



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
April 17, 2023 at 7:30 PM

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

1. Call to Order

- A. Pledge of Allegiance

2. Approval of Minutes

- A. Village Board - Special Meeting - Mar 16, 2023 5:00 PM
B. Village Board - Special Meeting - Mar 17, 2023 9:00 AM
C. Village Board - Regular Meeting - Mar 20, 2023 7:30 PM
D. Village Board - Committee of the Whole - Apr 3, 2023 7:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1354 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

5. Village Manager's Report

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 Municipal Clerks Week (Clerk Sirabian) (Staff Contact: Dane Bragg)

SUMMARY: A proclamation recognizing April 30- May 6, 2023 as Professional Municipal Clerks Week,. The Village of Buffalo Grove recognize the accomplishments of our Clerk, Janet M. Sirabian and Administrative Services Manager, Jessie Brown.

- B. Proclamation Recognizing Arbor Day (Trustee Smith) (Staff Contact: Jim Warnstedt)

SUMMARY: Designates Friday, April 28, 2023 Arbor Day in Buffalo Grove. This Proclamation is one of four criteria to qualify for the Tree City U.S.A. Award.

- C. Proclamation Recognizing Distracted Driving Awareness Month 2023 (Trustee Smith) (Staff Contact: Brian Budds)

SUMMARY A proclamation recognizes that April is Distracted Driving Awareness month.

- D. R-2023-9 Resolution Approving Intergovernmental Agreement for IPBC Participation - Solid Waste Agency of Northern Cook County (President Sussman) (Staff Contact: Arthur Malinowski)
- SUMMARY: Staff recommends approving the attached intergovernmental agreement allowing the Solid Waste Agency of Northern Cook County to participate in the Intergovernmental Personnel Benefits Cooperative under the membership of Buffalo Grove
- E. O-2023-40 Ordinance Approving the Aia Owner/Contractor Agreements for the New Public Works Facility (Trustee Smith) (Staff Contact: Jim Warnstedt)
- SUMMARY: Staff recommends the Village Board approve the complete version of the American Institute of Architects Owner/Contractor Agreement AIA Document A201-2017 for the new Public Works facility.
- F. O-2023-41 Ordinance Authorizing the Purchase of a Bobcat L28 Small Articulating Loader from Atlas Bobcat (Trustee Smith) (Staff Contact: Jim Warnstedt)
- SUMMARY: Staff recommends the Village Board authorize the Village Manager to purchase one Bobcat L28 Small Articulating Loader from Atlas Bobcat through the Sourcewell Purchasing Cooperative in accordance with the Illinois Joint Purchasing Act, in a total not to exceed amount of \$57,574.
- G. O-2023-42 Ordinance Authorizing the Purchase of One 2023 Chevrolet 4500Hd Crew Cab Dump Truck from Ray Chevrolet (Trustee Smith) (Staff Contact: Jim Warnstedt)
- SUMMARY: Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase one 2023 Chevrolet 4500HD Crew Cab Dump Truck from Ray Chevrolet, in an amount not to exceed \$91,579.26.
- H. O-2023-43 Ordinance Authorizing the Purchase of One 2022 Ford F-250 Service Body Truck from Victor Ford (Trustee Smith) (Staff Contact: Jim Warnstedt)
- SUMMARY: Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase one 2022 Ford F-250 from Victor Ford, in an amount not to exceed \$64,523.26.
- I. O-2023-44 Ordinance Authorizing the Purchase of One 2022 Ford F-350 Super Duty Truck from Morrow Brothers Ford (Trustee Smith) (Staff Contact: Jim Warnstedt)
- SUMMARY: Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase one 2022 Ford F-350 from Morrow Brothers Ford, in an amount not to exceed \$69,190.
- J. O-2023-45 Ordinance Authorizing the Purchase of an Asphalt Hot Box Trailer from Midwest Paving Equipment, Inc. (Trustee Smith) (Staff Contact: Jim Warnstedt)
- SUMMARY: Staff recommends the Village Board authorize the Village Manager to purchase one 2023 Falcon 5D2TT Asphalt Hot Box from Midwest Paving Equipment, Inc. through the Sourcewell Purchasing Cooperative in accordance with the Illinois Joint Purchasing Act, in a total not to exceed amount of \$39,595.
- K. O-2023-46 Ordinance Authorizing an Inspection Services Agreement with Duke's Root Control, Inc. (Trustee Smith) (Staff Contact: Kyle Johnson)
- SUMMARY: Staff recommends approval of an agreement with Dukes Root Control for smoke testing and manhole inspection services, subject to review and approval by Village Attorney. Based upon the scope of work the total value of this contract is \$90,586.00, with a contingency fund in the amount of \$9,058.60.
- L. O-2023-47 Ordinance Authorizing an Engineering Agreement with Gewalt Hamilton Associates, Inc. (Trustee Smith) (Staff Contact: Kyle Johnson)

SUMMARY: Staff recommends approval of the Gewalt Hamilton & Associates contract for construction engineering services for the MFT Program in 2023.

- M. O-2023-48 Ordinance Updating Title 10 of the Municipal Code- Olive Hill Drive No Parking Signs (Trustee Pike) (Staff Contact: Darren Monico)

SUMMARY: Parking restrictions are proposed at the northeast corner of Prairie Grove Park along Olive Hill Drive due to line of sight concerns.

- N. O-2023-49 Approve an Amendment to a Special Use Ordinance and a Preliminary Plan for a Cricket Pitch at Park at 3050 N Main St. (Trustee Pike) (Staff Contact: Nicole Woods)

SUMMARY: Vernon Township is requesting a Special Use Amendment for a cricket pitch at their baseball and softball fields at 3050 N Main Street. The Planning & Zoning Commission unanimously recommended approval.

- O. O-2023-50 Approve an Ordinance for a Special Use for Motor Freight Terminal and Outdoor Storage in the Industrial District at 1011 Asbury Drive. (Trustee Johnson) (Staff Contact: Nicole Woods)

SUMMARY: Coast Connection, Inc, is requesting approval of a Special Use for a Motor Freight Terminal and Outdoor Storage at 1011 Asbury Drive. The Planning & Zoning Commission unanimously recommended approval.

- P. O-2023-51 Ordinance Approving Zoning Map Amendment, a Special Use, a Preliminary Plan, and a Parking Variation to Allow Improvements to Prairie Grove Park at 2020 Olive Hill Drive (Trustee Pike) (Staff Contact: Andrew Binder)

SUMMARY: Buffalo Grove Park District is proposing various improvements to the Prairie Grove Park at 2020 Olive Hill Drive. The Planning & Zoning Commission unanimously recommended approval.

- Q. O-2023-52 Ordinance Approving Sign Variation at Buffalo Creek Apartments at 70 S Buffalo Grove Rd (Trustee Johnson) (Staff Contact: Nicole Woods)

SUMMARY: RPF Buffalo Creek is requesting a variation to replace two existing ground signs at 70 S Buffalo Grove Road. The Planning & Zoning Commission unanimously recommended approval.

- R. O-2023-53 Approve an Ordinance Granting a Special Use for a Childcare Center and a Private School in the R-5 District at 1250 Radcliffe Rd (Trustee Pike) (Staff Contact: Nicole Woods)

SUMMARY: The petitioners are requesting approval of a special use to operate a childcare center and a private preschool/elementary school in the R-5 District at 1250 Radcliffe Rd. The Planning & Zoning Commission unanimously recommended approval.

9. Ordinances and Resolutions

- A. O-2023-54 Ordinance Authorizing the Village Manager to Pay Leider Association Fees (Trustee Smith) (Staff Contact: Jim Warnstedt)

- B. O-2023-55 Ordinance Authorizing a Payment to Berger Excavating for an Emergency Sanitary Sewer Repair (Trustee Smith) (Staff Contact: Kyle Johnson)

- C. O-2023-56 Ordinance Authorizing an Engineering Services Agreement with Ciorba Group (Trustee Smith) (Staff Contact: Kyle Johnson)

- D. O-2023-57 Ordinance Authorizing an Engineering Services Agreement with Gewalt Hamilton Associates, Inc. (Trustee Smith) (Staff Contact: Kyle Johnson)

- E. O-2023-58 Ordinance Authorizing Execution of a Contract with Morton Salt Inc for Road Salt (Trustee Smith) (Staff Contact: Tom Wisniewski)
- F. O-2023-59 Ordinance Authorizing an Engineering Services Agreement with Hampton Lenzini and Renwick Inc. (Trustee Smith) (Staff Contact: Kyle Johnson)
- G. O-2023-60 Ordinance Approving Zoning Map Amendment, Special Use, Plat of Subdivison, & Preliminary Plan for 12-Unit Townhome Development at 400 LaSalle (Trustee Johnson) (Staff Contact: Andrew Binder)
- H. O-2023-61 Park Place Townhome Development Improvement Agreement (Trustee Pike) (Staff Contact: Darren Monico)

10. Unfinished Business

11. New Business

- A. Pre-Application Discussion- Proposed Self-Storage at 105 Lexington Drive (Trustee Pike) (Staff Contact: Nicole Woods)

12. Public Comment

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

13. Executive Session

14. Adjournment

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

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

**MINUTES OF THE SPECIAL MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE
INDIAN TRAILS PUBLIC LIBRARY, 355 SCHOENBECK ROAD, WHEELING, ILLINOIS,
THURSDAY MARCH 16, 2023**

CALL TO ORDER

The meeting began at 5:00 P.M.

ROLL CALL

Those present were: President Sussman; Trustees Les Ottenheimer, David Weidenfeld, Joanne Johnson, Eric Smith, and Greg Pike. Trustee Candidate Frank Cesario was also present. Trustee Andy Stein was absent.

Also present were: Evan Michel, Management Analyst; and Lyle Sumek, Facilitator, Lyle Sumek Associates.

STRATEGIC PLANNING

This meeting is a Strategic Planning Workshop with Mr. Sumek and the Board working together to envision and facilitate the future of the Village of Buffalo Grove.

ADJOURNMENT

The meeting concluded at 8:45 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 17th DAY OF April 2023

Village President

Minutes Acceptance: Minutes of Mar 16, 2023 5:00 PM (Approval of Minutes)

**MINUTES OF THE SPECIAL MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE
INDIAN TRAILS PUBLIC LIBRARY, 355 SCHOENBECK ROAD, WHEELING, ILLINOIS,
FRIDAY MARCH 17, 2023**

CALL TO ORDER

The meeting began at 9:00 A.M.

ROLL CALL

Those present were: President Sussman; Trustees Les Ottenheimer, David Weidenfeld, Joanne Johnson, Eric Smith, and Greg Pike. Trustee Candidate Frank Cesario was also present. Trustee Andy Stein was absent.

Also present were: Evan Michel, Management Analyst; and Lyle Sumek, Facilitator, Lyle Sumek Associates.

STRATEGIC PLANNING

This meeting is a Strategic Planning Workshop with Mr. Sumek and the Board working together to envision and facilitate the future of the Village of Buffalo Grove.

ADJOURNMENT

The meeting concluded at 2:10 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 17th DAY OF April 2023

Village President

Minutes Acceptance: Minutes of Mar 17, 2023 9:00 AM (Approval of Minutes)

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN
COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, MONDAY, MARCH 20, 2023**

CALL TO ORDER

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

ROLL CALL

Roll call indicated the following present: President Sussman; Trustees Stein, Weidenfeld, Johnson, Smith. Trustee Ottenheimer was absent. Trustee Ottenheimer was briefly present remotely via audio/visual, but the connection ultimately failed.

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

REMOTE ATTENDANCE

Moved by Weidenfeld, seconded by Johnson, to allow Trustee Ottenheimer to attend the meeting remotely via audio/visual due to a business commitment. Upon roll call, Trustees voted as follows:

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

APPROVAL OF MINUTES

Moved by Weidenfeld, seconded by Smith, to approve the minutes of the February 21, 2023, Regular Meeting. Upon roll call, Trustees voted as follows:

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

Moved by Smith, seconded by Weidenfeld, to approve the minutes of the March 6, 2023, Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

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

WARRANT #1353

Mr. Black read Warrant #1353. Moved by Johnson, seconded by Weidenfeld, to approve Warrant #1353 in the amount of \$4,727,100.66 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:30 PM (Approval of Minutes)

Motion declared carried.

PROCLAMATION – BUFFALO GROVE DAYS CO-CHAIR

President Sussman read a Proclamation commending and recognizing **Paulette Greenberg's** years of outstanding volunteerism and leadership through the Farmer's Market Committee, Co-Chair of Buffalo Grove Days Committee, and as a member of the Buffalo Grove 50th Anniversary Committee, all of which have made a significant and lasting impact on the Village of Buffalo Grove.

PROCLAMATION – BUFFALO GROVE DAYS COMMITTEE

Trustee Stein read a Proclamation recognizing the indelible legacy and impact of the **Buffalo Grove Days Committee** on the history of the Village of Buffalo Grove and thanking its members for the tireless efforts to make our community a better place to live, work, and play.

Paulette Greenberg and the entire group of residents past and present who have served on the Buffalo Grove Days Committee were then heartily congratulated and thanked by the audience and the Board.

VILLAGE MANAGER'S REPORT

There is no Village Manager's Report tonight.

REPORTS FROM TRUSTEES

The Village Clerk reminded residents that there will be a **Municipal Election** on April 4, 2023, and encouraged them to exercise their right 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 -Earth Hour 2023

Motion to approve a Proclamation recognizing Earth Hour 2023 on March 25, 2023, from 8:30-9:30 P.M.

Proclamation - Development Disabilities Awareness Month

Motion to approve a Proclamation recognizing March as Developmental Disabilities Awareness Month in the Village of Buffalo Grove.

Bridge Painting Bids

Motion to approve rejection of Bridge Painting Bids, waive bids, and authorize contract negotiations to provide a more favorable cost and construction schedule.

Ordinance No. 2023-22 – 901 Corporate Grove Drive

Motion to pass Ordinance No. 2023-22 approving the Development Improvement Agreement for a car wash development at 901 Corporate Grove Drive, subject to the receipt of the required fees, approval of final engineering plans, and Village Attorney review.

Ordinance No. 2023-23 – Liquor Controls

Motion to pass Ordinance No. 2023-23 amending Chapter 5.20, Liquor Controls, of the Buffalo Grove Municipal Code to reflect several changes to existing liquor licenses as well as new license reservations.

Ordinance No. 2023-24 – Street Light Contract

Motion to pass Ordinance No. 2023-24 authorizing the Village Manager to expend up to an additional \$5,967.95 with Aldridge Electric, Inc. for Street Light Maintenance for a total amount not to exceed \$356,157.40.

Ordinance No. 2023-25 – ComEd Settlement

Motion to pass Ordinance No. 2023-25 approval of an agreement between the Village and Commonwealth Edison to settle claims against ComEd for utility taxes not remitted in accordance with Village Code. The Village will receive a net settlement of \$66,000 after payment of direct litigation costs and third-party collection fees to Azavar, Inc.

Ordinance No. 2023-26 – Intergovernmental Agreement

Motion to pass Ordinance No. 2023-26 entering into an Intergovernmental Agreement for the reconstruction of Arlington Heights Road from Lake Cook Road north to IL-83. As the work includes modifications to Village-owned infrastructure, an agreement is required.

Resolution No. 2023-5 – 2023 Zoning Map

Motion to pass Resolution No. 2023-5 adopting the 2023 Zoning Map. Pursuant to State Statute, the Village of Buffalo Grove is required to publish its official zoning map by March 31, 2023. The latest zoning map reflects two changes in 2022.

Resolution No. 2023-4 – Commuter Rail Station

Motion to pass Resolution No. 2023-4 authorizing the execution of a License Agreement for Food Service at the Buffalo Grove Commuter Rail Station. The current owner of Java Junction at the Metra commuter rail station has elected to retire and sell their business to Hamid Javed.

Resolution No. 2023-6 – CCSD 21

Motion to pass Resolution No. 2023-6, authorizing an Agreement between the Village of Buffalo Grove and Community Consolidated School District 21 to provide one (1) full-time police officer to serve as a School Resource Officer at Cooper Middle School, Longfellow Elementary School and Kilmer Elementary School for the 2023-24 school year.

Ordinance No. 2023-28 – BS&A Software

Motion to pass Ordinance 2023-28, authorizing the Village Manager to execute a Contract with BS&A Software, Inc. for Community Development Cloud Software and to perform all actions necessary to ensure the continuity of services, pending final review and approval of the agreement by the Village Attorney.

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

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

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

ORDINANCE NO. 2023-27 – NORTH STAR PLACE

Moved by Pike, seconded by Smith, to pass Ordinance No. 2023-27, authorizing execution of an agreement with North Star Place Branding + Marketing for Village Branding Services.

It is recommended that the Village Board authorize the Village Manager to perform all actions necessary to execute a professional services agreement with North Star Place Branding + Marketing at an estimated amount of \$98,000.00, pending final review and approval of the agreement by the Village Attorney.

Ms. Gillespie reviewed the proposed ordinance, details of which are contained in her memo to Mr. Bragg dated March 16, 2023.

Trustee Ottenheimer briefly joined the meeting at 7:57 P.M., but the connection failed.

Through a PowerPoint presentation, the President of North Star Place Branding + Marketing shared further information about his company, the process, and the benefit of community branding.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

ORDINANCE NO. 2023-29 – AXON BODY CAMERAS

Moved by Pike, seconded by Weidenfeld, to pass Ordinance No. 2023-29, authorizing the Village Manager to execute an agreement with Axon Enterprise, Inc. for the purchase of body cameras for the Police Department in the amount of \$1,415,281.85, pending final review and approval by the Village Attorney.

Mr. Robinson and Chief Budds reviewed the proposed ordinance, details of which are contained in the memo they sent to Mr. Bragg dated March 13, 2023.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

ORDINANCE NO. 2023-30 – CARDIAC MONITORS

Moved by Pike, seconded by Smith, to pass Ordinance No. 2023-30, authorizing the Village Manager to enter into a 10-year agreement with Zoll Medical for the leasing and servicing of the Fire Department's cardiac monitors in an amount not to exceed \$724,931.90 (\$72,493.19 annually) plus an 8% contingency with authorization of the Village Manager and subject to final review and approval by the Village Attorney.

Deputy Chief Kane reviewed the proposed ordinance, details of which are contained in the memo from him and Tina Hayes to Mr. Bragg dated March 16, 2023.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

ORDINANCE NO. 2023-32 – PUBLIC WORKS FACILITY

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2023-32, AIA Owner/Contractor Agreements for new Public Works Facility.

Mr. Warnstedt reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated March 16, 2023.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2023-31 – TIF DISTRICT

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2023-31, authorizing the completion of a Feasibility and Eligibility Study for the Proposed 2023 Buffalo Grove Dundee Road TIF District.

Ms. Woods reviewed the proposed ordinance, details of which are contained in Mr. Stilling's memo to Mr. Bragg dated March 16, 2023.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2023-33 – TAX INCREMENT FINANCING

Moved by Smith, seconded by Weidenfeld, to pass Ordinance No. 2023-33, establishing a Tax Increment Financing Interested Parties Registry for the Proposed 2023 Buffalo Grove Dundee Road TIF District.

Ms. Woods reviewed the proposed ordinance, details of which are contained in Mr. Stilling's memo to Mr. Bragg dated March 16, 2023.

Upon roll call, Trustees voted as follows:

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

RESOLUTION NO. 2023-7 – TAX INCREMENT FINANCING DISTRICT

Moved by Johnson, seconded by Smith, to pass Resolution No. 2023-7, Inducement Resolution regarding the possible adoption of the 2023 Buffalo Grove Dundee Road Tax Increment Financing District.

Ms. Woods reviewed the proposed ordinance, details of which are contained in Mr. Stilling's memo to Mr. Bragg dated March 16, 2023.

Upon roll call, Trustees voted as follows:

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

RESOLUTION NO. 2023-8 – 915-945 DUNDEE ROAD

Moved by Johnson, seconded by Weidenfeld, to pass Resolution No. 2023-8, approving an Inducement Resolution with Shorewood Development Group for the redevelopment of the existing vacant car dealership site located at 915-945 Dundee Road.

Ms. Woods reviewed the proposed ordinance, details of which are contained in Mr. Stilling's memo to Mr. Bragg dated March 16, 2023.

Louis Schriber III, Shorewood CEO, further elaborated on his company's plans for the property.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

ORDINANCE NO. 2023-34 – VEHICLE PURCHASE

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2023-34, authorizing the purchase of five Ford Police Interceptor Utility Vehicles from Morrow Brothers Ford.

Mr. Warnstedt reviewed the proposed ordinance, details of which are contained in Josh Wallace's memo to Mr. Bragg dated March 16, 2023.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

ORDINANCE NO. 2023-35 – CHICAGOLAND PAVING

Moved by Johnson, seconded by Johnson, to pass Ordinance No. 2023-35, authorizing a Construction Contract with Chicagoland Paving Contractors, Inc. in the amount of \$44,000.00.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated March 16, 2023.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

ORDINANCE NO. 2023-36 – VEHICLE PURCHASE

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2023-36, authorizing the purchase of four vehicles from Arlington Heights Ford.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in Josh Wallace's memo to Mr. Bragg dated March 16, 2023.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

ORDINANCE NO. 2023-37 – BUFFALO CREEK

Moved by Smith, seconded by Weidenfeld, to pass Ordinance No. 2023-37, approving the Christopher Burke Engineering contract for study of Buffalo Creek and Farrington Ditch in a not-to-exceed amount of \$273,860.00, subject to review and approval by the Village Attorney

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo sent to Mr. Bragg dated March 16, 2023.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

ORDINANCE NO. 2023-38 – SIDEWALK IMPROVEMENTS

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2023-38, authorizing a Construction Contract with Alliance Contractors, Inc. in the amount of \$199,628.28, pending review and approval by the Village Attorney.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo sent to Mr. Bragg dated March 16, 2023.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

ORDINANCE NO. 2023-39 – VILLAGE MANAGER COMPENSATION

Moved by Weidenfeld, seconded by Johnson, pass Ordinance No. 2023-39, establishing compensation for the Village Manager.

Consistent with Village Board direction, this ordinance establishes additional compensation for the Village Manager. Proper notice has been given in accordance with 5 ILCS 120/7.3, having been published and available on the Village's web site on March 10, 2023. The Village Board approved the Employment Agreement Amended and Restated on December 5, 2022, providing for terms and conditions of his employment including compensation. This ordinance provides for additional performance compensation based on satisfactory achievement of goals in his 2022 performance evaluation.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

1355 W. DUNDEE ROAD

Moved by Johnson, seconded by Smith, to refer a Special Use for an Adult Use Cannabis Dispensary at 1355 W. Dundee Road to the Planning & Zoning Commission for review.

Ms. Woods reviewed the proposal, details of which are contained in Mr. Stilling's memo to Mr. Bragg dated March 16, 2023.

Jeffrey Braiman, attorney for the petitioner, elaborated further on the proposal for this site.

Board discussion followed with regard to the pros and cons of this particular use on this site.

Members of the Stevenson High School Catalyst Club voiced their objections to this use, believing it will be a detriment to the students at Buffalo Grove High School.

Buffalo Grove High School Principal Jeff Wardle noted that a marijuana business so close to the high school would make it remarkably easy for students to access the product.

Upon roll call, Trustees voted as follows:

AYES: 3 – Johnson, Smith, Pike

NAYS: 2 – Stein, Weidenfeld

ABSENT: 1 – Ottenheimer

Motion declared carried.

QUESTIONS FROM THE AUDIENCE

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

ADJOURNMENT

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

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

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

The Regular Meeting was adjourned at 9:22 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 17th DAY OF April 2023

Village President

Minutes Acceptance: Minutes of Mar 20, 2023 7:30 PM (Approval of Minutes)

**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE PRESIDENT &
BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE
JEFFREY S. BRAIMAN COUNCIL CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, MONDAY APRIL 3, 2023**

CALL TO ORDER

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

REMOTE ATTENDANCE

Moved by Weidenfeld, seconded by Smith, to allow President Sussman to participate in this meeting remotely. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Chris Black, Finance Director; Art Malinowski, Director of Human Resources; Katie Golbach, Human Resource Management Analyst; Evan Michel, Management Analyst; Molly Gillespie, Communications Director; Nicole Woods, Director of Community Development; Geoff Tollefson, Director of Golf Operations; Police Chief Budds; Fire Chief Baker; Deputy Fire Chief Kane; and Tyler Grace, Fire Management Analyst.

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

FOOD TRUCK FESTIVAL

FF/PM David Zabilka presented an overview of the upcoming *Fire Up! Food Truck Festival* to be held at Rylko Park on May 13, 2023, and will benefit *Project Fire Buddies*.

FIRE DEPARTMENT ACCREDITATION

Chief Baker and Mr. Grace presented an overview of the Fire Department's successful efforts to attain international accreditation, details of which are contained in the memo that they sent to Mr. Bragg dated April 3, 2023.

COMMUNITY ENGAGEMENT

Ms. Woods, Mr. Michel, and Ms. Gillespie reviewed the long-term vision of the future of Buffalo Grove through three interrelated strategic growth initiatives: the Strategic Plan, Comprehensive Plan, and Community Branding, all of which are detailed in the memo that they sent to Mr. Bragg dated March 30, 2023.

QUESTIONS FROM THE AUDIENCE

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

Minutes Acceptance: Minutes of Apr 3, 2023 7:30 PM (Approval of Minutes)

EXECUTIVE MEETING

Moved by Weidenfeld, seconded by Smith, to move to Executive Session to discuss: **Section 2(C)(2) of the Illinois Open Meetings Act: Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.**
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 8:02 P.M. to 8:34 P.M.

ADJOURNMENT

Moved by Smith, seconded by Stein, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The meeting was adjourned at 8:24 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 17th DAY OF April 2023

Village President

Minutes Acceptance: Minutes of Apr 3, 2023 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1354****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1354- \$6,559,754.91.

ATTACHMENTS:

- Warrant 1354 Summary (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Black, Finance

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE WARRANT #1354
17-Apr-23

General Fund:	1,236,775.56
Parking Lot Fund:	311.80
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations:	49,756.60
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	46,762.53
Capital Projects-Vehicles/Equipment:	74,484.30
Capital Projects-Streets:	106,067.41
Retiree Health Savings (RHS):	0.00
Water Fund:	2,099,814.37
Buffalo Grove Golf Fund:	108,042.22
Arboretum Golf Fund:	167,878.60
Refuse Service Fund:	78,893.00
Information Technology Internal Service Fund:	128,615.32
Central Garage Internal Service Fund:	303,717.05
Building Maintenance Internal Service Fund:	117,466.18
	<u>4,518,584.94</u>
PAYROLL PERIOD ENDING 3/26/2023	1,065,531.47
PAYROLL PERIOD ENDING 4/09/2023	1,015,638.50
	2,081,169.97
TOTAL WARRANT #1354	<u><u>6,599,754.91</u></u>

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

 Village Clerk

 Village President

Attachment: Warrant 1354 Summary (Approval of Warrant #1354)



Information Item : Proclamation Recognizing Municipal Clerks Week

Recommendation of Action

N/A

SUMMARY: A proclamation recognizing April 30- May 6, 2023 as Professional Municipal Clerks Week,. The Village of Buffalo Grove recognize the accomplishments of our Clerk, Janet M. Sirabian and Administrative Services Manager, Jessie Brown.

ATTACHMENTS:

- Municipal Clerks Week Proclamation 2022 (DOC)

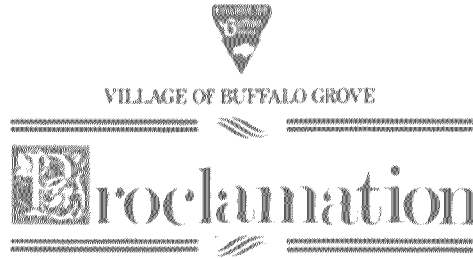
Trustee Liaison

Ms. Sirabian

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, April 17, 2023	
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Village of Buffalo Grove

54th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK April 30 – May 6, 2023

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 April 30 – May 6, 2023 as Municipal Clerks Week in Illinois, and further extend appreciation to our Municipal Clerk, Janet M. Sirabian, and Jessie Brown, Administrative Service Manager/ Deputy Clerk, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 17th day of April, 2023.

Beverly Sussman
Village President

Attachment: Municipal Clerks Week Proclamation 2022 (Municipal Clerks Week)



Action Item : Proclamation Recognizing Arbor Day

Recommendation of Action

Staff recommends proclamation.

SUMMARY: Designates Friday, April 28, 2023 Arbor Day in Buffalo Grove. This Proclamation is one of four criteria to qualify for the Tree City U.S.A. Award.

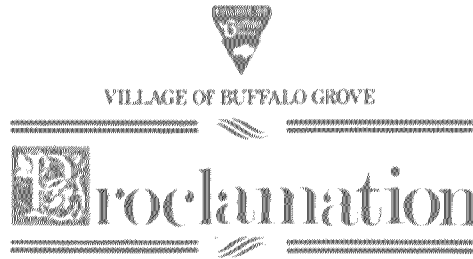
ATTACHMENTS:

- Arbor 2023 (DOC)

Trustee Liaison
Smith

Staff Contact
Jim Warnstedt, Public Works

Monday, April 17, 2023	
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Village of Buffalo Grove

PROCLAMATION RECOGNIZING APRIL 28, 2023 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, BE IT KNOWN THAT I, THE PRESIDENT OF THE VILLAGE OF BUFFALO GROVE ALONG WITH THE BOARD OF TRUSTEES, do hereby proclaim April 28th, 2023 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.

PROCLAIMED THIS 17th DAY OF APRIL 2023.

Village President
Beverly Sussman



Information Item : Proclamation Recognizing Distracted Driving Awareness Month 2023

Recommendation of Action

Staff recommends approval.

SUMMARY A proclamation recognizes that April is Distracted Driving Awareness month.

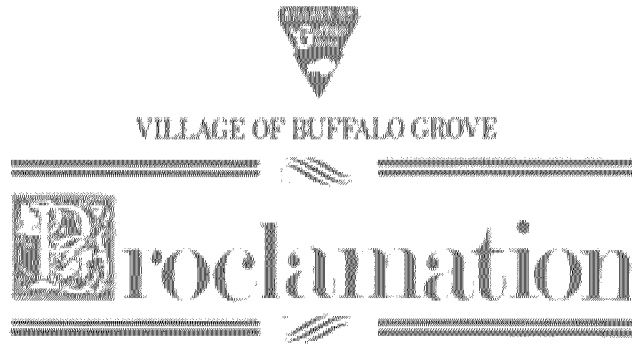
ATTACHMENTS:

- Distracted Driving Proclamation-2023 (DOCX)

Trustee Liaison
Smith

Staff Contact
Brian Budds, Police

Monday, April 17, 2023



DISTRACTED DRIVING PREVENTION MONTH - APRIL, 2023

WHEREAS, distracted driving is a serious issue on our roadways, claiming thousands of lives and injuring thousands more each year in the United States; and

WHEREAS, the National Highway Traffic Safety Administration (NHTSA) reports that in 2020 there were 38,824 fatal crashes in the United States. Eight percent of those fatal crashes were distraction-affected crashes; and

WHEREAS, according to the U.S. Department of Transportation, over 3,142 people were killed in distracted driving crashes in 2020; and

WHEREAS, engaging in activities such as talking on a phone, texting, checking social media or email, selecting music, or other uses of portable devices while driving increase the risk of getting into a crash by three times; and

WHEREAS, the improved health and well-being of Buffalo Grove's citizens are a direct result of increased awareness about the dangers of distracted driving; and

WHEREAS, in order to reduce the number of crashes as well as improve driver safety, Buffalo Grove motorists should commit to adopting and maintaining safe behavior while behind the wheel; and

WHEREAS, April has been selected as the *National Distracted Driving Awareness Month* by The National Safety Council

NOW, THEREFORE, I, BEVERLY SUSSMAN, PRESIDENT OF THE VILLAGE OF BUFFALO GROVE, do hereby proclaim and pronounce April *National Distracted Driving Awareness* month in Buffalo Grove and urge all citizens to promote awareness of the distracted driving problem, and to support programs and policies to reduce the incidence of distracted driving.

Proclaimed this 17th day of April, 2023.

Village President



Resolution No. R-2023-9 : Resolution Approving Intergovernmental Agreement for IPBC Participation - Solid Waste Agency of Northern Cook County

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends approving the attached intergovernmental agreement allowing the Solid Waste Agency of Northern Cook County to participate in the Intergovernmental Personnel Benefits Cooperative under the membership of Buffalo Grove

ATTACHMENTS:

- SWANCC 2023 (DOCX)
- SWANCC IPBC Resolution 2023 (DOCX)
- SWANCC IGA IPBC 04 2023 (DOCX)

Trustee Liaison
Sussman

Staff Contact
Arthur a Malinowski, Human Resources

Monday, April 17, 2023

VILLAGE OF
BUFFALO GROVE



DATE: March 13, 2023

TO: Dane Bragg, Village Manager

FROM: Arthur Malinowski, Human Resources Director

RE: Intergovernmental Agreement for IPBC Participation - Solid Waste Agency of Northern Cook County

Recommendation

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

Background

SWANCC is a 23-member organization serving the northwest suburbs, coordinating the disposal of residential and commercial refuse. As a standalone agency, SWANCC has three full-time employees for purposes of providing health plan benefits. The agency will cover 100% of its premium and plan costs as a participant. The agreement provides for another three year term. The Village may terminate the agreement at any time with 180 days' notice to SWANCC. If approved, the effective date of SWANCC's participation would be July 1, 2023.

Resolution No. 2023-_____

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, as follows:

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

AYES: _____
NAYES: _____
ABSENT: _____

Passed _____, 2023
Approved _____, 2023

Approved:

Beverly Sussman, Village President

Attachment: SWANCC IPBC Resolution 2023 (R-2023-9 : SWANCC Intergovernmental Agreement - IPBC Participation)

Attest:

Janet Sirabian, Village Clerk

F:\PTBrankin\Buffalo Grove, Village\Ordinances\Resolution Authorizing Execution of Intergovernmental Agreement.docx

Attachment: SWANCC IPBC Resolution 2023 (R-2023-9 : SWANCC Intergovernmental Agreement - IPBC Participation)

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

THIS AGREEMENT made and entered into this _____ day of _____, 2023,
by and between the VILLAGE OF BUFFALO GROVE, an Illinois municipal corporation and
("Pool or Cooperative Member") and the SWANCC, ("Listed Entity"), a unit of local
government, quasi-governmental body, or non-profit public service entity.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cooperative to carry out its purposes and powers.

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

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

8. WITHDRAWAL AS A LISTED AGENCY. With or without cause, SWANCC may withdraw as a listed agency to the Village of Buffalo Grove's membership in the Cooperative by giving written notice of withdrawal to the Village of Buffalo Grove at least one-hundred and eighty (180) days prior to the commencement of any fiscal year of the Cooperative. At the present time, the fiscal year of the Cooperative commences on July 1st. Failure to give such notice shall obligate SWANCC to continue as a listed agency for the next fiscal year, except where the Village of Buffalo Grove withdraws from the Cooperative, the Cooperative terminates, the Cooperative declines to permit the Village of Buffalo Grove to remain within the Cooperative, or the Cooperative declines to permit SWANCC to remain as a listed entity. Withdrawal may only be made to take effect at the end of the then current fiscal year. Withdrawal shall not relieve SWANCC of any payment or any other continuing obligation of this Agreement, incurred prior to such withdrawal.

9. TERMINATION OF SWANCC AS A LISTED ENTITY. With or without cause, the Village of Buffalo Grove may terminate SWANCC as a listed entity to the Village of Buffalo Grove's membership in the Cooperative by giving written notice of termination to SWANCC at least one-hundred and eighty (180) days prior to the commencement of any fiscal year of the Cooperative. Failure to give such notice shall not obligate the Village of Buffalo Grove to continue SWANCC as a listed entity to the Village of Buffalo Grove's membership in the

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

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

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

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

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

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

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

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

A. Village Manager
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

B. Executive Director
Solid Waste Agency of Norther Cook County
77 W. Hintz, suite 200
Wheeling, Illinois 60090

C. To any such person or place which any party hereto, by its prior written notice, shall designate for notice to it from the other parties hereto.

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

16. EFFECTIVE DATE. The provisions of this Agreement shall become effective and SWANCC shall be deemed to be a listed entity of the Village of Buffalo Grove's membership in the Cooperative at 12:01 a.m. on July 1, 2023.

17. This Agreement shall be in effect from date of execution until July 1, 2026 unless terminated earlier pursuant to section 8 or 9 above.

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

municipal

VILLAGE OF BUFFALO GROVE, an Illinois corporation

By: _____
Its: Village President

ATTEST:

Village Clerk

SWANCC, _____

By: _____
Its: _____

ATTEST:

Attachment: SWANCC IGA IPBC 04 2023 (R-2023-9 : SWANCC Intergovernmental Agreement - IPBC Participation)



**Ordinance No. O-2023-40 : Ordinance Approving the Aia
Owner/Contractor Agreements for the New Public Works Facility**

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends the Village Board approve the complete version of the American Institute of Architects Owner/Contractor Agreement AIA Document A201-2017 for the new Public Works facility.

ATTACHMENTS:

- AIA 201-2017 Complete Memo (DOCX)
- AIA Agreements Ordinance 2023 (DOCX)
- A201 - 2017_Final (PDF)

Trustee Liaison
Smith

Staff Contact
Jim Warnstedt, Public Works

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 13, 2023

TO: Dane Bragg, Village Manager

FROM: Jim Warnstedt, Assistant Director of Public Works

SUBJECT: AIA 201-2017 Complete

Recommendation

Staff recommends the Village Board approve the complete version of the American Institute of Architects Owner/Contractor Agreement AIA Document A201-2017 for the new Public Works facility.

Background

At the March 20th Regular Board Meeting, staff presented a complement of AIA Contract Documents that help define roles and responsibilities related to the new Public Works Facility project. These American Institute of Architects (AIA) set of agreements are standard in the industry and use proprietary software to produce these documents. As village staff made edits to these documents using Microsoft Word, staff at Frederick Quinn Corporation had to convert the final version of the agreements into the standard AIA format utilizing the AIA software. In doing so, the version presented at the March 20th Regular Board meeting was inadvertently truncated. The document presented was missing the last 18 pages of the 40-page document. Realizing this, staff wanted to ensure the Board was able to review the final 18 pages of the document. Per our Village Attorney, this item allows for final approval of the complete version of AIA 201-2017.

Attachment: AIA 201-2017 Complete Memo (O-2023-40 : AIA 201-2017 Complete)

ORDINANCE 2023-_____

AN ORDINANCE APPROVING THE AIA OWNER/CONTRACTOR AGREEMENTS FOR THE NEW PUBLIC WORKS FACILITY

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

WHEREAS, the AIA Owner/Contractor Agreements detail the roles and responsibilities of each entity as well as the general conditions and insurance exhibits make up parts of the contract ; and

WHEREAS, It is in the best interests of the Village to approve said agreements.

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

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

SECTION 2. The President and Clerk of the Village are hereby authorized to execute said Agreements on behalf of the Village of Buffalo Grove.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: AIA Agreements Ordinance 2023 (O-2023-40 : AIA 201-2017 Complete)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Public Works Facility Adaptive Reuse
1650 Leider Lane
Buffalo Grove, IL 60089

THE OWNER:

(Name, legal status and address)

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

THE ARCHITECT:

(Name, legal status and address)

Wold Architects & Engineers
220 North Smith St., Suite 310
Palatine, IL 60067

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK

ADDITIONS AND DELETIONS:

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the

Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 No Waiver of Immunity

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

ARTICLE 4 ARCHITECT**§ 4.1 General**

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will

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not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect.

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Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.1.5 Owner and Contractor agree that the following vendors will be retained by Owner as Separate Contractors

under this Article, but whose work the Contractor shall coordinate as it would the work of its other Subcontractors:

To Be Determined(Elevator Company)

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be

reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

9.3.4 The Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.4.3 The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, and by the Partial Waivers of Subcontractors.

. Application for Final Payment shall be accompanied

by Final Waivers of Lien from the Contractor, Subcontractors and Suppliers who have not previously furnished such Final Waivers. Final Waivers shall be for the full amount of the Contract. All applications for payment shall be accompanied by affidavits, in triplicate, from the Contractor and Subcontractors containing such information and in such form as to comply with the Illinois Mechanics Lien Act (770 ILCS 60/0.01 et seq.) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and material suppliers; amounts paid and remaining to be paid to each; together with all other documents as shall be necessary, in the sole judgement of the Architect and Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

All waivers (partial and final) shall include language as applicable indicating either that:

- (i) all material was taken from fully paid stock and delivered to job site in our own vehicles and all labor has been fully paid in accordance with governing laws or
- (ii) materials were provided by the following suppliers for whom waivers of lien are attached and all labor has been fully paid in accordance with governing laws.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days

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after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Construction Manager as Contractor shall review and coordinate the safety programs provided by the Subcontractors. The Subcontractors shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Neither the Owner, the Architect nor the Construction Manager shall be responsible for any safety precautions or programs in connection with the Work..

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect

will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement, in AIA Document A133™—2019, Exhibit B, Insurance and Bonds or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by

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the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement, AIA Document A133™-2019, Exhibit B, Insurance and Bonds, or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in

accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the

Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

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§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.4.7 The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.4.7.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
3. Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

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.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon

receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to binding dispute resolution through litigation.

§ 15.2.6

§

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

(Paragraphs Deleted)

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Attachment: A201 - 2017_Final (O-2023-40 : AIA 201-2017 Complete)

Init.



Ordinance No. O-2023-41 : Ordinance Authorizing the Purchase of a Bobcat L28 Small Articulating Loader from Atlas Bobcat

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends the Village Board authorize the Village Manager to purchase one Bobcat L28 Small Articulating Loader from Atlas Bobcat through the Sourcewell Purchasing Cooperative in accordance with the Illinois Joint Purchasing Act, in a total not to exceed amount of \$57,574.

ATTACHMENTS:

- Atlas Bobcat - S70 Replacement - Board Memo (DOCX)
- Bobcat Small Loader Ordinance (DOCX)
- Bobcat Quote (DOCX)

Trustee Liaison
Smith

Staff Contact
Jim Warnstedt, Public Works

Monday, April 17, 2023

VILLAGE OF
BUFFALO GROVE



DATE: April 7, 2023

TO: Dane Bragg, Village Manager

FROM: Josh Wallace, Fleet Manager

RE: Department of Public Works Small Loader Replacement

Recommendation

Staff recommends the Village Board authorize the Village Manager to purchase one (1) Bobcat L28 Small Articulating Loader from Atlas Bobcat through the Sourcewell Purchasing Cooperative (NUPA Contract #040319-CEC) in accordance with the Illinois Joint Purchasing Act (30 ILCS 525/0.01 et seq.), in a total not to exceed amount of \$57,574.00.

Background Information

The approved 2023 budget includes the replacement for unit FEL5, which is a 2009 Bobcat S70 Skidsteer Loader, with a budgeted amount of \$70,000. This budgeted amount includes all the necessary upfitting and attachments. Unit FEL5 is currently assigned to the Street Department but is widely used by all Public Works Sections. Currently, unit FEL5 has 1,345 hours on the meter and staff has evaluated this unit to be close to the end of its service life.

Unit FEL5 is primarily used within Snow and Ice Operations as a snow removal unit for small width sidewalks within the Village. This current equipment is sometimes used in Forestry and Grounds for smaller turf restoration and smaller landscape maintenance operations. The replacement for this unit will be a Bobcat L23 Small Articulating Loader. This unit is still narrow which will allow us to perform Snow and Ice Operations on the smaller sidewalks throughout the Village. This unit will also give Public Works more versatility for daily operations. The lighter footprint of this unit will allow Forestry and Grounds to utilize this machine in Natural Area maintenance. This unit will be able to go into areas for tree and brush removal while minimizing soil compaction. This machine also has a higher lift ability which means that this unit will be able to dump into a one-ton dump truck, making it also ideal for turf restoration operations. Staff intends to carry forward several existing attachments to the new unit based on our evaluation and expected continued service life to minimize purchase costs. Several new attachments are included as part of this purchase to expand the useful service of the new unit including natural area maintenance.

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

Attachment: Atlas Bobcat - S70 Replacement - Board Memo (O-2023-41 : Department of Public Works Small Loader Replacement)

ORDINANCE 2023-_____

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A BOBCAT L28 SMALL ARTICULATING LOADER FROM
ATLAS BOBCAT**

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

WHEREAS, the Village of Buffalo Grove Public Works Department requires a Small Articulating Loader to maintain sidewalks, parkways and natural areas; and

WHEREAS, the Village will make purchases in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.).

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

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

SECTION 2. The Village Manager is authorized to purchase one Bobcat L28 Small Articulating Loader from Atlas Bobcat, through the Sourcewell purchasing cooperative, in accordance with the Illinois Joint Purchasing Act (30 ILCS 525/0.01 et seq.), in an amount not to exceed \$57,574.00.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Bobcat Small Loader Ordinance (O-2023-41 : Department of Public Works Small Loader Replacement)



Product Quotation

Quotation Number: 41515D041938

Date: 2023-04-07 08:46:34

Ship to	Bobcat Dealer	Bill To
Village of Buffalo Grove Attn: Dominic Tunzi 51 Raupp Blvd. Buffalo Grove, IL 60089 Phone: 847.459.2526 Fax: 847.537.1742 Email: dtunzi@VBG.ORG	Atlas Bobcat, Elk Grove Village, IL 1160 MCCABE AVE ELK GROVE VILLAGE IL 60007 Phone: (847) 678-3633 Fax: (847) 678-3587 ----- Contact: Todd Swartz Phone: 847-678-3633 Fax: 847-678-3587 Cellular: 847-529-1191 E Mail: tswartz@atlasbobcat.com	Village of Buffalo Grove Attn: Dominic Tunzi 51 Raupp Blvd. Buffalo Grove, IL 60089 Phone: 847.459.2526 Fax: 847.537.1742

Description	Part No	Qty	Price Ea.	Total
Bobcat L28 Small Articulated Loader	M1403	1	\$39,606.00	\$39,606.00
24.8 HP Tier 4 Diesel Engine	Lift Arm Support Device			
Telescopic Lift Arm (24" extension)	LED Work Lights, 2-Front & 1-Rear			
Auxiliary Hydraulics: Variable Flow 12 GPM	Operator Canopy:			
Articulation Lock Bar	Cup holder, Adjustable Suspension Seat, Retractable Seat Belt			
Backup Alarm	Roll Over Protective Structure (ROPS) meets ISO 3471			
Bob-Tach	Falling Object Protective Structure (FOPS) meets ISO 3449, Level I			
Operator Interlock Control System - Integrated in Left Arm Rest	Parking Brake: Spring Applied, Pressure Released (SAPR)			
Controls:	Tires: 8 Ply 23-10.50x12 Turf (46.5" wide)			
Forward & Reverse foot pedals with joystick controlled workgroup functions & variable control switches for auxiliary hydraulics	Warranty: 1 year, or Unlimited hours whichever occurs first			
Engine/Hydraulic Systems Shutdown				
Glow Plugs (Automatically Activated)				
Horn				
Instrumentation:				
Engine Temperature & Fuel Gauges, Hourmeter, RPM and Warning Lights				
60 Month Protection Plus (2000 Hours)	9986586	1	\$3,200.00	\$3,200.00
Heated Cab Comfort Package	M1403-P01-C02	1	\$2,507.00	\$2,507.00
Heated enclosed cab wiper / washer	heated suspension seat block heater			
Power Bob-Tach	M1403-R06-C02	1	\$923.00	\$923.00
Radio	M1403-R26-C02	1	\$451.00	\$451.00
Traction Assist	M1403-R60-C02	1	\$762.00	\$762.00
Strobe Kit	7352416	1	\$423.00	\$423.00
52" Angle Broom	M7043	1	\$4,678.00	\$4,678.00
--- Attachment Control Kit	7427921	1	\$528.00	\$528.00
--- Hose Extension Kit	7409112	1	\$201.00	\$201.00
--- 52" Angle Broom with 10.3 motor	M7043-R02-C01	1	\$473.00	\$473.00
44" General Purpose Bucket	7114581	1	\$882.00	\$882.00
--- Bolt-On Cutting Edge, 44"	6729043	1	\$285.00	\$285.00
36" Industrial Grapple	7135737	1	\$2,432.00	\$2,432.00
--- Utility Grapple Hose Kit - Hose Extensions	7409100	1	\$73.00	\$73.00
Description	Part No	Qty	Price Ea.	Total
Hose Guide Kit		1	\$150.00	\$150.00

Total of Items Quoted

\$57,574.00

Attachment: Bobcat Quote (O-2023-41 : Department of Public Works Small Loader Replacement)

Quote Total - US dollars

\$57,574.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____

Attachment: Bobcat Quote (O-2023-41 : Department of Public Works Small Loader Replacement)



Ordinance No. O-2023-42 : Ordinance Authorizing the Purchase of One 2023 Chevrolet 4500Hd Crew Cab Dump Truck from Ray Chevrolet

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase one 2023 Chevrolet 4500HD Crew Cab Dump Truck from Ray Chevrolet, in an amount not to exceed \$91,579.26.

ATTACHMENTS:

- Ray Chevy 4500HD Board Memo (DOCX)
- Ray Chevrolet Public Works Forestry Ordinance (DOCX)
- Ray Chevy Purchase Agreement (PDF)

Trustee Liaison
Smith

Staff Contact
Jim Warnstedt, Public Works

Monday, April 17, 2023

VILLAGE OF
BUFFALO GROVE



DATE: April 6, 2023

TO: Dane Bragg, Village Manager

FROM: Josh Wallace, Fleet Manager

RE: Public Works Fleet Replacement – Forestry & Grounds

Recommendation

Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase one (1) 2023 Chevrolet 4500HD Crew Cab Dump Truck from Ray Chevrolet, in an amount not to exceed \$91,579.26.

Background Information

The approved 2023 budget includes the replacement of unit 419, with a budgeted amount of \$135,000 which includes all necessary upfitting. Vehicle 419 is currently assigned to the Forestry Department.

Unit 419 is a 2008 Ford F-450 dump truck, with a budgeted replacement cost of \$135,000. The replacement unit is a 2023 Chevrolet 4500HD Crew Cab Dump Truck with a cost of \$91,579.26, and up to \$43,420.74 to upfit, for a total cost not to exceed \$135,000. Unit 419 is used daily within the Forestry & Grounds section. This truck is used in all turf restoration, tree trimming and tree removal activities. This truck is used as a secondary chipper truck when operations need a secondary truck. This truck is also used during Snow and Ice Operations and will be fitted with a plow and “insert” style salt/liquid spreader. Currently, the odometer is showing 50,600 miles. This unit is still in regular service and nearing the end of its useful life.

If the replacement vehicle is approved, staff would place unit 419 at auction for asset recovery when the replacement vehicle is delivered.

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE 2023 CHEVROLET 4500HD CREW CAB DUMP TRUCK FROM RAY CHEVROLET

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

WHEREAS, the Village of Buffalo Grove Department of Public Works requires the replacement of one Ford F-450 Truck; and

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

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

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

SECTION 2. The Village Board has waived competitive bidding and authorized the Village Manager to purchase one (1) 2023 Chevrolet 4500HD Crew Cab Dump Truck from Ray Chevrolet, in an amount not to exceed \$91,579.26.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk



CHEVROLET

(847) 587-3300

39 North Route 12

Fox Lake, Illinois 60020

www.raychevrolet.com

1) BUYER'S NAME Village of Buffalo Grove		2) BUYER'S NAME		DATE 04/06/2023	
ADDRESS 51 Raupp Blvd				HOME (847) 459-2545	
Buffalo Grove IL 60089				WORK	
				CELL	
YEAR 2023	MAKE Chevrolet	MODEL OR SERIES Silverado MD	BODY TYPE ew Cab Chassis-C	COLOR Summit White	TRIM Work Truck
MVI OR SERIAL NUMBER 1HTKJPVK7PH763026		STOCK NUMBER 45157	MILES 0	☐ NEW ☐ DEMO ☐ USED	
1) DRIVERS LICENSE # 1) SOC. SEC. # 2) DRIVERS LICENSE # 2) SOC. SEC. # GM CARD AUTHORIZATION # EMAIL ADDRESS CUSTOMER'S SIGNATURE SALES MANAGER DATE			TOTAL MSRP 91,517 TRADE ALLOW CASH DIFF SALES TAX L&T TOTAL BALANCE DUE DEPOSIT CDD REBATE TRADE BALANCE WARRANTY BAL DUE		
WE OWE 1.) 2.) 3.)			91,864.26 215 500 91,579.26		
TRADE 1		TRADE 2		DEPOSIT	
YEAR		YEAR		CDD	
MODEL & MAKE		MODEL & MAKE		REBATE	
VIN #		VIN #		TRADE BALANCE	
MILEAGE		MILEAGE		WARRANTY	
C & L		C & L		BAL DUE	

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED."

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order.

Alexander Connolly

THIS ORDER IS NOT A BINDING CONTRACT.

SALESMAN

APPROVED

CUSTOMER

THIS OFFER SUBJECT TO ACCEPTANCE BY DEALER.

NO PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE ISSUED WITH THIS TRANSACTION UNLESS HEREIN STATED!
 WHITE - DEALERSHIP COPY YELLOW - CUSTOMER COPY PINK - SALES PERSON COPY

Attachment: Ray Chevy Purchase Agreement (O-2023-42 : Department of Public Works Fleet Replacement - Forestry & Grounds)



**Ordinance No. O-2023-43 : Ordinance Authorizing the Purchase of
One 2022 Ford F-250 Service Body Truck from Victor Ford**

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase one 2022 Ford F-250 from Victor Ford, in an amount not to exceed \$64,523.26.

ATTACHMENTS:

- Victor Ford Memo -Public Works Building Maintenance (DOCX)
- Victor Ford Public Works Building Maintenance Ordinance (DOCX)
- Victor Ford Quote (PDF)

Trustee Liaison
Smith

Staff Contact
Jim Warnstedt, Public Works

Monday, April 17, 2023

VILLAGE OF
BUFFALO GROVE



DATE: April 5, 2023

TO: Dane Bragg, Village Manager

FROM: Josh Wallace, Fleet Manager

RE: Public Works Fleet Replacement – Building Maintenance

Recommendation

Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase one (1) 2022 Ford F-250 from Victor Ford, in an amount not to exceed \$64,523.26.

Background Information

The approved 2023 budget includes the replacement of unit 472, with a budgeted amount of \$80,000 which includes all necessary upfitting. Vehicle 472 is currently assigned to the Building Maintenance Department.

Unit 472 is a 2008 Ford F-350 pickup truck, with a budgeted replacement cost of \$80,000. The replacement unit is a 2022 Ford F-250 service body truck at a cost of \$ 64,523.26, and up to \$15,476.74 to upfit, for a total cost not to exceed \$80,000. Unit 472 is used daily within Building Maintenance for the completion of maintenance and repairs to Village facilities, as well as necessary fuel hauling for Village generators and equipment as needed. The upfit of this unit will include necessary warning lights & badging, ladder/pipe racking, secondary fuel cell & pump, lift gate and various other small features. Staff will evaluate existing equipment and transfer to the new truck, if possible, to minimize costs.

Currently the odometer is showing 63,236 miles. This unit is still in regular service and has reached the end of its useful life.

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

ORDINANCE 2023-_____**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE 2022 FORD F-250 SERVICE BODY TRUCK FROM VICTOR FORD**

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

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

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

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

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

SECTION 2. The Village Board has waived competitive bidding and authorized the Village Manager to purchase one (1) 2022 Ford F-250 Service Body Truck from Victor Ford, in an amount not to exceed \$64,523.26.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED: _____

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk



1400 Rand Road, Wauconda, IL 60084
www.victorford.com
847-526-6200

Date: **04/05/2023**

Salesperson: **Mark Larson**

Manager: **Chris Myers**

FOR INTERNAL USE ONLY

BUSINESS NAME **Village of Buffalo Grove**

Home Phone:

CONTACT

Address : **51 Raupp Blvd
BUFFALO GROVE, IL 60089
LAKE CO**

Work Phone: **(847) 459-2500**

E-Mail : **BBeitzel@VBG.org**

Cell Phone: **(847) 459-2545**

VEHICLE

Stock # : **T9080** New / Used : **New** VIN : **1FDBF2B62NEF37608** Mileage: **3**

Vehicle : **2022 Ford F-250** Color : **Z1**

Type : **F250 4X4 SD R/C** **F2B**

TRADE IN

Payoff : VIN : Mileage:

Vehicle : Color :

Type :

MSRP	64,226.00
Market Value Selling Price	64,226.00
Discount	250.00
Adjusted Price	63,976.00
Total Purchase	63,976.00
Trade Allowance	
Trade Difference	63,976.00
Taxable Fees (Estimated)	35.00
Doc Fee	347.26
Tax	.00
Non Tax Fees	165.00
Net Price	64,523.26
Trade Payoff	
Balance	64,523.26

Customer Approval: _____

Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

 Print  Reply  Forward  Process  View Raw Lead

From : victorfordil@victorfordil.forddirectcrmpro.com

To : BBeitzel@VBG.org

Date Time : 4/5/2023 12:45 PM

Subject : Mark Larson at Victor Ford 847-526-5541



Comments:

0 / 1500

 Save Comments

Hello Bryan, we will need a \$1000.00 , 100% refundable , for any reason, deposit to hold Stock number T9080 Brand New 2022 Ford F250 Service Body till April 18th. You, Mark Larson Sales Consultant for 24 years at Victor Ford direct 224-993-3258. Main line 847-526-6200 Wauconda IL 60084

Mark King Larson

224-993-3258

Sales and Leasing Consultant

Victor Ford

Rte 12, 1-1/2 Mi N Of Rte 176

WAUCONDA, IL 60084

Attachment: Victor Ford Quote (O-2023-43 : Department of Public Works Fleet Replacement - Building Maintenance)



RT. 12 1/4 Miles N. Of Rt. 176 • Wauconda, IL 60084
(847) 526-6200 • FAX (847) 526-6248
www.victorford.com

PAGE 1 OF 1

8.H.c

146219

AMOUNT	PAID BY	COMMENT
1,000.00	CC	DEP ON T9080

VILLAGE OF BUFFALO GROVE
50 RAUPP BLVD
BUFFALO GROVE IL 60089
6077

TOTAL RECEIVED: \$1,000.00
DATE-TIME: 05APR2023 15:07
CASHIER: HEATHER
LOCATION:
CASH DRAWER:

ACCOUNTING DISTRIBUTION

CO	JOURNAL	CO	ACCOUNT	AMOUNT	CONTROL	CONTROL2
1	56	1	10050	1,000.00		
		1	23000	-1,000.00	6077	

Attachment: Victor Ford Quote (O-2023-43 : Department of Public Works Fleet Replacement - Building Maintenance)



Ordinance No. O-2023-44 : Ordinance Authorizing the Purchase of One 2022 Ford F-350 Super Duty Truck from Morrow Brothers Ford

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase one 2022 Ford F-350 from Morrow Brothers Ford, in an amount not to exceed \$69,190.

ATTACHMENTS:

- Morrow Memo 2023 FD (DOCX)
- 2023 Fire Department Fleet Replacement Ordinance F250 (DOCX)
- BG update T7950 FD (PDF)

Trustee Liaison
Smith

Staff Contact
Jim Warnstedt, Public Works

Monday, April 17, 2023

VILLAGE OF
BUFFALO GROVE



DATE: April 6, 2023
TO: Dane Bragg, Village Manager
FROM: Josh Wallace, Fleet Manager
RE: Fire Department Fleet Replacement

Recommendation

Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase one (1) 2022 Ford F-350 from Morrow Brothers Ford, in an amount not to exceed \$69,190.

Background Information

The approved 2023 budget includes the replacement of unit 248, with a budgeted amount of \$80,000 which includes all necessary upfitting. Vehicle 248 is currently assigned to the Fire Department.

Unit 248 is a 2008 Ford F-250 truck, with a budgeted replacement cost of \$80,000. The replacement unit is a 2022 Ford F-350 with a cost of \$69,190, and \$16,320 to upfit, for a total cost of \$85,510. While the replacement cost is higher than budgeted, unit 296 came under budget by almost \$20,000, which will offset the additional cost. Unit 248's primary use is to tow the Department's technical rescue trailer on emergency responses as well as the drills that are required for BGFD personnel to maintain MABAS Division certification.

Unit 248 will also be used for a multitude of Fire Department support activities which include: Special Team (Water Rescue/Haz-Mat) incident support and training, fire training (movement of sheets of plywood, transporting turnout gear that has been exposed to smoke and its byproducts) and to transport Fire Department personnel to and from training opportunities. This truck will also be used to plow during Snow and Ice Operations.

Currently the odometer on unit 248 is showing 55,603 miles. This unit is still in regular service and nearing the end of its useful life.

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

Attachment: Morrow Memo 2023 FD (O-2023-44 : Fire Department Fleet Replacement)

ORDINANCE 2023-_____**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE 2022 FORD F-350 SUPER DUTY TRUCK FROM MORROW BROTHERS FORD**

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

WHEREAS, the Village of Buffalo Grove Fire Department requires the replacement of one Ford F-250 Truck; and

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

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

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

SECTION 2. The Village Board has waived competitive bidding and authorized the Village Manager to purchase one (1) 2022 Ford F-350 Super Duty Truck from Morrow Brothers Ford, in an amount not to exceed \$69,190.00.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

**Prepared for: Mr. Josh Wallace**

Village of Buffalo Grove

Prepared by: Richie Wellenkamp

04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

Pricing Summary - Single Vehicle

MSRP*Vehicle Pricing*

\$69,190.00

Total

\$69,190.00

 Customer Signature

 Acceptance Date

Attachment: BG update T7950 FD (O-2023-44 : Fire Department Fleet Replacement)

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**Prepared for: Mr. Josh Wallace**

Village of Buffalo Grove

Prepared by: Richie Wellenkamp

04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

As Configured Vehicle

Code	Description
Base Vehicle	
W3B	Base Vehicle Price (W3B)
Packages	
610A	Order Code 610A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i> - HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i> - Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>
Powertrain	
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes manual push-button engine-exhaust braking and intelligent oil-life monitor.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries - 34 Gallon Fuel Tank
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>
X3J	Electronic-Locking w/3.55 Axle Ratio
NONGV2	GVWR: 11,500 lb Payload Package
Wheels & Tires	
TCH	Tires: LT275/65Rx18E BSW A/S <i>Spare may not be the same as road tire.</i> <i>Includes:</i> - GVWR: 11,500 lb Payload Package
648	Wheels: 18" Sparkle Silver Painted Cast Aluminum <i>Includes bright hub covers/center ornaments.</i>
Seats & Seat Trim	
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>

Attachment: BG update T7950 FD (O-2023-44 : Fire Department Fleet Replacement)

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**Prepared for: Mr. Josh Wallace**

Village of Buffalo Grove

Prepared by: Richie Wellenkamp

04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

As Configured Vehicle (cont'd)

Code	Description
Other Options	
160WB	160" Wheelbase
17S	STX Appearance Package <i>Includes STX fender vent badge.</i> <i>Includes:</i> - Bright Chrome Grille - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Steering Wheel-Mounted Cruise Control - Wheels: 18" Sparkle Silver Painted Cast Aluminum <i>Includes bright hub covers/center ornaments.</i> - Tires: LT275/65R18E BSW A/S <i>Spare may not be the same as road tire.</i> - GVWR: 11,500 lb Payload Package
90L	Power Equipment Group <i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i> <i>Includes:</i> - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual folding, manually telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i> - Advanced Security Pack <i>Includes SecurILock Passive Anti-Theft System (PATs) and inclination/intrusion sensors.</i> - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Remote Keyless Entry
47B	Snow Plow/Camper Package Requires Dual Alternators (67A) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C). <i>Includes computer selected springs for snowplow application and heavy service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment) and slide-in camper certification. NOTE 1: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. Expect firmer ride when vehicle is not equipped with snowplow and/or camper. NOTE 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow and/or camper. NOTE 3: Dual battery (86M) recommended with 6.2L or 7.3L gasoline engines; See Body Builders Layout Book for details.</i> <i>Includes:</i> - Rear Stabilizer Bar

Attachment: BG update T7950 FD (O-2023-44 : Fire Department Fleet Replacement)

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04/06/2023

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2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

As Configured Vehicle (cont'd)

Code	Description
41P	Transfer Case & Fuel Tank Skid Plates
41H	Engine Block Heater
66B	BoxLink <i>Includes 4 premium locking cleats and interface brackets.</i>
67B	397 Amp Alternator
66L	LED Box Lighting <i>Includes LED Center High-Mounted Stop Lamp (CHMSL).</i>
52B	Trailer Brake Controller <i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i>
18C	6" Angular Bright Polished Step Bar
873	Rear CHMSL Camera <i>Display in center stack screen. Includes LED Center High-Mounted Stop Lamp (CHMSL) with cargo light and rear video camera.</i>
592	LED Roof Clearance Lights
PAINT	Monotone Paint Application
43B	Fixed Rear-Window w/Defrost
924	Privacy Glass
43C	110V/400W Outlet Requires Dual Alternators (67A) when ordered with Upfitter Switches (66S) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). <i>Includes 1 in-dash mounted outlet.</i>
41A	Rapid-Heat Supplemental Cab Heater <i>Includes: - 397 Amp Alternator</i>
76S	Remote Start System
66S	Upfitter Switches (6) Requires Dual Alternators (67A) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). <i>Located in overhead console.</i>
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>

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Village of Buffalo Grove

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04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

As Configured Vehicle (cont'd)

Code	Description
913	SYNC 3 Communications & Entertainment System <i>Includes enhanced voice recognition, 8" LCD capacitive touch screen in center stack with swipe capability, pinch-to-zoom capability included with available voice-activated touchscreen navigation system, 4.2" productivity screen in IP cluster, AppLink, 911 Assist, Apple CarPlay and Android Auto capability and 2 smart charging USB-C ports.</i> <i>Includes:</i> - 110V/400W Outlet Includes 1 in-dash mounted outlet.
61N	Front & Rear Wheel Well Liners (Pre-Installed)
87B	Bed Step
61S	Front Splash Guards/Mud Flaps (Pre-Installed)
62S	Rear Splash Guards/Mud Flaps (Pre-Installed)
Fleet Options	
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5 years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>
Emissions	
425	50-State Emissions System
Exterior Color	
PQ_01	Race Red
Interior Color	
AS_01	Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Sea
Upfit Options	
Delivery	Delivery to Buffalo Grove Public Works

Attachment: BG update T7950 FD (O-2023-44 : Fire Department Fleet Replacement)

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Village of Buffalo Grove

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04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

As Configured Vehicle (cont'd)

Code	Description
MKT	Market adjustment, Stock unit
MLT	New M License/Title

Attachment: BG update T7950 FD (O-2023-44 : Fire Department Fleet Replacement)

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Village of Buffalo Grove

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04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

Selected Equip & Specs

Dimensions

* **Conventional Capacity: 20,000 lbs.** * **GCWR: 30,000 lbs.** * **Fifth-wheel towing capacity: 19,000 lbs.** * **Gooseneck towing capacity: 22,200 lbs.** • Cargo box length: 81.9" • Cargo box min width: 51" • Cargo box volume: 65 cu.ft. • Pickup box depth: 21.1" • Cargo box max width: 67" • Cargo box tailgate width: 61" • Cargo box length feet: 6.8 • Vehicle body length: 250" • Vehicle body width: 80" • Vehicle body height: 81" • Wheelbase: 160" • Front track: 68" • Rear track: 67" • Vehicle turning radius: 26' • Cab to axle: 40" • Frame section modulus: 11 cu.in. • Frame yield strength (psi): 50000 • Front bumper to front axle: 38" • Front bumper to back of cab: 152" • Front brake diameter: 14.3" • Rear brake diameter: 14.3" • Interior cargo volume with seats folded: 52 cu.ft. • Max interior cargo volume: 52 cu.ft. • Total passenger volume: 131.8 cu.ft. • Headroom first-row: 40.8" • Headroom second-row: 40.4" • Leg room first-row: 43.9" • Leg room second-row: 43.6" • Shoulder room first-row: 66.7" • Shoulder room second-row: 65.9" • Hip room first-row: 62.5" • Hip room second-row: 64.7"

Powertrain

* **Powerstroke 6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 475HP** • Engine cylinders: V-8 • **Compression ignition system** * **Horsepower: 475 HP@2600 RPM** * **Torque: 1050 lb.-ft.@1600 RPM** * **Engine block heater** • Radiator * **Engine retarder system** • TorqShift 10-speed automatic • Part-time 4WD • Four-wheel drive * **Recommended fuel: diesel** • All-speed ABS and driveline traction control • Auto locking hub control • Electronic transfer case shift * **Driver selectable rear locking differential**

Fuel Economy and Emissions

* **Diesel secondary fuel type** • Federal emissions

Suspension and Handling

• Firm ride suspension • Heavy-duty front shock absorbers • Heavy-duty rear shock absorbers

Driveability

• 4-wheel disc brakes • Front and rear ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Brake assist system • Hill start assist • Mono-beam rigid axle front suspension • Front anti-roll bar • Front coil springs • Rigid axle rear suspension • Leaf spring rear suspension * **Rear anti-roll bar** • Hydraulic power-assist steering system • Re-circulating ball steering • 2-wheel steering system

Body Exterior

• Trailer wiring harness * **Running boards** • 4 doors • Standard style pickup box • Pickup bed-rail protectors • Clearcoat paint • Monotone paint * **Exterior badging** • Black side window trim • Black windshield trim • Black door handles * **Chrome front bumper** * **Body-coloured front bumper rub strip** • 2 front tow hooks * **Chrome rear bumper** • Rear bumper step * **Black grille with chrome surround** • Black door mirrors • Manual extendable trailer mirrors * **Convex spotter in driver and passenger side door mirrors** * **Turn signal indicator in door mirrors** • Conventional left rear passenger door • Conventional right rear passenger door • Tailgate * **LT275/65RS18 AS BSW front and rear tires** * **18 x 8-inch front and rear silver aluminum wheels**

Convenience

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Village of Buffalo Grove

Prepared by: Richie Wellenkamp

04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

Selected Equip & Specs (cont'd)

* **Power door locks with 2 stage unlocking** * **Keyfob activated door locks** * **All-in-one remote fob and ignition key** * **Power tailgate/rear door lock** * **Cruise control with steering wheel mounted controls** * **FordPass Connect smart device and keyfob engine start control** * Day/Night rearview mirror * **Power first-row windows** * **Retractable side steps** * **Rear window defroster** * Fixed rear windshield * Illuminated locking glove box * Illuminated glove box * Front beverage holders * Rear beverage holders * 8 beverage holders * **Driver and passenger door bins** * **Rear door bins** * Instrument panel covered bin * Dashboard storage * **Retained accessory power** * PRND in IP * Trip computer * **Upfitter switches**

Comfort

• Manual climate control • Cabin air filter • Rear under seat climate control ducts * **Additional in-cabin heater** • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Vinyl rear seat upholstery • Carpet rear seatback upholstery • Manual tilting steering wheel • Manual telescopic steering wheel • Urethane steering wheel

Seats and Trim

• Seating capacity: 6 • 40-20-40 split-bench front seat • Split-bench front seat • Driver seat with 4-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Front seat center armrest • Front seat armrest storage • Manual reclining driver seat • Manual driver seat fore/aft control • Manual reclining passenger seat • Manual passenger seat fore/aft control • Fixed rear seats • Split-bench rear seat • Height adjustable rear seat head restraints • Manual driver seat lumbar • Vinyl front seat upholstery

Entertainment Features

• 2 total number of 1st row displays * **8 inch primary LCD display** * **Primary monitor touchscreen** • AM/FM stereo radio • Seek scan * **SYNC 3 external memory control** • Speakers number: 4 • Standard grade speakers • Steering wheel mounted audio controls * **SYNC 3 voice activated audio controls** • Bluetooth wireless audio streaming • Fixed audio antenna

Lighting, Visibility and Instrumentation

* **Digital/analog instrumentation display** * **Configurable instrumentation gauges** • Trip odometer • In-radio display clock • Compass • Exterior temperature display • Vehicle systems monitor * **Gauge cluster display size (inches): 4.20** • Tachometer • Engine/electric motor temperature gauge * **Turbo/supercharger boost gauge** • Transmission fluid temperature gauge • Engine hour meter * **Diesel exhaust fluid (def) gauge** * **Deep tinted windows** • Aero-composite headlights • Halogen headlights • Autolamp auto on/off headlight control • Multiple enclosed headlights • Delay-off headlights • DRL preference setting • Variable intermittent front windshield wipers • Front reading lights * **Illuminated entry** • Rear reading lights • Variable instrument panel light • Daytime running lights * **Cab clearance lights** • High mounted center stop light • Pickup box cargo light * **Remote activated perimeter approach lighting** • Fade interior courtesy lights

Technology and Telematics

* **SYNC 3 911 Assist emergency SOS system via mobile device** • Bluetooth handsfree wireless device connectivity * **AppLink/Apple CarPlay and Android Auto smart device mirroring** • FordPass Connect 4G mobile hotspot internet access * **2 USB ports**

Attachment: BG update T7950 FD (O-2023-44 : Fire Department Fleet Replacement)


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Village of Buffalo Grove

Prepared by: Richie Wellenkamp

04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

Selected Equip & Specs (cont'd)

Safety and Security

• Driver front impact airbag • Seat mounted side impact driver airbag • Safety Canopy System curtain first and second-row overhead airbags • Passenger front impact airbag • Seat mounted side impact front passenger airbag • 6 airbags • Rear seat center 3-point seatbelt • Front height adjustable seatbelts • SecuriLock immobilizer • **Remote panic alarm** • **Security system** • MyKey restricted driving mode • Rear mounted camera • **Pickup box camera** • AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll • Manual rear child safety door locks

Dimensions

General Weights

* Curb weight	7,607 lbs.	* Rear curb weight	3,038 lbs.
* GVWR	11,500 lbs.	* Payload	3,940 lbs.

Trailer Weights

* Fifth-wheel towing capacity	19,000 lbs.	* Gooseneck towing capacity	22,200 lbs.
* Conventional capacity	20,000 lbs.	* GCWR	30,000 lbs.

Front Weights

* Front curb weight	4,569 lbs.	* GAWR front	6,000 lbs.
Axle capacity front	6,000 lbs.	* Spring rating front	6,000 lbs.
* Tire/wheel capacity front	6,830 lbs.		

Rear Weights

* GAWR rear	6,780 lbs.	Axle capacity rear	7,280 lbs.
* Spring rating rear	6,780 lbs.	* Tire/wheel capacity rear	6,830 lbs.

Off Road

Min ground clearance	8.5"	Loading floor height	36.9"
Approach angle	16.7°	Departure angle	20°

Exterior Measurements

Vehicle body length	250"	Vehicle body width	80"
Vehicle body height	81"	Wheelbase	160"
Cargo box length	81.9"	Front brake diameter	14.3"
Cargo box min width	51"	Rear brake diameter	14.3"
Cargo box volume	65 cu.ft.	Pickup box depth	21.1"
Cargo box max width	67"	Cargo box tailgate width	6'
Cargo box length feet	6.8	Front track	68"
Rear track	67"	Vehicle turning radius	21'
Cab to axle	40"	Frame section modulus	11 cu.in
Frame yield strength (psi)	50000	Front bumper to front axle	38"
Front bumper to back of cab	152"		

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Village of Buffalo Grove

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04/06/2023

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2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

Selected Equip & Specs (cont'd)*Interior Measurements*

Max interior cargo volume	52 cu.ft.	Interior cargo volume with seats folded	52 cu.ft.
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Interior Volume

Total passenger volume	131.8 cu.ft.
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Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"
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Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"
--------------------------	-------	---------------------------	-------

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.9"
-------------------------------	-------	--------------------------------	-------

Hip Room

Hip room first-row	62.5"	Hip room second-row	64.7"
--------------------------	-------	---------------------------	-------

Powertrain*Engine*

* Engine **Powerstroke 6.7L V-8 diesel direct injection, intercooled turbo, diesel, engine with 475HP**

Engine cylinders	V-8
------------------------	-----

* Ignition **Compression ignition system**

Engine block material	Iron engine block
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* Valves per cylinder	
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Engine location	Front mounted engine
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Engine mounting direction	Longitudinal mounted engine
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Cylinder head material	Aluminum cylinder head
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Engine Specs

* Displacement	6.7L
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* Bore	3.9"
--------------	------

* Compression ratio	15.8
---------------------------	------

* cc	405.9 cu.in
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* Stroke	4.25"
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SAE J1349	AUG2004 compliant
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Engine Power

* Horsepower	475 HP@2600 RPM
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* Torque	1050 lb.-ft.@1600 RPM
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Alternator

Alternator amps	157A
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* Alternator rating	240A
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* Alternator type	Dual alternator
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Battery

* Battery amps	78Ah
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* Battery rating	750CCA
------------------------	--------

* Battery type	Dual lead acid battery
----------------------	------------------------

Battery run down protection	Battery run down protection
-----------------------------------	-----------------------------

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2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

Selected Equip & Specs (cont'd)*Engine Extras*

* Block heater	Engine block heater	Radiator	Radiator
* Engine retarder	Engine retarder system		

Transmission

Transmission	TorqShift 10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.615	Second gear ratio	2.91
Third gear ratio	2.132	Fourth gear ratio	1.77
Fifth gear ratio	1.519	Sixth gear ratio	1.27
Reverse gear ratio	4.695	Seventh gear ratio	
Eighth gear ratio	0.851	Ninth gear ratio	0.68
Tenth gear ratio	0.632	Stall ratio	1.9
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler		

Drive Type

4WD type	Part-time 4WD	Drive type	Four-wheel drive
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Drivetrain

* Axle ratio	3.55
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Exhaust

Tailpipe	Stainless steel single exhaust
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Fuel

* Fuel type	diesel
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Fuel Tank

* DEF capacity	7.40 gal.	Fuel tank capacity	34.00 gal.
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Performance

* Performance acceleration	7.11s	* Performance quarter mile time	15.34
* Performance quarter mile speed	89.0 mph	* Lateral acceleration (g)	0.57
* Slalom speed	48.1 mph		

Drive Feature

Traction control	All-speed ABS and driveline traction control	Locking hub control	Auto locking hub control
Transfer case	Electronic transfer case shift	* Rear locking differential	Driver selectable rear locking differential

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**Prepared for: Mr. Josh Wallace**

Village of Buffalo Grove

Prepared by: Richie Wellenkamp

04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

Selected Equip & Specs (cont'd)*Provisions** Provisions **Snow plow provisions****Fuel Economy and Emissions***Fuel Economy** **Secondary fuel type** **Diesel secondary fuel type***Emissions*Emissions **Federal emissions****Suspension and Handling***Suspension*Suspension **Firm ride suspension**Front shock absorbers **Heavy-duty front shock absorbers**Rear shock absorbers **Heavy-duty rear shock absorbers****Driveability***Brakes*Brake type **4-wheel disc brakes**Ventilated brakes **Front and rear ventilated disc brakes**ABS brakes **Four channel ABS brakes**ABS brakes **4-wheel antilock (ABS) brake***Brake Assistance*Hill start assist **Hill start assist**Brake assist system **Brake assist system***Front Suspension*Anti-roll bar front **Front anti-roll bar**Suspension ride type front **Mono-beam rigid axle front suspension***Front Spring** **HD front springs** **Heavy-duty front springs**Springs front **Front coil spring***Rear Spring*Springs rear **Rear leaf springs**Rear springs **Heavy-duty rear spring***Rear Suspension** **Anti-roll bar rear** **Rear anti-roll bar**Suspension type rear **Leaf spring rear suspension**Suspension ride type rear **Rigid axle rear suspension**

Attachment: BG update T7950 FD (O-2023-44 : Fire Department Fleet Replacement)

**Prepared for: Mr. Josh Wallace**

Village of Buffalo Grove

Prepared by: Richie Wellenkamp

04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

Selected Equip & Specs (cont'd)*Steering*

Steering Hydraulic power-assist steering system

Steering type number of wheels .. 2-wheel steering system

Steering type Re-circulating ball steering

Exterior*Front Wheels*

* Front wheels diameter 18"

* Front wheels width 8

Rear Wheels

* Rear wheels diameter 18"

* Rear wheels width 8

Front And Rear Wheels

* Appearance silver

* Material aluminum

Front Tires

* Aspect 65

* Diameter 18

Sidewalls BSW

Speed L

Tread AS

Type L

* Width 275mm

* Front wheel - RPM 65

Rear Tires

* Aspect 65

* Diameter 18

Sidewalls BSW

Speed L

Tread AS

Type L

* Width 275mm

* Rear wheel - RPM 65

Body Exterior*Trailering*

Towing capability Trailer towing capability

Towing class Class V tow rating

Towing hitch Trailer hitch

Towing wiring harness Trailer wiring harness

* Towing brake controller Trailer brake controller

Towing trailer sway Trailer sway control

Exterior Features

Box style Standard style pickup box

Number of doors 4 door

* Running boards Running boards

* Skid plate 2 underbody skid plate

* Front splash guards Front splash guards

* Rear splash guards Rear splash guard

Body

Attachment: BG update T7950 FD (O-2023-44 : Fire Department Fleet Replacement)

**Prepared for: Mr. Josh Wallace**

Village of Buffalo Grove

Prepared by: Richie Wellenkamp

04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

Selected Equip & Specs (cont'd)

Body panels . . . Aluminum body panels with side impact beams

Mirrors

* Turn signal in door mirrors Turn signal indicator in door mirrors

* Convex spotter Convex spotter in driver and passenger side door mirrors

Spare Tire

Spare tire . . . Full-size spare tire with steel wheel

Spare tire location Crank-down spare tire

Tires

Front tires LT load rating E

Rear tires LT load rating

Wheels

Dual rear wheels Dual rear wheels

* Wheel covers Chrome hub wheel cover

Convenience*Door Locks*

* Door locks . . . Power door locks with 2 stage unlocking

* Keyfob door locks Keyfob activated door locks

* All-in-one key All-in-one remote fob and ignition key

* Tailgate control Power tailgate/rear door lock

Cruise Control

* Cruise control . . . Cruise control with steering wheel mounted controls

Key Fob Controls

* Fob remote engine controls FordPass Connect smart device and keyfob engine start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

* Door mirrors Power door mirrors

Folding door mirrors Manual folding door mirror

* Heated door mirrors Heated driver and passenger side door mirrors

Front Side Windows

* First-row windows . . . Power first-row windows

Overhead Console

Attachment: BG update T7950 FD (O-2023-44 : Fire Department Fleet Replacement)

**Prepared for: Mr. Josh Wallace**

Village of Buffalo Grove

Prepared by: Richie Wellenkamp

04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

Selected Equip & Specs (cont'd)

Overhead console Full overhead console

Overhead console storage Overhead consol
storage*Passenger Visor*

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

*** 120V AC power outlets 1 120V AC power
outlet***Pickup Box**** Boxside steps Retractable side steps***Rear Windshield**** Rear window defrosterRear window defroster**

Rear windshield Fixed rear windshiel

*Storage**** Door bins front Driver and passenger door
bins***** Door bins rear Rear door bin**

Number of beverage holders 8 beverage holders

Beverage holders Front beverage holder

Beverage holders rear Rear beverage holders

Glove box Illuminated locking glove bo

Illuminated glove box Illuminated glove box

Instrument panel storage Instrument pan
covered bin

Dashboard storage Dashboard storage

*Windows Feature**** One-touch up window Driver and passenger
one-touch up windows***** One-touch down window Driver an
passenger one-touch down windows***Windows Rear Side**** Second-row windows Power second-row
windows***Miscellaneous*

Trip computer Trip computer

PRND in IP PRND in I

*** Upfitter switches Upfitter switches***** Accessory power Retained accessory power****Comfort***Climate Control*

Climate control Manual climate control

Cabin air filter Cabin air filter

Rear under seat ducts Rear under seat climate
control ducts*** in-cabin heater Additional in-cabin heater***Headliner*

Headliner material Cloth headliner material

Headliner coverage Full headliner coverag

Attachment: BG update T7950 FD (O-2023-44 : Fire Department Fleet Replacement)

**Prepared for: Mr. Josh Wallace**

Village of Buffalo Grove

Prepared by: Richie Wellenkamp

04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

Selected Equip & Specs (cont'd)*Floor Trim*

Floor covering Full vinyl floor covering

Floor coverage..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim*Seat Capacity*

Seating capacity 6

Front Seats

Front seat type Split-bench front seat

Driver seat direction Driver seat with 4-way directional controls

Driver seat fore/aft control Manual driver seat fore/aft control

Passenger seat direction Front passenger seat with 4-way directional controls

Split front seats 40-20-40 split-bench front seat

Reclining passenger seat Manual reclining passenger seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraints Height adjustable front seat head restraints

Front head restraint control Manual front seat head restraint control

Armrests front center Front seat center armrest

Armrests front storage Front seat armrest storage

Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat

Rear seats fixed or removable Fixed rear seat

Folding second-row seats 60-40 folding rear seats

Rear seat direction Front facing rear seat

Rear seat folding position Fold-up rear seat cushion

Rear head restraints Height adjustable rear seat head restraints

Rear head restraint control Manual rear seat head restraint control

Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Vinyl front seatback upholstery

Attachment: BG update T7950 FD (O-2023-44 : Fire Department Fleet Replacement)

**Prepared for: Mr. Josh Wallace**

Village of Buffalo Grove

Prepared by: Richie Wellenkamp

04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

Selected Equip & Specs (cont'd)*Interior Accents*

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features*LCD Displays** **Primary monitor touchscreen Primary monitor touchscreen**

Number of first-row LCD displays 2 total number of 1st row displays

* **LCD primary display size 8 inch primary LCD display***Radio Features** **External memory SYNC 3 external memory control**

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

* **Voice activated audio SYNC 3 voice activated audio controls**

Wireless streaming Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation*Instrumentation*

Trip odometer Trip odometer

* **Instrumentation display Digital/analog instrumentation display*** **Configurable instrumentation gauges Configurable instrumentation gauges***Instrumentation Displays*

Temperature display Exterior temperature display

Systems monitor Vehicle systems monitor

Clock In-radio display clock

Compass Compass

Instrumentation Gauges

Tachometer Tachometer

Transmission temperature gauge Transmission fluid temperature gauge

Attachment: BG update T7950 FD (O-2023-44 : Fire Department Fleet Replacement)

**Prepared for: Mr. Josh Wallace**

Village of Buffalo Grove

Prepared by: Richie Wellenkamp

04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

Selected Equip & Specs (cont'd)

* **Turbo gauge** **Turbo/supercharger boost gauge**

* **Gauge cluster display size (inches)** **4.20**

* **DEF fluid gauge** **Diesel exhaust fluid (def) gauge**

Instrumentation Warnings

Engine temperature warning Engine temperature warning

Low fuel warning Low fuel warning

Battery charge warning Battery charge warning

Key in vehicle warning Key in vehicle warning

* **Service interval warning** **Intelligent Oil-Life Monitor service interval indicator**

* **Low diesel exhaust fluid (DEF) warning** **Low diesel exhaust fluid (DEF) warning**

Glass

* **Tinted windows** **Deep tinted windows**

Headlights

Headlights Halogen headlights

Auto headlights Autolamp auto on/off headlight control

Delay off headlights Delay-off headlights

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

* **Illuminated entry** **Illuminated entry**

Front reading lights Front reading lights

Lights

Running lights Daytime running lights

* **Clearance lights** **Cab clearance lights**

Pickup box cargo light Pickup box cargo light

Engine/electric motor temperature

gauge Engine/electric motor temperature gauge

Engine hour meter Engine hour meter

Oil pressure warning Oil pressure warning

Low brake fluid warning Low brake fluid warning

Headlights on reminder Headlights on reminder

Door ajar warning Door ajar warning

Low tire pressure warning Tire specific low air pressure warning

Headlight type Aero-composite headlight

Multiple headlights Multiple enclosed headlights

DRL preference setting DRL preference setting

Variable panel light Variable instrument panel light

Rear reading lights Rear reading lights

Interior courtesy lights Fade interior courtesy lights

High mount stop light High mounted center stop light

* **Perimeter approach lighting** **Remote activate perimeter approach lighting**

Technology and Telematics

Attachment: BG update T7950 FD (O-2023-44 : Fire Department Fleet Replacement)

**Prepared for: Mr. Josh Wallace**

Village of Buffalo Grove

Prepared by: Richie Wellenkamp

04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

Selected Equip & Specs (cont'd)*Connectivity*

Handsfree Bluetooth handsfree wireless device connectivity

*** Smart device integration AppLink/Apple CarPlay and Android Auto smart device mirroring***** Emergency SOS SYNC 3 911 Assist emergency SOS system via mobile device***Internet Access*

Internet access ... FordPass Connect 4G mobile hotspot internet access

*USB Ports**** USB ports 2 USB ports****Safety and Security***Airbags*

Front impact airbag driver Driver front impact airbag

Number of airbags 6 airbag

Front impact airbag passenger ... Passenger front impact airbag

Front side impact airbag driver Seat mounted side impact driver airbag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt

Height adjustable seatbelts Front height adjustable seatbelts

Security System

Immobilizer SecuriLock immobilizer

*** Remote panic alarm Remote panic alarm***** Security system Security system***Active Driving Assistance*

Restricted driving mode MyKey restricted driving mode

Cameras

Rear camera Rear mounted camera

*** Pickup box camera Pickup box camera***Traction Control*

Electronic stability control ... AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll

Attachment: BG update T7950 FD (O-2023-44 : Fire Department Fleet Replacement)

**Prepared for: Mr. Josh Wallace**

Village of Buffalo Grove

Prepared by: Richie Wellenkamp

04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)Price Level: 280

Selected Equip & Specs (cont'd)

Occupant Safety

Child door locks ... Manual rear child safety door
locks

Attachment: BG update T7950 FD (O-2023-44 : Fire Department Fleet Replacement)

**Prepared for: Mr. Josh Wallace**

Village of Buffalo Grove

Prepared by: Richie Wellenkamp

04/06/2023

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 6204

2022 F-350 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W3B)

Price Level: 280

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 mile

Powertrain Warranty

Powertrain warranty 60 months/60,000 mile

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimite

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 mile

Attachment: BG update T7950 FD (O-2023-44 : Fire Department Fleet Replacement)

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Ordinance No. O-2023-45 : Ordinance Authorizing the Purchase of an Asphalt Hot Box Trailer from Midwest Paving Equipment, Inc.

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends the Village Board authorize the Village Manager to purchase one 2023 Falcon 5D2TT Asphalt Hot Box from Midwest Paving Equipment, Inc. through the Sourcewell Purchasing Cooperative in accordance with the Illinois Joint Purchasing Act, in a total not to exceed amount of \$39,595.

ATTACHMENTS:

- Hot Box Memo 2023 (DOCX)
- Hot Box Asphalt Trailer Ordinance (DOCX)
- Est 1609 Buffalo Grove A Hot Box (PDF)

Trustee Liaison
Smith

Staff Contact
Jim Warnstedt, Public Works

Monday, April 17, 2023

VILLAGE OF
BUFFALO GROVE



DATE: April 4, 2023

TO: Dane Bragg, Village Manager

FROM: Josh Wallace, Fleet Manager

RE: Department of Public Works Asphalt Equipment Replacement

Recommendation

Staff recommends the Village Board authorize the Village Manager to purchase one (1) 2023 Falcon 5D2TT Asphalt Hot Box from Midwest Paving Equipment, Inc. through the Sourcewell 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 \$39,595.

Background Information

The approved 2023 budget includes the replacement of unit E29, with a budgeted amount of \$40,000, which is currently assigned to the Street Section.

Unit E29 is a 2015 Stepp Asphalt Hot Box SSPH, which is used for heating, hauling, storing, and dispensing hot mix and cold patch asphalt. Currently the hour meter is showing 3,725 hours on this unit. This equipment is still in regular service and nearing the end of its useful life. Recently, unit E29 is experiencing increased repairs and downtime.

The proposed replacement unit is a 2023 Falcon 5D2TT Asphalt Hot Box. It is recommended that the Village purchase this unit from Midwest Paving Equipment, Inc. through the Sourcewell contract # 052417-FRM in accordance with the Illinois Joint Purchasing Act (30 ILCS 525/0.01 et seq.), in an amount not to exceed \$39,595.

If the replacement is approved, the plan at this time is to sell unit E29 at auction for asset recovery when the replacement is delivered.

ORDINANCE 2023-_____

**AN ORDINANCE AUTHORIZING THE PURCHASE OF AN ASPHALT HOT BOX TRAILER FROM MIDWEST
PAVING EQUIPMENT, INC.**

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

WHEREAS, the Village of Buffalo Grove Public Works Department requires an Asphalt Hot Box Trailer to maintain asphalt pavement; and

WHEREAS, the Village will make purchases in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.).

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

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

SECTION 2. The Village Manager is authorized to purchase one Asphalt Hot Box Trailer from Midwest Paving Equipment, Inc., through the Sourcewell purchasing cooperative, in accordance with the Illinois Joint Purchasing Act (30 ILCS 525/0.01 et seq.), in an amount not to exceed \$39,595.00.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk


Midwest Paving Equipment, Inc.

757 DuPage Blvd Suite 2387
 GLEN ELLYN, IL 60137 US
 (630) 453-0772

Midwest Paving Equipment, Inc.

Estimate

ADDRESS

Village of Buffalo Grove
 51 Raupp Blvd.
 Buffalo Grove, IL 60089

SHIP TO

Village of Buffalo Grove
 51 Raupp Blvd.
 Buffalo Grove, IL 60089

ESTIMATE # 1609
DATE 03/09/2023
EXPIRATION DATE 04/20/2023

ACTIVITY	QTY	RATE	AMOUNT
5D2TT 2-Ton Falcon Asphalt Recycler & Hot Box Trailer 12-Volt Battery Triple Wall Construction and Fully Insulated Automatic Temperature Control Diesel Burner VIP Technology - Voltage Indicator and Protector Controller Automatically Prevents Burner(s) from Operating Below Burner Manufacturer's Required Voltage One-Piece, Seamless Ceramic Combustion Chamber Independently Certified 92% Fuel Efficiency Diamond Tread Plate Hopper Access Platform Electric Brakes w/ Safety Breakaway Conspicuity Tape Included Options: Battery Charger Package Single diesel burner Dump Box -power up/power down Tandem Axle Trailer Frame - 2" x 6" x 1/4" Tubular Steel Standard frame – 16' Falcon Smart Control package includes VIP, 7-day timer, fuel level gauge, hour meter, voltmeter, and temperature gauge LED Lighting Upgrade - Two Red Stop/Tail/Turn Lights and One Amber Strobe Per Side LED night work lights Strobe warning light Upgrade to ST235/80R 16" Tires - Load Range E Tool Holder - 3-Positions Release agent basket	1	36,607.00	36,607.00

ACTIVITY	QTY	RATE	AMOUNT
GVWR: 9990 lbs			
Freight	1	990.00	990.00
Freeland, MI to Buffalo Grove, IL			
Steel Surcharge	1	1,750.00	1,750.00
Steel Surcharge			
Paint	1	0.00	0.00
Color Falcon Red, Falcon Orange, Falcon Yellow, or Black			
Trailer Plug	1	0.00	0.00
Specify One (RV plug Round Plug 7 Flat pins) (Semi Plug round Plug 7 round Pins) (Cole Hersey Round Plug 6 Round Pins)			
Warranty	1	0.00	0.00
Two Year Factory, Lifetime Frame Warranty			
Falcon CCMFG	1	0.00	0.00
5 Year Combustion Chamber Maintenance Free Guaranty			
Manual	1	0.00	0.00
Operator, Parts and Service Manual (Electronic)			
Training	1	0.00	0.00
On-site Operation and Service Training			
Discount	-1	1,750.00	-1,750.00
Sourcewell no steel Surcharge			
Discount	-1	3,660.00	-3,660.00
Sourcewell Contact # 052417-FRM			
			Subtotal: 33,937.00
Falcon NOW Options	1	0.00	0.00
Falcon NOW Options			
NJP0067	1	309.00	309.00
Step (to Hopper Access Platform)			
NJP0045	1	394.00	394.00
Basket for mounting Plate Compactor (id 24" x 24")			
NJP0050	1	293.00	293.00
Extended Trailer Hitch - 3 Feet Total (Not Available w/ 6-Ton Trailer or Surge Brake Trailers)			
NJP0062	1	664.00	664.00
Install Customer Supplied Spoils Bin. Includes sandblast, paint to match unit, and mounting of bin on Curbside front hopper area.			
NJP0056	1	3,382.00	3,382.00
Hoist w/ 12-Volt Winch for Lifting 500 lbs.			
NJP0059	1	610.00	610.00
Front and Rear Hopper Extensions			
NJP0099I	1	437.00	437.00
Unloading Door Shovel Pocket (2 total)			
NJP1099A	1	198.00	198.00
Shovel Clip (Stainless Steel) Pair Mounted Curbside angled Hopper wall			
Discount	-1	629.00	-629.00
Sourcewell Contact # 052417-FRM			

Attachment: Est 1609 Buffalo Grove A Hot Box (O-2023-45 : Department of Public Works Asphalt Equipment Replacement)

ACTIVITY	QTY	RATE	AMOUNT
			Subtotal: 5,658.00
Why a FALCON?	1	0.00	0.00

Why Falcon?

It's Versatile

- Recycle leftover asphalt, chunks and millings (a dual burner unit is required to recycle millings)
- Transport asphalt and keep it hot all day and hold it overnight
- Heat and re-heat cold patch

It's Cost-Effective

- When used as a hot box, it eliminates asphalt waste that occurs in the back of an unheated truck bed
- When used as a recycler, it recycles leftover asphalt and asphalt chunks torn up from the pavement
- Independently certified 92% fuel efficiency – uses less than 3 gallons of fuel per 8-hour shift

It's Reliable

- VIP Technology (patent pending) – Protects burner components by automatically preventing burner from operating with low battery voltage
 - A Falcon is designed to allow the burner to run while in tow - preventing material from cooling while being transported
 - Heat management system is engineered to provide even hopper temperatures – eliminating material scorching from hot spots and material hardening from cold spots
 - Standard 2-year machine warranty and lifetime frame warranty
- It's a Falcon

***Leadtime is currently 120 days. Leadtime will be verified at time of order.

SUBTOTAL	39,595.00
TAX	0.00
TOTAL	\$39,595.00

Accepted By

Accepted Date



Ordinance No. O-2023-46 : Ordinance Authorizing an Inspection Services Agreement with Duke's Root Control, Inc.

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends approval of an agreement with Dukes Root Control for smoke testing and manhole inspection services, subject to review and approval by Village Attorney. Based upon the scope of work the total value of this contract is \$90,586.00, with a contingency fund in the amount of \$9,058.60.

ATTACHMENTS:

- Dukes Memo (DOCX)
- Dukes Ordinance (DOCX)
- 2023-04-04-Bufferalo Grove-Annual Activities Plan (PDF)

Trustee Liaison
Smith

Staff Contact
Kyle Johnson, Engineering

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 13, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: Duke's Root Control Testing and Inspection

Staff Recommendation

Staff recommends approval of the Duke's Root Control, Inc. contract, subject to review and approval by Village Attorney. Based upon the scope of work the total value of this contract is \$90,586.00. Due to the size and scope of the project, staff recommends a contingency fund be created and controlled by the Village in the amount of \$9,058.60 (10.0% of the project cost).

Overview

All separate sanitary sewer systems in Cook & Lake County require execution of their Long-Term Operation and Maintenance Programs. The progress of this work is tracked through an annual permit process for the Metropolitan Water Reclamation District (MWRD) and Lake County Public Works (LCPW). Parts of that documentation and permitting include, but are not limited to:

- Assisting in risk assessment and emergency program development
- Review annual map updates for completeness
- Annual operational review of lift stations
- Basin system capacity evaluation updates
- Smoke testing / dye water testing / flow metering in problem areas
- Review of Village's annual rehabilitation program
- Research of funding opportunities
- Review of ordinance changes from a technical standpoint

Ciorba Group, Inc. is heavily involved in the design and operation of the Village's sanitary sewer system in while also assisting in our permitting process for both these agencies. They have assisted in developing the quote from Duke's to meet the requirements of each permit, which is detailed in the attached letter.

ORDINANCE 2023-_____**AN ORDINANCE AUTHORIZING AN INSPECTION SERVICES AGREEMENT WITH DUKE'S ROOT CONTROL, INC.**

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

WHEREAS, the Village seeks to enter into an inspection services agreement with Duke's Root Control, Inc. for Metropolitan Water Reclamation District (MWRD) Annual and Lake County Public Works required inspection,

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

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

SECTION 2. The Village Manager is authorized to enter into an inspection services agreement with Duke's Root Control, Inc. for Metropolitan Water Reclamation District (MWRD) Annual and Lake County Public Works required inspection at a price not to exceed \$99,644.60.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Dukes Ordinance (O-2023-46 : CMOM Required Testing and Inspection)

April 4, 2023

Mr. Ted Sianis, PE
Civil Engineer II
Village of Buffalo Grove
51 Raupp Boulevard
Buffalo Grove, Illinois 60089

Subject: 2023 Village Sewer System Inspection Program Plan Recommendations

Dear Mr. Sianis:

The purpose of this letter is to summarize the Village's annual compliance activities related to the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Long Term Operation and Maintenance Plan (LTOMP) as well as Lake County requirements.

COOK COUNTY

Section 805 of the Technical Guidance Manual states:

A goal is to inspect the entire public sanitary sewer system on a 10-year cycle. At minimum, two (2%) of the sanitary sewer system must be inspected each year.

The Village's adopted LTOMP also states in Part 15:

As part of the Long-Term Program, the Village plans to continue inspecting a minimum of 2% of their system per year or 10% over five years based on availability of funding.

Per the WMO TGM, an inspection program should include sewers, force mains, manholes, lift stations and other appurtenances. The following sections summarize past activities and provide a recommendation on future activities for inspection.

SEWERS

Goal: Inspect all Cook County sewers (209,127') over a 10-year cycle. At minimum, inspect 2% (4,182') per year or 10% (20,912') over five years. Sewer inspection includes Closed Circuit Television inspection (CCTV) and Smoke Testing.

Progress (CCTV): Up to 2019, the Village completed CCTV testing of the entire high risk sewer basin totaling 22,613'. In 2020 - 2022, the Village completed CCTV testing of an additional 30,980' (10,068' in 2020, 13,206' in 2021, 0' in 2022).

Progress (Smoke Testing): The Village completed smoke testing of the entire high risk sewer basin in 2017 (22,613'). In 2020, the Village completed smoke testing in the Cambridge area (22,546'). No smoke testing was completed in 2021 or 2022.

Progress Summary: Table 1 summarizes cumulative sewer inspection efforts through 2022.



Table 1: 2022 Cumulative Sewer Inspection Summary

Period	CCTV		Smoke	
	Length	% of Total ¹	Length	% of Total ¹
2015 - 2019	22,613'	10.8%	22,613	10.8%
2020	10,068'	4.8%	22,546	10.8%
2021	13,206'	6.3%	0	0%
2022	0'	0%	0	0%
Total	45,887'	21.9%	45,159	21.6%

Notes:

1. Total Cook County sewers = 209,127'

Recommendations: The Village should continue to inspect a minimum of 4,182' annually by CCTV in order to maintain the target of 2% of the system per year defined in the LTOMP.

Smoke testing on the other hand, is best handled by basin. Smoke testing in 2017 targeted the high-risk service basin tributary to the OTP Lift Station. Smoke testing in 2020 targeted Service Basins tributary to the Cambridge on the Lake Lift Station and the Cambridge Court Lift Station. For 2023, we recommend smoke testing Master Plan Basin CW-10A (Raupp Lift Station). This Basin overlaps with targeted manhole inspection locations identified by the Village and serves a lift station that has not been upgraded to the Village's submersible standard.

Quotations for the smoke testing work in this basin were received from Dukes Root Control, Inc. and RJN Group at the end of 2021. At that time we recommended moving forward with Dukes Root Control. We received an update quote from Dukes Root Control on February 14, 2023, which is provided in Attachment #1. We recommend the Village move forward with Dukes Root Control for smoke testing of this basin, based on an approximate budget of \$28,000 (Smoke Testing Task 1 in quotation).

MANHOLES

Goal: Inspect all Cook County manholes (1,043) over a 10-year cycle. At minimum, inspect 2% (21) per year or 10% (104) over five years.

Progress Summary: The Village completed the inspections of all 107 manholes in the high-risk Basin in 2018 and 2019. Although manhole defects were also identified in the Cambridge Basins from 2020 smoke testing efforts, manholes were not actually inspected with NASSCO methodology but rather from smoke observations and have not been counted towards cumulative totals. Table 2 summarizes cumulative manhole inspection efforts through 2022.



Table 2: 2022 Cumulative Manhole Inspection Summary

Period	Manholes	
	#	% of Total ¹
2015 - 2019	107	10.2%
2020	0	0%
2021	8	0.8%
2022	18	1.7%
Total	115	12.7%

Notes:

1. Total Cook County manholes = 1,043.

Recommendations: Since the adoption of the LTOMP, manhole inspection activity has been minor. In order to maintain an average inspection rate of 2% per year, an additional 78 manholes need to be inspected by 2025. In 2021, the Village provided manhole locations to target for inspection. Quotations were received by RJN and Dukes Root Control in 2020 at which time Ciorba recommended the Village proceed with the work as quoted by Duke's Root Control. An updated quote was received by Dukes on February 14, 2023. We recommend the Village move forward with Dukes Root Control for the inspection of 381 manholes at the MACP Level 1 detail at an approximate cost of \$29,000.

LIFT STATIONS

Goal: Inspect all Cook County lift stations (6) over a 10-year cycle.

Progress Summary: By the end of 2023, 3 of the Cook County lift stations (Golfview, Chatham, Cambridge on the Lake) will have been reconstructed to the Village's current standard. All lift stations will be inspected again in 2022 as a part of the Village's Sanitary Sewer Master Plan project.

Recommendations: Lift station inspection in 2023 should be completed as needed to support the Infrastructure Modernization Program (IMP).

FORCE MAINS

Goal: Inspect all Cook County force mains over a 10-year cycle.

Progress Summary and Recommendations: Recent force main inspection activity and recommendations are provided in **Table 3** below.



Table 3: 2022 Force Main Inspection Summary

Location	Dia	Length	Activity	Recommendations
Raupp LS FM	10"	4,656'	No activity in past 10 years.	We do not recommend inspection at this time. The Master Plan and IMP include re-working these basins that will result in new force mains in the coming years.
OTP LS FM	10"	3,891'		
Golfview LS FM ¹	8"-12"	2,401'		
Old COTL LS FM ¹	8"-12"	2,124'	No inspection activity in past 10 years.	Abandon ±1,500' of existing force in 2023 under Berger contract.
New COTL LS FM	10"	1,038'	Newly constructed in 2022 and inspected via pressure test.	Inspect new force main in 2042 (20-years after construction).
Cambridge Court LS FM	10"	2,458'	New construction in 2020.	Force main in good condition and likely to be abandoned within 2-years. No future activity anticipated.
Chatham LS FM	16"	823'	Video inspection in 2020.	Force main found to be in good condition and sized appropriately. Re-inspect in 2035.

Notes:

1. 637' of force main shared between Golfview and COTL.

LAKE COUNTY

Summary: Annual maintenance requirements of the sewer system in Lake County is summarized in Section 6.2 of the 2022 Sanitary Sewer Master Plan and specifically **Table 6.1** which has been re-pasted below for convenience.

Master Plan Table 6.1: Lake County Annual Inspection and Maintenance Activities

Requirement	Quantifiable Target	Recommendation
I&I Reduction	Neither the agreement nor the CMOM report provides a quantifiable requirement.	Review if smoke testing is warranted in lift station basins on an annual basis.
Jet Rodding	Jet rod 10% of overall system under 24" annually, or approximately 50,000' / year	Complete highest percentage of target footage as Village forces can accommodate.
Hit List Jet Rodding	Jet rod identified locations twice per year.	Meet quantifiable target.



Requirement	Quantifiable Target	Recommendation
CCTV Inspection (Sewers < 24")	Televis on same schedule as jet rodding, or approximately 50,000' / year.	Complete highest percentage of target footage as Village forces can accommodate.
CCTV Inspection (Sewers ≥ 24")	Televis all sewers in a 15-year cycle, or approximately 1,000' per year.	Complete highest percentage of target footage as Village forces can accommodate.
Root Control	Complete chemical root treatment of all areas identified by CCTV within a 4-year cycle.	Maintain a running list of locations based on annual CCTV inspections. Complete chemical root treatment of 25% of listed locations annually.
Sewer Lining	Maximum distance achieved with annual budget (currently \$200,000 for the entire Village)	Line a distance equivalent to \$100,000 based on annual bids.
Manhole Inspections / Improvements	Maximize the number of structures for annual inspection and rehabilitation within limits of annual budget (currently \$150,000 for the entire Village)	Although not listed in the CMOM or agreement, include manhole inspections for long term I&I reduction. It is recommended that rehabilitation efforts follow inspection efforts.

Recommendations: The Master Plan further recommends that Lake County maintenance activities target basins by priority rank, with Basin L21A (tributary to Camelot Lift Station) being the highest priority. Quotations for the smoke testing work in this basin were received from Dukes Root Control on February 14, 2023, which is provided in Attachment #1. We recommend the Village move forward with Dukes Root Control for smoke testing of this basin, based on an approximate budget of \$29,000 (Smoke Testing Task 2). We understand funding sources to include the Village CMOM Project #6001 as well as through Ciorba Group's contract with the Village for MWRD Annual Documentation and Compliance.

SUMMARY

We recommend the Village carry out the activities summarized in the Dukes Root Control February 14, 2023 quotation provided in Attachment #1. We understand funding sources to include the Village CMOM Project #6001 as well as through Ciorba Group's contract with the Village for MWRD Annual Documentation and Compliance.

Please contact me with any questions.

Sincerely,
Ciorba Group, Inc.

Luke A. Mattson, P.E.
Water Resources Project Manager

ATTACHMENT 1
2023 MANHOLE / SMOKE TESTING
PROPOSAL



02 / 14 / 2023

Luke Mattson, PE
Ciorba Group, Inc.
8725 W Higgins Rd, Suite 600
Chicago, IL 60631

Village of Buffalo Grove - Manhole Inspection / Smoke Testing

Name	Price	UM	QTY	Subtotal
Smoke Testing Program: Task 1 Cook County Basin: CW10A Sewer Length: ±30,635' Smoke Testing Program Includes: • Resident door tag (post and pull) • Police/fire coordination • 2-3 operators, 1-2 blowers • NASSCO format • GPS points of defects • Geodatabase deliverables of all data and reports	\$0.90	LF	30635	\$27,571.50
Smoke Testing Program: Task 2 Lake County Basin: L21A Sewer Length: ±37,155'	\$0.90	LF	37155	\$33,439.50
Level 1 MACP Manhole Inspection Level 1 MACP surface inspection and reporting services	\$75.00	EA	381	\$28,575.00
☐ Level 2 Manhole Inspection Program Manhole Inspection & Assessment Program Includes: • Pano 360 SI - digital 360 manhole inspections • MACP deliverables with repair recommendations • GDB / GIS shape files with all deliverables • Deliverables Review Meeting	\$145.00	EA	381	\$55,245.00
Traffic Control	\$1,000.00	LS	1	\$1,000.00

Total \$90,586.00

Proposal pricing is valid for 90 days.

We ask that our clients assist with structures that are not located or accessible while our crews are in the field in an effort to achieve full project completion. If assistance with access to structures cannot be completed within 24 hours after crews complete field work, a remobilization fee may be applied to complete remaining structures on the project.

Monthly progress billing will be based on field work completed to date. 10% of the item value will be withheld from billing until receipt and approval of final deliverables for the project. Any mobilization fees will be billed as they are incurred.

Sincerely,

Duke's Root Control, Inc.

Pat Cahill
Midwest Regional Manager
708-790-2975

pcahill@dukes.com

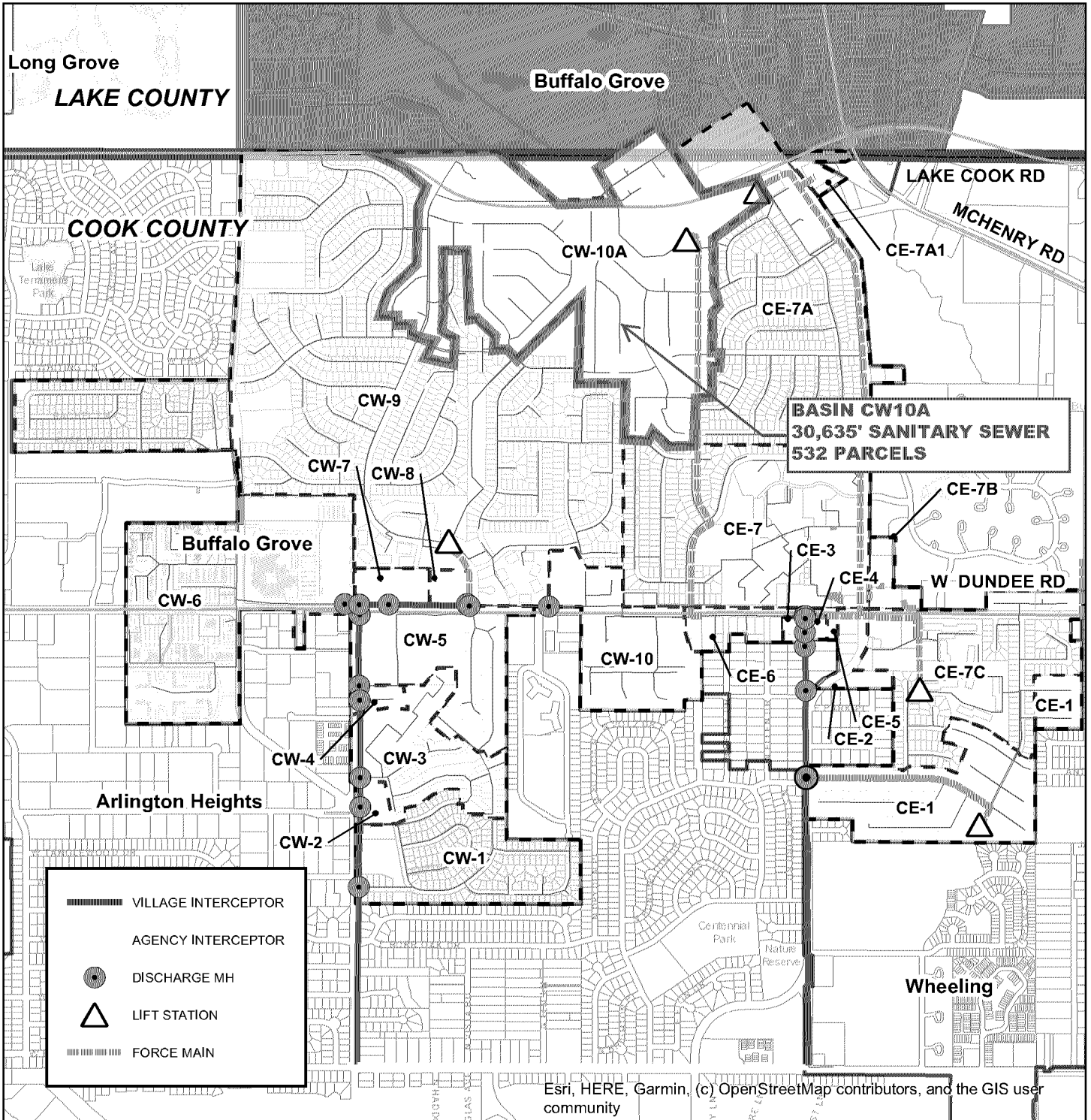
Approved By:

Ciorba Group, Inc.

Luke Mattson, PE

Title:

Attachment: 2023-04-04-Buffalo Grove-Annual Activities Plan (O-2023-46 : CMOM Required Testing and Inspection)

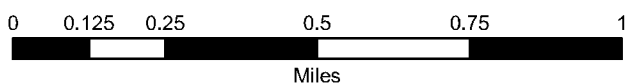


Attachment: 2023-04-04-Buffalo Grove-Annual Activities Plan (O-2023-46 : CMOM Required Testing and Inspection)

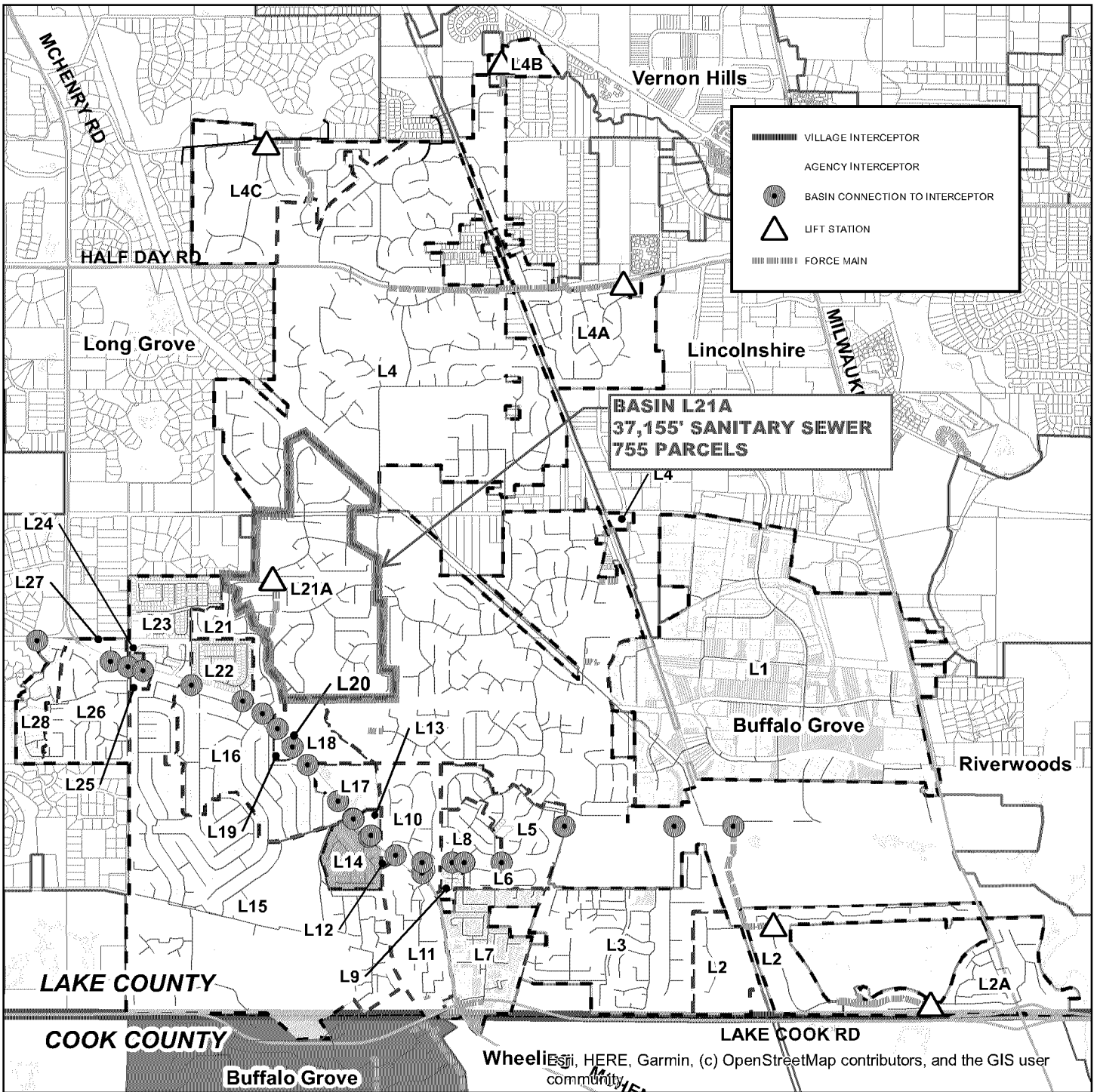


2023 COOK COUNTY SMOKE TESTING BASIN LOCATION

FIGURE 5: COOK COUNTY SANITARY SEWER BASIN MAP

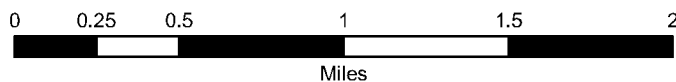


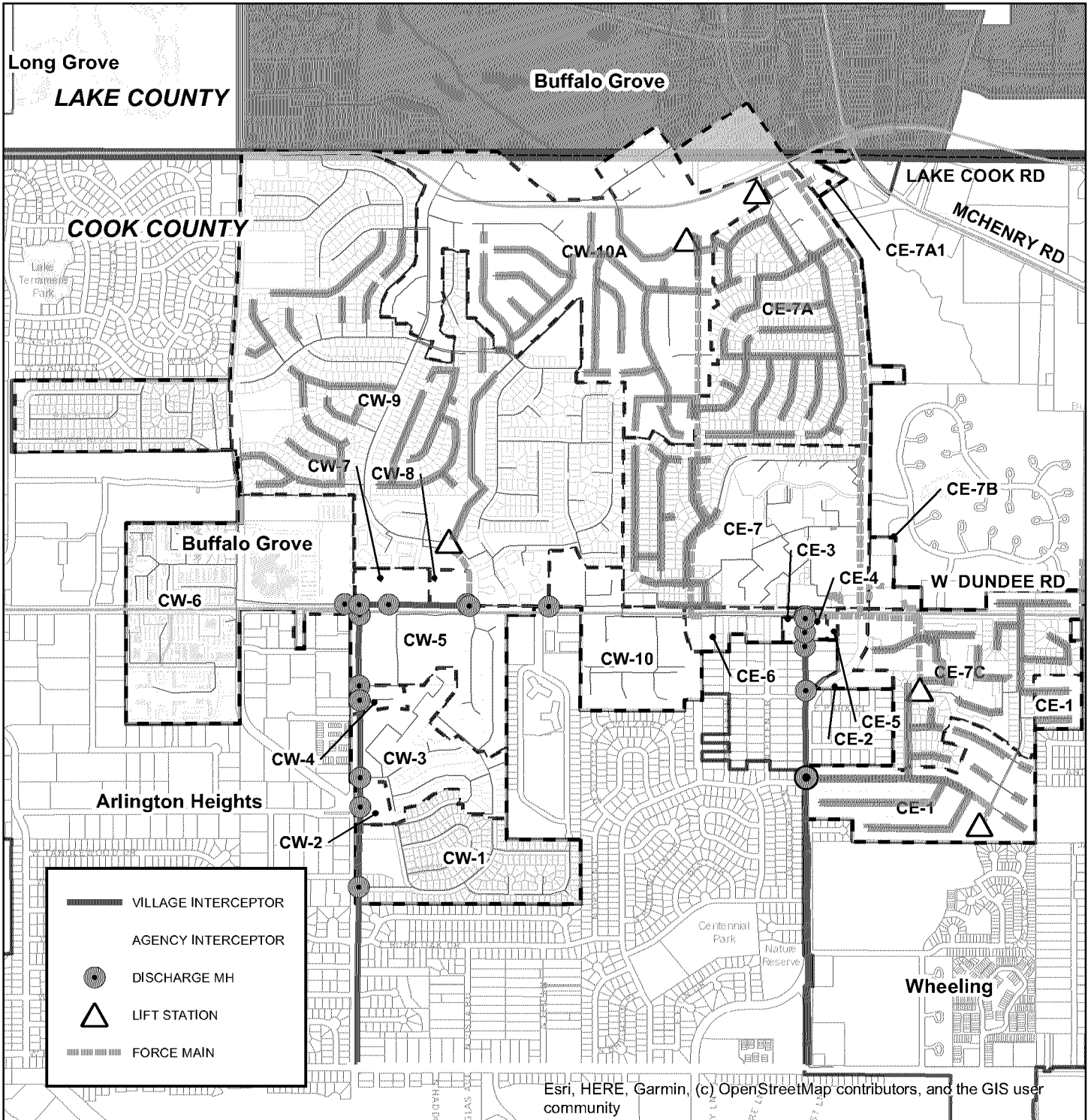
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2023 LAKE COUNTY SMOKE TESTING BASIN LOCATION

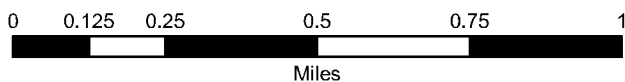
FIGURE 3: LAKE COUNTY SANITARY SEWER BASIN MAP

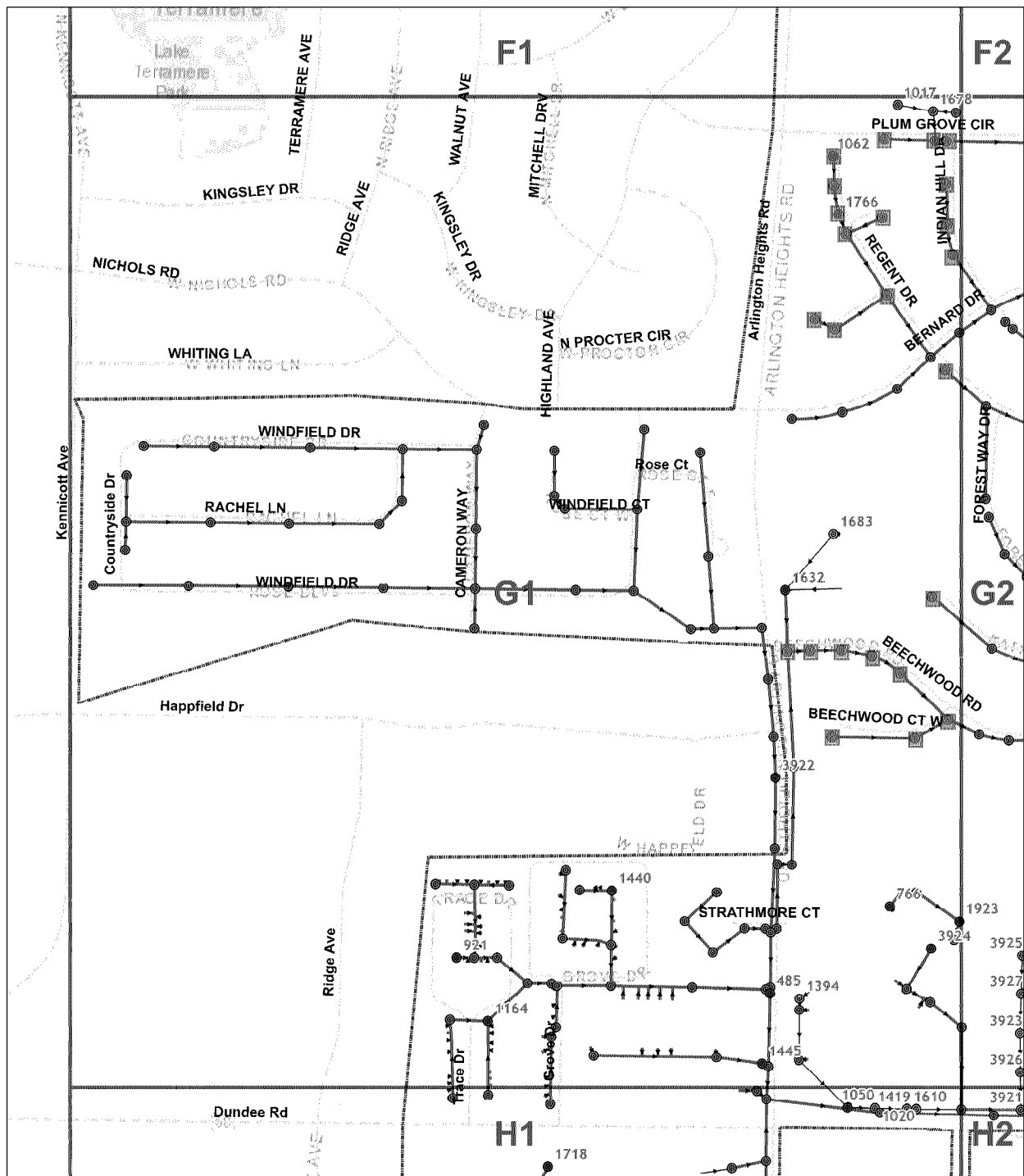




2023 COOK COUNTY MANHOLE INSPECTION LIMITS
(SEE ATLAS SHEETS FOR 381 SPECIFIC LOCATIONS)

FIGURE 5: COOK COUNTY SANITARY SEWER BASIN MAP





SEWER STRUCTURE

□ SEWER STRUCTURE

MANHOLE

● MH - Elevation Provided

● MH Primary Survey

● MH secondary Survey

FORCE MAIN

→ Less than 8" dia.

→ 8" dia. or greater

LAKE CO. SANITARY SEWER

→ Less than 10" dia.

→ 10" dia. or greater

COOK CO. SANITARY SEWER

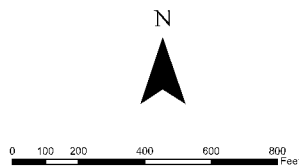
→ Less than 8" dia.

→ 8" dia. or greater

VILLAGE BOUNDARY

ROAD CENTERLINE

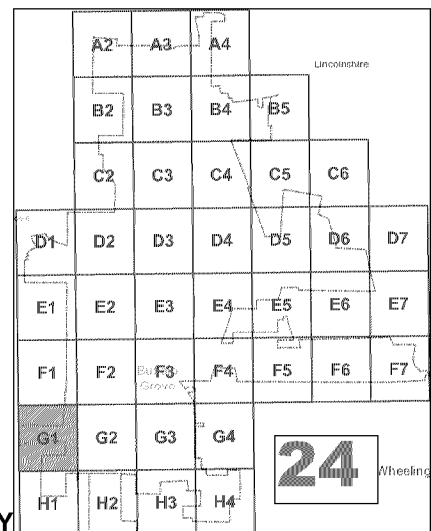
ROAD CENTERLINE

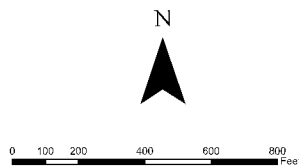
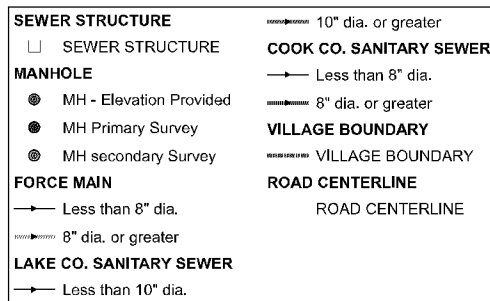
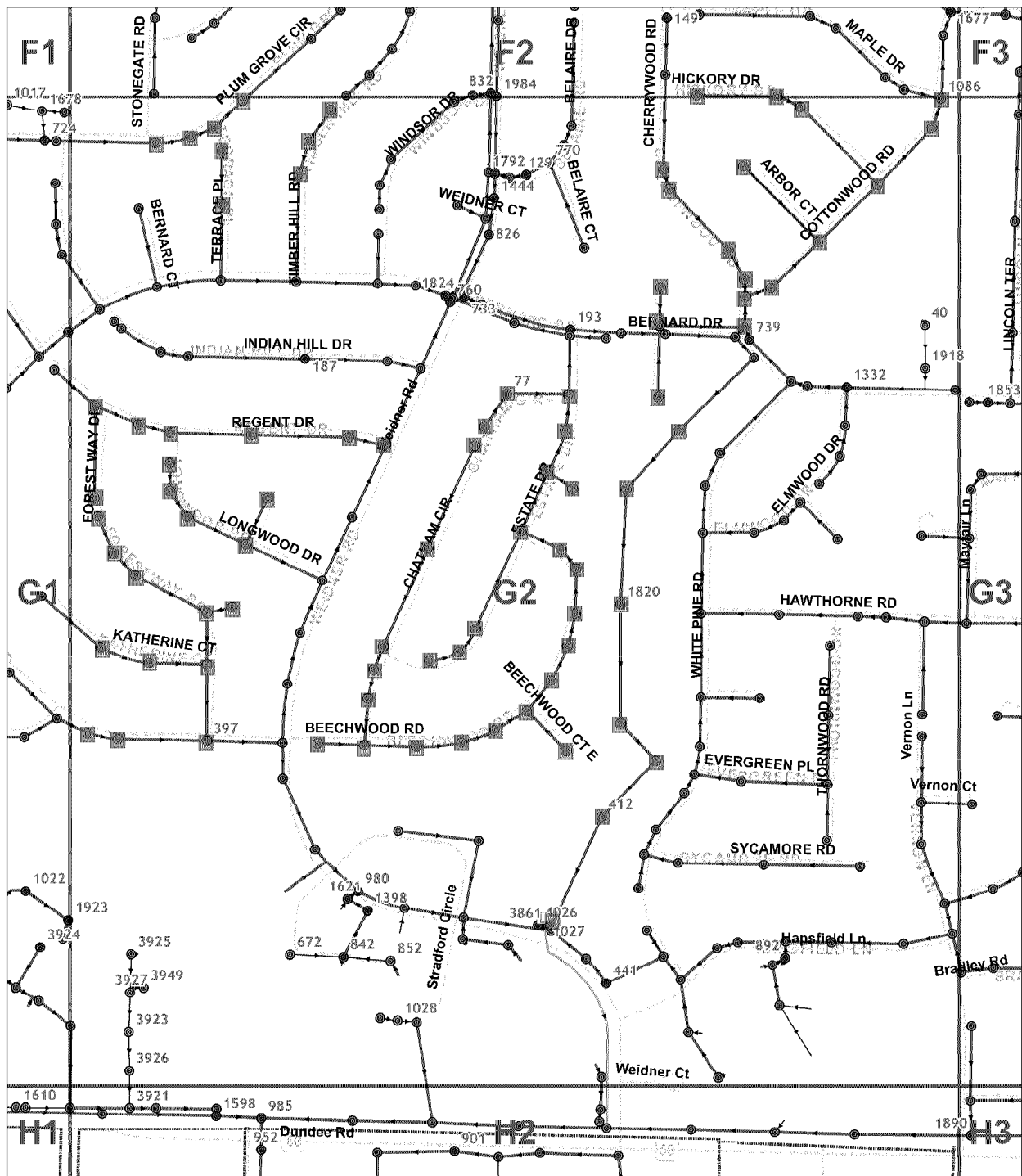


2023 MANHOLE INSPECTIONS



SHEET COUNT

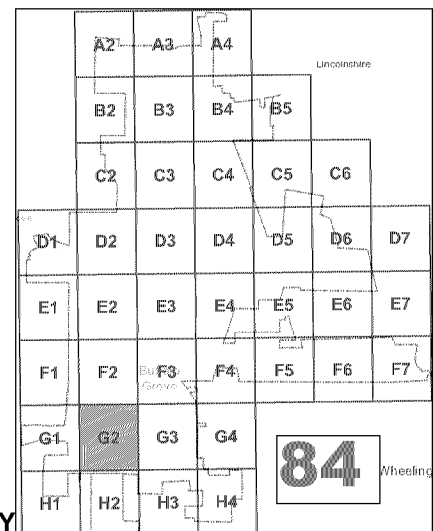


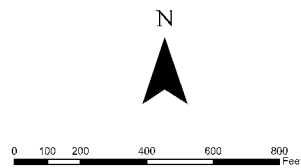
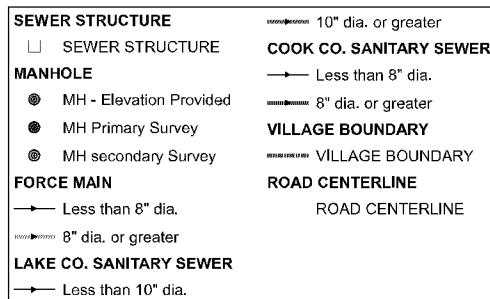
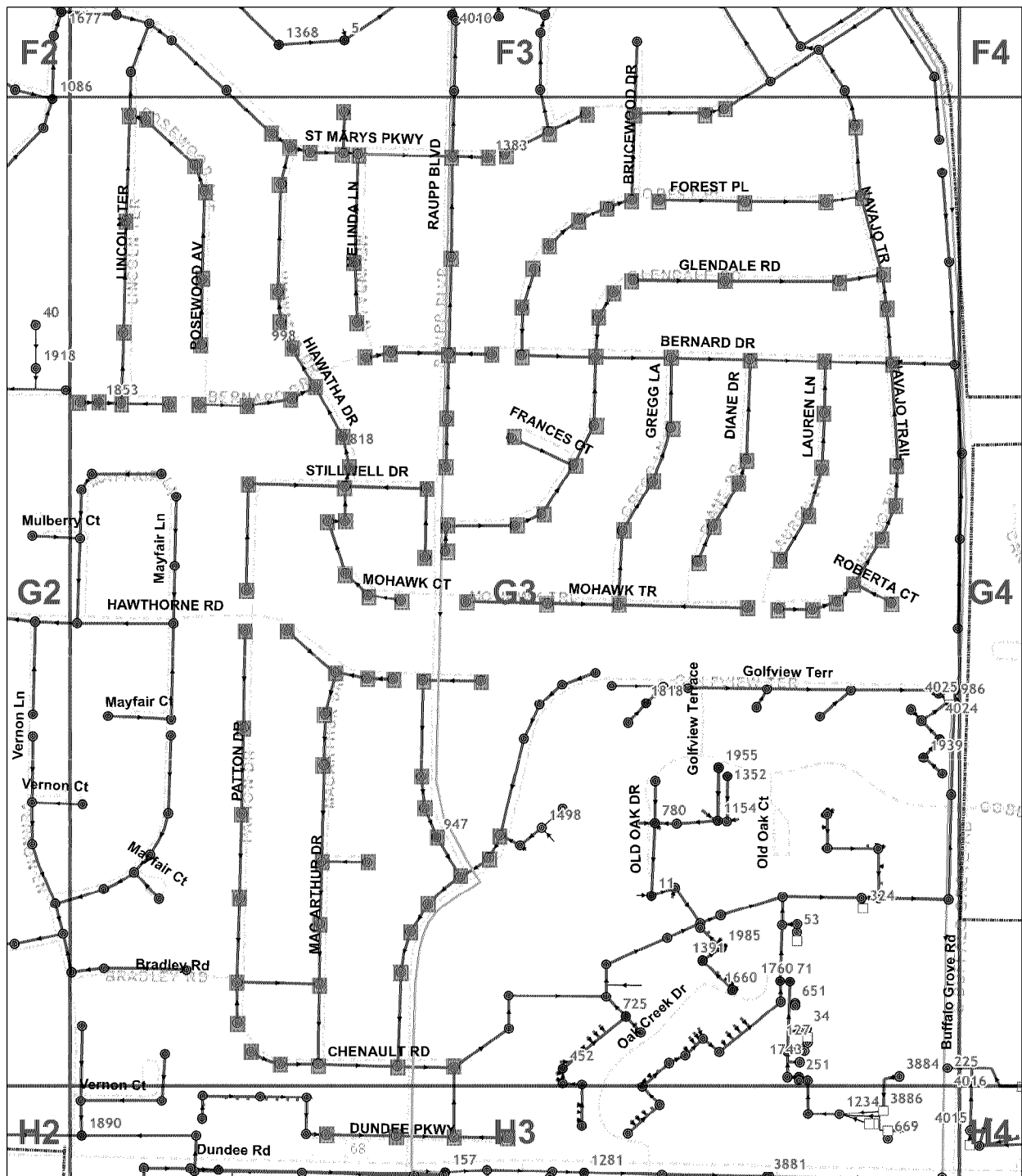


2023 MANHOLE INSPECTIONS



SHEET COUNT

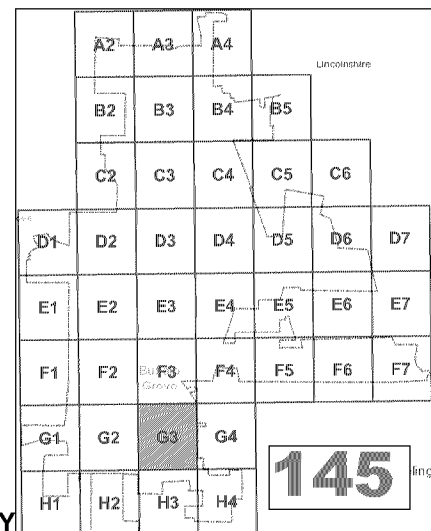


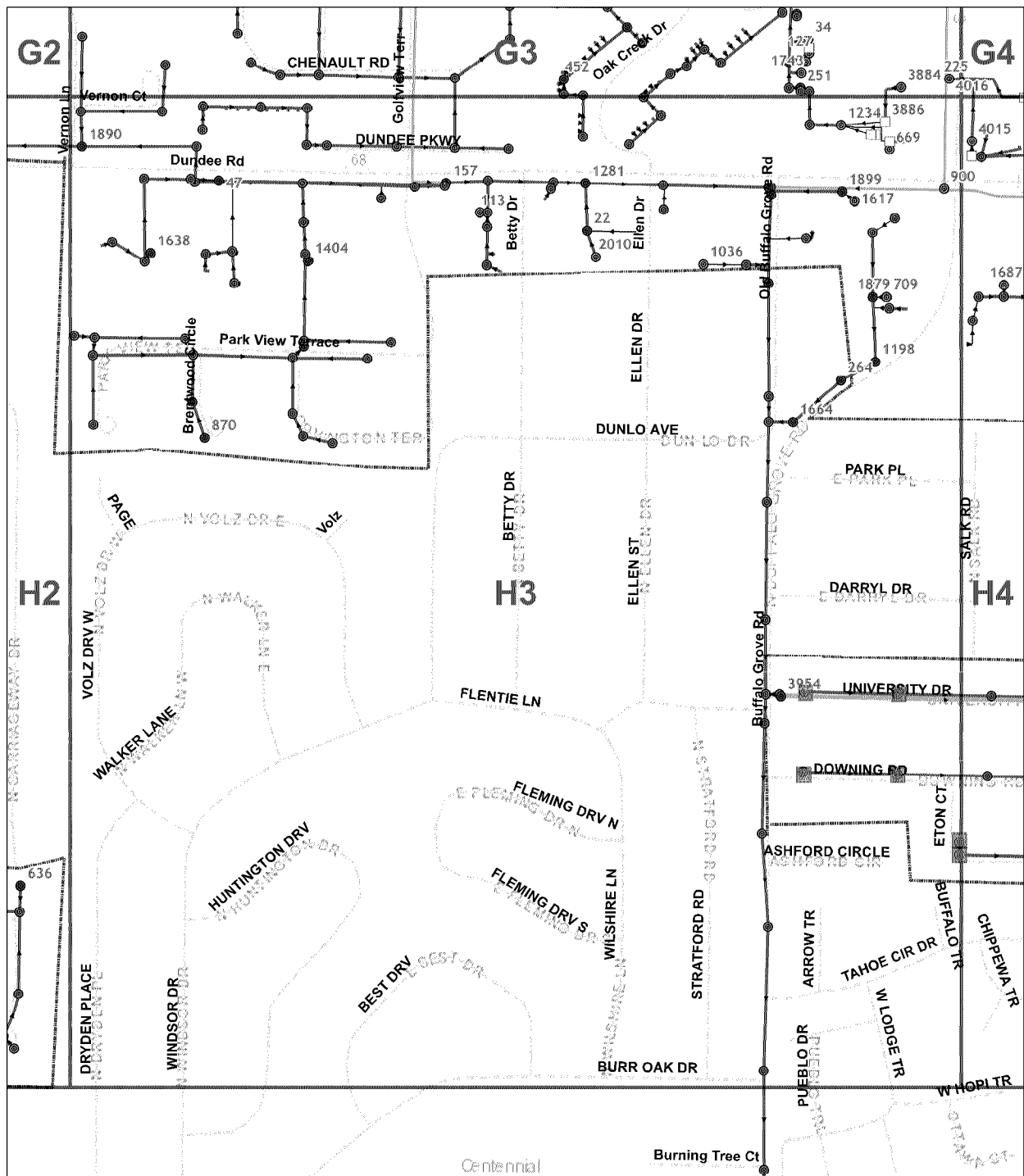


2023 MANHOLE INSPECTIONS



SHEET COUNT





SEWER STRUCTURE

□ SEWER STRUCTURE

MANHOLE

● MH - Elevation Provided

● MH Primary Survey

● MH secondary Survey

FORCE MAIN

→ Less than 8" dia.

→ 8" dia. or greater

LAKE CO. SANITARY SEWER

→ Less than 10" dia.

→ 10" dia. or greater

COOK CO. SANITARY SEWER

→ Less than 8" dia.

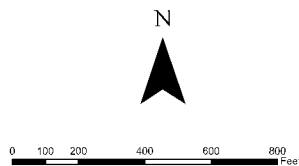
→ 8" dia. or greater

VILLAGE BOUNDARY

--- VILLAGE BOUNDARY

ROAD CENTERLINE

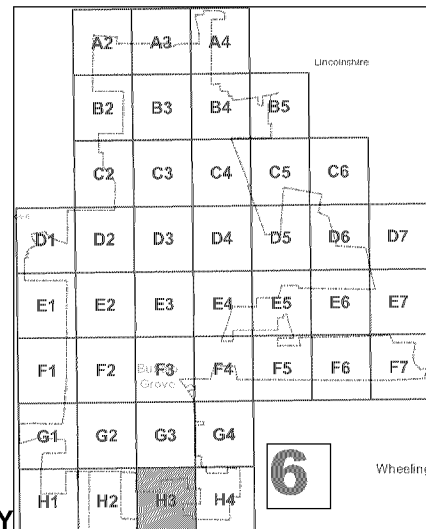
--- ROAD CENTERLINE



2023 MANHOLE INSPECTIONS



SHEET COUNT



Manhole Inspections - Level 1 MACP Scope of Services

Process

1. Contractor to provide all equipment and personnel as required to complete inspections, including at least (1) NASSCO certified inspector onsite during inspections per camera truck.
2. Provide all data in Access (NASSCO export DB) and .CSV / Excel format. Provide all digital scan files (.IPF/.MP4 file extension as applicable) as well as the free required view software to view the IPF files. Provide all PDF reports including appropriate attribute information collected per level of inspection detailed below. Provide access to these files via FTP or web link and provide them via USB external hard drive when requested.
3. Update DukesMaps as project progresses to display completed, surcharged, or missing structures.

Level 1 MACP Inspection Specifics

Level 1 MACP inspections including "non-entry" observations such as Cover, Frame, Chimney, Wall, Bench & Invert condition (Pass/Fail), confirmation of location, type of structure and evidence of surcharge and all other Level 1 MACP fields.

Any additional pictures, videos or fields not listed on the MACP Level 1 can be added as required by the client with advanced notice prior to start of project (additional fees may apply).

Responsibilities of Duke's	Responsibilities of Client
1. Provide staff with proper identification and PPE including, but not limited to hi-vis vests. 2. Ensure that all vehicles are properly marked and have adequate safety lighting. 3. Act in a polite, professional manner at all times and especially when dealing with the public. 4. Report any severe observations to the point person from the client's office assigned to this project.	1. Provide contractor with all electronic data or PDF maps to successfully complete the project. 2. Assist contractor with public issues or concerns. 3. Assist with locating or exposing "cannot locate" or "cannot access" structures while on site. 4. Provide point of contact for project. 5. Make every possible effort to ensure that the survey map is current and accurate and that manhole lids are accessible so that project can be completed in designated time frame.

Manhole Inspections - Level 1 MACP Scope of Services (cont.)

Responsibilities of Duke's

Repair Recommendations

When included in proposal, repair recommendations for each manhole will be provided. The means in which this data will be delivered will be via Excel VBA driven spreadsheet program and will include the Asset ID#, Severity Rating (0 = good condition – no I/I and/or no structural defect or repair that should be considered as preventative or made within 7-10 years; 1 = fair condition – light I/I and/or structural defect that should be repaired within 5-7 years; 2 = moderate severity – regular flowing I/I and/or structural repair that should be made within 1-3 years; 3 = severe condition – heavy I/I and/or severe structural defect that should be repaired immediate to 1 year), Type of Repair by category (e.g. grout, curtain grout, chimney seal, lining, inside drop, bench rehab or replacement, etc), estimated budget price for repair and notes on condition or repair. All data from the original survey will be presented in drill down format through our Executive Dashboard Program.

GPS Coordinates / Geodatabase deliverable

When included in proposal, contractor to shoot each asset using Trimble GNSS R2 receiver with sub-foot accuracy with data correction services. Exceptions to sub-foot accuracy might occur based on tree cover or other satellite obstruction. Contractor will make every possible effort to ensure sub-foot accuracy is achieved for each asset. All data will be delivered via Geodatabase format including updating the client's existing attribute table and linking PDF reports to the asset (if requested).

Integration Into Client Asset Management or Work Order System

When included in proposal, and when available, consultant to work with utility to define repair types and populate those into client's work order management system.

Smoke Testing - Scope of Services

Process

1. Receive and upload current GIS files for subject area
2. Perform smoke testing in accordance with the NASSCO performance specification guideline
3. Split up map and designate daily target areas. Approximate footage per day is 8,000LF - 10,000LF
4. Use one or two blowers per set up depending on footage, and a crew of 3-4 operators, with at least one operator on the job that is NASSCO certified for Manholes, Pipelines and Laterals with no more than 1,000LF segments tested at a time with one blower and 1,8000LF for two blowers.
5. Temporarily bag, plug or bypass necessary manholes to test segment area
6. During test, survey area by walking on resident property and observing proper venting, defects with laterals and clean outs and pipeline defects including storm basins. Walking through resident front and rear yards is required to properly canvas the subject area.
7. Identify all defects with white marking paint and/or flags for each observation. Pictures or videos will be taken for each observation and recorded in the database. Pictures will include unique defect ID, intensity of smoke observed, closest address of defect and shall be accompanied by a close up picture of the defect and a perspective photo of the location.
8. Record all defects in database format (.csv / .xls) and include .pdf reports in electronic, or upon request, paper format. Defect information in the database shall include: Date, Weather, Crew, Setup Number, Blower MH#1, Blower MH#2 (if applicable), manholes impacted by survey, Defect ID#, Type of Defect, Intensity of Defect, Observation Notes and Pictures/Videos. Customization of fields and attribute values available upon request (possible extra fee may apply – see quotation for any additional fees).
9. Upload all final data into interactive executive dashboard program. This program allows for custom filtering and printing of defects (see deliverables samples)

Notification Services and Scope

Notification is the key to success with smoke testing. Allow us to handle the resident and utility notification so that everyone is in the know. Here is our process:

1. Provide sample public notification letters, social media copy and website copy. Provide access to our PSA video on smoke testing.
2. Provide notification to Police & Fire departments including sample of resident door tag, SDS sheet for the smoke, contact information for our field supervisor and call center team and provide them with a map of the area broken down by day.
3. Collect contact email addresses and send out daily notification emails with area for testing, and previous day resident issues (if any)
4. Establish call center for resident questions. Provide 24 hour mailbox to leave message and respond to calls next business day. **Record all customer interactions in our GIS tool for final deliverable export to client.**
5. Print and post door tags in designated areas 2-3 days in advance of smoke testing. If smoke testing is scheduled to start on a Monday, door tags will be posted Thursday of the week prior to allow residents enough time to call with questions prior to testing. Remove any door tags still on doors after the test in the area that has been completed.
6. Post signs in the test area the morning of the smoke test. Place signs in obvious places such as the entrance and exit of neighborhoods and move signs around the test area so that the program is obvious to the residents in the area.

Smoke Testing - Scope of Services (continued)

Responsibilities of Consultant	Responsibilities of Client
1. Provide staff with proper identification and PPE including, but not limited to hi-vis vests. 2. Ensure that all vehicles are properly marked and have adequate safety lighting. 3. Act in a polite, professional manner at all times and especially when dealing with the public. 4. Report any severe observations to the point person from the client's office assigned to this project.	1. Provide contractor with all electronic data or PDF maps to successfully complete the project. 2. Assist contractor with public issues or concerns. 3. Assist with locating or exposing "cannot locate" or "cannot access" structures while on site. 4. Provide point of contact for project. 5. Make every possible effort to ensure that the survey map is current and accurate and that manhole lids are accessible so that project can be completed in designated time frame.

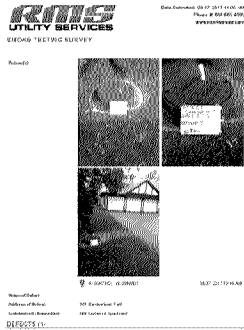
Optional Service

GPS coordinates (centimeter accuracy with data correction services where available) and upon request and included in the scope of services proposal. If GPS is included in project, deliverables to include: GIS .GDB Geodatabase file of defect layer including pictures of defect tagged to Defect ID and PDF report link.

Integration Into Client Asset Management or Work Order System

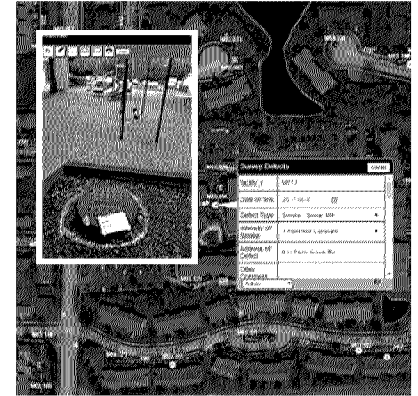
When included in proposal, and when available, consultant to work with utility to define repair types and populate those into client's work order management system.

Smoke Testing Deliverables



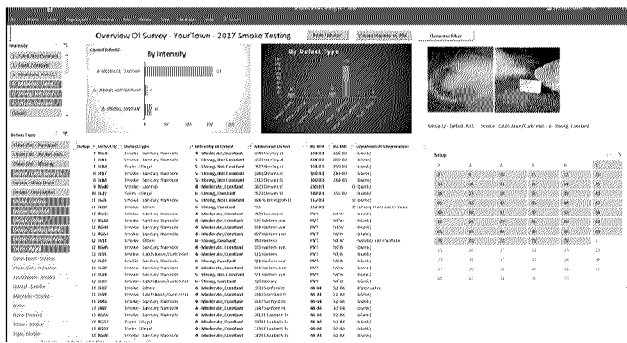
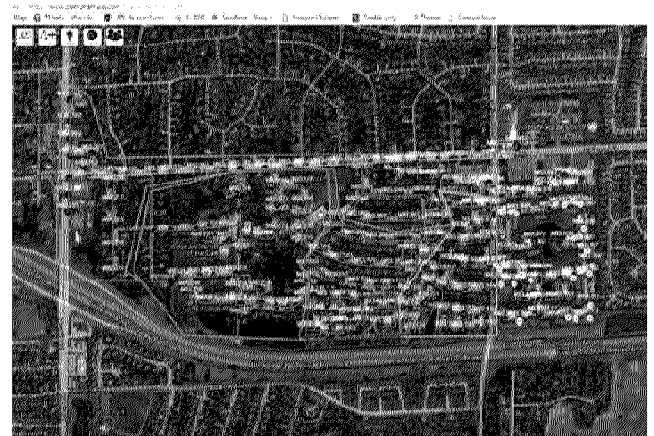
Smoke Testing Report

We record key fields including manholes tested in the line segment, type of defect, intensity and location of defect. All defects are recorded with pictures or videos and presented in report format. GPS coordinates of each defect are captured and mapped to the defect pictures.



GIS Integration and Progress Map

We upload your project information and update it in real time throughout the project and grant access to key departments such as Fire and Police. After field work is complete we upload the defect data and pictures and package it in a Geodatabase for your use in correcting the problems in the system.



Smoke Testing Analysis Program

Our analytics program allows you to custom sort and filter based on defects. You can export filtered data in a variety of formats including .PDF, .CSV and .SHP. You can print summary and detail reports from this tool as well, making it a powerful deliverable to your utility.



Luke Mattson, PE
Ciorba Group, Inc.
8725 W Higgins Rd, Suite 600
Chicago, IL 60631

Data Share Authorization Request

Type of Sharing Request:	☐ Reference	☐ GIS	☐ Printed Reports	☐ Full Deliverables*
Time of Share:	☐ Single Use Party of Sharing to: [Sharing Party] ☐ Unlimited Use			
Time Period:	Expiration Date: [Expiration Date] ☐ No Expiration date			

*Full Deliverables includes Work Files

CLIENT NOTES OR EXCEPTIONS

DUKES NOTES OR EXCEPTIONS

Sincerely,
Duke's Root Control, Inc.

Approved By:
Ciorba Group, Inc.

Christina Urbina
Title:

Luke Mattson, PE
Title:

Date:

Date:

Attachment: 2023-04-04-Buffalo Grove-Annual Activities Plan (O-2023-46 : CMOM Required Testing and Inspection)



Ordinance No. O-2023-47 : Ordinance Authorizing an Engineering Agreement with Gewalt Hamilton Associates, Inc.

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends approval of the Gewalt Hamilton & Associates contract for construction engineering services for the MFT Program in 2023.

ATTACHMENTS:

- GHA Memo (DOCX)
- GHA Ordinance (DOCX)
- Professional Service Contract MFT Eng (PDF)

Trustee Liaison
Smith

Staff Contact
Kyle Johnson, Engineering

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 13, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: Gewalt Hamilton Associates 2023 Construction Engineering

Staff Recommendation

Staff recommends approval of the Gewalt Hamilton Associates contract, subject to review and approval by Village Attorney.

Overview

Gewalt Hamilton Associates (GHA) has submitted a Professional Services Contract for construction engineering to be performed in 2023 as part of the Infrastructure Modernization Program. Staff has already brought forth the contracted construction efforts for the Village Board's review and approval.

GHA is submitting for construction engineering services on:

- 2023 Cracksealing Project
- 2023 Sidewalk Improvement Project
- 2023 Pavement Patching Project
- 2023 New Sidewalk Improvement Project

Village staff was intended to fulfill these obligations in our lighter year of the Infrastructure Modernization Program. However, due to recent staff changes within the Engineering Department these efforts will need to be outsourced, allowing for the Village staff to cover other Village specific matters. Onsite inspection of construction activities is critical to ensure the Village is receiving the product it is paying for, which requires the full attention of a construction engineering trained individual.

Based upon the scope of work \$89,500.00 will be expended from Capital Street Project Funds.

ORDINANCE 2023-_____**AN ORDINANCE AUTHORIZING AN ENGINEERING AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC.**

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

WHEREAS, the Village seeks to enter into an Engineering Agreement with Gewalt Hamilton Associates, Inc. for construction engineering for 2023 maintenance projects subject to final review and approval by the Village Attorney,

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

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

SECTION 2. The Village Manager is authorized to enter into an Engineering Agreement with Gewalt Hamilton Associates, Inc. for construction engineering for 2023 maintenance projects at a price not to exceed \$89,500.00, subject to final review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: GHA Ordinance (O-2023-47 : 2023 GHA MFT Construction Engineering)

VILLAGE OF BUFFALO GROVE PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is dated as of the 17th day of April 2023 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

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

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

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

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

F. **Escalation**

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

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

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

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

SECTION 6. WARRANTY AND INSURANCE

- A. **Standard of Care.** In providing services under this Agreement, the Firm will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Firm makes no warranty, either express or implied, as to the professional services rendered under this Agreement. The Firm shall exercise the same standard of care to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement.
- B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.
- D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including reasonable attorney's fees, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the negligent performance of this work by the Firm, its employees, or subcontractors, except those due to the negligent acts or omissions of the Village, its agents or employees. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless the Village, its officials, agents and employees as herein provided.
- E. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

SECTION 8. GENERAL PROVISIONS (cont.)

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

SECTION 8. GENERAL PROVISIONS (cont.)

- O. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm.
- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____
Leo Morand

Title: Assistant Director of Municipal Services

Date: _____

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

Proposal documents & Not to
Exceed Cost

Attachment: Professional Service Contract MFT Eng (O-2023-47 : 2023 GH A MFT Construction Engineering)

GHA GEWALT HAMILTON
ASSOCIATES, INC.
CONSULTING ENGINEERS

April 7, 2023

Mr. Kyle E. Johnson, P.E.
Assistant Public Works Director
Village of Buffalo Grove
51 Raupp Boulevard
Buffalo Grove, IL 60089

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

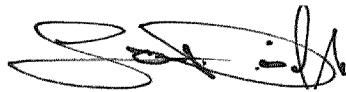
Re: Professional Engineering Services
2023 MFT and Various Projects
Village of Buffalo Grove
GHA Proposal No. 2023.CS039

Dear Mr. Johnson:

Thank you for the opportunity and consideration of Gewalt Hamilton Associates, Inc. for the bid preparation, resident engineering, and construction staking services for the various projects mentioned herein. Our firm is well qualified to perform this work and is very interested in continuing to serve the Village of Buffalo Grove.

If you should have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
Gewalt Hamilton Associates, Inc.



Lucas Deferville
Assistant Director of Construction
LDeferville@gha-engineers.com

CC: Ted Sianis, PE – Village of Buffalo Grove
Leo X. Morand, PE – Gewalt Hamilton Associates, Inc.

Encl.: GHA Proposal No. 2023.CS039

Attachment: Professional Service Contract MFT Eng (O-2023-47 : 2023 GHA MFT Construction Engineering)

Professional Engineering, and Resident Engineering
 Services
 2023 MFT and Various Projects
 Village of Buffalo Grove
 GHA Proposal No. 2023.CS039

Village of Buffalo Grove (Client), located at 51 Raupp Boulevard, Buffalo Grove, Illinois 60089, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, Illinois 60061, agree and contract as follows:

I. Project Understanding

The Village of Buffalo Grove has awarded four (4) separate maintenance projects throughout the Village limits that will require full-time resident engineering and various types of construction staking and layout. The projects included herein are shown below:

Village Bid No.	Project Name	Anticipated Construction Start	Anticipated Construction End	Funding
VoBG-2023-02	2023 Cracksealing Project	5/1/2023	5/19/2023	MFT
VoBG-2023-01	2023 Sidewalk Improvements Project	6/5/2023	7/7/2023	MFT
VoBG-2023-10	2023 Pavement Patching Project	6/5/2023	6/16/2023	MFT
VoBG-2023-12	2023 New Sidewalk Improvements Project	4/24/2023	5/5/2023	Grant

II. Scope of Services

The scope of services is based upon our knowledge of the Village, our familiarity with the project, and our experience in performing resident engineering services on comparable general maintenance projects for area communities. It is our practice to adhere to construction industry standards and compliance with the project plans and specifications to efficiently produce a quality product. As such, GHA's Construction Engineering and Staking Services will be performed in accordance with the following services:

A. Construction Staking Services - (2023 New Sidewalk Improvements Project Only)

- Control – GHA will confirm the existing horizontal and vertical site control network that was established at the time of the existing conditions survey. The horizontal and vertical control will be offset to areas that will not be disturbed. Control will be maintained throughout the duration of the project.
- Pavement, Curbs, and Sidewalk – GHA will provide stakes on a 3-foot offset with a cut/fill to final grade. Curb points will be set at a maximum of 50-foot intervals on straight lines and at grade breaks, and at a maximum of 25-foot intervals on curved lines. If a curved radius is less than 5', we will set the radius point only. For curves with a radius between 6' and 25', we will set the radius point with a minimum of two (2) points on the curve. For curves with a radius greater than 25', we will set the beginning and end of curve and grade breaks on curve at maximum interval of 25'. No radius point will be set on curves with a radius greater than 50'. Re-staking of pavement/curb/sidewalk is not included in this proposal.
- Turf Grading – If any major change in the side slopes of the roadway green space is necessary, GHA will provide necessary stakes to grade these areas.

B. Resident Engineering and Management

1. GHA will oversee and host a scheduled pre-construction meeting, if applicable, with project stakeholders prior to the start of construction and provide the meeting attendees with a summary in the form of Minutes for their records.
2. Review drawings, diagrams, illustrations, brochures, catalog cuts, shop drawings, project schedules, and other data which the Contractor is required to submit for conformance with the design concept and compliance with the contract documents.
3. GHA will provide general construction layout of the limits of each maintenance item by project and summarize and record the quantities for which payment will be made. Following completion of the 2023 Sidewalk Improvements Project, GHA will take photos and complete the 'Task' of each respective location in the Village's asset management system, Cartegraph.
4. GHA will provide full-time construction observation of the necessary construction operations and processes to ensure all materials and procedures are in conformance with the contract documents. We will utilize GHA's standard documentation procedures which align with IDOT's Documentation of Contract Quantities guide. We will provide Daily Observation Reports, Weekly Reports, Daily Quantities, Quantity Book, Pay Estimates, Authorizations, and other reports as required. We will measure, record, and provide source documentation daily for all quantities for which payment will be made, and we will adhere to general IDOT requirements regarding inspection rates, including, but not limited to, depth checks, yield requirements, and material weight ticket collection. GHA will keep a project box on site, including all the necessary up-to-date documentation in accordance with standard procedures and IDOT's Documentation of Contract Quantities guide.
5. If a field change or Authorization is required, whether force account or agreed unit price, GHA will notify and advise the Village prior to making any decisions that may affect the budget. In addition, our documentation of the Contractor's daily activities will help provide sufficient information to permit verification of the nature and costs of any changes in plans or authorized extra work.
6. GHA will make observations of the utility marks provided by the JULIE system and address potential conflicts with the Contractor.
7. GHA will review associated documentation and prepare monthly pay requests for the Village's review and provide the required documentation and recommend payment.
8. GHA will schedule a final walk through upon project completion to generate a punch list of deficiencies.
9. GHA will coordinate contract closeout procedures with the Contractor and the Village to ensure an expedient and productive closeout timeline.
10. As a representative or liaison to the Thorngate Owners Association, GHA staff understands the importance of our interface with the public, and will conduct all dealings with residents, and the traveling public with professionalism and courtesy.

III. Additional Services and Services Not Included.

We would be pleased to provide additional assistance beyond the scope described. If construction activities extend beyond the estimated timeline due to tasks out of GHA's control, we will request additional services to account for GHA's additional time. No additional work will be performed without prior Village authorization.

The following services are *not* included in the Scope of Services but may be provided at the request of the Village of Buffalo Grove as an additional service in accordance with *Section V. Compensation for Services*:

1. Pre/Post Construction Cross Sections.
2. Permit and Review Fees.
3. Meetings with public officials, Village staff, agencies, homeowners, or consultants beyond those identified in the scope. Attendance at public hearings.
4. Structural Engineering.
5. NPDES Monitoring.
6. Record Drawings.
7. Geotechnical and Material QC/QA Testing.
8. Initial Coordination with Stakeholders/Residents.
9. Other services not specifically identified in *Section II. Scope of Services*.

IV. Proposed Engineering Staff

Mr. Lucas Deferville will function as the Project Manager. Mr. Scott Yandell, Civil Engineer I, will function as the Resident Engineer. Mr. Yandell has assisted the Resident Engineer in the Village of Buffalo Grove for the past two years and is well qualified to perform the work at an exceptional level. Mr. Deferville and Mr. Yandell will be assisted by additional professional and technical staff as needed.

V. Compensation for Services

Based on the scope of services outlined above, we propose billing on a time-and-materials (T&M) not to exceed (NTE) basis in accordance with our 2023 Hourly Rate schedule attached herein.

Service	NTE Fee
Construction Staking	\$2,900.00
Resident Engineering	\$83,100.00
Estimated Reimbursable Expenses	\$3,500.00
NTE Fee + Reimbursables	\$89,500.00

If required, any reimbursable expenses, including items such as printing, mileage, messenger service, truck days, and other non-technical project related expenses will be billed direct to the Client without markup. States of GHA charges made against a project are submitted to Clients every four weeks and will detail services performed. This permits the Client to review the status of the work in progress and the charges made.

Should additional services be requested and authorized by the Client, beyond those outlined in *Section II: Scope of Services*, will be billed on a time-and-material (T&M) basis in accordance with the attached GHA Hourly Rate schedule. GHA will coordinate with the Client prior to completing any additional services.

VI. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering

and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

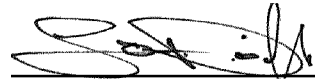
GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and *Attachment A*, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.



Lucas Deferville
Assistant Director of Construction

Village of Buffalo Grove

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Name: XXXXXXXXXXXXXXXXXXXXXXXX

Title: XXXXXXXXXXXXXXXXXXXXXXXX

Date: XXXXXXXXXXXXXXXXXXXXXXXX

Encl.: Attachment A
GHA Hourly Rates

Attachment: Professional Service Contract MFT Eng (O-2023-47 : 2023 GHA MFT Construction Engineering)

Exhibit B.
Agreed Upon Pricing Structure

Not to exceed costs included with the Proposal documents of Exhibit A.

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE: 2023

The following rates will remain in effect until December 31, 2023, at which time they are subject to an annual increase:

PRINCIPAL	\$ 260.00
CIVIL ENGINEER VI	\$ 230.00
CIVIL ENGINEER V	\$ 218.00
CIVIL ENGINEER IV	\$ 202.00
CIVIL ENGINEER III	\$ 180.00
CIVIL ENGINEER II	\$ 170.00
CIVIL ENGINEER I	\$ 148.00
LAND SURVEYOR IV	\$ 200.00
LAND SURVEYOR III	\$ 165.00
LAND SURVEYOR II	\$ 145.00
LAND SURVEYOR I	\$ 135.00
GIS PROFESSIONAL III	\$ 190.00
GIS PROFESSIONAL II	\$ 156.00
GIS PROFESSIONAL I	\$ 148.00
ENVIRONMENTAL CONS. I	\$ 138.00
ENGINEERING TECHNICIAN V	\$ 210.00
ENGINEERING TECHNICIAN IV	\$ 160.00
ENGINEERING TECHNICIAN III	\$ 142.00
ENGINEERING TECHNICIAN II	\$ 125.00
ENGINEERING TECHNICIAN I	\$ 95.00
ACCOUNTING II	\$ 182.00
ACCOUNTING I	\$ 125.00
ADMINISTRATIVE I	\$ 88.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

Exhibit C. Insurance

1. Firm's Insurance

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

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

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

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

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

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

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

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

J. Workers' Compensation and Employers' Liability Coverage

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

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

K. Failure to Comply

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

L. Professional Liability

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



**Ordinance No. O-2023-48 : Ordinance Updating Title 10 of the
Municipal Code- Olive Hill Drive No Parking Signs**

Recommendation of Action

Staff recommends approval.

SUMMARY: Parking restrictions are proposed at the northeast corner of Prairie Grove Park along Olive Hill Drive due to line of sight concerns.

ATTACHMENTS:

- No parking Olive Hill Drive memo (DOCX)
- Ordinance no parking Olive Hill Drive (DOCX)

Trustee Liaison

Pike

Staff Contact

Darren Monico, Public Works

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 29, 2023

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: No Parking Olive Hill Drive at Prairie Grove Park

Due to line-of-sight concerns, a no parking section is being proposed along Olive Hill Drive at the northeast corner of Prairie Grove Park. As the Link Crossing Development has brought in more residents to the area, Olive Hill Drive has experienced more traffic, and it has brought to light the line-of-sight concerns at the northeast corner of Prairie Grove Park along Olive Hill Drive.



ORDINANCE NO. 2023 - _____

AN ORDINANCE AMENDING CHAPTER BG-11, RULES OF THE ROAD, OF THE
VILLAGE OF BUFFALO GROVE MUNICIPAL CODE

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

WHEREAS, in order to provide safe and efficient traffic flow along Olive Hill Drive, a no parking regulation is recommended near the northeast corner of Prairie Grove Park; and,

WHEREAS, the recommendations of the Village Engineer have been presented to the Corporate Authorities.

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

Section 1: Section BG-11-1308 of the Village of Buffalo Grove Municipal Code is hereby amended by amending Subsection 112 to read as follows:

BG-11-1308 No Parking Streets and Areas.

112. On the south and west curb line of Olive Hill Drive from 45 feet west of the west lot line of 2043 Olive Hill Drive to 18 feet north of the south lot line of 2013 Olive Hill Drive.

Section 2: Any person violating any portion of this Chapter shall be punished according to the provisions of Chapter 1.08 of the Buffalo Grove Municipal Code.

Section 3: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law. This Ordinance may be published in pamphlet form.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

PUBLISHED: _____, 2023

APPROVED:

Village President

ATTEST:

Village Clerk



Ordinance No. O-2023-49 : Approve an Amendment to a Special Use Ordinance and a Preliminary Plan for a Cricket Pitch at Park at 3050 N Main St.

Recommendation of Action

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

SUMMARY: Vernon Township is requesting a Special Use Amendment for a cricket pitch at their baseball and softball fields at 3050 N Main Street. The Planning & Zoning Commission unanimously recommended approval.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B. Plan Set (PDF)
- Exhibit C. Draft Minutes PZC April 4, 2023 (PDF)

Trustee Liaison
Pike

Staff Contact
Nicole Woods, Community Development

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 17, 2023

TO: Dane Bragg, Village Manager

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

SUBJECT: **3050 N Main Street** - An Amendment to Special Use Ordinance No. 1989-83 and Preliminary Plan Approval; Vernon Township, Cricket Pitch

BACKGROUND

Vernon Township is looking to build a cricket pitch at within the property's baseball and softball fields at 3050 N Main Street. The proposed project requires a Preliminary Plan approval as well as an amendment to the Special Use Ordinance No. 1989-83 as the proposed Cricket Pitch differs from the previously approved amenities on the site.

PLANNING & ZONING ANALYSIS

- The Petitioner is proposing a 66' by 12' (792 sqft) cricket pitch at the current park (see Figure 2) and is compliant with setback requirements.
- With the proposed Cricket Pitch, no exterior lights will be added to the site, nor will the existing baseball/softball lights be allowed for cricket.
- The site has a total of 125 parking spaces, which meets code requirements.

PUBLIC HEARING COMMENTS

Two (2) public comments were given during the April 4, 2023, PZC meeting; meeting minutes are attached.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of the Amendment to Special Use Ordinance No. 1989-83 and Preliminary Plan Approval to allow the construction of a Cricket Pitch within the existing park at 3050 N Main Street, subject to the following conditions:

1. The proposed development shall be developed in substantial conformance with the plans attached and in accordance with Section 16.20.070 of the Development Ordinance.
2. The Special Use is granted to Vernon Township for the construction of a Cricket Pitch at 3050

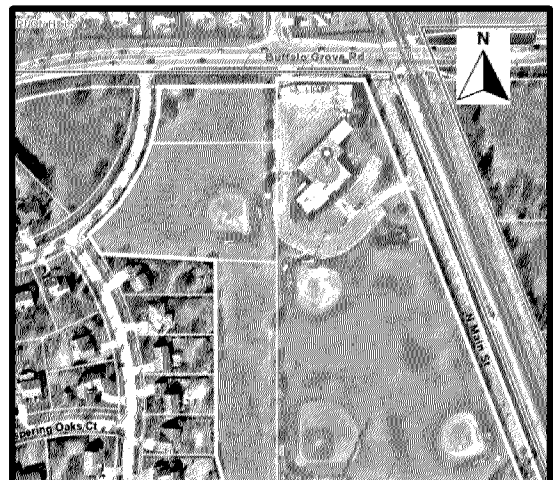


Figure 2 View from the West.

N Main Street, which shall not run with the land.

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

RECOMMENDATION

Staff recommends that the Village Board adopt an Ordinance granting approval of the requested Amendment to Special Use Ordinance No. 1989-83 and Preliminary Plan Approval to allow the construction of a Cricket Pitch within the existing park at 3050 N Main Street, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2023 - ____

**AN ORDINANCE APPROVING AN
AMENDMENT TO SPECIAL USE ORDINANCE 1989-83
AND PRELIMINARY PLAN APPROVAL FOR 3050 N MAIN STREET
VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS**

**Vernon Township Facilities
3050 N Main Street**

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

WHEREAS, 3050 N Main Street, Buffalo Grove, IL ("Property") is a 14.4-acre site in the R-7: Dwelling District which is currently the site of Vernon Township's Administration Building and public park and is hereinafter legally described in Exhibit A; and,

WHEREAS, in 1989, the Village Board approved by Ordinance No. 1989-83 a Special Use for governmental facilities, community services, and recreational uses; and,

WHEREAS, Vernon Township, ("Petitioner") has filed a petition for an amendment to Special Use Ordinance No. 1989-83 and the Preliminary Plan Approval to allow the construction of a Cricket Pitch within the existing park at 3050 N Main Street;

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on April 4, 2023, concerning the petition for approval of the Special Use and Preliminary Plan; and,

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

WHEREAS, the Planning & Zoning Commission voted 5 to 0 to unanimously recommend approval of the requested Special Use and Preliminary Plan; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed Special Use and Preliminary Plan requests are reasonable and will serve the best interests of the Village.

WHEREAS, the proposed improvements shall be constructed in accordance with and pursuant to the following exhibits:

- | | |
|-----------|--|
| EXHIBIT A | Legal Description of the Property |
| EXHIBIT B | Plan Set |
| EXHIBIT C | Draft Minutes from the April 4, 2023, Planning & Zoning Commission Meeting |

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

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

Section 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the Amendment to Special Use Ordinance No. 1989-83 and the Preliminary Plan to allow the construction of a Cricket Pitch within the existing park at 3050 N Main Street, Buffalo Grove, IL, subject to the following conditions:

1. The proposed project shall be developed in substantial conformance with the plans attached and in accordance with Section 16.20.070 of the Development Ordinance.
2. The Special Use is granted to Vernon Township for the construction of a Cricket Pitch at 3050 N Main Street, which shall not run with the land.
3. The Special Use granted to the Vernon Township is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

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

This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

Village Clerk

APPROVED:

Beverly Sussman, Village President

EXHIBIT A**Legal Description****Vernon Township Facilities
3050 N Main Street**

OUTLOT 15-E, OUTLOT 15-F AND OUTLOT 15-G IN WOODLANDS AT FIORE UNIT 15 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 23, 1989 AS DOCUMENTED NO. 2776253, IN LAKE COUNTY, ILLINOIS

TOGETHER WITH,

THAT PART OF LOT 31 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 31, THENCE SOUTH ALONG THE WEST LINE THEREOF A DISTANCE OF 1076.5 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 31, A DISTANCE OF 689.8 FEET TO THE WESTERLY RIGHT OF THE WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MAIRE RAILWAY, THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF THE WAY LINE 1153.7 FEET TO THE NORTH LINE OF SAID LOT 31, THENCE WEST 245.2 FEET TO THE PLACE OF BEGINNING EXCEPT THAT PART TAKEN FOR ROADWAY PURPOSES, IN LAKE COUNTY, ILLINOIS.

Street Address: 3050 N Main Street, Buffalo Grove, Illinois

PIN: 15-16-311-011, 15-16-300-030, 15-16-311-001, 15-16-311-002

5

EXHIBIT B

Plan Set

**Vernon Township Facilities
3050 N Main Street**

Attachment: Ordinance (O-2023-49 : Approve a Special Use Amendment & Prelim Plan for a Cricket Pitch at 3050 N Main St.)

EXHIBIT C

Minutes from the April 4, 2023, Planning & Zoning Commission Meeting
Vernon Township Facilities
3050 N Main Street

Item 1: Project Narrative

Vernon Township seeks to build a cricket pitch on our fields located at 3050 N. Main Street in Buffalo Grove. As the Township continues to evaluate our existing portfolio of recreational services and programs, we have been contemplating the addition of a cricket pitch to our fields. Users currently use our baseball and softball fields informally to play cricket. Over the years, many residents have reached out to elected officials regarding the desire to have additional high-quality cricket pitches across the region.

Vernon Township has worked with vendor SportCourt Midwest to design and evaluate the feasibility of a cricket pitch at the site. A 66' x 12' x 4" concrete pad is expected to be poured on top of 4" of compacted stone and covered with 2" thick artificial turf. The orientation of the cricket pitch is designed to be able to maintain use of the softball fields located at the NW and SE corner of the property. The distance between the pitch and home plate exceeds the expected field of play for the softball fields. The raised mound located on the baseball field at the SW corner will be removed as part of this.

Vernon Township additionally plans to add padding to the light poles that are around the edges of the field of play. The lights are not designed to illuminate the cricket pitch and no lights will be allowed for use with cricket. Our existing lots at the Township Administration Building and Community Service Building have 60 and 65 parking spaces, respectively. Each lot also has four ADA spaces.

Estimated users are expected to vary, although we expect groups of ~20 people to play most weekends during the summer during our existing park hours. Weekday use is expected to be light, with potential for youth league practices and games during the afternoon and evening in the summers. We intend to extend our existing ballfield rules to cricket pitch users to maintain consistency in rules.

Item 5: Written response to the Special Use Standards.

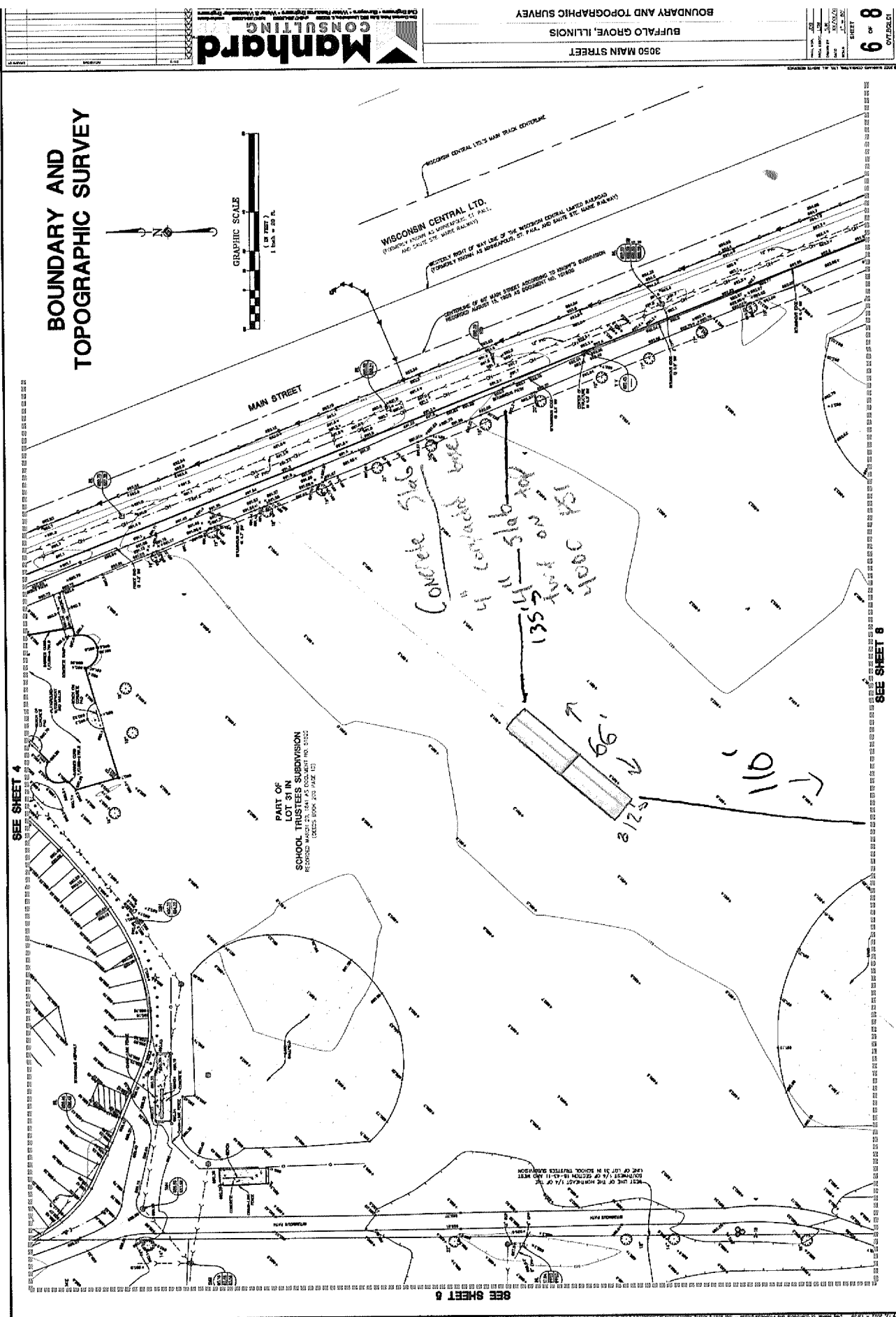
A. All special uses shall meet the following criteria:

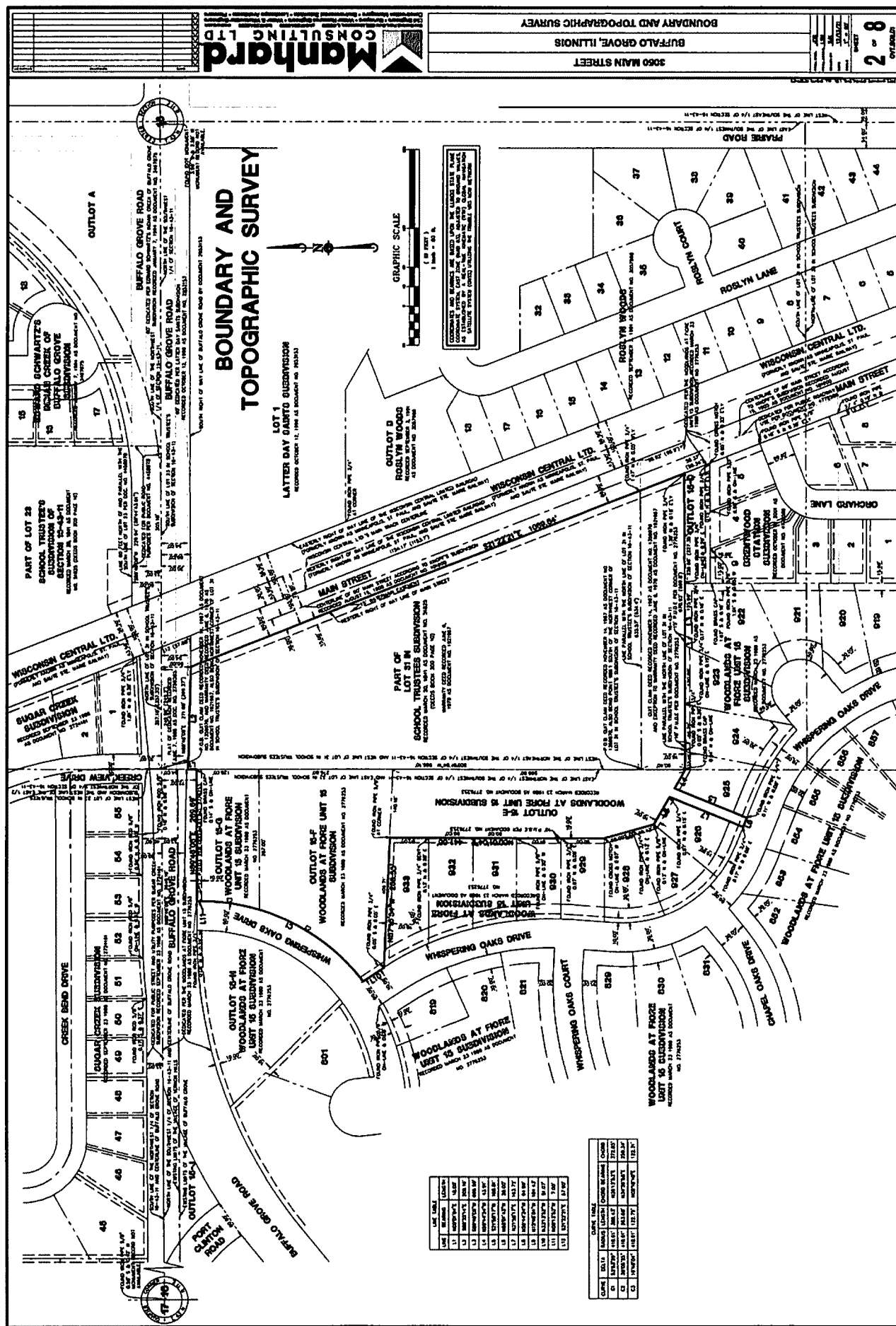
1. The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - i. With existing ballfields and recreational use, the addition of a cricket pitch will further serve the public convenience at Vernon Township.
Appropriate safety measures are being implemented to avoid any issues.
2. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with said special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it shall be such that it will be in harmony with the appropriate, orderly development of the district in which it is located;
 - i. Given the existing ballfields and recreational use, the addition of a cricket pitch will be in harmony with the appropriate, orderly development of the district.
3. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair other property valuations with the neighborhood;
 - i. There is expected to be no major spill over into the property in the immediate vicinity of the subject property. Any effects are not expected to be different than the presence of a baseball or football team.
4. The nature, location and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder or discourage the development and use of adjacent land and buildings in accord with the zoning district within which they lie;
 - i. The cricket pitch does not greatly alter the existing purpose of the site and it does not impede or hinder adjacent developments.
5. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;
 - i. There are no expected utilities, roads, or other facilities needed. Drainage is not expected to be an issue given the substantial grass fields capable of absorbing the minimal runoff from the slab.
6. Parking areas shall be of adequate size for the particular special use, which areas shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and from these parking areas shall be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets.

- i. There are no planned changes to the Vernon Township parking lot. Additional parking is available at the Township's Community Services Building and Peterson Park.
- B. The special use shall in all other respects conform to the applicable regulations of the zoning district in which it is located, except as such regulations may be varied. Notwithstanding the foregoing, business planned unit developments shall conform with Section 17.44.040(D) unless varied.
- C. The Planning and Zoning Commission may recommend and the Corporate Authorities may impose such conditions and restrictions upon the subject property, the location, the construction and design of buildings and use of the property benefited by such special use as may be necessary or appropriate to comply with the foregoing criteria.
- D. Notwithstanding Chapter 17.52, the Planning and Zoning Commission may recommend and the Corporate Authorities may vary the regulations of the zoning district in which the special use is located subject to meeting the criteria of Section 17.52.070(A)(1)—(3), except for planned unit developments which shall meet the general objectives of Section 17.28.050(A)(1)—(7).

Item 8: Site Plan with Proposed Cricket Pitch

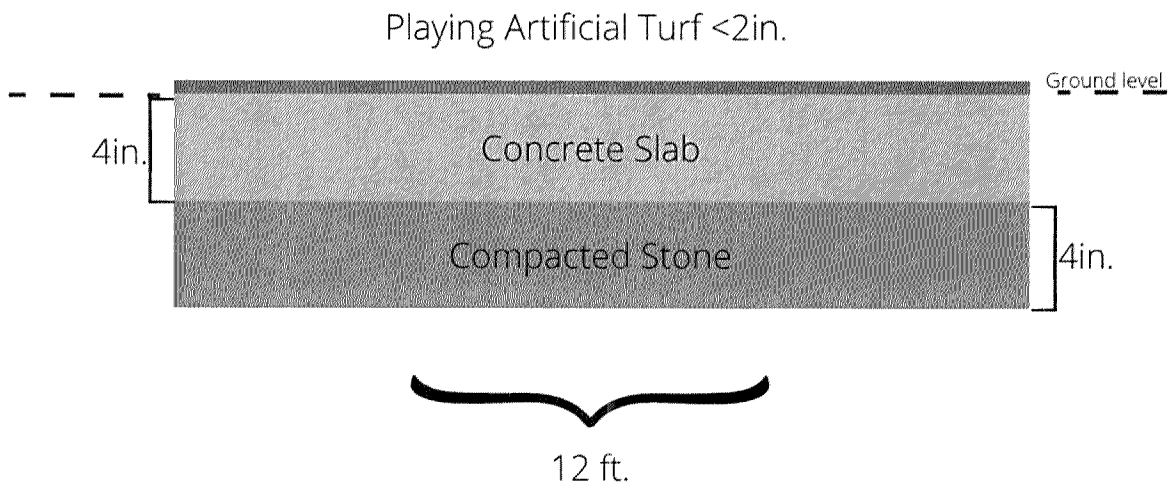
See attached document.



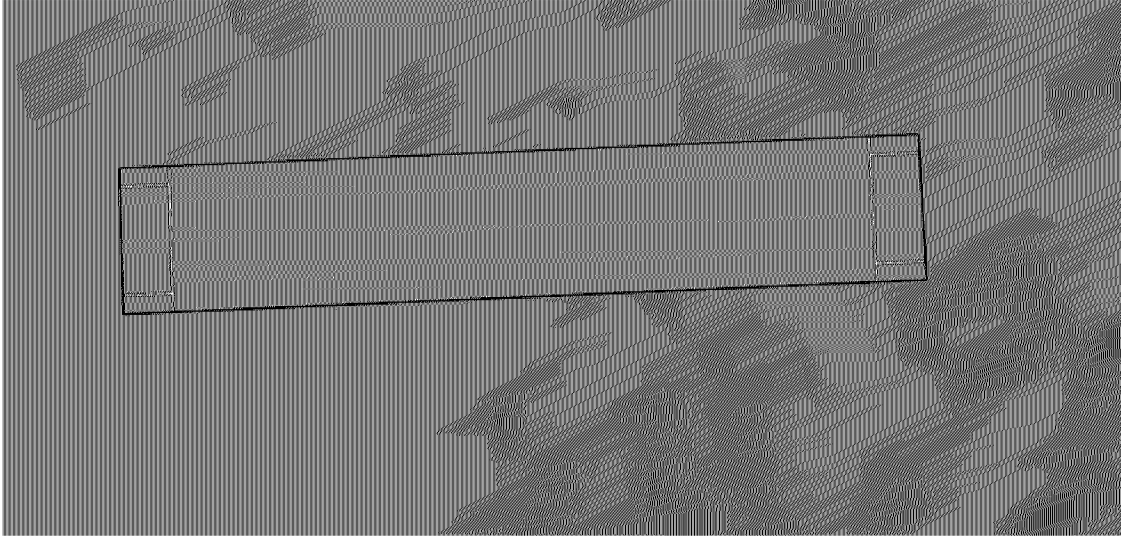


Items 9 and 10: Engineering Specifications and Plans

Vernon Township Cricket Pitch



Direct Vertical View



View from South



View from West



View from East



11/1/89

ORDINANCE NO. 89- 83AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING
ORDINANCE OF THE VILLAGE OF BUFFALO GROVE
COOK AND LAKE COUNTIES, ILLINOISVernon Township Facilities, Port Clinton Road/Main Street, Prairie View

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

WHEREAS, the property legally described in Exhibit A hereto was annexed to the Village of Buffalo Grove by Ordinance No. 89- 81 pursuant to a written Annexation Agreement dated November 6, 1989, and approved by the Village by Ordinance No. 89- 82 ; and,

WHEREAS, notice of the public hearing for zoning and annexation in said Annexation Agreement has been given and the public hearings were held.

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. The Comprehensive Zoning Ordinance of the Village of Buffalo Grove, Cook and Lake Counties, Illinois as amended is hereby further amended by classifying the property described in Exhibit A hereto in the R-7 Dwelling District and granting a Special Use for governmental facilities, community services, and recreation use.

Section 2. Development of the property shall be in compliance with the Annexation Agreement dated November 6, 1989, passed and approved pursuant to Ordinance No. 89- 81 .

Section 3. This Ordinance shall be in full force and effect on and after its passage and approval and according to law. This Ordinance shall not be codified.

AYES: 6 - Marienthal, Glove,r Reid, Shifrin, Mathias, O'Malley

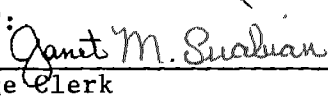
NAYES: 0 - None

ABSENT: 0 - None

PASSED: November 6 1989 APPROVED: November 6 1989

APPROVED:


VERNA L. CLAYTON, Village President

ATTEST:

Village Clerk

Attachment: Exhibit B. Plan Set (O-2023-49 : Approve a Special Use Amendment & Prelim Plan for a Cricket Pitch at 3050 N Main St.)

EXHIBIT A

LEGAL DESCRIPTION

VERNON TOWNSHIP FACILITIES

SUBJECT PROPERTY LEGAL DESCRIPTION: That part of Lot 31 in School Trustee's Subdivision of Section 16, Township 43 North, Range 11, East of the 3rd Principal Meridian, described as follows: beginning at the northwest corner of said Lot 31; thence south along the west line thereof 1076.50 feet; thence east parallel with the north line of said Lot 31 669.80 feet to the westerly right of way line of the Wisconsin Central Railway Company; thence northerly along said westerly right of way 1153.7 feet to the north line of said Lot 31 and thence west 249.20 feet to the corner of beginning except that part thereof annexed to the Village of Vernon Hills.

SUBJECT PROPERTY COMMON DESCRIPTION: The approximately 11.3 acres at the southwest corner of Port Clinton Road and Main Street in unincorporated Prairie View, IL.

04/4/2023

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON TUESDAY, APRIL 4, 2023**

Call to Order

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

Public Hearings/Items For Consideration

1. Consideration of a Petition for Approval of a Zoning Map Amendment from R-1 District Zoning to R-7 District Zoning, a Plat of Subdivision, a Special Use for Residential Planned Unit Development and a Preliminary Plan to Allow the Construction of a 12-Unit Townhome Development on the Property at 400 Lasalle Lane, to be Called Park Place Townhomes. (Trustee Ottenheimer) (Staff Contact: Kelly Purvis)

Purvis, Deputy Community Development Director, provided a background on the petition for the subject property at 400 Lasalle Lane.

Goodman, president of the Huron Group, was sworn in.

Goodman provided a brief background on the subject property for the 12-unit townhome planned development.

Com. Richards asked the petitioner to walk through the landscape plan provided.

Goodman talked through the landscape plan for the attached homes. Goodman said he will be working with staff on additional landscape.

Com. Richards asked if there would be fencing.

Goodman said they are not proposing any fencing at this time. Com. Moodhe asked staff about outlots.

Purvis provided information about the utilities and maintenance of the property.

Com. Moodhe asked staff about outlot B and asked if it is in the Village's interest to maintain the utilities.

Sianis, Village Civil Engineer II, explained the retention of the outlot B and how the transmission of water occurs between the Village and the Water Commission.

Com. Moodhe asked about water buildup concerns on the subject property.

Sianis said he heard that the site can get swampy. They have asked the petitioner to add storm sewers within the area to mitigate the issue.

Com. Moodhe asked if the culvert will be maintained. Sianis said yes it will be maintained.

Com. Moodhe asked if the plans are any higher than the buildings to the south. Goodman said it is a 35-foot limit.

Purvis said the proposed height of the structures is permitted, and the proposed townhomes will be two-stories, similar to the single-family homes to the south.

Com. Moodhe asked if the developer will be using the same materials to construct the townhomes to create a similar look of the neighborhood.

04/4/2023

Goodman said they generally use siding. The general look and feel will match the neighborhood surroundings.

Com. Moodhe asked if the petitioner took into consideration the fact that neighbors will now have to look at townhomes in an area that has been open for a long time.

Goodman said they are looking to help improve the parcel and the value of other surrounding properties.

Com. Moodhe asked if there are any variations.

Purvis said it is completely compliant with the R-7 District and Residential PUD requirements.

Com. Moodhe asked if there would be variations if it was not rezoned. Purvis explained the zoning requirements for R-7 vs R-1.

Com. Spunt asked the petitioner if construction would create disturbance to the road.

Goodman said it will not create too much disturbance to the current road. The company does a good job to keep the streets clean.

Com. Spunt asked what their construction hours will be.

Goodman said their construction hours will comply with the village construction hours ordinance.

Com. Davis asked about the spacing of the project.

Purvis said there is a 30-foot rear yard setback from the property line to the building.

Com. Moodhe asked for further clarification of the setback.

Purvis said it is compliant with the R7 zoning district. R-1 zoning would require a 40-foot setback. Com. Moodhe asked if they could go over the time frame of the project.

Goodman provided a timeline for the build.

Com. Moodhe asked what they were going to use for a sale center. Goodman said there would be no onsite sales center.

Com. Weinstein referenced packet page 29.

Com. Weinstein asked the petitioner if they wanted to add to the existing testimony related to the standards for the Planned Unit Development.

Goodman said they have outlined clear answers to the questions for the PUD.

Com. Weinstein entered the Village staff report as exhibit 1 and the two written public emails as exhibit 2.

Goodman thanked the Commission for their time. The Public hearing closed at 8:01 PM.

Com. Moodhe made a motion to recommend approval of a Zoning Map Amendment (rezoning to R-7 Dwelling District), Subdivision Plat, Special Use for Residential Planned Unit Development, and Preliminary Plan all to accommodate the construction of a new 12-unit townhome development at 400 Lasalle Lane, subject to the following conditions:

04/4/2023

1. *The proposed development shall be developed in substantial conformance with the plans attached as part of the petition.*
2. *The Final Engineering plans shall be submitted in a manner acceptable to the Village Engineer.*
3. *The Final Plat of Subdivision shall be submitted in a manner acceptable to the Village Engineer and Village Attorney.*

Com. Richards seconded the motion.

Com. Moodhe spoke in favor of the motion. Com. Weinstein spoke in favor of the motion.

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

2. Consider a Petition to the Village of Buffalo Grove for an Amendment to Special Use Ordinance No. 1989-83 and Preliminary Plan Approval to Allow the Construction of a Cricket Pitch Within the Existing Park at 3050 N Main Street. (Trustee Ottenheimer) (Staff Contact: Andrew Binder)

Binder, Associate Planner, provided a background on the subject property at 3050 N. Main Street.

Petitioners were sworn in.

Altenberg, Supervisor of Vernon Township, provided additional background information on the subject property and the proposed Cricket Pitch.

Com. Richards asked the petitioners how the Cricket field will impact the existing baseball field.

Wiess, Strategic Projects Coordinator for Vernon Township, reviewed the setup of the fields.

Com. Moodhe asked staff about the special use and the purpose of the public hearing due to the fact Cricket would be considered recreation.

Brankin, Village Attorney, explained the purpose of the amendment to a SUP due to the current ordinance with the property. A public hearing is required.

Purvis, Deputy Community Development Director, provided additional examples of what has been done in the past.

Com. Weinstein referenced packet page 39.

Com. Weinstein asked if they would like to add or supplement to the provided responses.

Altenberg said they have nothing additional to add to their testimony. Com. Weinstein entered the Village staff report as exhibit one.

Scott Broman, Resident at 2895 Whispering Oaks Drive, questioned the location of the cricket pitch. They are concerned about the use of land that is not currently being used next to the current baseball fields.

04/4/2023

Binder referenced packet page 36.

Altenberg said they will not have the cricket pitch in the area that is currently not in use.

Resident at 2930 Roslyn Lane asked if there is noise as the result of the construction of the Cricket Pitch and asked when the construction will occur.

Petitioner spoke to the details of the construction.

Jorge Valentine, a Chicago Resident, voiced their concern over the addition of the cricket pitch to the current baseball field. They believe this is a unique field that you cannot find, and they were planning to rent the field for their baseball league.

Wiess spoke to the choice of the placement for the cricket pitch. The petitioner also explained that the only change will be to the baseball mound.

Com. Moodhe asked Gowri Magati to spoke to the demand for the Cricket Pitch. Magti provided information on the demand that has been voiced for the Cricket Pitch. The public hearing closed at 8:25 PM.

Com. Moodhe made a motion to recommend approval to the Village Board for the Amendment to Special Use Ordinance No. 1989-83 and Preliminary Plan Approval to allow the construction of a Cricket Pitch within the existing park at 3050 N Main Street, subject to the following conditions:

- 1. The proposed development shall be developed in substantial conformance with the plans attached and in accordance with Section 16.20.070 of the Development Ordinance.*
- 2. The Special Use is granted to Vernon Township for the construction of a Cricket Pitch at 3050 N Main Street, which shall not run with the land.*
- 3. The Special Use granted to the Vernon Township is assignable to subsequent petitioners seeking assignment of this special use as follows:*
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.*
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.*

Com. Richards seconded the motion Com. Richards spoke in favor

Com. Moodhe spoke in favor

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

- 3. Consider a Petition to the Village of Buffalo Grove for Special Uses to Allow a Childcare Center and a Private Preschool/Elementary School in the R-5: One Family Dwelling District at 1250 Radcliffe Road. (Trustee Johnson) (Staff Contact: Andrew Binder)*

Binder, Associate Planner, provided background on the subject property at 1250 Radcliffe Road for a special use to allow for a childcare center and a private preschool/elementary school.

04/4/2023

Petitioners were sworn in.

Petitioner provided additional detail on the subject property.

Begmatov spoke to the use of the property, detailing the changing demographics in the area.

Com. Moodhe asked the petitioner if there is a need.

Begmatov said they would not limit who can enroll in the school; however, there is a population and demand for enrollment.

Com. Moodhe asked staff if there have been code issues with the current building onsite.

Binder said there have been many code issues both outside and inside the structure due to the long vacancy of the building.

Begmatov spoke to the interior of the building and the cosmetic changes they plan to make to bring the building up to code.

Com. Richards asked staff of the focus of the hearing.

Binder explained that Special Use Permits are void after a year. Com. Richards asked about future use of the property.

Binder explained the process.

Com. Davis asked about the timeline.

Begmatov spoke to the phases of the project with the hope of obtaining occupancy by July.

Com. Weinstein asked from what areas they are expecting to attract enrollment from.

Begmatov spoke to the demand within Cook County. Com. Weinstein asked about traffic patterns.

Binder spoke to the two traffic pattern options to help mitigate any potential traffic issues. He also reviewed the traffic pattern of the previous use.

Com. Weinstein spoke to the historical use in 2005.

Com. Weinstein said he think there needs to need some screening for the lights from cars as they move through the drop-off line.

Com. Weinstein asked when they anticipate to be at full enrollment. Begmatov said within 4 years.

The Village staff report entered as exhibit one.

Megan Bumgardner, resident at 924 Thornton Lane, spoke in favor of the organization coming to the community, but spoke to their concern of traffic issues with the 6 am start time.

Craig Horwitz, resident at 883 Stoneridge Lane voiced his concern about the special use and the hours of operation.

Com. Weinstein reference packet page 58.

Com Weinstein asked the petitioners to confirm the hours of operations listed for the weekend are 10:15 AM - 3:00 PM.

04/4/2023

Begmatov said that is correct.

Com. Moodhe reference packet page 93.

Com. Moodhe commented on the hours listed are similar to what is being proposed. The petitioners thanked the Commission for their time.

The public hearing was closed at 9:01 PM.

Com. Moodhe made a positive recommendation to the Village Board for Special Uses for a childcare center and a private preschool/elementary school at 1250 Radcliffe Road, subject to the following conditions:

1. *The Special Use is granted to Silk Road International School - Chicago to operate a childcare center and a private preschool/elementary school at 1250 Radcliffe Road, which shall not run with the land.*
2. *The Special Use granted to the Silk Road International School - Chicago is assignable to subsequent petitioners seeking assignment of this special use as follows:*
 - a. *Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.*
 - b. *Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.*
3. *Any incidental or directional signage for the site will be reviewed and administratively approved by Village staff.*
4. *The facility and all uses on the property shall operate no earlier than 6:00 a.m. and no later than 10:00 p.m.*
5. *Parking on the Property shall be managed to minimize impacts on adjacent properties. If the Village determines that ingress or egress to and from the Property needs to be managed to avoid or mitigate traffic congestion on streets adjacent to the Property, Petitioner shall take action to implement the Plan B circulation plan and/or make adjustments as directed by the Village.*
6. *The Petitioner shall implement the drop-off/pick-up measures as recommended in the KLOA traffic analysis*

Com. Richards seconded the motion. Com. Spunt spoke in favor of the motion. Com. Davis spoke in favor of the motion.

Com. Moodhe spoke in favor of the motion. Com. Weinstein spoke in favor of the motion.

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

4. Consider a Petition to the Village of Buffalo Grove for Special Uses in the Industrial District (I) for a Motor Freight Terminal and Outside Storage at 1011 Asbury Drive. (Trustee Pike) (Staff Contact: Andrew Binder)

04/4/2023

Binder, Associate Planner, provided background on the subject property at 1011 Asbury Dr.

Petitioners were sworn in.

Posloweki, owner and operator of Coast Connection Inc., explained the updates they would like to make to the current location in addition to landscape screening.

Posloweki explained the direction the trucks would take to leave the facility, which would not impact or have any interaction with residential areas.

Com. Richards asked the petitioners about the outdoor storage. Posloweki, said the outside storage is for vehicles only, no materials. Com. Richards asked about security on the property.

Posloweki, talked through the security measures for the property, noting they run normal business hours and lock gates during the evening.

Com. Moodhe asked the petitioner about the need for the additional dock. Posloweki, explained the need for their business.

Com. Moodhe commented in favor of the vinyl fence. Com. Weinstein reference packet page 112.

Com. Weinstein asked if they wanted to add to their written testimony. Posloweki thanked the Commission and staff for their time.

Com. Weinstein entered the Village staff report as exhibit one.

Laura Weiss, with GP Investment Holdings at 900 Corporate Grove Drive, voiced their concerns about the truck traffic in the industrial park itself.

Posloweki spoke to the direction their trucks will take to exit onto Milwaukee. The public hearing closed at 9:21 PM.

Com. Moodhe made a positive recommendation to the Village Board to allow Special Uses for a Motor Freight Terminal and Outside Storage at 1011 Asbury Drive, subject to the following conditions:

1. *The Special Use is granted to Coast Connection, LLC to operate a Motor Freight Terminal and Outside Storage at 1011 Asbury Drive, which shall not run with the land.*
2. *The Special Use granted to the Coast Connection LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:*
 - a. *Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.*
 - b. *Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.*
3. *Any incidental or directional signage for the site will be reviewed and administratively approved by Village staff.*
4. *The fence, landscaping, and parking lot screening shall be maintained by the property owner or tenant in perpetuity.*

04/4/2023

Com. Richards seconded the motion. Com. Spunt spoke in favor of the motion. Com. spoke in favor of the motion.

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

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Mar 15, 2023 7:30 PM

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

Chairman's Report

Committee and Liaison Reports

Com. Moodhe provided his committee liaison report from the Village Board meeting he attended.

Staff Report/Future Agenda Schedule

Purvis provided the commission with items that are anticipated to be on future agenda schedules.

Public Comments and Questions

Adjournment

The meeting was adjourned at 9:27 PM

Kelly Purvis

APPROVED BY ME THIS 4th DAY OF April, 2023



Ordinance No. O-2023-50 : Approve an Ordinance for a Special Use for Motor Freight Terminal and Outdoor Storage in the Industrial District at 1011 Asbury Drive.

Recommendation of Action

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

SUMMARY: Coast Connection, Inc, is requesting approval of a Special Use for a Motor Freight Terminal and Outdoor Storage at 1011 Asbury Drive. The Planning & Zoning Commission unanimously recommended approval.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B. Plan Set (PDF)
- Exhibit C. Draft Minutes PZC April 4, 2023 (PDF)
- Public Comment Letter (PDF)

Trustee Liaison

Johnson

Staff Contact

Nicole Woods, Community Development

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 17, 2023

TO: Dane Bragg, Village Manager

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

SUBJECT: 1011 Asbury Dr - Special Use in the Industrial District (I) for a Motor Freight Terminal and Outside Storage

BACKGROUND

Coast Connection, a full-service logistics company specializing in warehousing and distribution of goods, is looking to relocate from Franklin Park to 1011 Asbury Drive, Buffalo Grove. Coast is requesting approval of a Special Use for a Motor Freight Terminal and Outdoor Storage to allow for freight trucks to be stored and routed for the company's logistical, warehousing and distribution operations.

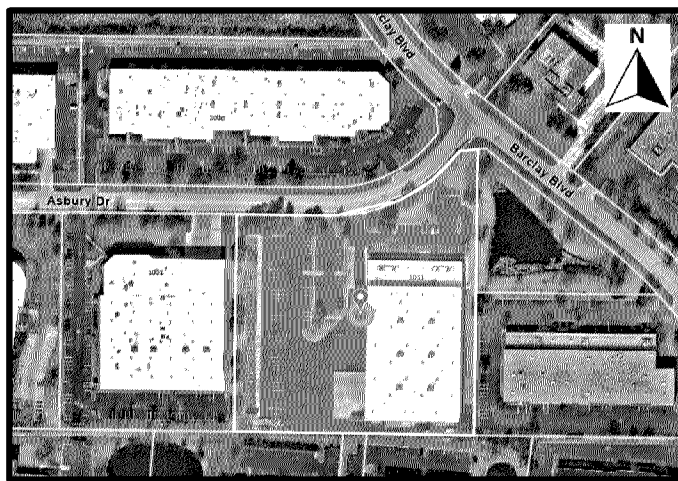


Figure 1: Subject Property

PLANNING & ZONING ANALYSIS

Proposed Use & Operation

- Coast Connection plans to occupy the 69,200 sqft building at 1011 Asbury Dr, which includes 54,500 sqft for warehouse/distribution use and approx. 14,700 sqft for office use. The property is currently vacant and is located in the Industrial District.
- The site was previously occupied by Graebel/American Movers (National Moving and Storage Company) who obtained a special use for motor freight terminal and outdoor storage (trucks) for their logistic operations.
- The Special Use does not conflicts with the surrounding industrial uses and development.

Parking and Traffic

- A Traffic Impact Study concluded that the truck arrivals and departures were evenly distributed throughout the day, and less than 10 trucks a day accessing the site, which would be unlikely to interfere with the commuter traffic on the local roads.
- From the property, trucks will use Asbury Dr and Barclay Blvd as their main route to Milwaukee Avenue to access I-94 (north) and I-294 (south).
- Outdoor Storage in the Village's Industrial District is a Special Use and requires the storage to be enclosed by a solid wall or fence, including solid doors or gates. The west truck parking lot will be enclosed by an 8' solid fence and gates.
- The landscape plan includes new landscaping along Asbury Dr to help screen the truck parking.

PUBLIC HEARING COMMENTS

Staff received one written comment from the public, expressing concern for the use as well as a public comment at the PZC Meeting asking further questions. The written comment and PZC meeting meetings are attached for the Board's review.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of the Special Uses for a Motor Freight Terminal and Outside Storage at 1011 Asbury Drive, subject to the following conditions:

1. The Special Use is granted to Coast Connection, LLC to operate a Motor Freight Terminal and Outside Storage at 1011 Asbury Drive, which shall not run with the land.
2. The Special Use granted to the Coast Connection LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.
3. Any incidental or directional signage for the site will be reviewed and administratively approved by Village staff.
4. The fence, landscaping, and parking lot screening shall be maintained by the property owner or tenant in perpetuity.

RECOMMENDATION

Staff recommends that the Village Board adopt an Ordinance granting approval of the requested Special Uses to Coast Connection Inc, to allow a Motor Freight Terminal and Outside Storage at 1011 Asbury Drive, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2023 - ____

**AN ORDINANCE APPROVING SPECIAL USES
FOR 1011 ASBURY DRIVE
VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS**

**Coast Connection, Inc
1011 Asbury Drive**

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

WHEREAS, 1011 Asbury Drive, Buffalo Grove, IL ("Property") is a 5.9-acre site in the I Industrial District which is currently improved with a vacant 69,200 square foot building and is hereinafter legally described in Exhibit A; and,

WHEREAS, Coast Connection, Inc, ("Petitioner") has filed a petition for Special Uses in the Industrial District (I) for a Motor Freight Terminal and Outside Storage;

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on April 4, 2023, concerning the petition for approval of the Special Uses; and,

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

WHEREAS, the Planning & Zoning Commission voted 5 to 0 to unanimously recommend approval of the requested Special Uses; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed Special Uses are reasonable and will serve the best interests of the Village.

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

- | | |
|-----------|--|
| EXHIBIT A | Legal Description of the Property |
| EXHIBIT B | Plan Set |
| EXHIBIT C | Draft Minutes from the April 4, 2023, Planning & Zoning Commission Meeting |

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

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

of this Ordinance.

Section 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the Special Uses for the Property at 1011 Asbury Drive, Buffalo Grove, IL, subject to the following conditions:

1. The Special Use is granted to Coast Connection, LLC to operate a Motor Freight Terminal and Outside Storage at 1011 Asbury Drive, which shall not run with the land.
2. The Special Use granted to the Coast Connection LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.
3. Any incidental or directional signage for the site will be reviewed and administratively approved by Village staff.
4. The fence, landscaping, and parking lot screening shall be maintained by the property owner or tenant in perpetuity.

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

This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman, Village President

EXHIBIT A**Legal Description**

**Coast Connection, Inc
1011 Asbury Drive**

LOT 103 IN KLEFSTAD'S SECOND SUBDIVISION, BEING A RESUBDIVISION OF LOTS 16 AND 17 IN ARBOR CREEK BUSINESS CENTRE, A SUBDIVISION IN SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE TIDRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 1, 1990 AS DOCUMENT 2959519 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT 2965960 AND FURTHER CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT 2973507, IN LAKE COUNTY, ILLINOIS.

Street Address: 1011 Asbury Drive, Buffalo Grove, Illinois

PIN: 15-27-208-004

4

EXHIBIT B

Plan Set

**Coast Connection, Inc
1011 Asbury Drive**

Attachment: Ordinance (O-2023-50 : Approve an Ordinance for Special Use for in the Industrial District at 1011 Asbury Drive.)

EXHIBIT C

Minutes from the April 4, 2023, Planning & Zoning Commission Meeting
Coast Connection, Inc
1011 Asbury Drive

Attachment: Ordinance (O-2023-50 : Approve an Ordinance for Special Use for in the Industrial District at 1011 Asbury Drive.)



**2553 Edgington Street
Franklin Park, IL 60131**

ph# 847-288-0911

fax# 847-288-0920

www.coastconnectioninc.com

Date: 2/24/2022

Dear Nicole and Andrew –

My name is Peter and I'm one of the two owners of Coast Connection, Inc. Our company is a full-service logistics company. We specialize in warehousing and distribution and have been in business since 2008. Currently, we operate our company in Franklin Park, IL but the building is being redeveloped into a data center facility later this year and we need to move our operations.

With our own trucks and warehouse space we are able to offer our customers long and short-term storage solutions along with transportation capabilities. We also utilize third-party logistics companies and owner/operators for daily distribution services to help accommodate our customers' needs.

Our regular hours of operation are:

M-F: 7am - 5pm

Sat: 7am - Noon with only few employees (4-5 individuals)

Sunday - Closed

Currently, our company employs seventy people; twenty staff in the office/warehouse and fifty drivers. Out of the drivers, ten of them are out state (PA, NJ, FL, TX), so they don't park equipment here in Illinois. Coast Connection also has additional truck parking in the SW suburbs located at 1501 Remington Blvd, Bolingbrook, IL. We will be looking to hire additional employees once we get settled into our new facility.

We are looking to utilize about 40-50 trailer parking stalls at 1011 Asbury Dr, based on the availability (of which 35 trailer stalls are already in place at the property). It should be noted that our trucks are moving customers' freight all over the country on a continual basis it will be quite rare for our truck parking lot to be entirely full...

Once the "special-use" permit is approved we need to make two small improvements to the building (with an approved building permit). This includes installing two additional loading dock doors between the three existing loading docks, installing a new, 8-foot tall vinyl fence as per Buffalo Grove code, and repaving part of the car parking lot to adopt for additional trailer parking (to accommodate current and future growth). Please see attached plans.

My partner and I are very excited about becoming business residents of Buffalo Grove and look forward to working with the Village. Please let us know if you need any additional information from us or if you would like to have an in-person meeting.

If you should have any questions, please don't hesitate to call me at (773) 892-8379.

Best Regards,

Peter Poslowski, Vice President

Coast Connection, Inc – Special use permit for 1011 Asbury Drive

Special use standards

February 28, 2023

To whom it may concern:

1) Coast Connection, Inc's operations as a warehouse / distribution company will have zero negative impact nor be detrimental to the residents of Buffalo Grove, as their operation will fall in the middle of a large industrial zoned business park far from any residential (closest residential is nearly 3,000 feet away and is separated by multiple industrial buildings and a double set of railroad tracks).

Our company moves only general freight and does not move nor store any hazardous materials. Coast Connection recently acquired an additional 35 stalls for truck and trailer parking located at 1501 Remington Blvd, Bolingbrook, IL to ease up traffic flow at our main location (currently in Franklin Park) and also to create easier/quicker access to our clients located in the south and southwest suburbs of the Chicagoland area. To improve the comfort and general welfare for the public we will be installing a solid vinyl fence and upgrading landscaping to minimize visual exposure from within the industrial park.

2) With the location of the special use in the middle of the Buffalo Grove Industrial District there will be zero interference with residential areas. Given the site's close proximity to State Route 45 (Milwaukee Ave) and then to Lake Cook Rd (6-lane divided roadway) it minimizes the impact of any additional traffic. These are main arterial roads with high capacity that allow easy and uninterrupted traffic flow to Interstate-294.

The intensity of the business will be minimal as Coast Connection is only open Monday – Friday with a skeleton crew on Saturdays (closed Sundays).

3) Coast Connection's operations both inside and outside of the building will not disturb nor cause harm to the neighboring businesses in this industrial corridor. Additional new landscaping on the north end of the property and a new solid 8' tall fence surrounding the parking area (will be replacing an outdated cyclone fence) with two access gates will provide safe and easy access to the subject facility (please see attached landscaping and fence plans).

4) The subject property currently has (35) trailer parking stalls in place along the western property line. The additional trailer parking stalls we are requesting are just converting a few existing car parks to trailer stalls. Even after this conversion the building still has over (43) car parking spots in place.

These changes fall within the middle of the subject property and will have no negative impact on neighboring properties use nor their ability to redevelop or update their properties down the road. The frequency of utilization of these trailer parking stalls will be low as Coast Connection's proprietary fleet will be picking up and dropping off freight for its customers all over the country.

5) The requested special use falls within a mature industrial business park with adequate access, drainage (detention pond adjacent to the property), zoning, and utilities.

6) As stated in section 3 above, the parking lot will be fully screened with a new 8' tall solid fence and new landscape plantings to screen the parking from the neighbors and general public. Two new access gates will also secure the site and eliminate any traffic hazards/concerns. With multiple points of ingress/egress to the site Coast Connection has the ability to restrict the western driveway to strictly truck traffic and use the easterly driveway for passenger cars that will be parking in the office parking lot. This will greatly enhance safety by not having cars and trucks commingling on the site.

Please call with any questions.

Regards,

Peter Poslowski

Partner / Vice President

Coast Connection, Inc

(773) 892.8379

ADDITIONAL PARKING EXHIBIT FOR

1011 ASBURY DRIVE

BUFFALO GROVE, IL

SITE AREA (± 5.9 AC.)

± 266,932 S.F.

BUILDING AREA

69,200 S.F.

PARKING

CAR PARKING PROVIDED

91 STALLS

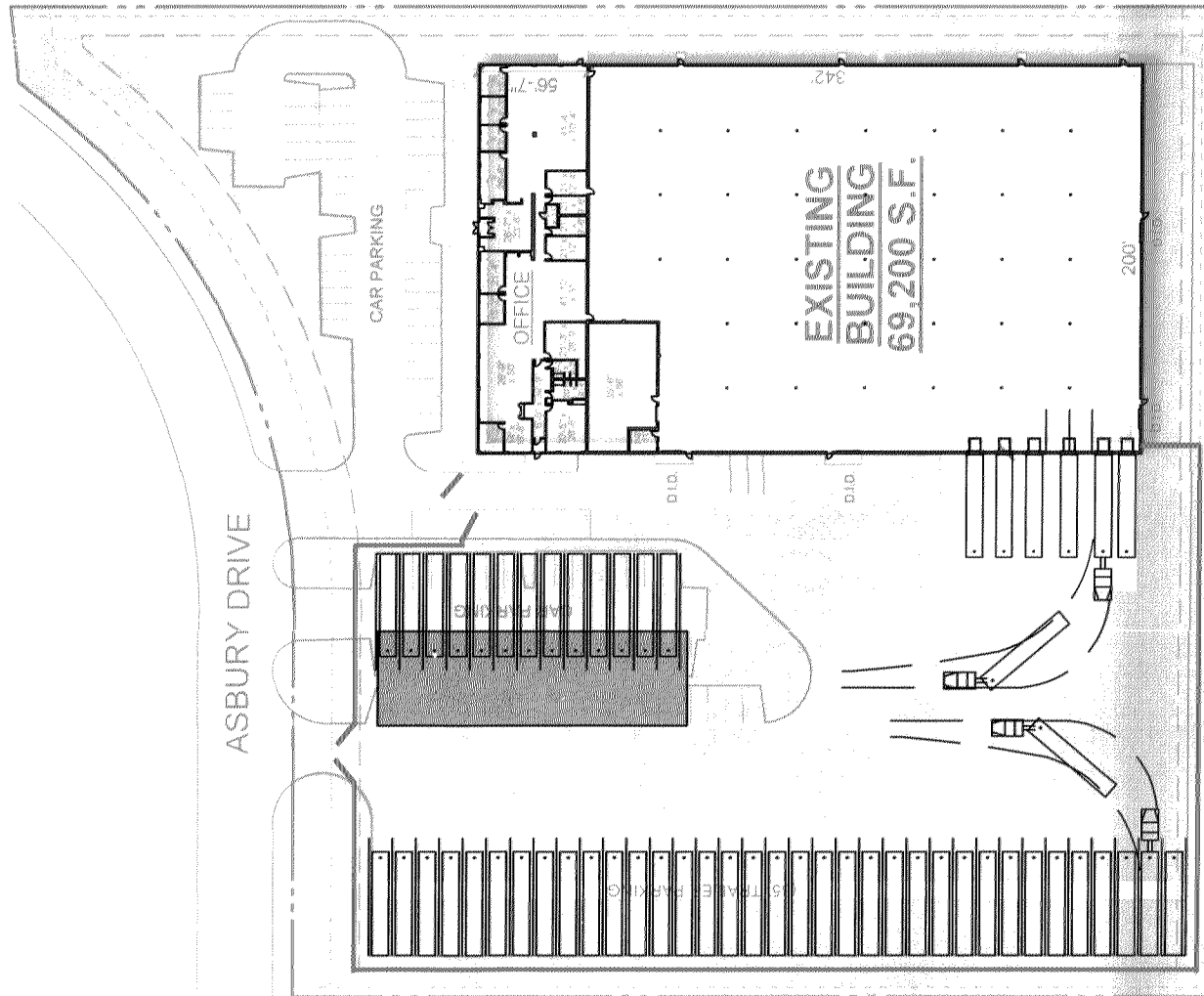
DRIVE IN OVERHEAD DOORS

4 DOORS

TOTAL EXTERIOR DOCKS

3 DOCKS

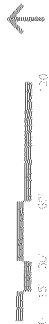
CLEAR HEIGHT



EXETER

SITE PLAN

7/11/2023 (REV. 06-19-2021)

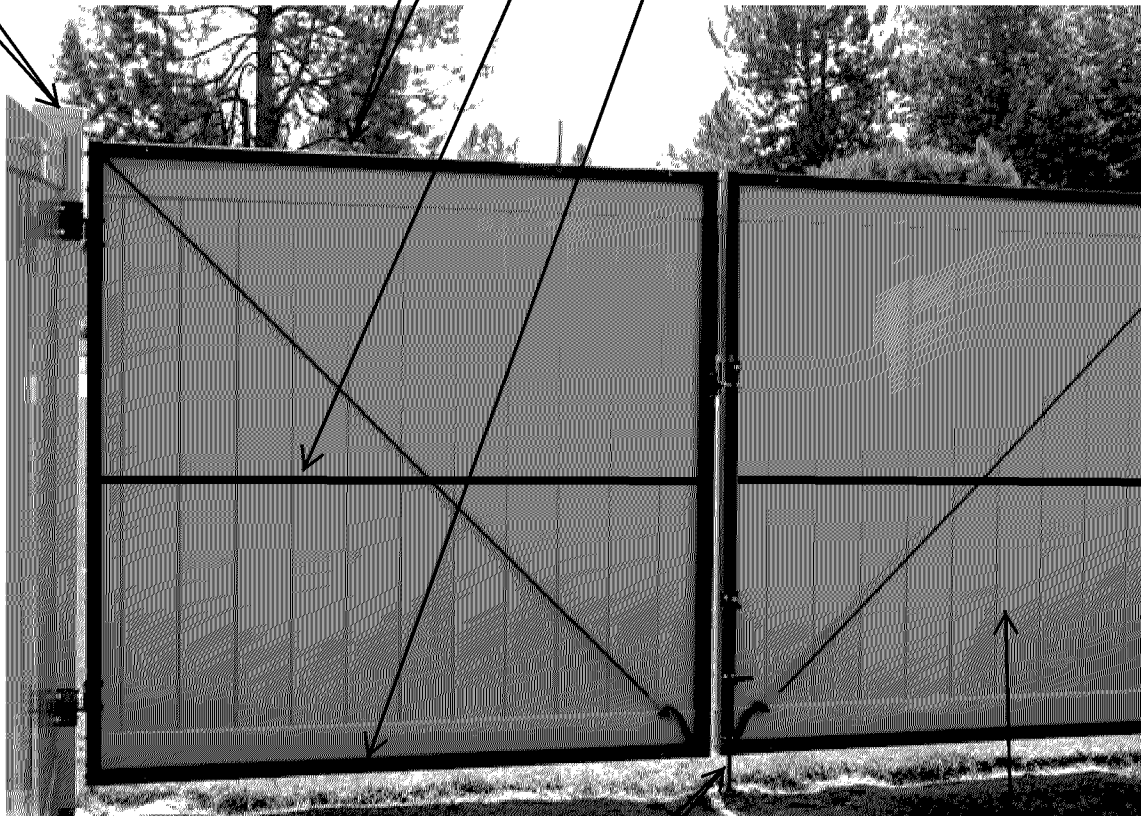


HARRIS ARCHITECTS, INC.

BACK SIDE OF GATES

Gate Post: Heavy
Duty 6x6 Steel Post

Steel Frame: 2 1/2"
square pipe - Top &
middle & bottom.



Drop Rods & Slide bolt to lock the gate.

Steel frame covered with plastic.

Front Side of Gates





Hampton, Lenzini and Renwick, Inc.

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DRAFT MEMORANDUM

TO: Piotr Poslowski
Coast Connection, Inc.

FROM: Amy McSwane, PE, PTOE
Hampton Lenzini & Renwick, Inc. (HLR)

DATE: March 9, 2023

SUBJECT: Traffic Impact Study – Coast Connection, Inc.

The purpose of this study was to evaluate the potential traffic impact if Coast Connection, Inc. were to relocate from their existing headquarters in Franklin Park, IL to 1011 Asbury Drive, Buffalo Grove, IL 60089 (Exhibit 1).

Existing Conditions

1011 Asbury Drive is a 69,200 square foot industrial facility within The Corporate Grove, a business park located at IL Route 21 (Milwaukee Avenue) and Busch Parkway. Asbury Drive is a local street with no available traffic data on IDOT's Getting Around Illinois website. Barclay Blvd, at the north end of Asbury Drive, has an Average Daily Traffic (ADT) of 4,350 vehicles per day (vpd) and Busch Parkway, at the south end, has an ADT of 4,250 vpd. The site contains a mixed-use building with offices to the north and warehouse space to the south. Parking consists of a northeast lot with 37 spaces, 4 of which are handicap accessible, a northwest lot with 32 spaces, and a gated west parking lot spanning the length of the property. The gated lot is currently striped for 141 personal vehicles and contains three loading docks connecting to the warehouse.

The proposed 35 truck parking stalls are planned for staging purposes. Generally, trailers are not in use every day and will sometimes stay onsite for multiple days before being loaded and departing. The fleet contains more trailers than tractors so drivers can drop off an empty trailer and pick-up a preloaded trailer, which improves efficiency of the operations.

From this new property, trucks can access the interstate system to travel north on I-94 for deliveries to Minnesota and Wisconsin or south on I-294 to effectively access the rest of the country. Using designated truck routes, the following paths are available (Exhibits 2 and 3):

North: Asbury Drive -> Barclay Boulevard -> Aptakisic Road -> Milwaukee Avenue ->
Townline Road -> I-94

South: Asbury Drive -> Barclay Boulevard -> Busch Parkway -> Milwaukee Avenue ->
Paletine Road -> I-294



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Coast Connection, Inc. is a logistics company providing storage and distribution services. Currently based in Franklin Park, they make routine deliveries to the states surrounding Illinois as well as to both the east and west coast. Of the 47 drivers they currently employ, 11 are locally based within the Chicagoland area and primarily perform daily or two-day regional deliveries to Michigan, Indiana, Iowa, and Wisconsin. The remaining 36 drivers specialize in cross-country deliveries, with some drivers based within Chicagoland and the remaining scattered throughout the country. These routes are more variable, and drivers can be on the road for weeks at a time without returning to the main office. In addition to the Franklin Park site, Coast Connection, Inc. also maintains a 35-space lot in Bolingbrook, IL that serves as overflow truck parking for cross-country drivers. This is strictly a parking lot; no freight is warehoused at this location.

Traffic Analysis

To determine the impact that Coast Connection, Inc.'s relocation will have upon the traffic of the Corporate Grove business park, a traffic impact study was performed using ELD (electronic logging device) reports from January 1, 2023 to February 21, 2023 provided by Coast Connection, Inc. GPS entries at the Franklin Park site were catalogued to identify the frequency of trucks entering and exiting during the AM phase (12am-12pm) and the PM phase (12pm-12am). The subsequent delivery location was used to identify which truck route a driver would use if driving in and out of the Buffalo Grove site.

During the 51-day assessment period, the Franklin Park site experienced the following total number of trips, divided by direction of travel:

Total Assessment Period Volume Distribution

Truck Route	AM Arrival	AM Departure	PM Arrival	PM Departure
North	7	5	7	5
South	116	359	374	147
Total	123	364	381	152

This resulted in an average of 2.4 arrivals and 7 departures per day during the AM phase and 7.3 arrivals and 2.9 departures per day during the PM phase. Traffic was evenly distributed throughout the day, and no significant peak hour was identified. When traffic was projected onto the Buffalo Grove location (Exhibit 4), most deliveries would have drivers entering and exiting The Corporate Grove utilizing the south truck route. Regional drivers would use the north truck route only 1 percent of the time; cross-country drivers would arrive from the north route 3.7 percent of the time and depart to the north 2 percent of the time.

Future Expansion

Over the 7-years lease period, Coast Connection has no plans to expand its asset-based operations (meaning no more additional tractors or trailers will be needed for moving freight). A more likely growth avenue for Coast Connection in the future will be to utilize the larger existing office footprint within the Asbury building and expand the non-asset-based freight brokerage division (Coast Connection will contract with outside logistics companies to move freight on third-party trucks). This expansion will not require any additional equipment (tractors and trailers) for Coast Connection and will also enable/require hiring additional office employees



Hampton, Lenzini and Renwick, Inc.

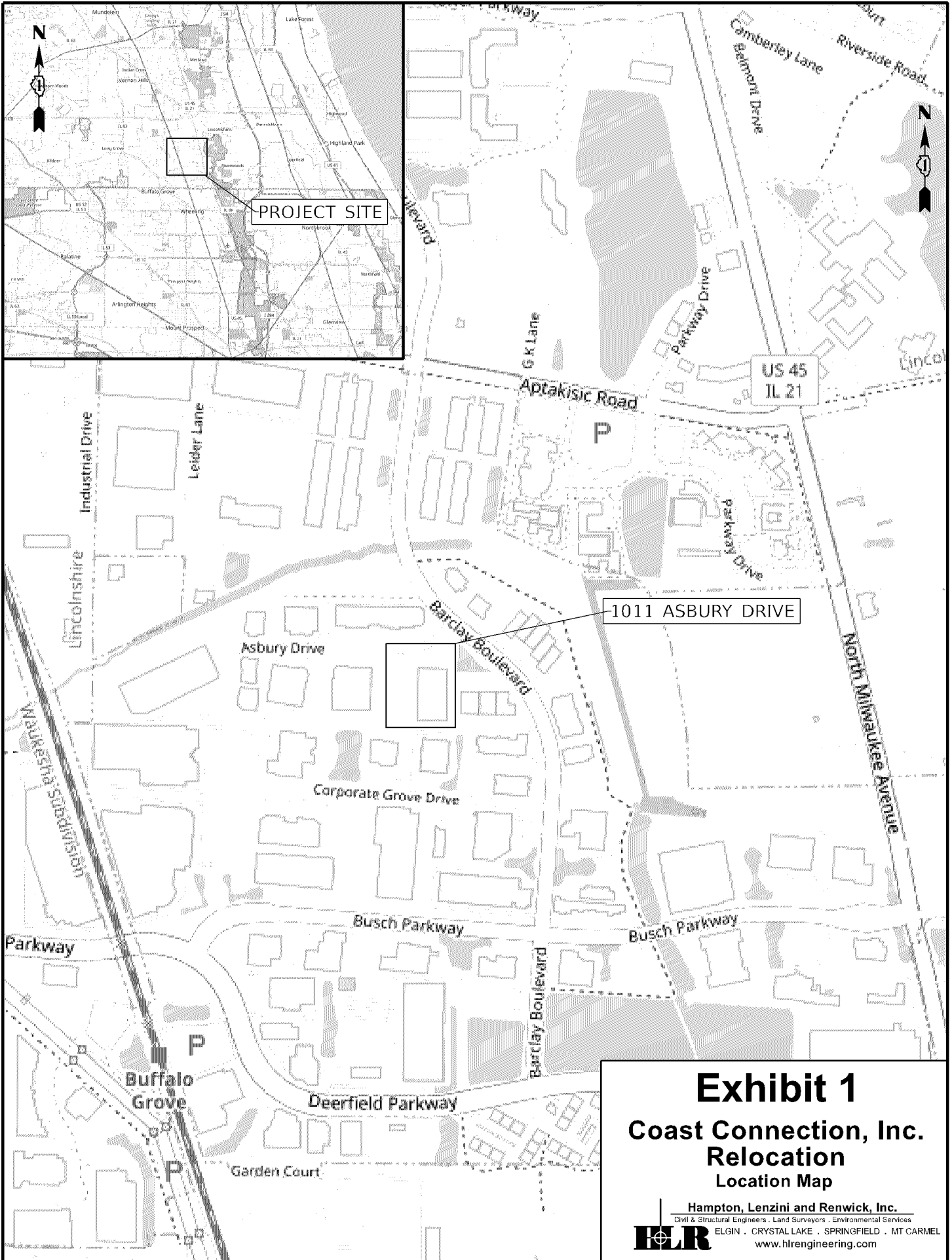
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in the future. The existing building and parking lot (after small expansion) is the perfect sized facility for the current operations and fleet. In the unlikely expansion of the asset-based business in the distant future we will have to acquire or lease an additional facility as the existing loading dock count and parking at 1011 Asbury will not suffice if anymore trucks are added to the Coast Connection Fleet.

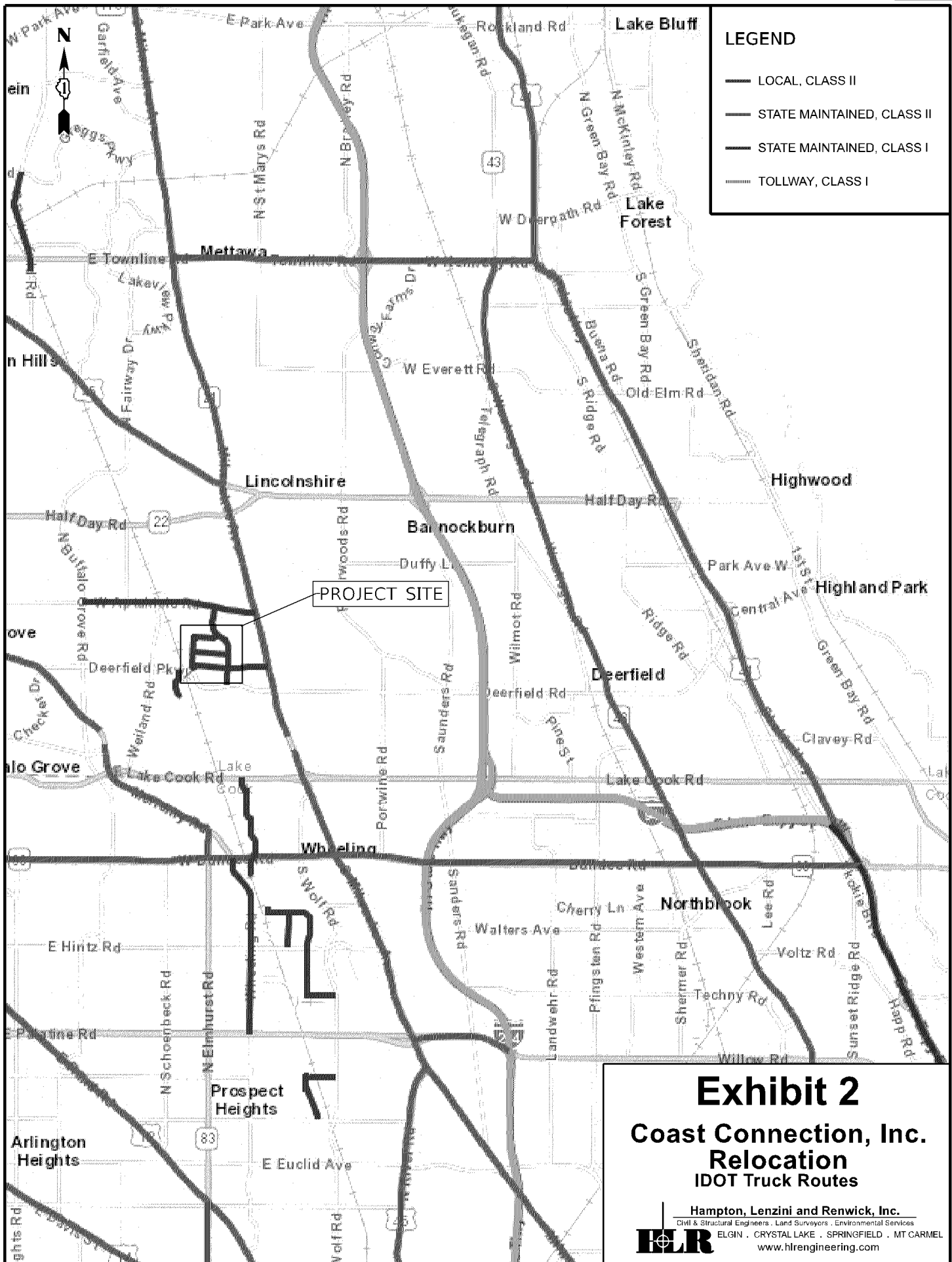
Summary of Findings

Based on this study, Coast Connection, Inc. occupying 1011 Asbury Drive will not cause a significant traffic disruption. Truck arrivals and departures are infrequent and spread throughout the day and are unlikely to interfere with the commuter traffic that The Corporate Grove currently supports.

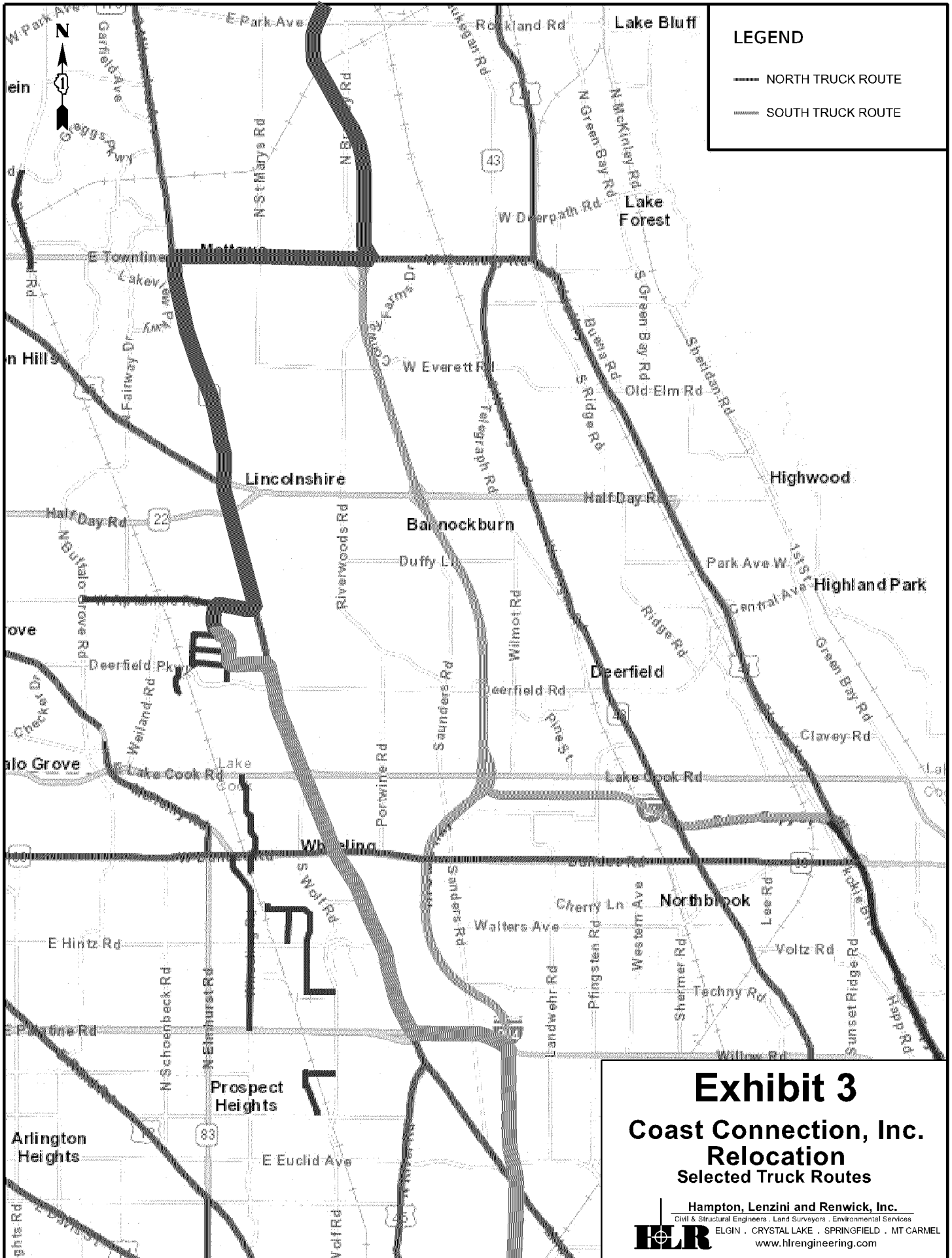
If you have any questions or concerns regarding this study, please contact Amy McSwane, PE, PTOE, at amcswane@hlreng.com or at 847-697-6700.



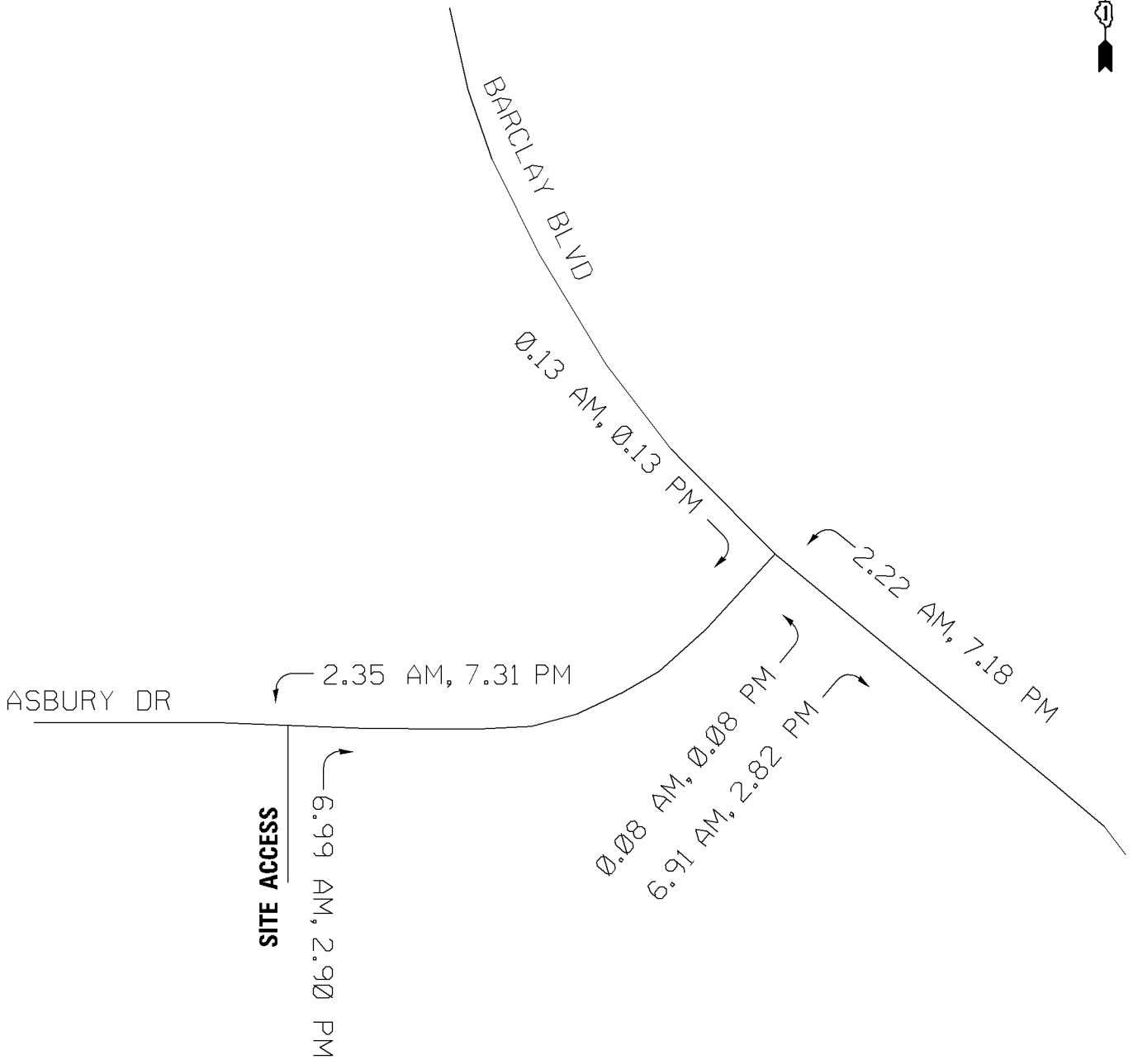
Attachment: Exhibit B. Plan Set (O-2023-50 : Approve an Ordinance for Special Use for in the Industrial District at 1011 Asbury Drive.)



Attachment: Exhibit B. Plan Set (O-2023-50 : Approve an Ordinance for Special Use for in the Industrial District at 1011 Asbury Drive.)



Attachment: Exhibit B. Plan Set (O-2023-50 : Approve an Ordinance for Special Use for in the Industrial District at 1011 Asbury Drive.)



**PROJECT SITE
LOCATION**

Exhibit 4

Coast Connection, Inc. Relocation Site Trip Distribution

Hampton, Lenzini and Renwick, Inc.
Civil & Structural Engineers • Land Surveyors • Environmental Services
HLR ELGIN • CRYSTAL LAKE • SPRINGFIELD • MT CARMEL
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04/4/2023

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON TUESDAY, APRIL 4, 2023**

Call to Order

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

Public Hearings/Items For Consideration

1. Consideration of a Petition for Approval of a Zoning Map Amendment from R-1 District Zoning to R-7 District Zoning, a Plat of Subdivision, a Special Use for Residential Planned Unit Development and a Preliminary Plan to Allow the Construction of a 12-Unit Townhome Development on the Property at 400 Lasalle Lane, to be Called Park Place Townhomes. (Trustee Ottenheimer) (Staff Contact: Kelly Purvis)

Purvis, Deputy Community Development Director, provided a background on the petition for the subject property at 400 Lasalle Lane.

Goodman, president of the Huron Group, was sworn in.

Goodman provided a brief background on the subject property for the 12-unit townhome planned development.

Com. Richards asked the petitioner to walk through the landscape plan provided.

Goodman talked through the landscape plan for the attached homes. Goodman said he will be working with staff on additional landscape.

Com. Richards asked if there would be fencing.

Goodman said they are not proposing any fencing at this time. Com. Moodhe asked staff about outlots.

Purvis provided information about the utilities and maintenance of the property.

Com. Moodhe asked staff about outlot B and asked if it is in the Village's interest to maintain the utilities.

Sianis, Village Civil Engineer II, explained the retention of the outlot B and how the transmission of water occurs between the Village and the Water Commission.

Com. Moodhe asked about water buildup concerns on the subject property.

Sianis said he heard that the site can get swampy. They have asked the petitioner to add storm sewers within the area to mitigate the issue.

Com. Moodhe asked if the culvert will be maintained. Sianis said yes it will be maintained.

Com. Moodhe asked if the plans are any higher than the buildings to the south. Goodman said it is a 35-foot limit.

Purvis said the proposed height of the structures is permitted, and the proposed townhomes will be two-stories, similar to the single-family homes to the south.

Com. Moodhe asked if the developer will be using the same materials to construct the townhomes to create a similar look of the neighborhood.

04/4/2023

Goodman said they generally use siding. The general look and feel will match the neighborhood surroundings.

Com. Moodhe asked if the petitioner took into consideration the fact that neighbors will now have to look at townhomes in an area that has been open for a long time.

Goodman said they are looking to help improve the parcel and the value of other surrounding properties.

Com. Moodhe asked if there are any variations.

Purvis said it is completely compliant with the R-7 District and Residential PUD requirements.

Com. Moodhe asked if there would be variations if it was not rezoned. Purvis explained the zoning requirements for R-7 vs R-1.

Com. Spunt asked the petitioner if construction would create disturbance to the road.

Goodman said it will not create too much disturbance to the current road. The company does a good job to keep the streets clean.

Com. Spunt asked what their construction hours will be.

Goodman said their construction hours will comply with the village construction hours ordinance.

Com. Davis asked about the spacing of the project.

Purvis said there is a 30-foot rear yard setback from the property line to the building.

Com. Moodhe asked for further clarification of the setback.

Purvis said it is compliant with the R7 zoning district. R-1 zoning would require a 40-foot setback. Com. Moodhe asked if they could go over the time frame of the project.

Goodman provided a timeline for the build.

Com. Moodhe asked what they were going to use for a sale center. Goodman said there would be no onsite sales center.

Com. Weinstein referenced packet page 29.

Com. Weinstein asked the petitioner if they wanted to add to the existing testimony related to the standards for the Planned Unit Development.

Goodman said they have outlined clear answers to the questions for the PUD.

Com. Weinstein entered the Village staff report as exhibit 1 and the two written public emails as exhibit 2.

Goodman thanked the Commission for their time. The Public hearing closed at 8:01 PM.

Com. Moodhe made a motion to recommend approval of a Zoning Map Amendment (rezoning to R-7 Dwelling District), Subdivision Plat, Special Use for Residential Planned Unit Development, and Preliminary Plan all to accommodate the construction of a new 12-unit townhome development at 400 Lasalle Lane, subject to the following conditions:

04/4/2023

1. *The proposed development shall be developed in substantial conformance with the plans attached as part of the petition.*
2. *The Final Engineering plans shall be submitted in a manner acceptable to the Village Engineer.*
3. *The Final Plat of Subdivision shall be submitted in a manner acceptable to the Village Engineer and Village Attorney.*

Com. Richards seconded the motion.

Com. Moodhe spoke in favor of the motion. Com. Weinstein spoke in favor of the motion.

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

2. Consider a Petition to the Village of Buffalo Grove for an Amendment to Special Use Ordinance No. 1989-83 and Preliminary Plan Approval to Allow the Construction of a Cricket Pitch Within the Existing Park at 3050 N Main Street. (Trustee Ottenheimer) (Staff Contact: Andrew Binder)

Binder, Associate Planner, provided a background on the subject property at 3050 N. Main Street.

Petitioners were sworn in.

Altenberg, Supervisor of Vernon Township, provided additional background information on the subject property and the proposed Cricket Pitch.

Com. Richards asked the petitioners how the Cricket field will impact the existing baseball field.

Wiess, Strategic Projects Coordinator for Vernon Township, reviewed the setup of the fields.

Com. Moodhe asked staff about the special use and the purpose of the public hearing due to the fact Cricket would be considered recreation.

Brankin, Village Attorney, explained the purpose of the amendment to a SUP due to the current ordinance with the property. A public hearing is required.

Purvis, Deputy Community Development Director, provided additional examples of what has been done in the past.

Com. Weinstein referenced packet page 39.

Com. Weinstein asked if they would like to add or supplement to the provided responses.

Altenberg said they have nothing additional to add to their testimony. Com. Weinstein entered the Village staff report as exhibit one.

Scott Broman, Resident at 2895 Whispering Oaks Drive, questioned the location of the cricket pitch. They are concerned about the use of land that is not currently being used next to the current baseball fields.

04/4/2023

Binder referenced packet page 36.

Altenberg said they will not have the cricket pitch in the area that is currently not in use.

Resident at 2930 Roslyn Lane asked if there is noise as the result of the construction of the Cricket Pitch and asked when the construction will occur.

Petitioner spoke to the details of the construction.

Jorge Valentine, a Chicago Resident, voiced their concern over the addition of the cricket pitch to the current baseball field. They believe this is a unique field that you cannot find, and they were planning to rent the field for their baseball league.

Wiess spoke to the choice of the placement for the cricket pitch. The petitioner also explained that the only change will be to the baseball mound.

Com. Moodhe asked Gowri Magati to spoke to the demand for the Cricket Pitch. Magti provided information on the demand that has been voiced for the Cricket Pitch. The public hearing closed at 8:25 PM.

Com. Moodhe made a motion to recommend approval to the Village Board for the Amendment to Special Use Ordinance No. 1989-83 and Preliminary Plan Approval to allow the construction of a Cricket Pitch within the existing park at 3050 N Main Street, subject to the following conditions:

- 1. The proposed development shall be developed in substantial conformance with the plans attached and in accordance with Section 16.20.070 of the Development Ordinance.*
- 2. The Special Use is granted to Vernon Township for the construction of a Cricket Pitch at 3050 N Main Street, which shall not run with the land.*
- 3. The Special Use granted to the Vernon Township is assignable to subsequent petitioners seeking assignment of this special use as follows:*
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.*
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.*

Com. Richards seconded the motion Com. Richards spoke in favor

Com. Moodhe spoke in favor

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

- 3. Consider a Petition to the Village of Buffalo Grove for Special Uses to Allow a Childcare Center and a Private Preschool/Elementary School in the R-5: One Family Dwelling District at 1250 Radcliffe Road. (Trustee Johnson) (Staff Contact: Andrew Binder)*

Binder, Associate Planner, provided background on the subject property at 1250 Radcliffe Road for a special use to allow for a childcare center and a private preschool/elementary school.

04/4/2023

Petitioners were sworn in.

Petitioner provided additional detail on the subject property.

Begmatov spoke to the use of the property, detailing the changing demographics in the area.

Com. Moodhe asked the petitioner if there is a need.

Begmatov said they would not limit who can enroll in the school; however, there is a population and demand for enrollment.

Com. Moodhe asked staff if there have been code issues with the current building onsite.

Binder said there have been many code issues both outside and inside the structure due to the long vacancy of the building.

Begmatov spoke to the interior of the building and the cosmetic changes they plan to make to bring the building up to code.

Com. Richards asked staff of the focus of the hearing.

Binder explained that Special Use Permits are void after a year. Com. Richards asked about future use of the property.

Binder explained the process.

Com. Davis asked about the timeline.

Begmatov spoke to the phases of the project with the hope of obtaining occupancy by July.

Com. Weinstein asked from what areas they are expecting to attract enrollment from.

Begmatov spoke to the demand within Cook County. Com. Weinstein asked about traffic patterns.

Binder spoke to the two traffic pattern options to help mitigate any potential traffic issues. He also reviewed the traffic pattern of the previous use.

Com. Weinstein spoke to the historical use in 2005.

Com. Weinstein said he think there needs to need some screening for the lights from cars as they move through the drop-off line.

Com. Weinstein asked when they anticipate to be at full enrollment. Begmatov said within 4 years.

The Village staff report entered as exhibit one.

Megan Bumgardner, resident at 924 Thornton Lane, spoke in favor of the organization coming to the community, but spoke to their concern of traffic issues with the 6 am start time.

Craig Horwitz, resident at 883 Stoneridge Lane voiced his concern about the special use and the hours of operation.

Com. Weinstein reference packet page 58.

Com Weinstein asked the petitioners to confirm the hours of operations listed for the weekend are 10:15 AM - 3:00 PM.

04/4/2023

Begmatov said that is correct.

Com. Moodhe reference packet page 93.

Com. Moodhe commented on the hours listed are similar to what is being proposed. The petitioners thanked the Commission for their time.

The public hearing was closed at 9:01 PM.

Com. Moodhe made a positive recommendation to the Village Board for Special Uses for a childcare center and a private preschool/elementary school at 1250 Radcliffe Road, subject to the following conditions:

1. *The Special Use is granted to Silk Road International School - Chicago to operate a childcare center and a private preschool/elementary school at 1250 Radcliffe Road, which shall not run with the land.*
2. *The Special Use granted to the Silk Road International School - Chicago is assignable to subsequent petitioners seeking assignment of this special use as follows:*
 - a. *Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.*
 - b. *Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.*
3. *Any incidental or directional signage for the site will be reviewed and administratively approved by Village staff.*
4. *The facility and all uses on the property shall operate no earlier than 6:00 a.m. and no later than 10:00 p.m.*
5. *Parking on the Property shall be managed to minimize impacts on adjacent properties. If the Village determines that ingress or egress to and from the Property needs to be managed to avoid or mitigate traffic congestion on streets adjacent to the Property, Petitioner shall take action to implement the Plan B circulation plan and/or make adjustments as directed by the Village.*
6. *The Petitioner shall implement the drop-off/pick-up measures as recommended in the KLOA traffic analysis*

Com. Richards seconded the motion. Com. Spunt spoke in favor of the motion. Com. Davis spoke in favor of the motion.

Com. Moodhe spoke in favor of the motion. Com. Weinstein spoke in favor of the motion.

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

4. Consider a Petition to the Village of Buffalo Grove for Special Uses in the Industrial District (I) for a Motor Freight Terminal and Outside Storage at 1011 Asbury Drive. (Trustee Pike) (Staff Contact: Andrew Binder)

04/4/2023

Binder, Associate Planner, provided background on the subject property at 1011 Asbury Dr.

Petitioners were sworn in.

Posloweki, owner and operator of Coast Connection Inc., explained the updates they would like to make to the current location in addition to landscape screening.

Posloweki explained the direction the trucks would take to leave the facility, which would not impact or have any interaction with residential areas.

Com. Richards asked the petitioners about the outdoor storage. Posloweki, said the outside storage is for vehicles only, no materials. Com. Richards asked about security on the property.

Posloweki, talked through the security measures for the property, noting they run normal business hours and lock gates during the evening.

Com. Moodhe asked the petitioner about the need for the additional dock. Posloweki, explained the need for their business.

Com. Moodhe commented in favor of the vinyl fence. Com. Weinstein reference packet page 112.

Com. Weinstein asked if they wanted to add to their written testimony. Posloweki thanked the Commission and staff for their time.

Com. Weinstein entered the Village staff report as exhibit one.

Laura Weiss, with GP Investment Holdings at 900 Corporate Grove Drive, voiced their concerns about the truck traffic in the industrial park itself.

Posloweki spoke to the direction their trucks will take to exit onto Milwaukee. The public hearing closed at 9:21 PM.

Com. Moodhe made a positive recommendation to the Village Board to allow Special Uses for a Motor Freight Terminal and Outside Storage at 1011 Asbury Drive, subject to the following conditions:

1. *The Special Use is granted to Coast Connection, LLC to operate a Motor Freight Terminal and Outside Storage at 1011 Asbury Drive, which shall not run with the land.*
2. *The Special Use granted to the Coast Connection LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:*
 - a. *Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.*
 - b. *Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.*
3. *Any incidental or directional signage for the site will be reviewed and administratively approved by Village staff.*
4. *The fence, landscaping, and parking lot screening shall be maintained by the property owner or tenant in perpetuity.*

04/4/2023

Com. Richards seconded the motion. Com. Spunt spoke in favor of the motion. Com. spoke in favor of the motion.

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

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Mar 15, 2023 7:30 PM

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

Chairman's Report

Committee and Liaison Reports

Com. Moodhe provided his committee liaison report from the Village Board meeting he attended.

Staff Report/Future Agenda Schedule

Purvis provided the commission with items that are anticipated to be on future agenda schedules.

Public Comments and Questions

Adjournment

The meeting was adjourned at 9:27 PM

Kelly Purvis

APPROVED BY ME THIS 4th DAY OF April, 2023



March 21, 2023

Mr. Andrew Binder
Associate Planner
Buffalo Grove Planning & Zoning Commission
Fifty Raupp Blvd.
Buffalo Grove, IL 60089

email: abinder@vbg.org

RE: Notice of Public Hearing
Petitioner: Piotr Poslowski
1011 Asbury Drive
Buffalo Grove
PIN 15-27-208-004

Mr. Binder:

I am in opposition of a Special Use in the Industrial District for a Motor Freight Terminal and outside storage on the basis that it is not in keeping with the businesses in the park.

In my opinion, there is no reason to grant a special use permit.

All the best,

BG-I Limited Partnership
1322-1362 Barclay Blvd.



Paul C. Gearen
General Partner

PCG/jh

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hiffman.com

Attachment: Public Comment Letter (O-2023-50 : Approve an Ordinance for Special Use for in the Industrial District at 1011 Asbury Drive.)



Ordinance No. O-2023-51 : Ordinance Approving Zoning Map Amendment, a Special Use, a Preliminary Plan, and a Parking Variation to Allow Improvements to Prairie Grove Park at 2020 Olive Hill Drive

Recommendation of Action

The PZC unanimously recommended approval, subject to conditions. Staff concurs with this recommendation.

SUMMARY: Buffalo Grove Park District is proposing various improvements to the Prairie Grove Park at 2020 Olive Hill Drive. The Planning & Zoning Commission unanimously recommended approval.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B. Plan Set (PDF)
- Exhibit C. Minutes PZC Mar 15, 2023 (PDF)
- Public Comment (PDF)

Trustee Liaison
Pike

Staff Contact
Andrew Binder, Community Development

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 17, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Community Development Director
Kelly Purvis, Deputy Community Development Director

SUBJECT: 2020 Olive Hill Drive – The petitioner is seeking approval of a Zoning Map Amendment to R6-A Zoning District, a Special Use for a Public Park, a Preliminary Plan, and a Variation from Section 17.36.040 of the Zoning Code (parking requirements) to allow improvements to Prairie Grove Park.

BACKGROUND

The Buffalo Grove Park District is requesting approval of a park improvement plan for Prairie Grove Park, which includes the following: removal and reconstruction of the playground, construction of a shade structure, basketball, tennis and pickleball courts. The park will also feature, an open field (for flexible uses), picnic area, walking/bike paths, bike racks, a bike – fix it station and a prairie restoration area with native plantings.



Prairie Grove Park is just under 5-acres in area and is currently improved with some equipment. Prairie Grove Park exists as a result of three different park dedications from surrounding subdivisions: 1.74-acres from the Prairie Grove Subdivision in 1994, 0.83-acres from the Easthaven Subdivision in 2014, and 2.1-acres from the Link Crossing Subdivision in 2018. As a result of the property coming together in this fashion, it is comprised of multiple zoning lots within three different zoning districts (R-6A, R-3 and R-3A) and does not currently have a Special Use to allow a public park in these residential districts.

The project requires approval of a Zoning Map Amendment (rezoning), Preliminary Plan approval, a Special Use, and a Zoning Variation.

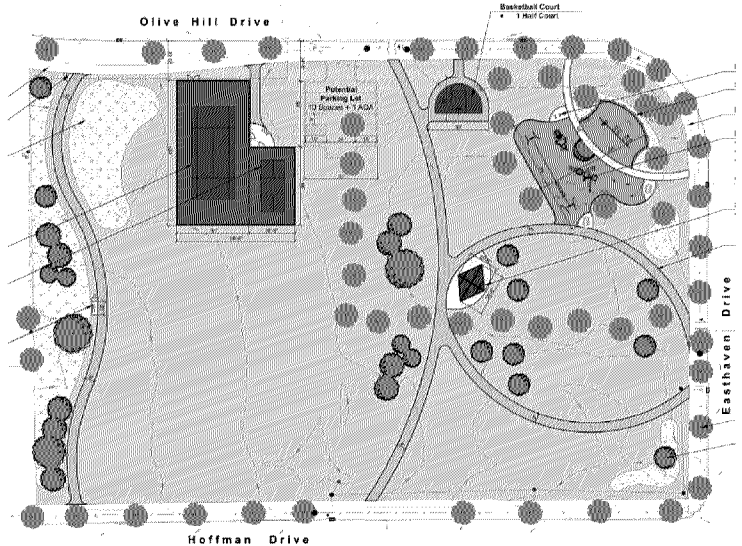
PLANNING & ZONING ANALYSIS

Use and Site Plan:

- Public parks are Special Uses in all residential districts.
- The 2009 Comprehensive Plan indicates that this site should remain a public park/open space.
- All of the proposed structures comply with height and setback requirements.

Parking and Accessibility:

- The Park District is requesting a variation from the Zoning Code, which requires 41 spaces.
- The park will be connected to existing sidewalks in the neighborhood and the Buffalo Grove bike trail system. Approximately 1,030 homes are within ½ mile radius (15 min walk) of the site.
- On-street parking is available on the three streets surrounding the park (roughly 45 cars can parallel park along the park boundaries).
- The Park District classifies the park as a neighborhood park (smaller in size, mainly accessed via the bike/ped paths, and no planned programming). As a result, the park will not include an off-street parking lot. However, an alternate site plan has been prepared that shows how a parking lot could be accommodated should a future need arise.
- The PZC recommended a condition of approval that would require the Park District to construct an off-street parking lot (of a size to be determined based on need) if a future need arises either through programming of the park, or due to hazardous or nuisance conditions created by on-street parking.
- To improve safety and sight lines around the park, the Village plans to install a “no parking” signs along the bend in the road at Olive Hill Drive and Easthaven Drive and a yield sign at the corner of Hoffman Drive and Easthaven Drive. Staff will continue to evaluate whether a stop sign is needed at Hoffman and Easthaven.

**Stormwater & Engineering:**

- The Village's Engineers have reviewed the preliminary plans and do not have any concerns.

PUBLIC HEARING COMMENTS

There were several members of the public present at the meeting that provided feedback on the project. Generally, residents were supportive of the proposed improvements and did not want additional parking to be added to the plans. Minutes of the meeting, including public comments have been attached for the Board's review.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of a Zoning Map Amendment to R6-A Residential District, a Special Use for a public park, a preliminary plan, and a Variation from Section 17.36.040 of the Zoning Code (parking requirements) to accommodate the above-described improvements to Prairie Grove Park at 2020 Olive Hill Drive, subject to the following conditions:

1. The proposed park improvements shall be constructed in substantial conformance with the plans attached as part of the petition.
2. The Final Engineering plans shall be submitted in a manner acceptable to the Village.

3. Should a need arise for off-street parking on the site due to one of the following conditions:
 - a. Park programming (including programming by the Park District or by another entity that has rented/reserved space from the Park District); or
 - b. On-street parking becomes a nuisance or hazardous;the Park District will petition the Village Board to allow the construction of an off-street parking lot on the site, the size of which will be determined by the Village and Park District, based upon the established parking demand.
4. Any directional or incidental signage added to the site shall be reviewed administratively by staff.

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting a Zoning Map Amendment to R6-A Residential District, a Special Use for a public park, a preliminary plan, and a Variation from Section 17.36.040 of the Zoning Code (parking requirements) to accommodate the above-described improvements to Prairie Grove Park at 2020 Olive Hill Drive, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2023 - ____

**AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE
OF THE VILLAGE OF BUFFALO GROVE, AND APPROVING
A SPECIAL USE FOR A PUBLIC PARK, A PRELIMINARY PLAN AND
A VARIATION FROM THE PARKING STANDARDS
FOR 2020 OLIVE HILL DRIVE
VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS**

**Prairie Grove Park
2020 Olive Hill Drive**

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

WHEREAS, 2020 Olive Hill Drive, Buffalo Grove, IL ("Property") is a public park approximately 5-acres in area, located in the R-6A, R-3 and R-3A Single Family Zoning Districts, which is currently improved with a small playground, and is hereinafter legally described in Exhibit A; and,

WHEREAS, the Buffalo Grove Park District ("Petitioner") has filed a petition to allow the construction of a new park amenities on the Property, and is requesting the following approvals:

1. A Zoning Map Amendment to rezone the whole property to R-6A Residential District; and,
2. A Special Use to allow a public park in a residential district; and
3. A Preliminary Plan to allow the proposed park improvements; and
4. A variation from Section 17.36.040 of the Zoning Code to allow the 5-acre park without the required off-street parking spaces.

WHEREAS, notice of public hearing was given and the Village Planning & Zoning Commission conducted a public hearing on March 15, 2023 concerning the petition for approval of the Zoning Map Amendment, Special Use, Preliminary Plan, and Zoning Variation; and,

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

WHEREAS, the Planning & Zoning Commission voted 9 - 0 to unanimously recommend approval of the Zoning Map Amendment, Special Use, Preliminary Plan, and Zoning Variation; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed Zoning Map Amendment, Special Use, Preliminary Plan, and Zoning Variation requests are reasonable and will serve the best interests of the Village.

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

- EXHIBIT A Legal Description of the Property
- EXHIBIT B Plan Set
- EXHIBIT C Minutes from the March 15, 2023, Planning & Zoning Commission Meeting

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

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

Section 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the Zoning Map Amendment, Special Use, Preliminary Plan, and Zoning Variation for the Property at 2020 Olive Hill Drive, Buffalo Grove, IL, subject to the following conditions:

- A. The proposed park improvements shall be constructed in substantial conformance with the plans attached as part of the petition.
- B. The Final Engineering plans shall be submitted in a manner acceptable to the Village.
- C. Should a need arise for off-street parking on the site due to one of the following conditions:
 - 1. Park programming (including programming by the Park District or by another entity that has rented/reserved space from the Park District); or
 - 2. On-street parking becomes a nuisance or hazardous;

the Park District will petition the Village Board to allow construction an off-street parking lot on the site, the size of which will be determined by the Village and Park District, based upon the established parking demand.

- D. Any directional or incidental signage added to the site shall be reviewed administratively by staff.

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

This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

Village Clerk

APPROVED:

Beverly Sussman, Village President

EXHIBIT A**Legal Description****Prairie Grove Park
2020 Olive Hill Drive**

PINS: 15-21-304-002, 15-21-304-001, 15-21-304-003, 15-21-304-004, and 15-21-304-006

OUTLOT B, IN PRAIRIE GROVE SUBDIVISION, BEING A RESUBDIVISION OF MACKEY'S SUBDIVISION AND PART OF THE EAST HALF OF THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID PRAIRIE GROVE, RECORDED JANUARY 9, 1995, AS DOCUMENT NUMBER 3633248, IN THE VILLAGE OF BUFFALO GROVE, LAKE COUNTY, ILLINOIS.

OUTLOT C, IN PRAIRIE GROVE SUBDIVISION, BEING A RESUBDIVISION OF MACKEY'S SUBDIVISION AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF OF SAID PRAIRIE GROVE RECORDED JANUARY 9, 1995, AS DOCUMENT NUMBER 3633248, IN THE VILLAGE OF BUFFALO GROVE, LAKE COUNTY ILLINOIS.

OUTLOT C AND OUTLOT D IN THE EASTHAVEN SUBDIVISION BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BUFFALO GROVE, LAKE COUNTY, ILLINOIS.

OUTLOT E IN THE FINAL PLAT OF SUBDIVISION OF LINK CROSSING, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 25, 2019 PER DOCUMENT NUMBER 7579220 IN THE VILLAGE OF BUFFALO GROVE, LAKE COUNTY, ILLINOIS.

5

EXHIBIT B

Plan Set
Prairie Grove Park
2020 Olive Hill Drive

Attachment: Ordinance (O-2023-51 : Ordinance Approving a Map Amndmt, SU, Prelim Plan, & Varia - Prairie Grove Prk - 2020 Olive Hill)

EXHIBIT C

Minutes from the March 15, 2023, Planning & Zoning Commission Meeting
Prairie Grove Park
2020 Olive Hill Drive



BUFFALO
GROVE
PARK
DISTRICT



To: Village of Buffalo Grove Planning and Zoning Commission
 From: Ryan Risinger, Executive Director
 Tim Howe, Director of Parks and Planning
 Michael Maloney, Superintendent of Planning
 Date: February 13, 2023, Revised February 24, 2023
 Re: Buffalo Grove Park District – Prairie Grove Park Revitalization Project

Action Requested:

The Buffalo Grove Park District asks that the Village of Buffalo Grove Planning and Zoning Commission accept our formal application and provide a recommendation to the Village Board of Trustees for the following regarding Prairie Grove Park:

- Final Plan approval for the Prairie Grove Park Revitalization Project.
- Special Use of Prairie Grove Park.
- Amendment to the Zoning Map to provide one consistent zoning for the site.
- Zoning variation regarding parking.

Project Narrative:

The Buffalo Grove Park District took ownership of Prairie Grove Park back in 2001 and acquired additional adjacent properties in 2017 and 2021, which expanded the park size to 1.32 acres. Prairie Grove Park is located near the intersection of Easthaven Drive and Olive Hill Drive. Single-family homes frame all sides of the park and an asphalt path connects the playground to the surrounding sidewalk. The two nearest playgrounds are Woodland Park 4 miles away and Prairie Park 1.7 miles away by car. Prairie Grove Park is one of twenty-three parks that are classified as neighborhood parks within our Park District and primarily serves the residents in the subdivision of Easthaven of Buffalo Grove and Link Crossing. The park is open yearround from dawn to dusk, seven days a week. The park currently has no parking available and does not have any Park District programming taking place to require parking. The site is mostly flat with one line of trees lining the playground area. A second line of trees separates the two soccer goals on site and provides a buffer between the playground and western prairie. Currently, the site includes a playground that is beyond its useful life with swings that include toddler seats, three benches, a picnic table with a waste receptacle, and an open field with two soccer goals. The swings and playground are accessible through an asphalt path that meets the concrete sidewalk connecting the site to the neighborhood. There is no record of state-listed threatened or endangered species, Illinois natural area inventory sites, dedicated Illinois nature preserves, or registered land and water reserves in the vicinity of the project location. No floodplain is shown on the FIRM nor wetlands have been mapped per the national inventory.

With the recently completed Link Crossing subdivision, an additional 3.50 acres was transferred to the Park District to expand the Prairie Grove Park area to just under 5 acres. This became an opportune time to launch a revitalization project at the park to satisfy community demand for new recreation activities and improved playground equipment. The proposed Prairie Grove Park project will bring new amenities to the park including a new farm-themed playground for children ages 2-12, a 60' zipline, swings with (2) tot and one friendship swing, as well as ADA-accessible poured rubber safety surfacing. There will be a new half-size basketball court, as well as new tennis and pickleball courts with 10'-0" high fencing. A new shelter and picnic area will provide shade for residents and an open playfield will allow users of all ages and ability levels access to engage in outdoor activity. All accessory structures will have a minimum 25'-0" setback from the property line. Other amenities include a bike-fix-it station, bike racks, and a prairie restoration area with native plantings and trees that will provide a buffer between the park and the housing development to the west of the park. An asphalt trail will connect all amenities accessibly and create a 0.33-mile loop path. The trail will provide a connection to the existing sidewalks in the neighborhood and connect to the larger bike trail system in Buffalo Grove. Interpretive signage will be developed and installed in the park to educate the community about the history of the site when it was part of Didier Farms. The site has been designed so that all of the existing trees will remain.

The Park District received an Open Space Lands Acquisition and Development (OSLAD) grant for the project and this funding will create a revitalized gathering spot for the community. The question of adding parking to the site has been raised several times during the development process. As part of the OSLAD grant application, the Park District held public input meetings back in 2018 and 2021. We heard many voices of the community speaking out against adding parking for the park. To minimize parking and traffic concerns, the Park District will continue to not hold programming, organized practices, or games at this park location. Should the need arise for parking in the future, we have identified a location that could be used, without impacting the functionality of the proposed amenities. Any future modifications to the proposed park design to include parking will require review by the Illinois Department of Natural Resources (IDNR), due to the OSLAD grant funding that the Park District has received.

We have attached a concept site plan with dimensions (Exhibit A), an alternate concept site plan with parking (Exhibit B), a concept landscape plan (Exhibit C), and a cutsheet of the proposed shelter (Exhibit D) for reference.

Construction documents are currently being prepared for permit submittal and bidding. The work will be publicly bid following local and State bid requirements. Development activities will be constructed within the footprint of previous land development activities to minimize impacts on open space and trees.

Special Use Criteria:

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

- The proposed project will be built to Federal, State, and local codes.

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

- Prairie Grove Park is located near the intersection of Easthaven Drive and Olive Hill Drive. The park is bordered by Olive Hill Drive to the north, Easthaven Drive to the east, Hoffmann Drive to the south, and single-family homes along the west.

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

- The Prairie Grove Park Revitalization Project will benefit the community and has been widely supported by members of the community and local officials. The proposed project will satisfy community demand for new recreation activities and improved playground equipment.

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

- The proposed project will have ample open space for future park amenities. The proposed shelter will be 14'-3" tall, which is below the 15'-0" max. height requirement for accessory structures.

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

- The proposed project will be built to Federal, State, and local codes and in accordance with the Lake County Storm Water Management requirements.

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

- The park currently has no parking available and does not have any Park District programming taking place to require parking. To minimize parking and traffic concerns, the Park District will continue to not hold programming, organized practices, or games at this park location. Should the need arise for parking in the future, we have identified a location that could be used, without impacting the functionality of the proposed amenities. Any future modifications to the proposed park design to include parking will require review by the Illinois Department of Natural Resources (IDNR), due to the OSLAD grant funding that the Park District has received.

Zoning Variation Standards:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the zoning district in which it is located except in the case of residential zoning districts;
2. The plight of the owner is due to unique circumstances;
3. The proposed variation will not alter the essential character of the neighborhood.

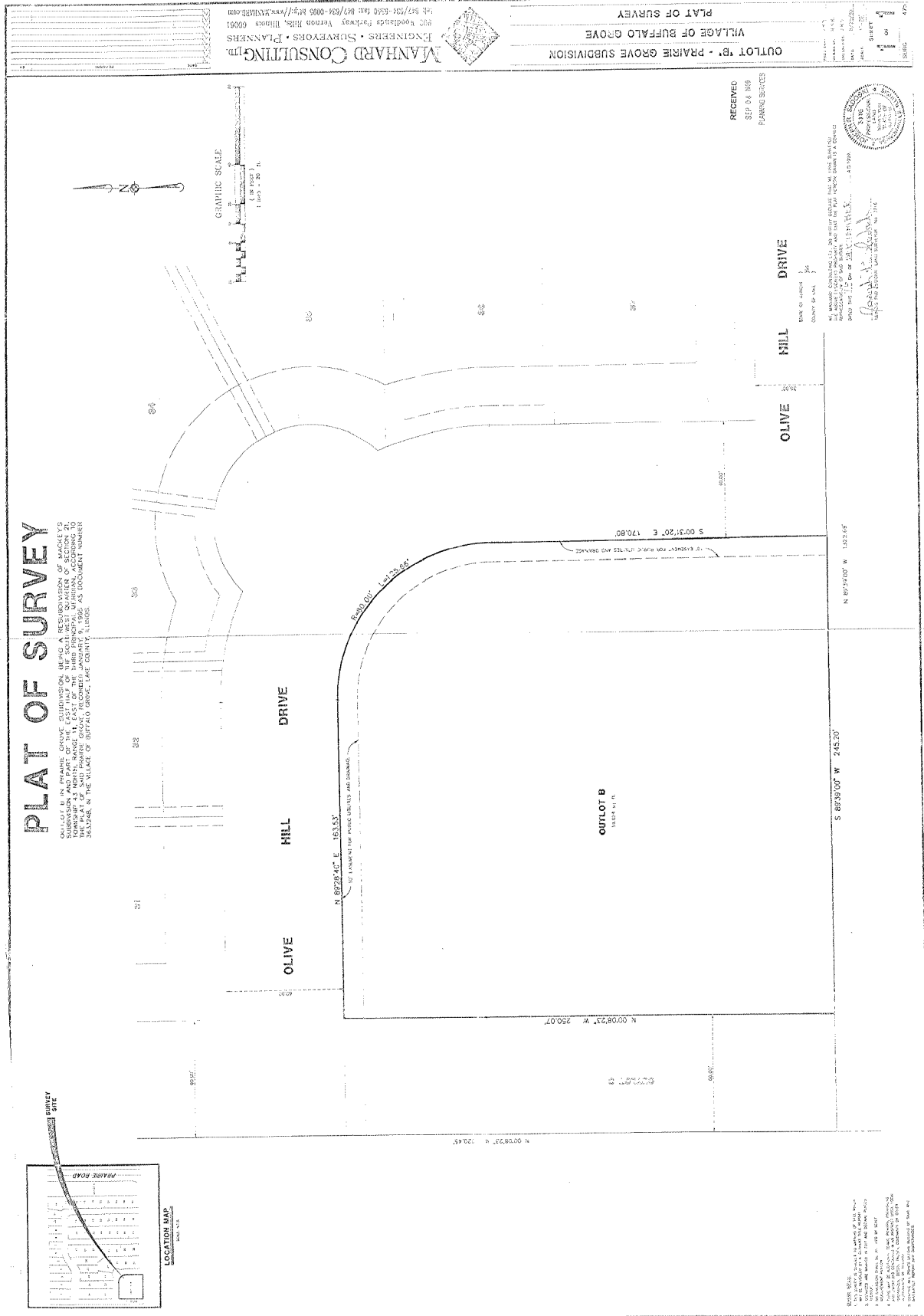
- The proposed variation will not alter the essential character of the neighborhood and will maintain the current neighborhood expectation of no parking at the park. We feel that the proposed zoning variation to not provide parking will enhance the neighborhood by providing the park with more green space, in lieu of an asphalt parking lot.

Please feel free to reach out with any questions and thank you very much for your consideration.

Sincerely,

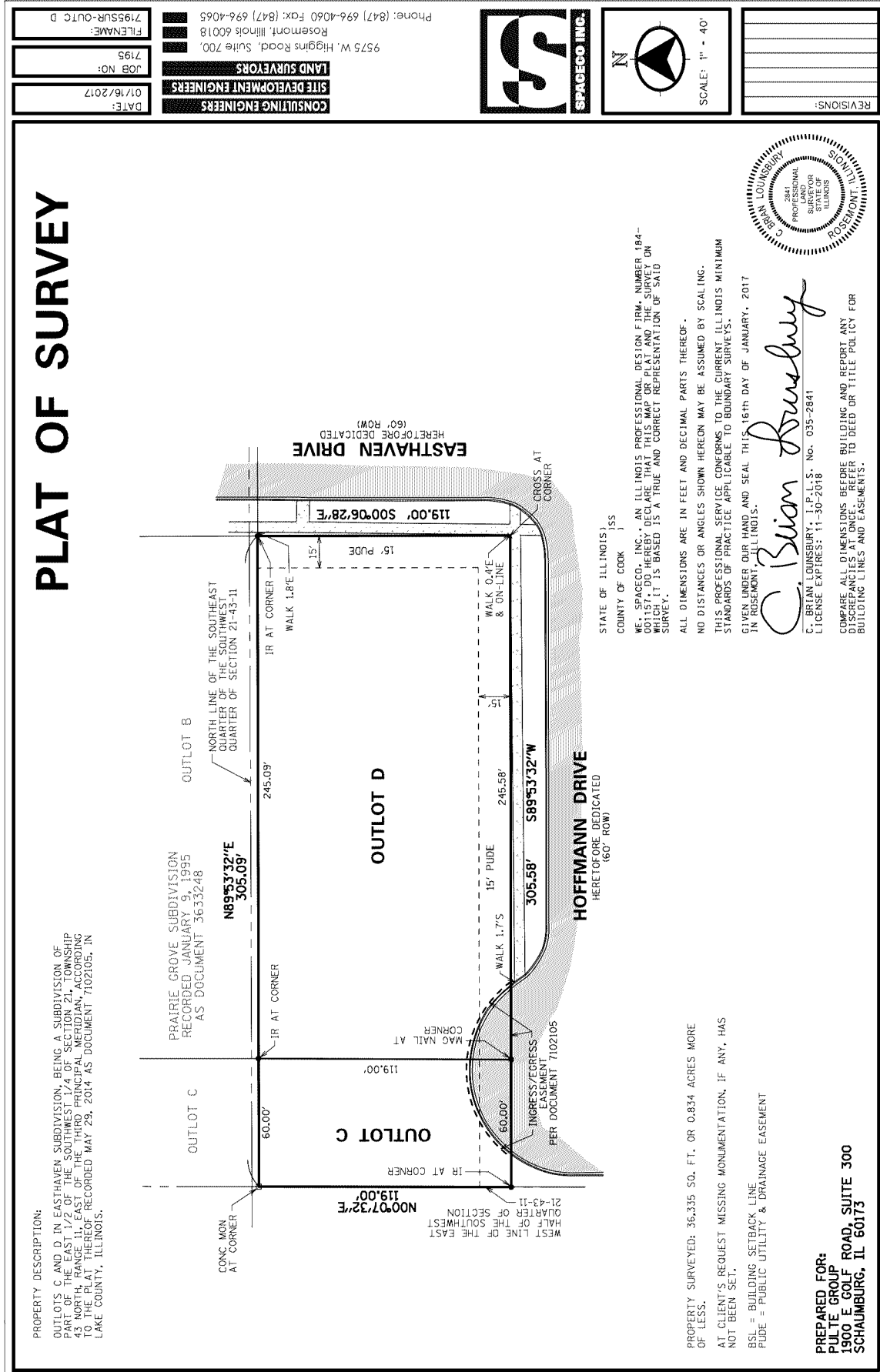


Michael R. Maloney, LEED AP BD+C, CPRP, CPO
Buffalo Grove Park District
Superintendent of Planning



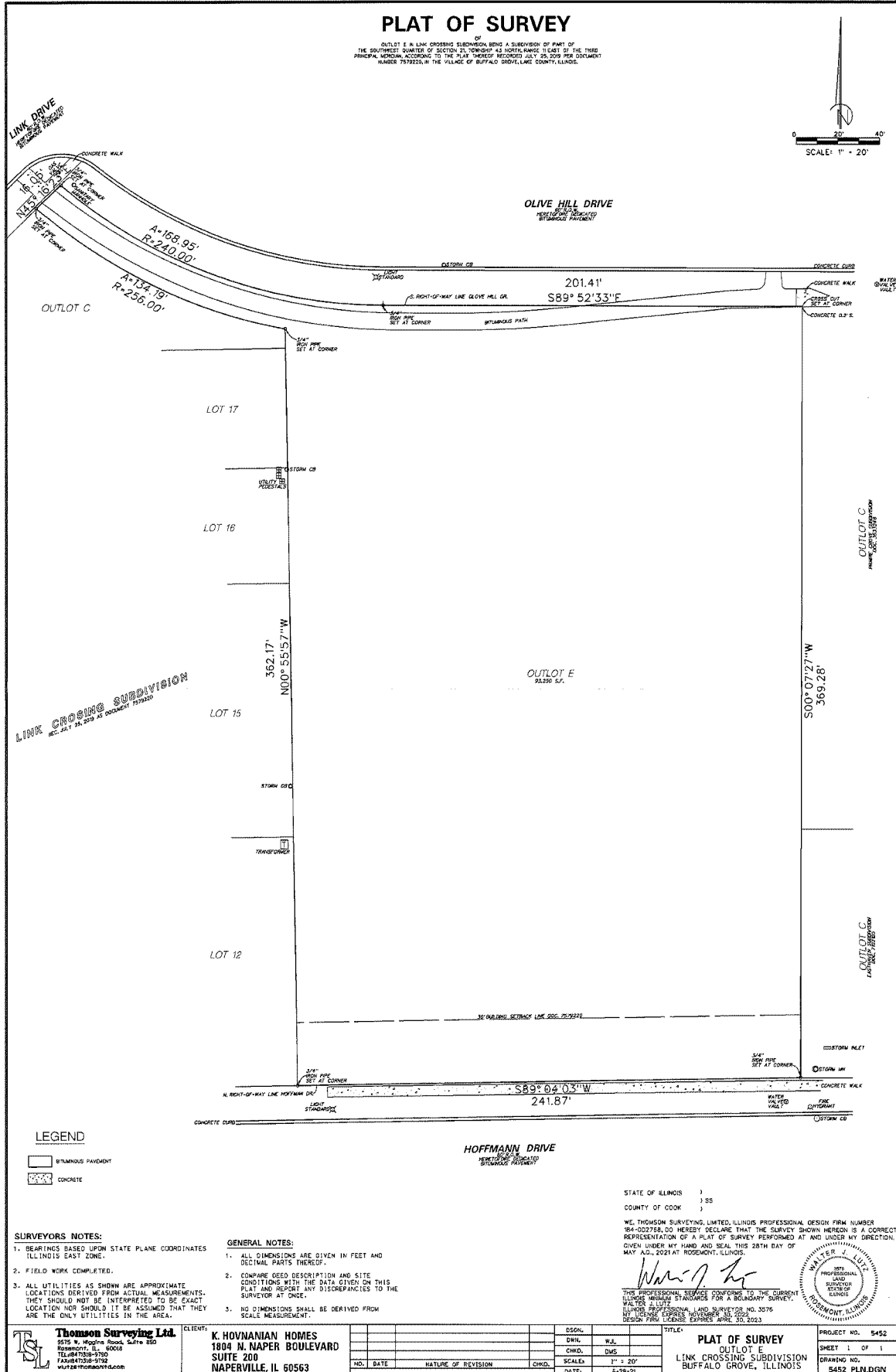
Parcel #15-21-304-003
Parcel #15-21-304-004

Attachment A-4 Site Premise Plat Map
Buffalo Grove Park District
Prairie Grove Park



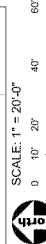
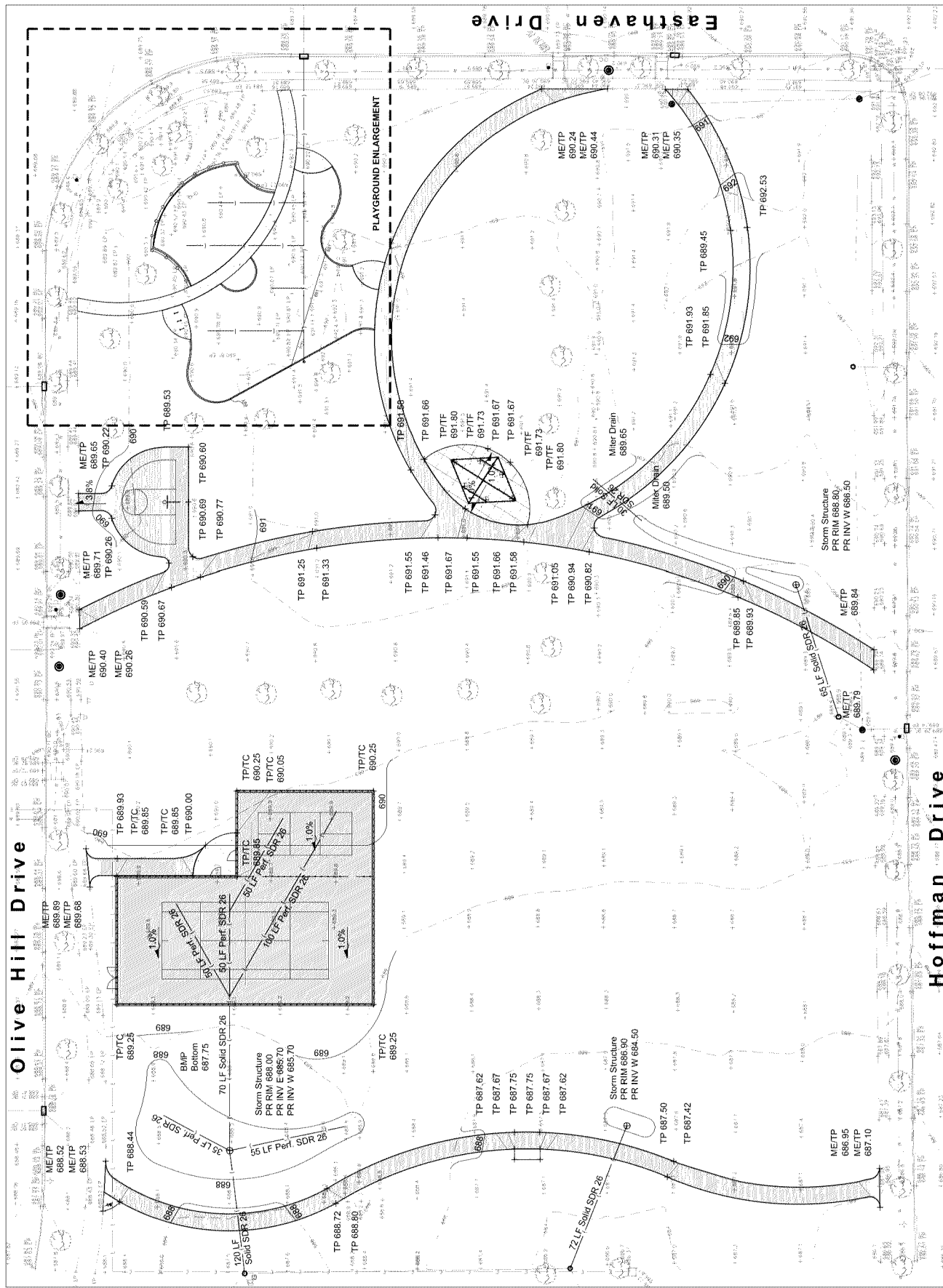
Parcel #15-21-304-006

Attachment A-4 Site Premise Plat Map
Buffalo Grove Park District
Prairie Grove Park



Attachment: Outlot E Plat (O-2021-54 : Conveyance of Property to the Park District (Link Crossing Outlot E))

Attachment: Exhibit B. Plan Set (O-2023-51 : Ordinance Approving a Map Amndmt, SU, Prelim Plan, & Varia - Prairie Grove Prk - 2020 Olive Hill)





530 Bernard Drive
Buffalo Grove, Illinois 60089
Phone 847-890-2100

PROJECT

Prairie Grove
Park OSLAD
Development

Overhill Dr. and Easthaven Dr.
Buffalo Grove, Illinois 60089

PROJECT TEAM



uplandDesign Ltd
Landscape Architecture & Park Planning
1000 West Lake Street
Pleasanton, Illinois 61354-0091
uplanddesign.com

SURVEYOR / CIVIL ENGINEER
Engineering Resource Associates
35701 West Avenue, Suite 150
Warrenville, Illinois 60555
IL License 184-001186

REVISIONS	DATE	DESCRIPTION
1	10/22/2023	Issue for Review

ORIGINAL ISSUE DATE

PROJECT NUMBER	1103
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SHEET TITLE
**Preliminary
Engineering
Plan -
Enlargement**

SHEET NUMBER

1.1

GENERAL NOTES GRADING

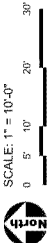
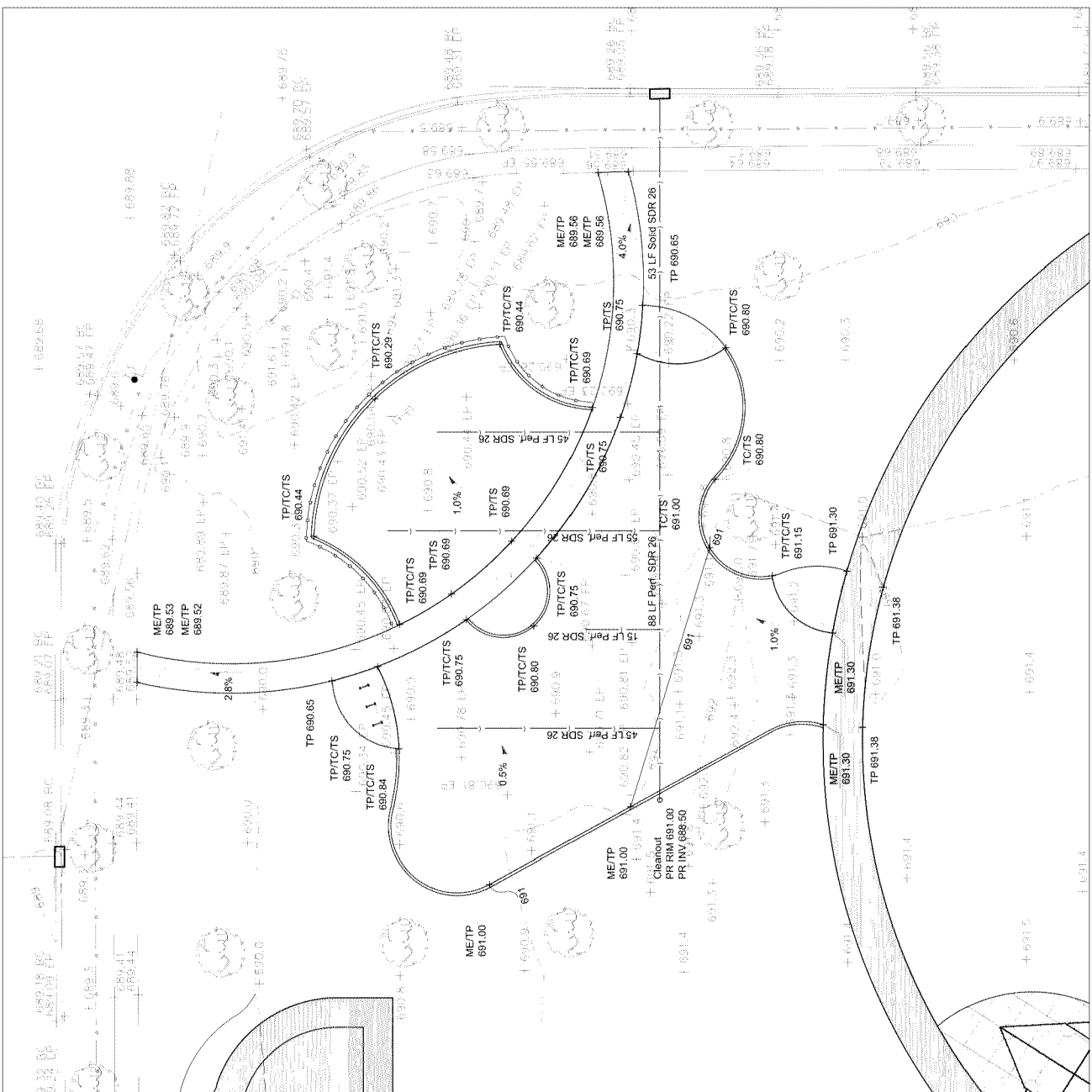
1. Finished surfaces to be smooth and even with no abrupt or awkward changes in grade. Paving to meet adjacent grades high and smooth.
2. All existing and proposed structures, including curbs, sidewalks, and other paved areas, are to follow ADA, per incorporated specifications. Any deviation shall be removed and resurfaced to follow this line.
3. All Accessible Route paving shall not exceed 4.2% in any direction. Cross slopes shall be provided to meet ADA requirements. All paving shall be constructed to meet ADA requirements.
4. All Accessible Route paving shall be less than 2% in all directions.
5. This work shall include the excavation, stockpile, and placement of topsoil and suitable granular material along with removal of all excess topped and debris off site and dispose of same in accordance with local, state, and federal regulations.
6. Follow the Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control, EPA Standards and Specifications for Urban Soil Erosion and Sedimentation Control, and U.S. Soil Conservation Service and Engineering Handbook.
7. All slopes shall be smooth. Transitions out to existing 1:8" vertical of horizontal difference.

LEGEND

681	Existing Contour Line
681	Proposed Contour Line
681	Existing Spot Elevation
689 66	Proposed Spot Elevation
2%	Drainage Flow Direction
CL	Construction Limits / Construction Fence

INDEX OF ACRONYMS AND ABBREVIATIONS

- ME - Right of Way Elevation
- ME - Match Existing Elevation
- RM - Top of Road Elevation
- TC - Top of Curb
- TP - Top of Pavement
- TS - Top of Play Surface
- TM - Top of Mound



03/15/2023

MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS ON WEDNESDAY, MARCH 15, 2023

Call to Order

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

Public Hearings/Items For Consideration

1. Consideration of a Petition for Approval of a Variation to Title 14 (Sign Code) Section 14.16 to Allow Two Ground Signs in the R-9 Multiple Family Dwelling District at 70 S Buffalo Grove Drive, Where One Ground Sign is Permitted. (Trustee Pike) (Staff Contact: Andrew Binder)

Binder, Village Associate Planner, presented the project background and request for variations at Buffalo Creek Apartments, 70 S Buffalo Grove Rd, Buffalo Grove, IL 60089.

Petitioner Annenberg was sworn in.

Annenberg provided additional testimony for the sign variations being requested.

Com. Moodhe asked the petitioner to address sign #3 on packet page 14.

Annenberg addressed the PZC regarding sign variation number 3, stating that they are planning to make improvements to the site and the new signs will help the aesthetic of the building.

Com. Moodhe asked staff if the signs currently located on the property were original signs

Binder said the Village has no record of the original signs.

Com. Spunt asked about how they chose the lettering for the sign.

Annenberg discussed how they came to the design to make it look more modern.

Chairperson Cesario asked how many complaints we have received regarding the signs.

Binder said they had not received any complaints.

Com Worlikar asked if there is any concern with the lighting of the sign with neighbors.

Annenberg said there are light poles on BG road and the sign light is dim compared to the street lights.

Chairperson Cesario asked about the south bound visibility to people looking for the Buffalo Creek Apartments. He stated that without the sign, it would be hard to see Buffalo Creek Apartments.

Annenberg agreed with Chairperson Cesario.

Com. Weinstein referenced packet page 17 and asked due to the size of the lot, that the new larger signs are required which would meet Sign Variation Number 3.

Annenberg agreed.

Staff report entered as exhibit one.

03/15/2023

Annenberg thanked the Commission for their time.

The public hearing was closed at 7:44 PM.

Com Weinstein made a recommendation for approval of a variation to Title 14 (Sign Code) Section 14.16 to allow two (2) ground signs at 70 S Buffalo Grove Drive, subject to the following conditions:

1. The ground signs shall be installed in accordance with the documents and plans submitted as part of this petition.

2. The property owner shall maintain the landscaping around the base of the signs in perpetuity.

3. The Petitioner shall comply with all applicable Village codes, regulations, and policies.

Com. Richards seconded the motion.

Com. Richards spoke in favor of the motion.

Chairperson Cesario spoke in favor of the motion.

Com. Moodhe spoke in favor of the motion.

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

2. Consideration of a Petition for Approval of a Zoning Map Amendment to R6-A Zoning District, a Special Use for a Public Park, a Preliminary Plan, and a Variation from Section 17.36.040 of the Zoning Code (Parking Requirements) to Allow Improvements to Prairie Grove Park at 2020 Olive Hill Drive (Trustee Pike) (Staff Contact: Kelly Purvis)

Purvis, Deputy Community Development Director, provided the project background and the requested amendments to the Prairie Grove Park located at 2020 Olive Hill Drive.

Petitioners were sworn in.

Maloney expanded on their testimony and explained the grant that was awarded for the park and the community engagement that drove the overall design of the park.

Com. Worlikar asked how they came about the placement of the play area.

Maloney said they wanted to keep the playground where it is currently. He briefly spoke to the setbacks of the playground equipment. Additionally, Maloney said a fence and landscape will be there to help shield the area.

Com. Worlikar asked about programing for the park.

Howe spoke about the use of Prairie Grove by the Park District.

Com. Worlikar asked the petitioners when the last time they spoke to the community for their input.

Maloney said in 2021.

Com. Worlikar asked if they plan on doing any more outreach to get input from the new residents that have moved into the area.

Risinger spoke to the downside of the grant that was awarded to the Park District. Since the grant was approved the ability to change the scope of the project is not possible.

Com. Worlikar asked if they would plan on a dog park now or in the future.

03/15/2023

Risinger said a dog park is not very suitable for a neighborhood park, but the Park District is looking into other locations for a potential dog park.

Com. Worlikar asked about the trees that currently exist.

Risinger said they will keep the trees that are existing.

Com. Richards asked if they are going to program the park.

Risinger said no. In the past it has been used as a practice field, but currently the park is not being programmed.

Com. Richards asked about pickleball courts as it relates to noise.

Risinger said they do create noise, which is why they limited it to one pickleball court. They limited it to one as well because it decreases the need for parking.

Com. Richards asked staff if they had received any phone calls.

Purvis said the Village received a few phone calls and two written correspondences, but no complaints.

Com. Weinstein asked for the hours of operation.

Risinger said dawn to dusk - there will be not lights.

Com. Weinstein asked if the plan was it presented to the community.

Risinger said yes.

Com. Weinstein asked why they would consider only 10 parking spots instead of the required 41.

Risinger said 41 parking spaces is too much for a park this size and when they engaged with the community, they did not want parking.

Purvis spoke to the parking condition listed in the staff recommendation.

Com. Weinstein asked if the limit to the number of pickleball courts and tennis courts was to reduce the need for parking.

Risinger said yes that is correct.

Com. Weinstein asked staff about the zoning recommendation.

Purvis explained the reasoning behind the rezoning for the park.

Com. Worlikar asked the petitioners how they came up with the number of benches within the park.

Ms. Blood, from Upland Design, said the placement of the benches was strategic to capture the views within the park as well as allow caretakers to watch children play on the playground.

Com. Worlikar asked if there can be more benches within the park.

Ms. Blood said they could add more if necessary.

Com. Worlikar asked about what they can do about loitering at the park after hours.

Ms. Blood explained how the shelter makes the area more visible and would create an area where kids would not want to conduct nefarious activities.

Com. Davis asked how you they plan to mitigate pickleball noise.

Ms. Blood explained how landscape can be used as a buffer, but right now they want visibility to the park to bring in community members.

Howe said that there is fencing that can be installed to help mitigate noise as well.

Com. Khan asked how they are going to enforce the use of the courts and keep pickleball players off the tennis courts.

Risinger said they will not have people policing their parks, but this court will only be stripped for tennis and they will have signage.

Com.Khan asked for clarification on parking.

Risinger said that 41 parking spots is not necessary. Risinger Spoke to the existence of the park and how parking has not been an issue, but they will continue to monitor.

Com. Spunt asked about the location future parking and why the basketball court was positioned where it was.

Ms. Blood spoke about use and placement of the basketball court.

Com. Au asked about programing.

Risinger said they do not plan on programming this park right now. In the past it was used for practice occasionally, but they have programming at their other parks and tend to move their programs around to maintain nice looking parks.

Com. Worlikar asked if there would signage regarding time limits for the pickleball and tennis courts.

Rising spoke to the courtesy rules of playing that players go by.

Com. Moodhe asked if this would be like Westchester Park.

Howe said Prairie Grove Park would be categorized as a neighborhood park.

Com. Moodhe asked if there is parking at Westchester.

Howe said no. Just street parking, like Prairie Grove Park.

Com. Moodhe commented on the different parking needs for neighborhood parks vs. community parks.

The staff report was entered as exhibit one.

Ms. Garfield at 2118 Prairie, A CRD commissioner, said they need to add two curb cuts for ADA.

Mr. Garfield at 2118 Prairie spoke in favor of the proposal and commended the Park District for the engagement that was conducted.

Mr. McCargy asked about the size of bike racks.

Resident at 197 Hoffman spoke in favor of the soccer goals staying. He said there is ample parking as it is now and said the residences worked hard to keep the park when link crossing was proposed. Lastly, he asked what the process would be for the construction of a parking lot.

03/15/2023

Purvis said that there would need to be authorization for the parking lot to be constructed.

Resident of Link Crossings Neighborhood talked about the street parking and how they would go about reporting a concern if it ever became an issue.

Purvis said if there are concerns the Village and Park District would address it as code compliant/enforcement.

Risinger clarified the parking issues. He noted the Park District has no authority to enforce parking regulations but would be able to address any issues with the Village.

Risinger thanked the Planning and Zoning Commission for their time.

Com Moodhe asked about condition number 3 in staff packet.

Com. Weinstein said he would like to add the curb cuts to the conditions of the approval.

Risinger said they would work with the village as it is Village property to include the addition of curb cuts.

Staff noted that the curb cuts would be part of the final engineering review.

The public hearing closed at 8:48 PM.

Com. Weinstein made a motion to recommend approval of a Zoning Map Amendment to R6-A Residential District, a Special Use for a public park, a preliminary plan, and a Variation from Section 17.36.040 of the Zoning Code (parking requirements), all to accommodate the proposed improvements to Prairie Grove Park at 2020 Olive Hill Drive, subject to the following conditions:

1. The proposed park improvements shall be constructed in substantial conformance with the

plans attached as part of the petition.

2. The Final Engineering plans shall be submitted in a manner acceptable to the Village.

3. Should a need arise for off-street parking on the site due to one of the following conditions:

a. Park programming (including programming by the Park District or by another entity that has rented/reserved space from the Park District); or

b. On-street parking becomes a nuisance or hazardous; the Park District will construct an off-street parking lot on the site, the size of which will be determined by the Village and Park District, based upon the established parking demand.

4. Any directional or incidental signage added to the site shall be reviewed administratively by staff

Com. Richards seconded the motion.

Chairperson spoke in favor of the motion.

Com. Worlikar expressed his desire for more outreach by the Park District.

03/15/2023

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

Regular Meeting

Other Matters for Discussion

Approval of Minutes

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

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Moodhe, Spunt, Cesario, Khan, Weinstein, Au, Richards, Worlikar, Davis

Chairman's Report

Chairperson Cesario spoke about his move from the PZC to the Village Board as a Trustee.

Committee and Liaison Reports

The liaison provided their report from the last Village Board meeting.

Staff Report/Future Agenda Schedule

Purvis provided a preview of items that will be on the future agenda schedule.

Public Comments and Questions

Adjournment

The meeting was adjourned at 8:59 PM

Action Items

Kelly Purvis

APPROVED BY ME THIS 15th DAY OF March, 2023

Kelly Purvis

From:
Sent: Monday, March 6, 2023 8:48 AM
To: Kelly Purvis
Cc: Andrew Binder; Nicole Woods
Subject: Re: Prairie Grove Park Line of Sight Concern/Parking

The main questions/concerns I have been hearing from my neighbors are as follows:

1. Dog Area
 - A. Highest utilization of the park comparable to the kid's play area are folks with dogs.
 - B. It would be nice to have a small area fenced in dog park, walk, run to accommodate these residents.
 - C. Impact would go beyond Easthaven, Link Crossing, and the Prairie Grove Subdivision. Folks from neighborhoods east of Prairie Road also utilize the park with their dogs.
 - D. Aligns with the Villages vision to be a dog friendly community (ban of retail sales of dogs, cat, rabbits in 2019) and provide additional and much needed local access in addition to Happy Tails Park.
2. Kid's Play Area
 - A. Location of kid's play area with proximity to the road (potentially can it be moved 15-20 feet southwest)
 - B. Blind curve with proximity to kid's play area (I believe addressed with parking restrictions).
 - C. Will the plan include more swings (1 more regular, 1 more tot) for neighborhood children as there is often a wait currently in the 2, 2 setup?
3. Parking/Traffic
 - A. Park districts programs the park by dropping of soccer goals each Spring removing them in the Fall, with about 10-20 participants impacting traffic in the area.
 - B. Stop sign/yield sign at Hoffman, for merging onto Easthaven. Yield signs are in place for less congested intersections of Wright and Olive Hill and Jordan Terrace and Olive Hill.
 - C. Review of parking as Pickelball, Tennis, and Soccer programs may make this a destination park.

D. Many folks are conflicted, some against about adding parking but it seems almost necessary due to the direct/indirect Park district programming.

E. Will there be a 4-way stop at the proposed/alternate parking area?

4. Basketball Court

A. Can this be a full court basketball area? Many have driveway or half court areas in the neighborhood. Is another half-court necessary? Meridian is very close and has a basketball area.

5. Shelter Area/Picnic Tables

A. Currently, there are alcohol (Fireball) bottles found in the park, what can be done from a design perspective to minimize drinking in this area, if anything?

Hope this helps.

Thanks,

From:**Sent:** Thursday, March 2, 2023 11:57 AM**To:** Kelly Purvis <KPurvis@vbg.org>**Cc:** Andrew Binder <ABinder@vbg.org>; Nicole Woods <NWoods@vbg.org>**Subject:** Prairie Grove Park Line of Sight Concern/Parking

Hi Kelly

Wanted to bring forward a concern/question I had about Prairie Grove Park.

I was told by a neighbor that a youth soccer team has programming there in the spring. I have seen the programming in the fall for soccer.

There are between 10-20 kids who practice at the park.

The street parking in the blind curve fills up quickly.

I took a photo in the Fall of a few cars (mainly because I liked the color of the Kia Telluride), but 30 minutes later there were between 10-15 cars in the area. Not sure if demonstrates the potential line of sight concern near sunset.



Ordinance No. O-2023-52 : Ordinance Approving Sign Variation at Buffalo Creek Apartments at 70 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: RPF Buffalo Creek is requesting a variation to replace two existing ground signs at 70 S Buffalo Grove Road. The Planning & Zoning Commission unanimously recommended approval.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B. Plan Set (PDF)
- Exhibit C. Minutes PZC Mar 15, 2023 (PDF)

Trustee Liaison
Johnson

Staff Contact
Nicole Woods, Community Development

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



DATE: April 17, 2023

TO: President Beverly Sussman and Trustees

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

SUBJECT: **Sign Variation Request – 70 S Buffalo Grove Road, Buffalo Creek Apartments**

Project Background

RPF Buffalo Creek, LLC, is requesting a variation to allow the installation of two (2) new ground signs at 70 S Buffalo Grove Road. The new ground signs are replacing two existing wood ground signs for Buffalo Creek Apartments. The proposed signs require a variation, as the Code only allows one ground sign per developed parcel.

The proposed ground signs comply with all applicable sign code regulations regarding setbacks, height and landscaping.

Planning & Zoning Commission (PZC) Recommendation

On March 15, 2023, the PZC voted unanimously (9-0) to recommend approval of the sign variation request for 70 S Buffalo Grove Road, subject to the following conditions:

1. The ground signs shall be installed in accordance with the documents and plans submitted as part of this petition.
2. The property owner shall maintain the landscaping around the base of the signs in perpetuity.
3. The Petitioner shall comply with all applicable Village codes, regulations, and policies.

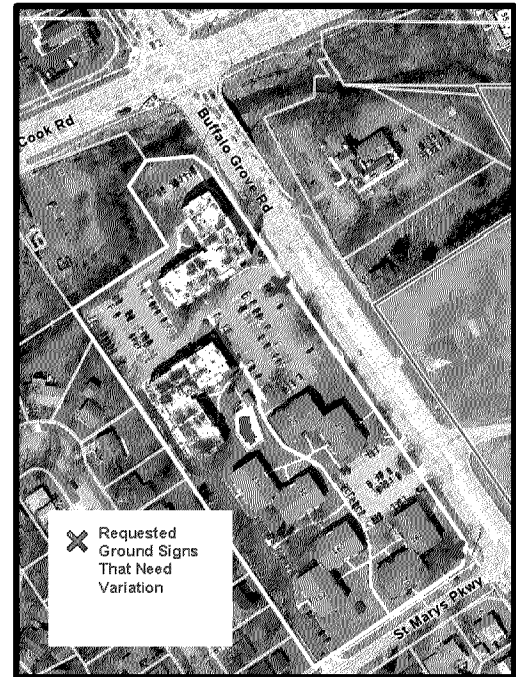


Figure 1: Subject Property Sign Location

Staff concurs with the recommendation of the PZC.

PUBLIC MEETING COMMENTS

There were no concerns from the public regarding this request.

ACTION REQUESTED

Staff recommends that the Village Board approve an Ordinance granting a sign code variation for the installation of two (2) ground signs at 70 S Buffalo Grove Road, subject to conditions in the attached Ordinance.

ORDINANCE NO. 2023 - ____

**GRANTING A VARIATION FROM
THE BUFFALO GROVE SIGN CODE FOR A SECOND GROUND SIGN**

**Buffalo Creek Apartments
70 S Buffalo Grove Road**

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

WHEREAS, the real property ("Property") is commonly known as 70 S Buffalo Grove Road, Buffalo Grove, Illinois and is hereinafter legally described in Exhibit A; and

WHEREAS, RPF Buffalo Creek, LLC, ("Petitioner") is seeking a variation to Section 14.16.010 of the Village Sign Code (Title 14 of the Buffalo Grove Municipal Code) for the purpose of installing two (2) ground signs at Buffalo Creek Apartments, at 70 S Buffalo Grove Road; and

WHEREAS, the Planning & Zoning Commission held a public hearing on March 15, 2023, concerning the petition for the Sign Variation; and

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

WHEREAS, the Planning & Zoning Commission voted 9-0 to recommend approval of the Sign Variation; 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

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

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

EXHIBIT A Legal Description of the Property

EXHIBIT B Plan Set

EXHIBIT C Minutes from the March 15, 2023 Planning & Zoning Commission Meeting

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

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

Section 2. The variation is hereby granted to Section 14.16.010 of the Village Sign Code (Title 14 of the Buffalo Grove Municipal Code) for the purpose of placing two (2) ground identification signs at 70 S Buffalo Grove, subject to the following conditions:

1. The ground signs shall be installed in accordance with the documents and plans submitted as part of this petition.
2. The property owner shall maintain the landscaping around the base of the signs in perpetuity.
3. The Petitioner shall comply with all applicable Village codes, regulations, and policies.

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023.

APPROVED: _____, 2023.

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman, Village President

Exhibit A
Legal Description

Buffalo Creek Apartments
70 S Buffalo Grove Road

Parcel 1:

That part of the Northwest 1/4 of Section 4, Township 42 North, Range 11, East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the centerline of Buffalo Grove Road and the Southeasterly line of a tract of Land conveyed to John Kline by warranty deed recorded June 21, 1899 as document 2836175 and running thence South 34 degrees, 26 minutes East along the centerline of Buffalo Grove Road, a distance of 15.00 feet to the place of beginning of this description; thence continuing South along the centerline of Buffalo Grove Road, a distance of 985.00 feet; thence South 55 degrees, 34 minutes West at right angles to the centerline of Buffalo Grove Road, a distance of 400.00 feet; thence North 34 degrees, 26 minutes West at right angles to the last described line, a distance of 802.00 feet; thence North 55 degrees, 34 minutes East at right angles to the last described line, a distance of 210.00 feet; thence North 34 degrees, 26 minutes West at right angles to the last described line, a distance of 130.00 feet; thence Northeasterly to the Place of beginning; (excepting therefrom that part described as follows:

Commencing at the intersection of the centerline of Buffalo Grove Road and the Southeasterly line of a tract of Land conveyed to John Kline by warranty deed recorded June 21, 1899 as document 2836175 and running thence South 34 degrees, 26 minutes East along the centerline of Buffalo Grove Road, a distance of 564.15 feet to the place of beginning of this exception; thence continuing South along the centerline of Buffalo Grove Road, a distance of 435.85 feet; thence South 55 degrees, 34 minutes West at right angles to the centerline of Buffalo Grove Road, a distance of 400.00 feet; thence North 34 degrees, 26 minutes West at right angles to the last described line, a distance of 391.60 feet; thence North 55 degrees, 34 minutes East at right angles to the last described line, a distance of 108.75 feet; thence North 34 degrees, 26 minutes West at right angles to the last described line, a distance of 100.00 feet; thence North 55 degrees, 34 minutes East at right angles to the last described line, a distance of 68.00 feet; thence South 34 degrees, 26 minutes East at right angles to the last described line, a distance of 55.75 feet; thence North 55 degrees, 34 minutes East at right angles to the last described line, a distance of 223.25 feet to the place of beginning);

and except the Easterly 50.00 feet of this Parcel 1,

Also excepting from the above Described Parcel that part of the Northwest 1/4 of Section 4, Township 42 North, Range 11, East of the Third Principal Meridian, bounded and described as follows:

Commencing at the intersection of the centerline of Buffalo Grove Road and the Southeasterly line of a tract of Land conveyed to John Kline by warranty deed recorded June 21, 1899 as document 2836175 and running thence South 34 degrees, 26 minutes East along the centerline of Buffalo Grove Road, a distance of 15.00 feet to the point of beginning of this description; thence continuing South along the centerline of Buffalo Grove Road, a distance of 985.00 feet; thence South 55 degrees, 34 minutes West at right angles to the centerline of Buffalo Grove Road, a distance of 400.00 feet; thence North 34 degrees, 26 minutes West at right angles to the last described line, a distance of 802.00 feet; thence North 55 degrees, 34 minutes East at right angles to the last described line, a distance of 210.00 feet; thence North 34 degrees, 26 minutes West at right angles to the last described line, a distance of 130.00 feet; thence Northeasterly on the most Northerly line (so designated for the purpose of this description) to the place of beginning; (excepting therefrom the Easterly 50.00 feet falling Buffalo Grove road as widened), lying Northerly of the following described line:

Commencing at the intersection of the North Line of said Section, with the centerline of Buffalo Grove Road, (the centerline of Buffalo Grove Road aforesaid being a straight line extended from a point in the North Line of said Section 4), said point being 961.90 feet East from the Northwest corner of said Section, as measured along said North Line to the Northeasterly Corner of Buffalo Grove Unit Number 1, a Subdivision in the Northwest 1/4 of said Section, said Northeasterly corner being a point of intersection of the Northerly right of way line of St. Mary's Parkway as dedicated by said Subdivision, with the centerline of Buffalo Grove Road; thence Southeasterly on said centerline, a distance of 280.40 feet; thence Southeasterly at right angles to said centerline, a distance of 50.00 feet to the Southwesterly line of Buffalo Grove road as widened, for a place of beginning; thence Westerly to the intersection of the aforesaid described most Northerly line, with a line 140.00 feet Southwesterly of and parallel with the centerline of Buffalo Grove Road Aforesaid, in Cook County, Illinois.

Also excepting from the above Described Parcel that part of the Northwest 1/4 of Section 4, Township 42 North, Range 11, East of the Third Principal Meridian, bounded and described as follows:

Commencing at the most easterly corner of Lot 1 in Buffalo Grove Unit Number 1 according to the plat thereof recorded March 28, 1957 as Document Number 16862056; thence on an Illinois Coordinate System NAD 83(2007) East Zone bearing of North 56 degrees 04 minutes 30 seconds East along the Northwestern right of way line of Saint Mary's Parkway recorded March 28, 1957 as Document Number 16862056, a distance of 350.00 feet to the Southwesterly right of way line of Buffalo Grove Road recorded November 14, 1975 as Document Number 23294070; thence North 33 degrees 55 minutes 38 seconds West along the said Southwesterly right of way line of Buffalo Grove Road, a distance of 864.05 feet to the point of beginning; thence North 52 degrees 46 minutes 45 seconds West, a distance of 40.16 feet to the Southerly right of way line of Lake-Cook Road filed March 9, 1976 in the Circuit Court of Cook County, Illinois as Judgment Order Case Number 75 L 4040; thence North 85 degrees 44 minutes 48 seconds East along the said Southerly right of way line of Lake-Cook Road, a distance of 14.93 feet to the said Southwesterly right of way line of Buffalo Grove Road; thence South 33 degrees 55 minutes 38 seconds East along the said Southwesterly right of way line of Buffalo Grove Road, a distance of 30.61 feet to the point of beginning.

Parcel 2:

That part of the Northwest 1/4 of Section 4, Township 42 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the centerline of Buffalo Grove Road and the Southeasterly line of a tract of Land conveyed to John Kline by warranty deed recorded June 21, 1899 as document 2836175 and running thence South 34 degrees, 26 minutes East along the centerline of Buffalo Grove Road, a distance of 564.15 feet; thence South 55 degrees, 34 minutes West of right angles to the centerline of Buffalo Grove Road, a distance of 223.25 feet to the place of beginning of this description; thence South 34 degrees, 26 minutes East at right angles to the last described line, a distance of 44.25 feet; thence South 55 degrees, 34 minutes West at right angles to the last described line, a distance of 68.00 feet; thence North 34 degrees, 26 minutes West at right angles to the last described line, a distance of 100.00 feet; thence North 55 degrees, 34 minutes East at right angles to the last described line, a distance of 68.00 feet; thence South 34 degrees 26 minutes East at right angles to the last described line, a distance of 55.75 feet to the place of beginning, in Cook County, Illinois.

Parcel 3:

That part of the Northwest 1/4 of Section 4, Township 42 North, Range 11, East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the centerline of Buffalo Grove Road and the Southeasterly Line of a tract of Land conveyed to John Kline by warranty deed recorded June 21, 1899 as document 2836175 and running thence South 34 degrees, 26 minutes East along the centerline of Buffalo Grove Road, a distance of 564.15 feet to the place of beginning of this description; thence continuing South along the centerline of Buffalo Grove Road, a distance of 435.85 feet; thence South 55 degrees, 34 minutes West at right angles to the centerline of Buffalo Grove Road, a distance of 400.00 feet; thence North 34 degrees, 26 minutes West at right angles to the last described line, a distance of 391.60 feet; thence North 55 degrees, 34 minutes East at right angles to the last described line, a distance of 176.75 feet; thence North 34 degrees, 26 minutes West at right angles to the last described line, a distance of 44.25 feet; thence North 55 degrees, 34 minutes East at right angles to the last described line, a distance of 223.25 feet to the place of beginning (excepting therefrom the Easterly 50.00 feet thereof), in Cook County, Illinois. Also excepting from the above described parcel that part of the Northwest 1/4 of Section 4, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the most easterly corner of Lot 1 in Buffalo Grove Unit Number I according to the plat thereof recorded March 28, 1957 as Document No. 1682056; thence on an Illinois Coordinate System NAD 83(2007) East Zone bearing of North 56 degrees 04 minutes 30 seconds East along the Northwestern right of way line of Saint Mary's Parkway, recorded March 28, 1957 as Document No. 16862056, a distance of 242.99 feet to the point of beginning; thence North 53 degrees 19 minutes 50 seconds East, a distance of 87.21 feet; thence North 11 degrees 11 minutes 34 seconds East, a distance of 28.09 feet to the Southwesterly right of way line of Buffalo Grove Road recorded November 14, 1975 as Document No. 23294070; thence South 33 degrees 55 minutes 38 seconds East along the said Southwesterly right of way line of Buffalo Grove Road, a distance of 24.00 feet to the said Northwestern right of way line of Saint Mary's Parkway; thence South 56 degrees 04 minutes 30 seconds West along the said Northwestern right of way line of Saint Mary's Parkway, a distance of 107.01 feet to the point of beginning.

Property Address: 70 South Buffalo Grove Road, Buffalo Grove, Illinois 60089

PIN: 03-04-100-026-0000

**Exhibit B
Plan Set**

Buffalo Creek Apartments
70 S Buffalo Grove Road

Attachment: Ordinance (O-2023-52 : Ordinance Approving Sign Variation at Buffalo Creek Apartments at 70 S Buffalo Grove Rd)

Exhibit C
Minutes from the March 15, 2023, PZC Meeting

Buffalo Creek Apartments
70 S Buffalo Grove Road

Attachment: Ordinance (O-2023-52 : Ordinance Approving Sign Variation at Buffalo Creek Apartments at 70 S Buffalo Grove Rd)



February 7, 2023

Planning & Zoning Committee
Village of Buffalo Grove
50 Raupp Blvd.
Buffalo Grove, IL 60089

Dear Planning & Zoning Committee,

RPF Buffalo Creek, LLC, owners of Buffalo Creek Apartments located at 70 S. Buffalo Grove Road, are seeking a variance to replace four (4) outdated, exterior signs that were installed when Buffalo Creek Apartments was first constructed in 1971.

The four (4) exterior signs that will be replaced with modern signs are the following, with details and site plan attached hereto:

1. Main entrance fronting Buffalo Grove Road
2. Northwest corner of Buffalo Grove Road and St. Mary's Parkway
3. Rental Office sign with arrow within the parking lot of the apartment complex
4. Rental Office sign affixed to the entrance of the rental office

All signs will elevate and modernize the feel of the apartment complex, and in turn, help us attract and retain residents.

We appreciate your time and consideration and look forward to hearing from you.

Regards,

Cooper Annenberg
RPF Buffalo Creek LLC

Buffalo Creek Apartments

Exterior Sign Plan

70 S Buffalo Grove Rd. Buffalo Grove, IL 60089

Feb.21.23

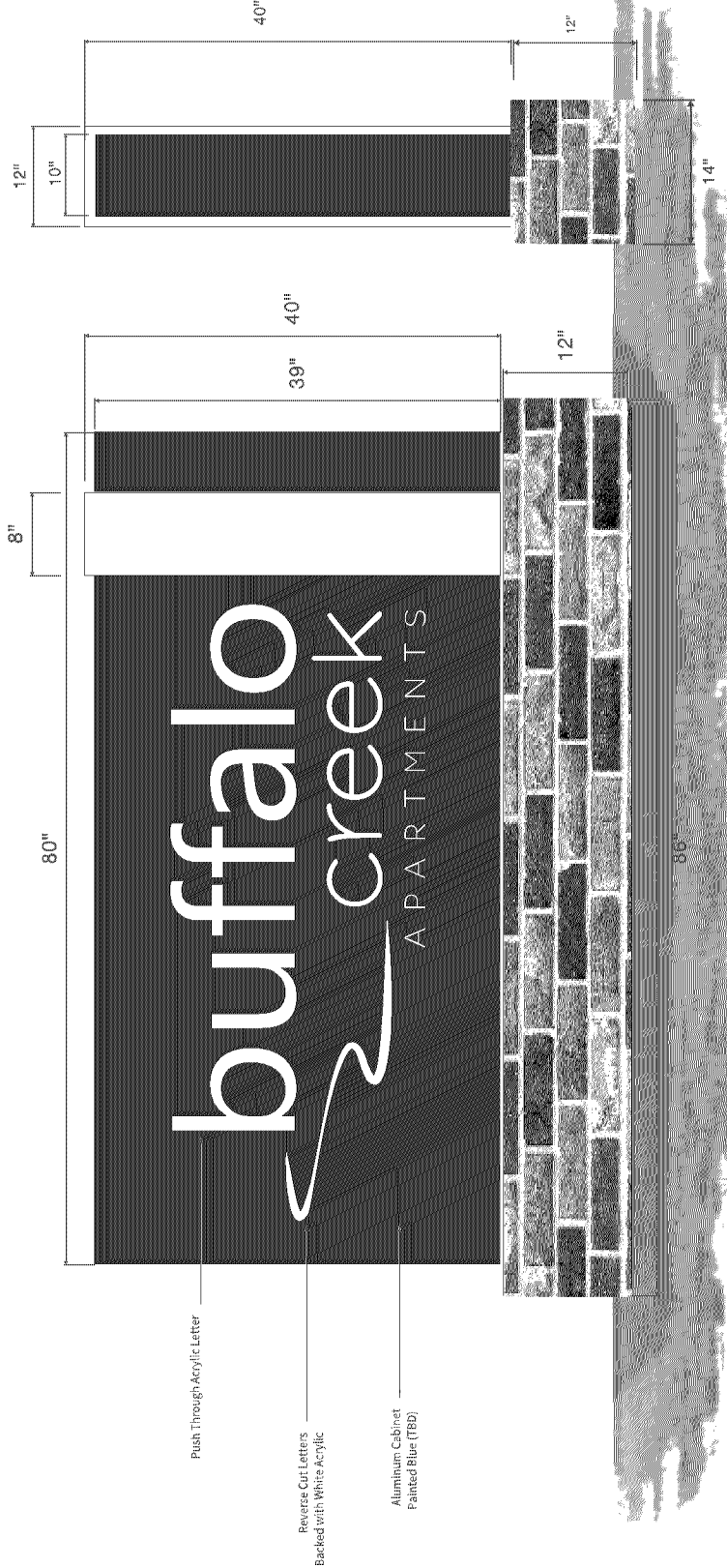
buffalo
creek
APARTMENTS

ssi
Sign Systems Inc.

1 Entrance monument Sign
Buffalo Grove Rd



Illuminated
See Detail on page 39
Illumination to be via GE Tetra LT White
LED modules and 100 watt power supply
total of 27 (54 module) per side= 54' and
108 modules, and one 100 watt power supply
Input voltage is 120-277 v/ac - 1.1 current amps



CLIENT		buffalo creek APARTMENTS
CONTACT		Mr. 847.910.5444 copper@amenbought.com
SITE		Buffalo Creek 70 S Buffalo Grove Rd. Buffalo Grove, IL 60089
FILE		Sales Rep GJ File Name Buffalo Creek Apartments_Sign package.psd.pdf
CLIENT REVIEW		Design Version Draft: Nov.11.22 Rev 1: Jan.23.22 Rev 2: Feb.03.23 Rev 3: Feb.14.23 Rev 4: Feb.21.23 Rev 5: Rev 6: Approved Approved as Noted Revise & Re-submit Name Title Date This is an original unaltered drawing, created by Sign Systems, Inc. It is submitted for your use in accordance with the terms of the agreement. Any reproduction, modification, or use of this drawing outside of your organization, our firm, is to be used, reproduced, copied, or utilized in any other fashion without expressed consent from an authorized representative of Sign Systems, Inc. This drawing is the property of Sign Systems, Inc. Any use that is not authorized may result in a design fee to be determined by Sign Systems, Inc.



Sign Systems Inc.
www.signsystemsinc.com

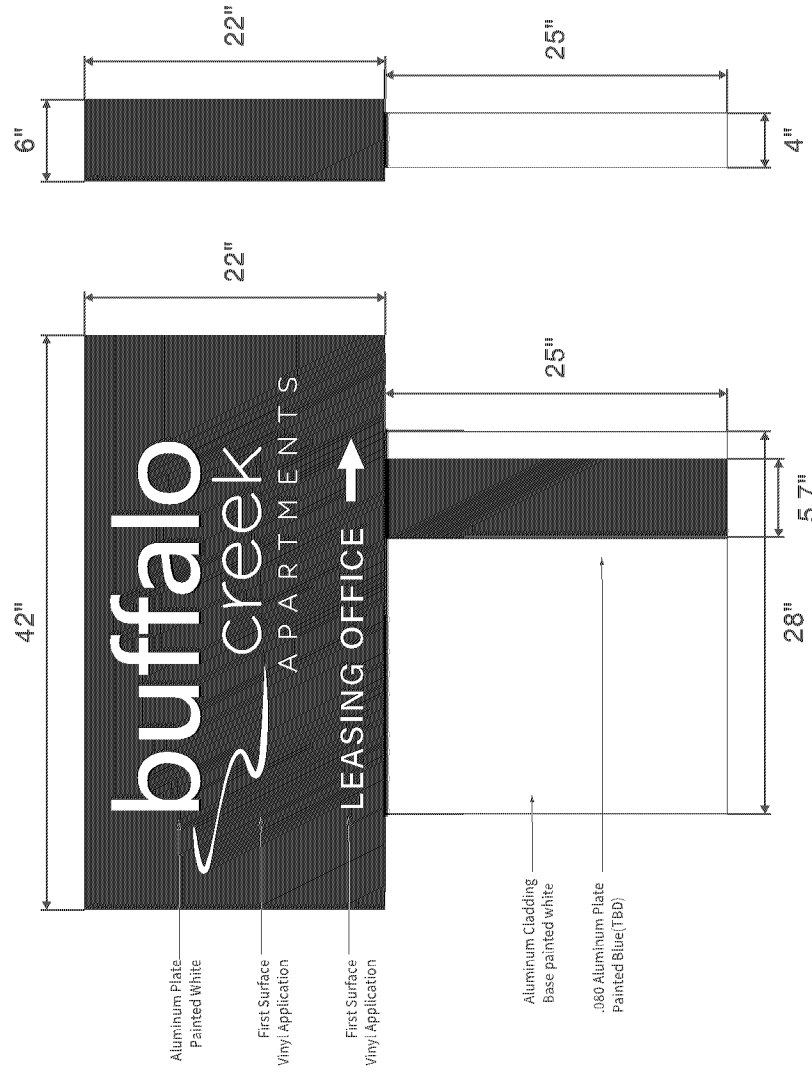
1 Entrance monument Sign
Buffalo Grove Rd



pasodé



Existing



	CLIENT CONTACT M: 447.910.5444 coowner@amunberghd.com	SITE Buffalo Creek 703 Buffalo Grove Rd. Buffalo Grove, IL 60089	FILE Sales Rep CJ File Name Buffalo Creek Apartment Sign package print.pdf Design Kristin Draft: Nov 11 22 Rev 1: Jan 23 22 Rev 2: Feb 08 23 Rev 3: Feb 14 23 Rev 4: Feb 21 23 Rev 5: Rev 6:	CLIENT REVIEW Approved Approved as Noted Rerise & Re-submit	Name Title Date This is a signed, unaltered copy, created by Sign Systems, Inc. It is submitted for the examination with the project being planned for by Sign Systems, Inc. It is not to be taken to anyone outside of your organization, nor is it to be used, without expressed consent from an authorized Sign Systems, Inc. representative. All or any part of this design, including registered trademarks, remains the property of Sign Systems, Inc. Any use that is not in accordance with the terms of the license is a violation of the license and will be determined by Sign Systems, Inc.	
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Sign Systems Inc.
www.signsystemsnc.com



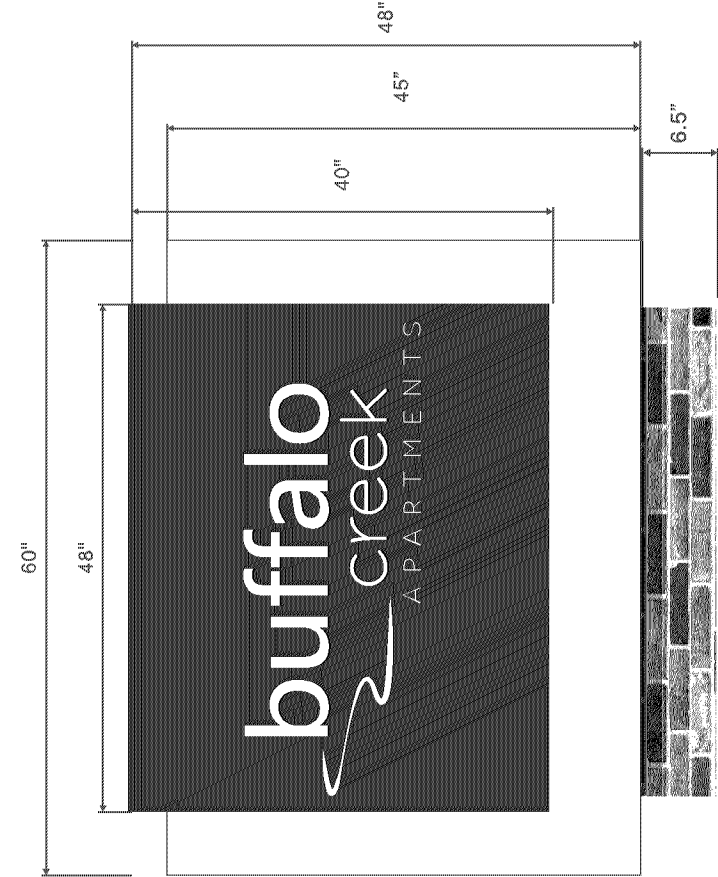
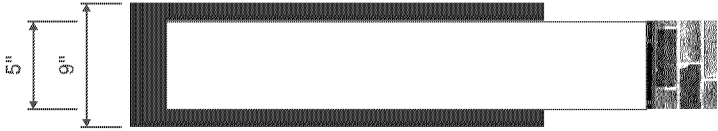
Non-Illuminated

3 Monument St. Mary's Parkway

Proposed



Existing



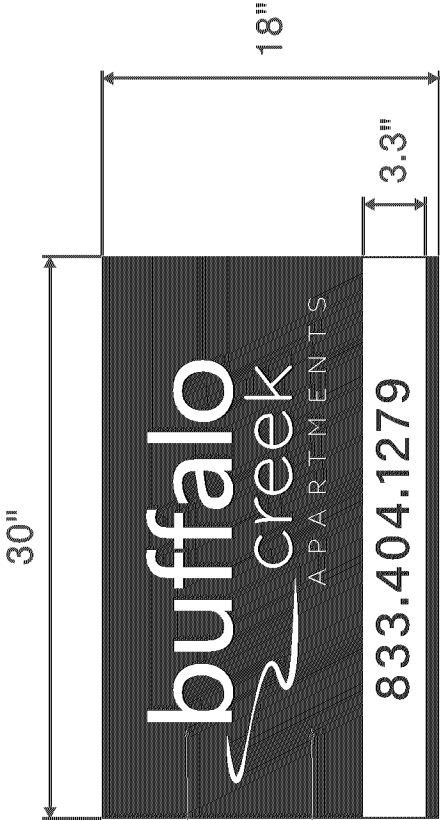
CLIENT		
CONTACT		Mr. 847.910.5444 copper@monumentpark.com
SITE		Buffalo Creek 70 S Buffalo Grove Rd. Buffalo Grove, IL 60089
FILE		Sales Rep G File Name Buffalo Creek Apartments_Sign package.psd.pdf Design Virgin Draft: Nov.11.22 Rev 1: Jan.23.22 Rev 2: Feb.03.23 Rev 3: Feb.14.23 Rev 4: Feb.21.23 Rev 5: Rev 6:
CLIENT REVIEW		Approved Approved as Noted Revise & Re-submit Name Title Date This is an original unaltered drawing, created by Sign Systems, Inc. It is submitted for your use in accordance with the terms of the license agreement between Sign Systems, Inc. and your organization. It is to be used, reproduced, copied, or utilized in any other fashion without expressed consent from an authorized representative of Sign Systems, Inc. Any use that is not the property of Sign Systems, Inc. Any use that is not authorized may result in a design fee to be determined by Sign Systems, Inc.



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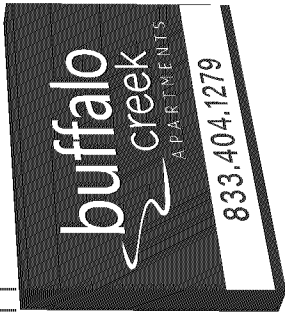


4 Leasing Office Building Sign



FRONT VIEW

2"



ISOMETRIC VIEW

Elevation from Grade



5' From Grade

Existing Sign



Proposed



CLIENT		CONTACT		SITE		FILE		CLIENT REVIEW	
		Mr. 847.910.5444 copper@annenbergtd.com		Buffalo Creek 70 S Buffalo Grove Rd. Buffalo Grove, IL 60089		Sales Rep G File Name Buffalo Creek Apartments_Sign package.pptx.pdf Design Version Draft: Nov1122 Rev 1: Jan2322 Rev 2: Feb0823 Rev 3: Feb1423 Rev 4: Feb2123 Rev 5: Rev 6:		Approved Approved as Noted Revise & Re-submit Name Title Date	
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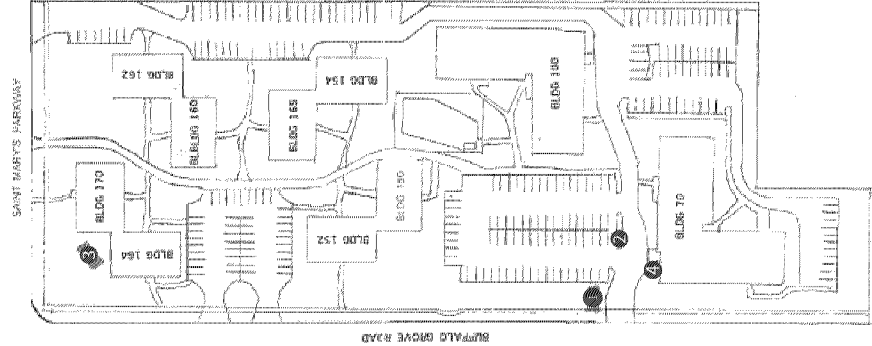
CLIENT	buffalo creek APARTMENTS
CONTACT	Mr. 847.910.5444 copper@annenbergll.com
SITE	Buffalo Creek 70 S Buffalo Grove Rd. Buffalo Grove, IL 60089
FILE	Sales Rep G File Name Buffalo Creek Apartments_Sign package.dwg Design Vignin Draft: Nov 11 22 Rev 1: Jan 23 22 Rev 2: Feb 03 23 Rev 3: Feb 14 23 Rev 4: Feb 21 23 Rev 5: Rev 6:
CLIENT REVIEW	Approved Approved as Noted Resub & Re-submit Name Title Date This is an original unaltered drawing, created by Sign Systems, Inc. It is submitted for your use in connection with the project described herein. Any reproduction, modification, or use of this drawing outside of your organization, use is to be used, reproduced, copied, or utilized in any other fashion without expressed consent from an authorized representative of Sign Systems, Inc. Any use that is not the property of Sign Systems, Inc. Any use that is not authorized may result in a design fee to be determined by Sign Systems, Inc.



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8.Q.c



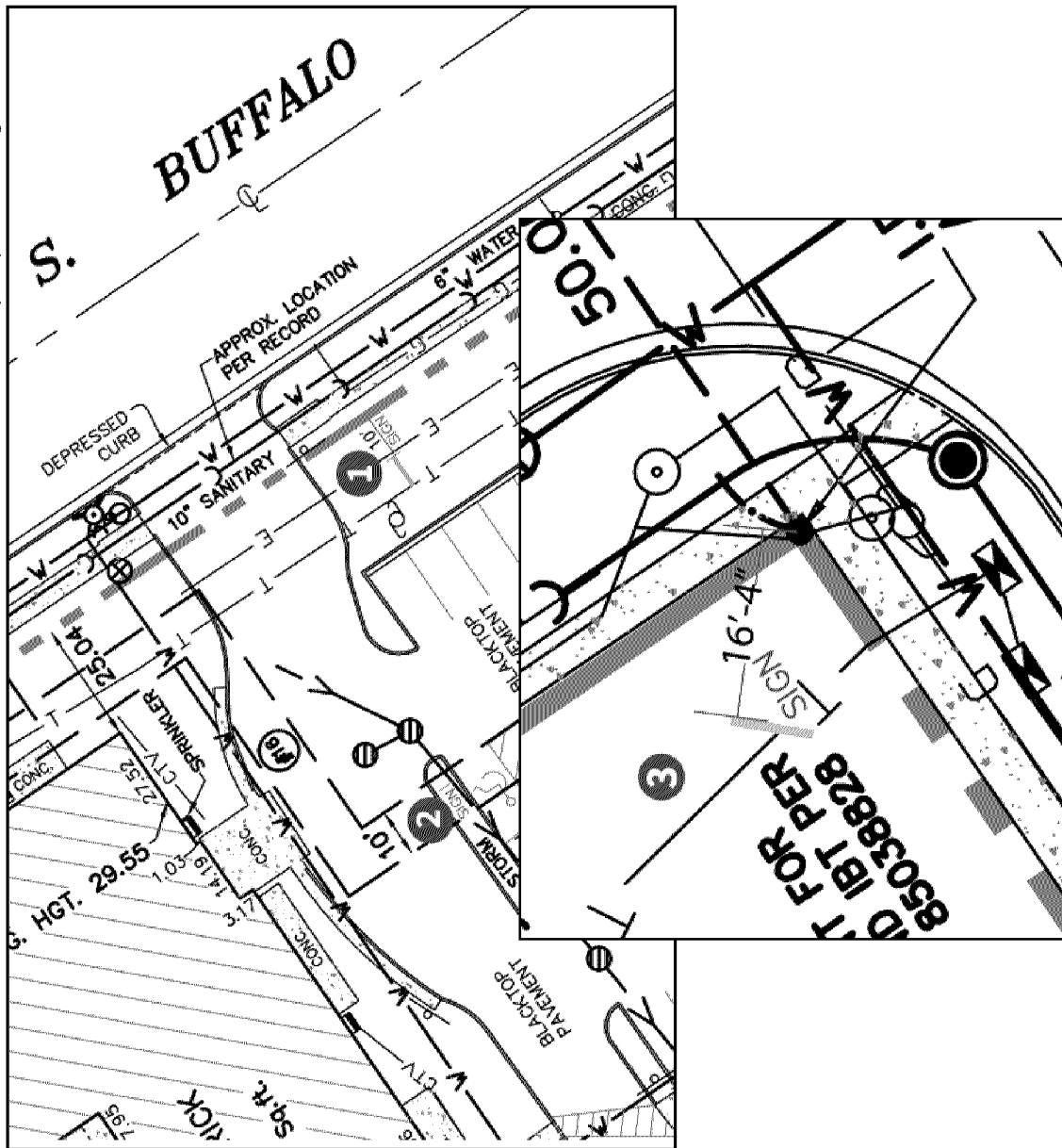
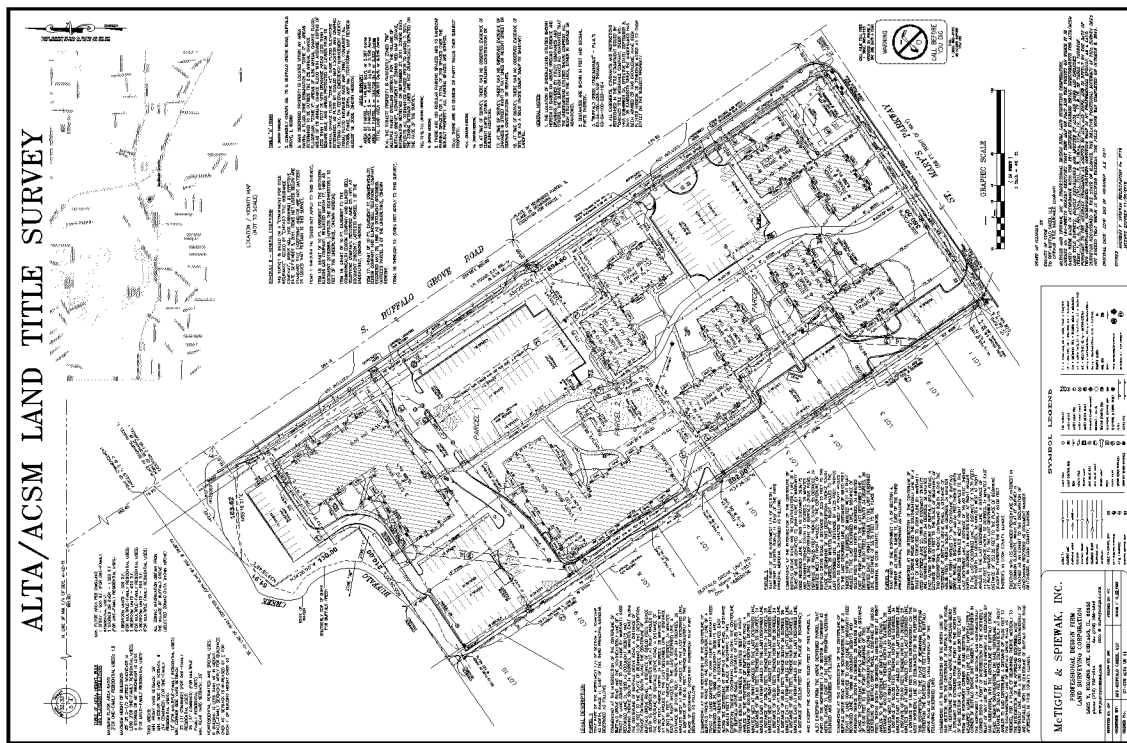
BUFFALO CREEK APARTMENTS
70 S. BUFFALO GROVE RD
BUFFALO GROVE IL 60089

Building Addresses
70 South Buffalo Grove Road
150 South Buffalo Grove Road
152 South Buffalo Grove Road
154 South Buffalo Grove Road
156 South Buffalo Grove Road
158 South Buffalo Grove Road
160 South Buffalo Grove Road
162 South Buffalo Grove Road
164 South Buffalo Grove Road
166 South Buffalo Grove Road
168 South Buffalo Grove Road
170 South Buffalo Grove Road

SITE MAP

- 1 Entrance Monument Sign
- 2 Leasing Office Sign
- 3 Secondary Monument
- 4 Leasing office Building Sign

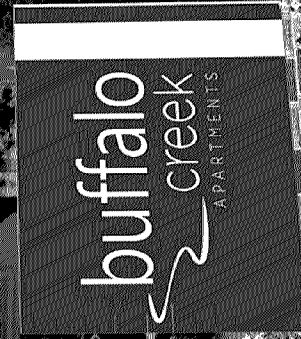
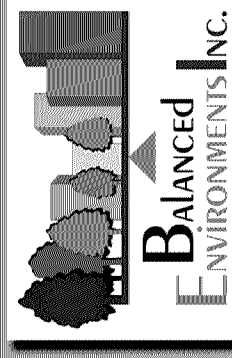
Property Line to Sign Set Back



8.Q.c

• BUFFALO CREEK APARTMENTS - Buffalo Grove, IL

Entrance Monument Sign

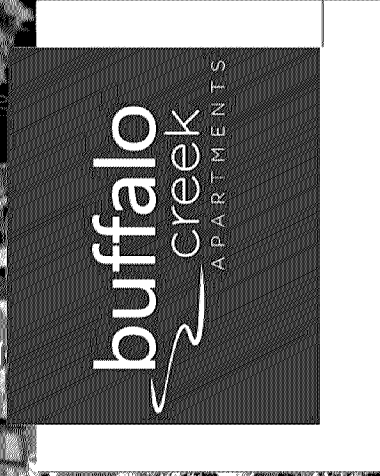
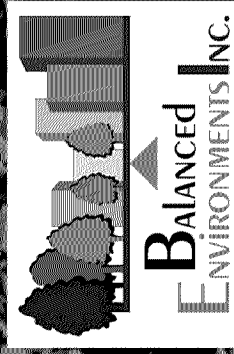


- Landscape - 1. Increase planting bed, transplant existing daylilies
2. Add: (6) new Daylily 'Happy Returns', #1 container size

8.Q.c

BUFFALO CREEK APARTMENTS - Buffalo Grove, IL

Monument Sign at St. Mary's Parkway



Landscape - 1. Increase planting bed

- 2. Add: (4) new Hydrangea 'Quickfire', #5 container size**
- 3. Add: (7) new Daylily 'Happy Returns', #1 container size**

03/15/2023

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, MARCH 15, 2023**

Call to Order

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

Public Hearings/Items For Consideration

1. Consideration of a Petition for Approval of a Variation to Title 14 (Sign Code) Section 14.16 to Allow Two Ground Signs in the R-9 Multiple Family Dwelling District at 70 S Buffalo Grove Drive, Where One Ground Sign is Permitted. (Trustee Pike) (Staff Contact: Andrew Binder)

Binder, Village Associate Planner, presented the project background and request for variations at Buffalo Creek Apartments, 70 S Buffalo Grove Rd, Buffalo Grove, IL 60089.

Petitioner Annenberg was sworn in.

Annenberg provided additional testimony for the sign variations being requested.

Com. Moodhe asked the petitioner to address sign #3 on packet page 14.

Annenberg addressed the PZC regarding sign variation number 3, stating that they are planning to make improvements to the site and the new signs will help the aesthetic of the building.

Com. Moodhe asked staff if the signs currently located on the property were original signs

Binder said the Village has no record of the original signs.

Com. Spunt asked about how they chose the lettering for the sign.

Annenberg discussed how they came to the design to make it look more modern.

Chairperson Cesario asked how many complaints we have received regarding the signs.

Binder said they had not received any complaints.

Com Worlikar asked if there is any concern with the lighting of the sign with neighbors.

Annenberg said there are light poles on BG road and the sign light is dim compared to the street lights.

Chairperson Cesario asked about the south bound visibility to people looking for the Buffalo Creek Apartments. He stated that without the sign, it would be hard to see Buffalo Creek Apartments.

Annenberg agreed with Chairperson Cesario.

Com. Weinstein referenced packet page 17 and asked due to the size of the lot, that the new larger signs are required which would meet Sign Variation Number 3.

Annenberg agreed.

Staff report entered as exhibit one.

03/15/2023

Annenberg thanked the Commission for their time.

The public hearing was closed at 7:44 PM.

Com Weinstein made a recommendation for approval of a variation to Title 14 (Sign Code) Section 14.16 to allow two (2) ground signs at 70 S Buffalo Grove Drive, subject to the following conditions:

1. The ground signs shall be installed in accordance with the documents and plans submitted as part of this petition.

2. The property owner shall maintain the landscaping around the base of the signs in perpetuity.

3. The Petitioner shall comply with all applicable Village codes, regulations, and policies.

Com. Richards seconded the motion.

Com. Richards spoke in favor of the motion.

Chairperson Cesario spoke in favor of the motion.

Com. Moodhe spoke in favor of the motion.

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

2. Consideration of a Petition for Approval of a Zoning Map Amendment to R6-A Zoning District, a Special Use for a Public Park, a Preliminary Plan, and a Variation from Section 17.36.040 of the Zoning Code (Parking Requirements) to Allow Improvements to Prairie Grove Park at 2020 Olive Hill Drive (Trustee Pike) (Staff Contact: Kelly Purvis)

Purvis, Deputy Community Development Director, provided the project background and the requested amendments to the Prairie Grove Park located at 2020 Olive Hill Drive.

Petitioners were sworn in.

Maloney expanded on their testimony and explained the grant that was awarded for the park and the community engagement that drove the overall design of the park.

Com. Worlikar asked how they came about the placement of the play area.

Maloney said they wanted to keep the playground where it is currently. He briefly spoke to the setbacks of the playground equipment. Additionally, Maloney said a fence and landscape will be there to help shield the area.

Com. Worlikar asked about programing for the park.

Howe spoke about the use of Prairie Grove by the Park District.

Com. Worlikar asked the petitioners when the last time they spoke to the community for their input.

Maloney said in 2021.

Com. Worlikar asked if they plan on doing any more outreach to get input from the new residents that have moved into the area.

Risinger spoke to the downside of the grant that was awarded to the Park District. Since the grant was approved the ability to change the scope of the project is not possible.

Com. Worlikar asked if they would plan on a dog park now or in the future.

Risinger said a dog park is not very suitable for a neighborhood park, but the Park District is looking into other locations for a potential dog park.

Com. Worlikar asked about the trees that currently exist.

Risinger said they will keep the trees that are existing.

Com. Richards asked if they are going to program the park.

Risinger said no. In the past it has been used as a practice field, but currently the park is not being programed.

Com. Richards asked about pickleball courts as it relates to noise.

Risinger said they do create noise, which is why they limited it to one pickleball court. They limited it to one as well because it decreases the need for parking.

Com. Richards asked staff if they had received any phone calls.

Purvis said the Village received a few phone calls and two written correspondences, but no complaints.

Com. Weinstein asked for the hours of operation.

Risinger said dawn to dusk - there will be not lights.

Com. Weinstein asked if the plan was it presented to the community.

Risinger said yes.

Com. Weinstein asked why they would consider only 10 parking spots instead of the required 41.

Risinger said 41 parking spaces is too much for a park this size and when they engaged with the community, they did not want parking.

Purvis spoke to the parking condition listed in the staff recommendation.

Com. Weinstein asked if the limit to the number of pickleball courts and tennis courts was to reduce the need for parking.

Risinger said yes that is correct.

Com. Weinstein asked staff about the zoning recommendation.

Purvis explained the reasoning behind the rezoning for the park.

Com. Worlikar asked the petitioners how they came up with the number of benches within the park.

Ms. Blood, from Upland Design, said the placement of the benches was strategic to capture the views within the park as well as allow caretakes to watch children play on the playground.

Com. Worlikar asked if there can be more benches within the park.

Ms. Blood said they could add more if necessary.

Com. Worlikar asked about what they can do about loitering at the park after hours.

Ms. Blood explained how the shelter makes the area more visible and would create an area where kids would not want to conduct nefarious activities.

Com. Davis asked how you they plan to mitigate pickleball noise.

Ms. Blood explained how landscape can be used as a buffer, but right now they want visibility to the park to bring in community members.

Howe said that there is fencing that can be installed to help mitigate noise as well.

Com. Khan asked how they are going to enforce the use of the courts and keep pickleball players off the tennis courts.

Risinger said they will not have people policing their parks, but this court will only be stripped for tennis and they will have signage.

Com.Khan asked for clarification on parking.

Risinger said that 41 parking spots is not necessary. Risinger Spoke to the existence of the park and how parking has not been an issue, but they will continue to monitor.

Com. Spunt asked about the location future parking and why the basketball court was positioned where it was.

Ms. Blood spoke about use and placement of the basketball court.

Com. Au asked about programing.

Risinger said they do not plan on programming this park right now. In the past it was used for practice occasionally, but they have programming at their other parks and tend to move their programs around to maintain nice looking parks.

Com. Worlikar asked if there would signage regarding time limits for the pickleball and tennis courts.

Rising spoke to the courtesy rules of playing that players go by.

Com. Moodhe asked if this would be like Westchester Park.

Howe said Prairie Grove Park would be categorized as a neighborhood park.

Com. Moodhe asked if there is parking at Westchester.

Howe said no. Just street parking, like Prairie Grove Park.

Com. Moodhe commented on the different parking needs for neighborhood parks vs. community parks.

The staff report was entered as exhibit one.

Ms. Garfield at 2118 Prairie, A CRD commissioner, said they need to add two curb cuts for ADA.

Mr. Garfield at 2118 Prairie spoke in favor of the proposal and commended the Park District for the engagement that was conducted.

Mr. McCargy asked about the size of bike racks.

Resident at 197 Hoffman spoke in favor of the soccer goals staying. He said there is ample parking as it is now and said the residences worked hard to keep the park when link crossing was proposed. Lastly, he asked what the process would be for the construction of a parking lot.

03/15/2023

Purvis said that there would need to be authorization for the parking lot to be constructed.

Resident of Link Crossings Neighborhood talked about the street parking and how they would go about reporting a concern if it ever became an issue.

Purvis said if there are concerns the Village and Park District would address it as code compliant/enforcement.

Risinger clarified the parking issues. He noted the Park District has no authority to enforce parking regulations but would be able to address any issues with the Village.

Risinger thanked the Planning and Zoning Commission for their time.

Com Moodhe asked about condition number 3 in staff packet.

Com. Weinstein said he would like to add the curb cuts to the conditions of the approval.

Risinger said they would work with the village as it is Village property to include the addition of curb cuts.

Staff noted that the curb cuts would be part of the final engineering review.

The public hearing closed at 8:48 PM.

Com. Weinstein made a motion to recommend approval of a Zoning Map Amendment to R6-A Residential District, a Special Use for a public park, a preliminary plan, and a Variation from Section 17.36.040 of the Zoning Code (parking requirements), all to accommodate the proposed improvements to Prairie Grove Park at 2020 Olive Hill Drive, subject to the following conditions:

1. The proposed park improvements shall be constructed in substantial conformance with the

plans attached as part of the petition.

2. The Final Engineering plans shall be submitted in a manner acceptable to the Village.

3. Should a need arise for off-street parking on the site due to one of the following conditions:

a. Park programming (including programming by the Park District or by another entity that has rented/reserved space from the Park District); or

b. On-street parking becomes a nuisance or hazardous; the Park District will construct an off-street parking lot on the site, the size of which will be determined by the Village and Park District, based upon the established parking demand.

4. Any directional or incidental signage added to the site shall be reviewed administratively by staff

Com. Richards seconded the motion.

Chairperson spoke in favor of the motion.

Com. Worlikar expressed his desire for more outreach by the Park District.

03/15/2023

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

Regular Meeting

Other Matters for Discussion

Approval of Minutes

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

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Moodhe, Spunt, Cesario, Khan, Weinstein, Au, Richards, Worlikar, Davis

Chairman's Report

Chairperson Cesario spoke about his move from the PZC to the Village Board as a Trustee.

Committee and Liaison Reports

The liaison provided their report from the last Village Board meeting.

Staff Report/Future Agenda Schedule

Purvis provided a preview of items that will be on the future agenda schedule.

Public Comments and Questions

Adjournment

The meeting was adjourned at 8:59 PM

Action Items

Kelly Purvis

APPROVED BY ME THIS 15th DAY OF March, 2023



Ordinance No. O-2023-53 : Approve an Ordinance Granting a Special Use for a Childcare Center and a Private School in the R-5 District at 1250 Radcliffe Rd

Recommendation of Action

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

SUMMARY: The petitioners are requesting approval of a special use to operate a childcare center and a private preschool/elementary school in the R-5 District at 1250 Radcliffe Rd. The Planning & Zoning Commission unanimously recommended approval.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B. Plan Set (PDF)
- Exhibit C. Draft Minutes PZC April 4, 2023 (PDF)

Trustee Liaison
Pike

Staff Contact
Nicole Woods, Community Development

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 17, 2023

TO: Dane Bragg, Village Manager

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

SUBJECT: 1250 Radcliffe Road - Special Uses to Allow a Childcare Center and a Private Preschool/Elementary School; Silk Road International School – Chicago (SRIS – Chicago)

PROJECT BACKGROUND

Silk Road International School – Chicago (SRIS – Chicago), Inc., owner of the 1250 Radcliff property, is requesting approval of a Special Use to allow a childcare center and a private preschool/elementary school. The existing site is 3.76 acres in area and improved with a vacant 54,000-square-foot building. The property is zoned R-5: One Family Dwelling District.

SITE HISTORY

- In 1972, the site and the building operated as a District 21 public elementary school, named Washington Irving School.
- In 1985, a Special Use was granted to the Jewish Federation of Metropolitan Chicago to operate a Community Center, a Private Child Care Center, and other related activities.
- In 2005, the Village approved a Special Use for Lord's Love Community Church to operate a place of worship, religious education, and accessory uses that included child daycare and small-scale educational programs.
- The building has been vacant for several years.

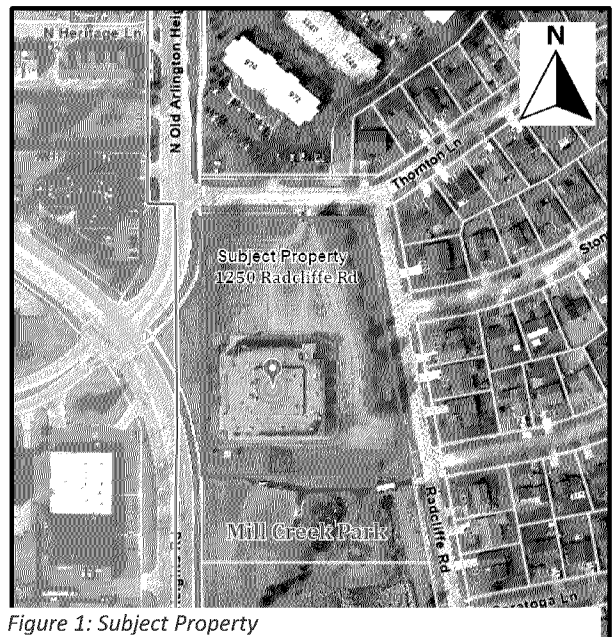


Figure 1: Subject Property

PLANNING & ZONING ANALYSIS

Proposed Use & Operations

- SRIS - Chicago is looking to operate a daycare and prekindergarten through 3rd-grade education and cultural facility with after-school and weekend enrichment programs that will include Kyrgyzstan history classes, cultural lessons, language classes, and other programs.
- The Petitioner has projected an enrollment of 68 students for the upcoming school year. In the future, they anticipate a maximum enrollment of 136 daycare children and 200 pre-K to 3rd-grade students, with 30 staff members.
- The previously approved Special Uses for the site in 1985 and 2005 were approved with the condition that activities in the building shall be operated no earlier than 6:00 am and no later than 10:00 pm. Since the proposed use is similar, Village Staff recommends that the same condition of approval apply.
- The proposed Special Use is consistent with the existing and surrounding uses, as well as the Village's Comprehensive Plan.

Parking and Circulation

- The site currently offers 121 parking stalls, which meets code.
- The Petitioner has provided a traffic analysis from KLOA, who has indicated that the existing traffic facilities can accommodate the proposed use at peak enrollment.
- The Petitioner has provided a drop-off and pick-up plan for when the facility has lower projected enrollment (Plan A) and maximum enrollment (Plan B) Both plans are included in the packet.
- Per the recommendation from KLOA (the petitioner's traffic consultant), the access off Radcliffe Road will be gated, with allowable access for Village emergency vehicles only.

PUBLIC HEARING COMMENTS

Two (2) public comments were given during the April 4th, 2023, PZC meeting. The April 4th PZC minutes are included within the Board Packet.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of the Special Uses for a childcare center and a private preschool/elementary school at 1250 Radcliffe Road, subject to the following conditions:

1. The Special Use is granted to Silk Road International School – Chicago to operate a childcare center and a private preschool/elementary school at 1250 Radcliffe Road, which shall not run with the land.
2. The Special Use granted to the Silk Road International School – Chicago is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.
3. Any incidental or directional signage for the site will be reviewed and administratively approved by Village Staff.
4. The facility and all uses on the property shall operate no earlier than 6:00 a.m. and no later than 10:00 p.m.
5. Parking on the Property shall be managed to minimize impacts on adjacent properties. If the Village determines that ingress or egress to and from the Property needs to be managed to avoid or mitigate traffic congestion on streets adjacent to the Property, Petitioner shall take action to implement the Plan B circulation plan and/or make adjustments as directed by the Village.
6. The Petitioner shall implement the drop-off/pick-up measures as recommended in the KLOA traffic analysis.

RECOMMENDATION

Staff recommends that the Village Board adopt an Ordinance granting approval of the requested Special Uses for a childcare center and a private preschool/elementary school at 1250 Radcliffe Road, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2023 - ____

**AN ORDINANCE APPROVING SPECIAL USES
FOR 1250 RADCLIFFE ROAD
VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS**

**Silk Road International School – Chicago (SRIS – Chicago)
1250 Radcliffe Road**

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

WHEREAS, 1250 Radcliffe Road, Buffalo Grove, IL (“Property”) is a 3.76-acre site in the R-5: One Family Dwelling District which is currently improved with a vacant 54,000 square foot building and is hereinafter legally described in Exhibit A; and,

WHEREAS, Silk Road International School – Chicago (SRIS – Chicago) (“Petitioner”) has filed a petition for a Special Uses to allow a childcare center and a private preschool/elementary school in the R-5: One Family Dwelling District;

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on April 4, 2023, concerning the petition for approval of the Special Uses; and,

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

WHEREAS, the Planning & Zoning Commission voted 5 to 0 to unanimously recommend approval of the requested Special Uses; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed Special Uses are reasonable and will serve the best interests of the Village.

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

- | | |
|-----------|--|
| EXHIBIT A | Legal Description of the Property |
| EXHIBIT B | Plan Set |
| EXHIBIT C | Draft Minutes from the April 4, 2023, Planning & Zoning Commission Meeting |

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

Section 1. This Ordinance is made pursuant to and in accordance with the Village’s Zoning

Ordinance and the Village's Home Rule powers. The preceding whereas clauses are hereby made a part of this Ordinance.

Section 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the Special Uses for the Property at 1250 Radcliffe Road, Buffalo Grove, IL, subject to the following conditions:

1. The Special Uses are granted to Silk Road International School – Chicago to operate a childcare center and a private preschool/elementary school at 1250 Radcliffe Road, which shall not run with the land.
2. The Special Uses granted to the Silk Road International School – Chicago are assignable to subsequent petitioners seeking assignment of the special uses as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Uses, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.
3. Any incidental or directional signage for the site will be reviewed and administratively approved by Village staff.
4. The facility and all uses on the property shall operate no earlier than 6:00 a.m. and no later than 10:00 p.m.
5. Parking on the Property shall be managed to minimize impacts on adjacent properties. If the Village determines that ingress or egress to and from the Property needs to be managed to avoid or mitigate traffic congestion on streets adjacent to the Property, Petitioner shall take action to implement the Plan B circulation plan and/or make adjustments as directed by the Village.
6. The Petitioner shall implement the drop-off/pick-up measures as recommended in the KLOA traffic analysis.

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

This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

Village Clerk

APPROVED:

Beverly Sussman, Village President

EXHIBIT A**Legal Description****Silk Road International School – Chicago (SRIS – Chicago)
1250 Radcliffe Road**

THAT PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 8 66.50 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE NORTH 00 DEGREES 03 MINUTES 37 SECONDS EAST ALONG A LINE PARALLEL TO SAID WEST LINE, 637.42 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 23 SECONDS EAST, 298.50 FEET; THENCE SOUTH 10 DEGREES 31 MINUTES 31 SECONDS EAST, 1205.74 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 59 SECONDS WEST, 143.51 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 01 SECONDS EAST 95.00 FEET; THENCE NORTH 68 DEGREES 12 MINUTES 36 SECONDS WEST, 137.39 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 59 SECONDS WEST, 250.00 FEET TO A POINT 66.50 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE NORTH 00 DEGREES 07 MINUTES 47 SECONDS EAST ALONG A LINE PARALLEL TO SAID WEST LINE 398.80 FEET TO THE POINT OF BEGINNING, WHICH LIES NORTH OF A LINE, PARALLEL TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LINE INTERSECTS THE WEST LINE OF THE ABOVE DESCRIBED PROPERTY 475.0 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.

Street Address: 1250 Radcliffe Road, Buffalo Grove, IL 60089

PIN: 03-08-101-026-0000

5

EXHIBIT B**Plan Set**

**Silk Road International School – Chicago (SRIS – Chicago)
1250 Radcliffe Road**

EXHIBIT C

Minutes from the April 4, 2023, Planning & Zoning Commission Meeting
Silk Road International School – Chicago (SRIS – Chicago)
1250 Radcliffe Road



The mission of Silk Road International School – Chicago is to provide a culturally responsive learning environment and a high-quality educational experience. Our motto is "Culture is Key, Knowledge is Forever."

SRIS-Chicago will launch in 2023 with an enrollment of DayCare children and preKindergarten - 3rd Grade students. The program will combine curricula from Cambridge Assessment International Education and Illinois State Standards. A succinct way to describe the business would be an infant-toddler day care, pre-kindergarten, kindergarten, 1st - 3rd grade elementary school, and weekend activity center.

A typical week of child care services would include the following; children will have engaging activities from early morning into the late afternoon. The activities will be based on the age of the babies/children. This includes playtime, snacks, naps (more frequent for the younger children), physical activities, lunch-time, quiet read/art time, late snack, and games.

Enrollment

Day Care students will be divided into 3 distinct groups; 0-2 years old (28 children), 2-3 years old (28 children), 3-8 years old (40 children), and 8 and older (40 children). The school students will be divided into the 5 grade levels; pre-Kindergarten (40 students), Kindergarten (40 students), 1st Grade (40 students), 2nd Grade (40 students), and 3rd Grade (40 students). In both situations, the groups will be divided into cohorts; 28 will have two cohorts of 14 and 40 will have two cohorts of 20.

We plan for a total of 136 daycare children and 200 Pre-K to 3rd Grade students. With a total of 336 pupils, the arrival and departure times will be different for the daycare and school system. These are maximum enrollment projections for the school and daycare. We will know the extent of enrollment success by the Fall and early Winter of 2023.

Conservative Projection

A conservative projection would say 68 students (50% of max enrollment) in Year 1 (2023). This would mean 1 cohort per group in daycare and 1 cohort per grade-level in the school. This would require only half of the academic and daycare staff. It would not change peak hours, it would reduce the volume.

Based on evaluations from engineers, our day care and elementary school will generate a limited volume of traffic as access to the site should continue to be provided via the full access drive off Thornton Lane. The access drive off Radcliffe Road should be gated at all times and only utilized as an emergency access, if needed.

**Arrival and Departure Times (Peak Hours) SRIS - School**

Arrival and Departure times for School Students: 8:45 AM and 3:35 PM (Mon-Fri)

Arrival and Departure Times (Peak Hours) SRIS - Daycare

Arrival and Departure times for Daycare systems: 6:00 AM and 6:00 PM: (Mon - Fri)

Peak drop-off time: 7:15 to 8:15 AM

Peak pick-up time: 4:30 to 5:30 PM

NOTE: The dismissal peak hour of the elementary school will not overlap with the evening peak hour of the day care center thus providing for good synergy between the two land uses.

Drop Off & Pick-Up Locations:

Drop-off/pick-up of daycare children will occur on the north side of the building. Drop-off/pick-up of elementary school children will occur on the east side of the building with cars stacking along the west, south and east sides of the building. This will minimize traffic conflicts between the two uses especially with daycare parents walking their children to and from the building.

To accommodate our staff of 30 teachers/administrators/custodians, we will provide 30 parking spots for staff. There will be 15 parking spots left for visiting parents/vendors. This requires a total of 45 parking spots to be maintained around our facility.

Arrival & Departure Process:

All vehicles will be required to pull all the way up to the end of the drop-off/pick-up zone before they are allowed to load/unload students. Parents will not be allowed to park in the drop-off/pick-up zones and enter the school. Two SRIS staff members will be stationed along the eastern side of the building. SRIS staff members will also be stationed at the access drive off Thornton Lane when needed to aid vehicles exiting the campus. Vehicles will be moved in groups of three or four once parents have dropped off or picked up their children.

Future of the Site:

Our plan is that the organization will grow into an after-school enrichment & weekend program for all students (preK-12). These programs will consist of Kyrgyzstan History classes, Kyrgyz Cultural lessons, and Kyrgyz language classes. Additional weekend activities will include athletic events/competitions for center teams (wrestling, chess, mathematical Olympiads, etc.). There will be concerts for the komuz players, recitations of the Epic of Manas, poetry recitals, and talent shows. Finally, outside of daycare/school events, there will be plenty of occasions to bring families inside for special holiday celebrations (Nowruz, Kyrgyz Constitution Day, Victory Day, New Years, etc.). SRIS Chicago will be a safe place for families to bring their children to be nourished and educated, as well as a place to find fellowship and community.



Arrival and Departure after school: 3:15 pm - 6 pm (Mon-Fri)

Arrival and Departure for weekend enrichments program: 10:15 pm - 3:00 pm (Sat & Sun)

Administrative Staff:

School Director: 1

Daycare Manager: 1

Daycare Staff:

Teachers per class for 0-2 year olds: 4

Teacher per class for 2-3 year olds: 4

Teacher per class for 3-8 year olds: 4

Teacher per class for 8 and above: 2

School Staff:

Teachers for Pre-K: 2

Kindergarten: 2

1st Grade: 2

2nd Grade: 2

3rd Grade: 2

Total Staff of DayCare and School: 26

Special Use Standards Addressed

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

The property will be used as Educational and Cultural Center for Kyrgyzstan community of surrounding areas. During the day it will be used as a daycare facility and after school programs in the evenings and weekend will provide a space for community events. The property will provide daycare services, which are consistent with demands of residentially zoned neighborhoods. The supervised nature of the daycare and cultural center activities will serve to advance public safety, morals, comfort and general welfare.

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

The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with said special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to will be in harmony with the appropriate, orderly development of the district in which it is located. As specified before the property will be used as Educational and Cultural Center which is very similar to the purpose of the property use before. The property used to be a daycare and school in the past. Majority of the use of the Property will be contained within the structure. Staggered drop-off/pick-up times will not be nuisance nor a burden to the neighborhood.

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

The property will serve as an enrichment center to a community and won't diminish and impair other property valuations with the neighborhood in any way. This property has been vacant for years and proposed use will be similar to the previous. Property is conveniently located with a quick access point from the major intersection and Park District property is located just south from our site. All existing improvements, landscaping buffers and trees will remain and will be maintained to preserve look of the property. Building will go through interior remodeling to comply with current codes and regulations. Any exterior use of the property will involve children and families spending time outside and will be consistent with exterior use of a typical residentially zoned property.

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

No, as previously specified, the property was used as an educational facility in the past, all existing structure will be preserved. Only required improvements will be made to enhance building and the property.

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

Adequate utilities, access roads, drainage, and/or other necessary facilities have been provided with original development. No major improvements are required at this time.

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

Parking areas are adequately sized for the particular special use as this property was used for the similar purpose before. Daycare operation having staggered drop-off and pick-up times will allow to minimize traffic impact and provide safety. Existing parking areas will remain as it is, provided parking lot layout and traffic movement exhibit explains proposed vehicle traffic

REGISTERED LAND SURVEYORS

OF PROPERTY DESCRIBED AS:

8.R.c

[illegible]

Scale: 1" = 40'
 Ordered: Comm. Con. Sch. Dist. 21
 Owner: Wash. Irving Sch.
 Page: 42-11-8D
 Drawn: 
 Job: B27, 4795L
Buffalo Grove

STATE OF ILLINOIS
COUNTY OF KANE ss. MARCH 25, 1985 REC. JUNE 10, 1985

This is to certify that the plat hereon drawn correctly indicated the above described property.

Wang Carlson

Any discrepancy in measurement should be promptly reported to surveyor for explanation or correction.

WE DO NOT CERTIFY AS TO LOCATION OF UNDERGROUND UTILITIES OR UNDERGROUND IMPROVEMENTS

Compare the description on this plat with deed. Refer to deed for easements and building lines.

ALAN J. COULSON, P.C.
REGISTERED LAND SURVEYORS
ILLINOIS — WISCONSIN

ALAN J. COULSON
205 W. MAIN ST.
W. DUNDEE, ILL 60118
PHONE 847-426-2911

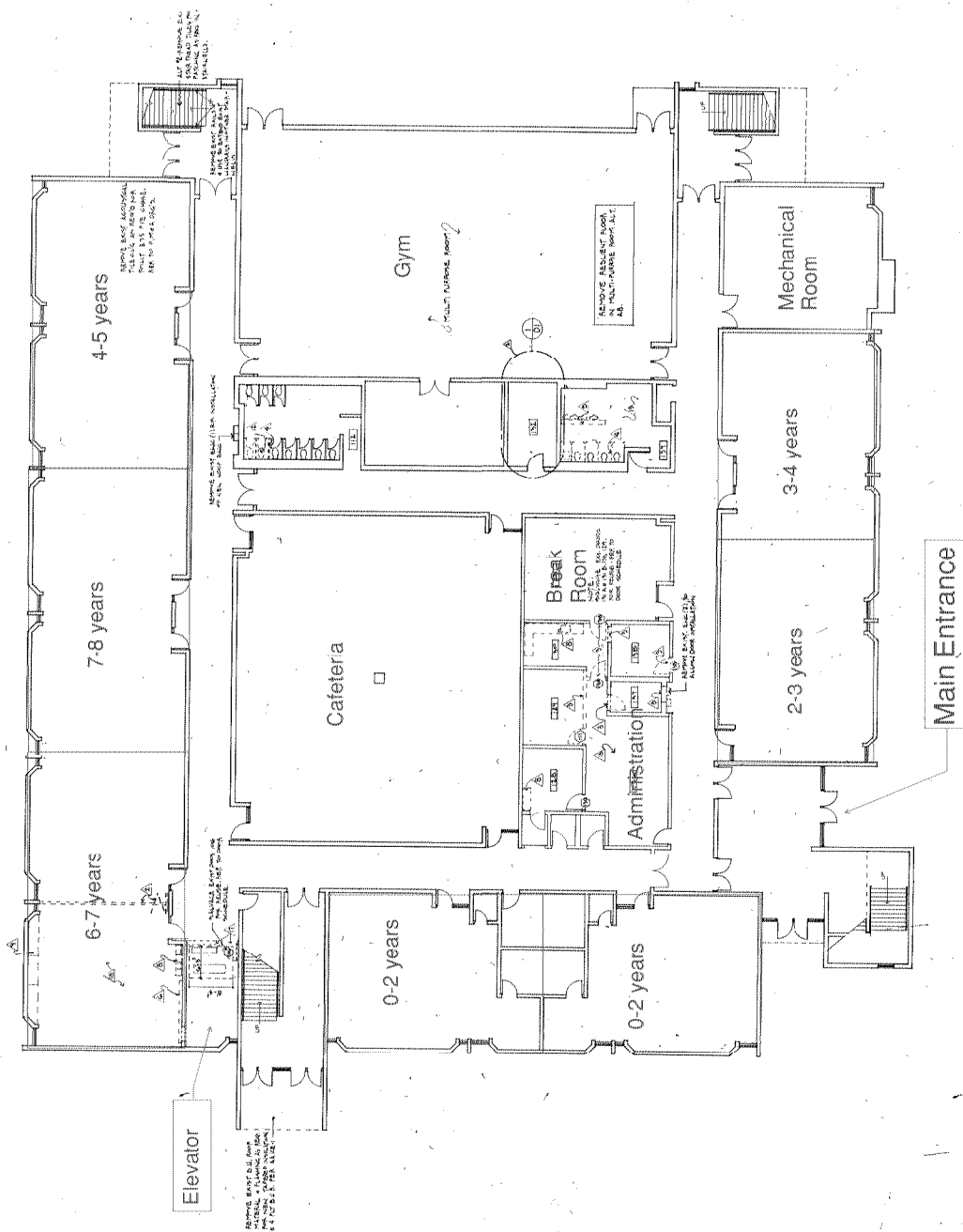
W. DUNDEE, ILL 60118 PHONE 847-426-2911

8. Final Site Plan

No major changes or improvements to be made to the Property. All green area buffers will remain.

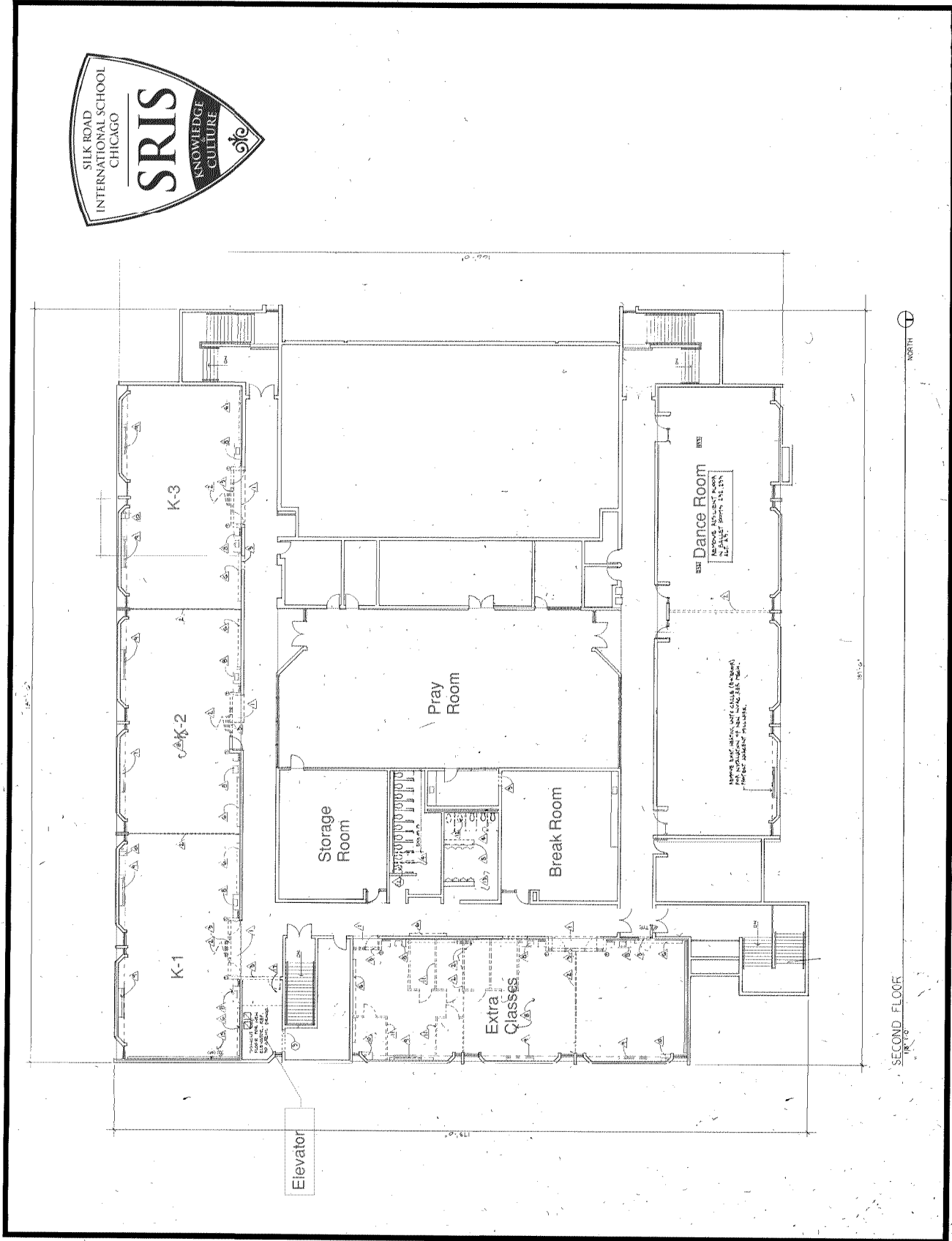
10. Final Signage Package.

Silk Road International School – Chicago (SRIS – Chicago) is planning to reuse the existing signage replacing it with the signage of SRIS - Chicago. No application for a new signage.

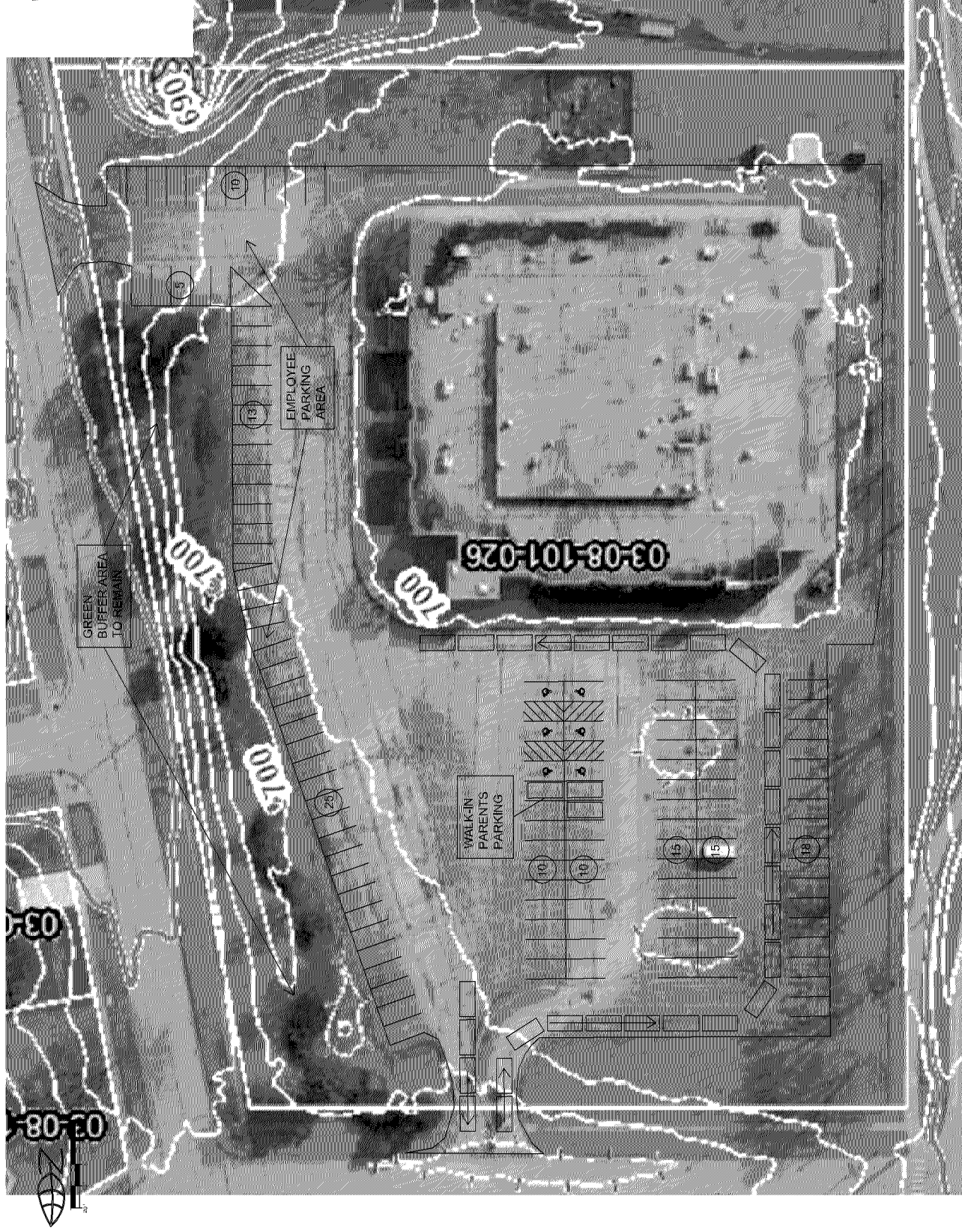


FIRST FLOOR
SCALE: 1/8" = 1'-0"

Q. 1480



Plan A

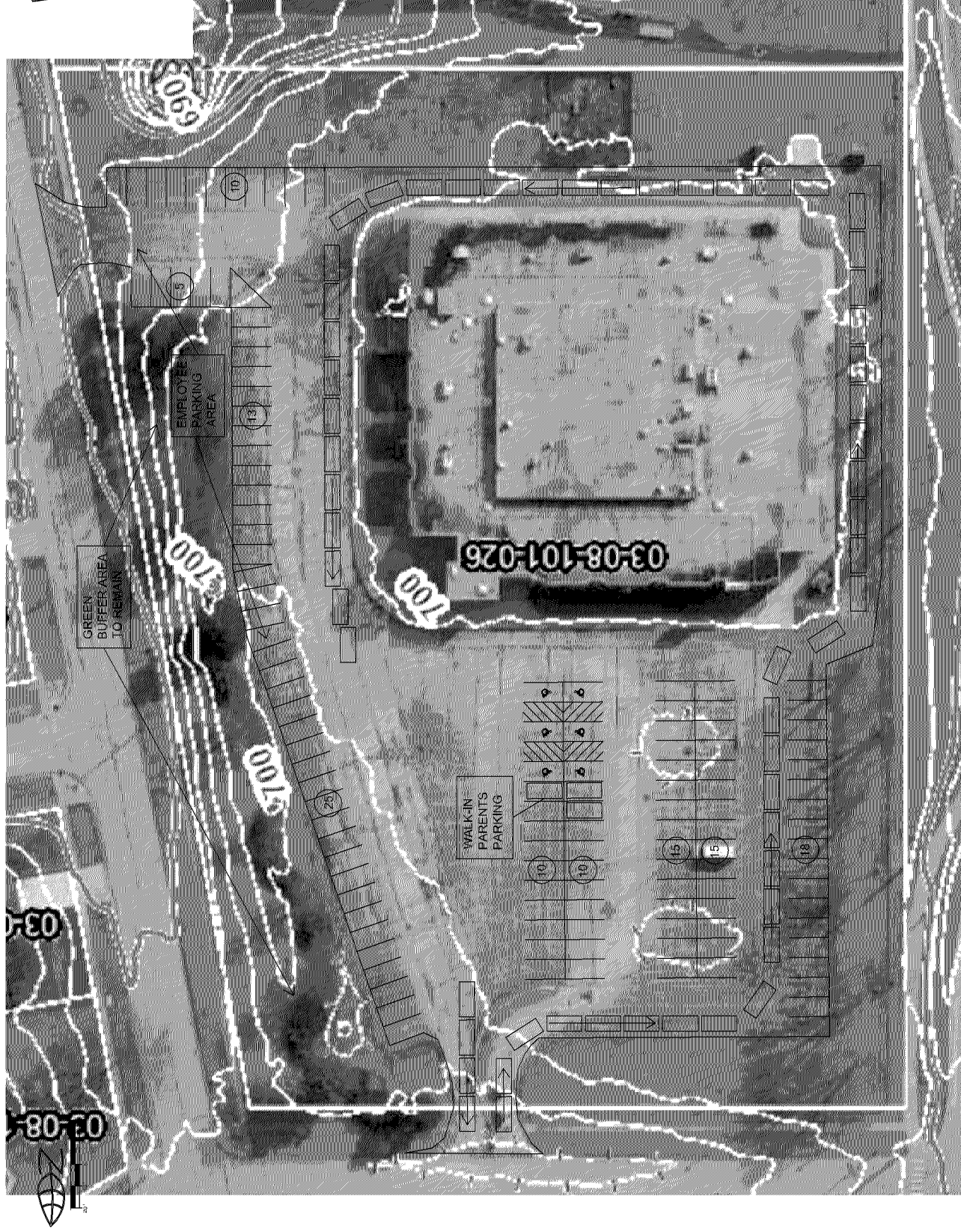


CAR PARKING TABLE
REGULAR CAR PARKING =
EMPLOYEE CAR PARKING =
ADA CAR PARKING =

Attachment: Exhibit B. Plan Set (O-2023-53 : Approve an Ordinance Granting a Special Use for a Childcare

M&M Engineering & Consulting, Inc. Civil Engineering & Consulting 3153 Veterans Road, Suite 100, IL 60032 Phone: (630) 271-0770 Fax: (630) 271-0774 Website: www.mam.com		PROJECT NO. 2023-53 SHEET NO. 1 OF 1 SHEETS PROJECT JOB NO.	
ADDRESS CITY, ILLINOIS		DATE	

Plan B



CAR PARKING TABLE
REGULAR CAR PARKING =
(EMPLOYEE CAR PARKING =
ADA CAR PARKING =

Attachment: Exhibit B, Plan Set (O-2023-53 : Approve an Ordinance Granting a Special Use for a Childcare

M&M Engineering & Consulting, Inc. 315 W. Madison St. Suite 1000 Chicago, IL 60601 Phone: (312) 271-0770 Fax: (312) 271-0774 Website: www.mandm.com		M&M Engineering & Consulting, Inc. 315 W. Madison St. Suite 1000 Chicago, IL 60601 Phone: (312) 271-0770 Fax: (312) 271-0774 Website: www.mandm.com	
ADDRESS CITY, ILLINOIS		PROJECT # JOB NO.	
DATE		SHEET	
1		1	
2		2	
3		3	
4		4	
5		5	
6		6	

MEMORANDUM TO: Medetbek Begmatov
SRIS Holdings LLC

FROM: Javier Millan
Principal

Luay Aboona, PE, PTOE
Principal

DATE: March 14, 2023

SUBJECT: Traffic Impact Statement
Proposed Silk Road International School
Buffalo Grove, Illinois

This memorandum summarizes the results and findings of a traffic impact statement prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed Silk Road International School (SRIS) to be located at 1250 Radcliffe Road in Buffalo Grove, Illinois. The site is located in the southeast corner of the intersection of Old Arlington Heights Road with Thornton Lane and currently contains a vacant building that was previously occupied by the Little University Child Care Center and Canaan Church. As proposed, the existing building will be remodeled and occupied by a daycare center and a school for pre-kindergarten through 3rd grade students. The daycare will have a maximum enrollment of 136 children and the elementary school will have a maximum enrollment of 200 students with a total of 30 staff members. Approximately 121 off-street parking spaces will be provided within the site. Access will continue to be provided via the existing access drives off Thornton Lane and Radcliffe Road.

The purpose of this traffic statement was to estimate the traffic to be generated by the daycare center and elementary school and review the access and circulation system proposed to serve the facility. **Figure 1** shows an aerial view of the site. A copy of the preliminary site plan is located in the Appendix.

Existing Roadway System Characteristics

The characteristics of the existing roadways near the facility are described below.

The site is served by *Thornton Lane* and *Radcliffe Road*. Both roads provide one lane in each direction. Thornton Lane's approach to Old Arlington Heights Road and Radcliffe Road's approach to Thornton Lane are under stop sign control. On-street parking is not allowed on the north side of Thornton Lane and on the west side of Radcliffe Road. Both roads have a posted speed limit of 25 mph and are under the jurisdiction of the Village of Buffalo Grove.

It should be noted that Old Arlington Heights Road is a north-south local roadway that extends from Dundee Road south to Arlington Heights Road where it becomes University Drive. The road, in the vicinity of the site, provides two lanes in each direction and is under traffic signal control at its intersection with Arlington Heights Road. Its intersection with Dundee Road is restricted to three-quarter prohibiting left turns out with outbound movements under stop sign control.



Aerial View of Site

Figure 1

Proposed Development Plan

The site, as previously indicated, is located in the southeast quadrant of the intersection of Old Arlington Heights Road with Thornton Lane. As proposed, the plans call for a daycare center and an elementary school with access to be provided via the two existing access drives (one off Thornton Lane and another off Radcliffe Road).

Site Access

Access to the proposed Silk Road International School will be provided via the following:

- A full-movement access drive off Thornton Lane located approximately 175 feet east of Thornton Lane's stop bar with Old Arlington Heights Road. The access drive provides one inbound lane and one outbound lane. Outbound movements should be under stop sign control.
- An outbound only access drive off Radcliffe Road located approximately 410 feet south of Radcliffe Road's stop bar with Thornton Lane. This access drive should be gated at all times and only be used as an emergency access drive should there be a need for it. Outbound movements should be under stop sign control.

Silk Road International School Characteristics

Below is a summary of the anticipated operation of the daycare and school:

Daycare

- Hours of operation: Monday through Friday from 6:00 A.M. to 6:00 P.M.
- Anticipated maximum enrollment: 136 children.
- Staff population: 14
- Peak drop-off time: 7:15 to 8:15 A.M.
- Peak pick-up time: 4:30 to 5:30 P.M.

Elementary School

- Anticipated arrival and dismissal times: 8:25 A.M. and 3:05 P.M. (Monday through Friday)
- Anticipated maximum enrollment: 200 students.
- Staff Population: 16

Trip Generation Estimates

The number of peak hour vehicle trips estimated to be generated by the proposed daycare and school was estimated based on the "Day Care" (Land-Use Code 565) and the "Elementary School" (Land-Use Code 520) trip rates published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition. **Table 1** summarizes the estimated trips for the peak hours.

Table 1

SILK ROAD INTERNATIONAL SCHOOL PEAK HOUR TRAFFIC VOLUMES

ITE Land-Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Afternoon Peak Hour			Weekday Evening Peak Hour		
		In	Out	Total	In	Out	Total	In	Out	Total
565	Day Care (136 children)	52	46	98	19	21	40	45	51	96
520	Elementary School (200 students)	80	68	148	41	49	90	15	17	32
	Total	132	114	246	60	70	130	60	68	128

Based on the above, the elementary school dismissal time will primarily occur outside the peak hour of pick-up activity of the daycare center. However, a review of the anticipated peak drop-off time for the daycare and the elementary school indicates that there will be an overlap in the morning peak hour trip generation.

In order to spread out the traffic load and minimize the impact on the adjacent roadways during any specific hour, it is recommended that the elementary school day begins at 8:45 A.M. and end at 3:35 P.M. **Table 2** shows the 15-minute anticipated traffic volumes for each land use based on ITE trip generation distribution factors and data from other day care facilities and elementary schools. As can be seen from Table 2 and assuming the recommended shift in the elementary school starting time, there will only be a 15-minute overlap in the drop-off operation of the two proposed uses.

Table 2

15 MINUTE INTERVAL SILK ROAD INTERNATIONAL SCHOOL TRIP ESTIMATES
(ASSUMING 8:45 A.M. STARTING TIME FOR THE ELEMENTARY SCHOOL)

Time	Day Care ¹ (136 children)			Elementary School ² (200 children)			Total
	In	Out	Total	In	Out	Total	
Morning Peak Period							
7:00 – 7:15 A.M.	4	4	8	0	0	0	8
7:15 – 7:30 A.M.	12	10	22	1	0	1	23
7:30 – 7:45 A.M.	14	12	26	3	0	3	29
7:45 – 8:00 A.M.	15	14	29	5	0	5	34
8:00 – 8:15 A.M.	11	10	21	20	17	37	58
8:15 – 8:30 A.M.	7	6	13	22	19	41	54
8:30 – 8:45 A.M.	5	4	9	21	18	39	48
8:45 – 9:00 A.M.	4	3	7	17	14	31	38
Evening Peak Period							
3:00 – 3:15 P.M.	5	5	10	10	12	22	32
3:15 – 3:30 P.M.	5	6	11	11	13	24	35
3:30 – 3:45 P.M.	4	5	9	11	13	24	33
3:45 – 4:00 P.M.	5	5	10	9	11	20	30
4:00 – 4:15 P.M.	7	7	14	5	6	11	25
4:15 – 4:30 P.M.	7	8	15	2	4	6	21
4:30 – 4:45 P.M.	10	11	21	5	6	11	32
4:45 – 5:00 P.M.	12	13	25	4	5	9	34
5:00 – 5:15 P.M.	12	13	25	3	3	6	31
5:15 – 5:30 P.M.	11	14	25	3	3	6	31
5:30 – 5:45 P.M.	5	7	12	0	0	0	12
5:45 – 6:00 P.M.	3	4	7	0	0	0	7
1 – ITE Land Use Code 565 2 – ITE Land Use Code 520							

Traffic Evaluation

Based on a review of Table 2 and given the recommended change in the starting and dismissal times for the elementary school, the dismissal peak hour of the elementary school will not overlap with the evening peak hour of the daycare center, thus providing good synergy between the two land uses. Furthermore, the proposed staggered times will have a maximum outbound demand of 27 vehicles in 15 minutes (8:00 to 8:15 A.M.) which can be accommodated by the single access drive off Thornton Lane and will not have a significant impact on the traffic operations of the adjacent roadway system.

Lastly, given the access drive is located approximately 175 feet east of Thornton Lane's stop bar with Old Arlington Heights Road coupled with the gaps created by the traffic signal at the intersection of Arlington Heights Road with Old Arlington Heights Road and the staggered trip generation, it is anticipated that westbound traffic on Thornton Lane will not back up to the full access drive.

Pick-Up and Drop-Off Operations Evaluation

Daycare

Given the young age of the daycare children, all children will be escorted in and out of the facility. All drop off/pick up of daycare children will occur on the north side of the building where approximately 20 spaces will be designated and signed for drop-off/pick-up operations. Once parents have dropped off/picked up their children and returned to their vehicles, they should exit via the access drive off Thornton Lane.

Elementary School

All drop-off/pick-up of elementary school children will occur on the east side of the building with vehicles entering via the Thornton Lane access drive and proceeding in a counterclockwise direction traveling westbound and then southbound and wrapping around the building's west, south, and east sides. Based on a review of the site plan, this proposed drop-off/pick-up operation will accommodate approximately 53 vehicles internally without spilling onto Thornton Lane.

In order to ensure that the drop-off/pick-up operations are efficient, the following measures are recommended:

- All vehicles should be required to pull all the way up to the end of the drop-off/pick-up zone before they are allowed to load/unload students. Parents should not be allowed to park in the drop-off/pick-up zones and enter the school. Parents needing to visit the school will have to park their vehicle in one of the designated parking spaces for visitors or make alternate arrangements with the school.
- Provide staff to aid in the drop-off/pick-up operation. It is recommended that a minimum of two aides be stationed along the eastern side of the building. This will ensure stacking is being used efficiently and that drivers are moving along the line and reducing any unnecessary queueing.

- Consideration should be given to moving vehicles in groups of three or four once parents have dropped off or picked up their children. Moving vehicles in groups will help speed up the process and ensure that queues are controlled in a more efficient manner.
- The school should educate parents through flyers, e-mails, and the school website regarding the policies and procedures with respect to drop-off/pick-up operations. School officials and the traffic aides will need to enforce these policies and procedures.
- Provide staff at the access drive off Thornton Lane when needed to aid vehicles exiting the site.

Parking Evaluation

The development is proposing to provide 121 off-street parking spaces. These number of parking spaces will exceed the required number of parking spaces per the Village of Buffalo Grove Code.

In order to determine the adequacy of the parking supply, parking ratios published by ITE in the *Parking Generation Manual*, 5th Edition were utilized. Based on Land-Use Code 565 (“Day Care Center”), a parking ratio of 0.24 spaces per student will be required and for Land-Use Code 520 (“Elementary School”), a parking ratio of 0.13 spaces per student will be required. This will translate into a total peak parking demand of 59 vehicles, which can easily be accommodated by the proposed number of parking spaces.

Conclusion

Based on the preceding evaluation, the following conclusions and recommendations have been made:

- The proposed day care and elementary school will generate a limited volume of traffic.
- Access to the site should continue to be provided via the full access drive off Thornton Lane. The access drive off Radcliffe Road should be gated at all times and only utilized as an emergency access, if needed.
- To minimize the overlap with the daycare traffic, it is recommended that the elementary school starting time be at 8:45 A.M. and the dismissal time at 3:35 P.M.
- Given the recommended change in the starting and dismissal times for the elementary school, only a 15 minute overlap will occur during the morning peak hour. Conversely, the dismissal peak hour of the elementary school will not overlap with the evening peak hour of the day care center thus providing for good synergy between the two land uses.
- All drop-off/pick-up of daycare children will occur on the north side of the building.
- All drop-off/pick-up of elementary school children will occur on the east side of the building with cars stacking along the west, south and east sides of the building.
- The recommended drop off and pick up locations will minimize traffic conflicts between the two uses especially with daycare parents walking their children to and from the building.
- All vehicles should be required to pull all the way up to the end of the drop-off/pick-up zone before they are allowed to load/unload students. Parents should not be allowed to park in the drop-off/pick-up zones and enter the school.
- Provide staff to aid in the drop-off/pick-up operation. It is recommended that a minimum of two aides be stationed along the eastern side of the building.
- Consideration should be given to moving vehicles in groups of three or four once parents have dropped off or picked up their children.
- The school should educate parents through flyers, e-mails, and the school website regarding the policies and procedures with respect to drop-off/pick-up operations. School officials and the traffic aides will need to enforce these policies and procedures.
- Provide staff at the access drive off Thornton Lane when needed to aid vehicles exiting the site.
- The proposed number of parking spaces will be more than adequate to accommodate the projected peak parking demand.

Appendix

RE: 1250 Radcliffe, Traffic Report - Follow-up Questions

Karolina Ringys <carolina@ariaconsult.us>

Wed 3/22/2023 9:56 AM

To: Andrew Binder <ABinder@vbg.org>

Andrew,

Please see responses below:

1. Is there a reason for the change of the drop-off route?

Recommendation to change the route was primarily to minimize conflicts between cars dropping off and picking up school kids vs parents walking their kids to and from the daycare.

2. If Drop-off 'Plan A' will be in operation when school begins, would the plan or route be sufficient for the projected 68 students in Year 1, as noted in the narrative?

Given the low enrollment projection in Year 1, Plan A should be sufficient.

3. For Drop-off 'Plan A', do you see any conflicts or concerns?

The low volume of traffic and use of staff to direct vehicles and pedestrians will minimize the conflicts.

4. For Drop-off 'Plan B', once there are more students within the School, do you feel the width of the drive route around the building is adequate? I believe the width is around 16'.

A 16-foot wide one way drive aisle will be sufficient to accommodate the traffic.



Karolina Ringys, CEO

(708) 789-2625

www.ariaconsult.us

Carolina@ariaconsult.us

1020 Milwaukee Ave Ste. 240

Deerfield, IL 60015

Follow us! FB: @AriaConsultingUS

Instagram: aria_consult

From: Andrew Binder <ABinder@vbg.org>

Sent: Wednesday, March 22, 2023 8:12 AM

04/4/2023

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON TUESDAY, APRIL 4, 2023**

Call to Order

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

Public Hearings/Items For Consideration

1. Consideration of a Petition for Approval of a Zoning Map Amendment from R-1 District Zoning to R-7 District Zoning, a Plat of Subdivision, a Special Use for Residential Planned Unit Development and a Preliminary Plan to Allow the Construction of a 12-Unit Townhome Development on the Property at 400 Lasalle Lane, to be Called Park Place Townhomes. (Trustee Ottenheimer) (Staff Contact: Kelly Purvis)

Purvis, Deputy Community Development Director, provided a background on the petition for the subject property at 400 Lasalle Lane.

Goodman, president of the Huron Group, was sworn in.

Goodman provided a brief background on the subject property for the 12-unit townhome planned development.

Com. Richards asked the petitioner to walk through the landscape plan provided.

Goodman talked through the landscape plan for the attached homes. Goodman said he will be working with staff on additional landscape.

Com. Richards asked if there would be fencing.

Goodman said they are not proposing any fencing at this time. Com. Moodhe asked staff about outlots.

Purvis provided information about the utilities and maintenance of the property.

Com. Moodhe asked staff about outlot B and asked if it is in the Village's interest to maintain the utilities.

Sianis, Village Civil Engineer II, explained the retention of the outlot B and how the transmission of water occurs between the Village and the Water Commission.

Com. Moodhe asked about water buildup concerns on the subject property.

Sianis said he heard that the site can get swampy. They have asked the petitioner to add storm sewers within the area to mitigate the issue.

Com. Moodhe asked if the culvert will be maintained. Sianis said yes it will be maintained.

Com. Moodhe asked if the plans are any higher than the buildings to the south. Goodman said it is a 35-foot limit.

Purvis said the proposed height of the structures is permitted, and the proposed townhomes will be two-stories, similar to the single-family homes to the south.

Com. Moodhe asked if the developer will be using the same materials to construct the townhomes to create a similar look of the neighborhood.

04/4/2023

Goodman said they generally use siding. The general look and feel will match the neighborhood surroundings.

Com. Moodhe asked if the petitioner took into consideration the fact that neighbors will now have to look at townhomes in an area that has been open for a long time.

Goodman said they are looking to help improve the parcel and the value of other surrounding properties.

Com. Moodhe asked if there are any variations.

Purvis said it is completely compliant with the R-7 District and Residential PUD requirements.

Com. Moodhe asked if there would be variations if it was not rezoned. Purvis explained the zoning requirements for R-7 vs R-1.

Com. Spunt asked the petitioner if construction would create disturbance to the road.

Goodman said it will not create too much disturbance to the current road. The company does a good job to keep the streets clean.

Com. Spunt asked what their construction hours will be.

Goodman said their construction hours will comply with the village construction hours ordinance.

Com. Davis asked about the spacing of the project.

Purvis said there is a 30-foot rear yard setback from the property line to the building.

Com. Moodhe asked for further clarification of the setback.

Purvis said it is compliant with the R7 zoning district. R-1 zoning would require a 40-foot setback. Com. Moodhe asked if they could go over the time frame of the project.

Goodman provided a timeline for the build.

Com. Moodhe asked what they were going to use for a sale center. Goodman said there would be no onsite sales center.

Com. Weinstein referenced packet page 29.

Com. Weinstein asked the petitioner if they wanted to add to the existing testimony related to the standards for the Planned Unit Development.

Goodman said they have outlined clear answers to the questions for the PUD.

Com. Weinstein entered the Village staff report as exhibit 1 and the two written public emails as exhibit 2.

Goodman thanked the Commission for their time. The Public hearing closed at 8:01 PM.

Com. Moodhe made a motion to recommend approval of a Zoning Map Amendment (rezoning to R-7 Dwelling District), Subdivision Plat, Special Use for Residential Planned Unit Development, and Preliminary Plan all to accommodate the construction of a new 12-unit townhome development at 400 Lasalle Lane, subject to the following conditions:

04/4/2023

1. *The proposed development shall be developed in substantial conformance with the plans attached as part of the petition.*
2. *The Final Engineering plans shall be submitted in a manner acceptable to the Village Engineer.*
3. *The Final Plat of Subdivision shall be submitted in a manner acceptable to the Village Engineer and Village Attorney.*

Com. Richards seconded the motion.

Com. Moodhe spoke in favor of the motion. Com. Weinstein spoke in favor of the motion.

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

2. Consider a Petition to the Village of Buffalo Grove for an Amendment to Special Use Ordinance No. 1989-83 and Preliminary Plan Approval to Allow the Construction of a Cricket Pitch Within the Existing Park at 3050 N Main Street. (Trustee Ottenheimer) (Staff Contact: Andrew Binder)

Binder, Associate Planner, provided a background on the subject property at 3050 N. Main Street.

Petitioners were sworn in.

Altenberg, Supervisor of Vernon Township, provided additional background information on the subject property and the proposed Cricket Pitch.

Com. Richards asked the petitioners how the Cricket field will impact the existing baseball field.

Wiess, Strategic Projects Coordinator for Vernon Township, reviewed the setup of the fields.

Com. Moodhe asked staff about the special use and the purpose of the public hearing due to the fact Cricket would be considered recreation.

Brankin, Village Attorney, explained the purpose of the amendment to a SUP due to the current ordinance with the property. A public hearing is required.

Purvis, Deputy Community Development Director, provided additional examples of what has been done in the past.

Com. Weinstein referenced packet page 39.

Com. Weinstein asked if they would like to add or supplement to the provided responses.

Altenberg said they have nothing additional to add to their testimony. Com. Weinstein entered the Village staff report as exhibit one.

Scott Broman, Resident at 2895 Whispering Oaks Drive, questioned the location of the cricket pitch. They are concerned about the use of land that is not currently being used next to the current baseball fields.

04/4/2023

Binder referenced packet page 36.

Altenberg said they will not have the cricket pitch in the area that is currently not in use.

Resident at 2930 Roslyn Lane asked if there is noise as the result of the construction of the Cricket Pitch and asked when the construction will occur.

Petitioner spoke to the details of the construction.

Jorge Valentine, a Chicago Resident, voiced their concern over the addition of the cricket pitch to the current baseball field. They believe this is a unique field that you cannot find, and they were planning to rent the field for their baseball league.

Wiess spoke to the choice of the placement for the cricket pitch. The petitioner also explained that the only change will be to the baseball mound.

Com. Moodhe asked Gowri Magati to spoke to the demand for the Cricket Pitch. Magti provided information on the demand that has been voiced for the Cricket Pitch. The public hearing closed at 8:25 PM.

Com. Moodhe made a motion to recommend approval to the Village Board for the Amendment to Special Use Ordinance No. 1989-83 and Preliminary Plan Approval to allow the construction of a Cricket Pitch within the existing park at 3050 N Main Street, subject to the following conditions:

- 1. The proposed development shall be developed in substantial conformance with the plans attached and in accordance with Section 16.20.070 of the Development Ordinance.*
- 2. The Special Use is granted to Vernon Township for the construction of a Cricket Pitch at 3050 N Main Street, which shall not run with the land.*
- 3. The Special Use granted to the Vernon Township is assignable to subsequent petitioners seeking assignment of this special use as follows:*
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.*
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.*

Com. Richards seconded the motion Com. Richards spoke in favor

Com. Moodhe spoke in favor

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

- 3. Consider a Petition to the Village of Buffalo Grove for Special Uses to Allow a Childcare Center and a Private Preschool/Elementary School in the R-5: One Family Dwelling District at 1250 Radcliffe Road. (Trustee Johnson) (Staff Contact: Andrew Binder)*

Binder, Associate Planner, provided background on the subject property at 1250 Radcliffe Road for a special use to allow for a childcare center and a private preschool/elementary school.

04/4/2023

Petitioners were sworn in.

Petitioner provided additional detail on the subject property.

Begmatov spoke to the use of the property, detailing the changing demographics in the area.

Com. Moodhe asked the petitioner if there is a need.

Begmatov said they would not limit who can enroll in the school; however, there is a population and demand for enrollment.

Com. Moodhe asked staff if there have been code issues with the current building onsite.

Binder said there have been many code issues both outside and inside the structure due to the long vacancy of the building.

Begmatov spoke to the interior of the building and the cosmetic changes they plan to make to bring the building up to code.

Com. Richards asked staff of the focus of the hearing.

Binder explained that Special Use Permits are void after a year. Com. Richards asked about future use of the property.

Binder explained the process.

Com. Davis asked about the timeline.

Begmatov spoke to the phases of the project with the hope of obtaining occupancy by July.

Com. Weinstein asked from what areas they are expecting to attract enrollment from.

Begmatov spoke to the demand within Cook County. Com. Weinstein asked about traffic patterns.

Binder spoke to the two traffic pattern options to help mitigate any potential traffic issues. He also reviewed the traffic pattern of the previous use.

Com. Weinstein spoke to the historical use in 2005.

Com. Weinstein said he think there needs to need some screening for the lights from cars as they move through the drop-off line.

Com. Weinstein asked when they anticipate to be at full enrollment. Begmatov said within 4 years.

The Village staff report entered as exhibit one.

Megan Bumgardner, resident at 924 Thornton Lane, spoke in favor of the organization coming to the community, but spoke to their concern of traffic issues with the 6 am start time.

Craig Horwitz, resident at 883 Stoneridge Lane voiced his concern about the special use and the hours of operation.

Com. Weinstein reference packet page 58.

Com Weinstein asked the petitioners to confirm the hours of operations listed for the weekend are 10:15 AM - 3:00 PM.

04/4/2023

Begmatov said that is correct.

Com. Moodhe reference packet page 93.

Com. Moodhe commented on the hours listed are similar to what is being proposed. The petitioners thanked the Commission for their time.

The public hearing was closed at 9:01 PM.

Com. Moodhe made a positive recommendation to the Village Board for Special Uses for a childcare center and a private preschool/elementary school at 1250 Radcliffe Road, subject to the following conditions:

1. *The Special Use is granted to Silk Road International School - Chicago to operate a childcare center and a private preschool/elementary school at 1250 Radcliffe Road, which shall not run with the land.*
2. *The Special Use granted to the Silk Road International School - Chicago is assignable to subsequent petitioners seeking assignment of this special use as follows:*
 - a. *Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.*
 - b. *Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.*
3. *Any incidental or directional signage for the site will be reviewed and administratively approved by Village staff.*
4. *The facility and all uses on the property shall operate no earlier than 6:00 a.m. and no later than 10:00 p.m.*
5. *Parking on the Property shall be managed to minimize impacts on adjacent properties. If the Village determines that ingress or egress to and from the Property needs to be managed to avoid or mitigate traffic congestion on streets adjacent to the Property, Petitioner shall take action to implement the Plan B circulation plan and/or make adjustments as directed by the Village.*
6. *The Petitioner shall implement the drop-off/pick-up measures as recommended in the KLOA traffic analysis*

Com. Richards seconded the motion. Com. Spunt spoke in favor of the motion. Com. Davis spoke in favor of the motion.

Com. Moodhe spoke in favor of the motion. Com. Weinstein spoke in favor of the motion.

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

4. Consider a Petition to the Village of Buffalo Grove for Special Uses in the Industrial District (I) for a Motor Freight Terminal and Outside Storage at 1011 Asbury Drive. (Trustee Pike) (Staff Contact: Andrew Binder)

04/4/2023

Binder, Associate Planner, provided background on the subject property at 1011 Asbury Dr.

Petitioners were sworn in.

Posloweki, owner and operator of Coast Connection Inc., explained the updates they would like to make to the current location in addition to landscape screening.

Posloweki explained the direction the trucks would take to leave the facility, which would not impact or have any interaction with residential areas.

Com. Richards asked the petitioners about the outdoor storage. Posloweki, said the outside storage is for vehicles only, no materials. Com. Richards asked about security on the property.

Posloweki, talked through the security measures for the property, noting they run normal business hours and lock gates during the evening.

Com. Moodhe asked the petitioner about the need for the additional dock. Posloweki, explained the need for their business.

Com. Moodhe commented in favor of the vinyl fence. Com. Weinstein reference packet page 112.

Com. Weinstein asked if they wanted to add to their written testimony. Posloweki thanked the Commission and staff for their time.

Com. Weinstein entered the Village staff report as exhibit one.

Laura Weiss, with GP Investment Holdings at 900 Corporate Grove Drive, voiced their concerns about the truck traffic in the industrial park itself.

Posloweki spoke to the direction their trucks will take to exit onto Milwaukee. The public hearing closed at 9:21 PM.

Com. Moodhe made a positive recommendation to the Village Board to allow Special Uses for a Motor Freight Terminal and Outside Storage at 1011 Asbury Drive, subject to the following conditions:

1. *The Special Use is granted to Coast Connection, LLC to operate a Motor Freight Terminal and Outside Storage at 1011 Asbury Drive, which shall not run with the land.*
2. *The Special Use granted to the Coast Connection LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:*
 - a. *Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.*
 - b. *Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.*
3. *Any incidental or directional signage for the site will be reviewed and administratively approved by Village staff.*
4. *The fence, landscaping, and parking lot screening shall be maintained by the property owner or tenant in perpetuity.*

04/4/2023

Com. Richards seconded the motion. Com. Spunt spoke in favor of the motion. Com. spoke in favor of the motion.

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

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Mar 15, 2023 7:30 PM

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

Chairman's Report

Committee and Liaison Reports

Com. Moodhe provided his committee liaison report from the Village Board meeting he attended.

Staff Report/Future Agenda Schedule

Purvis provided the commission with items that are anticipated to be on future agenda schedules.

Public Comments and Questions

Adjournment

The meeting was adjourned at 9:27 PM

Kelly Purvis

APPROVED BY ME THIS 4th DAY OF April, 2023



Ordinance No. O-2023-54 : Ordinance Authorizing the Village Manager to Pay Leider Association Fees

Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board authorize the Village Manager to pay association fees for the property located at 1650 Leider Lane at a price not to exceed \$119,755.50.

ATTACHMENTS:

- Leider Lane Association Dues Memo (DOCX)
- Leider Lane Association Ordinance (DOCX)
- Pages from Leider Assn 2023 Budget - FINAL (PDF)

Trustee Liaison
Smith

Staff Contact
Jim Warnstedt, Public Works

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 13, 2023

TO: Dane C. Bragg, Village Manager

FROM: Jim Warnstedt, Assistant Director of Public Works

SUBJECT: Leider Lane Association Dues

Recommendation

Staff recommends the Village Board authorize the Village Manager to pay association fees for the property located at 1650 Leider Lane at a price not to exceed \$119,755.50.

Background Information

As property owner of 1650 Leider Lane, the Village of Buffalo Grove is a member of the Leider Lane Association. As part of the Association, the Village has representation on the Board of Directors, which meets quarterly. The main function of the Association is to preserve and maintain the common property areas. The Association is professionally managed by Hiffman National, a large-scale commercial property management firm. Hiffman manages the maintenance contracts for the Association, along with invoicing the property owners. The Leider Lane Association dues are billed quarterly, and cover property insurance and maintenance of the easements and common areas. The maintenance activities include landscaping, mowing, watering, weeding, fertilizing, street sweeping, and snow and ice control. Major maintenance activities include replanting, rebuilding retaining walls, pavement maintenance, concrete replacement, and storm sewer repair. The association dues also cover electricity for lighting and water for the landscaped areas.

A long-term strategy of the Village is to self-perform a portion of the maintenance activities, which will reduce the overall Association dues in the future. Village staff held conversations with Hiffman and the Board of Directors, and they were open to this idea as the 2-year contracts wind down. Once the new Public Works facility is complete and operations staff have moved in, the Village will be well positioned to assume maintenance of several Association contracts.

Attachment: Leider Lane Association Dues Memo (O-2023-54 : Leider Lane Association Dues)

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO PAY LEIDER ASSOCIATION FEES

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

WHEREAS, the Village of Buffalo Grove Public Works Department is currently obligated to pay Association fees for the facility at 1650 Lieder lane; and

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

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

SECTION 2. The Village Manager is authorized to pay association fees for the property located at 1650 Lieder lane, at a price not to exceed \$119,755.50 each year.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Leider Lane Association Ordinance (O-2023-54 : Leider Lane Association Dues)

Prepared For: Pritzker Realty Group
 Prepared By: NAI Hiffman
 Property ID: 1
 Property RSF: 100

Software: Kardin Budget System
 Version: 42.10
 File: Leider Association 2023 Budget.cm
 Date: 2/1/2023 4:40:03 PM
 Page: 1 of 8

NAI Hiffman

Leider Lane Association - 2023 Budget 2023 Operating Expense Estimate

Suite:	1650	Lease RSF:	173,533	Commencement Date:	1/1/2021
Tenant:	1650 Leider	Pro-Rata Share:	25.0000%	Expiration Date:	12/31/2023
		Base Stop:	0.00	Base Year:	N/A

Reimbursement Method: NNN Current Expense Code: 2023Budget-Easement CAM

Reimbursement Type: Easement RSF: 100

Current Year Expenses:	46,055.54	460.56
Base Yr Expenses:	0.00	0.00
Difference:	46,055.54	460.56
Pro-Rata Share / Lease RSF:	25.0000%	N/A
Tenant's Share:	11,513.89	0.07
Monthly Amount:	959.49	
Months of Occupancy:	12.0000	
Total Tenant Reimbursement:	11,513.89	

Attachment: Pages from Leider Assn 2023 Budget - FINAL (O-2023-54 : Leider Lane Association Dues)

Prepared For: Pritzker Realty Group
 Prepared By: NAI Hiffman
 Property ID: 1
 Property RSF: 100

Software: Kardin Budget System
 Version: 42.10
 File: Leider Association 2023 Budget.cm
 Date: 2/1/2023 4:40:03 PM
 Page: 2 of 8

NAI Hiffman

Leider Lane Association - 2023 Budget 2023 Operating Expense Estimate

Suite:	1650	Lease RSF:	173,533	Commencement Date:	1/1/2021
Tenant:	1650 Leider	Pro-Rata Share:	34.0000%	Expiration Date:	12/31/2023
		Base Stop:	0.00	Base Year:	N/A

Reimbursement Method: NNN Current Expense Code: 2023Budget-CAM

Reimbursement Type: CAM RSF: 100

Current Year Expenses:	286,337.50	2,863.38
Base Yr Expenses:	0.00	0.00
Difference:	286,337.50	2,863.38
Pro-Rata Share / Lease RSF:	34.0000%	N/A
Tenant's Share:	97,354.75	0.56
Monthly Amount:	8,112.90	
Months of Occupancy:	12.0000	
Total Tenant Reimbursement:	97,354.75	

Attachment: Pages from Leider Assn 2023 Budget - FINAL (O-2023-54 : Leider Lane Association Dues)



**Ordinance No. O-2023-55 : Ordinance Authorizing a Payment to
Berger Excavating for an Emergency Sanitary Sewer Repair**

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the Berger Excavating payment at a total cost of \$202,307.49, subject to review and approval by Village Attorney for emergency sewer repair services on Hintz Rd in early March 2023.

ATTACHMENTS:

- Berger Memo (DOCX)
- Berger Ordinance (DOCX)
- BG.23.02 - March 2023 Water Main Collapse Repair (PDF)

Trustee Liaison
Smith

Staff Contact
Kyle Johnson, Engineering

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 13, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: Berger Excavating Emergency Sewer Repair

Staff Recommendation

Staff recommends approval of the Berger Excavating payment at a total cost of \$202,307.49, subject to review and approval by Village Attorney.

Overview

On March 1st, 2023, the Village was notified of a sanitary sewer overflowing on Old Buffalo Grove Road north of Hintz Road. Upon immediate investigation we found that the overflow was the result of a failure near the Village's connection to the Metropolitan Water Reclamation District of Greater Chicago's (MWRD) interceptor sewer. Efforts were made remove the blockage through a means that did not involve excavation, but it quickly became clear that would not be an option.

Knowing the excavation would be approximately 35 feet deep, Village forces would be unable to complete the repair independently. Berger Excavating was contacted by staff, as they have shown a proficiency with work like this on our Lift Station project as well have been a great partner in the Infrastructure Modernization Program.

Berger Excavating worked directly with Village staff, and the other agencies involved, to make a full and final repair of the sewer failure. Their work met all the emergency permit requirements of both MWRD and the Cook County Department of Transportation and Highways. Additionally, the repair made was not a temporary fix requiring more attention in the future.

ORDINANCE 2023-_____**AN ORDINANCE AUTHORIZING A PAYMENT TO BERGER EXCAVATING FOR AN EMERGENCY SANITARY
SEWER REPAIR**

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

WHEREAS, the Village seeks to make payment to Berger Excavating for their efforts toward a sewer repair on an emergency basis in March 2023, subject to final review and approval by the Village Attorney,

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

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

SECTION 2. The Village Manager is authorized to make payment to Berger Excavating for their efforts toward a sewer repair on an emergency basis in March 2023 at a price of \$202,307.49, subject to final review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Berger Ordinance (O-2023-55 : Berger Excavating Emergency Sewer Repair)



1205 Garland Rd.
Wauconda, IL 60084
(847) 526-5457

Customer

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

Invoice # BG.23.02

Invoice Date 3/31/2023

Job # 2301

Misc Jobs

Description	Unit Price	Quantity	Unit	Amount
March 2023 - Water Main Collapse Repair	202,307.49	1.00	LS	202,307.49

Total Invoice 202,307.49

Less Retention 0.00

Net Due This Invoice 202,307.49

Attachment: BG.23.02 - March 2023 Water Main Collapse Repair (O-2023-55 : Berger Excavating Emergency Sewer Repair)

ALWAYS AT THE **READY**



Via of Buffalo Grove

Plus: Workman's Compensation Ins.				
Public Liability and Property Damage Insurance, excluding payroll of Truck Drivers	15.5200%	OF	\$	26,958.69
				\$4,183.99
Federal Unemployment Tax on first \$7,000 to each worker	3.4633%	OF	\$	23,096.65
				\$ 799.91
State Unemployment Tax on first \$12,960 to each worker	6.0000%	OF	\$	3,944.29
				\$ 23.67
Federal Social Security Tax	8.1500%	OF	\$	15,237.25
				\$1,241.84
	7.6500%	OF	\$	39,219.27
				\$3,000.27
Total of Payroll Additives			\$	9,249.68
Plus 10%			\$	924.97
			\$	10,174.65
Labor Total			\$	88,005.57

J:\2023 JOBS\2301 - Misc Job\8 - Pay Estimates-Billing\Buffalo Grove Collapse\2301 - Village of Buffalo Grove Collapse 1

Packet Pg. 347

Packet Pg. 347

Equipment Expense	26	27	28	1	2	3	4	Total Hrs	Rate	Amount
Foreman Truck				18	41.5	74	34	167.5	\$ 38.02	\$ 6,368.35
John Deere 345 Backhoe				7				7	\$ 165.75	\$ 1,160.25
Cat 938 Loader				7	17.5	17	8	49.5	\$ 85.18	\$ 4,216.41
Komatsu 490 Backhoe						24	13.5	55.5	\$ 268.79	\$ 14,917.85
Semi Trailer Truck				12	34.5	20.5	6	73	\$ 104.90	\$ 7,657.70
Lowboy				5.5	9.5	3		18	\$ 128.01	\$ 2,304.18
Vac Truck				2		7		7	\$ 106.13	\$ 742.91
8 x 16 Trench Box qty 2 (per day rate)					1	1		2	\$ 300.00	\$ 600.00
8 x 12 Trench Box (per day rate)					1	1		2	\$ 300.00	\$ 600.00
10 x 12 Trench Box (per day rate)					4	4		8	\$ 250.00	\$ 2,000.00
10 x 12 Road Plates qty 4 (per day rate)					6	14		20	\$ 200.00	\$ 4,000.00
3 x 20 Steel Sheeting (per day rate)				4				4	\$ 45.00	\$ 180.00
2' x 2' Gas Pump										\$ 44,547.65
Materials Used	Qty	Unit	Cost							
Concrete - Prairie Invoice # 890894688	1	LS	\$3,604.50	per LS		\$	3,604.50			
Ca-6 Import	63	TN	\$ 22.00	per TN		\$	1,386.00			
Ca-7 Import	63	TN	\$ 26.00	per TN		\$	1,638.00			
Wash Stone Import	241	TN	\$ 26.00	per TN		\$	6,266.00			
16" Non Shear Mission-Directly Billed to Village	1	EA		per EA		\$	-			
16" Hymax-direct Directly Billed to Village	1	EA		per EA		\$	-			
16" Ductile Iron Pipe-MAW 213516A	20	FT	\$ 112.00	per FT		\$	2,240.00			
20" Ductile Iron Pipe-MAW 213516A	20	FT	\$ 141.00	per FT		\$	2,820.00			
20 x 16 Ductile T-MAW 213516A	1	EA	\$3,795.00	per EA		\$	3,795.00			
16" Ductile 90 Bend-MAW 213516A	1	EA	\$1,393.00	per EA		\$	1,393.00			
21" Non Shear 18X18 Concrete	1	EA	\$ 435.00	per EA		\$	435.00			
21" Non Shear - 18x18 Clay	1	EA	\$ 475.00	per EA		\$	475.00			
Ferroc Bushing	1	ea	\$ 215.00	per EA		\$	215.00			
16" Ductile Flanges-MAW 213516A	3	EA	\$ 95.00	per EA		\$	285.00			
20" Ductile Flanges-MAW 213516A	2	EA	\$ 187.00	per EA		\$	374.00			
Plywood	1	ls	\$ 160.18	ls		\$	160.18			
Mortar	5	EA	\$ 8.50	per EA		\$	42.50			
Brick	50	EA	\$ 0.65	per EA		\$	32.50			
Subtotal materials						\$				
Plus 15%			\$25,161.88			\$	25,161.88			
Total materials						\$	3,774.25			
Subcontractors & Dump Fees Expense						\$	28,935.93			
Dirt Dump to BEC	6	LD				\$				
Vac Truck Dump - Hard to Handle	1	LD	\$ 100.00	per		\$	600.00			
Subtotal Subcontractor			\$ 200.00	per		\$	200.00			
Plus 5% of			\$ 40.00	=		\$	800.00			
Total						\$	40.00			
						\$	840.00			
Total Labor						\$				
Total Equipment Expense						\$	88,005.57			
Total Materials						\$	44,547.65			
Total Subcontractors						\$	28,935.93			
Total						\$	840.00			
						\$	162,329.15			
						\$	-			
						\$	-			
Total Force Account						\$	162,329.15			

I hereby certify that the materials entered on this force account bill which were taken from stock are shown at our cost.

Berger Excavating Contractors, Inc.



Attachment: BG.23.02 - March 2023 Water Main Collapse Repair (O-2023-55 : Berger Excavating

Berger Excavating Contractors, Inc.

J:\2023 JOBS\2301 - Misc Job\8 - Pay Estimates-Billing\Buffalo Grove Collapse\2301 - Village of Buffalo Grove Collapse 2

Equipment Expense

	5	6	7	8	9	10	11	Total Hrs	Rate	Amount
Foreman Truck	4	20.5	12	8				44.5	\$ 38.02	\$ 1,691.89
Komatsu 490 Backhoe	4	8.5						12.5	\$ 268.79	\$ 3,359.88
Cat 938 Loader	4	8.5						12.5	\$ 85.18	\$ 1,064.75
Saw Truck		4						4	\$ 91.20	\$ 364.80
Semi Trailer Truck		14.5						14.5	\$ 104.90	\$ 1,521.05
Lowboy		3	5					8	\$ 128.01	\$ 1,024.08
Six Wheeler with Trailer			1					1	\$ 79.01	\$ 79.01
										\$ 9,105.46

Materials Used

	Qty	Unit	Cost	
Concrete - Ozinga Inv # AR100537265	1	LS	\$5,908.50 per LS	\$ 5,908.50
Concrete - Point Ready Mix # 124742	1	LS	\$1,655.64 per LS	\$ 1,655.64
3/4 Tie Bars	25	EA	\$ 1.73 per EA	\$ 43.25
3/4 Dowel Bars	2	EA	\$ 1.23 per EA	\$ 2.46
Expansion Joint-McCann 12597	1	EA	\$ 14.18 per Ea	\$ 14.18
Subtotal materials				\$ 7,624.03
Plus 15%				\$ 1,143.60
Total materials				\$ 8,767.63

Subcontractors & Dump Fees Expense

Concrete Dump Fee				
Subtotal Subcontractor	2 LD	\$ 100.00 per LD		\$ 200.00
Plus 5% of	0 Ea	per		-
				\$ 200.00
		\$ 10.00 =		\$ 10.00
				\$ 210.00

Total Labor	\$ 21,895.25
Total Equipment Expense	\$ 9,105.46
Total Materials	\$ 8,767.63
Total Subcontractors	\$ 210.00
Total	\$ 39,978.34
	\$ -
	\$ -
Total Force Account	\$ 39,978.34

I hereby certify that the materials entered on this force account bill which were taken from stock are shown at our cost.

Berger Excavating Contractors, Inc.



Illinois Department of Transportation

Extra Work Daily Report

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District

Contractor Berger Excavating Contractors, Inc.

Contract No.

Report No. _____ Date 3-1-23

Job No.

Authorization No. _____

Project No.

Description and Location of Work: Sanitary main collapse at buffalo grove rd and Hintz rd

LABOR

Name, Worker Classification	Total Hours Worked (Straight-Time) (Overtime)
Charles Hease/ superintendent	400pm-930pm- 4 overtime/1.5 double time ✓
Justin clark/ laborer foreman	400pm-930pm- 4 overtime/1.5 double time ✓
Brian Wozniak/ laborer foreman	300pm-10pm/ 3.5 overtime/ 3.5 double time ✓
Vince Rizzo/ operator	300pm-10pm/ 3.5 overtime/ 3.5 double time ✓ 70%
Michale Babincsac/ operator	300-10pm/ 7 overtime ✓
Chris springer/ teamster	6pm to 10pm/ 4 overtime ✓
Ryan Adams/ teamster	6pm to 10pm/ 4 overtime ✓
Gerry murillo/ teamster	6pm to 10pm/ 4 overtime ✓
Sam Barris/ teamster	430pm-10pm/ 5.5 overtime ✓
Dan Schaid/ laborer	3pm- 10pm/ 4 overtime/ 3 doubletime ✓
Kane bulow/ laborer	3pm- 10pm/ 4 overtime/ 3 doubletime ✓

EQUIPMENT USED

Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours
2022 chevy 2500 crew cab 4x4 pick up	5.5
2022 chevy 2500 crew cab 4x4 pick up	5.5
2022 Mack granite semi with low boy	5.5
Cat 345 excavator with 4 ft bucket	7 idle
2014 f450 super duty pick up service box	7
Cat 938m rubber tire loader	7 idle
2007 Mack granite cv-713 semi w Dierzen dump box x3	4 hrs each
2 inch honda gas pump	4 hrs

MATERIAL USED

Description	Quantity
ca7 import	63
8x16 trench box x2	Day
12' spreaders for boxes	Day

REMARKS: _____

APPROVED: _____

Contractor's Representative

APPROVED: _____

State's Representative

Original: Contractor
cc: District File

Printed 05/07/2018

BC 635 (Rev. 05/07)



Illinois Department of Transportation

Extra Work Daily Report

County

Section

Route

District

Contractor Berger Excavating Contractors, Inc.

Contract No.

Report No. _____ Date 3-2-23

Job No.

Authorization No. _____

Project No.

Description and Location of Work: continuation of the sanitary mh collapse at buffalo grove
and Hintz rd

LABOR

Name, Worker Classification	Total Hours Worked (Straight-Time) (Overtime)
Brian Wozniak/ laborer foreman	530am-12am/ 8 straight/ 4 overtime/ 6.5 doubletime ✓
Vince Rizzo/ operator	630am-12am/ 8 straight/ 9.5 overtime ✓
Kane Bulow/ laborer	7am-7pm/ 8 straight/ 4 overtime ✓
Dan Schaid/ laborer	7am-7pm/ 8 straight/ 4 overtime ✓
Michael Babincsac/ operator	630am-7pm/ 8 straight/ 4.5 overtime ✓
Gilberto Adame/ laborer foreman	5pm-12am/ 2 overtime/ 5 doubletime ✓
Rigoberto Gutierrez/ laborer	5pm-12am/ 4 overtime/ 3 doubletime ✓
James Jirasek/ operator	630pm-12am/ 5.5 overtime ✓
Sam Barris/ teamster	1030am-8pm/ 6 straight/ 3.5 overtime ✓
Ronald Jezior/ teamster	2pm-12am/ .5 straight/ 9.5 overtime ✓
Otto Adkins/ teamster	1pm-11pm/ 2.5 straight/ 7.5 overtime ✓
Robert Dallas/ teamster	1230pm-430pm/ 2 straight/ 2 overtime ✓
Charles Hease/ superintendent	7am-7pm/ 8 straight/ 4 overtime ✓
Justin Clark/ laborer foreman	7am-11am/ 2 straight/ 2 overtime ✓

EQUIPMENT USED

Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours
2014 f450 single cab service box	18.5
Komatsu pc 490 with 2 and 5 ft bucket	17.5
Cat 938m rubber tire loader with bucket and forks	17.5
2021 f450 service box crew cab	7
2022 Mack granite semi and low boy	4.5
2007 Mack granite cv-713 seemi and Dierzen dump box	10
2007 Mack granite cv-713 seemi and Dierzen dump box	10
1996 peterbuilt semi and 2007 Dierzen dump box	4
2017 ram 3500 crew cab 4x4 service box	1
2022 Chevy 2500 crew cab 4x4 pick up	12
2022 Chevy 2500 crew cab 4x4 pick up	4
2007 Mack granite semi with Dierzen dump box	9.5
Peterbuilt 6 wheeler with tag trailer	1

MATERIAL USED

Description	Quantity
Wash stone imported	220 ton
Ca6 imported	63 ton
Dirt to buffalo grove public works	3 semi loads
Dirt to berger dump	6 semi loads
8x12 trench box stackable	day
10x12 trench box stackable	day
3x20' sea walls x6	Day
12' box spreaders x8	Day
8x20 road plates x4	Day

REMARKS: _____

APPROVED: _____

Contractor's Representative

APPROVED: _____

State's Representative

Original: Contractor
cc: District File

Printed 05/07/2018

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Illinois Department of Transportation

Extra Work Daily Report

County

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District

Contract No.

Job No.

Project No.

Contractor Berger Excavating Contractors, Inc.Report No. _____ Date 3-3-23

Authorization No. _____

 Description and Location of Work: continuation of the sanitary collapse at buffalo grove and Hintz road.

LABOR

Name, Worker Classification	Total Hours Worked (Straight-Time) (Overtime)
Brian Wozniak/ laborer foreman	Cont from 3-2 12:00am-830am/ 8.5 doubletime ✓
Rigoberto Gutierrez/ laborer	Cont. from 3-2 12am-7am/ 7 doubletime ✓
Marco gonzalas/ laborer	12am-7am/ 7straight time ✓
Chris springer/ teamster	Cont from 3-2 12am-830/ 8.5 overtime ✓
Chuck Hease/ superintendent	330am-600pm/ 8 straight/ 4 overtime/ 2.5 doubletime ✓
Vince Rizzo/ operator	Cont from 3-2/ 12am-5am/ 5 overtime ✓
Jay jerasik/ operator	Cont from 3-2/ 12am-5pm/ 17 overtime ✓
Dan schade/ laborer	630am-600pm/ 8 straight/ 3.5 overtime ✓
Kane bulow/ laborer	630am-1130pm/ 8 straight/ 4 overtime/ 5 doubletime ✓
Gilberto Adame/ laborer foreman	Cont from 3-2/ 12am-3pm/ 15 doubletime ✓
Paul Lorenz/ teamster	730am-730pm/ 8 straight/ 4 overtime ✓
homero carranza/ laborer	5am-3pm/ 8 straight/ 2 overtime ✓
Sam Barris/ teamster	11am-2pm/ 3 straight ✓
Mike giralamo/ operator	530pm-1230am/ 4 straight/ 3 overtime ✓

EQUIPMENT USED

Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours
2014 f450 reg cab service box	8.5 hrs
2007 Mack granite cv713 semi with Dierzen dump	8.5 hrs
2022 Chevy 2500 crew cab pick up 4x4	14.5 hrs
Cat 938 m rubber tire loader	17 hrs
2022 Mack granite semi and lowboy	3 hrs
2015 Vactor 2100 vac truck	6 hrs
Komatsu pc 490	24 hrs
Berger core trailer	Day
2021 f450 crew cab service box	15 hrs
2007 Mack granite cv713 semi with Dierzen dump	12hrs

MATERIAL USED

Description	Quantity
8x12 trench box	Day
10x12 trench box	Day
8x20 road plates x4	Day
3x20 sea wall x14	Day
12' spreaders x8	Day
2 loads of dirt to buffalo grove dump	20 cy
1 load of slop from the vac truck to berger	1
1 load of wash stone in	21tn

REMARKS: _____

APPROVED: _____

Contractor's Representative

APPROVED: _____

State's Representative

 Original: Contractor
 cc: District File

Printed 05/07/2018

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Illinois Department of Transportation

Extra Work Daily Report

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District

Contractor Berger Excavating Contractors, Inc.

Contract No.

Report No. _____ Date 3-3-23

Job No.

Authorization No. _____

Project No.

Description and Location of Work: continuation of the sanitary mh collapse at buffalo grove
Rd and Hintz rd

LABOR

Name, Worker Classification	Total Hours Worked (Straight-Time) (Overtime)
Nathaniel nellessen/ laborer	430pm-12am/ 7.5 straight ✓
Mike girolamo/ laborer	530pm-1230am/ 4 straight/ 3 overtime DWP
Jeffery Chiappetta/ laborer	430pm-12am/ 7.5 straight ✓
Ken redner/ laborer foreman	7am-12am/ 8 straight/ 4 overtime/ 5 doubletime ✓
Tracy Payton/ operator	5am-12am/ 8 straight/ 11 overtime ✓

EQUIPMENT USED

Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours
2022 Chevy 2500 crew cab 4x4 pick up	19

MATERIAL USED

Description	Quantity
16 inch DI to DI non Shear mission	1
16 inch hymax	1
16 inch ductile iron pipe	20'
21 inch ductile iron pipe	20'
20x16 ductile T	1
16 inch ductile 90 bend	1
21 inch non shears	2
3 16 inch ductile flanges	3
2 21 inch ductile flanges	2
Mortar 80 lb bags	5 bags
Brick	50

REMARKS: _____

APPROVED: _____

Contractor's Representative

APPROVED: _____

State's Representative

Original: Contractor
cc: District File

Printed 05/07/2018

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Illinois Department of Transportation

Extra Work Daily Report

County

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District

Contractor Berger Excavating Contractors, Inc.

Contract No.

Report No. _____ Date 3-4-23

Job No.

Authorization No. _____

Project No.

Description and Location of Work: Continuation of the sanitary mh collapse at buffalo grove
Rd and Hintz rd.

LABOR

Name, Worker Classification	Total Hours Worked (Straight-Time) (Overtime)
Justin clark/ laborer foreman	Cont from 3-3/ 12am-5am/ 5 double time ✓
Gilberto Adame/ laborer foreman	530am-130pm/ 8 overtime ✓
Tracy Payton/ operator	Cont from 3-3/ 12am-530am/ 5.5 overtime ✓
James jirasik/ operator	530am-130pm/ 8 overtime ✓
Homero carranza/ laborer	530am-130pm/ 8 overtime ✓
Rigoberto Gutierrez/ laborer	530am-130pm/ 8 overtime ✓
Brian Wozniak/ laborer foreman	12am-8am/ 8 overtime ✓
Ken redner/ laborer foreman	12am-8am/ 8 double time ✓
Nathaniel nellessen/ laborer	12am-8am/ 4 overtime/ 4 doubletime ✓
Jeffery Chiappetta/ laborer	12am-8am/ 4 overtime/4 doubletime ✓
Vince Rizzo/ operator	530am-130pm/ 8 overtime ✓
Charles hease/ superintendent	5am-10am/ 5 overtime ✓
Ronaldo Uribe/ laborer	7am-130pm/ 8 overtime ✓
Bob Dallas/ teamster	7am-1pm/ 6 overtime ✓

EQUIPMENT USED

Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours
2022 Chevy 2500 crew cab 4x4 pick up	5
2022 Chevy 2500 crew cab 4x4 pick up	5
2014 f450 crew cab service box	8
2014 f450 regular cab service box	8.5
2021 f450 crew cab service box	8
Komatsu pc 490	13.5
Cat 938m rubber tire loader with bucket and forks	8

MATERIAL USED

Description	Quantity
Concrete from prarie	18cy

REMARKS: _____

APPROVED: _____

Contractor's Representative

APPROVED: _____

State's Representative

Original: Contractor
cc: District File

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Illinois Department of Transportation

Extra Work Daily Report

County

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District

Contractor Berger Excavating Contractors, Inc.

Contract No.

Report No. _____ Date 3-5-23

Job No.

Authorization No. _____

Project No.

 Description and Location of Work: Continuation of the sanitary colapse at buffalo grove
rd and Hintz rd

LABOR

Name, Worker Classification	Total Hours Worked (Straight-Time) (Overtime)
Gilberto Adame/ laborer foreman	8 am- 12 pm/ 4 doubletime ✓
Jay jirasik/ operator	8am- 12 pm/ 4 doubletime ✓
Vince Rizzo/ operator	8 am-12pm/ 4 doubletime ✓
Ronnie Uribe/ laborer	8am-12pm/ 4 doubletime ✓

EQUIPMENT USED

MATERIAL USED

Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours	Description	Quantity
2021 f450 crew cab service box	4	none	
Komatsu pc490	4		
Cat 938m rubber tire loader	4		

REMARKS: _____

APPROVED: _____

Contractor's Representative

APPROVED: _____

State's Representative

 Original: Contractor
 cc: District File

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Illinois Department of Transportation

Extra Work Daily Report

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District

Contractor Berger Excavating Contractors, Inc.

Contract No.

Report No. _____ Date 3-6-23

Job No.

Authorization No. _____

Project No.

Description and Location of Work: Continuation of sanitary collapse at buffalo grove rdRestoration of road, curb, and side walk

LABOR

Name, Worker Classification	Total Hours Worked (Straight-Time) (Overtime)
Brian Wozniak/laborer Forman	(St) 8hrs (OT) 2.5
Vince Rizzo/ operator	(St) 8hrs (Ot) .5
Kane Bulow / laborer	(St) 8hrs 1.5(ot) ✓
Homero Carranza / laborer	(St) 8hrs (OT) 2 ✓ <u>OT - 4</u>
Marco Ortiz /laborer	(St) 8hrs (ot) 1 ✓
Nick Zalinski/laborer	(St) 4hrs ✓
Paul Lorenz/ teamsters	(St) 7.5 ✓
Timothy coughran/ concrete finisher	(St) 8 & .5dbl time ✓
Mike Gonzalez/ concrete finisher	(St) 8 & .5 double time ✓
Ryan adams/teamsters	(St) 7 ✓
Sam Barris/ teamster	(St) .5 (ot) 2.5 ✓

EQUIPMENT USED

Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours
#20 2014 F450 regular cab service box	10.5
Kamatsu 490 #170	8.5
Cat rubber #421	8.5
2017 Izuzu npr hd saw truck #75	4
2007 mack granite cv713 #68 and trailer #1110	7
2017 dog ram full cab service box #44	10
Peter built 6wheeler #4 with trailer	5.5
Mack rd600 #84 w/flat bed trailer	2
#50 mack granite lowboy	3

MATERIAL USED

Description	Quantity
30' of curb and 10 ft of sidewalk removed and framed to be replaced	
Concrete removal and replaced	750sq ft
2 load of concrete removal hauled to yard	
Load out boxes & spreaders	
Load out boxes/plates and sheeting's	
Concrete from ozinga	27yrds

REMARKS: _____

APPROVED: _____

Contractor's Representative

APPROVED: _____

State's Representative

Original: Contractor
cc: District File

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Illinois Department of Transportation

Extra Work Daily Report

County

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Route

District

Contract No.

Job No.

Project No.

Contractor Berger Excavating Contractors, Inc.Report No. _____ Date 3-7-23

Authorization No. _____

Description and Location of Work: Restoration work of the sanitary mh collapse at buffaloGrove rd and Hintz rd

LABOR

Name, Worker Classification	Total Hours Worked (Straight-Time) (Overtime)
Justin clark/ laborer foreman	2 straight ✓
Homero carranza/ laborer	8 straight/ 2 overtime <u>SOT</u>
marco ortiz/ laborer	8 straight ✓
Paul Lorenz/ teamster	1 straight ✓
Tony gilman/ teamster	2 straight/ 3 overtime ✓
Mike gonzalas/ concrete finisher	8 straight/ .5 doubletime ✓
Robert Ramirez/ concrete finisher	8 straight/ .5 doubletime ✓

EQUIPMENT USED

Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours
2017 ram 3500 quad cab 4x4 service box	10
2022 Chevy 2500 crew cab 4x4 pick up	2
Peterbuilt 6 wheeler with tag trailer	1
2016 Mack rd 713 semi and low boy	5
Berger concrete trailer	10

MATERIAL USED

Description	Quantity
Point ready mix	8cy
3/4 tie bars epoxy 30"	25
3/4 inch Dowell bars	2
B6-24 expansion joint	1

REMARKS: _____

APPROVED: _____

Contractor's Representative

APPROVED: _____

State's Representative

Original: Contractor
cc: District File

Printed 05/07/2018

BC 635 (Rev. 05/07)

KH 3/9

Extra Work Daily Report

Project No.

LABOR

[illegible][illegible]

State's Representative

Packet Pg. 360

Attachment: BG.23.02 - March 2023 Water Main Collapse Repair (O-2023-55 : Berger Excavating Emergency Sewer Repair)



www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book, Usage Report (Monthly)

March 7, 2023

Name: Tiffany Force Account

Adjustments

Note: Values not specified at the fleet level will be taken from individual equipment adjustments.

Rate Effective Date: -

Rate Effective Date: Jan, 01 2023 - Present

Region: -

Organization: -

Ownership Adjustment: -

Operating Adjustment: -

Rental Rate Blue Book Rates

All prices shown in US dollars (\$)

Equipment Details							Rental Rate Blue Book®				Adjustments								
ID	Equipment Type	Size Class	Manufacturer	Model	Year	Serial Number	Configuration/Notes	Ownership	Operating	Standby	Idling	Revision	Region	Age	Ownership	Operating	FHWA Hourly Rate	Hours	Total Cost
6 Wheeler - 2019	On-Highway Rear Dumps	45,001 - 60,000 lbs	Miscellaneous	6X4 12YD 50KGVW 255HP	2019		Axle Configuration:6X4 , Horsepower:255.0 , Maximum Gross Vehicle Weight:50000.0 , Power Mode:Diesel , Struck Capacity:10.0 - 12.0	USD \$20.92	USD \$50.71	USD \$15.27	USD \$57.63	2023-01-01	Illinois: 101.5%	99.79%	100%	100%	USD \$71.63	1	USD \$71.63
Cat 938 - 2022	4-Wd Articulated Wheel Loaders	175 - 199 hp	Caterpillar	938M	2022		Operator Protection:ROPS/FOPS , Power Mode:Diesel	USD \$49.41	USD \$35.77	USD \$32.61	USD \$65.48	2023-01-01	Illinois: 101.5%	99.97%	100%	100%	USD \$85.18	1	USD \$85.18
Foreman Truck - 2022	On-Highway Light Duty Trucks	300 hp & Over	Miscellaneous	4X4 1 383 EXT GAS	2022		Axle Configuration:4X4 , Cab Type:Extended , Horsepower:383 , Power Mode:Gasoline , Ton Rating:1	USD \$7.14	USD \$30.88	USD \$5.49	USD \$32.86	2023-01-01	Illinois: 101.3%	99.97%	100%	100%	USD \$38.02	1	USD \$38.02
John Deere 350 - 2022 (NO 345 in EQ)	Crawler Mounted Hydraulic Excavators	33.5 - 40.4 mt	Deere	350G LC	2022		Operating Weight:34.7 , Power Mode:Diesel	USD \$89.60	USD \$76.15	USD \$50.17	USD \$122.29	2023-01-01	Illinois: 101.8%	99.97%	100%	100%	USD \$165.75	1	USD \$165.75
Komatsu 490 - 2022	Crawler Mounted Hydraulic Excavators	40.5 - 50.4 mt	Komatsu	PC490LCI-11	2022		Operating Weight:105670 , Power Mode:Diesel	USD \$161.76	USD \$107.03	USD \$90.59	USD \$201.90	2023-01-01	Illinois: 101.8%	99.97%	100%	100%	USD \$268.79	1	USD \$268.79
Mack Semi - 2022	On-Highway Truck Tractors	60,001 lbs & Over	Miscellaneous	6X4 75KGVW DSL	2022		Axle Configuration:6X4 , Horsepower:400.0 , Maximum Gross Vehicle Weight:75000.0 , Power Mode:Diesel	USD \$22.39	USD \$67.14	USD \$15.22	USD \$72.77	2023-01-01	Illinois: 101.7%	99.97%	100%	100%	USD \$89.53	1	USD \$89.53
Semi Trailer - 2022	On-Highway Rear Dump Full Trailers	All	Miscellaneous	18-16	2022		Capacity:16.0 , Number Of Axles:4.0 , Payload:18.0	USD \$9.74	USD \$5.63	USD \$5.65	USD \$9.74	2023-01-01	Illinois: 102.5%	99.85%	100%	100%	USD \$15.37	1	USD \$15.37
Six Wheeler Tag Trailer - 2022	Non-Tilt Deck Utility Trailers	All	Miscellaneous	GOOSE 2 2 20	2022		Capacity:20.0 , Hitch Type:Gooseneck/5th Wheel , Number Of Axles:2.0 , Number Of Tires:8.0 , Power Mode:Manual	USD \$3.99	USD \$3.39	USD \$2.67	USD \$3.99	2023-01-01	Illinois: 101.9%	99.85%	100%	100%	USD \$7.38	1	USD \$7.38

Total: USD \$819.84

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for SHANNON PAYSON (spayson@bergerexcavating.com)

Attachment: BG.23.02 - March 2023 Water Main Collapse Repair (O-2023-55 : Berger Excavating Emergency Sewer Repair)



www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book, Usage Report (Monthly)

March 8, 2023

Name: **Tiffany Force Account**

Adjustments

Note: Values not specified at the fleet level will be taken from individual equipment adjustments.

Rate Effective Date: -

Region: -

Ownership Adjustment: -

Rate Effective Date: **Jan, 01 2023 - Present**

Organization: -

Operating Adjustment: -

Rental Rate Blue Book Rates

All prices shown in US dollars (\$)

Equipment Details							Rental Rate Blue Book®				Adjustments							Hours	Total Cost
ID	Equipment Type	Size Class	Manufacturer	Model	Year	Serial Number	Configuration/Notes	Ownership	Operating	Standby	Idling	Revision	Region	Age	Ownership	Operating	FHWA Hourly Rate		
Saw Truck - 2017 - New	On-Highway Tractors	26,001 - 33,000 lbs	Miscellaneous	4X2 30KGVW DSL	2017		Axle Configuration:4X2 , Horsepower:217.0 , Maximum Gross Vehicle Weight:30000.0 , Power Mode:Diesel	USD \$12.07	USD \$36.12	USD \$8.21	USD \$39.40	2023-01-01	Illinois: 101.7%	99.49%	100%	100%	USD \$48.19	1	USD \$48.19
Walk behind saw - 2016	Concrete Saws	11 - 18 hp	Miscellaneous	20-48SPC	2016		Horsepower:65.0 , Maximum Cutting Depth:20.75 , Power Mode:Gasoline , Type:Concrete	USD \$15.08	USD \$27.93	USD \$7.09	USD \$33.02	2023-01-01	Illinois: 102.4%	98.19%	100%	100%	USD \$43.01	1	USD \$43.01
																		Total: USD \$91.20	

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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Attachment: BG.23.02 - March 2023 Water Main Collapse Repair (O-2023-55 : Berger Excavating Emergency Sewer Repair)



www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book, Usage Report (Monthly)

March 8, 2023

Name: **Tiffany Force Account**

Adjustments

Note: Values not specified at the fleet level will be taken from individual equipment adjustments.

Rate Effective Date: -

Rate Effective Date: **Jan, 01 2023 - Present**

Region: -

Organization: -

Ownership Adjustment: -

Operating Adjustment: -

Rental Rate Blue Book Rates

All prices shown in US dollars (\$)

Equipment Details								Rental Rate Blue Book®					Adjustments						
ID	Equipment Type	Size Class	Manufacturer	Model	Year	Serial Number	Configuration/Notes	Ownership	Operating	Standby	Idling	Revision	Region	Age	Ownership	Operating	FHWA Hourly Rate	Hours	Total Cost
Lowboy Trailer - 2022	Hydraulic Removable Gooseneck Equipment Trailers	All	Miscellaneous	3 100	2022		Capacity:100.0 , Number Of Axles:3.0 , Number Of Tires:12.0	USD \$22.96	USD \$15.52	USD \$16.30	USD \$22.96	2023-01-01	Illinois: 101.3%	99.85%	100%	100%	USD \$38.48	1	USD \$38.48
Mack Semi - 2022	On-Highway Truck Tractors	60,001 lbs & Over	Miscellaneous	6X4 75KGVW DSL	2022		Axle Configuration:6X4 , Horsepower:400.0 , Maximum Gross Vehicle Weight:75000.0 , Power Mode:Diesel	USD \$22.39	USD \$67.14	USD \$15.22	USD \$72.77	2023-01-01	Illinois: 101.7%	99.97%	100%	100%	USD \$89.53	1	USD \$89.53

Total: USD \$128.01

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for SHANNON PAYSON (spayson@bergerexcavating.com)



www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book, Usage Report (Monthly)

April 3, 2023

Name: **Tiffany Force Account****Adjustments**

Note: Values not specified at the fleet level will be taken from individual equipment adjustments.

Rate Effective Date: -

Rate Effective Date: **Jan, 01 2023 - Mar, 31 2023**

Region: -

Organization: -

Ownership Adjustment: -

Operating Adjustment: -

Rental Rate Blue Book Rates

All prices shown in US dollars (\$)

Equipment Details										Rental Rate Blue Book®					Adjustments					Hours	Total Cost
ID	Equipment Type	Size Class	Manufacturer	Model	Year	Serial Number	Configuration/Notes	Ownership	Operating	Standby	Idling	Revision	Region	Age	Ownership	Operating	FHWA Hourly Rate				
Vac Truck Kenworth 2023	On-Highway Truck Tractors	45,001 - 60,000 lbs	Kenworth	W900	2023		Horsepower:330.0 , Power Mode:Diesel	USD \$18.40	USD \$55.51	USD \$12.51	USD \$59.97	2023-01-01	Illinois: 101.7%	100%	100%	100%	USD \$73.91	1	USD \$73.91		
Vac Truck Part 2 2023(2)	Sewer/Catch Basin Cleaners For Truck Mounting	All	Miscellaneous	10-E	2023		Hopper Capacity:10.0 , Horsepower:50.0 , Power Mode:Diesel , Water System Capacity:350.0	USD \$13.33	USD \$18.89	USD \$9.60	USD \$22.84	2023-01-01	Illinois: 102%	100%	100%	100%	USD \$32.22	1	USD \$32.22		
																		Total:	USD \$106.13		

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(spayson@bergerexcavating.com)



www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book, Usage Report (Monthly)

March 8, 2023

Name: Tiffany Force Account

Adjustments

Note: Values not specified at the fleet level will be taken from individual equipment adjustments.

Rate Effective Date: -

Rate Effective Date: Jan, 01 2023 - Present

Region: -

Organization: -

Ownership Adjustment: -

Operating Adjustment: -

Rental Rate Blue Book Rates

All prices shown in US dollars (\$)

Equipment Details							Rental Rate Blue Book®				Adjustments						
ID	Equipment Type	Size Class	Manufacturer	Model	Year	Serial Number	Configuration/Notes	Ownership	Operating	Standby	Idling	Revision	Region	Age	Ownership	Operating	FHWA Hourly Rate
Lowboy Trailer - 2022	Hydraulic Removable Gooseneck Equipment Trailers	All	Miscellaneous	3 100	2022		Capacity:100.0 , Number Of Axles:3.0 , Number Of Tires:12.0	USD \$22.96	USD \$15.52	USD \$16.30	USD \$22.96	2023-01-01	Illinois: 101.3%	99.85%	100%	100%	USD \$38.48
Mack Semi - 2022	On-Highway Truck Tractors	60,001 lbs & Over	Miscellaneous	6X4 75KGVW DSL	2022		Axle Configuration:6X4 , Horsepower:400.0 , Maximum Gross Vehicle Weight:75000.0 , Power Mode:Diesel	USD \$22.39	USD \$67.14	USD \$15.22	USD \$72.77	2023-01-01	Illinois: 101.7%	99.97%	100%	100%	USD \$89.53

Total: USD \$128.01

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Attachment: BG.23.02 - March 2023 Water Main Collapse Repair (O-2023-55 : Berger Excavating Emergency Sewer Repair)



www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book, Usage Report (Monthly)

March 16, 2023

Name: Tiffany Force Account

Adjustments

Note: Values not specified at the fleet level will be taken from individual equipment adjustments.

Rate Effective Date: -

Rate Effective Date: Jan, 01 2023 - Present

Region: -

Organization: -

Ownership Adjustment: -

Operating Adjustment: -

Rental Rate Blue Book Rates

All prices shown in US dollars (\$)

Equipment Details							Rental Rate Blue Book®							Adjustments					
ID	Equipment Type	Size Class	Manufacturer	Model	Year	Serial Number	Configuration/Notes	Ownership	Operating	Standby	Idling	Revision	Region	Age	Ownership	Operating	FHWA Hourly Rate	Hours	Total Cost
6 Wheeler - 2019	On-Highway Rear Dumps	45,001 - 60,000 lbs	Miscellaneous	6X4 12YD 50KGVW 255HP	2019		Axle Configuration:6X4 , Horsepower:255.0 , Maximum Gross Vehicle Weight:50000.0 , Power Mode:Diesel , Struck Capacity:10.0 - 12.0	USD \$20.92	USD \$50.71	USD \$15.27	USD \$57.63	2023-01-01	Illinois: 101.5%	99.79%	100%	100%	USD \$71.63	1	USD \$71.63
Six Wheeler Tag Trailer - 2022	Non-Tilt Deck Utility Trailers	All	Miscellaneous	GOOSE 2 2 20	2022		Capacity:20.0 , Hitch Type:Gooseneck/5th Wheel , Number Of Axles:2.0 , Number Of Tires:8.0 , Power Mode:Manual	USD \$3.99	USD \$3.39	USD \$2.67	USD \$3.99	2023-01-01	Illinois: 101.9%	99.85%	100%	100%	USD \$7.38	1	USD \$7.38

Total: USD \$79.01

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Attachment: BG.23.02 - March 2023 Water Main Collapse Repair (O-2023-55 : Berger Excavating Emergency Sewer Repair)



www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book, Usage Report (Monthly)

March 7, 2023

Name: Tiffany Force Account

Adjustments

Note: Values not specified at the fleet level will be taken from individual equipment adjustments.

Rate Effective Date: -

Rate Effective Date: Jan, 01 2023 - Present

Region: -

Organization: -

Ownership Adjustment: -

Operating Adjustment: -

Rental Rate Blue Book Rates

All prices shown in US dollars (\$)

Equipment Details							Rental Rate Blue Book®				Adjustments								
ID	Equipment Type	Size Class	Manufacturer	Model	Year	Serial Number	Configuration/Notes	Ownership	Operating	Standby	Idling	Revision	Region	Age	Ownership	Operating	FHWA Hourly Rate	Hours	Total Cost
6 Wheeler - 2019	On-Highway Rear Dumps	45,001 - 60,000 lbs	Miscellaneous	6X4 12YD 50KGVW 255HP	2019		Axle Configuration:6X4 , Horsepower:255.0 , Maximum Gross Vehicle Weight:50000.0 , Power Mode:Diesel , Struck Capacity:10.0 - 12.0	USD \$20.92	USD \$50.71	USD \$15.27	USD \$57.63	2023-01-01	Illinois: 101.5%	99.79%	100%	100%	USD \$71.63	1	USD \$71.63
Cat 938 - 2022	4-Wd Articulated Wheel Loaders	175 - 199 hp	Caterpillar	938M	2022		Operator Protection:ROPS/FOPS , Power Mode:Diesel	USD \$49.41	USD \$35.77	USD \$32.61	USD \$65.48	2023-01-01	Illinois: 101.5%	99.97%	100%	100%	USD \$85.18	1	USD \$85.18
Foreman Truck - 2022	On-Highway Light Duty Trucks	300 hp & Over	Miscellaneous	4X4 1 383 EXT GAS	2022		Axle Configuration:4X4 , Cab Type:Extended , Horsepower:383 , Power Mode:Gasoline , Ton Rating:1	USD \$7.14	USD \$30.88	USD \$5.49	USD \$32.86	2023-01-01	Illinois: 101.3%	99.97%	100%	100%	USD \$38.02	1	USD \$38.02
John Deere 350 - 2022 (NO 345 in EQ)	Crawler Mounted Hydraulic Excavators	33.5 - 40.4 mt	Deere	350G LC	2022		Operating Weight:34.7 , Power Mode:Diesel	USD \$89.60	USD \$76.15	USD \$50.17	USD \$122.29	2023-01-01	Illinois: 101.8%	99.97%	100%	100%	USD \$165.75	1	USD \$165.75
Komatsu 490 - 2022	Crawler Mounted Hydraulic Excavators	40.5 - 50.4 mt	Komatsu	PC490LCI-11	2022		Operating Weight:105670 , Power Mode:Diesel	USD \$161.76	USD \$107.03	USD \$90.59	USD \$201.90	2023-01-01	Illinois: 101.8%	99.97%	100%	100%	USD \$268.79	1	USD \$268.79
Mack Semi - 2022	On-Highway Truck Tractors	60,001 lbs & Over	Miscellaneous	6X4 75KGVW DSL	2022		Axle Configuration:6X4 , Horsepower:400.0 , Maximum Gross Vehicle Weight:75000.0 , Power Mode:Diesel	USD \$22.39	USD \$67.14	USD \$15.22	USD \$72.77	2023-01-01	Illinois: 101.7%	99.97%	100%	100%	USD \$89.53	1	USD \$89.53
Semi Trailer - 2022	On-Highway Rear Dump Full Trailers	All	Miscellaneous	18-16	2022		Capacity:16.0 , Number Of Axles:4.0 , Payload:18.0	USD \$9.74	USD \$5.63	USD \$5.65	USD \$9.74	2023-01-01	Illinois: 102.5%	99.85%	100%	100%	USD \$15.37	1	USD \$15.37
Six Wheeler Tag Trailer - 2022	Non-Tilt Deck Utility Trailers	All	Miscellaneous	GOOSE 2 20	2022		Capacity:20.0 , Hitch Type:Gooseneck/5th Wheel , Number Of Axles:2.0 , Number Of Tires:8.0 , Power Mode:Manual	USD \$3.99	USD \$3.39	USD \$2.67	USD \$3.99	2023-01-01	Illinois: 101.9%	99.85%	100%	100%	USD \$7.38	1	USD \$7.38

Total: USD

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Attachment: BG.23.02 - March 2023 Water Main Collapse Repair (O-2023-55 : Berger Excavating Emergency Sewer Repair)

Invoice

VCNA Prairie LLC
Ready Mix Division

Votorantim
Cimentos

PRAIRIE
WATER

SHIP TO:
1798 W HINTE RD WHEELING #5277797
1798 W HINTZ RD, WHEELING
WHEELING IL 60090
US

INVOICE NUMBER	INVOICE DATE	PAGE
890894688	03/09/23	1 of 1

JOB#	CUSTOMER JOB#
5000080256	

DELIVERY METHOD	CUSTOMER PO#
CIF	2301

SALES REPRESENTATIVE
Lauren Winer

BILL TO:
BERGER EXCAVATING CONTRACTRS, INC. #5913241
1205 GARLAND ROAD
WAUCONDA IL 60084
US

262-360450

42030

*** TO RECEIVE EMAILED INVOICES, PLEASE CONTACT THE CREDIT DEPT. AT 1-708-458-0400**

SHIPPING DATE	PLANT	TICKET NUMBER	PRODUCT DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT
03/04/23	4R32	13852487	6181868 71PCC905P PV SI 6.1	9.000	YD3	170.00	1530.00
			8714 WINTER SERVICE/C	9.000	YD3	15.00	135.00
			8422 ENVIRONMENTAL CH	9.000	YD3	3.25	29.25
			2870 FUEL SURCHARGE/L	1.000	LD	18.00	18.00
			8071 SATURDAY SERVICE	9.000	YD3	10.00	90.00
03/04/23	4R32	13852574	6181868 71PCC905P PV SI 6.1	9.000	YD3	170.00	1530.00
			8714 WINTER SERVICE/C	9.000	YD3	15.00	135.00
			8422 ENVIRONMENTAL CH	9.000	YD3	3.25	29.25
			2870 FUEL SURCHARGE/L	1.000	LD	18.00	18.00
			8071 SATURDAY SERVICE	9.000	YD3	10.00	90.00
Amount Before Tax:							3604.50
Sales Tax:							360.50
Total YDS 18.00							3965.00

per send to examp

trap
extra
CH 3/15
ca

FUEL SURCHARGE
\$ 36.00

RECEIVED

3-10-23

3-13

EXTRA

B. Grove

Sanitary
Break

Payment due end of 2nd month following shipment

Thank you for your Business

FOR COMPLETE TERMS AND CONDITIONS, PLEASE
CHECK OUR WEBSITE
<http://salestermsandconditions.vcnainc.com/>



MID-AMERICAN WATER, INC.

1500 MOUNTAIN
AURORA, IL 60505

Voice: 630-851-4500
Fax: 630-851-4789

INVOICE

Invoice Number: 213516A
Invoice Date: Mar 2, 2023
Page: 1

Bill To:

Berger Excavating
accounting@bergerexcavating.com

Ship to:

WM Break JOB# 2201
Old Buffalo Grove Rd & Hintz
Buffalo Grove, IL

Customer ID	Customer PO	Payment Terms	
ber0001	2201	Net 30 Days SA	
Sales Rep ID	Shipping Method	Ship Date	Due Date
07	MAW TRUCK	3/2/23	4/1/23

Quantity	Item	Description	Unit Price	Amount
20.00	dip-cl52p20	20 cl52 ductile iron push jt	141.00	2,820.00
20.00	dip-cl52p16	16 cl52 ductile iron push jt	112.00	2,240.00
1.00	mjf-tmj20x16	20 x 16 mj tee C153	3,795.00	3,795.00
1.00	mjf-90mj16	16" MJ 90 Degree Bend c-153 <u>235</u>	1,393.00	1,393.00
2.00		20in MJ Acc. Set	187.00	374.00
3.00	mjf-setmjacc16	16in MJ Acc. Set	95.00	285.00
Subtotal				10,907.00
Sales Tax				
Total Invoice Amount				10,907.00
Payment/Credit Applied				
TOTAL				10,907.00

FREIGHT CHARGE 0.00

Check/Credit Memo No:

RECEIVED

CTA 4/3/16 JIA 3/20
LB n 2.7
EXTRA YES NO

IF INVOICE WAS BILLED WITH TAX BUT JOB IS EXEMPT, DON'T PAY TAX, MARK "EXEMPT" ON PAYMENT DETAIL & FURNISH EXEMPTION CERT. TO US VIA FAX OR MAIL. INVOICE WILL NOT BE REISSUED. YOU MUST FURNISH EXEMPTION CERTS TO US FOR ALL EXEMPT JOBS.



MID-AMERICAN WATER OF WAUCONDA

1125 N. Old Rand Road
WAUCONDA, IL 60084

Voice: 847 487-7766
Fax: 847 487-9876

INVOICE

Invoice Number: 257157W
Invoice Date: Mar 2, 2023
Page: 1

Bill To:

Berger Excavating
accounting@bergerexcavating.com

Ship to:

Job #2310
Old Buffalo Grove & Hintz
Buffalo Grove, IL

Customer ID	Customer PO	Payment Terms	
ber0001	2310	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
07	MAW TRUCK	3/2/23	4/1/23

Quantity	Item	Description	Unit Price	Amount
1.00	sew-1011818arc	18in Clay x 18in Clay Non Shear Coupling	475.00	475.00
1.00	sew-1041818arc	18in Conc x 18in Conc Non Shear	435.00	435.00
1.00		26.50 x 21.60 femco bushing <i>335</i>	215.00	215.00
<i>extra.</i> <i>? DO/CH Ck 3/15 JTA 3/20</i> <i>LB n n BM</i> <i>SP -</i> RECEIVED EXTRA				

FREIGHT CHARGE 0.00

Subtotal	1,125.00
Sales Tax	78.75
Total Invoice Amount	1,203.75
Payment/Credit Applied	
TOTAL	1,203.75

Check/Credit Memo No:

IF INVOICE WAS BILLED WITH TAX BUT JOB IS EXEMPT, DON'T PAY TAX, MARK "EXEMPT" ON PAYMENT DETAIL & FURNISH EXEMPTION CERT. TO US VIA FAX OR MAIL. INVOICE WILL NOT BE REISSUED. YOU MUST FURNISH EXEMPTION CERTS TO US FOR ALL EXEMPT JOBS.



How does
get more done.

25 EAST DUNDEE ROAD
PALM BEACH, FL 33407 (847) 705-6801

1927 00001 72866 03/03/23 06:41 AM
SALE CASHIER JEANNINE

0000-166-081 5/8 RTD SHTG <A>
19/32 4X8 RTD PLYWOOD
6@24.27 145.62

SUBTOTAL 145.62
SALES TAX 14.56
TOTAL \$160.18

XXXXXXXXXXXX0736 MASTERCARD
AUTH CODE 064140/0614883
Chip Read TA
ATB AC000000012203

1927 03/03/23 06:41 AM



1927 01 72866 03/03/2023 2919

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 06/01/2023

XX

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: HXY 147948 146022
PASSWORD: 23153 146021

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



Point Ready Mix, LLC
5435 Bull Valley Rd, Ste 130
McHenry, IL 60050
Tel: 815-578-9100
Fax: 815-578-9845

9.B.c

INVOICE

CUSTOMER NO.	DATE	INVOICE NO.	PAGE
0043	03/07/2023	124742	1

BERGER EXCAVATING CONTRACTORS
1205 GARLAND ROAD
WAUCONDA, IL 60084

TERM: NET 30
A FINANCE CHARGE WILL BE IMPOSED ON PAST DUE ACCOUNTS. THE
FINANCE CHARGE IS COMPUTED BY A "PERIODIC RATE" OF 1 1/2% PER
MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%.

DATE	JOB NUMBER - JOB LOCATION - ADDRESS			UNIT PRICE	TAX	TOTAL
	QUANTITY	UNIT	DESCRIPTION			
03/07/23	000140 1798 W HINTZ RD					
	8.00	CY	4000 PSI - FULL A/E	165.000	105.60	1320.00
	8.00	CY	WINTER SERVICE	12.000	7.68	96.00
	1.00	LD	FUEL SURCHARGE	17.000	1.36	17.00
	8.00	CY	NON CHLORIDE ACCEL 1%	9.000	5.76	72.00
	8.00	CY	ENVIRONMENTAL CHARGE	3.500	2.24	28.00
	TICKET DATE TOTALS:				122.64	1533.00
	TICKETS: 002-80054					
	JOB TOTALS			1533.00	122.64	1655.64

AMOUNT DUE ► 1655.64

OZINGA

WE EXIST TO MAKE A POSITIVE IMPACT ON INDIVIDUALS,
THEIR FAMILIES AND THE COMMUNITY FOR GENERATIONS

Ozinga Ready Mix Concrete, Inc.
P.O. Box 7410053, Chicago, IL 60674-5053
P: 708.326.4200 F: 708.326.4201

INVOICE

CUSTOMER NO.	DATE	INVOICE NO.	PAGE
CU017535	03/06/2023	ARI00537265	1 of 2

POS REFERENCE NO.
1905377

P.O. NO.	TERMS
2301	Net30

JOB NO.	LOT(S)
002415	

SHIPPED TO
1798 W HINTZ RD, BUFFALO GROVE
BUFFALO GROVE, IL

SOLD TO

4021 1 AB 0.507 E0144X I0225 040449117297 S2 P9571113 0001:0002

BERGER EXCAVATING CONTRACTORS
1205 N GARLAND RD
WAUCONDA IL 60084-1011

Buffalo Grove

42030

DATE	PLANT	TICKET NO.	QUANTITY	UOM	DESCRIPTION	PRICE	EXTENSION
03/06/23	142	346019	9.00	CYD	ENVIRONMENTAL CHARGE	3.25	29.2
03/06/23	142	346019	1.00	LD	FUEL SURCHARGE	12.00	12.0
03/06/23	142	346019	9.00	CYD	WINTER SERVICE	12.00	108.0
03/06/23	142	346019	9.00	CYD	71-PCC-Z942 6.1 BG WR FULL AE	202.25	1820.2
03/06/23	142	346025	9.00	CYD	ENVIRONMENTAL CHARGE	3.25	29.2
03/06/23	142	346025	1.00	LD	FUEL SURCHARGE	12.00	12.0
03/06/23	142	346025	9.00	CYD	WINTER SERVICE	12.00	108.0
03/06/23	142	346025	9.00	CYD	71-PCC-Z942 6.1 BG WR FULL AE	202.25	1820.2
03/06/23	142	346032	9.00	CYD	ENVIRONMENTAL CHARGE	3.25	29.2
03/06/23	142	346032	1.00	LD	FUEL SURCHARGE	12.00	12.0
03/06/23	142	346032	9.00	CYD	WINTER SERVICE	12.00	108.0
03/06/23	142	346032	9.00	CYD	71-PCC-Z942 6.1 BG WR FULL AE	202.25	1820.2

PRODUCT RECAP

		QTY	PRICE	EXTENSION	TAX	TOTAL
EC	ENVIRONMENTAL CHARGE	27.00	3.25	87.75	8.79	96.5
WS	WINTER SERVICE	27.00	12.00	324.00	32.40	356.4
Z942	71-PCC-Z942 6.1 BG WR FULL AE	27.00	202.25	5460.75	546.09	6006.8
FS	FUEL SURCHARGE	3.00	12.00	36.00	3.60	39.6

TOTAL CYDS: 27.00
TOTAL TONS: 0.00

TAXABLE AMOUNT: 5,908.50
EXEMPT AMOUNT: 0.00
SALES TAX: ? 2590.88
INVOICE TOTAL: 6,499.38

Attachment: BG.23.02 - March 2023 Water Main Collapse Repair (O-2023-55 : Berger Excavating Emergency Sewer Repair)

Paying by ACH is safe, quick and easy. Please use the following information to submit your payment today! Account # 5590045356 Routing #071923284



CMC Steel Fabricators, Inc.,
dba CMC Paving

CMC Paving Solutions

11950 S. Harlem Ave Suite #202-3

Palos Heights, IL 60463

TEL: (708) 361 - 2310

FAX: (708) 361 - 2549

Customer Abari Construction
Contact Imtiaz Ahmed
Project Name Bld #102, US 20 at Harm ony Road
City/Destination Huntley, IL McHenry Co.
Project # 60T01

Quote Date August 9, 2019

Phone#

Fax#

CMC# 40172866

ADD TO CONTRACT

42400435 7,263.00 SF 10" PCC Sidewalk

Approx.	900.00	If	1/2" x 10" Fiber Expansion	\$	0.57	If	\$	513.00
							\$	<u>513.00</u>

60618--- 14,815.00 SF 10" Concrete Median Surface

Approx.	2,400.00	If	3/4" x 10" Fiber Expansion	\$	1.30	If	\$	3,120.00
							\$	<u>3,120.00</u>

X0327583 1,080.00 SY 10" Stamp COL PCC Pavement (Jointed)

775.00	If	Contraction Dowel Assemblies for 10" Paving with 1 1/2" x 18" Epoxy Dowels @ 12" o.c. Gr. 80 .306 Wire; J-Leg	\$	6.62	If	\$	5,130.50
680.00	ea	.306 x 16" Basket Stakes	\$	0.29	ea	\$	197.20
350.00	ea	#6 x 24" Straight Epoxy Coated Tie Bars - Grade A706	\$	* 1.73	ea	\$	605.50
						\$	<u>5,933.20</u>

PLUS FULL FREIGHT FOR SHORT LOAD @ \$545.00



Remit To:
McCann Industries, Inc.
PO Box 5609
Carol Stream, IL 60197-5609

Exceeding Expectations
Equipment • Supplies • Service • Rentals
McCannOnline.com

Ship To: IN STORE PICKUP

Invoice To: BERGER EXCAVATING CO
1205 GARLAND ROAD
WAUCONDA IL 60084

Branch WAUCONDA, IL			CNNYYY
Date 04/20/20	Time 14:45:57 (O)	Page 01	
Account No BERGE001	Phone No 8475265457	Inv No P11063	
Freight Terms PICK UP		Purchase Order/Job Number JUSTIN	
Tax ID No		Payment Terms NET 30	
		Salesperson MSE	

SUPPLIES/PARTS INVOICE

ORDER#: 010245

Part#	Description	Bin	ORD	ISS	SHP	B/O	UTTTT	Price	Amount
CS-19502	3.5 GAL SPRAYER MCCANN LABEL STK U/M: EA	A12A	1	1	1		*	126.65	126.65
LB-36	1-1/2"X3"X36" STAKE 20/BUNDLE 24 PER PAL LET STK U/M: BDL BINS: D04	W0506A	5	5	5		*	24.75	123.75
								<u>20</u> 1.23 EA	
								SUB TOTAL==>	250.40
								IL-Lake-Wauconda 7.00%	17.53
								ON ACCOUNT	267.93

MSE0420

Stamped

Dowel Bars

B BERGER

APR 21 2020

543 S. Rohlwing Road
Addison, IL 60101
(630) 627-0000

250 E. Frontage Road
Bolingbrook, IL 60440
(630) 739-7770

2350 S. Laflin Street
Chicago, IL 60608
(312) 942-9200

4102 W. Crystal Lake Road
McHenry, IL 60050
(815) 385-0420

1360 N. Rand Road
Wauconda, IL 60084
(847) 526-9444

1133 Indianapolis Boulevard
Schererville, IN 46375
(219) 865-6545

4701 W. 137th Street
Crestwood, IL 60445
(708) 597-3110

14077 Esther Ave
Mishawaka, IN 46545
(574) 406-6800

Received By

1064 Franklin Street
Mare, MI 48435
(616) 371-7250

8900 Louisiana St
Merrillville, IN 46410
(219) 576-7800



Remit To:
McCann Industries, Inc.
PO Box 5609
Carol Stream, IL 60197-5609

Exceeding Expectations
Equipment • Supplies • Service • Rentals
McCannOnline.com

Ship To: BERGER EXCAVATING
JUSTIN 847-456-4816

Invoice To: BERGER EXCAVATING CO
1205 GARLAND ROAD
WAUCONDA IL 60084

Branch		
WAUCONDA, IL		CNNYYY
Date	Time	Page
06/10/20	14:31:53 (O)	01
Account No	Phone No	Inv No
BERGE001	8475265457	P12597
Freight Terms	Purchase Order/Job Number	
PICK UP	JUSTIN-	
Tax ID No	Payment Terms	
	NET 30	
		Salesperson
		LDE

SUPPLIES/PARTS INVOICE

ORDER#: 011479

Part#	Description	Bin	ORD	ISS	SHP	B/O	UTTTT	Price	Amount
EX-0751010	3/4"X10"X10' EX		50	50	50		*	14.18	709.00
							SUB TOTAL==>		709.00
							IL-Lake-Wauconda 7.00%		49.63
MSE0610							ON ACCOUNT		758.63

expansion joint

BERGER

JUN 11 2020

x

Received By

543 S. Rohlwing Road
Addison, IL 60101
(630) 627-0000

250 E. Frontage Road
Bolingbrook, IL 60440
(630) 739-7770

2350 S. Laflin Street
Chicago, IL 60608
(312) 942-9200

4701 W. 137th Street
Crestwood, IL 60445
(708) 597-3110

1064 Franklin Street
Merno, MI 49435
(616) 371-7250

4102 W. Crystal Lake Road
McHenry, IL 60050
(815) 385-0420

1350 N. Rand Road
Wauconda, IL 60084
(847) 526-9444

1133 Indianapolis Boulevard
Schererville, IN 46375
(219) 855-6545

14077 Esther Ave
Mishawaka, IN 48545
(574) 406-6800

6900 Louisiana St
Merrillville, IN 46410
(219) 576-7800



Payroll No.

Project No

03/04/23

Abstract

(1) Name and Individual Identification Number	(2)*	(3)*	(4)*	Earn Code	(5) Hours and Days Worked							(6) Total Hours	(7) Rate of Pay	(8) Amount Earned	(9) Total Earned	(10) Deductions				(11) Wages Paid for Week
					Hours and Days Worked											FICA	State W/H Tax	Other	Total Deductions	
					SUN 02/26	MON 02/27	TUE 02/28	WED 03/01	THU 03/02	FRI 03/03	SAT 03/04									
ADAME, GILBERTO E ***_**-6526	H	FO	J	DT OT				5.00 2.00	15.00 8.00	20.00 10.00	105.50 79.13	2,901.25	4,061.75	652.67	310.72	201.06	152.32	1,316.77	2,744.98	
ADAMS, RYAN R ***_**-2054	W	T	J	OT			4.00			4.00	63.66	254.64	1,061.00	102.78	81.17	50.21	40.00	274.16	786.84	
ADKINS, OTTO E ***_**-8966	W	T	J	OT REG				7.50 2.50		7.50 2.50	63.66 42.44	583.55	1,220.15	74.03	93.34	60.40	40.00	267.77	952.38	
BABINCSAK, MICHAELA ***_**-5755	W	EO	J	OT REG			7.00 8.00	4.50 8.00		11.50 8.00	79.13/2.00 52.75/2.00	1,370.94	2,328.06	329.43	178.10	125.24	296.76	929.53	1,398.53	
BARRIS, SAM S ***_**-4330	W	T	J	OT REG			5.50 6.00	3.50 3.00		9.00 9.00	63.66 42.44	954.90	1,877.97	300.70	143.66	92.96	49.10	586.42	1,291.55	
BULOW, KANE M ***_**-4034	W	LA	J	DT OT REG			3.00 4.00 8.00	5.00 4.00 8.00	8.00 4.00 8.00	8.00 12.00 16.00	94.80 71.10 47.40	2,370.00	3,128.40	390.57	239.32	229.86	117.32	977.07	2,151.33	
CARRANZA, HOMERO ***_**-8422	H	LA	J	OT REG		5.00		1.00 8.00	2.00 8.00	11.00 13.00	71.10 47.40	1,398.30	2,441.10	293.95	186.74	120.83	91.54	693.06	1,748.04	
CHIAPPETTA, JEFFREY R ***_**-3220	W	LA	J	DT OT REG				8.00 7.50		4.00 4.00 15.50	94.80 71.10 47.40	1,398.30	2,133.00	183.58	163.17	105.58	79.99	532.32	1,600.68	

☐ No Work☐ Suspended☐ Completed

NOTE: A certified copy of each weekly payroll must be submitted by the prime contractor within seven (7) days of the regular payment date.

NOTE: A certified copy of each weekly payroll must be submitted by the prime contractor within seven (7) days of the regular payment date.



☒ Contractor or ☐ Subcontractor & No.		Route		Section		Payroll No.	
Berger Excavating Contractors		County		Project No		8	
Address 1205 Garland Rd.		Contract No.		For Week Ending		03/04/23	
Wauconda, IL 60084							

(1) Name and Individual Identification Number	(2)*	(3)*	(4)*	Earn Code	(5) Hours and Days Worked							(6) Total Hours	(7) Rate of Pay	(8) Amount Earned	(9) Total Earned	(10) Deductions				(11) Wages Paid for Week	
					SUN MON TUE WED THU FRI SAT											FICA	State W/H Tax	Other	Total Deductions		
					02/26	02/27	02/28	03/01	03/02	03/03	03/04										
CLARK, JUSTIN T	W	FO	J	DT				1.50		7.00	5.00	13.50	137.62	3,578.12	5,642.42	1,032.03	431.65	279.30	211.59	1,954.57	3,687.85
***-**-4210				OT				4.00	2.00	4.00		10.00	103.22								
				REG					2.00	8.00		10.00	68.81								
DALLAS, ROBERT T	W	T	J	OT					2.00		6.00	8.00	63.66	594.16	2,185.66	201.36	167.20	109.11	40.00	517.67	1,667.99
***-**-8861				REG					2.00			2.00	42.44								
EISENMENGER, JUSTYN A	W	T	J	REG					1.00			1.00	42.44	42.44	1,432.35	166.28	109.57	70.90	40.00	386.75	1,045.60
***-**-2906																					
				OT		2.00	2.00	2.00	1.00	2.00		9.00	63.66	2,270.54	2,270.54	256.42	173.70	112.39	49.10	591.61	1,678.93
				REG		8.00	8.00	8.00	8.00	8.00		40.00	42.44								
***-**-0208																					
				OT				1.00				1.00	63.66	169.76	1,708.21	112.75	130.68	77.63	165.00	486.06	1,222.15
				REG				2.50				2.50	42.44								
GALAN, ANTHONY J	W	T	J	OT																	
				REG																	
***-**-0053																					
				OT						3.00		3.00	71.10	592.50	1,872.30	112.60	143.23	92.68	70.21	418.72	1,453.58
				REG						8.00		8.00	47.40								
***-**-3096																					
GONZALEZ, MARCO A	H	LA	J	REG						7.00		7.00	47.40	331.80	1,232.40	122.29	94.28	61.00	46.22	323.79	908.61
***-**-8762																					
GUTIERREZ, RIGOBERTO	H	LA	J	DT					3.00	7.00		10.00	94.80	1,801.20	2,808.45	483.18	214.85	136.71	105.32	940.06	1,868.39
***-**-1691				OT					4.00		8.00	12.00	71.10								

Reviewed by: _____	☐ No Work	☐ Suspended	☐ Completed
Signature of State Official			
NOTE: A certified copy of each weekly payroll must be submitted by the prime contractor within seven (7) days of the regular payment date.			
*See instruction page for codes to be entered			
Attachment: BG.23.02 - March 2023 Water Main Collapse Repair (O-2023-55 : Berger Excavating			
SBE 48 (Rev. 06/14/11)			
Packet Pg. 378			



☒ Contractor or ☐ Subcontractor & No.		Route		Section		Payroll No.	
Berger Excavating Contractors		County		Project No		8	
Address 1205 Garland Rd.						For Week Ending 03/04/23	
Wauconda, IL 60084						Contract No.	

Attachment: BG.23.02 - March 2023 Water Main Collapse Repair (O-2023-55 : Berger Excavating

(1) Name and Individual Identification Number	(2)*	(3)*	(4)*	Earn Code	(5) Hours and Days Worked							(6) Total Hours	(7) Rate of Pay	(8) Amount Earned	(9) Total Earned	(10) Deductions				(11) Wages Paid for Week		
					Hours and Days Worked											FICA	State W/H Tax	Other	Total Deductions			
					SUN	MON	TUE	WED	THU	FRI	SAT											
					02/26	02/27	02/28	03/01	03/02	03/03	03/04											
HAESE, CHARLES P ***-**-1170	W	SU	J	DT				1.50		2.50		4.00	128.00	3,168.00	4,704.00	727.42	359.86	176.40	1,487.29	3,216.71		
				OT				4.00	4.00	5.00	17.00	96.00										
				REG					8.00	8.00	16.00	64.00										
HALLETT, RYAN C ***-**-3032	W	FO	J	REG				8.00				8.00	52.75	422.00	1,964.94	173.33	150.32	73.69	494.75	1,470.19		
JEZIOR, RONALD F ***-**-2799	W	T	J	OT					9.50			9.50	63.66	625.99	1,283.81	4.75	98.21	40.00	206.51	1,077.30		
REG							0.50			0.50	42.44											
JIRASEK, JAMES T ***-**-8664	W	EO	J	OT					5.50	17.00	8.00	30.50	79.13/2.00	2,474.31	3,431.44	586.82	262.51	200.32	1,219.51	2,211.93		
LESPERANCE, TY W ***-**-3328	W	FO	J	REG					4.00			4.00	48.40	193.60	1,454.10	133.08	112.00	54.90	372.45	1,091.65		
LORENZ, PAUL H ***-**-8348	W	T	J	OT						4.00		4.00	63.66	594.16	1,740.04	252.16	133.11	40.00	509.09	1,230.95		
REG								8.00		8.00	42.44											
MUELLER, MICHAEL W ***-**-6099	W	LA	J	REG					8.00			8.00	47.40	379.20	758.40	103.39	58.02	28.44	227.39	531.01		
MURILLO, GERARDO S ***-**-2203	H	T	J	OT				4.00				4.00	63.66	254.64	1,061.00	91.13	81.17	40.00	260.20	800.80		

Reviewed by:	☐ No Work	☐ Suspended	☐ Completed
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☒ Contractor or ☐ Subcontractor & No.

Berger Excavating Contractors

Address 1205 Garland Rd.

Wauconda, IL 60084

Route

Section

Payroll No.

8

Project No

For Week Ending

03/04/23

Contract No.

Attachment: BG.23.02 - March 2023 Water Main Collapse Repair (O-2023-55 : Berger Excavating

(1) Name and Individual Identification Number	(2)*	(3)*	(4)*	Earn Code	(5) Hours and Days Worked							(6) Total Hours	(7) Rate of Pay	(8) Amount Earned	(9) Total Earned	(10) Deductions				(11) Wages Paid for Week	
																FICA	State W/H Tax	Other	Total Deductions		
					SUN	MON	TUE	WED	THU	FRI	SAT										
					02/26	02/27	02/28	03/01	03/02	03/03	03/04										
NELLESSEN, NATHAN J ***-**_7504	W	LA	J	DT							4.00	4.00	94.80	1,019.10	1,955.25	281.32	149.58	73.32	598.70	1,356.55	
				OT						4.00	4.00	71.10									
				REG					7.50		7.50	47.40									
PAYTON, TRACY L ***-**_3121	W	EO	J	OT						11.00	5.50	16.50	85.65/2.00	1,919.02	3,520.00	476.73	269.28	199.60	1,115.23	2,404.77	
				REG					8.00		8.00	57.10/2.00									
RAY, LARRY E ***-**_1288	B	EO	J	REG					8.00			8.00	53.30/2.00	442.40	442.40	77.61	33.84	29.67	163.02	279.38	
REDNER, KEN R ***-**_6295	W	FO	J	DT						5.00	8.00	13.00	103.00	2,060.00	4,326.00	656.55	330.94	162.23	1,363.86	2,962.14	
				OT					4.00		4.00	77.25									
				REG					8.00		8.00	51.50									
RIZZO, VINCE P ***-**_5060	W	EO	J	OT				7.00	9.50	5.00	8.00	29.50	79.95/2.00	2,859.93	3,826.68	598.77	292.74	223.80	1,304.73	2,521.95	
				REG				8.00			8.00	53.30/2.00									
SCHAID, DANIEL M ***-**_6211	W	LA	J	DT					3.00			3.00	94.80	1,860.45	2,618.85	437.68	200.34	98.21	865.86	1,752.99	
				OT				4.00	4.00	3.50		11.50	71.10								
				REG					8.00	8.00		16.00	47.40								
SPRINGER, CHRISTOPHER ***-**_7331	W	T	J	OT				4.00	9.00	8.50		21.50	63.66	1,389.91	2,769.21	493.61	211.84	40.00	882.53	1,886.68	
				REG					0.50			0.50	42.44								
URIBE, RONALDO A ***-**_2584	H	LA	A	OT								6.50	49.77	323.51	1,294.02	135.85	98.99	48.53	345.12	948.90	

Reviewed by:

☐ No Work

☐ Suspended

☐ Completed

Signature of State Official

NOTE: A certified copy of each weekly payroll must be submitted by the prime contractor within seven (7) days of the regular payment date.

*See instruction page for codes to be entered



☒ Contractor or ☐ Subcontractor & No. _____

Section _____ Payroll No. 8

Project No. _____ For Week Ending 03/04/23

Contract No. _____

County _____

(1) Name and Individual Identification Number	(2)*	(3)*	(4)*	(5) Hours and Days Worked								(6) Total Hours	(7) Rate of Pay	(8) Amount Earned	(9) Total Earned	(10) Deductions				(11) Wages Paid for Week
											SAT 03/04					FICA	State W/H Tax	Other	Total Deductions	
				SUN 02/26	MON 02/27	TUE 02/28	WED 03/01	THU 03/02	FRI 03/03											
WOZNIAK, BRIAN A	W	FO	J	DT				3.50	6.50	8.50	18.50	98.80	3,371.55	4,236.05	694.50	324.06	209.68	158.85	1,387.09	2,848.96
				OT				3.50	4.00	8.00	15.50	74.10								
				REG					8.00	8.00	8.00	49.40								
***-**-3547																				

Reviewed by: _____ ☐ No Work ☐ Suspended ☐ Completed

Signature of State Official _____

NOTE: A certified copy of each weekly payroll must be submitted by the prime contractor within seven (7) days of the regular payment date.

*See instruction page for codes to be entered

SBE 48 (Rev. 06/14/11)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Shannon Payson	
Project Accountant	
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Date 03/15/23
I, Shannon Payson Project Accountant
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise payment of the persons employed by

Berger Excavating Contractors on the

(Contractor or Subcontractor)

Misc Jobs ; that during the payroll period commencing on the

(Building or Work)

26th day of February, 2023, and ending the 4th day of March, 2023, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

from the full

Berger Excavating Contractors

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

FICA, Medicare, Federal/State Withholding Taxes, Child Support - Illinois, Employee Loan

UNIFORM DEDUCTION, Dues, Dues 301, PAC Fund, Vacation Deduction

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

X In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.



Payroll

X Contractor or Subcontractor & No.		Route		Section		Payroll No.	
Berger Excavating Contractors		County		Project No		9	
Address 1205 Garland Rd.						For Week Ending 03/11/23	
Wauconda, IL 60084				Contract No.			

Attachment: BG.23.02 - March 2023 Water Main Collapse Repair (O-2023-55 : Berger Excavating

(1) Name and Individual Identification Number	(2)*	(3)* (4)*	Eam Code	(5) Hours and Days Worked							(6) Total Hours	(7) Rate of Pay	(8) Amount Earned	(9) Total Earned	(10) Deductions				(11) Wages Paid to Week
				SUN	MON	TUE	WED	THU	FRI	SAT					FICA	State W/H Tax	Other	Total Deductions	
				03/05	03/06	03/07	03/08	03/09	03/10	03/11									
ADAME, GILBERTO E	H	FO	J DT	4.00							4.00	105.50	422.00	2,927.63	223.96	144.92	109.79	879.65	2,047.5
***-**-6526																			
ADAMS, RYAN R	W	T	J REG		7.00						7.00	42.44	297.08	1,549.06	118.50	74.37	40.00	443.02	1,106.0
***-**-2054																			
ALBARRAN, JUAN	H	EO	J OT				2.50				2.50	79.13/2.00	1,597.94	1,597.94	122.24	79.10	103.46	543.89	1,054.0
			OT				1.00				1.00	79.13/2.00							
			REG				8.00				8.00	52.75/2.00							
***-**-1060			REG				8.00				8.00	52.75/2.00							
BARRIS, SAM S	W	T	J OT		2.50		1.50				4.00	63.66	424.40	2,185.66	167.20	108.19	49.10	697.89	1,487.7
***-**-4330			REG		0.50					3.50	4.00	42.44							
BRANTLEY, DAVE J	W	EO	J OT			1.00	2.50	1.00			4.50	79.95/2.00	2,580.78	2,580.78	197.43	152.75	166.42	995.14	1,585.6
			REG		8.00	8.00	8.00	8.00			40.00	53.30/2.00							
***-**-2695																			
BULOW, KANE M	W	LA	J OT		1.50						1.50	71.10	485.85	1,623.45	124.19	155.36	60.88	462.86	1,160.5
			REG		8.00						8.00	47.40							
***-**-4034																			
BUNDZA, WAYNE M	W	EO	J OT			1.00					1.00	79.95/2.00	524.35	1,450.13	110.93	80.94	94.50	512.95	937.1
			REG			8.00					8.00	53.30/2.00							
***-**-4734																			
CARRANZA, HOMERO	H	LA	J OT		4.00	3.00					7.00	71.10	1,350.90	2,998.05	229.35	148.40	112.43	906.65	2,091.41
			REG		8.00	8.00			2.00		18.00	47.40							
***-**-8422																			

Reviewed by: _____	☐ No Work	☐ Suspended	☐ Completed
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Signature of State Official

NOTE: A certified copy of each weekly payroll must be submitted by the prime contractor within seven (7) days of the regular payment date.
*See instruction page for codes to be entered



Payroll

☒ Contractor or ☐ Subcontractor & No.		Route		Section		Payroll No.	
Berger Excavating Contractors		County		Project No		9	
Address 1205 Garland Rd.						For Week Ending 03/11/23	
Wauconda, IL 60084				Contract No.			

(1) Name and Individual Identification Number	(2)*	(3)*	(4)*	Earn Code	(5) Hours and Days Worked							(6) Total Hours	(7) Rate of Pay	(8) Amount Earned	(9) Total Earned	(10) Deductions				(11) Wages Paid for Week	
					SUN	MON	TUE	WED	THU	FRI	SAT					FICA	State W/H Tax	Other	Total Deductions		
					03/05	03/06	03/07	03/08	03/09	03/10	03/11					Federal W/H Tax					
CLARK, JUSTIN T	W	FO	J	REG			2.00						68.81	137.62	2,752.40	362.43	210.56	136.24	103.22	812.45	1,939.9
***-**_4210																					
COUGHRAN, TIMOTHY	W	EO	J	DT		0.50						0.50	99.50	447.75	447.75	37.38	34.25	22.16	77.31	171.10	276.6
***-**_4686				REG		8.00						8.00	49.75								1,720.5
FARRAR, BRAD C	W	T	J	OT		2.00	2.00	2.00	2.00	2.00	2.00	10.00	63.66	2,058.34	2,334.20	270.43	178.57	115.54	49.10	613.64	1,720.5
***-**_0208				REG		8.00	3.50	6.00	8.00	8.00		33.50	42.44								1,813.5
GALAN, ANTHONY J	W	T	J	OT			3.00					3.00	63.66	275.86	2,503.96	216.81	191.55	117.02	165.00	690.38	1,813.5
***-**_0053				REG			2.00					2.00	42.44								422.4
Gonzalez, Michael A	W	EO	J	DT		0.50	0.50					1.00	99.50	895.50	895.50	71.27	68.51	44.33	288.93	473.04	422.4
***-**_1903				REG		8.00	8.00					16.00	49.75								1,882.7
JIRASEK, JAMES T	W	EO	J	DT	4.00							4.00	105.50/2.00	430.00	2,903.94	470.77	222.15	143.75	184.50	1,021.17	1,882.7
***-**_8664																					
LORENZ, PAUL H	W	T	J	REG		7.50	1.00					8.50	42.44	360.74	2,270.54	373.93	173.70	110.08	40.00	697.71	1,572.8
***-**_8348																					
MOLINA, ALEX	H	LA	J	REG				8.00				8.00	47.40	379.20	758.40	74.66	58.02	37.54	28.44	198.66	559.7
***-**_5696																					

Reviewed by: _____	☐ No Work	☐ Suspended	☐ Completed
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Signature of State Official

NOTE: A certified copy of each weekly payroll must be submitted by the prime contractor within seven (7) days of the regular payment date.

*See instruction page for codes to be entered



Payroll

☒ Contractor or ☐ Subcontractor & No.		Route		Section		Payroll No.	
Berger Excavating Contractors		County		Project No.		9	
Address 1205 Garland Rd.						For Week Ending 03/11/23	
Wauconda, IL 60084				Contract No.			

(1) Name and Individual Identification Number	(2)*	(3)*	(4)*	(5) Hours and Days Worked							(6) Total Hours	(7) Rate of Pay	(8) Amount Earned	(9) Total Earned	(10) Deductions				(11) Wages Paid for Week																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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Reviewed by: _____ Signature of State Official _____

☐ No Work ☐ Suspended ☐ Completed

NOTE: A certified copy of each weekly payroll must be submitted by the prime contractor within seven (7) days of the regular payment date.
*See instruction page for codes to be entered

Date 03/16/23

I, Shannon Payson Project Accountant (Title)

do hereby state:

(1) That I pay or supervise payment of the persons employed by

Berger Excavating Contractors on the (Contractor or Subcontractor)

Misc Jobs (Building or Work) ; that during the payroll period commencing on the 5th day of March, 2023, and ending the 11th day of March 2023, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Berger Excavating Contractors from the full (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. 3145), and described below:

FICA, Medicare, Federal/State Withholding Taxes, Child Support - Illinois, Employee Loan

UNIFORM DEDUCTION, Dues, Dues 301, O&P Fund, PAC Fund, SAVINGS/VACATION, Vacation Deducti

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

X In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Shannon Payson Project Accountant	
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	



Ordinance No. O-2023-56 : Ordinance Authorizing an Engineering Services Agreement with Ciorba Group

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the Ciorba Group contract for design and construction engineering services for a portion of the Infrastructure Modernization Program for 2024 through 2027. Ciorba Group has submitted a Professional Services Contract for survey, design engineering and construction engineering to be performed from 2023 to 2028 as part of the Infrastructure Modernization Program. Staff will then bid the construction projects within the proposal with the Board's approval during the 2024 to 2027 construction seasons.

ATTACHMENTS:

- Ciorba Memo (DOCX)
- Ciorba Ordinance (DOCX)
- Professional Service Contract 2023 Ciorba (PDF)

Trustee Liaison
Smith

Staff Contact
Kyle Johnson, Engineering

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 13, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: Ciorba Group Infrastructure Modernization Program Engineering

Staff Recommendation

Staff recommends approval of the Ciorba Group contract, subject to review and approval by Village Attorney.

Overview

Ciorba Group has submitted a Professional Services Contract for survey, design engineering and construction engineering to be performed from 2023 to 2028 as part of the Infrastructure Modernization Program. Staff will then bid the construction projects within the proposal with the Board's approval during the 2024 to 2027 construction seasons.

Ciorba Group is submitting for survey, design engineering and construction engineering services on:

- Buffalo Grove Road Utilities and Drainage Improvements
- Cambridge Court Lift Station Decommissioning
- Lake Boulevard Sanitary Sewer Upsize
- OTP/Raupp/Golfview Basin and Lift Station Improvements
- Route 22 Lift Station Reconstruction
- Other Agency Project Coordination

Staff choose Ciorba Group for these services based upon their positive response to the 2022 Engineering Request for Qualifications (RFQ) and their high level of service for residents with projects that are highly disruptive and invasive. As a critical member of the Village's sewer operations and improvement project team from 2014 to present, they have helped to establish strong, contracted expectations from those performing the work along with showing an appreciation for the frustration caused by the work for the residents. Ciorba Group has worked with several Departments and Divisions within the Village over the years, which now allows them to be efficient and understanding with requirements of the Village.

Grouping these projects together in one contract for a four-year period creates economies of scale for the Village. Furthermore, time and effort are saved by the Village Board and staff awarding one contract, as multiple contract procurements are not required; allowing that time to be focused on communications, technical requirements and other impacts of the Improvement Modernization Program.

Based upon the scope of work \$2,725,706.69 will be expended from Capital Sewer Project Funds.

ORDINANCE 2023-_____**AN ORDINANCE AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH CIORBA GROUP**

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

WHEREAS, the Village seeks to enter into an Engineering Services Agreement with Ciorba Group for an engineering design and construction engineering of various Infrastructure Modernization Program projects,

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

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

SECTION 2. The Village Manager is authorized to enter into an Engineering Services Agreement with Ciorba Group for an engineering design and construction engineering of various Infrastructure Modernization Program projects at a price not to exceed \$2,725,706.69, subject to review by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

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

THIS AGREEMENT is dated as of the 17th day of April 2023 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

Ciorba Group
Address: 8715 W. Higgins Road, Suite 600
Attn: Tony Wolff
Phone: 773-775-4009
Email: twolff@ciorba.com

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

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

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit B, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Firm shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Firm for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition To Agreement Amount.** If the Firm wishes to make a claim for additional compensation as a result of action taken by the Village, the Firm shall provide written notice to the Village of such claim within 14 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Firm, the Firm shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

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

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

F. **Escalation**

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

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

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

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

SECTION 6. WARRANTY AND INSURANCE

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

Ciorba Group
 Address: 8715 W. Higgins Road, Suite 600
 Attn: Tony Wolff
 Phone: 773-775-4009
 Email: twolff@ciorba.com

SECTION 8. GENERAL PROVISIONS (cont.)

- E. **Third Party Beneficiary.** It is agreed by the Village and the Firm that this agreement is intended for the benefit of the Village and the Firm only, and not for the benefit of any consultants to the Village, contractors, trade subcontractors, suppliers, any of their employees or agents, or any other person or entity involved with any services to the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (I) by causes beyond that party's reasonable control, including epidemic and pandemic, and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon, as well as labor shortages or restrictions on movement or access to labor, where that restriction or shortage is caused by legal or administrative action or the publicized recommendation of public health officials, governmental authorities, or labor organizations having jurisdiction over the project or source of supply for the project as a condition for relief from schedule and performance obligations. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
- I. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- J. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Firm with respect to the Request for Proposal.
- K. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- L. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- M. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- N. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

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

SECTION 8. GENERAL PROVISIONS (cont.)

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

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

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

Attach RFQu Response documents

April 12, 2023

Mr. Ted Sianis, P.E.
Civil Engineer II
Village of Buffalo Grove
51 Raupp Blvd.
Buffalo Grove, IL 60089

**Subject: Professional Engineering and Resident Engineering Services
Village of Buffalo Grove
2024 - 2027 Capital Improvement Projects
Ciorba Project P021678.00**

Dear Mr. Sianis:

We are pleased to submit our proposal for the Professional Engineering and Resident Engineering Services for the 2024 - 2027 Capital Improvement Projects.

The 2024 - 2027 Capital Improvement Projects that Ciorba has been asked to assist with include:

- Buffalo Grove Road Utilities and Drainage Improvements
- Cambridge Court Lift Station Decommissioning
- Lake Boulevard Sanitary Sewer Upsize
- OTP / Raupp / Golfview Basin and Lift Station Improvements
- Route 22 Lift Station Reconstruction
- Various Other Village Projects

Our approach and team utilize industry knowledge based on design and construction experience on similar projects and knowledge of the Village's operations based on previous projects with the Village. We appreciate the opportunity to submit on these important public improvement projects. Should you have any questions about this proposal, please contact me at 773.892.9795 or at lmattson@ciorba.com

Sincerely,

Ciorba Group, Inc.



Luke A. Mattson, PE
Water Resources Project Manager

PROJECT UNDERSTANDING

The Village of Buffalo Grove wishes to complete various Capital Improvement Projects between 2024 and 2027 consisting of work at various locations within the Village, as follows:

1. Buffalo Grove Road Utilities and Drainage Improvements Project (Estimated Construction Cost \$5,314,683.00)

- a. The Buffalo Grove Road Utilities and Drainage Improvements Project will include the replacement, extension, and new improvement of Village water, sanitary, and storm sewer infrastructure along Buffalo Grove Road between Lake Cook Road and Dundee Road. This work will be completed in coordination with the Cook County Department of Transportation and Highways (CCDOTH) project to improve Buffalo Grove Road between Hintz Road and St. Mary's Parkway (Section 21-W1446-00-PV) with construction scheduled for 2025.
- b. Sanitary sewer improvements are expected to include i) relevant items of Village 2022 Sanitary Master Plan Project OP-CE-7-1 including the reconstruction of the sanitary sewer on the west side of Buffalo Grove Road between 248 Buffalo Grove Road and the Golfview Lift Station, and ii) reconstruction of the Golfview Lift Station force main.
- c. Water Main improvements are expected to include the consolidation of existing mains along Buffalo Grove Road to single 16" water main, with approximately 4,600' of improvement.
- d. Storm sewer improvements are expected to include the Navajo Trail Improvements as presented in the 2019 Village Stormwater Master Plan, consisting of the installation of a 42" storm sewer along Buffalo Grove Road from Bernard Drive north to Buffalo Creek.
- e. A conventional existing condition survey of the project limits will be completed.
- f. Full engineering plans and specifications will be developed for inclusion in the CCDOTH Buffalo Grove Road project.
- g. A CCDOTH permit may be necessary for work within the Buffalo Grove Road right of way.
- h. An Illinois Environmental Protection Agency (IEPA) Division of Public Water Supplies (DPWS) permit will be necessary for the water main improvements.
- i. An IEPA Division of Water Pollution Control (DWPC) permit and a Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Watershed Management Ordinance (WMO) permit will be necessary for the sanitary sewer improvements.
- j. Resident Engineering services will be provided on this project.

2. Cambridge Court Lift Station Decommissioning Project (Estimated Construction Cost \$250,000.00)

- a. The Cambridge Court Lift Station Decommissioning Project is expected to include the improvements outlined in the Village 2022 Sanitary Master Plan Project LS-CE1-1, including abandoning the existing Cambridge Court lift station, modifying 4 sanitary overflow structures on Cambridge Drive, abandon the existing Cambridge Drive 15" overflow sewer.
- b. An engineering study will be completed for this project to assess the system performance of the new Cambridge on the Lake lift station in Cambridge Park during wet weather flows and review basin peak factors after recent capital improvements.

- c. A conventional existing condition survey of the project limits will be provided.
- d. Full engineering plans and specifications will be developed for bidding and construction either as a stand-alone project or as part of a larger package.
- e. An IEPA DWPC permit and an MWRDGC WMO permit will be necessary for the sanitary sewer improvements.
- f. Resident Engineering services will be provided on this project.

**3. Lake Boulevard Sanitary Sewer Upsize Project
(Estimated Construction Cost \$1,481,362.50)**

- a. The Lake Boulevard Sanitary Sewer Upsize Project is expected to include the improvements outlined in the Village 2022 Sanitary Master Plan Project CA-CE7C-1, including upsizing approximately 1,200' of 12" sewer to 15" sewer along Lake Boulevard in the Cambridge on the Lakes Condominiums.
- b. An engineering study will be completed for this project to assess the sewer capacity and constructability approach to the new sewer.
- c. A conventional existing condition survey of the project limits will be provided.
- d. Full engineering plans and specifications will be developed for bidding and construction either as a stand-alone project or as part of a larger package.
- e. An IEPA DWPC permit and an MWRDGC WMO permit will be necessary for the sanitary sewer improvements.
- f. An IEPA NPDES permit will be necessary due to the amount of soil disturbance created by this project.
- g. Resident Engineering services will be provided on this project.

**4. OTP / Raupp / Golfview Basin and Lift Station Improvements
(Estimated Construction Cost \$5,830,265.77)**

- a. The OTP / Raupp / Golfview Basin and Lift Station Improvements are expected to include relevant items of the Village 2022 Sanitary Master Plan Project OP-CE-7-1 including:
 - i. Lift Station Work: Abandon existing Raupp and OTP Lift Stations; Construct new Raupp Lift Station; Rehabilitate Golfview Lift Station.
 - ii. Sanitary Sewers: Construct new Golfview / Raupp basin overflow; Construct 1,500' of new 15" sanitary sewer from old OTP lift station to new Raupp lift station.
 - iii. Force Mains: Abandon existing Raupp 10" force main; Abandon existing OTP 10" force main; Construct new 12"-16" Raupp force main and outfall splitting structure.
- b. An engineering study will be completed for this project to review existing conditions, analyze wet weather data via flow monitoring, present comprehensive alternatives, recommend an overall improvement, and present budgetary estimates.
- c. A conventional existing condition survey of the project limits will be provided.

- d. Full engineering plans and specifications will be developed for bidding and construction either as a stand-alone project or as multiple packages.
- e. An IEPA DWPC permit and an MWRDGC WMO permit will be necessary for the sanitary sewer improvements.
- f. An IEPA NPDES permit will be necessary due to the amount of soil disturbance created by this project.
- g. Resident Engineering services will be provided on this project.

**5. Route 22 Lift Station Reconstruction Project
(Estimated Construction Cost \$1,175,000.00)**

- a. The Route 22 Lift Station Reconstruction Project is expected to include the improvements outlined in the Village 2022 Sanitary Master Plan Project LS-L4A-1, including the reconstruction of the existing can-style lift station to the Village's current submersible standard.
- b. An engineering study will be completed for this project to review the lift station existing conditions, summarize deficiencies based on an inspection and desk study, and provide recommended improvements for the reconstruction with costs.
- c. A conventional existing condition survey of the project limits will be provided.
- d. Full engineering plans and specifications will be developed for bidding and construction.
- e. An IEPA DWPC permit and an MWRDGC WMO permit will be necessary for the sanitary sewer improvements.

6. Various Other Village Project Improvements (2024-2027)

- a. The Various Other Village Project Improvements are anticipated to include projects such as smaller sanitary studies, annual maintenance project participation, small design tasks for sanitary systems, etc. using Local Funds. At the Village's request, we have provided a budget of \$25,000 for these projects in this contract. As needed, full bid documents including specifications and quantities will be developed for bidding and construction.
- b. Resident Engineering and Construction Staking services will be provided as needed.

PROJECT SCOPE

The following outlined project tasks will be performed as required by a particular project:

Engineering Studies

1. **Meetings, Data Collection and Coordination** - Attend an initial kick off meeting with the Village to review proposed schedules, inspection procedures, engineering parameters and deliverables. Any additional available data will be collected at this meeting. Known additional data includes SCADA level and lift station pump runtime output for significant rain events in the past 5 years; MWRDGC permits; equipment data; and basin capital water main and street improvement planning information.

Attend one review meeting to discuss Village comments on preliminary reporting.

2. **Lift Station Civil / Structural / Mechanical / Electrical Inspection** - Perform an in-depth inspection of the following at relevant lift stations:

Civil

- Upstream manholes and force main outfall structures.
- Ground level inspection of wet well.
- Adjacent properties that may be impacted by improvements.

Structural

- Visual inspection of existing wet well and dry well.
- Safety requirements for ladders, cages, etc.

Mechanical

- Pumps and motors.
- Valves, piping, supports, flanges, bolts, fittings, etc.

Electrical

- Utility service components.
- Standby generator components.
- Drywell panel, switchgear and lighting.

SCADA

- General condition of controls components.

3. **Review Existing Station Capacities** - Calculate the following station parameters: Area Served, Population Served, Average Incoming Flow, Pump Capacities, Static Head, Pipe Friction, Minor Losses, Effective Volume, and Detention Time. Compare findings to original MSD permits.
4. **Review Permitting Station Capacities** - Utilizing some of the information from the Existing Station Capacities, calculate the following station parameters: Peak Factor, Allowable Pump Capacity (Design Flow). Compare findings to existing station capacity calculations to identify imbalances between stations.
5. **Review Wet Weather Performance** - Simulate 4 historic wet weather flows against the permitting station capacities. Utilize Village provided SCADA output at each station to analyze the events. Plot flow and storage volume versus time graphs for each storm. Summarize surcharge conditions for each storm for the individual and combined basins.
6. **Summarize Existing Issues** - Provide a table of issues to be addressed during design for each station individually. Provide a summary of system issues that require sanitary sewer improvements to optimize flow handling.
7. **Gravity Basin Alternatives Analysis and Recommendations** - Perform hydraulic analyses of the existing system for alternatives arising out of the existing issues analysis. Provide summary of alternatives impact and a recommendation for improvements.
8. **Station Recommendations** - Provide a summary of proposed improvements at each station and an estimate of cost.
9. **Construction Sequencing Recommendations** - Review the project in conjunction with the additional area capital improvements. Provide recommendations for overall project sequencing based on handling sewer flows as well as the construction of the additional water and roadway capital improvements.
10. **Preliminary Construction Cost Estimates** - Perform preliminary quantity schedules and prepare cost estimates for the proposed alternatives, including contingencies and engineering costs.
11. **Reporting** - Compile a report presenting the sections discussed above in Preliminary and Final phases.

Existing Conditions Survey

1. Ciorba will perform a full topographic survey of the lift station site. Survey tasks will include setting horizontal and vertical control; topographic survey of the site and adjacent roadway and sidewalks; utility information (including water, sewer, and drainage components); important other facilities required for design information (this may include electrical transformers and communication pedestals among other items); any other items that must be considered for design, including vegetation, signs, buildings, light poles, etc. in the vicinity of the site.

Final Engineering

1. Meetings, Data Collection and Coordination

Attend an initial kick-off meeting with the Village to review the proposed schedule, engineering parameters and deliverables. Attend a concept review meeting to discuss alternative layouts and alignments based upon the study phase and / or desk study. Attend a Preliminary and Pre-Final design review meeting to discuss Village comments and additional design considerations. Other meetings will be scheduled as required to maintain close coordination with the Village.

Attend meetings with MWRDGC to discuss lift station permitting and basin issues.

Attend meetings with the Electric Utility to discuss power supply scope and utility conflicts.

Prepare agendas, exhibits, and meeting minutes for all meetings.

2. Soil Borings

Ciorba will work with geotechnical subconsultants to complete soil borings as required for a particular design. Soil samples will be tested for moisture content, dry unit weight, unconfined strength and pH. Findings will be summarized in a geotechnical report. Reports will be used in preparing LPC-662 forms (source site certification by owner or operator). These certifications will be made part of the bid documents to inform the bidding contractors of the existing soil conditions as they relate to CCDD.

3. Property Title Searches

Ciorba Group will work with a subconsultant to complete title searches for relevant properties to confirm right of way alignment and easements against recorded documents and field survey.

4. Flow Monitoring

Ciorba Group will work with the Village's flow monitoring consultant for flow monitoring location selection and review of flow monitoring results, and flow summary reporting. Actual flow monitoring by the Village's consultant will be performed under a separate contract.

5. Smoke Testing

Ciorba Group will work with the Village's smoke testing consultant for basin selection and review of smoke testing results and reporting. Actual smoke testing by the Village's consultant will be performed under a separate contract.

6. Utility Coordination

Ciorba will obtain atlases from private utility companies once the Notice to Proceed is received from the Village. This information will be added onto our base sheets with the drafted topographic survey data. A critical item is to identify any private utility adjustments or relocations as soon as possible. During design, the staff will identify any potential conflicts so that the utility company can be contacted immediately to verify the conflict. Utility coordination will go beyond contacting the various companies about potential adjustments of their facilities. Once verified, we will request the private utility company develop a schedule for the adjustment or relocation to avoid delaying the start of construction.

7. Progress Plans, Specifications, and Cost Estimate (75%)

Ciorba Group will prepare progress plans, specifications, and cost estimates. The plans will include but are not limited to:

General

- Cover Sheet with index and key map
- Legend and General Notes
- MWRDGC General Notes
- Summary of Quantities
- Alignment, Ties and Benchmarks

Lift Stations

- Existing Condition and Demolition Plan
- Proposed Lift Station Plan and Details
- Electrical Site Plan and Schedule
- One Line Diagram and Electrical Details

Utilities and Drainage

- Existing Conditions and Removal Plans
- Proposed Utility Plan and Profile
- Site Grading and Drainage Plans
- Drainage Schedules
- Erosion Control and Restoration Plans
- Stormwater Management Design Plans

Details

- Village Standard Details
- Lift Station Details
- IDOT Details
- Erosion Control Details

All specifications will conform to the Standard Specifications for Water and Sewer Construction in Illinois, IDOT Standard Specifications for Road and Bridge Construction, and Village of Buffalo Grove requirements. Special Provisions will be prepared for pay items not addressed by either Standard Specifications. An Estimate of Time and an Estimate of Cost will be prepared for submittal.

Before the 75% PS&E documents are submitted to the Village, a QC/QA Engineer not associated with the project's day to day work efforts will review the documents in accordance with the established QC/QA Plan.

8. Permitting

Ciorba will assemble and submit the required permit applications. The following permits are expected to be required:

- MWRDGC - WMO
- IEPA DPWS - Construction Permit
- IEPA DWPC - Construction Permit
- CCDOTH - Utility Permit
- IDOT - Utility Permit
- IEPA - NPDES Permit

9. Final Plans, Specifications, and Cost Estimates (100%)

The PS&E will be revised per Village comments on the 75% documents. After a last QC/QA review, the final PS&E will be submitted to the Village for bid letting review. Final last-minute adjustments will be made to the documents if required by the Village. Copies of the final PS&E will be submitted in the numbers required by the Village for bidding.

10. Bidding Assistance

Ciorba will assist the Village with advertising the project for bidding, distribution of plans and specifications to bidders, attending a pre-bid meeting, respond to bidders' written questions and issue an addendum (if necessary). Ciorba will review and tabulate the bids and make a recommendation to the Village for the award of the project.

11. Quality Assurance / Quality Control

The project will be completed in accordance with the Ciorba QA/QC plan. The QA/QC plan is available upon request.

12. Deliverables

Deliverables will include reports, plans, specifications, cost estimates, and CAD files in digital formats required by the Village, submitted via e-mail or FTP, and a digital CD copy.

Resident Engineering

1. Preconstruction Conference

The Resident Engineer (RE), Resident Inspector (RI), and Project Engineer (PE) will attend the preconstruction meeting along with Village Public Works staff; Contractor and his subcontractors; other representatives as required. Meeting topics include progress schedule, construction staging, material and equipment storage, demolition techniques, equipment submittals, general correspondence procedures, traffic control, subcontractor roles, and submittal for payment. The RE and the Contractor's 24-hour emergency numbers will also be made available to participants. The RE will prepare meeting minutes and distribute them to all participants.

2. Shop Drawing Review

Ciorba will provide review services for information and data submitted by the Contractor for materials and equipment. Ciorba will log, stamp, and track all submittals received, and identify outstanding submittals. All submittals will be reviewed for compliance with the intent of the Contract documents. Submittal mark-ups and review letters will be generated for each submittal in a timely manner and e-mailed to the contractor with copies to the Village. Ciorba will notify the Village of any substitutions, deficiencies, or changes in the submitted materials when compared to the contract documents. An assessment of any deviations will be made by Ciorba and presented to the Village with a request for acceptance or denial. Ciorba will advise the Village of any disapprovals in submittals due to non-conformance with the intent of the specifications.

3. Construction Observation and Documentation

Ciorba Group's Construction Engineering model includes a full-time RE supported by the PE. Alternatively, the project may include a full-time RI dedicated to the project, supported by the RE and PE. The model is dependent upon the contractor's schedule. Survey crew members will also be available to complete any necessary survey work tasks. The PE will be on site weekly for progress meetings and will be the leading inspector for milestone inspections, including the start-up inspection when the pumps, generator, controls, and power failure scenarios are reviewed.

Construction will be monitored for conformance with the contract documents and Village requirements. If there are any unforeseen conditions or issues that develop, Ciorba's design engineers will be available to provide options to the Village to mitigate costly delays. Inspector Daily Reports will be completed on Ciorba standard forms. Ciorba will also maintain a diary describing the work accomplished each day and will document all work with photographs. Weekly progress reports will be prepared and provided to the Contractor and the Village. Monthly pay estimates will be prepared and submitted to the Village for review and processing.

Other duties for the RE will be to continue public stakeholder involvement by addressing any concerns or issues of the residents. At minimum, this will consist of answering phone calls, discussing items on site, receiving, and sending e-mails, and following up communication. Issues will be resolved in a timely manner as determined by the Village and situational needs.

As an on-site extension of the Village, Ciorba will maintain close communication with the Village's designated representative. This will be accomplished by as-needed daily communication and progress meetings chaired by Ciorba every week once the contractor is mobilized. Invitees to the weekly meeting will include the Village's

designated representative, other Village staff such as Public Works personnel, the Contractor and his subcontractors, and other stakeholders, permitting agencies, or utility representatives as needed. Meetings will be held on-site.

4. Grading Quantities Balance Survey

Where the plan quantities for excavation are to be used as the final pay quantities, the Engineer will make sufficient checks to determine if the work has been completed in conformance with the plan cross sections. This includes a full topographic survey of the Alternative B area for comparison to the pre-construction existing conditions.

5. Project Closeout

Ciorba will maintain a punch list of construction items that require correction before final acceptance. The site will be inspected for completion of punch list items and the Contractor will be notified of any incomplete items. After the punch list is completed, site inspections will be conducted by Ciorba with the Village and the Contractor.

Draft Operation and Maintenance manuals and warranties will be reviewed by the RE for completeness, with comments provided for the contractor based on this review. Final version will be received by Ciorba Group and transferred to the Village.

Final documentation papers for project will be prepared for acceptance by the Village. This includes all material certifications and testing results, final quantity measurements, balancing change orders and final pay estimates. As construction proceeds, any modifications to the plans will be field measured and documented in the final construction record drawings. The two sets of final construction record drawings will be provided to the Village as a hard copy in the form of a red-lined field set.

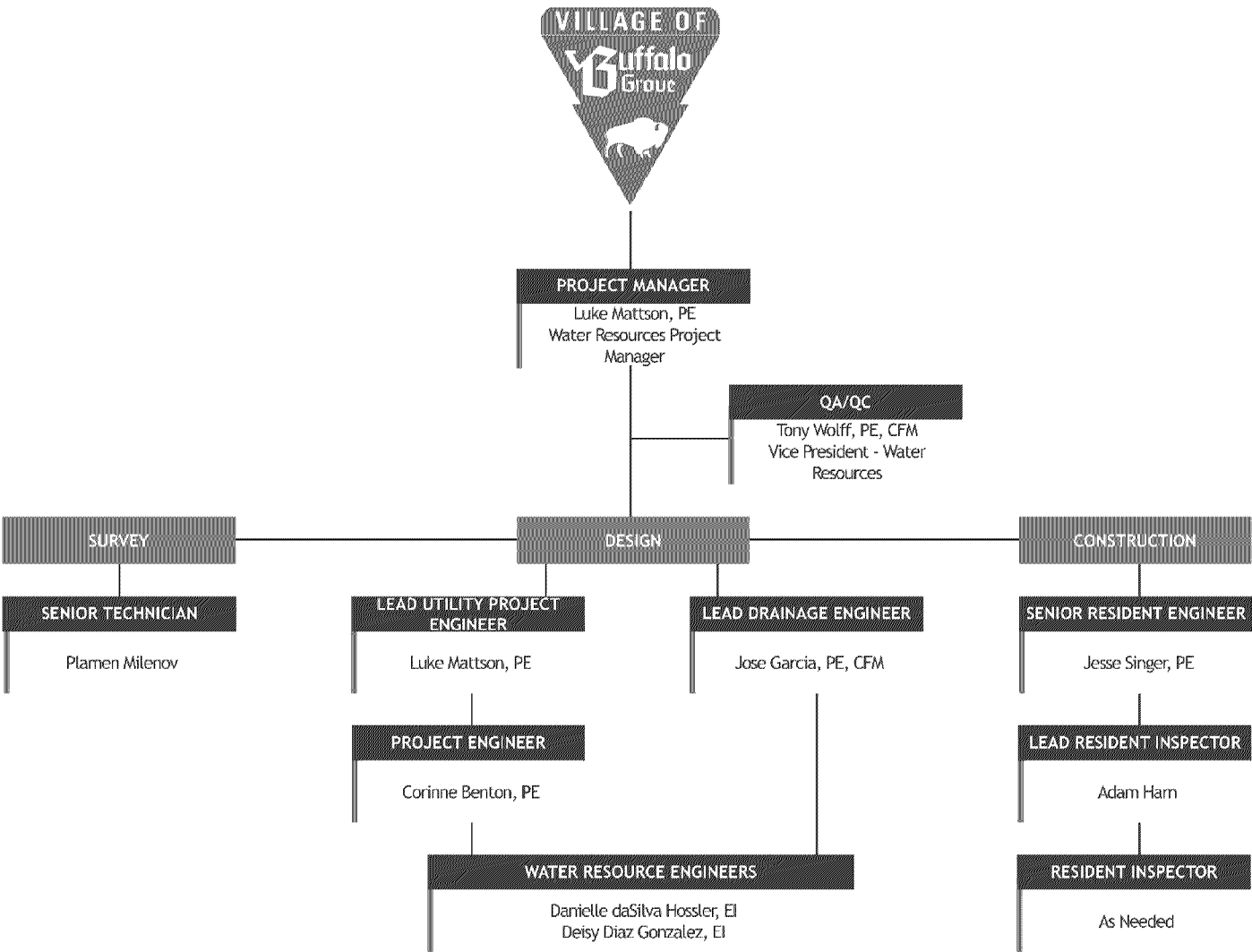
ADDITIONAL SERVICES

The following services have not been included in the scope outlined above. These services may be provided at the request of the Village as an additional service.

- Meetings with public officials, Village staff, agencies, homeowners, or consultants beyond those noted in the scope. Attendance at public hearings.
- Performing surveying, mapping, plat and topographic work, including investigation of underground utilities and physical location of them.
- Clean Construction or Demolition Debris (CCDD) testing, analysis, and certification.
- Coordinating relocation of non-Village owned utilities.
- Preparation of multiple bid set plans or phased plans.
- Review fees or utility locate fees.

ENGINEERING STAFF

Luke Mattson will serve as the Project Manager and the primary contact for the Village. Tony Wolff will provide QA reviews to ensure work and deliverables meet Ciorba’s high standards. Jesse Singer will lead the Resident Engineering services for Ciorba, supporting the full time inspector Adam Harn. These key personnel will be supported by Ciorba water resources engineers, surveyors, and additional resident inspection staff as the project requires.



COMPENSATION FOR SERVICES

Based upon the scope of services noted above, Ciorba Group proposes to invoice the Village of Buffalo Grove on a not-to-exceed fee basis, using the attached hourly rates. Because the project scope has not been fully established, we have proposed budgetary fees for each line item below based on normal industry standard percentages of the estimated construction cost of the defined projects.

Attachment: Professional Service Contract 2023 Ciorba (O-2023-56 : 2024-2027 Ciorba Design and Construction Engineering)

Exhibit B.
Agreed Upon Pricing Structure

Attach Schedule of Prices

PROJECT		NOTES
1. Buffalo Grove Road Utilities and Drainage Improvements	(Estimated Cons: \$5,314,683.00)	1,2,3
Existing Conditions Survey (0.5% of Construction Cost)	\$26,573.42	4
Final Engineering (7% of Construction Cost)	\$372,027.81	
Resident Engineering (10% of Construction Cost)	\$531,468.30	
1. Engineering Total	\$930,069.53	
2. Cambridge Court Lift Station Decommissioning	(Estimated Cons: \$250,000.00)	5
Engineering Study (2% of Construction Cost)	\$5,000.00	
Existing Conditions Survey (2% of Construction Cost)	\$5,000.00	
Final Engineering (7% of Construction Cost)	\$17,500.00	
Resident Engineering (10% of Construction Cost)	\$25,000.00	
2. Engineering Total	\$52,500.00	
3. Lake Boulevard Sanitary Sewer Upsize	(Estimated Cons: \$1,481,362.50)	6
Engineering Study (2% of Construction Cost)	\$29,627.25	
Existing Conditions Survey (2% of Construction Cost)	\$29,627.25	
Final Engineering (7% of Construction Cost)	\$103,695.38	
Resident Engineering (10% of Construction Cost)	\$148,136.25	
3. Engineering Total	\$311,086.13	
4. OTP / Raupp / Golfview Basin and Lift Station Improvements	(Estimated Cons: \$5,830,265.77)	7
Engineering Study (2% of Construction Cost)	\$116,605.32	
Existing Conditions Survey (2% of Construction Cost)	\$116,605.32	
Final Engineering (7% of Construction Cost)	\$408,118.60	
Resident Engineering (10% of Construction Cost)	\$583,026.58	
4. Engineering Total	\$1,224,355.81	
5. Route 22 Lift Station Reconstruction	(Estimated Cons: \$1,175,000.00)	8
Engineering Study (2% of Construction Cost)	\$23,500.00	
Existing Conditions Survey (2% of Construction Cost)	\$23,500.00	
Final Engineering (7% of Construction Cost)	\$82,250.00	
5. Engineering Total	\$129,250.00	9
6. Various Other Village Projects		
6. Engineering Total	\$25,000.00	
ENGINEERING TOTAL LABOR		\$2,672,261.46
REIMBURSABLE EXPENSES (2% of Labor Costs)		\$53,445.23
TOTAL LABOR + REIMBURSABLES		\$2,725,706.69
Notes: 1. Sanitary Sewer: Sanitary Master Plan, Project OP-CE7-1, Relevant Items: \$1,250,000. Golfview Force Main: 2,405' @ \$400 / LF = \$962,000. Total = \$2,212,000. 2. Water Main: 4,600' - 16" Water Main (Limits in ERA Study comparing Existing 16" and Proposed 16". \$400 / LF = \$1,840,000. 3. Storm Sewer: Burke Navajo Trail Improvement, Construction Subtotal + 20% Contingency = \$1,262,683. 4. Survey % reduced to 0.5%, assuming majority of survey picked up with Cook County project. 5. Sanitary Master Plan Project LS-CE1-1 (Cambridge Court Lift Station decommissioning): \$250,000 6. Sanitary Master Plan Project CA-CE7C-1 (Lake Boulevard (175 Lake Boulevard - 125 Lake Boulevard) 1,200 LF upsize 12" to 18"): \$1,481,362.50 7. Sanitary Master Plan Project OP-CE7-1, Relevant Items: \$5,830,265. 8. Sanitary Master Plan Project LS-L4A-1: \$1,175,000. 9. Resident Engineering excluded based on projected construction after 2027.		

Attachment: Professional Service Contract 2023 Ciorba (O-2023-56 : 2024-2027 Ciorba Design and Construction Engineering)

HOURLY BASE RATES

The following table summarizes current 2023 hourly base rates for the expected labor classifications that will work on the defined projects. Rates are subject to increases on January 1st of each calendar year. Rate increases do not affect the not-to-exceed costs summarized in this proposal.

Labor Classification	Hourly Rate
Project Manager	\$94.00
Sr. Project Engineer	\$76.00
Project Engineer	\$60.50
Senior Resident Engineer	\$64.00
Senior Engineer	\$46.50
Engineer II	\$38.50
Engineer I	\$36.00
Senior Technician	\$48.00
Technician II	\$39.50

Exhibit C. Insurance

1. Firm's Insurance

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

A. Scope of Insurance: Coverage shall meet the following requirements:

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

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form reasonably equal to the ISO Additional Insured Endorsement CG 2010 and CG 2026 and commercially available.
- 2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" or reasonably equal and commercially available endorsement.
- 3) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
- 4) The Firm, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials. The Village acknowledges that the Firm has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials").

B. Limits of Insurance: Firm shall maintain the following limits:

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

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

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

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

I.

J. Workers' Compensation and Employers' Liability Coverage

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

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

K. Failure to Comply

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

L. Professional Liability

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



Ordinance No. O-2023-57 : Ordinance Authorizing an Engineering Services Agreement with Gewalt Hamilton Associates, Inc.

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the Gewalt Hamilton & Associates contract for design and construction engineering services for a portion of the Infrastructure Modernization Program for 2024 through 2027. Gewalt Hamilton Associates (GHA) has submitted a Professional Services Contract for survey, design engineering and construction engineering to be performed from 2023 to 2028 as part of the Infrastructure Modernization Program. Staff will then bid the construction projects within the proposal with the Board's approval during the 2024 to 2027 construction seasons.

ATTACHMENTS:

- GHA Memo (DOCX)
- GHA Ordinance (DOCX)
- Professional Service Contract 2023 GHA (PDF)

Trustee Liaison
Smith

Staff Contact
Kyle Johnson, Engineering

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 13, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: Gewalt Hamilton Associates Infrastructure Modernization Program Engineering

Staff Recommendation

Staff recommends approval of the Gewalt Hamilton Associates contract, subject to review and approval by Village Attorney.

Overview

Gewalt Hamilton Associates (GHA) has submitted a Professional Services Contract for survey, design engineering and construction engineering to be performed from 2023 to 2028 as part of the Infrastructure Modernization Program. Staff will then bid the construction projects within the proposal with the Board's approval during the 2024 to 2027 construction seasons.

GHA is submitting for survey, design engineering and construction engineering services on:

- Bernard Drive Contract 1 Street Improvement Project
- Bernard Drive Contract 2 Street & Utility Improvement Project
- St. Mary's/Mary Lu Street & Utility Improvement Project
- White Pine Street & Utility Improvement Project
- Mill Creek Contracts 1 Street & Utility Improvement Project
- Mill Creek Contracts 2 Street & Utility Improvement Project
- Mill Creek Contracts 3 Street & Utility Improvement Project
- Rolling Hills Street Improvement Project
- Diane Drive Street & Utility Improvement Project
- 2024 MFT Projects
- 2025 MFT Projects
- 2026 MFT Projects
- 2027 MFT Projects
- Infrastructure Modernization Program Coordination Assistance
- Other Agency Project Coordination

Staff choose GHA for these services based upon their positive response to the 2022 Engineering Request for Qualifications (RFQ) and their high level of service for residents with projects that are highly disruptive and invasive. As a critical member of the Village's street and utility improvement project team from 2014 to present, they have helped to establish strong, contracted expectations from those performing the work along with showing an appreciation for the frustration caused by the work for the residents. Gewalt Hamilton Associates has worked with several Departments and Divisions within the Village over the years, which now allows them to be efficient and understanding with requirements of the Village.

Grouping these projects together in one contract for a four-year period creates economies of scale for the Village. Furthermore, time and effort are saved by the Village Board and staff awarding one contract, as multiple contract procurements are not required; allowing that time to be focused on communications, technical requirements and other impacts of the Improvement Modernization Program.

Based upon the scope of work \$1,193,239.33 will be expended from Capital Street Project Funds and \$4,772,957.30 will be from Capital Water Project Funds.

ORDINANCE 2023-_____**AN ORDINANCE AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC.**

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

WHEREAS, the Village seeks to enter into an Engineering Services Agreement with Gewalt Hamilton Associates, Inc. for an engineering design and construction engineering of various Infrastructure Modernization Program projects,

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

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

SECTION 2. The Village Manager is authorized to enter into an Engineering Services Agreement with Gewalt Hamilton Associates, Inc. for an engineering design and construction engineering of various Infrastructure Modernization Program projects at a price not to exceed \$5,966,196.63, subject to review by the Village Attorney.

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

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

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

APPROVED:

 Beverly Sussman, Village President

ATTEST:

 Janet Sirabian, Village Clerk

VILLAGE OF BUFFALO GROVE PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is dated as of the 17th day of April 2023 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

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

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

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

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

F. **Escalation**

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

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

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

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

SECTION 6. WARRANTY AND INSURANCE

- A. **Standard of Care.** In providing services under this Agreement, the Firm will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Firm makes no warranty, either express or implied, as to the professional services rendered under this Agreement. The Firm shall exercise the same standard of care to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement.
- B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.
- D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including reasonable attorney's fees, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the negligent performance of this work by the Firm, its employees, or subcontractors, except those due to the negligent acts or omissions of the Village, its agents or employees. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless the Village, its officials, agents and employees as herein provided.
- E. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

SECTION 8. GENERAL PROVISIONS (cont.)

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

SECTION 8. GENERAL PROVISIONS (cont.)

- O. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm.
- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____
Leo Morand

Title: Assistant Director of Municipal Services

Date: _____

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

Proposal documents

April 11, 2023

Mr. Kyle Johnson, PE, CFM
 Assistant Public Works Director
 Village of Buffalo Grove
 51 Raupp Blvd.
 Buffalo Grove, IL 60089

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: Professional Surveying, Engineering, and Resident Engineering Services
 2024 -2027 Capital Improvement Projects
 Village of Buffalo Grove
 GHA Proposal No. 2023.M013

Dear Mr. Johnson:

Thank you for considering Gewalt Hamilton Associates, Inc. (GHA) for the surveying and design engineering, resident engineering, and construction staking services for the above referenced project. Our firm is well qualified to perform this work and is eager to continue serving the Village of Buffalo Grove. We understand the significance of this program and look forward to being part of the team to deliver these projects to the residents of Buffalo Grove.

The 2024-2027 Capital Improvement Projects that GHA has been asked to assist with include:

- Bernard Drive Contract 1 Roadway Improvements Project
- Bernard Drive Contract 2 Water Main Improvements Project
- St. Mary's / Marylu Area Water Main & Street Improvements Project
- White Pine Area Water Main & Street Improvements Project
- Mill Creek Area Stages 1-3 Water Main, Storm Water & Street Improvements Projects
- Rolling Hills Area Resurfacing Project
- Diane Drive Water Main & Street Improvements Project
- Dunham Lane Water Main & Street Improvements Project
- Various MFT Improvements (2024-2027)
- Infrastructure Modernization Program (IMP) Coordination Assistance (2024-2027)
- Various Other Agency Project Improvements (2024-2027)

If you should have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
 Gewalt Hamilton Associates, Inc.



Leo X. Morand, P.E.
 Director of Municipal Services
lmorand@gha-engineers.com

Encl.: GHA Proposal No. 2020.M001

Attachment: Professional Service Contract 2023 GHA (O-2023-57 : 2024-2027 GHA Design and Construction Engineering)

Village of Buffalo Grove (Client), 51 Raupp Blvd., Buffalo Grove, IL 60089, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Village of Buffalo Grove wishes to conduct various Capital Improvement Projects between 2024 and 2027 consisting of work at various locations within the Village, as follow:

1. Bernard Drive Contract 1 Roadway Improvements Project
(Estimated Construction Cost \$3,438,434.00)
 - a. The Bernard Drive Contract 1 Roadway Improvements Project will most likely include full pavement reconstruction. Full engineering plans and specifications are being developed under a separate contract by another consultant.
 - b. A conventional existing condition survey of the project limits has already been provided under a separate contract.
 - c. Resident Engineering and Construction Staking services will be provided on this project.
2. Bernard Contract 2 Water Main Improvements Project
(Estimated Construction Cost \$1,644,700.00)
 - a. The Bernard Drive Contract 2 Water Main Improvements Project will most likely include replacement of all water main, pavement patching and select improvements to the curb and sidewalk. Full engineering plans and specifications will be developed for bidding and construction.
 - b. A conventional existing condition survey of the project limits has already been completed.
 - c. A wetland delineation will most likely need to be completed for the creek crossing as well as any necessary permitting.
 - d. An Illinois Environmental Protection Agency Division of Public Water Supplies permit will be necessary for the water main improvements.
3. St. Mary's / Marylu Area Water Main & Street Improvement Project
(Estimated Construction Cost \$3,044,032.50)
 - a. The St. Mary's / Marylu Area Water Main & Street Improvements Project will most likely include replacement of all water main, and a combination of HMA Reconstruction and Patching. Select improvements to include sidewalk and curb replacement. Full engineering plans and specifications will be developed for bidding and construction.
 - b. A conventional existing condition survey of the project limits will be provided.
 - c. A Cook County permit may be necessary for work within the Lake Cook Road right of way.
 - d. An Illinois Environmental Protection Agency Division of Public Water Supplies permit will be necessary for the water main improvements.

- e. An Illinois Environmental Protection Agency NPDES permit will be necessary due to the amount of soil disturbance created by this project may be necessary.
 - f. Resident Engineering and Construction Staking services will be provided on this project.
4. White Pine Area Water Main & Street Improvements Project
(Estimated Construction Cost \$3,563,405.00)
- a. The White Pine Area Water Main & Street Improvements Project will most likely include replacement of all water main, and a combination of HMA Reconstruction and Resurfacing. Select improvements to include sidewalk and curb replacement. Full engineering plans and specifications will be developed for bidding and construction.
 - b. A conventional existing condition survey of the project limits will be provided.
 - c. An Illinois Environmental Protection Agency Division of Public Water Supplies permit will be necessary for the water main improvements.
 - d. An Illinois Environmental Protection Agency NPDES permit will be necessary due to the amount of soil disturbance created by this project may be necessary.
 - e. Resident Engineering and Construction Staking services will be provided on this project.
5. Mill Creek Area Stages 1-3 Water Main, Storm Sewer & Street Improvements Project
(Estimated Construction Cost \$11,244,767.50)
- a. The Mill Creek Area Stages 1-3 Water Main & Street Improvements Project will most likely include replacement of all water main, and a combination of Total Pavement Reconstruction and HMA Reconstruction. Select improvements to include sidewalk and curb replacement. Storm sewer improvements are also anticipated in Stages 2 and 3 in accordance with the Village's Storm Water Master Plan. Full engineering plans and specifications will be developed for bidding and construction.
 - b. A conventional existing condition survey of the project limits will be provided.
 - c. An Illinois Environmental Protection Agency Division of Public Water Supplies permit will be necessary for the water main improvements.
 - d. An Illinois Environmental Protection Agency NPDES permit will be necessary due to the amount of soil disturbance created by this project may be necessary.
 - e. An Illinois Department of Transportation permit may be necessary for any work within the Dundee Road and Old Arlington Heights Road rights of way.
 - f. A Cook County permit may be necessary for work within the Arlington Heights Road right of way.
 - g. Resident Engineering and Construction Staking services will be provided on this project.
6. Rolling Hills Area Resurfacing Project
(Estimated Construction Cost \$989,855.00)
- a. The Rolling Hills Area Resurfacing Project will most likely include pavement resurfacing and select improvements to the curb and sidewalk. Full engineering plans and specifications will be developed for bidding and construction.
 - b. A conventional existing condition survey of the project limits will be provided.

- c. An Illinois Department of Transportation permit may be necessary for work within their right of way.
 - d. Resident Engineering and Construction Staking services will be provided on this project.
- 7. Diane Drive Water Main & Street Improvements Project
(Estimated Construction Cost \$409,206.00)
 - a. The Diane Drive Water Main & Street Improvements Project will most likely include replacement of all water main, pavement resurfacing and select improvements to the storm sewer, curb and sidewalk. Full engineering plans and specifications will be developed for bidding and construction.
 - b. A conventional existing condition survey of the project limits will be provided.
 - c. An Illinois Environmental Protection Agency Division of Public Water Supplies permit will be necessary for the water main improvements.
 - d. Resident Engineering and Construction Staking services will be provided on this project.
- 8. Dunham Lane Water Main & Street Improvements Project
(Estimated Construction Cost \$499,377.50)
 - a. The Dunham Lane Water Main & Street Improvements Project will most likely include replacement of all water main, HMA pavement reconstruction and select improvements to the storm sewer, curb and sidewalk. Full engineering plans and specifications will be developed for bidding and construction.
 - b. A conventional existing condition survey of the project limits will be provided.
 - c. An Illinois Environmental Protection Agency Division of Public Water Supplies permit will be necessary for the water main improvements.
 - d. Resident Engineering and Construction Staking services will be provided on this project.
- 9. Various MFT Improvements (2024-2027)
 - a. The Various MFT Improvements are anticipated to include projects such as pavement patching, pavement markings, cracksealing, sidewalk patching, etc. using MFT funds. It is anticipated that the Village will budget roughly \$625,000 of MFT funds each year to use on these projects. Full bid documents including specifications and quantities will be developed for bidding and construction.
 - b. Resident Engineering and Construction Staking services will be provided on this project.
- 10. Infrastructure Modernization Program (IMP) Coordination Assistance (2024-2027)
 - a. Assist in managing Village retained consultants, will track and monitor project status and specific milestone completion as well as facilitate discussions and decisions necessary to keep projects on schedule.
 - b. Identify and report significant deficiencies. Review plan sets and cost estimates to maintain consistency amongst all concurrent projects.
 - c. Provide weekly eNewsletter updates for each project of the Village.
 - d. Be knowledgeable of specific Village requirements to answer questions from field staff.
 - e. Provide field staff with resident and stakeholder support as needed.

- f. Schedule and attend meetings as necessary.

11. Various Other Agency Project Improvements (2024-2027)

- a. The Various Other Agency Project Improvements are anticipated to include projects such as smaller water main replacements, sidewalk connections, etc. using Local Funds. At the Village's request, we have provided a budget of \$100,000 for these projects in this contract. As needed, full bid documents including specifications and quantities will be developed for bidding and construction.
- b. Resident Engineering and Construction Staking services will be provided as needed.

II. Scope of Services

The scope of services is based upon our knowledge of the Village, our review of the information furnished to us, and our extensive experience in preparing contract documents for water main improvement projects.

A. Existing Conditions and Topographic Survey

GHA shall provide an existing condition and topographic survey of the right-of-way (ROW). GHA will obtain benchmark data (NAVD 88) from the Village of Buffalo Grove, Lake/Cook County, or the USGS. All spot grades and contours will be referenced to NAVD88 Elevations. Our cost presumes a suitable benchmark will be located within 1,000' of the site. GHA's services for the survey will include:

1. Detailed schedule of the survey control with X, Y, and Z coordinates.
2. Locate all topographic features within the various project limits. This data will include curbs (including type of curb), pavements, driveways, sidewalks, visible property monuments, ROW line monuments and all visible utilities. The project limits will extend 25' beyond each leg of the intersecting streets. Each driveway will be surveyed with elevations provided to 10' past the sidewalk or ROW, wherever possible.
3. Location, size (diameter), direction of flow, pipe material type, rim and invert elevations of water, sanitary and storm utilities existing within the ROW, as evidenced by onsite observation. Confined space entry is not included in this scope of work.
4. Elevations will be obtained at all surveyed points. The cross-section data will include the back of sidewalk, street edge of sidewalk, top of curb, curb flow line, and centerline of pavement. Elevations will be obtained at each manhole, catch basin, and valve vault rim. At intersections, the flow line elevations for all curb returns, grade breaks, and locations 25', 50', and 100' distant will also be obtained.
5. Locate existing tree and brush lines in the ROW. Trees 6" in diameter or greater will be individually located (tagging and identification are not included).
6. Contact Joint Utility Location Information for Excavators (JULIE) to obtain copies of atlas maps identifying public utility information that may be located within the project area. This work does not include contacting JULIE for a field locate.
7. Establish the Village ROW and property lines within the limits of the survey work.

B. Final Engineering Design Phase

Upon notice to proceed, GHA will provide the following services:

1. Meet with Village Staff to discuss the project. We anticipate up to four (4) meetings with Village staff throughout the design process of each project. We have based our level of compensation

- on this number of meetings. Additional meetings requested by the Village will be billed as an additional service.
2. Preparation of final engineering plans to include a Title Sheet, Plans, General Notes and Details for Construction.
 3. Preparation of project notes and contract specific directions for road improvements, including traffic control, working conditions, material specifications, coordination with public inspection agencies, and other coordination and construction information.
 4. Preparation of a submittal to the various permitting agencies noted in the Project Understanding.
 5. Preparation of an Engineer's Opinion of Probable Cost based on the completed final engineering plans and specifications.
 6. Preparation of complete bid packages for distribution to contractors and the Village.
 7. Respond to bidding questions and issue addenda as necessary.
 8. Attend the bid opening, prepare a summary of the received bids, and make a recommendation for award of the contract.
- C. Resident Engineering Services
- Upon notice to proceed, GHA will provide the following services:
1. Preconstruction Meeting and Coordination
 - a. Prepare an agenda and lead the preconstruction meeting.
 - b. Provide meeting minutes to all attendees.
 - c. Review shop drawings (with Village input), schedule, subcontractors and all other preliminary information before starting work.
 2. Construction Observation and Documentation
 - a. Full-time construction observation. The Village does not allow for Saturday work unless it creates an overall benefit to the residents. If it is permitted, then one full day is removed from the completion date.
 - b. Conduct weekly progress meetings and supply all attendees with meeting minutes.
 - c. Ensure all materials and procedures are in conformance with the contract, plans and specifications.
 - d. Maintain IDOT inspection rates.
 - e. Create a photo log of the construction process.
 - f. Communicate with all residents about their project related concerns.
 - g. Maintain daily documentation in accordance with IDOT's documentation of contract quantities and complete weekly reports for the contractor's and Village's use.
 - h. Create and agree to pay estimates with the contractor, and then provide recommendations to the Village.
 - i. If a field change or authorization is required, whether force account or agreed unit price, GHA will notify and advise the Village prior to making any decisions. In addition, our detailed documentation of the Contractor's daily activities will help provide sufficient

information to permit verification of the nature and costs of any changes in plans or authorized extra work.

- j. Other various tasks as needed to complete the project work.
 - k. After the contractor has submitted notice of final completion in writing of the project the Village will walk the site with the contractor to assemble a punch list. The construction engineer will need to be present for this walk through and all of the contractor's effort in completing the punch list work. The Village will then complete the final walk through when all of the punch list work is complete. As the extent of punch list work is unknown at this time please use 160 hours of construction engineer time and 12 hours of project manager for this portion of the work.
 - l. As a representative or liaison of the Village of Buffalo Grove, GHA staff understands the importance of our interface with the public, and will conduct all dealings with public officials, business owners, residents, and the traveling public with professionalism and courtesy.
3. Asset Management Documentation
- We understand the Village will provide iPads with Cartegraph apps already loaded in order for us to document the necessary assets during construction. We will perform the following tasks:
- a. Pavement Patching Projects – Each patch to be recorded against the asset as an individual task. The size of patch to be noted. No pictures will be necessary.
 - b. Sidewalk Patching – Take a picture before and after the work. Add a task for the replacement and show the length and width.
 - c. Drainage Repair Projects – All projects will already be logged in Cartegraph. Each repair task will need to document with pictures the before condition, the after condition, and what is below surface.
 - d. Street & Utility Projects – The desire is to focus on items that will be buried or have some special circumstance. Items to document will include water service connections, storm/sanitary manhole connections, fire hydrants, sewer point repairs, and if available any field adjustments to utilities. It is understood that pictures of each of these items may not be available to be added to each item in cartegraph.
4. Documentation Closeout
- a. Review contractor submitted as-built drawings.
 - b. Agree to final quantities with the contractor.
 - c. Complete a road by road cost breakdown, details to be supplied by the Village. .

D. Construction Staking Services

We will provide all necessary construction staking for the selected Contractor to construct the improvements. This will include marking curb, sidewalk, and pavement for patching and/or installing stakes to determine line and grade of improvements.

E. Deliverables

The following will be delivered to the Village upon completion of the project:

- 1. Digital and paper copies of work performed by GHA.
- 2. Two copies of all engineering plan sets.

3. Bid specifications.

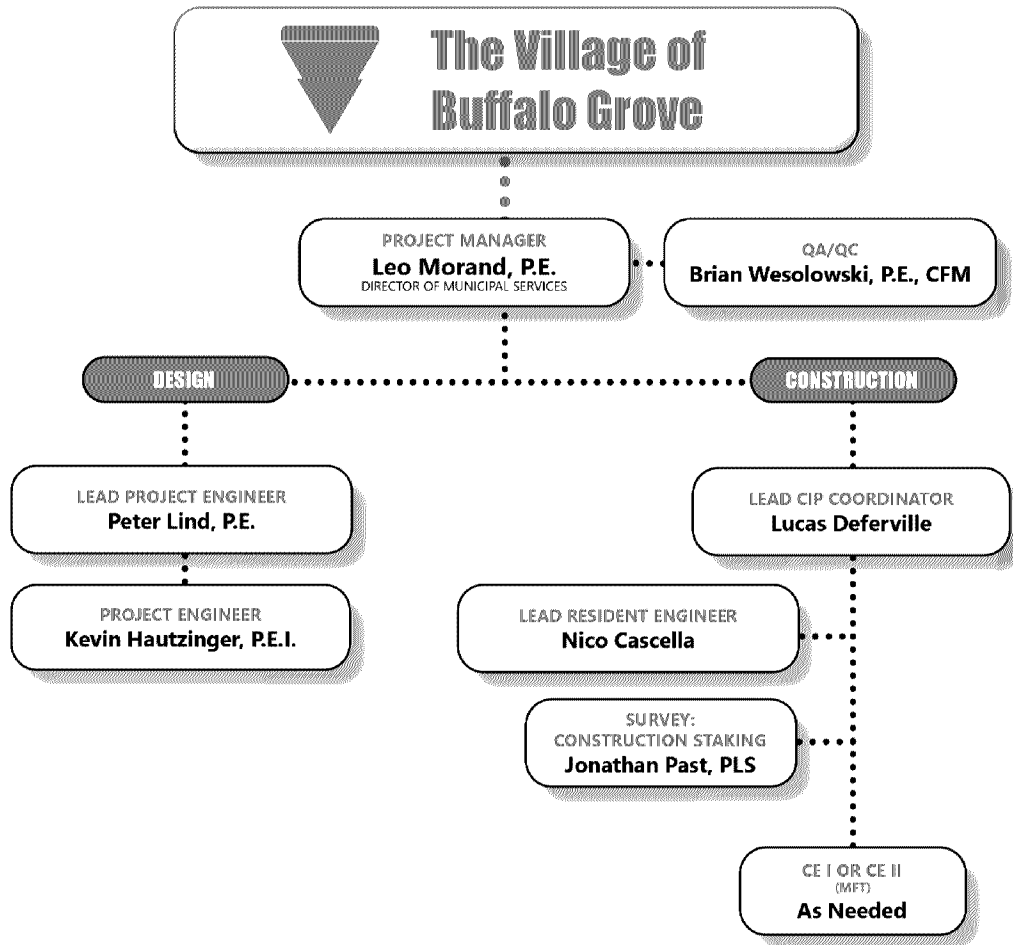
III. Additional Services, and Services not Included

We are prepared and would be pleased to provide additional assistance outside the scope described. These services may be provided at the request of the Village as an additional service.

1. Meetings with public officials, Village staff, agencies, homeowners, or consultants beyond those noted in the scope. Attendance at public hearings.
2. Performing surveying, mapping, plat and topographic work, including investigation of underground utilities and physical location of them.
3. Clean Construction or Demolition Debris (CCDD) testing, analysis, and certification.
4. Coordinating relocation of non-Village owned utilities.
5. Preparation of multiple bid set plans or phased plans.
6. Review fees or utility locate fees.

IV. Engineering Staff

Mr. Leo X. Morand, P.E. will function as the Project Manager. Mr. Brian J. Wesolowski, PE will function as the Lead Quality Control. Mr. Peter Lind, PE will function as the lead Project Engineer. Mr. Lucas J. Deferville will function as the Lead CIP Coordination. Mr. Nico Cascella will function as the Lead Resident Engineer. Additional professional and technical staff will provide support as needed. See organization chart below for more information.



V. Compensation for Services

Based upon the scope of services noted above, GHA proposes to invoice (using the attached hourly rates) the Village of Buffalo Grove on a not-to-exceed (NTE) fee basis. Because the project scope has not been 100% determined, we have established budget fees for each line item below based on normal industry standard percentages of estimated construction cost.

Exhibit B.
Agreed Upon Pricing Structure

Included with the Proposal documents of Exhibit A.

1	Bernard Drive Contract 1 Roadway Improvements Project (Estimated Construction Cost \$3,438,434.00)	
	Resident Engineering / Construction Staking (13.5% of Construction Cost)	\$464,188.59
	1. Bernard Drive Contract 1 Subtotal	\$464,188.59
2	Bernard Drive Contract 2 Water Main Improvements Project (Estimated Construction Cost \$1,644,700.00)	
	Final Engineering (7% of Construction Cost)	\$115,129.00
	2. Bernard Drive Contract 2 Subtotal	\$115,129.00
3	St. Mary's / Marylu Area Water Main & Street Improvements Project (Estimated Construction Cost \$3,044,032.50)	
	Existing Conditions Survey (2% of Construction Cost)	\$60,880.65
	Final Engineering (7% of Construction Cost)	\$213,082.28
	Resident Engineering / Construction Staking (13.5% of Construction Cost)	\$410,944.39
	3. St. Mary's / Marylu Area Subtotal	\$684,907.31
4	White Pine Area Water Main & Street Improvement Project (Estimated Construction Cost \$3,563,405.00)	
	Existing Conditions Survey (2% of Construction Cost)	\$71,268.10
	Final Engineering (7% of Construction Cost)	\$249,438.35
	Resident Engineering / Construction Staking (13.5% of Construction Cost)	\$481,059.68
	4. White Pine Area Subtotal	\$801,766.13
5	Mill Creek Stages 1-3 Water Main, Storm Sewer & Street Project (Estimated Construction Cost \$11,244,767.50)	
	Existing Conditions Survey (2% of Construction Cost)	\$224,895.35
	Final Engineering (7% of Construction Cost)	\$787,133.73
	Resident Engineering / Construction Staking (13.5% of Construction Cost)	\$1,518,043.61
	5. Mill Creek Stages 1-3 Subtotal	\$2,530,072.69
6	Rolling Hills Area Resurfacing Project (Estimated Construction Cost \$989,855.00)	
	Existing Conditions Survey (2% of Construction Cost)	\$19,797.10
	Final Engineering (7% of Construction Cost)	\$69,289.85
	Resident Engineering / Construction Staking (13.5% of Construction Cost)	\$133,630.43
	6. Rolling Hills Subtotal	\$222,717.38
7	Diane Drive Water Main & Street Improvements Project (Estimated Construction Cost \$409,206.00)	
	Existing Conditions Survey (2% of Construction Cost)	\$8,184.12
	Final Engineering (7% of Construction Cost)	\$28,644.42
	Resident Engineering / Construction Staking (13.5% of Construction Cost)	\$55,242.81
	7. Diane Drive Subtotal	\$92,071.35
8	Dunham Lane Water Main & Street Improvements Project (Estimated Construction Cost \$499,377.50)	
	Existing Conditions Survey (2% of Construction Cost)	\$9,987.55
	Final Engineering (7% of Construction Cost)	\$34,956.43
	Resident Engineering / Construction Staking (13.5% of Construction Cost)	\$67,415.96
	8. Dunham Lane Subtotal	\$112,359.94
9	2024 MFT Projects	
	Final Engineering	\$21,000.00
	Resident Engineering / Construction Staking	\$96,000.00
	9. 2024 MFT Subtotal	\$117,000.00
10	2025 MFT Projects	
	Final Engineering	\$22,000.00
	Resident Engineering / Construction Staking	\$98,000.00
	10. 2025 MFT Subtotal	\$120,000.00
11	2026 MFT Projects	
	Final Engineering	\$23,000.00
	Resident Engineering / Construction Staking	\$100,000.00
	11. 2026 MFT Subtotal	\$123,000.00
12	2027 MFT Projects	
	Final Engineering	\$24,000.00
	Resident Engineering / Construction Staking	\$102,000.00
	12. 2027 MFT Subtotal	\$126,000.00
13	IMP Coordination Assistance (4 years at \$60,000 per year)	
	IMP Coordination Assistance	\$240,000.00
	13. IMP Coordination Assistance Subtotal	\$240,000.00
14	Various Other Agency Projects	
	Various Engineering Tasks	\$100,000.00
	14. Various Other Agency Projects Subtotal	\$100,000.00
TOTAL LABOR		\$5,849,212.38
REIMBURSABLE EXPENSES (2% of Labor Costs)		\$116,984.25
TOTAL LABOR + REIMBURSABLES		\$5,966,196.63

Reimbursable expenses, including items such as printing, messenger service, daily vehicle charge, mileage etc., will be billed to the Client without markup. Invoices will be submitted monthly and will detail services performed.

VI. Hourly Rates

PRINCIPAL	\$ 260.00
CIVIL ENGINEER VI	\$ 230.00
CIVIL ENGINEER V	\$ 218.00
CIVIL ENGINEER IV	\$ 202.00
CIVIL ENGINEER III	\$ 180.00
CIVIL ENGINEER II	\$ 170.00
CIVIL ENGINEER I	\$ 148.00
LAND SURVEYOR IV	\$ 200.00
LAND SURVEYOR III	\$ 165.00
LAND SURVEYOR II	\$ 145.00
LAND SURVEYOR I	\$ 135.00
GIS PROFESSIONAL III	\$ 190.00
GIS PROFESSIONAL II	\$ 156.00
GIS PROFESSIONAL I	\$ 148.00
ENVIRONMENTAL CONS. I	\$ 138.00
ENGINEERING TECHNICIAN V	\$ 210.00
ENGINEERING TECHNICIAN IV	\$ 160.00
ENGINEERING TECHNICIAN III	\$ 142.00
ENGINEERING TECHNICIAN II	\$ 125.00
ENGINEERING TECHNICIAN I	\$ 95.00
ACCOUNTING II	\$ 182.00
ACCOUNTING I	\$ 125.00
ADMINISTRATIVE I	\$ 88.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered. It is understood that hourly rates may be adjusted in accordance with the signed agreement.

Exhibit C. Insurance

1. Firm's Insurance

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

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

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

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

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

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

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

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

J. Workers' Compensation and Employers' Liability Coverage

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

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

K. Failure to Comply

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

L. Professional Liability

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



Ordinance No. O-2023-58 : Ordinance Authorizing Execution of a Contract with Morton Salt Inc for Road Salt

Recommendation of Action

Staff recommends approval.

Staff requests authorization for the Village Manager to purchase no less than 1,400 tons and no more than 2,100 tons of bulk rock salt from Morton Salt Inc at a price not to exceed \$173,901.00 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and approval by the Village Attorney.

ATTACHMENTS:

- Road Salt 2023-2024 LC Memo (DOCX)
- Road Salt Ordinance LC 23 (DOCX)
- Rock Salt - 2023 Renewal Year - Morton Salt Prices (PDF)

Trustee Liaison
Smith

Staff Contact
Tom C. Wisniewski, Village Board

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 13, 2023
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Road Salt 2023-2024

Recommendation

Staff requests authorization for the Village Manager to purchase no less than 1,400 tons and no more than 2,100 tons of bulk rock salt from Morton Salt Inc at a price not to exceed \$173,901.00 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and approval by the Village attorney.

Background

Lake County led a joint bid for road salt for the 2022-2023 snow season. Staff opted to extend the agreement on April 5, 2023 that was awarded to Morton Salt for a minimum of 1,400 and maximum of 2,100 tons for the 2023-2024 snow season. The Contract with Morton Salt is expected to incur a 5% increase in price to \$82.81 per ton. Lake County will be re-bid this contract in early 2024.

Staff will continue to multi-source rock salt in an effort to reduce risk in the event of a supply chain interruption and save money by blending the orders to take advantage of the lower priced contract. The Village is awaiting the results of the State of Illinois joint bid process for road salt and will bring those results before the Village Board for approval when they are received.

Company	Tonnage	Unit Price	Total Cost
Morton (minimum)	1400	\$82.81	\$115,934.00
Morton (maximum)	2100	\$82.81	\$173,901.00

ORDINANCE 2023-_____**AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH MORTON SALT INC
FOR ROAD SALT**

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 purchase no more than 2100 tons of road salt from Morton Salt Inc at a price not to exceed \$173,901.00 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and approval by the Village attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk



Project: 2023 PATROL / MAINTENANCE - ROCK SALT
Description: FURNISH AND DELIVER ROCK SALT

Section: 23-00000-05-GM
CPMS Pin: B-01568
Let Date: 4/12/2022

2023 RENEWAL YEAR SALT BID

Bidder	Address	City, State, Zip	Bond/Check
Morton Salt, Inc.	444 w. Lake Street, Suite 300,	Chicago, IL 60606	Bid Bond

THE LOW BIDS FOR EACH AGENCY, (80%-120%, 120% - 150% & EARLY DELIVERY) ARE HIGHLIGHTED

Early Delivery unit price is for delivery between July 15, 2023 and November 1, 2023; 80% - 120% unit price & 120% - 150% unit price are for delivery after November 1, 2023.

					Morton Salt, Inc.		
	UNIT OF GOVERNMENT	UNITS	QUANTITY		2022 Prices	Renewal Year Prices	% Increase
1	Lake County Division of Transportation	TONS	15000.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$	79.27 \$ 89.27 \$ 79.27 \$	83.23 5.00% 93.23 4.44% 83.23 5.00%
2	Lake County Forest Preserve District	TONS	305.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	\$	78.65 \$ 88.65 \$ 78.65 \$	82.58 5.00% 92.58 4.43% 82.58 5.00%
Lake County Townships							

	UNIT OF GOVERNMENT	UNITS	QUANTITY				2022 Prices	Renewal Year Prices	% Increase
3	Antioch Township	TONS	2500.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 77.73	\$ 81.62	5.00%
4	Avon Township	TONS	900.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 79.54	\$ 83.52	5.00%
5	Ela Township	TONS	800.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 79.64	\$ 83.62	5.00%
6	Fremont Township	TONS	500.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 79.61	\$ 83.59	5.00%
7	Grant Township	TONS	1600.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 79.54	\$ 83.52	5.00%
8	Lake Villa Township	TONS	1500.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 78.65	\$ 82.58	5.00%
9	Libertyville Township	TONS	800.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 79.27	\$ 83.23	5.00%

	UNIT OF GOVERNMENT	UNITS	QUANTITY				2022 Prices	Renewal Year Prices	% Increase
10	Vernon Township	TONS	350.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ \$ \$ \$	84.87 94.87 84.87	5.00% 4.47% 5.00%
11	Newport Township	TONS	300.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ \$ \$ \$	82.58 92.58 82.58	5.00% 4.46% 5.00%
12	Warren Township	TONS	3000.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ \$ \$ \$	78.48 88.48 78.48	4.99% 4.43% 4.99%
13	Wauconda Township	TONS	550.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ \$ \$ \$	80.35 90.35 80.35	5.00% 4.45% 5.00%
Lake County Communities									
14	Village of Antioch	TONS	1100.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ \$ \$ \$	77.73 87.73 77.73	5.00% 4.43% 5.00%

	UNIT OF GOVERNMENT	UNITS	QUANTITY				2022 Prices	Renewal Year Prices	% Increase
15	Village of Barrington	TONS	750.0				\$ 86.47 \$ 96.47 \$ 86.47	\$ 90.79 100.79 90.79	5.00% 4.48% 5.00%
					80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE				
16	Village of Beach Park	TONS	600.0				\$ 77.60 \$ 87.60 \$ 77.60	\$ 81.48 91.48 81.48	5.00% 4.43% 5.00%
					80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE				
17	Village of Buffalo Grove	TONS	1750.0				\$ 78.87 \$ 88.87 \$ 78.87	\$ 82.81 92.81 82.81	5.00% 4.43% 5.00%
					80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE				
18	Village of Deerfield	TONS	1500.0				\$ 78.53 \$ 88.53 \$ 78.53	\$ 82.46 92.46 82.46	5.00% 4.44% 5.00%
					80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE				
19	Village of Grayslake	TONS	2000.0				\$ 79.35 \$ 89.35 \$ 79.35	\$ 83.32 93.32 83.32	5.00% 4.44% 5.00%
					80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE				
20	Village of Gurnee	TONS	3000.0				\$ 78.48 \$ 88.48 \$ 78.48	\$ 82.40 92.40 82.40	4.99% 4.43% 4.99%
					80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE				
21	Village of Hainesville	TONS	300.0				\$ 83.71 \$ 93.71 \$ 83.71	\$ 87.90 97.90 87.90	5.01% 4.47% 5.01%
					80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE				

	UNIT OF GOVERNMENT	UNITS	QUANTITY				2022 Prices	Renewal Year Prices	% Increase
22	City of Highland Park	TONS	2000.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 78.53 \$ 88.53 \$ 78.53	\$ 82.46 \$ 92.46 \$ 82.46	5.00% 4.44% 5.00%
23	City of Highwood	TONS	1000.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 78.53 \$ 88.53 \$ 78.53	\$ 82.46 \$ 92.46 \$ 82.46	5.00% 4.44% 5.00%
24	Village of Island Lake	TONS	800.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 80.74 \$ 90.74 \$ 80.74	\$ 84.78 \$ 94.78 \$ 84.78	5.00% 4.45% 5.00%
25	Village of Kildeer	TONS	800.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 79.65 \$ 89.65 \$ 79.65	\$ 83.63 \$ 93.63 \$ 83.63	5.00% 4.44% 5.00%
26	City of Lake Forest	TONS	1620.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 78.87 \$ 88.87 \$ 78.87	\$ 82.81 \$ 92.81 \$ 82.81	5.00% 4.43% 5.00%
27	Village of Lake Villa	TONS	1100.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 78.65 \$ 88.65 \$ 78.65	\$ 82.58 \$ 92.58 \$ 82.58	5.00% 4.43% 5.00%
28	Village of Libertyville	TONS	3000.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 79.27 \$ 89.27 \$ 79.27	\$ 83.23 \$ 93.23 \$ 83.23	5.00% 4.44% 5.00%

	UNIT OF GOVERNMENT	UNITS	QUANTITY				2022 Prices	Renewal Year Prices	% Increase
29	Village of Lincolnshire	TONS	500.0				\$ 80% - 120% UNIT PRICE \$ 120% - 150% UNIT PRICE \$ EARLY DELIVERY UNIT PRICE \$	\$ 78.87 \$ 88.87 \$ 78.87 \$	5.00% 5.00% 4.43% 5.00%
30	Village of Lindenhurst	TONS	650.0				\$ 80% - 120% UNIT PRICE \$ 120% - 150% UNIT PRICE \$ EARLY DELIVERY UNIT PRICE \$	\$ 78.65 \$ 88.65 \$ 78.65 \$	5.00% 5.00% 4.43% 5.00%
31	Village of Long Grove	TONS	1400.0				\$ 80% - 120% UNIT PRICE \$ 120% - 150% UNIT PRICE \$ EARLY DELIVERY UNIT PRICE \$	\$ 80.35 \$ 90.35 \$ 80.35 \$	5.00% 5.00% 4.45% 5.00%
32	Village of Mettawa	TONS	150.0				\$ 80% - 120% UNIT PRICE \$ 120% - 150% UNIT PRICE \$ EARLY DELIVERY UNIT PRICE \$	\$ 78.87 \$ 88.87 \$ 78.87 \$	5.00% 5.00% 4.43% 5.00%
33	Village of Mundelein	TONS	1000.0				\$ 80% - 120% UNIT PRICE \$ 120% - 150% UNIT PRICE \$ EARLY DELIVERY UNIT PRICE \$	\$ 79.61 \$ 89.61 \$ 79.61 \$	5.00% 5.00% 4.44% 5.00%
34	City of North Chicago	TONS	1500.0				\$ 80% - 120% UNIT PRICE \$ 120% - 150% UNIT PRICE \$ EARLY DELIVERY UNIT PRICE \$	\$ 79.27 \$ 89.27 \$ 79.27 \$	5.00% 5.00% 4.44% 5.00%
35	City of Park City	TONS	150.0				\$ 80% - 120% UNIT PRICE \$ 120% - 150% UNIT PRICE \$ EARLY DELIVERY UNIT PRICE \$	\$ 79.34 \$ 89.34 \$ 79.34 \$	5.00% 5.00% 4.44% 5.00%

	UNIT OF GOVERNMENT	UNITS	QUANTITY				2022 Prices	Renewal Year Prices	% Increase
36	Village of Round Lake	TONS	1300.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 79.54 \$ 89.54 \$ 79.54	\$ 83.52 \$ 93.52 \$ 83.52	5.00% 4.44% 5.00%
37	Village of Round Lake Beach	TONS	1200.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 79.54 \$ 89.54 \$ 79.54	\$ 83.52 \$ 93.52 \$ 83.52	5.00% 4.44% 5.00%
38	Village of Round Lake Heights	TONS	225.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 83.71 \$ 93.71 \$ 83.71	\$ 87.90 \$ 97.90 \$ 87.90	5.01% 4.47% 5.01%
39	Village of Vernon Hills	TONS	1400.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 79.27 \$ 89.27 \$ 79.27	\$ 83.23 \$ 93.23 \$ 83.23	5.00% 4.44% 5.00%
40	Village of Wadsworth	TONS	375.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 77.24 \$ 87.24 \$ 77.24	\$ 81.10 \$ 91.10 \$ 81.10	5.00% 4.42% 5.00%
41	Village of Wauconda	TONS	675.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 80.35 \$ 90.35 \$ 80.35	\$ 84.37 \$ 94.37 \$ 84.37	5.00% 4.45% 5.00%
42	City of Des Plaines	TONS	2000.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 83.55 \$ 93.55 \$ 83.55	\$ 87.73 \$ 97.73 \$ 87.73	5.00% 4.47% 5.00%

	UNIT OF GOVERNMENT	UNITS	QUANTITY				2022 Prices	Renewal Year Prices	% Increase
43	Village of Glencoe	TONS	1000.0				\$ 80% - 120% UNIT PRICE \$ 120% - 150% UNIT PRICE \$ EARLY DELIVERY UNIT PRICE \$	79.54 \$ 83.52 89.54 \$ 93.52 79.54 \$ 83.52	5.00% 5.00% 4.44% 5.00%
44	Village of Glenview	TONS	2000.0				\$ 80% - 120% UNIT PRICE \$ 120% - 150% UNIT PRICE \$ EARLY DELIVERY UNIT PRICE \$	77.87 \$ 81.76 87.87 \$ 91.76 77.87 \$ 81.76	5.00% 5.00% 4.43% 5.00%
45	Village of Kenilworth	TONS	300.0				\$ 80% - 120% UNIT PRICE \$ 120% - 150% UNIT PRICE \$ EARLY DELIVERY UNIT PRICE \$	79.50 \$ 83.48 89.50 \$ 93.48 79.50 \$ 83.48	5.01% 5.01% 4.45% 5.01%
46	Village of Wilmette	TONS	800.0				\$ 80% - 120% UNIT PRICE \$ 120% - 150% UNIT PRICE \$ EARLY DELIVERY UNIT PRICE \$	79.33 \$ 83.30 89.33 \$ 93.30 79.33 \$ 83.30	5.00% 5.00% 4.44% 5.00%
47	Village of Winnetka	TONS	1440.0				\$ 80% - 120% UNIT PRICE \$ 120% - 150% UNIT PRICE \$ EARLY DELIVERY UNIT PRICE \$	79.54 \$ 83.52 89.54 \$ 93.52 79.54 \$ 83.52	5.00% 5.00% 4.44% 5.00%
48	Algonquin Township	TONS	1500.0				\$ 80% - 120% UNIT PRICE \$ 120% - 150% UNIT PRICE \$ EARLY DELIVERY UNIT PRICE \$	87.83 \$ 92.22 97.83 \$ 102.22 87.83 \$ 92.22	5.00% 5.00% 4.49% 5.00%
49	McHenry Township Road District	TONS	2500.0				\$ 80% - 120% UNIT PRICE \$ 120% - 150% UNIT PRICE \$ EARLY DELIVERY UNIT PRICE \$	86.75 \$ 91.09 96.75 \$ 101.09 86.75 \$ 91.09	5.00% 5.00% 4.49% 5.00%

	UNIT OF GOVERNMENT	UNITS	QUANTITY				2022 Prices	Renewal Year Prices	% Increase
McHenry County Communities									
50	Village of Cary	TONS	1500.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 80.75	\$ 84.79	5.00%
51	Village of Fox River Grove	TONS	600.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 80.36	\$ 84.38	5.00%
52	City of Woodstock	TONS	1800.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 82.72	\$ 86.86	5.00%
53	Village of Richmond	TONS	200.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 86.27	\$ 90.58	5.00%
54	Village of Johnsburg	TONS	1250.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 86.75	\$ 91.09	5.00%

	UNIT OF GOVERNMENT	UNITS	QUANTITY				2022 Prices	Renewal Year Prices	% Increase
55	Village of Algonquin	TONS	2200.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 85.63 \$ 95.63 \$ 85.63	\$ 89.91 \$ 99.91 \$ 89.91	5.00% 4.48% 5.00%
56	City of Crystal Lake	TONS	5625.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 86.96 \$ 96.96 \$ 86.96	\$ 91.31 \$ 101.31 \$ 91.31	5.00% 4.49% 5.00%
57	Village of Spring Grove	TONS	450.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 84.46 \$ 94.46 \$ 84.46	\$ 88.68 \$ 98.68 \$ 88.68	5.00% 4.47% 5.00%
58	Village of Wonder Lake	TONS	500.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 88.35 \$ 98.35 \$ 88.35	\$ 92.77 \$ 102.77 \$ 92.77	5.00% 4.49% 5.00%
59	City of McHenry	TONS	1500.0	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE			\$ 87.89 \$ 97.89 \$ 87.89	\$ 92.28 \$ 102.28 \$ 92.28	4.99% 4.48% 4.99%



Ordinance No. O-2023-59 : Ordinance Authorizing an Engineering Services Agreement with Hampton Lenzini and Renwick Inc.

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the Hampton Lenzini and Renwick contract for design and construction engineering services for a portion of the Infrastructure Modernization Program for 2024 through 2027. Hampton Lenzini and Renwick Inc (HLR) has submitted a Professional Services Contract for survey, design engineering and construction engineering to be performed from 2023 to 2028 as part of the Infrastructure Modernization Program. Staff will then bid the construction projects within the proposal with the Board's approval during the 2024 to 2027 construction seasons.

ATTACHMENTS:

- HLR Memo (DOCX)
- HLR Ordinance (DOCX)
- Professional Service Contract HLR 2023-rev04132023 (PDF)

Trustee Liaison
Smith

Staff Contact
Kyle Johnson, Engineering

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 13, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: Hampton Lenzini and Renwick Infrastructure Modernization Program Engineering

Staff Recommendation

Staff recommends approval of the Hampton Lenzini and Renwick Inc. contract, subject to review and approval by Village Attorney.

Overview

Hampton Lenzini and Renwick Inc (HLR) has submitted a Professional Services Contract for survey, design engineering and construction engineering to be performed from 2023 to 2028 as part of the Infrastructure Modernization Program. Staff will then bid the construction projects within the proposal with the Board's approval during the 2024 to 2027 construction seasons.

HLR is submitting for survey, design engineering and construction engineering services on:

- 2024 MacArthur Street and Utility Project
- 2027 Weidner Street and Utility Project

Staff choose HLR for these services based upon their positive response to the 2022 Engineering Request for Qualifications (RFQ) and their high level of service for residents with projects that are highly disruptive and invasive. Grouping these projects together in one contract for a four-year period creates economies of scale for the Village. Furthermore, time and effort are saved by the Village Board and staff awarding one contract, as multiple contract procurements are not required; allowing that time to be focused on communications, technical requirements and other impacts of the Improvement Modernization Program.

Based upon the scope of work \$70,540.00 will be expended from Capital Street Project Funds and \$634,860.00 will be from Capital Water Project Funds.

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH HAMPTON LENZINI AND RENWICK INC.

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

WHEREAS, the Village seeks to enter into an Engineering Services Agreement with Hampton Lenzini and Renwick for an engineering design and construction engineering of various Infrastructure Modernization Program projects,

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

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

SECTION 2. The Village Manager is authorized to enter into an Engineering Services Agreement with Hampton Lenzini and Renwick for an engineering design and construction engineering of various Infrastructure Modernization Program projects at a price not to exceed \$705,400.00, subject to review by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

VILLAGE OF BUFFALO GROVE PROFESSIONAL SERVICES AGREEMENT ENGINEERING SERVICES

THIS AGREEMENT is dated as of the 17th day of April 2023 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

Hampton Lenzini and Renwick Inc
Address: 380 Terra Cotta Rd, Suite G, Crystal Lake, IL 60014
Attn: Ryan Livingston, Vice President
Phone: 847-697-6700
Email: rlivingston@hlreng.com

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

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

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

F. **Escalation**

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

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

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

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

SECTION 6. WARRANTY AND INSURANCE

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

Hampton Lenzini and Renwick Inc
 Address: 380 Terra Cotta Rd, Suite G, Crystal Lake, IL 60014
 Attn: Ryan Livingston, Vice President
 Email: rlivingston@hlreng.com

SECTION 8. GENERAL PROVISIONS (cont.)

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

SECTION 8. GENERAL PROVISIONS (cont.)

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

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

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

Attach RFQu Response documents



Hampton, Lenzini and Renwick, Inc.
 Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltreengineering.com

March 23, 2023

Mr. Ted Sianis
 Village of Buffalo Grove
 51 Raupp Boulevard
 Buffalo Grove IL 60089

Re: MacArthur Drive Area & Weidner Road Improvements

Dear Mr. Sianis:

We understand the Village is planning to replace water main, install storm sewer, and resurface existing hot-mix asphalt roadways for the MacArthur Drive Area and Weidner Road. HLR has a team of professionals who are fully prepared to serve your community throughout the design and construction process for these projects. We believe our qualifications and experience will result in successful projects that the Village and its residents will be proud of. The following items are part of HLR's guiding principles:

- **Relative Expertise:** Since opening our doors over 50 years ago, HLR has specialized in providing design and construction engineering services for storm sewer, water main, and street improvement projects. Our proposed team members have completed similar projects for municipalities in northern Illinois. Projects have included water main, large diameter storm sewer, sidewalk ADA upgrades, street resurfacing, and full depth hot-mix asphalt replacement. References for similar projects can be provided upon request but include the City of Elgin, the Village of Palatine, the City of Geneva, and several others.
- **Communication and Coordination:** Successful project implementation requires an active communication plan. Proactive communication is where HLR excels. We understand the importance of maintaining lines of communication throughout a project, whether it's from our Client during the design process or to stakeholders during construction. We commit to responding to all inquiries within 24 hours.
- **Client Care Philosophy:** HLR is dedicated to developing productive and long-lasting client relationships. Our team prides itself on working as an advocate for our clients and strives to provide the highest quality engineering possible. We also care a lot more about getting it done right, and the relationships that we build, than the bottom line. We will take responsibility for our recommendations and will keep your best interests in mind at all times.

Thank you for the opportunity to submit our qualifications. Our team looks forward to building a great relationship with the Village and contributing to the success of the community. If you have any questions or comments regarding our submittal, please contact me at (847) 697-6700 or rlivingston@hlreng.com.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

Ryan Livingston, PE
 Vice President

380 Shepard Drive
 Elgin, Illinois 60123-7010
 Tel. 847.697.6700
 Fax 847.697.6753

380 N. Terra Cotta Road, Unit G
 Crystal Lake, Illinois 60014
 Tel. 847.697.6700
 Fax 847.697.6753

3085 Stevenson Drive, Suite 201
 Springfield, Illinois 62703
 Tel. 217.546.3400
 Fax 217.546.8116

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UNDERSTANDING OF THE PROJECTS

HLR has prepared this agreement for engineering services based on our knowledge of the Projects from the following items:

- Email received January 30, 2023 from Ted Sianis, PE (TSianis@vbg.org)
- Scoping meeting held February 15, 2023 and associated documents:
 - Kickoff Meeting Agenda
 - Buffalo Grove Stormwater Master Plan for the Oak Creek Subwatershed, prepared by Engineering Resource Associates
 - Buffalo Grove Stormwater Master Plan for the Weidner Subwatershed, prepared by Engineering Resource Associates
- Site Review

This agreement covers work for two separate projects: the MacArthur Drive Area Improvements and Weidner Road Improvements. Project Understandings for each project are as follows:

MacArthur Drive Area Improvements

- The project limits are understood to be within the existing right-of-way on following Village streets:
 - **MacArthur Drive** from Chenault Road to Hawthorn Road including MacArthur Court
 - Pavement improvements
 - Water main improvements
 - Installation of 24" diameter relief storm sewer
 - **Patton Drive** from Chenault Road to Stillwell Drive
 - Pavement improvements
 - Partial installation of 15" and 24" diameter relief storm sewer
 - **Stillwell Drive** from Patton Drive to Raupp Boulevard
 - Pavement improvements
 - **Hawthorn Road** from Patton Drive to MacArthur Drive
 - Pavement improvements
 - Water main improvements
 - **Chenault Road** from Patton Drive to limit west of Golfview Terrace
 - Pavement improvements
 - Water main improvements
 - Installation of 18", 24", and 30" diameter relief storm sewer
 - **Golfview Terrace** from Chenault Road to 734 Golfview Terrace
 - Installation of 30" diameter relief storm sewer
- Anticipated pavement improvements include approximately 14,400 square yards of full-depth hot-mix asphalt removal and replacement with aggregate subgrade repair as necessary.
- Anticipated concrete improvements include spot removal and replacement of curb and gutter, sidewalk, and driveway aprons, as well as removal and replacement of curb ramps to comply with the most current Americans with Disabilities Act (ADA) requirements, Public Right-of-Way Accessibility Guidelines (PROWAG), and Illinois Department of Transportation (IDOT) standards.
- Anticipated water main improvements include approximately 3,000 lineal feet of 8-inch diameter watermain replacement, approximately 72 water service reconnections, and appurtenant work. Existing lead services are not anticipated.
- Anticipated sewer improvements include spot sanitary sewer repairs and the construction of new relief storm sewer of various sizes.

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- Coordination with City and Private Utilities for identification of potential conflicts (unresponsive or unwilling utilities may require additional assistance from Village staff to encourage coordination). Locating of public and privately owned utilities is not included.
- Coordination with Illinois Environmental Protection Agency (IEPA) is anticipated.
- Clean Construction Demolition and Debris (CCDD) IL EPA 662 is anticipated; CCDD IL EPA 663 is not included.
- Coordination with Metropolitan Water Reclamation District (MWRD) is anticipated.
- Coordination with Illinois Department of Transportation (IDOT) is not included.
- Coordination with Cook County Department of Transportation and Highways and Lake County Division of Transportation is not included.
- Property and/or easement acquisition is not included.
- Hydrologic Analysis, Hydraulic Analysis, and modeling of the watershed is not included.
- Preparation of an Environmental Survey Request (ESR) or Preliminary Environmental Site Assessment (PESA) is not included.

Weidner Road Improvements

- The project limits are understood to be within the existing right-of-way on **Weidner Road** from Beechwood Road to the Lake Cook Road right-of-way and on **Weidner Court**
- Anticipated pavement improvements include approximately 14,200 square yards of 3-inch of hot-mix asphalt resurfacing.
- Anticipated concrete improvements include spot removal and replacement of curb and gutter, sidewalk, and driveway aprons, as well as removal and replacement of curb ramps to comply with the most current ADA requirements, PROWAG, and IDOT standards.
- Anticipated water main improvements include approximately 4,000 lineal feet of 8-inch, 10-inch, and 12-inch diameter watermain replacement, approximately 83 water service reconnections, and appurtenant work. Existing lead services are not anticipated.
- Anticipated sewer improvements include spot sanitary sewer repairs and the construction of new 48-inch relief storm sewer from Bellaire Drive to Bernard Drive.
- Coordination with City and Private Utilities for identification of potential conflicts (unresponsive or unwilling utilities may require additional assistance from Village staff to encourage coordination). Locating of public and privately owned utilities is not included.
- Coordination with IEPA is anticipated.
- CCDD IL EPA 662 is anticipated; CCDD IL EPA 663 is not included.
- Coordination with MWRD is anticipated.
- Coordination with IDOT is not included.
- Coordination with Cook County Department of Transportation and Highways is anticipated.
- Coordination with Lake County Division of Transportation is not included.
- Property and or Easement Acquisition is not included.
- Hydrologic Analysis, Hydraulic Analysis, and modeling of the watershed is not included.
- Preparation of an ESR or PESA is not included.

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SCHEDULE

Based on understanding of the projects, the following are project milestones desired by Client:

<i>Project Milestone</i>	<i>MacArthur Drive Area</i>	<i>Weidner Road</i>
Notice to Proceed	April 17, 2023	April 17, 2023
Concept Design	August 2023	August 2023
Preliminary Plans and Bid Documents	October 2023	October 2023
Pre-Final Plans and Bid Documents	December 2023	December 2023
Final Plans and Bid Documents	January 2024	January 2024
Local Bid Opening	February 2024	February 2027
Board Approval for Construction	March 2024	March 2027
Start of Construction	April 2024*	April 2027*
End of Construction	Spring 2025*	Spring 2028*

**Schedule may change due to availability of funds*

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SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client.

If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit B, appended hereto.

Services not set forth above as Basic Services and not listed within this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed within this agreement.

All of the listed scope of services are to be performed in conformance with the requirements of the Village of Buffalo Grove.

All of the above services shall be in conformance with the requirements set forth during the scoping meeting on February 15, 2023 and the Kickoff Meeting Agenda provided.

It is our understanding that construction engineering services are not being provided for any site work that is outside the limits of the public right-of-way or easements dedicated for public use. All services relative to installation of utilities outside the right-of-way and leading to proposed buildings is to be provided by others.

RESPONSIBILITIES OF CLIENT

It is the Consultant's understanding that the Client will provide the following assistance, information, and related materials relative to the above-described projects:

- Available GIS information relative to projects
- Existing Plans and As-Builts relative to the projects
- Contract Geotechnical Consultant for required Pavement Cores and Soil Borings
- Sanitary Sewer video inspection data and repair recommendations within project limits
- Storm Sewer Modeling Data
- Professional Services Contract (if desired)
- Example Plan Set and Contract Documents
- Village Standards and Special Provisions
- Example Driveway Apron Replacement Calculation

Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

PHASE I ENGINEERING

Based on the understanding of the project, the following items are necessary parts of the design scope of services:

1. **Clean Construction Demolition Debris (CCDD)** – Based on a cursory review of publicly available data, HLR anticipates that these projects can be processed under the IEPA LPC 662. If during the formal project and environmental database review, it is determined that a project does not meet the assumed process, HLR will notify the client in writing and may require additional compensation.
 - **IEPA LPC 662** - The initial step will include an environmental database search for all records pertaining to contamination within project limits. The information generated in the database search will be utilized to create a map delineating potentially impacted properties (PIPs). The areas not adjacent to PIPs should be eligible for processing with a 662 application, if allowable by the nearest CCDD facility. The

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spoils generated from these sites will only require pH testing, which will be provided by HLR with a mobile testing device. HLR will coordinate with local CCDD facilities for 662 pre-approval.

- **IEPA LPC 663** – HLR does not anticipate these services will be required for this project.
- **Landfill Disposal** – HLR does not anticipate these services will be required for this project.

PHASE II ENGINEERING

Based on the understanding of the projects, the following items are necessary parts of the design scope of services:

1. Survey and Land Acquisition

Based on our understanding of the projects and the needs of the client the following services are included in the scope of service:

Topographic Survey

- **Topographic Survey** – HLR will provide topographic survey to document existing conditions for the purpose of preparing the design requested by the Client. Topographic survey will be limited to:
 - Curb and Gutter
 - Edge of Pavement and Shoulders
 - Sidewalk
 - Driveways
 - Pavement Marking
 - Visible Property Corners
 - Signs
 - Utilities – Above Ground
 - Utilities – Below Ground (observed only)
 - Drainage Items
 - Roadway Safety Items
 - Trees
 - Landscaping Areas
 - Ground Shots

Topographic survey will be limited to the right-of-way area plus 10' beyond.

Topographic Survey will be based on the following coordinate system:

Horizontal

- Illinois State Plane – East

Vertical

- NAVD-88

2. Data Collection

HLR will review various resources and collect project pertinent data. This work will include detailed review of publicly available and Client-provided information to more fully understand the project requirements, completion of field reconnaissance, and coordination with other sub-consultants, as necessary.

- **Document Review** – HLR will review the following publicly available and/or Client-provided

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information:

- Location Drainage Study
 - Hydraulic Report
 - Flooding Reports
 - Geotechnical Report
 - "As-Built" Plans
 - Construction Plans
 - Existing Utility Atlases
 - Publicly available GIS data
 - Client GIS data
 - Technical Reports
 - Site Specific data
 - Preliminary Concept Plans
 - Microstation Files
- **Field Review** – HLR will schedule a field review of the project to determine site-specific constraints and document existing conditions. A photographic log will not be prepared of the project.
 - **Geotechnical Investigation and Report** – HLR will provide Pavement Core and Soil Boring Locations to the Client's selected Geotechnical Consultant for the project.

3. Utility Coordination

HLR will coordinate with utilities to determine their facility location, potential conflict determination, and resolution of those conflicts. The major work items under this task will include:

- A J.U.L.I.E. Design Level Locate request will be submitted
- Project status letters will be prepared to the individual utility companies along with a location map
- HLR will verify the utilities identified on the atlas maps provided by the utilities
- HLR will review potential utility conflicts determined by the utility owner in regards to the proposed improvements. These locations will be discussed with the utility if relocation is not possible.
- Pre-final plans will be sent to the utility companies. This submittal will include location of conflicts identified by the utilities.
- HLR will review all utility permit request submitted to the Client to check that the relocations are consistent with coordination and the proposed improvements
- HLR will assist the Client in the coordination effort to obtain utility relocation schedules and relocation cost of utilities for those within dedicated easements

Subsurface Utility Engineering (SUE) - Detailed elevation of private utilities that are difficult to relocate will be identified and a subsurface utility location subconsultant will be utilized to expose the utility. HLR will take survey shots to record the crown elevation of the utility. In the event that these services are necessary, the Client will be notified of the additional work necessary and approve the additional services.

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4. **Proposed Plans, Bid Documents, Calculations, and Estimates of Probable Costs**

Separate sets of plans, bid documents, calculations, and estimates of cost will be prepared for the MacArthur Area Drive Area Improvements and the Weidner Road Improvements.

□ **Plans** – The plans will be prepared and submitted to the Client at the following intervals:

- **Concept Level** – Basic plan used to further discussion of desired outcome and possible issues and unforeseen expenses
- **Preliminary (50%)** – Basic plans with well-defined concept of the proposed improvement
- **Pre-Final (90%)** – Plans and concepts are nearly complete and minor modifications are expected
- **Final (100%)** – Plans are fully developed and are ready for distribution to contractors

The plans are working drawings that show the location, configuration, and dimensions of the proposed construction activities. The plans will be prepared under the supervision of a Professional Engineer. The plan set for each project will consist of the following drawings and estimated number of sheets:

Title Sheet	1 Sheet(s)
General Notes	1 Sheet(s)
Summary of Quantities	1 Sheet(s)
Schedule of Quantities	4 Sheet(s)
Alignment, Ties and Benchmarks	3 Sheet(s)
Existing Typical Sections	2 Sheet(s)
Proposed Typical Sections	2 Sheet(s)
Maintenance of Traffic Plan & Details	0 Sheet(s)
Existing Conditions and Removals	0 Sheet(s)
Roadway Plan and Profile	12 Sheet(s)
Drainage and Utilities Plan and Profiles	6 Sheet(s)
Soil Erosion and Sediment Control Plans and Details	12 Sheet(s)
Pavement Marking and Signing Plan	0 Sheet(s)
Intersection Grading Plan	0 Sheet(s)
Street Lighting Plans and Details	0 Sheet(s)
Temporary Staged Traffic Signal Plans and Details	0 Sheet(s)
Traffic Signal Plans and Details	0 Sheet(s)
ADA Ramp Details	4 Sheet(s)
Special Details	2 Sheet(s)
Standard Details	4 Sheet(s)
Cross Sections	0 Sections
Staged Cross Sections	0 Sections

Increases to the actual number of plans sheets as compared to the estimated sheets above may constitute additional work. HLR will notify the Client if additional work is anticipated.

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HLR will distribute electronic versions of plans, bid documents, and estimates of probable costs to Client's Project Manager for distribution to reviewers. Comments provided will be reviewed and necessary updates will be made. Disposition to comments will be provided at the next submittal. The disposition to comments will be provided based on how HLR received them:

- Client provides a list of comments – HLR will provide a formal disposition to comments in letter format.
- Client provides comment on plan and/or bid document sheets – HLR will provide written disposition to comments next to the comments provided by the Client.

□ **Bid Documents** – Bid Documents will be prepared for the solicitation of contractors to provide construction services. Bid Documents format will be based on the following criteria:

- **Client Provided Example Bid Documents** – Client will provide a digital copy that HLR can use to modify to this project and meet the Client's format. HLR will modify the bid document accordingly and provide Special Provisions and Schedule of Prices based on this project. It is understood that the materials provided including "front end" requirements by the client are current.

HLR will prepare contract specifications and special provisions for Pre-Final and Final Plan submittals. The latest version of the IDOT "Standard Specifications for Road and Bridge Construction" and "Supplemental Specifications and Recurring Special Provisions" will be used as the basis of the construction special provisions. IDOT check sheets will be used as required by the project.

Where a project work item contains work, material, unique sequence of operations, or any other requirements that are not included in the Standard Specifications, Supplemental Specifications, Recurring Special Provisions, BDE Special Provisions, or Guide Bridge Special Provisions, a project specific Special Provision will be written by HLR.

□ **Calculations** – HLR will provide backup calculations to ensure that the design meets the standard of care. Calculations necessary for this project will include:

- **Hydrology** – This work will be limited to the review of existing hydraulic and hydrologic reports
- **Storm Sewer System – Existing Conditions**
- **Storm Sewer System – Proposed Conditions**

5. **Cost Estimate**

- **Estimate of Probable Cost** - HLR will prepare engineering opinions of probable construction costs for each submittal. Costs will be determined using available guides and bid tabulations from similar projects. In addition, the pay item reports with awarded prices from IDOT's website will be used to approximate current unit costs.

6. **Consultation and Coordination**

- **Kickoff Meeting** - Kickoff Meeting with Client (assume 1 meeting)
- **Utility Coordination Meeting** - Utility Coordination Meetings are assumed to be

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necessary for the project (assume 1 meeting)

- **Coordination Meeting** - Coordination and design meeting with the Client (assume 2 meetings)
- **Consultation and Coordination** – HLR will coordinate with all stakeholders regarding the design phase of the project
- **Request for Information** – HLR will correspond with the engineering team during construction for any questions that may arise

PHASE III Construction ENGINEERING

HLR will provide Construction Engineering services for the project to ensure that items in the contract are being constructed in accordance with the plans and bid documents. Since the construction schedule is solely outside of HLR's control, timeframes represented in this agreement are based on the best available information. At this time, HLR estimates the following timelines for the proposed projects:

- MacArthur Drive Area Improvements – **20 weeks** from project start to substantial completion
- Weidner Road Improvements – **16 weeks** from project start to substantial completion

For the purposes of this agreement, Full Time is considered to be no more than 40 hours per week. Based on the level of on-site construction engineering desired by the Client, increases to the duration of construction, or increases of contractor operations will constitute additional work. HLR will notify the Client when the contractor is behind schedule since this could cause the need for additional work not anticipated by the agreement. Final project close-out including punchlists, documentation, agreement to final quantities, and final acceptance of the improvements is assumed to require no more than:

- MacArthur Drive Area Improvements - **64 hours**
- Weidner Road Improvements – **56 hours**

If the contractor is still not in agreement after this effort has been made, HLR will close-out the project and provide final documentation to the Client. Additional efforts requested by the Client to come to an agreement with the contractor may constitute additional work.

Based on anticipated construction activities and the anticipated contractor schedule, HLR will provide the following personnel:

- Project Manager – Part Time
- Resident Engineer/Technician – Full Time

The following items are included in the construction engineering scope of services:

1. **Pre-Construction Services**

HLR will provide the following pre-construction services in order to be ready for the start of construction activities:

- ☐ **Kick-off Meeting:** HLR will conduct a kick-off meeting with the Client to discuss desired outcomes, potential issues, and schedule.
- ☐ **Locally Funded Project Pre-Construction Meeting:** For this locally funded project, HLR will lead a pre-construction meeting with the contractor and Client Staff to discuss community needs, utility coordination, safety and Maintenance of Traffic plans, project goals, potential conflicts/issues, and schedule. We will bring up any issues that we feel need to be discussed

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as a group in order to provide a clear understanding of expectations and schedule.

□ **Public Relations:** HLR will be present on-site during construction, as dictated by the contract, and will coordinate with local residents and business throughout the project. In addition, HLR will provide the following additional public relations measures for the Village:

- Provide 24-hour contact information to Client and specified Stakeholders
- Coordinate Construction notifications
- Daily and Weekly Construction Updates

HLR staff can also provide specific updates for the following;

- E-blasts
- Social Media information for Village feed including text and visuals
- Project/Village website Updates

Managing the above independently from the Village may require additional compensation depending on the level of detail required.

□ **Plan and Quantity Review:** Our team will perform a site visit with the Client to identify any inconsistencies in the plans or modifications that may be needed based on bid documents provided, contractor requests, or changes to existing conditions.

□ **ADA/PROWAG Coordination:** HLR will perform a pre-construction site walk-through to identify curb/gutter and sidewalk removal limits for accessible ramps. They will consider existing drainage patterns and connections to existing facilities while evaluating limits of construction.

□ **Project Setup:** We will organize all project files and perform submittal and catalog cut/shop drawing review. Our geotechnical sub-consultant will review and comment on the contractor-submitted Quality Control Plans for Asphalt and Concrete production.

2. Construction Services

□ **Verify Construction Layout:** HLR will provide line/grade assistance and confirm layout for the work. This will also include extensive on-site coordination regarding accessible ramp design and layout.

□ **Resident Engineer/Technician:** HLR will provide full-time, on-site resident engineering and inspection services to verify that the improvements are constructed, recorded, and quantified in accordance with the IDOT Project Procedures Guide, IDOT Construction Manual, project standards, Client requirements, engineering plans, and construction documents. This will include rejection and non-payment of any work that is deficient, liaison functions, and coordination with all stakeholders. Resident engineering will be provided as detailed in public relations section above.

□ **Documentation:** Daily records of contractor activities in the desired Municipal format, Inspector Daily Reports, Weekly Reports, and Pay Estimates will be maintained throughout the duration of construction. Prior Authorization forms will be submitted to the Client for any/all work that is encountered that requires budget changes. In addition, BC-635 Extra Work Daily Report forms will be utilized to track any work that does not have an Agreed Unit Price. All documentation will be prepared by staff that is trained in IDOT's Documentation of Contract Quantities (Class S-14).

□ **Progress Meetings/Status Updates:** HLR will conduct progress meetings to discuss project status and look-ahead schedules. Updates and minutes will be sent to the Village weekly. If it is determined that the contractor has deviated from the approved project schedule, they will be

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directed to resubmit a catch-up schedule to ensure that the project completion date is not compromised.

□ **Material Tracking / Yield Checks:** HLR will schedule and coordinate with our geotechnical sub-consultant to provide testing concrete and asphalt in accordance with IDOT policies. We will perform yield checks on all materials. HLR will not recommend payment for material that has not been properly inspected and/or does not meet yield check requirements.

□ **Traffic Control and Site Cleanliness Monitoring:** HLR will monitor all traffic control and signage for roadway and sidewalk closures. We will monitor area routes to ensure traffic control is effectively maintained through and around all active work zones without conflict. In addition, we will perform daily checks that include inspection of site cleanliness to ensure that construction dust is kept in check, all debris is removed from driving surfaces, and removed sidewalks and roadways are ramped with temporary aggregate or asphalt depending on the estimated time until they can be replaced.

3. **Post-Construction Services**

□ **Final Inspection:** HLR will present regular punch lists to the contractor with items requiring correction, as well as a final punch list at the end of the improvements. After correction, we will perform the final inspection with the contractor and Client. Recommendation of final acceptance will occur only after all deficient items have been fixed.

□ **As-Built Drawings:** HLR will prepare drafted final as-built drawings with changes. The as-built plans will include survey of critical elevations and pipe inverts. These will also be provided in Microstation format.

□ **Final Quantities:** HLR will provide measured quantities to the contractor on a regular basis and at the conclusion of the project.

□ **Project Closeout:** Our team will submit final pay estimates and change orders. In addition, we will assemble, organize, and turn in all project files, records, quantities, and other items per Client's requirements.

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STAFFING

Staff is assigned to a project based on their prior experience and technical expertise in the scope of work anticipated. Once assigned, they will be involved in the project from beginning to end. By using the same personnel throughout the process, we can maintain continuity with the Village, maximize productivity, and provide the highest quality engineering and survey services. The staff listed below will be assigned to both the MacArthur Drive Area Improvements and the Weidner Road Improvements for the designated roles. Abbreviated resumes for key staff are attached as Exhibit C.

- Ryan Livingston, PE | **Project Principal** – Ryan is HLR's Vice President and Director of Engineering and has over 16 years of experience on the design and construction of various municipal infrastructure improvements. Ryan will serve as the authorized representative of HLR for all phases, ensure adequate resources are allocated, and monitor project budgets, milestones, and overall schedule.
- Alex Riegler, PE | **Design Project Manager** – Alex is one of HLR's design project managers with over 15 years of experience on design and construction projects. Alex previously served as the Assistant Village Engineer for the Village of Streamwood where he oversaw the design and construction of their annual street and underground improvements. Alex will manage the design phase of this project and also serve as the lead designer. Alex will ensure the design meets standards of care and is compliant with all project requirements and will coordinate with Village staff as needed for the project design.
- Anish Bhatt, EIT | **Design Engineer** – Anish is one of HLR's design engineers with over 3 years of experience. Anish has worked on several street and watermain improvement projects while with HLR.
- Courtney Blouzdis | **GIS Specialist** – Courtney is one of HLR's technicians specializing in geospatial technology with over 9 years of experience. Courtney is experienced in the creation, maintenance, and application of GIS, specifically in asset management. Courtney also manages point cloud data that is gathered from our Scanners and LIDAR equipment for use in 3D modeling and processing.
- Nick Fagan, PE | **Construction Project Manager** – Nick is one of HLR's construction project managers with over 11 years of experience on a wide variety of large and small scale infrastructure improvements. Nick has recently served as project manager and resident engineer on municipal infrastructure improvements for the Village of Glencoe and the City of Elgin. Nick will support our on-site inspectors, review and approve all construction documentation, coordinate with the Village, respond to RFI's from the contractor, process pay estimates, and monitor the project budget.
- Maria Aguirre, EIT | **Resident Engineer** – Maria is one of HLR's construction engineers with over 8 years of experience on a wide variety of infrastructure projects. Maria most recently served as resident engineer and assistant project manager for a \$12 Million street improvement project in the City of Woodstock. The project included the reconstruction of several streets, storm sewer, sanitary sewer, watermain, fiber optic and conduit installation, and various other appurtenant work. Maria will be responsible for all on-site construction activities, documentation, and coordination with project stakeholders onsite.

If project schedules change from what is outlined in this document, specifically relating to the uncertainty of the construction schedule, the above staff may need to be re-assigned and replacements coordinated. The Village will be notified of any anticipated staff changes to the project and will approve any proposed substitutions.

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COMPENSATION

Billing Terms

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services. Said rates include overhead and burden costs plus profit. Other out-of-pocket expenses will be reimbursed at our actual cost. These rates will remain in effect through December 31, 2023. In the event our services are required after that date, we will submit revised rates to be utilized through December 31, 2024.

Employee Classification	2023 Rates
PRINCIPAL	\$ 230.00
ENGINEER 6	\$ 205.00
ENGINEER 5	\$ 185.00
ENGINEER 4	\$ 180.00
ENGINEER 3	\$ 160.00
ENGINEER 2	\$ 130.00
ENGINEER 1	\$ 115.00
STRUCTURAL 2	\$ 225.00
STRUCTURAL 1	\$ 185.00
TECHNICIAN 3	\$ 155.00
TECHNICIAN 2	\$ 125.00
TECHNICIAN 1	\$ 100.00
INTERN/TEMPORARY	\$ 65.00
LAND ACQUISITION	\$ 165.00
SURVEY 2	\$ 155.00
SURVEY 1	\$ 120.00
ENVIRONMENTAL 3	\$ 175.00
ENVIRONMENTAL 2	\$ 130.00
ENVIRONMENTAL 1	\$ 100.00
ADMINISTRATION 2	\$ 145.00
ADMINISTRATION 1	\$ 85.00

An estimate of the cost of our services for both the MacArthur Drive Area Improvements and the Weidner Road Improvements is provided on the next page. Any additional services required beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost. Detailed cost breakdowns for each project have been attached as follows:

- Exhibit A – MacArthur Drive Area Improvements
- Exhibit B – Weidner Road Improvements

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Estimated Cost of Services

MacArthur Drive Area Improvements	
Existing Conditions Survey	\$38,920.00
Final Engineering	\$156,520.00
Resident Engineering / Construction Staking	\$192,070.00
<i>MacArthur Drive Area Subtotal</i>	<i>\$387,510.00</i>
Weidner Road Improvements	
Existing Conditions Survey	\$23,060.00
Final Engineering	\$139,540.00
Resident Engineering / Construction Staking	\$155,290.00
<i>Weidner Road Subtotal</i>	<i>\$317,890.00</i>
TOTAL LABOR	\$705,200.00
REIMBURSABLE EXPENSES	\$200.00
TOTAL LABOR + REIMBURSABLES	\$705,400.00

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Payment Terms

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the invoice date.

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon 30 calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

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 Village of Buffalo Grove – MacArthur Drive Area & Weidner Road Improvements
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GENERAL TERMS AND CONDITIONS

Authorized Representatives

The Client and Consultant hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project on behalf of their respective parties.

For the Client:

Name	Ted Sianis, PE
Title	(Project Manager)
Address	51 Raupp Blvd. Buffalo Grove, IL 60089
Office Phone	847.459.2532
Cell Phone	847.790.6067
E-mail	tsianis@vbg.org

For the Consultant:

Name	Ryan Livingston, PE
Title	(Principal in Charge)
Address	380 Terra Cotta Road, Unit G Crystal Lake, IL 60014
Office Phone	847.697.6700
Cell Phone	847.254.5231
E-mail	rlivingston@hlreng.com

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Confidential Communications

The Consultant may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the Client. Those about whom reports and opinions are rendered may as a consequence initiate claims against the consultant. To help create an atmosphere in which the Consultant may freely report or express such opinions candidly in the interest of the Client, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant against all damages, liabilities, or costs arising from the rendering of such confidential opinions and reports by the Consultant to the Client or to the Client's agents.

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Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Construction Observation

The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement.

The Consultant shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

Contractor Insurance and Indemnity Requirements

The Client agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant, and its sub-consultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant, and its sub-consultants from and against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

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Extension of Protection

The Client agrees that any and all limitations of the Consultant's liability and indemnifications by the Client to the Consultant shall include and extend to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers, partners, and employees and their heirs and assigns, as well as the Consultant's sub-consultants and their officers, employees, heirs and assigns.

Hazardous Materials – Suspension of Services

Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

Jobsite Safety

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant, and the Consultant's sub-consultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Notice of Delay

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants, or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant.

Opinions of Probable Construction Cost (Engineer's Estimate)

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

Ownership of Instruments of Service

The Client acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of services and payment in full of all fees due to the Consultant. The Client shall not reuse or make any modification to the final documents without the prior written authorization of the Consultant.

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Quality Control

The Consultant agrees to maintain written quality control procedures for the general guidance of its staff in providing services under this Agreement. Such procedures may be modified by the Consultant from time to time as appropriate to the Consultant's professional practice. The Consultant shall utilize these quality-control procedures to the extent practicable in rendering services in accordance with the standard of professional care.

Record Documents

Upon completion of the Work, the Consultant shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders, and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties which the Consultant shall assume will be reliable, the Consultant cannot and does not warrant their accuracy.

Requests for Clarification or Interpretation

The Contractor may, after exercising due diligence to locate required information, request from the Consultant clarification or interpretation of the requirements of the Contract Documents. The Consultant shall, with reasonable promptness, respond to such Contractor's requests for clarification or interpretation. However, if the information requested by the Contractor is apparent from field observations, is contained in the Contract Documents, or is reasonably inferable from them, the Contractor shall be responsible to the Client for all reasonable costs charged by the Consultant to the Client for the Additional Services required to provide such information.

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although the Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may ~~unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.~~

Shop Drawing Review

The Consultant shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

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Suspension of Services

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than fifteen (15) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Testing Laboratory Services

It is acknowledged that the Consultant has been requested by the Client to subcontract certain laboratory testing services on behalf of the Client to Pace Analytical Services, LLC, an independent testing laboratory. The Consultant agrees to do so in reliance upon the Client's assurance that the Client will make no claim or bring any action at law or in equity against the Consultant as a result of this subcontracted service. The Client understands that the Consultant has not performed any independent evaluation of the testing laboratory's data and the Client shall not rely upon the Consultant to determine the quality or reliability of the testing laboratory's reports.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

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Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

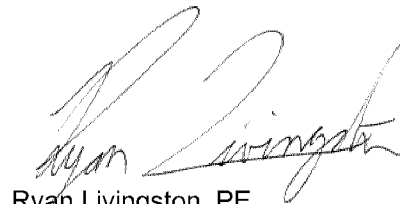
In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

If this agreement meets with the Village's approval, please have the proper Village officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please do not hesitate to give me a call.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

A handwritten signature in black ink, appearing to read "Ryan Livingston", is written over a horizontal line.

Ryan Livingston, PE
Vice President

Mr. Ted Sianis
Village of Buffalo Grove – MacArthur Drive Area & Weidner Road Improvements
March 23, 2023
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ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the Village of Buffalo Grove for design and construction engineering services set forth above.

By _____
Title _____

_____ Date

ATTEST:

By _____
Title _____

**PROFESSIONAL REGISTRATIONS**

Professional Engineer – Illinois,
#062.067060, 2014

YEARS OF EXPERIENCE

16 / 15 at HLR

EDUCATION

B.S., Civil Engineering, Certificate of
Business – Entrepreneurship, 2006,
University of Iowa, Iowa City, IA

PROFESSIONAL CERTIFICATIONS

Documentation of Contract Quantities,
IDOT, #21-18841

Erosion and Sediment Control Module I
& III, IDOT, 2013

Lake County SMC Listed DECI,
February 2013

CMMS Certified, IDOT 2022

ICORS Documentation, IDOT, 2012

CONTINUING EDUCATION

Illinois Tollway Construction Managers
Workshop, March 2015

S19 Piling Class, IDOT, March 2015

LaFarge Stabilization Workshop, 2015

Mixture Aggregate Technician Course,
IDOT, 2012

FHA-NHI Safety Inspection of In-
Services Bridges, November 2008

Soil Stabilization, ISPE, 2008

Soil Erosion and Sediment Control
Workshop, Kane-DuPage Soil and
Water Conservation District, 2007

PROFESSIONAL ASSOCIATIONS

American Public Works Association,
(APWA)

American Society of Civil Engineers
(ASCE)

Illinois Rural Water Association (IRWA)

Illinois American Water Works
Association (IAWWA)

Ryan has over 16 years of experience in design and construction engineering and is currently our Director of Engineering and a Vice President of the firm. His experience includes Preliminary, Phase II, and Phase III engineering, and environmental inspections for public agencies. Ryan's responsibilities include administration, oversight, and coordination of municipal engineering projects, such as: annual maintenance programs, grant improvement programs, drainage improvements, water/wastewater improvements, and bridge and culvert inspections. He has experience performing many of the typical tasks required of a municipal engineer.

Ryan previously served as the City of Woodstock's City Engineer and Assistant Director of Public Works. In this capacity, he managed the division superintendents, reviewed private development plans, administered capital improvement projects, prepared budgets for current and future needs, and developed programs to improve the lives of Woodstock residents.

REPRESENTATIVE PROJECTS – PROJECT MANAGEMENT

South Street/Lake Avenue Roundabout, Woodstock. Principal-in-Charge and Project Manager for the federally funded roundabout construction at this 5-way intersection. This project consisted of a complete intersection removal – under a full road closure and detour – to construct a new roundabout roadway in its place. The project also included complete removal and replacement of water main, sanitary sewer, and a new 72" storm sewer drainage system. Additional project elements included: utility coordination and relocation, curb, sidewalk and driveway replacement, non-special waste disposal and monitoring, structure adjustments, new roadway signage, retaining wall construction, installing a new street lighting system, and federal funding documentation. The project involved coordination and construction planning with the local businesses and property owners to minimize construction impacts to their daily business operations. This project also required working closely with the City of Woodstock with the replacement of their public utilities, including scheduling and coordination of service transfers to minimize disruption times to residents and businesses.

2022 Water Main Improvements, Village of Palatine. Principal-in-Charge and Project Manager for design of water main replacement along several streets in Palatine. The proposed improvements include new ductile iron water main and the connection of residential, sanitary and storm sewer replacement to meet IEPA separation requirements. Design included open trench trenchless applications.

2022 Street Program, City of Woodstock. Principal and Project Manager for the City of Woodstock's 2022 Street Program, a \$12.8 million project. The program included full reconstruction of streets, full depth reclamation with cement, earth excavation, HMA and PCC driveway removal and replacement, sanitary sewer repairs, new water main and storm sewer, full depth asphalt removal and replacement, parking lot improvements, and ADA sidewalk improvements.

Berwyn Depot District Utility Improvements, City of Berwyn. Principal for construction engineering services provided as a subconsultant to Postl-Yore and Associates. The project included roughly \$13 million of underground utility replacements in the downtown district of Berwyn. The project was funded by several grants through the IEPA and Department of Commerce and Economic Opportunity.

2022 Glencoe Street Resurfacing Project, Village of Glencoe. Principal-in-Charge for a nearly \$2 million street resurfacing and ADA compliance update on 15 streets in the Village of Glencoe. Included ADA sidewalk and ramp installation, curb patching, over five miles of milling and repaving existing bituminous surface, extensive pavement patching, reconstruction of utility structures in the roadway, structure adjustment, contractor and stakeholder coordination, QA material testing coordination, quantity measurements, and all final documentation.

2023 Eastside Resurfacing, City of Elgin. Principal for the ongoing design of roadway resurfacing, roadway reconstruction, ADA improvements, and utility structure repairs on various streets in the City of Elgin. Engineering work includes inspection of existing site conditions, including utility structures and sidewalk corners; design of ADA compliant curb ramps; coordination with IDOT, Elgin, and U-46 School District; and preparation of plans, cost estimates, and bid documents.



PROFESSIONAL REGISTRATIONS

Professional Engineer – Illinois,
#062.063523, 2011

YEARS OF EXPERIENCE

17 / 1 at HLR

EDUCATION

B.S., Civil Engineering, Valparaiso
University, Valparaiso, IN, 2006

PROFESSIONAL CERTIFICATIONS

Erosion and Sediment Control
Workshop Module I: Fundamental
Module, IDOT, Sept 2022

Erosion and Sediment Control
Workshop Module II: Design Module,
IDOT, Sept 2022

Documentation of Contract Quantities,
IDOT, #23-20640

Mixture Aggregate Technician Course,
IDOT

HMA Level I, IDOT

Bituminous Concrete Density Tester
Course, IDOT

Alex is a Project Manager with over 15 years of experience in design and construction engineering. His experience includes roadway reconstruction and resurfacing, underground improvements, bridge rehabilitation, site design, and detention studies. Alex has also performed reviews of new development, including review of stormwater management, utilities, grading, erosion control, roadway design, and plats. Additionally, he has provided construction engineering on various roadway and underground projects.

Prior to joining HLR, Alex served as the Assistant Village Engineer for the Village of Streamwood. In this role, he reviewed public and private development plans for compliance, managed the design and construction of underground and street resurfacing projects, and worked on many other programs to improve the lives of Streamwood residents.

REPRESENTATIVE PROJECTS

South First Street Water Main Improvements, City of Geneva. Project Manager for the ongoing design of water main replacement along South First Street (Route 31) in the City of Geneva. The proposed improvements include new ductile iron water main and appurtenances; the connection of residential and commercial water services, including replacing lead services; sanitary and storm sewer replacement to meet IEPA separation requirements; sanitary and storm structure repairs; and restoration of concrete, asphalt, and turf areas. Engineering work includes 3D scanning the project site; performing a topographic survey of utilities; manhole inspections; coordination with utility companies; permitting through IEPA and IDOT; and preparation of plans, cost estimates, and bid documents. The project is currently slated for letting in Spring 2023 with construction anticipated to be completed in 2023.

Richview Road Improvements, Jefferson County. Project Manager for the ongoing design of highway safety improvements and roadway resurfacing for a 6.5-mile section of Richview Road in Jefferson County. The proposed improvements include new HMA shoulders, HMA overlay, culvert improvements, guardrail upgrades, and improved signage. Engineering work includes 3D scanning the project site; creation of a 3D model of the corridor; coordination with IDOT and Jefferson County; preparation of plans, including plan and profile sheets, structural details, and cross sections; and preparation of cost estimates and bid documents. The project is currently slated for letting in Spring 2023 with construction anticipated to be completed in 2023.

2023 Eastside Resurfacing, City of Elgin. Project Manager for the ongoing design of roadway resurfacing, roadway reconstruction, ADA improvements, and utility structure repairs on various streets in the City of Elgin. Engineering work includes inspection of existing site conditions, including utility structures and sidewalk corners; design of ADA-compliant curb ramps; coordination with IDOT, Elgin, and U-46 School District; and preparation of plans, cost estimates, and bid documents. The project is currently slated for letting in Spring 2023 with construction anticipated to be completed in Summer 2023.

Development Review, Village of Bartlett. Project Engineer for the ongoing review of plans and permitting documents for proposed developments in the Village of Bartlett. Items reviewed include site design, utilities, stormwater management, and cost estimates. Developments vary from individual commercial lots to residential subdivisions. Engineering work includes detailed engineering review, preparation of comment letters, and coordination with the Village and the designer.

REPRESENTATIVE PROJECTS (PRIOR TO HLR)

Civil Engineer / Assistant Village Engineer, Village of Streamwood. The following are a representation of projects and programs that Alex managed during his 10 years as an engineer for the Village:

- **Annual Water and Sewer Improvements.** Acted as Project Manager, Design Engineer, and Construction Engineer for the 2013-2022 Water and Sewer Improvements. Projects varied from approximately \$500,000 to \$1.7 million of designated improvements consisting of water main replacement, storm sewer replacement, and sanitary spot repairs. Design engineering responsibilities included survey work; review of sewer video; the preparation of plans, bid documents, and cost estimates; and permitting through IDOT, Cook County, MWRD, IEPA, and the Natural Gas Pipeline. Construction engineering responsibilities included construction observation, preparation of change orders, utility coordination, and coordination with residents and local businesses.
- **Annual Road Program.** Acted as Project Manager, Design Engineer, and Construction Engineer for the 2013-2022 Road Programs. Annual Road Programs consisted of a locally funded concrete repair project, an MFT-funded roadway maintenance project, and/or a Rebuild Illinois-funded street resurfacing project. In total, the Road Program averaged approximately \$2 million per year of designated improvements consisting of concrete repairs, ADA improvements, roadway reconstruction, street resurfacing, patching, and crack sealing. Design engineering responsibilities included the preparation of plans, bid documents, and cost estimates as well as permitting through IDOT and Cook County. Construction engineering responsibilities included construction observation, preparation of change orders, utility coordination, and coordination with residents and local businesses.
- **Annual Sewer Maintenance Program.** Acted as Project Manager, Design Engineer, and Construction Engineer for various sewer maintenance programs. Sewer maintenance programs consisted of a cleaning and televising project and a CIPP sewer lining project. In total, the sewer maintenance program averaged approximately \$1 million per year of designated improvements consisting of sewer televising, sanitary joint testing and sealing, manhole lining, and CIPP sewer lining. Design engineering responsibilities included the preparation of exhibits, bid documents, and cost estimates as well as permitting through MWRD and Cook County. Construction engineering responsibilities included construction observation, preparation of change orders, utility coordination, and coordination with residents and local businesses.
- **Public Works Engineering.** Provided design and layout for multiple small-scale projects done in-house by Public Works staff, including storm sewer replacement, sanitary sewer spot repairs, manhole reconstructions, and roadway maintenance.
- **Development Review.** Assisted with the review of plans and permitting documents for proposed developments. Acted as Construction Engineer to assure compliance with the approved plans, Village codes, and erosion control requirements. Representative developments include Westbrook Senior Living, Elgin Toyota, Elgin Chrysler Dodge Jeep Ram, Streamwood Smiles Dental Care, and U-Stor-It Self Storage.
- **STP Projects.** Acted as the Village's point-of-contact for the construction of STP projects in various years (2016 – South Park Avenue, 2017 – East Streamwood Boulevard, 2020 – South Park Boulevard).

Longmeadow Lane Bridge Reconstruction, Village of Hanover Park. Project Engineer for the reconstruction of the Longmeadow Lane Bridge in Hanover Park. This project consisted of the total replacement of an existing bridge structure with dual culverts; reconstruction of the bridge approaches; and replacement of fencing, sidewalk, and guardrails.

Development Review, City of West Chicago. Design Engineer for the review of plans and permitting documents for proposed developments in the City of West Chicago. Developments varied from individual residential lots to large commercial subdivisions.

Capital Improvement Projects, Village of Carpentersville. Design Engineer for various Capital Improvement projects in the Village of Carpentersville. Projects consisted of water main replacement, storm sewer replacement, sanitary spot repairs, and roadway reconstruction. Design engineering responsibilities included survey work, review of sewer video, and plan preparation.



PROFESSIONAL REGISTRATIONS

Engineer Intern, Illinois

#061.040776

YEARS OF EXPERIENCE

3 / 3 at HLR

EDUCATION

B.S., Civil Engineering, Certificate in
Leadership Studies, Iowa State
University, Ames, IA

PROFESSIONAL CERTIFICATIONS

Documentation of Contract Quantities,
IDOT, #21-18517

CONTINUING EDUCATION

Erosion and Sediment Control
Workshop Module I: Fundamental
Module, IDOT, September 2021

Erosion and Sediment Control
Workshop Module II: Design Module,
IDOT, September 2021

PROFESSIONAL ORGANIZATIONS

American Public Works Association Fox
Valley Chapter Scholarship Recipient

Anish is an Engineer-in-Training who provides support to our construction and municipal engineering teams. He brings strong internship experience in the design and construction of water/wastewater and drainage improvement projects, surveying, and in the creation and maintenance of GIS data. Anish has experience with MicroStation, TopoDOT, AutoCAD/Civil 3D, Autodesk Revit, ArcGIS, HEC-RAS, HEC-HMS, and HY-8.

REPRESENTATIVE PROJECTS

South First Street Water Main Improvements, City of Geneva. Design Engineer responsible for creating the plans and design of water main replacement along South First Street (Route 31) in the City of Geneva. The proposed improvements include new ductile iron water main and appurtenances, the connection of residential and commercial water services, including replacing lead services, sanitary and storm sewer replacement to meet IEPA separation requirements, sanitary and storm structure repairs, and restoration of concrete, asphalt, and turf areas.

Richview Road Improvements, Jefferson County. Design Engineer responsible for the roadway geometrics, design of corridors, and preparations of plans and quantities for a 6.5-mile section of Richview Road in Jefferson County. The proposed improvements include new HMA shoulders, HMA overlay, culvert improvements, guardrail upgrades, and improved signage.

2022 Water Main Improvements, Village of Palatine. Design Engineer responsible for preparing the plans and design of water main replacement along several streets in Palatine. The proposed improvements include new ductile iron water main, the connection of residential, sanitary and storm sewer replacement to meet IEPA separation requirements.

2021 Annual Streets Program, City of Woodstock. Design Engineer responsible for roadway geometrics, creating horizontal/vertical alignments, and design of corridors for the reconstruction of several streets throughout the City of Woodstock. Completed utility design including watermain, storm and sanitary to improve operational efficiency. Extracted topography using TopoDOT from mobile LiDAR data which improves the speed that a street can be surveyed, compared to a traditional survey, and ease of access to information for those streets.

2020 Annual Streets Program, City of Woodstock. Project Engineer responsible for taking field measurements, inputting field measurements into GIS for the City's Annual MFT and Non-MFT Maintenance Program and making improvements to the city infrastructure. Improvements include resurfacing, patching, cold-in-place recycling, updating substandard facilities to current ADA requirements, crack sealing, and pavement marking. This annual program involves the planning, design, construction supervision, and coordination of the City's 25-year plan to resurface and reconstruct its street system.

REPRESENTATIVE PROJECTS (PRIOR TO HLR)

HR Green Water Services, City of McHenry. As a summer intern, Anish calculated a base flood elevation for a Letter of Map Amendment to FEMA and verified the design of land volumes for a chemical storage tank to adhere to IEPA code. He also designed a series of storm sewers to ensure sufficient flow rates and Illinois code compliance and reviewed televised sanitary sewers to identify the most effective repair method.

Naperville Water Utilities, City of Naperville. Intern whose responsibilities included using AutoCAD for creating engineering bid drawings, updating as-built drawings, designing ozone disinfectant system installation, and flowmeter replacement. He has also used AutoCAD to also create one-line pipe diagrams for pumping stations in the municipality to increase operational efficiency. Anish observed the design-bid-build process for reservoir pumps and supervised their construction, improved digital asset management systems using ArcGIS, and developed sewer models in ArcGIS.

Elgin Public Works Department, City of Elgin. Summer intern involved with reviewing neighborhood plats to create a five-year maintenance budget, surveyed, created topographic maps to resolve drainage and flooding issues, and inspected installations of sidewalks, storm drains, and connections to main.



YEARS OF EXPERIENCE
9 / 6 at HLR

EDUCATION

M.S., Natural Resource Science and Management, 2016, Assessment, Monitoring, and Geospatial Analysis Track, University of Minnesota, St. Paul, Minnesota

B.S., Natural Resource Planning and Decision Making, 2012, Concentration in Spatial Analysis/GIS, Purdue University, West Lafayette, Indiana

Courtney is a geospatial professional with experience in the creation, maintenance, and application of GIS and point cloud data, specifically in asset management and environmental uses. She is experienced in maintaining geospatial data, deploying mobile GIS solutions, extracting 3D features from point clouds, conducting geospatial analysis, and providing GIS support and training.

REPRESENTATIVE PROJECTS

Gilberts Utility GIS, Village of Gilberts. Created GIS data from the village-provided storm, sanitary, and water GIS files and updated GIS data by incorporating survey data. Set up ArcGIS Online maps for use in ArcGIS Field Maps for mobile devices.

Elgin 2023 Eastside Resurfacing, City of Elgin. Created an ArcGIS Field Maps app for recording various field measurements such as HMA resurfacing, sidewalk, driveways, landscape items, curb and gutter replacement or removal, and structure adjustment or reconnaissance.

DuPage Court, DLA Architects. Extracted 3D linework from Riegl VZ-400i scanner point clouds including streetscaping, curbing, edge of pavement, buildings, sidewalks, and asset locations using TopoDOT. Ground points were also extracted to assist in creating terrain from the scanning data.

Larkin High School North Parking Lot, U-46 School District. Extracted 3D road and parking lot linework from Riegl VZ-400i scanner point clouds including curbing, edge of pavement, buildings, fences, sidewalks, and asset locations using TopoDOT. Ground points were also extracted to assist in creating terrain from the scanning data.

Richview Road, Jefferson County Highway Department. Extracted 3D road linework from Riegl VZ-400i scanner point clouds including edge of pavement, shoulders, ditches, and paint striping using TopoDOT. Ground points were also extracted to assist in creating terrain from the scanning data. Provided mapping and GIS assistance for the PESA, wetland delineation, and ESR.

Dix-Irvington Road, Jefferson County Highway Department. Extracted 3D road linework from Riegl VZ-400i scanner point clouds including edge of pavement, shoulders, ditches, and paint striping using TopoDOT. Ground points were also extracted to assist in creating terrain from the scanning data. Provided mapping and GIS assistance for the PESA, wetland delineation, and ESR.

Glencoe 2022-2023 Streets GIS, City of Glencoe. Created an ArcGIS Collector app for recording various field measurements such as HMA resurfacing, sidewalk, driveways, landscape items, curb and gutter replacement or removal, and structure adjustment or reconnaissance.

South McLean Boulevard Phase II, Village of South Elgin. Extracted 3D road and parking lot linework from Riegl VZ-400i scanner point clouds including curbing, edge of pavement, fences, sidewalks, and asset locations using TopoDOT. Ground points were also extracted to assist in creating terrain from the scanning data.

Streamwood HS Track, U-46 School District. Extracted 3D road linework from Riegl VZ-400i scanner point clouds including sidewalks, football field, running track, bleachers, and paint striping using TopoDOT. Ground points were also extracted to assist in creating terrain from the scanning data.

Wayne City GIS, Wayne City. Created GIS utility mapping from survey including manholes, hydrants, and water and gas valves. Water and gas meters from their accounting software were also converted and added to the mapping. Created utility maps to be used in ArcGIS Online and ArcGIS Field Maps, along with map change request and leak identification capabilities.

Elm Street Curb Rebuild MFT 5th – 7th Street, City of Albion. Extracted 3D road and parking lot linework from Riegl VZ-400i scanner point clouds including curbing, edge of pavement, fences, and sidewalks using TopoDOT. Ground points were also extracted to assist in creating terrain from the scanning data. 3D power lines were also extracted from the scanner point cloud.

Otter Creek Elementary, U-46 School District. Extracted 3D road and parking lot linework from Riegl VZ-400i scanner point clouds including curbing, edge of pavement, buildings, fences, sidewalks, and asset locations using TopoDOT. Ground points were also extracted to assist in creating terrain from the scanning data.

2021 Woodstock Street Program, City of Woodstock. Extracted 3D road linework and assets from Riegl VZ-400i scanner point clouds including edge of pavement, shoulders, ditches, and assets using TopoDOT for 16 street segment projects. Ground points were also extracted to assist in creating terrain from the scanning data.

Sunnydale Elementary School and McKinley Elementary School, U-46 School District. Extracted 3D road and parking lot linework from Riegl VZ-400i scanner point clouds including edge of pavement, buildings, fences, sidewalks, and asset locations using TopoDOT. Ground points were also extracted to assist in creating terrain from the scanning data.

Harvard and Arlene Water Main, Village of Palatine. Extracted 3D road linework from Riegl VZ-400i scanner point clouds including edge of pavement, curbs, sidewalks, and asset locations using TopoDOT. Ground points were also extracted to assist in creating terrain from the scanning data.

2020 Woodstock Street Program, City of Woodstock. Created feature class of proposed streets to be resurfaced and extracted the sanitary and storm sewer associated with the proposed improvements. Also created an ArcGIS Collector app for recording various field measurements such as HMA resurfacing, curb and gutter replacement or removal, and structure adjustment or reconnaissance.

Utility GIS, City of Albion. Created a geodatabase of sewer and water data from information obtained from historical maps and CAD files. Periodically added various assets into GIS when assets were surveyed, including manholes along with 360° videos. Compiled information from televised videos into tables to allow the user to display multiple videos per sewer lines via hyperlinks and view pipe scoring information.

BNSF Extension Kendall County, Metra. Created an ArcGIS Online interactive map to visualize environmental conditions along the 24-mile project area and an ArcGIS Collector app to improve the efficiency of collecting photos during site visits. Also, created a set of maps with potential wetland boundaries from GPS data collected with Trimble TerraFlex.

Utility GIS, City of Flora. Compiled a utility geodatabase consisting of water, electric, and gas data incorporating a total of 8,209 meters. Incorporated information from surveyed manholes into GIS data along with information associated with sewer pipes. Digitized water mains from old records, work order forms, and paper maps and converted to GIS attributes, which have included pipe diameter and material. The project has also involved collecting GIS data on service materials for 2,091 service connections and coordinating with the City to update their water GIS on an ongoing basis with records from their accounting software. Field apps were also created for viewing data, recording map change requests, and documenting water leaks and electric meter replacements using ArcGIS Collector on mobile devices.

Lawrenceville Sewer Televising, City of Lawrenceville. Created a geodatabase of sewer data from information obtained from sewer televising, surveyed manholes, and historical maps. Recorded information from 638 televised videos into a set of tables to allow the user to display multiple videos per sewer lines via hyperlinks and view scoring information. From the televised sewer lines, 2,597 sewer laterals were digitized from distances available in the videos. Laterals were generated using an automated process whenever possible.

As-Built GIS, KB Evansville, Indiana. Created electronic as-builts in GIS format for the Heidelberg and Olmsted water line replacement in Evansville, Indiana. A geodatabase of as-built submittals has been continuously updated as water assets are installed and surveyed. A template was set up for the data collector to collect attributes compatible with the geodatabase with predefined responses to improve efficiency and data integrity. Examples of collected attributes include fitting or valve type, hydrant or valve manufacturer, and pipe diameter. A total of 72 water meters, 10 water line points, 55 fittings, 8 hydrants, and 139 valves were surveyed and mapped along with 11,169 feet of digitized water line. Photos collected during data collection have been formatted for viewing through hyperlinks in ArcMap.

Western Wayne Water District GIS, Western Wayne Water District. Created a geodatabase of water system data for the Western Wayne Water District. The project involved importing water meter locations from existing accounting data and digitizing 388 miles of water main, 335 hydrants, and 316 valves from paper maps. GIS maps were set up on mobile devices for field access with ArcGIS Collector and Explorer.

Mt. Carmel CMOM Plan, City of Mt. Carmel. Compiled as-built data on existing sewer manholes and lines. Attribute data was used to assess the condition of manholes and digitize sewer lines. Attributes collected consisted of inspection date, manhole material, manhole condition, manhole diameter, observed infiltration, step conditions, frame and lid type, and condition, odor, flow, rim elevation, and manhole picture hyperlinks from a 360° camera. For the first phase of the project, 235 manholes were detailed and mapped along with information on 458 sewer lines. With the sewer line attribute information, we were then able to auto-calculate the slope, hydraulic radius, area, perimeter, velocity, and flow.



PROFESSIONAL REGISTRATIONS

Professional Engineer, Illinois,
#062.069187, 2016

YEARS OF EXPERIENCE

11 / 4 at HLR

EDUCATION

B.S., Civil Engineering
Valparaiso University, Valparaiso,
Indiana

PROFESSIONAL CERTIFICATIONS

30-Hour Construction Industry
Outreach, OSHA, February 2020

Module III: Inspection of Erosion and
Sediment Control Best Management
Practices (BMPS), 2016, 2021

Soils Field Testing & Inspection. STTP
S-33, 2015

Module I: Fundamentals of Storm Water
Pollution and Erosion and Sediment
Control, 2015

Illinois Department of Transportation
(IDOT) Document of Contract
Quantities, #22-19493

ICORS, 2014

CONTINUING EDUCATION

Portland Cement Concrete Level II
Course, IDOT, January 2022

Mixture Aggregate Technician Course,
IDOT, 2021

PCC I/IDOT/ACI Concrete Field Testing
Technician Course, 2021

Nick is a Professional Engineer with over 10 years of experience providing field engineering on infrastructure construction projects and is our Tollway Project Manager. Responsibilities have included inspection and resident engineering services on both small-scale to high-profile improvements projects on local roadways, storm sewers, and utility relocations. His experience includes ADA compliance for sidewalks, erosion and sediment control inspection, quantity reporting, documentation, and contractor and stakeholder coordination.

REPRESENTATIVE PROJECTS

Oversee Runway 9R-27L Extension ALSF Structure, ISTHA (June 2021-Ongoing). Project Manager for the oversight of ALSF Structure bridge built as part of the runway extension, which will pass over the future location of I-490. Duties included site inspection, coordination with ISTHA, FAA, CDA, CM group for runway extension, submittal review, QA, and IA materials testing coordination, RFI responses, and stakeholder coordination. This work is ongoing.

2022 Glencoe Street Resurfacing Project, Village of Glencoe. Project Manager and Resident Engineer for a nearly \$2M street resurfacing and ADA compliance update on 15 streets in the Village of Glencoe. Included ADA sidewalk and ramp installation, curb patching, over five miles of milling and repaving existing bituminous surface, extensive pavement patching, reconstruction of utility structures in the roadway, structure adjustment, contractor and stakeholder coordination, QA material testing coordination, quantity measurements, and all final documentation.

Systemwide Upon Request Signage Fabrication & Installation (March 2022 – Ongoing), ISTHA. Assistant Resident Engineer for a \$2.5M+ signage contract to modernize the signage and lighting along all portions of the Tollway system. Duties include field inspection, contract quantity documentation, authorization generation, daily diary entry, contract documentation, consultant coordination and scheduling, Tollway and Tollway Maintenance coordination, and material testing coordination.

Systemwide Emergency Guardrail Repairs (2022), ISTHA. Resident Engineer for emergency guardrail repairs spanning the Illinois Tollway. Duties included daily inspection, site review and quantity generation per location, contractor coordination, Tollway and Tollway Maintenance coordination, weekly progress meetings, authorization and change order generation, cost estimate generation, and location determinations.

Veterans Memorial Tollway (I-355) Structural Rehabilitation (2022), ISTHA. Field Inspector for the removal of existing pavement and the replacement with ultra-high performance concrete joint headers at four (4) locations on two (2) bridges on southbound I-355. Duties included contractor coordination, night-time field inspection and traffic control inspection, tracking of contract quantities, and report generation.

2022 Elgin Southeast Area Resurfacing Project, City of Elgin. Project Manager and Resident Engineer for a \$1.6M street resurfacing and ADA compliance update on 10 streets in the City of Elgin. Included ADA sidewalk and ramp installation, full street and subgrade reconstruction on four (4) of the 10 streets, curb patching, over 2 miles of milling and repaving existing bituminous surface, extensive pavement patching, reconstruction of utility structures in the roadway, structure adjustment, contractor and stakeholder coordination, QA material testing coordination, quantity measurements, and all final documentation on this MFT-funded project

DuPage County Central Signal System Expansion #03, (March 2021 – Ongoing), DuPage County. Project Manager for the modernization of DuPage County's traffic signals. Duties include stakeholder and contractor coordination, and staff coordination.

2021 Elgin Northeast Area Resurfacing Project (NEAR), City of Elgin. Resident Engineer for an approximately \$1M street resurfacing and ADA compliance update on four (4) streets in the City of Elgin. Included ADA sidewalk and ramp installation, curb patching, over 1.5 miles of milling and repaving existing bituminous surface, extensive pavement patching, reconstruction of utility structures in the roadway, structure adjustment, contractor and stakeholder coordination, QA material testing coordination, quantity measurements, and all final documentation on this MFT-funded project.

Utility Relocations on the I-490 Corridor, ISTHA (October 2020 – Ongoing). Project Manager for eight (8) consultants performing oversight on 22 Work Orders associated with the removal or relocation of utility infrastructure currently in conflict with the future I-490 corridor. Duties include staffing and scheduling consultants, coordinating with multiple railroads, CDA, FAA, and Tollway, providing inspection review, and coordination with the residents and businesses along the corridor.

Elgin O'Hare Western Access On-call and As-needed Construction Management Upon Request (May 2021 – Ongoing), ISTHA. Project Manager for ISTHA contract I-17-4682, which provides the Illinois Tollway and their Corridor Construction Manager with Construction Management services along the I-390 and I-490 corridors. Tasks include proposal generation, subconsultant coordination, P4G mentoring of DBE firms, diversity inclusion and tracking for assigned tasks, invoice review, budget/fund allocation management, as well as Resident Engineer and Field Inspector responsibilities listed below on other ISTHA Projects.

Systemwide Emergency Guardrail Repairs (2021), ISTHA. Resident Engineer for nearly \$750K in emergency guardrail repairs spanning the Illinois Tollway. Duties included daily inspection, site review and quantity generation per location, contractor coordination, Tollway and Tollway Maintenance coordination, weekly progress meetings, authorization and change order generation, cost estimate generation, and location determinations.

Elgin O'Hare Western Access Tollway (I-490) Building Demolition, ISTHA. Resident Engineer for a \$1M building demolition project in Bensenville. Work included asbestos abatement in advance of the demolition of six buildings on two parcels along Green Street. Responsibilities included: erosion control monitoring, authorization generation, contractor coordination, and documentation.

7th Avenue Resurfacing, City of St. Charles. Resident Engineer for resurfacing a 1.3-mile section of South 7th Avenue from IL Route 64 to Division Street. Included ADA sidewalk and ramp installation, Curb patching, milling, and repaving the existing bituminous surface, limited pavement patching, water valve and valve vault replacement, fire hydrant replacement, structure adjustment, traffic signal loop detector replacement, contractor coordination, QA material testing coordination, quantity measurements and all documentation for this IDOT Local Roads project.

I-490 Elgin O'Hare Western Access Tollway Bridge Construction & I-90 Collector-Distributor Over Higgins Creek, ISTHA. Field Inspector responsible for the I-90 portion including erosion control, noise abatement wall (NAW) installation, and documentation. Responsibilities for the I-490 portion include erosion control, construction of bridge deck, parapet walls, approach slab and parapets, sub-surface structural components (approach slab bents), and electrical/lighting installation.

DuPage County Complex Parking Lot Assessment, DuPage County Public Works and Facilities Management Department. Field Inspector and Resident Engineer for the removal and repaving of five (5) parking lots in the DuPage County Complex. Improvements included existing pavement removal, determination of subgrade quality, minor storm drainage installation, contractor coordination, quantity documentation, cost estimate generation, QA manager, and ADA sidewalk and ramp installation.

Oak Park SRTS Traffic Signal Upgrade, Village of Oak Park / IDOT. Resident Engineer for the removal of existing pedestrian, and some traffic signal heads, and replacement with new countdown timer heads with new controllers and battery backup systems. Responsibilities included: contractor and stakeholder coordination, pay estimate generation, and generating Contract Change Orders.



PROFESSIONAL REGISTRATION

Engineer-In-Training, Illinois,
#061.039209, 2016

YEARS OF EXPERIENCE

8 / 6 at HLR

EDUCATION

B.S., Civil Engineering, 2012, University
of Wisconsin-Platteville, Platteville, WI

PROFESSIONAL CERTIFICATIONS

Erosion and Sediment Control Module I
& III, IDOT 2016

Erosion and Sediment Control Module
III, IDOT, 2021

Documentation of Contract Quantities,
IDOT, #20-16794

ICORS Documentation, IDOT, April
2016

CONTINUING EDUCATION

Regulated Substances, Construction
Projects & Special Provisions, IDOT,
2020, #4693961

Soils Field Testing and Inspection
Course, IDOT, 2017

RoSaKo Safety Training, April 2016

Portland Cement Concrete Level III
Course, IDOT, 2015

Portland Cement Concrete Level II
Course, IDOT, 2015

PCC I / IDOT / ACI Course, IDOT, 2014

ACI Concrete Field Testing Technician
– Grade I, ACI, 2014

Aggregate Technician Course, IDOT,
2014

Maria provides on-site observation and documentation services during construction projects while utilizing her background in aggregates and concrete ready mix. Prior to joining HLR, Maria worked for Meyer Material Company as a Technical Services Coordinator. She was a key contact for IDOT's QC/QA approved aggregates (sand and gravel locations). Her responsibilities also included creating and maintaining concrete mix designs in Quadrel, Command, and SAP.

REPRESENTATIVE PROJECTS – PHASE III

2022 Street Program, City of Woodstock. Provided resident engineering services for the City of Woodstock's 2022 Street Program, a \$12.8 million project. The program included full reconstruction of streets, full depth reclamation with cement, earth excavation, HMA and PCC driveway removal and replacement, sanitary sewer repairs, new water main and storm sewer, full depth asphalt removal and replacement, parking lot improvements, and ADA sidewalk improvements.

Berwyn Depot District Utility Improvements, City of Berwyn. Provided construction inspection services as a subconsultant to Postl-Yore and Assoc. The contract included new water main and storm sewer throughout the downtown area.

2021 Street Program, City of Woodstock. Provided resident engineering services for the City of Woodstock's 2021 Street Program. The program included full reconstruction of streets, earth excavation, HMA and PCC driveway removal and replacement, sanitary sewer repairs, new water main and storm sewer, full depth asphalt removal and replacement, HMA surface removal and resurfacing, parking lot improvements and various ADA sidewalk improvements.

Kirk Road and Fabyan Parkway Intersection Reconstruction, Kane County Division of Transportation. As a subconsultant to Ciorba Group, Inc., Maria provided Assistant Resident Engineer services for the \$10 million intersection improvements that included staged reconstruction, traffic signal modernization, interconnect, ADA/PROWAG ramp construction, utility improvements, and pavement markings. Responsibilities included construction observation, documentation, pay estimate coordination, and stakeholder coordination.

RR-18-4441 – I-294 NAW Construction SB over Central Road and NB over Ballard Road, ISTHA. Provided construction inspection services as a subconsultant to Interra, Inc. The contract included noise abatement wall construction and structural repairs to multiple structures along I-294.

2018 Rehabilitation/Reconstruction Various Streets, Village of Arlington Heights. Assistant Resident Engineer for resurfacing of ~7 miles of roadway. Improvements consisted of HMA removal/resurfacing, PCC curb/gutter and sidewalk construction, ADA/PROWAG ramp construction, catch basin installations/adjustments, and pavement markings. Responsibilities included construction observation, documentation, pay estimate coordination, and stakeholder coordination.

2017 Rehabilitation/Reconstruction Various Streets, Village of Arlington Heights. Assistant Resident Engineer for resurfacing of ~7 miles of roadway. The improvements consisted of HMA removal/resurfacing, PCC curb/gutter and sidewalk construction, ADA/PROWAG ramp construction, catch basin installations/adjustments, and pavement markings. Responsibilities included construction observation, documentation, pay estimate coordination, and stakeholder coordination.

Dauberman Road over Welch Creek, Kane County Division of Transportation. Construction Technician for the reconstruction of the deteriorating single-span bridge deck and superstructure. Demolition of the existing superstructure was monitored closely to avoid damage to the abutments. Extensive erosion and sediment control was utilized to prevent any discharges to Welch Creek during construction. Maria provided daily observation, IDOT/ICORS documentation, preparation of pay estimates and change orders, material inspection, and coordination with stakeholders.

Centralized Traffic Management System, City of Naperville. Served as an on-site Field Technician for the Washington Street Corridor improvements which included conduit and fiber-optic cable installations via typical trench and directional boring methods. In addition, handholes were poured throughout the project and new controllers and cabinets were added. Responsibilities included construction observation, IDOT/ICORS documentation, and extensive traffic control coordination.

Central Signal System, DuPage County Division of Transportation. On-Site Field Technician for the maintenance and connection of 65 signals. The project included fiber-optic cable and conduit along with handholes, controllers, and cabinet installations. Responsibilities included construction observation and IDOT/ICORS documentation.

U.S. Route 14 at Wilke Road, Village of Arlington Heights. Served as the on-site field technician for the intersection improvements which consist of channelization, traffic signal modernization, widening, and resurfacing. All of the proposed improvements were coordinated through IDOT, ICC, and the UPRR. Responsibilities included construction observation and IDOT/ICORS documentation.

REPRESENTATIVE PROJECTS - PHASE II

School District U-46, Athletic Track Improvement Projects, 2019. Design Engineer for preparation of construction documents for the reconstruction of running tracks at South Elgin High School and Larkin High School. The plans consisted of full-depth removal and replacement of the entire track at Larkin and a quarter of the track at South Elgin. The replacements were needed to eliminate safety concerns caused by cracked and settled areas and deteriorated surfaces on the tracks. The Larkin track included additional pavement in the "D-rings" with storm sewers to collect the drainage. Long jump tracks were relocated at each site. Engineering services included full topographic surveys, plan and contract document preparation, engineer's estimates of probable cost, coordination with a soils consultant, submittals to School District U-46 and local agencies, and construction observation.

School District U-46, Tennis Court Reconstruction, 2021. Design Engineer for preparation of construction documents for the reconstruction of tennis courts at South Elgin High School. The plans consisted of full-depth removal and replacement of all 12 tennis courts. The replacements were needed to eliminate safety concerns caused by cracked and settled areas and deteriorated surfaces on the courts. Tennis courts and the surrounding area was regraded to eliminate the problem of standing water. A swale on the north side of the courts, as well as additional storm sewer drainage items were implemented to divert water away from this location. Additional GFCI outlets were installed between courts. Engineering services included full topographic surveys, plan and contract document preparation, engineer's estimates of probable cost, coordination with a soils consultant, submittals to School District U-46 and local agencies, and construction observation.

REPRESENTATIVE PROJECTS (PRIOR TO JOINING HLR)

McHenry & West Allis IDOT Construction Materials Testing Laboratory, Meyer Material Company, City of McHenry. Responsible for equipment and lab set up for an accredited quality control aggregate lab. Ensured all equipment purchased met current IDOT's standards and specifications, and maintained plant diaries, control charts, and gradations.

McHenry, Algonquin, Marengo, & Dyer Lake Sand & Gravel Pit, Meyer Material Company, City of McHenry. Continuously monitored materials to determine if any changes needed to be made to master bands based on production, shipping, and customer needs. Coordinated with IDOT personnel, plant managers, and quality control managers to change master bands based on gradations as well as changes to production procedures.

Concrete-Ready Mix, Meyer Material Company, Various Illinois Locations. Assisted in conducting concrete inspections for service calls and complaints. This also included collecting batch weight data, weather records, and ready mix truck times to help determine the cause of issues. Communication with contractors and homeowners was key in determining a solution.

Traffic Counts on Howard Avenue Between South Mt. Prospect Road and South Wolf Road, City of Des Plaines. Assisted in placing automatic traffic radar recorder and used TRAXPro to determine if a shared bike lane was feasible in that section of roadway. JAMAR traffic counters were also used to collect data at peak traffic hours.

Downtown Parking Study, City of Des Plaines. Reviewed surveillance video to verify parking duration near Metra station to determine turnover rates. Parking counts were conducted within the downtown limits which included a parking garage and three public parking lots.

Exhibit B.
Agreed Upon Pricing Structure

Attach Schedule of Prices

Attachment: Professional Service Contract HLR 2023-rev04132023 (O-2023-59 : 2024-2027 HLR Design and Construction Engineering)

**BUFFALO GROVE
DESIGN AND CONSTRUCTION ENGINEERING
MCARTHUR DRIVE AREA IMPROVEMENTS
DETAILED COST BREAKDOWN**

Task	Description	Employee Classification										Direct Costs	Hours	Fee
		E6	E5	E4	E3	E2	E1	T3	T1	SUR 1	ENV 3			
1. SURVEY AND LAND ACQUISITION SERVICES														
	Control/Level Circuit									80			80	\$ 9,600.00
	Topographic/Route Survey									60			60	\$ 7,200.00
	Manhole Inspection									60			60	\$ 7,200.00
	Scan Processing/Drafting								130	16			146	\$ 14,920.00
2. PHASE I DESIGN ENGINEERING SERVICES														
	Data Collection (GIS, Utility Plans, Construction Plans, Field Visit)			8			8		8				24	\$ 3,160.00
3. DESIGN ENGINEERING SERVICES														
	Prepare Plans													
	Title Sheet			2			2						4	\$ 590.00
	General Notes			4			2						6	\$ 950.00
	Alignment, Ties, and Benchmarks			2			12						14	\$ 1,740.00
	Summary of Quantities			2			2						4	\$ 590.00
	Schedule of Quantities			12			2						14	\$ 2,390.00
	Typical Sections			4			8						12	\$ 1,640.00
	Roadway Plan Sheets			80			120						200	\$ 28,200.00
	Review of Existing Storm Sewer Modeling			12			6						18	\$ 2,850.00
	Drainage and Utility Plan and Profile			40			80						120	\$ 16,400.00
	Soil Erosion and Sediment Control Plan			16			32						48	\$ 6,560.00
	ADA Sidewalk Grading Plan			40			40						80	\$ 11,800.00
	Special Details			4			8						12	\$ 1,640.00
	Standard Details			4			8						12	\$ 1,640.00
	Prepare Bid Documents			72			32						104	\$ 16,640.00
	Prepare Estimate of Cost			20			12						32	\$ 4,980.00
	Prepare Estimate of Time			1			2						3	\$ 410.00
	Utility Coordination			16			48						64	\$ 8,400.00
	Bidding Assistance			4			4						8	\$ 1,180.00
	Update Plans and Contract Documents for future Construction			16			40		40				96	\$ 11,480.00
4. PERMITTING														
	Prepare IEPA Watermain Construction Permit			16			4						20	\$ 3,340.00
	Prepare MWRD Sanitary Sewer Construction Permit			16			4						20	\$ 3,340.00
	Prepare County Stormwater Permit			16			8						24	\$ 3,800.00
	Prepare Clean Construction and Demolition Debris (CCDD) Form 662						18				6	\$ 100.00	24	\$ 3,220.00
5. CONSTRUCTION ENGINEERING														
	Pre-Construction Services													
	Pre-Construction Meeting			1			1						2	\$ 310.00
	Kick-Off / Resident Meetings			4			4						8	\$ 1,240.00
	Construction Notification Letters			1			8						9	\$ 1,220.00
	Utility Coordination			24			56						80	\$ 11,600.00
	Project Setup and Quantity Review			8			8						16	\$ 2,480.00
	Construction Services			160			950						1110	\$ 152,300.00
	Verify Construction Layout													
	Construction Observation													
	Erosion and Sediment Control Inspections													
	Traffic Control / Site Cleanliness Monitoring													
	Progress Meetings													
	Stakeholder Coordination													
	QA Material Testing													
	Post-Construction Services													
	As-Built Survey									24			24	\$ 2,880.00
	Punchlist and Final Inspection			4			4						8	\$ 1,240.00
	Final Agreement to Quantities			8			64						72	\$ 9,760.00
	As-Built Drawings			4			24		24				52	\$ 6,240.00
	Permit Closing and Job Box Submittal			4			16						20	\$ 2,800.00
	Resident Project Representatives (RPR) Services													
6. COORDINATION AND CONSULTATION														
	Prepare and Attend Kick-off Meeting	2		2			2						6	\$ 1,030.00
	Prepare and Attend Coordination Meeting	4		4			4						12	\$ 2,060.00
	Prepare Monthly Status Report to Client			8									8	\$ 1,440.00
7. QUALITY ASSURANCE AND PROJECT ADMINISTRATION														
	Quality Assurance and Quality Control			8					6				14	\$ 2,410.00
	Project Administration	40	24										64	\$ 12,640.00
Total		46	32	639	0	1141	502	6	202	240	6	\$ 100.00	2814	\$ 387,510.00

Attachment: Professional Service Contract HLR 2023-rev04132023 (O-2023-59 : 2024-2027 HLR Design and Construction Engineering)

**BUFFALO GROVE
DESIGN AND CONSTRUCTION ENGINEERING
WEIDNER ROAD IMPROVEMENTS
DETAILED COST BREAKDOWN**

		Employee Classification												
Task	Description	E6	E5	E4	E3	E2	E1	T3	T1	SUR 1	ENV 3	Direct Costs	Hours	Fee
1. SURVEY AND LAND ACQUISITION SERVICES														
	Control/Level Circuit									40			40	\$ 4,800
	Topographic/Route Survey									30			30	\$ 3,600
	Manhole Inspection									60			60	\$ 7,200
	Scan Processing/Drafting								65	8			73	\$ 7,460
2. PHASE I DESIGN ENGINEERING SERVICES														
	Data Collection (GIS, Utility Plans, Construction Plans, Field Visit)			6			6		8				20	\$ 2,570
3. DESIGN ENGINEERING SERVICES														
	Prepare Plans													
	Title Sheet			2			2						4	\$ 590
	General Notes			4			2						6	\$ 950
	Alignment, Ties, and Benchmarks			2			12						14	\$ 1,740
	Summary of Quantities			2			2						4	\$ 590
	Schedule of Quantities			12			2						14	\$ 2,390
	Typical Sections			4			8						12	\$ 1,640
	Roadway Plan Sheets			80			120						200	\$ 28,200
	Review of Existing Storm Sewer Modeling			8			4						12	\$ 1,900
	Drainage and Utility Plan and Profile			32			48						80	\$ 11,280
	Soil Erosion and Sediment Control Plan			4			8						12	\$ 1,640
	ADA Sidewalk Grading Plan			80			40						120	\$ 19,000
	Special Details			4			8						12	\$ 1,640
	Standard Details			4			8						12	\$ 1,640
	Prepare Bid Documents			64			24						88	\$ 14,280
	Prepare Estimate of Cost			16			8						24	\$ 3,800
	Prepare Estimate of Time			1			2						3	\$ 410
	Utility Coordination			24			4						28	\$ 4,780
	Bidding Assistance			4			4						8	\$ 1,180
	Update Plans and Contract Documents for future Construction			16			40		40				96	\$ 11,480
4. PERMITTING														
	Prepare IEPA Watermain Construction Permit			16			4						20	\$ 3,340
	Prepare MWRD Sanitary Sewer Construction Permit			16			4						20	\$ 3,340
	Prepare Clean Construction and Demolition Debris (CCDD) Form 662						18				6	\$ 100.00	24	\$ 3,220
5. CONSTRUCTION ENGINEERING														
	Pre-Construction Services													
	Pre-Construction Meeting			1			1						2	\$ 310
	Kick-Off / Resident Meetings			4			4						8	\$ 1,240
	Construction Notification Letters			1			8						9	\$ 1,220
	Utility Coordination			16			48						64	\$ 9,120
	Project Setup and Quantity Review			8			8						16	\$ 2,480
	Construction Services			128			760						888	\$ 121,840
	Verify Construction Layout													
	Construction Observation													
	Erosion and Sediment Control Inspections													
	Traffic Control / Site Cleanliness Monitoring													
	Progress Meetings													
	Stakeholder Coordination													
	QA Material Testing													
	Post-Construction Services													
	As-Built Survey									16			16	\$ 1,920
	Punchlist and Final Inspection			4			4						8	\$ 1,240
	Final Agreement to Quantities			8			56						64	\$ 8,720
	As-Built Drawings			4			16		16				36	\$ 4,400
	Permit Closing and Job Box Submittal			4			16						20	\$ 2,800
	Resident Project Representatives (RPR) Services													
6. COORDINATION AND CONSULTATION														
	Prepare and Attend Kick-off Meeting	2		2		2							6	\$ 1,030
	Prepare and Attend Coordination Meeting	4		4		4							12	\$ 2,060
	Prepare Monthly Status Report to Client			8									8	\$ 1,440
7. QUALITY ASSURANCE AND PROJECT ADMINISTRATION														
	Quality Assurance and Quality Control		8					6					14	\$ 2,410
	Project Administration	32	24										56	\$ 11,000
Total		38	32	593	0	927	378	6	129	154	6	\$ 100.00	2263	\$ 317,890

Attachment: Professional Service Contract HLR 2023-rev04132023 (O-2023-59 : 2024-2027 HLR Design and Construction Engineering)

Exhibit C. Insurance

1. Firm's Insurance

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

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

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

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

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

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

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

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

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

I. Assumption of Liability

The Firm assumes liability for all injury to or death of any person or persons including employees of the Firm, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

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

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

K. Failure to Comply

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

L. Professional Liability

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



Ordinance No. O-2023-60 : Ordinance Approving Zoning Map Amendment, Special Use, Plat of Subdivision, & Preliminary Plan for 12-Unit Townhome Development at 400 LaSalle

Recommendation of Action

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

THG Holdings is proposing Park Place Townhomes, a 12-unit townhome development at 400 LaSalle. The project requires a Zoning Map Amendment from R-1 District zoning to R-7 District Zoning, a Plat of Subdivision, a Special Use for Residential Planned Unit Development and a Preliminary Plan.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit C. Plan Set (PDF)
- Exhibit D. Draft PZC Minutes April 4, 2023 (PDF)
- Public Comment (PDF)

Trustee Liaison

Johnson

Staff Contact

Andrew Binder, Community Development

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 17, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Community Development Director
Kelly Purvis, Deputy Community Development Director

SUBJECT: 400 Lasalle Lane – The petitioner is seeking approval of a Zoning Map Amendment from R-1 District zoning to R-7 District Zoning, a Final Plat of Subdivision with the dedication of Lasalle Lane, a Special Use for Residential Planned Unit Development and a Preliminary Plan to allow the construction of a 12-unit townhome development on the subject property to be called Park Place Townhomes.

BACKGROUND

THG Holdings, LLC, is the contract purchaser of a portion of the property located at 400 Lasalle Lane. As shown in Figure 1, the proposed development site (outlined in blue) is a small portion of the 400 Lasalle Lane property (outlined in red). The development site is approximately 1.1-acres and is currently vacant, Village-owned property. The site was formerly used for staging and storage for Public Works operations. With Public Works moving to a larger facility, the Village has determined the property is no longer needed.

PROPOSED PLAN

The developer is proposing to construct three 2-story townhome buildings with 4-units in each building (12 units total) on the site. Each unit will be approximately 1,950 square feet in area and will feature 3 bedrooms, 2 ½ bathrooms, a 2-car garage, and an unfinished basement. The homes are expected to sell for \$549,000 - \$599,000 per unit. The developer estimates it will take 18 months to complete the project. The new development will be called Park Place.

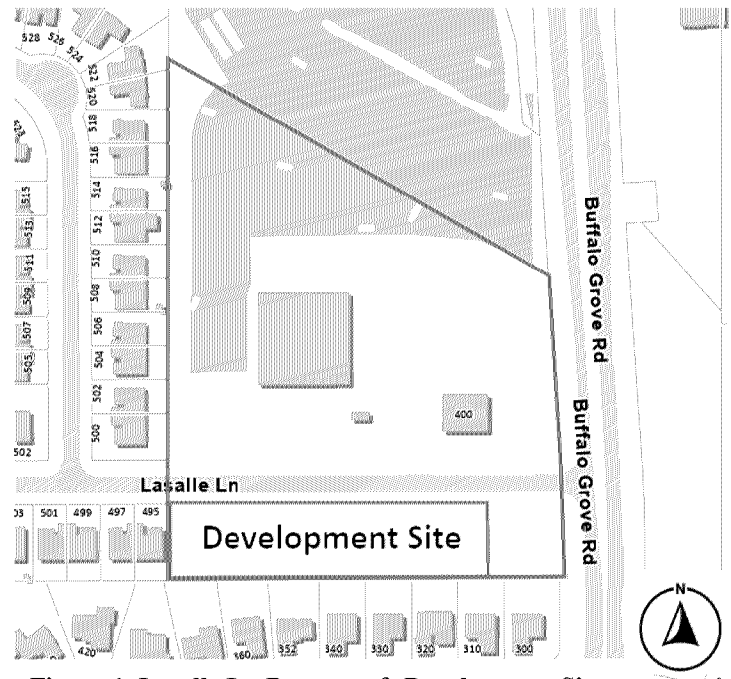


Figure 1. Lasalle Ln Property & Development Site

The project will require the following approvals: a Zoning Map Amendment to rezone the property for attached single-family dwellings in the R-7 District, a Final Plat of Subdivision (which includes the dedication of the Lasalle Lane right-of-way), a Special Use for a Residential Planned Unit Development, and a Preliminary Plan.

PLANNING & ZONING ANALYSIS

Use & Bulk Requirements:

- The 2009 Comprehensive Plan indicates that this site should be public/semi-public property. As previously indicated, the Village has determined that the property is no longer needed to serve a public purpose.
- Given the surrounding uses (R-7 attached single family to the west, R-5 single family to the south) and the size of the site (1.1-acre), staff believes it is appropriate for a small infill townhome development.
- The R-7 Zoning designation would be most appropriate for the site, as the property abuts R-7 zoning to the west (creating greater than a 2-acre zoning district, as required by Code).
- The proposed development is compliant with all setback, bulk, and lot requirements for the R-7 Dwelling District and the Residential Planned Unit Development regulations.
- The project's density of 10.8 dwelling units per acre complies with Village Code requirements.

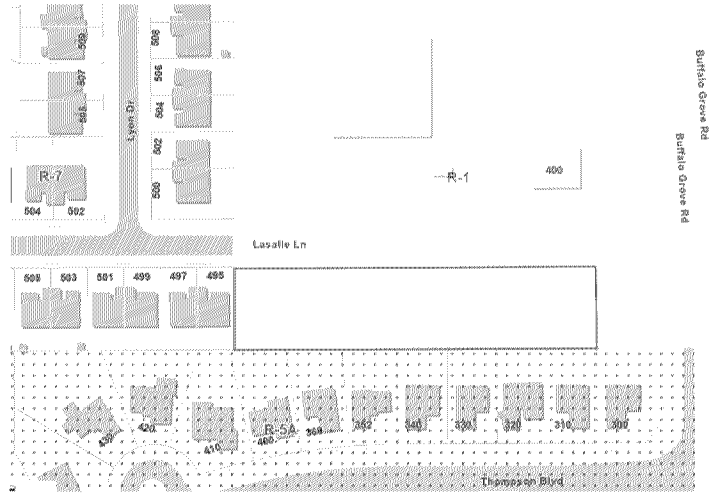


Figure 2. Zoning Map

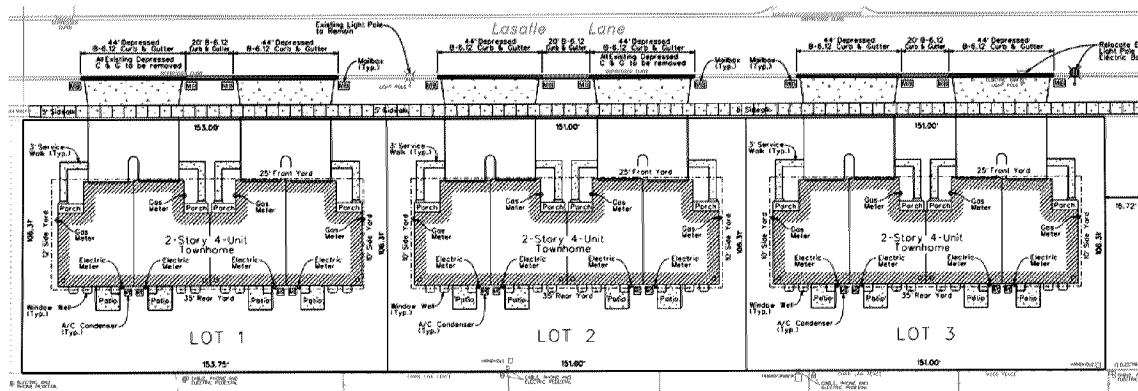


Figure 3. Site Plan

Subdivision:

- The development site is currently part of a larger Village-owned property.
- The property north of Lasalle Lane will remain Village-owned, as will the outlot to the east of the development site. Lasalle Lane will become a dedicated right-of-way.
- The remaining development site will be subdivided into three lots, one for each proposed building.

Parking:

- The Zoning Code requires a minimum of two parking space per unit be provided for attached single-family dwellings. The project exceeds this requirement with two enclosed parking spaces and two driveway spaces provided for each unit.



Figure 4. Color Rendering

Building Elevations/Site Design:

- The proposed materials include high quality fiber cement siding and trim with a stone veneer wainscot and limestone accents.
- The landscaping plan features a mix of shade and ornamental trees, shrubs and groundcover. The Village Forester has reviewed and approved the landscaping plan as presented.

Stormwater & Engineering:

- No additional stormwater detention is required for this project, as the detention basin east of the site has been sized to accommodate development on this site.
- Water and sanitary sewer are both available for connection in the adjacent right-of-way.

PUBLIC HEARING COMMENTS

There were no members of the public present at the meeting that provided feedback on the project. However, three written comments were received in advance of the hearing and shared with the Commission. The overall concerns included development of the site, the addition of townhomes to the Village, and sale of Village-owned property. The public comments are attached for the Board's review.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of a Zoning Map Amendment (rezoning to R-7 Dwelling District), the Subdivision Plat, a Special Use for Residential Planned Unit Development, and the Preliminary Plan to allow the construction of the 12-unit townhome development at 400 Lasalle Lane, subject to the following conditions:

1. The proposed development shall be developed in substantial conformance with the plans attached as part of the petition.
2. The Final Engineering plans shall be submitted in a manner acceptable to the Village Engineer.
3. The Final Plat of Subdivision shall be submitted in a manner acceptable to the Village Engineer and Village Attorney.

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting a Zoning Map Amendment (rezoning to R-7 Dwelling District), a Final Plat of Subdivision with the dedication of Lasalle Lane, a Special Use for Residential Planned Unit Development, and the Preliminary Plan all to accommodate the construction of a new 12-unit townhome development at 400 Lasalle Lane, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2023 - ____

**AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE
OF THE VILLAGE OF BUFFALO GROVE, AND APPROVING
A FINAL PLAT OF SUBDIVISION, A SPECIAL USE FOR
A RESIDENTIAL PLANNED UNIT DEVELOPMENT AND A PRELIMINARY PLAN
FOR 400 LASALLE LANE
VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS**

**Park Place Townhomes
400 LaSalle Lane**

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

WHEREAS, 400 LaSalle Lane, Buffalo Grove, IL ("Property") is Village-owned property approximately 6.84-acres in area, located in the R-1 Single Family Zoning District, improved with a pump house, Village utility facilities, and a portion of the LaSalle Lane roadway, and is hereinafter depicted on Exhibit A; and,

WHEREAS, Derick Goodman, on behalf of THG Holdings, LLC, ("Petitioner") has a contract to purchase a 1.1-acre portion of the Property and has filed a petition for the construction of 12 townhomes on a 1.1-acre portion of the Property ("Townhome Portion") and is hereinafter legally described in Exhibit B and identified as lots 1, 2, and 3 on the Plat of Subdivision, and is requesting the following approvals:

1. A Zoning Map Amendment to rezone the Townhome Portion to R-7 Dwelling District ("Zoning Map Amendment"); and,
2. A Final Plat of Subdivision of the Property ("Plat of Subdivision"), which includes the dedication of the LaSalle Lane right-of-way to the Village; and,
3. A Special Use for a Residential Planned Unit Development for the Townhome Portion ("Special Use for a Residential Planned Unit Development"); and,
4. The Preliminary Plan for the Townhome Portion ("Preliminary Plan").

WHEREAS, notice of public hearing was given and the Village Planning & Zoning Commission conducted a public hearing on April 4, 2023 concerning the petition for approval of the Zoning Map Amendment, Plat of Subdivision, Special Use for a Residential Planned Unit Development, and the Preliminary Plan; and,

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

WHEREAS, the Planning & Zoning Commission voted 5 - 0 to unanimously recommend approval

of the Zoning Map Amendment, Plat of Subdivision, Special Use for a Residential Planned Unit Development, and the Preliminary Plan; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed Zoning Map Amendment, Final Plat of Subdivision including the dedication of LaSalle Lane, Special Use for a Residential Planned Unit Development, and the Preliminary Plan requests are reasonable and will serve the best interests of the Village.

WHEREAS, the proposed development shall be constructed in accordance with and pursuant to the following exhibits:

- EXHIBIT A Map of Property
- EXHIBIT B Legal Description of the Townhome Portion
- EXHIBIT C Plan Set
- EXHIBIT D Minutes from the April 4, 2023, Planning & Zoning Commission Meeting

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

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

Section 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the Zoning Map Amendment, Final Plat of Subdivision including the dedication of LaSalle Lane, Special Use for a Residential Planned Unit Development, and the Preliminary Plan for the Townhome Portion of the Property legally described on Exhibit B and depicted in the Plan Set identified on Exhibit C, subject to the following conditions:

- A. The proposed project shall be developed in substantial conformance with the plans attached as part of the petition.
- B. The Final Engineering plans shall be submitted in a manner acceptable to the Village Engineer.
- C. The Final Plat of Subdivision shall be submitted in a manner acceptable to the Village Engineer and Village Attorney.

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

This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

Village Clerk

APPROVED:

Beverly Sussman, Village President

EXHIBIT A

Map of Property
Park Place Townhomes
400 LaSalle Lane

PIN: 15-29-200-012

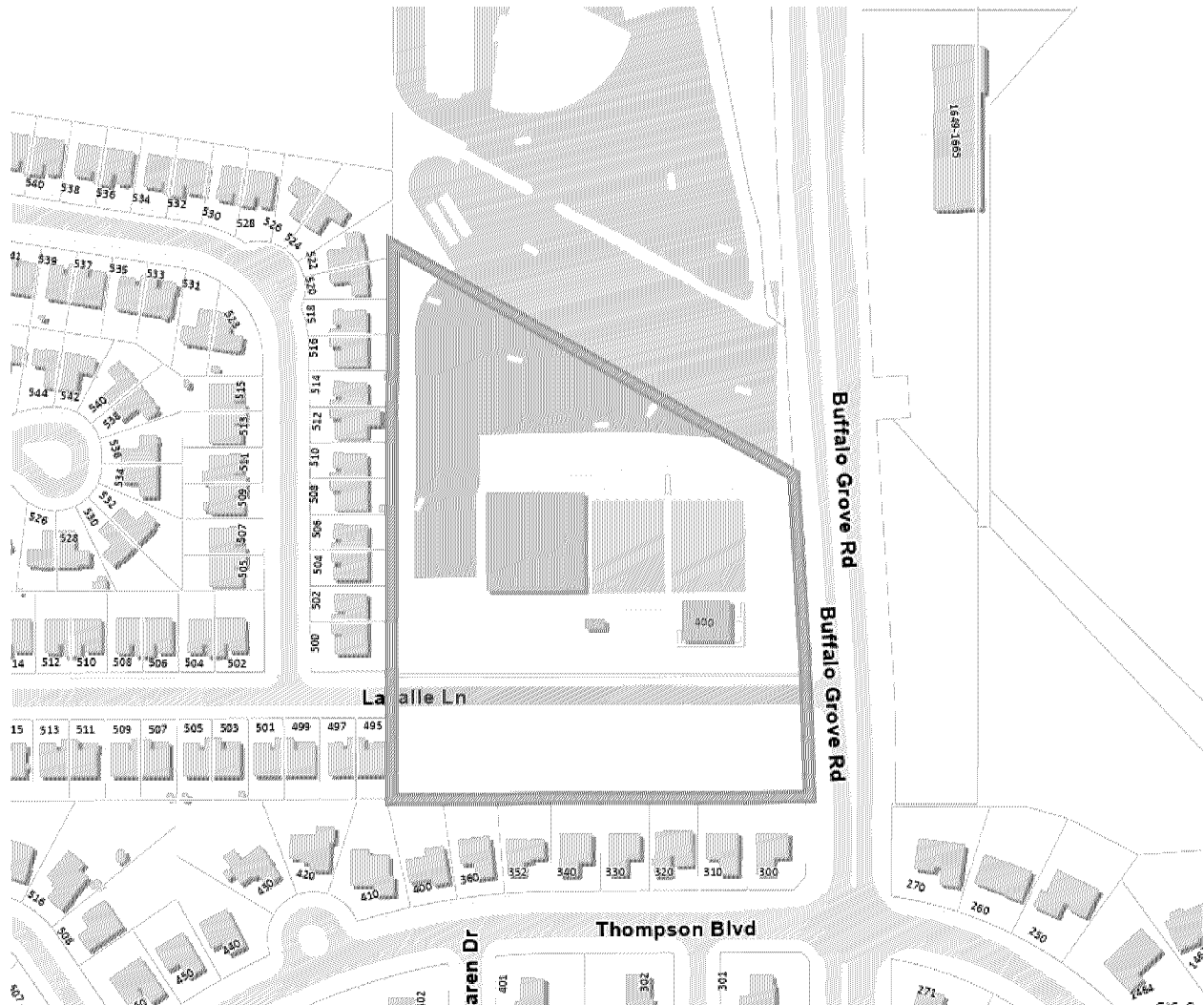


EXHIBIT B**Legal Description of the Townhome Portion**

**Park Place Townhomes
400 LaSalle Lane**

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN THE VILLAS OF BUFFALO GROVE UNIT TWO; THENCE NORTH 00 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 106.31 FEET (MEASURE), 105.0 FEET (RECORD) TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 48 MINUTES 15 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 455.0 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 106.31 FEET TO A POINT OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 89 DEGREES 48 MINUTES 15 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 455.75 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

6

EXHIBIT C

Plan Set

**Park Place Townhomes
400 LaSalle Lane**

EXHIBIT D

Minutes from the April 4, 2023, Planning & Zoning Commission Meeting
Park Place Townhomes
400 LaSalle Lane



400 LaSalle Lane
Residential Development Proposal



HURON GROUP
HOMES CONSTRUCTION DESIGN

Project Overview

- **Developer & Contract Purchaser:** THG Holdings LLC-Series G (The Huron Group).
- **Parcel:** 400 LaSalle Lane, a ~48,000 square foot site at the southwest corner of LaSalle Lane and Buffalo Grove Road.
- **Plans:** Three 4-unit town home buildings, for a total of 12-units.
- **Requirements:** Zoning map amendment from R-1 single family to R-7 multi-family, and zoning variation for lot size.
- **Fit:** Multi-family duplexes to the west and two-story single family to the south.
- **Improvements:** Minor utility extensions and adjustments to street lighting.
- **Completed Homes:** Approximately 2,000 square feet with a sale price of \$549,000-\$599,000.



Project Narrative

The Huron Group (THG) plans to acquire the vacant 1.1 acre land parcel at the southwest corner of LaSalle Lane and Buffalo Grove Road currently owned by the Village of Buffalo Grove. THG is requesting a re-zoning of the parcel from R-1 One Family Dwelling to R-7, enabling the construction of three (3) four (4) unit townhome buildings. THG believes that townhomes are a more cohesive fit relative to the adjacent property to the west (R-7 multi family duplexes) and can be effectively marketed and sold in a timely manner.

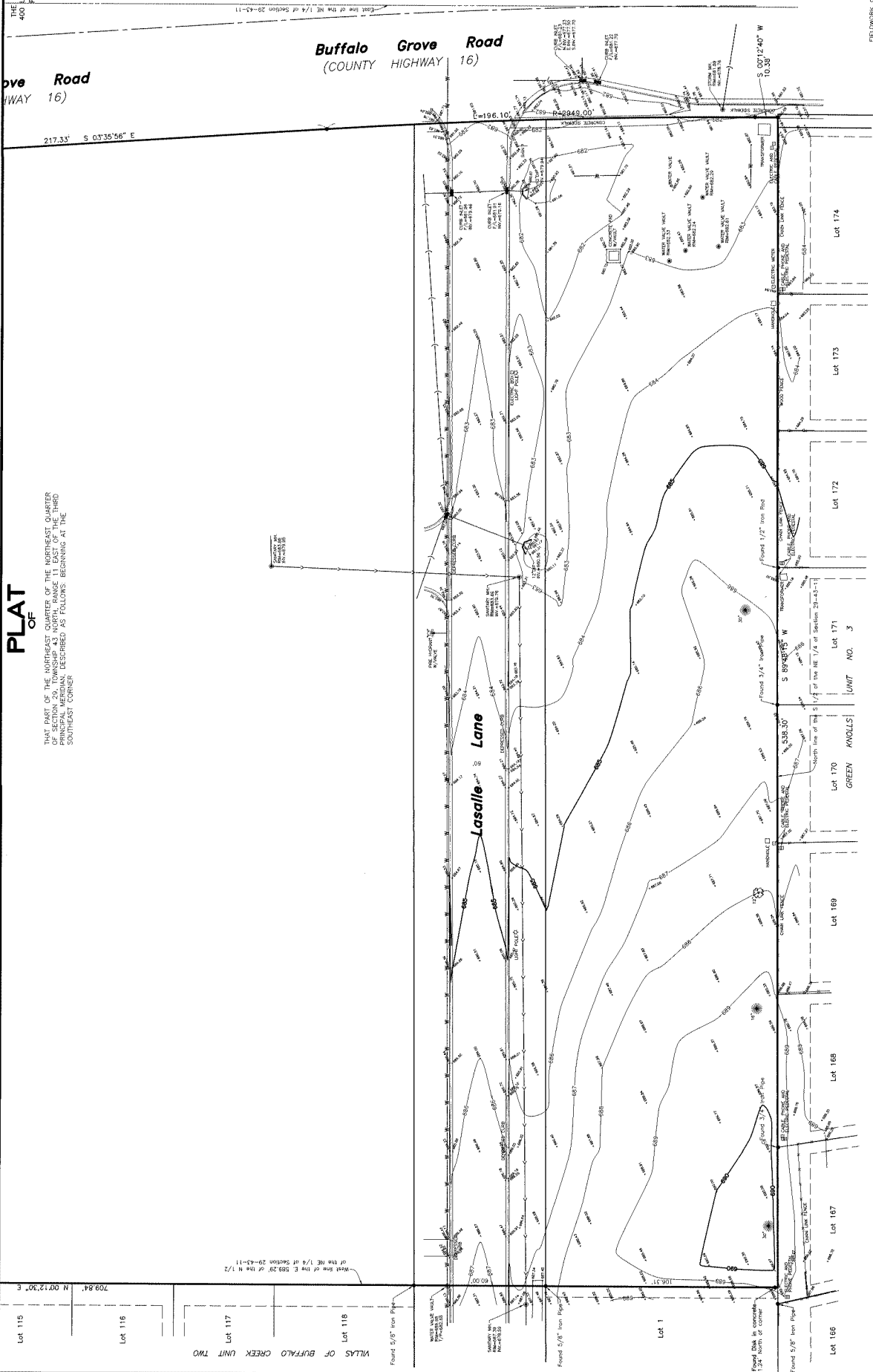
Each townhome would be 1,944 square feet above grade with a full unfinished basement and feature 3 bedrooms, 2.5 bathrooms, 2nd floor full laundry, a two-car garage, and an elevation featuring fiber cement siding with a brick or stone wainscot. The completed townhomes would be marketed at a sale price of \$500,000-\$550,000. Upon board approval and an executed development agreement, THG would apply for the initial building permit application. Subsequent building applications would be submitted for the the second and third buildings each quarter thereafter. While sales dictate the completion, we expect the project to be completed within 18 months.

Our previous experience working alongside board, staff, engineering, and building department on our current ongoing Avalon Crossing project has enabled us to build a strong working relationship and believe this would be a mutually beneficial project for both the Village as well as THG.

PLAT OF

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS BEGINNING AT THE SOUTHEAST CORNER

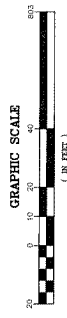
THE PREMISES COMMONLY KNOWN AS:
400 LASALLE LANE, BUFFALO GROVE, IL
PARCEL AREA = ***** S.F.
PIN: 10-29-200-012



FIELDWORK COMPLETED
CLIENT NAME: THE JACOBI GROUP
ADDRESS: 727 N. LAKE COOK ROAD, SUITE 100N
NORTON, ILL. 60064
PHONE: 815-221-0914
FAX: 815-221-0980

NOTES:
THIS PLAT IS VOID IF THE IMPRESSED SURVEYOR'S SEAL DOES NOT APPEAR.
ONLY THOSE BUILDING LINES OR EASEMENTS SHOWN ON A RECORDED
SURVEY MAP OR PLAT WHICH ARE SHOWN HEREON ARE TO BE SHOWN
HEREON; CHECK LOCAL ORDINANCES BEFORE BUILDING.
COMPARE YOUR DESCRIPTION AND SITE MARKINGS WITH THIS PLAT AT
ONCE REPORT ANY DISCREPANCIES WHICH YOU MAY FIND.

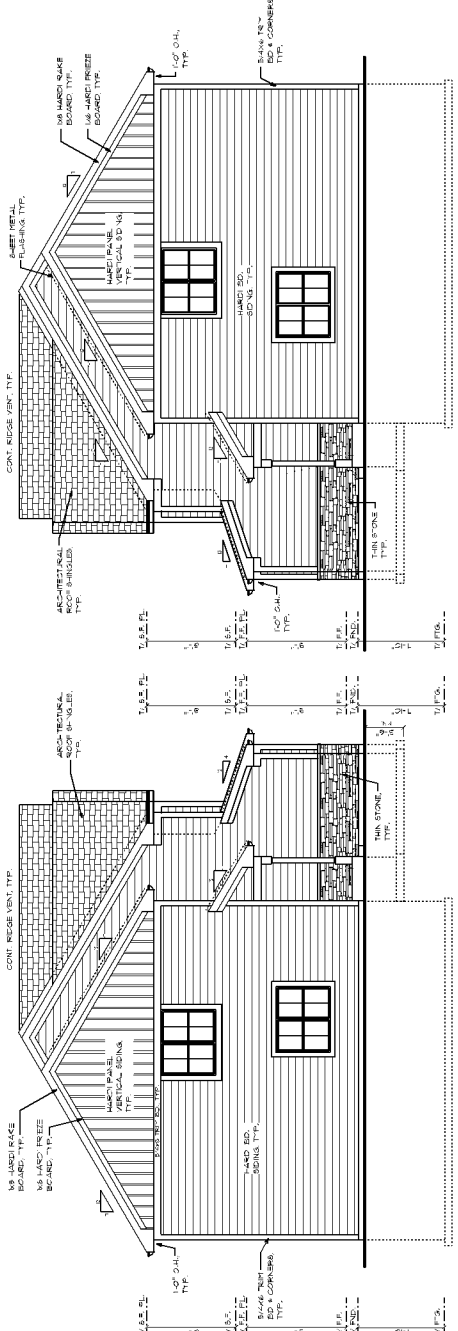
RE: ALLEN AND ASSOCIATES, LTD.
1015 N. CORPORATE CIRCLE, SUITE C
NORTON, ILL. 60064
PHONE: 815-221-0914
FAX: 815-221-0980



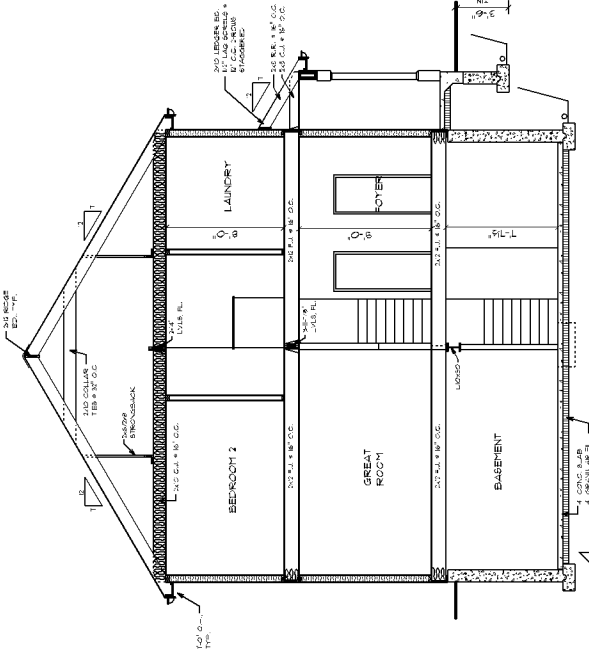


ELEVATION

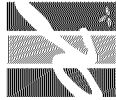




RIGHT SIDE ELEVATION
SCALE: 3/16" = 1'-0"



BUILDING SECTION
SCALE: 1/4"=1'-0"



dickson design
STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
224.241.8181

CLIENT NAME AND ADDRESS
THE HURON GROUP, INC.
747 LAKE COOK ROAD, SUITE 100W

MARCH 1 2023

REVIEWS	
1.	3/16/23 PER VILLAGE COMMENTS (ADD EXISTING TREE NOTE)
2.	4/10/23 PER VILLAGE COMMENTS (ADD SIDE FOUNDATION PLANTINGS)
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

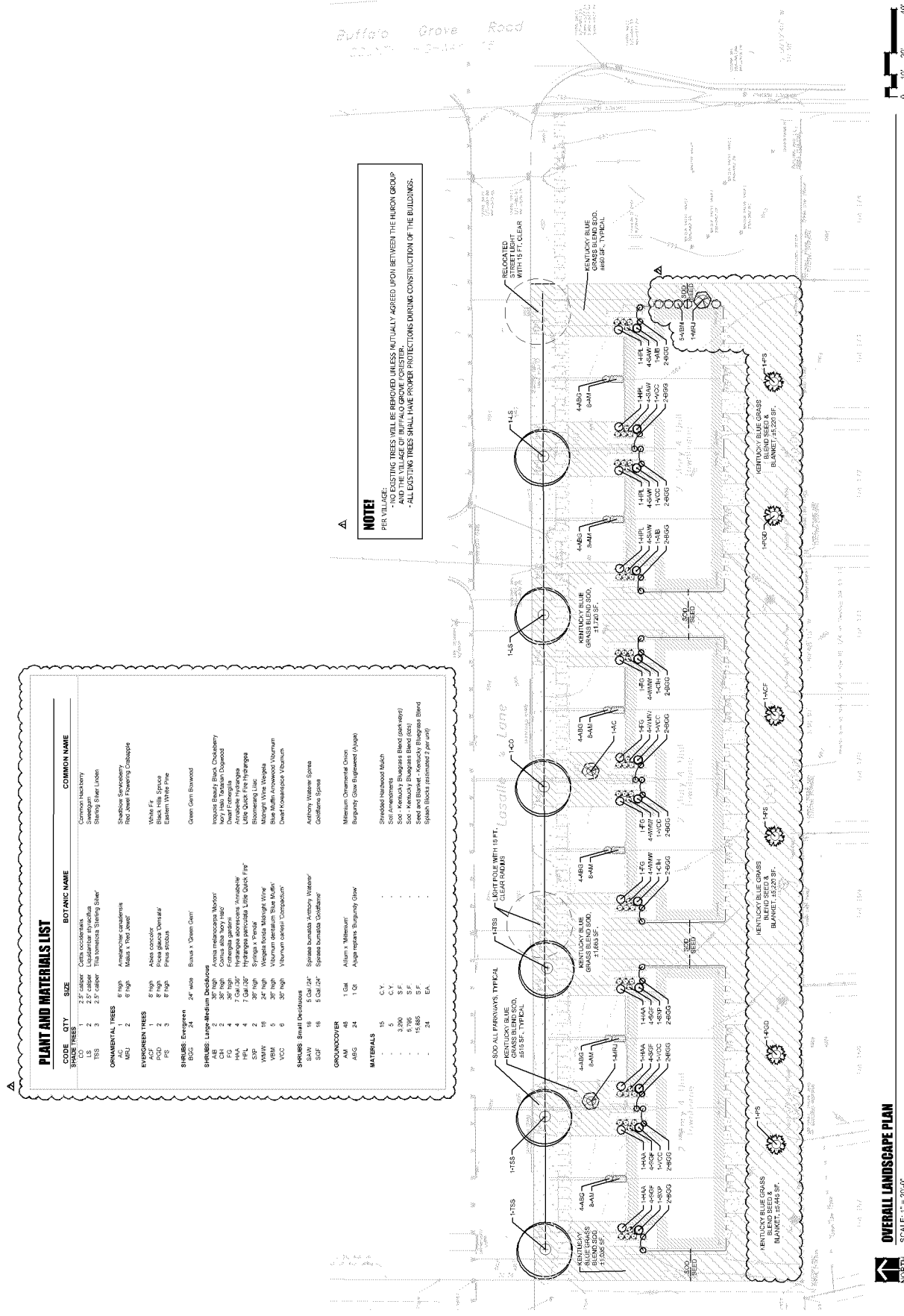
LaSALLE LANE TOWNHOMES
400 LaSalle Lane, Buffalo Grove, IL

LANDSCAPE PLAN

SHEET NUMBER

L1.0

Book No. 847



EXISTING CONDITIONS

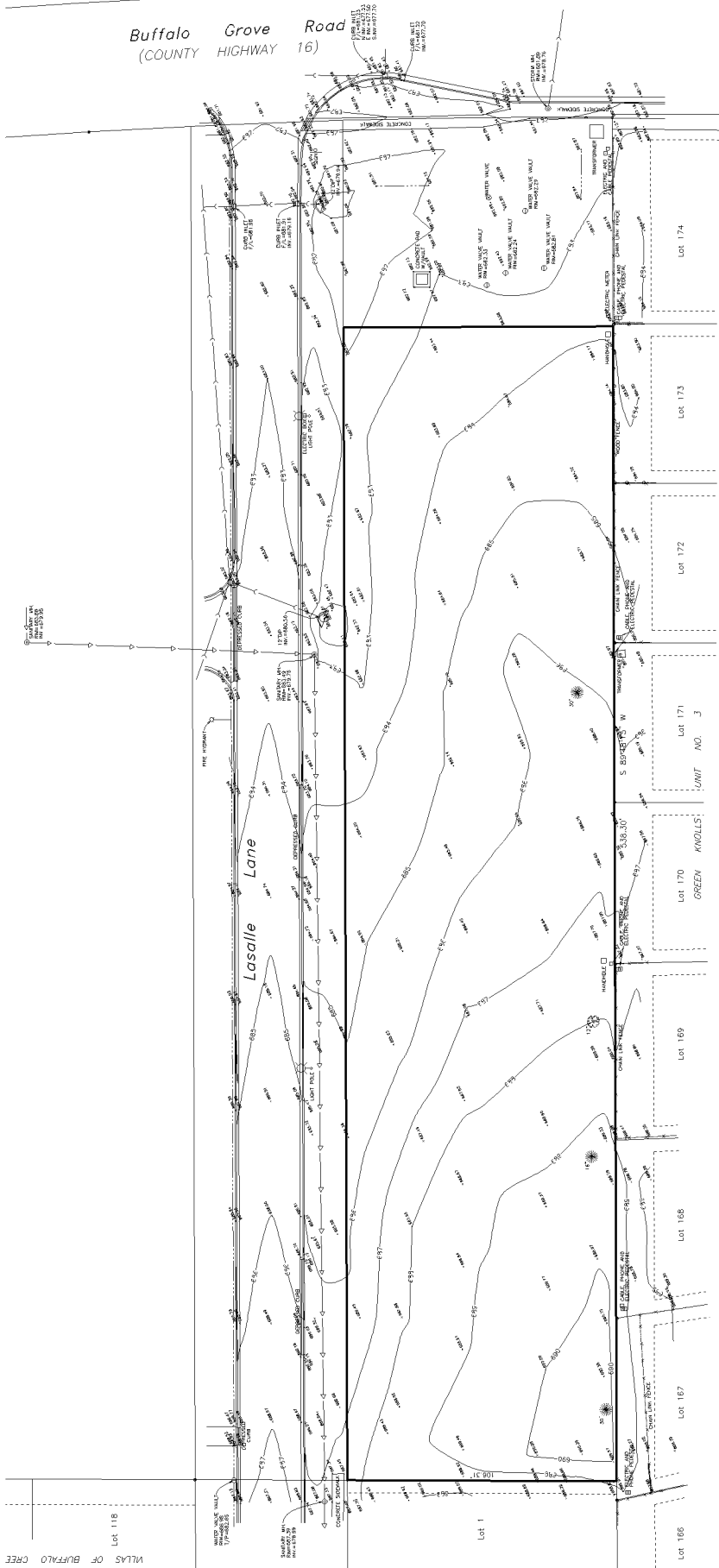
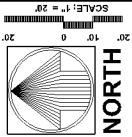
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DESIGNED BY: D.S.H.
DRAWN BY: A.Z.
CHECKED BY: A.K.Z.
ORIGINAL ISSUE: 03/02/23

LE LANE TOWNHOMES
BUFFALO GROVE, ILLINOIS

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS

1850 W. WINTHROPEN ROAD - SUITE 202
LIBERTYVILLE, IL 60048
PHONE: (630) 547-6797
FAX: (630) 547-0507
E-MAIL ADDRESS: pjb@pearsonbrown.com
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GRADING PLAN

4

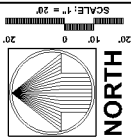
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SIGNED BY: D.S.H.
 TOWN BY: A.Z.
 CHECKED BY: A.K.Z.
 ORIGINAL ISSUE: 05/02/23

E LANE TOWNHOMES
BUFFALO GROVE, ILLINOIS

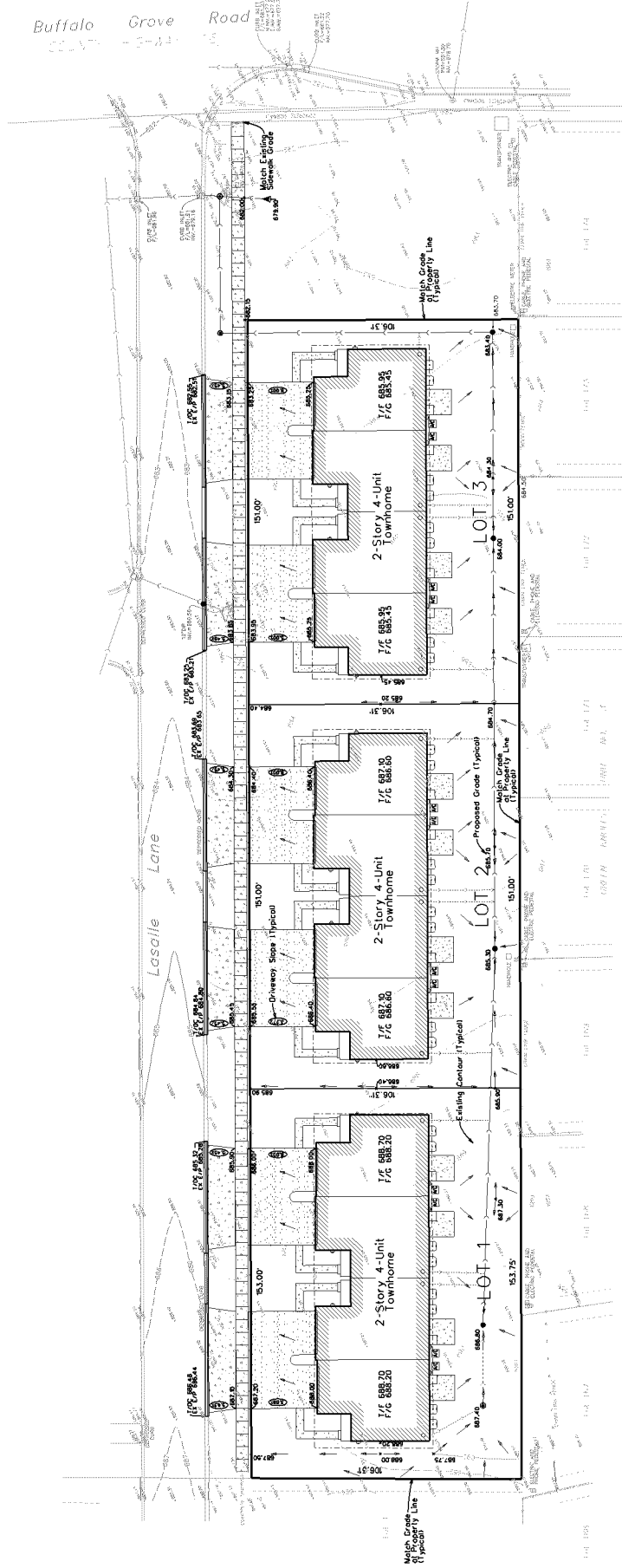
PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS

1850 W. WYOMING TERR. ROAD - SUITE 205
LIBERTYVILLE, IL 60068
PHONE: (647) 367-0707
FAX: (647) 367-2567
E-MAIL ADDRESS: pbb@pearsonbrown.com
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PROJECT NOTES:

- Topography provided by R.E. Allen & Assoc., Inc. Site plan shall be located by this contractor and inspected by the Village Engineer. Contractor shall note location and elevation of all wet and dry ditches prior to the start of construction. The contractor shall notify the design engineer immediately of any discrepancies that are found. Permanent restoration shall match existing by type and thickness. All disturbed areas shall be restored with minimum 4 inches of topsoil, seed and NAG 5/5 blanket, or improved equal. All excavated material not used for the grading/respread shall be

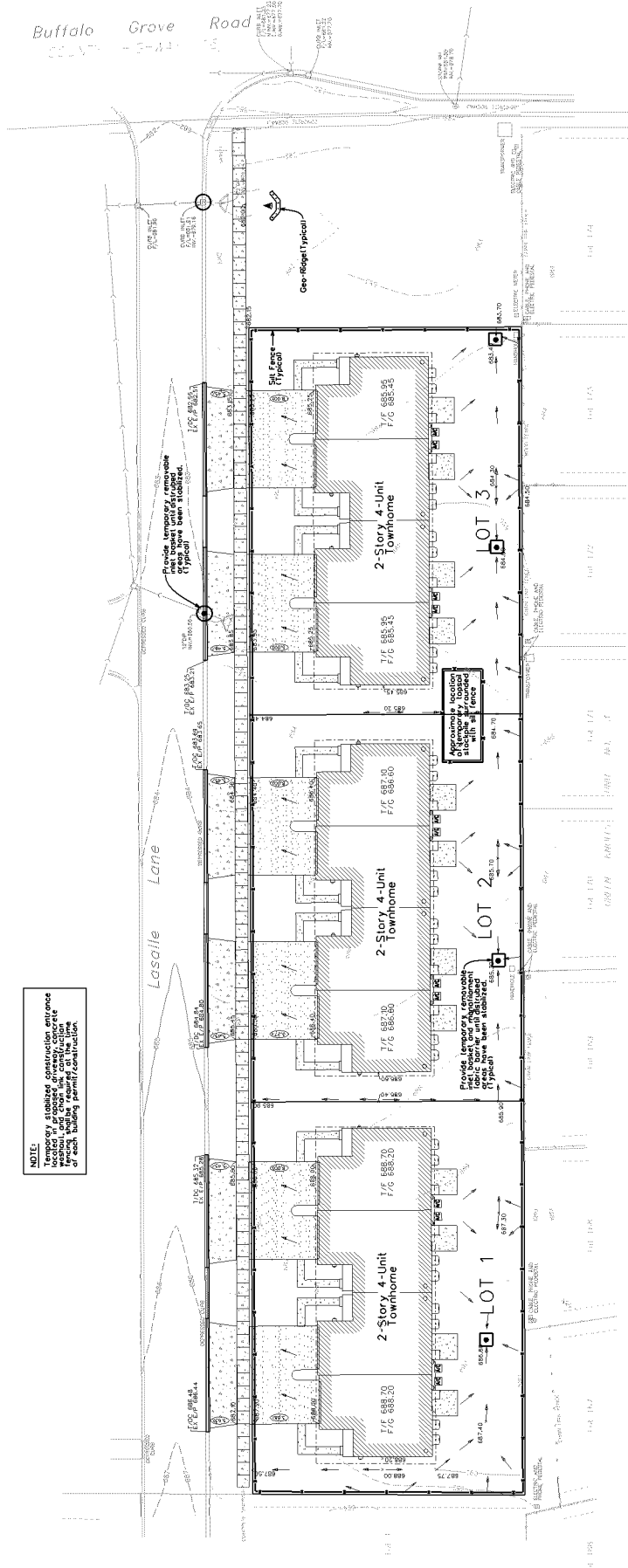
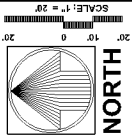


EROSION CONTROL PLAN

5

[illegible][illegible]

PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1825 W. WINCHESTER ROAD - SUITE 202
LIBERTYVILLE, IL 60466
PHONE: (618) 397-5870
FAX: (618) 397-5887
E-MAIL ADDRESS: pba@pearsonbrown.com
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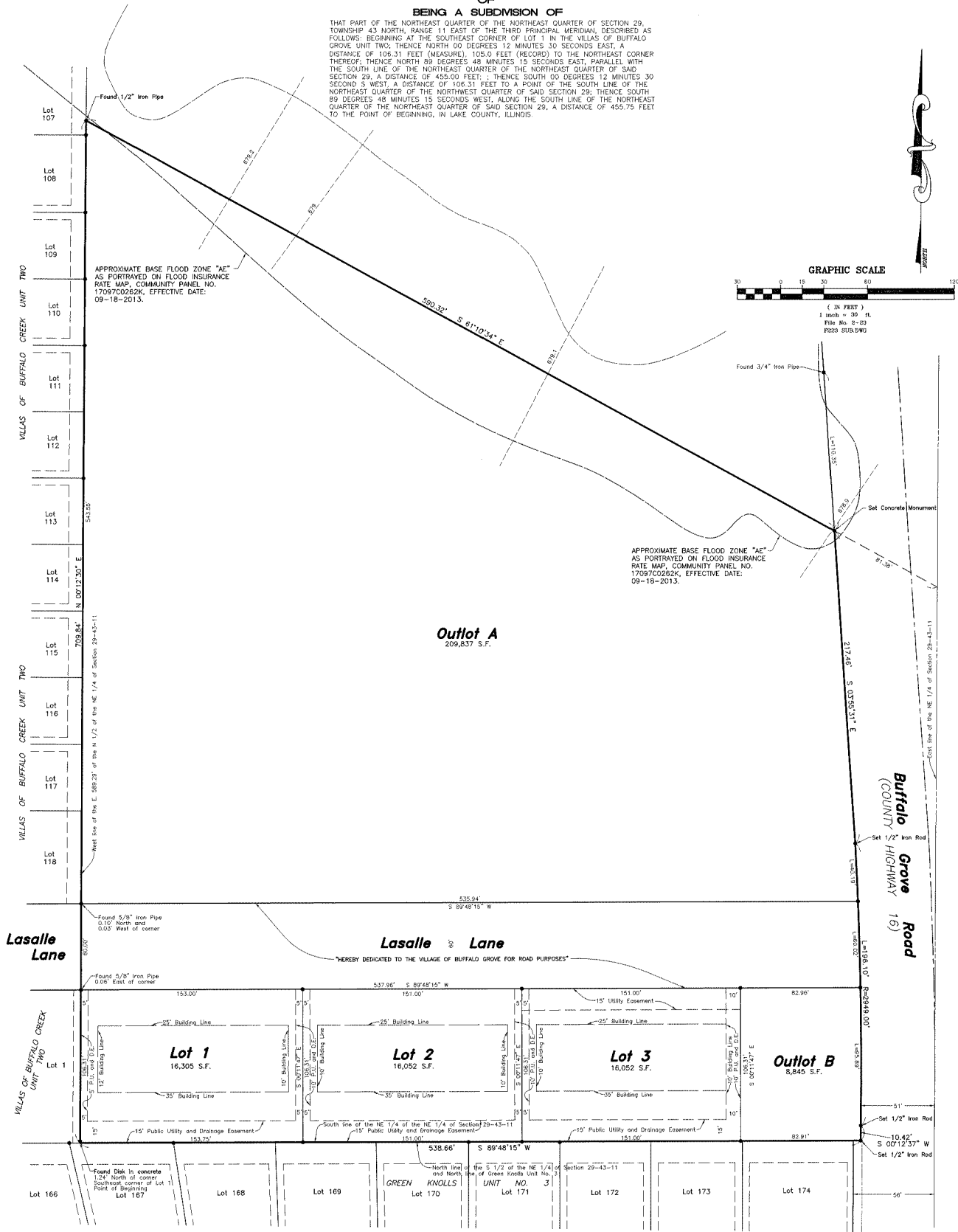
NOTE: Temporary stabilized construction entrance located in proposed driveway, concrete washout, and chain link construction fencing shall be required at the time of each building permit/construction.

LASALLE LANE TOWNHOMES

PRELIMINARY PLAT
OF
BEING A SUBDIVISION OF

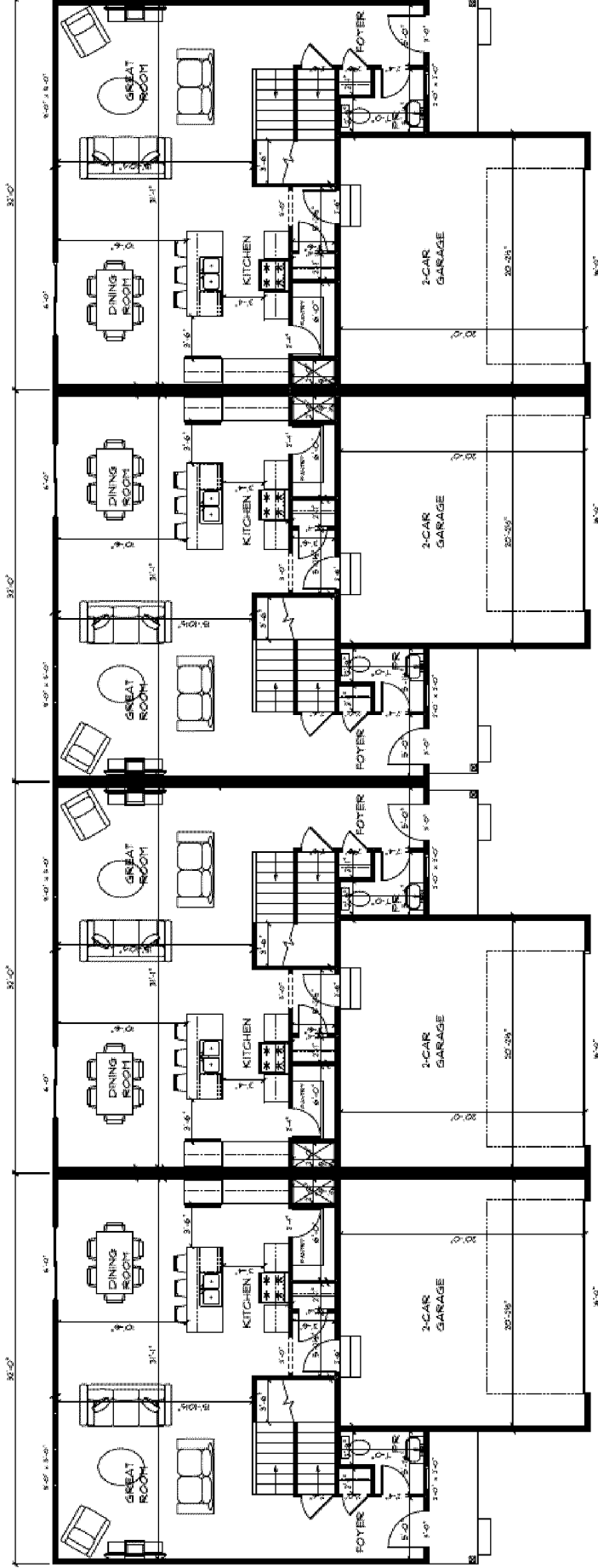
THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN THE VILLAGES OF BUFFALO GROVE UNIT TWO, THENCE NORTH 00 DEGREES 12 MINUTES 30 SECONDS EAST A DISTANCE OF 106.31 FEET (MEASURE), 105.0 FEET (RECORD) TO THE NORTHEAST CORNER THEREOF, THENCE NORTH 89 DEGREES 48 MINUTES 15 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 455.00 FEET, THENCE SOUTH 00 DEGREES 12 MINUTES 30 SECONDS WEST A DISTANCE OF 106.31 FEET TO A POINT OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH 89 DEGREES 48 MINUTES 15 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 455.75 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
400 LASALLE LANE, BUFFALO GROVE, IL
PARCEL AREA = 299,101 S.F.
(6.866 ACRES)
PIN: 15-29-200-012



NOTE:
P.U. and D.E. = Public Utility and Drainage Easement

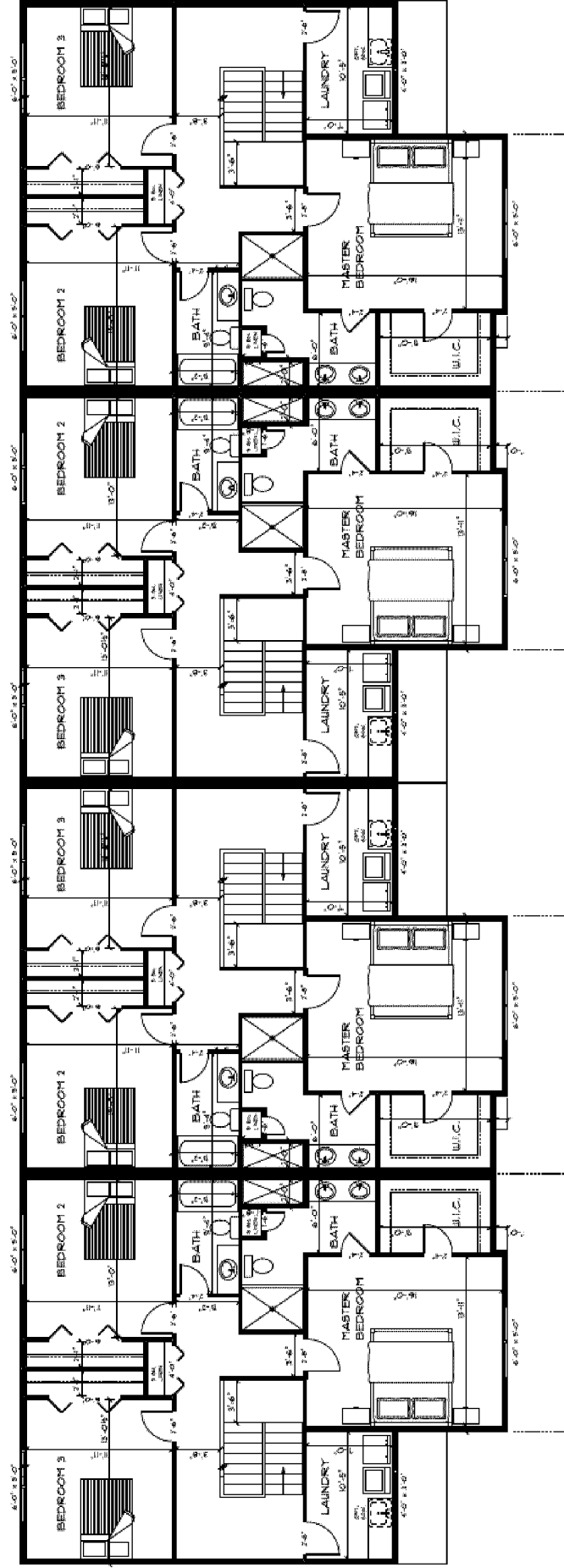
FIELDWORK COMPLETED: 02-07-2023
CLIENT NAME: The Woods Group
ADDRESS: 747 Lake Cook Road, Suite 100W
Deerfield, IL 60015
NOTES:
PLAT IS VOID if the Impressed Surveyors Seal does not appear.
Only those Building Lines or Easements shown on a Recorded
Subdivision Plat or from a Recorded Document are shown
hereon; check local ordinances before building.
Compare your description and site markings with this plat AT
ONCE report any discrepancies which you may find.
R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAND, ILLINOIS 60030
PHONE: 847-223-0914 FAX: 847-223-0980



Square Feet: 836



Square Feet: 1108





HURON GROUP
HOMES CONSTRUCTION DES

Contact:
Steve Goodman
Vice President, Development
M: 847-917-6550
E: sgoodman@thehurongroup.com

400 LaSalle Lane
Residential Development Proposal

04/4/2023

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON TUESDAY, APRIL 4, 2023**

Call to Order

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

Public Hearings/Items For Consideration

1. Consideration of a Petition for Approval of a Zoning Map Amendment from R-1 District Zoning to R-7 District Zoning, a Plat of Subdivision, a Special Use for Residential Planned Unit Development and a Preliminary Plan to Allow the Construction of a 12-Unit Townhome Development on the Property at 400 Lasalle Lane, to be Called Park Place Townhomes. (Trustee Ottenheimer) (Staff Contact: Kelly Purvis)
Purvis, Deputy Community Development Director, provided a background on the petition for the subject property at 400 Lasalle Lane.
Goodman, president of the Huron Group, was sworn in.
Goodman provided a brief background on the subject property for the 12-unit townhome planned development.
Com. Richards asked the petitioner to walk through the landscape plan provided.
Goodman talked through the landscape plan for the attached homes. Goodman said he will be working with staff on additional landscape.
Com. Richards asked if there would be fencing.
Goodman said they are not proposing any fencing at this time.
Com. Moodhe asked staff about outlots.
Purvis provided information about the utilities and maintenance of the property.
Com. Moodhe asked staff about outlot B and asked if it is in the Village's interest to maintain the utilities.
Sianis, Village Civil Engineer II, explained the retention of the outlot B and how the transmission of water occurs between the Village and the Water Commission.
Com. Moodhe asked about water buildup concerns on the subject property.
Sianis said he heard that the site can get swampy. They have asked the petitioner to add storm sewers within the area to mitigate the issue.
Com. Moodhe asked if the culvert will be maintained.
Sianis said yes it will be maintained.
Com. Moodhe asked if the plans are any higher than the buildings to the south.
Goodman said it is a 35-foot limit.
Purvis said the proposed height of the structures is permitted, and the proposed townhomes will be two-stories, similar to the single-family homes to the south.
Com. Moodhe asked if the developer will be using the same materials to construct the townhomes to create a similar look of the neighborhood.

04/4/2023

Goodman said they generally use siding. The general look and feel will match the neighborhood surroundings.

Com. Moodhe asked if the petitioner took into consideration the fact that neighbors will now have to look at townhomes in an area that has been open for a long time.

Goodman said they are looking to help improve the parcel and the value of other surrounding properties.

Com. Moodhe asked if there are any variations.

Purvis said it is completely compliant with the R-7 District and Residential PUD requirements.

Com. Moodhe asked if there would be variations if it was not rezoned.

Purvis explained the zoning requirements for R-7 vs R-1.

Com. Spunt asked the petitioner if construction would create disturbance to the road.

Goodman said it will not create too much disturbance to the current road. The company does a good job to keep the streets clean.

Com. Spunt asked what their construction hours will be.

Goodman said their construction hours will comply with the village construction hours ordinance.

Com. Davis asked about the spacing of the project.

Purvis said there is a 30-foot rear yard setback from the property line to the building.

Com. Moodhe asked for further clarification of the setback.

Purvis said it is compliant with the R7 zoning district. R-1 zoning would require a 40-foot setback. Com. Moodhe asked if they could go over the time frame of the project.

Goodman provided a timeline for the build.

Com. Moodhe asked what they were going to use for a sale center.

Goodman said there would be no onsite sales center.

Com. Weinstein referenced packet page 29.

Com. Weinstein asked the petitioner if they wanted to add to the existing testimony related to the standards for the Planned Unit Development.

Goodman said they have outlined clear answers to the questions for the PUD.

Com. Weinstein entered the Village staff report as exhibit 1 and the two written public emails as exhibit 2.

Goodman thanked the Commission for their time.

The Public hearing closed at 8:01 PM.

Com. Moodhe made a motion to recommend approval of a Zoning Map Amendment (rezoning to R-7 Dwelling District), Subdivision Plat, Special Use for Residential Planned Unit Development, and Preliminary Plan all to accommodate the construction of a new 12-unit townhome development at 400 Lasalle Lane, subject to the following conditions:

04/4/2023

1. *The proposed development shall be developed in substantial conformance with the plans attached as part of the petition.*
2. *The Final Engineering plans shall be submitted in a manner acceptable to the Village Engineer.*
3. *The Final Plat of Subdivision shall be submitted in a manner acceptable to the Village Engineer and Village Attorney.*

Com. Richards seconded the motion.

Com. Moodhe spoke in favor of the motion. Com.

Weinstein spoke in favor of the motion.

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

2. Consider a Petition to the Village of Buffalo Grove for an Amendment to Special Use Ordinance No. 1989-83 and Preliminary Plan Approval to Allow the Construction of a Cricket Pitch Within the Existing Park at 3050 N Main Street. (Trustee Ottenheimer) (Staff Contact: Andrew Binder)
Binder, Associate Planner, provided a background on the subject property at 3050 N. Main Street.
Petitioners were sworn in.
Altenberg, Supervisor of Vernon Township, provided additional background information on the subject property and the proposed Cricket Pitch.
Com. Richards asked the petitioners how the Cricket field will impact the existing baseball field.
Wiess, Strategic Projects Coordinator for Vernon Township, reviewed the setup of the fields.
Com. Moodhe asked staff about the special use and the purpose of the public hearing due to the fact Cricket would be considered recreation.
Brankin, Village Attorney, explained the purpose of the amendment to a SUP due to the current ordinance with the property. A public hearing is required.
Purvis, Deputy Community Development Director, provided additional examples of what has been done in the past.
Com. Weinstein referenced packet page 39.
Com. Weinstein asked if they would like to add or supplement to the provided responses.
Altenberg said they have nothing additional to add to their testimony.
Com. Weinstein entered the Village staff report as exhibit one.
Scott Broman, Resident at 2895 Whispering Oaks Drive, questioned the location of the cricket pitch. They are concerned about the use of land that is not currently being used next to the current baseball fields.
Binder referenced packet page 36.

04/4/2023

Altenberg said they will not have the cricket pitch in the area that is currently not in use.

Resident at 2930 Roslyn Lane asked if there is noise as the result of the construction of the Cricket Pitch and asked when the construction will occur.

Petitioner spoke to the details of the construction.

Jorge Valentine, a Chicago Resident, voiced their concern over the addition of the cricket pitch to the current baseball field. They believe this is a unique field that you cannot find, and they were planning to rent the field for their baseball league.

Wiess spoke to the choice of the placement for the cricket pitch. The petitioner also explained that the only change will be to the baseball mound.

Com. Moodhe asked Gowri Magati to spoke to the demand for the Cricket Pitch.

Magti provided information on the demand that has been voiced for the Cricket Pitch.

The public hearing closed at 8:25 PM.

Com. Moodhe made a motion to recommend approval to the Village Board for the Amendment to Special Use Ordinance No. 1989-83 and Preliminary Plan Approval to allow the construction of a Cricket Pitch within the existing park at 3050 N Main Street, subject to the following conditions:

- 1. The proposed development shall be developed in substantial conformance with the plans attached and in accordance with Section 16.20.070 of the Development Ordinance.*
- 2. The Special Use is granted to Vernon Township for the construction of a Cricket Pitch at 3050 N Main Street, which shall not run with the land.*
- 3. The Special Use granted to the Vernon Township is assignable to subsequent petitioners seeking assignment of this special use as follows:*
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.*
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.*

Com. Richards seconded the motion

Com. Richards spoke in favor

Com. Moodhe spoke in favor

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

- 3. Consider a Petition to the Village of Buffalo Grove for Special Uses to Allow a Childcare Center and a Private Preschool/Elementary School in the R-5: One Family Dwelling District at 1250 Radcliffe Road. (Trustee Johnson) (Staff Contact: Andrew Binder)*

Binder, Associate Planner, provided background on the subject property at 1250 Radcliffe Road for a special use to allow for a childcare center and a private preschool/elementary school.

04/4/2023

Petitioners were sworn in.

Petitioner provided additional detail on the subject property.

Begmatov spoke to the use of the property, detailing the changing demographics in the area.

Com. Moodhe asked the petitioner if there is a need.

Begmatov said they would not limit who can enroll in the school; however, there is a population and demand for enrollment.

Com. Moodhe asked staff if there have been code issues with the current building onsite.

Binder said there have been many code issues both outside and inside the structure due to the long vacancy of the building.

Begmatov spoke to the interior of the building and the cosmetic changes they plan to make to bring the building up to code.

Com. Richards asked staff of the focus of the hearing.

Binder explained that Special Use Permits are void after a year.

Com. Richards asked about future use of the property.

Binder explained the process.

Com. Davis asked about the timeline.

Begmatov spoke to the phases of the project with the hope of obtaining occupancy by July.

Com. Weinstein asked from what areas they are expecting to attract enrollment from.

Begmatov spoke to the demand within Cook

County. Com. Weinstein asked about traffic

Begmatov spoke to the two traffic pattern options to help mitigate any potential traffic issues. He also reviewed the traffic pattern of the previous use.

Com. Weinstein spoke to the historical use in 2005.

Com. Weinstein said he think there needs to need some screening for the lights from cars as they move through the drop-off line.

Com. Weinstein asked when they anticipate to be at full enrollment.

Begmatov said within 4 years.

The Village staff report entered as exhibit one.

Megan Bumgardner, resident at 924 Thornton Lane, spoke in favor of the organization coming to the community, but spoke to their concern of traffic issues with the 6 am start time.

Craig Horwitz, resident at 883 Stoneridge Lane voiced his concern about the special use and the hours of operation.

Com. Weinstein reference packet page 58.

04/4/2023

Com Weinstein asked the petitioners to confirm the hours of operations listed for the weekend are 10:15 AM - 3:00 PM.

Begmatov said that is correct.

Com. Moodhe reference packet page 93.

Com. Moodhe commented on the hours listed are similar to what is being proposed.

The petitioners thanked the Commission for their time.

The public hearing was closed at 9:01 PM.

Com. Moodhe made a positive recommendation to the Village Board for Special Uses for a childcare center and a private preschool/elementary school at 1250 Radcliffe Road, subject to the following conditions:

- 1. The Special Use is granted to Silk Road International School - Chicago to operate a childcare center and a private preschool/elementary school at 1250 Radcliffe Road, which shall not run with the land.*
- 2. The Special Use granted to the Silk Road International School - Chicago is assignable to subsequent petitioners seeking assignment of this special use as follows:*
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.*
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.*
- 3. Any incidental or directional signage for the site will be reviewed and administratively approved by Village staff.*
- 4. The facility and all uses on the property shall operate no earlier than 6:00 a.m. and no later than 10:00 p.m.*
- 5. Parking on the Property shall be managed to minimize impacts on adjacent properties. If the Village determines that ingress or egress to and from the Property needs to be managed to avoid or mitigate traffic congestion on streets adjacent to the Property, Petitioner shall take action to implement the Plan B circulation plan and/or make adjustments as directed by the Village.*
- 6. The Petitioner shall implement the drop-off/pick-up measures as recommended in the KLOA traffic analysis*

Com. Richards seconded the motion.

Com. Spunt spoke in favor of the motion.

Com. Davis spoke in favor of the motion.

Com. Moodhe spoke in favor of the motion.

Com. Weinstein spoke in favor of the motion.

04/4/2023

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

4. Consider a Petition to the Village of Buffalo Grove for Special Uses in the Industrial District (I) for a Motor Freight Terminal and Outside Storage at 1011 Asbury Drive. (Trustee Pike) (Staff Contact: Andrew Binder)
- Binder, Associate Planner, provided background on the subject property at 1011 Asbury Dr.*
- Petitioners were sworn in.*
- Posloweki, owner and operator of Coast Connection Inc., explained the updates they would like to make to the current location in addition to landscape screening. Posloweki explained the direction the trucks would take to leave the facility, which would not impact or have any interaction with residential areas.*
- Com. Richards asked the petitioners about the outdoor storage.*
- Posloweki, said the outside storage is for vehicles only, no materials.*
- Com. Richards asked about security on the property.*
- Posloweki, talked through the security measures for the property, noting they run normal business hours and lock gates during the evening.*
- Com. Moodhe asked the petitioner about the need for the additional dock.*
- Posloweki, explained the need for their business.*
- Com. Moodhe commented in favor of the vinyl fence.*
- Com. Weinstein reference packet page 112.*
- Com. Weinstein asked if they wanted to add to their written testimony. Posloweki thanked the Commission and staff for their time.*
- Com. Weinstein entered the Village staff report as exhibit one.*
- Laura Weiss, with GP Investment Holdings at 900 Corporate Grove Drive, voiced their concerns about the truck traffic in the industrial park itself.*
- Posloweki spoke to the direction their trucks will take to exit onto Milwaukee.*
- The public hearing closed at 9:21 PM.*
- Com. Moodhe made a positive recommendation to the Village Board to allow Special Uses for a Motor Freight Terminal and Outside Storage at 1011 Asbury Drive, subject to the following conditions:*
1. *The Special Use is granted to Coast Connection, LLC to operate a Motor Freight Terminal and Outside Storage at 1011 Asbury Drive, which shall not run with the land.*
 2. *The Special Use granted to the Coast Connection LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:*
 - a. *Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the*

04/4/2023

appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.

- b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.*
- 3. Any incidental or directional signage for the site will be reviewed and administratively approved by Village staff.*
- 4. The fence, landscaping, and parking lot screening shall be maintained by the property owner or tenant in perpetuity.*

Com. Richards seconded the motion.

Com. Spunt spoke in favor of the motion.

Com. Weinstein spoke in favor of the motion.

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

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Mar 15, 2023 7:30 PM

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

Chairman's Report

Committee and Liaison Reports

Com. Moodhe provided his committee liaison report from the Village Board meeting he attended.

Staff Report/Future Agenda Schedule

Purvis provided the commission with items that are anticipated to be on future agenda schedules.

Public Comments and Questions

Adjournment

The meeting was adjourned at 9:27 PM

Kelly Purvis

04/4/2023

APPROVED BY ME THIS 4th DAY OF April, 2023

Kelly Purvis

From: Kelly Purvis
Sent: Thursday, March 30, 2023 1:07 PM
To: Kelly Purvis
Subject: FW: Village sale of property
Importance: High

Dear Senator Johnson,

I am writing this petition on behalf of myself and other concerned residents of Buffalo Grove to express our strong objection to the recent decision by the village to sell the property facing our backyards to a private party for the construction of townhouses. We were not given any prior notice or opportunity to voice our concerns before this decision was made, which we believe goes against the principles of transparency and community engagement.

The construction of these townhouses will significantly impact our quality of life due to the dust and noise pollution that we will have to endure for several years, on top of the recent road construction in this area. Furthermore, the increased housing supply resulting from the townhouses may lead to a decline in property values in our area, as well as increase opportunities for flooding, directly affecting our financial well-being.

We kindly request that you take the following actions on our behalf:

Investigate the decision-making process that led to the sale of the property and the approval of the townhouse construction project.

Halt the construction of the townhouses until a comprehensive review of the project's impact on our community has been conducted, including a thorough evaluation of the environmental, social, and economic consequences of the development.

Consider alternative uses for the property in question that would be more beneficial to our community and less disruptive to our lives, such as a public park or recreational space for families, which this village needs far more than additional housing, gas stations, or storage units.

We believe that it is crucial for our local government to prioritize the well-being of its residents and to maintain open and transparent communication with the community. We trust that you will give our concerns the attention they deserve and take appropriate action to address the issues we have raised.

Thank you for your time and consideration. We look forward to your response and a resolution to this matter.

Sincerely,

Andy and Maria Park
310 Thompson Blvd
Buffalo Grove, IL 60089

Kelly Purvis

From: Kelly Purvis
Sent: Tuesday, April 4, 2023 12:01 PM
To: Kelly Purvis
Subject: FW: Construction concern

Importance: High

From: Alex Baradzin
Date: Monday, April 3, 2023 at 7:38 AM
To: Dane C. Bragg
Subject: Construction concern

Dear Mr. Bragg,

We are reaching out as concerned residents of Buffalo Grove, Lake County, IL. We have received notice today that the land behind ours, and several other homes, will be redeveloped to add 3 new buildings with 4 units per building. The public hearing for this is scheduled to be April 4th, 2023, not even 3 weeks after receipt of notice. Important to note that there has been zero information or notice that the land in question had ever even been for sale.

We had purchased our home at 320 Thompson Blvd, Buffalo Grove almost 2 decades ago. Aside from the obvious draw of the phenomenal school district in this area was the fact that this is a well-established, quiet and peaceful neighborhood, not a new construction zone. However, during most of 2020, we were living in just that-an endless construction zone on all sides as the Village of Buffalo Grove began a village wide project to redevelop many of its roads, including Thompson Blvd and Buffalo Grove Rd. The construction has all but just ended, but the "new" road is looking no different from the Thompson Blvd that was here prior. But our homes have been significantly impacted by that construction. Walls that have been the same for two decades have developed new cracks. Flooring that has not been touched in two decades has shifted and separated. And it comes at no surprise that this happened only during the construction as our homes were very literally shaking as in an earthquake during this time.

And now we learn that the Village has suddenly scheduled yet another round of construction? On property that has had no mention or notice of being for sale. On property that tax money was just spent to remove old trees and plant new ones. On property that was just restored after yet another round of construction. On property that is frequently a swamp in wet months due to the water run – off in the area. More so recently after the additional construction of new homes in lieu of Didier Farm. We truly cannot help but question the legality and morality of what is happening with the Village and its budget. Is the budget being spent simply to be spent, and provide an excuse for these meaningless constructions projects? For what was all that money invested into planting and restoring the property if it was to be sold and developed anyway? The same had just happened with Buffalo Grove Rd prior to the construction in 2020.

The motive and need for this housing, completely different from the established community that already exists, is questionable at best. These homes were purchased with that space in mind. The

homes that will be affected by this construction are homes with families, who frequently utilize this space to enjoy time together. Because aside from the endless gas stations and storage units that are popping up all over Buffalo Grove, there is little else being developed in this village that is actually for the very families it is trying to draw into its community.

We question the need to develop additional housing in the midst of all the housing already being added to the village and not a single new development that actually benefits the community. Trust that the families of babies, young kids, and teens are not spending their free time in one of the myriad gas stations on every corner or the plethora of storage units that have been added to the village. The community has been very vocal about the need for sought after grocers (and not Woodman's) in the area, the need for more restaurants and activities for families like parks, museums, and cafes.

When a village is consistently investing money into projects that are then torn up in the span of a couple of years, adds more pollution and noise than benefit, and does not address any of the concerns that the community has been vocal about, we cannot help but question who these projects are actually for. Who is truly benefiting here? Because it surely isn't the residents of Buffalo Grove.

For whom are we to put up with another round of very damaging construction for? Who is financially benefiting from such hasty decisions to redevelop land in a well-established neighborhood? Who will be responsible for the decreased property value, additional round of damages to our home and the inability to actually use our own land that we pay incredibly high taxes for in the midst of this next round of loud, disruptive, and toxic construction?

So again, we question the motive behind this sudden development and ask for your assistance in helping our voices not be silenced. The lack of foresight and questionable motive on the part of the Village of Buffalo Grove on these large projects is disturbing and upsetting, and we can no longer sit in silence while watching it happen.

Sincerely,
 Alex and Alena Baradzin
 320 Thompson BLVD
 Buffalo Grove, IL 60089

Kelly Purvis

From: Kelly Purvis
Sent: Tuesday, April 4, 2023 12:04 PM
To: Kelly Purvis
Subject: FW: Petition Against the Construction of Townhouses on Parcel 15-29-200-012
Importance: High

From: Maria Park
Date: Monday, April 3, 2023 at 9:32 AM
To: Dane C. Bragg
Subject: Petition Against the Construction of Townhouses on Parcel 15-29-200-012

Dear Mr. Bragg,

I am writing this petition on behalf of myself and other concerned residents of Buffalo Grove to express our strong objection to the recent decision by the village to sell the property facing our backyards to a private party for the construction of townhouses. We were not given any prior notice or opportunity to voice our concerns before this decision was made, which we believe goes against the principles of transparency and community engagement.

The construction of these townhouses will significantly impact our quality of life due to the dust and noise pollution that we will have to endure for several years, on top of the recent road construction in this area. Furthermore, the increased housing supply resulting from the townhouses may lead to a decline in property values in our area, as well as increase opportunities for flooding, directly affecting our financial well-being.

We kindly request that you take the following actions on our behalf:

Halt the construction of the townhouses until a comprehensive review of the project's impact on our community has been conducted, including a thorough evaluation of the environmental, social, and economic consequences of the development.

Consider alternative uses for the property in question that would be more beneficial to our community and less disruptive to our lives, such as a public park or recreational space for families, which this village needs far more than additional housing, gas stations, or storage units.

We believe that it is crucial for our local government to prioritize the well-being of its residents and to maintain open and transparent communication with the community. We trust that you will give our concerns the attention they deserve and take appropriate action to address the issues we have raised.

Thank you for your time and consideration. We look forward to your response and a resolution to this matter.

Sincerely,

Andy and Maria Park
 310 Thompson Blvd
 Buffalo Grove, IL 60089



Ordinance No. O-2023-61 : Park Place Townhome Development Improvement Agreement

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends approval of the Development Improvement Agreement for the Park Place Townhome Development, located on LaSalle Lane, subject to the receipt of the required fees, approval of final engineering plans, and Village Attorney review.

ATTACHMENTS:

- Memo Park Place Townhome DIA 23-0328 (DOCX)
- DIA Ordinance Park Place Townhome 23-0328(DOCX)
- DIA_Park Place (DOCX)
- Engineers Estimate Park Place (PDF)
- Park Place Townhomes_Engineering_2023-03-02 (PDF)
- Park Place Landscape Plan 23-0301 (PDF)

Trustee Liaison

Pike

Staff Contact

Darren Monico, Public Works

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 28, 2023
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: Park Place Townhome Development Improvement Agreement

Recommendation

Staff recommends Village Board approval of the DIA subject to receipt of the required engineering fees, approval of the final engineering plans, and review and approval by the Village Attorney.

Background Information

The developer is proposing a 12-unit townhouse development at the east end of LaSalle Lane near Buffalo Grove Road.

The Development Improvement Agreement, or DIA, is an agreement between the Developer and the Village and identifies the items to be constructed by the developer on the project site. Typical items include the stormwater management, sanitary sewer, water main, landscaping, sidewalk, grading, and all the utility connections for water, storm and sanitary. With this agreement, the developer agrees to provide security as required in the Village Code until the developer completes the required items.

ORDINANCE 2023-_____

**AN ORDINANCE AUTHORIZING A DEVELOPMENT IMPROVEMENT AGREEMENT
WITH THG HOLDINGS LLC – SERIES G FOR THE PARK PLACE TOWNHOME DEVELOPMENT**

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

WHEREAS, the Village seeks to enter into a Development Improvement Agreement (DIA) with THG Holdings LLC-Series G ("Developer") for site improvements associated with the proposed Park Place townhome development on the east end of LaSalle Lane in the Village of Buffalo Grove.

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 Development Improvement Agreement is approved subject to receipt of the required fees and security, approval of the final engineering plans, and review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: DIA Ordinance Park Place Townhome 23-0328 (O-2023-61 : Park Place Development Improvement Agreement)

PARK PLACE

Development Name

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT ("**Agreement**"), made and entered into as of this 17th day of April, 2023 by and between the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, and having its office at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois (hereinafter called "**Village**"), and THG Holdings LLC-Series G, (hereinafter called "**Developer**").

WITNESSETH:

WHEREAS, Developer desires to improve the real property described in Exhibit "A" attached hereto and made a part hereof (the "**Property**"), and in compliance with the Village's Development Ordinance, Developer has submitted to the Village certain (i) plans prepared by Pearson, Brown & Associates, Inc, who are registered professional engineers (the "**Engineering Plans**"), (ii) Final Plat of Subdivision prepared by R.E. Allen and Associates, Ltd. ("**Final Plat of Subdivision**"), (iii) Final Landscape Plans prepared by Dickson Design Studio (the "**Landscape Plans**") (hereinafter collectively the items (i), (jj), and (iii) "**Plans**"); and,

WHEREAS, the Village is willing to approve said Plans, provided that this Agreement is executed to insure the completion of certain site improvements, as a condition precedent to the issuance of building permits for any buildings to be constructed on the Property.

NOW, THEREFORE, it is mutually agreed as follows:

1. Developer shall furnish, or cause to be furnished, at their own cost and expense, all the necessary material, labor, and equipment to complete the improvements listed on Exhibit "B" attached hereto, and all other site improvements not specifically set forth, which are required by applicable ordinances or agreements (collectively, the "**Improvements**"), all in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the Village and in accordance with the Plans (including any subsequent revisions requested by the Developer and approved in writing by the Village pursuant to the Village's Development Ordinance). All utility lines and services to be installed in the street shall be installed prior to paving.

2. Attached hereto as Exhibit "D" is a complete cost estimate for the construction of the

improvement described in Exhibit "B" hereto. No later than five (5) business days following the execution of this Agreement and prior to the issuance of Village Permits, the Developer shall deposit a Letter of Credit acceptable to and in a form and substance approved by the Village in the original amount of Two Hundred sixty thousand seventy-three and 18/100 Dollars (\$260,073.18), as further described in Paragraph 9 herein (the "Letter of Credit").

3. All work shall be subject to inspection by and the approval of the Village Engineer. It is agreed that the contractors who are engaged to construct the Improvements are to be approved by the Village Engineer and that such approval will not be unreasonably withheld.

4. The Developer has paid or will pay the Village a Review and Inspection Fee, as required by Ordinance. It is understood that said fee is based on the amount of the contracts or cost estimate for those items in Exhibit "B".

5. Prior to the time the Developer or any of its contractors begin any of the work provided for herein, the Developer, and/or its contractors shall furnish the Village with evidence of insurance covering their employees in such amounts and coverage as is acceptable to the Village. Nothing herein shall waive any immunities the Village may assert in response to or defense of any such claim.

In addition, by its execution of this Agreement, the Developer agrees to protect, indemnify, save and hold harmless, and defend the Village and its employees, officials, and agents, against any and all claims, costs, causes, actions, and expenses, including but not limited to reasonable attorney's fees incurred by reason of a lawsuit or claim for damages or compensation arising in favor of any person, corporation or other entity, including the employees or officers or independent contractors or sub-contractors of the Developer or the Village, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly, from the performance of the work of the Developer, independent contractors or sub-contractors or their officers, agents, or employees. The Developer shall have no liability or damages for the costs incident thereto to the extent caused by the sole negligence or intentional misconduct of the Village, its independent contractors or sub-contractors or their officers, agents, or employees.

6. Subject to Force Majeure (as defined herein), Developer shall cause the Improvements to be

completed within twenty-four (24) months following the date of this Agreement (except any Improvements for which specified time limits are noted on the Plans, which shall be completed within the specified time limits shown on the Plans subject to Force Majeure). "Force Majeure" as used herein shall mean a delay in Developer's performance hereunder caused by a strike or labor problem, energy shortage, governmental pre-emption or prescription, national emergency, or any other cause of any kind beyond the reasonable control of Developer. If work is not completed within the time prescribed herein, the Village shall have the right to call upon the Letter of Credit, in accordance with its terms, for the purpose of completing the Improvements. Upon completion of the Improvements herein provided for, as evidenced by the certificate or certificates of the Village President and Board of Trustees, the Village shall be deemed to have accepted said Improvements, and thereupon, the Letter of Credit shall automatically be reduced to serve as security for the obligations of the Developer as set forth in Paragraph 7 hereof. The Developer shall cause its consulting engineers to correct drawings to show work as actually constructed and said engineers shall turn over high quality Mylar reproducible copies thereof to the Village to become the Village's property prior to acceptance of the Improvements by the President and Board of Trustees.

7. The Developer, for a period of one year beyond formal acceptance by the Village of any Improvement, described in Exhibit "B" hereof, shall be responsible for maintenance, repairs and corrections to such Improvements which may be required due to failures or on account of faulty construction or due to the Developer's negligence and/or its contractors' negligence. The obligation of the Developer hereunder shall be secured by the Letter of Credit as further described in Paragraph 9 hereof.

8. It is agreed that no occupancy permit shall be granted by any official for the construction of any structure until all required utility facilities set forth in the Plans (to include, but not by way of limitation, sanitary sewer, water and storm sewer systems) have been installed and made ready to service the Property; and that all roadways (to include curbs) set forth in the Plans that provide access to the Property have been completely constructed, except for the designed surface course. It is understood and agreed that (i) foundation permits may be issued upon (a) recording the Final Plat of Subdivision, (b) execution of the Development Improvement Agreement by Developer and the Village, (c) the Property has access to fire hydrants and (d) the foundation permits are in conformance with the Plans, (ii) building permits may be

granted for buildings on specific lots to which utility facilities have been installed and made ready for service and to which roadways have been constructed as described above, notwithstanding the fact that all improvements within the Development may not be completed.

9.A. The obligations of the Developer hereunder as to the deposit of security for the completion of the Improvements and the one-year maintenance of said Improvements after acceptance by the Village (Paragraph 7) shall be satisfied upon delivery to the Village of a Letter of Credit in favor of the Village in a form acceptable to the Village, in the amount set forth in Paragraph 2 above. The Letter of Credit shall be made subject to this Agreement. The Developer hereby waives its option pursuant to 30 ILCS 550/3 and 65 ILCS 5/11-39-3 to utilize any type of security other than a Letter of Credit.

B. In addition to the terms, conditions, and covenants of the Letter of Credit, the Village hereby agrees to draw funds or to call said performance guarantee under such security solely for the purpose of payment for labor and materials supplied or to be supplied, by engineers, contractors, or subcontractors, to, or for the benefit of the Developer or the Village, as the case may be, under the provisions of this Agreement and the said Improvements for which payment is being made shall have been completed, or will be completed, in substantial accordance with the Plans.

C. The Village further hereby agrees that to the extent that the Developer causes the commitments of this Agreement to be completed, the Village shall approve reductions in the amount of the Letter of Credit and the outstanding liability of the issuer of the Letter of Credit shall during the course of construction of the Improvements, approximate the cost of completing all Improvements and paying unpaid contract balances for the completion of the Improvements referred to in this Agreement.

Until all required tests have been submitted and approved by the Village for each of the construction elements including, but not limited to, earthwork, street pavements, parking area pavements, sanitary sewers, and water mains (as applicable), a minimum of that portion of the surety for each element shall be subject to complete retention. All Improvements are subject to a minimum fifteen (15%) percent retention until final acceptance by the Village.

D. In order to guarantee and warranty the obligations of Paragraph 7 herein, an amount equal to fifteen (15%) percent of the total amount of the Letter of Credit, or an amount equal to fifteen

(15%) percent of the cost estimate of the individual Improvement(s) shall be retained in the Letter of Credit for a period of one-year beyond formal acceptance by the Village of the Improvement(s).

E. As a portion of the security amount specified in Paragraph 2, the Developer shall maintain a cash deposit with the Village Clerk in the amount of Five Thousand Dollars (\$5,000.00). If roads are not maintained with a smooth and firm surface reasonably adequate for access of emergency vehicles such as fire trucks and ambulances, or if any condition develops which is deemed a danger to public health or safety by the Village of Buffalo Grove due to the actions of the Developer or his failure to act; and after written notice of this condition, the Developer fails to immediately remedy the condition; then the Village may take action to remedy the situation and charge any expenses which results from the action to remedy the situation to the cash deposit. Upon notification that the cash deposit has been drawn upon, the Developer shall immediately deposit sufficient funds to maintain the deposit in the amount of Five Thousand Dollars (\$5,000.00). If the Developer has not made the additional deposit required to maintain the total cash deposit within five (5) business days from the date the Developer received notice that such additional deposit was required, it is agreed that the Village may issue a Stop Work Order or also may revoke all permits (excluding occupancy permits) which the Developer had been granted. This cash deposit shall continue to be maintained until the maintenance guarantee period has lapsed. The deposit may be drawn upon by the Village if the conditions of this Agreement are not met by the Developer within five business (5) days after receipt of a written notice of noncompliance with the conditions of this Agreement, except in cases of danger to public health and safety as determined by the Village, in which case, the deposit may be drawn upon immediately following notice to the Developer and the Developer's failure to immediately remedy the situation. After termination of the one-year maintenance period and upon receipt by the Village Clerk of a written request for release of the deposit, the Village will either notify the Developer that the Improvements are not in a proper condition for final release of the deposit or shall release the deposit within fifteen (15) days.

F. In addition to the terms, covenants, and conditions of the Letter of Credit, the Developer hereby agrees that no reduction shall occur in the outstanding liability of the issuer there under, except on the written approval of the Village; however, in all events, the Village shall permit such Letter of

Credit to expire, either by its terms, or by return of such Letter of Credit to the Developer, upon the expiration of one (1) year from the acceptance of the Improvements referred to herein by the Village. To the extent that the provisions of Paragraph 9 herein, and of the Letter of Credit, permit the Village to draw funds under such Letter of Credit, the Village hereby agrees to reduce the outstanding liability of the issuer of the Letter of Credit to the extent that funds are disbursed.

10. Any Letter of Credit shall provide that the issuer thereof shall not cancel or otherwise terminate said security without a written notice being given to the Village not less than thirty-(30) days in advance of termination or cancellation.

11. No occupancy permit shall be issued until all exterior lighting specified on Exhibit "C" is installed and operational.

12. The Developer acknowledges that he is responsible for the proper control of weeds, grass, refuse, and junk on all property which he owns within the Village in accordance with Chapter 8.32 of the Buffalo Grove Municipal Code. It is further agreed that the Developer shall continue to be responsible for the proper maintenance of any parcels of property for which the Developer transfers ownership to the Village until such time as the development's Improvements are accepted by the Village in writing in accordance with the provisions of this Agreement.

If the Developer fails to perform his maintenance responsibilities established in either this paragraph or Chapter 8.32, the Village may provide a written notice to the Developer of the improper maintenance condition. If proper maintenance is not completed within ten (10) days after the Developer is provided this notice, the Village may perform the maintenance and deduct the costs of the maintenance from the cash deposit described in Paragraph 9E.

13. The Developer agrees that no Improvements constructed in conjunction with this project are sized or located in such a way as to warrant any recapture payment to the Developer pursuant to any applicable previous agreements.

14. This Agreement shall automatically terminate and be of no further force and effect with respect to Developer or the Property upon the expiration of the one year maintenance period, and upon such termination the parties hereto shall have no further obligations to the other, except for the Village's

obligation to return the Letter of Credit and cash deposit to Developer or otherwise notify the issuer of the Letter of Credit of the expiration of the Letter of Credit. The period commencing on the date set forth in the preamble to this Agreement and expiring on the expiration of the one-year maintenance period is referred to herein as the "Term".

15. This Agreement and the obligations contained herein are in addition to, and not in limitation of, all other agreements between the Parties hereto including, without limitation, the Engineering Plan, the Final Plat of Subdivision, the Landscape Plan, and Ordinance of the sale of the property to THG Holdings LLC-Series G, dated February 21, 2023, and the obligations contained therein.

16. Neither party shall cause this Agreement (or any memorandum hereof) to be recorded against the Property.

17. Neither party shall assign this Agreement or any of its terms without the prior, express, and written consent of the other party. Furthermore, no assignment of the Developer's obligations shall be effective unless and until the Village approves the language of any proposed assignment and substitute security in the amounts required by this Agreement.

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed, as has the Developer, all as of the date first above written.

VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation

By _____
Village President

DEVELOPER:

THG Holdings LLC-Series G
747 Lake Cook Road, Suite 100W
Deerfield, IL 60015

By: _____
 Name: Derick B. Goodman
 Title: Manager

PARK PLACE
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION

KNOWN AS: 400 LaSalle Lane, BUFFALO GROVE, ILLINOIS

PERMANENT INDEX NUMBER: 15-29-200-012

AREA = 299,101 SQ. FT. OR 6.87 ACRES

Attachment: DIA_Park Place (O-2023-61 : Park Place Development Improvement Agreement)

PARK PLACE
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

Description of Improvements

EXHIBIT B

All improvements set forth and depicted in the Plans, both public and private, including (to the extent applicable) earthwork, grading, roads or streets, sidewalks, sanitary and storm sewers, water main, drainage and storm water detention facilities, site grading, street lighting, landscaping, survey monuments and benchmarks.

Park Place
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

Final Engineering Plans prepared by: Pearson Brown & Associates, Inc.

Entitled: LaSalle Lane Townhomes

Consisting of: 6 sheet(s), last revised 3-2-2-23

Final Landscaping Plans prepared by: Dickson Design Studio

Entitled: LaSalle Lane Townhomes

Consisting of: 2 sheet(s), last revised 3-1-2023

Final Plat of Subdivision prepared by R.E. Allen and Associates, Ltd.

Entitled: Final Plat of Subdivision

Consisting of: 2 sheet(s), last revised 2-7-2023

(see following pages)

Attachment: DIA_Park Place (O-2023-61 : Park Place Development Improvement Agreement)

PARK PLACE
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT D

Engineers Opinion of Probable Costs

(see following pages)

Attachment: DIA_Park Place (O-2023-61 : Park Place Development Improvement Agreement)

PEARSON, BROWN & ASSOCIATES, INC.

JOB #: 2354

DATE: 4/3/2023

LASALLE LANE TOWNHOMES
BUFFALO GROVE, ILLINOIS

PLAN DATE: 4/3/2023

ENGINEER'S OPINION OF PROBABLE COST

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<u>SANITARY SEWER</u>				
8" PVC SDR26 SANITARY SEWER	108	LF	\$50.00	\$5,400.00
4' SANITARY MANHOLE, COMPLETE	2	EA	\$2,800.00	\$5,600.00
RECONSTRUCT EXISTING BENCH, MACHINE CORE EXISTING MANHOLE & INSTALL BOOT, COMPLETE	1	EA	\$3,100.00	\$3,100.00
TRENCH BACKFILL	75	LF	\$20.00	\$1,500.00
6" PVC SDR26 SANITARY SERVICE, COMPLETE	4	EA	\$1,500.00	\$6,000.00
6" PVC SDR26 SANITARY SERVICE (CONNECTION TO EXISTING SANITARY SEWER), COMPLETE	8	EA	\$2,000.00	\$16,000.00
TOTAL SANITARY SEWER				\$37,600.00
<u>WATER MAIN</u>				
DIRECTIONAL DRILL 1.5" WATER SERVICE (30'), COMPLETE	12	EA	\$3,000.00	\$36,000.00
1.5" TYPE K COPPER WATER SERVICE COMPLETE W/ B-BOX	12	EA	\$2,500.00	\$30,000.00
TOTAL WATER MAIN				\$66,000.00
<u>STORM SEWER</u>				
12" RCP CLIV STORM SEWER C443	509	LF	\$40.00	\$20,360.00
10" PVC STORM SEWER	32	LF	\$35.00	\$1,120.00
CONNECT PROPOSED 12" RCP TO EXISTING MANHOLE	1	EA	\$1,000.00	\$1,000.00
CONSTRUCT 4' CB OVER EXISTING SEWER, COMPLETE	1	EA	\$3,500.00	\$3,500.00
4' STORM CATCH BASIN, COMPLETE	4	EA	\$2,500.00	\$10,000.00
2' STORM MANHOLE, COMPLETE	1	EA	\$1,700.00	\$1,700.00
4" PVC STORM SERVICE, COMPLETE	320	LF	\$35.00	\$11,200.00
12" FES, COMPLETE	1	EA	\$2,500.00	\$2,500.00
REMOVE EXISTING 12" DIP STORM SEWER AND EXISTING 12" HEADWALL, COMPLETE	2	EA	\$1,000.00	\$2,000.00
TOTAL STORM SEWER				\$53,380.00

Attachment: Engineers Estimate Park Place (O-2023-61 : Park Place Development Improvement Agreement)

PEARSON, BROWN & ASSOCIATES, INC.

JOB #: 2354

DATE: 4/3/2023

LASALLE LANE TOWNHOMES
BUFFALO GROVE, ILLINOIS

PLAN DATE: 4/3/2023

ENGINEER'S OPINION OF PROBABLE COST

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<u>PAVING</u>				
REMOVE & REPLACE CURB & GUTTER, COMPLETE	20	LF	\$50.00	\$1,000.00
SAW-CUT BACK OF CURB FOR DRIVEWAY ACCESS	212	LF	\$7.00	\$1,484.00
5' WIDE, 5" PCC SIDEWALK,(INCL. 5" STONE BASE)	2650	SF	\$7.50	\$19,875.00
			TOTAL PAVING	\$22,359.00
<u>GRADING, DEMOLITION, EROSION CONTROL, & MISCELANEOUS</u>				
REARYARD DITCH GRADING INCLUDING RESPREAD & SEEDING, COMPLETE	1	LUMP SUM	\$ 5,500.00	\$5,500.00
STRIP, CUT & FILL R.O.W. FOR SIDEWALK CONSTRUCTION INCLUDING RESPREAD & SEEDING, COMPLETE	1	LUMP SUM	\$ 7,000.00	\$7,000.00
TREE REMOVALS AND DISPOSE ALL DEBRIS OFFSITE.	1	LUMP SUM	\$1,000.00	\$1,000.00
STABILIZED CONSTRUCTION ENTRANCE (INCL. MAINTENANCE)	1	LUMP SUM	\$5,500.00	\$5,500.00
CONCRETE WASHOUT (INCL. MAINTENANCE)	1	LUMP SUM	\$1,500.00	\$1,500.00
SILT FENCE	1,120	LF	\$3.25	\$3,640.00
INLET FILTER BASKET	5	EA	\$255.00	\$1,275.00
GEORIDGE	1	EA	\$255.00	\$255.00
MONOFILAMENT FABRIC BARRIER FOR INLET PROTECTION	4	EA	\$255.00	\$1,020.00
RELOCATE EXISTING STREET LIGHT, COMPLETE	1	EA	\$5,000.00	\$5,000.00
			TOTAL GRADING, EROSION CONTROL, & MISCELANEOUS	\$31,690.00
<u>LANDSCAPING OPINION OF PROBABLE COST (BY DICKSON DESIGN STUDIO)</u>				
PLANTINGS, FENCING, AND SEEDING	1	LS	\$9,372.00	\$9,372.00
			TOTAL LANDSCAPING	\$9,372.00

PEARSON, BROWN & ASSOCIATES, INC.

JOB #: 2354

DATE: 4/3/2023

LASALLE LANE TOWNHOMES
BUFFALO GROVE, ILLINOIS

PLAN DATE: 4/3/2023

ENGINEER'S OPINION OF PROBABLE COST

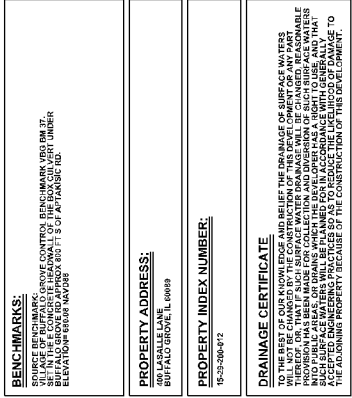
ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<u>RECAPITULATION</u>				
SANITARY SEWER				\$37,600.00
WATER MAIN				\$66,000.00
STORM SEWER				\$53,380.00
PAVING				\$22,359.00
GRADING, DEMOLITION & EROSION CONTROL, & MISC.				\$31,690.00
LANDSCAPING (BY DICKSON DESIGN STUDIO)				\$9,372.00
SUBTOTAL OPINION OF PROBABLE COST				\$220,401.00
10% CONTINGENCY				\$22,040.10
8% INCREASE FOR LETTER OF CREDIT				\$17,632.08
TOTAL AMOUNT				\$260,073.18

NOTE:

THIS ENGINEER'S OPINION OF PROBABLE COST HAS BEEN PREPARED BASED UPON THE ENGINEER'S EXPERIENCE AS A DESIGN PROFESSIONAL AND IS FURNISHED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF ACTUAL CONSTRUCTION COST AND DOES NOT INCLUDE THE FOLLOWING: ENGINEERING FEES, TAP ON FEES, PERMITS, DEWATERING OTHER THAN SPECIFICALLY LISTED ABOVE, TIGHT SHEETING, ANY WET OR DRY UTILITY RELOCATION NOT SPECIFICALLY INCLUDED ABOVE

ANY ITEM NOT SPECIFICALLY SHOWN IN THIS EOPC ARE CONSIDERED INCIDENTAL TO THE COST OF THE PROJECT AND SHOULD BE INCLUDED IN THE UNIT PRICE FOR THE BID ITEMS LISTED ABOVE.

942



1. COVER SHEET
2. SPECIFICATIONS AND NOTES
3. EXISTING CONDITIONS
4. GEOMETRICS PLAN
5. GRADING PLAN
6. EROSION CONTROL PLAN
7. EROSION NOTES & DETAILS
8. UTILITY PLAN
9. DETAILS
10. DETAILS

LANDSCAPE PLANS BY: DICKSON DESIGN STUDIO

EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED
		SANITARY SEWER				CENTER LINE	
		FORCE MAIN				EASEMENT	
		STORM SEWER				BUILDING SETBACK	
		COMBINED SEWER				CURB & REVERSE GUTTER PITCH	
		DRAIN TILE				DEPRESSED CURB & GUTTER	
		WATER MAIN				GUARD RAIL	
		TRENCH BACKFILL				FOOTING WALL	
		COTTON BASIN				CURB RAMP	
		INLET				DRIVEWAY HAND	
		YARD DRAIN				SIGN	
		INLET MANHOLE				MAIL BOX	
		HEAD WALL				DECORATIVE TREE HEIGHT	
		HEAD WALL SECTION				EVERGREEN TREE HEIGHT	
		LIFT STATION				TOP OF FOUNDATION	
		CLEAN-OUT				FINISHED GRADE	
		METER VAULT				SPOT ELEVATION	
		VALVE VAULT				TOP OF MANHOLE	
		VALVE VAULT				FLOW LINE OF GUTTER	
		BUFFALO BOX				CONTOUR	
		FIRE HYDRANT				DITCH	
		CONFLICT				DRAINAGE FLOW	
		CROSSING				RM ELEVATION	
		OVERPASS				INVERT ELEVATION	
		GREASE BASIN				WEIRLAND LINE	
		GAS MAIN				WEIRLAND BUFFER LINE	
		ELECTRIC CABLE				BASE FLOOD ELEVATION LINE	
		TELEPHONE CABLE				F.E.M.A. FLOODPLAIN LINE	
		STREET LIGHT					
		UTILITY POLE					
		PEDESTAL					
		GAS VALVE					
		ELECTRIC BOX					
		TELEPHONE MANHOLE					
		FIRE OPTIC MANHOLE					
		FIRE ALARM BOX					
		TRANSFER SIGN					

THG HOLDINGS LLC - SERIES G

A PROFESSIONAL DESIGN FIRM - ILLINOIS PROFESSIONAL ENGINEERING CORPORATION - LICENSE NUMBER 164-001056 EXPIRES 04/30/23
1850 W. MANCHESTER ROAD - SUITE 205, LIBERTYVILLE, ILLINOIS 60048 (847) 367-6707

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS DEVELOPMENT OR ANY PART THEREOF. DR. THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE DEVELOPER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO

[illegible][illegible]

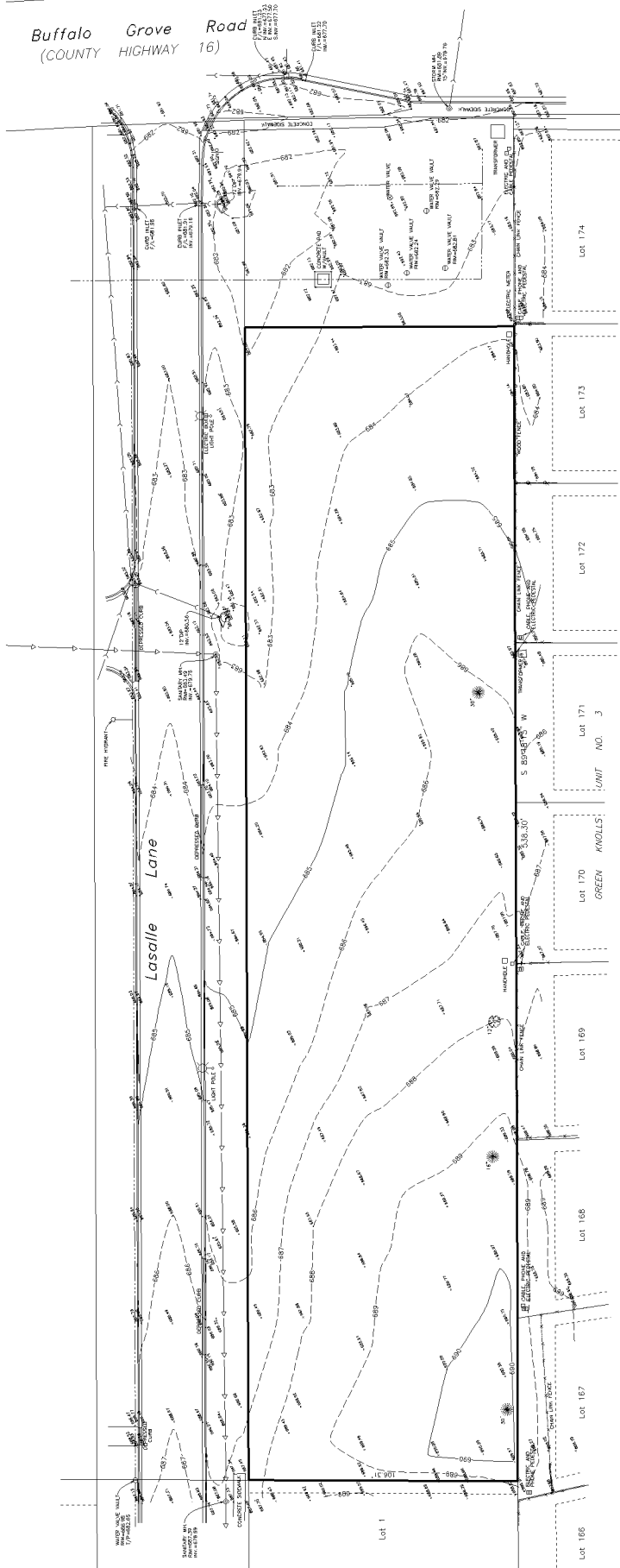
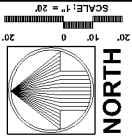
"NOT FOR CONSTRUCTION"

EXISTING CONDITIONS

[illegible][illegible]

DESIGNED BY: D.S.H.
DRAWN BY: A.Z.
CHECKED BY: A.K.Z.
ORIGINAL ISSUE: 04/12/23

PARK PLACE
BUFFALO GROVE, ILLINOIS

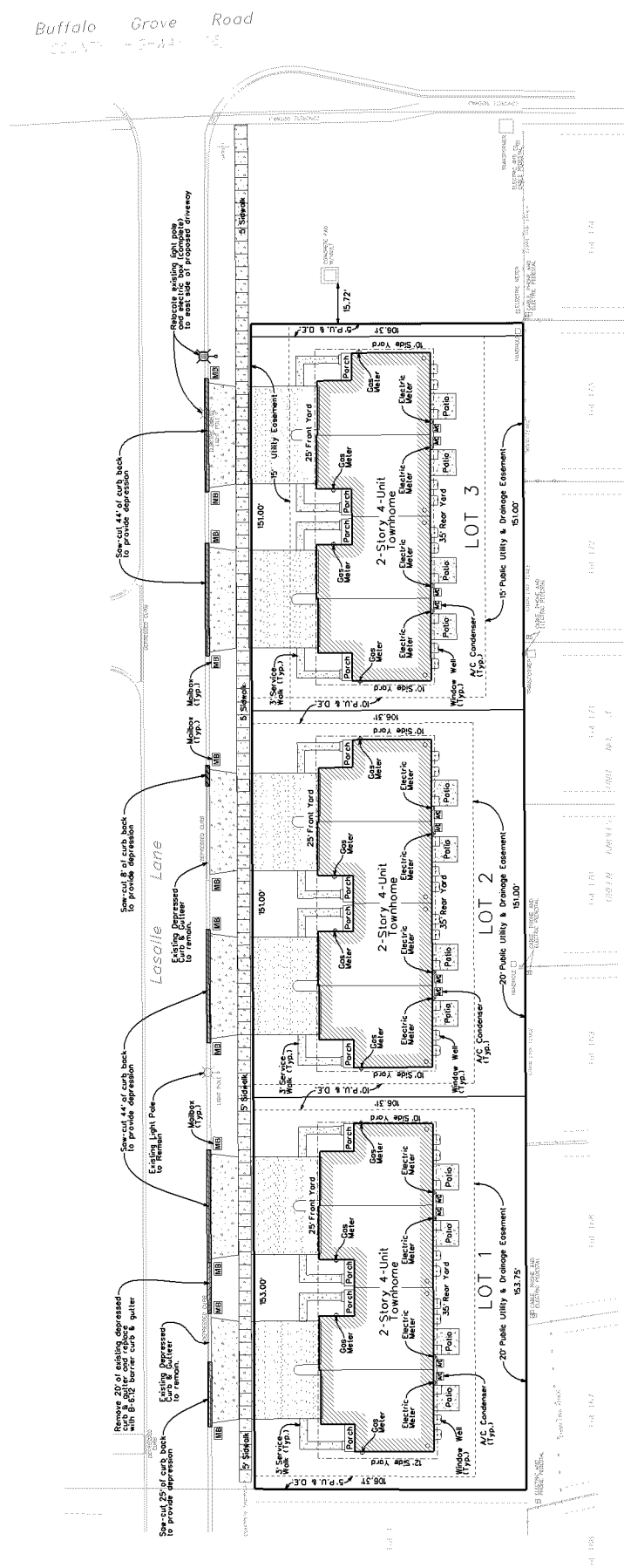


GEOMETRICS PLAN

[illegible]

BY: D.S.H.
AZ.
AKZ.
ISSUE: 04/12/23

	LOT 1	LOT 2	LOT 3	TOTAL
Lot Area	16,505 s.f.	16,052 s.f.	16,052 s.f.	48,609 s.f.
Subsistence Yard				
Rear Yard	25 ft	25 ft	25 ft	-
Side Yard (West)	35 ft	35 ft	35 ft	-
Side Yard (East)	10 ft	10 ft	10 ft	-
Building Coverage	5,085 s.f.	5,085 s.f.	5,085 s.f.	-
Percent Building Coverage	31.2%	31.7%	31.7%	-
Impervious Coverage	7,850 s.f.	7,850 s.f.	7,850 s.f.	23,550 s.f.
Percent Impervious Coverage	48.1%	48.9%	48.9%	48.6%



REVISIONS

DATE BY		

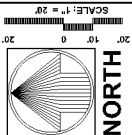
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DESIGNED BY: D.S.H.
DRAWN BY: A.Z.
CHECKED BY: A.K.Z.
ORIGINAL ISSUE: 04/12/23

PARK PLACE
BUFFALO GROVE, ILLINOIS

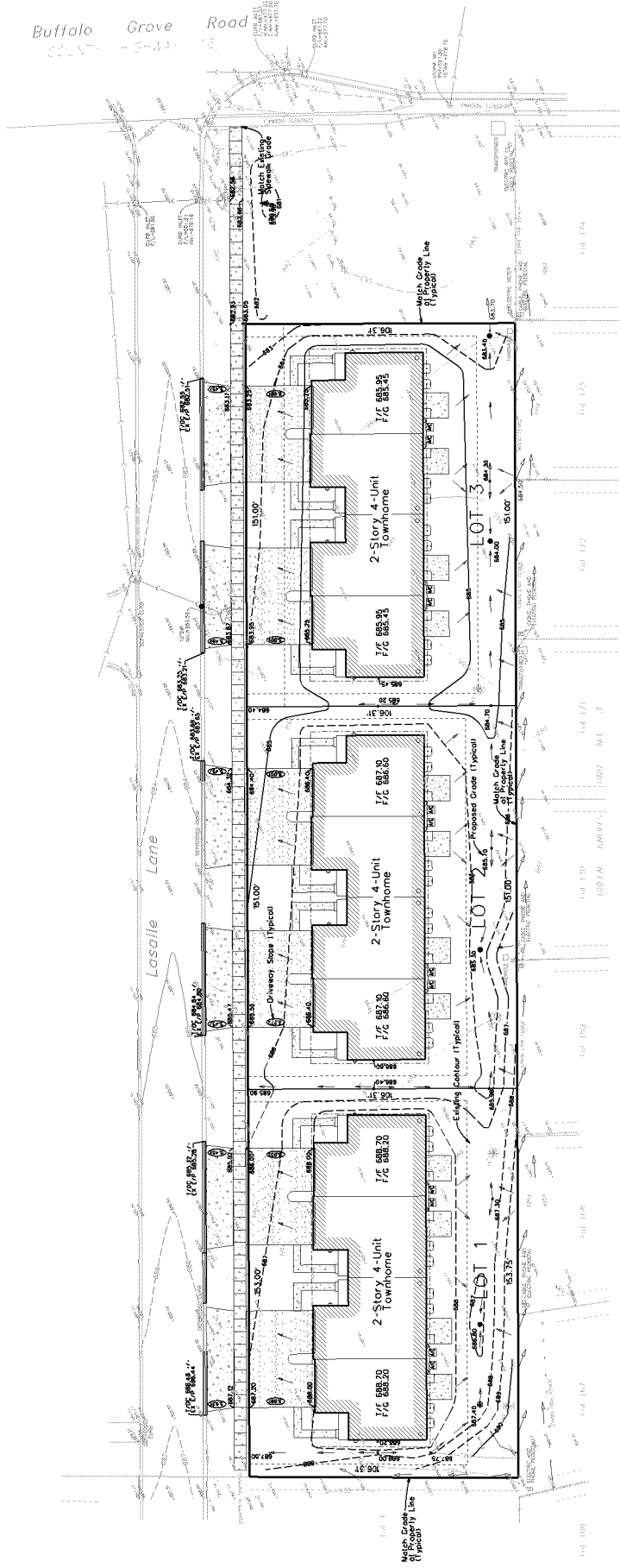
PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS

1820 W. WYOMING STREET, SUITE 202
LIBERTYVILLE, IL 60068
PHONE: (647) 367-6707
FAX: (647) 367-2587
EMAIL ADDRESS: pba@pearsonbrown.com
© COPYRIGHT 2002 PEARSON, BROWN & ASSOCIATES, INC. ALL RIGHTS RESERVED



PROJECT NOTES:

1. Timeliness provided by R.E. Allen & Assoc., Inc. Contractor shall be on site at least 48 hours prior to start of construction. The start of construction shall be defined as the time when the first pile is installed and the contractor is responsible for the completion of the project.
2. Contractor shall be on site at least 48 hours prior to start of construction. The start of construction shall be defined as the time when the first pile is installed and the contractor is responsible for the completion of the project.
3. Contractor shall provide the location and elevation of all steel and any utilities prior to the start of construction. Elevation depths may not be necessary. The contractor shall design and install any foundation system.
4. All foundation systems shall be designed and installed by the contractor. The contractor shall be responsible for the completion of the project.
5. All foundation systems shall be designed and installed by the contractor. The contractor shall be responsible for the completion of the project.
6. All foundation systems shall be designed and installed by the contractor. The contractor shall be responsible for the completion of the project.
7. All foundation systems shall be designed and installed by the contractor. The contractor shall be responsible for the completion of the project.
8. All foundation systems shall be designed and installed by the contractor. The contractor shall be responsible for the completion of the project.
9. All foundation systems shall be designed and installed by the contractor. The contractor shall be responsible for the completion of the project.
10. All foundation systems shall be designed and installed by the contractor. The contractor shall be responsible for the completion of the project.



2. Attach the geotextile filter fabric to each post with a minimum of 2 (two) fasteners per post and overlap the fabric a minimum of 12 inches (305 mm).

Acceptable fasteners include staples, spikes, or wire ties.

Geotextile Fabric (minimum)	Test Method	ASTM/ISO
Coarse strength	ASTM D 4832	
Mass per unit area	ASTM D 4832	600 g/m ²
Permeability	ASTM D 4491	0.05 sec-1
Applied tearing load*	ASTM D 751	0.50 m-lb
Unstretched stability (tensile strength)	ASTM D 5035	70% after 500 hours

(Note: *For alignment curving use represents maximum average of value.)

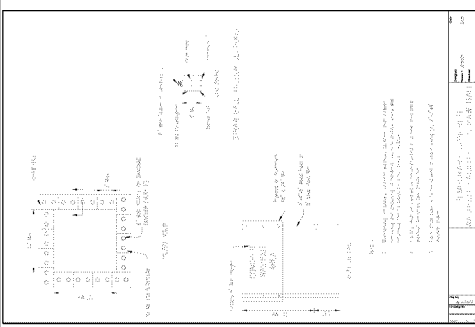
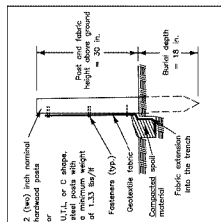
2. Set paths and subgrade or fill—stretch a 6-inch deep trench upside along the line of the post.

3. Backfill and compact the excavated spoil materials.

Geotextile Fabric (minimum)	Test Method	ASTM/ISO
Coarse strength	ASTM D 4832	
Mass per unit area	ASTM D 4832	600 g/m ²
Permeability	ASTM D 4491	0.05 sec-1
Applied tearing load*	ASTM D 751	0.50 m-lb
Unstretched stability (tensile strength)	ASTM D 5035	70% after 500 hours

(Note: *For alignment curving use represents maximum average of value.)

SILT FENCE DETAIL



1. *What is the purpose of the study?* The purpose of the study is to investigate the effect of the use of a computer-based learning system on the learning of the English language.

2. *What is the research question?* The research question is: "What is the effect of the use of a computer-based learning system on the learning of the English language?"

3. *What is the hypothesis?* The hypothesis is that the use of a computer-based learning system will have a positive effect on the learning of the English language.

4. *What is the independent variable?* The independent variable is the use of a computer-based learning system.

5. *What is the dependent variable?* The dependent variable is the learning of the English language.

6. *What is the sample size?* The sample size is 30 students.

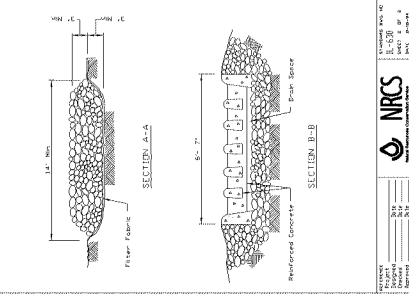
7. *What is the data collection method?* The data collection method is a pre-test and post-test design.

8. *What is the data analysis method?* The data analysis method is a t-test.

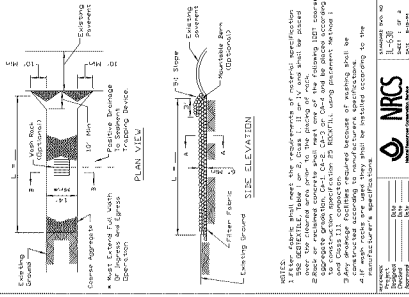
9. *What are the results of the study?* The results of the study show that the use of a computer-based learning system has a positive effect on the learning of the English language.

10. *What are the conclusions of the study?* The conclusions of the study are that the use of a computer-based learning system is an effective method for learning the English language.

STABILIZED CONSTRUCTION ENTRANCE PLAN

[illegible]

STABILIZED CONSTRUCTION ENTRANCE PLAN





dickson design
STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
224.241.8181

CLIENT NAME AND ADDRESS
THE HURON GROUP, INC.
147 LAKE COOK ROAD, SUITE 100W

MARCH 1, 2023

REVISIONS	
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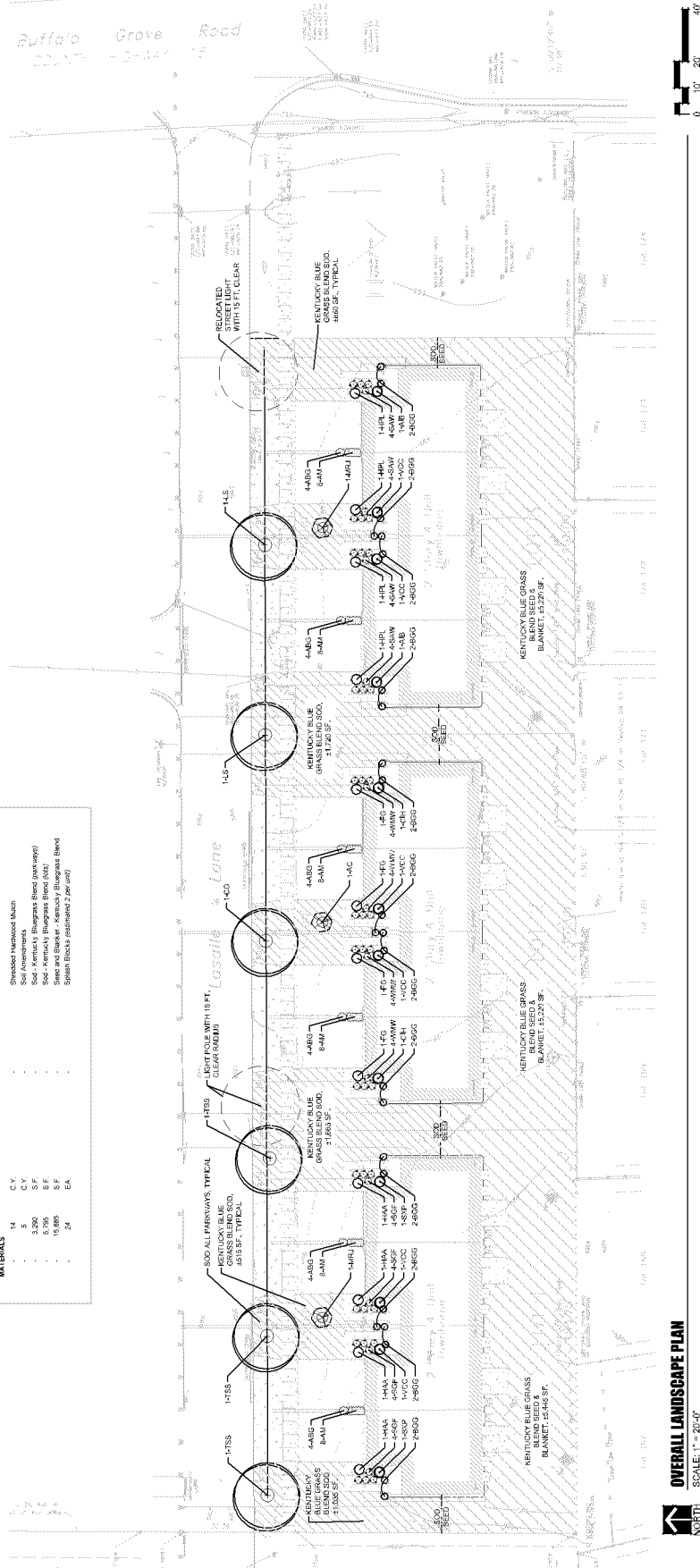
PROJECT NAME AND SWEET TIME

LaSALLE LANE TOWNHOMES
100 LaSalle Lane; Buffalo Grove, IL

LANDSCAPE PLAN

SHEET NUMBER

1.0

[illegible]

OVERALL LANDSCAPE PLAN
SCALE: 1" = 20'-0"



Action Item : Pre-Application Discussion- Proposed Self-Storage at 105 Lexington Drive

Recommendation of Action

Staff recommends discussion and referral to the Planning & Zoning Commission.

Buffalo Grove Self Storage, LLC is proposing a climate controlled self-storage facility on the property located at 105 Lexington Drive. The proposed 4-story building would be approximately 113,000 square feet in area. The development site is Lot 4 of the Bluestone Resubdivision, which includes the Ricky Rockets Gas Station, Convenience Store and Carwash development. The developer will provide the Village Board with an overview of their concept plan at the April 17, 2023 Village Board meeting.

ATTACHMENTS:

- BOT Memo (DOCX)
- Plan Set (PDF)

Trustee Liaison
Pike

Staff Contact
Nicole Woods, Community Development

Monday, April 17, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: April 17, 2023

TO: President Beverly Sussman and Trustees

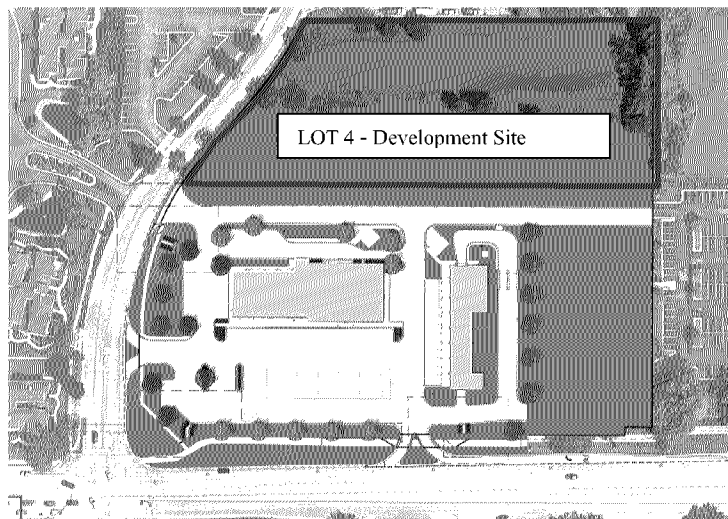
FROM: Nicole Woods, Director of Community Development
Kelly Purvis, Deputy Director of Community Development

SUBJECT: **Pre-Application Discussion** - Proposed Self Storage Facility at 105 Lexington Drive

Background

Buffalo Grove Self Storage, LLC is proposing a climate controlled self-storage facility on the property located at 105 Lexington Drive. The proposed 4-story building would be approximately 113,000 square feet in area.

The development site is Lot 4 of the Bluestone Resubdivision, which includes the Ricky Rockets Gas Station, Convenience Store and Carwash development. The subject property is 3.22-acres in area, but the north half of the site is used for stormwater detention for the entire subdivision.



Based upon the plans we have received at this time, the project will require an amendment to the Planned Unit Development approved by Ordinance No. 2021-67, approval of a self-storage use, and Preliminary Plan approval. Prior to starting the formal application process, the petitioner is seeking comments from the Village Board along with a referral to the Planning & Zoning Commission.

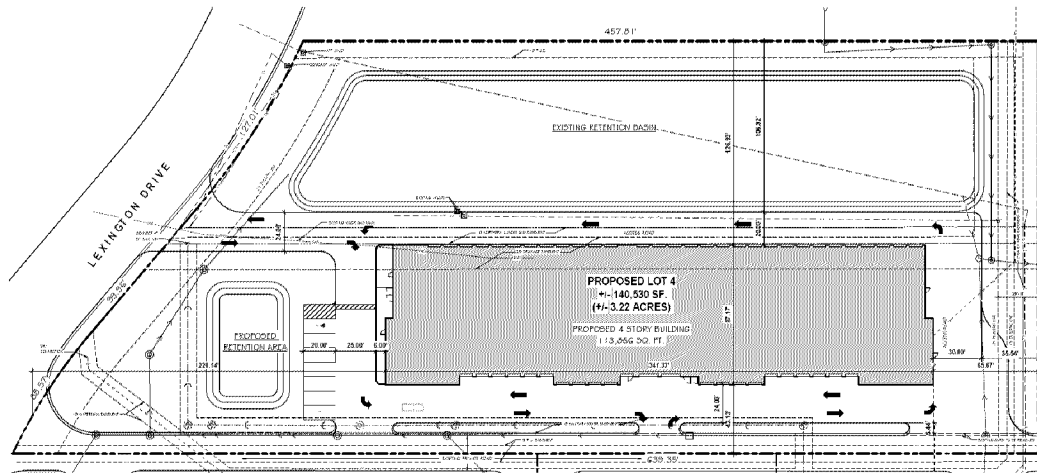
Proposed Plan

The petitioner is proposing to construct a four-story, climate controlled self-storage facility with 771 storage units. There will be storage bays on the first floor of the building that will be accessible from the exterior, however, the majority of the storage units will be accessed from the drive-in loading area on the south side of the building. A small office (approximately 400 square feet) will be located on the west side of the building.

Planning & Zoning Analysis

Use:

The 2009 Comprehensive Plan calls for the property to be an industrial use. The site was zoned Industrial and then rezoned to the B-3 District as part of the Ricky Rockets development. During the approval process for Rickey Rockets, this type of use was contemplated as part of the project. However, at that time, the developer did not proceed with a self-storage facility. Self-storage is not permitted in the B-3 District and would require approval as part of the amendment to the PUD.



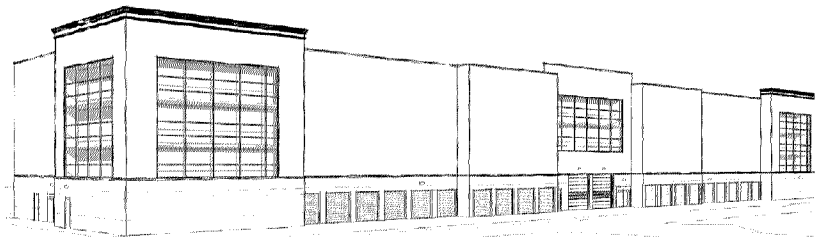
Site Access, Circulation, and Parking:

A new, full-access curb cut is proposed along Lexington Drive. The storage facility would also be accessible from the existing shared private drive north of the Ricky Rockets site. The site will have one-way traffic circulation on the north, east and west sides of the building and two-way circulation on the south.

A total of 7 parking stalls (1 ADA compliant) are provided on the site. The Village Code does not have a parking requirement specific to self-storage facilities. However, the proposed number is deemed reasonable.

Landscaping and Building Elevations:

The petitioner has provided a preliminary landscape plan showing the addition of shade and ornamental trees and evergreen shrubs. The proposed elevations are included in the packet.



Process

Once the Board provides its feedback, the item can be referred to the Planning and Zoning Commission to discuss more specific details concerning parking, setbacks, building design, signage and other bulk regulations. Based on the current configuration, the following approvals will be required:

- Amendment to the Planned Development Ordinance
- Approval of the self-storage use
- Preliminary plan approval

Action Requested

The Petitioner is seeking comments from the Village Board related to the proposed plan. Should the Board conceptually support the plan, the item can be referred to the Planning and Zoning Commission for discussion of specific details including parking, landscaping, and other zoning requirements.



March 28, 2023

Nicole Woods, AICP
 Kelly Purvis, AICP
 Village of Buffalo Grove
 50 Raupp Boulevard
 Buffalo Grove, IL 60089

**RE: Project Description Narrative Statement
 Climate Controlled Self-Storage Facility
 105 Lexington Drive
 Buffalo Grove, IL 60089**

Project Narrative,

This project consists of developing the currently vacant site located at 105 Lexington Drive (currently zoned B-3, Planned Business Center District) to include a four-story 112,268 SF Climate Controlled Self-Storage Facility and will require an amendment to the underlying PUD and Preliminary Plan Review as well as potential variations as determined by staff when the complete project package is submitted. The site is 3.22 acres (140,530 SF) in size and is currently vacant with a storm water detention facility situated on more than half of the northern portion of the site. The buildable area of the site is an unusually long (east-west) and narrow (north-south) portion of the southern half of the site. The northern portion of the site was used to create storm water detention for the entire four lot re-subdivision project which includes Ricky Rockets, a car wash and a third development lot along Lake Cook Road. The configuration of the buildable area forces a long and narrow building as indicated by the preliminary plans submitted. To break this up the proposed building has been articulated with sections of the southern elevation bumping out to the south, east and west to give the appearance of a series of smaller elevations. Additionally, the top of the exterior walls at the southeast and southwest corners have been articulated with a cornice. The site will be landscaped per Village Ordinance.

Some facts about Climate Controlled Self-Storage Facilities:

- This type of self-storage facility (climate controlled with interior load-in/load-out) are extremely desirable to the market for both residential and commercial storage.

An Illinois Licensed Professional Design Firm #184.002314

- It is a benign use that, unlike other commercial uses, does not create noise, smells or vibration. Other "Of Right" commercial users can have 20-30 employees (20-30 employee vehicles daily).
- This facility will typically have 1 – 2 employees onsite at a time.
- On a busy day, this facility will have 6-8-10 customer trips.
- The facility is a very secure, quiet, and well-lit neighbor.
- This facility maintains normal business hours, typically 8AM to 8PM. Hours may be adjusted slightly based on local customer needs. Doors are locked and access is gained by tenants with a key code. After hours visits to the interior of the building are restricted unless prior arrangements are made in case of an emergency.
- This facility will have security cameras both inside and outside the building.
- This facility will have one two-yard dumpster located inside the drive-in loading area for management use. Tenants are responsible for removing their own garbage.

We look forward to meeting at the Preliminary Review to discuss this project. Should you have any questions prior to the meeting do not hesitate to reach out!

Sincerely,

Architects' Studio, LLC



**Jeffrey Budgell, Architect
FALA, NCARB, LEED-AP**

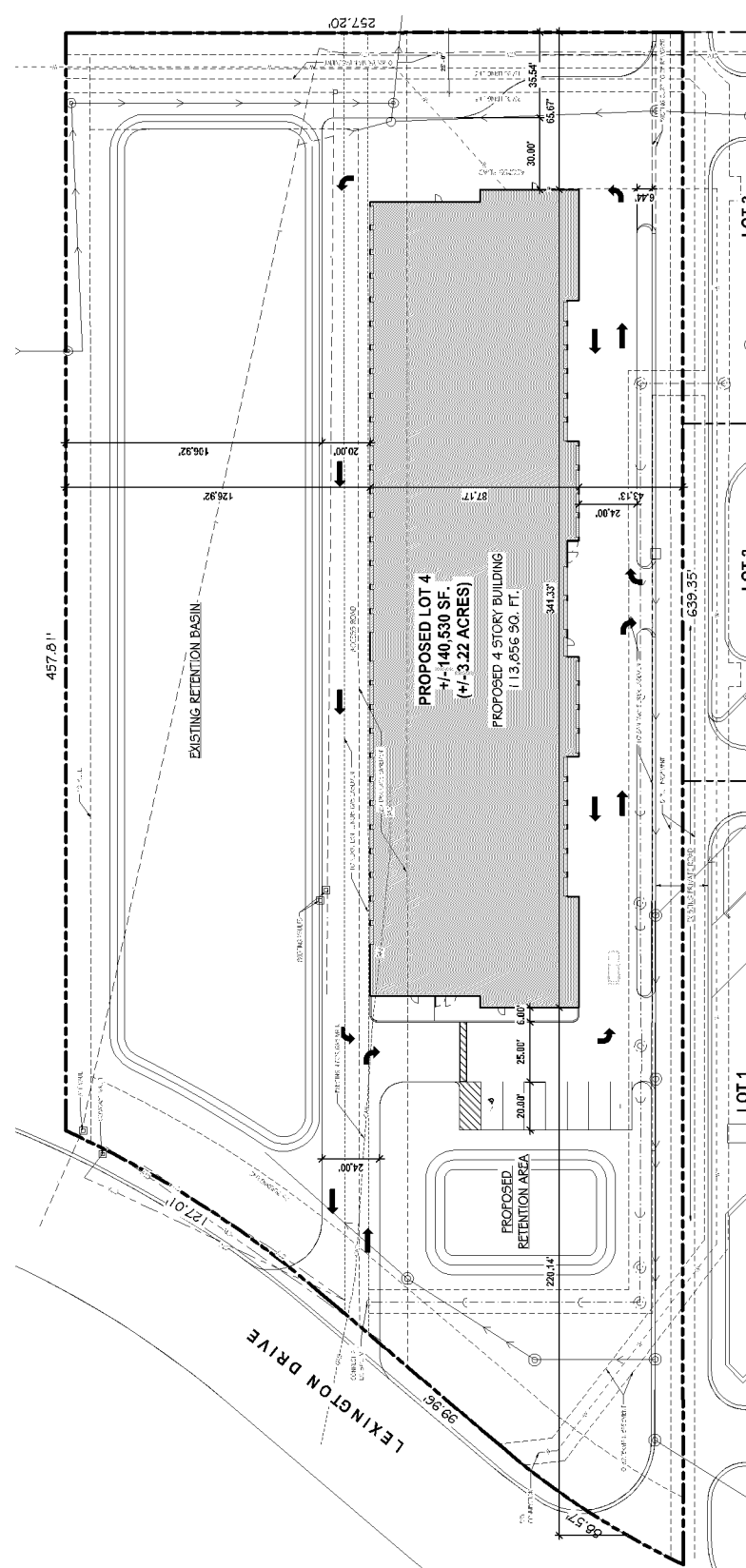
An Illinois Licensed Professional Design Firm #184.002314

PRELIMINARY

220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

1 PRELIMINARY ARCHITECTURAL SITE PLAN
A.P. SCALE: 1" = 20'-0"

1
A.D. 1 SCALE: 1" = 20'-0"

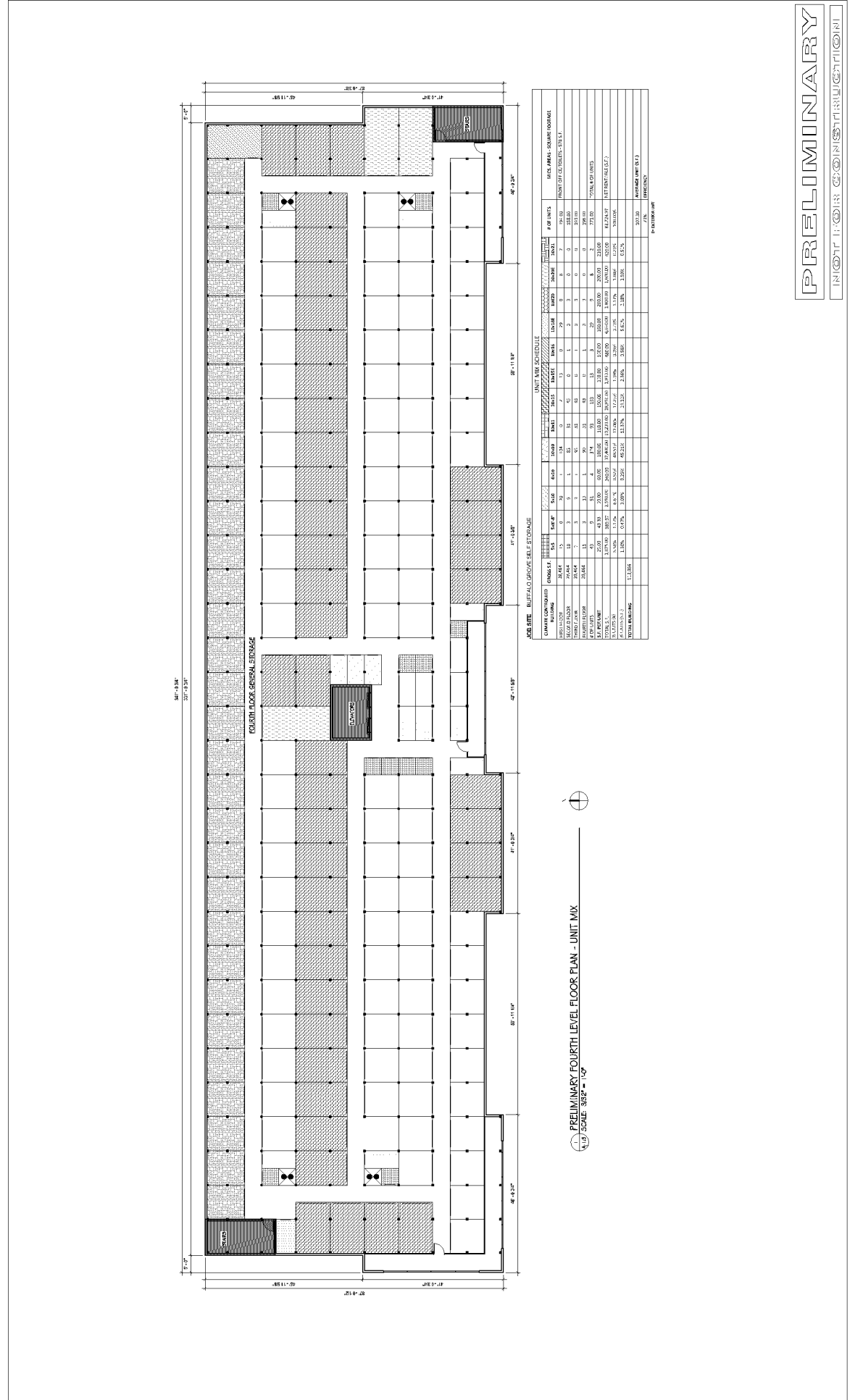


UTILITY LEGEND	
	SEWER/SANITARY SERVICE LINE
	STORM DRAIN
	WATER LINE
	GAS LINE
	CABLE LINE
	TELEPHONE LINE
	MANHOLE

UTILITY LEGEND

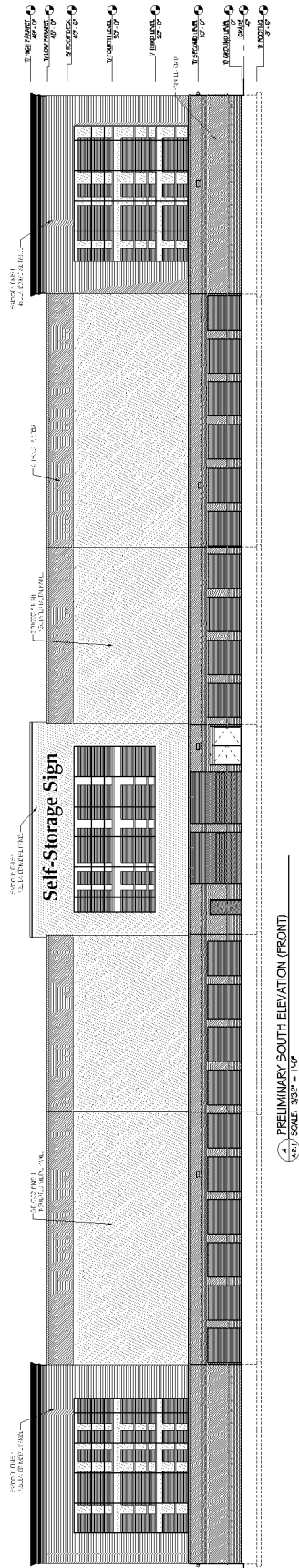
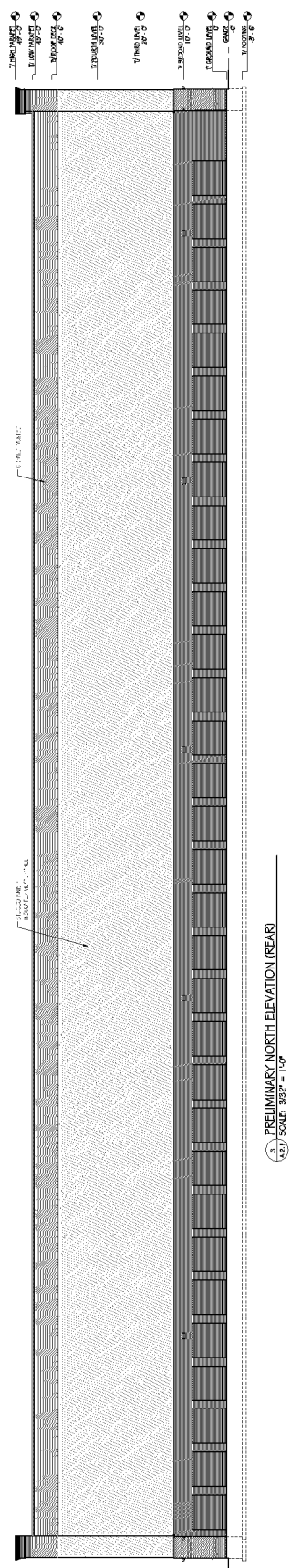
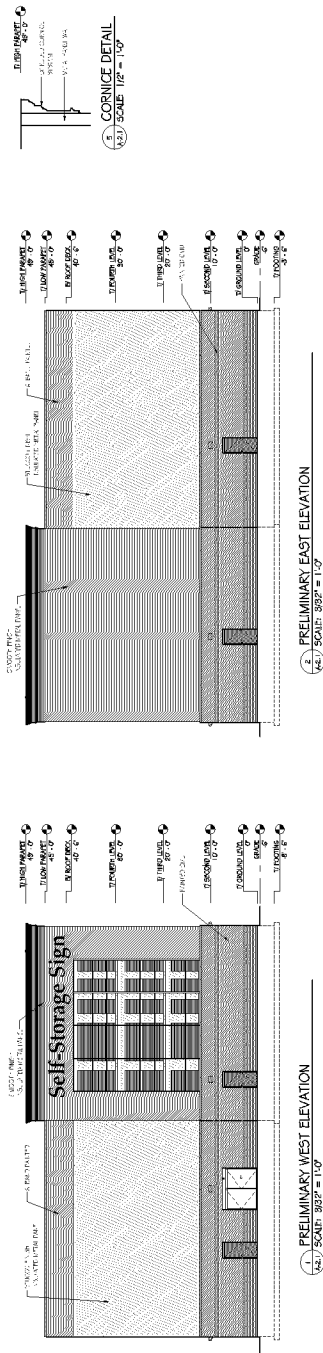


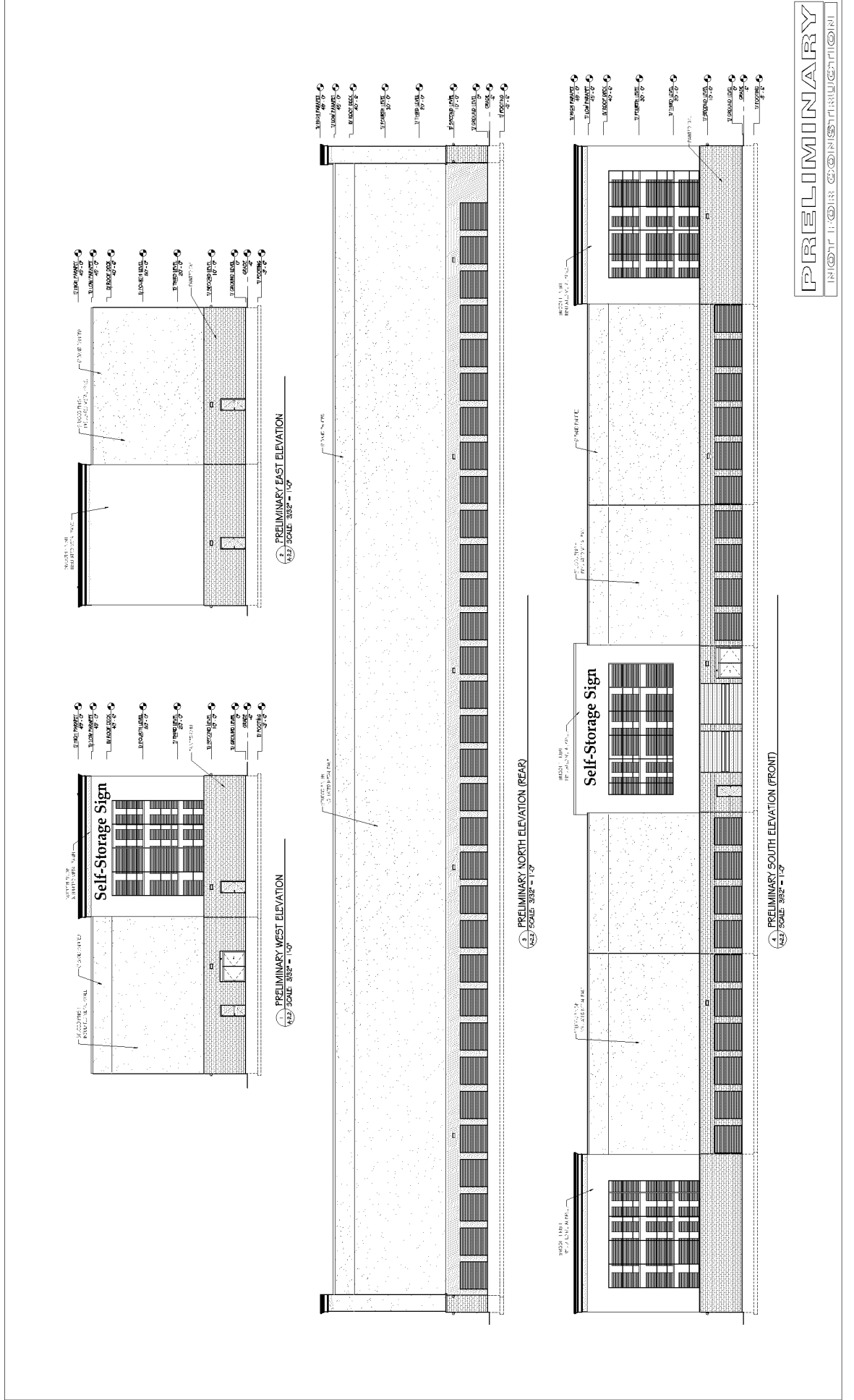






PRELIMINARY





PRELIMINARY

A-2.3

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ISSUED FOR:
04/11/23

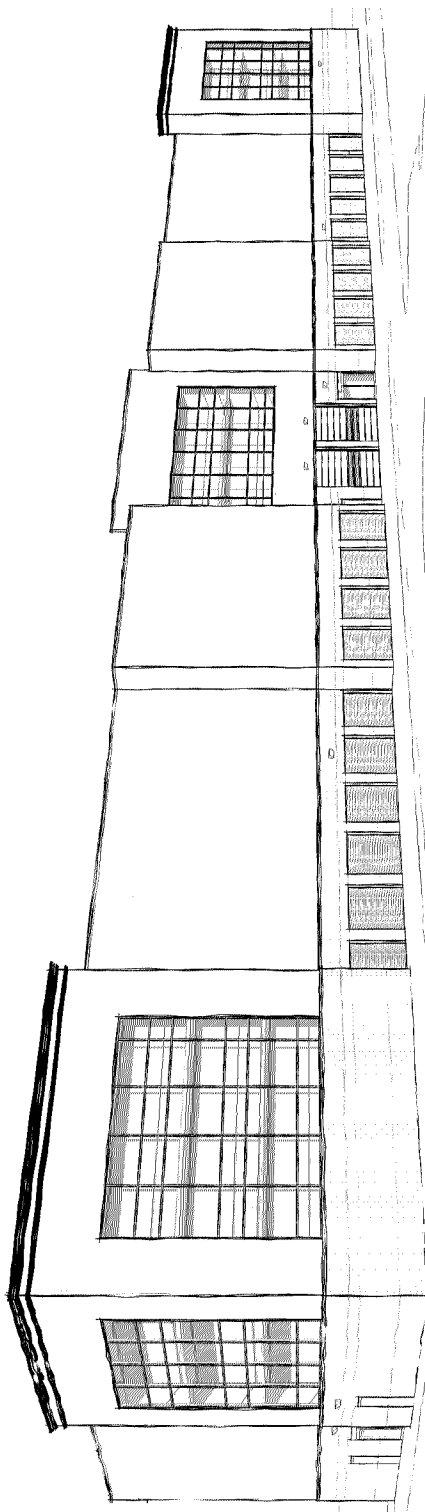
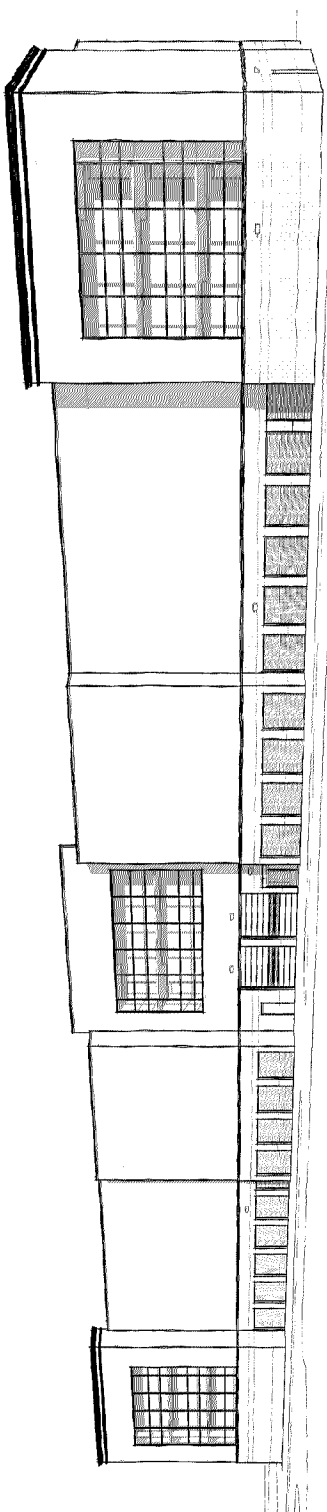
PERSPECTIVES

SELF STORAGE FACILITY
105 LEXINGTON DR
BURNATO GROVE, IL 60090

學正[人正] 80%

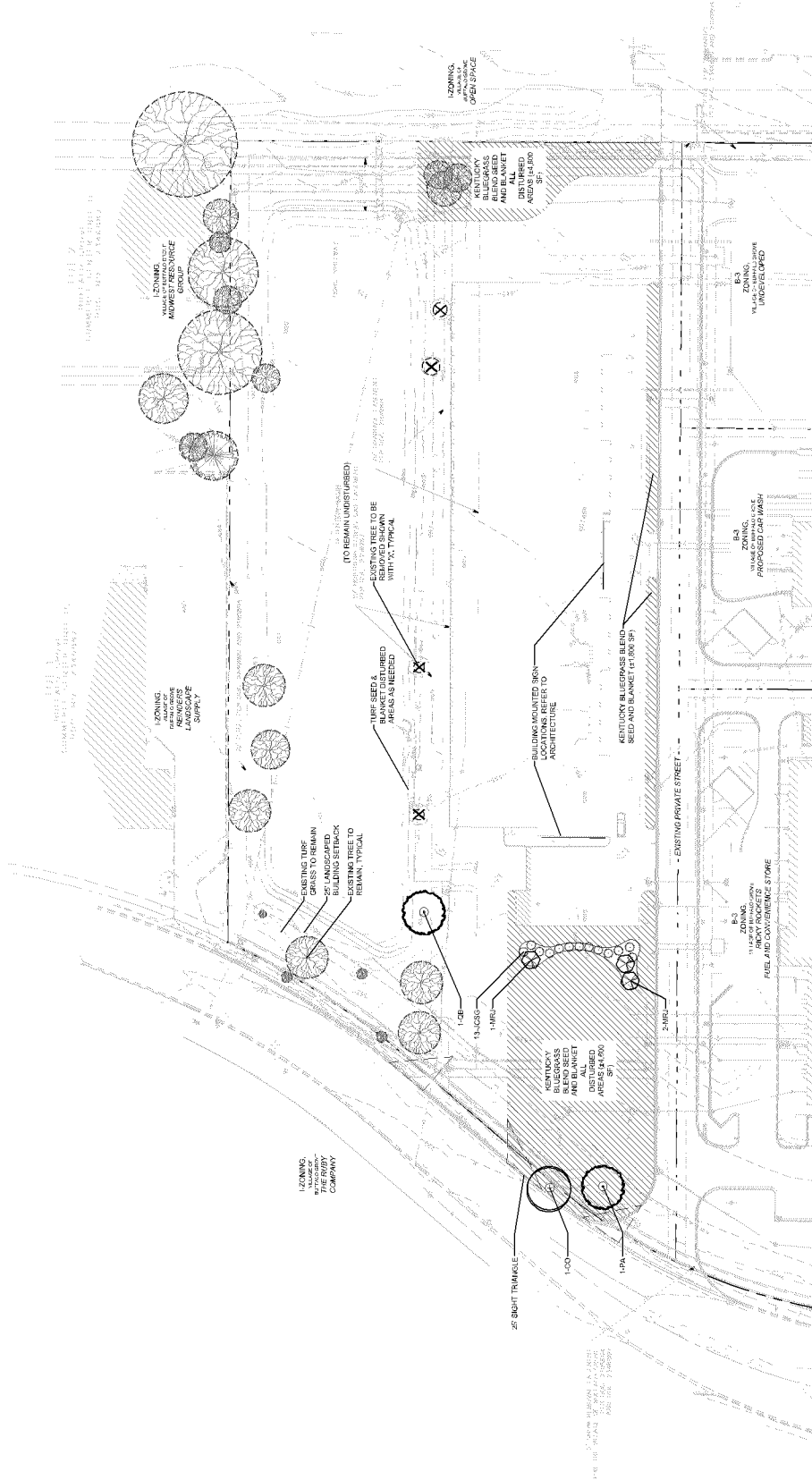
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architects' studio



PLANT & MATERIALS LIST

CODE	QTY	SIZE	BOTANICAL NAME	COMMON NAME
Shade Trees				
CE	1	3.0" caliper	<i>Celtis occidentalis</i>	Hickory
PA	1	2.5" caliper	<i>Platanus acerifolia</i>	London Planetree
OB	1	2.5" caliper	<i>Quercus bicolor</i>	Swarth White Oak
Ornamental Trees				
MRJ	3	6' high	<i>Nolina x Red Jewel</i>	Red Jewel Flowering Caneplume
Evergreen Shrubs				
JCSO	13	3 Gal./24"	<i>Juniperus chinensis 'Sue Owe'</i>	Sue Owe Juniper
Materials				
	1	C.V.	-	Soil Amendment
	3	C.V.	-	Shaded Hardwood Mulch
	TBD	S.F.	-	Kentucky Bluegrass Blend Seed & Blanket



dickson design
studio
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
224.241.8181

CLIENT NAME AND ADDRESS
**BUFFALO GROVE
SELF STORAGE, LLC**
224.241.8181
5100 WILSON ST.
CHICAGO, IL 60641
PLAN DATE
MARCH 10, 2023

REVISIONS
1. 02/24/23 PER STAFF COMMENTS
2.
3.
4.
5.
6.
7.
8.
9.
10.

PROJECT NAME AND SHEET TITLE
**BUFFALO GROVE
SELF STORAGE
BUFFALO GROVE, IL
PRELIMINARY LANDSCAPE PLAN**

SHEET NUMBER
L1.0

TREE PRESERVATION & REMOVAL AND PROPOSED LANDSCAPE PLAN
SCALE: 1" = 30'-0"

