



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
March 20, 2023 at 7:30 PM

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

1. Call to Order

- A. Pledge of Allegiance

2. Approval of Minutes

- A. Village Board - Regular Meeting - Feb 21, 2023 7:30 PM
B. Village Board - Committee of the Whole - Mar 6, 2023 7:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1353 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

- A. Proclamation Recognizing the Legacy of the Buffalo Grove Days Committee (President Sussman) (Staff Contact: Michael Skibbe)
B. Proclamation Recognizing Paulette Greenberg's Years of Outstanding Volunteerism and Leadership (President Sussman) (Staff Contact: Michael Skibbe)

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 Earth Hour 2023 (President Sussman) (Staff Contact: Brett Robinson)
SUMMARY: A proclamation recognizing Earth Hour.
- B. Proclamation Recognizing March as Developmental Disabilities Awareness Month in the Village of Buffalo Grove (President Sussman) (Staff Contact: Evan Michel)
SUMMARY: A proclamation recognizing March as Developmental Disabilities Awareness Month in the Village of Buffalo Grove.
- C. Rejection of Bridge Painting Bids, Waive Bids, and Authorization to Negotiate Contract (Trustee Smith) (Staff Contact: Kyle Johnson)
SUMMARY: Based upon a review of the bids, staff recommends the Village Board reject bids for the 2023 Bridge Painting Project, waive bids, and provide authorization to negotiate with Contractor's to provide a more favorable cost and construction schedule.

- D. O-2023-22 901 Corporate Grove Drive Development Improvement Agreement (Trustee Smith) (Staff Contact: Darren Monico)
- SUMMARY: Staff recommends approval of the Development Improvement Agreement for a car wash development at the at 901 Corporate Grove, subject to the receipt of the required fees, approval of final engineering plans, and Village Attorney review.
- E. O-2023-23 An Ordinance Amending Chapter 5.20, Liquor Controls, of the Buffalo Grove Municipal Code (President Sussman) (Staff Contact: Jessie Brown)
- SUMMARY: There are several changes to existing liquor licenses as well as new license reservations. All changes are included in the attached ordinance updating Section 5.20.072.
- F. O-2023-24 Aldridge Electric Street Light Contract (Trustee Smith) (Staff Contact: Jim Warnstedt)
- Staff is requesting approval from the Village Board to authorize 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.
- G. O-2023-25 Com-Ed Buffalo Grove Settlement Agreement (Trustee Smith) (Staff Contact: Dane Bragg)
- Staff recommends 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.
- H. O-2023-26 Lake County Intergovernmental Agreement (Arlington Heights Rd) (Trustee Smith) (Staff Contact: Kyle Johnson)
- SUMMARY: Lake County and the Village are proposing to enter into an Inter-Governmental 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.
- I. R-2023-5 Resolution Adopting the 2023 Zoning Map (Trustee Pike) (Staff Contact: Andrew Binder)
- SUMMARY: Pursuant to State Statue, the Village of Buffalo Grove is required to publish its official zoning map by March 31, 2023. The latest zoning map is attached and reflects two changes in 2022.
- J. R-2023-4 A Resolution Authorizing the Execution of a License Agreement for Food Service at the Buffalo Grove Commuter Rail Station (Trustee Weidenfeld) (Staff Contact: Brett Robinson)
- SUMMARY: The current owner of Java Junction, the coffee shop at the Metra commuter rail station, has elected to retire and sell their business to Hamid Javed. Staff believes it is in the best interests of the Village to continue to license food and beverage services at this location.
- K. R-2023-6 Resolution Authorizing Agreement Between Village and Community Consolidated District 21 to Provide School Resource Officer (Trustee Pike) (Staff Contact: Dane Bragg)
- Staff recommends approval of an agreement between the Village 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.

- L. O-2023-28 Ordinance Authorizing the Village Manager to Execute a Contract with BS&A for Community Development Cloud Software (Trustee Johnson) (Staff Contact: Nicole Woods)

Staff recommends authorizing the Village Manager to execute an agreement with BS&A Software Inc., for cloud-based 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.

9. Ordinances and Resolutions

- A. O-2023-27 Ordinance Authorizing Execution of an Agreement with North Star Place Branding + Marketing for Village Branding Services (Trustee Pike) (Staff Contact: Molly Gillespie)
- B. O-2023-29 Axon Body Cameras (Trustee Pike) (Staff Contact: Brian Budds)
- C. O-2023-30 Ordinance Authorizing the Lease and Maintenance of Cardiac Monitors from Zoll Medical Corporation (Trustee Pike) (Staff Contact: Mike Baker)
- D. O-2023-32 AIA Owner/Contractor Agreements for New Public Works Facility (Trustee Smith) (Staff Contact: Jim Warnstedt)
- E. O-2023-31 Ordinance Authorizing the Completion of a Feasibility and Eligibility Study for the Proposed 2023 Buffalo Grove Dundee Road TIF District (Trustee Smith, Trustee Johnson) (Staff Contact: Chris Stilling)
- F. O-2023-33 Ordinance Establishing a Tax Increment Financing Interested Parties Registry for the Proposed 2023 Buffalo Grove Dundee Road TIF District (Trustee Smith) (Staff Contact: Chris Stilling)
- G. R-2023-7 Inducement Resolution Regarding the Possible Adoption of the 2023 Buffalo Grove Dundee Road Tax Increment Financing District (Trustee Johnson) (Staff Contact: Chris Stilling)
- H. R-2023-8 Approve an Inducement Resolution with Shorewood Development Group for the Redevelopment of the Existing Vacant Car Dealership Site Located at 915-945 Dundee Road (Trustee Johnson) (Staff Contact: Chris Stilling)
- I. O-2023-34 Ordinance Authorizing the Purchase of Five Ford Police Interceptor Utility Vehicles from Morrow Brothers Ford (Trustee Smith) (Staff Contact: Jim Warnstedt)
- J. O-2023-35 Ordinance Authorizing a Construction Contract with Chicagoland Paving Contractors, Inc. (Trustee Smith) (Staff Contact: Kyle Johnson)
- K. O-2023-36 Ordinance Authorizing the Purchase of Four Vehicles from Arlington Heights Ford (Trustee Smith) (Staff Contact: Jim Warnstedt)
- L. O-2023-37 Buffalo Creek Stormwater Study (Trustee Smith) (Staff Contact: Kyle Johnson)
- M. O-2023-38 Ordinance Authorizing a Construction Contract with Alliance Contractors, Inc. (Trustee Smith) (Staff Contact: Kyle Johnson)
- N. O-2023-39 Ordinance Providing for Compensation of the Village Manager (President Sussman) (Staff Contact: Dane Bragg)

10. Unfinished Business

11. New Business

- A. Pre-Application Discussion Regarding a Special Use for an Adult-Use Cannabis Dispensary at 1355 W Dundee Road (Trustee Johnson) (Staff Contact: Chris Stilling)

12. Public Comment

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

13. Executive Session

14. Adjournment

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

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

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN
COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, TUESDAY, FEBRUARY 21, 2023**

CALL TO ORDER

Trustee Stein 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: Trustees Stein, Weidenfeld, Johnson, and Smith. Trustees Ottenheimer and Pike were absent. President Sussman was present remotely via audio/visual.

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

REMOTE ATTENDANCE

Moved by Weidenfeld, seconded by Johnson, to allow President Sussman to attend the meeting remotely via audio/visual due to a personal illness. Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Weidenfeld, Johnson, Smith

NAYS: 0 – None

ABSENT: 2 – Ottenheimer, Pike

Motion declared carried.

APPROVAL OF MINUTES

Moved by Smith, seconded by Weidenfeld, to approve the minutes of the January 3, 2023, Regular Meeting. Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Weidenfeld, Johnson, Smith

NAYS: 0 – None

ABSENT: 2 – Ottenheimer, Pike

Motion declared carried.

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

AYES: 4 – Stein, Weidenfeld, Johnson, Smith

NAYS: 0 – None

ABSENT: 2 – Ottenheimer, Pike

Motion declared carried.

WARRANT #1352

Mr. Black read Warrant #1352. Moved by Johnson, seconded by Weidenfeld, to approve Warrant #1352 in the amount of \$11,937,943.84 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Weidenfeld, Johnson, Smith

NAYS: 0 – None

ABSENT: 2 – Ottenheimer, Pike

Motion declared carried.

Minutes Acceptance: Minutes of Feb 21, 2023 7:30 PM (Approval of Minutes)

VILLAGE PRESIDENT'S REPORT

Cathy Novak and Karen Meadows provided an update on their “UKE” **Can Do It!** Program, which supports the Ukulele Kid’s Club, and has donated over 13,000 ukuleles to more than 300 music therapy programs all over the world. Ms. Novak and Ms. Meadows then presented specially decorated ukuleles to the Village of Buffalo Grove, the Buffalo Grove Police Department, the Buffalo Grove Fire Department, and the Buffalo Grove Park District, as they were thanked by the audience and the Board.

VILLAGE MANAGER'S REPORT

Chief Budds presented a brief background of the achievement and credentials of Buffalo Grove’s new **Deputy Chief Brian Spolar**, after which he administered the Oath of Office to Deputy Chief Spolar. Deputy Chief Spolar’s father then pinned on his badge as he was congratulated by the audience and the Board. Deputy Chief Spolar thanked his family and the Board for this honor and noted that he is excited and looking forward to continuing to serve the residents of Buffalo Grove.

Buffalo Grove Rotary Club President Lisa Siwek reviewed the backgrounds and accomplishments of **Special Commendation Award** recipient **Officer Dawid Wojs** and **Police Officer of the Year Award** recipient **Sergeant Jaime Verduzco**, after which she presented them with their awards as they were congratulated and thanked by the audience and the Board.

REPORTS FROM TRUSTEES

There were no reports from Trustees tonight.

CONSENT AGENDA

Trustee Stein 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 – National Engineers Week

Motion to approve a Proclamation recognizing National Engineers Week from February 19-25, 2023.

Community Rating System

Motion to approve the Community Rating System 2023 Annual Recertification. The Village participates in the Community Rating System (CRS) by the National Flood Insurance Program (NFIP), and as part of this participation, certain documents are required to be supplied to the community’s governing board.

Ordinance No. 2023-5 – MABAS

Motion to pass Ordinance No. 2023-5 MABAS Agreement Ordinance Revision. The Buffalo Grove Fire Department has been a member of the Mutual Aid Box Alarm System (MABAS) since 1989. In 2022 MABAS approved a revised master agreement that addresses the changes in liability and federal funding.

Ordinance No. 2023-6 – Pavement Striping

Motion to pass Ordinance No. 2023-6 approving Pavement Striping Purchase through the Suburban Purchasing Cooperative. This authorizes the Village Manager to purchase pavement striping construction services through the Suburban Purchasing Cooperative program in accordance with the Illinois Governmental Joint Purchasing Act in a total not-to-exceed amount of \$75,000.00.

Ordinance No. 2023-7 – Denler, Inc.

Motion to pass Ordinance No. 2023-7 authorizing a Construction Contract with Denler, Inc. for the 2023 Crack Sealing Project. This project was awarded to Denler, Inc., the lowest responsible bidder in the amount of \$64,512.97, pending Village Attorney review and approval.

Ordinance No. 2023-8 – Ayres Associates, Inc.

Motion to pass Ordinance No. 2023-8, authorizing the Village Manager to execute an Agreement with Ayres Associates, Inc. for Geospatial Services, pending review and approval of the agreement by the Village Attorney.

Ordinance No. 2023-9 – 901 Corporate Grove Drive

Motion to pass Ordinance No. 2023-9, approving Preliminary Plan for Off-Street Parking Lot at 901 Corporate Grove Drive for Flextronics International.

Resolution No. 2023-2 – 2023 Volume Cap

Motion to pass Resolution No. 2023-2 reallocating the 2023 Volume Cap to the Village of Buffalo Grove. The Village is the host of the Private Activity Bond Clearinghouse for Lake County, and this is the annual Resolution that transfers the Village's Volume Cap to the Clearinghouse.

Resolution No. 2023-3 – Street Maintenance

Motion to pass Resolution No. 2023-3 for Calendar Year 2023 Village-Wide Street Maintenance Motor Fuel Tax. This meets the requirements of the Illinois Department of Transportation for the use of Motor Fuel Tax funds for FY 2023 for the Village-wide street maintenance program.

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

AYES: 4 – Stein, Weidenfeld, Johnson, Smith

NAYS: 0 – None

ABSENT: 2 – Ottenheimer, Pike

Motion declared carried.

ORDINANCE NO. 2023-10 – MIKE RYLKO PARK

Moved by Weidenfeld, seconded by Smith, to pass Ordinance No. 2023-10, Mike Rylko Park IGA, authorizing the Village Manager to enter into an Intergovernmental Agreement and Addendum A with the Buffalo Grove Park District to commit \$600,000.00 toward the Mike Rylko Park Improvements, pending final review and approval by the Village Attorney.

Mr. Skibbe reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated February 21, 2023.

Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Weidenfeld, Johnson, Smith

NAYS: 0 – None

ABSENT: 2 – Ottenheimer, Pike

Motion declared carried.

ORDINANCE NO. 2023-11 – 951 McHENRY

Moved by Johnson, seconded by Smith, to pass Ordinance No. 2023-11, approving an Amendment to Preliminary Plan and Special Use with Height Variation at Mike Rylko Park located at 951 McHenry Road.

Ms. Woods reviewed the proposed ordinance, details of which are contained in the memo that she and Kelly Purvis sent to Mr. Bragg dated December 5, 2022.

Mike Maloney of the Buffalo Grove Park District provided an overview of the project.

Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Weidenfeld, Johnson, Smith
 NAYS: 0 – None
 ABSENT: 2 – Ottenheimer, Pike
 Motion declared carried.

ORDINANCE NO. 2023-12 – BRUSH CHIPPER

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2023-12, authorizing the Village Manager to purchase a brush chipper from Alexander Equipment Co. through the Sourcewell Purchasing Cooperative in accordance with the Illinois Joint Purchasing Act in an amount not to exceed \$141,283.66.

Mr. Warnstedt reviewed the proposed ordinance, details of which are contained in the memo from Josh Wallace to Mr. Bragg dated February 15, 2023.

Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Weidenfeld, Johnson, Smith
 NAYS: 0 – None
 ABSENT: 2 – Ottenheimer, Pike
 Motion declared carried.

ORDINANCE NO. 2023-13 – CONSTRUCTION CONTRACT

Moved by Smith, seconded by Weidenfeld, to pass Ordinance No. 2023-13, approving a contract with Schroeder & Schroeder, Inc. for 2023 MFT Sidewalk Improvements in the amount of \$268,070.99.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated February 15, 2023.

Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Weidenfeld, Johnson, Smith
 NAYS: 0 – None
 ABSENT: 2 – Ottenheimer, Pike
 Motion declared carried.

ORDINANCE NO. 2023-14 – AMBULANCE PURCHASE

Moved by Weidenfeld, seconded by Smith, to pass Ordinance No. 2023-14, authorizing the purchase an ambulance from Foster Coach Sales, Inc.

Deputy Chief Kane reviewed the proposed ordinance, details of which are contained in Chief Baker's memo to Mr. Bragg dated February 15, 2023.

Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Weidenfeld, Johnson, Smith
 NAYS: 0 – None
 ABSENT: 2 – Ottenheimer, Pike
 Motion declared carried.

ORDINANCE NO. 2023-15 – GOLF COURSE MAINTENANCE

Moved by Weidenfeld, seconded by Johnson, to pass Ordinance No. 2023-15, authorizing execution of a contract with Reliable Property Services, LLC for Golf Course Maintenance Services in an amount not to exceed \$3,612,175.00 for the initial three-year term, pending final review and approval by the Village Attorney.

Mr. Tollefson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated February 15, 2023.

Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Weidenfeld, Johnson, Smith

NAYS: 0 – None

ABSENT: 2 – Ottenheimer, Pike

Motion declared carried.

ORDINANCE NO. 2023-16 – CONSTRUCTION CONTRACT

Moved by Smith, seconded by Weidenfeld, to pass Ordinance No. 2023-16, authorizing a Construction Contract with National Power Rodding Corp. in the amount of \$203,221.63, pending review and approval by the Village Attorney.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated February 15, 2023.

Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Weidenfeld, Johnson, Smith

NAYS: 0 – None

ABSENT: 2 – Ottenheimer, Pike

Motion declared carried.

ORDINANCE NO. 2023-17 – CONSTRUCTION CONTRACT

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2023-17, authorizing a Construction Contract with Chicagoland Trenchless Rehabilitation, Inc. in the amount of \$172,088.29, pending review and approval by the Village Attorney.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated February 15, 2023.

Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Weidenfeld, Johnson, Smith

NAYS: 0 – None

ABSENT: 2 – Ottenheimer, Pike

Motion declared carried.

ORDINANCE NO. 2023-18 – CONSTRUCTION CONTRACT

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2023-18, authorizing a Construction Contract with Chicagoland Paving Contractors, Inc. in the amount of \$198,000.00, pending review and approval by the Village Attorney.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated February 15, 2023.

Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Weidenfeld, Johnson, Smith
 NAYS: 0 – None
 ABSENT: 2 – Ottenheimer, Pike
 Motion declared carried.

ORDINANCE NO. 2023-19 – 400 LaSALLE LANE

Moved by Johnson, seconded by Weidenfeld, to pass Ordinance No. 2023-19, authorizing the Village President to execute a Purchase Agreement with THG Holdings, LLC for the sale of 400 LaSalle Lane

Mr. Stilling reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated February 14, 2023.

Upon roll call, Trustees voted as follows:

AYES: 5 – Stein, Weidenfeld, Johnson, Smith, Sussman
 NAYS: 0 – None
 ABSENT: 2 – Ottenheimer, Pike
 Motion declared carried.

ORDINANCE NO. 2023-20 – TEXT AMENDMENT

Moved by Johnson, seconded by Weidenfeld, to pass Ordinance No. 2023-20, approving a Text Amendment in the I District allowing for a Public Works facility as a Special Use.

Ms. Woods reviewed the proposed ordinance, details of which are contained in the memo that she and Kelly Purvis sent to Mr. Bragg dated February 21, 2023.

Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Weidenfeld, Johnson, Smith
 NAYS: 0 – None
 ABSENT: 2 – Ottenheimer, Pike
 Motion declared carried.

ORDINANCE NO. 2023-21 – 1650 LEIDER LANE

Moved by Johnson, seconded by Smith, to pass Ordinance No. 2023-21, approving Special Use and Preliminary Plan with Zoning Variations for New Public Works Facility at 1650 Leider Lane

Ms. Woods reviewed the proposed ordinance, details of which are contained in the memo that she and Kelly Purvis sent to Mr. Bragg dated February 21, 2023.

Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Weidenfeld, Johnson, Smith
 NAYS: 0 – None
 ABSENT: 2 – Ottenheimer, Pike
 Motion declared carried.

2020 OLIVE HILL DRIVE

Moved by Johnson, seconded by Smith, to refer proposed park improvements at Prairie Grove Park at 2020 Olive Hill Drive to the Planning & Zoning Commission for review.

Ms. Woods reviewed the proposed ordinance, details of which are contained in the memo that she and Kelly Purvis sent to Mr. Bragg dated February 21, 2023.

Tim Howe and Mike Maloney presented an overview of the project, after which they answered questions from the Board.

Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Weidenfeld, Johnson, Smith
 NAYS: 0 – None
 ABSENT: 2 – Ottenheimer, Pike
 Motion declared carried.

22771-22825 N. PRAIRIE ROAD

Moved by Johnson, seconded by Weidenfeld, to refer Proposed Townhome Development at 22771-22825 N. Prairie Road to the Planning & Zoning Commission for review.

Ms. Woods reviewed the proposed ordinance, details of which are contained in the memo that she and Kelly Purvis sent to the Board dated February 21, 2023.

David Schwartz presented an overview of the project, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Weidenfeld, Johnson, Smith
 NAYS: 0 – None
 ABSENT: 2 – Ottenheimer, Pike
 Motion declared carried.

400 LaSALLE

Moved by Johnson, seconded by Weidenfeld, to refer Proposed 12-Unit Townhome Development at 400 LaSalle to the Planning & Zoning Commission for review.

Mr. Stilling reviewed the proposed ordinance, details of which are contained in his memo to the Board dated February 21, 2023.

Derick Goodman presented an overview of the project.

Upon roll call, Trustees voted as follows:

AYES: 4 – Stein, Weidenfeld, Johnson, Smith
 NAYS: 0 – None
 ABSENT: 2 – Ottenheimer, Pike
 Motion declared carried.

QUESTIONS FROM THE AUDIENCE

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

ADJOURNMENT

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

AYES: 4 – Stein, Weidenfeld, Johnson, Smith
 NAYS: 0 – None
 ABSENT: 2 – Ottenheimer, Pike
 Motion declared carried.

The Regular Meeting was adjourned at 8:59 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 20th DAY OF March 2023

Village President

Minutes Acceptance: Minutes of Feb 21, 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, MARCH 6, 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, Ottenheimer, Weidenfeld, Johnson, Smith and Pike.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Christine Berman, Deputy Finance Director; Art Malinowski, Director of Human Resources; Molly Gillespie, Communications Director; Nicole Woods, Director of Community Development; Darren Monico, Village Engineer; Brett Robinson, Administrative Services Director; Police Chief Budds; Fire Chief Baker; Deputy Fire Chief Kane.

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.

PRESIDENT'S REPORT

President Sussman recognized that tomorrow, **March 7, 2023**, is the 65th anniversary of Buffalo Grove's incorporation as a Village.

President Sussman also noted that March is **Women's History Month**.

PUBLIC WORKS EMPLOYEE OF THE YEAR

Mr. Skibbe noted it is a pleasure to award the 2022 Employee of the Year Award to Mike Marquardt, as he reviewed a list of Mr. Marquardt's achievements and accomplishments throughout his 20-year tenure with the Village of Buffalo Grove. A video of Mr. Marquardt's typical day and responsibilities was then viewed by all. Mr. Marquardt thanked the Board, the staff, his co-workers and his family for their support as he was congratulated for the audience and the Board.

FIRE DEPARTMENT ZOLL 1 PROGRAM

Deputy Chief Kane then presented an overview of the Zoll 1 Program for Board consideration at a future date, details of which are contained in the memo to Mr. Bragg of February 10, 2023, that he and Tina Hayes, EMS Coordinator, prepared.

COMMUNITY EVENTS COMMITTEE

Ms. Gillespie presented an update on the newly formed Community Events Committee, reviewing a PowerPoint presentation along with her remarks.

QUESTIONS FROM THE AUDIENCE

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

EXECUTIVE MEETING

Moved by Stein, seconded by Ottenheimer, to move to Executive Session to discuss: **Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity.** 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 7:52 P.M. to 8:53 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 8:54 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 20th DAY OF March 2023

Village President

Minutes Acceptance: Minutes of Mar 6, 2023 7:30 PM (Approval of Minutes)



Action Item : Approval of Warrant #1353

Recommendation of Action

Staff recommends approval.

TOTAL WARRANT #1353- \$4,727,100.66.

ATTACHMENTS:

- Warrant 1353 for 3202023 Cover Page(PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Black, Finance

Monday, March 20, 2023	
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VILLAGE OF BUFFALO GROVE WARRANT #1353
20-Mar-23

General Fund:	1,286,472.09
Parking Lot Fund:	240.43
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations:	131,428.45
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	78,435.41
Capital Projects-Vehicles/Equipment:	226,813.78
Capital Projects-Streets:	52,422.06
Retiree Health Savings (RHS):	1,042.85
Water Fund:	379,871.28
Buffalo Grove Golf Fund:	5,675.72
Arboretum Golf Fund:	24,977.05
Refuse Service Fund:	81,437.11
Information Technology Internal Service Fund:	86,052.69
Central Garage Internal Service Fund:	134,359.73
Building Maintenance Internal Service Fund:	141,877.14
	<u>2,631,105.79</u>
PAYROLL PERIOD ENDING 2/26/23	1,057,601.83
PAYROLL PERIOD ENDING 3/12/23	1,038,393.04
	2,095,994.87
TOTAL WARRANT #1353	<u><u>4,727,100.66</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 1353 for 3202023 Cover Page (Approval of Warrant #1352)



Information Item : Proclamation Recognizing the Legacy of the Buffalo Grove Days Committee

Recommendation of Action

n/a

A proclamation recognizing the indelible legacy and impact of the Buffalo Grove Days Committee on the history of the Village of Buffalo Grove.

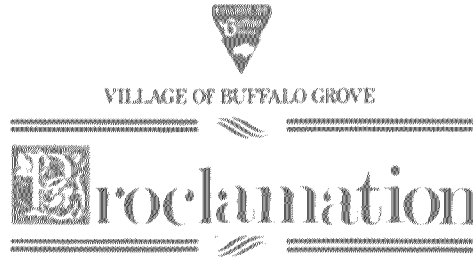
ATTACHMENTS:

- BG Days Proc 23 (DOC)

Trustee Liaison
Sussman

Staff Contact
Michael K Skibbe, Public Works

Monday, March 20, 2023



Village of Buffalo Grove

PROCLAMATION RECOGNIZING LEGACY OF THE BUFFALO GROVE DAYS COMMITTEE

WHEREAS, the Buffalo Grove Days Committee had been an integral part of our community for sixty-one years, bringing together residents and visitors alike to celebrate the unique spirit of our Buffalo Grove; and

WHEREAS, the Buffalo Grove Days has its origins with the first homeowners in the community joining together and holding a steer roast. This humble event grew into the large festival with a parade that generations of Buffalo Grove residents have enjoyed; and

WHEREAS, the Buffalo Grove Days Committee was formally enumerated as a standing committee in the Municipal Code in 1961; and

WHEREAS, the Buffalo Grove Days Committee was made up of a dedicated core of committee chairs and co-chairs which over saw hundreds of volunteers which served on the committee over the past six decades; and

WHEREAS, the Buffalo Grove Days Committee worked tirelessly to plan and execute the annual five-day festival which showcased the best of Buffalo Grove, including live entertainment, local food, family-friendly activities, a carnival, and a wide range of events that celebrated the shared history and traditions of the village; and

WHEREAS, the Buffalo Grove Days Committee served as a shining example of civic engagement and volunteerism, bringing together individuals and organizations from all walks of life to collaborate on a shared vision of a stronger, more vibrant community.

NOW THEREFOR, I, Beverly Sussman, President of the Village of Buffalo Grove do hereby recognize the indelible legacy and impact of the Buffalo Grove Days Committee on the history of the Village of Buffalo Grove.

FURTHER, I urge all residents to join me in celebrating the Buffalo Grove Days Committee, and in thanking its members for their tireless efforts to make our community a better place to live, work, and play.

Proclaimed this 20th day of March 2023.

Beverly Sussman,
Village President

Attachment: BG Days Proc 23 (BG Days Committee Proc)



**Information Item : Proclamation Recognizing Paulette Greenberg's
Years of Outstanding Volunteerism and Leadership**

Recommendation of Action

n/a

A proclamation recognizing Paulette Greenberg for her years of humble and faithful service to the people and for her outstanding volunteerism and leadership, which have made a significant and lasting impact on the community.

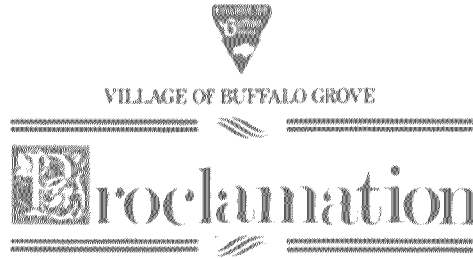
ATTACHMENTS:

- PG Proc 23 (DOC)

Trustee Liaison
Sussman

Staff Contact
Michael K Skibbe, Public Works

Monday, March 20, 2023



Village of Buffalo Grove

PROCLAMATION RECOGNIZING PAULETTE GREENBERG'S YEARS OF OUTSTANDING VOLUNTEERISM AND LEADERSHIP

WHEREAS, Paulette Greenberg has been a dedicated volunteer in the Village of Buffalo Grove for many decades, embodying the spirit of volunteerism and going above and beyond in her service to the community; and

WHEREAS, Paulette Greenberg's exemplary volunteerism includes serving as Buffalo Grove Days Co-Chair since January 1994. She worked tirelessly to plan and execute the annual five-day festival which showcased the best of Buffalo Grove, including live entertainment, local food, family-friendly activities, a carnival, and a wide range of events that celebrated the shared history and traditions of the village. During her time as Co-Chair of the festival she directed the work of hundreds of dedicated community volunteers; and

WHEREAS, Paulette Greenberg also served as a member and Chairperson of the Buffalo Grove Farmers Market Committee since March 2011, where she worked tirelessly to bring the market to community and ensure its success. Her dedication to the Farmers Market is exemplified through her commitment to its continual growth and evolution. She attended seminars on running markets in Illinois, continually researched best practices at other markets, and was always on the hunt for new vendors and ideas; and

WHEREAS, Paulette Greenberg was an integral member of the Village of Buffalo Grove's 50th Anniversary Committee; and

WHEREAS, Paulette Greenberg's contributions to the entire Buffalo Grove community were recognized with the Bill Reid Award in 2009. This award was in honor of her long-term volunteer contributions to the community and her efforts to make Buffalo Grove a better and safer place to live and raise a family; and

WHEREAS, Paulette Greenberg has served as an inspiration to all who seek to make the Village of Buffalo Grove a strong, more vibrant community.

NOW, THEREFORE, I, Beverly Sussman, President of the Village of Buffalo Grove, do hereby recognize and commend Paulette Greenberg for her years of humble and faithful service to the people of Buffalo Grove, and for her outstanding volunteerism and leadership, which have made a significant and lasting impact on the community.

FURTHER, I urge all residents of Buffalo Grove to join me in expressing our deepest gratitude to Paulette Greenberg for her selfless dedication and contributions to our community.

Proclaimed this 20th day of March 2023.

Beverly Sussman,
Village President

Attachment: PG Proc 23 (Paulette Greenberg Proclamation)



Action Item : Proclamation Recognizing Earth Hour 2023

Recommendation of Action

N/A.

SUMMARY: A proclamation recognizing Earth Hour.

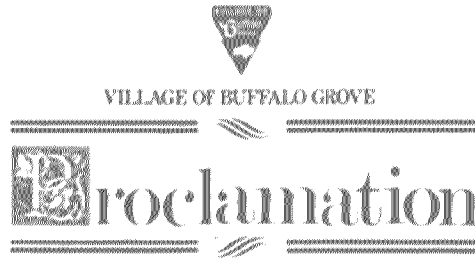
ATTACHMENTS:

- Earth Hour 2023 (DOC)
- Earth Hour

Trustee Liaison
Sussman

Staff Contact
Brett Robinson, Finance

Monday, March 20, 2023	
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Village of Buffalo Grove

PROCLAMATION RECOGNIZING EARTH HOUR 2023 MARCH 25, 2023, 8:30 – 9:30 PM

WHEREAS, Earth Hour 2023 aims to show the actions that people, businesses and governments world-wide are taking to reduce their environmental impact; and

WHEREAS, Earth Hour is organized by the World Wildlife Fund (WWF). WWF's mission is to stop the degradation of the Earth's natural environment and build a future where people live in harmony with nature; and

WHEREAS, Earth Hour is a global movement encouraging individuals, businesses and governments around the world to take positive actions for the environment by switching off their lights for one designated hour; and

WHEREAS, Earth Hour 2023 will be held on Saturday March 25th between 8.30 pm and 9:30 pm; and

WHEREAS, With almost 5 million in more than 100 countries/territories across every continent will unite in a single moment of celebration and contemplation of the planet by switching off their lights for one designated hour;

NOW THEREFORE, BE IT PROCLAIMED by the President and Board of Trustees of the Village of Buffalo Grove that March 25th, 2023, between 8:30 pm and 9:30 pm, is designated as "Earth Hour" and we call upon the residents and businesses of the Village of Buffalo Grove to observe the occasion by turning off all nonessential lighting during that hour.

Proclaimed this 20th day of March, 2023.

Beverly Sussman,
Village President

Attachment: Earth Hour 2023 (Earth Hour 2023)



**Information Item : Proclamation Recognizing March as
Developmental Disabilities Awareness Month in the Village of
Buffalo Grove**

Recommendation of Action

Staff recommends proclamation.

SUMMARY: A proclamation recognizing March as Developmental Disabilities Awareness Month in the Village of Buffalo Grove.

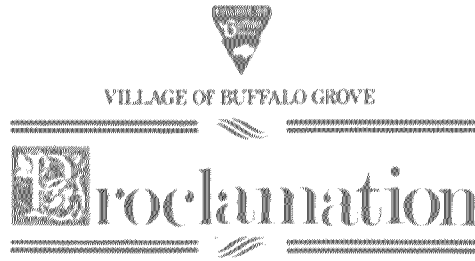
ATTACHMENTS:

- Disability Month Proc 23 (DOC)

Trustee Liaison
Sussman

Staff Contact
Evan C Michel, Office of the Village Manager

Monday, March 20, 2023



Village of Buffalo Grove

PROCLAMATION RECOGNIZING MARCH AS DEVELOPMENTAL DISABILITIES AWARENESS MONTH IN THE VILLAGE OF BUFFALO GROVE

WHEREAS, March 2023 marks the 36th anniversary of National Developmental Disabilities Awareness Month; and,

WHEREAS, the purpose of National Developmental Disabilities Awareness Month is to educate U.S. citizens about developmental disabilities and celebrate the many and varied contributions of people with lived experience of developmental disabilities; and

WHEREAS, nationwide, approximately 57 million people have a disability; of those, approximately 2,320,119 adults in Illinois have a disability; and

WHEREAS, Buffalo Grove residents with and without developmental disabilities work together, play together, learn together, and grow together; and

WHEREAS, the strengths, abilities, and important contributions of people with developmental disabilities enrich our community and enhance our diversity; and,

WHEREAS, celebrations of a brighter future and greater opportunities come with the recognition that developmental disabilities should not keep individuals from realizing their full potential in school, at work or at home, or as members of their communities; and,

THEREFOR, I, Beverly Sussman, President of the Village of Buffalo Grove do hereby proclaim the month of March 2023 as Developmental Disabilities Awareness Month in the Village of Buffalo Grove and encourage all citizens to ensure full inclusion and integration of persons with developmental disabilities into all aspects of community life.

Proclaimed this 20th day of March 2023.

Beverly Sussman,
Village President



Action Item : Rejection of Bridge Painting Bids, Waive Bids, and Authorization to Negotiate Contract

Recommendation of Action

Staff recommends rejection of current bids, waiving bids, and approving an authorization to negotiate with qualified contractor's.

SUMMARY: Based upon a review of the bids, staff recommends the Village Board reject bids for the 2023 Bridge Painting Project, waive bids, and provide authorization to negotiate with Contractor's to provide a more favorable cost and construction schedule.

ATTACHMENTS:

- Memo T Bragg_Rejection of Bids_2023 Bridge Painting (DOCX)

Trustee Liaison
Smith

Staff Contact
Kyle Johnson, Engineering

Monday, March 20, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 16, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: 2023 Bridge Painting Project Rejection of Bids

Staff Recommendation

Based upon a review of the bids, staff recommends the Village Board reject current bids and waive bids for the 2023 Bridge Painting Project and provide authorization for staff to negotiate with qualified contractors to complete the project. Project work may then be programmed for 2023 with a more favorable scope, fee, and construction schedule.

Overview

Staff released a request for bids to paint the Pedestrian Bridge over IL-83 in late January/early February and received zero bids. The project was then rebid in late February/Early March after efforts were made to contact qualified contractors in the Midwest region. Our March 9th bid opening received three responses of which one bid was incomplete and disallowed. The two remaining bids were reviewed, and the proposed costs is significantly higher than projected. After discussion by staff and a review of the bid pricing, it is recommended the Village Board reject all bids, waive bids, and authorize staff to negotiate with qualified contractors to try and complete this project in 2023 within budget constraints.

Staff believes multiple factors contributed to bid prices coming in higher than expected. The specialized nature of the work required to paint an elevated bridge, price of specialized paint required for bridge painting has significantly increased, supply chain issues obtaining paint, general labor costs, the cost of labor to remove the existing railing and fence enclosure was significantly high, and the relatively small size of the project compared to larger highway bridge painting contracts.

Staff is requesting the Board provide authorization to negotiate with qualified contractors to bring this project within budget constraints.



Ordinance No. O-2023-22 : 901 Corporate Grove Drive Development Improvement Agreement

Recommendation of Action

Staff recommends approval of the Development Improvement Agreement for 901 Corporate Grove, subject to the review and approval by the Village Attorney and approval of final engineering plans.

SUMMARY: Staff recommends approval of the Development Improvement Agreement for a car wash development at the at 901 Corporate Grove, subject to the receipt of the required fees, approval of final engineering plans, and Village Attorney review.

ATTACHMENTS:

- Memo 901 Corporate Grove Drive DIA 23-0202 (DOCX)
- DIA Ordinance_901 Corporate Grove Drive 23-0202 (DOCX)
- DIA_901 Corporate Grove Drive (PDF)
- Engineers Estimate (PDF)
- Revised Engineering Plan 23-0109 rev (PDF)
- Landscape Plan 23-0118 (PDF)

Trustee Liaison
Smith

Staff Contact
Darren Monico, Public Works

Monday, March 20, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: February 2, 2023
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: 901 Corporate Grove Development Improvement Agreement

Flex, one of the largest employers in the advanced manufacturing sector in the Village, requires additional parking for employees and is proposing a new parking lot for their employees at 901 Corporate Grove Drive.

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, parking lot, landscaping, and all the utility connections such as water main and sanitary sewer. With this agreement, the developer agrees to provide security as required in the Village Code until the developer completes the required items.

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.

ORDINANCE 2023-_____

**AN ORDINANCE AUTHORIZING A DEVELOPMENT IMPROVEMENT AGREEMENT
WITH FLEX FOR 901 CORPORATE GROVE DRIVE**

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 Flex ("Developer") for site improvements associated with the proposed parking lot at 901 Corporate Grove Drive

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

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

SECTION 2. The 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

FLEX 901 CORPORATE GROVE DRIVE PARKING LOT

Development Name

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into as of this ____ day of February, 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 FLEXTRONICS AMERICA, LLC, a Delaware limited liability company, (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 Bono Consulting, Inc., dated 1-9-23, who are registered professional engineers (the "Site Plan"), which Plans were submitted to the Village, and (ii) landscaping plans and specifications prepared by Forman, Inc., dated 1-17-23, and described in more detail in Exhibit "C" attached hereto and made a part hereof (the "Site Improvement Plans" and together with the Site Plan, the "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 and maintain 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 three (3) 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 reasonably approved by the Village in the original amount of One Hundred Sixty-One Thousand Four Hundred Eighty-Five and 00/100 Dollars (\$161,485.00), 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 reasonably 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, their 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). "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, pandemics, 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, the Village, as evidenced by the certificate or certificates of the Village President and Board of Trustees, shall be deemed to have accepted said Improvements, and thereupon, the Letter of Credit shall automatically be reduced to the amount set forth in Paragraph 9D 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 parking lots or access drives (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 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 parking lots or access drives 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 reasonably 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 complies with its obligations contained in this Agreement, the outstanding liability of the issuer of the Letter of Credit shall during the course of construction of the Improvements, be reduced and approximate the cost of completing all remaining 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 percent (15%) 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), whichever is lesser,~~ 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 take action to remedy the condition within five (5) business days after receipt of such written notice, or fails to take immediate action in cases of danger to public health and safety as determined by the Village; 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 he 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 which the Developer had been granted. This cash deposit shall continue to be maintained until the maintenance guarantee period set forth in Paragraph 7 has lapsed. After termination of the one-year maintenance period set forth in Paragraph 7 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 between thirty (30) days and forty-five (45) 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 commenced within ten (10) days after the Developer is provided this notice and thereafter diligently prosecuted to completion by the Developer, 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 set forth in Paragraph 7, 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 set forth in Paragraph 7 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 preliminary or previously approved Plan(s) or Annexation Approval Ordinance of the Subdivision, 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:

Flextronics America, LLC, a Delaware limited liability company
6201 America Center Drive, 6th Floor
San Jose, California 95002

By: 
Name: Martina Warnasch
Title: Sr. Dir Real Estate & Facilities

FLEX 901 CORPORATE GROVE DRIVE PARKING LOT
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN 901 CORPORATE GROVE DRIVE RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 139, 140, 141 AND THE WEST 10 FEET OF LOT 138 IN THE CORPORATE GROVE, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 26 AND PART OF THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 22, 2014 AS DOCUMENT NUMBER 7071923, IN LAKE COUNTY, ILLINOIS.

KNOWN AS: **901 CORPORATE GROVE DRIVE, BUFFALO GROVE, ILLINOIS**

PERMANENT INDEX NUMBER: **1527303040**

AREA = 83,025.36 SQ. FT. OR 1.906 ACRES

FLEX 901 CORPORATE GROVE DRIVE PARKING LOT
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

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, parking lots, areas and/or parking facilities, sidewalks, public street crossing, sanitary and storm sewers, water main, drainage and storm water detention facilities, site grading, street lighting, landscaping, survey monuments and benchmarks.

FLEX 901 CORPORATE GROVE DRIVE PARKING LOT
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

Final Engineering and Landscaping Plans prepared by Bono Consulting, Inc.

Entitled: New Parking Lot for Flex, 901 Corporate Grove Drive

Consisting of: 7 sheet(s), last revised 1/9/2023

Final Engineering Landscaping Plans prepared by: Forman, Inc.

Entitled: Proposed Supplementary Parking

Consisting of: 6 sheet(s), last revised 1/18/2023

(see following pages)

FLEX 901 CORPORATE GROVE DRIVE PARKING LOT
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT D

Engineers Opinion of Probable Costs

(see following pages)

Attachment: DIA_901 Corporate Grove Drive (O-2023-22 : 901 Corporate Grove Drive Development Improvement Agreement)

Engineering Cost Estimate of Site Improvements

New Parking Lot for Flex Lot 1 in Corporate Grove Resubdivision

DATE: 2.16.23

PREPARED BY: WH

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	SUB-GROUP
					TOTAL
<u>Erosion Control Earth Moving</u>					
					\$9,660.00
Silt Fence	lin. ft.	1140	\$1.75	\$1,995.00	
Construction Fence	lin. ft.	1140	\$2.00	\$2,280.00	
Strip Topsoil and Build Topsoil Stockpile	cu. yd.	1000	\$2.50	\$2,500.00	
Daily Street Cleaning	lump sum	1	\$2,500.00	\$2,500.00	
Concrete Washout	ea	1	\$85.00	\$85.00	
Filter Baskets	ea	2	\$150.00	\$300.00	
<u>Site Preparation</u>					
					\$2,100.00
Rough Grading and Preliminary Seeding	acre	1.75	\$1,200.00	\$2,100.00	
<u>Excavation, & Haul-off</u>					
					\$36,000.00
Excavation, Haul-off	cu. yd.	1200	\$30.00	\$36,000.00	
<u>Storm Sewer</u>					
					\$15,092.00
4" PVC SDR 35 [PERFORATED PIPE]	lin. ft.	246	\$22.00	\$5,412.00	
6" PVC SDR 26	lin. ft	140	\$30.00	\$4,200.00	
36" Catch Basin	ea	3	\$1,800.00	\$5,400.00	
Cleanout	ea	2	\$40.00	\$80.00	
<u>Final Restoration</u>					
					\$398,155.39
Final Grading and Lawn Establishment	sq. yd	738.56	\$2.50	\$1,846.39	
Conc. Pavement	sq. ft	782	\$30.00	\$23,460.00	
Asphalt Pavement	sq. ft	49,773	\$6.00	\$298,638.00	
Curb & gutter	lin. ft	1,950	\$30.00	\$58,500.00	
Sidewalk	sq. ft	394	\$15.00	\$5,910.00	
Striping	lin. ft	3,267	\$3.00	\$9,801.00	
<u>Landscape & Parking Lot Lighting</u>					
					\$40,000.00
Landscaping	-	1.00	\$20,000.00	\$20,000.00	
Lighting	-	1	\$20,000.00	\$20,000.00	
				TOTAL	\$501,007

Note: This estimate was prepared using standard cost estimating practices. It is understood that Bono Consulting Inc. has no control over costs, the price of labor, equipment or materials, or over the Contractor's method of pricing.

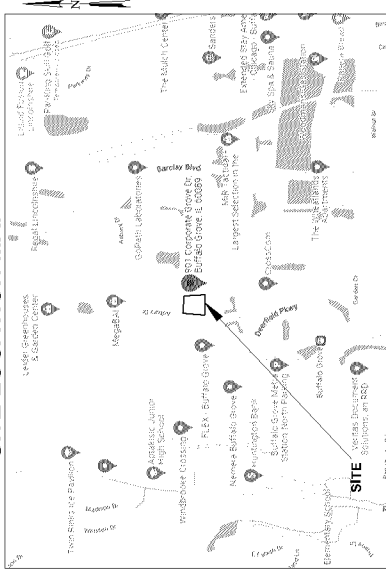
Attachment: Engineers Estimate (O-2023-22 : 901 Corporate Grove Drive Development Improvement Agreement)

**NEW PARKING LOT FOR FLEX
SITE IMPROVEMENT PLAN**

LOT 1 OF 901 CORPORATE GROVE, BUFFALO GROVE, IL
AERIAL MAP

BENCHMARK INFO
SITE BENCHMARK IS CUT CROSS ON SOUTHEAST BONNET BOLT OF
FH NEAR SOUTHWEST CORNER OF OPEN PARCEL LOT 1 ELEV
565.895, TRANSFERRED FROM NGS BM L0016 ELEV. 547.45 NAVD
83.

SITE LOCATION MAP



DRAWING INDEX:

1. TITLE SHEET, LEGEND, SITE LOCATION, & AERIAL MAP
2. EXISTING TOPOGRAPHY, DEMOLITION & TREE PRESERVATION PLAN, SOIL EROSION
3. SWPPP (NOT INCLUDED)
4. PROPOSED GRADING & DRAINAGE PLAN
5. PROPOSED UTILITY PLAN
6. EXISTING & PROPOSED UTILITIES
7. CONSTRUCTION NOTES
8. STANDARD DETAILS

PROJECT ABSTRACT	
GENERAL PROPOSED IMPROVEMENTS (WITH SUDANAK ACCESS TO EXISTING AREA, PAVING, LOT, ON MOUNT LOT	
AREA NUMBER:	
TOTAL AREA OF SITE: 1.906 ACRES	
DISTURBED AREA OF SITE: 1.906 ACRES	
SOIL CLASSIFICATION: AREAS NO FLOODPLAIN OR WETLANDS OR WITHIN 100' OF R/C	
DEVELOPMENT TYPE: THERE IS NO UPRIVER TRIBUTARY AREA FOR THE SITE.	
PERMANENTLY IMPROVED, EXISTING, CISTERN, EXISTING, SUBURBAN	
WATER DETENTION PROVIDED FOR THIS LOT: PROPOSED C-VALUE	
C-VALUE OF THE DEVELOPMENT IS LESS THAN 0.60 PROPOSED C-VALUE	
0.60 ADJACENT SUBURBAN DEVELOPMENT	
SANITARY SERVICES: N/A	
WATER SERVICE: N/A	
SEWER/STORMWATER RATE: N/A	



1. I HEREBY CERTIFY THAT THE PROPOSED IMPROVEMENTS WILL NOT ADVERSELY IMPACT THE SUBJECT PROPERTY OR THE SURROUNDING PROPERTIES, OR THE PUBLIC RIGHT-OF-WAY WITH RESPECT TO STORMWATER DRAINAGE, AND THAT A SAFE OVERTFLOW ROUTE HAS BEEN ESTABLISHED.
2. I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE PROPOSED IMPROVEMENT IS NOT LOCATED IN FLOOD PROTECTION AREAS BASED ON THE INFORMATION FROM THE FEMA MAPS.

ENGINEER



DATE _____

[illegible]

NOTE

The location of existing underground utilities, such as water mains, sewers, gas lines, etc., as shown on the plans, has been determined from the best available information and is given for the convenience of the Contractor. However, the Owner and the Engineer do not assume responsibility in the event that during construction, utilities other than those shown may be encountered, and that the actual location of those which are shown may be different from the location as shown on the plans.

Bono Consulting, Inc. is not responsible for the safety of any property at or on the construction site. Safety is the sole responsibility of the contractor and any other person or entity performing work or services. Neither the owner nor engineer assumes any responsibility for the job site safety of persons engaged in the work or the means or methods of construction.

Current Standard Specifications of the Judicial Authority shall apply to the construction on this project.

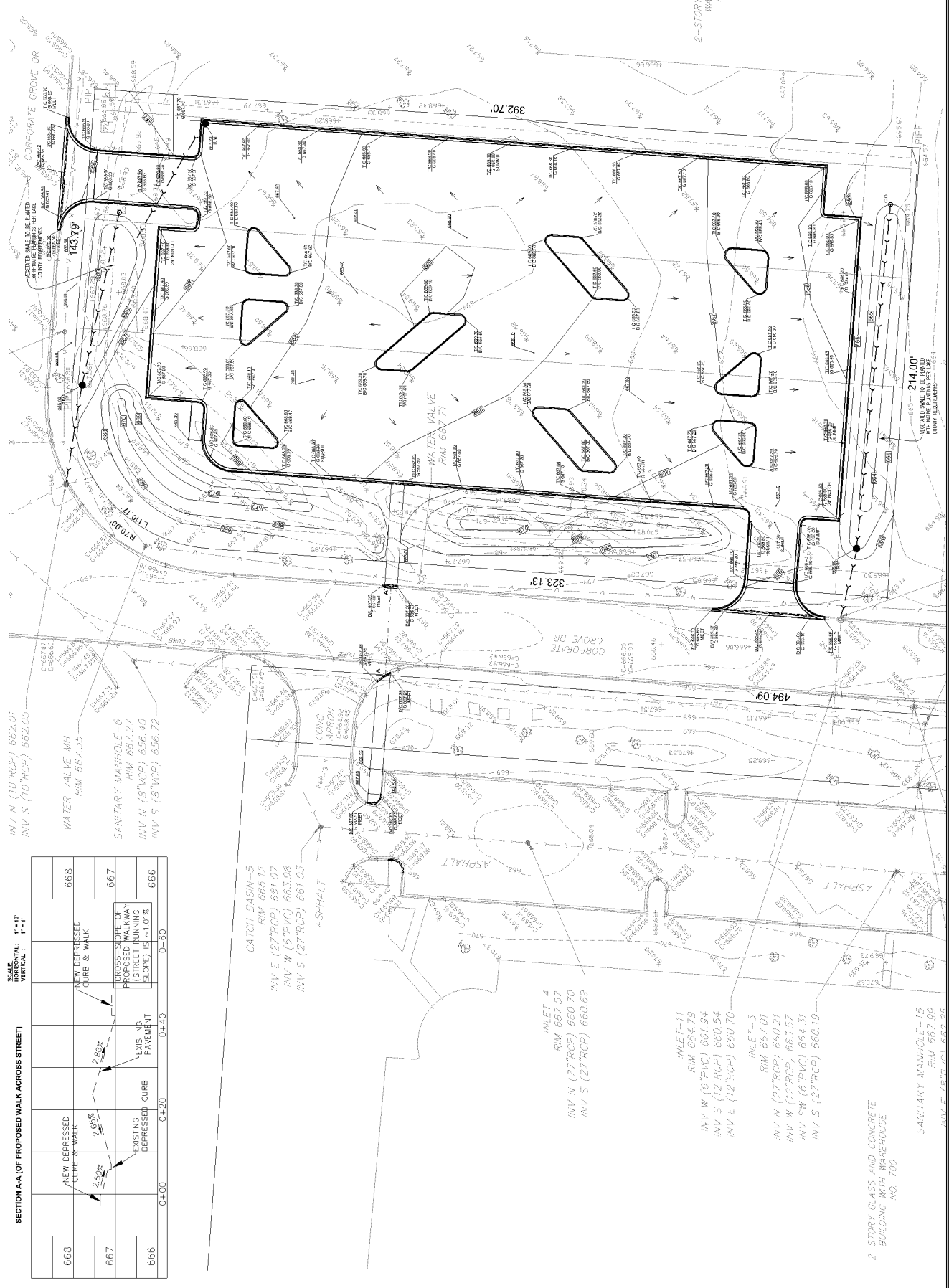
Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility

locations and
J.U.L.I.E. : (800) 892-0123

Packet Pg. 42

SECTION A-A (OF PROPOSED WALK ACROSS STREET)

SCALE:		HORIZONTAL: 1"=10'		VERTICAL: 1"=1'	
668	NEW DEPRESSED CURB & WALK	0+20	0+40	0+60	668
667	EXISTING DEPRESSED CURB	0+20	0+40	0+60	667
666	EXISTING DEPRESSED CURB	0+20	0+40	0+60	666



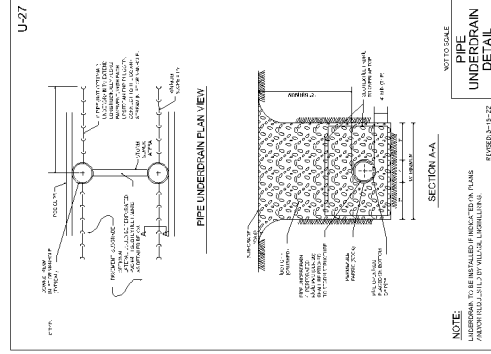
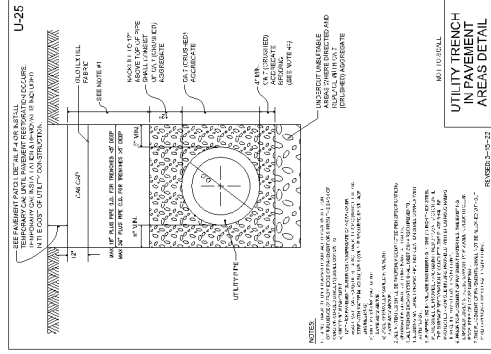
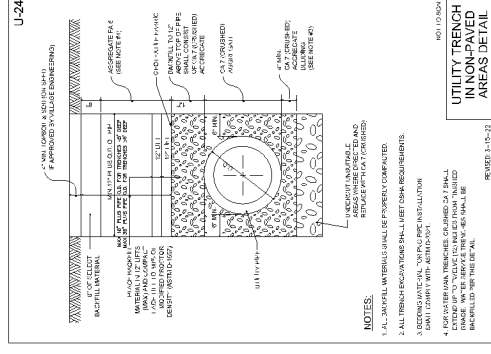
INV N (10' RCP) 662.01
INV S (10' RCP) 662.03
WATER VALVE MH
RIM 667.35
SANITARY MANHOLE-6
RIM 667.27
INV N (8' VCP) 656.40
INV S (8' VCP) 656.72
CATCH BASIN-5
RIM 668.12
INV E (27' RCP) 661.07
INV W (6' PVC) 663.98
INV S (27' RCP) 661.03
INLET-4
RIM 667.57
INV N (27' RCP) 660.70
INV S (27' RCP) 660.69
INLET-11
RIM 664.79
INV W (6' PVC) 661.94
INV S (12' RCP) 660.54
INV E (12' RCP) 660.70
INLET-3
RIM 667.01
INV N (27' RCP) 660.21
INV W (12' RCP) 663.57
INV SW (6' PVC) 664.31
INV S (27' RCP) 660.19
SANITARY MANHOLE-15
RIM 667.99
INV E (8' VCP) 657.25
2-STORY GLASS AND CONCRETE BUILDING WITH WAREHOUSE NO. 760
2-STORY BUILDING WAREHOUSE NO. 901
NEW PARKING LOT FOR FLEX OVERALL SITE
PROPOSED GRADING & DRAINAGE PLAN

PROPOSED GRADING & DRAINAGE PLAN
OVERALL SITE
NEW PARKING LOT FOR FLEX
BONO CONSULTING, INC.
CIVIL ENGINEERS
PROJECT NO. 2023-22
SHEET NO. 4 OF 4

PROJECT NO. 2023-22
SHEET NO. 4 OF 4
DATE: 01/10/2023
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

ATTACHMENT: Revised Engineering Plan 23-0109 rev (O-2023-22 : 901 Corporate Grove Drive Development

SCIENTIFIC NAME	COMMON NAME
<i>Acacia salicina</i>	SWEET FLAG
<i>Alisma subcordatum</i>	COMMON WATER PLANTAIN
<i>Cappularia discolorata</i>	COMMON BUTTONBUSH
<i>Sagittaria arifolia</i>	FIELD NUT SEDGE
<i>Sagittaria arifolia</i>	BLUE FLAG IRIS
<i>Sagittaria arifolia</i>	WATER SPANGLER
<i>Sagittaria arifolia</i>	BROADLEAF ARROWHEAD
<i>Sagittaria arifolia</i>	HARGRETT BULRUSH
<i>Sagittaria arifolia</i>	CHARMEAKER'S RUSH
<i>Sagittaria arifolia</i>	RIVER BULRUSH
<i>Sagittaria arifolia</i>	SOFT-STEM BULRUSH
<i>Sagittaria arifolia</i>	COMMON BURKEED



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STANDARD DETAILS

(to owner)
 THE DATA AND RESULTS HEREON ARE THE PROPERTY OF THE
 CONSULTANT AND ARE NOT TO BE REPRODUCED OR
 TRANSMITTED IN ANY FORM OR BY ANY MEANS,
 ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING,
 RECORDING, OR BY ANY INFORMATION STORAGE AND
 RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION
 OF THE CONSULTANT.

PROJECT NUMBER: 22438
 START DATE: NOV. 22, 2022
 GRAPHIC SCALE
 0
 SCALE: NTS
 SHEET NUMBER
 8 OF 8

PARKING LOT - BUFFALO GROVE

PROPOSED SUPPLEMENTARY
901 CORPORATE GROVE DRIVE, BUFFALO

FLEX, LTD.

OWNER

FORMA, INC.

ARCHITECT

BONO CONSULTING, INC.

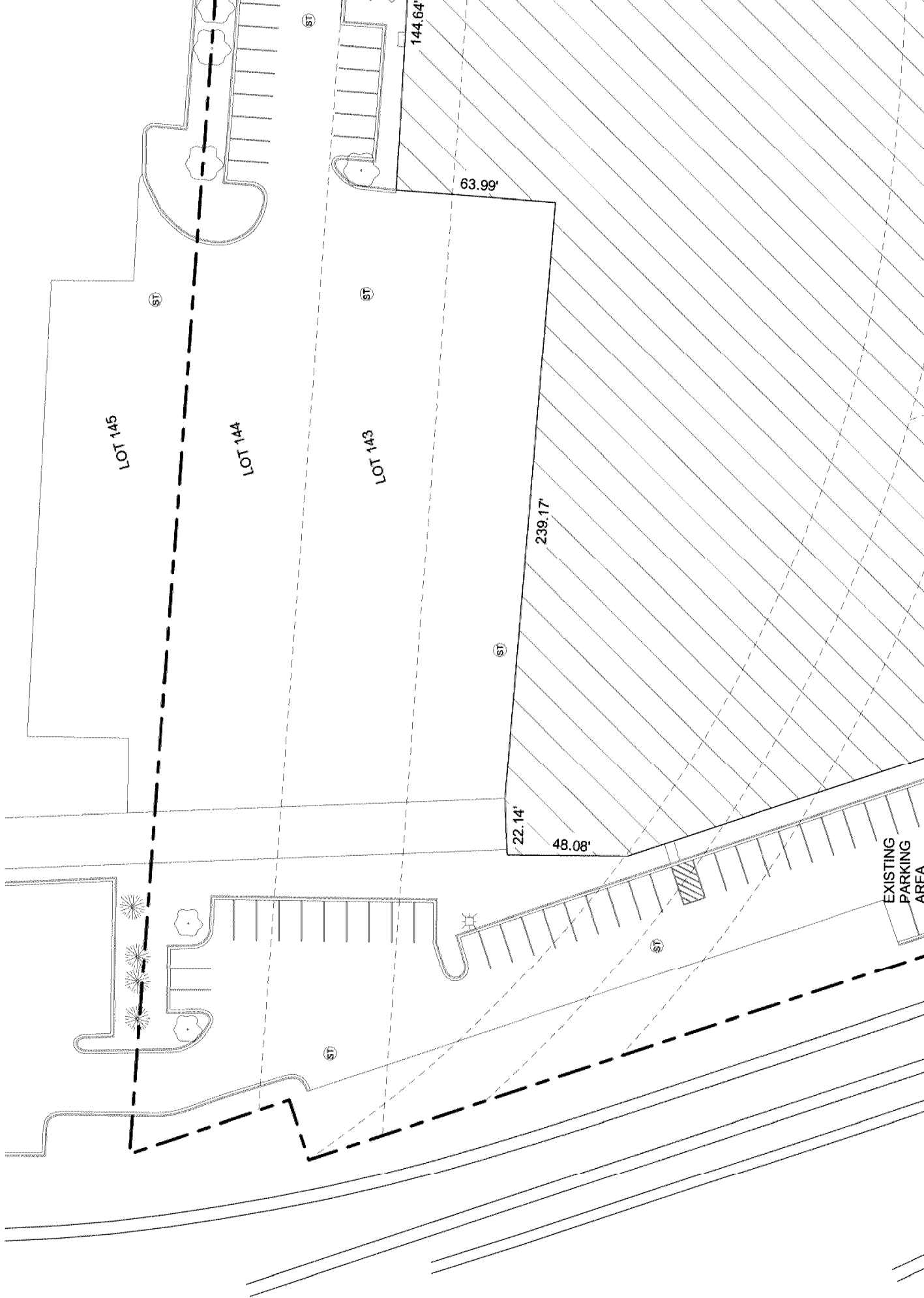
CIVIL ENGINEER

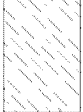
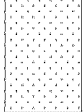
LEGACY DESIGN, INC.

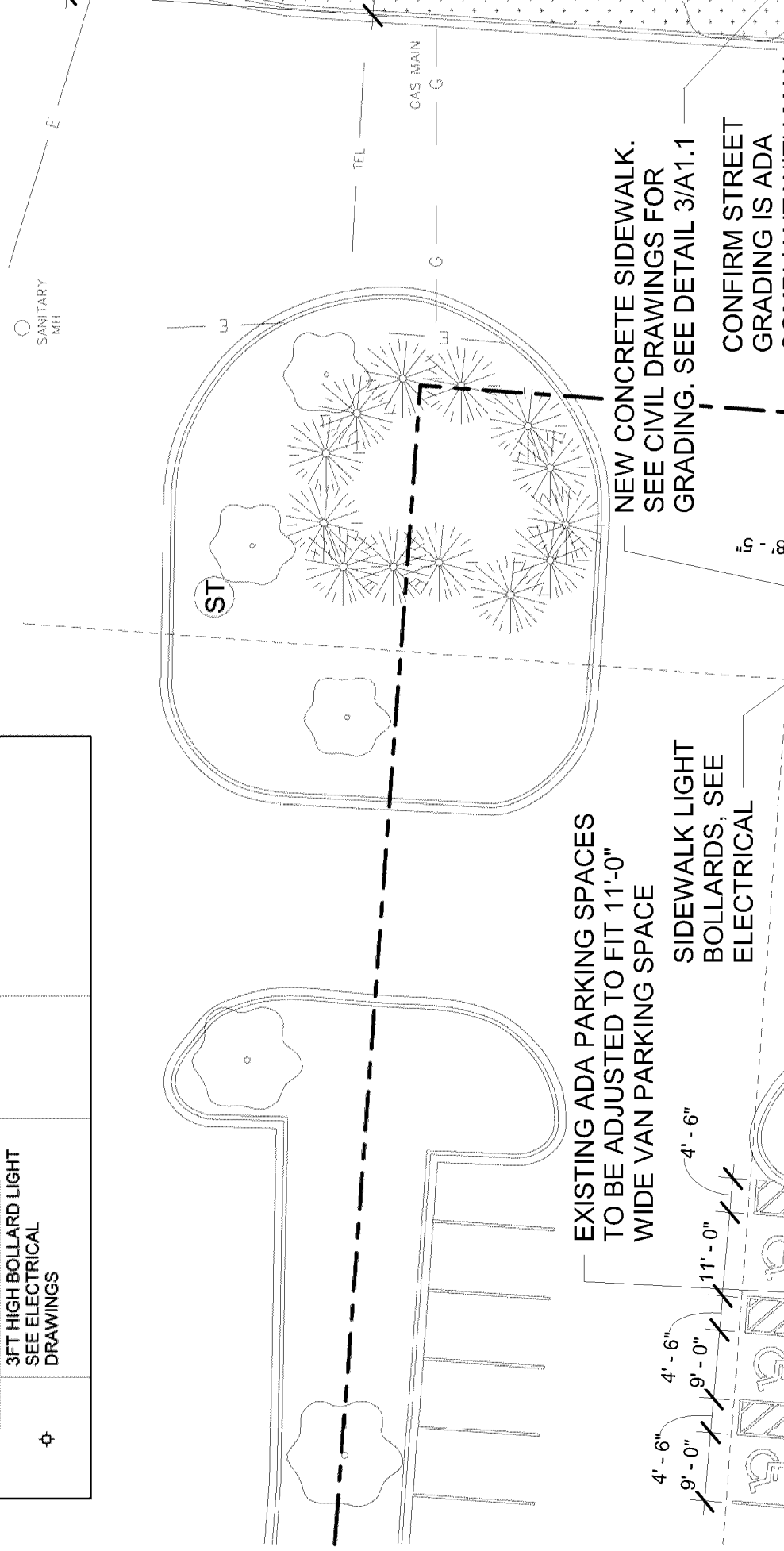
ELECTRICAL ENGINEER

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, COUNTY AND LOCAL LAWS, CODES AND ORDINANCES.
2. CONTRACTORS ARE REQUIRED TO VISIT THE SITE PRIOR TO SUBMITTING BID TO VERIFY ALL EXISTING CONDITIONS AND PROMPTLY NOTIFY ARCHITECT OF ANY AND ALL DEVIATIONS FROM CONTRACT DOCUMENTS AND SPECIFICATIONS TO ENSURE COMPLETE



LANDSCAPING LEGEND			
	EXISTING TREE		EXISTING MANHOLE
	CONFIRM MIN. 3" DIA TRUNK		
	NEW TREE SEE LANDSCAPING SCHEDULE MIN. 3" DIA. TRUNK		NEW ASPHALT PARKING AREA. SEE DETAIL 4/A1.1
	EXISTING LANDSCAPING BUSH		MULCH. USE 'CYPRESS MULCH' OR AS APPROVED BY OWNER AND VILLAGE
	LIGHT POLE SEE DETAIL 2/A1.1 AND ELECTRICAL DRAWINGS		GRASS. USE 'KENTUCKY BLUE GRASS' OR AS APPROVED BY OWNER AND VILLAGE
	3FT HIGH BOLLARD LIGHT SEE ELECTRICAL DRAWINGS		



96.47'

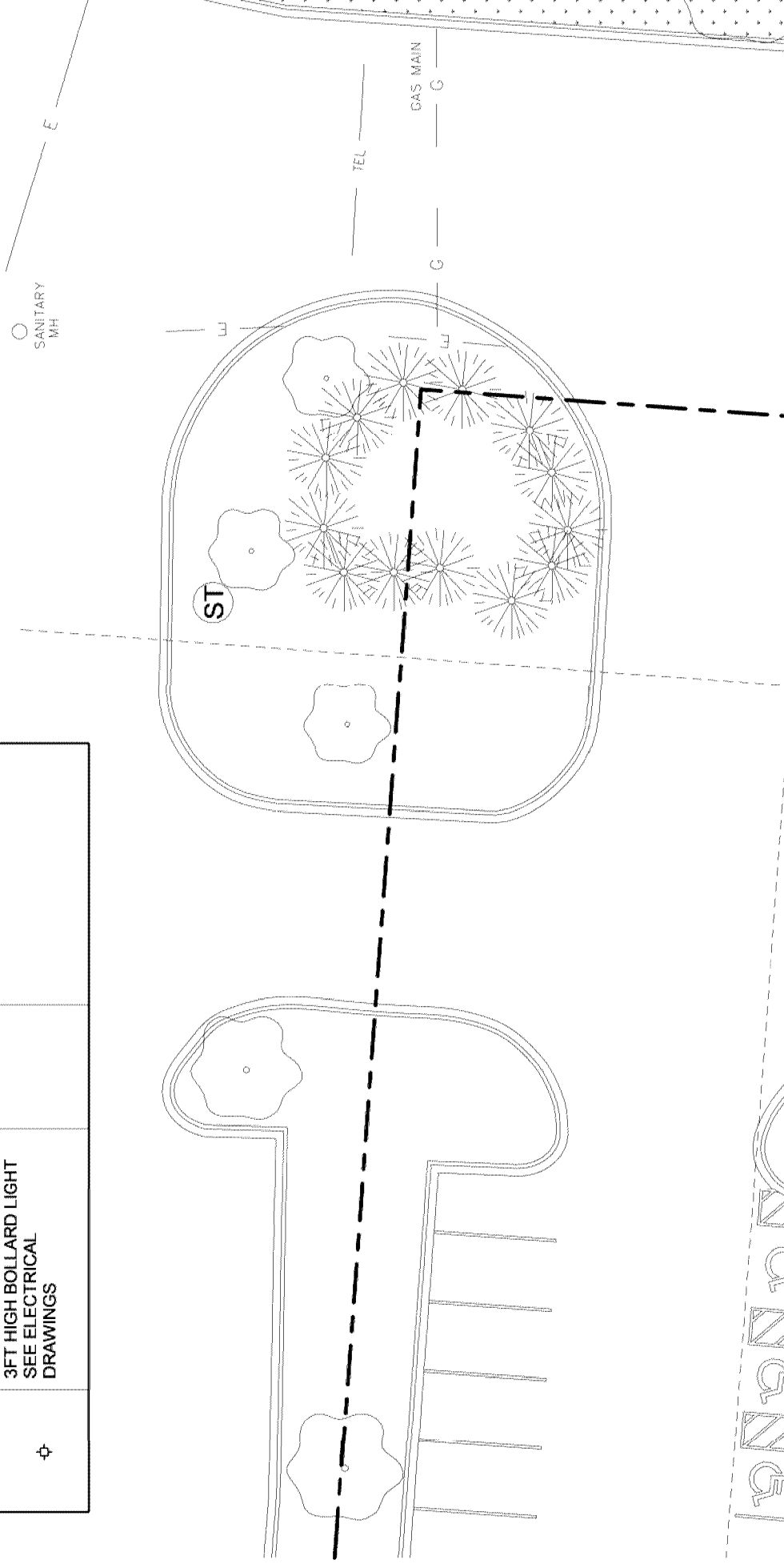
LOT 50

LOT 49

LOT 48

LOT 47

LANDSCAPING LEGEND				
	EXISTING TREE		EXISTING MANHOLE	
	CONFIRM MIN. 3" DIA. TRUNK		NEW ASPHALT PARKING AREA. SEE DETAIL 4/A1.1	
	NEW TREE SEE LANDSCAPING SCHEDULE MIN. 3" DIA TRUNK		EXISTING LANDSCAPING BUSH	
	EXISTING LANDSCAPING BUSH		MULCH. USE 'CYPRESS MULCH' OR AS APPROVED BY OWNER AND VILLAGE	
	LIGHT POLE SEE DETAIL 2/A1.1 AND ELECTRICAL DRAWINGS		GRASS. USE 'KENTUCKY BLUE GRASS' OR AS APPROVED BY OWNER AND VILLAGE	
	3FT HIGH BOLLARD LIGHT SEE ELECTRICAL DRAWINGS			





**Ordinance No. O-2023-23 : An Ordinance Amending Chapter 5.20,
Liquor Controls, of the Buffalo Grove Municipal Code**

Recommendation of Action

Staff recommends approval

SUMMARY: There are several changes to existing liquor licenses as well as new license reservations. All changes are included in the attached ordinance updating Section 5.20.072.

ATTACHMENTS:

- Memo - Class A & B - 03202023 (DOCX)
- Ordinance - Update Classes A & B (DOCX)

Trustee Liaison

Sussman

Staff Contact

Jessie Brown, Community Development

Monday, March 20, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 16, 2023

TO: Dane Bragg, Village Manager

FROM: Jessie Brown, Administrative Services Manager / Deputy Village Clerk

SUBJECT: Liquor License updates

There are several changes to existing liquor licenses as well as new license reservations. All changes are included in the attached ordinance updating Section 5.20.072. An explanation of the changes are as follows:

- The Class A liquor license for Spyder Entertainment, Inc. d/b/a Traktir the 12 Chairs at 1224 W. Dundee Road is hereby rescinded. The business has closed.
- The Class A liquor license for SAG Hospitality LLC d/b/a Vin 90 Kitchen + Bar at 401 Half Day Road is hereby rescinded. The business has chosen to retain the existing liquor license under the entity WJN Golf, LLC.
- A Class A liquor license is reserved for Ineozone Inc. d/b/a Kum Kang San Korean BBQ at 1333 Dundee Road. This business is anticipated to open in April 2023.
- Sky Fitness Café, Inc. at 1501 Busch Parkway has filed with the Illinois Secretary of State's Office to use the Assumed Name of Sky Spa & Sauna.
- The Class B liquor license for Mi Cocina Authentic Mexican Cuisine at 1169 McHenry Rd #120A is hereby rescinded. The business has closed.

Underlined = addition

~~Strikethroughs~~ = deletion

03/14/2023

ORDINANCE NO. 2023 -

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

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

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

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

5.20.72 Licenses authorized.

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

	Licensee and d/b/a	Address
Class A.		
1.	Luma, LLC d/b/a Lou Malnati's	85 South Buffalo Grove Road
2.	The Schwaben Center	301 Weiland Road
3.	Midas Banquets, Inc. d/b/a Astoria Banquets	1375 W. Dundee Road
4.	La Minita, Inc. d/b/a Mi Mexico Mexican Restaurant	220 N. Milwaukee Avenue
5.	K1 Speed, Inc.	301 Hastings Lane
6.	Leiserv, LLC d/b/a Bowlero – Buffalo Grove	350 McHenry Road
7.	La Presa Restaurant, Inc.	86 W. Dundee Road
8.	BRI Incorporated d/b/a Sal & Tony's	48 Raupp Boulevard
9.	Spyder Entertainment, Inc. d/b/a Traktir the 12 Chairs	1224 W. Dundee Road
109.	Telugu Ruchulu of BG, LLC d/b/a Nawabi Hyderabad House Biryani Place	800 Lake Cook Road
1110.	Themi's Pizza, LLC d/b/a Giordano's of Buffalo Grove	270 McHenry Road
1211.	Yang Group, Inc. d/b/a Sushi Grove	312 McHenry Road
1312.	AAA Restaurant, Inc. d/b/a Flambe India	1155 McHenry Road #102B
1413.	TK Tavern, Inc. d/b/a Prairie House Tavern	2710 Main Street
1514.	WJN Golf, LLC d/b/a WJ Golf	401 Half Day Road
1615.	TheGolfLobby LLC	312 Half Day Road
17.	SAG Hospitality LLC d/b/a Vin 90 Kitchen + Bar	401 Half Day Road
<u>16.</u>	<u>Ineozone Inc. d/b/a Kum Kang San Korean BBQ</u>	<u>1333 Dundee Road</u>

Section 2. Section 5.20.072 of the Village of Buffalo Grove Municipal Code is hereby amended as follows:

5.20.72 Licenses authorized.

Attachment: Ordinance - Update Classes A & B (O-2023-23 : Update Chapter 5.20 Liquor Licenses)

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

	Licensee and d/b/a	Address
Class B.		
1.	Taste of Tokyo, Inc.	159 McHenry Road
2.	Nino's Pizzeria, Inc.	960 Buffalo Grove Road
3.	Continental Restaurant, Inc.	782 S. Buffalo Grove Road
4.	Booming, Inc. d/b/a Yan Yan Chinese Cuisine	360 Half Day Road
5.	Donato Restaurant Group, Inc. d/b/a Buffalo Restaurant	1180 Lake Cook Road
6.	Golden Durebak Restaurant, Inc.	718 Buffalo Grove Road
7.	Grande Jakes Fresh Mexican Grill in BG, Inc.	799 Buffalo Grove Road
8.	Sky Fitness Café, Inc. d/b/a Sky Spa & Lounge <u>Sauna</u>	1501 Busch Parkway
9.	Eva's Mexican Restaurant, Inc.	205 Dundee Road
10.	Chanprung, LLC d/b/a Fuji Thai	1000 Weiland Road
11.	Mi Cocina Authentic Mexican Cuisine	1169 McHenry Road #120A

Section 3.

- A. The Class A liquor license for Spyder Entertainment, Inc. d/b/a Traktir the 12 Chairs at 1224 W. Dundee Road is hereby rescinded.
- B. The Class A liquor license for SAG Hospitality LLC d/b/a Vin 90 Kitchen + Bar at 401 Half Day Road is hereby rescinded.
- C. A Class A liquor license is reserved for Ineozone Inc. d/b/a Kum Kang San Korean BBQ at 1333 Dundee Rd. This reservation is subject to the applicant completing Village requirements for said license on or before June 18, 2023. The Village Manager shall have the authority to extend the June 18, 2023 date for good cause shown. If not so extended, this reservation shall cease.
- D. Sky Fitness Café, Inc. at 1501 Busch Parkway has filed with the Illinois Secretary of State's Office to use the Assumed Name of Sky Spa & Sauna.
- E. The Class B liquor license for Mi Cocina Authentic Mexican Cuisine at 1169 McHenry Rd #120A is hereby rescinded.
- F. This Section 2 shall not be codified.

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

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

 Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



Ordinance No. O-2023-24 : Aldridge Electric Street Light Contract

Recommendation of Action

Staff recommends approval.

Staff is requesting approval from the Village Board to authorize 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.

ATTACHMENTS:

- Aldridge Contract Final Board Memo 2022 (DOCX)
- Aldridge Ordinance 2023 (DOCX)

Trustee Liaison

Smith

Staff Contact

Jim Warnstedt, Public Works

Monday, March 20, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 16, 2023

TO: Dane Bragg, Village Manager

FROM: Bryan Beitzel, Maintenance Superintendent

SUBJECT: Street Light Maintenance

Recommendation

Staff recommends that the Village Board authorize 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 for fiscal year 2022.

Background

The Village has an annual maintenance contract with Aldridge Electric, Inc. for Street Light Maintenance. These annual services include the planned inspection and re-lamping of one fourth of all Village owned and maintained streetlights, necessary repairs to these posts and lights found during this four-year cycle program, street light outages reported to the PW, Street light knock downs that are the result of accidents, underground cable fault repairs due to age and underground excavation damage, and any other street light repairs or maintenance as assigned.

2022 has seen a sharp increase in both reported outages, as well as repairs found during the annual inspection and re-lamping process. The costs to complete these repairs has accounted for more than 50% of the overall expenditures for the total 2022 contract. Staff will continue to monitor these repair needs to determine if the current four-year inspection program is still the optimal schedule to maintain these assets or if an accelerated three-year program is necessary to reduce the overall costs of unplanned maintenance and repairs.

- 195 reported outages \$104,000.00 repair costs
- 399 repairs of 700 inspected \$ 92,000.00 repair costs

When damage is caused by Street Light Knock Downs, or cable faults caused by underground utility construction the Village recovers funds through insurance and from contractors who caused the damage. In 2022, Aldridge completed repair work for these types of damage on 12 occasions, at a cost of over \$57,000.00.

Cable faults caused by underground electrical failure required 8 spot repairs at a cost of over \$27,000.00 in 2022.

In addition to all the repairs required to our Street Lights the planned inspection and re-lamping of one-fourth of all Village Street Lights was completed per the four-year schedule at a cost exceeding \$82,000.00.

Earlier in 2022, staff requested the Village Board authorize the Village Manager to expend an additional \$95,000.00 above the original maintenance contract, increasing to an amount not to exceed \$350,189.45. Due to the continued expenses for necessary repairs along with the completion of regularly scheduled street light inspection and maintenance it is now necessary to request this additional funding to an amount not to exceed \$356,157.40.

Staff will continue to monitor this contract, and the maintenance needs of this contract to provide recommendations for future budgets and maintenance schedules. Staff will also work with the contractor to identify issues proactively to potentially reduce overall program costs.

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXPEND ADDITIONAL FUNDS FOR STREETLIGHT REPAIRS

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, It is in the best interests of the Village to expend additional funds.

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

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

SECTION 2. The Village Manager is authorized to expend an additional \$5,967.95 with Aldridge Electric Inc., for a total amount not to exceed \$356,157.40 for fiscal year 2022.

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: Aldridge Ordinance 2023 (O-2023-24 : Aldridge Electric Street Light Contract)



Ordinance No. O-2023-25 : Com-Ed Buffalo Grove Settlement Agreement

Recommendation of Action

Staff recommends approval.

Staff recommends 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.

ATTACHMENTS:

- 03-10-23 Utility Tax Settlement (DOCX)
- Ordinance Motion Authorizing Execution of a Settlement Agreement_ (DOC)
- ComEd - Buffalo Grove Settlement Agreement - 2023(61907400.1) (DOCX)

Trustee Liaison
Smith

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, March 20, 2023

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: March 16, 2023

TO: Village President Beverly Sussman and Trustees

FROM: Dane Bragg, Village Manager

SUBJECT: ComEd Utility Tax Settlement

Recommendation

Staff recommends approval of an agreement between the Village of Buffalo Grove and Commonwealth Edison to settle claims against ComEd for utility taxes not remitted to the Village under Section 3.66.020 of the Municipal Code. Under the terms of the agreement, the Village will receive a net settlement of \$66,000 after payment of direct litigation costs and third-party collection fees to Azavar, Inc.

Background

Beginning in 2014, the Village retained Azavar, Inc. to perform tax audits of various providers to ensure that taxes were being properly remitted and collected. As part of the audit process, it was found that several addresses located within Buffalo Grove were not being billed for the Village's electricity use tax. Many addresses were classified as lying in unincorporated areas or within corporate boundaries other than Buffalo Grove.

The Village took immediate action to ensure that all addresses located within the corporate boundary were provided to ComEd and that the utility updated its records. Further, the Village filed a claim against ComEd for back utility taxes that had not been paid since the audit began in 2014. The Village and its agent, Azavar, asserted claims of approximately \$125,000 in back taxes due.

Under the terms of the proposed settlement agreement, the Village will release ComEd from current claims for failure to collect the electricity use tax and will pay a total settlement amount of \$125,000. Direct litigation costs will be deducted from the settlement amount (\$5,000). Azavar is entitled to 45 percent of the remaining settlement amount (\$54,000), for a final net settlement to the Village of \$66,000.

The Village attorney has reviewed and approved the attached agreement. It has also been reviewed and approved by Azavar's counsel.

Next Steps

Once approved, the Village and ComEd will execute the agreement and the Village's payment will be remitted.

ORDINANCE NO. 2023 - _____**AN ORDINANCE MOTION AUTHORIZING EXECUTION OF A SETTLEMENT AGREEMENT WITH COMMONWEALTH EDISON COMPANY AND AZAVAR AUDIT SOLUTIONS, INC.**

WHEREAS, Azavar Audit Solutions, Inc. (“Azavar”) and the Village of Buffalo Grove entered into an agreement to audit Commonwealth Edison Company’s (“ComEd”) collection and remittance of municipal utility taxes for electric service; and

WHEREAS, Azavar issued a notice of audit to ComEd seeking to audit ComEd’s collection and remittance of municipal utility tax for electric service; and

WHEREAS, the Village issued a notice of tax liability alleging that ComEd failed to collect and remit certain municipal utility tax to the Village; and

WHEREAS, the Village and ComEd and Azavar continue to disagree about the liability for any tax amounts at issue; and

WHEREAS, the Parties have agreed to resolve their differences; and

WHEREAS, it is in the best interest of the Village to resolve this matter and execute the Settlement Agreement attached hereto as Exhibit A.

NOW THEREFORE BE IT ORDAINED:

Section 1. That the Village President is hereby authorized to execute the Settlement Agreement attached hereto as Exhibit A.

Section 2. The Village staff is authorized to implement and enforce the terms of said Settlement Agreement.

Section 3. This Settlement Agreement is subject to the final review and approval of the Village attorney.

Section 4. This Ordinance shall not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

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SETTLEMENT AGREEMENT

This Settlement Agreement dated _____, 2023 (“Settlement Agreement”) is entered into by the Village of Buffalo Grove (the “Municipality”), and Commonwealth Edison Company (“ComEd”) (the Municipality, and ComEd together, the “Parties,” and each a “Party”), and Azavar Audit Solutions, Inc. (“Azavar”).

RECITALS

WHEREAS, ComEd is an Illinois corporation engaged in the transmission, sale, and distribution of electricity to the public in Illinois, and is a public utility as defined in Section 3-105 of the Public Utilities Act.

WHEREAS, the Municipality is a municipal corporation organized and existing under Article VII of the 1970 Constitution of the State of Illinois.

WHEREAS, Azavar has entered into an agreement with the Municipality to audit ComEd’s collection and remittance of municipal utility taxes for electric service;

WHEREAS, Title 3, Chapter 3.66 imposes a Municipal Utility Tax (“MUT”) on the distribution, supply, furnishing, or sale of electricity within the corporate limits of the Municipality.

WHEREAS, on August 6, 2012, Azavar, as the Municipality’s authorized agent, issued a Notice of Audit to ComEd seeking to audit ComEd’s collection and remittance of MUT for electric service.

WHEREAS, on December 23, 2014 the Municipality issued a Notice of Tax Liability (“NTL”) alleging that ComEd failed to collect and remit certain MUT to the Municipality.

WHEREAS, ComEd timely filed its protest of the NTL disputing the allegations in the NTL.

WHEREAS, the Parties continue to disagree about the validity of the allegations in the NTL.

WHEREAS, in recognition of the expense and hazards of litigation, the Parties now wish to resolve the allegations in the NTL.

THEREFORE, in consideration of the various undertakings and covenants hereinafter provided for, the Parties hereby agree as follows:

SETTLEMENT TERMS

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein and upon acknowledgement by each of the Parties of the receipt of valuable consideration, the Parties agree as follows:

1. **Recitals.** Each of the recitals set forth above is expressly incorporated herein.
2. **Settlement Amount.** In consideration of the foregoing and in further consideration of the statements, representations, promises, covenants and warranties as set forth herein, ComEd will pay to the Municipality in settlement of the NTL the total amount of \$125,000.00 (one hundred twenty five thousand dollars and zero cents) (the "Settlement Amount"). This payment will constitute full payment and satisfaction of the NTL.
3. **Erroneous Payments to the Municipality.** The Municipality understands that ComEd is engaged in audit processes with other Illinois communities. In connection with those audits, if ComEd is determined to owe MUT to another community that it erroneously paid to the Municipality, and pays another community any such amount on or before December 31, 2022, the Municipality agrees that, upon notice and reasonable verification of same, ComEd may deduct such amount (the "Credit") from a future MUT remittance to the Municipality. The Credit shall be only for the actual tax erroneously remitted to the Municipality and not for any penalties or interest ComEd may have additionally paid another community. The Credit may be taken by ComEd without regard to any statute-of-limitations or refund arguments that otherwise might be available to the Municipality pursuant to local ordinance or state law. Under no circumstances shall the total amount of the Credit exceed 10% of the Settlement Amount.
4. **Payment Method and Instructions.** Within 15 business days of the full execution of this Settlement Agreement, ComEd will pay the Settlement Amount to the Municipality in full and final settlement of the NTL, the sufficiency of which is hereby acknowledged and agreed to by the Municipality. ComEd will make payment of the Settlement Amount by wire to Cozen O'Connor's Illinois IOLTA account.
5. **No Admission.** This Settlement Agreement constitutes the compromise of disputed claims, causes of actions, denials, and/or defenses made or to be made by the Parties or any of them, and attorney fees and costs, and is being entered into solely for the purpose of bringing to an end the real or potential claims referred to herein and to avoid further costs of litigation. The Parties understand and agree that neither the entry into this Settlement Agreement nor the payment of the Settlement Amount shall constitute or be construed as an admission of liability by either Party to any person or entity. This Settlement Agreement, each of its provisions, any prior drafts thereof, any negotiations, proceedings, or agreements relating to it, and any matter arising in connection with such negotiations, proceedings, or agreements, shall not be offered or received in evidence in any litigation other than litigation brought to enforce the terms of this Settlement Agreement.

6. General Releases. Effective upon the full execution of this Settlement Agreement by the Parties, the Municipality, on behalf of itself, and its agents, representatives, personal representatives, subsidiaries, partners, managers, members, officers, directors, employees, shareholders, affiliates, divisions, predecessors, successors, and assigns, hereby waives, releases, relinquishes, and forever discharges any and all claims, suits, causes of action, debts, liens, demands, liabilities, obligations, covenants, controversies, agreements, promises, damages, costs, and expenses of any nature or kind whatsoever, at law or in equity, related to the MUT due or allegedly due to the Municipality on or before December 31, 2017, which it has brought or could have brought as of the date of this Settlement Agreement, against ComEd and/or any of its respective affiliates or its respective members, managers, officers, directors, shareholders, owners, partners, agents, lenders, employees, attorneys, personal representatives, successors and assigns. Contemporaneously, and as part of this mutual release, ComEd, on behalf of itself and each of its agents, representatives, personal representatives, subsidiaries, partners, managers, members, officers, directors, employees, shareholders, affiliates, divisions, successors, predecessors and assigns, hereby waives, releases, relinquishes, and forever discharges any and all claims, suits, causes of action, debts, liens, demands, liabilities, obligations, covenants, controversies, agreements, promises, damages, costs, and expenses of any nature or kind whatsoever, at law or in equity, related to the MUT due or allegedly due to the Municipality on or before December 31, 2017, which it has brought or could have brought as of the date of this Settlement Agreement, against the Municipality and/or its respective affiliates or its respective members, managers, officers, directors, shareholders, owners, partners, agents, lenders, employees, attorneys, successors and assigns.

7. Disclosure and Confidentiality. The Parties and Azavar agree to maintain the negotiations, calculations, and terms of this Settlement Agreement in confidence to the fullest extent permitted by law. In making any disclosure pursuant to this Paragraph, the Parties and Azavar agree that they will limit the content of all disclosures and make only such disclosures as are necessary to comply with such permitted disclosures:

- a. to the Parties' attorneys, accountants, appraisers, agents, and other persons for the purpose of providing accounting or tax advice or services to one of the Parties;
- b. by counsel to the Municipality, as necessary to provide privileged and confidential legal advice to any other municipality that has issued an NTL to ComEd, provided that such municipalities agree to treat such information as confidential;
- c. as deemed necessary by ComEd, in response to inquiries made regarding this Settlement Agreement by other municipalities that have issued a NTL to ComEd, provided that Parties agree to treat the information provided by ComEd as confidential;
- d. in response to a lawful subpoena, court order or written request from a state or federal government official provided that prior notice, is given to the non-disclosing Party or Parties;

- e. as deemed necessary by ComEd to any regulatory body with jurisdiction over it, including but not limited to, the Illinois Commerce Commission;
- f. to the extent necessary to comply with state or federal laws or regulations, including, but not limited to, the Freedom of Information Act (“FOIA”) and the Open Meetings Act (“OMA”);
- g. to the extent necessary to enforce the terms of this Settlement Agreement or in any other legal dispute involving only Parties to this Settlement Agreement and/or Azavar.

Moreover, acknowledging that the Municipality is a public body subject to FOIA requests and the OMA, and may be subject by law to other public-disclosure requirements, it is therefore agreed that, if there is a legally required public disclosure on or before December 31, 2024 of any of the terms of this Settlement Agreement pursuant to FOIA, the Open Meetings Act, or any other similar public disclosure-requirement, the Municipality shall notify ComEd by electronic mail at least two (2) business days prior to such disclosure of any of the terms of this Settlement Agreement pursuant to such legal requirements. Notwithstanding the foregoing, the Municipality shall not be required to provide notice pursuant to this paragraph related to the consideration or approval of the Settlement Agreement by the corporate authorities of the Municipality or the publication of related documents including, but not limited to, meeting minutes and agendas.

The Municipality shall provide such electronic mail communication to the following e-mail address:

- litigationattorneys@exeloncorp.com.

ComEd acknowledges that, notwithstanding the notice requirement set forth above, the Municipality retains full discretion as to the manner with which it will comply with FOIA, OMA, and any other public disclosure law or regulation.

Except for the permitted disclosures referenced above, the Parties and Azavar further agree not to initiate any publicity or make any public statement or comment regarding or related to the NTL or this Settlement Agreement except as required by law or as set forth above in this Paragraph. If media requests are received or questions raised regarding the NTL or this Settlement Agreement, Azavar shall decline to comment and the Parties shall provide only the following response, without elaboration: “The Parties decided to settle this matter. Further comment regarding the settlement is prohibited by the Parties’ Settlement Agreement, except as required by law.”

The Parties and Azavar acknowledge and agree that damages that will result to ComEd if the Municipality or Azavar violates the provisions set forth in this Paragraph shall be extremely difficult or impossible to establish or prove, and agree that the amount of one thousand dollars and zero cents (\$1,000.00) shall constitute liquidated damages for any such violation by the Municipality or ComEd and five thousand dollars and zero cents (\$5,000.00) shall constitute liquidated damages for any such violation by Azavar.

ComEd and the Municipality agree that such liquidated damages shall be in lieu of all other claims that ComEd or the Municipality may make by reason of any such violation.

8. **Extension of Statute of Limitations.** For all tax periods that remain open on or before December 31, 2022, Municipality may request and, if it does so, ComEd shall agree, to extend the applicable limitations period for assessments, refunds and credits of the MUT, as codified, by executing the form attached hereto as Exhibit A prior to the expiration of such tax periods. Should the Municipality choose to conduct an audit for such tax periods in accordance with 65 ILCS 5/8-11-2.5 and 50 ILCS 45/35 for any tax periods that remain open on or before December 31, 2022, the Municipality shall, no later than April 15, 2023, notify ComEd of such audit in accordance with 50 ILCS 45/35. The Parties agree to conduct such audit in good faith and to exercise their best efforts so that such audit be concluded by December 31, 2023.

9. **Release as a Defense.** This Settlement Agreement may be pleaded as a full and complete defense and may be used as the basis for an injunction against any action, suit, or proceeding, which may be prosecuted, instituted, or attempted by any Party in breach thereof.

10. **Remedies.** The Parties expressly agree that if either Party elects to take any legal action to enforce the terms of this Settlement Agreement, in addition to any other remedies available, the prevailing Party shall be entitled to recover from the other Party all of its associated costs and expenses, including, without limitation, its reasonable attorneys' fees incurred by the prevailing Party in connection with such enforcement steps.

11. **Survival.** All promises, covenants, warranties and representations contained in this Settlement Agreement shall survive execution of this Settlement Agreement, except where explicitly stated otherwise.

12. **Successors and Assigns.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties' respective successors, assigns, beneficiaries, heirs, executors, trustees, administrators, representatives, officers, directors, stockholders, agents, and insurers.

13. **Representation by Counsel.** The Parties acknowledge that they have each been represented by independent counsel of their own choice throughout all of the negotiations that preceded and resulted in the execution of this Settlement Agreement. This Settlement Agreement shall be construed fairly as to all Parties and not in favor of or against any of the Parties regardless of who prepared this Settlement Agreement.

14. **Entire Agreement.** The Parties understand and agree that this is the entire agreement between the Parties.

15. **Modification or Amendment.** This Settlement Agreement shall not be modified, altered, or discharged except by an instrument in writing, signed by the Party against whom enforcement of the amendment, alteration, or modification is sought.

16. **Governing Law.** This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without reference to principles of choice or conflict of law.

17. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and shall be admissible in evidence, but all of which together shall constitute one and the same instrument and shall become effective when counterparts executed by each Party have been delivered to counsel for all other Parties. Execution by facsimile, by an electronically transmitted signature, or by Portable Document Format (PDF), shall be fully and legally binding on the Parties.

18. **Headings.** The paragraph headings in this Settlement Agreement are for convenience only and shall not affect the meaning or interpretation of its provisions.

19. **Authority and No Assignment.** Each Party: (a) represents and warrants that it is authorized to enter into this Settlement Agreement and that it is authorized to give the releases contained herein and (b) represents and warrants that, other than as expressly set forth herein, neither it nor any of its agents, representatives, officers, members, employees, or attorneys have made, assigned, transferred, sold, pledged or hypothecated, or have purported to make, assign, transfer, sell, pledge or hypothecate, any actual or alleged claims, demands, causes of action, obligation, liabilities, or any interest in the matters being released by this Settlement Agreement, which, but for such assignment, transfer, sale, pledge, or hypothecation, would be subject to the release in this Settlement Agreement.

20. **Severability.** Should any provision of this Settlement Agreement be declared or determined by a court to be illegal or invalid, the court shall have the power to modify this Settlement Agreement so that it conforms with prevailing law and the validity of the remaining parts, terms, or provisions shall not be affected thereby. If any provision of this Settlement Agreement shall be held, declared, or pronounced void, voidable, invalid, unenforceable, or inoperative, in whole or in part, for any reason by any court of competent jurisdiction, government authority, or otherwise, such holding, declaration, or pronouncement shall not adversely affect any other provision of this Settlement Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms. To the extent permitted by applicable law, the Parties hereby knowingly, voluntarily and intelligently waive any provision of law that prohibits or renders void or unenforceable any part, provision, representation or warranty hereof.

21. **Attorney Fees and Costs.** Other than as expressly provided herein, the Parties shall each bear their own attorney fees, costs and expenses incurred in connection with this matter.

Dated this __ day of _____, 2022.

VILLAGE OF BUFFALO GROVE

By: _____

Title: _____

Dated this __ day of _____, 2022.

AZAVAR AUDIT SOLUTIONS, INC.

By: _____

Title: _____

Dated this __ day of _____, 2022.

COMMONWEALTH EDISON COMPANY

By: _____

Title: _____

Exhibit A**CONSENT TO EXTEND THE TIME TO ASSESS TAX AND FILE A REFUND CLAIM**

Commonwealth Edison Company ("ComEd") and the Village of Buffalo Grove ("Municipality") (collectively the "Parties") consent and agree to the following:

1. The amount of any municipal utility tax due to Municipality on or after January 1, 2020 through December 31, 2020 may be assessed on or before December 31, 2023.
2. On or before December 31, 2023, ComEd may file a claim for refund of, or take a credit for, any municipal tax paid to Municipality in error on or after January 1, 2020 through December 31, 2020.
3. If a provision of the Municipality's Code of Ordinances or any other Illinois law suspends the running of the period of limitations to assess or issue refunds for such tax, then, when the period resumes under such provision, the extended period to assess or request a refund will include the number of days remaining in the extended period immediately before the suspension began.
4. This Form contains the entire terms of the Consent to Extend the Time to Assess Tax and File a Refund Claim. There are no representations, promises, or agreements between the Parties except those found or referenced on this Form.

Dated this __ day of _____, 20__.

VILLAGE OF BUFFALO GROVE

By: _____

Title: _____

Dated this __ day of _____, 20__.

COMMONWEALTH EDISON COMPANY

By: _____

Title: _____



Ordinance No. O-2023-26 : Lake County Intergovernmental Agreement (Arlington Heights Rd)

Recommendation of Action

Staff recommends approval subject to Village Attorney review and approval.

SUMMARY: Lake County and the Village are proposing to enter into an Inter-Governmental 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.

ATTACHMENTS:

- Memo T Bragg_AH Rd IGA_3-13-2023(DOCX)
- ORD_Lake County_AH RD Recon_3-13-2023 (DOCX)
- Final Agreement with Exhibits v5 (PDF)

Trustee Liaison
Smith

Staff Contact
Kyle Johnson, Engineering

Monday, March 20, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 13, 2023

TO: Dane Bragg, Village Manager

FROM: Kyle Johnson, Assistant Public Works Director

SUBJECT: Arlington Heights Road Reconstruction Intergovernmental Agreement (IGA) with Lake County

Recommendation

Staff recommends entering into an Intergovernmental Agreement with Lake County for the proposed improvements to Arlington Heights Road from Lake Cook Road north to Thompson Boulevard as it is in the best interest of the Village. The project includes roadway reconstruction, and sidewalk, street lighting, and landscaping improvements. To improve Village infrastructure outside of this project or separately would likely require the Village to pay a higher cost in the future and cause additional disruption to the traveling public, therefore, staff recommends approval.

Project Overview

Lake County plans to reconstruct Arlington Heights Road between Lake Cook Road (south terminus) and IL-83 including resurfacing of the small section of Arlington Heights Road north of IL-83 to 500 feet south of Thompson Boulevard (north terminus). Construction is planned to begin in 2024. This project is intended to facilitate the free flow of traffic and ensure the safety of the traveling public along this highly traveled roadway. As part of the Arlington Heights Road reconstruction project, intersection improvements will be made at the Village Street intersections of Checker Drive, and Fremont Way with Arlington Heights Road. The project additionally includes minimal street lighting improvements along the corridor.

Enclosed is an Inter-governmental Agreement (IGA) with Lake County which details the Village's cost contribution to the project based on work to Village owned infrastructure. The current cost estimate utilized to create this agreement have the Village's anticipated total obligation as \$1,053,876.52 with payment occurring in two 50% payments. The first payment will be due upon Lake County awarding the construction contract. The second payment will be due upon final completion of the improvements. The project will be publicly bid by Lake County who is subject to the same bidding guidelines as the Village. The Village's cost can be covered with next year's road budget.

The roadwork is currently being designed by Peralte-Clark, LLC. Modifications to Village infrastructure will meet Village standards.

ORDINANCE 2023-_____

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH LAKE COUNTY
RELATING TO THE RECONSTRUCTION OF ARLINGTON HEIGHTS ROAD IN THE VILLAGE OF BUFFALO GROVE**

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

WHEREAS, the Village of Buffalo Grove seeks to enter into an Intergovernmental Agreement with Lake County relating to the reconstruction of Arlington Heights Road between Lake Cook Road and 500 feet south of Thompson Boulevard; and

WHEREAS, the overall total cost for improvements to Village owned and maintained infrastructure within the project limits will be \$1,053,876.52.

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 President is authorized to enter into an Intergovernmental Agreement with Lake County for the reconstruction of Arlington Heights Road between Lake Cook Road and Thompson Boulevard within the Village of Buffalo Grove, a copy of said agreement is attached hereto, pending attorney review.

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

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

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

APPROVED:

 Beverly Sussman, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: ORD_Lake County_AH RD Recon_3-13-2023 (O-2023-26 : Lake County IGA (Arlington Heights Rd))

**AGREEMENT
BETWEEN THE COUNTY OF LAKE AND
THE VILLAGE OF BUFFALO GROVE
FOR THE IMPROVEMENT OF ARLINGTON HEIGHTS ROAD
FROM THOMPSON BOULEVARD TO LAKE COOK ROAD**

THIS AGREEMENT entered into this _____ day of _____, A.D. 2023, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, acting by and through its President and Village Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE may hereinafter be referred to collectively as “parties” and individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY and VILLAGE, in order to facilitate the free flow of traffic and ensure the safety of the traveling public, are desirous to make certain permanent roadway and non-motorized facility improvements to Arlington Heights Road (COUNTY Highway 79) between Thompson Boulevard and Lake Cook Road; including but not limited to road reconstruction, sidewalk, street lighting, and landscaping (hereinafter IMPROVEMENT); as generally depicted in Exhibit A, and referred to as COUNTY Section 17-00193-08-PV and,

WHEREAS, the IMPROVEMENT limits are generally depicted on Exhibit A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by Peralte-Clark, LLC, which, by reference herein, hereby become a part hereof. As of this writing, the current version of the plans are dated 09/26/22 (Preliminary Version); and,

WHEREAS, the COUNTY has jurisdictional authority and maintenance responsibility over Arlington Heights Road (COUNTY Highway 79) from Illinois Route 83 to Lake Cook Road; and,

WHEREAS, the VILLAGE has jurisdictional authority and maintenance responsibility over Arlington Heights Road from approximately 500' south of Thompson Boulevard to Illinois Route 83; and,

WHEREAS, the VILLAGE is desirous that the COUNTY include the roadway resurfacing of Arlington Heights Road from Illinois Route 83 to 500' south of Thompson Boulevard (hereinafter VILLAGE RESURFACING), as detailed in the PLANS as part of the IMPROVEMENT. The VILLAGE shall reimburse the COUNTY for the VILLAGE RESURFACING as stipulated in Exhibit B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the VILLAGE owns and maintains certain street lighting facilities within project limits in conflict with the proposed IMPROVEMENT, including light poles, luminaires, foundations, controllers, conduit/unit ducts, and other miscellaneous appurtenances (hereinafter STREET LIGHTING) that need to be modified as part of the IMPROVEMENT; and,

WHEREAS, the COUNTY is desirous that the VILLAGE confirm its ownership and maintenance responsibility of the existing bike path along the east side of Arlington Heights Road (COUNTY Highway 79) and existing sidewalk along the west side of Arlington Heights Road (COUNTY Highway 79) within Village limits; and,

WHEREAS, the VILLAGE is desirous that the COUNTY install a raised median, inclusive of grass (VILLAGE will provide VILALGE's preferred seed mix), which the VILLAGE will continue to own and maintain, and install replacement trees at Jaycee's Bicentennial Park and at the Buffalo Creek Nature Preserve (hereinafter LANDSCAPING) as part of the IMPROVEMENT, without reimbursement from the VILLAGE; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 ct seq., and Section 10 of Article VII of the Illinois Constitution, allows and encourages intergovernmental cooperation; and,

WHEREAS, said IMPROVEMENT will be of immediate benefit to the residents of the COUNTY and the VILLAGE;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the parties do hereby agree to the following:

SECTION I. Recitals/Headings

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the "headings" as contained in THIS AGREEMENT are for reference only, and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

SECTION II
Design, Construction, and Maintenance of the IMPROVEMENT
COUNTY Section Number 17-00193-08-PV

1. The COUNTY agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the IMPROVEMENT, inclusive of the VILLAGE RESURFACING, STREET LIGHTING and LANDSCAPING, (hereinafter PLANS) in accordance with Lake County Division of Transportation (hereinafter LCDOT) policies and standards, with reimbursement from the VILLAGE as hereinafter stipulated.

As of this writing, the current PLANS are the preliminary set of plans and specifications prepared by Peralte-Clark, LLC, with a submission date of 09/26/2022. Said PLANS, by reference herein, hereby become a part hereof. The VILLAGE shall have the opportunity to review and approve said PLANS with respect to the VILLAGE RESURFACING STREET LIGHTING and LANDSCAPING. Said review and approval of the PLANS by the VILLAGE shall not be unreasonably withheld.

2. The VILLAGE agrees it has previously reviewed and approved the VILLAGE RESURFACING and STREET LIGHTING portion of the COUNTY's design engineering contract, included herein in Exhibits C and D.

The VILLAGE further agrees that it's estimated obligation for design engineering at the time of the writing of THIS AGREEMENT is \$201,470.02 for which the VILLAGE shall reimburse the COUNTY as hereinafter stipulated. It is understood that this cost is based on the original intent to reconstruct the portion of Arlington Heights Road within VILLAGE jurisdiction.

3. It is mutually agreed by and between the parties hereto that the IMPROVEMENT will be processed, let, administered, and awarded by LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is September 12, 2023. (The letting date is subject to change, dependent upon project readiness and the availability of project funding.)

It is further mutually agreed by and between the parties hereto that in the event the letting date changes, the VILLAGE may request to remove the VILLAGE RESURFACING from the scope of the IMPROVEMENT through written notification to the COUNTY and at least 60 days in advance of the scheduled letting date.

4. The COUNTY agrees to cause the IMPROVEMENT, inclusive of the VILLAGE RESURFACING, STREET LIGHTING and LANDSCAPING, to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the IMPROVEMENT, inclusive of the VILLAGE RESURFACING, STREET LIGHTING and LANDSCAPING, with reimbursement from the VILLAGE as hereinafter stipulated in Exhibit B attached to THIS AGREEMENT.

5. The VILLAGE agrees to reimburse the COUNTY for one hundred percent (100%) costs associated for the VILLAGE RESURFACING and STREET LIGHTING. (i.e. one hundred percent (100%) of the total cost of design engineering, construction, and construction engineering supervision related to the VILLAGE RESURFACING and STREET LIGHTING).
6. The VILLAGE agrees that, in the event it requests that the COUNTY remove the VILLAGE RESURFACING from the scope of the IMPROVEMENT in accordance with Item 3 above, the VILLAGE shall remain responsible for one hundred percent (100%) of the cost of the design engineering for the VILLAGE RESURFACING.
7. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for the VILLAGE RESURFACING and STREET LIGHTING constructed as a part of the IMPROVEMENT is \$1,053,876.52 as detailed in Exhibit B attached to THIS AGREEMENT.
8. The VILLAGE further agrees that upon award of the construction contract, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum amount based on awarded contract unit prices for the VILLAGE RESURFACING and STREET LIGHTING, an amount equal to fifty percent (50%) of its obligation for the VILLAGE RESURFACING and STREET LIGHTING. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$526,938.26. The VILLAGE further agrees to pay the remaining fifty percent (50%) of its obligation for the VILLAGE RESURFACING and STREET LIGHTING upon completion of the IMPROVEMENT, in a lump sum amount within thirty (30) days of the receipt of an invoice from the COUNTY. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the VILLAGE RESURFACING and STREET LIGHTING. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$526,938.26.
9. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the COUNTY shall continue to have jurisdictional and maintenance responsibility over Arlington Heights Road (COUNTY Highway 79), from Illinois Route 83 to Lake Cook Road, and the VILLAGE shall continue to have jurisdictional and maintenance responsibility over Arlington Heights Road from Illinois Route 83 to 500' south of Thompson Boulevard.
10. The VILLAGE agrees to grant a RIGHT OF ENTRY permit to the COUNTY, included herein in Exhibit E, at no cost to the COUNTY, for the purpose of installing LANDSCAPING at the Buffalo Creek Nature Preserve and Jaycee's Bicentennial Park.
11. It is mutually agreed by and between the parties hereto that the VILLAGE currently owns and maintains non-motorized facilities within the COUNTY right-of-way, including but not limited to bike path on the east side of Arlington Heights Road (COUNTY Highway 79) (Illinois Route 83 to Lake Cook Road) and sidewalk on the west side of Arlington Heights Road (COUNTY Highway 79), (Illinois Route 83 to 50' north of Carlton Place,

ADA ramps at the Southeast and Northeast corners of the Arlington Heights Road (COUNTY Highway 79) and Checker Road intersection and the ADA ramp at the northeast corner of the Arlington Heights Road (COUNTY Highway 79) and Lake Cook Road intersection), hereinafter NON-MOTORIZED FACILITIES.

12. Upon completion of the IMPROVEMENT, the VILLAGE agrees to assume, or continue to assume, ownership and maintenance responsibilities over the NON-MOTORIZED FACILITIES, STREET LIGHTING, and LANDSCAPING.
13. It is mutually agreed by and between the parties hereto that the VILLAGE shall submit to the COUNTY, for the COUNTY's approval, an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by September 1, 2023 to confirm its ownership and maintenance responsibilities for the NON-MOTORIZED FACILITIES, STREET LIGHTING, and LANDSCAPING within COUNTY highway right-of-way, the approval of which shall not be unreasonably withheld by the COUNTY.
14. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE agrees that the operation and maintenance of the NON-MOTORIZED FACILITIES and LANDSCAPING within the COUNTY highway right-of-way shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that the VILLAGE shall perform its maintenance on the NON-MOTORIZED FACILITIES and LANDSCAPING within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm, and in accordance with current LCDOT Traffic Control Standards.

SECTION III. General Provisions

1. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
2. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY's County Engineer to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly

authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.

4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on the date that the last authorized agent of the parties hereto affixes his/her signature.
5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
6. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
7. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
8. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the COUNTY, except as provided for in THIS AGREEMENT.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
11. It is mutually agreed by and between the parties hereto that any notice required by the provisions of THIS AGREEMENT shall be mailed to:

If to the COUNTY:
Director of Transportation/County Engineer
Lake County Division of Transportation
600 West Winchester Road
Libertyville, IL, 60048-1381

If to the VILLAGE OF BUFFALO GROVE:
Village Administrator
Village Hall
50 Raupp Blvd.
Buffalo Grove, IL 60089

12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by January 1, 2028. This term may be extended only when expressed in writing and duly executed by the parties hereto.

VILLAGE OF BUFFALO GROVE

ATTEST:

Janet Sirabian
Village Clerk

By: _____
Beverly Sussman
President

Date: _____

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Director of Transportation /County Engineer
Lake County

COUNTY OF LAKE

ATTEST:

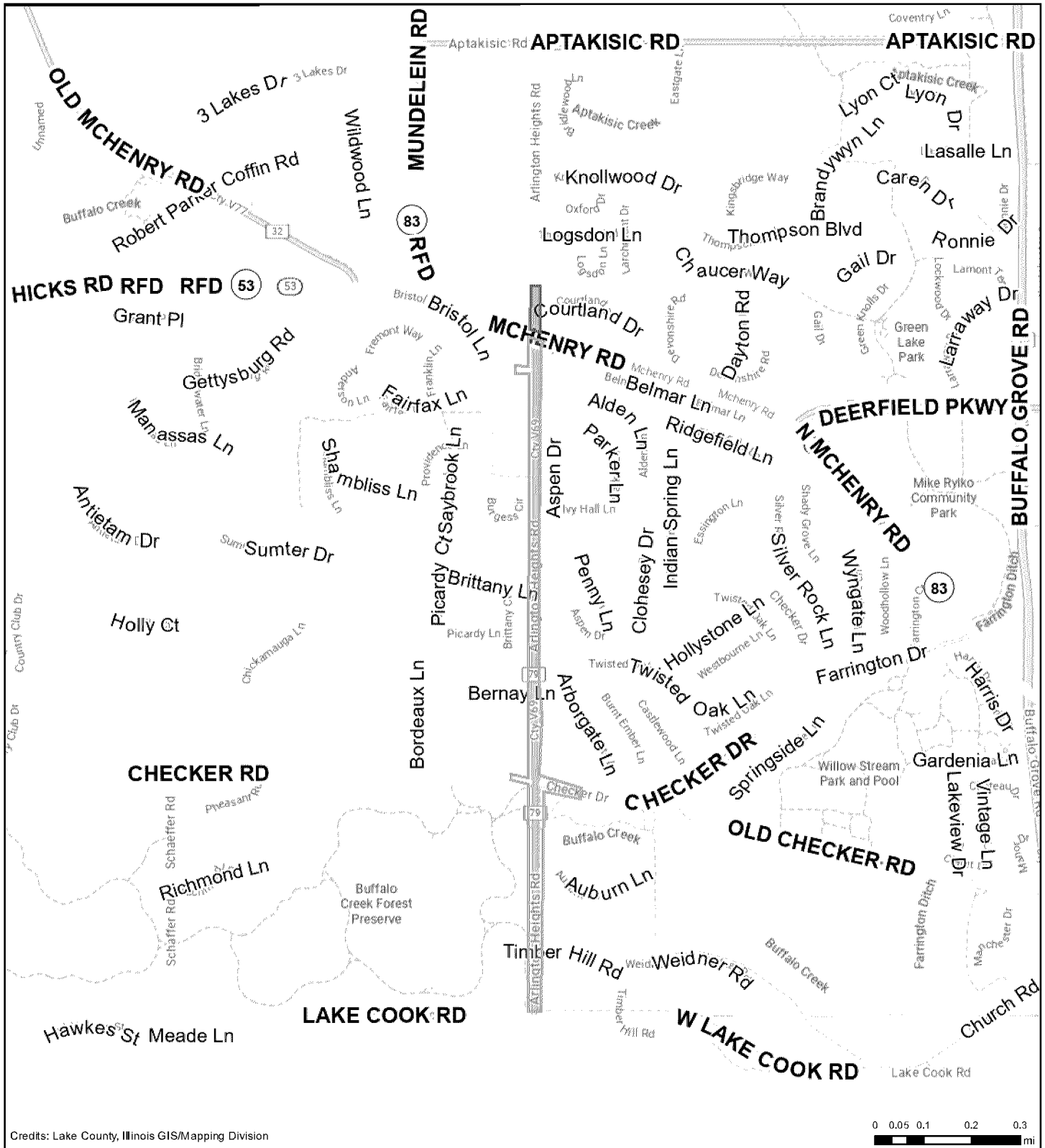
Anthony Vega
Clerk
Lake County

By: _____
Sandra Hart
Chair, Lake County Board

Date: _____

Attachment: Final Agreement with Exhibits v5 (O-2023-26 : Lake County IGA (Arlington Heights Rd))

Arlington Heights Rd Reconstruction - Project Limits



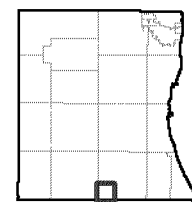
Credits: Lake County, Illinois GIS/Mapping Division



- LCDOT Funded Construction



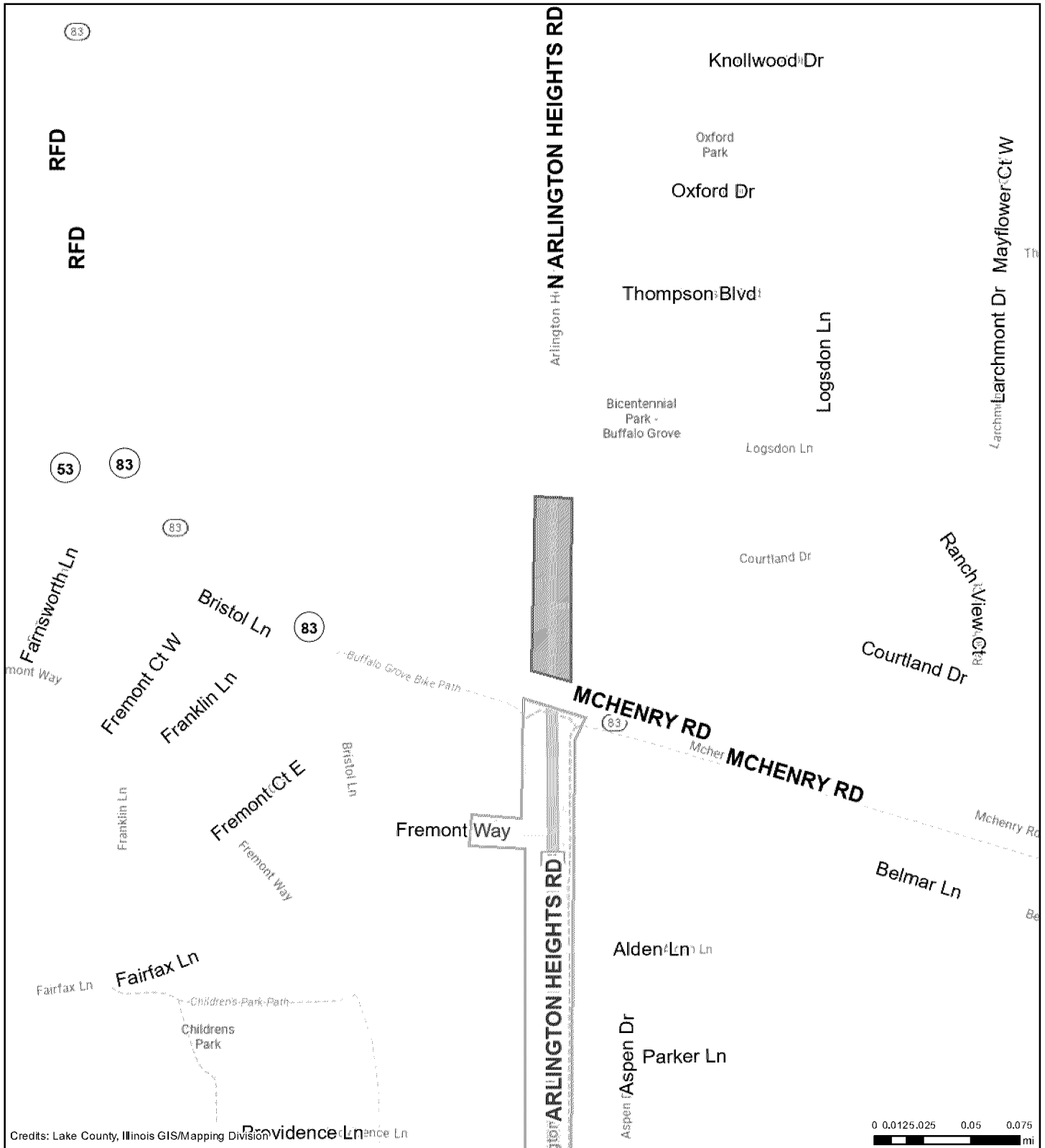
- Village of Buffalo Grove Funded Construction (Resurfacing)



LCDOT GIS
8/18/2022



Arlington Heights Rd Reconstruction - Buffalo Grove Limit



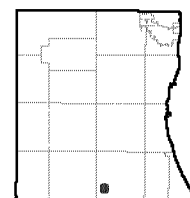
Credits: Lake County, Illinois GIS/Mapping Division



- LCDOT Funded Construction



- Village of Buffalo Grove Funded Construction (Resurfacing)



LCDOT GIS
8/18/2022

Lake County
Division of Transportation

EXHIBIT B
VILLAGE's Estimated Cost Participation
Arlington Heights Road RESURFACING
County Section 17-00193-08-PV

Improvement	Design Engineering*	Construction Engineering**	Construction Cost***	Total Cost
VILLAGE RESURFACING (Arlington Heights Road from IL Route 83 to ~500' south of Thompson Blvd)	\$159,632.02	\$6,516.50	\$65,165.00	\$231,313.52
STREET LIGHTING (at intersections south of IL Route 83 and approach lighting at IL Route 83)	\$41,838.00	\$70,975.00	\$709,750.00	\$822,563.00
Overall Total Cost				\$1,053,876.52

*Design Engineering estimated costs are from contracts provided by Peralte-Clark, LLC (RESURFACING) and Singh & Associates, Inc. (Lighting). It should be noted that Design Engineering costs (RESURFACING) are based on the original intent to reconstruct this portion of the project.

**Construction Engineering is calculated at 10% of construction costs

***Construction Cost utilizes preliminary cost estimates from Peralte-Clark, LLC (RESURFACING) and Singh & Associates, Inc. (Lighting)

Attachment: Final Agreement with Exhibits v5 (O-2023-26 : Lake County IGA (Arlington Heights Rd))



**Arlington Heights Road
Illinois Route 83 to Approximately
500' South of Thompson Blvd.**

**Lake County, Illinois
Section 17-00193-08-PV**

**Phase I and II Engineering Scope of Work
Roadway Reconstruction
January 2020**



171 West Wing Street, Suite 204B
Arlington Heights, Illinois 60005
Phone: 847-485-8069
www.peralte-clark.com

Project Understanding

This project includes elements of Phase I Engineering and full Phase II plan preparation for the roadway reconstruction of Arlington Heights Road from the north right-of-way line of Illinois Route 83 to a point approximately 500 feet south of Thompson Blvd. This project is located within the municipal boundaries of the Village of Buffalo Grove. Design work is anticipated to include full roadway reconstruction of the mainline pavement within the project limits. In general, the pavement has reached the end of its life and will be designed to be replaced in kind. Minor geometric changes may be introduced to the roadway pavement to better channelize traffic through the intersection and align with proposed improvements on the south leg of the intersection.

This project will be funded with local funds from the Village of Buffalo Grove. The Lake County Division of Transportation (LCDOT) will be the lead agency for the design, bidding, letting and construction stages. The preparation of a formal Phase I study is not anticipated for this project; however, elements of a Phase I study are included in this project. Details of the proposed Phase I scope are outlined below. Phase II design will adhere to the current LCDOT plan preparation guidelines and will be subject to IDOT Bureau of Local Roads and Streets (IDOT-BLRS) reviews and approvals. Roadway improvements to Lake Cook Road and Illinois Route 83 are not anticipated as part of this project.

Phase I and Phase II Engineering portions of this project, project study and plan preparation work will be coordinated through IDOT-BLRS in accordance with BLRS Chapter 10 requirements. Because federal dollars are not anticipated to be involved in this project, the schedule of these two phases can overlap.

The project is currently programmed and targeted for construction in 2024. The following scope of work is based on scoping discussions with LCDOT staff on February 5th, 2019 and October 11th, 2019.

Scope of Services – Phase I

The following is our proposed scope of services for Phase I Engineering on this project:

1. Data Collection, Compilation, Review and Evaluation

This task includes obtaining all pertinent data required to complete both Phase I and Phase II work. Coordination will occur with LCDOT, IDOT, the Lake County Stormwater Management Commission (LCSMC), Village of Buffalo Grove, Vernon Township and all other agencies necessary to obtain base data for the project area, including but not necessarily limited to the following information:

- Record roadway and drainage plans, including previous studies/reports, and engineering and as-built plans for past Arlington Heights Road.
- Recorded centerline and right-of-way plans for Arlington Heights Road (V69) and Illinois Route 83.
- Available traffic data.
- Available crash data.
- Available survey data and control data for tying to the Lake County LiDAR mapping.
- Existing and proposed land use and zoning maps, including School Districts, Park Districts, Forest Preserve Districts, Sanitary/Drainage Districts, and Bike/Pedestrian plans as pertinent/available.
- Soils and geological information.
- Public and private utility plans (Peralte-Clark will work with the LCDOT utility coordinator to obtain this information).
- USGS maps and Flood Insurance Rate Maps.
- Public Service routes including Bus, Mail, and Emergency Services.

Peralte-Clark will coordinate with the Lake County GIS Department to obtain available GIS data for the study area, including aerial photography, LiDAR contour mapping, environmental resources, property lines, roadway names, etc.

Peralte-Clark will determine facility deficiencies based on information gathered and prepare exhibits of the data collected as appropriate for use as part of other project tasks. This task will include a plan-in-hand field review of the project area, and contact with key stakeholders within the project area, including the Village of Buffalo Grove, Vernon Township, LCPD, and LCSMC to retrieve appropriate base project data.

Specific work items under this task will include:

- Initial project field review(s)
- Complete a detailed photo log of the site including a detailed inventory of topographic features which may impact or be impacted by the proposed design
- Project data collection including contact and coordination with key project stakeholders.
- Coordination to obtain base project mapping data (LiDAR) and Lake County GIS data.
- Review, analyze, and catalog project data.
- Determine facility deficiencies.

2. Field Survey Work

The survey work for this project will be prepared by **HR Green, Inc. (HR Green)**, as a subconsultant. Surveying will be performed according to the Lake County Division of Transportation (LCDOT), Design Survey Procedures (Revised 10/19/18).

Peralte-Clark, LLC will coordinate with LCDOT to prepare a survey right-of-entry letter for survey work on private property. HR Green will contact property owners, to the extent possible, in advance of surveying on private property.

On this basis, HR Green will perform the following survey tasks in accordance with applicable Lake County Survey Procedures:

Horizontal Control: Utilizing state plane coordinates, HR Green will set recoverable primary control utilizing GPS and robotic total station equipment. It is assumed that the control for the one-foot contour Lake County LiDAR mapping is Illinois State Plane East, NAD83 (2011).

Vertical Control: It is assumed that either LCDOT has benchmarks available in the vicinity of the project or that HR Green will be allowed to establish vertical control (NAVD88) utilizing GPS and the nearest NGS vertical monuments. A level circuit within the above identified survey limits will be run to establish benchmarks and assign elevations to the horizontal control points.

Topographic Survey: A total of 600 feet will be surveyed along North Arlington Heights Road from the north line of Illinois 83 intersection and extending to 450 feet south of Thompson Boulevard. The survey will extend 25 feet beyond the existing right-of-way line, beyond which the Lake County LiDAR mapping (1-foot contours) will be used. Survey will include existing visible features and improvements. Existing utilities and wetlands delineated by Huff and Huff will be surveyed from visible markings or flags by others. Storm, sanitary sewer and watermain structures will be surveyed, including rim elevation, invert pipe size, direction and elevation as observed at unlocked manholes. HR Green will field locate all pavements, driveways, curb and gutters, pavement markings, signs, drainage structures, driveway culverts, crossroad culverts, and other planimetric features within the above noted survey limits.

Base Mapping: HR Green will compile all the above information into one base map MicroStation drawing suitable for plotting at 1'=20' scale that is representative of existing conditions for use in all Phase I and Phase II engineering work in developing the detailed plan, profile and cross sections for the preferred alternative. Survey base map drawing will be generated in MicroStation V8i SS4.

Cross Sections: HR Green will survey cross sections at 50' intervals within the survey limits, at driveways, roadway culverts, and at all other grade controlling features. The cross sections will extend 25 feet beyond the existing right-of-way line.

Existing Right of Way Survey: The existing dedicated or conveyed ROW will be surveyed per provided plats and documents from LCDOT and IDOT along with research performed at the Lake County Recorder for adjoining subdivision plats. Survey will be based on documents and field survey/recovery of existing monuments.

Specific work items under this task will include:

- Completion of topographic survey.
- Coordination with LCDOT Utilities Coordinator.
- Obtaining existing utility information from utility agencies and incorporation of data obtained into the topographic survey base map.

Scope Omissions:

- Coordination with LCDOT for survey right-of-entry letter will be handled by Peralte-Clark.
- The preparation of ROW and/or easement acquisition documents for Buffalo Grove.

3. *Alternate Geometric Studies*

No Alternate Geometric Studies will be prepared as part of the project. Proposed roadway geometry will be designed to match existing roadway geometry.

4. *Roadway Drainage*

The drainage design and permitting work for this project will be prepared by **HR Green, Inc. (HR Green)**, as a subconsultant.

Preliminary Drainage Design: Design criteria for the project will be developed and coordinated with Buffalo Grove to verify how the project will be designed. HR Green will identify drainage problems by researching LCDOT and Buffalo Grove flooding and maintenance records, coordinating with local agencies and conducting site investigations. The project scoping report indicated there has been no reported pavement flooding within the corridor. No drainage investigations are assumed for the Buffalo Grove section.

Existing Drainage Plan: The existing drainage system will be analyzed to determine the suitability for continued use. This will involve the preparation of an Existing Drainage Plan (EDP). The EDP includes an evaluation of existing drainage conditions through a review of record drawings of the roadway plans, maps, reports and field review. Data collection as part of this task includes obtaining pertinent record drawings, storm sewer atlases, USGS maps, soils maps, topographic maps and other pertinent data. Determine whether to maintain or replace existing storm sewer systems, based on visual evaluation of sewer inspection videos to be provided by LCDOT and hydraulic need. Off-site and on-site drainage areas and existing drainage systems will be delineated on the base project mapping.

Agency Coordination: HRG will coordinate with the Village of Buffalo Grove, LCDOT, and LCSMC regarding drainage patterns and concerns, and sensitive drainage areas and/or outfalls. Based on a review of project area mapping there do not appear to be any sensitive outlets that will require water quality BMPs or detention within the Buffalo Grove section.

Specific work tasks associated with development of the EDP includes the following:

- Identify the tributary drainage area to inlets and outfalls.
- Identify existing drainage outfalls.

- Evaluate outfall sensitivity and suitability for continued use.
- Preparation of the EDP.
- Coordination meetings for the EDP with LCDOT, LCSMC, and the Village of Buffalo Grove.

5. *Retaining Wall Design*

No retaining wall design is assumed to be needed for the Buffalo Grove section.

6. *Traffic Maintenance Analysis*

No traffic maintenance analysis is assumed to be needed for the Buffalo Grove section.

7. *Utility Coordination*

Utility coordination and utility locating (Subsurface Utility Engineering, or SUE) for this project will be completed by **HBK Engineering, Inc. (HBK)**, as a subconsultant.

Initial Coordination/Data Collection:

The proposed improvements will require coordination with public and private utilities that have facilities within the project corridor. HBK will coordinate with any utility companies found to have facilities located within the vicinity of the project limits through a JULIE Design Stage/Planning Information Request. A request will be made for these utilities to provide any available maps of existing facilities. It has been estimated that there will be up to eight public and private utilities to coordinate with.

Utility Locating

HBK will perform SUE Level D and B locating of any utility facilities located within the project limits. Level D information will be obtained from utility atlases, JULIE requests, and other reliable sources. Qualified HBK staff will perform Level B locates of underground utilities within the project limits and mark them with appropriately colored paint or flags. HBK staff will coordinate with HR Green's survey crew so that utility markings can be incorporated into their work (picked up by their survey crew) in a timely manner.

SUE Level D and B locating shall include underground traffic control facilities at signalized intersections to the extent allowed by MOT limitations, worker safety, and the ability of the facilities to transmit a locating tone.

Level A locating (potholing or otherwise exposing buried utilities) is not included in this scope of work. If needed, Level A locating can be added to the scope at a later date.

Utility Data Base Mapping

HBK will coordinate with HR Green so that utilities can be depicted accurately in the survey data and utility base maps. This shall include time allotted for utility base map QA/QC.

Preliminary Design Coordination Meetings

HBK will coordinate with utility companies during Phase I Engineering. HBK will send preliminary plans to utility companies to verify the locations of their facilities and review preliminary design to determine if

there are any significant conflicts that need to be reviewed. HBK will also coordinate with the roadway design team to develop understanding the presence of utilities, their type, and possible issues with protecting and/or relocating those utilities.

8. *Intersection Design Studies*

It is assumed that no Intersection Design Studies will be needed for the Buffalo Grove section.

9. *Environmental Surveys, Analysis and Coordination*

The environmental work for this project will be prepared by **Huff and Huff, Inc. (H&H)**, as a subconsultant.

This project includes roadway reconstruction of Arlington Heights Road from Illinois Route 83 to a point approximately 500 feet south of Thompson Blvd. This project is located within the municipal boundaries of the Village of Buffalo Grove and Village of Long Grove.

The following scope of environmental services will be completed for the Arlington Heights Road project by H&H. These include:

- Preliminary Environmental Site Assessment (PESA)
- Wetland/Surface Waters Delineation
- Wetland Report
- ESR Submittal

Preliminary Environmental Site Assessment (PESA): H&H will prepare separate Preliminary Environmental Site Assessment for the Project Corridor. The process will follow general protocols associated with ASTM E1527-13, which is a standard environmental site assessment methodology and IDOT procedures. These protocols are consistent with the "Preliminary Site Assessment (PESA)" procedures outlined by the Illinois Department of Transportation (IDOT) in BDE #66-10A and the "Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Highway Projects." No soil sampling is included in this task. Soil management and CCDD issues will be investigated during Phase 2 and is not included in this Phase I scope of services.

A. Historical Research

The project corridors historical land use/ownership records will be developed from standard historical sources. Historical aerial photographs or historical maps, such as Sanborn Fire Insurance Maps, will be reviewed, as available. The review will identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

B. Site Evaluation

Current environmental features and conditions of sites adjacent to the right-of-way/project areas will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

C. Records Review

A records review will be conducted to determine potential environmental concerns within the study areas. The reviews will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. The searches are based on the outline of the study areas.

Specifically, H&H will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the Illinois Environmental Protection Agency (IEPA) to obtain additional data pertaining to identified sites.

D. Report Preparation

A PESA report summarizing the results of the evaluation will be prepared for the project corridor. The following information will be included in these reports:

- a) The project location and description
- b) Historical uses of corridor.
- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, wastewater, and PCBs.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding environmental concerns. This will include IDOT's BDE Manual Chapter 27-3, Special Waste Procedures, and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris management.

Wetland/Surface Waters Delineation: H&H will conduct a wetland and surface water delineation using current methods and guidance from the U.S. Army Corps of Engineers (USACE), which is outlined in the 2010 "USACE Midwest Region Manual." Based on a cursory review of available mapping and current aerial photography, no wetlands are apparent. H&H will conduct a delineation of this section of the project. If no wetlands are present, only a summary letter will be prepared documenting that no wetlands are present. If a wetland is identified within the project, the findings will be summarized in the overall wetland report being prepared for the project.

A. On-Site Investigation (Field Inventory)

The on-site investigation will be conducted by H&H staff experienced in Federal methods for conducting wetland delineations. H&H will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine if wetlands are present. The wetland perimeters will be surveyed in the field by H&H.

Wetland and surface water delineations will be conducted that will meet the requirements of Executive Order 11990, "Protection of Wetlands" Section 404 of the Federal Water Pollution Control Act as amended by the Clean Water Act (Corps of Engineers, Section 404 Permit) and the Illinois Environmental Protection Agency (IEPA Section 401 Guidelines) regulations. These regulations pertain to the placement of fill or alterations of drainage within wetlands of any type and apply to private as well as publicly owned wetlands. The investigation will meet the

requirements of these regulations by identifying the type, functions, and approximate boundaries of all wetlands and surface waters.

Wetlands and surface waters found will be classified according to type using the "Classification of Wetlands and Deep Water Habitats of the U.S." by Cowardin. Wetland boundaries will be defined using the *Midwest Region Manual* (USACE, 2010). Each potential wetland area will be evaluated for the presence of wetland indicators comprised of hydrophytic vegetation, hydric soils, and wetland hydrology. Functions of wetlands will be evaluated from field observations.

This task includes time for a boundary verification and preparation and submittal of preliminary jurisdictional determination to the Lake County Stormwater Management Commission (SMC). The boundary verification will be conducted in conjunction with the overall project verification.

The wetland delineation will be scheduled according to the designated Lake County SMC and USACE growing season for Lake County, which begins on May 15th and ends October 1st.

Wetland Report: A wetland and surface waters delineation report will not be prepared. If no wetlands are identified in this section, a summary letter will be prepared in lieu of a full report. If wetlands are present, then the findings will be included in the overall wetland report for the project.

As the resource agencies will review this entire project as one effort, separate reports and permitting will not be included in this scope.

Wetland permitting will be conducted in Phase 2 in conjunction with the overall project permitting as the resource agencies will most likely review the entire project as a whole to avoid piecemealing.

Tree Survey and Tree Survey Report: **No tree survey will be prepared for this project.**

ESR Submittal: The environmental evaluation will be initiated through the submittal of the Environmental Survey Request Form (ESRF). The ESR limits will be wide enough to incorporate reasonable alternatives and areas potentially affected, such as the drainage areas, detention areas, and compensatory storage sites. Environmental resource areas covered by the ESRF include wetlands, special waste, cultural (historical and archaeological) and state listed threatened and endangered (T&E) species. Special waste and wetlands will be conducted as part of this contract.

Huff & Huff will prepare the ESRF package and send it to the Environmental Studies Unit at IDOT District 1 for review.

10. Geotechnical Investigation

This task includes obtaining roadway and structural soil borings along Arlington Heights Road between a point approximately 500' south of Thompson Drive located and Illinois Route 83 for design purposes as part of subsequent Phase II engineering. Peralte-Clark, LLC will utilize **Interra, Inc. (INTERRA)** for this work.

Village of Buffalo Grove

The scope of work includes locating and drilling three (3) roadway soil borings. The roadway borings will

be drilled to a depth of 6.0 to 10.0 feet each from the existing ground/pavement surface, based on the existing ground elevation and proposed design grades. The roadway borings will be spaced 200 feet to 300 feet apart and staggered, in general accordance with the IDOT Geotechnical Manual guidelines. The borings will be primarily drilled within the existing roadway and in the shoulder areas of Arlington Heights road.

The location of the borings will be finalized upon consultation with the client. The location of the borings will be adjusted based on field conditions, accessibility and utility conflicts. We anticipate closing of lanes during drilling two roadway borings. Additionally, we anticipate the need for flaggers. Traffic control signage and flaggers will be utilized as needed during drilling to ensure safety of drilling crew and traffic.

The borings will be drilled with a truck-mounted drill rig. Soil sampling in the borings will be performed in general accordance with American Society for Testing and Materials (ASTM) standards, D 1586 "Penetration Test and Split Barrel Sampling of Soils". Observation for groundwater will be made during and immediately after the completion of the drilling. After the completion of the drilling, the boreholes will be backfilled with the soil auger cuttings from the same borehole. Where required, the surface will be patched with cement or asphalt to match surrounding elevations.

All field sampling and laboratory testing will be performed in general accordance with IDOT specifications. Laboratory testing includes moisture content tests, unconfined compressive strength tests using a RIMAC tester on all recovered soil samples. Standard Proctor tests, Illinois Bearing Ratio tests will be performed on bulk samples recovered from the proposed roadway areas. The final geotechnical report will be in general accordance with the IDOT Geotechnical Manual guidelines.

Environmental Screening: Interra will coordinate field activities with the environmental sub-consultant to facilitate soil sample screening with a Photoionization Detector (PID) and soil sample collection for analytical testing.

Specific work tasks will include:

- Pre-field work coordination with LCDOT on the boring plan, including traffic maintenance prior to field work.
- Post-field work meeting at LCDOT to discuss results and report preparation.
- Coordinate with environmental sub-consultant to allow soil sample screening and sampling for potential contamination.
- Prepare geotechnical report in general accordance with the IDOT Geotechnical Manual guidelines.

11. Preliminary Roadway Lighting Design

The preliminary roadway lighting design for this project will be prepared by **Singh & Associates, Inc. (Singh)**, as a subconsultant.

Singh shall be responsible for providing lighting assessments for the existing lighting system and for the existing system retrofitted with LED fixtures.

Specific work tasks will include:

- Site visits and review of existing lighting conditions including photo log
- Photometric study of existing lighting system

- Lighting exhibits showing layout of existing lighting system
- Photometric study of existing lighting retrofit with LED for preferred roadway alternative
- White paper outlining findings of the two studies
- Coordination with local and state agencies for preferences, participation, and special requirements.

12. Project Design Coordination Meetings

Project design coordination meetings with the Village are included as part of the scope of services for the LCDOT jurisdiction section, south of IL Route 83. No hours are included as part of this scope for this effort.

13. Project Administration and Quality Assurance/Quality Control

This task includes overall project administration and management, as well as Quality Assurance/Quality Control (QA/QC) reviews associated with major project deliverables.

Project administration includes managing the day to day work effort on the project to ensure an efficient project development process including work force allocations, budget oversight, monthly progress reviews to ensure project milestones are being met to the extent possible.

QA/QC reviews will occur as part of major project deliverables in accordance with Peralte-Clark's established QA/QC procedures.

Specific work tasks will include:

- General project management/administration including staff resource allocation, task/schedule oversight, quality reviews, etc.
- Prepare monthly progress reports including a copy of the overall project schedule.

Scope of Services – Phase II

The following is our proposed scope of services for Phase II Engineering on this project:

1. Supplemental Field Survey and Plat of Highways Preparation

None Anticipated.

2. Environmental Surveys, Analysis and Coordination

The environmental work for this project will be prepared by **Huff and Huff, Inc. (H&H)**, as a subconsultant.

The following scope of environmental services will be completed for the Arlington Heights Road project by H&H. These include:

- USACE Section 404 Permitting
- Lake County Stormwater Management Commission Permitting
- Preliminary Site Investigation (PSI) and CCDD

USACE Section 404 Permitting: Because the regulatory agencies will most likely consider the entire Arlington Heights Improvement as one project, a separate permit package for the Buffalo Grove section will not be prepared and submitted. If wetlands are present with the Buffalo Grove section, permitting and mitigation will be considered for the entire project as a whole.

Lake County Stormwater Management Commission Permitting: If local permitting is required, the Buffalo Grove section of Arlington Heights Road will be included in the overall permit submittal for the entire Arlington Heights Road project. It is anticipated that the regulatory agencies will review the project as a whole and not piecemeal the permitting and mitigation for the project.

Biological Clearances: The biological clearances will be obtained through the ESR process.

Archeological Review: The cultural clearances will be obtained through the ESR process.

Preliminary Site Investigation (PSI) and CCDD: The final scope of the PSI will be determined based on findings of the PESA proposed for completion during Phase I. The following preliminary scope is based on our understanding of the project corridor. However, additional potentially impacted properties (PIPs) or sites with recognized environmental conditions (RECs) may be identified during the PESA that have not been considered in this preliminary scope. Therefore, the PSI scope should be re-evaluated after completion of the PESA.

A. Soil Borings and Soil Sampling

H&H will collect split samples in conjunction with the proposed geotechnical borings to be completed by others. It will be important to coordinate with the project team to review the proposed geotechnical boring locations and adjust or add to their scope, as/if necessary, to provide coverage for environmental purposes. Even if borings need to be added to the geotechnical firms' scope, in our experience, it would still be more cost effective to have a single driller instead of mobilizing separately for geotechnical and

environmental purposes. Therefore, direct costs for drilling and traffic control services have NOT been included with this scope. Also, we assume that the geotechnical drilling firm will be responsible for the utility locating process, including marking the borings in the field.

It is anticipated that one day of field effort will be required with up to six (6) borings completed, preferentially located in close proximity to any identified sites and the also staggered for coverage of both sides of the roadway. This would provide full corridor coverage for any PIPs/RECs that may be identified and also to account for CCDD assessment in non-PIP/REC areas. The final location of the borings will be determined using the findings of the PESA and proposed project plans. H&H will also determine depths of planned borings prior to mobilization consistent with project plans as provided by Client, in conjunction with PESA findings. Currently it is estimated that borings will be advanced to depths of approximately 4 to 12 feet below ground surface.

B. Analytical

Laboratory analysis of soil samples is proposed to be consistent with constituents of concern (COCs) as determined from the PESA as presented below. Boring locations where petroleum products or other volatile organic compounds represent the primary concern, samples will be field screened with a photoionization detector (PID). The sample with the highest PID reading in each boring will be analyzed for:

- **Volatile Organic Compounds** (up to 1 sample) – VOCs are volatile compounds found in gasoline and related to various solvents;
- **Benzene, toluene, ethylbenzene, and xylenes** (up to 2 samples) – BTEX is a subset of VOC compounds and typically analyzed for petroleum-only sites that do not also include potential for chlorinated compounds.
- **Semi-Volatile Organic Compounds (SVOCs) or Polynuclear Aromatic Hydrocarbons (PNAs)** (up to 2 samples each) – SVOCs are semi-volatile compounds commonly formed during incomplete combustion of organic compounds. PNAs are a subset of SVOCs and can be formed by the combustion of wood, coal, and petroleum products. They are also found in less refined, nonvolatile petroleum products and can be used to identify potential for diesel or fuel oil contamination in soil.

Other field screening factors such as visual, or proximity to potential sources of known contamination to determine which samples will be analyzed to identify the presence of:

RCRA Metals, total and SPLP/TCLP methods (up to 3 samples) – Federal environmental regulations identify eight (8) heavy metals as hazardous if present in a *solid waste* at concentrations above varying threshold concentrations. Samples will be analyzed for select RCRA Metals, some of which may require further SPLP or TCLP analysis to determine compliance with the CCDD maximum allowable concentrations (MACs) (up to 2 samples).

In addition, soil samples will be analyzed for soil pH from each boring location, analyzed with a field meter consistent with CCDD sampling requirements with select pH samples submitted for laboratory analysis (up to 6).

C. PSI Report Preparation

A report summarizing the results of the soil sample collection activities and analytical results will be

prepared. This document will present information pertinent for the bidding documents regarding conditions of soils tested, handling and final disposition considerations.

D. CCDD (LPC-Form) Documentation

The soil sample results will be compared to the Maximum Allowable Concentrations (MACs) associated with CCDD facility acceptance, including the soil pH range of 6.25 to 9.0. If results achieve the MAC values, H&H will prepare the LPC-663 document that will be signed/stamped by H&H. This proposal assumes the potential for requiring a separate form for each area to account for this currently unknown situation.

Any locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal.

3. Roadway Plans

The preferred alternative will be detail designed in preparation for construction plans. It is anticipated that the plans will be included as part of the overall LCDOT Arlington Heights Road roadway reconstruction contract documents and will not be prepared as a separate contract package. The project team will follow the LCDOT Plan Preparation Guidelines. It is anticipated that each submittal will be made electronically in PDF format as well as three sets of 11" x 17" sized drawings for the Preliminary and Pre-Final submittals. One (1) set of 11" x 17" plans will be provided for the Final submittal. CAD files used in the production of the plan set will also be submitted after the 100% submittal. Assembly of the construction plans will be completed under this task.

LCDOT and External Submittals and Reviews: During Phase II, the following submittals are anticipated:

- Preliminary (60%)
- Pre-Final (90%)
- Final (100%)

The Preliminary Plans will be submitted to LCDOT, local municipalities and IDOT BLRS for review. The Pre-Final contract documents will be submitted to LCDOT, LCSMC, CCDOTH, local municipalities and IDOT BLRS for review and permitting. We will also submit the contract plans to known utility companies within the project limits. This submittal will sufficiently define the conflicts so that the utility companies can, at a minimum, perform the necessary engineering for any required utility relocation work. This task shall include any meetings with reviewing parties to discuss the review.

An anticipated sheet list has been included in Attachment A and detailed out in the sections below:

General Plan Set Components: General Notes, Summary of Quantities, Schedule of Quantities, Alignment & Ties, and Typical Sections will be prepared according to LCDOT Plan Preparation Guidelines.

Removal Plan & Profile: It is anticipated that due to plan sheet clarification, separate existing/removal plan and profile sheets will be prepared.

Roadway Plan & Profile: 1" = 20' plan and profile sheets, including proposed drainage (as practical).

Traffic Control Plans: 1" = 50' Maintenance of Traffic double plan sheets by stage, including typical sections and specific maintenance of traffic notes.

Erosion Control Plans: See Erosion Control Plans and SWPPP Plan Preparation section.

Pavement Marking & Landscaping Plans: It is anticipated due to plan sheet clarification, separate pavement marking and landscaping plans will be prepared.

Sidewalk & ADA Ramp Sheets: Separate ADA sidewalk detail sheets will be created and inserted into the plans. Details will be provided for intersection quadrants and driveway locations.

Cross Sections: The cross sections will be prepared at 50-foot intervals and will include full sections at intersections of streets, high and low points along the roadway profile, beginning of project, and end of project limits. Construction details with half width cross sections will be prepared at driveways and access points. This work will be in accordance with Lake County Division of Transportation Plan Preparation Guidelines.

Detail Sheets: Provide applicable Village of Buffalo Grove, IDOT and project specific details.

Municipal Utility Relocation Sheets: Peralte-Clark will coordinate with local municipalities to include plans (by others) in the LCDOT bid package set for the relocation of municipal-owned utilities (such as street lighting, sanitary & water utilities, etc.) as part of the LCDOT bid document package. Each participating municipality will be responsible for providing bid quantities, plans, specifications and estimates for this work in accordance with the design team's milestone deliverable dates established in the Phase II design schedule.

4. Roadway Drainage Plans and Permitting

Proposed Drainage Plan: The LDTM will utilize the contract drainage plan deliverable for the Proposed Drainage Plan (PDP), there will not be a separate PDP developed for the LDTM. The PDP being used as final contract plans includes an evaluation of proposed drainage conditions for the identified preferred alternative. A closed drainage system is anticipated to be provided within the limits of the proposed improvement. The purpose of completing an EDP and PDP will be to determine changes in drainage areas to the outfalls within the project limits and define the change in impervious area at the outfalls.

The proposed drainage system will be designed using the latest Bulletin #70 rainfall data (tentatively effective in 2020). Arlington Heights Road within this section of Buffalo Grove will consist of curb and gutter sections with storm sewer for drainage. The storm sewer sizing, inlet spacing, and the sizing of the related lateral storm sewers will be performed as part of the Phase II design. No minor culverts or driveway culverts are anticipated to be designed in this section.

Subsequent to the approval of final geometry, the PDP/Contract Plans will be prepared to reflect pertinent review comments from Buffalo Grove, LCDOT and LCSMC.

Specific work tasks associated with development of the PDP/Contract Plans for the project will include the following:

- Delineate off-site and on-site drainage areas and perform hydraulic and hydrologic analyses using XP-SWMM.
- Ensure reinstatement of existing drainage patterns.

- Identify and account for any diversions.
- Evaluate the needs for additional rights-of-way and drainage easements for drainage purposes.
- Evaluate the stormwater detention requirements in accordance with the Lake County Watershed Development Ordinance (WDO). Runoff volume reduction (RVR) techniques will be reviewed and incorporated in the proposed drainage plan as determined appropriate.
- Evaluate the need for stormwater quality BMP enhancements in accordance with LCSMC and/or Army Corps of Engineers guidelines.
- Coordination meetings for the PDP with LCDOT, LCSMC, IDOT, the Village of Buffalo Grove and Huff and Huff relating to USACE.

Proposed Drainage Design

- Outlet Evaluation – Evaluate existing outlets to determine their suitability for continued use and sensitivity to an increase in rate and volume of stormwater runoff. One (1) outlet is anticipated within the project limits that will need to be analyzed.
- HR Green will use XP-SWMM to create a storm sewer model for the proposed drainage system that will include the mainline storm sewer, laterals and inlets. A 10-year frequency storm will be used for design and the system will be checked for the 100-year storm event.
- Stormwater Detention Evaluation – There is no anticipated need for stormwater detention as part of this project.
- Water quality basins are not anticipated to be necessary as part of this project.
- Local & Other Agency Coordination - Coordinate drainage related issues with IDOT, LCDOT, LCSMC, and the Village of Buffalo Grove and other agencies as appropriate.
- Proposed Drainage Plan – Prepare a Proposed Drainage Plan to fully describe the proposed drainage plan and reflect drainage calculations for drainage system size, type and location.
- Floodplain Evaluation – there is no floodplain as part of this project.
- Prepare Exhibits – Complete all drainage tasks, sort out all data and exhibits and add these to the LDTM being prepared for the LCDOT in compliance with requirements listed in ACEC-Illinois / IDOT 2014 Drainage Seminar handouts.
- A site visit is intended to clarify field conditions related to the design of the drainage facilities. Allocated two personnel for one (1) site visit for this project.

Permitting: HR Green will coordinate with and prepare Permits for LCSMC based on the WDO. Based on the anticipated impervious area detention will not be required due to a change in impervious area but may be required for sensitive outlets. Erosion and sediment control permitting will be completed by others and wetland and riparian permitting will be completed by others. The LCSMC permitting for Buffalo Grove will not be separate and will be combined with the permitting completed for the LCDOT portion of Arlington Heights Road.

Technical Drainage Memorandum: This task includes inclusion of the Buffalo Grove portion of the project in the Location Drainage Technical Memorandum (LDTM) being prepared for LCDOT for this project. It is anticipated that the LDTM will follow the 2014 ACEC Drainage Seminar format for improvements associated with this project, except that the final drainage plan and profile sheets will be used as a PDP in the LDTM. The LDTM for Buffalo Grove will not be separate and will be combined with the LDTM completed for the LCDOT portion of Arlington Heights Road.

Deliverables:

- a) The following will be provided at the Preliminary Plan (60%) submittal stage:
 - i. The submittals will include the following:
 - (1) Contract Plans
 - (a) Drainage and Utility Plan and Profile Plans (20 scale);
 - (b) Drainage Schedules; and
 - (2) Opinion of Probable Construction Cost for drainage related items.
 - b) The deliverables for the contract include the following at a Pre-Final plan (90%) and Final Plan (100%) submittal stages:
 - ii. The submittals will include the following:
 - (1) Contract Plans
 - (a) Drainage and Utility Plan and Profile Plans (20 scale);
 - (b) Drainage Schedules;
 - (2) Special Provisions for any non-standard drainage related items; and
 - (3) Opinion of Probable Construction Cost for drainage related items.
 - iii. The submittal will include:
 - (1) A .pdf copy of the listed plan sheets;
 - (2) An electronic copy of any special provisions required;
 - (3) An electronic copy of the opinion of probable construction cost for drainage related items;

5. *Retaining Wall Design*

No retaining wall is assumed to be required in the Buffalo Grove section.

6. *Erosion Control Plans and SWPPP Plan Preparation*

A Storm Water Pollution Prevention Plan (SWPPP) and required special provision, will be prepared for inclusion in the contract documents. All erosion control design will be in accordance with the latest IEPA, IDOT, and County requirements.

Staged Erosion Control Sheets will be prepared and included in the plans.

7. *Utility Coordination*

The utility coordination for this project will be completed by **HBK Engineering, Inc. (HBK)**, as a subconsultant.

Coordination

HBK will continue to coordinate with utility companies during the Phase II Engineering phase. HBK will draft and send Notices of Interference and/or other required correspondence to notify utilities of the project and to begin their protection and relocation processes. Preliminary (60%) plans and electronic files will be sent to utility companies to review the proposed improvements and identify impacts/conflicts to their facilities. Pre-final plans will be sent to utility companies for their use in preparing any relocation plans.

HBK will continue to coordinate with utility companies throughout Phase II until utility protection or

relocation plans are submitted by the utility companies or until verification of clearance is confirmed. Additionally, HBK will review utility relocation plans and permit submittals.

HBK will also coordinate with the roadway design team to integrate utility protection and relocation plans and timelines into the contract documents.

Utility Coordination Meetings

HBK will plan, attend, and lead up to two (2) joint utility coordination meetings, and all impacted utilities will be invited so that their relocations, if any, can be mutually coordinated.

8. Specifications and Estimates

We will prepare Final contract plans based on comments received on the Pre-Final Plan submittal from LCDOT and permitting agencies. The Final Plans Submittal will be prepared based on the anticipated drawings as outlined in Attachment A.

Final Plans - After completion of all agency reviews and resolution of any other agency or utility company concerns, the contract plans will be finalized. In order to assist the Resident Engineer (RE) we will furnish the County, as part of our deliverables, detailed information including all design, quantity calculations, and MicroStation files in their format. We will also prepare a technical memorandum to the RE highlighting any key issues, commitments, or special concerns that arose during the design stage of the project. LCDOT will be responsible for letting the project. Peralte-Clark we will provide the County with pdfs of the plans and bid documents as assembled by LCDOT for the bidding. We will also submit the contract plans to the various utility companies for their permitting of any necessary relocations.

Special Provisions - We will prepare special provisions that supplement or amend the special provisions contained in the latest edition of the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation and the latest edition of the Standard Specifications for Sewer and Watermain Construction in Illinois. Applicable County special provisions will be utilized to supplement the Standard Specifications. In addition, we will include the latest IDOT Recurring Special Provisions Check Sheet. The most recent set of IDOT's Bureau of Design and Environment Special Provisions and District 1 Special Provisions will be reviewed and included in the special provisions where applicable. This package will be created for the Pre-Final and Final Submittals.

Quantity Calculations and Estimate of Cost – We will perform detailed quantity calculations at each milestone submittal stage of the plan development. We will use the quantities of work in order to calculate an Engineer's Estimate of Cost based on recent bid tab information for projects of similar scope and magnitude.

Estimate of Construction Time - This estimate will be provided based on the tabulated quantities using IDOT BDE Form 220A. The Estimate of Construction Time will be provided at the Pre-Final and Final milestone submittals.

Final 3D Model Files – A final top of surface grading plan will be provided for contractor use on this project in land .xml format. This information will be provided for reference only and will include a disclaimer for the contractor to use at their own risk.

9. Project Design Coordination Meetings

Project design coordination meetings with the Village are included as part of the scope of services for the LCDOT jurisdiction section, south of IL Route 83. No hours are included as part of this scope for this effort.

10. Project Administration and Quality Assurance/Quality Control

This task includes overall project administration and management, as well as Quality Assurance/Quality Control (QA/QC) reviews associated with major project deliverables.

Project administration includes managing the day to day work effort on the project to ensure an efficient project development process including work force allocations, budget oversight, monthly progress reviews to ensure project milestones are being met to the extent possible.

QA/QC reviews under this task will occur as part of major project deliverables in accordance with Peralte-Clark's established QA/QC procedures. Peralte-Clark's QA/QC Plan also requires progress reviews during the design development. Effort associated with these reviews is included with the specific discipline task outlined in this scope.

Specific work tasks will include:

- General project management/administration including staff resource allocation, task/schedule oversight, quality reviews, etc.
- Prepare monthly progress reports including a copy of the overall project schedule.

Fee for Engineering Services

Based on the Scope of Services, the fee for engineering services will be billed on a cost plus fixed fee basis with a not-to-exceed upper limit of one hundred fifty-nine thousand six hundred thirty-two dollars and two cents (\$159,632.02).

Exhibit C

Peralte-Clark, LLC
 Section No. 17-00193-08-PV: Arlington Heights Road
 from IL 83 to Lake Cook Road
 Buffalo Grove Share of Project Cost

8.H.c



Phase I							
CECS Item	Total	Percentage	Peralte-Clark	HR Green	HBK	Huff & Huff	Singh
P1 - Data Collection	14	5%	12	0	0	0	2
P1 - Survey	96	35%	2	94	0	0	0
P1 - Roadway Drainage	32	12%	8	24	0	0	0
P1 - Alternate Geometric Studies	0	0%	0	0	0	0	0
P1 - Utility Coordination	24	9%	4	0	20	0	0
P1 - Intersection Design Studies & ADA	0	0%	0	0	0	0	0
P1 - Environmental	58	21%	4	0	0	54	0
P1 - Geotechnical Investigation	26	10%	2	0	0	0	0
P1 - Lighting	8	3%	4	0	0	0	4
P1 - Project Meetings	0	0%	0	0	0	0	0
P1 - Project Admin & QAQC	14	5%	4	6	0	4	0
Totals	272	100%	40	124	20	58	6

Phase II							
CECS Item	Total	Percentage	Peralte-Clark	HR Green	HBK	Huff & Huff	Singh
P2 - Survey	0	0%	0	0	0	0	0
P2 - Environmental	65	10%	8	0	0	57	0
P2 - Roadway Plans	350	52%	350	0	0	0	0
P2 - Drainage Plans	81	12%	12	69	0	0	0
P2 - Retaining Wall Plans	0	0%	0	0	0	0	0
P2 - NPDES Permitting & SWPPP	36	5%	36	0	0	0	0
P2 - Utility Coordination	28	4%	4	0	24	0	0
P2 - Specifications and Estimates	53	8%	44	9	0	0	0
P2 - Project Meetings	0	0%	0	0	0	0	0
P2 - Project Admin & QAQC	54	8%	42	4	0	8	0
P2 - Construction Involvement	0	0%	0	0	0	0	0
Totals	667	100%	496	82	24	65	0

Grand Totals							
CECS Item	Total	Percentage	Peralte-Clark	HR Green	HBK	Huff & Huff	Singh
Phase I Total	272	29%	40	124	20	58	6
Phase II Total	667	71%	496	82	24	65	0
Total	939	100%	536	206	44	123	6

Exhibit C

Peralte-Clark, LLC
Section No. 17-00193-08-PV: Arlington Heights Road
from IL 83 to Lake Cook Road
Buffalo Grove Share of Project Cost

Scope #	Scope Item	CECS Item	Total Hours	Assumed Quantity	Assumed Unit	Ass
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Phase 1

1 Data Collection, Compilation, Review and Evaluation						
	Initial Field Review with photo log	P1 - Data Collection	12		2 people	
	Data Collection Coordination with Stakeholders	P1 - Data Collection	4		2 stakeholders	
	Review facility deficiencies	P1 - Data Collection	6		1 Lump Sum	
2 Field Survey Work						
	Subconsultant Coordination	P1 - Survey	2		1 Lump Sum	
3 Alternate Geometric Studies						
	Alternate Geometric Studies	P1 - Alternate Geometric Studies	0			
			0			
4 Roadway Drainage						
	Provide Design Input and Coordination	P1 - Roadway Drainage	8		1 Lump Sum	
5 Retaining Wall Design						
	Provide Design Input and Coordination	P1 - Retaining Wall	0		1 Lump Sum	
6 Traffic Maintenance Analysis						
	Provide Design Input and Coordination	P1 - Traffic Maintenance Analysis	0		1 Lump Sum	
7 Utility Coordination						
	Utility Coordination	P1 - Utility Coordination	4		1 Lump Sum	
8 Intersection Design Studies & ADA Design						
	IDS (IDOT Format)	P1 - Intersection Design Studies & ADA	0		1 intersections	
	ADA Ramp Sheets (IL 83 Intersection)	P1 - Intersection Design Studies & ADA	0		2 Locations	
9 Environmental Surveys, Analysis and Coordination						
	Provide Design Input and Coordination	P1 - Environmental	4		1 Lump Sum	
10 Geotechnical Investigation						
	Provide Design Input and Coordination	P1 - Geotechnical Investigation	2		1 Lump Sum	
11 Preliminary Roadway Lighting						
	Provide Design Input and Coordination	P1 - Lighting	4		1 Lump Sum	

Exhibit C

Peralte-Clark, LLC
Section No. 17-00193-08-PV: Arlington Heights Road
from IL 83 to Lake Cook Road
Buffalo Grove Share of Project Cost

Scope #	Scope Item	CECS Item	Total Hours	Assumed Quantity	Assumed Unit	Ass
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Phase 2

1 Supplemental Field Survey and Plat of Highways Preparation						
	Subconsultant Coordination	P2 - Survey	0	1	Lump Sum	
2 Environmental Surveys, Analysis and Coordination						
	Provide Permitting Input and Coordination	P2 - Environmental	8	1	Lump Sum	
3 Roadway Plans						
	General Notes/Index/Standards Sheets	P2 - Roadway Plans	4	1	Sheets	
	Summary of Quantities	P2 - Roadway Plans	4	2	Sheets	
	Schedule of Quantities	P2 - Roadway Plans	16	2	Sheets	
	Typical Sections	P2 - Roadway Plans	16	1	Sheets	
	Removal Plan & Profile	P2 - Roadway Plans	32	2	Sheets	
	Proposed Roadway Plan & Profile	P2 - Roadway Plans	48	2	Sheets	
	Traffic Control Plans	P2 - Roadway Plans	56	2	Sheets	
	Pavement Marking & Landscaping Plans	P2 - Roadway Plans	48	2	Sheets	
	Sidewalk & ADA Ramp Sheets	P2 - Roadway Plans	12	1	Sheets	
	Cross Sections	P2 - Roadway Plans	90	12	Cross Sections	
	Detail Sheets	P2 - Roadway Plans	18	3	Sheets	
	Municipal Utility Relocation Sheets Coordination	P2 - Roadway Plans	6	3	Sheets	
4 Roadway Drainage Plans and Permitting						
	Provide Design Input and Coordination	P2 - Drainage Plans	12	1	Lump Sum	
5 Retaining Wall Design						
	Provide Design Input and Coordination	P2 - Retaining Wall Plans	0	1	Lump Sum	
6 Erosion Control Plans and SWPPP Plan Preparation						
	Prepare Staged Erosion Control Sheets (2 Stages)	P2 - NPDES Permitting & SWPPP	36	5	Sheets	
	SWPPP Calculations (Pre, Post Runoff, etc.)	P2 - NPDES Permitting & SWPPP	6	1	Lump Sum	
7 Utility Coordination						
	Utility Specific Meetings	P2 - Utility Coordination	4	1	Meetings	
8 Specifications and Estimates						
	Special Provisions	P2 - Specifications and Estimates	44	1	Volume	
	Quantity Calculations/Cost Estimate	P2 - Specifications and Estimates	16	16	Pay Items	
	Estimate of Construction Time	P2 - Specifications and Estimates	24	1	BDE 220A Form Submissions	
			4	1	BDE 220A Form Submissions	

Exhibit C

Peralte-Clark, LLC
Section No. 17-00193-08-PV: Arlington Heights Road
from IL 83 to Lake Cook Road
Buffalo Grove Share of Project Cost

Scope #	Scope Item	CECS Item	Total Hours	Assumed Quantity	Assumed Unit	Ass
	Construction Shop Drawing Reviews	P2 - Construction Involvement	0	0	Shop Drawing Reviews	
	Construction RFI's	P2 - Construction Involvement	0	0	RFI Responses	
	Construction Meetings Including Punch List Meeting	P2 - Construction Involvement	0	0	Meetings	

Exhibit C

HR Green, Inc.
Section No. 17-00193-08-PV: Arlington Heights Road
from IL 83 to Lake Cook Road
Buffalo Grove Share of Project Cost

Scope #	Scope Item	CECS Item	Total Hours	Assumed Quantity	Assumed Unit	Assumed Price
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Phase 1

2 Field Survey Work						
	Topographic Survey	P1 - Survey	94			
	Base Mapping	P1 - Survey	62	1	Lump Sum	
			32	1	Lump Sum	
4 Roadway Drainage						
	Preliminary Drainage Evaluation	P1 - Roadway Drainage	24			
	Existing Drainage Plan	P1 - Roadway Drainage	8	1	Lump Sum	
	Discipline Specific QA/QC	P1 - Roadway Drainage	12	2	sheets	
			4	1	Lump Sum	
12 Project Design Coordination Meetings						
	Meetings with Buffalo Grove	P1 - Project Meetings	0			
			0	0	Meetings	
13 Project Administration & QA/QC						
	General Project Administration	P1 - Project Admin & QA/QC	6			
	QA/QC of Milestone Submittals - Peralte-Clark only	P1 - Project Admin & QA/QC	6	0.05	Percentage	
			0		Submittals	

Phase 2

4 Roadway Drainage Plans and Permitting						
	outlet evaluation	P2 - Drainage Plans	69			
	storm sewer design and inlet spacing	P2 - Drainage Plans	4	1	each	
	Drainage Related General Notes	P2 - Drainage Plans	8	1	Lump Sum	
	Schedule of Quantities - drainage removal items only	P2 - Drainage Plans	2	1	sheets	
	Drainage Removal Plans - no sheets - cross hatching in base	P2 - Drainage Plans	4	1	sheets	
	Drainage Plan and Profiles (1" = 20') - 11 hrs/sheet	P2 - Drainage Plans	4	1	sheets	
	Design of Rain Garden	P2 - Drainage Plans	22	2	sheets	
	Miscellaneous Drainage Details - 10 hrs/sheet	P2 - Drainage Plans	0	1	each	
	Cross-Sections - Coordinate and provide alignments and profiles of storm sewer	P2 - Drainage Plans	4	1	sheets	
	Existing Storm Sewer Quantities - 2 hrs per PnP Sheet	P2 - Drainage Plans	4	1	Lump Sum	
	Storm Sewer Quantities - 2 hrs per PnP Sheet	P2 - Drainage Plans	2	1	sheets	
	Lake County SMC Permit Submittal	P2 - Drainage Plans	4	2	sheets	
	LDTM	P2 - Drainage Plans	4	1	Lump Sum	
	Discipline Specific QA/QC	P2 - Drainage Plans	4	1	Lump Sum	
			3	0.04	Percentage	

Exhibit C

HR Green, Inc.
Section No. 17-00193-08-PV: Arlington Heights Road
from IL 83 to Lake Cook Road
Buffalo Grove Share of Project Cost

Scope #	Scope Item	CECS Item	Total Hours	Assumed Quantity	Assumed Unit	Assum Pe
10	Project Administration & QA/QC		4			
	General Project Administration	P2 - Project Admin & QAQC	4	0.05	Percentage	
	QA/QC of Milestone Submittals - Peralte-Clark only	P2 - Project Admin & QAQC	0	0	Percentage	
11	Construction Involvement		0			
	Construction Shop Drawing Reviews	P2 - Construction Involvement	0	0	Shop Drawing Reviews	
	Construction RFI's	P2 - Construction Involvement	0	0	RFI Responses	

Scope #	Scope Item	CECS Item	Total Hours	Assumed Quantity	Assumed Unit	Assumed Hours Per Unit
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Phase 1

10	Utility Coordination		20			
	Initial Coordination / Data Collection	P1 - Utility Coordination	4			
	Utility Locating (SUE D and B)	P1 - Utility Coordination	6			
	Utility Data Base Mapping	P1 - Utility Coordination	6			
	Preliminary Design Coordination	P1 - Utility Coordination	4			

Phase 2

9	Utility Coordination		24			
	Final Design Coordination	P2 - Utility Coordination	24			

Exhibit C

Huff Huff, Inc.
Section No. 17-00193-08-PV: Arlington Heights Road
from IL 83 to Lake Cook Road
Buffalo Grove Share of Project Cost

Scope #	Scope Item	CECS Item	Total Hours	Assumed Quantity	Assumed Unit	Assum Per
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Phase 1

13	Environmental Surveys, Analysis and Coordination		58			
	Preliminary Environmental Site Assessment	P1 - Environmental	36	1	Lump Sum	
	Wetland/Surface Waters Delineation	P1 - Environmental	4	1	Lump Sum	
	Wetland Report	P1 - Environmental	4	1	Lump Sum	
	Environmental Due Diligence	P1 - Environmental	6	1	Lump Sum	
	ESR Submittal	P1 - Environmental	4	1	Lump Sum	
		P1 - Environmental	0	1	Lump Sum	
		P1 - Environmental	0	1	Lump Sum	
	Discipline Specific QA/QC	P1 - Project Admin & QAQC	4	1	Included	

Phase 2

3	Environmental Surveys, Analysis and Coordination		61			
	USACE Section 404 Permitting	P2 - Environmental	2	1	Lump Sum	
	Lake County SMC Permitting	P2 - Environmental	4	1	Lump Sum	
	Biological Clearances	P2 - Environmental	0		Lump Sum	
	Archeological Review	P2 - Environmental	0		Lump Sum	
	PSI and CCDD	P2 - Environmental	51	1	Lump Sum	
	Discipline Specific QA/QC	P2 - Project Admin & QAQC	4	1	Lump Sum	
13	Project Administration & QA/QC		4			
	General Project Administration	P2 - Project Admin & QAQC	4	1	Lump Sum	
	QA/QC of Milestone Submittals - Peralte-Clark only	P2 - Project Admin & QAQC	0			

Exhibit C

Interra, Inc.
Section No. 17-00193-08-PV: Arlington Heights Road
from IL 83 to Lake Cook Road
Buffalo Grove Share of Project Cost

Scope #	Scope Item	CECS Item	Total Hours	Assumed Quantity	Assumed Unit	Assumed Per
Phase 1						
14	Geotechnical Investigation		24			
	Field Work	P1 - Geotechnical Investigation	10	1	Lump Sum	
	Geotech Report	P1 - Geotechnical Investigation	14	1	Lump Sum	

Exhibit C

Singh + Associates, Inc.
Section No. 17-00193-08-PV: Arlington Heights Road
from IL 83 to Lake Cook Road
Buffalo Grove Share of Project Cost

Scope #	Scope Item	CECS Item	Total Hours	Assumed Quantity	Assumed Unit	Assumed Per
Phase 1						
1	Data Collection, Compilation, Review and Evaluation		2			
	Initial Field Review with photo log	P1 - Data Collection	2	2	people	
15	Preliminary Roadway Lighting		4			
	Photometric Study of Existing Lighting System	P1 - Lighting	1	1	Lump Sum	
	Photometric Study of LED Retrofit	P1 - Lighting	1	1	Lump Sum	
	White Paper outlining findings	P1 - Lighting	2	1	Lump Sum	

Route: Arlington Heights Road (V69)
Local Lake County Division of Transportation
(Municipality/Township/County)
Section: IL Route 83 to 500' South of Thompson Blvd.
Project: Buffalo Grove Jurisdiction Work
Job No: TBD

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Fixed Fee 2 ☐ 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate ☐ 10%[DL + (OH*DL)]
- Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars													
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (\$BO)	Outside Direct Costs	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total			
				\$ -	\$ -				\$ -	\$ -			
Phase I				\$ -	\$ -				\$ -	\$ -			
				\$ -	\$ -				\$ -	\$ -			
Task 1 - Data Collection, Compilation, Review and Evaluation	Principal	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -			
	Project Manager	1	\$ 70.00	\$ 70.00	\$ 140.00				\$ 30.45	\$ 240.45			
	Project Engineer	3	\$ 57.85	\$ 173.55	\$ 347.10				\$ 75.49	\$ 596.14			
	Design Engineer	4	\$ 46.35	\$ 185.40	\$ 370.80				\$ 80.65	\$ 636.85			
	Engineering Tech.	4	\$ 36.07	\$ 144.28	\$ 288.56				\$ 62.76	\$ 495.60			
Task 2 - Field Survey Work	Principal	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -			
	Project Manager	1	\$ 70.00	\$ 70.00	\$ 140.00				\$ 30.45	\$ 240.45			
	Project Engineer	1	\$ 57.85	\$ 57.85	\$ 115.70				\$ 25.16	\$ 198.71			
	Design Engineer	0	\$ 46.35	\$ -	\$ -				\$ -	\$ -			
	Engineering Tech.	0	\$ 36.07	\$ -	\$ -				\$ -	\$ -			
Task 3 - Alternate Geometric Studies	Principal	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -			
	Project Manager	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -			
	Project Engineer	0	\$ 57.85	\$ -	\$ -				\$ -	\$ -			
	Design Engineer	0	\$ 46.35	\$ -	\$ -				\$ -	\$ -			
	Engineering Tech.	0	\$ 36.07	\$ -	\$ -				\$ -	\$ -			
Task 4 - Roadway Drainage	Principal	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -			
	Project Manager	1	\$ 70.00	\$ 70.00	\$ 140.00				\$ 30.45	\$ 240.45			
	Project Engineer	3	\$ 57.85	\$ 173.55	\$ 347.10				\$ 75.49	\$ 596.14			
	Design Engineer	2	\$ 46.35	\$ 92.70	\$ 185.40				\$ 40.32	\$ 318.42			
	Engineering Tech.	2	\$ 36.07	\$ 72.14	\$ 144.28				\$ 31.38	\$ 247.80			
Task 5 - Retaining Wall Design	Principal	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -			
	Project Manager	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -			
	Project Engineer	0	\$ 57.85	\$ -	\$ -				\$ -	\$ -			
	Design Engineer	0	\$ 46.35	\$ -	\$ -				\$ -	\$ -			
	Engineering Tech.	0	\$ 36.07	\$ -	\$ -				\$ -	\$ -			
Task 6 - Traffic Maintenance Analysis	Principal	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -			
	Project Manager	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -			
	Project Engineer	0	\$ 57.85	\$ -	\$ -				\$ -	\$ -			
	Design Engineer	0	\$ 46.35	\$ -	\$ -				\$ -	\$ -			
	Engineering Tech.	0	\$ 36.07	\$ -	\$ -				\$ -	\$ -			
Task 7 - Utility Coordination	Principal	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -			

*Firm's approved rates on file with
Bureau of Accounting and Auditing:

Overhead Rate (OH) 200.00%
Complexity Factor (R) 0.00
Calendar Days

Route: Arlington Heights Road (V69)
Local Lake County Division of Transportation
(Municipality/Township/County)
Section: IL Route 83 to 500' South of Thompson Blvd.
Project: Buffalo Grove Jurisdiction Work
Job No: TBD

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Fixed Fee 2 ☐ 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate ☐ 10%[DL + (OH*DL)]
- Lump Sum ☐

*Firm's approved rates on file with Bureau of Accounting and Auditing:
Overhead Rate (OH)
Complexity Factor (R)
Calendar Days
200.00%
0.00

Cost Estimate of Consultant's Services in Dollars		Element of Work		Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (\$BO)	Outside Direct Costs	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Task 8 - Intersection Design Studies & ADA Design				Project Manager	2	\$ 70.00	\$ 140.00	\$ 280.00				\$ 60.90	\$ 480.90
				Project Engineer	0	\$ 57.85	\$ -	\$ -				\$ -	\$ -
				Design Engineer	2	\$ 46.35	\$ 92.70	\$ 185.40				\$ 40.32	\$ 318.42
				Engineering Tech.	0	\$ 36.07	\$ -	\$ -				\$ -	\$ -
				Principal	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -
Task 9 - Environmental Surveys, Analysis and Coordination				Project Manager	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -
				Project Engineer	0	\$ 57.85	\$ -	\$ -				\$ -	\$ -
				Design Engineer	0	\$ 46.35	\$ -	\$ -				\$ -	\$ -
				Engineering Tech.	0	\$ 36.07	\$ -	\$ -				\$ -	\$ -
				Principal	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -
Task 10 - Geotechnical Investigation				Project Manager	2	\$ 70.00	\$ 140.00	\$ 280.00				\$ 60.90	\$ 480.90
				Project Engineer	2	\$ 57.85	\$ 115.70	\$ 231.40				\$ 50.33	\$ 397.43
				Design Engineer	0	\$ 46.35	\$ -	\$ -				\$ -	\$ -
				Engineering Tech.	0	\$ 36.07	\$ -	\$ -				\$ -	\$ -
				Principal	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -
Task 11 - Preliminary Roadway Lighting				Project Manager	1	\$ 70.00	\$ 70.00	\$ 140.00				\$ 30.45	\$ 240.45
				Project Engineer	1	\$ 57.85	\$ 57.85	\$ 115.70				\$ 25.16	\$ 198.71
				Design Engineer	0	\$ 46.35	\$ -	\$ -				\$ -	\$ -
				Engineering Tech.	0	\$ 36.07	\$ -	\$ -				\$ -	\$ -
				Principal	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -
Task 12 - Project Meetings				Project Manager	2	\$ 70.00	\$ 140.00	\$ 280.00				\$ 60.90	\$ 480.90
				Project Engineer	2	\$ 57.85	\$ 115.70	\$ 231.40				\$ 50.33	\$ 397.43
				Design Engineer	0	\$ 46.35	\$ -	\$ -				\$ -	\$ -
				Engineering Tech.	0	\$ 36.07	\$ -	\$ -				\$ -	\$ -
				Principal	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -
Task 13 - Project Administration and QA/QC				Project Manager	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -
				Project Engineer	0	\$ 57.85	\$ -	\$ -				\$ -	\$ -
				Design Engineer	0	\$ 46.35	\$ -	\$ -				\$ -	\$ -
				Engineering Tech.	0	\$ 36.07	\$ -	\$ -				\$ -	\$ -
				Principal	2	\$ 70.00	\$ 140.00	\$ 280.00				\$ 60.90	\$ 480.90
				Project Manager	2	\$ 70.00	\$ 140.00	\$ 280.00				\$ 60.90	\$ 480.90
				Project Engineer	0	\$ 57.85	\$ -	\$ -				\$ -	\$ -
				Design Engineer	0	\$ 46.35	\$ -	\$ -				\$ -	\$ -
				Engineering Tech.	0	\$ 36.07	\$ -	\$ -				\$ -	\$ -
				Principal	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -

Exhibit C
EXHIBIT A - DESIGN ENGINEERING
Peralte-Clark, LLC

Route: Arlington Heights Road (V69)
Local Lake County Division of Transportation
(Municipality/Township/County)
Section: IL Route 83 to 500' South of Thompson Blvd.
Project: Buffalo Grove Jurisdiction Work
Job No: TBD

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Fixed Fee 2 ☐ 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate ☐ 10%[DL + (OH*DL)]
- Lump Sum ☐

*Firm's approved rates on file with
Bureau of Accounting and Auditing:

Overhead Rate (OH)	200.00%
Complexity Factor (R)	0.00
Calendar Days	

Cost Estimate of Consultant's Services in Dollars												
Element of Work		Employee Classification		Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	Outside Direct Costs	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Phase II						\$ -	\$ -				\$ -	\$ -
						\$ -	\$ -				\$ -	\$ -
						\$ -	\$ -				\$ -	\$ -
Task 1 - Supplemental Field Survey and Plat of Highways Prep.		Principal	0	\$ 70.00	\$ -	\$ -	\$ -				\$ -	\$ -
		Project Manager	0	\$ 70.00	\$ -	\$ -	\$ -				\$ -	\$ -
		Project Engineer	0	\$ 57.85	\$ -	\$ -	\$ -				\$ -	\$ -
		Design Engineer	0	\$ 46.35	\$ -	\$ -	\$ -				\$ -	\$ -
		Engineering Tech.	0	\$ 36.07	\$ -	\$ -	\$ -				\$ -	\$ -
		Principal	0	\$ 70.00	\$ -	\$ -	\$ -				\$ -	\$ -
Task 2 - Environmental Surveys, Analysis and Coordination		Project Manager	4	\$ 70.00	\$ 280.00	\$ 560.00	\$ 560.00				\$ 121.80	\$ 961.80
		Project Engineer	4	\$ 57.85	\$ 231.40	\$ 462.80	\$ 462.80				\$ 100.66	\$ 794.86
		Design Engineer	0	\$ 46.35	\$ -	\$ -	\$ -				\$ -	\$ -
		Engineering Tech.	0	\$ 36.07	\$ -	\$ -	\$ -				\$ -	\$ -
		Principal	0	\$ 70.00	\$ -	\$ -	\$ -				\$ -	\$ -
		Project Manager	4	\$ 70.00	\$ 280.00	\$ 560.00	\$ 560.00				\$ 121.80	\$ 961.80
Task 3 - Roadway Plans		Project Engineer	4	\$ 57.85	\$ 231.40	\$ 462.80	\$ 462.80				\$ 100.66	\$ 794.86
		Design Engineer	0	\$ 46.35	\$ -	\$ -	\$ -				\$ -	\$ -
		Engineering Tech.	0	\$ 36.07	\$ -	\$ -	\$ -				\$ -	\$ -
		Principal	0	\$ 70.00	\$ -	\$ -	\$ -				\$ -	\$ -
		Project Manager	36	\$ 70.00	\$ 2,520.00	\$ 5,040.00	\$ 5,040.00				\$ 1,096.20	\$ 8,656.20
		Project Engineer	90	\$ 57.85	\$ 5,206.50	\$ 10,413.00	\$ 10,413.00				\$ 2,264.83	\$ 17,884.33
Task 4 - Roadway Drainage Plans and Permitting		Design Engineer	100	\$ 46.35	\$ 4,635.00	\$ 9,270.00	\$ 9,270.00				\$ 2,016.23	\$ 15,921.23
		Engineering Tech.	124	\$ 36.07	\$ 4,472.68	\$ 8,945.36	\$ 8,945.36				\$ 1,945.62	\$ 15,363.66
		Principal	0	\$ 70.00	\$ -	\$ -	\$ -				\$ -	\$ -
		Project Manager	3	\$ 70.00	\$ 210.00	\$ 420.00	\$ 420.00				\$ 91.35	\$ 721.35
		Project Engineer	3	\$ 57.85	\$ 173.55	\$ 347.10	\$ 347.10				\$ 75.49	\$ 596.14
		Design Engineer	6	\$ 46.35	\$ 278.10	\$ 556.20	\$ 556.20				\$ 120.97	\$ 955.27
Task 5 - Retaining Wall Design		Engineering Tech.	0	\$ 36.07	\$ -	\$ -	\$ -				\$ -	\$ -
		Principal	0	\$ 70.00	\$ -	\$ -	\$ -				\$ -	\$ -
		Project Manager	0	\$ 70.00	\$ -	\$ -	\$ -				\$ -	\$ -
		Project Engineer	0	\$ 57.85	\$ -	\$ -	\$ -				\$ -	\$ -
		Design Engineer	0	\$ 46.35	\$ -	\$ -	\$ -				\$ -	\$ -
		Engineering Tech.	0	\$ 36.07	\$ -	\$ -	\$ -				\$ -	\$ -
Task 6 - Erosion Control Plans and SWPPP Plan Preparation		Principal	0	\$ 70.00	\$ -	\$ -	\$ -				\$ -	\$ -
		Project Manager	2	\$ 70.00	\$ 140.00	\$ 280.00	\$ 280.00				\$ 60.90	\$ 480.90
		Project Engineer	6	\$ 57.85	\$ 347.10	\$ 694.20	\$ 694.20				\$ 150.99	\$ 1,192.29
		Design Engineer	10	\$ 46.35	\$ 463.50	\$ 927.00	\$ 927.00				\$ 201.62	\$ 1,592.12
		Engineering Tech.	18	\$ 36.07	\$ 649.26	\$ 1,298.52	\$ 1,298.52				\$ 282.43	\$ 2,230.21
		Principal	0	\$ 70.00	\$ -	\$ -	\$ -				\$ -	\$ -
Task 7 - Utility Coordination		Project Manager	2	\$ 70.00	\$ 140.00	\$ 280.00	\$ 280.00				\$ 60.90	\$ 480.90

Exhibit C
EXHIBIT A - DESIGN ENGINEERING
Peralte-Clark, LLC

Route: Arlington Heights Road (V69)
Local Lake County Division of Transportation
(Municipality/Township/County)
Section: IL Route 83 to 500' South of Thompson Blvd.
Project: Buffalo Grove Jurisdiction Work
Job No: TBD

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Fixed Fee 2 ☐ 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate ☐ 10%[DL + (OH*DL)]
- Lump Sum ☐

*Firm's approved rates on file with
Bureau of Accounting and Auditing:

Overhead Rate (OH)	200.00%
Complexity Factor (R)	0.00
Calendar Days	

Cost Estimate of Consultant's Services in Dollars														
Element of Work		Employee Classification				Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	Outside Direct Costs	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Task 8 - Specifications and Estimates		Project Engineer	2	\$ 57.85	\$ 115.70	\$ 231.40							\$ 50.33	\$ 397.43
		Design Engineer	0	\$ 46.35	\$ -	\$ -							\$ -	\$ -
		Engineering Tech. Principal	0	\$ 36.07	\$ -	\$ -							\$ -	\$ -
		Project Manager	4	\$ 70.00	\$ 280.00	\$ 560.00							\$ 121.80	\$ 961.80
		Project Engineer	18	\$ 57.85	\$ 1,041.30	\$ 2,082.60							\$ 452.97	\$ 3,576.87
		Design Engineer	10	\$ 46.35	\$ 463.50	\$ 927.00							\$ 201.62	\$ 1,592.12
		Engineering Tech. Principal	12	\$ 36.07	\$ 432.84	\$ 865.68							\$ 188.29	\$ 1,486.81
		Project Manager	0	\$ 70.00	\$ -	\$ -							\$ -	\$ -
		Project Engineer	0	\$ 70.00	\$ -	\$ -							\$ -	\$ -
		Design Engineer	0	\$ 57.85	\$ -	\$ -							\$ -	\$ -
Task 9 - Project Meetings		Design Engineer	0	\$ 46.35	\$ -	\$ -							\$ -	\$ -
		Engineering Tech. Principal	0	\$ 36.07	\$ -	\$ -							\$ -	\$ -
		Project Manager	0	\$ 70.00	\$ -	\$ -							\$ -	\$ -
		Project Engineer	0	\$ 57.85	\$ -	\$ -							\$ -	\$ -
		Design Engineer	0	\$ 46.35	\$ -	\$ -							\$ -	\$ -
		Engineering Tech. Principal	0	\$ 36.07	\$ -	\$ -							\$ -	\$ -
		Project Manager	21	\$ 70.00	\$ 1,470.00	\$ 2,940.00							\$ 639.45	\$ 5,049.45
		Project Engineer	21	\$ 70.00	\$ 1,470.00	\$ 2,940.00							\$ 639.45	\$ 5,049.45
		Design Engineer	0	\$ 57.85	\$ -	\$ -							\$ -	\$ -
		Engineering Tech. Principal	0	\$ 46.35	\$ -	\$ -							\$ -	\$ -
Task 10 - Project Administration and QA/QC		Design Engineer	0	\$ 46.35	\$ -	\$ -							\$ -	\$ -
		Engineering Tech. Principal	0	\$ 36.07	\$ -	\$ -							\$ -	\$ -
		Project Manager	0	\$ 70.00	\$ -	\$ -							\$ -	\$ -
		Project Engineer	0	\$ 70.00	\$ -	\$ -							\$ -	\$ -
		Design Engineer	0	\$ 57.85	\$ -	\$ -							\$ -	\$ -
		Engineering Tech. Principal	0	\$ 46.35	\$ -	\$ -							\$ -	\$ -
		Project Manager	0	\$ 70.00	\$ -	\$ -							\$ -	\$ -
		Project Engineer	0	\$ 70.00	\$ -	\$ -							\$ -	\$ -
		Design Engineer	0	\$ 57.85	\$ -	\$ -							\$ -	\$ -
		Engineering Tech. Principal	0	\$ 36.07	\$ -	\$ -							\$ -	\$ -
Task 11 - Construction Involvement		Design Engineer	0	\$ 46.35	\$ -	\$ -							\$ -	\$ -
		Engineering Tech. Principal	0	\$ 36.07	\$ -	\$ -							\$ -	\$ -
		Project Manager	0	\$ 70.00	\$ -	\$ -							\$ -	\$ -
		Project Engineer	0	\$ 70.00	\$ -	\$ -							\$ -	\$ -
		Design Engineer	0	\$ 57.85	\$ -	\$ -							\$ -	\$ -
		Engineering Tech. Principal	0	\$ 46.35	\$ -	\$ -							\$ -	\$ -
		Project Manager	0	\$ 70.00	\$ -	\$ -							\$ -	\$ -
		Project Engineer	0	\$ 70.00	\$ -	\$ -							\$ -	\$ -
		Design Engineer	0	\$ 57.85	\$ -	\$ -							\$ -	\$ -
		Engineering Tech. Principal	0	\$ 36.07	\$ -	\$ -							\$ -	\$ -
Direct Costs											\$ 1,110.00	\$ 290.00	\$ 42.05	\$ 1,442.05
		Subonconsultants												
		HR Green							\$ 30,507.44				\$ -	\$ 30,507.44
		HBK Engineering							\$ 5,796.57				\$ -	\$ 5,796.57
		Huff & Huff							\$ 16,184.44				\$ -	\$ 16,184.44
		Interra							\$ 11,045.23				\$ -	\$ 11,045.23
		Singh & Associates							\$ 943.14				\$ -	\$ 943.14
Totals			536		\$ 27,281.85	\$ 54,563.70	\$ 64,476.82	\$ 1,110.00	\$ 290.00	\$ 11,909.65	\$ 159,632.02			

Exhibit C
EXHIBIT A - DESIGN ENGINEERING
HR Green, Inc.

8.H.c

Route: Arlington Heights Road (V69)
Local Lake County Division of Transportation
(Municipality/Township/County)
Section: IL Route 83 to 500' South of Thompson Blvd.
Project: Buffalo Grove Jurisdiction Work
Job No: TBD

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
Fixed Fee 2 ☐ 14.5%[(2.3 + R)DL + IHDC]
Specific Rate ☐ 10%(DL + (OH*DL))
Lump Sum ☐

* Firm's **approved rates** on file with
Bureau of Accounting and Auditing:

Overhead Rate (OH) 167.79%
Complexity Factor (R) 0.00
Calendar Days

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	Outside Direct Costs	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
1.2 Field Survey	Oper Mgr Survey	2	\$ 70.00	\$ 140.00	\$ 234.91		\$ 100.00	\$ 174.00	\$ 79.59	\$ 728.50
	Project LS 2	15	\$ 55.40	\$ 831.00	\$ 1,394.33				\$ 322.67	\$ 2,548.01
	Project LS 1	47	\$ 44.30	\$ 2,082.10	\$ 3,493.56				\$ 808.47	\$ 6,384.13
	Staff LS 2	30	\$ 34.80	\$ 1,044.00	\$ 1,751.73				\$ 405.38	\$ 3,201.11
1.4 Roadway Drainage	Senior Proj Mgr	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -
	Senior Engineer	4	\$ 70.00	\$ 280.00	\$ 469.81				\$ 108.72	\$ 858.53
	Project Manager	0	\$ 57.20	\$ -	\$ -				\$ -	\$ -
	Lead Engineer	4	\$ 62.70	\$ 250.80	\$ 420.82				\$ 97.38	\$ 769.00
	Project Engineer 2	0	\$ 45.92	\$ -	\$ -				\$ -	\$ -
	Project Engineer 1	12	\$ 37.66	\$ 451.92	\$ 758.28				\$ 175.48	\$ 1,385.68
	Staff Engineer 2	0	\$ 33.29	\$ -	\$ -				\$ -	\$ -
	Staff Engineer 1	0	\$ 29.84	\$ -	\$ -				\$ -	\$ -
	Engineering Tech.	4	\$ 38.90	\$ 155.60	\$ 261.08				\$ 60.42	\$ 477.10
	Project Coordinator	0	\$ 27.78	\$ -	\$ -				\$ -	\$ -
1.12 Design Coordination Meetings	Senior Proj Mgr	0	\$ 70.00	\$ -	\$ -			\$ 58.00	\$ 8.41	\$ 66.41
	Senior Engineer	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -
	Project Manager	0	\$ 57.20	\$ -	\$ -				\$ -	\$ -
	Lead Engineer	0	\$ 62.70	\$ -	\$ -				\$ -	\$ -
	Project Engineer 2	0	\$ 45.92	\$ -	\$ -				\$ -	\$ -
	Project Engineer 1	0	\$ 37.66	\$ -	\$ -				\$ -	\$ -
	Staff Engineer 2	0	\$ 33.29	\$ -	\$ -				\$ -	\$ -
	Staff Engineer 1	0	\$ 29.84	\$ -	\$ -				\$ -	\$ -
	Engineering Tech.	0	\$ 38.90	\$ -	\$ -				\$ -	\$ -
	Project Coordinator	0	\$ 27.78	\$ -	\$ -				\$ -	\$ -
1.13 Project Administration and QA/QC	Senior Proj Mgr	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -
	Senior Engineer	6	\$ 70.00	\$ 420.00	\$ 704.72				\$ 163.08	\$ 1,287.80
	Project Manager	0	\$ 57.20	\$ -	\$ -				\$ -	\$ -

Exhibit C
EXHIBIT A - DESIGN ENGINEERING
HR Green, Inc.

8.H.c

Route: Arlington Heights Road (V69)
Local Lake County Division of Transportation
(Municipality/Township/County)
Section: IL Route 83 to 500' South of Thompson Blvd.
Project: Buffalo Grove Jurisdiction Work
Job No: TBD

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
Fixed Fee 2 ☐ 14.5%[(2.3 + R)DL + IHDC]
Specific Rate ☐ 10%(DL + (OH*DL))
Lump Sum ☐

* Firm's approved rates on file with Bureau of Accounting and Auditing:	
Overhead Rate (OH)	167.79%
Complexity Factor (R)	0.00
Calendar Days	

Cost Estimate of Consultant's Services in Dollars										
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	Outside Direct Costs	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
	Lead Engineer	0	\$ 62.70	\$ -	\$ -				\$ -	\$ -
	Project Engineer 2	0	\$ 45.92	\$ -	\$ -				\$ -	\$ -
	Project Engineer 1	0	\$ 37.66	\$ -	\$ -				\$ -	\$ -
	Staff Engineer 2	0	\$ 33.29	\$ -	\$ -				\$ -	\$ -
	Staff Engineer 1	0	\$ 29.84	\$ -	\$ -				\$ -	\$ -
	Engineering Tech.	0	\$ 38.90	\$ -	\$ -				\$ -	\$ -
	Project Coordinator	0	\$ 27.78	\$ -	\$ -				\$ -	\$ -
2.4 Roadway Drainage	Senior Proj Mgr	4	\$ 70.00	\$ 280.00	\$ 469.81			\$ 29.00	\$ 112.93	\$ 891.74
	Senior Engineer	10	\$ 70.00	\$ 700.00	\$ 1,174.53				\$ 271.81	\$ 2,146.34
	Project Manager	20	\$ 57.20	\$ 1,144.00	\$ 1,919.52				\$ 444.21	\$ 3,507.73
	Lead Engineer	0	\$ 62.70	\$ -	\$ -				\$ -	\$ -
	Project Engineer 2	0	\$ 45.92	\$ -	\$ -				\$ -	\$ -
	Project Engineer 1	21	\$ 37.66	\$ 790.86	\$ 1,326.98				\$ 307.09	\$ 2,424.93
	Staff Engineer 2	0	\$ 33.29	\$ -	\$ -				\$ -	\$ -
	Staff Engineer 1	0	\$ 29.84	\$ -	\$ -				\$ -	\$ -
	Engineering Tech.	10	\$ 38.90	\$ 389.00	\$ 652.70				\$ 151.05	\$ 1,192.75
2.8 Specifications and Estimates	Project Coordinator	4	\$ 27.78	\$ 111.12	\$ 186.45				\$ 43.15	\$ 340.72
	Senior Proj Mgr	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -
	Senior Engineer	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -
	Project Manager	5	\$ 57.20	\$ 286.00	\$ 479.88				\$ 111.05	\$ 876.93
	Lead Engineer	0	\$ 62.70	\$ -	\$ -				\$ -	\$ -
	Project Engineer 2	0	\$ 45.92	\$ -	\$ -				\$ -	\$ -
	Project Engineer 1	4	\$ 37.66	\$ 150.64	\$ 252.76				\$ 58.49	\$ 461.89
	Staff Engineer 2	0	\$ 33.29	\$ -	\$ -				\$ -	\$ -
	Staff Engineer 1	0	\$ 29.84	\$ -	\$ -				\$ -	\$ -
	Engineering Tech.	0	\$ 38.90	\$ -	\$ -				\$ -	\$ -
	Project Coordinator	0	\$ 27.78	\$ -	\$ -				\$ -	\$ -
2.9 Project Design and Coordination Mtg	Senior Proj Mgr	0	\$ 70.00	\$ -	\$ -			\$ 87.00	\$ 12.62	\$ 99.62

Exhibit C
EXHIBIT A - DESIGN ENGINEERING
HR Green, Inc.

8.H.c

Route: Arlington Heights Road (V69)
Local Lake County Division of Transportation
(Municipality/Township/County)
Section: IL Route 83 to 500' South of Thompson Blvd.
Project: Buffalo Grove Jurisdiction Work
Job No: TBD

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
Fixed Fee 2 ☐ 14.5%[(2.3 + R)DL + IHDC]
Specific Rate ☐ 10%(DL + (OH*DL))
Lump Sum ☐

* Firm's approved rates on file with Bureau of Accounting and Auditing:	
Overhead Rate (OH)	167.79%
Complexity Factor (R)	0.00
Calendar Days	

Cost Estimate of Consultant's Services in Dollars										
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	Outside Direct Costs	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
	Senior Engineer	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -
	Project Manager	0	\$ 57.20	\$ -	\$ -				\$ -	\$ -
	Lead Engineer	0	\$ 62.70	\$ -	\$ -				\$ -	\$ -
	Project Engineer 2	0	\$ 45.92	\$ -	\$ -				\$ -	\$ -
	Project Engineer 1	0	\$ 37.66	\$ -	\$ -				\$ -	\$ -
	Staff Engineer 2	0	\$ 33.29	\$ -	\$ -				\$ -	\$ -
	Staff Engineer 1	0	\$ 29.84	\$ -	\$ -				\$ -	\$ -
	Engineering Tech.	0	\$ 38.90	\$ -	\$ -				\$ -	\$ -
	Project Coordinator	0	\$ 27.78	\$ -	\$ -				\$ -	\$ -
2.10 Project Administration and QA/QC	Senior Proj Mgr	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -
	Senior Engineer	4	\$ 70.00	\$ 280.00	\$ 469.81				\$ 108.72	\$ 858.53
	Project Manager	0	\$ 57.20	\$ -	\$ -				\$ -	\$ -
	Lead Engineer	0	\$ 62.70	\$ -	\$ -				\$ -	\$ -
	Project Engineer 2	0	\$ 45.92	\$ -	\$ -				\$ -	\$ -
	Project Engineer 1	0	\$ 37.66	\$ -	\$ -				\$ -	\$ -
	Staff Engineer 2	0	\$ 33.29	\$ -	\$ -				\$ -	\$ -
	Staff Engineer 1	0	\$ 29.84	\$ -	\$ -				\$ -	\$ -
	Engineering Tech.	0	\$ 38.90	\$ -	\$ -				\$ -	\$ -
	Project Coordinator	0	\$ 27.78	\$ -	\$ -				\$ -	\$ -
2.11 Construction Involvement	Senior Proj Mgr	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -
	Senior Engineer	0	\$ 70.00	\$ -	\$ -				\$ -	\$ -
	Project Manager	0	\$ 57.20	\$ -	\$ -				\$ -	\$ -
	Lead Engineer	0	\$ 62.70	\$ -	\$ -				\$ -	\$ -
	Project Engineer 2	0	\$ 45.92	\$ -	\$ -				\$ -	\$ -
	Project Engineer 1	0	\$ 37.66	\$ -	\$ -				\$ -	\$ -
	Staff Engineer 2	0	\$ 33.29	\$ -	\$ -				\$ -	\$ -
	Staff Engineer 1	0	\$ 29.84	\$ -	\$ -				\$ -	\$ -
	Engineering Tech.	0	\$ 38.90	\$ -	\$ -				\$ -	\$ -

Route:	Arlington Heights Road (V69)
Local	Lake County Division of Transportation (Municipality/Township/County)
Section:	IL Route 83 to 500' South of Thompson Blvd.
Project:	Buffalo Grove Jurisdiction Work
Job No:	TBD

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1	☒	14.5%[(DL + R(DL) + OH(DL) + IHDC]
Fixed Fee 2	☐	14.5%[(2.3 + R(DL + IHDC]
Specific Rate	☐	10%[(DL + (OH*DL))
Lump Sum	☐	

Cost Estimate of Consultant's Services in Dollars										
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	Outside Direct Costs	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
	Project Coordinator	0	\$ 27.78	\$ -	\$ -				\$ -	\$ -
Totals		206		\$ 9,787.04	\$ 16,421.67	\$ -	\$ 100.00	\$ 348.00	\$ 3,850.72	\$ 30,507.44

*Firm's approved rates on file with
Bureau of Accounting and Auditing:

Overhead Rate (OH)	167.79%
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Complexity Factor (R)	0.00
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Calendar Days

Exhibit C

8.H.c

EXHIBIT A - DESIGN ENGINEERING HBK Engineering, LLC

Route: Arlington Heights Road (V69)
Local Lake County Division of Transportation
 (Municipality/Township/County)
Section: IL Route 83 to 500' South of Thompson Blvd.
Project: Buffalo Grove Jurisdiction Work
Job No: TBD

*Firm's approved rates on file with
Bureau of Accounting and Auditing:

Overhead Rate (OH) 126.79%
 Complexity Factor (R) 0.00
 Calendar Days

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1** ☒ 14.5%[DL + R(DL) + OH(DL) + IHDCJ]
Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDCJ]
Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDCJ]
Specific Rate ☐ 10%(DL + (OH*DL))
Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars										
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	Outside Direc Cost	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Ph. 1 Util Coord	PRIN	1	\$ 70.00	\$ 70.00	\$ 88.75		\$ 105.80		\$ 23.02	\$ 287.57
Ph. 1 Util Coord	SENIOR PM	1	\$ 63.30	\$ 63.30	\$ 80.26				\$ 20.82	\$ 164.37
Ph. 1 Util Coord	PM	1	\$ 58.00	\$ 58.00	\$ 73.54				\$ 19.07	\$ 150.61
Ph. 1 Util Coord	PROJ ENG	4	\$ 45.00	\$ 180.00	\$ 228.22				\$ 59.19	\$ 467.41
Ph. 1 Util Coord	LOCATOR 3	4	\$ 37.00	\$ 148.00	\$ 187.65				\$ 48.67	\$ 384.32
Ph. 1 Util Coord	LOCATOR 2	4	\$ 33.00	\$ 132.00	\$ 167.36				\$ 43.41	\$ 342.77
Ph. 1 Util Coord	PERMIT COORD.	0	\$ 33.00	\$ -	\$ -				\$ -	\$ -
Ph. 1 Util Coord	ANALYST	1	\$ 29.00	\$ 29.00	\$ 36.77				\$ 9.54	\$ 75.31
Ph. 2 Util Coord	PRIN	4	\$ 70.00	\$ 280.00	\$ 355.01				\$ 92.08	\$ 727.09
Ph. 2 Util Coord	SENIOR PM	4	\$ 63.30	\$ 253.20	\$ 321.03				\$ 83.26	\$ 657.50
Ph. 2 Util Coord	PM	6	\$ 58.00	\$ 348.00	\$ 441.23				\$ 114.44	\$ 903.67
Ph. 2 Util Coord	PROJ ENG	14	\$ 45.00	\$ 630.00	\$ 798.78				\$ 207.17	\$ 1,635.95
Ph. 2 Util Coord	LOCATOR 3	0	\$ 37.00	\$ -	\$ -				\$ -	\$ -
Ph. 2 Util Coord	LOCATOR 2	0	\$ 33.00	\$ -	\$ -				\$ -	\$ -
Ph. 2 Util Coord	PERMIT COORD.	0	\$ 33.00	\$ -	\$ -				\$ -	\$ -
Ph. 2 Util Coord	ANALYST	0	\$ 29.00	\$ -	\$ -				\$ -	\$ -
Totals		44		\$ 2,191.50	\$ 2,778.60	\$ -	\$ 105.80	\$ -	\$ 720.66	\$ 5,796.57

BLR 05611 (Rev. 11/09/17)
Printed on 1/5/2020



FIRM NAME
PRIME/SUPPLEMENT

Huff & Huff, Inc.
Peralte and Clark

CONTRACT TERM
START DATE
RAISE DATE

12 MONTHS
1/1/2020
3/1/2020

Payroll Escalation Table
Fixed Raises

DATE 1/6/2020
PTB NO.

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

174.01%
0
3.00%

ESCALATION PER YEAR

1/1/2020 - 3/1/2020

2 12

= 16.67%
= 1.0250

3/2/2020 - 1/1/2021

10 12

85.83%

The total escalation for this project would be:

2.50%


**Illinois Department
of Transportation**
Payroll Rates

FIRM NAME Huff & Huff, Inc. **DATE** 1/6/2020
PRIME/SUPPLEMENT Peralte and Clark
PTB NO. _____

ESCALATION FACTOR **2.50%**

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Senior Principal	\$70.00	\$70.00
Principal	\$70.00	\$70.00
Associate Principal II	\$70.00	\$70.00
Associate Principal I	\$60.26	\$61.77
Senior Consultant	\$67.18	\$68.86
Senior Geotechnical Consultant	\$62.87	\$64.44
Senior Project Manager III	\$60.00	\$61.50
Senior Project Manager II	\$45.56	\$46.70
Senior Project Manager I	\$44.00	\$45.10
Senior Landscape Architect	\$52.11	\$53.41
Senior Planning PM	\$49.90	\$51.15
Senior Geologist PM	\$43.33	\$44.41
Senior Technical Specialist	\$44.64	\$45.76
Senior Scientist PM II	\$46.14	\$47.29
Senior Scientist PM I	\$42.00	\$43.05
Senior Technical Scientist	\$39.50	\$40.49
Senior CADD Specialist	\$33.75	\$34.59
Scientist PM II	\$42.25	\$43.31
Scientist PM I	\$31.00	\$31.78
Engineer PM I	\$36.18	\$37.08
Planning PM	\$35.15	\$36.03
Architect PM	\$37.54	\$38.48
Assistant PM Engineer II	\$39.02	\$40.00
Assistant PM Engineer I	\$34.74	\$35.61
Engineer I	\$34.13	\$34.98
Scientist EI	\$26.98	\$27.65
Scientist E2	\$23.17	\$23.75
Administrative Managers	\$40.57	\$41.58
Senior Administrative Assistant	\$27.89	\$28.59
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Attachment: Final Agreement with Exhibits v5 (O-2023-26 : Lake County IGA (Arlington Heights Rd))



Cost Estimate of Consultant Services (CPFF)

Firm Huff & Huff, Inc.
 Route N. Arlington Heights Road
 Section N of IL83 to Thompson Ph I & II
 County Lake
 Job No.
 PTB & Item

Date 1/6/2020

Overhead Rate 174.01%

Complexity Factor 0

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
PESA	36	1,177.35	2,048.71	49.60	474.97	250.00	0.00	4,000.63	24.72%
Environmental Due Diligence	6	219.08	381.23	0.00	87.05	0.00	0.00	687.36	4.25%
ESR Submittal	4	189.44	329.65	0.00	75.27	0.00	0.00	594.35	3.67%
Wetland delineation	4	161.95	281.81	0.00	64.35	0.00	0.00	508.10	3.14%
Wetland Report	4	161.95	281.81	0.00	64.35	0.00	0.00	508.10	3.14%
QA/QC	4	247.07	429.92	0.00	98.16	0.00	0.00	775.15	4.79%
PSI and CCDD	51	1,660.99	2,890.29	46.40	666.66	1,505.00	0.00	6,769.35	41.83%
Project QA/QC	4	213.73	371.92	0.00	84.92	0.00	0.00	670.57	4.14%
USACE Permitting	2	80.98	140.90	0.00	32.17	0.00	0.00	254.05	1.57%
Lake County SMC	4	204.51	355.86	0.00	81.25	0.00	0.00	641.63	3.96%
Project Admin	4	247.07	429.92	0.00	98.16	0.00	0.00	775.15	4.79%
TOTALS	123	4,564.11	7,942.02	96.00	1,827.31	1,755.00	0.00	16,184.44	100.00%

Method of Compensation:

Cost Plus Fixed Fee 1

Cost Plus Fixed Fee 2

Cost Plus Fixed Fee 3

Specific Rate

Lump Sum

☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
☐ 14.5%[(2.3 + R)DL + IHDC]
☐
☐



Exhibit C

8.H.c

Average Hourly Project Rates

Route N. Arlington Heights Road
Section N of IL83 to Thompson Ph I & II
County Lake
Job No.
PTB/Item

Consultant Huff & Huff, Inc.

Date 1/6/2020

Sheet 1 OF 2

Payroll Classification	Avg Hourly Rates	Total Project Rates			PESA			Environmental Due Diligence			ESR Submittal			Wetland delineation			Wetland Report		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Principal	70.00	0																	
Principal	70.00	0																	
Associate Principal II	70.00	0																	
Associate Principal I	61.77	15.5	12.60%	7.78	0.5	1.39%	0.86	1	16.67%	10.29	1	25.00%	15.44						
Senior Consultant	68.86	0																	
Senior Geotechnical Consultant	64.44	0																	
Senior Project Manager III	61.50	0																	
Senior Project Manager II	46.70	2	1.63%	0.76															
Senior Project Manager I	45.10	2	1.63%	0.73							1	25.00%	11.67						
Senior Landscape Architect	53.41	0																	
Senior Planning PM	51.15	0																	
Senior Geologist PM	44.41	4	3.25%	1.44	2	5.56%	2.47												
Senior Technical Specialist	45.76	0																	
Senior Scientist PM II	47.29	0																	
Senior Scientist PM I	43.05	0																	
Senior Technical Scientist	40.49	14	11.38%	4.61							2	50.00%	20.24	4	100.00%	40.49	4	100.00%	40.49
Senior CADD Specialist	34.59	6	4.88%	1.69	3	8.33%	2.88												
Scientist PM II	43.31	0																	
Scientist PM I	31.78	0																	
Engineer PM I	37.08	0																	
Planning PM	36.03	0																	
Architect PM	38.48	0																	
Assistant PM Engineer II	40.00	0																	
Assistant PM Engineer I	35.61	0																	
Engineer I	34.98	37	30.08%	10.52	15	41.67%	14.58												
Scientist EI	27.65	41	33.33%	9.22	15	41.67%	11.52	4	66.67%	18.44									
Scientist E2	23.75	0																	
Administrative Managers	41.58	0																	
Senior Administrative Assistant	28.59	1.5	1.22%	0.35	0.5	1.39%	0.40												
		0																	
TOTALS		123	100%	\$37.11	36	100%	\$32.70	6	100%	\$36.51	4	100%	\$47.36	4	100%	\$40.49	4	100%	\$40.49



Exhibit C

8.H.c

Average Hourly Project Rates

Route N. Arlington Heights Road
Section N of IL83 to Thompson Ph I & II
County Lake
Job No.
PTB/Item

Consultant Huff & Huff, Inc.

Date 1/6/2020

Sheet 2 OF 2

Payroll Classification	Avg Hourly Rates	QA/QC			PSI and CCDD			Project QA/QC			USACE Permitting			Lake County SMC			Project Admin		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Principal	70.00																		
Principal	70.00																		
Associate Principal II	70.00																		
Associate Principal I	61.77	4	100.00%	61.77	1	1.96%	1.21	2	50.00%	30.88				2	50.00%	30.88	4	100.00%	61.77
Senior Consultant	68.86																		
Senior Geotechnical Consultant	64.44																		
Senior Project Manager III	61.50																		
Senior Project Manager II	46.70																		
Senior Project Manager I	45.10							2	50.00%	22.55									
Senior Landscape Architect	53.41																		
Senior Planning PM	51.15																		
Senior Geologist PM	44.41				2	3.92%	1.74												
Senior Technical Specialist	45.76																		
Senior Scientist PM II	47.29																		
Senior Scientist PM I	43.05																		
Senior Technical Scientist	40.49																		
Senior CADD Specialist	34.59										2	100.00%	40.49	2	50.00%	20.24			
Scientist PM II	43.31				3	5.88%	2.03												
Scientist PM I	31.78																		
Engineer PM I	37.08																		
Planning PM	36.03																		
Architect PM	38.48																		
Assistant PM Engineer II	40.00																		
Assistant PM Engineer I	35.61																		
Engineer I	34.98				22	43.14%	15.09												
Scientist EI	27.65				22	43.14%	11.93												
Scientist E2	23.75																		
Administrative Managers	41.58																		
Senior Administrative Assistant	28.59				1	1.96%	0.56												
TOTALS		4	100%	\$61.77	51	100%	\$32.57	4	100%	\$53.43	2	100%	\$40.49	4	100%	\$51.13	4	100%	\$61.77



Direct Costs Check Sheet

COMPANY NAME: INTERRA, Inc.

PTB NUMBER: **Arlington Heights Road - Buffalo Grove Jurisdiction**

TODAY'S DATE: 1/5/2020

[illegible]

**If other allowable costs are needed and not listed, please add in the above spaces provided.*

LEGEND

W.O. = Work Order

J.S. = Job Specific

Attachment: Final Agreement with Exhibits v5 (O-2023-26 : Lake County IGA (Arlington Heights Rd))



SCOPE OF SERVICES

PROJECT NAME: Roadway Reconstruction of Arlington Heights Road

CLIENT: Lake County Division of Transportation

LOCATION: Arlington Heights Road from Lake Cook Road to North of IL Route 83

Job No.:

SINGH P.N.: 18171

Singh & Associates, Inc. (SINGH) is pleased to provide this proposal for Phase II plan preparation for the Village of Buffalo Grove roadway lighting improvements for the reconstruction of Arlington Heights Road from Lake Cook Road to north of IL Route 83 (approximately 500 feet south of Thompson Blvd.) This project is located within the municipal boundaries of the Village of Buffalo Grove, Village of Long Grove, Village of Arlington Heights and unincorporated Lake County, IL. Work is anticipated to include the removal of Village of Buffalo Grove owned and maintained roadway lighting poles and the design of new roadway lighting at the intersections noted below and at the intersection of IL Route 83 and Arlington Heights Road. This project will be funded with local funds from the Village of Buffalo Grove. The Lake County Division of Transportation (LCDOT) will be the lead agency for the design, bidding, letting and construction stages. The project is currently programmed and targeted for construction in the fall of 2023. SINGH will provide plans, specifications and estimates for roadway lighting improvements within the project limits in accordance with Village of Buffalo Grove, LCDOT and IDOT District One guidelines.

The lighting design divided in the two tasks:

Task1:

The lighting design will be provided at following intersection:

1. North Leg of Arlington Heights Road and Lake Cook Road
2. Arlington Heights and Timber Hill Road
3. Arlington Heights and Auburn Road
4. Arlington Heights and Checker Drive
5. Arlington Heights and Bernay Lane
6. Arlington Heights and Brittany Lane
7. Arlington Heights and Carlton place
8. Arlington Heights and Heritage Place
9. Arlington Heights and Alden Lane

230 W. Monroe, Suite 1400
Chicago, Illinois 60606
t: 312.629.0240 f: 312.629.8449
www.singhinc.com

North Michigan Avenue – Phase II
Chicago River to Oak Street

10. Arlington Heights and Fremont Way
11. Arlington Heights and Courtland Drive

Task2:

Design new roadway lighting improvements within the Arlington Heights Road and IL Route 83 intersection limits. Improvements to roadway lighting at this location will require coordination with IDOT. Limits are defined along Arlington Heights Road, north of Fremont Way and south of Courtland Drive. It is assumed that all existing light poles along Arlington Heights Road within this area of the project will be replaced with new light poles and fixtures. The design of new lighting along IL Route 83 is not anticipated.

Scope for both Task 1 and Task 2 includes:

- Photometric computations, and initial concept submittal, Existing lighting removal and proposed lighting design.
- Preliminary, pre-final and final PS&E
- Project meetings and Coordination with ComEd (2 project meetings, 2 meeting with ComEd and 2 meeting with IDOT)

All other services are considered out-of-scope. SINGH shall not be obligated to provide nor entitled to compensation for any out-of-scope services, unless agreed to via supplemental agreements.



Local Public Agency

Lake County Division of Transportation

County

Lake

Section Number

17-00193-08-PV

Prime Consultant (Firm) Name

Peralta-Clark, LLC

Prepared By

Rashesh Patel

Date

7/29/2022

Consultant / Subconsultant Name

SINGH & Associates, Inc.

Job Number

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM 18 MONTHS

START DATE 8/1/2022
RAISE DATE 1/1/2023

END DATE 1/31/2024

OVERHEAD RATE 156.83%
COMPLEXITY FACTOR 0
% OF RAISE 2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	8/1/2022	1/1/2023	5	27.78%
1	1/2/2023	1/1/2024	12	68.00%
2	1/2/2024	2/1/2024	1	5.78%

The total escalation = 1.56%

Section Number

17-00193-08-PV

Job Number

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	1.56%

[illegible]

Local Public Agency

Lake County Division of Transportation

Consultant / Subconsultant Name

SINGH & Associates, Inc.

County

Lake

Exhibit D

Section Number

17-00193-08-PV

8.H.c

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	140	\$0.63	\$87.50
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

TOTAL DIRECT COSTS:

BLR 05544 (Rev. 05/27/22)

\$87.50

Packet Pg. 145

Attachment: Final Agreement with Exhibits v5 (O-2023-26 : Lake County IGA (Arlington Heights Rd))

RIGHT-OF-ENTRY PERMIT

Arlington Heights Road
Road Name

CH 79
County Highway Number

Buffalo Creek Nature Preserve,
Buffalo Grove
Location

193
Section Number

It is to the mutual benefit of the Lake County Division of Transportation and the undersigned that the Lake County Division of Transportation be given the right to enter upon the property of the undersigned.

Now, therefore, the undersigned, being one of the fee or beneficial owners of certain real estate located at, or identified in the County tax record as PIN number 15-32-309-001 to the Lake County Division of Transportation, State of Illinois, for its use and use of others designated by it, the right and privilege to enter upon said real estate for the purpose of installing trees at the Village of Buffalo Grove's Buffalo Creek Nature Preserve.

The said work is to be done in a good and workmanlike manner, and the expense thereof to be assumed by the said Division.

It is also agreed that the premises will be left in a neat and presentable condition.

This permit shall expire upon completion of the highway work.

Dated this _____ of _____, 2023.

Beverly Sussman
Village President

RIGHT-OF-ENTRY PERMIT

Arlington Heights Road
Road Name

CH 79
County Highway Number

Jaycee's Bicentennial Park,
Buffalo Grove
Location

193
Section Number

It is to the mutual benefit of the Lake County Division of Transportation and the undersigned that the Lake County Division of Transportation be given the right to enter upon the property of the undersigned.

Now, therefore, the undersigned, being one of the fee or beneficial owners of certain real estate located at, or identified in the County tax record as PIN number 15-29-107-005 to the Lake County Division of Transportation, State of Illinois, for its use and use of others designated by it, the right and privilege to enter upon said real estate for the purpose of installing trees at the Village of Buffalo Grove's Jaycee's Bicentennial Park.

The said work is to be done in a good and workmanlike manner, and the expense thereof to be assumed by the said Division.

It is also agreed that the premises will be left in a neat and presentable condition.

This permit shall expire upon completion of the highway work.

Dated this _____ of _____, 2023.

Ryan Risinger
Executive Director



Resolution No. R-2023-5 : Resolution Adopting the 2023 Zoning Map

Recommendation of Action

Staff recommends approval of the attached zoning map.

SUMMARY: 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 is attached and reflects two changes in 2022.

ATTACHMENTS:

- BOT Memo (DOCX)
- 2023 Zoning Map Resolution (DOCX)
- Exhibit A. 2023 Zoning Map (PDF)

Trustee Liaison

Pike

Staff Contact

Andrew Binder, Community Development

Monday, March 20, 2023	
------------------------	--

VILLAGE OF BUFFALO GROVE



TO: Dane Bragg, Village Manager

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

DATE: March 20, 2023

SUBJECT: 2023 Village Zoning Map – Annual Update

Background

Pursuant to the State Statute, the Village of Buffalo Grove is required to publish its official zoning map by March 31, 2023. The map only has one changes:

- 2273-2282 Avalon Drive (Avalon Crossing) - Annexed into the Village and zoned R4 One-Family Dwelling District

Staff Recommendation

Staff recommends approval of the attached zoning map.

RESOLUTION NO. 2023 – _

**A RESOLUTION ADOPTING THE OFFICIAL ZONING MAP
OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS**

WHEREAS, Illinois statute requires annual publication of the Village's official zoning map; and,

WHEREAS, the Village of Buffalo Grove has compiled a zoning map attached hereto as Exhibit A depicting zoning districts as required by State statute.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois that the map attached hereto as Exhibit A is hereby adopted as the Village's official Zoning Map.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

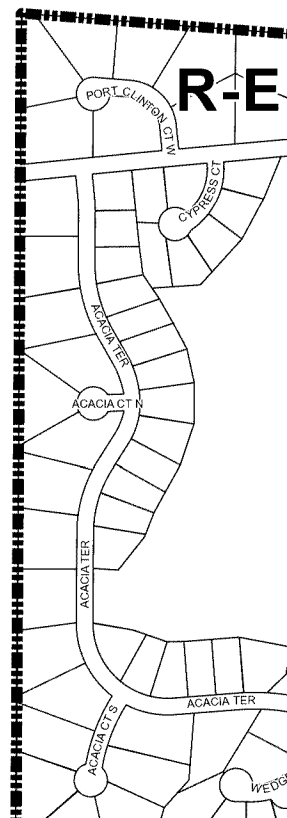
Village Clerk

Beverly Sussman, Village President

EXHIBIT A
2023 Zoning Map



Vill





Resolution No. R-2023-4 : A Resolution Authorizing the Execution of a License Agreement for Food Service at the Buffalo Grove Commuter Rail Station

Recommendation of Action

Staff recommends approval

SUMMARY: The current owner of Java Junction, the coffee shop at the Metra commuter rail station, has elected to retire and sell their business to Hamid Javed. Staff believes it is in the best interests of the Village to continue to license food and beverage services at this location.

ATTACHMENTS:

- Resolution (DOCX)
- License - 3.3.23 (DOCX)
- Exhibit A. (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Brett Robinson, Finance

Monday, March 20, 2023

RESOLUTION 2023-____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT
FOR FOOD SERVICE AT THE BUFFALO GROVE COMMUTER RAIL STATION**

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

WHEREAS, it has previously been determined that it is in the best interest of the Village to license food and beverage services at the Buffalo Grove Metra Commuter Rail Station; and

WHEREAS, Janet C. Verpaele ,the current licensee desires to sell their business, which has been contracted to be purchased by Hamid Javed contingent upon the approval of a License Agreement which is attached to this resolution; and

WHEREAS, it has been determined that Hamid Javed will continue to serve the best interests of the Village in the provision of food and beverage services at the Buffalo Grove Metra Commuter Rail Station.

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

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

SECTION 2. The Village President and Village Clerk are hereby authorized to execute the attached license entitled " License Agreement for Food Service, Buffalo Grove Train Station" dated as of the 20th day of March, 2023

SECTION 3. Village staff is hereby directed to ensure that this license is implemented beginning March 31, 2023 and that service standards are maintained as a result of the sale transaction. This resolution is subject to the closing of the purchase contract by Hamid Javed.

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Resolution (R-2023-4 : Metra Coffee Service)

LICENSE AGREEMENT FOR FOOD SERVICE BUFFALO GROVE TRAIN STATION

This license is entered into as of the ____ day of _____, 2023, by and between the Village of Buffalo Grove, an Illinois municipal corporation ("Grantor"), and Hamid Javed ("Licensee").

PRELIMINARY STATEMENT

WHEREAS, Grantor and the Commuter Rail Division (CRD) of the Regional Transportation Authority, a division of an Illinois Municipal Corporation, have entered into a Commuter Station Development Agreement dated May 24, 1995, and a License for Location of Fixed Facilities for Public Transportation On Properties of Wisconsin Central Ltd., dated May 20, 1996 which instruments govern the construction, operation and maintenance of improvements to Village property for the purpose of providing commuter rail station facilities and the sublicense of certain portions of the property from the CRD for the same purposes ("Underlying Agreements"); and

WHEREAS, Grantor desires to license a portion of the commuter rail station consisting of approximately One Hundred Twenty (120) square feet as shown on Exhibit A, attached hereto and made a part hereof ("Premises") to Licensee, and Licensee desires to license Premises from the Grantor, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the Rent and the covenants below, the Grantor and Licensee do hereby agree as follows:

SECTION I – Purpose and Interests

- A. **Purpose.** Licensee shall occupy and use the Premises for the following purposes only: food concession sales, coffee, juice, tea and soft drink sales, milk, and other non-alcoholic beverages; magazine and newspaper services; personal hygiene products (travel sized lotion, battery, eye drops, etc.) and such other items as may be approved by the Grantor in writing.
- B. **Underlying Agreements.** Licensee recognizes that Grantor's interest in the Premises is that of a tenant except as expressly provided herein. This Agreement is subject and subordinate to and controlled by the terms, covenants and conditions of the Underlying Agreements. Licensee and Grantor agree to observe and perform all the obligations imposed on Grantor under the Underlying Agreements with respect to the Premises except for the payment of rent, Grantor's contributions for improvements, and those provisions of the Underlying Agreements which do not apply to this Agreement. Licensee and Grantor shall neither do nor permit anything to be done which would cause the Underlying Agreements to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in the CRD under the Underlying Agreements, or which would cause the Grantor to be in default under the Underlying Agreements. Licensee shall indemnify and hold Grantor harmless from and against all claims, costs or

expenses of any kind whatsoever, including attorneys' fees, by reason of any breach or default on the part of the Licensee which would cause the Underlying Agreements to be terminated or forfeited or caused Grantor to be in default thereunder. Grantor shall indemnify and hold Licensee harmless from and against all claims, costs or expenses or any kind whatsoever, including attorneys' fees, by reason of any breach or default on the part of the Grantor which cause the Underlying Agreements to be terminated or forfeited or cause Licensee to be in default thereunder.

SECTION II – Terms and Conditions

- A. **Term.** Grantor hereby licenses to Licensee the exclusive rights to operate a food service operation (as more fully set forth in Section I-A. above) located at the Buffalo Grove Commuter Rail Station Depot at 825 Commerce Ct., Buffalo Grove, Illinois. The Premises is depicted on Exhibit A attached hereto and is to be used and occupied by Licensee for the term commencing April 1, 2023 through March 31, 2026 with options to extend for up to three (2) additional two (2) year terms upon terms mutually acceptable to both parties to the License unless otherwise terminated as hereinafter set forth with a final date of this Agreement to be through March 31, 2032.
 1. **Hours of Operation.** During each weekday of the term, Licensee shall be open for business from 5:30 a.m. to 8:30 a.m., or as otherwise agreed upon in writing by the parties.
- B. **Extension of Agreement.** Licensee shall have the option and right of first refusal to extend this Agreement upon such terms and conditions as are mutually agreed upon. The right to extend such License shall be considered, provided that Licensee is not presently in default under any of its terms, conditions and obligations under this Agreement. Licensee must give written notice of such election to exercise option(s) to Grantor at least sixty (60) days prior to the expiration of the term herein provided.
- C. **Lawfulness.** Licensee shall not conduct or permit any conduct on the demised Premises which is contrary to the laws of any governmental authority.
- D. **Compliance.** During the term of this Agreement, Licensee shall comply with all Federal, State, County and Village statutes and ordinances.
- E. **Licenses.** Licensee shall obtain a Village of Buffalo Grove business license and any and all applicable State or Federal licenses prior to opening for sales to the public. In the event Licensee is unable to obtain or retain any such licenses, then this License shall be null and void.
- F. **Signs.** Licensee may be permitted to display signs as permitted by the Village. Grantor shall pay for the construction of any such signs unless shared with Licensee as part of Licensehold Improvements. At the termination of this License, any such signs shall become Grantor's property.

- G. **Tobacco and Liquor Sales.** Licensee shall have the right to sell tobacco products over the counter but not through a vending machine. Licensee shall obtain the required license and shall conform to Village ordinances. The sale of Alcohol is strictly prohibited.
- H. **Proprietary Interests.** Licensee shall retain all rights to any business names, concepts or other proprietary interests established during the term of this License, and Grantor herein waives any claims to such interests.
- I. **Right of Entry.** Grantor shall have the right to enter the Premises upon reasonable notice to Licensee.
- J. **Exclusive Rights to Sales.** As long as Licensee performs all of Licensee's obligations under this Agreement, Licensee shall have peaceful and quiet enjoyment of the Premises for the term of the License or any extensions entered into as a result of exercising an extension option. Grantor agrees that its own or its licensed adjacent properties related to commuter rail service shall not be used by any other vendors selling goods similar to Licensee's products.
- K. **Taxes.** Licensee shall pay when due any taxes assessed and levied against the Premises, or taxes levied against Licensee's interest, resulting from or on account of this Agreement or licensees interest in this agreement.
- L. **Vending Machines.** Provided Licensee shall obtain and maintain proper licenses for same, Licensee shall have the right to maintain public vending machines (for other than cigarettes or liquor) within the area of the licensed Premises. The amount of the total gross sales generated by said machines shall be included in determining the amount of rent due, per Section III A. below.

SECTION III – Compensation

- A. **Rent.** Licensee agrees to pay Grantor, at the address provided in Section VII B. of this Agreement, the following Rent:

Beginning **April 1, 2023** and payable monthly in arrears, Licensee shall pay as rent a sum equivalent to 5% of gross food and beverage sales, excluding sales tax and service charges (defined as gratuities and other fees charged over and above food and beverage sales) to Grantor, for all food and beverage sales on the Premises and surrounding areas. Licensee shall submit monthly, certified computer-generated sales figures to Grantor along with an operating statement to support the remittance which identifies service charges.

Monthly installments of Rent shall be payable no later than one month (28-31 days) after the end of the month so concluding. For example, Rent due to Grantor for **April 1, 2023** will be due, with applicable reporting to support the remittance, by **June 1, 2023** and so on.

Licensee shall maintain true, accurate and complete books and records of its operations at the Premises and retain the books and records for each year for not less than three (3) years thereafter. Such books and records shall be available for inspection by Grantor or its agents or representatives during business hours upon reasonable prior notice.

If not paid by the first day of the appropriate month as noted above, all installments of Rent shall bear interest from the date due to the date paid at a rate of eighteen percent (18%) per annum, or at the maximum legal rate of interest, whichever is lower.

- B. **Security Deposit.** At the option of Grantor, Licensee shall pay to Grantor a refundable, cash Security Deposit which shall be held in an interest-bearing account in the amount of \$500.00 for the faithful performance of this License. Failure to pay such a security deposit shall be considered a default under the Agreement.

In the event of Licensee default, the Security Deposit may be used to cure said default, including but not limited to the payment of Rent. Grantor may use, apply, or retain the whole or any part of the Security Deposit to the extent required for the payment of any rent or any other sum to which Licensee is in default. Within Forty Five (45) days of the termination of this Agreement, and provided Licensee is not in default, Grantor shall return to Licensee the amount that remains as the Security Deposit at the time of termination.

SECTION IV – Condition of Premises

- A. **Condition of Premises.** Licensee shall maintain, clean, and keep in good repair all areas related to the food concession and vending areas within the depot and adjacent areas where food and beverage will be provided from time to time. Licensee agrees to provide general cleanup and maintenance immediately adjacent to the concession area during its hours of operation by cleaning up coffee spills and other spills relating to the operation of the Premises.

Licensee shall notify the Grantor's Public Works Building Supervisor if the washrooms or areas outside the Premises need cleaning or maintenance prior to Grantor's regular maintenance schedule. This would include such areas as the platform, parking lot, parking or platform lighting, or the grounds around the retention basin.

Licensee shall accept the Premises in its existing condition on the commencement date and Licensee taking possession of the Premises shall be conclusive evidence that the Premises were then in good order, repair and satisfactory condition. No promise of Grantor to alter, remodel, improve, repair, decorate or clean the Premises or any part thereof and no representation respecting the condition of the Premises has been made to Licensee by Grantor. Licensee agrees to vacate the Premises at the expiration

of this Agreement and Licensee shall leave the Premises in the same condition as at the commencement date, ordinary wear and tear and loss by fire or other casualty excepted. Any improvements and alterations approved by Grantor shall not be of a permanent nature and shall be removed by Licensee unless otherwise mutually agreed upon by the parties.

- B. **Decorating.** Licensee will, at its own cost and expense, make any necessary alterations required; however, no alterations shall be made without the prior written consent of Grantor. Licensee shall make all repairs necessary to keep the Premises in good condition and repair. Repairs to the Premises necessitated by ordinary wear and tear, by storm, fire, wind or other casualties shall be the sole responsibility of Licensee.

SECTION V – **Termination & Assignment**

A. **Termination.**

1. In the event of any default in the terms hereof and if the same are not corrected within thirty (30) days of written notice (with the exception being the failure to remit rent, which should be corrected within five (5) days from written notice of same), Grantor may terminate the Agreement and take possession of the Premises, improvements and equipment with the institution of eviction proceedings and the exercise of due process of law. Each of the parties hereto shall have the recourse to any Court of Law or equity to enforce the provisions of this License as set forth herein.
2. In the event that Grantor shall desire to regain possession of the Premises for any other reason, Grantor shall have the option of so doing upon providing sixty (60) day written notice to Licensee.

- B. **Bankruptcy.** In the event that Licensee (1) becomes bankrupt, (2) makes a voluntary assignment for the benefit of any creditor, or (3) if a receiver is appointed, Grantor may terminate this Agreement by providing a thirty (30) day written notice to Licensee.

- C. **Casualty.** If the Premises shall be rendered untenable during the term of this License by fire or other casualty, Grantor, at its option, may either (1) terminate this License or (2) repair the Premises within ninety (90) days thereafter. This time period may be extended due to circumstances brought upon by the extent of the loss. No Rent shall be due and owing from the date of the fire or other casualty until the date the Premises is rendered tenantable. If Grantor elects to repair, this License shall remain in effect provided such repairs are completed in an expeditious manner. If Grantor has not repaired the Premises within the agreed time, Licensee may terminate this Agreement. If this Agreement is terminated by reason of fire or casualty as herein specified, Rent shall be prorated and paid to the day of such fire or other casualty.

- D. **Assignment.** Licensee shall not have the right to assign this Agreement without Grantor's prior written consent. Consent shall be based on, but not limited to, the following criterion: (1) financial ability to perform, (2) knowledge in the business of operating comparable food facilities, (3) ability to maintain service levels required by Grantor that are in conformance with the terms and conditions of this Agreement. Licensee shall give Grantor one hundred twenty (120) days' notice prior to any consideration of assignment.

In the event of any such assignment of this Agreement, Licensee shall be released from any and all liability arising or accruing under this Agreement after the date of such assignment, provided that the assignee executes, acknowledges and delivers a valid, binding, and sufficient instrument in writing, directly enforceable by Grantor, containing the assignee's assumption and agreement to pay all Rent and other amounts reserved in this Agreement and to perform all of the covenants, provisions, and conditions thereof, and that an original of such assumption and agreement be delivered to Grantor. In no other circumstance shall Licensee be so released, nor shall the acceptance of Rent by Grantor from any such assignee in any case operate or be taken to work or affect such relicense.

- E. **Rail Services.** CRD and Grantor make no warranties or representations, express or implied, as to continued rail service to the Premises. If CRD terminates commuter rail service, this License shall likewise terminate.

SECTION VI – Insurance and Indemnification

- A. **Insurance.** Licensee shall (during the term and any extension(s) hereof) maintain insurance acceptable to Grantor and such insurance shall be in the following amounts:
1. Worker's Compensation at the required statutory levels.
 2. General Liability (\$1,000,000/\$2,000,000 bodily injury and property damage). Grantor shall be named as an additional insured as their interest appears. This will not require Licensee to provide insurance to cover the parking lot.
 3. Grantor shall provide fire and extended coverage on the building and its contents which insurance policy shall contain a "Waiver of Subrogation" against Licensee.

Licensee will be responsible for providing its own insurance covering its equipment and inventory. Evidence of such insurance shall be furnished to Grantor prior to Licensee taking possession of the Premises. Licensee shall, in addition to providing certificates of insurance to Grantor for the above named coverages, name the Village of Buffalo Grove as an additional insured and provide that the Village, its employees, officers and agents, shall be held harmless from any and all causes of action, claims, losses, injury, damages,

legal expenses, fees, and other costs that may arise from the operation of Premises and execution of this License by Licensee.

- B. **Indemnification.** Licensee agrees to indemnify and hold harmless Grantor and CRD and defend from all claims, demands, liabilities, judgments, costs and expenses, including attorneys' fees, arising or growing out of loss or damage to property and all injury to or death of any persons which is in, upon or about any part of the Premises, whenever such loss or damage to the property or injury or death is caused by Licensee's negligence or arises from Licensee's operations pursuant to this Agreement.

SECTION VII – **General Conditions**

- A. **Authorized Representative.** The only authorized agent of Grantor shall be Grantor's Village Manager or designee. The authorized agent of Licensee shall be Hamid Javed, an individual ("Owner").
- B. **Notices.** All notices provided herein, to be effective upon receipt, shall be served personally or made by certified mail with return receipt to the parties hereto as follows:

Grantor: Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089
Attn: Village Manager

Licensee: Hamis Javed

- C. **Entire Agreement.** All the representations and obligations of the parties, if any, are contained herein. No modifications, waiver, or amendment of this Agreement, or any of its terms, shall be binding upon Grantor unless such are in writing and signed by a duly authorized official of the Grantor.

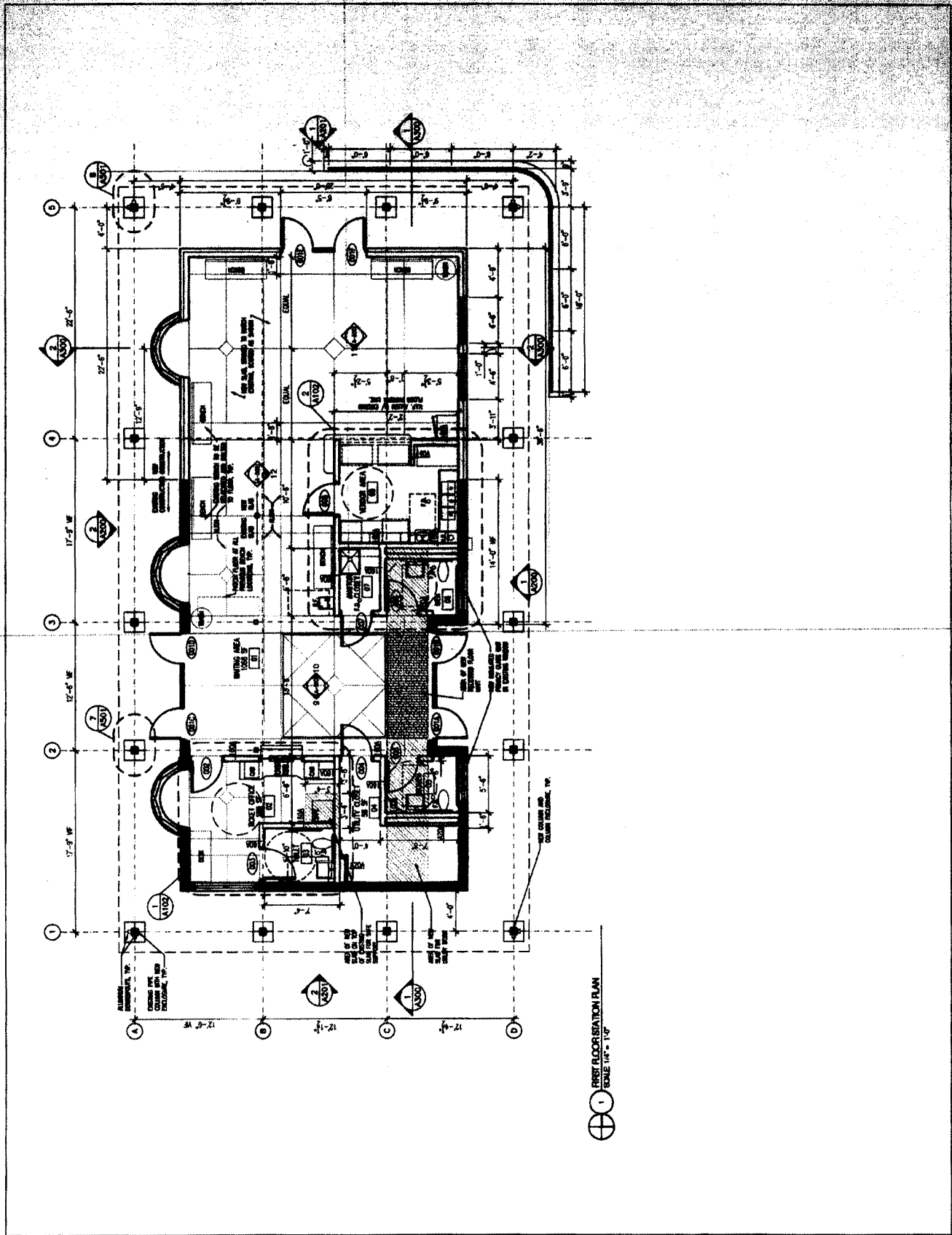
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this day and year first above written.

GRANTOR:

Village of Buffalo Grove

LICENSEE:

Attachment: License - 3.3.23 (R-2023-4 : Metra Coffee Service)



Metra
 METRA TRAIN SERVICES
 475 N. LAKE STREET
 CHICAGO, IL 60610
 773.644.1000

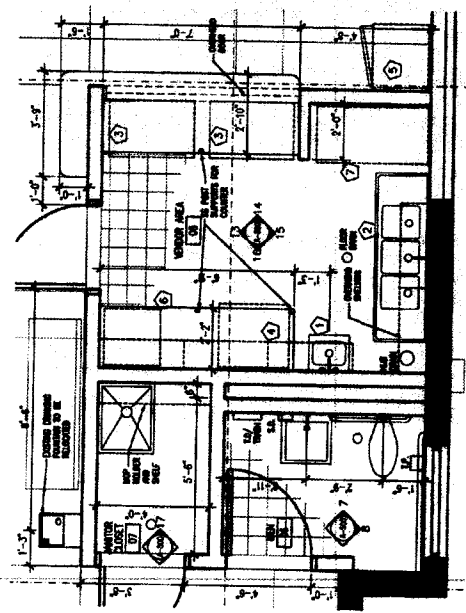
**BUFFALO GROVE
 METRA STATION
 RENOVATION**
 100 CONVERSE COURT
 BUFFALO GROVE, IL 60089

PROJECT CHAIRMAN

ARCHITECT
 100 N. LAKE STREET, 100
 CHICAGO, IL 60610

NO.	DATE	REVISION	BY
1	10-1-2023	FINAL DESIGN	ARCHITECT
2	10-1-2023	FINAL DESIGN	ARCHITECT

PROJECT DATA	
PROJECT NO.	000000
DATE	10-1-2023
SCALE	1/4" = 1'-0"
PROJECT NAME	BUFFALO GROVE METRA STATION RENOVATION
PROJECT LOCATION	100 CONVERSE COURT, BUFFALO GROVE, IL 60089
PROJECT OWNER	Metra
PROJECT ARCHITECT	100 N. LAKE STREET, 100, CHICAGO, IL 60610



Packet Pg. 165



**Resolution No. R-2023-6 : Resolution Authorizing Agreement
Between Village and Community Consolidated District 21 to Provide
School Resource Officer**

Recommendation of Action

Staff recommends approval, subject to the final review by the Village Attorney.

Staff recommends approval of an agreement between the Village 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.

ATTACHMENTS:

- 03-13-23 D-21 SRO Agreement (DOCX)
- 2023 District 21 Resource Officer Agreement (DOCX)

Trustee Liaison
Pike

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, March 20, 2023

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: March 16, 2023

TO: Village President Beverly Sussman and Trustees

FROM: Dane Bragg, Village Manager

SUBJECT: District 21 School Resource Officer Agreement

Recommendation

Staff recommends approval of 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. The proposed agreement shall carry forward from year-to-year but may be terminated by either party at the end of any calendar month, with 30 days' advance notice.

Background

The Buffalo Grove Police Department provides School Resource Officers (SRO) to districts 96, 102 and 214 through intergovernmental agreements that provide for a cost-sharing arrangement between the parties. The SRO provides educational liaison support to students and staff in each school. SRO's are responsible to promote positive working relationships between youth and law enforcement. At times, the SRO is also engaged in working with families in matters of truancy or other challenges. SRO's make regular presentations to students, parents and staff members of the District on matters of law enforcement, public safety and good citizenship.

As part of a series of budget reduction measures in 2017, CCSD 21 eliminated the SRO program across its schools. The District would now like to reinstate the program with the Villages of Wheeling and Buffalo Grove. Under the terms of the agreement, the District will pay 100 percent of the police officer's base salary, as well any overtime directly incurred as a result of fulfilling SRO job duties. The Village will cover benefit costs of the SRO, including healthcare, pension and related expenses. The annual salary and benefit costs will be calculated and provided to District 21 and in accordance with any collective bargaining agreements in place. The District will remit payment annually and in advance of the beginning of each academic year.

The SRO will be assigned to the District approximately nine months of the year. During the months the officer is not assigned to the District, the officer will be

assigned to shift functions within BGPD and can relieve hireback overtime costs due to vacations, etc.

Next Steps

The CCSD 21 board is scheduled to consider this agreement at its March 16 meeting. If both parties approve, staff will begin the hiring and recruiting process with the Board of Fire and Police Commissioners, as well as a special assignment recruitment, in order to have a SRO in place for District 21 by the beginning the 2023-24 school year (August 23, 2023).

RESOLUTION 2023-_____

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A
MEMORANDUM OF AGREEMENT
REGARDING THE PROVISION OF A SCHOOL RESOURCE OFFICER TO
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 21**

WHEREAS, the Village of Buffalo Grove, Lake and Cook Counties, Illinois is a home rule unit of local government pursuant to Article 7, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Board of Education of Community Consolidated School District 21 (the "District"), wishes to engage the services of one police officer from BUFFALO GROVE to serve as a "School Resource Officer" in Cooper Middle School, Longfellow Elementary School and Kilmer Elementary School (collectively the "Schools"), maintained by the DISTRICT; and

WHEREAS, the President and Board of Trustees of the Village of Buffalo Grove have determined that it is advisable, necessary and in the interest of the public health, safety and welfare, to enter into the "Memorandum of Agreement" attached as Exhibit A hereto with the District to provide for two police officers to serve as Resource Officers in the DISTRICT.

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

SECTION 1: That under the authority vested in the corporate authorities of the Village of Buffalo Grove, through the statutes of the State of Illinois, the President and Board of Trustees of the Village of Buffalo Grove find that it is in the best interests of the Village to enter into the Memorandum of Agreement, attached hereto as EXHIBIT A, to supply one full time police officer to serve as "School Resource Officer" to the Community Consolidated School District 21, as such services are described herein above and in EXHIBIT A.

SECTION 2: The Village Manager is hereby authorized to execute a Memorandum of Agreement that is in substantial conformity with the Memorandum of Agreement, and corresponding exhibit, both attached hereto and made a part hereof as Exhibit A, subject to the final review and approval by the Village Attorney.

Trustee _____ moved, seconded by Trustee _____ that Resolution No. 2023-_____ be adopted this _____ day of _____, 2023.

President Sussman _____
Trustee Stein _____
Trustee Ottenheimer _____
Trustee Weidenfeld _____
Trustee Johnson _____
Trustee Smith _____
Trustee Pike _____

Adopted this _____ day of _____, 2023, by the President and Board of Trustees of the Village of Buffalo Grove, Illinois.

President Beverly Sussman

ATTEST:

Village Clerk

Attachment: 2023 District 21 Resource Officer Agreement (R-2023-6 : D-21SRO Agreement)

EXHIBIT A
MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of 2023, by and between the VILLAGE OF BUFFALO GROVE, ILLINOIS, an Illinois municipal corporation, ("BUFFALO GROVE"), and the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 21, Cook County, Illinois, (the "DISTRICT") (together called the "Parties"), and shall remain in effect until terminated as stated in Paragraph three (3) of this Agreement:

WITNESSETH

WHEREAS, the DISTRICT wishes to employ the services of two police officers from BUFFALO GROVE to act as a "School Resource Officer" for Cooper Middle School, Longfellow Elementary School and Kilmer Elementary School, (collectively the "Schools"), maintained by the DISTRICT.

NOW, THEREFORE, in consideration of the aforesaid premises and other good and valuable considerations, the Parties agree as follows:

1. **TIME AND DURATION.** Beginning and continuing for each day that the Schools are in session beginning with the 2023-2024 school year, one BUFFALO GROVE police officer reasonably acceptable to the DISTRICT shall be assigned to the Schools during normal school hours performing the duties described in the attached APPENDIX A.
2. **DUTIES TO BOTH BUFFALO GROVE AND THE DISTRICT.** While physically present at any of the Schools and performing the duties described in APPENDIX A, the School Resource Officer shall reasonably cooperate with the DISTRICT in carrying out said duties but shall at all times remain employed by the Buffalo Grove police department and perform all such duties as that employment requires.
3. **CHANGES OR TERMINATION.** Should the DISTRICT become dissatisfied with the performance of services by the assigned School Resource Officer, or should BUFFALO GROVE desire to change the assignment of the School Resource Officer, the representative agents of both BUFFALO GROVE and the DISTRICT shall work together to ensure the assignment of a replacement. Should an amendment or revision of this Agreement be necessary, the representative agents of BUFFALO GROVE and the DISTRICT shall confer prior to recommending any modifications to their respective

principals. Both the DISTRICT and BUFFALO GROVE must approve any proposed amendments, modifications, or revisions to this Agreement. Each party has the right, however, to unilaterally terminate this Agreement at the end of any calendar month by giving thirty days written notice to the other party.

4. BUFFALO GROVE'S OBLIGATIONS. At all times, the School Resource Officer shall remain employed by BUFFALO GROVE, which shall be fully responsible for all employee-related obligations. BUFFALO GROVE shall supply appropriate law enforcement supplies, equipment, and vehicle for use by the School Resource Officer. BUFFALO GROVE shall also maintain payroll, attendance, and performance evaluation records of said School Resource Officer.
5. DISTRICT'S OBLIGATIONS. The DISTRICT shall provide appropriate office space, supplies, and equipment for use by the School Resource Officer. The DISTRICT shall reimburse BUFFALO GROVE for one hundred percent (100%) of the annual salary of a police officer at the top step of the salary range, including any overtime incurred as a result of providing School Resource Officer services to the DISTRICT, based on the current contract, in force, between BUFFALO GROVE and the bargaining agent for the Buffalo Grove Police Department.
6. SCHEDULE OF PAYMENTS. Pursuant to paragraph 5 above, the DISTRICT shall make annual payments to BUFFALO GROVE for School Resource Officer salaries. BUFFALO GROVE shall invoice the DISTRICT by June 30th each year before the upcoming school year. DISTRICT shall pay BUFFALO GROVE an amount equal to 100 percent of the salary paid to a police officer at the top step of the salary range. DISTRICT shall pay the invoice for annual salary costs by July 31st of each year. In addition to invoicing the DISTRICT for annual salary costs, BUFFALO GROVE shall invoice the DISTRICT throughout the calendar year for actual overtime costs incurred due to providing School Resource Officer services to the DISTRICT. DISTRICT shall pay overtime invoices within 30 days of receipt.
7. SEVERABILITY. Invalidation of any paragraph or part of a paragraph in this Agreement shall not affect the validity of the whole, or of other paragraphs of this Agreement.
8. COMPLETE AGREEMENT. This Agreement and the attached APPENDIX A incorporate all agreements and understandings of the Parties, as of the date of its execution, concerning the employment and duties of "School Resource Officer." Each party acknowledges

that no representations or warranties have been made which have not been set forth herein.

9. FORUM. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS THEREOF, the parties have caused the agreement to be executed by their duly authorized officials.

ACCEPTED BY:

ACCEPTED BY:

COMMUNITY CONSOLIDATED SCHOOL
BOARD OF EDUCATION

VILLAGE OF BUFFALO DISTRICT 21
GROVE

BY: _____
ITS: President

BY: _____
ITS: Village Manager

DATE: _____

DATE: _____

ATTEST:

ATTEST:

Secretary, Board of Education

Village Clerk

Attachment: 2023 District 21 Resource Officer Agreement (R-2023-6 : D-21SRO Agreement)

APPENDIX A

Job Title:

School Resource Officer

Organizational Relationships:

The School Resource Officer reports to the Principal of Students at the Cooper Middle School, Longfellow Elementary School and Kilmer Elementary School. At all times, the School Resource Officer shall remain employed by the Buffalo Grove Police Department, which shall be fully responsible for all employee-related obligations.

General Responsibilities:

School Resource Officers serve as educational liaisons between the middle school community and the police department. They are expected to enforce state laws, municipal ordinances, and applicable School District 21 rules and policies.

Since School Resource Officers will have potential contacts with many students, parents, and staff members, they should have excellent communications skills. Furthermore, they should be knowledgeable of police department policy, procedures, and municipal and state laws as they apply to juveniles.

Additionally, School Resource Officers should exhibit concern and understanding of youth problems. Assistance provided by School Resource Officers to school district personnel should help promote a relationship that will enhance a positive image of the police department.

Specific Duties:

The School Resource Officer shall:

- Promote rapport between police officers and students in the elementary and middle schools.
- Promote a working relationship with school counselors and with other School Resource Officers within School District 21 and the surrounding school districts.
- Meet with building and District administration to discuss and evaluate School Resource Officer activities.
- Make presentation to students, parents, and staff members on law, law enforcement, safety, and good citizenship.
- Refer troubled students to the proper professional help within the student services division of the school.
- Plan and assist in preventative substance abuse programs.
- Work with the parents of runaway or truant students.

- Deal effectively with juvenile offenders and serve as counselor for students who violate the law.
- Assist school officials in the enforcement of state laws and municipal ordinances.
- Represent the respective school, along with the Principal, Assistant Principal, or Dean in any criminal or traffic court action involving students.
- Work beyond regular scheduled hours when required to successfully complete an assignment or case.
- File appropriate case reports with the police department.
- Assist with traffic control when necessary
- Check unauthorized personnel in and around the school
- Assist the administration with crowd and vehicle control at special events and coordinate additional assistance if needed or utilized.
- Receive all police referrals involving students.
- Maintain a record of daily activities.
- Correlate the school district rules with municipal ordinances and state laws.
- Perform police duties as assigned by the police department during periods when school is not in session.



Ordinance No. O-2023-28 : Ordinance Authorizing the Village Manager to Execute a Contract with BS&A for Community Development Cloud Software

Recommendation of Action

Staff recommends approval, subject to the final review and approval by the Village Attorney.

Staff recommends authorizing the Village Manager to execute an agreement with BS&A Software Inc., for cloud-based 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.

ATTACHMENTS:

- BOT Memo (DOCX)
- BS&A Ordinance (DOCX)
- Village of Buffalo Grove - BSA Cloud Agreement 3.6.2023 (DOCX)

Trustee Liaison
Johnson

Staff Contact
Nicole Woods, Community Development

Monday, March 20, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 14, 2023

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Director of Community Development

SUBJECT: B&SA Cloud Agreement

STAFF RECOMMENDATION

Staff recommends authorizing the Village Manager to execute an agreement with BS&A Software Inc., for cloud-based 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.

BACKGROUND and PROGRESS TO-DATE

In 2020 and 2021, the Village selected and purchased BS&A software to help streamline and automate permit, review, and inspection process. At the time of purchase and installment, BS&A was only available via an on-premise server. However, the company had indicated upcoming plans to offer a cloud-based software in the near future. As a result, the Village purchased BS&A as a server-based platform and planned on upgrading to the BS&A Cloud software when it became available. As the BS&A cloud-based software is now available, the Community Development and Administrative Services Departments are seeking to implement the upgrade.

BENEFITS OF BSA CLOUD

Moving to BS&A Cloud provides various key benefits including the following:

- 1) *Full, Real Time Access – Anytime and Anywhere.* With the server-based platform, staff was only able to view, edit, analyze, or input any permit and plan review information while in Village Hall. Building inspectors in the field would have to either provide contractors or homeowners with hand-written inspection reports and/or provide a delayed electronic report once their computer was synced upon returning to Village Hall. This was problematic as it is an industry common practice and expectation to provide such reports on-demand. The upgrade will help to address this key issue.

In addition, full, real-time access will allow permit clerks, inspectors, and administration to access the information anywhere. This especially key when remote work or off-hour emergencies occur and access to permit history and contact information is critical. It will also allow clerks, contractors, and homeowners to update and see information in real time and thereby prevent delays or confusion.

- 2) *Enhance data security.* Shifting the information to the cloud will also enhance data security. Furthermore, it will be easier to provide necessary security and related updates without service interruption. Currently, the server-based system requires the platform to go down a few times a month for necessary updates.
- 3) *Additional Chance to Modify and Build-out Workflows.* As staff has become familiar with the software opportunities for processes improvements have been identified. Through the upgrade staff can enhance internal process as well as more fully build-out certain permit processes.

COSTS AND IMPLEMENTATION

BS&A will cost approximately \$44,300 for customization, implementation, and training, which will occur in year one. Then the annual cost will be approximately \$23,185, which is a slightly more than the current annual service fee of \$18,875. This item has been budgeted within the Maintenance Contract section of the IT Budget and is fully funded.

The final implementation schedule will be confirmed once the contract is signed, however, it is estimated that implementation will begin in Q4 and last around six months.

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH BS&A FOR COMMUNITY DEVELOPMENT PERMMITING, AND INSPECTION CLOUD SOFTWARE

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

WHEREAS, the Village sought out companies qualified to provide the requested services and materials; and

WHEREAS, the Village engaged in a procurement process to obtain the best value for money.

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

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

SECTION 2. The Village Manager is authorized to execute an Agreement with BS&A Software Inc., for cloud-based 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. Attached is the agreement along with the schedule of prices.

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: BS&A Ordinance (O-2023-28 : BS&A Cloud Software Agreement)

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement, including the attached Exhibits ("Agreement"), is entered into by and between Bellefeuil, Szur & Associates, Inc. ("BSA"), a Michigan corporation and the Village of Buffalo Grove, Cook County IL ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets the terms and conditions under which BSA will furnish certain Software as a Service ("SaaS") and certain professional services described herein to Customer.

SECTION A – SAAS SERVICES

1. Rights Granted.

- 1.1.** Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a non-exclusive, non-transferable, and non-assignable license to use the BSA Software Products. "BSA Software Product(s)" means, the: (i) BSA Software as a Service set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members.
- 1.2.** Customer acknowledges that BSA will not ship copies of the BSA Software Products as part of the SaaS Services.

- 2. Restrictions.** Customer will not (i) sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of BSA; (ii) access or otherwise use the BSA Software Products to create or support, and/or assist a third party in creating or supporting software products competing with the BSA Software Products; or (iii) assign, disclose, display, distribute, host, lease, license, outsource, permit timesharing or service bureau use, rent, sell, transfer or otherwise use the BSA Software Products for any commercial use other than fulfilling Customers own internal business purposes. Without limiting the foregoing, the BSA Software Products may not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products will be void. All rights not expressly granted are reserved.

- 3. SaaS Fees.** Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the rights granted herein, the SaaS fees set forth in **Schedule 1 to Exhibit A**.

4. Ownership.

- 4.1.** BSA retains all ownership and intellectual property rights to the SaaS Services, the BSA Software Product(s), and anything developed by BSA under this Agreement. Customer does not acquire under this Agreement any license to use the BSA Software Product(s) beyond the scope and/or duration of the SaaS Services. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purpose of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.

4.2. Customer retains all ownership and intellectual property rights to the data.

5. **Limited Software Warranty.** BSA warrants and represents for a period of one (1) year from the installation of BSA's software product that ; (i) such BSA software product will perform substantially in the same manner as official demonstration versions and in accordance with BSA's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this agreement; and (ii) BSA's software product shall conform to the documentation and be free of material defects in workmanship and materials. Any claim under this Limited Software Warranty must be made within one (1) year from the Activation Date of the applicable BSA software product. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts to repair or replace the non-conforming BSA software product so as to render it conforming to the warranty, or in the event that it is not possible to render it conforming with reasonable efforts, to receive a refund of the amount paid for the first year subscription fee to the applicable BSA software product. The foregoing Limited Software Warranty is in lieu of all other representations or warranties relating in any way to the BSA software products, including, but not limited to, their features, attributes, functionality and performance. The foregoing Limited Software Warranty is in lieu of all such representation or warranties whether express or implied, including, but not limited to, any implied warranties or representations of merchantability, merchantable quality and fitness for a particular purpose and those arising by statute or otherwise in law or from the course of dealing or usage of trade. BSA does not represent or warrant that the BSA software products will meet any or all of Customer's particular requirements, that the operation of the BSA software will operate error-free or uninterrupted, or that all programming errors in the BSA software product(s) can be found in order to be corrected.
6. **One Year Money Back Guarantee.** BSA offers a one (1) year Money Back Guarantee on all SaaS products. If, for any reason, Customer is not satisfied with the BSA Software Product, Customer may cancel service within one (1) year of the date that the BSA Software Product becomes available for use ("Activation Date"), for a full refund of the SaaS Fees, as identified in **Schedule 1 to Exhibit A**. Customer must notify BSA of intention to terminate at least thirty (30) days prior to the end of the one (1) year period.
7. **SaaS Services.**
 - 7.1. Customer will utilize shared hardware in a data center, but in a database dedicated to Customer's use, which is not accessible to other customers.
 - 7.2. Microsoft Azure data centers, or any replacement data centers utilized by BSA during the term of this Agreement are accessible only by authorized personnel, for specific business purposes, with prior approval required.
 - 7.3. Data centers utilized by BSA will have redundant telecommunications access, electrical power, and the necessary hardware to provide access to the BSA Software Products in the event of a disaster or component failure. In the event any of Customer's data is lost or damaged due to a negligent act or omission of BSA, or due to a defect in the BSA Software Product, BSA will use reasonable commercial efforts to restore data on servers in accordance with the system capabilities and with the objective of minimizing any data loss possible. BSA's systems are reasonably designed to ensure that the recovery point shall not exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this section, the declaration of disaster shall be declared by BSA in response to issues discovered by BSA, or upon confirmation of issues relayed by Customer to BSA. Said declaration of disaster will not be unreasonably withheld by BSA.
 - 7.4. In the event that a backup must be restored due to a declaration of disaster, or database failure, BSA will be responsible for importing backup data and verifying that Customer can log in. Customer will be solely responsible for running reports and testing critical processes to verify the restored data.

- 7.5. BSA's systems are reasonably designed to ensure that, access to the BSA Software Products can be restored within one (1) business day of the declaration of disaster.
- 7.6. Customer will not attempt to reverse engineer, bypass, or otherwise subvert security restrictions in the BSA Software Products or the SaaS environment related to the BSA Software Products. Unauthorized attempts to access files, passwords, other confidential information, or unauthorized vulnerability and penetration testing of BSA's system (hosted or otherwise) is prohibited without the prior express written approval of BSA.
- 7.7. **Insurance. Contemporaneous with BSA's execution of this Agreement, BSA shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Customer, and evidencing at least the minimum insurance coverages and limits as set forth in 7.8 Insurance Requirements to this Agreement. For good cause shown, the Deputy Village Manager ("Manager") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Manager may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Customer and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Customer. BSA shall, at all times during the term of this Agreement, maintain and keep in force, at BSA's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 5. Limited Software Warranty of Services, of this Agreement.**
- 7.8. **Insurance Requirements** BSA shall maintain during the entire term of this Agreement, the following insurance coverages.
- a) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
 - b) **Professional Liability:** \$1,000,000 single limit for errors and omissions, professional /malpractice liability.
 - c) **Worker's Compensation and Employers' Liability:** Worker's Compensation limits of \$1,000,000 and as Employers' Liability limits of \$500,000 per accident or as required by Illinois law.
 - d) **Umbrella Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- 7.9. **No Personal Liability.** No elected or appointed official, agent, or employee of the Customer shall be personally liable, in law or in contract, to BSA as the result of the execution of this Agreement.

SECTION B – PROFESSIONAL SERVICES

8. **Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A**, for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. BSA and Customer may enter into future Statements of Work, which shall become part of this Agreement. Future Statements of Work resulting from a change in scope to the contracted services may necessitate Change Orders to indicate changes to the agreed upon scope of work and any increase or decrease in costs related to the change in scope. Customer acknowledges that the fees stated in the Cost Summary are good-faith estimates of the amount of time and materials required for Customer's implementation. BSA will bill Customer for the actual fees incurred based on the services provided to Customer.

9. Change Orders. In the event of a change in the agreed upon project scope for professional services not covered or otherwise included in the existing Agreement, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which may include a written proposal containing the following: (i) implementation plan; (ii) the timeframe for performance; and (iii) the estimated price for performance of such change, based on the then current rates for said services. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan. The implementation schedule and schedule of activities for contracted services (the "Project") shall be established based on a timeline mutually agreed upon between the Parties following the execution of this Agreement.

10. License and Ownership.

10.1. All rights, including intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product, or portion thereof shall be governed by Section A of this Agreement, including Section 1.1 thereof.

10.2. Subject to Section 9.1 and Customer's compliance with this Agreement (including payment in full), BSA grants to Customer a non-exclusive, non-transferrable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only.

11. Cancellation. In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BSA), and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all non-refundable expenses actually incurred by BSA on Customer's behalf; and (ii) daily Project Management or Training fees associated with the cancelled Professional Services (in accordance with the daily fee rate), if less than thirty (30) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required.

12. Limited Professional Services Warranty.

12.1. BSA warrants that its Professional Services will be performed in a professional and workmanlike manner, consistent with industry standards. In the event of a breach of the foregoing warranty and a claim in accordance with the breach, BSA's sole obligation and Customer's exclusive remedy with respect to such claim will be to have BSA reperform the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made or said claim shall be deemed waived.

12.2. THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

13. Customer Site Access and Assistance.

- 13.1.** Customer agrees and acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other project milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Section 30, below) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission.)
- 13.2.** At no cost to BSA, Customer agrees to provide to BSA full access to and use of personnel, facilities, and equipment as reasonably necessary for BSA to provide implementation and training services. Such access will be subject to any reasonable security protocols or written policies provided to BSA prior to Effective Date of this Agreement, or mutually agreed to thereafter.

SECTION C – MAINTENANCE AND SUPPORT

14. Maintenance and Support Generally.

- 14.1.** For a one (1) year period, commencing on the Activation Date, and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support", meaning the following: (i) Modifications (such as patches, corrections and updates) as are generally provided at no additional charge by BSA to BSA customers; and (ii) technical support assistance, as further described in Section 14, during BSA's normal business hours.
- 14.2.** Commencing one (1) year from the Activation Date, Maintenance and Support will continue to be provided subject to compliance with the terms of the Agreement and payment of the SaaS Fees outlined in **Exhibit B**.
- 14.3.** BSA guarantees that the annual SaaS Fees, as set forth in **Exhibit B** will not change for two (2) years from the Activation Date. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Customers – U.S. City Average (CPI-U), or a similar measure should such data become unavailable.
- 14.4.** Maintenance and Support and the SaaS fee do not include amounts that may be due for such items as additional training, additional BSA Software Products, custom development work, hardware purchases, BSA staff time to create or modify report writer based reports, configurable imports or exports, or data entry. Additional fees may be payable for items charged on a per event basis, such as Permit Application Submission Fees related to online permit applications.

15. Support.

- 15.1.** With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this Section 15. Subject to Customer's compliance with the terms of the Agreement and payment of SaaS fees, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C**. An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products will be void.
- 15.2.** Support does not include the following: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an

operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include, but not be limited to, water, fire, lightning, other natural calamities, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its authorized agents; and (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith.

- 15.3.** Notwithstanding anything to the contrary, Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercially reasonable judgment to determine if an Error exists, and the severity of the Error.
- 15.4.** Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA Software Product in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a high-speed internet connection to facilitate BSA's remote access to the BSA Software Products. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer.

SECTION D – THIRD PARTY PRODUCTS

16. Third Party Products.

- 16.1.** BSA will sell, deliver and install onsite any hardware products not produced by BSA ("Third-Party Hardware"), if purchased by Customer, for the prices set forth in **Schedule 1 to Exhibit A**, as modified by any subsequent Change Order(s).
- 16.2.** BSA shall not provide any warranty services on Third Party Hardware sold. BSA is not the manufacturer of the Third-Party Products. To the extent applicable, BSA will grant and pass through to Customer any warranty that BSA may receive from the supplier of the Third-Party Product(s).

SECTION E – GENERAL TERMS AND CONDITIONS

17. BSA Proprietary Information.

- 17.1.** Customer acknowledges that the information associated with or contained within the BSA Software Products and information used in the performance of Professional Services include information relating to BSA Software Products, BSA's business, and the terms of this Agreement (the "Proprietary Information").
- 17.2.** Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.

- 17.3. Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act of breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of the exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.
- 17.4. If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order or to a government authority, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law.
18. **Limitation on Liability and Damages. Except for breaches of Section 38. Disabling Code BSA's entire liability and responsibility for any and all claims, damages, or losses arising from the BSA software products (including but not limited to their use, operation, and/or failure to operate), professional services, maintenance and support, any third-party performance or lack thereof, or otherwise arising out of or relating to this agreement, shall be absolutely limited to direct damages not in excess of the greater of Exhibit A Schedule 1 or the amount of insurance proceeds actually available without reservation at the time of settlement or judgment to cover the claim(s), damages or losses by the customer under insurance placed or provided pursuant to this agreement. For avoidance of doubt, and without limiting any obligation of any insurer, customer shall not have recourse against BSA for amounts unfunded by insurance proceeds in excess of \$23,055. Notwithstanding any provision contained herein, BSA shall not be liable for any indirect, consequential, special, incidental, or contingent damages or expenses, whether in contract, tort (including negligence) or otherwise, arising in any way out of this agreement, BSA software products, any third-party performance, or lack thereof, or BSA's performance, or lack thereof, under this agreement, including without limiting the generality of the foregoing, loss of revenue, profit, or use. To the extent that applicable law does not permit the limitations set forth herein, the liability and damages shall be limited and restricted to the extent permitted by law.**
19. **Additional Disclaimer.** BSA PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE, EXCEPT AS SET FORTH IN THIS AGREEMENT, BSA WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.
20. **Infringement Indemnity. If the deliverable (including but not limited to any System elements) provided by BSA (other than items provided by the Customer) to provide the System and any related services becomes, or in BSA's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, then BSA will promptly notify the Customer of such claim or proceeding and at BSA's expense take one of the following actions: (i) secure the right to continue using the item; (ii) modify the item to make it non-infringing, provided that such modification will not degrade the performance or quality of the affected component of the Services in any material way; (iii) replace the item with a non-infringing substitute that does not degrade the performance or quality of the affected component of the Services in any material way; or (iv) if the infringement or misappropriation claim or threatened claim is a bona fide**

claim with a basis in fact, remove the item from the Services and equitably adjust BSA's charges to adequately reflect such removal. BSA shall be responsible for all costs and expenses (including costs of building new interfaces) incurred by BSA or by the Customer in connection with the activities contemplated by this Section

21. **No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
22. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Illinois, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Cook, State of Illinois.
23. **Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.
24. **Contract Term.** This initial term of this Agreement extends from the Effective Date of the Agreement until one (1) year from the Activation Date. Upon expiration of the initial term, this Agreement will renew automatically for successive one (1) year terms under the same terms and conditions set forth herein without further documentation being required unless and until either party provides written notice to the other party, at least sixty (60) days prior to the end of the then current term. Customer's right to access or use the BSA Software Product will terminate at the end of the Agreement.
25. **Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.

- 26. Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement as set forth below. Upon termination of this Agreement: (a) Customer shall promptly pay BSA for all fees and expenses that are not subject to a good faith dispute and that are related to the software, products, and/or services received, or expenses BSA has incurred or delivered, prior to the effective date of the termination (b) Customer shall return or destroy, at the direction of BSA, BSA's Proprietary Information in its possession. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 2, 4, 16 through 18, 21-23, 25 -39, and the provisions of this Agreement which by their nature extend beyond the termination of this Agreement, will survive the termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.
- 26.1. Termination for Cause.** If Customer believes that BSA has materially breached this Agreement, Customer may terminate this Agreement for Cause in the event BSA does not cure, or create a mutually agreeable plan to address, a material breach of this agreement within thirty (30) days after Notification by Customer. Notice shall be provided in accordance with Section 31, below.
- 26.2. Force Majeure.** Either Party may terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or greater.
- 26.3. Lack of Appropriations.** If Customer cannot appropriate, or otherwise make available funds sufficient to continue to utilize the SaaS Services, Customer may unilaterally terminate this Agreement with thirty (30) days written notice to BSA. Customer shall not be entitled to a refund, offset, or credit for previously paid, but unused SaaS fees.
- 26.4. Failure to Pay SaaS Fees.** Customer acknowledges that timely payment of SaaS Fees is necessary to maintain continued access to the SaaS Services. In Customer does not make timely payment of SaaS fees, BSA may discontinue the SaaS Services, and deny access to the BSA Software Products. If such failure to pay is not cured within forty-five (45) days of receiving BSA's notice of intent to terminate, BSA may terminate this Agreement.
- 26.5. Convenience.** If Customer terminates SaaS Services for convenience, any SaaS fees already paid will not be prorated, and will be retained by BSA.
- 27. Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, is held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
- 28. 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.
- 29. Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA.
- 30. Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, epidemic, pandemic, other public health emergency, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be

foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

- 31. Notice.** All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

If to BSA:

BSA Software

14965 Abbey Lane

Bath, MI 48808

Attn: Contracts Manager

Telephone: 517-641-8900

If to Customer:

Village of Buffalo Grove

50 Raupp Blvd

Buffalo Grove, IL 60089

Telephone: (847) 459-2500

- 32. Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.
- 33. Cooperative Procurement.** To the maximum extent permitted by applicable law, BSA agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. BSA reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances fitting to that cooperative procurement.
- 34. Business License.** In the event a local business license is required for BSA to perform the services under this Agreement, Customer agrees to promptly notify and inform BSA of such requirement, as well as to provide BSA with the necessary paperwork and contact information so that BSA can obtain such license in a timely manner.
- 35. Nondiscrimination.** BSA will not discriminate against any person employed, or applying for employment, concerning the performance of BSA's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of employment including hiring, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that does not impact the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. BSA will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

- 36. Taxes.** Fees for SaaS Services, Professional Services, or any other fees shown in Schedule 1 to Exhibit A do not include any taxes, including, without limitation, any sales, use or excise tax. Customer shall be responsible for all taxes, exclusive of taxes on BSA's net income, arising out of this Agreement. If Customer is not validly tax-exempt, and BSA is required to remit taxes on customer's behalf, Customer agrees to reimburse BSA for any taxes by BSA.
- 37. U.S. Government Rights.** Each instance of the Documentation, Modifications and software that are constituents of BSA Software Products is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Any use, modification, reproduction release, performance, display or disclosure of the Application by the U.S. Government shall be solely in accordance with the terms of this Agreement.
- 38. Export Control.** Certain uses of the Software by Licensee may be subject to restrictions under United States regulations relating to exports and ultimate end uses of computer software. Licensee agrees to fully comply with all applicable United States laws and regulations, including but not limited to the Export Administration Act of 1979, as amended from time to time, the Arms Export Control Act, as amended from time to time, any regulations promulgated thereunder to implement those statutes, and all sanctions programs administered by the U.S. Government.
- 39. Disabling Code** BSA covenants, warrants and represents that it has taken all reasonable steps to test any software licensed or developed hereunder (including software modifications) for Disabling Code (as defined below) and that the software is and shall be free of Disabling Code as of the date of delivery by BSA, and that BSA shall continue to take such steps with respect to future enhancements or modifications to the software. BSA shall not invoke any Disabling Code on any of the Village of Buffalo Grove's systems. The term "Disabling Code" means computer instructions, features or functions that may permit BSA or a third party to, or may automatically: (a) alter, destroy or inhibit the software and/or Village of Buffalo Grove's processing environment; (b) erase, destroy, corrupt or modify any data, programs, materials or information used by Village of Buffalo Grove or store any data, programs, materials or information on Village of Buffalo Grove's computers without the consent of Village of Buffalo Grove; (c) discontinue Village of Buffalo Grove's effective use of the software except in the event of non-payment for ongoing software services, or Termination under Section 25; or (d) bypass any internal or external software security measure to obtain access to any hardware or software of Village of Buffalo Grove without the consent or knowledge of Village of Buffalo Grove, including, but not limited to, other programs' data storage and computer libraries. Disabling Code includes, but is not limited to, programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function. BSA further covenants, warrants and represents that it shall maintain a master copy of each version of the software free and clear of any Disabling Code. Upon Village of Buffalo Grove's request, BSA agrees to make such master copy available to Village of Buffalo Grove, with appropriate provisions for security thereof, for comparison with, and if necessary, correction by BSA of Village of Buffalo Grove's copy of the software.
- 40. Virus Protection** To the extent that any computer equipment is used by BSA in conjunction with the Services and BSA provides software or equipment to Village of Buffalo Grove, BSA must use up-to-date anti-virus software on all such equipment and systems, which shall constitute commercially reasonable efforts to deliver all software and equipment virus free. As used in the preceding sentence, "up-to-date anti-virus software" shall mean that BSA uses virus definition files made available by the anti-virus software publisher no more than seven (7) calendar days prior to the date of the complained of incident. BSA must have approved anti-virus protection software and

update virus definition files on a weekly basis. All storage media will be scanned on a daily basis or files will be scanned on a real time basis by virus protection software as those files are accessed, and any infected files will be immediately deleted. BSA will be responsible for making any and all configuration changes or purchases, which may be required, based on the above referenced Village of Buffalo Grove evaluation. It is the responsibility of BSA to ensure timely updates, patches, etc., and to ensure their software and protection remains current (as specified above). With respect to software deliverables, immediately before delivering them to Village of Buffalo Grove, BSA will scan such deliverables for viruses with the most recent virus definition files available from the anti-virus software publisher. If BSA fails to perform any obligation set forth in this section and if as a result, the software deliverable or interfacing equipment introduces a virus into Village of Buffalo Grove's system(s), BSA will be responsible for any costs in removing the virus from the affected system(s), in addition to being liable for other damages resulting from such introduction.

- 41. Freedom of Information.** BSA agrees to furnish all documentation related to this Agreement and any documentation related to the Customer required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after Customer issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Customer, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Customer to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from BSA's, actual or alleged violation of the FOIA or BSA's failure to furnish all documentation related to this Agreement or related to the Village pursuant to a request within five (5) calendar days after Customer issues notice of a request. Furthermore, should BSA request that Customer utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, BSA agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. BSA agrees to defend, indemnify and hold harmless the Customer, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by BSA's request to utilize a lawful exemption to the Customer.
- 42. No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Customer of any right, privilege or defense available to the Customer 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.
- 43. Contract Documents and Order of Precedence.** The text of this Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:
- Exhibit A – Payment Terms Generally*
 - Schedule 1 to Exhibit A – SaaS/Interface/Customization Fees*
 - Schedule 2 to Exhibit A – Professional Service Fees*
 - Exhibit B – Annual Service and Hosting Fees*
 - Exhibit C – Support Call Process*

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

BSA SOFTWARE, INC.

CUSTOMER

By: _____

By: _____

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A**Payment Terms**

1. Invoices and Payment. BSA shall be paid as provided in Exhibit A & B. BSA shall submit invoices to the Customer in a Customer approved format for those portions of the Services performed and completed by BSA. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit A and B. The Customer shall pay to BSA the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
2. Any amount not subject to good faith dispute and not paid within fifteen (15) days of the due date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. BSA shall invoice Customer \$15,600 upon Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule 2.
4. BSA shall invoice Customer \$23,055 upon activation of Customer's site for use of the BSA Software Product(s). Such amount equals BSA's SaaS Fees as set forth in Schedule 1.
5. BSA shall invoice Customer \$45,760 at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.
6. If the contract is fully executed prior to April 1, 2023 a credit in the amount of \$40,119 will be applied to the final invoice. Providing for a new payment of \$5,641 upon the completion of On-Site Implementation and Training.

Schedule 1 to Exhibit A**SaaS Fees****Upgrade - Cloud Modules****Community Development**

Building Department	\$12,105
Business Licensing	\$7,850

BS&A Online

Community Development	\$0
<i>Permit Application Feature - Enables contractors and the general public to submit permit applications online (A fee of \$3/application is accumulated and billed to the municipality).</i>	

Subtotal **\$19,955**

Hosting Fees

Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.

\$3,100

Schedule 2 to Exhibit A**Professional Services Fees****Project Management and Implementation Planning****Services include:**

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$15,600**Implementation and Training**

- \$1,200/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	4		\$4,800
Community Development Modules	Days:	16		\$19,200
	Total:	20	Subtotal	\$24,000

Contingency

Significant efforts are made by both parties to ensure that the scope of a project such as this is well-defined. Occasionally, unforeseen situations occur, such as customization requests for non-standard functionality, reporting or integration with a third-party system, or the need for additional training due to process changes, staff changes, etc. In order to easily accommodate these situations during your project, BS&A recommends the establishment of a Contingency budget. The Contingency budget allows for unexpected situations to be addressed efficiently, without the need for additional council approval.

Recommended Contingency: Remote Training 10 days @ \$1,200/day **\$12,000**

Travel Expenses **\$9,760**

EXHIBIT B**Annual Service Fees**

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U)."

Community Development	
Building Department	\$12,105
Business Licensing	\$7,850
BS&A Online	
Community Development	\$3,230
Total Annual Service Fees	\$23,185

EXHIBIT C**Support Call Process**

BSA's standard hours for telephone support are from 8:30 a.m. to 6:00 p.m. (EST), Monday through Thursday, and from 8:30 a.m. to 5:00 p.m. (EST), Friday, excluding holidays.

Customer can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of BSA's applications (ii) BSA's toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

Customer service requests fall into four main categories:

- A. Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. Issues/Bugs.** Errors fall into three (3) subcategories:
 - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) business day.
 - ii. Moderate.** Cases where an Error causes substantial inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within BSA's standard update cycle.
 - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not substantially impede functionality in any significant way. These issues are assigned a priority level at BSA's regular meetings, and resolution times are based on the specified priority.

Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.



Ordinance No. O-2023-27 : Ordinance Authorizing Execution of an Agreement with North Star Place Branding + Marketing for Village Branding Services

Recommendation of Action

Staff recommends approval, pending the final review and approval by the Village Attorney.

Staff recommends 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 agreements by the Village Attorney.

ATTACHMENTS:

- 1 Branding Contract Memo (DOCX)
- 2_Village Brand Initiative Ordinance (DOCX)
- 3_Village Brand Initiative Contract (PDF)
- 4_North Star_Executive Summary (PDF)
- 5_North Star_Branding Process (PDF)

Trustee Liaison
Pike

Staff Contact
Molly Gillespie, Office of the Village Manager

Monday, March 20, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 16, 2023

TO: Dane Bragg, Village Manager

FROM: Molly Gillespie, Director of Communications and Community Engagement

SUBJECT: Branding Consultant

Recommendation

Staff recommends 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, pending final review and approval of the agreements by the Village Attorney.

Background

In 2021, staff began working with the Village Board to uncover Buffalo Grove's identity. Interviews identified core tenants of what makes Buffalo Grove special. There was recognition that the Village's identity could be further refined with the community's involvement, but there needed to be a strategy to do so. Following a special workshop on communications, the Village Board directed staff to pursue the creation of a communications department to lead the charge on refining Buffalo Grove's identity while bringing professionalism and consistency to all communication services, channels and productions. The communications department would be a vessel to tell the Village's story and its commitment to provide the community with a high value government at low tax dollars.

The Department of Communications and Community Engagement was born in 2022 with the hiring of its director. The branding initiative was identified as a priority to not only refine the Village's identity through community engagement, but to then have the tools and guidance needed to truly implement the brand and achieve the goals envisioned in the creation of the Department.

The Village Board will consider a professional services contract with North Star Place Branding + Marketing (North Star) to conduct the Village's branding initiative. Prior to the contract consideration, North Star will provide a presentation to introduce the company, describe the initiative, the community engagement and overall process involved as well detail its extensive experience in place branding.

In late 2022, the Village released a request for proposals (RFP) for place branding vendors. Staff directly marketed the RFP to four vendors that were known to specialize in place branding, and the RFP was also advertised in traditional channels like the Daily Herald and the Village's vendor registry website. A staff team made up of representatives across several departments received and reviewed proposals from the two responding companies. After a thorough review, individuals from the staff team independently ranked the companies based on the vendors' overall proposal, qualifications and experience as well as the quality of past projects, process and capacity to complete the work. The most qualified vendor, North Star, was the obvious choice.

North Star's only business focus is place branding and marketing. As such, they have developed a very strong philosophy on community branding and marketing during its two decades of experience. North Star's mixed methodology research will provide the Village with a true picture of where its brand is now, why, where it should be and how the preferred identity can best be accomplished. North Star has completed work with over 300 communities across the country. In Illinois specifically, North Star has worked with dozens of communities—some municipalities and others chambers of commerce, tourism bureaus and economic development councils. A sampling of recent Illinois client communities is provided below:

- Alton
- Aurora
- Carbondale
- Des Plaines
- Godfrey
- Greenville
- Highland Park
- Lake Bluff
- Morton Grove
- Quincy/Adams County (currently active there)
- Woodstock (currently active there)
- St. Charles

Reference checks were conducted, and responses were overwhelmingly positive regarding the vendor's performance, process and overall value of service. Staff then negotiated the final costs with North Star. A detailed summary of North Star can be found in the *Executive Summary attachment*.

Based upon those reference check responses and after final negotiations, staff recommends entering into a one-year professional services agreement with North Star Place Branding + Marketing to complete the Village's community branding initiative. The cost for the one-year contract is estimated at \$98,000.

Process

North Star's process is driven by community research. The process combines a proven approach with customized creativity and out-of-the-box thinking specific to Buffalo Grove's situation. It begins with detailed research and expert-driven strategy development. Then it builds vivid brands in the real world through award-winning visual identity design and an action plan.

Research and strategy are paramount to reaching consensus concerning the direction of the brand well before any decisions about creative elements and activation are made. North Star has found that the strongest connections between a community and its brand are made when everyone understands and supports the ideas that underlie the eventual logo and tagline. The process and guidance are centered first on creating understanding and buy-in to a community DNA—the critical, foundational asset that will outlive any campaign because it is the underlying truth and driving force of Buffalo Grove. With consensus on the Village's DNA, the creative decisions follow. From start to finish, the consultant's work should take approximately 32 weeks, and is outlined in three distinct phases: Market research and brand strategy; creative; and action and implementation. A detailed project process can be found on the *Branding Process attachment*.

Project Timeline	
Getting Started Call	Week 1
Phase I	
Market Research + Brand Strategy	
Situation Analysis	Weeks 1 – 2
Research & Planning Audit	Weeks 1 – 2
Communication & Media Audit	Weeks 1 – 2
Community Engagement Website	Weeks 1 – 2
In-Market (Tour, Focus Groups, Interviews)	TBD
Online Community Survey & Brand Barometer	Weeks 4 – 8
Qualitative (Influencer) Perception Study	Weeks 6 – 10
Consumer Awareness + Perception Survey	Weeks 8 – 10
Competitive Positioning Review	Weeks 8 – 10
Situation Brief & Insight Development	Week 11
DNA Definition Development	Weeks 11 – 13
Research & Strategy Presentation	Week 14
Phase II	
Creative	
Creative Brief Development (Internal)	Week 15
Creative Workshop/Community Workshop	Week 15
Foundational Creative Development	Weeks 16 – 20
Custom Deliverable Development	Weeks 21 – 25
Phase III	
Action & Implementation	
Community Communication & Rollout Guidance	Weeks 26 – 30
Brand Action Ideas	Weeks 26 – 30
Final Report & Presentation	Weeks 31 – 32
Proposed Timeline	32 Weeks

Contingency

While the branding process is expected to take 32 weeks to complete, staff recommends a one-year term on the agreement to ensure ample completion time should the process encounter any unforeseen setbacks. In addition, the ordinance provides a 10-percent cost contingency to cover any unforeseen costs, such as those related to additional meetings and travel required to conduct requested presentations or interviews beyond what is already included in the scope of work.

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH NORTH STAR PLACE BRANDING + MARKETING FOR VILLAGE BRANDING SERVICES

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

WHEREAS, the Village sought out companies qualified to provide the requested services and materials; and

WHEREAS, the Village engaged in a competitive procurement process to obtain the best value for money.

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

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

SECTION 2. The Village Manager is authorized to execute an agreement with the North Star Place Branding + Marketing for Village branding services, in an amount not to exceed \$107,800 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

Attachment: 2_Village Brand Initiative Ordinance (O-2023-27 : Branding Consultant Contract)

APPENDIX A
VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
Village Brand Initiative

THIS AGREEMENT is dated as of the _____ day of _____ 2023 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Consultant 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. CONSULTANT.

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

Company. ("Consultant")
Street
City, State, Zip
Telephone:
Email:

B. Project Description. The Consultant shall provide Professional Brand Consulting Services for the Village of Buffalo Grove.

C. Representations of Consultant. The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit A to this Agreement ("Services"). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit A in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Consultant.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.
- B. **Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Consultant 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 Consultant shall diligently and continuously prosecute the Services until the completion of the Work.,
- D. **Reporting.** The Consultant shall regularly report to the Communications Director ("Director"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit 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 at the completion of each phase of the project (outlined in Exhibit B). 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 Consultant 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 Consultant 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 Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant 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 Consultant, the Consultant 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 consultant.
- F. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit B shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.
- B. **Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant 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 Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.
- C. **Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant 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 Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

SECTION 4. PERSONNEL SUBCONTRACTORS.(cont.)

- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement of for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

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 Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant 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 Consultant or the Village; or (iv) to have been supplied to the Consultant 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.
- B. **No Disclosure of Confidential Information by the Consultant.** The Consultant 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 Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Consultant warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance, The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE. (cont.)

- B. **Indemnification.** The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or the Consultant, indemnify, save harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, except to the extent caused by the sole negligence of the Village.
- C. **Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Communications Director ("Director") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Director may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6.A., Warranty of Services, of this Agreement.
- D. **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 Consultant as the result of the execution of this Agreement.
- 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 Consultant 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 Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.
- B. **Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. **No Collusion.** The Consultant represents and certifies that the Consultant 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 Consultant 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 Consultant 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 Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant 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 Consultant 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, either party may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice. In the event that this Agreement is so terminated, the Consultant 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 contract shall be for a period of one (1) year from the date of Award.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Consultant 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. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Agreement or the Services.

Consultant 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 Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

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

- H. **Default.** if it should appear at any time that the Consultant 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 Consultant'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 Consultant.** The Village may require the Consultant, 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 Consultant 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 Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

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 Consultant or with any vendor solicited or recommended by the Consultant.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations, or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other consultants engaged by the Village.
- L. **News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Director. 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 Consultant 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 Consultant 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.** Consultant 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 consultant 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.

Consultant 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, consultant shall amend this Agreement to contain the more favorable terms and conditions.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- O. **Joint Purchasing/Purchasing Extension.** The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other Village, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each municipality and the Consultant. The Consultant agrees that the Village shall not be responsible in any way for purchase orders or payments made by the other Village. The Consultant further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other Village during the extended term of this Agreement.

The Consultant and the other Village may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Consultant and the other municipality.

The Consultant shall provide other Village with all documentation as required in the Request for Qualifications, and as otherwise required by the Village including, but not limited to:

- Certificate of insurance naming each additional municipality as an additional insured

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns

SECTION 8. GENERAL PROVISIONS (cont)

- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the consultant in rendering the Services.

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

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

With a copy to

Law Firm.
 Street
 City, State, Zip
 Attention:
 Email:

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

Company. ("Consultant")
 Street
 City, State, Zip
 Attention:
 Email:

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 Consultant 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 Consultant with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law
- M. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- N. **Calendar Days and Time.** Unless otherwise provided in this 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.
- O. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont)

- P. **Freedom of Information.** The Firm agrees to furnish all documentation related to the 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.

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. Scope of Services

Over a 6-12 month period, the Consultant will develop a new brand for the Village of Buffalo Grove. Each phase of the project has a description of activities and deliverables, as well as a deadline for Village Staff to review the deliverables. During this review period, Village staff will provide the Consultant feedback on the deliverables, which should be incorporated into the final product before it is released to the Village Board and public.

Phase I: Research/Kick-off

After the consultant is selected and notified, the consultant will be officially awarded the contract at the Village Board meeting on February 21, 2023. The Consultant should plan to provide the Village Board with a presentation outlining the project's scope, process and deliverables at a date to be determined. Following award of the contract, the Consultant will have a kick-off meeting with Village Staff to discuss project details and logistics, collaboration, as well as hold a kick-off meeting with other stakeholders.

Deliverable: Project overview - a document and accompanying presentation that details the project's process, scope, timeline and deliverables.

Date for Award of Contract: February 21, 2023

Date for Kick-Off Meeting(s): Week of February 27, 2023

Phase II: Branding Process

The Consultant will determine the process in which they will develop the new brand for the Village, collaborating and communicating with Staff throughout.

Deliverable: Draft brand deliverables including logo set and brand guidelines and determine any other deliverables needed during this phase.

Target Date for Staff to Review Deliverable: September 8, 2023

Phase III: Brand Deliverables

During this stage of the project, the Consultant should synthesize feedback from Phase II and develop a refined vision of the brand and finalize deliverables to bring forward to the Village Board for adoption.

Deliverable: Brand deliverables including a logo set, brand guidelines and any other deliverables identified in Phase II.

Target Date for Presentation to the Village Board: October 2, 2023

Target Timeframe: Fourth quarter of 2023

SCOPE OF SERVICES

OVERVIEW

About Buffalo Grove

The Village of Buffalo Grove (BG) is located 35 miles northwest of downtown Chicago and 20 miles north of O'Hare International Airport. The Village's land area is 9.3 square miles, with 21.7 percent in Cook County and the remaining 78.3 percent in Lake County.

Buffalo Grove has been recognized as one of the safest communities in the United States, the most family-friendly community in Illinois, one of the best Chicago suburbs for young professionals and one of "Best Places to Live" according to Money Magazine.

Buffalo Grove's four elementary school districts and two high school districts consistently receive acknowledgement for providing high quality education. Additional amenities include two library districts, strong park and forest preserve districts, and over 800 acres of parks and open space, including two municipal golf courses and miles of bike trails. Residents and visitors alike enjoy these community assets and take part in the various cultural and entertainment activities held in the community.

The Village's commercial base includes corporate business parks, a diverse retail sector and a wide range of professional services, including medical facilities. The Village is thrilled to be welcoming The Clove—a redevelopment project that will create a 22-acre modern central entertainment and residential district anchored by a national grocery store, retail shops, a park, restaurants and luxury multi-family residential units.

BG has an extensive transportation system with countless regional road system connections. In addition, the Metra North Central Service rail line connects to downtown Chicago and O'Hare Airport. Pace Suburban Bus provides access to adjacent communities as well as Metra's Union Pacific Northwest and Milwaukee District North rail lines. Residents, businesses and their employees, and visitors all benefit by the top-tier mobility in BG.

Additional information can be found the appendices:

- Appendix B: A Closer Look at Buffalo Grove
- Appendix C: Community plans

PROJECT GOALS

The Village of Buffalo Grove is seeking proposals to develop a new brand for the Village and greater community to achieve the goals of 1) fostering civic pride; 2) driving business, relocation and tourism; and 3) enhancing the professional image of the municipal government organization.

WORK EXPECTATIONS AND COLLABORATION

The Village maintains a high standard for excellence in all services and productions. This includes but is not limited to public presentations, community engagement, imagery, document organization, public communication, writing and analysis. Collaboration with Village Staff will be fundamental to work efficiently and effectively in reaching the Village's expectations. The Consultant should view Village Staff as not only representing their client (the Village) but also as a partner and member of the project team who contribute to the project. Such areas for collaboration include but are not limited to communication regarding working documents, progress and visuals as well as direct access to any other communication and community engagement materials.

EXPECTED PROJECT STAGES, DELIVERABLES, AND ACTIVITIES

Over a 6-12 month period, the Consultant will develop a new brand for the Village of Buffalo Grove. Each phase of the project has a description of activities and deliverables, as well as a deadline for Village Staff to review the deliverables. During this review period, Village staff will provide the Consultant feedback on the deliverables, which should be incorporated into the final product before it is released to the Village Board and public.

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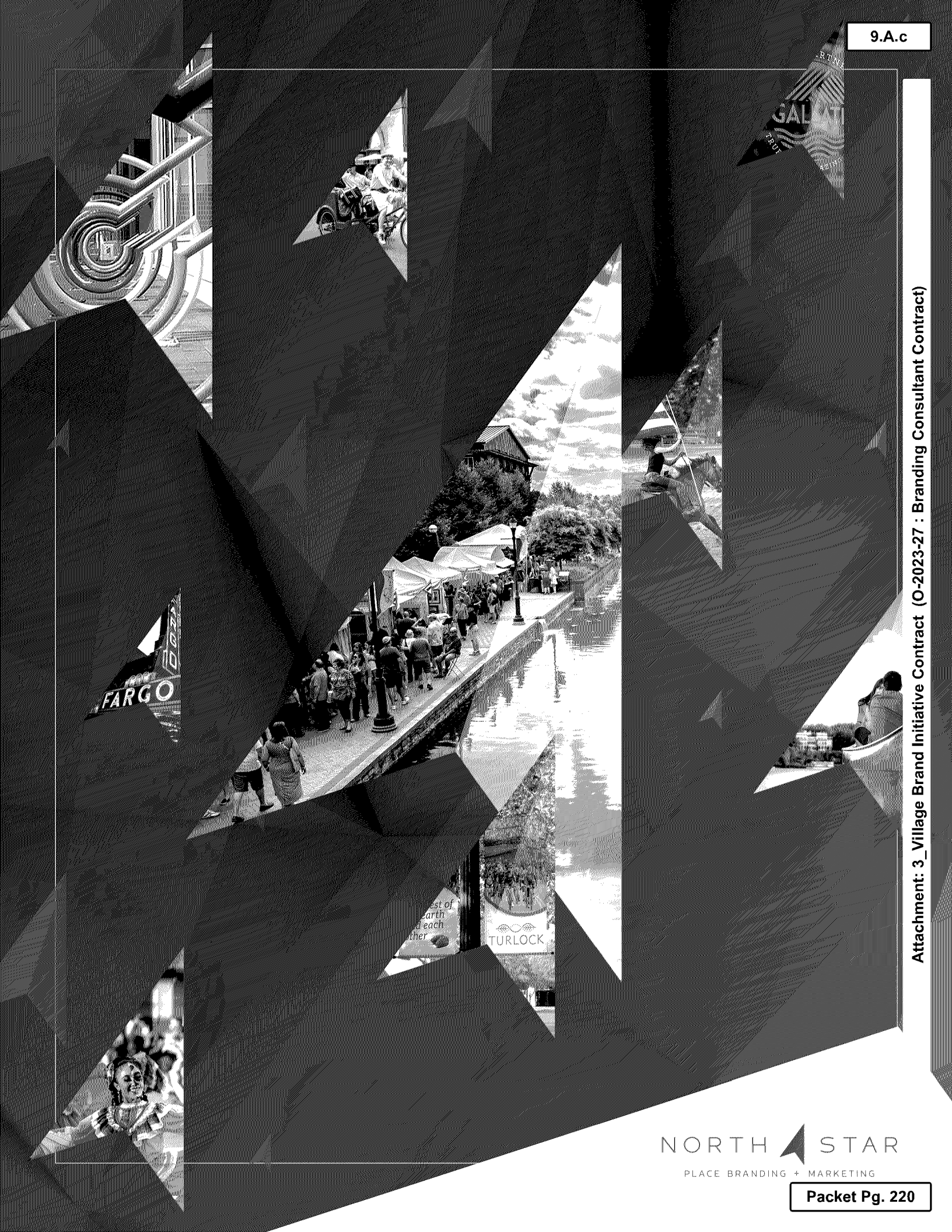
Deliverable: Brand deliverables including a logo set, brand guidelines and any other deliverables identified in Phase II.

Target Date for Presentation to the Village Board: October 2, 2023

Target Timeframe: Fourth quarter of 2023

Professional Liability Insurance Requirements

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 Contractor 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.
5. Statutory worker's compensation insurance.





December 30, 2022

Proposal to the Village of Buffalo Grove for Village Brand Initiative



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SECTION I – EXECUTIVE SUMMARY

1. **Executive Summary must include a brief overview of the key elements of your proposal. Please highlight any features or areas that differentiate your services and products from competitors and any specializations in solutions for local governments.**

Summary

North Star's branding process is designed to unearth knowledge and perceptions about the Village of Buffalo Grove, and then turn them into a brand identity befitting your people, your history, and your environment. From beginning to end, we aim to make the process collaborative, accessible, and inclusive because great community brands are not created in isolation.

Our philosophy is simple: ***Your brand should connect the soul of your community to the heart of your consumers.*** The BrandPrint process we use to realize that philosophy is much more complex, as it has been refined and perfected over the past 22 years through partnerships with over 300 communities in 46 states.

We begin our approach with thorough research that adapts to your schedule and community: we meet your residents, partners, and neighbors where and when they are available — whether that's online or in-person and as conditions allow — in hopes of hearing from the most diverse group possible. Importantly, each research study builds on the previous one, meaning that we react to information with more pointed questions as the process continues. In this way, we narrow our insights to arrive at a meaningful brand strategy, your DNA Statement, which guides the creative development and rollout of the brand and can serve as a touchpoint for future growth initiatives.

Our creative process builds in much the same way. Together with a committee that you select, we develop messaging and graphic designs step-by-step until we arrive at a comprehensive brand identity that feels exciting to you, your partners, and your audiences. With those foundational tools in hand, we then provide our best advice as far as introducing your new brand and using it to make immediate and long-term impact in your community with our recommended action plans.

Using our approach, we will be able to discover Buffalo Grove's optimum positioning, the best use of resources to leverage your equity in a brand, and the ideal creative messages to help achieve your goals. We will also provide guidance for you to coordinate and deploy the brand across the community and among your departments.

Experience: The Advantage of a Full-Service Place Marketing Specialist

Over the last two decades, North Star has partnered with over 300 communities coast to coast, helping them become more competitive. Bottom line...communities are our passion, and we've got the success stories to prove that passion. North Star frequently works alongside local governments, as well as destination marketing organizations and economic development agencies, and we rely on our partnership with local government staff to help us define the brand creation process. We're closely familiar with Illinois through projects in **Aurora, Carbondale, Des Plaines, Godfrey, Highland Park, Lake Bluff, Quincy**, and many others. Nationally, North Star has



collaborated on high-level initiatives with the states of Florida and Mississippi, with well-known cities such as Providence, Rhode Island and Newark, New Jersey, and with smaller communities like Marshall, Minnesota and Petersburg, Alaska. All that varied expertise is important for Buffalo Grove because you want a firm with the chops, credentials, and gravitas to manage your project.

Our portfolio of work and record of problem-solving prove that we do not offer a stock solution. The advantage of our specialization is that our process—which a generalist agency cannot replicate—helps us obtain precisely the right insights to develop the unique community brand identity you need to influence your audiences, build community pride, and create consistency among your departments. Rare in the place branding consulting industry, North Star is also a full-service agency that can help Buffalo Grove market well beyond the research, strategy, and brand creation stages.

Process: How Strategy Drives Your Brand and Unites Your Community

Our process combines a proven approach with customized creativity and out-of-the-box thinking specific to Buffalo Grove's situation. It begins with detailed research and expert-driven strategy development. Then it builds vivid brands in the real world through award-winning visual identity design and an action plan implementable by your team (or with our assistance as needed) within your budget and timeline.

Research and strategy will be paramount to reaching consensus concerning the direction of the brand well before any decisions about creative elements and activation are made. We find that the strongest connections between a community and its brand are made when everyone understands and supports the ideas that underlie the eventual logo and tagline. Thus, our process and guidance is centered first on creating understanding and buy-in to a DNA and strategic platform. This critical, foundational asset will outlive any campaign because it is the underlying truth and driving force of your community. With consensus on it, the creative decisions that follow will be relatively simple for your committee. Time and time again, we have learned that **strategy unites and inspires partner compliance and ultimately changes behavior.**



SECTION II – PROJECT

1. A detailed description of the consultant’s approach to this project, as described in the Scope of Services.

- a. Discuss how the approach would achieve the goals and objectives outlined in the Scope of Services.

Philosophy & Approach

North Star’s only business focus is place branding and marketing. As such, we have developed a very strong philosophy on community branding and marketing in our two decades of experience.

North Star will not “create” the brand for Buffalo Grove. It already exists in the very DNA of your community. Rather, we will uncover your brand and bring it to life in ways that have meaning for your target audiences—residents, investors, businesses, talent, and Village employees. Through our research, we may discover additional target audiences to pursue.

Uncovering Buffalo Grove’s unique DNA is essential to the success of all the marketing and community-building efforts that follow. Just as an individual’s DNA determines everything from how that person looks to how that person acts (as well as their health and vibrancy), your DNA should be the foundational touchstone for everything in your community from marketing to infrastructure to policy. As such, the heart of any truly impactful brand is a research-driven and authentic DNA Definition.

Once identified, this DNA Definition can drive consistent and powerful communications, focus brand development, shape experiences, impact your environment, and more. Because this DNA is central to the Buffalo Grove community, it has the capacity to drive the brands for all of your Village departments, investors, initiatives, and campaigns.

Buffalo Grove’s DNA Definition will be derived from an extensive research process and will be used to guide and inspire the Creative process, including formation of logos, brand guidelines, and deliverables.

- b. Provide a work plan that incorporates the expected stages, deliverables and activities. Include a discussion regarding work collaboration with Village Staff in order to achieve expectations.

Phase 1: Market Research & Brand Strategy

Stakeholder Education

One of the most valuable skills North Star brings to the branding table is an understanding of how to best navigate the political waters that surround a project. We know when projects can derail, how to maneuver difficult political situations, and whom to include in the process. With this in mind, we have developed strategies for sidestepping potential problems and keeping your branding initiative on course.



Inclusiveness and early understanding are critical to the smooth implementation of a community brand. Educating your residents, businesses, and stakeholders on the purpose, process, and possibility of a brand early is the first step in achieving buy-in from these important audiences. Specific attention must be given to your Steering Committee to ensure that the leaders of this initiative share a vision for the purpose, desired outcomes, and accomplishments of this project. North Star has created an array of educational tools designed to increase understanding of and support for the Buffalo Grove branding initiative. To that end, we provide:

Educational Presentation: Live PowerPoint presentation (during the in-market trip) to your Steering Committee and/or stakeholders groups (determined and assembled by you) for purposes of educating and furthering buy-in of community branding. This is not a canned presentation. We will collaborate with the Village to determine who your audiences are and what you want to convey. Then we will craft the presentation to meet those goals. This presentation can also be given in a public 'town hall' forum to engage the community in the process and to gather initial feedback from the public regarding opportunities to rebrand.

Community Engagement Website/Brand Story Site: This site serves as an online tool to direct traffic of Buffalo Grove residents and stakeholders interested in learning more about the project, getting involved in the research stage, or becoming a Brand Ambassador after the launch of the new brand. This is a terrific tool to engage the Buffalo Grove community. Here is an example of a live educational site for Johnson City, TN: brandjc.com

Research

North Star has identified the following research studies to help achieve Buffalo Grove's branding and marketing goals. This compiled body of data points us in the direction we need to go to craft your story. You will notice both qualitative and quantitative studies included in this recommended matrix. North Star strongly advocates a mixed method approach to research because it will tell you not just "How, When, What, and Where" but also "Why." Only through mixed methodology can your community obtain a true picture of where your brand is now, why, where it should be, and how your preferred identity can best be accomplished.

Situation Analysis: This establishes the current lay of the land from the perspective of your critical partners and stakeholders. We administer an online questionnaire to your key internal organizations and meet with each group during the in-market visit to more fully understand your primary objectives, general history, political landscape, resources, competitors, etc.

Research, Planning, Communications, and Media Audit: We conduct a comprehensive review of previous studies conducted by the Village and planning documents. This includes community outreach and planning meetings, surveys, intercept surveys, volunteer discussions, and market research. In addition, we review and analyze marketing materials, branding, logos, social media, and messaging from public and private sector partners as well as recent press related to Buffalo Grove.

Familiarization Tour: A tour of Buffalo Grove's attractions, meeting facilities, hotels/motels, restaurants, commercial sites, local businesses, retailers, restaurants, parks, natural areas, and historic sites would be conducted. We determine the tour itinerary with the help of Buffalo Grove project leadership.



Key Stakeholder Interviews + Focus Groups: Some of our most valuable pieces of insight for the purpose of defining your DNA and crafting your creative work comes from these intensive one-on-one interviews and focus groups. With the assistance of the Buffalo Grove project leadership, we want to identify and speak to key stakeholders about Buffalo Grove (including Village staff, board members, business community members, hoteliers, attraction owners, tour operators, nonprofit and civic organizations, etc.). We also want to talk to articulate individuals who are passionate about the Village (artists, historians, teachers, coaches, ministers, matriarchs, patriarchs, activists, and more).

Online Community Survey & Brand Barometer: Giving residents a forum for sharing is important. We use some of the themes identified in the Familiarization Tour to craft a quantitative survey posted online for community-wide participation. The brand barometer, conducted as a part of the community survey, measures the strength of Buffalo Grove's resident advocacy relative to the rest of the United States as a place to live, work, and play. In other words, how likely your residents are to advocate the community for starting a business or planning a visit. We promote this survey using traditional and social media. Fascinating similarities and differences between leadership perspectives and resident perspectives are often revealed.

Influencer Perception Study: North Star conducts qualitative, in-depth phone interviews with professionals outside of Buffalo Grove to uncover contextual perspectives. In collaboration with the Buffalo Grove project team, we compile a list of 20 identified potential interviewees from a target pool of elected officials, third party site selectors, business executives in your preferred industries, tour operators, regional and state level executives in economic development and tourism, and other external influencers you identify.

Consumer Awareness + Perception Study: This survey is conducted using a statistically significant random sampling of consumers and non-consumers in two outside markets using research panels. Data will be cross-tabulated in a number of ways to reveal the most insightful patterns between consumer and non-consumer groups. For instance, perceptions and attitudes for those who have visited Buffalo Grove will be compared and contrasted to those who have not visited and are reporting perceptions purely on reputation. This is key to identifying any brand recognition issues. This study measures:

- Overall awareness and perceptions of Buffalo Grove
- Overall awareness and perceptions of competitor cities
- Measurements of Buffalo Grove's delivery of quality of life indicators
- Consumer experiences in Buffalo Grove
- Attitudes regarding Buffalo Grove's strengths and weaknesses
- Consumer opinions regarding what needs to be added or taken away
- Changes in consumer perceptions of Buffalo Grove after visiting
- Patterns of visitation activities associated with consumers' primary purpose of visitation

Competitive Positioning Review: We provide a brand messaging and marketing strategy analysis to evaluate Buffalo Grove's position relative to the competition in the area.

Insights & Strategy

Our insights come from asking a number of thought-provoking questions: What brand "story" does the research tell? What emotional attachments can the brand hold? What are Buffalo Grove's core values? How does the brand fit into the consumer's lifestyle? How can



the brand best be used to elicit Buffalo Grove's desired emotional/behavioral responses? How does Buffalo Grove stand apart from competitors? These insight questions are compiled in a succinct storyline that leads directly to the Buffalo Grove strategic brand platform (DNA Definition). This platform is the critical touch point for all branded activity moving forward. For maximum brand impact, all efforts, thoughts, communications, and actions should literally and symbolically support its essence.

Situation Brief & Insight Development: We get our sharpest minds together at one time to review all of the research findings. Data on its face has limited value, but the connections between data points open up understanding and opportunity. The entire North Star team weaves together these connections into a compelling set of insights that start to tell Buffalo Grove's story.

DNA Definition (Brand Positioning Statement): Based on those insights, a guiding statement for the management and development of your brand is created. This definition should serve as the touch point for all Buffalo Grove activity moving forward. It will help bring consistency across the brand. Many of our communities reference their DNA Definition when making decisions about everything from policy to infrastructure improvement to promotions. Included in your DNA Definition is:

<i>Target audience:</i>	<i>For whom Buffalo Grove has the most appeal</i>
<i>Frame of reference:</i>	<i>Geographic context of Buffalo Grove</i>
<i>Point of difference:</i>	<i>What makes Buffalo Grove special</i>
<i>Benefit:</i>	<i>Why it should matter to the consumer</i>

Here is an actual example of how this construct guided our client Santee, California and led to their "Do More. Due East." brand positioning:

<i>Target audience:</i>	<i>For those wanting a close-knit community and wide-open opportunity,</i>
<i>Frame of reference:</i>	<i>Santee, hugged by natural beauty along Santee Lakes and Mission Trails Park,</i>
<i>Point of difference:</i>	<i>gives Southern California a new, strong point of connection</i>
<i>Benefit:</i>	<i>affording families the freedom to live their aspirations.</i>

Research and Strategy Presentation & Report: This represents a critical juncture in the project. We prepare a comprehensive review of all relevant research, insights, and recommended DNA Definition. We review the qualitative and quantitative analyses of Buffalo Grove's current image and positioning. A preview of this presentation is shared with key branding committee members for editing and fine-tuning. The collaboratively perfected presentation is made in person at larger stakeholder meetings, and the accompanying report is shared digitally. DNA Definition approval is required before proceeding.



Phase II: Creative

Creativity

In this stage, the insights and strategy are transformed into tangible creative products that embody Buffalo Grove. An in-depth Creative Brief and a Creative Workshop guide this process. Straplines, logos, color, looks, and messaging (with brand standards) are created. Additional deliverables will be developed to express the new brand identity in the context of its future use.

Creative Committee Workshop: A collaborative, interactive meeting between the North Star team and the Buffalo Grove creative committee (a group of your choosing) will explore the roles of different creative elements and identify creative preferences. Our goal is to most effectively hone in on the type of work you want without limiting the creative thinking of our writers, graphic designers, and art directors. This meeting is always a lot of fun for everyone involved.

Community Creative Workshop: In addition, we would like to hold a 1 ½ hour public workshop session during our site visit or on a subsequent visit depending on scheduling. This workshop (usually held at an open, indoor public space or key partner space) allows interested citizens of your Village to hear about the process and provide their input. North Star will start the session with the educational PowerPoint and then encourage attendees to provide their answers to various Village character question prompts.

Straplines & Rationale (5): A strapline (tagline) is not the be-all and end-all for your brand, but it is the start of the story. Depending on how safe or edgy you want to be, Buffalo Grove straplines can capture people's attention immediately and pique their curiosity or they can serve as a solid, hard-working tool that starts the job of positioning Buffalo Grove in the minds of consumers. North Star will provide a minimum of five different straplines, along with rationale for the strengths of each line. We will conduct trademark searches (via the United States Patent and Trademark Office website) and Google searches to make sure there is basic clearance for each line presented. Upon selection, your legal team is required to conduct a more thorough search to ensure its availability, potentially securing a trademark if desired and avoiding any conflicts once in the market.

Brand Narrative: Your DNA Definition articulates the core of what makes Buffalo Grove special. The narrative takes that core and describes it in artistic and compelling language for connecting emotionally with your different consumers. The narrative defines your personality and tone of voice. It can be woven into ad copy, placed on websites, integrated into speeches, and distributed to businesses to use in their own communications about the place they call home. The more it is used, the more widely your brand is dispersed.

Logos (5): We will present a minimum of five logo options for the Village of Buffalo Grove that represent a variety of concepts and provide a round of revisions to your selected logo.

Color Palettes (2): Once your logo decision is made, we open up the possibilities visually by allowing you to select between two distinct colors palettes. This is a key decision in how your visual brand identity will "feel" since color evokes emotion.



Looks (2): We craft two entirely different visual looks that allow you to choose how your brand messaging will be conveyed in terms of headlines, photography style, special graphic elements, detailing, and copy points. We will also provide a round of revisions for the look of your choice to ensure it reflects your exacting standards. The Creative Committee will select one look, and it will be applied to all subsequent deliverables.

Brand Standards Guide: This guide contains all the necessary information for using your logos, color palette, typefaces, language, and other key elements to ensure consistency across all mediums from any department or organization (print and electronic advertising, website design, media placement, public relations, event, templates, etc.). We provide digital and printed versions of this guide as well as InDesign files so you can edit the guide as necessary.

Custom Deliverables (8–10): To assist in the communication of the final brand concept, we will work with you to identify a list of 8–10 custom deliverables that target your specific goals. This is a powerful addition as it brings the logo and design to life through elements in the real world. The production of associated materials remains outside of this scope—the deliverables are visual examples. Options include, but are not limited to:

Social Media Graphics • Templates (Email Signature, Presentation, Newsletter, etc.)
 Business Cards • Letterhead • Envelopes • Brochures • Building + Monument Signage
 Print and Electronic Advertising Merchandise (Apparel, Accessories, etc.)
 Vehicle Wraps • Built Environment Applications

Phase III: Action & Implementation

Implementation

Following your brand's development, North Star has the ability to implement a strategic action and communications plan to begin the work of repositioning Buffalo Grove in the marketplace. This plan comprises the fundamental action steps that ensure the brand gains traction and maintains momentum. Many of these tasks involve setting up the communication, organization, and cooperation that will propel your brand forward. Our goal, and yours, is to make sure that Buffalo Grove's brand is the guiding principle for your future, not just a logo and line on your letterhead. This plan will be developed at/around the completion of the brand strategy and include estimated costs/budget and a suggested timeline for implementation.

Community Communication & Rollout Guidance: The first and most important audience for your brand and eventual campaign is your citizen base. To educate them on the process, the outcome, and the opportunity the new brand creates, North Star will prescribe a community rollout plan that details the brand and campaign to all interested stakeholders and citizens so that they can see, understand, and embrace it before the wider marketplace launch. This will include engaging those who sign up on the Community Engagement Website to be Brand Ambassadors.

Brand Action Ideas: These are both high-impact, custom ideas (up to 8) designed to raise the profile of the new Buffalo Grove brand and bring it to life in your community and foundational brand launch/implementation ideas and activities. Many of these ideas involve setting up the organization and cooperation that will propel your brand forward, while others serve as inspiration for brand adoption in creative and unique ways. Many of these ideas



may be accessible via a best practices knowledge-sharing database that North Star is currently developing. These ideas will address brand touchpoints ranging from economic development activities, the arts, infrastructure, and more.

Final Report and Presentation: At the completion of Phase III, we compile your brand into a final presentation that summarizes the research and takes viewers through the foundational creative development (line, logo, look, and color palette) as well as the steps of the action plan. Each step is illustrated using the custom deliverable designs. We always leave time for discussion to ensure understanding, buy-in, and a clean beginning to the ongoing implementation of your brand. Your final report will show the research, strategy, creative work, and action plan in their entirety and will be shared digitally along with raw data files, a logo suite, and JPEG image files of all deliverables and your brand style guide.

Phase IV: Evaluation (Future/Optional)

Evaluation & Results Tracking

Evaluation yields new information, which may lead to the beginning of a new planning cycle. Information can be gathered from concept pre-testing, campaign impact in the marketplace, and tracking studies to measure a brand's performance over time.

Ideally, evaluation answers two basic questions: Have responses to the brand among target audiences changed in the way the BrandPrint intended? And have these changes resulted in action that will achieve the desired objectives of the brand?

The research studies in this plan are designed to produce benchmarks and results that can be used for comparison with future studies. Additionally, over two decades of community branding experience have shown us that true success can be seen in the spread of excitement, inspiration, and innovation surrounding your brand among residents and stakeholders. Lastly, we are always available to answer questions and help with later marketing riddles. We have maintained an ongoing personal and business relationship with most of our clients, some for more than a decade. These tracking studies are outside the proposed scope of work, but we wanted Buffalo Grove to be aware of their future availability.

We use the following tools to measure tactical effectiveness:

Social Media: We perform social listening audits for our clients and measure not only likes, shares, and friends but also qualitative factors, such as sentiment.

12-Month Follow Up: We follow up after a year of your brand implementation to discuss the successes you have enjoyed and hurdles that you are working to overcome. We provide suggestions and direction for next steps in your continual brand integration.

Brand Barometer: Getting the talk right on the street is the most important thing a community can do to bolster its development efforts. Word of mouth has always been important; in this post-digital world, it is essential. With the benchmark included in your brand study, the Brand Barometer becomes a simple and inexpensive way to validate your success in word of mouth advertising and resident advocacy. We strongly recommend a Brand Barometer measurement every year to track the progress of the community.



d. Demonstrate a general understanding of Buffalo Grove and its dynamic.

The Buffalo Grove Situation

With a name that honors the local terrain and our national mammal, the Village of Buffalo Grove characterizes strength and boldness and shows an equal amount of care and camaraderie. In Buffalo Grove, advanced manufacturing companies build pharmaceutical supplies, the neighbors down the road build a new home, and the young adults begin to build their families. The Village's rich history of education and deep-rooted values remain steadfast in the present day. Highly acclaimed schools draw families to Buffalo Grove, and feelings of safety and security make them want to stay. The community comes together for food and fun during Buffalo Grove Days, and local farmers reap their reward during the Sunday Farmers' Markets. Every being is valued and protected, as seen through the Pinta Pride Project's parade and the Village's pledge to Save the Monarchs. The residents are well-connected—to each other and to the larger Chicago area. Buffalo Grove contributes to the Chicago metro's success but holds its own in the midst of strong competition. The businesses are as diverse as the people who live there, and current redevelopment projects present a promising future.

A Village known for its safety doesn't have to have a brand that plays it safe, and a community cornered by its larger, well-known neighbor is able to create an image that is uniquely its own. Just as Buffalo Grove is true to its history, North Star wants to help the Village uncover a brand that is genuine and long-lasting. Buffalo Grove already has so much to build off of, and the Village is primed for continued success. A cohesive and authentic brand centered on what makes the community of Buffalo Grove distinct will resonate with residents, businesses, and community groups; bolster community pride; and allow Village leadership to unite under a core identity.

e. Provide the number of meetings virtual or in person for each phase of the work.

Throughout the project, our Project Manager will conduct bi-weekly calls with the Buffalo Grove project lead. These calls will last approximately 20 minutes and will be used to provide updates and schedule future meetings.

The in-market visit to Buffalo Grove in Phase I is an essential part of the North Star Research process. While our team is in Buffalo Grove, we will meet with the project lead, Village staff, and other key stakeholders. We will heavily rely on the Buffalo Grove project lead to help us set up interviews and focus groups for our trip. At the end of Phase I, North Star will present the Research & Strategy findings to the Buffalo Grove steering committee. This meeting is able to be conducted in-person or virtually, and follow-up presentations with key stakeholders can be scheduled virtually as well.

During Phase II, the selected Buffalo Grove Creative Committee will be expected to participate in a minimum of five virtual meetings to provide feedback and direction. These meetings include the Creative Workshop, Strapline presentation, Logo and Color Palette presentation, Looks presentation, and the Final Creative Presentation. Depending on the feedback and unanimity of the Creative Committee, additional meetings may be scheduled at a later time. North Star will also host an in-person Creative Workshop in Buffalo Grove during the Creative process to hear from Village residents and gain valuable insights from the community.

In Phase III, North Star will compile all Research, Strategy, and Creative elements into a Final Report that includes an Action and Evaluation plan. This meeting is able to be conducted in-person or virtually.



2. A project schedule which should outline a specific timeline for each of the proposed project elements as detailed in the Scope of Services.

Project Timeline

Getting Started Call Week 1

Phase I

Market Research + Brand Strategy

Situation Analysis	Weeks 1 – 2
Research & Planning Audit	Weeks 1 – 2
Communication & Media Audit	Weeks 1 – 2
Community Engagement Website	Weeks 1 – 2
In-Market (Tour, Focus Groups, Interviews)	TBD
Online Community Survey & Brand Barometer	Weeks 4 – 8
Qualitative (Influencer) Perception Study	Weeks 6 – 10
Consumer Awareness + Perception Survey	Weeks 8 – 10
Competitive Positioning Review	Weeks 8 – 10
Situation Brief & Insight Development	Week 11
DNA Definition Development	Weeks 11 – 13
Research & Strategy Presentation	Week 14

Phase II

Creative

Creative Brief Development (Internal)	Week 15
Creative Workshop/Community Workshop	Week 15
Foundational Creative Development	Weeks 16 – 20
Custom Deliverable Development	Weeks 21 – 25

Phase III

Action & Implementation

Community Communication & Rollout Guidance	Weeks 26 – 30
Brand Action Ideas	Weeks 26 – 30
Final Report & Presentation	Weeks 31 – 32

Proposed Timeline

32 Weeks

Timeline is dependent upon an efficient client approval process, which requires that data and feedback from the client is received at key milestones. If the client approval and consensus process takes longer than 36 weeks, North Star will invoice any remaining contracted amount at that time and reserves the right to propose project extension fees at a blended hourly rate.



2. History of the Consultant.

History of Firm

The Burdette Agency, Inc. d/b/a North Star Place Branding + Marketing is incorporated in the State of Florida and has been in business since 2000. Led by Will Ketchum and Patrick Golden, both 20+ year place branding veterans, the North Star team is comprised of knowledgeable professionals who specialize in research, strategy, marketing, media, and creative. Each team member has the place branding expertise to play a unique role in crafting the economic development branding initiative for Buffalo Grove.

3. Description of location and facilities where work will be performed.

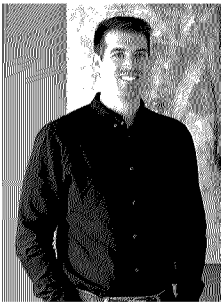
Description of Facilities

North Star Place Branding + Marketing is permanently located in Jacksonville, Florida and has an office in Nashville, Tennessee with 17 team members across both offices. Members of both offices will lead the Village of Buffalo Grove project.

SECTION IV – CAPACITY

1. Key Consultant personnel to be assigned to this project.

Sam Preston will be your Project Manager and point of contact for any questions and issues throughout the project. He will hold regular meetings with the Village of Buffalo Grove project leaders and report on a monthly basis, at minimum, outlining any significant meetings, discussions, actions, and results.



Sam Preston

Director of Project Management • Project Manager

Having lived in the west and the southeast, Sam is well traveled. Growing up in Idaho, he developed a natural wanderlust and a love of wide open spaces, viewpoints, and opportunities. His studies led him to Utah and there he caught the marketing and branding bug at some of Salt Lake City's best branding agencies. As a Floridian, Sam now enjoys a different kind of wide open space with his growing family. With nearly a dozen years of experience advising clients, Sam is known as a highly organized, steady force at the table for every project. He is a champion of the client's interests, but with a

keen eye for the brand and marketing approach that will serve them best.

Education: Utah Valley University



Patrick Golden

Executive Creative Director

With his background in history, passion for architecture, and love of a good story, Patrick loves learning about the place he hasn't been, a town off the beaten path, or the true heart of a city. Combine these qualities with his love of strategy and design, and he is ready to distill all of this into design mark, logos, straplines, and narratives that are as authentic as the places they represent. And he's got the awards to show it—dozens of Addys and an Effie for marketing effectiveness. Patrick has even painted the art on our walls and

designed our office spaces. He's a true Renaissance creative man. Being mistaken for a local is the greatest compliment you can pay Patrick. He always has a bag packed, a camera in his hand, and a sketchbook in his backpack, ready to rack-up as many miles and experiences as possible.

Education: Flagler College



Ed Barlow

Senior Vice President, Director of Strategic Planning

Ed loves a good riddle. Ever since being the fastest to find the toaster in the tree in his pediatric dentist's waiting room, he has been solving marketing and operational challenges with creative and strategic instincts. Most recently, Ed gained valuable experience on both the client and agency sides of the branding relationship as an ADDY-award-winning Director of Marketing and Communications for the parent corporation to a group of national facility services companies serving transportation, travel, aviation, retail, healthcare,

and hospitality industries. He has also worked as Senior Copywriter and Marketing Strategist for a branding design firm in Nashville specializing in persuasive content for Music Row, corporate, and nonprofit clients. His success can be traced to intense curiosity, ability to listen intently, and all those questions that lead to solving any riddle. Ed caters to North Star clients with creativity, effective communication, and customer service. His insights and instincts lead clients to a broad, inclusive approach to successful community place branding for the long-term. He has led successful community place branding initiatives for Iowa's Creative Corridor; Lima/Allen County, Ohio; Brookings, South Dakota; Jamestown, New York; Helena-West Helena, Arkansas; Downtown New Orleans, Louisiana; State of Mississippi; State of Florida; Goshen, Indiana; and Tehachapi, California.

Education: Florida State University | MA, Southern Methodist University



Roberto Muñoz

Research & Market Insights Director

Writing, marketing, research—all done with careful accuracy and quick wit: Roberto is a five-tool player for the placemaking game thanks to his endless energy and versatile skill set. After a stint at a downtown Nashville marketing agency, Roberto joined North Star as a supportive teammate with a penchant for finding the right words—and numbers—to tell a community's story in vivid detail. Whether working on business development or a research presentation, he always looks to learn about unique towns and cities nationwide and about the character and voice that sets them apart. He also puts his dual language skills to work for our many clients that have Hispanic populations. After college, Roberto returned to the Music City to spend time with family and begin a career in advertising. If he's not poring over commas and decimal points, he's likely catching a minor league ballgame in Nashville's Germantown or making a seasonal pilgrimage to Wrigley Field in Chicago.

Education: The University of Chicago



Anita Carter

Senior Vice President, Creative Services

Driven by avid curiosity—be it learning the origin of a word or phrase or everything there is to know about a place—Anita is an explorer at heart. The need to know how things work and what "makes people tick" led her to a Psychology degree with a focus in marketing. From being on the team that developed some big consumer brands like the Cadillac Escalade to overseeing an international spa skincare brand and developing place brands in her home state of Florida, the desire to know what is going on "behind the curtain" has proven a truly valuable asset. At North Star, Anita gets involved at every level digging into research to help develop sound strategic foundations and bringing those ideas to life through big ideas, expressive writing, and creative expressions. When she's not busy figuring things out, Anita is exploring the world with many of her adventures taking her to wine growing regions, a passion she shares with her husband. She's a trained massage therapist too, but she only pulls that trick out of the bag in emergencies.

Education: Florida State University



Tyler Holder

Director of Strategic Communications

While a Florida native, Tyler's career and curiosity often takes him well beyond state lines. From supporting economic development projects to managing community initiatives across the U.S. and beyond, Tyler brings a wealth of experience in public relations, content creation, and social media management to our team. Whether it's developing the positioning for a place marketing campaign or navigating complex, multi-layered local issues, his integrated mindset ensures we approach each project holistically, considering all perspectives and opportunities. As an avid and steadfast Jacksonville Jaguars fan, Tyler takes time away from the office to venture into a couple away stadiums in his teal and black each year—from New York, Houston, Nashville, Seattle, and more.

Education: University of North Florida



Taylor Mende

Creative Services Manager

No matter the project or client need, Taylor brings much more than a warm smile to the task at hand. Growing up in a small town in Western New York gave her an appreciation for learning about what makes a community unique. With media, marketing, and account service experience in agencies up and down the East Coast, Taylor understands the importance of solid client relationships. She listens and anticipates needs, then responds with psychic-level ability...It's something she learned while working in Guest Services at the ultimate destination for millions of families—Walt Disney World. When she isn't assisting clients, Taylor enjoys capturing perfect moments behind the lens of her camera and maintaining her undefeated-at-home Jeopardy! status.

Education: State University of New York College at Cortland



Chad Landenberger

Senior Art Director

Creative, witty, and a lover of puns, Chad brings enthusiasm to all projects he touches. Born in Michigan, he grew up in Arizona, Nevada, Colorado, and now calls Florida home. He brings his vast experience to North Star, leveraging his branding, illustration, and typography skills to produce outstanding, strategy-based creative for our client communities. On top of that, his passion for travel and design is a perfect amalgam for the North Star team. Outside of the office, Chad can be found attending gallery openings, musical events, and spending time with his family. When the summers are unbearably hot in Florida, he can usually be found vacationing in the mountains.

Education: University of North Florida



Sydney Gorak

Social Media/PR Coordinator

Fueled by a passion for journalism, Sydney brings creativity and excitement to developing content that brings North Star and our client's social media handles to life. Born in Maryland and spent time in Pennsylvania before settling in Florida, Sydney has a passion for discovering what makes a place a community. Sydney's copywriting, social media marketing, and brand building experience pair nicely with our integrated team. When not focusing on our client's social media efforts, you can find Sydney snapping photos or spending time on the beach.

Education: Flagler College

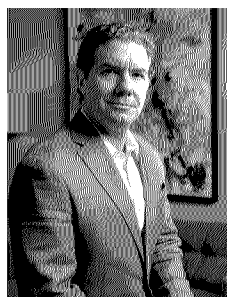


Robin Shattler

Writer/Editor

Raised in the heartland of Florida and having spent her college years on the plains of Auburn, Alabama, Robin has a soft spot for small-town America. With an education in business marketing and intercultural communication, Robin brings a love of learning and a keen eye for detail to the North Star team. Well-traveled and well-versed in all-things-marketing—including graphic design, social media, and research—she found a home in a writing and editing role where she gets to help others feel right at home in their communities. After the workday is over, Robin trades in her pencil and keyboard to read fantasy novels and Twitter trends and spends her weekends caring for her plants and cheering her sports teams on to victory.

Education: Auburn University



Will Ketchum

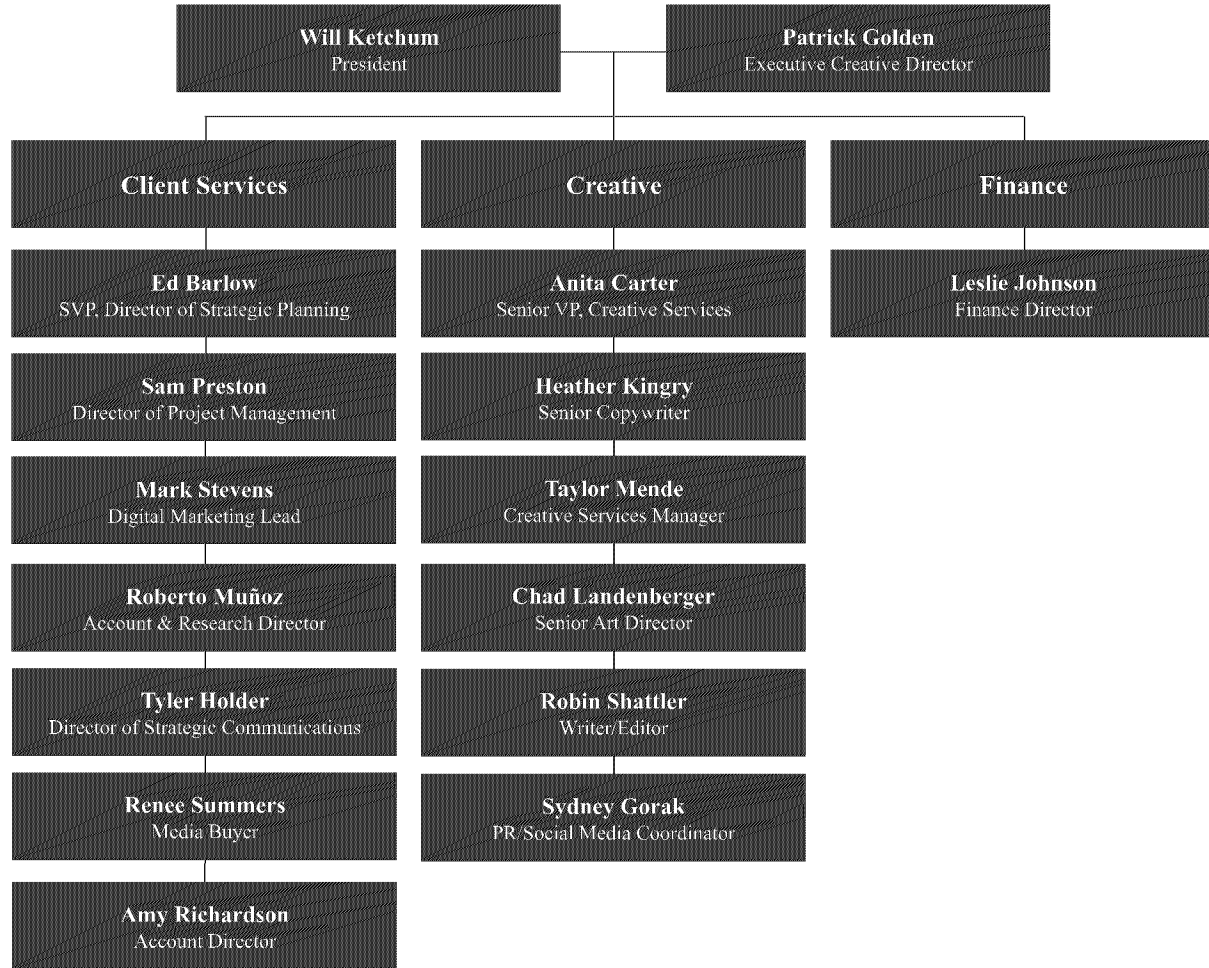
President • Leadership & Strategic Oversight

Communities are everything—spirit, pride, livelihoods, ambitions, friendships, recreation, and most of all, home. With that point of view, Will is as passionate about community and place branding as they come. From our Jacksonville office, he manages North Star operations and is always close to clients and our work. He's advised Fortune 1000 companies, major metros, and rural counties on marketing and brand strategy over his 30 years in the agency business and has a particular focus in community economic development. He has led a community-wide visioning process to create a competitive global identity for Jacksonville which involved a wide array of city leaders, stakeholder groups, and sponsors. Will has never seen a trail he didn't want to take—whether it's traveling to solve branding challenges in amazing client communities or traveling for fun with his family.

Education: Vanderbilt University | MBA, University of North Carolina at Chapel Hill

2. Organizational chart identifying disciplines, specific personnel, and the role of those who will be assigned to this project.

Organizational Chart





3. **Provide a breakdown of the Percentage of work, at each phase, that is to be completed by the Consultant and any subcontractor.**

North Star will complete 100% of the work in Phase I, 100% of the work in Phase II, and 100% of the work in Phase III.

4. **Identify portions of this project, if any, that the consultant will subcontract.**

North Star does not intend to subcontract any portion of the Buffalo Grove Brand Initiative project.



SECTION V - EXPERIENCES AND REFERENCES

- 1. Related experience. Please provide a general overview of the consultant team's related experience during the past five years.**

At North Star, we partner exclusively with municipalities, governmental entities, chambers, regions, destinations, and community organizations. For over two decades, we have helped places like Buffalo Grove express what makes them distinct in an authentic and compelling way. Our approach has proven its versatility with regard to creating meaningful, long-lived brands in the following places in just the past five years.

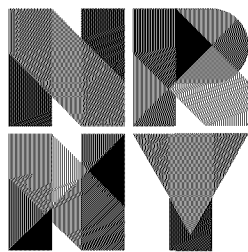
Bakersfield, CA
Clark County, NV
Downtown Maryville, TN
Downtown York, PA
Fayetteville, NC
Georgetown, TX
Indio, CA
Johnson City, TN

Kern County CA
La Vista, NE
Lake Geneva, WI
Marshall, MN
Monadnock Region, NH
Newport News, VA
Placer County, CA
Santee, CA

Sioux Falls, SD
Osceola Chamber, FL
Osceola County, FL
Union County, NC
Virginia's Blue Ridge
York County, PA

- 2. Work Samples. Please provide three to six work samples that individually and/or collectively illustrate the consultant team's expertise in the following elements.**

See our featured case studies on the following pages.



NEW ROCHELLE IDEALLY YOURS

CHALLENGE:

Despite its strategic location on the Long Island Sound, Metro North line, I-95 and just a short train ride from Manhattan, New Rochelle, New York long suffered from a lack of awareness, activity and unity, which impeded its growth opportunities. A lack of consensus existed in the community on what New Rochelle represents as well as what its growth strategy should be in order to maximize its economic opportunities. Further, the lack of downtown development fostered a perception of stagnation, blight and crime among residents and neighbors. In response, the city sought a brand DNA, identity and narrative that could help bring clarity, build unity and spark growth across its opportunity-filled community.

INSIGHTS:

Rich with talent and long serving as a magnet for independent thinkers in art and business, New Rochelle has built a legacy of originality and individual expression with historical significance. The city's park-like setting is home to three colleges of great renown – Iona, Monroe and the College of New Rochelle – as well as an urban core popular among a young demographic of entrepreneurs and artists. Healthcare is a key driver of its economy, and the area's business friendly focus sets the city up for growth.

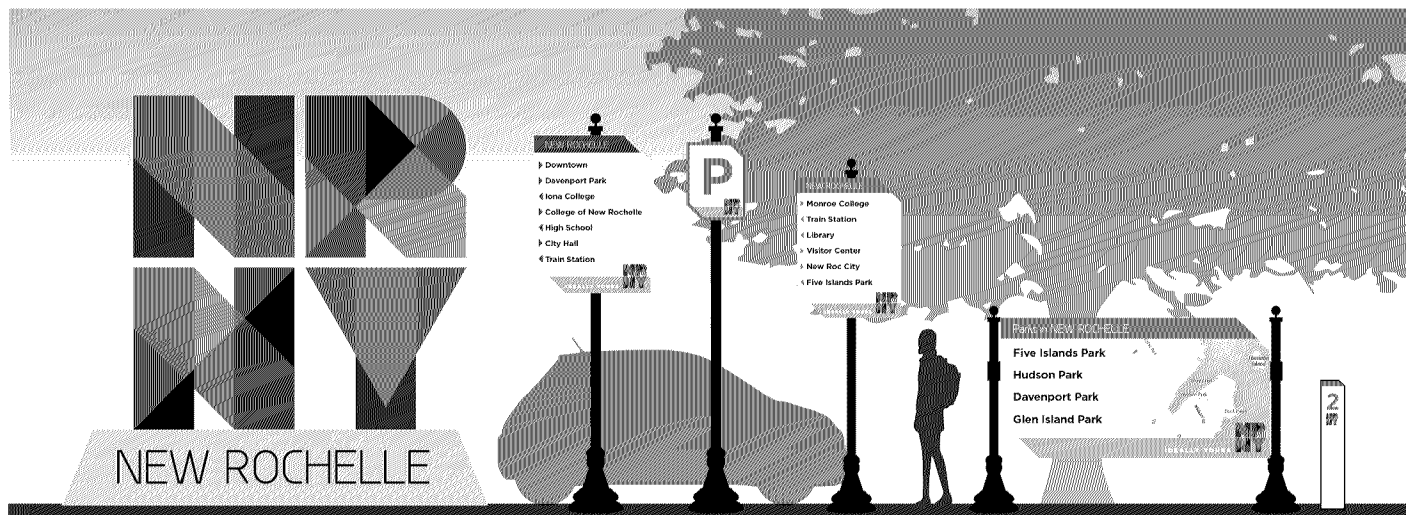
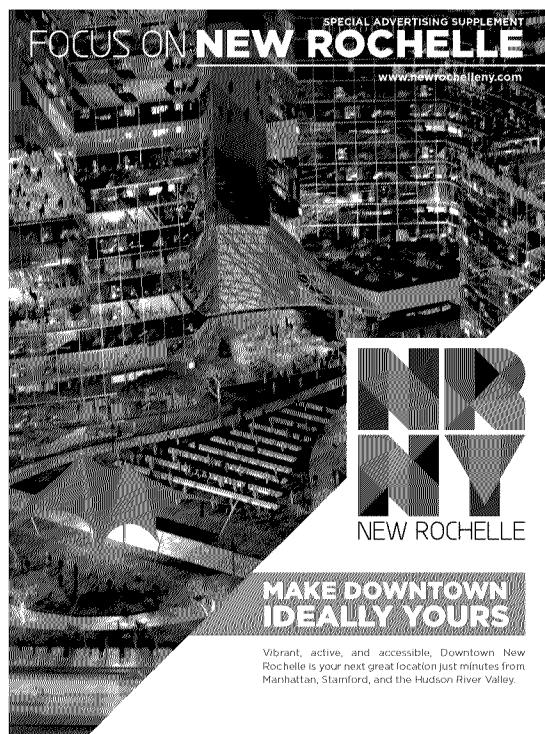
Between the downtown area's passion for creativity and culture and the potential of its waterfront, New Rochelle offers an urban experience without the undesirable chaos of its neighbors. There is an ease to life in the community.

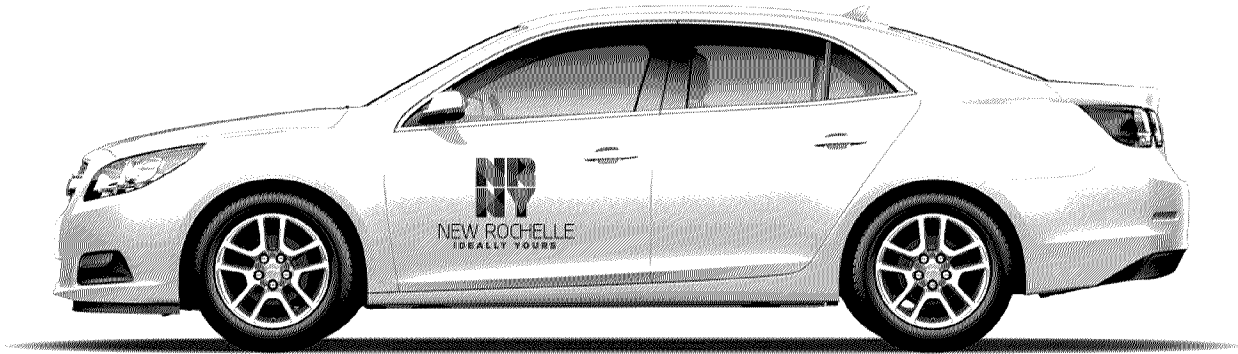
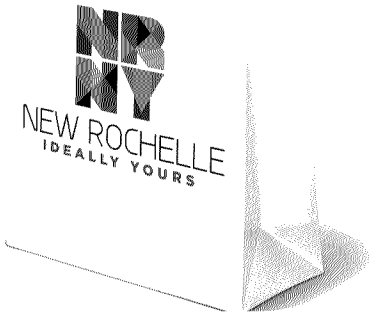
BRAND STRATEGY:

New Rochelle is a community increasing in mobility, diversity, culture, accessible housing and amenities that is ideal for young professionals and new families looking to grow with their city.

Hence the strapline, *Ideally Yours*, which stands as an open invitation to inspire people to pursue their ideals in New Rochelle. It is an exclamation about the possibilities within the city and a statement encouraging others to make the community ideally theirs as they grow together.

The logo mark is made up of a modern, transparent lockup of the "NRNY" letters (New Rochelle, New York), reflecting the broad diversity that lives in the community and an interesting mosaic demonstrating New Rochelle's many facets and cultures. The color palette reflects the natural setting in New Rochelle – from its waterfront on the Sound to the park-like canopy throughout the community. In the time following the brand's implementation, New Rochelle has seen continued momentum in downtown development with interest from residents, local employers and prospective businesses – as evidenced by recently attracting \$2.2 billion in private investment.





Attachment: 3_Village Brand Initiative Contract (O-2023-27 : Branding Consultant Contract)



CHALLENGE:

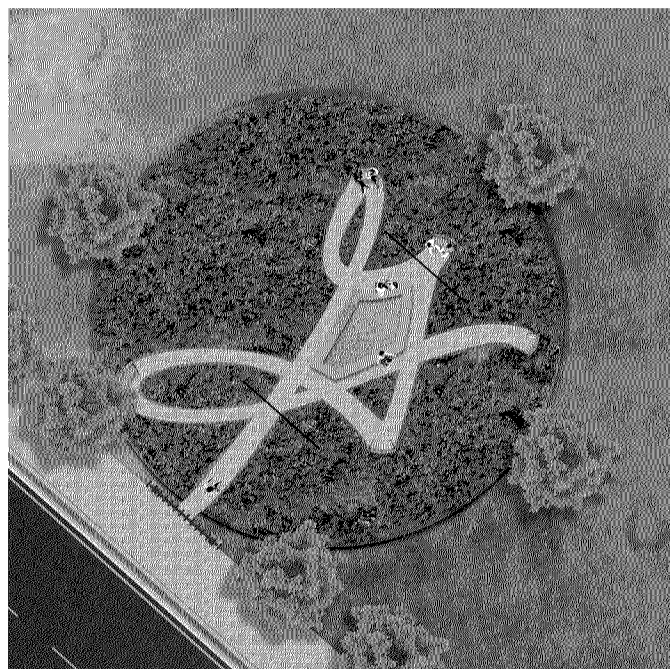
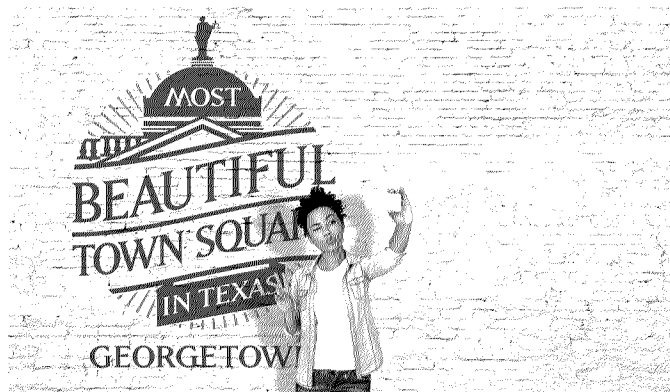
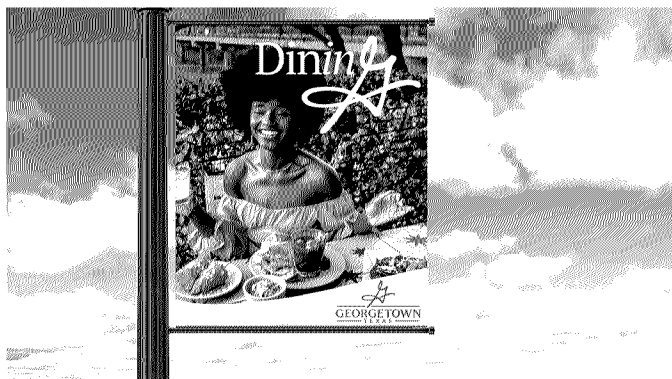
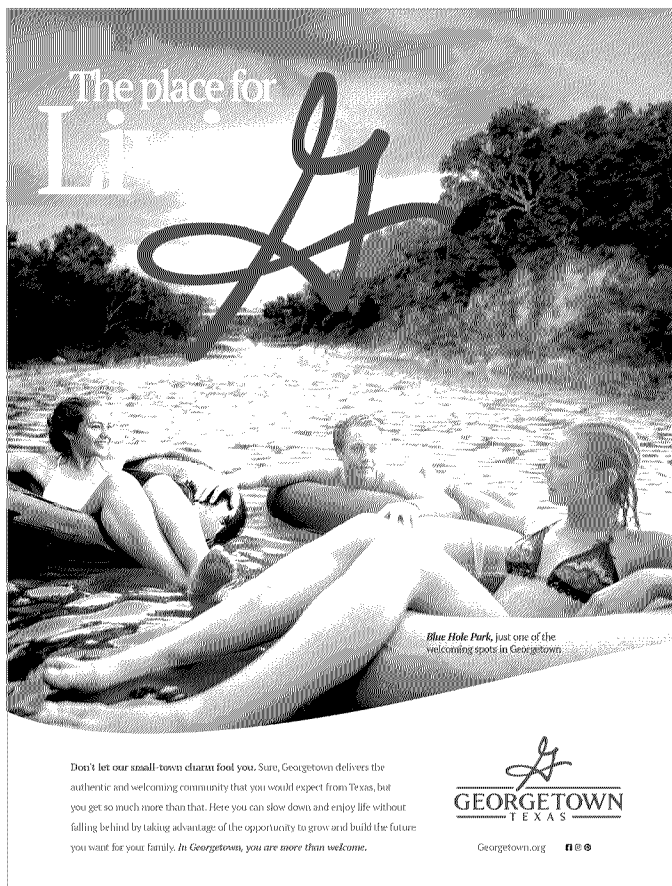
Georgetown, TX had a recognizable logo that was literally everywhere. On the sides of buildings and inlaid floors of public buildings and on signs. And. And. And. But it was hard to use. Plus the guidelines were strict. So departments and partners went rogue and asked for forgiveness instead of permission. All of this led to a lack of cohesion and identity, which clearly was not reflective of this great Texas community north of Austin. City administration wanted the mark to evolve and be indicative of the community's distinct promise but not make this about a logo or line. So how do you add meaning and relevance to something that already exists without seeming forced, arbitrary or disingenuous?

INSIGHTS:

Texas elicits certain expectations as does the Texas Hill Country. But few communities can deliver on that quintessential character while still offering ease and opportunity. Georgetown is that Central Texas community you are drawn to and hoped for. Historic yet current; convenient yet distinct; down-to-earth and forward thinking; far enough from urban complexity but close enough for urban experiences on your terms. Georgetown is celebrated for its historic and lively Downtown Square destination in Central Texas. The region is synonymous with growth, opportunity, and active lifestyles. Georgetown delivers those in a more comfortable, manageable setting than others. A strong sense of community attracts many to Georgetown from lifetime residents to newcomers.

BRAND STRATEGY:

So that classic logo made sense, but we needed to move it forward. The meaning and relevance were there. It just had to be told in context. So Georgetown retained its classic monogram logo; we just gave it a modern haircut and color. The creative process revealed a Texas cowboy hat in the monogram that had always been there. The logo helps deliver on the promise of the Texas town you hoped for with all of the lifestyle and opportunity you want moving forward. The serif fonts provide a sense of stability and history while the unique letter forms lend an air of friendliness. The all lowercase and italic strapline is welcoming and echoes the forward motion of the script "G", creating a cohesive and attractive lockup. **More than welcome** is a big Texas welcome to the quintessential Hill Country community. The common phrase is easy to remember but with many positive associations. It strongly delivers the sense of belonging and opportunity available to everyone in Georgetown, and it provides a great opportunity to showcase Georgetown's many superlatives. The line is also a strong invitation for businesses and visitors. While the previous palette was limiting, the expanded colors are built around a new, more vibrant shade of red as Georgetown's signature, a way to include the beloved red poppy without using a flower image. Secondary tones reflect the natural, scenic beauty of the place and the welcoming, approachable nature of her people. The selection of vibrant and more muted tones provide the flexibility to create department logos and other extensions with a level of distinction if desired.



INDIO

take center stage

CHALLENGE:

You're the first. You're the largest. You're known around the world for music and art. But people don't even know where they are when they visit Indio – whether for the Coachella Valley Music and Arts Festival or Stagecoach Country Music Festival or tamales or golf or dates. How can you take an accurate nickname and make that meaningful, relevant and (most importantly) memorable for all aspects of the community, including economic development, all year long? And how can you do that for a city with a decentralized message and individual departments used to doing their own thing?

INSIGHTS:

Indio is the largest and most authentic center of the Coachella Valley, and it has served as a gathering point for cultures, commerce and creativity for centuries. It invites the world to infinite cultural exchange with signature events and a diversifying economy. A place of opportunity built on agrarian traditions with an energetic, youthful eye towards the future, Indio demonstrates an impressive scale of opportunity in the Valley amidst the beautiful desert landscape. Now, it has an opportunity to leverage its most well-known advantage (City of Festivals) to communicate the breadth and depth of how people, with their interests, their talents and their businesses, can step into the spotlight to garner the respect and regard they deserve in Indio, the Valley, and beyond.

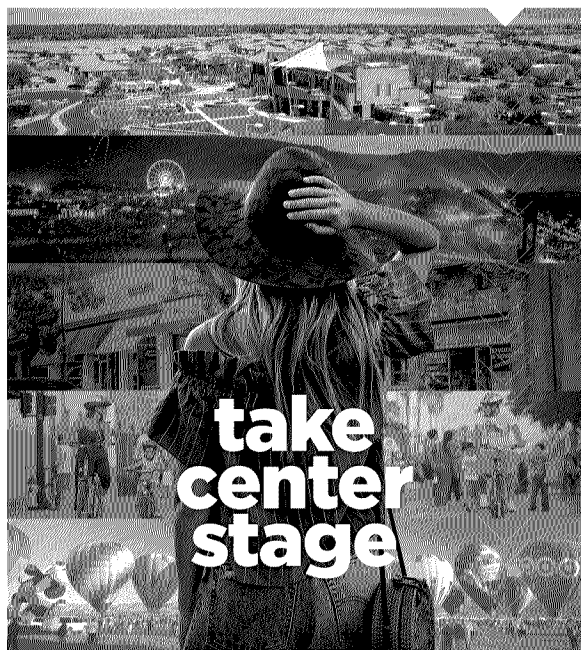
BRAND STRATEGY:

Indio needed to lean into its defining descriptor but tell a broader story. Invite people to step into their spotlight. To enjoy their second act. Or upstage everything. North Star advised celebrating the gathering place for cultural exchange with leisure, commerce and community engagement. So Indio added meaning to the City of Festivals with an imperative and an invitation for people to **TAKE CENTER STAGE**. It compels the audience to act. The line places you at the center of the Valley. It connects to the nickname but goes beyond that to all the opportunity available in Indio. Businesses and entrepreneurs can know their enterprise will be important in Indio.

Indio also deserved a new mark that reflected its legacy and exciting future. The result has a festive and welcoming feeling that matches the personality of the diverse community. It demonstrates Indio's position as a place in the desert for respite, entertainment and cultural exchange. The unique letter shapes tie to festivals and celebrations with their notched edges calling to mind tickets or streamers, while the strong lines tie to Indio's agricultural roots. The vibrant, festive color palette combines colors from the rich, natural environment into a hardworking, broad palette. Other visuals in Indio's toolkit place the viewer in the same place as the human subject in the visual who is **TAKING CENTER STAGE**. The strong horizontal images give the background a monumental scope – taking advantage of Indio's great natural vistas and exciting atmosphere. The use of strong brand colors unites the many images and allows each to feel unique while at the same time banding them together as a whole experience. This helps portray the multifaceted uniqueness of Indio. The subtle triangular indicator helps point the visual attention to the Indio logo, indicating that this is the place where you **TAKE CENTER STAGE**.

INDIO

take center stage

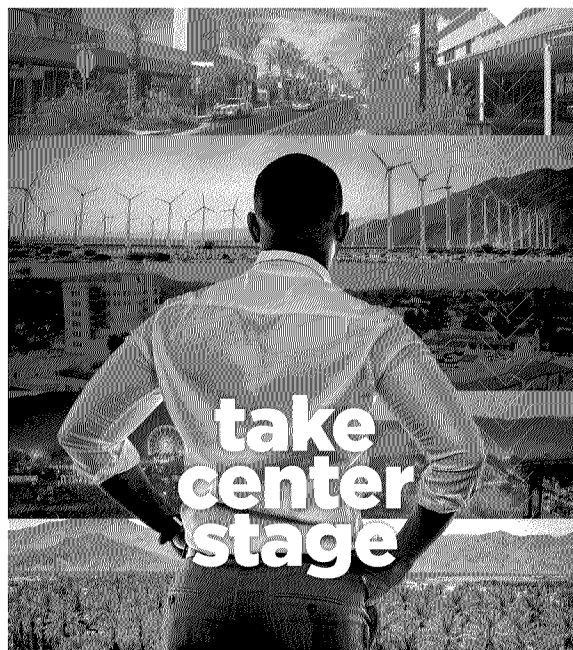


In the City of Festivals, we put the spotlight on you.

Donec eget wifend augue. Praesent suscipit, vitae suscipit laculis, eros ante rhencus nulla, sed scelerisque massa lacus. Ut nisi. Phasellus malesuada inaximus leo, ac commodo est. Nunc porttitor metus ac congue fringilla. Ut feugiat quis, vestibulum in diam.

www.indio.org   

INDIO
california



In the City of Festivals, we put the spotlight on your business.

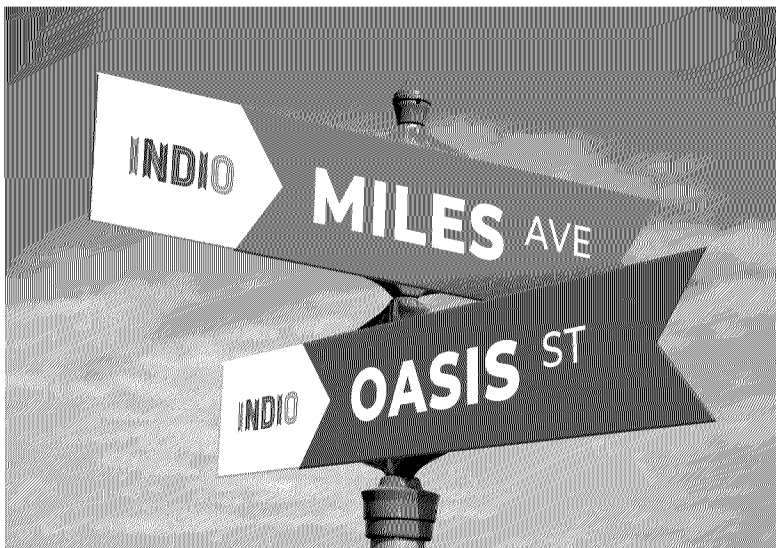
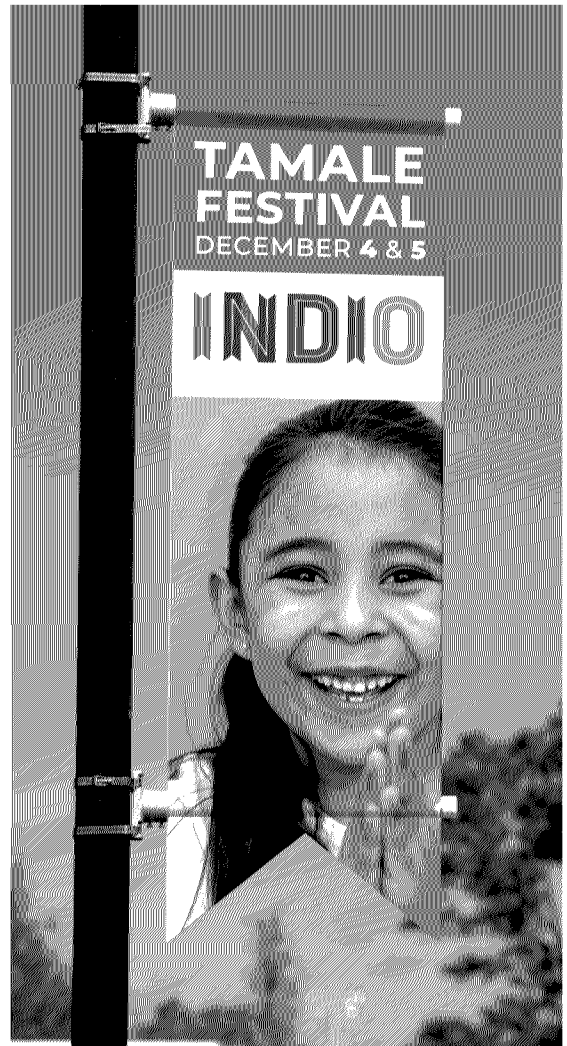
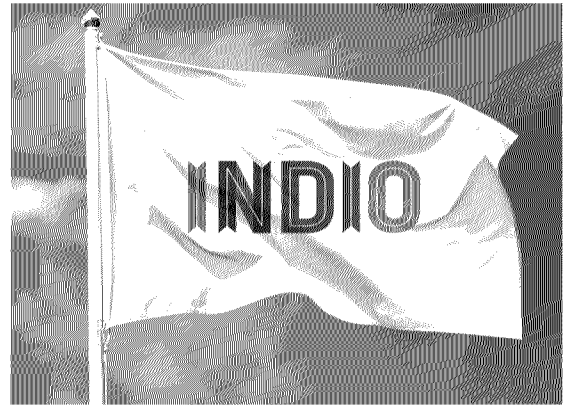
Donec eget wifend augue. Praesent suscipit, vitae suscipit laculis, eros ante rhencus nulla, sed scelerisque massa lacus. Ut nisi. Phasellus malesuada maximus leo, ac commodo est. Nunc porttitor metus ac congue fringilla. Ut feugiat quis, vestibulum in diam.

www.indio.org   

INDIO
california

INDIO

take center stage



INDIO

take center stage

INDIO
water authority

INDIO  ECONOMIC
DEVELOPMENT

INDIO
public works

INDIO
teen center

INDIO
sustainability

INDIO
senior center



CHALLENGE:

Santee has spent decades surprising newcomers that ventured its way. But many in San Diego County were still completely unaware or just thought of it as the far East as in way inland, way far away, Santee found that old perceptions and expectations live long when inland communities only face inward. But talk to many newcomers to Santee over the last few decades and you will hear pride knowing that they got in on the secret here. Their message to others (with a subtle poke at their previous communities along the oceanfront) is that you don't just coast in Santee, you thrive.

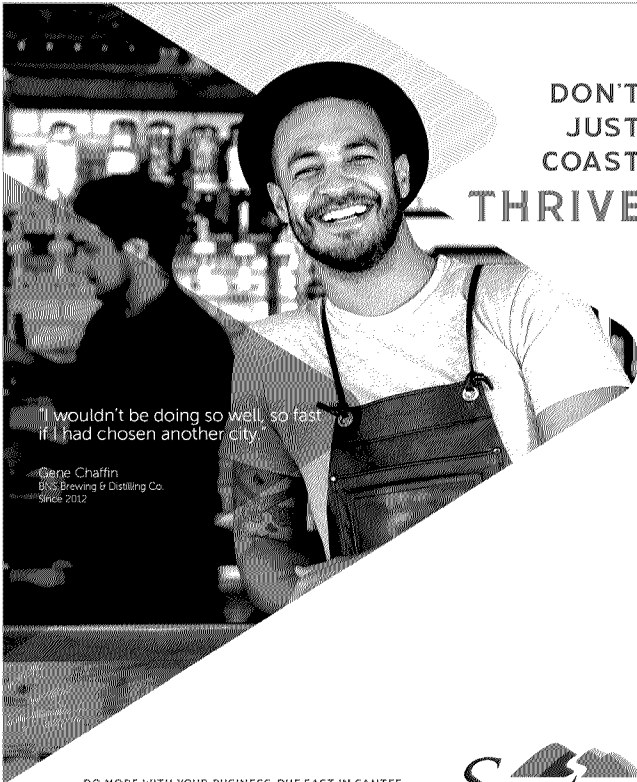
INSIGHTS:

Some described it as a 20-minute city meaning you can be almost anywhere in 20 minutes (unless at the peak of San Diego rush hour). The beach, downtown, the desert, the mountains, you name it. So not that far really. What Santee has done quietly on its side of the county is create a close-knit, welcoming community where people can engage with their neighbors. The ability to connect with family, friends and neighbors without sacrificing economic or leisure opportunities makes the affordable, scenic location attractive.

BRAND STRATEGY:

North Star recommended focusing on young professionals and families with active lifestyles seeking a sense of community and belonging without giving up the best of Southern California and the freedom to chase their aspirations. The community's 40th anniversary provided a great vehicle for reaching those along the coast and throughout Southern California.

Creative tools needed to identify, invite and introduce Santee to people who thought East County meant almost Arizona, which was a lot for creative elements to do effectively and succinctly. The logo successfully communicates forward momentum, personality, a welcoming nature, and the scenic inland experience. The "Do More. Due East." line is memorable with consonance and rhythmic sounds. It tells audiences that there is a lot more in Santee than they may know and broadly challenges the low expectations some have of East County communities. The tone tells audiences they can do more with their families and their finances here, connecting access with affordability.

DON'T
JUST
COAST
THRIVE

"I wouldn't be doing so well, so fast
if I had chosen another city."

Gene Chaffin
BNC Brewing & Distilling Co.
Since 2012

DO MORE WITH YOUR BUSINESS. DUE EAST IN SANTEE.

LOREM IPSUM DOLOR SIT AMET, CONSECTETUR ADIPISCING ELIT, SED
ALIAM ERAT VOLUTPAT. UT WIS ENIM AD MINIM VENIAM, QUIS NOB
RUD EXERCI TATION ULLAMCORPER SUSCIPIT LOBORTIS NISI UT ALIQUI.



cityofsanteeca.gov |  



DON'T
JUST
COAST
THRIVE

"This is more than the place I live,
this is where my family has grown."

Diahann Abbott
4 Year Santee Resident

DO MORE WITH YOUR FAMILY. DUE EAST IN SANTEE.

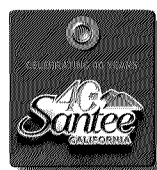
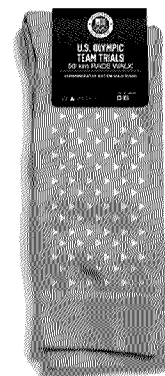
LOREM IPSUM DOLOR SIT AMET, CONSECTETUR ADIPISCING ELIT, SED
ALIAM ERAT VOLUTPAT. UT WIS ENIM AD MINIM VENIAM, QUIS NOB
RUD EXERCI TATION ULLAMCORPER SUSCIPIT LOBORTIS NISI UT ALIQUI.



cityofsanteeca.gov |  



Santee
DO MORE ► DUE EAST





CHALLENGE:

What's a community to do when common descriptors are overshadowed and overlooked? Such was the dilemma for La Vista, Nebraska: Overshadowed by its older, slightly larger neighbor Papillion, which takes top billing for shared assets like the school district. And overlooked by an even larger neighbor to the north, Omaha. How can this town used to second thoughts get folks to take a first or fresh look? Should be easy when your name literally means "view." Right?

INSIGHT:

La Vista enjoys a comfortable setting as the newest city in the middle of the state's fastest growing region. The location serves as a calm, family friendly oasis in a crowded metro with easy access to the best of that region. It boasts a forward-thinking perspective unlike some neighbors, which ensures an unlikely balance of outsized economic opportunity and enviable small town sense of community.

BRAND STRATEGY:

North Star recommended pursuing folks who want to be in the middle of opportunity and activity while enjoying a strong sense of community. La Vista appeals to those who celebrate small gestures and innovate with big ideas. It stands out as a place not chasing trends but truths in its decision making, which gives residents and businesses the confidence to succeed.

For a community whose name means view, creative elements should elevate that device both in tone and visuals. Brand tools should encourage audiences to change their perspective on La Vista while giving them a place to improve their own future. The design mark is both a stylized monogram "LV" and a take on framing a view with your hands or fingers like a photographer might demonstrate. The line plays on the name and can be interpreted as either "a place from which to view something" or "a way of thinking." It underscores the message that La Vista is in "the middle of it all," from where you can see (access) everything.

LA VISTA

IMPROVE YOUR POINT OF VIEW.

PUT LIFE IN PERSPECTIVE

WORTH DOING AND SO MUCH TO SEE, YOU'LL ALWAYS HAVE SOMETHING GREAT IN YOUR SIGHTS IN LA VISTA.

LOREM IPSUM DOLOR SIT AMET, CONSECTETUR ADIPISCING ELIT, IDIDUNT UT LABORE ET DOLORE MAGNA ALIQUA. UT ENIM AN ODIGENDIPSUM QUE VENIS ANDUCIDIS MODI UT ET, VENDITIA QUE NON REIUS VOLORUM.

LA VISTA
IMPROVE YOUR POINT OF VIEW.

www.cityoflavista.org | [f](#) [t](#) [@](#)

PUT OPPORTUNITY IN PERSPECTIVE

SMART GROWTH, ABUNDANT OPPORTUNITIES, AND REAL COMMUNITY CHARM MAKE LA VISTA THE PERFECT PLACE TO LAUNCH YOUR BIG DREAM.

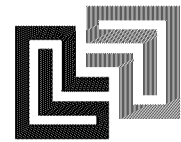
LOREM IPSUM DOLOR SIT AMET, CONSECTETUR ADIPISCING ELIT, IDIDUNT UT LABORE ET DOLORE MAGNA ALIQUA. UT ENIM AN ODIGENDIPSUM QUE VENIS ANDUCIDIS MODI UT ET, VENDITIA QUE NON REIUS VOLORUM.

LA VISTA
IMPROVE YOUR POINT OF VIEW.

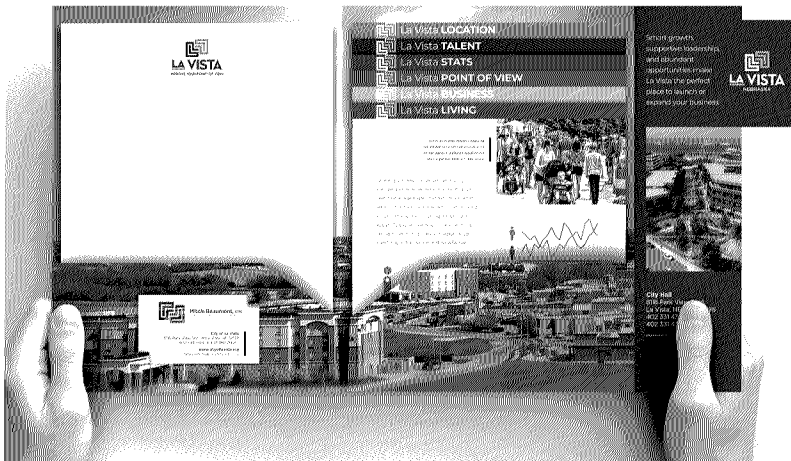
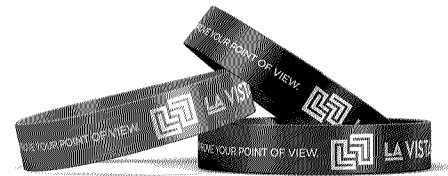
www.cityoflavista.org | [f](#) [t](#) [@](#)

POTTY TRAINED AND READY
FOR A **NEW POINT OF VIEW**
AS WELL AS SOME TREATS.
ADOPT ME.

**LA VISTA POLICE
K9 FOR A DAY**



LA VISTA
IMPROVE YOUR POINT OF VIEW.





Attachment: 3_Village Brand Initiative Contract (O-2023-27 : Branding Consultant Contract)

3. References. Please provide five references of similar scope work. When possible, please utilize references that are associated with the work samples discussed above.



New Rochelle, NY

Ms. Kathy Gilwit

Communications and Marketing Manager

City of New Rochelle

914.654.2117

kgilwit@newrochelleny.com

Project Scope: Full BrandPrint

Contract Value: \$68,000



Georgetown, TX

Ms. Aly Van Dyke

Communications and Public Engagement Director

City of Georgetown

512.630.6210

aly.vandyke@georgetown.org

Project Scope: Research, Creative Redevelopment, Action

Contract Value: \$40,000



Indio, CA

Mr. Bryan Montgomery

City Manager

City of Indio

760.391.4015

bmontgomery@indio.org

Project Scope: Full BrandPrint

Contract Value: \$74,500



Santee, CA

Ms. Marlene Best

City Manager

City of Santee

619.258.4100 ext. 295

mbest@cityofsanteeca.gov

Project Scope: Full BrandPrint

Contract Value: \$80,000



Lake Bluff, IL

Mr. Drew Irvin

Village Administrator

Village of Lake Bluff

847.234.0774

dirvin@lakebluff.org

Project Scope: Full BrandPrint

Contract Value: \$65,000



2. List of current affiliations, accreditations or awards that indicate a high level of service is provided to clients of the firm.

Recognition & Accolades

North Star is a member of 3CMA (City-County Communications & Marketing Association) and has been awarded multiple times with its "Brand of the Year" Savvy Award, as well as won dozens of ADDY and Clio Awards.

North Star's work has been recognized by major publications like Reader's Digest and American City & County for their community branding project in Gallatin, TN. Reader's Digest also deemed Gallatin its Nicest Place in America for 2017.

North Star has served as a keynote speaker, panel moderator, session leader, and break-out facilitator for local government audiences at national, regional and local conferences over the years.

National Speaking Engagements

3CMA Annual Conference
 American Advertising Federation 100th Anniversary Host
 American Advertising Federation Annual Conference Host
 American Chamber of Commerce Executives Annual Meeting
 Alliance for Innovation Branding Webcast
 American Marketing Association
 International City/County Management Association (ICMA) Annual Conference
 National League of Cities (NLC) Leadership Training Institute
 Travel & Tourism Research Association Conference
 National Rural Economic Developers Association Annual Conference

Regional Speaking Engagements

3CMA Regional Conference
 Southeastern Tourism Society's Annual Meeting
 Southeastern Tourism Society's Marketing College

State & Local Speaking Engagements

Alabama Tourism Partnership Governor's Conference
 California Association for Local Economic Development Annual Conference
 California League of Cities Annual Conference and Expo
 Florida City/County Management Association Annual Meeting
 Georgia Governor's Conference on Tourism
 Georgia Downtown Association Conference
 Georgia City-County Management Association Annual Conference
 Illinois Municipal League Annual Conference
 Illinois City Management Association Annual Meeting
 Kenai Peninsula Tourism Marketing Conference
 Michigan Downtown Association Annual Conference
 Mississippi Governor's Conference on Tourism
 Municipal Management Association of Northern California
 Pennsylvania Association of Convention & Visitors Bureau Annual Meeting
 South Carolina Governor's Conference
 Southeast Texas City Manager Association Annual Meeting
 Tennessee Governors Conference for Economic & Community Development

ATTACHED ADDENDUM

VILLAGE OF
BUFFALO GROVE

Finance Department
Fifty Raupp Blvd.
Buffalo Grove, IL 60089-2198
Phone 847-459-2500
Fax 847-459-7906

Village Brand Initiative Addendum #1

TO: Prospective Respondents and Other Interested Parties

FROM: Village of Buffalo Grove Finance Department

ISSUE DATE: December 13, 2022

SUBJECT: ADDENDUM #1

Note: This Addendum is hereby declared a part of the original RFP documents and in case of conflict, the provisions in the following Addendum shall govern.

The following changes and clarifications shall be made to the RFP Documents for the Village Brand Initiative project.

Q1: Whether companies from Outside USA can apply for this?

A1: No.

Q2: Whether we need to come over there for meetings?

A2: The Villages expectation is there should be a blend of in person and virtual meetings. If your process only includes virtual meetings, please state that explicitly.

Q3: Can we submit the proposals via email?

A3: No, please following the directions given in the RFP.

Q4: While we see that the Village Board will need to approve the contract award on Feb. 21, has the board already discussed it and has a majority approved the concept of branding the Village?

A4: Yes, Village staff has discussed the concept and anticipated timeline for this initiative, and the board was supportive of the proposal.

Q5: Is there a not-to-exceed budget for this project that we should be aware of?

A5: No.

Q6: We see there is very specific language about stages, activities, and some exact meeting dates, all leading to project completion by Q4 2023. Would you be open to learning more about our process, suggested phasing, and key meeting milestones within our proposal before locking on these? We believe we will be able to achieve the very same outcomes in a highly collaborative fashion but can bring to bear the benefit of our

**VILLAGE OF
BUFFALO GROVE**



experience with community branding process (i.e. community engagement, resident inclusiveness, research, consensus building, etc.) for your consideration.

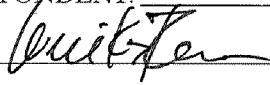
A6: Yes, those stages are not set in stone. They were included as a way to try to break up the project into phases that can be invoiced upon completion. That being said, we are flexible and open to whatever process your company uses to garner successful outcomes, and we can restructure those phases if needed.

Q7: Although Phase I of the project is titled "Research/Kick-off," the expectations for the research portion are not stated in detail. Our branding process includes a fully encompassing research process with focus groups, depth interviews, quantitative surveys and more. Is this depth and array of research steps something we may propose to the Village?

A7: Yes and encouraged.

PROSPECTIVE RESPONDENTS ARE TO ACKNOWLEDGE RECEIPT OF
ADDENDUM #1. PLEASE INCLUDE AND NOTE THIS ADDENDUM IN YOUR
RESPONSE.

RESPONDENT: Will Ketchum

SIGNED:  DATE: 12/29/22

TITLE : President



NORTHSTARIDEAS.COM

**Exhibit B.
Schedule of Prices**

Attachment: 3_Village Brand Initiative Contract (O-2023-27 : Branding Consultant Contract)

SCHEDULE OF PRICES

Village Brand Initiative

TO: THE VILLAGE OF BUFFALO GROVE, ILLINOIS

FULL NAME OF CONSULTANT: The Burdette Agency, Inc. dba North Star Place Branding + Marketing

MAIN BUSINESS ADDRESS: 1023 Kings Ave., Jacksonville, FL 32207

PLACE OF BUSINESS: Jacksonville, FL

The undersigned, declares that it has carefully examined the proposed work, the Contract Documents, and all other documents referred to or mentioned in the Contract Documents and it proposes and agrees, if this Proposal is accepted, that it will contract with the Village, in the form of the Contract attached, to complete the Work titled "Village Brand Initiative", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

SCHEDULE OF PRICES

Phase I – Research/Kick off	
A	Cost \$ 33,000
Phase II – Branding Process	
B	Cost \$ 33,000
Phase III – Brand Deliverables	
C	Cost \$ 32,000

Total Cost, Add Items A+B+C \$ 98,000

Written amount of Total Cost Ninety Eight Thousand Dollars and 0/100

Attachment: 3_Village Brand Initiative Contract (O-2023-27 : Branding Consultant Contract)

SCHEDULE OF PRICES

COST BREAKDOWN

Scope	Percentage of Work	Cost
<u>A. Phase I.</u>		
Site Visit and FAM Tour	21%	\$7,000
Community Engagement	21%	\$7,000
Quantitative & Qualitative Research	45%	\$14,750
Research & Strategy Presentation	13%	\$4,250
Subtotal	100%	\$33,000
<u>B. Phase II.</u>		
Creative Committee Workshop & Regular Meetings	16%	\$5,250
Community Creative Workshop	9%	\$3,000
Creative Brand Development	55%	\$18,250
Key Messaging & Brand Narrative	20%	\$6,500
Subtotal	100%	\$33,000
<u>C. Phase III.</u>		
Creative Deliverables & Applications	41%	\$13,000
Brand Standards Guide	15%	\$4,750
Brand Action Ideas & Rollout Guidance	25%	\$8,250
Final Report & File Transfer	19%	\$6,000
Subtotal	100%	\$32,000
TOTAL COST		\$98,000

* Please recall as noted in our Q+A submission that our proposed order of milestones and deliverables is different than the Village's RFP order and was left open for further discussion.

Design Guidelines (Optional) \$ _____ Included in Phase III Brand Standards Guide

Additional 1-hour virtual / in person meetings outside base services \$ 195/hr _____

An original digital or scanned copy of the Schedule of Prices in PDF format consisting of pages 7-8. File shall be submitted as a separate file from the proposal and named as follows:

VoBG-2022-29 Schedule of Prices for Village Brand Initiative

2/7/23 _____

Date

will@northstarideas.com _____

E-mail

(904) 645-3160 x 1006 _____

Phone Number

 _____
Signature

Will Ketchum _____

Printed Name

President _____

Title

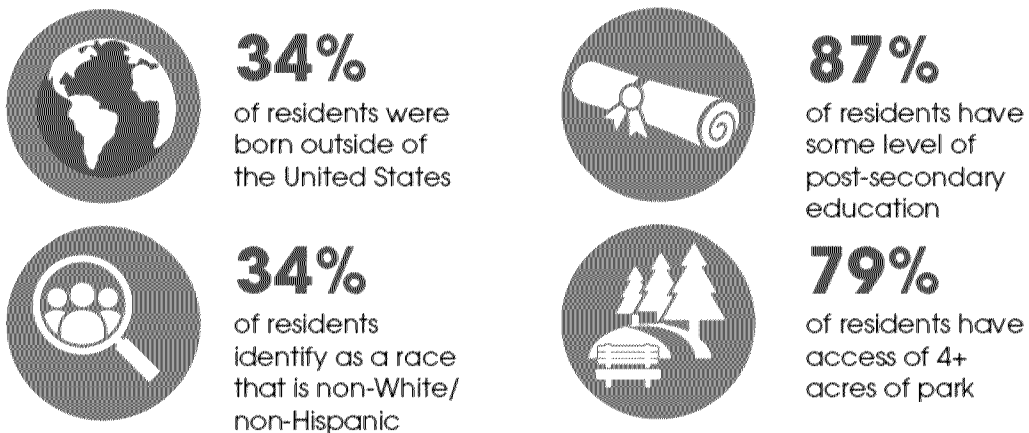
APPENDIX B

A CLOSER LOOK AT BUFFALO GROVE

A closer look at Buffalo Grove



BG by the numbers

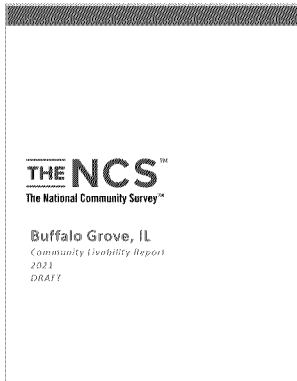


According to Chicago Metropolitan Agency for Planning's July 2022 Release of Community Data Snapshot.

APPENDIX C

VILLAGE REPORTS AND LONG-TERM PLANS

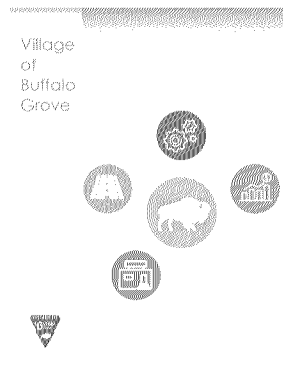
Community Livability Report (2021)



The National Community Survey™'s Community Livability Report analyzed the opinions of a representative sample of 248 residents of the Village of Buffalo Grove in 2021 and found:

- Buffalo Grove to be a desirable place to live, and residents feel strongly about inclusion.
- Community members see some improvements in the economy, yet also see it as an area of opportunity.
- Mobility services are appreciated.
- Residents feel safe in their community.

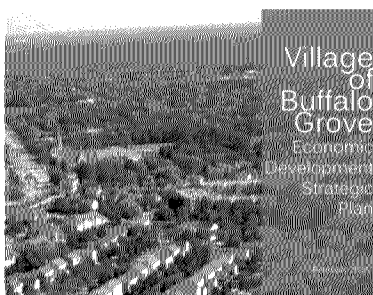
[View the report.](#)



2018-2023 Strategic Plan (2017)

The 2018-2023 Strategic Plan, adopted in December of 2017, is comprised of five overarching strategic planning priorities based on feedback received from employees, senior staff, and the Village Board. These priorities direct the development of the annual budget and guide the Village's work throughout program areas.

[View the plan.](#)



Economic Development Strategic Plan (2016)

The Village of Buffalo Grove Economic Development Strategic Plan identifies how the Village can optimize its role to achieve long-term economic growth and serves as a platform to leverage funding, partnerships and programs with our private, public and non-profit partners.

[View the plan.](#)



EXECUTIVE SUMMARY

Executive Summary must include a brief overview of the key elements of your proposal. Please highlight any features or areas that differentiate your services and products from competitors and any specializations in solutions for local governments.

Summary

North Star's branding process is designed to unearth knowledge and perceptions about the Village of Buffalo Grove, and then turn them into a brand identity befitting your people, your history, and your environment. From beginning to end, we aim to make the process collaborative, accessible, and inclusive because great community brands are not created in isolation.

Our philosophy is simple: ***Your brand should connect the soul of your community to the heart of your consumers.*** The BrandPrint process we use to realize that philosophy is much more complex, as it has been refined and perfected over the past 22 years through partnerships with over 300 communities in 46 states.

We begin our approach with thorough research that adapts to your schedule and community: we meet your residents, partners, and neighbors where and when they are available — whether that's online or in-person and as conditions allow — in hopes of hearing from the most diverse group possible. Importantly, each research study builds on the previous one, meaning that we react to information with more pointed questions as the process continues. In this way, we narrow our insights to arrive at a meaningful brand strategy, your DNA Statement, which guides the creative development and rollout of the brand and can serve as a touchpoint for future growth initiatives.

Our creative process builds in much the same way. Together with a committee that you select, we develop messaging and graphic designs step-by-step until we arrive at a comprehensive brand identity that feels exciting to you, your partners, and your audiences. With those foundational tools in hand, we then provide our best advice as far as introducing your new brand and using it to make immediate and long-term impact in your community with our recommended action plans.

Using our approach, we will be able to discover Buffalo Grove's optimum positioning, the best use of resources to leverage your equity in a brand, and the ideal creative messages to help achieve your goals. We will also provide guidance for you to coordinate and deploy the brand across the community and among your departments.

Experience: The Advantage of a Full-Service Place Marketing Specialist

Over the last two decades, North Star has partnered with over 300 communities coast to coast, helping them become more competitive. Bottom line...communities are our passion, and we've got the success stories to prove that passion. North Star frequently works alongside local governments, as well as destination marketing organizations and economic development agencies, and we rely on our partnership with local government staff to help us define the brand creation process. We're closely familiar with Illinois through projects in **Aurora, Carbondale, Des Plaines, Godfrey, Highland Park, Lake Bluff, Quincy**, and many others. Nationally, North Star has



collaborated on high-level initiatives with the states of Florida and Mississippi, with well-known cities such as Providence, Rhode Island and Newark, New Jersey, and with smaller communities like Marshall, Minnesota and Petersburg, Alaska. All that varied expertise is important for Buffalo Grove because you want a firm with the chops, credentials, and gravitas to manage your project.

Our portfolio of work and record of problem-solving prove that we do not offer a stock solution. The advantage of our specialization is that our process—which a generalist agency cannot replicate—helps us obtain precisely the right insights to develop the unique community brand identity you need to influence your audiences, build community pride, and create consistency among your departments. Rare in the place branding consulting industry, North Star is also a full-service agency that can help Buffalo Grove market well beyond the research, strategy, and brand creation stages.

Process: How Strategy Drives Your Brand and Unites Your Community

Our process combines a proven approach with customized creativity and out-of-the-box thinking specific to Buffalo Grove's situation. It begins with detailed research and expert-driven strategy development. Then it builds vivid brands in the real world through award-winning visual identity design and an action plan implementable by your team (or with our assistance as needed) within your budget and timeline.

Research and strategy will be paramount to reaching consensus concerning the direction of the brand well before any decisions about creative elements and activation are made. We find that the strongest connections between a community and its brand are made when everyone understands and supports the ideas that underlie the eventual logo and tagline. Thus, our process and guidance is centered first on creating understanding and buy-in to a DNA and strategic platform. This critical, foundational asset will outlive any campaign because it is the underlying truth and driving force of your community. With consensus on it, the creative decisions that follow will be relatively simple for your committee. Time and time again, we have learned that **strategy unites and inspires partner compliance and ultimately changes behavior.**



SECTION II – PROJECT

1. A detailed description of the consultant’s approach to this project, as described in the Scope of Services.

- a. Discuss how the approach would achieve the goals and objectives outlined in the Scope of Services.

Philosophy & Approach

North Star’s only business focus is place branding and marketing. As such, we have developed a very strong philosophy on community branding and marketing in our two decades of experience.

North Star will not “create” the brand for Buffalo Grove. It already exists in the very DNA of your community. Rather, we will uncover your brand and bring it to life in ways that have meaning for your target audiences—residents, investors, businesses, talent, and Village employees. Through our research, we may discover additional target audiences to pursue.

Uncovering Buffalo Grove’s unique DNA is essential to the success of all the marketing and community-building efforts that follow. Just as an individual’s DNA determines everything from how that person looks to how that person acts (as well as their health and vibrancy), your DNA should be the foundational touchstone for everything in your community from marketing to infrastructure to policy. As such, the heart of any truly impactful brand is a research-driven and authentic DNA Definition.

Once identified, this DNA Definition can drive consistent and powerful communications, focus brand development, shape experiences, impact your environment, and more. Because this DNA is central to the Buffalo Grove community, it has the capacity to drive the brands for all of your Village departments, investors, initiatives, and campaigns.

Buffalo Grove’s DNA Definition will be derived from an extensive research process and will be used to guide and inspire the Creative process, including formation of logos, brand guidelines, and deliverables.

- b. Provide a work plan that incorporates the expected stages, deliverables and activities. Include a discussion regarding work collaboration with Village Staff in order to achieve expectations.

Phase 1: Market Research & Brand Strategy

Stakeholder Education

One of the most valuable skills North Star brings to the branding table is an understanding of how to best navigate the political waters that surround a project. We know when projects can derail, how to maneuver difficult political situations, and whom to include in the process. With this in mind, we have developed strategies for sidestepping potential problems and keeping your branding initiative on course.



Inclusiveness and early understanding are critical to the smooth implementation of a community brand. Educating your residents, businesses, and stakeholders on the purpose, process, and possibility of a brand early is the first step in achieving buy-in from these important audiences. Specific attention must be given to your Steering Committee to ensure that the leaders of this initiative share a vision for the purpose, desired outcomes, and accomplishments of this project. North Star has created an array of educational tools designed to increase understanding of and support for the Buffalo Grove branding initiative. To that end, we provide:

Educational Presentation: Live PowerPoint presentation (during the in-market trip) to your Steering Committee and/or stakeholders groups (determined and assembled by you) for purposes of educating and furthering buy-in of community branding. This is not a canned presentation. We will collaborate with the Village to determine who your audiences are and what you want to convey. Then we will craft the presentation to meet those goals. This presentation can also be given in a public 'town hall' forum to engage the community in the process and to gather initial feedback from the public regarding opportunities to rebrand.

Community Engagement Website/Brand Story Site: This site serves as an online tool to direct traffic of Buffalo Grove residents and stakeholders interested in learning more about the project, getting involved in the research stage, or becoming a Brand Ambassador after the launch of the new brand. This is a terrific tool to engage the Buffalo Grove community. Here is an example of a live educational site for Johnson City, TN: brandjc.com

Research

North Star has identified the following research studies to help achieve Buffalo Grove's branding and marketing goals. This compiled body of data points us in the direction we need to go to craft your story. You will notice both qualitative and quantitative studies included in this recommended matrix. North Star strongly advocates a mixed method approach to research because it will tell you not just "How, When, What, and Where" but also "Why." Only through mixed methodology can your community obtain a true picture of where your brand is now, why, where it should be, and how your preferred identity can best be accomplished.

Situation Analysis: This establishes the current lay of the land from the perspective of your critical partners and stakeholders. We administer an online questionnaire to your key internal organizations and meet with each group during the in-market visit to more fully understand your primary objectives, general history, political landscape, resources, competitors, etc.

Research, Planning, Communications, and Media Audit: We conduct a comprehensive review of previous studies conducted by the Village and planning documents. This includes community outreach and planning meetings, surveys, intercept surveys, volunteer discussions, and market research. In addition, we review and analyze marketing materials, branding, logos, social media, and messaging from public and private sector partners as well as recent press related to Buffalo Grove.

Familiarization Tour: A tour of Buffalo Grove's attractions, meeting facilities, hotels/motels, restaurants, commercial sites, local businesses, retailers, restaurants, parks, natural areas, and historic sites would be conducted. We determine the tour itinerary with the help of Buffalo Grove project leadership.



Key Stakeholder Interviews + Focus Groups: Some of our most valuable pieces of insight for the purpose of defining your DNA and crafting your creative work comes from these intensive one-on-one interviews and focus groups. With the assistance of the Buffalo Grove project leadership, we want to identify and speak to key stakeholders about Buffalo Grove (including Village staff, board members, business community members, hoteliers, attraction owners, tour operators, nonprofit and civic organizations, etc.). We also want to talk to articulate individuals who are passionate about the Village (artists, historians, teachers, coaches, ministers, matriarchs, patriarchs, activists, and more).

Online Community Survey & Brand Barometer: Giving residents a forum for sharing is important. We use some of the themes identified in the Familiarization Tour to craft a quantitative survey posted online for community-wide participation. The brand barometer, conducted as a part of the community survey, measures the strength of Buffalo Grove's resident advocacy relative to the rest of the United States as a place to live, work, and play. In other words, how likely your residents are to advocate the community for starting a business or planning a visit. We promote this survey using traditional and social media. Fascinating similarities and differences between leadership perspectives and resident perspectives are often revealed.

Influencer Perception Study: North Star conducts qualitative, in-depth phone interviews with professionals outside of Buffalo Grove to uncover contextual perspectives. In collaboration with the Buffalo Grove project team, we compile a list of 20 identified potential interviewees from a target pool of elected officials, third party site selectors, business executives in your preferred industries, tour operators, regional and state level executives in economic development and tourism, and other external influencers you identify.

Consumer Awareness + Perception Study: This survey is conducted using a statistically significant random sampling of consumers and non-consumers in two outside markets using research panels. Data will be cross-tabulated in a number of ways to reveal the most insightful patterns between consumer and non-consumer groups. For instance, perceptions and attitudes for those who have visited Buffalo Grove will be compared and contrasted to those who have not visited and are reporting perceptions purely on reputation. This is key to identifying any brand recognition issues. This study measures:

- Overall awareness and perceptions of Buffalo Grove
- Overall awareness and perceptions of competitor cities
- Measurements of Buffalo Grove's delivery of quality of life indicators
- Consumer experiences in Buffalo Grove
- Attitudes regarding Buffalo Grove's strengths and weaknesses
- Consumer opinions regarding what needs to be added or taken away
- Changes in consumer perceptions of Buffalo Grove after visiting
- Patterns of visitation activities associated with consumers' primary purpose of visitation

Competitive Positioning Review: We provide a brand messaging and marketing strategy analysis to evaluate Buffalo Grove's position relative to the competition in the area.

Insights & Strategy

Our insights come from asking a number of thought-provoking questions: What brand "story" does the research tell? What emotional attachments can the brand hold? What are Buffalo Grove's core values? How does the brand fit into the consumer's lifestyle? How can



the brand best be used to elicit Buffalo Grove's desired emotional/behavioral responses? How does Buffalo Grove stand apart from competitors? These insight questions are compiled in a succinct storyline that leads directly to the Buffalo Grove strategic brand platform (DNA Definition). This platform is the critical touch point for all branded activity moving forward. For maximum brand impact, all efforts, thoughts, communications, and actions should literally and symbolically support its essence.

Situation Brief & Insight Development: We get our sharpest minds together at one time to review all of the research findings. Data on its face has limited value, but the connections between data points open up understanding and opportunity. The entire North Star team weaves together these connections into a compelling set of insights that start to tell Buffalo Grove's story.

DNA Definition (Brand Positioning Statement): Based on those insights, a guiding statement for the management and development of your brand is created. This definition should serve as the touch point for all Buffalo Grove activity moving forward. It will help bring consistency across the brand. Many of our communities reference their DNA Definition when making decisions about everything from policy to infrastructure improvement to promotions. Included in your DNA Definition is:

<i>Target audience:</i>	<i>For whom Buffalo Grove has the most appeal</i>
<i>Frame of reference:</i>	<i>Geographic context of Buffalo Grove</i>
<i>Point of difference:</i>	<i>What makes Buffalo Grove special</i>
<i>Benefit:</i>	<i>Why it should matter to the consumer</i>

Here is an actual example of how this construct guided our client Santee, California and led to their "Do More. Due East." brand positioning:

<i>Target audience:</i>	<i>For those wanting a close-knit community and wide-open opportunity,</i>
<i>Frame of reference:</i>	<i>Santee, hugged by natural beauty along Santee Lakes and Mission Trails Park,</i>
<i>Point of difference:</i>	<i>gives Southern California a new, strong point of connection</i>
<i>Benefit:</i>	<i>affording families the freedom to live their aspirations.</i>

Research and Strategy Presentation & Report: This represents a critical juncture in the project. We prepare a comprehensive review of all relevant research, insights, and recommended DNA Definition. We review the qualitative and quantitative analyses of Buffalo Grove's current image and positioning. A preview of this presentation is shared with key branding committee members for editing and fine-tuning. The collaboratively perfected presentation is made in person at larger stakeholder meetings, and the accompanying report is shared digitally. DNA Definition approval is required before proceeding.



Phase II: Creative

Creativity

In this stage, the insights and strategy are transformed into tangible creative products that embody Buffalo Grove. An in-depth Creative Brief and a Creative Workshop guide this process. Straplines, logos, color, looks, and messaging (with brand standards) are created. Additional deliverables will be developed to express the new brand identity in the context of its future use.

Creative Committee Workshop: A collaborative, interactive meeting between the North Star team and the Buffalo Grove creative committee (a group of your choosing) will explore the roles of different creative elements and identify creative preferences. Our goal is to most effectively hone in on the type of work you want without limiting the creative thinking of our writers, graphic designers, and art directors. This meeting is always a lot of fun for everyone involved.

Community Creative Workshop: In addition, we would like to hold a 1 ½ hour public workshop session during our site visit or on a subsequent visit depending on scheduling. This workshop (usually held at an open, indoor public space or key partner space) allows interested citizens of your Village to hear about the process and provide their input. North Star will start the session with the educational PowerPoint and then encourage attendees to provide their answers to various Village character question prompts.

Straplines & Rationale (5): A strapline (tagline) is not the be-all and end-all for your brand, but it is the start of the story. Depending on how safe or edgy you want to be, Buffalo Grove straplines can capture people's attention immediately and pique their curiosity or they can serve as a solid, hard-working tool that starts the job of positioning Buffalo Grove in the minds of consumers. North Star will provide a minimum of five different straplines, along with rationale for the strengths of each line. We will conduct trademark searches (via the United States Patent and Trademark Office website) and Google searches to make sure there is basic clearance for each line presented. Upon selection, your legal team is required to conduct a more thorough search to ensure its availability, potentially securing a trademark if desired and avoiding any conflicts once in the market.

Brand Narrative: Your DNA Definition articulates the core of what makes Buffalo Grove special. The narrative takes that core and describes it in artistic and compelling language for connecting emotionally with your different consumers. The narrative defines your personality and tone of voice. It can be woven into ad copy, placed on websites, integrated into speeches, and distributed to businesses to use in their own communications about the place they call home. The more it is used, the more widely your brand is dispersed.

Logos (5): We will present a minimum of five logo options for the Village of Buffalo Grove that represent a variety of concepts and provide a round of revisions to your selected logo.

Color Palettes (2): Once your logo decision is made, we open up the possibilities visually by allowing you to select between two distinct colors palettes. This is a key decision in how your visual brand identity will "feel" since color evokes emotion.



Looks (2): We craft two entirely different visual looks that allow you to choose how your brand messaging will be conveyed in terms of headlines, photography style, special graphic elements, detailing, and copy points. We will also provide a round of revisions for the look of your choice to ensure it reflects your exacting standards. The Creative Committee will select one look, and it will be applied to all subsequent deliverables.

Brand Standards Guide: This guide contains all the necessary information for using your logos, color palette, typefaces, language, and other key elements to ensure consistency across all mediums from any department or organization (print and electronic advertising, website design, media placement, public relations, event, templates, etc.). We provide digital and printed versions of this guide as well as InDesign files so you can edit the guide as necessary.

Custom Deliverables (8–10): To assist in the communication of the final brand concept, we will work with you to identify a list of 8–10 custom deliverables that target your specific goals. This is a powerful addition as it brings the logo and design to life through elements in the real world. The production of associated materials remains outside of this scope—the deliverables are visual examples. Options include, but are not limited to:

Social Media Graphics • Templates (Email Signature, Presentation, Newsletter, etc.)
 Business Cards • Letterhead • Envelopes • Brochures • Building + Monument Signage
 Print and Electronic Advertising Merchandise (Apparel, Accessories, etc.)
 Vehicle Wraps • Built Environment Applications

Phase III: Action & Implementation

Implementation

Following your brand's development, North Star has the ability to implement a strategic action and communications plan to begin the work of repositioning Buffalo Grove in the marketplace. This plan comprises the fundamental action steps that ensure the brand gains traction and maintains momentum. Many of these tasks involve setting up the communication, organization, and cooperation that will propel your brand forward. Our goal, and yours, is to make sure that Buffalo Grove's brand is the guiding principle for your future, not just a logo and line on your letterhead. This plan will be developed at/around the completion of the brand strategy and include estimated costs/budget and a suggested timeline for implementation.

Community Communication & Rollout Guidance: The first and most important audience for your brand and eventual campaign is your citizen base. To educate them on the process, the outcome, and the opportunity the new brand creates, North Star will prescribe a community rollout plan that details the brand and campaign to all interested stakeholders and citizens so that they can see, understand, and embrace it before the wider marketplace launch. This will include engaging those who sign up on the Community Engagement Website to be Brand Ambassadors.

Brand Action Ideas: These are both high-impact, custom ideas (up to 8) designed to raise the profile of the new Buffalo Grove brand and bring it to life in your community and foundational brand launch/implementation ideas and activities. Many of these ideas involve setting up the organization and cooperation that will propel your brand forward, while others serve as inspiration for brand adoption in creative and unique ways. Many of these ideas



may be accessible via a best practices knowledge-sharing database that North Star is currently developing. These ideas will address brand touchpoints ranging from economic development activities, the arts, infrastructure, and more.

Final Report and Presentation: At the completion of Phase III, we compile your brand into a final presentation that summarizes the research and takes viewers through the foundational creative development (line, logo, look, and color palette) as well as the steps of the action plan. Each step is illustrated using the custom deliverable designs. We always leave time for discussion to ensure understanding, buy-in, and a clean beginning to the ongoing implementation of your brand. Your final report will show the research, strategy, creative work, and action plan in their entirety and will be shared digitally along with raw data files, a logo suite, and JPEG image files of all deliverables and your brand style guide.

Phase IV: Evaluation (Future/Optional)

Evaluation & Results Tracking

Evaluation yields new information, which may lead to the beginning of a new planning cycle. Information can be gathered from concept pre-testing, campaign impact in the marketplace, and tracking studies to measure a brand's performance over time.

Ideally, evaluation answers two basic questions: Have responses to the brand among target audiences changed in the way the BrandPrint intended? And have these changes resulted in action that will achieve the desired objectives of the brand?

The research studies in this plan are designed to produce benchmarks and results that can be used for comparison with future studies. Additionally, over two decades of community branding experience have shown us that true success can be seen in the spread of excitement, inspiration, and innovation surrounding your brand among residents and stakeholders. Lastly, we are always available to answer questions and help with later marketing riddles. We have maintained an ongoing personal and business relationship with most of our clients, some for more than a decade. These tracking studies are outside the proposed scope of work, but we wanted Buffalo Grove to be aware of their future availability.

We use the following tools to measure tactical effectiveness:

Social Media: We perform social listening audits for our clients and measure not only likes, shares, and friends but also qualitative factors, such as sentiment.

12-Month Follow Up: We follow up after a year of your brand implementation to discuss the successes you have enjoyed and hurdles that you are working to overcome. We provide suggestions and direction for next steps in your continual brand integration.

Brand Barometer: Getting the talk right on the street is the most important thing a community can do to bolster its development efforts. Word of mouth has always been important; in this post-digital world, it is essential. With the benchmark included in your brand study, the Brand Barometer becomes a simple and inexpensive way to validate your success in word of mouth advertising and resident advocacy. We strongly recommend a Brand Barometer measurement every year to track the progress of the community.



d. Demonstrate a general understanding of Buffalo Grove and its dynamic.

The Buffalo Grove Situation

With a name that honors the local terrain and our national mammal, the Village of Buffalo Grove characterizes strength and boldness and shows an equal amount of care and camaraderie. In Buffalo Grove, advanced manufacturing companies build pharmaceutical supplies, the neighbors down the road build a new home, and the young adults begin to build their families. The Village's rich history of education and deep-rooted values remain steadfast in the present day. Highly acclaimed schools draw families to Buffalo Grove, and feelings of safety and security make them want to stay. The community comes together for food and fun during Buffalo Grove Days, and local farmers reap their reward during the Sunday Farmers' Markets. Every being is valued and protected, as seen through the Pinta Pride Project's parade and the Village's pledge to Save the Monarchs. The residents are well-connected—to each other and to the larger Chicago area. Buffalo Grove contributes to the Chicago metro's success but holds its own in the midst of strong competition. The businesses are as diverse as the people who live there, and current redevelopment projects present a promising future.

A Village known for its safety doesn't have to have a brand that plays it safe, and a community cornered by its larger, well-known neighbor is able to create an image that is uniquely its own. Just as Buffalo Grove is true to its history, North Star wants to help the Village uncover a brand that is genuine and long-lasting. Buffalo Grove already has so much to build off of, and the Village is primed for continued success. A cohesive and authentic brand centered on what makes the community of Buffalo Grove distinct will resonate with residents, businesses, and community groups; bolster community pride; and allow Village leadership to unite under a core identity.

e. Provide the number of meetings virtual or in person for each phase of the work.

Throughout the project, our Project Manager will conduct bi-weekly calls with the Buffalo Grove project lead. These calls will last approximately 20 minutes and will be used to provide updates and schedule future meetings.

The in-market visit to Buffalo Grove in Phase I is an essential part of the North Star Research process. While our team is in Buffalo Grove, we will meet with the project lead, Village staff, and other key stakeholders. We will heavily rely on the Buffalo Grove project lead to help us set up interviews and focus groups for our trip. At the end of Phase I, North Star will present the Research & Strategy findings to the Buffalo Grove steering committee. This meeting is able to be conducted in-person or virtually, and follow-up presentations with key stakeholders can be scheduled virtually as well.

During Phase II, the selected Buffalo Grove Creative Committee will be expected to participate in a minimum of five virtual meetings to provide feedback and direction. These meetings include the Creative Workshop, Strapline presentation, Logo and Color Palette presentation, Looks presentation, and the Final Creative Presentation. Depending on the feedback and unanimity of the Creative Committee, additional meetings may be scheduled at a later time. North Star will also host an in-person Creative Workshop in Buffalo Grove during the Creative process to hear from Village residents and gain valuable insights from the community.

In Phase III, North Star will compile all Research, Strategy, and Creative elements into a Final Report that includes an Action and Evaluation plan. This meeting is able to be conducted in-person or virtually.

2. A project schedule which should outline a specific timeline for each of the proposed project elements as detailed in the Scope of Services.

Project Timeline

Getting Started Call

Week 1

Phase I

Market Research + Brand Strategy

Situation Analysis

Weeks 1 – 2

Research & Planning Audit

Weeks 1 – 2

Communication & Media Audit

Weeks 1 – 2

Community Engagement Website

Weeks 1 – 2

In-Market (Tour, Focus Groups, Interviews)

TBD

Online Community Survey & Brand Barometer

Weeks 4 – 8

Qualitative (Influencer) Perception Study

Weeks 6 – 10

Consumer Awareness + Perception Survey

Weeks 8 – 10

Competitive Positioning Review

Weeks 8 – 10

Situation Brief & Insight Development

Week 11

DNA Definition Development

Weeks 11 – 13

Research & Strategy Presentation

Week 14

Phase II

Creative

Creative Brief Development (Internal)

Week 15

Creative Workshop/Community Workshop

Week 15

Foundational Creative Development

Weeks 16 – 20

Custom Deliverable Development

Weeks 21 – 25

Phase III

Action & Implementation

Community Communication & Rollout Guidance

Weeks 26 – 30

Brand Action Ideas

Weeks 26 – 30

Final Report & Presentation

Weeks 31 – 32

Proposed Timeline

32 Weeks

Timeline is dependent upon an efficient client approval process, which requires that data and feedback from the client is received at key milestones. If the client approval and consensus process takes longer than 36 weeks, North Star will invoice any remaining contracted amount at that time and reserves the right to propose project extension fees at a blended hourly rate.



Ordinance No. O-2023-29 : Axon Body Cameras

Recommendation of Action

Staff recommends approval

The State of Illinois passed (50 ILCS 706/10-15) requiring all law enforcement agencies in the State of Illinois to implement the use of Body Cameras. Staff requests the Village Manager be authorized to execute an agreement with Axon Enterprise Inc., in the amount of \$1,415,281.85 pending final review and approval of the agreement by the Village Attorney.

ATTACHMENTS:

- Body Cam Memo 2023 (DOCX)
- Ordinance (DOCX)
- Buffalo Grove PD (IL) - Axon- MSPA (Axon redlines 03092023) (PDF)
- Buffalo Grove BWC - 10 Year Updated (PDF)
- Buffalo Grove Fleet 3 - 10 Year Updated (PDF)
- Buffalo Grove IR (PDF)

Trustee Liaison

Pike

Staff Contact

Brian Budds, Police

Monday, March 20, 2023

VILLAGE OF
BUFFALO GROVE



DATE: March 13, 2023

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Administrative Services Director
Brian Budds, Chief of Police

RE: Implementation of Body Cameras in the Police Department

Staff Recommendation

Staff requests the Village Manager be authorized to execute an agreement with Axon Enterprise Inc., in the amount of \$1,415,281.85 pending final review and approval of the agreement by the Village Attorney.

Project Overview

Staff have negotiated an agreement with Axon Enterprise Inc., to provide body cameras, in vehicle cameras, interview room cameras, digital evidence storage, and associated software. The overall cost of the project is \$1,415,281.85 spread over a period of 10 years. Staff reviewed pricing for both a five- and ten-year agreements. Through engaging Axon in a ten-year term, the Village can expect to save \$103,063.42 over the first five years of the agreement alone. Due to the length of the agreement, it was critical the Village Attorney and staff negotiated satisfactory terms, such that if Axon was not to perform at an acceptable level the Village may terminate the agreement. Both staff and the Village Attorney are satisfied with negotiated terms.

The cost of each element of the project and estimated implementation schedule is as follows.

Interview Room Q4 2023	Body Cam Q3 2023	Fleet Cam Q1 2024	Total
\$ 10,446.99	\$ 65,625.17	\$ 47,542.01	\$ 123,614.17
\$ 10,864.90	\$ 68,250.20	\$ 49,443.68	\$ 128,558.78
\$ 11,299.51	\$ 70,980.20	\$ 51,421.43	\$ 133,701.14
\$ 11,751.49	\$ 73,819.41	\$ 53,478.27	\$ 139,049.17
\$ 12,221.56	\$ 76,772.19	\$ 55,617.42	\$ 144,611.17
	\$ 79,843.08	\$ 57,842.12	\$ 137,685.20
	\$ 83,036.79	\$ 60,155.80	\$ 143,192.59
	\$ 86,358.26	\$ 62,562.03	\$ 148,920.29
	\$ 89,812.60	\$ 65,064.50	\$ 154,877.10
	\$ 93,405.10	\$ 67,667.14	\$ 161,072.24
\$ 56,584.45	\$ 787,903.00	\$ 570,794.40	\$ 1,415,281.85

Attachment: Body Cam Memo 2023 (O-2023-29 : Body Cameras)

Axon will only provide a five-year term for interview room cameras. This is why staff is only comparing costs savings over the first five years of the agreement. The Village will need to enter into an agreement for cloud-based software and support services for this service in 2028.

As part of the negotiated agreement, the vehicle camera equipment be replaced midway through the ten-year term and the body cameras will be replaced every 30 months.

A full comparison of the costs of both terms is shown below.

	Interview Room	Body Cam 5 yr	Fleet Cam 5 yr	Total	Inc		Interview Room Q4 2023	Body Cam Q3 2023	Fleet Cam Q1 2024	Total	Inc
2023	\$ 10,446.99	\$ 74,824.21	\$ 57,371.28	\$ 142,642.48			\$ 10,446.99	\$ 65,625.17	\$ 47,542.01	\$ 123,614.17	
2024	\$ 10,864.90	\$ 77,817.22	\$ 59,666.11	\$ 148,348.23	4.0%		\$ 10,864.90	\$ 68,250.20	\$ 49,443.68	\$ 128,558.78	4.0%
2025	\$ 11,299.51	\$ 80,929.90	\$ 62,052.75	\$ 154,282.16	4.0%		\$ 11,299.51	\$ 70,980.20	\$ 51,421.43	\$ 133,701.14	4.0%
2026	\$ 11,751.49	\$ 84,167.11	\$ 64,534.83	\$ 160,453.43	4.0%		\$ 11,751.49	\$ 73,819.41	\$ 53,478.27	\$ 139,049.17	4.0%
2027	\$ 12,221.56	\$ 87,533.76	\$ 67,116.23	\$ 166,871.55	4.0%		\$ 12,221.56	\$ 76,772.19	\$ 55,617.42	\$ 144,611.17	4.0%
2028								\$ 79,843.08	\$ 57,842.12	\$ 137,685.20	-4.8%
2029								\$ 83,036.79	\$ 60,155.80	\$ 143,192.59	4.0%
2030								\$ 86,358.26	\$ 62,562.03	\$ 148,920.29	4.0%
2031								\$ 89,812.60	\$ 65,064.50	\$ 154,877.10	4.0%
2032								\$ 93,405.10	\$ 67,667.14	\$ 161,072.24	4.0%
2033											
	\$ 56,584.45	\$ 405,272.20	\$ 310,741.20	\$ 772,597.85			\$ 56,584.45	\$ 787,903.00	\$ 570,794.40	\$ 1,415,281.85	
	First 5 year total of 10 year term			\$ 669,534.43							
	Savings on first 5 years of 10 year option.			\$ 103,063.42							

Project Timeline

Staff expects to begin the implementation of body cameras in the third quarter of this year, installation of new cameras in the interview rooms will begin in the fourth quarter, and installation of cameras in the vehicles will begin at the very end of this year and into the first quarter of 2024.

As body cameras are new to Buffalo Grove the communications department will be releasing information on what residents can expect when interacting with officers wearing the new equipment.

Background Information

The State of Illinois passed (50 ILCS 706/10-15) requiring all law enforcement agencies in the State of Illinois to implement the use of Body Cameras. The Village of Buffalo Grove is required to implement a body cameras no later than January 1, 2025.

Body cameras are becoming increasingly important in law enforcement agencies around the world. Body worn cameras provide an objective record of police-civilian interactions, which can be used for investigations, as evidence in court, and to improve police accountability and transparency.

The following are some of the benefits staff expects as a result of implementing body worn cameras.

1. Improved Police Accountability

Body cameras increase accountability of police officers. Officers wearing body cameras are more likely to adhere to police procedures and protocols. The camera footage can

be used as evidence to hold police officers accountable if they fail to adhere to these procedures, engage in inappropriate conduct or use excessive force.

2. Reduced Complaints and Lawsuits

Body cameras can help reduce the number of complaints and lawsuits against police officers. The footage can provide evidence to support or refute a claim made by a member of the public, which can prevent false allegations from going unchallenged. In addition, by providing clear evidence of police conduct, body cameras can help reduce legal liability for the department.

3. Increased Transparency

Body cameras can increase transparency between police and the public. The footage can be used to show how officers interact with the public and how they handle situations, making it easier for the public to understand police procedures and protocols.

4. Protect Officers

Body cameras can protect police officers from false accusations. The cameras can provide evidence of an officer's conduct during an incident, which can be used to exonerate an officer who has been falsely accused of wrongdoing.

5. Improved Community Relations

Body cameras can help improve relations between police and the community. When people know that their interactions with police officers are being recorded, they may feel more comfortable and confident in their interactions with police. Additionally, the transparency provided by the cameras can help build trust between the police department and the community.

Body cameras are an important tool for law enforcement. They increase accountability, reduce complaints and mitigate lawsuits, protect officers, increase transparency, and improve community relations. Staff strongly recommends implementing body cameras to help ensure the safety and well-being of both officers and members of the public. As the existing interview room cameras and in vehicle cameras are well over five years old and nearing end of life, staff believes it would be best to replace all of this equipment at one time with a single system.

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AXON ENTERPRISE INC., FOR BODY, FLEET, AND INTERVIEW ROOM CAMERAS

WHEREAS, the Village of Buffalo 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 negotiation process to obtain the best value for money.

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

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

SECTION 2. The Village Manager is authorized to execute an Agreement with Axon Enterprise Inc., for body cameras, fleet cameras, interview room cameras and, associated cloud-based 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. Attached is the agreement along with the schedule of prices.

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: Ordinance (O-2023-29 : Body Cameras)

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. Definitions.

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. Term. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. Payment. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 45 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. Notwithstanding the foregoing, setoff is allowable if it is toward existing payments for mutually agreed upon values.

4. Taxes. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. Shipping. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. Returns. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. Warranty.

- 7.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 16.0

Release Date: 1/27/2023

- 7.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.
- 7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.
- 7.4.2. **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available herein as Axon Online Support Platforms Terms of Use Appendix .
- 7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon 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:
 - 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:** Contractor 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.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination. In the event of continued consecutive breaches by Axon, the Agency reserves the right to terminate this Agreement upon 30 days written notice to Axon.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency

remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement. Failure to provide said notice to Axon shall not constitute a breach of this Agreement.
18. **General.**
- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets only upon written authorization by Agency, provided, however, that such written authorization shall not be unreasonably withheld. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and

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delivered this Agreement as of the date of signature.

AXON:

AGENCY:

Axon Enterprise, Inc.

Buffalo Grove Police Department

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: Buffalo Grove PD (IL) - Axon- MSPA (Axon redlines 03092023) (O-2023-29 : Body Cameras)



Master Services and Purchasing Agreement for Agency

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is attached herein as Axon Cloud Services Privacy Policy Appendix. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



Master Services and Purchasing Agreement for Agency

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
9. For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
10. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
11. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla> or attached herein as Axon Evidence Service Level Agreement Appendix.
13. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.



Master Services and Purchasing Agreement for Agency

- d. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
15. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
16. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
17. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
18. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need



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Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
/Dock configuration - Work with Agency to decide the ideal location of Dock setup and set configurations on Dock - Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency - Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations
End user go-live training and support sessions - Assistance with device set up and configuration - Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration - Configure Axon Evidence categories & custom roles based on Agency need. - Troubleshoot IT issues with Axon Evidence. - Register users and assign roles in Axon Evidence. For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: - Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies - Discuss the importance of entering metadata and best practices for digital data management - Provide referrals to other agencies using TASER CEWs and Axon Evidence For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training - Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. For the CEW Full Service Package: Training for up to 3 individuals at Agency For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
9. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
11. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term.** OSP 7 begins on the date specified in the Quote ("OSP 7 Term").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 45 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

Master Services and Purchasing Agreement for Agency**Axon Auto-Tagging Appendix**

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.
6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.



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7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.
- 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
- 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
- 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Add-on Services Appendix

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Online Support Platforms Terms of Use Appendix

1 Definitions.

"Axon Online Support Platforms" means Axon Academy and MyAxon.

"Axon Academy" means Axon's Customer learning management system on absorblms.com, and other related offerings, including, without limitation, interactions between Axon Academy and Axon Products.

"MyAxon" means Axon's Customer support portal hosted on salesforce.com and other related offerings, including, without limitation, interactions between MyAxon and Axon Products.

"Axon Online Customer Content" means

- a) "Academy Customer Content" is data uploaded into, ingested by, or created in Axon Academy within Customer's tenant, including training materials, media or multimedia uploaded into Axon Academy by Customer. Academy Customer Content excludes Academy Non-Content Data.
- b) "MyAxon Customer Content" means data uploaded into, ingested by, or created in MyAxon within Customer's tenant, including, without limitation, media or multimedia uploaded into MyAxon by Customer. MyAxon Customer Content excludes MyAxon Non-Content Data.

"Axon Online Non-Content Data" means

- a) "Academy Non-Content Data" is data, configuration, and usage information about Customer's Axon Academy tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Academy. Academy Non-Content Data includes data about users captured during account management and customer support activities. Academy Non-Content Data does not include Academy Customer Content.
- b) "MyAxon Non-Content Data" is data, configuration, and usage information about Customer's MyAxon tenant, Axon Devices and client software, and users that is transmitted or generated when using MyAxon. MyAxon Non-Content Data includes data about users captured during account management and customer support activities. MyAxon Non-Content Data does not include MyAxon Customer Content.

"Axon Support Materials" means material(s) or content(s) made available by Axon to Customer within MyAxon or Axon Academy.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Customer a subscription to Axon Online Support Platforms, Customer may access and use Axon Online Support Platforms to store and manage Axon Online Customer Content.

3 **Customer Owns Axon Online Customer Content.** Customer controls and owns all right, title, and interest in

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Axon Online Customer Content. Except as outlined herein, Axon obtains no interest in Axon Online Customer Content, and Axon Online Customer Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting Axon Online Customer Content. Axon will only have access to Axon Online Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Axon Online Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of Axon Online Support Platforms and other Axon Products.

- 4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Axon Online Customer Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Online Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection.
- 5 **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Axon Online Customer Content; (b) ensuring no Axon Online Customer Content or Customer end user's use of Axon Online Customer Content or Axon Online Support Platforms violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Online Support Platforms. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Online Support Platforms.

Customer will also maintain the security of end usernames and passwords and security and access by end users to Axon Online Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Online Support Platforms meets applicable Customer policies, regulations, and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Axon Online Customer Content, or if account information is lost or stolen.

- 6 **Privacy.** Customer's use of Axon Online Support Platforms is subject to the Axon Online Support Platforms Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-online-support-platforms-privacy-policy>. Customer agrees to allow Axon access to Axon Online Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon Products including Axon Online Support Platforms and related services; and (c) enforce this Agreement or policies governing the use of Axon Products. Data controlled by Absorb Software Inc. is subject to the Absorb LMS Privacy Policy. Data controlled by Salesforce.com, Inc. is subject to the Salesforce.com Privacy Policy.
- 7 **Location of Storage.** Axon may transfer Axon Online Customer Content and Axon Online Non-Content Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Axon Online Customer Content and Axon Online Non-Content Data. For all customers, Axon will Process including store Axon Online Customer Content and Axon Online Non-Content Data within the United States. Ownership of Axon Online Customer Content remains with Customer. Customer acknowledges that Processing, including storage, of Axon Online Customer Content and Axon Online Non-Content Data will be in the United States.
- 8 **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Online Support Platforms immediately upon notice, if Customer or end user's use of or registration for Axon Online Support Platforms may (a) pose a security risk to Axon Products including Axon Online Support Platforms, or any third-party; (b) adversely impact Axon Online Support Platforms, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Customer remains responsible for all fees incurred through suspension. Axon will not delete Axon Online Customer Content because of suspension, except as specified in this Agreement.
- 9 **Axon Online Support Platforms Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors which occur on Axon Online Support Platforms.

- 10 **Axon Online Support Platforms Restrictions.** Customer and Customer end users (including employees,

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contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 10.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Online Support Platforms;
- 10.2** reverse engineer, disassemble, or decompile Axon Online Support Platforms or apply any process to derive any source code included in Axon Online Support Platforms, or allow others to do the same;
- 10.3** access or use Axon Online Support Platforms with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 10.4** use trade secret information contained in Axon Online Support Platforms, except as expressly permitted in this Agreement;
- 10.5** access Axon Online Support Platforms to build a competitive product or service or copy any features, functions, or graphics of Axon Online Support Platforms;
- 10.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Online Support Platforms; or
- 10.7** use Axon Online Support Platforms to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Attachment: Buffalo Grove PD (IL) - Axon- MSPA (Axon redlines 03092023) (O-2023-29 : Body Cameras)



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AXON CLOUD SERVICES PRIVACY POLICY APPENDIX

Last Updated: August 9th, 2021

This Axon Cloud Services Privacy Policy ("Policy") applies only to the information that Axon Enterprise, Inc. ("Axon") collects and you or your employer (collectively, "Customer") provide to Axon in connection with Customer's use of Axon Cloud Services (as defined below). Axon's marketing sites and other public websites are governed by the Axon Privacy Policy. Usage of Axon Citizen is governed by the Axon Citizen Privacy Policy.

Unless otherwise provided in this Policy, this Policy is subject to the terms of the Master Services Purchasing Agreement, or other similar agreement, if any, between Axon and Customer ("**Agreement**"). To the extent this Policy contains terms and conditions that differ from those contained in the Agreement, the Agreement shall control. A concept or principle covered in this Policy shall apply and be incorporated into all other provisions of the Agreement in which the concept or principle is also applicable, notwithstanding the absence of any specific cross-reference thereto. All capitalized and defined terms referenced, but not defined, in this Policy shall have the meanings assigned to them in the Agreement.

Axon complies with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework ("Privacy Shield") as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union, the United Kingdom, and Switzerland to the United States in reliance on Privacy Shield. Axon has certified to the U.S. Department of Commerce that it adheres to the Privacy Shield Principles with respect to such information. If any conflict exists between the terms of this Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>.

By using Axon Cloud Services, Customer acknowledges that Customer has read and understand this Policy and Customer agrees to be bound by its terms and conditions. Axon may occasionally update this Policy. When Axon posts changes, Axon will revise the "last updated" date at the top of this page. Customer's continued use of Axon Cloud Services will signify Customer's agreement and acceptance to any such changes.

Definitions

- **"Axon Cloud Services"** means Axon's web services hosted on evidence.com including **Axon Evidence**, **Axon Records**, and **Axon Dispatch**, and other related offerings, including, without limitation, interactions between Axon Cloud Services and Axon Products (as defined below).
- **"Axon Products"** means:
 - (1) Axon Cloud Services;
 - (2) devices sold by Axon (including, without limitation, conducted energy weapons, cameras, sensors, and docking systems) (collectively, **"Axon Devices"**);
 - (3) other software offered by Axon (including, without limitation, Axon Capture, Axon Evidence SYNC, Axon Device Manager, Axon View, Axon Interview, Axon Commander, Axon Uploader XT, and Axon View XL) (collectively, **"Axon Client Applications"**); and
 - (4) ancillary hardware, equipment, software, services, cloud-based services, documentation, and software maintenance releases and updates. Axon Products do not include any third-party applications, hardware, warranties, or the 'my.evidence.com' services.
- **"Customer Data"** means:
 - (1) "Customer Content", which means data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including, without limitation, media or multimedia uploaded into Axon Cloud Services by Customer ("Evidence"); and
 - (2) "Non-Content Data", which means:
 - (a) "Customer Entity and User Data", which means Personal Data and non-Personal Data regarding Customer's Axon Cloud Services tenant configuration and users;
 - (b) "Customer Entity and User Service Interaction" Data which means data regarding Customer's interactions with Axon Cloud Services and Axon Client Applications;
 - (c) "Service Operations and Security Data", which means data within service logs, metrics and events and vulnerability data, including, without limitation: (i) application, host, and infrastructure logs; (ii) Axon Device and Axon Client Application logs; (iii) service metrics and events logs; and (iv) web transaction logs;
 - (d) "Account Data", which means information provided to Axon during sign-up, purchase, or administration of Axon Cloud Services, including, without limitation, the name, address, phone number, and email address Customer provides, as well as aggregated usage information related to Customer's account and administrative data associated with the account; and (e) "Support Data", which means the information Axon collects when Customer contacts or engages Axon for support, including, without limitation, information about hardware,

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software, and other details gathered related to the support incident, such as contact or authentication information, chat session personalization, information about the condition of the machine and the application when the fault occurred and during diagnostics, system and registry data about software installations and hardware configurations, and error-tracking files.

For purposes of clarity, Customer Content does not include Non-Content Data, and Non-Content Data does not include Customer Content.

- **“Data Controller”** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data (as defined below).
- **“Data Processor”** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- **“Data Exporter”** means the Data Controller who transfers the Personal Data.
- **“Data Importer”** means the Data Processor who agrees to receive from the Data Exporter Personal Data intended for processing on Data Exporter's behalf after the transfer in accordance with the Agreement and who is not subject to a third country's system ensuring adequate protection with in the meaning of the General Data Protection Regulation (EU) 2016/679 of the European Parliament (“**GDPR**”)
- **“Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- **“Processing”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- **“Sub-processor”** means any processor engaged by the Data Importer or by any other sub-processor of the Data Importer who agrees to receive from the Data Importer or from any other sub-processor of the Data Importer Personal Data exclusively intended for processing activities to be carried out on behalf of the Data Exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract.

Axon's Role

Axon is a Data Processor of Customer Content. Customer controls and owns all right, title, and interest in and to Customer Content and Axon obtains no rights to the Customer Content. Customer is solely responsible for the uploading, sharing, withdrawal, management and deletion of Customer Content. Customer grants Axon limited access to Customer Content solely to provide and support Axon Cloud Services to and for Customer and Customer's end-users. Customer represents and warrants to Axon that: (1) Customer owns Customer Content; (2) and Customer Content, and Customer's end-users' use of Customer Content and Axon Cloud Services, does not violate this Policy or applicable data protection laws and regulations.

Axon may also collect, control, and process Non-Content Data. Axon is a Data Controller for Non-Content Data. Axon collects, controls, and processes Non-Content Data to provide Axon Cloud Services and to support the overall delivery of Axon Products including business, operational, and security purposes. With Non-Content Data, Axon may analyze and report anonymized and aggregated data to communicate with external and internal stakeholders. In regard to Customer Entity & User Data, Axon is a Data Controller and Customer is an independent Data Controller, not a joint Data Controller with Customer.

Data Collection and Processing Activities

CUSTOMER CONTENT

Axon will only use Customer Content to provide Customer Axon Cloud Services. Axon will not use Customer Content for any advertising or similar commercial purposes.

Axon periodically upgrades or changes Axon Cloud Services to provide customers with new features and enhancements in alignment with the Axon Evidence Maintenance Schedule. Axon communicates such upgrades or changes to customers one week prior to release via mechanisms outlined in the Maintenance Schedule. Changes to Axon Cloud



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Services may increase the capabilities of the service and ways in which Customer Content can be processed.

NON-CONTENT DATA

Non-Content Data includes data, configuration, and usage information about customer's Axon Cloud Services tenant, Axon Devices, Axon Client Applications, and users that is transmitted or generated when using Axon Products. Non-Content Data includes the following:

Customer Entity And User Data

Customer Entity and User Data includes personal and non-personal data regarding Customer's Axon Cloud Services tenant configuration and users. Axon uses Customer Entity and User Data to: (1) provide Axon Cloud Services, including, without limitation, user authentication and authorization functionality; (2) improve the quality of Axon Products or provide enhanced functionality and features; (3) contact Customer to provide information about its account, tenant, subscriptions, billing, and updates to Axon Cloud Services, including, without limitation, information about new features, security and other technical issues; and (4) market our products or services to Customer via email, by sending promotional communication including targeted advertisements, or presenting a Customer with relevant offers.

Customer cannot unsubscribe from non-promotional communications but may unsubscribe from promotional communications at any time.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data includes data regarding Customers' interactions with Axon Cloud Services and Axon Client Applications. Axon uses Customer Entity and User Service Interaction Data to improve the quality of Axon Products and provide enhanced functionality and features.

Service Operations and Security Data

Axon uses Service Operations and Security Data to provide service operations and monitoring.

Account Data

Axon uses Account Data to provide Axon Cloud Services, manage Customer's accounts, market to, and communicate with Customer. Customer may unsubscribe from promotional communications at any time.

Support Data

Axon uses Support Data to resolve Customer's support incident, and to operate, improve, and personalize Axon Products. If Customer shares Customer Content to Axon in a support scenario, the Customer Content will be treated as Support Data but will only be used for resolving support incidents.

Axon may provide support through phone, email, or online chat. With Customer's permission, Axon may use Guest Access ("GA") to temporarily navigate Customer's Axon Cloud Service's tenant to view data in order to resolve a support incident. Phone conversations, online chat sessions, or GA sessions with Axon support professionals may be recorded and/or monitored.

Server and Data Location

CUSTOMER CONTENT

Axon offers Axon Cloud Services in numerous geographic regions. Before creating an account in Axon Cloud Services, Customer determines where Axon will store Customer Content by designating an economic area.



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REGION CODE	ECONOMIC AREA	3RD PARTY INFRASTRUCTURE SUB-PROCESSORS	DATA CENTER LOCATION(S)
AU	Southeast Asia	Microsoft Azure	Canberra, ACT
LA	South America	Microsoft Azure	Sao Paulo, Brazil & Texas, United States
CA	Canada	Microsoft Azure	Toronto, ON & Quebec City, QC
EU	European Union	Amazon Web Services	Ireland <i>*Starting Q2 2021, new customers will not be added to this region</i>
EUR	European Union	Microsoft Azure	Netherlands, Ireland
UK	United Kingdom	Microsoft Azure and Amazon Web Services	London, England & Cardiff, Wales
US	United States	Microsoft Azure and Amazon Web Services	Texas & Virginia, United States
US	United States (Federal Region)	Microsoft Azure	Texas & Virginia, United States
ENT	Global	Microsoft Azure	Washington & Wyoming, United States

Axon ensures that all Customer Content in Axon Cloud Services remains within the selected economic area, including, without limitation, all backup data, replication sites, and disaster recovery sites. Customer selected economic areas can be determined through review of Customer's Axon Cloud Services URL. Customer URLs conform to the <youragency>.<regioncode>.evidence.com scheme with the exception of US customers where the scheme may exclude the region code and is <youragency>.evidence.com. US Federal customers conform to the scheme <youragency>.us.evidence.com

NON-CONTENT DATA**Customer Entity and User Data**

Customer Entity and User Data is located in Customer's selected economic area for Customer Content. Customer Entity and User Data may be copied or transferred to the United States.

Customer Entity and User Service Interaction Data

Customer Entity and User Service Interaction Data is located in Customer's selected economic area for Customer Content and the United States.

Service Operations and Security Data

Service Operations and Security Data is located in Customer's selected economic area for Customer Content and the United States.

Account Data and Support Data

Account and Support data is located in the United States and may be located in Customer's selected economic area for Customer Content.

Information Sharing

Axon may transfer data with its direct and indirect subsidiaries and Sub-processors, including, without limitation, service providers and other partners to support the overall delivery of Axon Products as described in "Data Collection and Processing Activities" section of this Policy.

Axon exercises commercially reasonable efforts in connection with contractual obligations to ensure its Sub-processors are compliant with all applicable data protection laws and regulations surrounding the Sub-processors access and scope of work in connection with Customer Content.



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Customer consents to the transfer of Customer Content to Axon's Sub-processors for the purpose of storing Customer Content. Such Sub-processors responsible for storing Customer Content are contracted by Axon for data storage services. Ownership of Customer Content remains with Customer.

Axon may hire Sub-processors to provide or enhance Axon Products on its behalf. Axon will only permit any such Sub-processors to obtain Customer Content from Axon Cloud Services to deliver services to Axon and will be prohibited from using Customer Content for any other purpose. Axon may engage new Sub-processors. Axon will give Customer notice (by updating the website) of any new Sub-processor.

Prior to onboarding Sub-processors, Axon conducts an audit of the security and privacy practices of Sub-processors to ensure Sub-processors provide a level of security and privacy appropriate to its access to data and scope of services.

Under Privacy Shield's "Onward Transfer Principle", Axon remains responsible for personal data that may be shared with Axon's Sub-processors.

Customer can transfer data from Axon Cloud Services to third parties. Customer must ensure data sharing agreements are in place with third parties to protect data throughout its lifecycle.

Axon Sub-Processors

Understand the server locations, data processed, and functions performed. Axon maintains an up-to-date list of the names and locations of all Sub-processors. This list is below.

If you are a current Axon Cloud Services customer with a data processing agreement in place with Axon, you may subscribe to receive notifications of a new Sub-processor(s) before Axon authorizes any new Sub-processor to process personal data in connection with the provision of your service.

You can subscribe to receive email notifications for changes to Axon Cloud Services Sub-processor(s) by submitting a request [here](#).

For a complete list of Axon Sub-Processors, click [here](#).

TELECOMMUNICATION SUB-PROCESSORS

Axon Body 3 includes embedded cellular technologies used to connect to telecommunication networks in order to provide connectivity between Axon Body 3 and Axon Cloud Services. Cellular technologies enable Axon Aware services. Customer's Axon Body 3 cameras will send data to the respective Axon Cloud Services region selected telecommunications providers as needed to enable cellular connectivity. Data includes Personal Data, such as location data. For Axon Body 3, Axon manages all cellular registration and account management associated to the cellular subscription. Personal Data of Customers is not collected by Axon or telecommunications providers for the purposes of cellular account management.

Outlined below is the telecommunication sub-processors. In regions where there are more than one telecommunication sub-processor, Axon will manage customers' Axon Body 3 cellular registration.

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REGION CODE	ECONOMIC AREA	TELECOMMUNICATION SUB-PROCESSORS
AU	Southeast Asia	Telstra
LA	South America	TBD / TBA
CA	Canada	Telus
EU/EUR	European Union	T-Systems
UK	United Kingdom	BTEE
US	United States	Verizon and AT&T (FirstNet)
US	United States (Federal Region)	Verizon and AT&T (FirstNet)
ENT	Global	Verizon and AT&T (FirstNet)

Customer URLs conform to the <youragency>.<regioncode>.evidence.com scheme with the exception of US customers where the scheme may exclude the region code and is <youragency>.evidence.com. US Federal customers conform to the scheme <youragency>.us.evidence.com

Required Disclosures

Axon will not disclose Customer Content except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Content so Customer may file an objection with the court or administrative body.

Customer's Access and Choice

Customer Content

Customer can access Customer's tenant to manage Customer Content.

Non-Content Data

Within the scope of Axon's authorization to do so, and in accordance with Axon's commitment under the Privacy Shield, Axon will work with Customers to provide access to Personal Data about Customer that Axon or Sub-processors holds. Axon will also take reasonable steps to enable Customers to correct, amend, or delete Personal Data that is demonstrated to be inaccurate.

If at any time after registering an account on Axon Cloud Services you desire to update Personal Data you have shared with us, change your mind about sharing Personal Data with us, desire to cancel your Customer account, or request that Axon no longer use provided Personal Data to provide you services, please contact us at privacy@axon.com. We will retain and use Personal Data for as long as needed to provide you services, comply with our legal obligations, resolve disputes, and enforce our agreements.

Certain data processing is determined by Customer based on Axon Product usage, Customer network or device configuration, and administrative settings made available with Axon Cloud Services or Axon Client Applications:

Axon Body 3 WiFi Positioning

Axon Body 3 cameras offer customers a feature to enhance location services where GPS/GNSS signals may not be available, for instance within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. When WiFi Positioning is enabled, Non-Content and Personal Data including location, device and network information data will be sent to Skyhook Holdings, Inc (Skyhook) to



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facilitate the WiFi Positioning functionality. Skyhook will act as both a data sub-processor (as reflected in this policy) and as a data controller. Skyhook becomes a data sub-processor for Axon when Skyhook processes data from Axon Body 3 devices to determine a location. Skyhook acts a data controller when it collects data sent from Axon Body 3 cameras to maintain their services and to develop new products, services or datasets. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

Client Push Notifications

Axon Products leverage push notification services made available by mobile operating system providers (i.e. Google's Cloud Messaging and Apple's Push Notification Service) to deliver functional notifications to client applications. Push notification services can be managed by leveraging notification settings made available in both mobile applications and the mobile operating system.

User Analytics

Customers can opt-out of user analytics tracking on Axon Cloud Services by disabling cookies or preventing Customer's browser or device from accepting new cookies. To prevent data from being collected by Mixpanel, network or device access to *.mixpanel.com should be blocked.

Service Support

Mobile client application crash analytics are used provide Axon personnel insight to crashes when using Axon client applications. To opt out of crash reporting, network or device access to *.crashlytics.com should be blocked.

Geolocation Services

Geolocation services are critical to proper user functionality of many of Axon products. However, customers can chose to opt out of mapping and geolocation functionality by blocking network or device access to *.mapbox.com and *.arcgisonline.com

Data Security Measures

Axon is committed to help protect the security of Customer Data. Axon has established and implemented policies, programs, and procedures that are commercially reasonable and in compliance with applicable industry practices, including administrative, technical and physical safeguards to protect the confidentiality, integrity and security of Customer Content and Non-Content Data against unauthorized access, use, modification, disclosure or other misuse.

Axon will take appropriate steps to ensure compliance with the data security measures by its employees, contractors and Sub-processors, to the extent applicable to the respective scope of performance.

CONFIDENTIALITY

Customer Content and Non-Content Data is encrypted in transit over public networks. Customer Content is encrypted at rest in all Axon Cloud Service regions.

Axon protects all Customer Content and Non-Content Data with strong logical access control mechanisms to ensure only users with appropriate business needs have access to data. Third-party specialized security firms periodically validate access control mechanisms. Access control lists are reviewed periodically by Axon.

INTEGRITY

As Evidence is ingested into Axon Cloud Services, a Secure Hash Algorithm ("SHA") checksum is generated on the upload device and again upon ingestion into Axon Cloud Services. If the SHA checksum does not match, the upload will be reinitiated. Once upload of Evidence is successful, the SHA checksum is retained by Axon Cloud Services and is made viewable by users with access to the Evidence audit trail for the specific piece of Evidence. Tamper-proof audit trails are created automatically by Axon Cloud Services upon ingestion of any Evidence.

AVAILABILITY

Axon takes a comprehensive approach to ensure the availability of Axon Cloud Services. Axon replicates Customer Content over multiple systems to help to protect against accidental destruction or loss. Axon Cloud Services systems are designed to minimize single points of failure. Axon has designed and regularly plans and tests its business continuity planning and disaster recovery programs.

ISOLATION

Axon logically isolates Customer Content. Customer Content for an authenticated customer will not be displayed to



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another customer (unless Customers explicitly create a sharing relationship between their tenants or shared data between themselves). Centralized authentication systems are used across an Axon Cloud Service region to increase uniform data security.

Additional role-based access control is leveraged within Customer's Axon Cloud Service tenant to define what users can interact with or access Customer Content. Customer solely manages the role based access control mechanisms within its Axon Cloud Services tenant.

Within the Axon Cloud Services supporting infrastructure, access is granted based on the principle of least privilege. All access must be approved by system owners and undergo at least quarterly user access reviews. Any shared computing or networking resource will undergo extensive hardening and is validated periodically to ensure appropriate isolation of Customer Content.

Non-Content Data is logically isolated within information systems such that only appropriate Axon personnel have access.

PERSONNEL

Axon personnel are required to conduct themselves in a manner consistent with applicable law, the company's guidelines regarding confidentiality, business ethics, acceptable usage, and professional standards. Axon personnel must complete security training upon hire in addition to annual and role-specific security training.

Axon personnel undergo an extensive background check process to the extent legally permissible and in accordance with applicable local labor laws and statutory regulations. Axon personnel supporting Axon Cloud Services are subject to additional role-specific security clearances or adjudication processes, including Criminal Justice Information Services background screening and national security clearances and vetting.

Data Breach

NOTIFICATION

If Axon becomes aware that Customer Data has been accessed, disclosed, altered, or destroyed by an unlawful or unauthorized party, Axon will notify relevant authorities and affected customers.

Within 48 hours of an incident confirmation, Axon will notify Customer administrators registered on Axon Cloud Services. Authorities will be notified through Axon's established channels and timelines. The notification will reasonably explain known facts, actions that have been taken, and make commitments regarding subsequent updates. Additional details are available in the [Axon Cloud Services Security Incident Handling and Response Statement](#).

Data Portability, Migration, and Transfer Back Assistance

DATA PORTABILITY

Evidence uploaded to Axon Cloud Services is retained in original format. Evidence may be retrieved and downloaded by Customer from Axon Cloud Services to move data to an alternative information system. Evidence audit trails and system reports may also be downloaded in various industry-standard, non-proprietary formats.

DATA MIGRATION

In the event Customer's access to Axon Cloud Services is terminated, Axon will not delete any Customer Content during the 90 days following termination. During this 90-day period, Customer may retrieve Customer Content only if Customer has paid all amounts due (there will be no application functionality of the Axon Cloud Services during this 90-day period other than the ability for Customer to retrieve Customer Content). Customer will not incur any additional fees if Customer downloads Customer Content from Axon Cloud Services during this 90-day period. Axon has no obligation to maintain or provide any Customer Content after the 90-day period and thereafter, unless legally prohibited, may delete Customer Content upon termination as part of normal retention and data management instructions from customers. Upon written request, Axon will provide written proof that all Customer Content has been successfully deleted and removed from Axon Cloud Services.

POST-TERMINATION ASSISTANCE

Axon will provide Customer with the same post-termination data retrieval assistance that is generally made available to all customers. Requests for additional assistance to Customer in downloading or transferring Content will result in additional fees and Axon cannot warrant or guarantee data integrity or readability in the external systems.

Data Retention, Restitution, and Deletion



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Axon maintains internal disaster recovery and data retention policies in accordance with applicable laws and regulations. The disaster recovery plan relates to Axon's data and extends to Axon Cloud Services and Customer Content stored within. Axon's data retention policies relate to Axon's Non-Content data. Axon's data retention policies instruct for the secure disposal of Non-Content Data when such data is no longer necessary for the delivery and support of Axon product and services and in accordance with applicable regulations. As outlined below, Customer is responsible for adhering to its own retention policies and procedures.

Evidence Retention

Customer defines Evidence retention periods pursuant to Customer's internal retention policies and procedures. Customer can establish its retention policies within Axon Cloud Services. Therefore, customer controls the retention and deletion of its Evidence within Axon Cloud Services. Axon Cloud Services can automate weekly messages summarizing upcoming agency-wide deletions to all customer Axon Cloud Services administrators. Customer users can receive a weekly message regarding Evidence uploaded within their user account to protect against accidental deletions. Customer can recover Evidence up to 7 days after Customer queues such Evidence for deletion. After this 7-day grace period, Axon Cloud Services initiates deletion of Evidence. Data deletion processing may occur asynchronously across storage systems and data centers. During and after data deletion processing, Evidence will not be recovered or recoverable by any party.

Accountability

As outlined herein, Axon is committed to maintaining compliance with relevant security and privacy standards to ensure the continued security, availability, integrity, confidentiality, and privacy of Axon Cloud Services and Customer Data stored within.

In addition to the security efforts outlined herein, Axon will maintain its ISO/IEC 27001:2013 certification or comparable assurances for Axon Cloud Services. Customers may [review the certificate](#).

Social Media Publishing

Axon provides social media features that enable Customer's and their end users ("Users") to share Customer Content directly from the Evidence Detail page in Axon Evidence to social media websites ("Publish to Social Media Feature"). For example: when a User uploads a video directly to YouTube from Axon Evidence. This may include Customer Content such as video, audio, images or other types of media or multimedia; and the title, description and tags associated with those media. Customer Axon Evidence administrators can manage the enablement of this feature, for all Users, within the administrative functions of Axon Evidence. The use of this feature by Users may result in the collection or sharing of information about them, depending on the feature. The privacy and security practices of the social media website is not covered by this Policy, and Axon is not responsible for, or makes attestations regarding, their privacy or security practices. When Users enable the Publish to Social Media Feature, and/or publish content to a social media website using this feature, they acknowledge and agree to be bound by the terms of service and privacy policy(s), if applicable, of the social media website in which the Customer Content is published to. Axon encourages Users to review the terms of service and privacy policy(s) of the social media website, to make sure they understand the data that may be collected, used, and shared by the website.

- **Google LLC, (YouTube API Services):** Axon uses YouTube's API services in connection with our Publish to Social Media Feature. When Users link, connect, or login ("Connect") their Google account(s) with Axon Evidence, they are agreeing to be bound by the YouTube Terms of Service (<https://www.youtube.com/t/terms>). In addition, they are directing Google to send Axon data as controlled by Google or as authorized by the User via their privacy settings at Google. Through YouTube's API services, Axon only accesses, collects, and stores a token which Axon uses to Connect the associated Google account(s) with Axon Evidence. The token is only used to enable a user to upload a video to YouTube and is not shared with external parties. Axon does not obtain or store the associated Google account(s) login credentials, through YouTube's API services.

Google has settings that list which apps can connect to a Google account(s). When Users Connect an associated Google account(s) to Axon Evidence, Axon Evidence gets authorized in these settings as a connected site or app. If Users remove Axon Evidence from these settings, its access to the account is revoked. Users may revoke this access at any time by following the instructions here: <https://help.axon.com/hc/en-us/articles/360052689392-Removing-Axon-Evidence-Access-to-Your-YouTube-Account>. Revoking Axon Evidence access will prevent Users from publishing videos to YouTube from Axon Evidence.

Axon encourages Users to review YouTube's Terms of Service (<https://www.youtube.com/t/terms>) and Google's Privacy Policy (<http://www.google.com/policies/privacy>) to make sure they understand the data that may be

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collected, used, and shared by Google.

Insurance

Axon will maintain, during the term of the Agreement, a cyber-insurance policy and will furnish certificates of insurance following Customer's written request.

How to Contact Us

Axon commits to resolve complaints about Customer privacy and use of Axon Products. Complaints surrounding this Policy can be directed to Customer's local Axon representative or privacy@axon.com. If Customer has any questions or concerns regarding privacy and security of Customer Content or Axon's handling of Customer's Personal Data under Privacy Shield, please contact privacy@axon.com.

If Customer is an EU citizen and we are unable to satisfactorily resolve any complaint relating to the Privacy Shield, or if Axon fails to acknowledge Customer's complaint in a timely fashion, Customer can contact the relevant EU Data Protection Authorities (DPAs) or the Swiss Federal Data Protection and Information Commissioner (FDPIC). In certain circumstances, the Privacy Shield provides the right to invoke binding arbitration to resolve complaints not resolved by other means, as described in Annex I to the Privacy Shield Principles in each of the Privacy Shield Frameworks. Axon is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission.

Attachment: Buffalo Grove PD (IL) - Axon- MSPA (Axon redlines 03092023) (O-2023-29 : Body Cameras)



Master Services and Purchasing Agreement for Agency

Part 1 – Axon Evidence Service Level Agreement Appendix

This Service Level Agreement (**SLA**) identifies the Axon Evidence Service Offerings and the expected level of services between Axon² (**Axon, us or we**) and users of Service Offerings (**Customer or you**). Unless otherwise provided in this SLA, this SLA is subject to the terms of the purchase agreement, or other similar agreement, if any, between Axon and Customer. This SLA applies separately to each Customer using Service Offerings. By using Service Offerings, you agree that you understand this SLA and you accept and agree to be bound by the following terms and conditions. Axon reserves the right to update and change the terms of this SLA. When we post changes, we will revise the “last updated” date at the top of this page. If there are adverse material changes to this SLA, we will inform you by directly sending you a notification. We encourage you to periodically review the most current version of the Axon Cloud Services Maintenance Schedule by visiting: <https://www.axon.com/products/axon-evidence/maintenance-schedule>.

Definitions

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Downtime**” means periods of time, measured in minutes, in which the Service Offering is Unavailable to you. “Downtime” does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described under the section Exclusions.

“**Incident**” means a disruption of Service Offerings during which the Customer experiences Downtime.

“**Maximum Available Minutes**” means the total amount of accumulated minutes during a Service Month for the Service Offering.

“**Monthly Uptime Percentage**” means $(\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes} * 100$.

“**Scheduled Downtime**” means periods of time, measured in minutes, in which the Service Offering is unavailable to Customer, which fall within scheduled routine maintenance or planned maintenance timeframes.

“**Service Month**” means a calendar month at Coordinated Universal Time (UTC).

“**Service Credits**” means credits received by users of Service Offerings in the event that the service level objectives are not achieved.

“**Service Offerings**” means all Axon Evidence services provided by Axon pursuant to this SLA.

“**Unavailable**” and “**Unavailability**” means a situation where the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.

Service Level Objective

Axon will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time. Guaranteed service level & Service Credits:

Monthly Uptime Percentage	Service Credit in Days
Less than 99.9%	3
Less than 99.0%	7

Requesting Service Credits

In order for Axon to consider a claim for Service Credits, you must submit the claim to Axon Customer Support (<https://www.axon.com/contact>) including all information necessary for us to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

² “Axon” refers to the Axon entity that you are in a contractual agreement with for the provision of Axon Cloud Services, including but not limited to Axon Public Safety UK Limited, Axon Public Safety Germany SE, etc.



Master Services and Purchasing Agreement for Agency

Service Maintenance

Maintenance will take place according to the prevailing Axon Cloud Services Maintenance Schedule: <https://www.axon.com/products/axon-evidence/maintenance-schedule>.

Maintenance periods may periodically result in the Service Offerings being Unavailable to you. Downtime falling within scheduled routine or planned maintenance is Scheduled Downtime and is not eligible for Service Credits.

Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Axon. Emergency maintenance falling outside scheduled routine or planned maintenance is eligible for Service Credits.

Axon will make available updates as released by Axon to the Axon Cloud Services. The Customer is responsible for maintaining the computer equipment and internet connections necessary for use of Axon Cloud Services.

For the support of Android & iOS Applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event the Customer does not update their Android/iOS application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

Terms

Axon must receive the claim within one month of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five days of receipt. You must be in compliance with all Axon agreements in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to the end of your Service Offering subscription term. Service Credits may not be exchanged for or converted to monetary amounts.

Exclusions

This SLA does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Axon Evidence performance issues: (a) caused by factors outside of our reasonable control, including any force majeure event, terrorism, sabotage, virus attack or Customer internet access and related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside our direct control); (b) that result from any actions or inactions of you or a third party; (c) that result from your communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received from you, or any other data issues related to the communication or data received from or through you; (d) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from our suspension and termination of your right to use the Service Offerings in accordance with the agreement for the provision of Axon Evidence between you and Axon.

Planned Maintenance

Axon may schedule and plan maintenance windows outside of the timeframes detailed in "Scheduled Routine Maintenance".

Scheduled Routine Maintenance: routine maintenance is scheduled on the fourth Tuesday of each month in Pacific Time (PT)*:



Master Services and Purchasing Agreement for Agency

DEPLOYMENT	DAY OF WEEK (PT)	PACIFIC TIME (PT)*	COORDINATED UNIVERSAL TIME (UTC)
Australia**	Tuesday	02:00 - 05:00	10:00 - 12:00
Brazil	Tuesday	10:00 - 11:00	17:00 - 19:00
European Union	Tuesday	13:00 - 14:00	20:00 - 22:00
United Kingdom**	Tuesday	14:00 - 15:00	21:00 - 23:00
Canada	Tuesday	16:00 - 17:00	23:00 - 01:00***
United States - Federal Region	Tuesday	17:00 - 18:00	00:00 - 02:00****
United States	Tuesday	21:00 - 22:00	04:00 - 06:00****

* Pacific Time (PT) observes daylight savings. UTC time data is reflective of maintenance windows regardless of daylight savings observation. Refer to UTC to calculate local time of maintenance.

** Maintenance performed on UK and AU a week after the fourth Tuesday of each month

*** Time period includes time on Wednesday in UTC

**** Time period is on Wednesday in UTC

Emergency Maintenance

Patches and emergency releases are used to deliver ad-hoc application fixes and are typically seamless to customers. Whenever possible, patches and emergency releases are deployed during off-peak hours and without Downtime. Emergency releases are conducted on an as-needed basis and can occur any day of the week.

Axon Device Firmware Updates

Firmware updates and enhancements to Axon devices are pushed from Axon Cloud Services. Customer interaction is not required. Updates are retrieved, installed and validated during the normal device charging and data transfer process. Firmware updates are systemically rolled out to customers in waves.

Notification of Maintenance

Notification of upcoming routine maintenance is not provided in advance unless there has been a change to the Scheduled Routine Maintenance. Approximately one (1) week prior to the routine maintenance, release notes are provided to Axon Evidence customer administrators.

If planned maintenance is required, Axon will communicate via email to Axon Evidence Customer administrators at least one (1) week in advance.

In the event of scheduled routine or planned maintenance that requires customer action (e.g. updating network settings), Axon will communicate via email at least sixty (60) days prior to the maintenance. Please Note: If emergency maintenance that requires customer action is necessary, Customers may be notified less than one (1) week in advance.

Part 2 - Customer Support Response Statement

Axon has implemented Incident response policies and practices for Axon devices and Axon Cloud Services, which follow industry best practice standards. Axon reserves the right to change the terms of these response policies.

Definitions

"Business Day" means Monday to Friday 08:00 – 17:30, excluding public holidays.

"BOD" means the Board of Directors

"Incident" means a fault related to an Axon product or Axon Cloud Services experienced by the Customer.

"Targeted Response Time" means the target timeframe for Axon to respond to Customer and/or escalate the Incident within the "Axon Customer Support Solution".



Master Services and Purchasing Agreement for Agency

“Targeted Resolution Time” means the target timeframe for the full resolution of the Incident. It excludes time delays caused by Customer or third parties outside of Axon’s reasonable control.

“Workaround” means a method for overcoming an Incident allowing the Customer to operate the core function of Axon devices and/or Axon Cloud Services.

Axon Support Channels

Axon Resource Centre: <https://my.axon.com>

Telephone:

US & Canada: 800-978-2737

UK: +44 (0)1327 709 666

Email:

UK: uksupport@axon.com

Germany: support-dach@axon.com

Rest of EMEA: customerservice@axon.com or support@axon.com

Incident Classifications and Response Times

Incident Classification	Description	Targeted Response Time	Targeted Resolution Time	Customer Commitment	Response
Severity 1	- Business critical function is down - Material impact to Customer's business - No Workaround exists	Less than 1 hour	Less than 24 hours		Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
Severity 2	- Business critical function is impaired or degraded - There are time-sensitive issues that materially impact ongoing production - Workaround exists, but it is only temporary	1 Business Day	Less than 2 weeks		Customer shall remain accessible by phone or other electronic means for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
Severity 3	- Non-critical function down or impaired - Does not have significant current production impact - Performance is degraded	1 Business Day	Mutually agreed timeframe based on prioritization		

For Customers with 4 levels of Incident classification such as Critical, High, Medium and Low, Axon will recognize this



Master Services and Purchasing Agreement for Agency

and will consider the two highest categories as "Severity 1". For example: Critical and High would be classed as a "Severity 1" Incident and managed accordingly.

Severity Level Determination

Customer shall reasonably self-diagnose each Incident and recommend to Axon an appropriate severity level designation. Axon shall validate your severity level designation or notify you of a proposed change to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate severity level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the Incident support in accordance with Axon's severity level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

Escalation

Escalation Level	Description	Escalation	Targeted Response Time	Targeted Resolution Time
Tier 1	Basic technical or commercial issues - Non-time critical	None	Less than 6 hours	Less than 1 business day
Tier 2	Advanced technical or commercial issues - Non-time critical.	BoD / Country Manager	Less than 4 hours	Less than 1 business day
Tier 3	Technical or commercial issues - Time critical	Country Manager to Axon BoD/Support Team	Less than 2 hours	Less than 1 business day

Exclusions

This Customer Support Response Statement does not apply to any unavailability, suspension, or termination of the Service Offerings caused by all the exclusion events under Part 1 of this document, nor to services or hardware not within Axon's control. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered. Please see Part 3 for "Return of Merchandise Authorization".

Part 3 – Return of Merchandise Authorization (RMA)

The *Axon Evidence Device Return Service* provides Customers with the ability to manage return merchandise authorization (RMA) requests within Axon [Evidence.com](#). Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered.

Targeted Replacement Time:

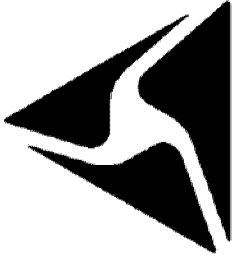
Axon aims to have replacement devices shipped to the Customer within 48 hours from receipt of the faulty device (excluding weekends or public holidays).

Exclusions

The Return of Merchandise Authorization does not apply to services or hardware not within Axon's control. Axon's customer support will provide detail on return times as soon as possible to the Customer's point of contact.

N.B. TASER products (conducted electrical devices) are not covered under the terms of this Return of Merchandise Authorization. Customers are requested to contact Customer support directly to report a faulty TASER device.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737



Q-391215-44987.501JS

Issued: 03/02/2023

Quote Expiration: 04/01/2023

Estimated Contract Start Date: 06/01/2023

Account Number: 227229

Payment Terms: N30

Delivery Method: Fedex - Ground

Attachment: Buffalo Grove BWC - 10 Year Updated (O-2023-29 : Body Cameras)

SHIP TO	BILL TO
Business;Delivery;Invoice-46 Raupp Blvd 46 Raupp Blvd Buffalo Grove, IL 60089-2139 USA	Buffalo Grove Police Dept. - IL 46 Raupp Blvd Buffalo Grove, IL 60089-2139 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jen Skouson Phone: Email: jskouson@axon.com Fax:	Brian Budds Phone: (847) 459-2560 Email: Fax: (847) 459-0201

Quote Summary

Program Length	120 Months
TOTAL COST	\$787,903.00
ESTIMATED TOTAL W/ TAX	\$787,903.00

Discount Summary

Average Savings Per Year	\$5,086.56
TOTAL SAVINGS	\$50,865.60

Payment Summary

Date	Subtotal	Tax	Total
May 2023	\$65,625.17	\$0.00	\$65,625.17
May 2024	\$68,250.20	\$0.00	\$68,250.20
May 2025	\$70,980.20	\$0.00	\$70,980.20
May 2026	\$73,819.41	\$0.00	\$73,819.41
May 2027	\$76,772.19	\$0.00	\$76,772.19
May 2028	\$79,843.08	\$0.00	\$79,843.08
May 2029	\$83,036.79	\$0.00	\$83,036.79
May 2030	\$86,358.26	\$0.00	\$86,358.26
May 2031	\$89,812.60	\$0.00	\$89,812.60
May 2032	\$93,405.10	\$0.00	\$93,405.10
Total	\$787,903.00	\$0.00	\$787,903.00

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

\$838,768.60
\$858,904.60
\$787,903.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	68	120	\$31.09	\$36.02	\$25.56	\$208,569.60	\$0.00	\$208,569.60
BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	8	120	\$59.35	\$38.42	\$26.21	\$25,161.60	\$0.00	\$25,161.60
A la Carte Hardware									
AB3C	AB3 Camera Bundle	68			\$749.00	\$749.00	\$50,932.00	\$0.00	\$50,932.00
AB3MBD	AB3 Multi Bay Dock Bundle	8			\$1,638.90	\$1,638.90	\$13,111.20	\$0.00	\$13,111.20
A la Carte Software									
73682	AUTO TAGGING LICENSE	59	120		\$9.00	\$9.00	\$63,720.00	\$0.00	\$63,720.00
73478	REDACTION ASSISTANT USER LICENSE	59	120		\$9.00	\$9.00	\$63,720.00	\$0.00	\$63,720.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	59	120		\$24.00	\$24.00	\$169,920.00	\$0.00	\$169,920.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	100	120		\$0.55	\$0.55	\$6,600.00	\$0.00	\$6,600.00
BasicLicense	Basic License Bundle	62	120		\$15.00	\$18.00	\$133,920.00	\$0.00	\$133,920.00
ProLicense	Pro License Bundle	4	120		\$39.00	\$46.82	\$22,473.60	\$0.00	\$22,473.60
A la Carte Services									
85055	AXON FULL SERVICE	1			\$26,775.00	\$26,775.00	\$26,775.00	\$0.00	\$26,775.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$787,903.00	\$0.00	\$787,903.00

Attachment: Buffalo Grove BWC - 10 Year Updated (O-2023-29 : Body Cameras)

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	75	05/01/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	75	05/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLIK - RAPIDLOCK	68	05/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLIK - RAPIDLOCK	2	05/01/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	8	05/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	8	05/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	8	05/01/2023
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	8	11/01/2025
Body Worn Camera TAP 10 Year Bundle	73309	AXON CAMERA REFRESH ONE	70	11/01/2025
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	8	05/01/2028
Body Worn Camera TAP 10 Year Bundle	73310	AXON CAMERA REFRESH TWO	70	05/01/2028
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	73347	MULTI-BAY BWC DOCK 3RD REFRESH	8	11/01/2030
Body Worn Camera TAP 10 Year Bundle	73345	AXON CAMERA REFRESH THREE	70	11/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	62	06/01/2023	05/31/2033
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	62	06/01/2023	05/31/2033
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	06/01/2023	05/31/2033
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	06/01/2023	05/31/2033
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	59	06/01/2023	05/31/2033
A la Carte	73682	AUTO TAGGING LICENSE	59	06/01/2023	05/31/2033
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	100	06/01/2023	05/31/2033
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	59	06/01/2023	05/31/2033

Services

Bundle	Item	Description	QTY
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85055	AXON FULL SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP 10 Year Bundle	80464	EXT WARRANTY, CAMERA (TAP)	68	06/01/2023	05/31/2033
Body Worn Camera TAP 10 Year Bundle	80464	EXT WARRANTY, CAMERA (TAP)	2	06/01/2023	05/31/2033
Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	8	05/01/2024	05/31/2033

Payment Details

May 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73478	REDACTION ASSISTANT USER LICENSE	59	\$5,307.30	\$0.00	\$5,307.30
Year 1	73682	AUTO TAGGING LICENSE	59	\$5,307.30	\$0.00	\$5,307.30
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	100	\$549.72	\$0.00	\$549.72
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	59	\$14,152.80	\$0.00	\$14,152.80
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$249.87	\$0.00	\$249.87
Year 1	85055	AXON FULL SERVICE	1	\$2,230.11	\$0.00	\$2,230.11
Year 1	AB3C	AB3 Camera Bundle	68	\$4,242.17	\$0.00	\$4,242.17
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$1,092.04	\$0.00	\$1,092.04
Year 1	BasicLicense	Basic License Bundle	62	\$11,154.32	\$0.00	\$11,154.32
Year 1	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	8	\$2,095.73	\$0.00	\$2,095.73
Year 1	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	68	\$17,371.96	\$0.00	\$17,371.96
Year 1	ProLicense	Pro License Bundle	4	\$1,871.85	\$0.00	\$1,871.85
Total				\$65,625.17	\$0.00	\$65,625.17

May 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73478	REDACTION ASSISTANT USER LICENSE	59	\$5,519.59	\$0.00	\$5,519.59
Year 2	73682	AUTO TAGGING LICENSE	59	\$5,519.59	\$0.00	\$5,519.59
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	100	\$571.71	\$0.00	\$571.71
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	59	\$14,718.91	\$0.00	\$14,718.91
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$259.87	\$0.00	\$259.87
Year 2	85055	AXON FULL SERVICE	1	\$2,319.32	\$0.00	\$2,319.32
Year 2	AB3C	AB3 Camera Bundle	68	\$4,411.86	\$0.00	\$4,411.86
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$1,135.72	\$0.00	\$1,135.72
Year 2	BasicLicense	Basic License Bundle	62	\$11,600.50	\$0.00	\$11,600.50
Year 2	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	8	\$2,179.56	\$0.00	\$2,179.56
Year 2	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	68	\$18,066.85	\$0.00	\$18,066.85
Year 2	ProLicense	Pro License Bundle	4	\$1,946.72	\$0.00	\$1,946.72
Total				\$68,250.20	\$0.00	\$68,250.20

May 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73478	REDACTION ASSISTANT USER LICENSE	59	\$5,740.37	\$0.00	\$5,740.37
Year 3	73682	AUTO TAGGING LICENSE	59	\$5,740.37	\$0.00	\$5,740.37
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	100	\$594.58	\$0.00	\$594.58
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	59	\$15,307.67	\$0.00	\$15,307.67
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$270.26	\$0.00	\$270.26
Year 3	85055	AXON FULL SERVICE	1	\$2,412.09	\$0.00	\$2,412.09
Year 3	AB3C	AB3 Camera Bundle	68	\$4,588.34	\$0.00	\$4,588.34
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$1,181.16	\$0.00	\$1,181.16
Year 3	BasicLicense	Basic License Bundle	62	\$12,064.52	\$0.00	\$12,064.52
Year 3	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	8	\$2,266.75	\$0.00	\$2,266.75

May 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	68	\$18,789.50	\$0.00	\$18,789.50
Year 3	ProLicense	Pro License Bundle	4	\$2,024.59	\$0.00	\$2,024.59
Total				\$70,980.20	\$0.00	\$70,980.20

May 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73478	REDACTION ASSISTANT USER LICENSE	59	\$5,969.99	\$0.00	\$5,969.99
Year 4	73682	AUTO TAGGING LICENSE	59	\$5,969.99	\$0.00	\$5,969.99
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	100	\$618.36	\$0.00	\$618.36
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	59	\$15,919.97	\$0.00	\$15,919.97
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$281.07	\$0.00	\$281.07
Year 4	85055	AXON FULL SERVICE	1	\$2,508.58	\$0.00	\$2,508.58
Year 4	AB3C	AB3 Camera Bundle	68	\$4,771.87	\$0.00	\$4,771.87
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$1,228.40	\$0.00	\$1,228.40
Year 4	BasicLicense	Basic License Bundle	62	\$12,547.10	\$0.00	\$12,547.10
Year 4	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	8	\$2,357.42	\$0.00	\$2,357.42
Year 4	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	68	\$19,541.09	\$0.00	\$19,541.09
Year 4	ProLicense	Pro License Bundle	4	\$2,105.57	\$0.00	\$2,105.57
Total				\$73,819.41	\$0.00	\$73,819.41

May 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73478	REDACTION ASSISTANT USER LICENSE	59	\$6,208.79	\$0.00	\$6,208.79
Year 5	73682	AUTO TAGGING LICENSE	59	\$6,208.79	\$0.00	\$6,208.79
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	100	\$643.09	\$0.00	\$643.09
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	59	\$16,556.77	\$0.00	\$16,556.77
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$292.32	\$0.00	\$292.32
Year 5	85055	AXON FULL SERVICE	1	\$2,608.92	\$0.00	\$2,608.92
Year 5	AB3C	AB3 Camera Bundle	68	\$4,962.74	\$0.00	\$4,962.74
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$1,277.54	\$0.00	\$1,277.54
Year 5	BasicLicense	Basic License Bundle	62	\$13,048.98	\$0.00	\$13,048.98
Year 5	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	8	\$2,451.72	\$0.00	\$2,451.72
Year 5	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	68	\$20,322.73	\$0.00	\$20,322.73
Year 5	ProLicense	Pro License Bundle	4	\$2,189.80	\$0.00	\$2,189.80
Total				\$76,772.19	\$0.00	\$76,772.19

May 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	73478	REDACTION ASSISTANT USER LICENSE	59	\$6,457.14	\$0.00	\$6,457.14
Year 6	73682	AUTO TAGGING LICENSE	59	\$6,457.14	\$0.00	\$6,457.14
Year 6	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	100	\$688.82	\$0.00	\$688.82
Year 6	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	59	\$17,219.04	\$0.00	\$17,219.04
Year 6	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$304.01	\$0.00	\$304.01
Year 6	85055	AXON FULL SERVICE	1	\$2,713.28	\$0.00	\$2,713.28
Year 6	AB3C	AB3 Camera Bundle	68	\$5,161.25	\$0.00	\$5,161.25

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$1,328.64	\$0.00	\$1,328.64
Year 6	BasicLicense	Basic License Bundle	62	\$13,570.94	\$0.00	\$13,570.94
Year 6	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	8	\$2,549.79	\$0.00	\$2,549.79
Year 6	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	68	\$21,135.64	\$0.00	\$21,135.64
Year 6	ProLicense	Pro License Bundle	4	\$2,277.39	\$0.00	\$2,277.39
Total				\$79,843.08	\$0.00	\$79,843.08

May 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	73478	REDACTION ASSISTANT USER LICENSE	59	\$6,715.43	\$0.00	\$6,715.43
Year 7	73682	AUTO TAGGING LICENSE	59	\$6,715.43	\$0.00	\$6,715.43
Year 7	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	100	\$695.57	\$0.00	\$695.57
Year 7	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	59	\$17,907.80	\$0.00	\$17,907.80
Year 7	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$316.17	\$0.00	\$316.17
Year 7	85055	AXON FULL SERVICE	1	\$2,821.81	\$0.00	\$2,821.81
Year 7	AB3C	AB3 Camera Bundle	68	\$5,367.70	\$0.00	\$5,367.70
Year 7	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$1,381.78	\$0.00	\$1,381.78
Year 7	BasicLicense	Basic License Bundle	62	\$14,113.78	\$0.00	\$14,113.78
Year 7	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	8	\$2,651.77	\$0.00	\$2,651.77
Year 7	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	68	\$21,981.07	\$0.00	\$21,981.07
Year 7	ProLicense	Pro License Bundle	4	\$2,368.48	\$0.00	\$2,368.48
Total				\$83,036.79	\$0.00	\$83,036.79

May 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	73478	REDACTION ASSISTANT USER LICENSE	59	\$6,984.04	\$0.00	\$6,984.04
Year 8	73682	AUTO TAGGING LICENSE	59	\$6,984.04	\$0.00	\$6,984.04
Year 8	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	100	\$723.39	\$0.00	\$723.39
Year 8	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	59	\$18,624.12	\$0.00	\$18,624.12
Year 8	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$328.82	\$0.00	\$328.82
Year 8	85055	AXON FULL SERVICE	1	\$2,934.68	\$0.00	\$2,934.68
Year 8	AB3C	AB3 Camera Bundle	68	\$5,582.41	\$0.00	\$5,582.41
Year 8	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$1,437.05	\$0.00	\$1,437.05
Year 8	BasicLicense	Basic License Bundle	62	\$14,678.33	\$0.00	\$14,678.33
Year 8	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	8	\$2,757.84	\$0.00	\$2,757.84
Year 8	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	68	\$22,860.32	\$0.00	\$22,860.32
Year 8	ProLicense	Pro License Bundle	4	\$2,463.22	\$0.00	\$2,463.22
Total				\$86,358.26	\$0.00	\$86,358.26

May 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	73478	REDACTION ASSISTANT USER LICENSE	59	\$7,263.41	\$0.00	\$7,263.41
Year 9	73682	AUTO TAGGING LICENSE	59	\$7,263.41	\$0.00	\$7,263.41
Year 9	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	100	\$752.33	\$0.00	\$752.33
Year 9	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	59	\$19,369.08	\$0.00	\$19,369.08

May 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$341.97	\$0.00	\$341.97
Year 9	85055	AXON FULL SERVICE	1	\$3,052.07	\$0.00	\$3,052.07
Year 9	AB3C	AB3 Camera Bundle	68	\$5,805.71	\$0.00	\$5,805.71
Year 9	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$1,494.53	\$0.00	\$1,494.53
Year 9	BasicLicense	Basic License Bundle	62	\$15,265.46	\$0.00	\$15,265.46
Year 9	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	8	\$2,868.15	\$0.00	\$2,868.15
Year 9	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	68	\$23,774.73	\$0.00	\$23,774.73
Year 9	ProLicense	Pro License Bundle	4	\$2,561.75	\$0.00	\$2,561.75
Total				\$89,812.60	\$0.00	\$89,812.60

Attachment: Buffalo Grove BWC - 10 Year Updated (O-2023-29 : Body Cameras)

May 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	73478	REDACTION ASSISTANT USER LICENSE	59	\$7,553.94	\$0.00	\$7,553.94
Year 10	73682	AUTO TAGGING LICENSE	59	\$7,553.94	\$0.00	\$7,553.94
Year 10	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	100	\$782.43	\$0.00	\$782.43
Year 10	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	59	\$20,143.84	\$0.00	\$20,143.84
Year 10	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$355.64	\$0.00	\$355.64
Year 10	85055	AXON FULL SERVICE	1	\$3,174.14	\$0.00	\$3,174.14
Year 10	AB3C	AB3 Camera Bundle	68	\$6,037.95	\$0.00	\$6,037.95
Year 10	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$1,554.34	\$0.00	\$1,554.34
Year 10	BasicLicense	Basic License Bundle	62	\$15,876.07	\$0.00	\$15,876.07
Year 10	BWCamMBDTAP10Year	Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle	8	\$2,982.87	\$0.00	\$2,982.87
Year 10	BWCamTAP10Yr	Body Worn Camera TAP 10 Year Bundle	68	\$24,725.71	\$0.00	\$24,725.71
Year 10	ProLicense	Pro License Bundle	4	\$2,664.23	\$0.00	\$2,664.23
Total				\$93,405.10	\$0.00	\$93,405.10

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/2/2023



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-455235-44987.497JS

Issued: 03/02/2023

Quote Expiration: 04/01/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 227229

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-46 Raupp Blvd 46 Raupp Blvd Buffalo Grove, IL 60089-2139 USA	Buffalo Grove Police Dept. - IL 46 Raupp Blvd Buffalo Grove, IL 60089-2139 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jen Skouson Phone: Email: jskouson@axon.com Fax:	Brian Budds Phone: (847) 459-2560 Email: Fax: (847) 459-0201

Quote Summary

Program Length	120 Months
TOTAL COST	\$570,794.40
ESTIMATED TOTAL W/ TAX	\$570,794.40

Discount Summary

Average Savings Per Year	\$9,857.76
TOTAL SAVINGS	\$98,577.60

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$47,542.01	\$0.00	\$47,542.01
Jan 2025	\$49,443.68	\$0.00	\$49,443.68
Jan 2026	\$51,421.43	\$0.00	\$51,421.43
Jan 2027	\$53,478.27	\$0.00	\$53,478.27
Jan 2028	\$55,617.42	\$0.00	\$55,617.42
Jan 2029	\$57,842.12	\$0.00	\$57,842.12
Jan 2030	\$60,155.80	\$0.00	\$60,155.80
Jan 2031	\$62,562.03	\$0.00	\$62,562.03
Jan 2032	\$65,064.50	\$0.00	\$65,064.50
Jan 2033	\$67,667.14	\$0.00	\$67,667.14
Total	\$570,794.40	\$0.00	\$570,794.40

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

\$669,372.00
\$630,748.81
\$570,794.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A10Yr	Fleet 3 Advanced 10 Year	22	120	\$253.55	\$238.92	\$216.21	\$570,794.40	\$0.00	\$570,794.40
Total							\$570,794.40	\$0.00	\$570,794.40

Attachment: Buffalo Grove Fleet 3 - 10 Year Updated (O-2023-29 : Body Cameras)

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced 10 Year	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	22	01/15/2024
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL UNIT	22	01/15/2024
Fleet 3 Advanced 10 Year	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	22	01/15/2024
Fleet 3 Advanced 10 Year	72034	FLEET SIM INSERTION, VZW	22	01/15/2024
Fleet 3 Advanced 10 Year	72036	FLEET 3 STANDARD 2 CAMERA KIT	22	01/15/2024
Fleet 3 Advanced 10 Year	72040	FLEET REFRESH, 2 CAMERA KIT	22	01/15/2029
Fleet 3 Advanced 10 Year	72040	FLEET REFRESH, 2 CAMERA KIT	1	01/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80400	FLEET, VEHICLE LICENSE	22	02/01/2024	01/31/2034
Fleet 3 Advanced 10 Year	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	22	02/01/2024	01/31/2034
Fleet 3 Advanced 10 Year	80402	RESPOND DEVICE LICENSE - FLEET 3	22	02/01/2024	01/31/2034
Fleet 3 Advanced 10 Year	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	44	02/01/2024	01/31/2034

Services

Bundle	Item	Description	QTY	QTY
Fleet 3 Advanced 10 Year	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	22	22
Fleet 3 Advanced 10 Year	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	22	22

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80379	EXT WARRANTY, AXON SIGNAL UNIT	22	02/01/2024	01/31/2034
Fleet 3 Advanced 10 Year	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	22	01/15/2025	01/31/2034

Payment Details

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	22	\$47,542.01	\$0.00	\$47,542.01
Total				\$47,542.01	\$0.00	\$47,542.01

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	22	\$49,443.68	\$0.00	\$49,443.68
Total				\$49,443.68	\$0.00	\$49,443.68

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	22	\$51,421.43	\$0.00	\$51,421.43
Total				\$51,421.43	\$0.00	\$51,421.43

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	22	\$53,478.27	\$0.00	\$53,478.27
Total				\$53,478.27	\$0.00	\$53,478.27

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	22	\$55,617.42	\$0.00	\$55,617.42
Total				\$55,617.42	\$0.00	\$55,617.42

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	22	\$57,842.12	\$0.00	\$57,842.12
Total				\$57,842.12	\$0.00	\$57,842.12

Jan 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	22	\$60,155.80	\$0.00	\$60,155.80
Total				\$60,155.80	\$0.00	\$60,155.80

Jan 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	22	\$62,562.03	\$0.00	\$62,562.03
Total				\$62,562.03	\$0.00	\$62,562.03

Jan 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	22	\$65,064.50	\$0.00	\$65,064.50
Total				\$65,064.50	\$0.00	\$65,064.50

Jan 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	22	\$67,667.14	\$0.00	\$67,667.14
Total				\$67,667.14	\$0.00	\$67,667.14

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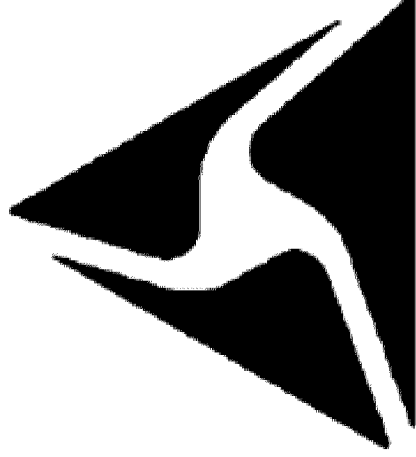
Acceptance of Terms:

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Signature

Date Signed

3/2/2023



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Buffalo Grove Police Dept. - IL the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

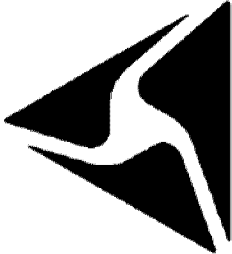
Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each component, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737



Q-392976-44982.017AH

Issued: 02/24/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 10/15/2023

Account Number: 227229

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-46 Raupp Blvd 46 Raupp Blvd Buffalo Grove, IL 60089-2139 USA	Buffalo Grove Police Dept. - IL 46 Raupp Blvd Buffalo Grove, IL 60089-2139 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jen Skouson Phone: Email: jskouson@axon.com Fax:	Michael Szos Phone: 8474595590 Email: mszos@vbg.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$56,584.45
ESTIMATED TOTAL W/ TAX	\$56,584.45

Discount Summary

Average Savings Per Year	\$3,879.72
TOTAL SAVINGS	\$19,398.60

Payment Summary

Date	Subtotal	Tax	Total
Sep 2023	\$10,446.99	\$0.00	\$10,446.99
Sep 2024	\$10,864.90	\$0.00	\$10,864.90
Sep 2025	\$11,299.51	\$0.00	\$11,299.51
Sep 2026	\$11,751.49	\$0.00	\$11,751.49
Sep 2027	\$12,221.56	\$0.00	\$12,221.56
Total	\$56,584.45	\$0.00	\$56,584.45

Attachment: Buffalo Grove IR (O-2023-29 : Body Cameras)

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

\$75,983.05
\$69,004.41
\$56,584.41

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
IR1CB	Interview Room 1 Camera Essential	3	60	\$395.58	\$356.81	\$287.81	\$51,805.80	\$0.00	\$51,805.8
A la Carte Hardware									
50267	INTERVIEW - IO MODULE	1			\$564.00	\$564.00	\$564.00	\$0.00	\$564.0
50265	INTERVIEW - IO RED LED	3			\$33.33	\$33.33	\$99.99	\$0.00	\$99.9
50258	INTERVIEW - IO MODULE CABINET	1			\$346.67	\$346.67	\$346.67	\$0.00	\$346.6
50433	INTERVIEW - IO PUSH BUTTON	3			\$89.33	\$89.33	\$267.99	\$0.00	\$267.9
A la Carte Services									
50432	INTERVIEW - SERVICE - IO PUSH BUTTON INSTALLATION	3			\$500.00	\$500.00	\$1,500.00	\$0.00	\$1,500.0
50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1			\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.0
50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	2			\$500.00	\$500.00	\$1,000.00	\$0.00	\$1,000.0
Total							\$56,584.45	\$0.00	\$56,584.4

Attachment: Buffalo Grove IR (O-2023-29 : Body Cameras)

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Interview Room 1 Camera Essential	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3	09/15/2023
Interview Room 1 Camera Essential	50298	INTERVIEW - CAMERA - OVERT DOME	3	09/15/2023
Interview Room 1 Camera Essential	50322	INTERVIEW - TOUCH PANEL PRO	3	09/15/2023
Interview Room 1 Camera Essential	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	3	09/15/2023
A la Carte	50258	INTERVIEW - IO MODULE CABINET	1	09/15/2023
A la Carte	50265	INTERVIEW - IO RED LED	3	09/15/2023
A la Carte	50267	INTERVIEW - IO MODULE	1	09/15/2023
A la Carte	50433	INTERVIEW - IO PUSH BUTTON	3	09/15/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Essential	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	3	10/15/2023	10/14/2028
Interview Room 1 Camera Essential	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	10/15/2023	10/14/2028
Interview Room 1 Camera Essential	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	10/15/2023	10/14/2028
Interview Room 1 Camera Essential	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	10/15/2023	10/14/2028
Interview Room 1 Camera Essential	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	3	10/15/2023	10/14/2028
Interview Room 1 Camera Essential	73840	EVIDENCE.COM BASIC ACCESS LICENSE	1	10/15/2023	10/14/2028

Services

Bundle	Item	Description	QTY	QTY
Interview Room 1 Camera Essential	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)		3
A la Carte	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI		1
A la Carte	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION		2
A la Carte	50432	INTERVIEW - SERVICE - IO PUSH BUTTON INSTALLATION		3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Essential	50448	EXT WARRANTY, INTERVIEW ROOM	3	09/15/2024	10/14/2028

Payment Details

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	50258	INTERVIEW - IO MODULE CABINET	1	\$64.00	\$0.00	\$64.00
Year 1	50265	INTERVIEW - IO RED LED	3	\$18.45	\$0.00	\$18.45
Year 1	50267	INTERVIEW - IO MODULE	1	\$104.13	\$0.00	\$104.13
Year 1	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	\$184.63	\$0.00	\$184.63
Year 1	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	2	\$184.63	\$0.00	\$184.63
Year 1	50432	INTERVIEW - SERVICE - IO PUSH BUTTON INSTALLATION	3	\$276.94	\$0.00	\$276.94
Year 1	50433	INTERVIEW - IO PUSH BUTTON	3	\$49.47	\$0.00	\$49.47
Year 1	IR1CB	Interview Room 1 Camera Essential	3	\$9,564.74	\$0.00	\$9,564.74
Total				\$10,446.99	\$0.00	\$10,446.99

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	50258	INTERVIEW - IO MODULE CABINET	1	\$66.56	\$0.00	\$66.56
Year 2	50265	INTERVIEW - IO RED LED	3	\$19.20	\$0.00	\$19.20
Year 2	50267	INTERVIEW - IO MODULE	1	\$108.29	\$0.00	\$108.29
Year 2	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	\$192.01	\$0.00	\$192.01
Year 2	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	2	\$192.01	\$0.00	\$192.01
Year 2	50432	INTERVIEW - SERVICE - IO PUSH BUTTON INSTALLATION	3	\$288.02	\$0.00	\$288.02
Year 2	50433	INTERVIEW - IO PUSH BUTTON	3	\$51.46	\$0.00	\$51.46
Year 2	IR1CB	Interview Room 1 Camera Essential	3	\$9,947.35	\$0.00	\$9,947.35
Total				\$10,864.90	\$0.00	\$10,864.90

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50258	INTERVIEW - IO MODULE CABINET	1	\$69.23	\$0.00	\$69.23
Year 3	50265	INTERVIEW - IO RED LED	3	\$19.97	\$0.00	\$19.97
Year 3	50267	INTERVIEW - IO MODULE	1	\$112.63	\$0.00	\$112.63
Year 3	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	\$199.69	\$0.00	\$199.69
Year 3	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	2	\$199.69	\$0.00	\$199.69
Year 3	50432	INTERVIEW - SERVICE - IO PUSH BUTTON INSTALLATION	3	\$299.54	\$0.00	\$299.54
Year 3	50433	INTERVIEW - IO PUSH BUTTON	3	\$53.52	\$0.00	\$53.52
Year 3	IR1CB	Interview Room 1 Camera Essential	3	\$10,345.24	\$0.00	\$10,345.24
Total				\$11,299.51	\$0.00	\$11,299.51

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50258	INTERVIEW - IO MODULE CABINET	1	\$72.00	\$0.00	\$72.00
Year 4	50265	INTERVIEW - IO RED LED	3	\$20.77	\$0.00	\$20.77
Year 4	50267	INTERVIEW - IO MODULE	1	\$117.13	\$0.00	\$117.13
Year 4	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	\$207.68	\$0.00	\$207.68
Year 4	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	2	\$207.68	\$0.00	\$207.68

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50432	INTERVIEW - SERVICE - IO PUSH BUTTON INSTALLATION	3	\$311.52	\$0.00	\$311.52
Year 4	50433	INTERVIEW - IO PUSH BUTTON	3	\$55.66	\$0.00	\$55.66
Year 4	IR1CB	Interview Room 1 Camera Essential	3	\$10,759.05	\$0.00	\$10,759.05
Total				\$11,751.49	\$0.00	\$11,751.49

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	50258	INTERVIEW - IO MODULE CABINET	1	\$74.88	\$0.00	\$74.88
Year 5	50265	INTERVIEW - IO RED LED	3	\$21.60	\$0.00	\$21.60
Year 5	50267	INTERVIEW - IO MODULE	1	\$121.82	\$0.00	\$121.82
Year 5	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	\$215.99	\$0.00	\$215.99
Year 5	50431	INTERVIEW - SERVICE - IO ADDITIONAL LED INSTALLATION	2	\$215.99	\$0.00	\$215.99
Year 5	50432	INTERVIEW - SERVICE - IO PUSH BUTTON INSTALLATION	3	\$323.98	\$0.00	\$323.98
Year 5	50433	INTERVIEW - IO PUSH BUTTON	3	\$57.88	\$0.00	\$57.88
Year 5	IR1CB	Interview Room 1 Camera Essential	3	\$11,189.42	\$0.00	\$11,189.42
Total				\$12,221.56	\$0.00	\$12,221.56

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

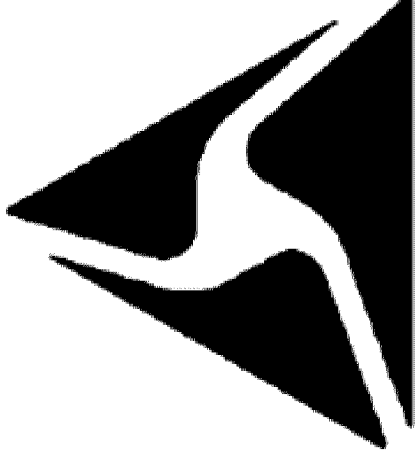
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/24/2023



Attachment: Buffalo Grove IR (O-2023-29 : Body Cameras)



Ordinance No. O-2023-30 : Ordinance Authorizing the Lease and Maintenance of Cardiac Monitors from Zoll Medical Corporation

Recommendation of Action

Staff recommends approval, subject to the final review and approval by the Village Attorney.

Pending legal review and approval, staff recommends the Village Board authorize 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 over 10 years (\$72,493.19 annually) plus an 8% contingency with authorization of the Village Manager.

ATTACHMENTS:

- Zoll Memo (DOCX)
- Zoll 1 Ord (DOCX)
- Buffalo_Grove_Fire_Department_-_ZOLL_ONE_Program_Master_Agreement_3-13-23 (PDF)

Trustee Liaison

Pike

Staff Contact

Mike Baker, Fire

Monday, March 20, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 16, 2023

TO: Dane Bragg, Village Manager

FROM: Lawrence Kane, Deputy Fire Chief
Tina Hayes, EMS Coordinator

RE: Zoll Cardiac Monitor Program Analysis

RECOMMENDATION

Staff recommends that the Village enter into a 10-year lease with the Zoll-1 program for cardiac monitors. The proposed 10-year lease program provides stability in costs and maintenance, offers the latest technology and saves the Village approximately \$120,144 over the 10-year term of the contract versus purchasing.

BACKGROUND INFORMATION

The Buffalo Grove Fire Department (BGFD) has historically purchased cardiac monitors manufactured by Zoll as part of its required Advanced Life Support equipment. BGFD maintains a total inventory of eight cardiac monitors. The cardiac monitors are used on most every ambulance request to perform procedures such as measuring blood pressure, checking heart rates, monitoring the heart's function, and gauging the efficiency of the patient's breathing.

On average, the cardiac monitors have a useful life of 5-years and the Village is scheduled to replace four monitors in FY24 (2023 purchase) and the remaining four monitors in FY25 (2024 purchase). In addition, the Village is required to have an annual maintenance/repair contract for the monitors which averages about \$7,000/year with a 3% annual escalator.

In an effort to combat rising costs, costly repairs, supply chain issues, as well as technology out pacing production, Zoll has created a combined lease/maintenance program. This program provides an opportunity to lease eight monitors for a flat annual fee over the next 10-years. The costs of the lease also includes all maintenance and repair over the 10-year term.

PURCHASE VERSUS LEASE

Purchase Option

Currently, the Village has the opportunity to purchase four monitors scheduled for replacement in FY24 for \$39,000, prior to the price increasing on April 1, 2023. Based on staff's analysis of past purchases of the monitors, we project, on average, the monitors will increase

approximately 5.5% each year after 2024. The following is a summary of the estimated total 10-year costs should the Village proceed with a purchase:

Year	Unit Costs	Annual Maintenance	Total Annual
2023	\$156,000	\$7,056	\$163,056
2024	\$171,600	\$7,268	\$178,868
2025		\$7,486	\$7,486
2026		\$7,710	\$7,710
2027		\$7,942	\$7,942
2028	\$212,582	\$8,180	\$220,762
2029	\$224,274	\$8,425	\$232,700
2030		\$8,678	\$8,678
2031		\$8,938	\$8,938
2032		\$9,206	\$9,206
Total			\$845,346

Table 1- Purchase Option

As shown in *Table 1* above, the Village could purchase four monitors in 2023 and the remaining four monitors in 2024. Give the 5-year life span, monitors would again have to be purchased in 2028 and 2029. When factoring in the annual maintenance and repair contract, the total 10-year cost is approximately **\$845,346**.

Lease Option

As an alternative to purchasing the cardiac monitors, Zoll has developed a lease/maintenance program whereby the Village could enter into a 10-year lease with Zoll for a flat annual fee of \$72,493 or a total of **\$724,932** over the next 10-years. The lease would provide the Village eight new monitors and also cover all costs associated with service/maintenance, batteries, one-site repair and loaners should a monitor go out of service. Furthermore, as a member of the lease program, the Village would receive an additional 7% discount on our consumable equipment such as Zoll paper and Pulse Ox Cables.

The proposed lease program would save the Village approximately \$120,144. This savings is mostly due to the fact that we would no longer have to pay a separate annual maintenance contract nor be subject to price hikes due to inflation.

ACTION REQUESTED

Staff recommends that the Village enter into a 10-year lease with the Zoll-1 program for cardiac monitors. Staff believes the Zoll-1 lease/maintenance program is the best option as it saves the Village significant dollars over the 10-year period as well as provide a stability in price without the impacts of future inflation and supply chain issues.

ORDINANCE 2023-_____**AN ORDINANCE AUTHORIZING THE LEASE AND MAINTENANCE OF CARDIAC MONITORS FROM ZOLL MEDICAL CORPORATION.**

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

WHEREAS, the Village of Buffalo Grove Fire Department requires functioning cardiac monitors to be used to render emergency care; 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 enter into an agreement with Zoll Medical Corporation's Zoll One Program for a term of 10 years for the lease and maintenance of cardiac monitors in an amount not to exceed \$724,931.90 plus an 8% contingency which shall only be used with approval of the Village Manager, pending review and approval of the agreement 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

Attachment: Zoll 1 Ord (O-2023-30 : Zoll 1 Program Service Agreement)

ZOLL ONE PROGRAM MASTER AGREEMENT

This ZOLL ONE PROGRAM MASTER AGREEMENT, including all attachments attached hereto and hereby made a part hereof ("Master Agreement"), is entered into by and between ZOLL Medical Corporation, a Massachusetts corporation with its principal place of business at 269 Mill Road, Chelmsford, MA 01824 ("Lessor"), and Buffalo Grove Fire Department ("Lessee"). This agreement will be effective upon the date of last signature ("Effective Date").

1. MASTER AGREEMENT; SCHEDULES. Lessor hereby leases to Lessee and Lessee leases from Lessor the equipment ("Equipment") described in any Equipment Schedule executed from time to time by Lessor and Lessee, the form of which is attached as Exhibit A hereto (the "Schedule" or "Schedules"), upon the terms and conditions set forth in this Master Agreement and the Schedules. In addition to leasing the Equipment, Lessor will also provide Lessee with RescueNet® CaseReview pursuant to the terms and conditions of the ALS/BLS Software Solutions Master Application Service Provider Agreement attached as Exhibit B hereto (the "ASP Agreement"). In the event of any conflict between the terms and conditions contained in this Master Agreement and the terms and conditions contained in the ASP Agreement, the terms and conditions in Exhibit B shall control.

2. TERM. The initial term of this Master Agreement shall be ten (10) years ("Term") commencing and concurred as set forth by the Rental Term (defined hereinafter) for the first Schedule that applies to this Master Agreement. However, no termination by the Lessee of this Master Agreement shall be effective with respect to any Schedule until the expiration or termination of such Schedule and the satisfaction by Lessee of all of its obligations hereunder with respect thereto.

3. RENT; LATE CHARGES. As rent for the Equipment, Lessee agrees to pay the amounts specified in the applicable Schedule on the due dates specified therein ("Rent"). If any part of any Rent payment or other amount due under this Master Agreement is not paid within five (5) days of its due date, Lessee agrees to pay Lessor a charge for every month after the first month in which the amount is late to compensate Lessor for the inability to reinvest the amount, which charge is stipulated and liquidated at 1.5% of the delayed amount per month (or the lesser rate that is the maximum rate allowable under applicable law) in addition to the unpaid amount.

4. NON-CANCELABLE; WAIVER OF DEFENSES TO PAYMENT. Lessee agrees that it has an absolute and unconditional obligation to pay all Rent and other amounts when due. Lessee is not entitled to abate, reduce or recoup Rent or any other amount due, or to set off any charge against any such amount for any reason whatsoever. Lessee hereby waives any recoupment, crossclaim, counterclaim, or any other defense at law or in equity to any Rent payment due with respect to any Schedule. There is no "test period" for Equipment that would delay acceptance or the commencement of any Schedule term.

5. EQUIPMENT RETURN REQUIREMENTS. Upon expiration or earlier termination of this Master Agreement or an applicable Schedule, Lessee shall either (a) return the Equipment in accordance with this Section or (b) purchase the Equipment at the Fair Market Value as set forth in Section 8, in which case right, title and interest shall transfer to Lessee upon payment. In the event Lessee elects to return the Equipment to Lessor, such return must be made within sixty (60) days of the end of the applicable Rental Term or promptly upon Lessee receiving replacement Equipment, whichever occurs first. If Lessee fails to return Equipment to Lessor under the terms set forth in this section, then Lessee shall pay two times (2x) the monthly fee until the Equipment is received by Lessor. For all Equipment returned to Lessor, Lessee shall (a) remove any Lessee labels, tags or other non-factory markings on the Equipment and wipe clean or permanently delete all data contained on the Equipment, including, any data contained on internal or external drives, discs, or accompanying media, (b) pack the Equipment in accordance with the Lessor's guidelines, and (c) deliver such Equipment to Lessor at any destination within the continental United States designated by Lessor. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. All Equipment shall be returned to Lessor in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted. The return of the Equipment shall constitute a full release by Lessee of any leasehold rights or possessory interest in the Equipment.

6. EQUIPMENT USE; MAINTENANCE AND ADDITIONS. Lessee shall, at all times during the applicable Rental Term (a) operate and maintain the Equipment in good working order, repair and condition, and in accordance with the manufacturer's specifications and recommendations and, all applicable laws and regulations, and (b) purchase and use only accessories provided by Lessor for use with the Equipment. The ZOLL Worry-Free Service Plan described in Exhibit C is included in Rent. In the event of any conflict between the terms and conditions contained in this Master Agreement and the terms and conditions contained in Exhibit C (Worry-Free Service Plan), the terms and conditions in Exhibit C shall control. Lessee shall make no alterations or additions to the Equipment, except those that will not result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value or use of the Equipment either at the time made or at the end of the Rental Term of the applicable Schedule, and that are readily removable without damage to the Equipment. Any such alterations or additions may void the Worry-Free Service Plan. Additionally, Lessor shall not be responsible for any Equipment defect or failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Lessee without prior written approval of Lessor; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by Lessor; (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by Lessor; or (v) installation or wiring of the Equipment other than in accordance with Lessor's instructions. EXCEPT FOR THE WARRANTY SET FORTH IN LESSOR'S STANDARD PRODUCT WARRANTY, WITH RESPECT TO THE EQUIPMENT, IS EXCLUSIVE, AND LESSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT.

7. EQUIPMENT OWNERSHIP; LOCATION. Lessor is the sole owner of the Equipment and has sole title thereto. Lessee may not relocate any Equipment from the Equipment location specified in the applicable Schedule without the prior written consent of Lessor.

8. RISK OF LOSS AND INSURANCE. Lessee assumes any and all risk of loss or damage to the Equipment until such Equipment is returned to and received by Lessor in accordance with the terms and conditions of this Master Agreement. Lessee agrees to keep the Equipment insured at Lessee's expense against all risks of loss from any cause whatsoever, including, without limitation, loss by fire (including extended coverage), theft and damage, in an amount not less than (a) the sum of all Rent and other amounts due and owing with respect to such Equipment for the duration of the applicable Rental Term, plus the estimated total retail price that would be paid for such Equipment in an arm's length transaction ("Fair Market Value") as of the actual date the Schedule expires or is terminated, as applicable ("Stipulated Loss Value") or (b) with respect to any other Equipment, the replacement value thereof. Lessee also agrees that it shall carry commercial general liability insurance in an amount not less than \$5,000,000 total liability per occurrence. Lessee shall cause Lessor and its affiliates, and its and their successors and assigns, to be named loss payees with respect to property insurance and additional insureds with respect to commercial general liability insurance. Each policy shall provide that the insurance cannot be canceled without at least thirty (30) days' prior written notice to Lessor. In the event of loss or claim, Lessee will be responsible for all deductibles and/or retentions. All insurance required by this Master Agreement shall include a waiver of rights of recovery against Lessor and its insurers by the Lessee and its insurers, as well as a waiver of subrogation against Lessor and its insurers. All insurance required by this Master Agreement is primary and non-contributory to any other insurance maintained by Lessor. Lessee shall provide to Lessor (i) on or prior to the delivery date for each Schedule ("Delivery Date"), and from time to time thereafter throughout the Rental Term of each Schedule, certificates of insurance evidencing such insurance coverage, and (ii) upon Lessor's request, copies of the insurance policies. If Lessee fails to provide Lessor with such evidence, then Lessor will have the right, but not the obligation, to purchase such insurance protecting Lessor at Lessee's expense. Lessee's expense shall include the full premium paid for such insurance and any customary charges, costs or fees of Lessor, including but not limited to deductibles and retentions in the event of loss. Lessee agrees to pay such amounts in substantially equal installments allocated to each Rent payment.

9. CASUALTY LOSS. Lessee shall notify Lessor of any condemnation, taking, loss, destruction, theft or damage beyond repair of Equipment ("Casualty Loss") or repairable damage to any Equipment not later than five (5) days following the date of any such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss. In the event of any repairable damage to any Equipment, the Rental Term shall continue with respect to such Equipment without any abatement of Rent and Lessee shall at its expense cause such Equipment to be repaired to the condition it is required to be maintained in pursuant to Section 5 not later than thirty (30) days from the date of the occurrence.

10. INSPECTION. Lessor and Lessor's agents shall have the right, from time to time, with prior notice to Lessee, during Lessee's normal business hours, and without disruption to Lessee's operations, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment.

11. TAXES. Lessor shall report and pay all license and registration fees and all taxes, fees, levies, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) ("Taxes") now or hereafter imposed or assessed by governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Schedule, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be reported and paid by Lessee ("Lessee Taxes"). Lessee shall within ten (10) days of receipt of invoice reimburse Lessor for all such Lessee Taxes paid by Lessor, together with any penalties or interest in connection therewith attributable to Lessee's acts or failure to act, excluding: (a) Lessee Taxes on or measured by the overall gross or net income of Lessor, (b) as to any Schedule or the related Equipment, Lessee Taxes attributable to the period after the return of such Equipment to Lessor, and (c) Lessee Taxes imposed as a result of a sale or other transfer by Lessor of any portion of its interest in any Schedule or in any Equipment, except for a sale or other transfer to Lessee or a sale or other transfer occurring after and during the continuance of any Lessee Default.

12. GENERAL INDEMNITY. To the extent permitted by applicable law, Lessee shall indemnify, defend, and hold harmless Lessor, its employees, officers, directors, agents and assignees from and against any and all claims arising out of or in connection with such claims resulting from the Lessee's negligent acts or omissions, intentional misconduct, or misuse of the Equipment provided under any Schedule. Lessor agrees to indemnify Lessee or any of its agents and assigns for any third party claims to the extent such claim is directly caused by a defect in Equipment provided by Lessor to Lessee under this Agreement or any Schedule.

13. TAX BENEFIT INDEMNITY. Lessor and Lessee agree that Lessor is entitled to certain federal, state and local tax benefits available to an owner of Equipment (collectively, "Tax Benefits"). Lessee represents, warrants, and covenants to Lessor that (a) all Equipment will be used solely within the United States; and (b) Lessee will take no position inconsistent with the assumption that Lessor is the owner of the Equipment for federal, state, and local tax purposes. If, due to any act or omission of Lessee or any party acting through Lessee, or the breach or inaccuracy of any representation, warranty or covenant of Lessee contained the Master Agreement, Lessor reasonably determines that it cannot claim, is not allowed to claim, loses or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Schedule (a "Tax Loss"), then Lessee shall, promptly upon demand pay to Lessor an amount sufficient to provide Lessor the same after-tax rate of return and aggregate after-tax cash flow through the end of the then-applicable Rental Term of such Schedule that Lessor would have realized but for such Tax Loss except where the Lessor would not be entitled to such Tax Benefits.

14. LIMITATION OF LIABILITY. LESSEE EXPRESSLY AGREES THAT LESSOR SHALL NOT BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER; DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE; LOSS OF USE OF LESSEE'S MATERIAL, EQUIPMENT OR SYSTEMS; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, OR CLAIMS OF CUSTOMERS OF LESSEE. LESSEE EXPRESSLY AGREES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY

OF LESSOR UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO LESSOR UNDER THIS MASTER AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS MASTER AGREEMENT.

15. LESSEE REPRESENTATIONS AND COVENANTS. Lessee represents, warrants and covenants to Lessor that as of the date of this Master Agreement and for so long as this Master Agreement shall remain in effect: (a) all Equipment will be used by properly trained representatives of Lessee; (b) Lessee is duly organized and validly existing under applicable law in its jurisdiction of formation; (c) Lessee has the power and authority to enter into this Master Agreement; (d) the execution, delivery and performance of the Master Agreement by Lessee have been duly authorized; (e) the execution, delivery and performance of the Master Agreement by Lessee do not (1) conflict with any of Lessee's organizational documents, (2) contravene, conflict with, constitute a default under or violate any laws applicable to the Lessee, (3) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any governmental authority by which Lessee or any of its subsidiaries or any of their property or assets may be bound or affected or (4) require any action by, filing, registration, or qualification with, or governmental approval from, any governmental authority not already obtained or completed; (f) the Master Agreement is enforceable against Lessee in accordance with its terms and such terms do not violate or create a default under any instrument or agreement binding on Lessee; (g) as of the date of its execution of this Master Agreement and as of the Delivery Date of any Equipment, there are no pending or threatened actions or proceedings before any court, administrative agency or other governmental authority related to this Master Agreement or the power or authority of Lessee to enter into this Master Agreement; (h) Lessee shall comply with the requirements of all applicable laws and regulations; (i) the Master Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (j) all financial statements and other related information furnished by Lessee shall fairly present Lessee's financial position as of the dates given on such statements; (k) Lessee's name set forth in the signature block below is Lessee's full and accurate legal name; (l) Lessee's form and jurisdiction of organization, "location" (within the meaning of UCC Section 9-307), organization number and federal tax identification number are as set forth on Exhibit D hereto. Lessee agrees to provide Lessor advance written notice of any change in any of the representations and covenants set forth in clauses (g) through (l) of this Section 15.

16. FORCE MAJEURE. If the performance of any obligation under this Agreement by Lessor is prevented, restricted, or interfered with by reason of war, civil commotion, disruption in the supply chain, acts of public enemies, blockade, embargo, strikes, any law, order, proclamation, regulation, ordinance, demand, or requirement having a legal effect of any government or any judicial authority or representative of any such government, which is beyond the reasonable control of the Lessor, then the Lessor shall, upon giving prior written notice to the Lessee, be excused from such performance to the extent of such prevention, restriction, or interference, provided that the Lessor shall use reasonable commercial efforts to avoid or remove such causes of non-performance and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. The Lessor shall not be in default if any delay or failure to perform any obligation hereunder is caused by events beyond such party's control.

17. DEFAULT. Any of the following shall constitute a default by Lessee under this Master Agreement and all Schedules: (a) Lessee fails to pay any Rent payment or any other amount payable to Lessor under this Master Agreement or any Schedule on the date due and notice was provided by Lessor to Lessee of overdue amount and Lessee fails to make payment of amount due within fifteen (15) days after such notice; or (b) Lessee defaults on or breaches any of the other terms and conditions of the Master Agreement or any Schedules; or (c) any representation or warranty made by Lessee in the Master Agreement proves to be incorrect, false or misleading when made or deemed made; or (d) any change occurs in relation to the business, management, ownership or financial condition of Lessee or any guarantor of all or any portion of Lessee's obligations under the Master Agreement or any Schedule ("Guarantor") that would have a material adverse effect on Lessee's ability to perform its obligations under this Master Agreement or any Schedule or Guarantor's ability to perform its obligations under its guaranty; or (e) Lessee or Guarantor dissolves or otherwise terminates its existence, ceases to do business or becomes insolvent or fails generally to pay its debts as they become due after notice is provided by Lessor to Lessee of overdue amount and Lessee fails to make payment of amount due within fifteen (15) days of such notice; or (f) any Equipment is levied against, seized or attached; or (g) Lessee or Guarantor makes an assignment for the benefit of creditors; or (h) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency or receivership law is filed by or against Lessee or Guarantor (and, if such proceeding is involuntary, it is not dismissed within sixty (60) days after the filing thereof) or Lessee or Guarantor takes any action to authorize any of the foregoing matters; or (i) any letter of credit or guaranty issued in support of a Schedule is revoked, breached, cancelled or terminated (unless consented to in advance in writing by Lessor); or (j) any Guarantor fails to fulfill its obligations in favor of Lessor pursuant to its guaranty; or (k) Lessee merges or consolidates with any other corporation or entity, or sells, rents or disposes of all or substantially all of its assets without the prior written consent of Lessor (each a "Lessee Default").

18. REMEDIES. If a Lessee Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due in the current year under any or all Schedules to be immediately due and payable; (b) terminate this Master Agreement or any Schedule; (c) take possession of, or render unusable, any Equipment wherever such Equipment may be located, without demand or notice and without any court order or other process of law, and no such action shall constitute a termination of any Schedule; (d) require Lessee to deliver the Equipment to a location specified by Lessor or allow Lessor access to retrieve such Equipment; (e) terminate any other agreement that Lessor may have with Lessee; or (f) exercise any other right or remedy available to Lessor at law or in equity. To the extent permitted by law, Lessee shall pay Lessor all costs and expenses that Lessor may incur to maintain, safeguard or preserve the Equipment, and other expenses incurred by Lessor in enforcing any of the terms, conditions or provisions of this Master Agreement (including legal fees and collection agency costs). Upon repossession or surrender of any Equipment, Lessor may rent, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof to the amounts owed to Lessor hereunder. Any proceeds of any sale or rent of such Equipment in excess of the amounts owed to Lessor hereunder shall be retained by Lessor. Lessee agrees that with respect to any notice of a sale required by law to be given, ten (10) days' notice shall constitute reasonable notice. Upon payment of all past due Rent and the Stipulated Loss Value together with interest at the rate of 1.5% per month (or such lesser rate as is the maximum rate allowable under applicable law) from the date declared due until paid, Lessor will transfer to Lessee all of Lessor's interest in the Equipment for which such Rent and Stipulated Loss Value has been paid, which transfer shall be on

an "AS IS, WHERE IS" basis, without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment, Lessee acknowledges and agrees as follows: (1) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment for disposition, (2) Lessor may comply with any applicable state or Federal law requirements in connection with any disposition of the Equipment, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition, and (3) Lessor may convey the Equipment on an "AS IS, WHERE IS" basis, and without limiting the generality of the foregoing, may specifically exclude or disclaim any and all warranties, including any warranty of title or the like with respect to the disposition of the Equipment, and no such conveyance or such exclusion or such disclaimer of any warranty shall be deemed to have adversely affected the commercial reasonableness of any such disposition. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be enforced concurrently or separately from time to time.

19. TRUE LEASE; SECURITY INTEREST. LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES OTHERWISE GRANTED TO LESSEE BY UCC §§2A-508 THROUGH 2A-522 AS DEEMED APPLICABLE. If and to the extent that this Master Agreement is deemed a security agreement, Lessee hereby grants to Lessor, its successors and assigns, a security interest in all of Lessee's rights under and interest in the Equipment, all additions to the Equipment, and all proceeds of the foregoing. Such security interest secures all obligations owing by Lessee to Lessor. Lessee authorizes Lessor and any assignee of all or any portion of Lessor's interest in the Master Agreement ("Assignee") to file UCC financing statements disclosing Lessor's or Assignee's interest in the Equipment and in any "Additional Collateral" set forth in any Schedule. Lessee shall provide Lessor with at least forty-five (45) days' prior written notice of any change to Lessee's principal place of business, organization or incorporation.

20. ASSIGNMENT. Lessee shall not transfer, sublease, or assign any of its rights or obligations under the Master Agreement or any schedule.

21. TERMINATION. The Lessor may terminate this Agreement or any Schedule with thirty (30) days' prior written notice, if the Lessee fails to meet its obligations under this Agreement or any Schedule, such as failure to make payments when due. The thirty (30) day period following the written notice shall serve as cure period and if such failure of Lessee to meet its obligations is not cured during this time, then this Agreement or any applicable Schedule shall be immediately terminated pursuant to Sections 4 and 5 of this Agreement.

22. NOTICES. All notices required or permitted to be given under this Master Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed via certified mail or a nationally recognized overnight courier service to the respective addresses set forth on Exhibit D hereto (or such other address or fax number as either party shall so notify the other).

23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. This Master Agreement and each Schedule shall be governed by the internal laws (as opposed to conflicts of law provisions) of the Commonwealth of Massachusetts. Lessor and Lessee consent to the jurisdiction of any local, state or Federal court located within the Commonwealth of Massachusetts and waive any objection relating to improper venue or forum non-convenience to the conduct of any proceeding in any such court. Lessee and Lessor hereby expressly waive its right to a jury trial with respect to any action in connection with this Master Agreement.

24. CREDIT REVIEW AND ASSURANCES. Lessee consents to credit reviews by Lessor. Lessee agrees to promptly execute and deliver to Lessor such further documents and take such further action as Lessor may reasonably request in order to carry out the intent and purpose of this Master Agreement more effectively. Without limiting the generality of the foregoing, Lessee agrees (i) to furnish to Lessor from time to time, its certified financial statements, officer's certificates and appropriate resolutions, opinions of counsel and such other information and documents as Lessor may reasonably request, and (ii) to execute and timely deliver to Lessor any documents that Lessor deems reasonably necessary under applicable law to perfect or protect Lessor's security interest in the Equipment or to evidence Lessor's ownership interest therein as the case may be; provided, however, that Lessee authorizes Lessor to file any such financing statement or any amendment or continuation thereof or other document without Lessee's authentication to the extent permitted by applicable law; provided, however, Lessor agrees to file a release or termination of any such financing statement within thirty (30) days after the end of the total term for such Equipment. It is also agreed that Lessor or Lessor's agent may, and is hereby authorized to, file as a financing statement, any rent document (or copy thereof, where permitted by law) that Lessor deems appropriate to perfect or protect Lessor's security interest in the Equipment or to evidence Lessor's ownership interest therein, at Lessor's cost and expense; provided, however, Lessor agrees to file a release or termination with respect to such financing statement or rent document within thirty (30) days after the end of the total term for such Equipment.

25. ENTIRE AGREEMENT; AMENDMENTS. This Master Agreement and all attachments including all Schedules together constitute the entire agreement between Lessor and Lessee relating to the leasing of the Equipment, and supersedes all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

26. NO WAIVER. Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.

27. INVALIDITY. If any provision of this Master Agreement shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Agreement and any such Schedule.

28. COUNTERPARTS. This Master Agreement may be executed in counterparts, and, when so executed, each counterpart shall be deemed to be an original and such counterparts together shall constitute one and same instrument. The original of each Schedule shall constitute chattel paper for purposes of the UCC. If there are multiple originals of a Schedule, the one marked "Lessor's Copy" or words of similar import shall constitute the only chattel paper.

29. SURVIVAL. All obligations of Lessee to make payments to, or to indemnify, Lessor and all rights of Lessor shall survive the cancellation or termination of this Master Agreement.

30. NON-APPROPRIATION. If Lessee is a state and/or a local government, Lessee represents that it has funds available to pay Rent until the end of its then-current appropriation period, and that Lessee intends to request funds to make payments in each appropriation period from now until the end of the Rental Term. If either sufficient funds are not appropriated to make payments or any other amounts due under a Schedule (to the extent required by applicable law) is not renewed either automatically or by mutual ratification, the Schedule shall terminate and Lessee shall not be obligated to make payments under this Master Agreement or the Lease beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which payments have been appropriated or the term of this Lease has been renewed, deliver possession of the Equipment to Lessor in accordance with the provisions set forth in Section 5 of this Agreement with the exception that Equipment shall be returned within fourteen (14) days.

31. NO WAIVER OF IMMUNITY. Nothing contained in this Master Agreement shall constitute a waiver by Lessee of any right, privilege or defense available to Lessee 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.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Master Agreement on the dates specified below.

LESSEE: Buffalo Grove Fire Department

By: _____

Name: _____

Title: _____

Date: _____

LESSOR: ZOLL MEDICAL CORPORATION

DocuSigned by:
By: Kurt Sandstrom
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Name: Kurt Sandstrom

Title: Group VP, N.A. EMS Sales

Date: 3/13/2023

EXHIBIT A
FORM OF EQUIPMENT SCHEDULE

Internal Reference Number: Q-47165 V1

MASTER AGREEMENT SCHEDULE – No. 1

ZOLL Medical Corporation (“Lessor”) and Buffalo Grove Fire Department (“Lessee”) are parties to the Master Agreement. This Master Agreement Schedule (which shall be identified by the Counterpart Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE SCHEDULE.

A. Description of Items of Leased Equipment are listed in Exhibit 1 hereto.

B. Rental Term: 120 Months

2. Rent Amount: \$72,493.19 starting Net 30 days (excluding any applicable taxes)

Amount is payable: in arrears: ☐ monthly ☐ quarterly ☒ annually (check one)

Lessee shall pay Lessor the Rent payment specified above for the length of the Rental Term within thirty (30) days after the delivery of the Equipment and monthly, quarterly, or annually as set forth above, thereafter on the same date or on the last day of the calendar month if the month does not contain the same Delivery Date.

As used herein, “Replacement Period” shall mean the first 60 months of the Rental Term. Prior to the expiration of the Replacement Period, Lessee shall have the option to elect a one-time replacement of all the Equipment in a category. The replacement devices will be of the same configuration, in new condition and will be the same or newer platform. For example, if Lessee has leased ten defibrillators and ten ventilators, Lessee may elect to replace all ten defibrillators and all ten ventilators, all ten defibrillators and no ventilators or no defibrillators and all ten ventilators, but Lessee shall not be permitted to replace five defibrillators and/or five ventilators. If Lessee replaces Equipment, a second allotment of accessories and disposables will be provided, in the same quantity as the original Schedule, within ninety (90) days of the end of the Replacement Period. If accessories or disposables are not on the original quote and applicable Schedule, then the Lessee shall be financially responsible for new accessories and/or disposables.

For subsequent Equipment Schedules placed for new orders under the Master Agreement (“Subsequent Schedules”), the Replacement Period for such Subsequent Schedules will be adjusted to align with the end of the Replacement Period for the first Master Agreement Schedule. For example, if the Rental Term of the first Schedule is from 01/2025 to 12/2034, then the Replacement Period for such Schedule would expire on 12/2029. If a Subsequent Schedule is entered into with a Rental Term from 05/2027 to 12/2034 because it would be coterminous with the Master Agreement and the Replacement Period for such Subsequent Schedule would still expire on 12/2029 (i.e., the Replacement Period expiration date aligns with the first Schedule). No Subsequent Schedules shall be granted under the Master Agreement after the Replacement Period ends.

3. LEASE PACKAGE:

Lessee will return the Equipment under this program as set forth in Section 5 of the Master Agreement at the expiration or earlier termination of the Rental Term, whichever occurs first.

4. EQUIPMENT LOCATION:

Equipment location shall be as set forth on Attachment 1 of this Schedule.

5. LESSEE’S END-OF-LEASE-TERM.

Fair Market Value. This program package is structured as a Fair Market Value agreement. Upon expiration of the Rental Term, provided that the associated Schedule has not been terminated early by Lessor or Lessee in accordance with the terms set forth in the Master Agreement, Lessee may purchase all (but not less than all) of the Equipment, for the Fair Market Value as set forth in Section 8 of the Master Agreement (plus all applicable Taxes), which amount shall be due and payable on or before the last day of the applicable Rental Term. If the Lessee fails to return the Equipment, Lessee shall be liable to return the Equipment in accordance with Section 5 of the Master Agreement. In the event Lessor and Lessee are unable to agree on the Fair Market Value of any Equipment, Lessor may (a) select an independent appraiser in its sole discretion to conclusively determine such amount with the cost of the appraiser paid by Lessor or (b) terminate the Schedule and request Lessee to return Equipment in accordance with Section 5 of the Master Agreement.

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN ATTACHMENT 1 OF THIS SCHEDULE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Master Agreement Schedule on the dates specified below.

LESSEE: Buffalo Grove Fire Department

By: _____

Name: _____

Title: _____

Date: _____

LESSOR: ZOLL MEDICAL CORPORATION

DocuSigned by:
By: Kurt Sandstrom
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Name: Kurt Sandstrom

Title: Group VP, N.A. EMS Sales

Date: 3/13/2023

ATTACHMENT 1 OF SCHEDULE

EQUIPMENT LIST

Item	Part Number	Description	Quantity
1	601-2231111-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack	8
2	8300-000676	OneStep Cable, X Series	8
3	8009-0020	CPR-D-padz and CPR Stat Padz Connector for R Series	8
4	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	8
5	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	12
6	8000-000371	rainbow® DC/® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	12
7	8000-0580-01	Six hour rechargeable Smart battery	16
8	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	3
9	8707-000502-01	X Series Accessory Carry Case - Printer Chute with Single Zipper	8
10	8778-89044-WF	X Series - Worry-Free Service Plan	8
11	6008-9901-61	ZOLL X Series Trade In Allowance (EMS Group)	8

EXHIBIT B
ALS/BLS Software Solutions Master Application Service Provider Agreement

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Attachment: Buffalo_Grove_Fire_Department_-_ZOLL_ONE_Program_Master_Agreement_3-13-23 (O-2023-30 : Zoll 1 Program Service

ALS/BLS Software Solutions Master Application Service Provider Agreement

1. **Orders.** ZOLL Medical Corporation ("ZOLL") shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract ("Order") between ZOLL and The Village of Buffalo Grove on behalf of the Buffalo Grove Fire Department ("Customer") incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the "Agreement"). ASP Services are further defined in Section 3 Implementation Services are further defined in Section 4. Support Services are further defined in Section 5. The ASP Services, Implementation Services, and Support Services are each, and are collectively, "Services". The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.

2. **Payment.** Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement ("Fees"). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL's invoice. The first invoice will be sent after the Deployment Effective Date. "Deployment Date" means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. "Deployment Effective Date" means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL's shipment of defibrillators that are included on the Order (the "Latest Deployment Date"), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney's fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL's sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL's credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges ("Taxes").

3. **ASP Services.** "ASP Services" means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the "Underlying Software"), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the "ZOLL Site") in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the "Documentation"), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

3.1. **Provision of ASP Services.** Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer's employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use ("Registered Users") through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer's use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

3.2. **Access Software.** Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the "Access Software"), each as made available to Customer through the ZOLL Site, solely for Customer's internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the "Software".

3.3. **Restrictions.** Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer's login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

3.4. Service Level Agreement.

3.4.1. **Downtime.** "Downtime", expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

3.4.2. **Planned Downtime.** "Planned Downtime" is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. "Standard Maintenance" is performed when upgrades or system updates are desirable. "Emergency Maintenance" is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.

3.4.3. **Excused Downtime.** "Excused Downtime" time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL; (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer's premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer's failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

3.4.4. **Unplanned Downtime.** Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x\%, \text{ where "x" is Unplanned Downtime.}$$

3.4.5. **Unplanned Downtime Goal.** ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the "Unplanned Downtime Goal"). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

3.4.6. **Revocation of Administrative Rights.** Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

3.4.7. Customer Content; Security; Backup.

3.4.7.1. Customer Content. As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services ("**Customer Content**"), *provided, however*, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

3.4.7.2. Security. Subject to Customer's obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

3.4.7.3. Backup of Customer Content (Not Applicable to Remote View). Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL's control.

3.4.7.4. Availability of Customer Content (Not Applicable to Remote View). It is Customer's responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the "**Active Customer Content**"), in ZOLL's working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL's receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the "**Active Retention Period**"). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a "**Database**"), or (b) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days ("**Inactive Customer Content**") and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL's working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this Section 3.4.7.4, the terms of Section 3.4 (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer's access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL, (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

3.4.8. Remedies. A "**Service Credit**" means a percentage of the monthly Fee to be credited to Customer (subject to Customer's written request therefor and ZOLL's verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer's monthly Fee for such ASP Service that was affected, *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month's invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this Section 3.4.8 shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this Section 3.4.8 shall be the Customers' sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

3.4.9 Modifications. Changes to this Section 3.4 may be made from time to time at ZOLL's sole discretion. Customer will be notified of any such changes that are material.

4. Implementation Services. ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the "**Implementation Services**"). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer's premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a "reasonable efforts" basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL's negligence.

5. Support Services. ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

5.1. Support.

5.1.1. Emergency Support. ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. "**Supported ASP Services**" means the ASP Services for which Customer has paid the then-current Fees. "**Supported Environment**" means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. "**Error**" means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

5.1.2. Technical Support. ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays ("**Business Hours**") to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

5.1.3. Resolution. ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects ("**Resolution**").

5.1.4. Expenses. Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL's sole discretion. Should Customer request that ZOLL send personnel to Customer's location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer's location.

5.1.5. Exceptions. ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Access Software (in whole or in part); (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident, unusual physical, electrical or electromagnetic stress, neglect, misuse, failure or fluctuation of electric power, air conditioning or humidity control, failure of media not furnished by ZOLL; excessive heating, fire and smoke damage, operation of the Supported ASP Services with other media and hardware, software or telecommunication interfaces, or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current

time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

5.2. Conditions and Limitations. Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

6. Warranties.

6.1. Implementation Services and Support Services. Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 6.1, perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this Section 6.1 is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

6.2. ASP Services and Access Software. Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This Section 6.2 sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein.

6.3. Warranty Disclaimers. The warranties for the Software and Services are solely and expressly as set forth in Section 6.1 and Section 6.2 and are expressly qualified, in their entirety, by this Section 6.3. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 AND SECTION 6.2, (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

7. Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this Section 7 with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding, or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

8. Indemnification.

8.1. By ZOLL. ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This Section 8 states ZOLL's entire liability and the exclusive remedy for any claims of infringement.

8.2. By Customer. Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties' use or misuse of any of the Software or Services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the

payment of the Fees or the delivery of the Software and Services to Customer, and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED 2X THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for third party products or services, and for the actions or omissions of Customer's representatives.

10. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers) (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement, (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services, (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"), (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "ZOLL Property"). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

11. Term and Termination.

11.1. Term. The term of this Agreement ("Term") begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated, *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL's then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. "Implementation Date" for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused, or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

11.2. Termination. Either party may terminate this Agreement or any Order without cause on thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

11.3. Effects of Termination. Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the "Expired or Terminated Document") before such termination or expiration will become immediately due and payable; (b) Customer's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer's computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation in Customer's possession or control. (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this Section 11.3.

12. General Provisions.

12.1. Compliance with Laws. Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

12.2. Audits and Inspections. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer's records relating to Customer's use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in Section 2 above.

12.3. Assignments. Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

12.4. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212, or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202.1 (JUN 1995) and 227.7202.3 (JUN 1995).

12.5. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.5](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

12.6. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed by and interpreted in accordance with the laws of the State of Illinois without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.7. Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to seek injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

12.8. Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

12.10. Independent Contractors. The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

12.11. Third Parties. Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider ("**Third Party Provider**") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("**Third Party Products or Services**"), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services, and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

12.12. Force Majeure. Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "**Force Majeure Event**").

12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival. This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 7 (Confidentiality), Section 8 (Indemnification), Section 9 (Limitation on Liability), Section 10 (Ownership), Section 11.3 (Effects of Termination) and Section 12 (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

13. HIPAA. This Section 13 applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer ("**PHI**") in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this Section 13 have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "**HIPAA**"). "**Covered Entity**" as used herein means Customer. "**Business Associate**" as used herein means ZOLL. The purpose of this Section 13 is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA.

13.1. Applicability. This Section 13 applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

13.2. Compliance and Agents. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this Section 13 with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

13.3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

13.4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

13.5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

13.6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "**unsecured protected health information**," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

13.7. Individual Access. In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

13.8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

13.9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

13.10. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

13.11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

13.12. HITECH Act Compliance. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

13.13. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Section 13, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

13.14. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 13 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

13.15. De-identified Health Information. Business Associate may de-identify any and all PHI and may create a "Limited Data Set" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

13.16. Survival. All representations, covenants, and agreements in or under this Section 13 shall survive the execution, delivery, and performance of this Agreement.

13.17. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 13. The terms and conditions of this Section 13 will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Section 13.

13.18. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties' obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time to time in order as is necessary for Covered Entity to comply with HIPAA.

13.19. No Waiver of Immunity. Nothing contained in this Agreement shall constitute a waiver by the Customer of any right, privilege or defense available to the Customer 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.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature: _____

Name: Mike Baker - Mike Baker

Title: Fire Chief

Company: Buffalo Grove Fire Dept / Village of Buffalo Grove

Company Address: 1051 Highland Grove Dr.
Buffalo Grove IL 60089

Date: _____

EXHIBIT C

Worry-Free Service Plan

WORRY-FREE SERVICE PLAN

The following repair services are included under the Worry-Free Service Plan ("Worry-Free"). Should Equipment be deemed unrepairable, based on Lessor's generally accepted technical support practices, replacement of such Equipment shall be the responsibility of Lessee.

1. Field Preventive Maintenance at Lessee's facility, including:
 - Provide documentation for regulatory agencies
 - Manage and track Lessee's Preventive Maintenance ("PM") schedule
 - Test all device parameters
 - Identify and/or troubleshoot potential issues and make recommendations
 - Troubleshoot device(s) and/or accessories under contract
 - Inspect battery chargers and review battery management as required
2. Telephone Support 24/7
3. General software updates
4. Free loaner equipment as determined by Lessor
5. Technical support for Equipment as described on the ZOLL website (<https://www.zoll.com/contact/technical-support>)
6. Waiver of shipping and handling fees
7. Waiver of Minimum Service Fee
8. Repair or replacement of parts within the charger that are subject to normal wear and burnout during normal use, including but not limited to, lamps, fuses, batteries, patient cables and accessories.
9. Repair or replacement, at Lessor's sole option, at no charge to the Lessee, of the charger if it is affecting the integrity of the device.
10. SurePower chargers (parts and labor covered for normal wear and tear as determined by Lessor)
11. ECG 12-lead cable replacement upon failure, excluding physical damage, with one replacement per unit per year.
12. On-site device deployment when repaired unit is returned
13. Lithium-ion SurePower II Battery replacement (upon end of life), subject to the following:
 - Batteries must be maintained per Lessor's recommended maintenance program
 - Batteries are replaced upon failure, one for one, throughout the term of the Schedule, should the SurePower battery or SurePower Charger display a fault.
 - Batteries must be evaluated, and the failure confirmed by Lessor Technical Support and/or an on-site field service technician.
 - Up to three batteries per device will be covered for batteries acquired from Lessor in the last 24 months. (When service plan purchased post-sale.)
 - For batteries acquired from Lessor over twenty-four (24) months prior, one battery per device will be covered.
14. Accidental damage coverage. Includes one device outer housing replacement per year per device. Catastrophic damage beyond repair will not be covered. Lessor's regular service charges shall apply if device is in need of a second outer housing replacement within twelve (12) months of previous outer housing replacement, providing device is still under this Worry-Free plan.

ON-SITE SUPPORT OPTION

15. On-site Support, including evaluation and packing of device for return to Lessor's service depot
 - On-site Support – 48–72-hour response. Includes authorized on-site device repairs for all capital equipment included in Exhibit A, evaluation, packing of device for return to Lessor's service depot.

- In the event of a reported device malfunction, the device should be made available to the Lessor's Field Service Engineer ("FSE") during the scheduled visit at one of the two centrally located stations.
- A primary and back-up contact must be provided to the FSE for all communication.
- Routine service inspections will be conducted on Lessee's site during normal working hours (8.30am – 5.30pm EST, Monday – Friday).
- Outside of normal business hours, arrangements are available by request only. Lessor reserves the right to charge additional fees for such services, to be agreed between Lessor and Lessee.

16. The postponement of a routine service inspection shall not diminish Lessee's responsibility for the continued proper use and upkeep of the equipment, in accordance with the applicable user manuals.

17. ECG 12-lead cable replacement upon failure, excluding physical damage, one replacement per unit per year

EXHIBIT D**Notice Information:**If to Lessor by mail to:

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Attn: Contracts Department 214

If to Lessor by email to both:

Contracts@zoll.com

All notices of a legal nature should also
be sent to:
By mailto:

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Attn: Office of General Counsel

By email to:

LegalNotice@zoll.com

If to Lessee:

Buffalo Grove Fire Department
1051 Highland Grove Drive
Buffalo Grove, IL 60089

Attn: TINA HAYES

8475613192

thayes@vbg.org

Lessee's Information:

Lessee hereby represents and warrants, as of the date of the Master Agreement and each Schedule (subject to any updates provided to Lessor):

1. The exact legal name of Lessee, as set forth in its formation documents, is Buffalo Grove Fire Department.
2. Lessee is a subdivision in the State of Illinois.
3. Lessee's federal tax identification number is: 36-2525051.



Ordinance No. O-2023-32 : AIA Owner/Contractor Agreements for New Public Works Facility

Recommendation of Action

Staff recommends approval.

The Village's Construction Manager at Risk, Frederick Quinn Corporation (FQC), is in the process of preparing the associated bid documents for the new Public Works Facility. As part of the preparation of these documents, there are agreements between the Village of Buffalo Grove and FQC that need to be executed prior to going out to bid. These AIA Owner/Contractor Agreements set forth roles and responsibilities of all parties related to the project, as well as General Conditions and Insurance. The specific agreements are attached.

ATTACHMENTS:

- AIA Contracts for Public Works Facility (DOCX)
- AIA Agreements Ordinance 2023 (DOCX)
- A133-2019 Exhibit B_Final (PDF)
- A133-2019_Final (PDF)
- A201 - 2017_Final (PDF)

Trustee Liaison
Smith

Staff Contact
Jim Warnstedt, Public Works

Monday, March 20, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 16, 2023

TO: Dane C. Bragg, Village Manager

FROM: Jim Warnstedt, Assistant Director of Public Works

SUBJECT: AIA Owner/Contractor Agreements for the New Public Works Facility

Recommendation

Staff recommends the Village Board approve the following American Institute of Architects Owner/Contractor Agreements for the new Public Works facility as follows: AIA Document A133-2019, AIA Document A133 Exhibit B-2019 and AIA Document A201-2017.

Background Information

As the design phase of the new Public Works facility is wrapping up, our Construction Manager at Risk, Frederick Quinn Corporation (FQC), is in the process of preparing the associated bid documents. As part of the preparation of these documents, there are agreements between the Village of Buffalo Grove and FQC that need to be executed prior to going out to bid. These agreements become part of the bid documents and help define roles and responsibilities related to the project. These American Institute of Architects (AIA) set of agreements are standard in the industry but have been amended based upon input from staff and the Village Attorney. These AIA Owner/Contractor Agreements set forth roles and responsibilities of all parties related to the project.

There are three agreements that need to be executed prior to bidding the project, and they are AIA Document A133-2019, AIA Document A133 Exhibit B-2019 and AIA Document A201-2017. The AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor spells out general provisions, responsibilities, compensation, accounting records, payments, termination, and scope of the agreement. The AIA Document A133 Exhibit B-2019 agreement specifies the requirements to purchase and maintain insurance and bonds. The AIA Document A201-2017 General Conditions of the Contract for Construction sets forth the rights, responsibilities and relationships of the Owner, Contractor, and Architect. These agreements are the set of rules that everyone involved in the project must adhere to, and as such are important to have completed prior to bidding.

As a follow up to the discussions with Trustees, the planning phase of the project schedule was moved back by 30 days. This delay helped the team work on grant funding opportunities with our Legislators. Attached is the updated project schedule, which includes milestone dates and decision points.

New Public Works Facility Project Schedule:

March 24, 2023 – 100% Construction Documents provided from Wold to the Village and FQC

April 3, 2023 – The project will be issued for public bid

April 25, 2023 – Bid Opening at Village Hall Council Chambers

April 27, 2023 – FQC provides bid tabulation summary to Village for upcoming COW meeting

May 1, 2023 – COW presentation to review bid results

May 10, 2023 – FQC provides final recommendation for upcoming Regular Board meeting

May 15, 2023 – Present project, award contracts and approve Guaranteed Maximum Price (GMP)

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



AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the day of in the year
(In words, indicate day, month and year.)

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 CONSTRUCTION MANAGER:
(Name, legal status, and address)

Frederick Quinn Corporation
103 S. Church Street
Addison, IL 60101

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

Attachment: A133-2019 Exhibit B_Final (O-2023-32 : AIA Owner/Contractor Agreements for New Public Works Facility)

Init.

AIA Document A133 – 2019 Exhibit B. Copyright © 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 17:23:50 ET on 03/15/2023 under Order No.4104238845 which expires on 01/08/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 **Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss

Sub-Limit

§ B.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions. Deductibles or self-insured retentions shall not exceed \$50,000.

§ B.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure

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against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☒ **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☒ **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☒ **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

- ☐ **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage**Limits****ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS****§ B.3.1 General**

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000) each occurrence, Two Million Dollars (\$ 2,000,000) general

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aggregate, and Two Million Dollars (\$ 2,000,000) aggregate for products-completed operations hazard with a Nine Million Dollar (\$9,000,000) umbrella, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations.
- .5 .
- .6 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.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 .
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than Two Million Dollars (\$ 2,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than Two Million Dollars (\$ 2,000,000) each accident, Two Million Dollars (\$ 2,000,000) each employee, and Four Million Dollars (\$ 4,000,000) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and One Million Dollars (\$ 1,000,000) in the aggregate.

B.3.2.10 Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages:
 - a. 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 Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Contractor'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 Contractor'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 Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor'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 Contractor 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 contractor 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

(Paragraphs deleted)

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§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the

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Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.

Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- [] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- [] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [] **§ B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.**
- [] **§ B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.**
- [] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Contractor 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.

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The Certificate of Insurance shall state the Village of Buffalo Grove has been endorsed as an "additional insured" by the Contractor's insurance carrier. Specifically, this Certificate must include the following language: **"The Village of Buffalo Grove, and its respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

Attachment: A133-2019 Exhibit B_Final (O-2023-32 : AIA Owner/Contractor Agreements for New Public Works Facility)

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AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

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

and the Construction Manager:
(Name, legal status, address, and other information)

Frederick Quinn Corporation
103 S. Church Street
Addison, IL 60101

for the following Project:
(Name, location, and detailed description)

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

The Architect:
(Name, legal status, address, and other information)

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

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Attachment: A133-2019_Final (O-2023-32 : AIA Owner/Contractor Agreements for New Public Works Facility)

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TABLE OF ARTICLES

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT**EXHIBIT B INSURANCE AND BONDS****ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Renovations to building and site at 1650 Leider Lane for purposes of a new Village Public Works Facility.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Project scope largely consistent with scope as outlined in Conceptual Design Documents prepared by Wold, dated 8.25.22.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

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User Notes:

To be Determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

March, 2023

.2 Construction commencement date:

June, 2023

.3 Substantial Completion date or dates:

June, 2024

.4 Other milestone dates:

Bidding/Award: April/May 2023

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

None

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

No specific certification goal. Industry standard application of energy efficiency, recycled materials, locally produced products, and construction recycling/waste minimization.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Mr. James Warnstedt
Assistant Director of Public Works
Village of Buffalo Grove
51 Raupp Blvd.
Buffalo Grove, IL 60089
847.459.2545

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

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User Notes:

(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined.

.2 Civil Engineer:

Gewalt Hamilton
 625 Forest Edge Drive
 Vernon Hills, IL 60061
 847.478.9700

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Mr. Matt Bickel
 Wold Architects & Engineers
 220 North Smith St., Suite 310
 Palatine, IL 60067
 847.241.6100

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Jack Hayes
 Frederick Quinn Corporation
 103 S. Church Street
 Addison, IL 60101
 Office — 630.628.8500
 Fax — 630.628.8595

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§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

Full time on site Superintendent

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

Publicly bid trade contracts

§ 1.1.15 Other Initial Information on which this Agreement is based:

(Paragraph deleted)

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Construction Manager has been engaged to provide professional services because of its character, expertise and qualifications in dealing with and acting as a construction manager on projects of similar size and scope. For administrative oversights and project delivery responsibility purposes, Construction Manager shall hold the contracts or subcontracts with the various trade contractors (hereinafter referred to as trade contractors, Contractors or Subcontractors) selected in consultation with the Owner and in compliance with applicable public competitive bidding and surety bond requirements to perform the portions of the Work. The Construction Manager shall not be a constructor and except under the limited circumstances specifically provided elsewhere in the Agreement, shall neither perform any of the Work with its own forces nor provide any of the materials or equipment for the project. The Construction Manager shall be responsible to the Owner for the proper performance of the Work by the Contractors and Subcontractors in accordance with the Contract Documents and for the Guaranteed Maximum Price.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using 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.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor;

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ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the

Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.13.1 Prevailing Wage Act

The Construction Manager shall, in the course of its work, and in the engagement of its Subcontractors whose names shall be provided in writing to Owner, observe and have them observe all requirements of the Illinois Prevailing Wage Act, including without limitation, payment of not less than the prevailing wage to all covered workers and trades, and insert notices of such Act's requirements in its advertisements for bids, bid packages and specifications, subcontracts, surety bonds so that all Subcontractors will likewise observe the Act, including needed postings and delivery of certified payrolls to the owner at prescribed intervals and that the Department of Labor's electronic website shall be checked monthly by Construction Manager and Subcontractors for possible revisions. Change orders shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Construction Manager shall maintain accurate records as required by the Act. In accordance with applicable law, the Construction Manager and each Subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which records shall be certified and submitted in accordance with State law and which shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>.

3.1.13.2 Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal. Every time certified payroll has been submitted to the IDOL Payroll Portal, the contractors and subcontractors are required to supply a signed and notarized written statement that all necessary documentation has been uploaded to IDOL Payroll Portal.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

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- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

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§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, 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 Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$20,000

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

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§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have sixty calendar (60) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

(Insert rate of monthly or annual interest agreed upon.)

5 %

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

CM Fee 2.5%, Insurance 0.85%, Bond = 0.75% per attached proposal approved June 19, 2022

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

N/A

§ 6.1.6 Liquidated damages, if any:

If the Construction Manager shall fail to complete the work within the Contract Time(1.1.4.3) which shall include any proper extension granted by the Village, the Construction Manager shall pay to the Village an amount equal to Five Hundred dollars (\$500) per calendar day for each day past the Contract Time until final acceptance by the Village, as liquidated damages and not as a penalty.

N/A

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. Construction Manager's contingency of 5% will be included in the GMP. Savings will be returned 100% to Owner with the final payment application.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 The Construction Manager shall secure the services of the trade contractors (Subcontractors) on a direct contractual basis. The Owner shall not be a party to such agreements. The Subcontractors shall be selected and engaged under a competitive sealed bidding process consistent with the standards and procedures of Illinois law. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform

that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have sixty calendar (60) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress

payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values. Construction Manager may from time to time modify the values in the Schedule of Values but shall inform Owner of such changes in the monthly payment application process.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

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- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent (10%)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Upon Owner's approval only.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

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- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to initiate Dispute Resolution proceedings. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

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

(Insert rate of interest agreed upon, if any.)

5 %

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Article 15 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

12.3 Venue

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

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- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

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§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, 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 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, 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.

§ 14.2.2 The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement as set forth in AIA Document A133™–2019, Exhibit B, Insurance and Bonds. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

§ 14.5.1 Anything hereinabove to the contrary notwithstanding, in addition to the basic percentage compensation specified above (intended to cover Construction Manager's profit, general overhead, and main office costs), the Construction Manager shall receive a stipulated monthly General Conditions rate of \$ 27,500.00, subject to adjustment by change order to cover reasonable site specific costs and services including printing, trailer/office, site personnel, phone, site communications and site clean-up, not otherwise required by trade contracts. Compensation for such items will not be on the basis of actual costs incurred and no right of audit of such General Conditions items will exist. If the Contract Time is increased by change order, change directive or dispute resolution process, the Guaranteed Maximum Price will be increased for extended General Conditions at the monthly rate, or pro rata portion thereof.

§ 14.5.2 All construction for construction work or material supply above \$ 25,000 shall be obtained by public bidding and shall be subject to prior written approval of the owner. Owner shall promptly advise Construction Manager, in writing, of its approval or disapproval (with reasons therefore) of the contract or purchase order to be awarded. The Owner hereby authorizes the Construction Manager to enter into, conduct and administrator, all contracts required for the construction of the project.

§ 14.5.3 The Owner and Architect shall be named as an additional insured on the Construction Manager CGL insurance policy. CGL Insurance will be charged to the project at 0.85% of the cost of the work.

§ 14.5.4 To the extent applicable, the Construction Manager will comply with the most current Illinois Prevailing Wage Act, the Corrupt Practices Act, Public Contractor's Act, Construction Bond Act. Bonds will be charged to the Project at a cost not to exceed 0.75% of the cost of the work.

§ 14.5.5 Construction Manager will include contract language in Subcontracts to require compliance with the Illinois Prevailing Wage Act and other applicable Illinois statutes regarding public work.

§ 14.5.6 Construction Contingency. A Construction Contingency will be included in the GMP at 5% of the cost of the Work. The Construction Contingency is for the Construction Managers use to complete the building as shown on the Contract Documents and as necessary to complete the Project on time. The Construction Contingency may be used for costs due to unforeseen causes, cost overruns, for the acceleration for the work, and correction of defects in the work (Except where Subcontractor can be charged for the defective work). Such causes or details include, but are not limited to refinement of details of design within the scope of standards, quality and quantities which are reasonable inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials due to the fault of the Construction Manager and labor and material overruns. The Construction Manager may utilize the Construction Contingency for any items within the Cost of the Project without the necessity of a Change Order, without constituting a change in the Project and without resulting in any change in the Guaranteed Maximum Price.

§ 14.5.7 One-Year Warranty. The Construction Manager warrants that all materials and equipment furnished under this Contract will be free from defective workmanship and materials, and the Construction Manager agrees to assist the Owner to have trade contractors correct all construction performed under this contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the (i) Work or of (ii) a designated portion thereof and shall continue for a period of one year from the applicable warranty commencement date.

ARTICLE 14.5 REGULATIONS

§ 14.5.8 The Construction Manager warrants that it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract including without limitation Workers' Compensation Laws, Minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.

§ 14.5.9 Whenever required, the Construction Manager or Subcontractor shall furnish the Architect and Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.

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§ 14.5.10 Construction Manager shall carefully examine the Occupational Safety and health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and shall comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

§ 14.5.11 Construction Manager shall comply with all terms of the Illinois Preference Act and all terms of the **Equal Employment Opportunity Clause** of the Illinois Fair Employment Practices Commission.

§ 14.5.12 At all times Construction Manager shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS10/1, et seq.,) and the Illinois Human Rights Act (775 ILCS 5/2-101, et. Seq.,) and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.

§ 14.5.13 Construction Manager understands, represents and warrants to the Owner that the Construction Manager and its Subcontractors (for which the Construction Manager takes responsibility to insure that they comply with the above-mentioned Acts) are in compliance with all requirements provided by the Acts set forth in Article 14 and that they will remain in compliance for the entirety of the Contract. However, any forbearance or delay by the Owner in canceling this Contract shall not be considered as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Contract.

§ 14.5.14 Construction Manager agrees to maintain all records and documents for the project in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Construction Manager shall produce, without cost to the Owner, records which are responsive to a request received by the owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frame required. IF additional time is necessary to compile records in response to a request, then Construction Manager shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act based upon the Construction Manager's failure to produce documents or otherwise appropriately responded to a request under the Act, then Construction Manager shall indemnify and hold the Owner harmless, and pay an amount determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

14.5.14 Illinois Workers on Public Works Act - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

§ 14.6 Substance Abuse Prevention

The Construction Manager shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.)(the "Act") by:

- .1 Prohibiting the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or allowing any employees to be under the influence of any said drugs or alcohol while performing the Work;
- .2 Filing a written substance abuse prevention program with the Owner for the prevention of substance abuse among its employees prior to the commencement of the Work. Said program shall be available to the general public and, at a minimum, contain the following:
 - .a A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient;
 - b. A prohibition against the actions for the use, possession, distribution or delivery of any drug or alcohol (as defined under the Act) or any employee under the influence of any said drug or alcohol while performing the Work;
 - c. A requirement that employees performing the Work submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencement of the Work is not required if the employee participated in a random testing program during the 90 days preceding the date on which the employee commenced work hereunder; and
 - .d A procedure for notifying an employee that he or she may not perform any of the Work if he or she: 1)uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Construction Manager's substance abuse program until the employee tests negative for the presence of drugs or alcohol as outlined in the Act or

has been approved to commence or return to work in accordance with the Construction Manager's substance abuse program.

.3 Immediately removing and/or prohibiting access to the Work site of any employee who: 1) uses, possess, delivers or is under the influence of a drug or alcohol as prohibited under the Act; 2) tests positive for the presence of a drug as outlined in the Act; or 3) refuses to submit to drug or alcohol testing as required under the Construction Manager's substance abuse program. Said employee shall be prohibited from the Work site until he or she test negative for the presence of drugs or alcohol as outlined in the Act or has been approved to commence or return to work in accordance with the Construction Manager's substance abuse program; and failure by the Construction Manager to comply with the requirements of the Illinois Substance Abuse Prevention on Public Works Projects Act shall constitute a material default of the Contract and shall give the Owner the right to pursue any remedy available to it at law or in equity, including termination of this Contract for cause in the Owner's sole discretion and any other remedy as provided in this Contract. In the event of a default hereunder, Construction Manager shall also pay to the Owner all damages Owner is entitled to under this Contract that arise from the default, together with interest, costs, and the Owner's reasonable attorney fees."

§ 14.7 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 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction (as amended and attached)
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .6 Other Exhibits:

(Check all boxes that apply.)

- ☐ AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

- ☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- .7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample

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forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

FQC Proposal dated July 11, 2022 and approved July 19, 2022.

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)


CONSTRUCTION MANAGER (Signature)

Jack Hayes, President / CEO

Attachment: A133-2019_Final (O-2023-32 : AIA Owner/Contractor Agreements for New Public Works Facility)

Init.



July 11, 2022

Mr. Tom Wisniewski
 Buyer
 Village of Buffalo Grove
 50 Raupp Blvd.
 Buffalo Grove, IL 60089

CONSTRUCTION MANAGEMENT SERVICES
Public Works Facility Adaptive Reuse – 1650 Leider Lane

Dear Mr. Wisniewski:

This proposal has been prepared in response to your request for a proposal for the above referenced services associated with the new Village of Buffalo Grove Public Works Facility. The purpose of this proposal is to outline the basis of an agreement between the Village of Buffalo Grove and Frederick Quinn Corporation (FQC), anticipating a formal agreement following a Standard AIA A133 Form of Agreement between Owner and Construction Manager as Constructor, with a Guaranteed Maximum Price.

Frederick Quinn Corporation (FQC) proposes to provide construction management services in order to assist the Village through the process of planning, design, bidding and construction of the contemplated construction work. FQC will work in conjunction with the Village and your selected architecture/engineering partner, Wold Architects, to help plan and implement a solution that responds to the anticipated scope of work, the preliminary planning work done to date, and as directed by the Village. This proposal is presented in four parts: Project Understanding, Scope of Services, Schedule and Compensation.

Project Understanding:

FQC understands that the Village requires assistance in developing a final plan for the adaptive reuse of the facility located at 1650 Leider Lane, as the location of your new Public Works Facility. As your construction manager, FQC would work with the Village and Wold Architects throughout preconstruction (design phase), bidding, construction and closeout to develop an approach and final built facility that meets the identified needs of the Village. Generally, the conceptual plans presented to the Village include the adaptive reuse of all but about 50,000 SF of the existing facility. The unused portion of the building will be separated both physically and internal infrastructure systems so that it can be leased out to a separate entity. The remaining Village occupied portion of the building will provide for office, shops, storage, mechanical and wash bays, indoor parking and the full complement of resources for a full-service public works operations. While there is no anticipated need for an addition or new construction, exterior parking improvements, a new salt dome and exterior bin storage are anticipated to be part of the project.

Mr. Tom Wisniewski
 Village of Buffalo Grove
 July 11, 2022
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Scope of Services:

Preconstruction Services – These services are provided during the planning and design phase of the project to assist the Village and the architect/engineer team to plan for and develop a Best Value solution in terms of quality, cost and schedule, based on the original analysis of Leider Lane facility. Throughout design we meet on a regular basis to review decisions in terms of durability, cost, phasing/logistics, sustainability and maintainability. These meetings will be attended by Mr. Fred Marano, Chief Estimator, Mr. John Eallonardo, Project Director and Mr. Jack Hayes, Project Executive. The specific services include Value Engineering, Cost Estimating, Logistics of Construction, Scheduling and Document Review. As design progresses we will work with Wold Architects, the Village and our construction team to develop a bid strategy in terms of bid packaging and trade contractor qualification.

Construction Administration – FQC takes the lead in the trade contractor procurement process including finalizing the documents for public bidding and leading the process from legal advertisement through public bid opening, scope reviews and recommendations for award to the Village. FQC will conduct detailed scope reviews with all trade contractors and provide a full complement of services necessary to manage the entire process of construction. We provide full-time on-site field supervision and project support personnel who manage the day-to-day construction activities. The personnel assigned to the project will be determined based on the final schedule and phasing of the project. The field team is supported by Mr. John Eallonardo on a daily and weekly basis, and by Mr. Jack Hayes, President, as your Project Executive. We are responsible for every step of the process from bid opening to construction oversight, site logistics, quality, schedule and project close-out. Our team stays with your project into the post occupancy warranty phase to assure you 100% satisfaction.

Draft Schedule:

FQC understands that the Village requires the project to move forward in an expeditious manner. Design is anticipated to commence immediately and occur in design phases, with corresponding cost estimates and preconstruction analysis, through early 2023. Bidding will commence upon completion of the construction documents, with contracts expected to be awarded by Spring 2023. Construction will commence upon establishment of trade contracts and pre-work submittals. Construction duration will be dependent on the final determination of scope. Based on the preliminary scope of the project and our experience with similar projects, a projected schedule of no more than twelve months for construction should be expected, inclusive of one month of close-out.

As part of our standard scope of services, FQC will develop a comprehensive project schedule. FQC will work throughout the preconstruction phase in developing a comprehensive implementation plan and project schedule including each area of work, bidding and construction sequencing. This schedule will be provided for review and approval by the Village.

Mr. Tom Wisniewski
 Village of Buffalo Grove
 July 11, 2022
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Compensation:

Preconstruction Services – These services include the work required to help finalize the project plan and develop, evaluate and confirm the project scope, budget and schedule. Throughout this phase of work, FQC will work extensively with the Village and Wold Architects to provide value engineering, constructability review, cost estimating, logistics, schedule development and phasing input. FQC does not limit the number of coordination meetings needed as part of this agreement. Formal cost estimates will be provided (at a minimum) at the completion of each design phase. FQC proposes to provide Preconstruction Services for a fixed fee of \$20,000.00.

Construction Administration – These services include the work required for proper management, oversight and execution of all construction activities. These expenses will be budgeted for and included as part of the hard construction cost portions of a project. We will outline below our proposed fee structure:

- **General Conditions:** The primary general conditions costs are for the full-time, professional construction management supervision necessary to manage, oversee and coordinate a high quality, safe construction process. The general conditions costs include items that are required to support the actual execution of construction activities on site, such as temporary facilities, field office expenses, technology, etc. These costs are budgeted for and billed as part of the construction cost on a monthly basis. The proposed monthly fixed General Conditions cost for a single field Superintendent is \$27,500. The total General Conditions costs, currently estimated at twelve months based on the preliminary scope of work as provided, will be presented to the Village for approval once the scope and schedule of the project has been finalized. The Village and FQC will agree to the final schedule prior to bidding of the main project components, at which time the General Conditions will be fixed as a final Not to Exceed. In the event the project exceeds the twelve month duration for the anticipated scope of work as provided, the General Conditions rate will be adjusted to \$13,750 per month after the first twelve months.
- **Construction Management Fee:** FQC proposes to provide comprehensive construction management services for a fee of 2.5% times the actual cost of work. There will be no other reimbursable expenses or standard individual billing rates.
- **Insurance and Bonds:** Insurance coverage (General Liability, Worker's Compensation, Employment, Auto and Professional Liability) would be provided at a rate of 0.85% times the actual cost of construction. Performance and Payment Bonds are provided at an estimated rate of 0.75% times the actual cost of construction. The Bonds will be provided at the actual bond rates provided by our broker at the time of issuance, but in no case higher than the 0.75% rate. These costs will be billed during construction in proportion to the completion of construction work put in place.

Mr. Tom Wisniewski
 Village of Buffalo Grove
 July 11, 2022
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The following summarizes the components of compensation:

Preconstruction:	\$ 20,000.00
Construction Administration:	
• General Conditions – Sr. Superintendent/Field Office:	\$ 27,500.00/month
○ General Conditions beyond 12 months	
will be billed at \$13,750/month	
• CM Fee:	2.5% x cost of work
• Insurance:	0.85% x cost of work
• Bonds:	Actual rates NTE 0.75%

FQC looks forward to the prospect of working with the Village of Buffalo Grove and your design partner, Wold Architects, and of being a service to you and your community on this very important assignment. If the terms of this proposal are acceptable, please sign the Acceptance section below, authorizing FQC to proceed with Preconstruction Services, and thereby creating a framework for the overall construction management services through construction. Upon acceptance of this proposal, FQC understands that the Village will work with legal counsel and FQC to prepare a formal AIA contract agreement (Contract and General Conditions) which will be finalized during the design phase of the project and presented to the Village Board for approval prior to bidding.

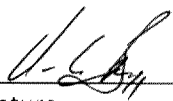
If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

FREDERICK QUINN CORPORATION

Jack Hayes
 President

Accepted By:



 Signature

07/19/22

 Date

Ship To

Public Service Center
51 Raupp Blvd
Buffalo Grove, IL 60089

Bill To

Public Service Center
51 Raupp Blvd
Buffalo Grove, IL 60089

Purchase Order **9.D.d**
No. 2022-00001225

DATE 07/19/2022

VENDOR NO. 4262

Vendor

FREDERICK QUINN CORPORATION
103 S. CHURCH STREET
ADDISON, IL 60101



For prompt payment mail invoice showing order number
Acknowledge and advise promptly if unable to make immediate :
Goods subject to our inspection

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1
ORIGINATOR: Tom Wisniewski

REFERENCE # O-2022-72

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Consultant - Preconstruction Services 1650 Leider Ln	20,000.0000	\$20,000.00
TOTAL DUE				\$20,000.00

Special Instructions

Attachment: A133-2019_Final (O-2023-32 : AIA Owner/Contractor Agreements for New Public Works Facility)



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

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- 12 UNCOVERING AND CORRECTION OF WORK

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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Attachment: A201 - 2017_Final (O-2023-32 : AIA Owner/Contractor Agreements for New Public Works Facility)

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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.

§ 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

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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.

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§ 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

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.

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§ 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.

Init.



Ordinance No. O-2023-31 : Ordinance Authorizing the Completion of a Feasibility and Eligibility Study for the Proposed 2023 Buffalo Grove Dundee Road TIF District

Recommendation of Action

Staff recommends approval.

To date, the Village has seen little growth and development through private investment along the Dundee Road Corridor. In an effort to help spur private development activity, staff has been working with SB Friedman, the Village's TIF Consultant, to begin preliminary fieldwork regarding the establishment of a TIF District along the Dundee Road Corridor.

As the consultant has finalized their preliminary fieldwork, staff is requesting that the Village Board approve an Ordinance authorizing SB Friedman to complete a final TIF Feasibility Study. This process of formally directing SB Friedman to complete the final report is a necessary first step for the possible creation of a TIF District. The adoption of the proposed Ordinance authorizes the completion of the study to determine if the area meets certain State of Illinois statutory requirements for designation as a blighted TIF area or a conservation TIF area. The adoption of the Ordinance does not authorize or create the TIF itself.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOC)
- Map (DOCX)
- TIF Guide (PDF)

Trustee Liaison

Smith, Johnson

Staff Contact

Chris Stilling, Community Development

Monday, March 20, 2023

VILLAGE OF BUFFALO GROVE



DATE: March 16, 2023

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Ordinance Authorizing a Feasibility and Eligibility Study for a Proposed Dundee Road TIF District

BACKGROUND

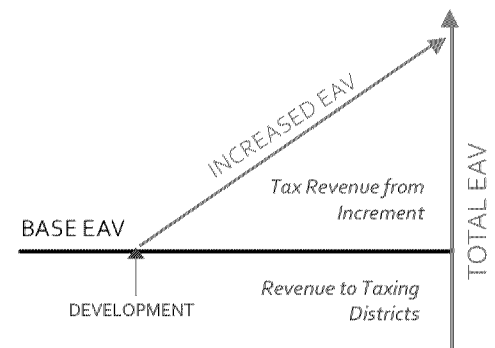
To date, the Village has seen little growth and development through private investment along the Dundee Road Corridor. In an effort to help spur private development activity, staff has been working with SB Friedman, the Village's TIF Consultant, to begin preliminary fieldwork regarding the establishment of a TIF District along the Dundee Road Corridor.

As the consultant has finalized their preliminary fieldwork, staff is requesting that the Village Board approve an Ordinance authorizing SB Friedman to complete a final TIF Feasibility Study. This process of formally directing SB Friedman to complete the final report is a necessary first step for the possible creation of a TIF District. The adoption of the proposed Ordinance authorizes the completion of the study to determine if the area meets certain State of Illinois statutory requirements for designation as a "blighted" TIF area or a "conservation" TIF area. The adoption of the Ordinance does not authorize or create the TIF itself.

STAFF SUMMARY

What Is TIF?

Tax increment finance (TIF) is a tool that generates a pool of money used for reinvestment within the TIF area. This pool of money is created by "freezing" the assessed value of a property when a TIF district is created, known as the baseline EAV. The Village, county, township, school districts, and other local governments continue to collect property taxes based upon the baseline EAV from the date when the TIF was created. Any increase in the property's assessed value which creates additional property tax revenue above the baseline EAV is deposited into the tax increment fund, which is then available for projects within the TIF district. TIF dollars can be used for public infrastructure, land assemblage, streetscape, demolition and site preparation, studies, surveys and plans, financing costs, professional services, rehabilitation or renovation of existing public or private buildings and environmental cleanup. ***Additional information about TIF can be found on the attachment to this memorandum.***



Why is a TIF Being Considered?

TIF funds help municipalities to make needed improvements to a specific area, like new roads, sewers, drainage improvements or provide incentives to attract private development and new businesses. TIF designation also helps existing businesses expand or improve their properties that might otherwise find more attractive options elsewhere. TIF helps to overcome the extraordinary costs that often prevent development and private investment from occurring, including addressing flooding and environmental issues, investing in new infrastructure, and assembling properties into a single larger parcel for redevelopment.

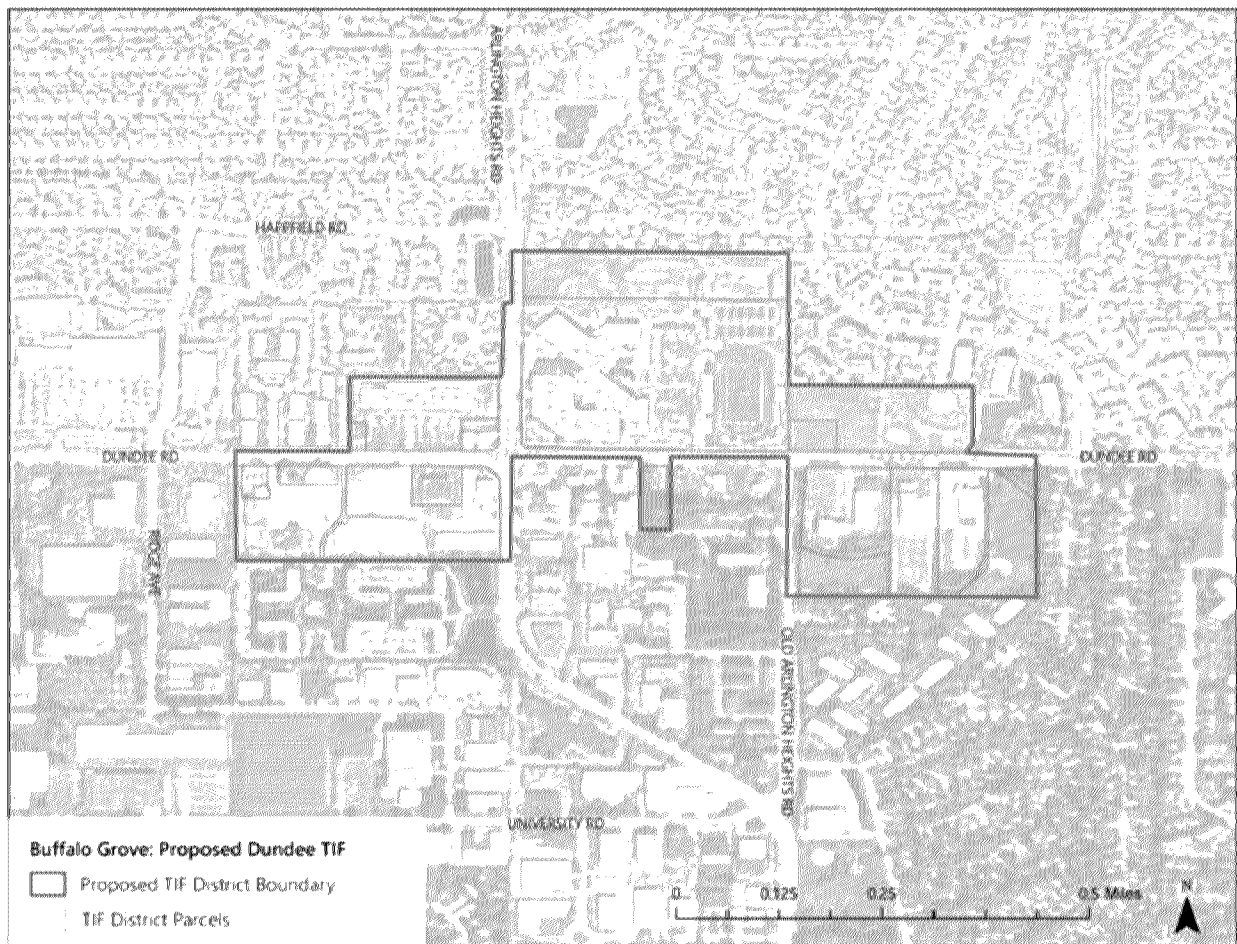
Staff believes time is of the essence to develop a long-term strategy to spur development activity as some key sites are ready for redevelopment. Having a TIF available will ensure that the Village has the necessary economic tools in place to facilitate a public or private development project. It will also create a mechanism to fill any potential “gap” that may exist as part of a development proposal. Staff believes that given the challenges facing the Dundee Road area, future redevelopment of key sites would not occur without a TIF District.

How Does a TIF Impact Property Taxes?

Tax increment financing is not a new tax. Property owners within the district continue to pay their normal property taxes throughout the life of the TIF at the same rate (by taxing district). The incremental tax revenue generated within the TIF district is reinvested back into the area in which it was collected. In this way, the TIF district stimulates the investment in property that generates the revenue the TIF district uses to incentivize reinvestment and development. At the end of the TIF district's 23-year life (or sooner if the district can be closed out early), all real estate tax revenues are again shared proportionately by the taxing bodies based on their individual tax rates.

What Properties are Being Considered?

The TIF study area below is generally located around the intersection of Dundee Road and Arlington Heights Road and includes the Plaza Verde Shopping Centers, Strathmore Shopping Center, Buffalo Grove High School and the former car dealerships.



What is the Process?

The process for establishing a TIF is to first begin preliminary fieldwork to establish a preliminary boundary. Secondly, the Village needs to authorize the completion of the TIF Feasibility Study to determine if the area meets the requirements of the Tax Increment Allocation Redevelopment Act. The graphic highlights the overall process. As shown, the Village is at the second step of the process before a TIF District can be considered by the Village Board. The next steps of the process will take 2-4 months to complete.

It is important to note that prior to the Village Board taking action on any proposed TIF, a Joint Review Board (JRB) meeting is required. The JRB is made up of the various affected bodies located within the TIF Boundary. Staff will meet with the affected taxing bodies to address any questions or concerns they may have once the final report is available and before the Village convenes the required JRB meeting.

STAFF RECOMMENDATION

Staff recommends that the Village Board approve the attached Ordinance authorizing SB Friedman to complete the TIF Feasibility Study. This is an important first step to creating a useful economic development tool to assist with upcoming projects along the Dundee Road Corridor. The adoption of the proposed Ordinance only authorizes the completion of the study. It does not authorize or create the TIF itself. Once the TIF Report is finalized, it will be shared with both the Village Board and the public before any action on creating the TIF is taken.



ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING A FEASIBILITY STUDY AND ELIGIBILITY STUDY
FOR THE PROPOSED 2023 BUFFALO GROVE DUNDEE ROAD TIF STUDY AREA,
BUFFALO GROVE, ILLINOIS**

WHEREAS, the Village Board of Trustees expressed concern that the area generally located along the north and south sides of Dundee Road located near the intersection of Dundee Road and Arlington Heights Road, as more fully described herein (the “TIF Study Area”) as shown on the map attached hereto and made part hereof by reference as Exhibit “A”, was experiencing conditions that were operating to limit and prevent redevelopment in the TIF Study Area.

WHEREAS, the TIF Study Area on the whole has had a lack of growth and development through investment by private enterprise and is not reasonably anticipated to be developed without the benefits provided by a TIF District.

WHEREAS, the Village Board of Trustees desires SB Friedman Development Advisors to complete a final Feasibility Study pursuant to Section 11-74.4-4.1 of the Tax Increment Allocation Redevelopment Act (the “Act”).

WHEREAS, the Village Board of Trustees desire to promote and protect the public health, welfare and safety of the TIF Study Area by encouraging redevelopment in the TIF Study Area.

WHEREAS, the Village Board of Trustees seek to determine whether the TIF Study Area qualified as a TIF District.

WHEREAS, Section 11-74.4-4.1 requires the Village to act by Ordinance or Resolution.

NOW THEREFORE, Be it ordained, by the Village President and Village Board of Trustees of the Village of Buffalo Grove, acting in the exercise of its home rule power that:

SECTION 1: The Village Board of Trustees authorizes SB Friedman Development Advisors to complete a feasibility study on the designation of the TIF Study Area as set forth in Exhibit “A” as a redevelopment project area.

SECTION 2: The TIF Study Area to be studied is generally located along the north and south sides of Dundee Road located near the intersection of Dundee Road and Arlington Heights Road, as shown on the map attached hereto and made part hereof by reference as Exhibit “A”.

SECTION 3: The purpose of the proposed redevelopment plan and project is to encourage reinvestment in the study area, enhance the tax base, provide new job opportunities, attract sound and stable commercial growth, and improve the general welfare and prosperity of the Village.

SECTION 4: Tax Increment Financing under the Act allows a municipality to create a TIF District. Once created the amount of real estate taxes generated from the TIF District over and above the real estate taxes generated in the base year of the TIF will be deposited into a TIF Fund so that those dollars constituting the incremental increase in taxes will be available to be spent on eligible redevelopment project costs as delineated in the Act. Individual projects will be the subject of redevelopment agreements. Utilizing TIF Funds to pay for TIF eligible project costs allows developers and property owners to invest money that they would not otherwise be willing to invest without the financial assistance provided by the TIF Fund. The benefit to the municipality, residents and taxpayers is to provide additional investment dollars in an area that would not otherwise be redeveloped. At the end of the TIF period, the real estate taxes over and above the base year’s amount are then distributed to the taxing bodies and the amount of real estate taxes to be generated from the TIF District is anticipated to be higher than if no reinvestment occurred.

SECTION 5: Inquiries for additional information regarding this potential TIF District should be

made to Christopher Stilling, Deputy Village Manager, 847-459-2500. His address is 50 Raupp Blvd,
Buffalo Grove, IL 60089

SECTION 6:

This Ordinance shall be in full force and effect upon passage and approval as provided by law.

PASSED: This ____ day of _____, 2023

AYES: _____ NAYS: _____ ABSENT: _____ PASS: _____

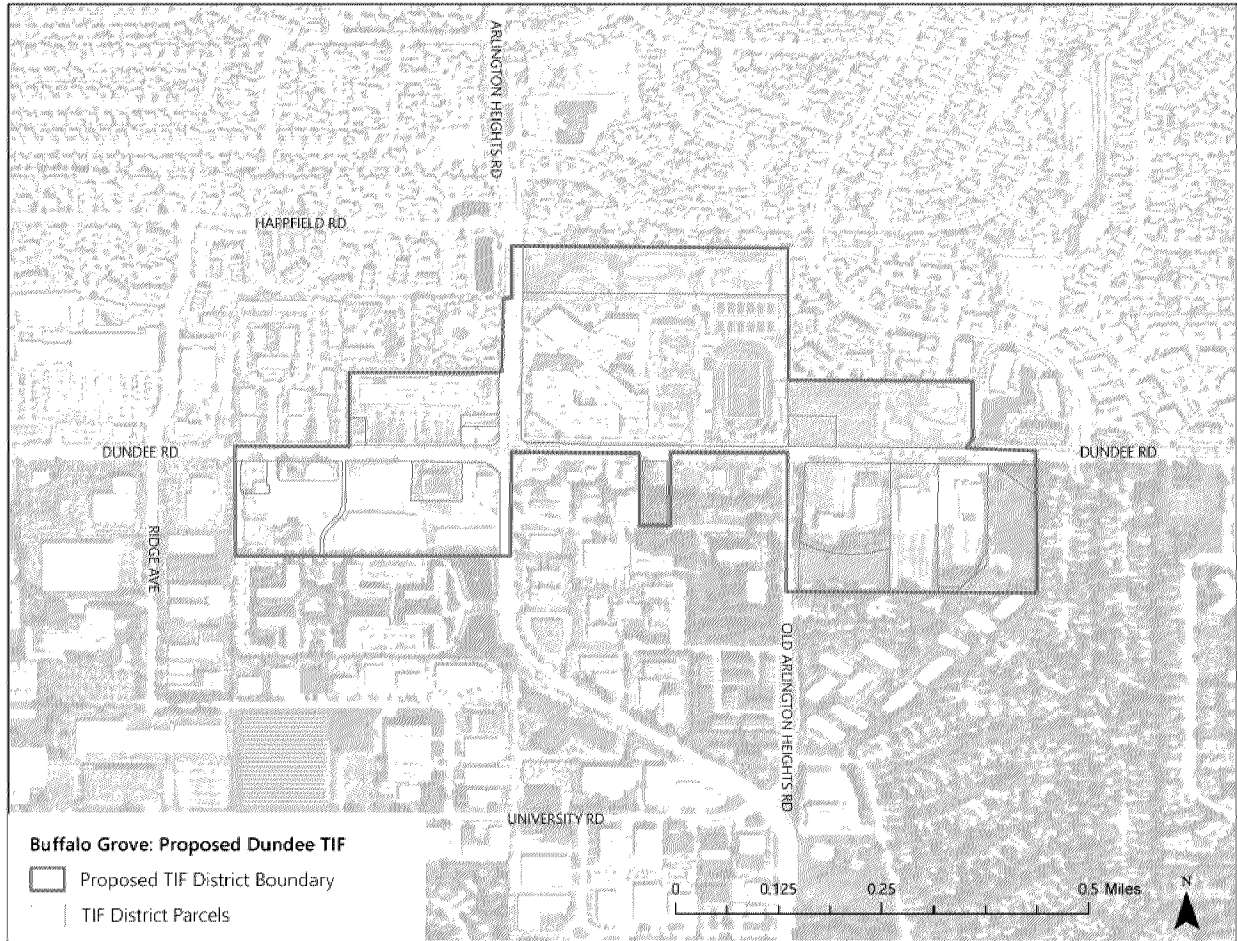
APPROVED by me this ____ day of _____, 2023

Village President

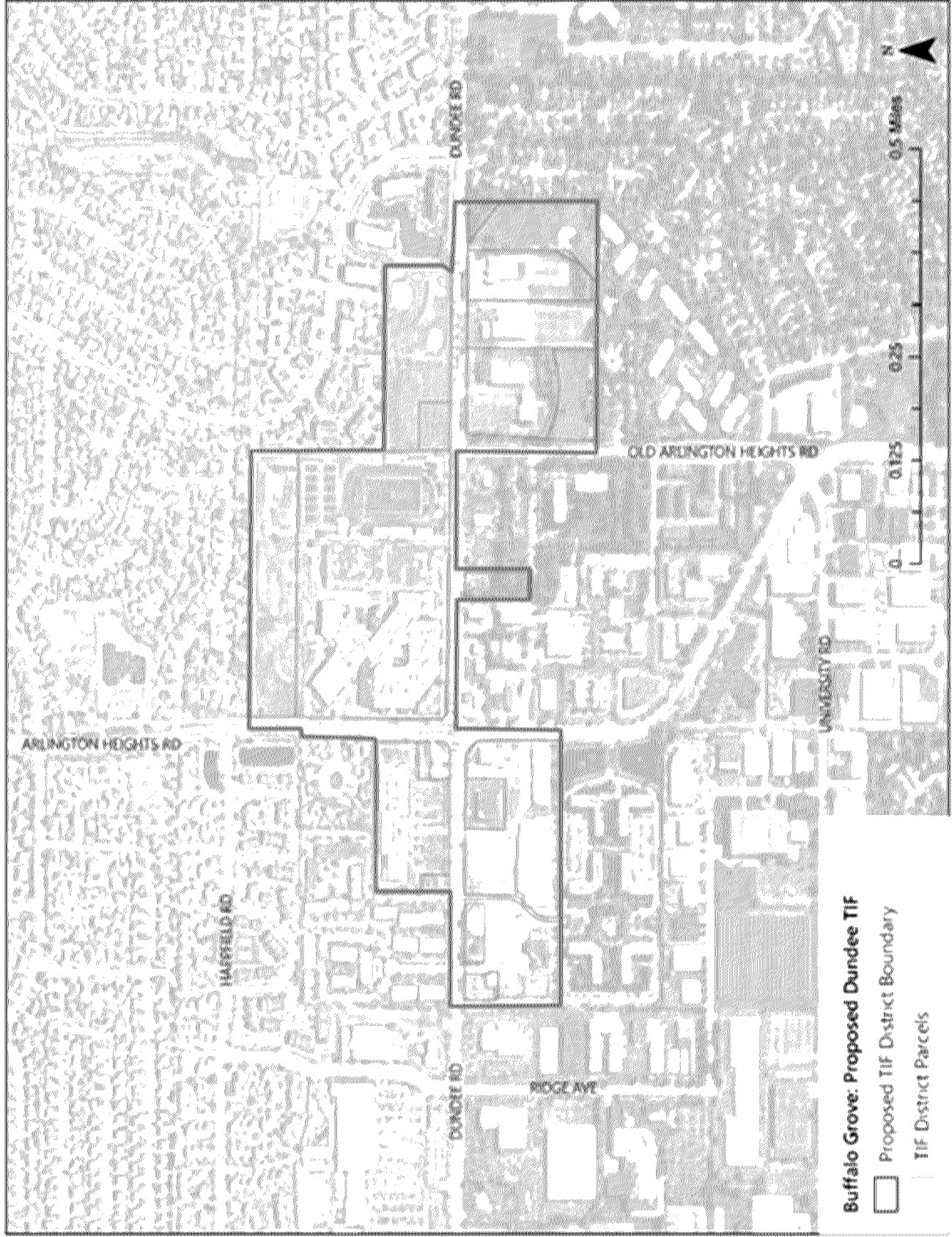
ATTESTED and FILED in the office of the Village Clerk this ____ day of
_____, 2023

Village Clerk

EXHIBIT A MAP OF THE PROPOSED TIF STUDY AREA



TIF STUDY AREA



A RESOURCE GUIDE TO TAX INCREMENT FINANCING (TIF)

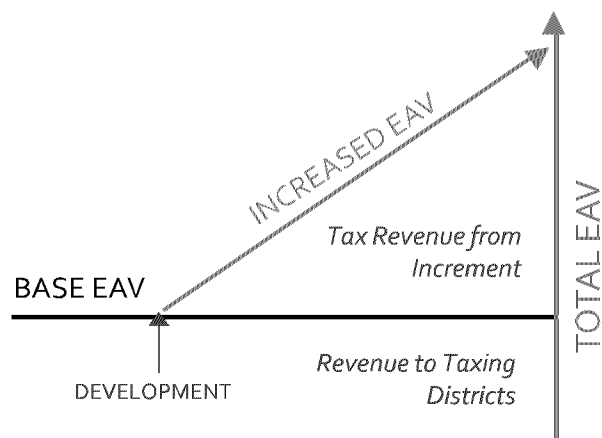
What Is TIF? Tax Increment Financing (TIF) is a program that allocates future increases in property taxes from a designated area, or TIF district, to pay for improvements within that area. In Illinois, the TIF district can remain in place for up to 23 years after its creation. The district can be extended for another 12 years, but an extension requires an act of the state legislature. Other states' laws regarding TIF vary, but the key principles are similar across the country.

How it Works

Normally, property is taxed by several different governmental jurisdictions: the municipality (City or Village), School District, County, Park District, Water Reclamation District, etc. The taxes levied are allocated to each district in accordance with its tax rate. (In this document, we refer to the municipality as the City, but it also applies to Villages).

Under TIF, the property taxes resulting from increased value due to new development, rehabilitation or improvement, property appreciation, equalization, or rate changes are all allocated to the City. Other jurisdictions continue to receive the property taxes generated by the base value of properties in the district.

All properties in the district are assessed in the same manner as all other properties and taxed at the same rate. TIF is not an increase in taxes. It is only a re-allocation of how they are used. Increases in property taxes experienced by property owners are due to reassessment and rate increases, not TIF.



Rationale

The rationale for TIF is that only the City has the responsibility and authority to support redevelopment and, more broadly, economic development. All taxing bodies benefit in the long run from the City's activities. It is, therefore, appropriate to utilize "their taxes" to help pay for costs necessary to bring about redevelopment from which the entire City will benefit. Since only the City can incur those costs, it is fair to re-allocate those tax dollars for the use of the City for a redevelopment project.

TIF District Designation

Eligibility

Illinois law provides for three different potential types of eligibility analyses that could result in an area being deemed eligible for designation as a TIF district:

1. Improved land
2. Vacant Land
3. Industrial Park Conservation Area & Jobs Recovery Act Eligibilities

1. Improved Land

If an area is improved, it can qualify for TIF eligibility in one of two ways:

Conservation Area. In this finding, over 50% of buildings within the area must be 35 years old or older; AND three (3) or more eligibility factors from the list below must be found to be present to a meaningful extent and reasonably distributed through the area:

- Dilapidation
- Obsolescence
- Deterioration
- Presence of structures below minimum code standards
- Illegal use of structures

- Excessive vacancy
- Lack of ventilation, light or sanitary facilities
- Inadequate utilities
- Excessive land coverage and overcrowding of structures and community facilities
- Deleterious land use or layout
- Environmental clean-up
- Lack of community planning
- Lack of growth in EAV

Blighted Area. In this finding, five (5) or more of the eligibility factors listed above must be found to be present to a meaningful extent and reasonably distributed throughout the area.

2. Vacant Land

There are two ways to qualify vacant land for TIF eligibility: the two-factor test or one-factor test.

Two-Factor Test. One way is to find that at least two (2) of the following six (6) factors are present to a meaningful extent and reasonably distributed throughout the study area:

- Obsolete platting
- Diversity of ownership
- Tax and special assessment delinquencies
- Deterioration of structures or site improvements in areas adjacent to vacant land
- Environmental issues
- Lack of growth in EAV

One-Factor Test. Vacant land may also qualify if the area meets one of the following criteria:

- Contains unused quarries, strip mines, or strip mine ponds
- Contains unused rail yards, rail tracks, or railroad rights-of-way
- Is subject to chronic flooding that adversely impacts real property or discharges water that contributes to flooding within the watershed (In order to consider this factor, the redevelopment project must provide for facility improvements that will contribute to the alleviation of all or part of the flooding)
- Contains unused or illegal dumping sites
- Was designated as a town center prior to January 1, 1982, is between 50 and 100 acres in size, and is 75% vacant land
- Qualified as blighted prior to becoming vacant

3. Industrial Park Conservation Area & Jobs Recovery Act Eligibilities

These two approaches are much less frequently utilized and are used only to designate industrial park TIF districts. They rely on findings regarding unemployment and inadequate infrastructure levels, vacant buildings, or environmentally contaminated sites.

These types of TIF districts only allow for industrial development and thus are rather limiting from a future land use perspective.

District Designation Required Findings and Tests

In addition to meeting the eligibility standards outlined above, to create a TIF district, the following tests must also be passed:

1. **Lack of Growth & Development through Investment by Private Enterprise.** This is a backward-looking finding that the area has not been subject to prior growth via private investment.
2. **"But for"** TIF, the study area "would not reasonably be anticipated to be developed."
3. **Contiguity.** A finding must be made that only those contiguous parcels of real property that are expected to benefit substantially from the TIF district are included in the district boundary.
4. **Conformance to the Plans of the Municipality.** The future land use plan for a TIF district must conform to the comprehensive plan or other land use plans or regulations for a City. TIF plans are not permitted to be used to make new land use policy.
5. **Housing Impact Study.** If the redevelopment plan would result in the displacement of residents from 10 or more inhabited residential units, or if the redevelopment project area contains 75 or more inhabited residential units, and no municipal certification that displacement will not occur is made, then a housing impact study is required.

Providing TIF Assistance to a Project

Public Project Review Considerations

The review considerations for supporting a public project, such as a park, streetscape or other public capital project, are relatively simple.

1. Are there sufficient TIF funds available or projected to be available to pay for the project?
2. Does the proposed project support the goals and objective of the TIF plan?

Private Project Review Considerations

For projects that are driven by private sector developers or business owners, providing public TIF funding should be considered an extraordinary intervention in the largely privately-driven real estate market. Accordingly, such interventions are worthy of a good deal of scrutiny, and any agreement to financially support a private project must be structured carefully to provide the City with reasonable protections and assurances regarding outcomes. We recommend that projects requesting City TIF assistance be reviewed in the following ways:

Project Feasibility Review – Before getting too far into detailed financial and legal work, some level of market and/or other higher-level feasibility testing may be warranted. Assuming the project passes this initial test, further research and analyses may be desired.

Public Benefit – This analysis is crucial because an inability to get private financing does not necessarily mean a project warrants TIF funding. The core question here is: “What is the benefit that the City is receiving that warrants an extraordinary intervention?” Public benefits can include bringing a contaminated site back into productive use, employment growth, and tax base growth, among others.

Eligible/Extraordinary Costs – State law only allows for certain types of costs to be paid for with TIF funds. A close inspection of the project budget is required to ensure that the City is reimbursing for legally allowed costs.

Gap Analysis – Assuming a project is providing sufficient public benefits to potentially warrant TIF funding, a detailed review of the project's financials is recommended. Examinations of projected revenues, costs, absorption pace, financing plan and other key elements of the project are necessary to determine whether the project needs TIF money to achieve a market-level return for the developer. By subjecting the project's financial projections to close scrutiny, the City also demonstrates to taxpayers and other taxing bodies that they are careful stewards of these funds and seek to use TIF only when the project legitimately requires assistance.

TIF Revenue Projections – In addition to validating the need for assistance, a City should also assess whether there will be sufficient revenues to provide the required assistance. Revenue projections based on market-validated comparable assessments and absorption levels provide a sense of the scale of potential assistance.

Balancing Risk and Structuring Deals – Once the level of assistance has been negotiated based on the work conducted above, the form, timing and terms of that assistance must be negotiated. For example, in this process, cities often introduce “go dark” provisions; if a project stops operating within a certain period of time, the TIF payments can be stopped and prior payments can be recaptured.

Bond Feasibility Study

If, in the course of reviewing the project's pro forma, it is determined that TIF bonds are required by the developer and/or desirable for the City, additional research regarding revenue projections will be required. Refined TIF revenue projections along with substantial supporting documentation must be prepared to make the bonds saleable both legally and from a market perspective.

Compliance and Reporting Considerations

TIF payments must be made as reimbursements for costs already incurred. Documentation of costs incurred and paid must be submitted and approved before releasing TIF funds. In addition, state law requires cities to prepare regular reports on TIF districts to help ensure that adequate public scrutiny is given to these funds.

Project Compliance

It is common practice for a City to review the documentation regarding TIF-eligible costs prior to making a payment. Documentation of project costs often includes:

1. Lien waivers for lienable costs such as hard construction costs
2. Copies of invoices and canceled checks for non-lienable costs (soft costs)
3. Transfer tax documents for land purchases
4. Interest cost statements from lenders

Some cities require a total investment amount as a part of their agreement(s) with developers. That figure can often be verified by reviewing an Owner's Sworn Statement in concert with other documents.

A close review of these documents ensures that a City is only reimbursing for costs that were incurred at the right time, in the right location, and used for legally allowable purposes. Again, close scrutiny of these issues can help show the care with which a City is utilizing TIF funds.

State Reporting Compliance

In addition to reviewing project costs to be sure that TIF funds are being spent legally, Illinois state law requires that cities generate reports to explain the activities occurring within a TIF district to other taxing bodies and the public. There are two major types of reports that must be generated:

1. Annual Reports – These reports are generated within a template provided by the State Office of the Comptroller. They provide a summary-level reporting of revenues and expenses for the most recent year and cumulatively since the creation of the TIF district. These reports must be completed prior to the annual Joint Review Board Meeting, also required by state law.

2. 10-Year Status Reports – Illinois law also requires cities to provide a status report after a TIF district has been in place for 10 years. State law provides general guidance in terms of report content. However, these reports are much more narrative in nature and can vary from one TIF district to another. For an example of a 10-Year Status Report completed for the City of Chicago, please visit: <http://bit.ly/K7309A>.

Conclusions

Tax Increment Financing (TIF) is a powerful tool that allows municipalities to make targeted investments to help spur economic development. The right combination of experience and expertise is essential to ensure that TIF districts are created and managed in accordance with applicable state statutes and maximize the public benefits of investing property tax dollars in public and private projects. In addition, following best practices in eligibility analysis and reporting can help ensure that public funds are well-managed and increase public confidence in municipalities' TIF programs. Enabling legislation requires a variety of findings when establishing a district, defines eligible costs that can be funded with TIF money, and requires ongoing reporting and compliance to help ensure transparency and accountability to taxpayers and other taxing bodies.

A well-managed TIF program can help certain communities spur development and/or redevelopment while being sensitive to legal and public policy concerns of other local stakeholders.

Note: This document is only a brief summary of the requirements and conditions for Tax Increment Financing. The full text, including recent reforms, of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, can be found online at: <http://bit.ly/1ghRAuP> | <http://bit.ly/K74f8B>

The full text of the Industrial Jobs Recovery Law can be found online at: <http://bit.ly/1dgCDek>

For more information on Tax Increment Financing and/or TIF consulting services, please contact SB Friedman Development Advisors at **(312) 424-4250** or info@sbfriedman.com.

TIF DISTRICTS IN ILLINOIS



Conceptual Rendering of Bryn Mawr Station



Ordinance No. O-2023-33 : Ordinance Establishing a Tax Increment Financing Interested Parties Registry for the Proposed 2023 Buffalo Grove Dundee Road TIF District

Recommendation of Action

Staff recommends approval.

Attached is the ordinance establishing the Interested Parties Registry and registration rules. This is a statutorily required ordinance for a jurisdiction that is contemplating Tax Increment Finance (TIF) District. The registry is kept by the Deputy Clerk and is utilized as a means to keep interested parties informed concerning the creation of a possible TIF district (i.e. notices, feasibility studies, and plans).

ATTACHMENTS:

- BOT Memo Registry (DOCX)
- Ordinance (DOC)
- TIF Registry Notice to Post (DOC)

Trustee Liaison
Smith

Staff Contact
Chris Stilling, Community Development

Monday, March 20, 2023

VILLAGE OF BUFFALO GROVE



DATE: March 16, 2023

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Ordinance Establishing a Tax Increment Financing Interested Parties Registry for the Proposed 2023 Buffalo Grove Dundee Road TIF District

BACKGROUND

As part of the process of creating a possible Tax Increment Financing (TIF) District for the Dundee Road area, the Village is required to approve an Ordinance establishing an Interested Parties Registry. Approval of the Ordinance does not mean that the TIF will be established; however, approval of the ordinance is required pursuant to state law in order to set up an Interested Parties Registry and advance toward the possible establishment of a TIF.

STAFF SUMMARY

Prior to setting up a TIF Area, whether now existing or hereafter established, the Village is required to establish an Interested Parties Registry and adopt registration rules for the registry. Eligible interested parties include residents, taxpayers and organizations active within the Village. Upon registration, Interested Parties will be entitled to receive all notices and documents required to be delivered under these Rules or as otherwise required under the Act with respect to the area.

A person or organization seeking to register as an Interested Party with respect to the proposed TIF must complete and submit a Registration Form (attached as part of the Ordinance) to the Deputy Clerk, along with supporting documentation. The Registry will be maintained by the Deputy Clerk, or a designee of the Village Manager. The Deputy City Clerk will provide written notice to the registrant confirming registration.

If approved, a notice of the Establishment of an Interested Parties Registry and Registration Rules for the Registry for the proposed 2023 Buffalo Grove Dundee Road TIF District will be published in a local newspaper.

STAFF RECOMMENDATION

Staff recommends that the Village Board approve the attached Ordinance establishing a Tax Increment Financing Interested Parties Registry for the proposed 2023 Buffalo Grove Dundee Road TIF District.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF
THE TAX INCREMENT FINANCING "INTERESTED PARTIES"
REGISTRY FOR THE 2023 BUFFALO GROVE DUNDEE ROAD TIF DISTRICT**

WITNESSETH:

WHEREAS, pursuant to Section 11-74.4-4.2 of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (the "TIF Act"), the Village of Buffalo Grove (the "Village") is required to establish an "Interested Parties Registry" and adopt registration rules for such registry for activities related to a redevelopment area;

WHEREAS, the Village of Buffalo Grove adopted Ordinance # _____, an ordinance authorizing SB Freidman Development Advisors to complete a Feasibility Study and Eligibility Study for the Proposed Buffalo Grove Dundee Road TIF (the "2023 Dundee Road TIF Study Area"), in the Village of Buffalo Grove, Illinois;

WHEREAS, the Village of Buffalo Grove now desires to create an "Interested Parties" Registry for the 2023 TIF Study Area so that it will be in place in the event the 2023 Dundee Road TIF Study Area is designated;

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

SECTION 1: The Recitals contained in the preambles to this Ordinance are incorporated in and made a part of this Ordinance.

SECTION 2: The Village President or her designee, is hereby authorized and directed to create an "Interested Parties Registry" in accordance with Section 11-74.4-4.2 of the Act for the 2023 Dundee Road TIF Study Area now under study by the Village.

SECTION 3: In accordance with Section 11-74.4-4.2 of the Act, the Village Board hereby adopts the registration rules attached to this Ordinance as Exhibit "A" as registration rules for the 2023 Buffalo Grove Dundee Road TIF Study Area which shall be known as the "2023 Buffalo Grove Dundee Road TIF Interested Persons Registry." The Village President, with the consent of the Village Attorney as to form and legality, shall have the authority to amend such registration rules from time to time as may be necessary or desirable to comply with and carry out the purposes intended by the Act.

SECTION 4: If any provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not effect any of the other provisions of this Ordinance.

SECTION 5: All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED this _____ day of _____, 2023

AYES: _____ NAYES: _____ ABSENT: _____ PASS: _____

APPROVED by me this _____ day of _____, 2023

Village President

ATTESTED TO and FILED in the office of the Village Clerk this _____ day of _____, 2023

Village Clerk

[SEAL]

EXHIBIT "A"**THE VILLAGE OF BUFFALO GROVE, ILLINOIS
TIF INTERESTED PARTIES REGISTRY REGISTRATION RULES**

- A. Definitions. As used in these Registration Rules, the following terms shall have the definitions set forth below.

"Act" shall mean the Tax Increment Allocation Redevelopment Act 65 ILCS 5/11-74.4-1 et seq., as amended from time to time.

"Village" shall mean the Village of Buffalo Grove, an Illinois municipal corporation.

"Interested Party(s)" shall mean (i) any organization(s) active within the Village, (ii) any resident(s) of the Village and (iii) any other entity or person otherwise entitled under the Act to register in a specific Registry who has registered in such Registry and whose registration has not been terminated in accordance with these Registration Rules.

"Redevelopment Project Area" shall mean a redevelopment project area that (i) is intended to qualify (or has subsequently qualified) as a "redevelopment project area" under the Act and (ii) is subject to the "interested parties" registry requirements of the Act.

"Registration Form" shall mean the form appended to these Registration Rules or such revised form as may be approved by the Village consistent with the requirements of the Act.

"Registry" or "Registries" shall mean each interested parties registry, and all such registries, collectively, established by the Village pursuant to Section 11-74.4-4.2 of the Act for this Redevelopment Project Area.

- B. Establishment of Registry. The Village shall establish a separate interested parties registry for each Redevelopment Project Area, whether existing as of the date of the adoption of these Rules or hereafter established. The Village shall establish a new registry whenever it has identified an area for study and possible designation as a Redevelopment Project Area. In any event the process of establishing the new registry must be completed prior to the deadline for sending any of the notices required by Section (J) of these rules or any other notices required by the Act with respect to the proposed Redevelopment Project Area.
- C. Maintenance of Registry. The Registries shall be maintained by the Village Clerk or her designee. In the event the Village determines that an officer of the Village other than the Village Clerk should maintain the Registries, the Village may transfer the responsibility for maintaining the Registries to such another officer or department of the Village, provided that the Village (i) gives prior written notice to all Interested

Parties not less than thirty (30) days prior to such transfer and (ii) publishes notice of such transfer in a newspaper of general circulation in the Village.

- D. **Registration by Residents.** An individual seeking to register as an Interested Person with respect to a Redevelopment Project Area must complete and submit a Registration Form to the Village Clerk. Such individual must also show a copy of a current driver's license, lease, utility bill, financial statement or such other evidence as may be acceptable to the Village Clerk to establish the individual's current Village residency.
- E. **Registration by Organizations.** An organization seeking to register as an Interested Person with respect to a Redevelopment Project Area must complete and submit a Registration Form to the Village Clerk. Such organization must also submit a copy of a one-page statement describing the organization's current operations in the Village.
- F. **Determination of Eligibility.** All individuals and organizations whose Registration Form and, supporting documentation complies with these Registration Rules shall be registered in the applicable Registry within ten (10) business days of the Village Clerk's receipt of all such documents. The Village Clerk shall provide written notice to the registrant confirming such registration. Upon registration Interested Parties shall be entitled to receive all notices and documents required to be delivered under these Rules or as otherwise required under the Act with respect to the applicable Redevelopment Project Area. If the Village Clerk determines that a registrant's Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Village Clerk shall give written notice to the registrant specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation.
- G. **Renewal and Termination.** An Interested Person's registration shall remain effective for a period of three years. At any time after such three year period the Village Clerk may provide written notice by regular mail to the Interested Person stating that such registration shall terminate unless the Interested Person renews such registration within thirty (30) days of the Village Clerk's mailing of written notice. To renew such registration, the Interested Person shall, within such thirty (30) day period, complete and submit the same Registration Form and supporting documentation then required of initial registrants in order to permit the Village Clerk to confirm such person's residency or such organization's operations in the Village. The registration of all individuals and organizations whose Registration Form and supporting documentation is submitted in a timely manner and complies with these Regulation Rules shall be renewed for an additional, consecutive three year period. If the Village Clerk determines that a registrant's renewal Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Village Clerk shall give written notice to the registrant at the address specified in the renewal Registration Form submitted by such registrant, specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation within thirty (30)

days of receipt of the Village Clerk's notice. If all defects are not corrected within thirty (30) days of the Interested Person's receipt of the Village Clerk's notice, the Interested Person's registration shall be terminated. Any Interested Person whose registration is terminated shall be entitled to register again as if a first-time registrant.

- H. **Amendment to Registration.** An Interested Party may amend its registration by giving written notice to the Village Clerk by certified mail of any of the following: (i) a change in address for notice purposes; (ii) in the case of organizations, a change in the name of the contact person; and (iii) a termination of registration. Upon receipt of such notice, the Village Clerk shall revise the applicable Registry accordingly.

- I. **Registries Available for Public Inspection.** Each Registry shall be available for public inspection during normal Village business hours. The Registry shall include the name, address and telephone number of each registered resident and for each registered organization, the name and phone number of a designated contact person.

- J. **Notices to be Sent to Interested Parties.** Interested Parties shall be sent the following notices and any other notices required under the Act with respect to the applicable Redevelopment Project Area:
 - (i) pursuant to Section 11-74.4-5(a) of the Act, notice of the availability of a proposed redevelopment plan and eligibility report, including how to obtain this information, such notice shall be sent by mail within a reasonable period of time after the adoption of the ordinance fixing the public hearing for the proposed redevelopment plan;

 - (ii) pursuant to Section 11-74.4-5(a) of the Act, notice of changes to proposed redevelopment plans that do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of households will exceed ten; such notice shall be sent by mail not later than ten (10) days following the Village's adoption by ordinance of such changes;

 - (iii) pursuant to Section 11-74.4-5(c) of the Act, notice of amendments to previously approved redevelopment plans that do not: (i) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than five percent after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment

project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase number of low or very low income households to be displaced from the redevelopment project area, provided that measured from time of creation of the redevelopment project area the total displacement of households will exceed ten; such notice shall be sent by mail not later than ten days following the Village's adoption by ordinance of any such amendment;

(iv) pursuant to Section 11-74.4-5(d)(9) of the Act, for plans or projects that would result in the displacement of residents of ten or more inhabited residential units or that contain 75 or more inhabited residential units, notice of the availability of annual report described by Section 11-74.4-5(d) of the Act, including how to obtain the annual report; such notice shall be sent by mail within a reasonable period of time after completion of the certified audit report.

(v) pursuant to Section 11-74.4-6(e) of the Act, notice of the preliminary public meeting required under the Act for a proposed Redevelopment Project Area that will result in the displacement of ten or more inhabited residential units or which will contain 75 or more inhabited residential units, such notice shall be sent by certified mail not less than 15 days before the date of such preliminary public meeting.

- K. Non Interference. These Registration Rules shall not be used to prohibit or otherwise interfere with the ability of eligible organizations and individuals to register for receipt of information to which they are entitled under the Act.
- L. Amendment of Registration Rules. These Registration Rules may be amended by the Village subject to and consistent with the requirements of the Act.

EXHIBIT "B"

**NOTICE
VILLAGE OF BUFFALO GROVE
TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA REGISTRATION
FOR INTERESTED PARTIES REGISTRY**

Pursuant to Section 11-74.4-4.2 of the Tax increment Allocation Redevelopment Act 65 ILCS 5/11-74.4-1 et seq. (the "Act") the Village of Buffalo Grove, Illinois (the "Village") is required to establish an interested parties registry ("Registry" or "Registries") for each Tax Increment Financing ("TIF") redevelopment project area created pursuant to the Act (a "Redevelopment Project Area") whether existing as of the date of this notice or hereafter established. The Village will be adopting an ordinance authorizing the establishment of Registries by the Village Clerk and adopting registration rules for such Registries. The purpose of this notice is to inform interested parties of the Registries and registration rules for the Registries and to invite Interested Parties (as defined below) to register in the Registry for any Redevelopment Project Area.

Any organization active within the Village and any resident of the Village (an "Interested Party") is entitled to register in the Registry for any Redevelopment Project Area. Organizations include, but are not limited to, businesses, business organizations, civic groups, not-for-profit corporations and community organizations.

An organization seeking to register as an Interested Party with respect to a Redevelopment Project Area must also complete and submit a registration form to the Village Clerk. Such individual must also show a copy of a current driver's license, lease, voter registration card, utility bill, financial statement or such other evidence as may be acceptable to the Village Clerk to establish the individual's current Village residency.

An Interested Party Registry is being established for the following TIF Redevelopment Project Area, adoption of which the Village intends to pursue: 2023 Buffalo Grove Dundee Road Redevelopment Project Area

All individuals and organizations whose registration form and supporting documentation comply with the registration rules and who submit such documentation, either in person or by mail, to the Village Clerk, Village of Buffalo Grove, 50 Raupp Road, Buffalo Grove, IL 60089, will be registered in the applicable Registry within ten (10) business days of the Village Clerk's receipt of all such documents. The Village Clerk will provide written notice to the registrant confirming such registration. Upon registration, Interested Parties will be entitled to receive all notices and documents required to be delivered under the Act with respect to the applicable Redevelopment Project Area. If the Village Clerk determines that a registrant's registration form and /or supporting documentation is incomplete or does not comply with the registration rules adopted by the Village, the Village Clerk will give written notice to the registrant specifying the defects. The registrant will be entitled to correct any defects and resubmit a new registration form and supporting documentation. An interested Party's registration will remain effective for a period of three years. Rules for the renewal

or amendment of an Interested Party's registration are included with the registration form that may be obtained as described in this Notice.

Each Registry will be available for public inspection at the office of the Village Clerk during normal Village business hours. The Registry will include the name, address and telephone number of each Interested Person and, for organizations, the name and phone number of a designated contact person.

Interested Parties will be sent the following notices and any other notices required under the Act with respect to the applicable Redevelopment Project Area:

- (i) pursuant to Section 11-74.4-5(a) of the Act, notice of the availability of a proposed redevelopment plan and eligibility report, including how to obtain this information; such notice will be sent by mail within a reasonable period of time after the adoption of the ordinance fixing the public hearing for the proposed redevelopment plan;
- (ii) pursuant to Section 11-74.4-5(a) of the Act, notice of changes to proposed redevelopment plans that do not (1) add additional parcels of property to the proposed development project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that, measured from the time of creation of the redevelopment project area, the total displacement of inhabited households will exceed 10; such notice will be sent by mail not later than 10 days following the Village's adoption by ordinance of such changes;
- (iii) pursuant to Section 11-74.4-5(c) of the Act, notice of amendments to previously approved redevelopment plans that do not (1) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than five percent after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan or (6) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of inhabited households will exceed ten; such notice will be sent by mail not later than ten days following the Village's adoption by ordinance of such amendment;
- (iv) pursuant to Section 11-74.4.5(d)(9) of the Act, for redevelopment plans or projects that would result in the displacement of residents from ten or more inhabited residential units or that contain 75 or more inhabited residential units, notice of the availability of this information, including how to obtain the report, required by subsection (d) of Section 5/11-74.4-5 of the Act; such notice will be sent by mail within a reasonable period of time after completion of the certified audit report; and

(v) pursuant to, Section 11-74.4-6(e) of the Act, notice of the preliminary public meeting required under the Act for a proposed Redevelopment Project Area that will result in the displacement of ten or more inhabited residential units, such notice will be sent by certified mail not less than 15 days before the date of such preliminary public meeting. Registration forms can be picked up at the office of the Village Clerk, Village of Buffalo Grove, 50 Raupp Road, Buffalo Grove, Illinois 60089. Registration forms can be obtained by interested Parties in person or by their representatives. Registration Forms will not be mailed or faxed.

_____, 2023

Village Clerk
Village of Buffalo Grove, Illinois

EXHIBIT "C"**INTERESTED PARTY REGISTRATION FORM FOR
2023 BUFFALO GROVE DUNDEE ROAD TIF****TO WHOM IT MAY CONCERN:**

You have expressed an interest in having your name placed on the 2023 Buffalo Grove Dundee Road TIF District Interested Party Registration list.

I have enclosed a copy of the Village of Buffalo Grove, Illinois Interested Party Registration Rules and Registration form for the 2023 Buffalo Grove Dundee Road TIF District.

Please familiarize yourself with the rules. If you desire to be placed on this Interested Party Registry for the 2023 Buffalo Grove Dundee Road TIF, please complete the Registration Form below and return it to my attention with some evidence of your residency and/or organization's activity within the Village of Buffalo Grove. Upon receipt of the registration form and evidence of residency and/or organizational activity. I will place you on the Interested Parties Registry.

Evidence of residency can be by a copy of a current driver's license, a lease, utility bill, financial statement or such other evidence as may be acceptable to the Village Clerk to establish residency or organizational activity.

Thank you

Jessie Brown
Deputy Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
(847) 459-2500

Name: _____

Organization if appropriate: _____

Street Address: _____

City, State and Zip Code: _____

Evidence of Residency or Organizational Activity being submitted:

Date: _____

**NOTICE
VILLAGE OF BUFFALO GROVE
TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA REGISTRATION
FOR INTERESTED PARTIES REGISTRY**

Pursuant to Section 11-74.4-4.2 of the Tax increment Allocation Redevelopment Act 65 ILCS 5/11-74.4-1 et seq. (the "Act") the Village of Buffalo Grove, Illinois (the "Village") is required to establish an interested parties registry ("Registry" or "Registries") for each Tax Increment Financing ("TIF") redevelopment project area created pursuant to the Act (a "Redevelopment Project Area") whether existing as of the date of this notice or hereafter established. The Village will be adopting an ordinance authorizing the establishment of Registries by the Deputy Village Clerk and adopting registration rules for such Registries. The purpose of this notice is to inform interested parties of the Registries and registration rules for the Registries and to invite Interested Parties (as defined below) to register in the Registry for any Redevelopment Project Area.

Any organization active within the Village and any resident of the Village (an "Interested Party") is entitled to register in the Registry for any Redevelopment Project Area. Organizations include, but are not limited to, businesses, business organizations, civic groups, not-for-profit corporations and community organizations.

An organization seeking to register as an Interested Party with respect to a Redevelopment Project Area must also complete and submit a registration form to the Deputy Village Clerk. Such individual must also show a copy of a current driver's license, lease, voter registration card, utility bill, financial statement or such other evidence as may be acceptable to the Deputy Village Clerk to establish the individual's current Village residency.

An Interested Party Registry is being established for the following TIF Redevelopment Project Area, adoption of which the Village intends to pursue: 2023 Buffalo Grove Dundee Road Redevelopment Project Area

All individuals and organizations whose registration form and supporting documentation comply with the registration rules and who submit such documentation, either in person or by mail, to the Deputy Village Clerk, Village of Buffalo Grove, 50 Raupp Road, Buffalo Grove, IL 60089, will be registered in the applicable Registry within ten (10) business days of the Deputy Village Clerk's receipt of all such documents. The Deputy Village Clerk will provide written notice to the registrant confirming such registration. Upon registration, Interested Parties will be entitled to receive all notices and documents required to be delivered under the Act with respect to the applicable Redevelopment Project Area. If the Deputy Village Clerk determines that a registrant's registration form and /or supporting documentation is incomplete or does not comply with the registration rules adopted by the Village, the Deputy Village Clerk will give written notice to the registrant specifying the defects. The registrant will be entitled to correct any defects and resubmit a new registration form and supporting documentation. An interested Party's registration will remain effective for a period of three years. Rules for the renewal or amendment of an Interested Party's

registration are included with the registration form that may be obtained as described in this Notice.

Each Registry will be available for public inspection at the office of the Deputy Village Clerk during normal Village business hours. The Registry will include the name, address and telephone number of each Interested Person and, for organizations, the name and phone number of a designated contact person.

Interested Parties will be sent the following notices and any other notices required under the Act with respect to the applicable Redevelopment Project Area:

- (i) pursuant to Section 11-74.4-5(a) of the Act, notice of the availability of a proposed redevelopment plan and eligibility report, including how to obtain this information; such notice will be sent by mail within a reasonable period of time after the adoption of the ordinance fixing the public hearing for the proposed redevelopment plan;
- (ii) pursuant to Section 11-74.4-5(a) of the Act, notice of changes to proposed redevelopment plans that do not (1) add additional parcels of property to the proposed development project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that, measured from the time of creation of the redevelopment project area, the total displacement of inhabited households will exceed 10; such notice will be sent by mail not later than 10 days following the Village's adoption by ordinance of such changes;
- (iii) pursuant to Section 11-74.4-5(c) of the Act, notice of amendments to previously approved redevelopment plans that do not (1) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than five percent after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan or (6) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of inhabited households will exceed ten; such notice will be sent by mail not later than ten days following the Village's adoption by ordinance of such amendment;
- (iv) pursuant to Section 11-74.4.5(d)(9) of the Act, for redevelopment plans or projects that would result in the displacement of residents of ten or more inhabited residential units or that contain 75 or more inhabited residential units, notice of the availability of this information, including how to obtain the report, required by subsection (d) of Section 5/11-74.4-5 of the Act; such notice will be sent by mail within a reasonable period of time after completion of the certified audit report; and

(v) pursuant to, Section 11-74.4-6(e) of the Act, notice of the preliminary public meeting required under the Act for a proposed Redevelopment Project Area that will result in the displacement of ten or more inhabited residential units, such notice will be sent by certified mail not less than 15 days before the date of such preliminary public meeting. Registration forms can be picked up at the office of the Deputy Village Clerk, Village of Buffalo Grove, 50 Raupp Road, Buffalo Grove, Illinois 60089.

Registration forms can be obtained by interested Parties in person or by their representatives. Registration Forms will not be mailed or faxed.

March 20, 2023

Jan Sirabian
Village Clerk
Village of Buffalo Grove, Illinois



Resolution No. R-2023-7 : Inducement Resolution Regarding the Possible Adoption of the 2023 Buffalo Grove Dundee Road Tax Increment Financing District

Recommendation of Action

Staff recommends approval.

As part of the process of creating a possible Tax Increment Financing (TIF) District for the Dundee Road area, the staff is seeking approval of an Inducement Resolution regarding the proposed adoption of the 2023 Buffalo Grove Lake Cook Road Tax Increment Financing District. The Inducement Resolution does not commit the Village to adopting a TIF, but merely states that should a TIF be adopted in the future, certain costs incurred by the Village or developer to redevelop a property would be considered by the municipality as being eligible for TIF reimbursement.

ATTACHMENTS:

- BOT Memo (DOCX)
- VBG Inducement Resolution for entire TIF (DOC)
- Proposed TIF Boundary (DOCX)

Trustee Liaison
Johnson

Staff Contact
Chris Stilling, Community Development

Monday, March 20, 2023

VILLAGE OF BUFFALO GROVE



DATE: March 16, 2023

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Inducement Resolution Regarding the Possible Adoption of the 2023 Buffalo Grove Dundee Road Tax Increment Financing District

BACKGROUND

As part of the process of creating a possible Tax Increment Financing (TIF) District for the Dundee Road area, staff is seeking approval of an Inducement Resolution regarding the proposed adoption of the 2023 Buffalo Grove Dundee Road Tax Increment Financing District. The Inducement Resolution does not commit the Village to adopting a TIF, but merely states that should a TIF be adopted in the future, certain costs incurred by the Village or developer to redevelop a property would be considered by the municipality as being eligible for TIF reimbursement.

STAFF RECOMMENDATION

Staff recommends that the Village Board approve the Inducement Resolution regarding the proposed 2023 Buffalo Grove Dundee Road Tax Increment Financing District.

**VILLAGE OF BUFFALO GROVE, ILLINOIS
INDUCEMENT RESOLUTION
RELATING TO THE POSSIBLE ADOPTION OF TAX INCREMENT FINANCING FOR THE 2023
BUFFALO GROVE DUNDEE ROAD TIF STUDY AREA,
BUFFALO GROVE, ILLINOIS**

WHEREAS, the Village of Buffalo Grove, Illinois (the "Village") is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health safety, morals, and welfare; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 11-74.4-1, et seq. (the "Act"), to finance redevelopment project costs in connection with redevelopment project areas established in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, the Village hereby finds and determines that the financing intended herein will serve the public purposes of the Village; and

WHEREAS, the Village desires to redevelop an area referred to as the 2023 Buffalo Grove Dundee Road TIF District Redevelopment Project Area generally located along the north and south sides of Dundee Road located near the intersection of Dundee Road and Arlington Heights Road, and

WHEREAS, it appears that the area cannot be redeveloped without the adoption of a tax increment financing plan pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 11-74, 4-1, et seq. (the "TIF Act"); and

WHEREAS, pursuant to the TIF Act, to implement tax increment financing, it is necessary for the Village to adopt a redevelopment plan and redevelopment project, and designate a redevelopment project area on the basis of finding that the area qualifies pursuant to statutory requirements, and make a finding that the redevelopment project area on the whole has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the adoption of a redevelopment plan, which plans contains a commitment to use public funds; and

WHEREAS, the exact boundaries of the redevelopment project area are not precisely defined at this time or the exact content of the redevelopment plan pursuant to the TIF Act are not finalized at this time but will be established in the near future; and

WHEREAS, time is of the essence due to redevelopment interest and needs in the subject redevelopment area; and

WHEREAS, the Village will expend funds in the investigation of a potential Tax Increment Financing District, including, but not limited to, legal, engineering, planning and other consultants which would be eligible to be paid as eligible redevelopment project costs in the event the Tax Increment Finance District is created and as permitted by the Act (the “Village’s Potential Eligible Costs”); and

WHEREAS, in reliance upon the Village’s commitment to explore the issue of creating a Tax Increment Finance District, Developers may choose to expend money with respect to the following expenses, including, but not limited to, engineering, legal, design, remediation, property acquisition and other expenses which could be reimbursed if a Tax Increment Finance District is created and as permitted by the Act (the “Developer’s Potential Eligible Costs”); and

WHEREAS, this Resolution does not obligate the Village to create a Tax Increment Finance District on the Property, or any portion thereof, nor shall it obligate the Village to enter into a redevelopment agreement with a Developer in the event a Tax Increment Financing District is created, but rather, it is intended to induce Developers to pursue plans for redevelopment and to provide for the potential reimbursement of the Village’s Potential Eligible Costs and the Developer’s Potential Eligible Costs in the event such a Tax Increment Finance District is created, the costs are legally permitted to be reimbursed, and the Village agrees to reimburse such costs; and

NOW, THEREFORE, BE IT RESOLVED by the Village Board of Trustees of the Village of Buffalo Grove that

Section One: Incorporation of Recitals

The recitals set forth above are incorporated into this Section as if fully set forth herein.

Section Two: Property Review

Village staff has examined the Property and its condition and circumstances and, at this time, the Corporate Authorities conclude that it is reasonable to believe that a tax increment financing plan may be adopted for said Property and expenditures of development costs in furtherance of the plan and potential development may be allowable “redevelopment project costs” under the plan, provided however, that this resolution is not a guarantee that any such plan will be adopted, or that any such costs will be allowed as “redevelopment project costs” but rather, is an expression of the intent to consider that possibility in the event that a TIF District is created.

Section Three: Inducement

This Resolution is adopted for purposes of inducing the Village and Developers to proceed with the potential redevelopment of the Property and to incur costs pending the possible approval of a TIF and a redevelopment agreement.

Section Four: Reimbursement

In the event a Tax Increment Finance District is created over some or all of the Property, the Village may consider, but is not obligated to making reimbursement for a developer’s

Potential Eligible Costs and the Village's Potential Eligible Costs to the extent approved by the Village and authorized by law. In the event that no Tax Increment Finance District is created over some or all of the Property, the Village shall in no way be obligated to reimburse any developer for any of its costs or expenses.

Section Five: Authorization

The Corporate Authorities hereby authorize and direct the Village Manager or his designee to draft and execute all necessary documents and perform all necessary tasks to effectuate the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to, countersign, and affix the seal of the Village to all such documents as are deemed necessary.

Section Six: Other Actions Authorized

The officers and employees of the Village shall take all actions reasonably required or necessary to carry out and give effect to the intent of this Resolution and otherwise take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the actions contemplated herein.

PASSED AND APPROVED THIS __ DAY OF MARCH, 2023

AYES __

NAYS __

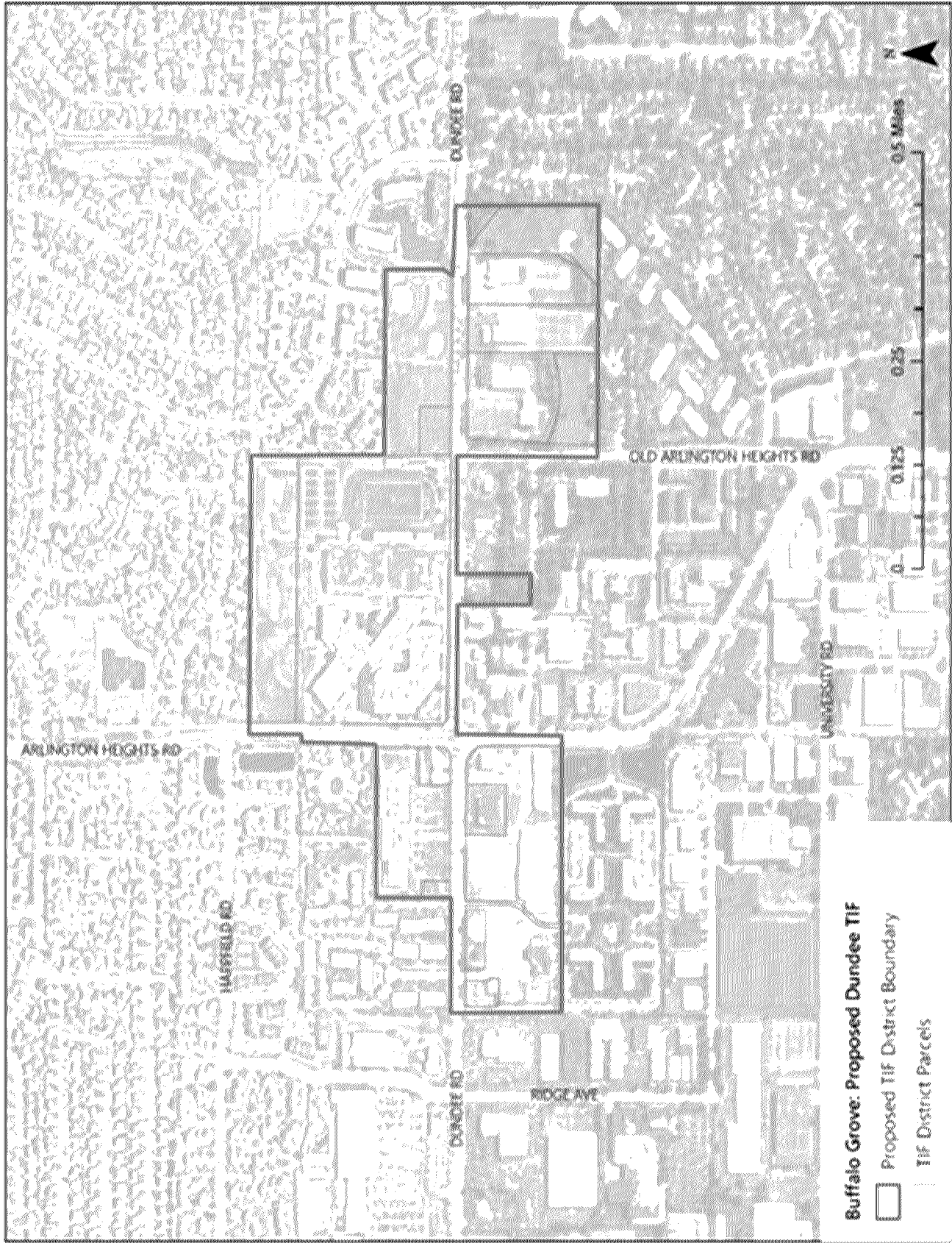
ABSENT __

VILLAGE OF BUFFALO GROVE

By: _____
Village President

ATTEST: _____
Village Clerk

TIF STUDY AREA





Resolution No. R-2023-8 : Approve an Inducement Resolution with Shorewood Development Group for the Redevelopment of the Existing Vacant Car Dealership Site Located at 915-945 Dundee Road

Recommendation of Action

Staff recommends approval.

Attached for the Village Board's consideration is an Inducement Resolution for the proposed redevelopment of the former Rohrman car dealership site located at 915-945 Dundee Road. Shorewood Development Group (SDG) has entered into a contract to purchase and redevelop the existing property with a new car franchise as well as retail and residential. The purpose of the Resolution is to allow SDG to potentially be reimbursed for TIF eligible expenses, should the proposed Dundee Road TIF be approved. This Resolution does not commit the Village to reimburse SDG. Rather it allows for SDG to seek reimbursement as part of a redevelopment agreement with the Village, which would be considered at a later date

ATTACHMENTS:

- BOT Memo (DOCX)
- Shorewood Inducement Resolution (DOC)

Trustee Liaison
Johnson

Staff Contact
Chris Stilling, Community Development

Monday, March 20, 2023

VILLAGE OF BUFFALO GROVE



DATE: March 16, 2023

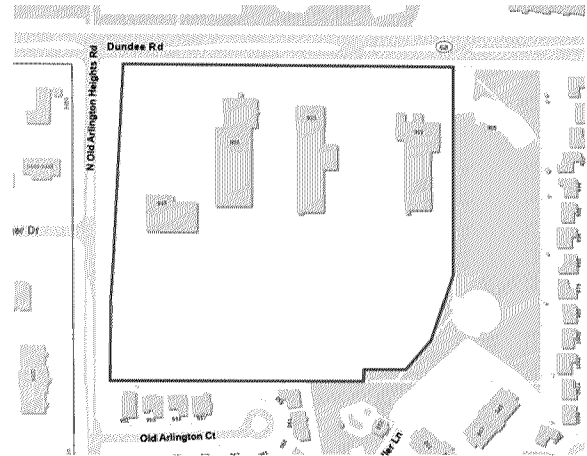
TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Inducement Resolution- Shorewood Development Group

BACKGROUND

Attached for the Village Board's consideration is an Inducement Resolution for the proposed redevelopment of the former Rohrman car dealership site located at 915-945 Dundee Road. Shorewood Development Group (SDG) has entered into a contract to purchase and redevelop the existing property with a new car franchise as well as retail and residential. The purpose of the Resolution is to allow SDG to potentially be reimbursed for TIF eligible expenses, should the proposed Dundee Road TIF be approved. This Resolution does not commit the Village to reimburse SDG. Rather it allows for SDG to seek reimbursement as part of a redevelopment agreement with the Village, which would be considered at a later date.



PROPOSED PROJECT

While the proposed project is just at the beginning phases, SDG's plan looks to redevelop the 15 acre property with a new car franchise and service center, 20,000-30,000 square feet of new retail and multi-family residential.



Conceptual rendering looking southeast

Attachment: BOT Memo (R-2023-8 : Approve an Inducement Resolution with Shorewood Development Group)

SDG has prepared a conceptual rendering of their proposed project. At this time, SDG is not able to share the new car franchise. While the plan will evolve as they work through the Village's entitlement process and based on feedback from tenants, their concept could include:

- Remodel of the 2 existing buildings along the east side for a new car franchise and service center
- 20,000 – 30,000 square feet retail at the northwest corner of the site, along Dundee Road
- 4-5 story luxury residential building



Conceptual rendering looking southwest

TIF REIMBURSEMENT

As noted, the purpose of the Resolution is to allow SDG to potentially be reimbursed for TIF eligible expenses, should the Dundee Road TIF be approved. This Resolution does not commit the Village to reimburse SDG. Rather it allows for them to seek reimbursement as part of a redevelopment agreement with the Village, which would be considered at a later date. Pursuant to the TIF Act, eligible reimbursements may include, but are not limited to:

- Public infrastructure
- Land assemblage
- Site preparation
- Studies, surveys and plans
- Financing costs

Any reimbursement is subject to review and approval by the Village Board through a redevelopment agreement. That agreement will require SDG to provide detailed specifics about eligible expenses which would be reviewed and evaluated by the Village. While SDG has indicated that their overall investment and development costs will likely exceed \$50 million, specific details about reimbursements have not been provided.

NEXT STEPS

SDG is still completing their initial due diligence for the project. The next steps will be for them to finalize a site plan. Once they develop their final plan, this matter will be brought back to the Village Board for review and referral to the Planning & Zoning Commission to work through the public hearing process. This will likely occur starting in late spring and run through the summer.

STAFF RECOMMENDATION

Staff recommends that the Village Board approve the attached Inducement Resolution with Shorewood Development Group.

RESOLUTION NO. _____**RESOLUTION OF INDUCEMENT TO DEVELOP/
REDEVELOP CERTAIN PROPERTY IN THE
VILLAGE OF BUFFALO GROVE, ILLINOIS**

WHEREAS, the Village of Buffalo Grove, Cook County and Lake County, Illinois (the "Village") is a body politic and corporate, home rule unit of government under Section 6(a); Article VII of the 1970 Constitution of the State of Illinois and may exercise powers pertaining to its local government and affairs, and duly organized and existing under the laws of the State of Illinois; and

WHEREAS, pursuant to its powers and in accordance with the requirements of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*"), the President and Board of Trustees of the Village of Buffalo Grove (collectively, the "*Corporate Authorities*"), are authorized to finance redevelopment project costs in connection with redevelopment project areas established in accordance with the conditions and requirements set forth in the TIF Act; and,

WHEREAS, the Village desires to redevelop an area referred to as the 2023 Buffalo Grove Dundee Road TIF District Redevelopment Project Area (the "TIF Area") generally located along the north and south sides of Dundee Road located near the intersection of Dundee Road and Arlington Heights Road; and,

WHEREAS, it appears that the TIF Area cannot be redeveloped without the adoption of a tax increment financing plan pursuant to the TIF Act; and,

WHEREAS, pursuant to the TIF Act, to implement tax increment financing, it is necessary for the Village to adopt a redevelopment plan and redevelopment project, and designate a redevelopment project area on the basis of finding that the area qualifies pursuant to statutory requirements, and make a finding that the redevelopment project area on the whole has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the adoption of a redevelopment plan, which plans contains a commitment to use public funds; and

WHEREAS, the exact boundaries of the redevelopment project area are not precisely defined at this time or the exact content of the redevelopment plan pursuant to the TIF Act are not finalized at this time but will be established in the near future; and

WHEREAS, the Village has been informed by Shorewood Development Group (the "Developer"), that it intends to acquire certain property, as depicted on Exhibit A hereto, located within the TIF Area (the "Subject Property"), and thereafter substantially redevelop the Subject Property into a mixed use development (the "*Project*"); and,

WHEREAS, the Developer has informed the Village that the ability to acquire the Subject Property and undertake the Project thereon requires financial assistance from the Village for certain improvements that would be incurred in connection with the redevelopment, which costs would constitute "*Redevelopment Project Costs*" as such term as defined in the TIF act; and,

WHEREAS, in reliance upon the Village's commitment to explore the issue of creating a Tax Increment Finance District, the Developer may expend money with respect to the following expenses, including, but not limited to, engineering, legal, design, remediation, property acquisition and other expenses which could be reimbursed if a Tax Increment

Finance District is created and as permitted by the TIF Act (the "Developer's Potential Eligible Costs"); and,

WHEREAS, the Developer desires such costs related to the Project to qualify for consideration as Redevelopment Project Costs that can be reimbursed utilizing tax increment financing, provided that such costs constitute Redevelopment Project Costs under the TIF Act; and,

WHEREAS, the Village is desirous of having the Subject Property renovated and redeveloped, and the Village believes that it is not economically feasible to do so, given the impediments to renovation which have prevented such reinvestment to date; and,

WHEREAS, the Site is in need of substantial reinvestment by private enterprise and such reinvestment is not reasonably anticipated without certain public assistance by the Village; and

WHEREAS, the Corporate Authorities find and hereby declare that it is in the best interests of the Village that Subject Property as depicted on Exhibit A attached hereto and made a part hereof be redeveloped; and

WHEREAS, this Resolution is intended to allow the Developer to incur certain costs relating to the Project that may be considered Redevelopment Project Costs, provided the Corporate Authorities, within their sole discretion, review and consider an ordinance authorizing the execution of a redevelopment agreement pertaining to the Subject Property with the Developer; and,

WHEREAS, this Resolution does not obligate the Village to create a Tax Increment Finance District on the Property, or any portion thereof, nor shall it obligate the Village to enter into a redevelopment agreement with the Developer, but rather, it is intended to

induce the Developer to pursue plans for redevelopment and to provide for the potential reimbursement of the Village's Potential Eligible Costs and the Developer's Potential Eligible Costs in the event such a Tax Increment Finance District is created, the costs are legally permitted to be reimbursed, and the Village agrees to reimburse such costs.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF TRUSTEES, COOK COUNTY AND LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: The foregoing recitals shall be and are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION TWO: The Corporate Authorities may consider expenditures that are "*Redevelopment Project Costs*", as such term is defined in the TIF Act, in connection with the Project incurred prior to the review and consideration of a redevelopment agreement with the Developer, or a successor or assignee of the Developer, to be expenditures that are eligible for reimbursement through the TIF Act to the extent the Project is in furtherance of the redevelopment Plan for the overall Redevelopment Project Area.

SECTION THREE: All undertakings of the Village set forth herein are specifically contingent upon the ability of the Village to determine, review, consider and approve within its discretion, a redevelopment agreement with the Developer, or a successor or assignee of the Developer, which provides for the redevelopment of the Subject Property in accordance with the terms and conditions to be negotiated between the parties.

SECTION FOUR: If any section, paragraph, clause or provisions of this Resolution shall be held invalid, thereof shall not affect any other provision of this resolution.

SECTION FIVE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED: This _____ day of March, 2023

AYES: _____ NAYS: _____ ABSENT: _____ PASS: _____

APPROVED by me this _____ day of March, 2023

Village President of the Village of Buffalo Grove

ATTESTED and FILED in the office of the Village Clerk this

_____ day of _____, 2023

Village Clerk

EXHIBIT A

General Depiction of the Subject Property





Ordinance No. O-2023-34 : Ordinance Authorizing the Purchase of Five Ford Police Interceptor Utility Vehicles from Morrow Brothers Ford

Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase five (5) 2023 Ford Police Interceptor Utility Vehicles from Morrow Brothers Ford, in an amount not to exceed \$202,765.00.

ATTACHMENTS:

- 2023 Police Department Fleet Replacements Memo (DOCX)
- 2023 Police Department Fleet Replacement Ordinance (DOCX)
- Buffalo Grove 23 K8A x 503102023 (002) (PDF)

Trustee Liaison
Smith

Staff Contact
Jim Warnstedt, Public Works

Monday, March 20, 2023

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: March 16, 2023
TO: Dane Bragg, Village Manager
FROM: Josh Wallace, Fleet Manager
SUBJECT: 2023 Police Department Fleet Replacements

Recommendation

Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase five (5) 2023 Ford Police Interceptor Utility Vehicles from Morrow Brothers Ford, in an amount not to exceed \$202,765.00.

Background Information

The Police Department requests the purchase of five (5) 2023 Ford Police Interceptor Utility Vehicles. Units 710, 719, 720, 733 and 740 are scheduled for replacement in Fiscal Year 2023 and is fully funded in the Capital Reserve.

Unit 710 is a 2017 Ford Police Interceptor Utility Vehicle with 104,612 miles on the odometer. This unit is due to be replaced as it is no longer in a condition that makes it wise to continue its service with the Police Department. The unit will be sold for asset recovery. This vehicle will be replaced with a 2023 Ford Police Interceptor Utility Vehicle at a cost of \$40,570.00.

Unit 719 is a 2017 Ford Police Interceptor Utility Vehicle with 90,940 miles on the odometer. This unit is due to be replaced as it is no longer in a condition that makes it wise to continue its service with the Police Department. The unit will be sold for asset recovery. This vehicle will be replaced with a 2023 Ford Police Interceptor Utility Vehicle at a cost of \$40,570.00.

Unit 720 is a 2018 Ford Police Interceptor Utility Vehicle with 127,140 miles on the odometer. This unit is due to be replaced as it is no longer in a condition that makes it wise to continue its service with the Police Department. The unit will be sold for asset recovery. This vehicle will be replaced with a 2023 Ford Police Interceptor Utility Vehicle at a cost of \$40,570.00.

Unit 733 is a 2015 Ford Police Interceptor Utility Vehicle with 127,512 miles on the odometer. This unit is due to be replaced as it is no longer in a condition that makes it wise to continue its service with the Police Department. The unit will be sold for asset recovery. This vehicle will be replaced with a 2023 Ford Police Interceptor Utility Vehicle at a cost of \$40,485.00.

Unit 740 is a 2016 Ford Police Interceptor Utility Vehicle with 148,942 miles on the odometer. This unit is due to be replaced as it is no longer in a condition that makes it wise to continue its service with the Police Department. The unit will be sold for asset recovery. This vehicle will be replaced with a 2023 Ford Police Interceptor Utility Vehicle at a cost of \$40,570.00.

Police vehicle up-fitting for the new 2023 Ford Police Interceptor Utility vehicles will be completed by Ultra Strobe under a separate existing contract for a cost of \$15,000 per vehicle. These costs will be expensed from the Police Court Supervision Fund and have direct impact on that budget.

If these replacement vehicles are approved, staff would place units 710, 719, 720, 733 and 740 at auction for asset recovery when the replacement vehicles are delivered.

ORDINANCE 2023-_____**AN ORDINANCE AUTHORIZING THE PURCHASE OF 5 FORD POLICE INTERCEPTOR UTILITY VEHICLES 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 Police Department requires the replacement of 5 Ford Police Interceptor Utility Vehicles; 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 five (5) 2023 Ford Police Interceptor Utility Vehicles from Morrow Brothers Ford, in an amount not to exceed \$202,765.00.

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



March 10, 2023

Village of Buffalo Grove Illinois

We propose the following for your consideration.

5-New 2023 Ford Police Interceptor Utility AWD Gasoline

96 Cloth Front, Vinyl Rear Seats
18D Rear Gate Timer Delete
43D Dark Mode Interior Lights
51R Driver's Side LED Spotlight
549 Heated Exterior Mirrors
60A Grill/Lamp/Speaker Wiring
18W* Rear Windows Driver Controlled
68G* Rear Inside Locks/Handles Inoperative
47A Ignition Override System
59F Re-Key to 0576x
MPL New MP License / Title
All other standard equipment – Per attached page

Illinois Government Price \$40,570.00* (3 White, 1 Silver)

Illinois Government Price \$40,485.00 (1 Black)

Grand Total for All 5 Units \$202,765.00 FOB Greenfield, Illinois

Units have an ETA of April at the time of this quote and are available, first come first serve. All trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,


Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this form along with your purchase order and a copy of your Illinois Tax Exempt Letter.

Attachment: Buffalo Grove 23 K8A x 503102023 (002) (O-2023-34 : 2023 Police Department Fleet Replacements)



Ordinance No. O-2023-35 : Ordinance Authorizing a Construction Contract with Chicagoland Paving Contractors, Inc.

Recommendation of Action

Staff recommends approval, pending final review by the Village Attorney.

The Village recently bid its upcoming parking lot projects and the lowest responsible and responsive bidder was Chicagoland Paving Contractors, Inc in the amount of \$44,000.00. Staff recommends approval, pending Village Attorney review.

ATTACHMENTS:

- Memo T Bragg_Award of Bid_2023 Parking Lots (DOCX)
- 2023 Parking Lot Improvements Bid Tabulation(PDF)
- ORD_2023 Prkg Lot Repair Project Award (DOCX)

Trustee Liaison
Smith

Staff Contact
Kyle Johnson, Engineering

Monday, March 20, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 16, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: 2023 Parking Lot Repairs Project Award of Bid

Staff Recommendation

Staff recommends that the Village Board award the 2023 Parking Lot Repairs Project contract to Chicagoland Paving Contractors, Inc. at a price not to exceed \$44,000.00 because the firm is the lowest qualified bidder for the work proposed. Due to the size and scope of the project, staff recommends a contingency fund be created and controlled by the Village Manager in the amount of \$4,000.00 (10.0% of the project cost). As bids came in below the engineers estimate Public Works staff will consult with the Village Manager prior to exceeding the low bid price of \$40,000.00.

Overview

The 2023 Parking Lot Repairs Project was advertised for bids and opened on March 9th, 2023. The project includes pavement patches of varying sizes and depths to be constructed at Fire Station No. 25 and the Police Department parking lots helping extend the life of the overall pavement or as patches that are larger than the capabilities of Public Works Operations.

Attached is a copy of the Tabulation of Bids for the program indicating the lowest, qualified bid of \$40,000.00 by Chicagoland Paving Contractors, Inc.



Tabulation of Bids

9.J.b



Local Public Agency

Village of Buffalo Grove

County

Lake

Section Number

N/A

Letting Date

03/09/23

Approved Engineer's Estimate

\$91,485.00

Attended By (DOT Representative(s))

N/A

Bidder's Name	Chicagoland Paving Contractors, Inc.	Accu-Paving Co.
Bidder's Address	225 Telsler Road	2665 S. 25th Ave.
City, State, Zip	Lake Zurich, IL 60047	Broadview, IL 60155
Proposal Guarantee	Yes	Yes
Terms	5%	5%

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Base Bid											
67100100	Mobilization		LSUM	1	\$10,000.00	\$10,000.00	\$2,073.0000	\$2,073.00	\$2,000.0000	\$2,000.00		\$0.00
44200929	Class B Patches, Type I, 8in		SQYD	4	\$200.0000	\$800.00	\$125.0000	\$500.00	\$550.0000	\$2,200.00		\$0.00
44200934	Class B Patches, Type I, 8in		SQYD	39	\$180.0000	\$7,020.00	\$115.0000	\$4,485.00	\$250.0000	\$9,750.00		\$0.00
44200942	Class B Patches, Type I, 8in		SQYD	17	\$160.0000	\$2,720.00	\$115.0000	\$1,955.00	\$250.0000	\$4,250.00		\$0.00
44200944	Class B Patches, Type I, 8in		SQYD	36	\$140.0000	\$5,040.00	\$115.0000	\$4,140.00	\$245.0000	\$8,820.00		\$0.00
44201713	Class D Patches, Type I, 6in		SQYD	4	\$155.0000	\$620.00	\$125.0000	\$500.00	\$105.0000	\$420.00		\$0.00
44201717	Class D Patches, Type I, 6in		SQYD	59	\$145.0000	\$8,555.00	\$85.0000	\$5,015.00	\$98.0000	\$5,782.00		\$0.00
44201721	Class D Patches, Type I, 6in		SQYD	54	\$135.0000	\$7,290.00	\$85.0000	\$4,590.00	\$95.0000	\$5,130.00		\$0.00
44201723	Class D Patches, Type I, 6in		SQYD	173	\$125.0000	\$21,625.00	\$70.0000	\$12,110.00	\$93.0000	\$16,089.00		\$0.00
78001100	Paint Pmnt Mrkg - Ltrs & Sym		SQFT	12.4	\$25.0000	\$310.00	\$20.0000	\$248.00	\$9.0000	\$111.60		\$0.00
78001110	Paint Pmnt Mrkg - Line 4"		FOOT	1884	\$7.5000	\$14,130.00	\$1.0000	\$1,884.00	\$0.4500	\$847.80		\$0.00
44000300	Curb Removal		FOOT	25	\$10.0000	\$250.00	\$50.0000	\$1,250.00	\$25.0000	\$625.00		\$0.00
60600605	Conc. Curb, Type B		FOOT	25	\$125.0000	\$3,125.00	\$50.0000	\$1,250.00	\$300.0000	\$7,500.00		\$0.00
	Alternate Bid											
LR403400	Bit. Mat. (Cover/Seal Coats)		Ton	1	\$10,000.00	\$10,000.00	\$0.0000	\$0.00	\$12,000.00	\$12,000.00		\$0.00

As Read:	\$40,000.00	\$63,525.40
As Calculated:	\$40,000.00	\$75,525.40
% Over/Under:	(56.28)%	(17.45)%

Total Bid:

ORDINANCE 2023-_____**AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH CHICAGOLAND PAVING CONTRACTORS, 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 seeks to enter into a Construction Contract with Chicagoland Paving Contractors, Inc. for parking lot pavement repairs at Village owned and maintained parking lots,

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

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

SECTION 2. The Village Manager is authorized to enter into a Construction Contract with Chicagoland Paving Contractors, Inc. for parking lot pavement repairs at Village owned and maintained parking lots at a price not to exceed \$44,000.00, subject to the review and approval of the Village Attorney.

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

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

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

APPROVED:

 Beverly Sussman, Village President

ATTEST:

 Janet Sirabian, Village Clerk



Ordinance No. O-2023-36 : Ordinance Authorizing the Purchase of Four Vehicles from Arlington Heights Ford

Recommendation of Action

Staff recommends approval.

The approved 2023 Capital Reserve Budget includes the replacement of units 295 and 296 for the Fire Department and units 440 and 456 for the Public Works Department, with a budgeted amount of \$356,000 which includes all necessary up-fitting. Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase one (1) 2022 Ford Explorer, one (1) 2022 Ford Escape, one (1) 2022 Ford F-250 and one (1) 2022 Ford F-450 from Arlington Heights Ford, in an amount not to exceed \$268,215.76.

ATTACHMENTS:

- 2023 Fire Department and Public Works Fleet Replacement Memo (DOCX)
- 2023 Fire Department and Public Works Fleet Replacement Ordinance (DOCX)
- f223974 rev2 (PDF)
- f230025 rev (PDF)
- S223997fc (1) rev (PDF)
- a223935 (1) rev (PDF)

Trustee Liaison
Smith

Staff Contact
Jim Warnstedt, Public Works

Monday, March 20, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 16, 2023

TO: Brett Robinson, Administrative Services Director

FROM: Josh Wallace, Fleet Manager

SUBJECT: 2023 Fire Department and Public Works Fleet Replacements

Recommendation

Staff recommends the Village Board waive competitive bidding and authorize the Village Manager to purchase one (1) 2022 Ford Explorer, one (1) 2022 Ford Escape, one (1) 2022 Ford F-250 and one (1) 2022 Ford F-450 from Arlington Heights Ford, in an amount not to exceed \$268,215.76.

Background Information

The approved 2023 budget includes the replacement of units 295, 296, 440 and 456 with a budgeted amount of \$356,000 which includes all necessary upfitting. Vehicles 295 and 296 are currently assigned to the Fire Department and vehicles 440 and 456 to the Public Works Department.

Unit 295 is a 2016 Ford Explorer, with a budgeted replacement cost of \$55,000. The replacement unit is a 2022 Ford Explorer with a cost of \$ 45,661.26, plus \$11,760.34 to upfit which will be completed by Ultra Strobe, for a total cost of \$57,421.60. Currently the odometer is showing 77,066 miles. This unit is still in regular service and nearing the end of its useful life.

Unit 296 is a 2016 Ford Explorer, with a budgeted replacement cost of \$55,000. The replacement unit is a 2022 Ford Escape with a cost of \$33,798.26, plus \$2,789.14 to upfit which will be completed by Ultra Strobe, for a total cost of \$36,578.40. The use of this vehicle will change, as it will be utilized by the Fire Prevention Bureau, and the part time Public Education Position. Currently the odometer is showing 73,014 miles. This unit is still in regular service and nearing the end of its useful life.

Unit 440 is a 2009 Ford F-550 bucket truck, with a budgeted replacement cost of \$153,000. The replacement unit is a 2022 Ford F-250 with a cost of \$ 69,215.76, and \$12,000 to upfit, for a total cost of \$81,215.76. Staff will insource as much of the upfit as possible to reduce upfitting costs. Due to the successful contracted tree trimming service, the need for a third lift truck in the Forestry & Grounds section has decreased. Now that the Natural Area Maintenance program in Forestry has grown, there is a need for a more versatile vehicle. This pick-up truck will be used primarily in Natural Areas Maintenance transporting tools and chemicals. This truck will also add a plow to the back-up fleet for Snow and Ice Operations. Currently the odometer is showing 102,667 miles. This unit is still in regular service and nearing the end of its useful life.

Unit 456 is a 2011 Ford F-550 Dump, with a budgeted replacement cost of \$93,000. The replacement unit cost is a 2022 Ford-F450 with a cost of \$ 81,613.76, and \$11,386.24 to upfit, for a total cost of \$93,000. Staff will insource as much of the upfit as possible to reduce upfitting costs. This truck is primarily used for excavations and material hauling. Currently the odometer is showing 35,750 miles. This unit is still in regular service and nearing the end of its useful life.

If these replacement vehicles are approved, staff would place units 295, 296, 440, and 456 at auction for asset recovery when the replacement vehicles are delivered.

ORDINANCE 2023-_____

AN ORDINANCE AUTHORIZING THE PURCHASE OF FOUR VEHICLES FROM ARLINGTON HEIGHTS 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 and Public Works Department requires replacement vehicles; 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 Explorer, one (1) 2022 Ford Escape, one (1) 2022 Ford F-250 and one (1) 2022 Ford F-450 from Arlington Heights Ford, in an amount not to exceed \$268,215.76.

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



ARLINGTON HEIGHTS FORD

801 W. DUNDEE ROAD, ARLINGTON HEIGHTS, IL 60004-1491

Phone: (847) 870-1300
Fax: (847) 870-1330
Web: www.ahford.com

\$68,505.00
SALESPERSON 9.K.c

Benjamin McCarty
INVOICE NO.

BILL OF SALE

PURCHASER Village Buffalo Grove ADDRESS 51 RAUPP BLVE PHONE NO. (847) 459-2513 02/27/2023
CITY BUFFALO GROVE STATE IL ZIP 60089 SERIAL NO. 1FT7W2B60NEG31125 STOCK NO. F223974

YEAR	MAKE	MODEL	BODY STYLE	MILES	COLOR	DEALER INSTALLED
2022	Ford	Super Duty F-250	Crew Cab	10	Oxford	1FT7W2B60NEG31125

TRADE-IN	FACTORY INSTALLED	DEALER INSTALLED
Year & Make _____	AFTERMARKET	
Model _____	T.O. BY _____	
Body Style _____		
Serial No. _____		
Odometer Miles _____		
Allowance _____		
Less Balance Owed _____		
NET ALLOWANCE _____		
Financed With _____		
Account No. _____		

DR. LIC. #	S/S #	CASH DIFF \$
E-MAIL-		

In the event that the transaction referred to in this order is not a cash transaction, the Buyer herein, before or at the time of delivery of the vehicle, and in accordance with the terms and conditions of payments indicated on the front of this order, will execute either a chattel mortgage, conditional sales contract, additional loan or such other form of security agreement as may be required to complete this transaction upon a time credit price basis.

The purchaser represents and warrants that he is of legal age; that he has title to and good right to sell and dispose of the used car traded in described above that there are no liens, claims and/or encumbrances thereon, and agrees to furnish good and sufficient title and hereby grants Arlington Heights Ford power of attorney to assign and endorse said title for him, and to sign any and all applications, which would be necessary to register title to car being purchased in any state or territory.

After careful inspection and demonstration, the undersigned purchases the above automobile with equipment at the price and on the terms specified above in the event of out of state sale, title to the above vehicle shall remain with the seller, until said title is endorsed to and received by the purchaser through the U.S. Mail.

TRANSFER OF TITLE TO ABOVE AUTOMOBILE IS SUBJECT TO FINAL PAYMENT OF ANY AND ALL CHECKS CLEARING BANK UPON WHICH DRAWN.

Purchaser consents and agrees to dealer removing the Monroney label from vehicle. All identifying numbers on said vehicle agree with those on title or Certificate of origin.

The Seller, Arlington Heights Ford Hereby Expressly Disclaims All Warranties, Either Expressed or Implied Including Any Implied Warranty of Merchantability or Fitness for a Particular Purpose, Neither Assumes Nor Authorizes Any Other Person to Assume for it Any Liability in Connection With the Sale of the Vehicle. This Disclaimer By the Seller in No Way Affects the Terms of the Manufacturers Warranty.

(EXCEPT PER SEPARATE LIMITED WARRANTY)

I OR WE APPROVE AND ACCEPT THE ABOVE TERMS

ACCEPTED: ARLINGTON HEIGHTS FORD BY: _____ THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

NO PUBLIC LIABILITY INSURANCE ISSUED WITH THIS TRANSACTION

Attachment: f223974 rev2 (O-2023-36 : 2023 Fire Department and Public Works Fleet Replacements)



ARLINGTON HEIGHTS FORD

801 W. DUNDEE ROAD, ARLINGTON HEIGHTS, IL 60004-1491

Phone: (847) 870-1300
Fax: (847) 870-1330
Web: www.ahford.com

SALESPERSON
9.K.d
\$80,903.00

Benjamin McCarty
INVOICE NO.

BILL OF SALE

PURCHASER Village Buffalo Grove

ADDRESS 51 RAUPP BLVE

CITY BUFFALO GROVE

02/27/2023

PHONE NO. (847) 459-2513

ZIP 60089

STATE IL

☐ NEW
☐ DEMO
☐ USED

YEAR

MAKE

MODEL

BODY STYLE

MILES

COLOR

SERIAL NO.

STOCK NO.

2022

Ford

Super Duty F-450

Regular Cab

10

White

1FDTF4GN7NDA23694

F230025

TRADE-IN

FACTORY INSTALLED

DEALER INSTALLED

Year & Make

Model

Body Style

Serial No.

Odometer Miles

Allowance

Less Balance Owed

NET ALLOWANCE

Financed With

Account No.

S/S #

CASH DIFF \$

TITLE REGISTRATION AND TAXES.

NOTICE: TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE, NO MORE THAN \$347.26 MAY BE ADDED FOR DEALER COSTS AND OVERHEAD. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND

In the event that the transaction referred to in this order is not a cash transaction, the Buyer herein, before or at the time of delivery of the vehicle, and in accordance with the terms and conditions of payments indicated on the front of this order, will execute either a chattel mortgage, conditional sales contract, additional loan or such other form of security agreement as may be required to complete this transaction upon a time credit price basis.

The purchaser represents and warrants that he is of legal age; that he has title to and good right to sell and dispose of the used car traded in described above that there are no liens, claims and/or encumbrances thereon, and agrees to furnish good and sufficient title and hereby grants Arlington Heights Ford power of attorney to assign and endorse said title for him, and to sign any and all applications, which would be necessary to register title to car being purchased in any state or territory.

After careful inspection and demonstration, the undersigned purchases the above automobile with equipment at the price and on the terms specified above in the event of out of state sale, title to the above vehicle shall remain with the seller, until said title is endorsed to and received by the purchaser through the U.S. Mail.

TRANSFER OF TITLE TO ABOVE AUTOMOBILE IS SUBJECT TO FINAL PAYMENT OF ANY AND ALL CHECKS CLEARING BANK UPON WHICH DRAWN. Purchaser consents and agrees to dealer removing the Monroney label from vehicle. All identifying numbers on said vehicle agree with those on title or Certificate of origin.

The Seller, Arlington Heights Ford Hereby Expressly Disclaims All Warranties, Either Expressed or Implied Including Any Implied Warranty of Merchantability or Fitness for a Particular Purpose, Neither Assumes Nor Authorizes Any Other Person to Assume for it Any Liability in Connection With the Sale of the Vehicle. This Disclaimer By the Seller in No Way Affects the Terms of the Manufacturers Warranty. (EXCEPT PER SEPARATE LIMITED WARRANTY)

FOR WE APPROVE AND ACCEPT THE ABOVE TERMS

ACCEPTED: ARLINGTON HEIGHTS FORD BY:

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

NO PUBLIC LIABILITY INSURANCE ISSUED WITH THIS TRANSACTION

Attachment: f230025 rev (O-2023-36 : 2023 Fire Department and Public Works Fleet Replacements)



ARLINGTON HEIGHTS FORD

801 W. DUNDEE ROAD, ARLINGTON HEIGHTS, IL 60004-1491

Phone: (847) 870-1300
Fax: (847) 870-1330
Web: www.ahford.com

SALESPERSON **9.K.e**
\$44,958.00

Benjamin McCarty
INVOICE NO.

BILL OF SALE

PURCHASER Village Buffalo Grove
ADDRESS 51 RAUPP BLVE STATE IL ZIP 60089 PHONE NO. (847) 459-2513
CITY BUFFALO GROVE SERIAL NO. 02/27/2023

YEAR	MAKE	MODEL	BODY STYLE	MILES	COLOR	DEALER INSTALLED	STOCK NO.
2022	Ford	Explorer	Sport Utility	2102	White	1FMSK8DH5NGC16339	S223997F

TRADE-IN	FACTORY INSTALLED	DEALER INSTALLED
Year & Make _____	AFTERMARKET	
Model _____	T.O. BY _____	
Body Style _____		
Serial No. _____		
Odometer Miles _____		
Allowance _____		
Less Balance Owed _____		
NET ALLOWANCE _____		
Financed With _____		

Account No. _____ S/S # _____ CASH DIFF \$ _____

DR. LIC. # _____ E-MAIL _____

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ACCEPTED: ARLINGTON HEIGHTS FORD BY: _____ THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

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Attachment: S223997fc (1) rev (O-2023-36 : 2023 Fire Department and Public Works Fleet Replacements)



ARLINGTON HEIGHTS FORD

801 W. DUNDEE ROAD, ARLINGTON HEIGHTS, IL 60004-1491

Phone: (847) 870-1300
Fax: (847) 870-1330
Web: www.ahford.com

\$33,005.00
SALESPERSON 9.K.f

Benjamin McCarty
INVOICE NO.

BILL OF SALE

PURCHASER Village Buffalo Grove

ADDRESS 51 RAUPP BLVE

CITY BUFFALO GROVE

02/27/2023

PHONE NO. (847) 459-2513

ZIP 60089

STATE IL

☐ NEW
☐ DEMO
☐ USED

YEAR

MAKE

MODEL

BODY STYLE

MILES

COLOR

SERIAL NO.

STOCK NO.

2022

Ford

Escape

Sport Utility

Star White

1FMCU9G6XNUB67512

A223935

TRADE-IN

FACTORY INSTALLED

DEALER INSTALLED

Year & Make

Model

Body Style

Serial No.

Odometer Miles

Allowance

Less Balance Owed

NET ALLOWANCE

Financed With

Account No.

DR. LIC. #

S/S #

CASH DIFF \$

E-MAIL

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ACCEPTED: ARLINGTON HEIGHTS FORD BY:

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NO PUBLIC LIABILITY INSURANCE ISSUED WITH THIS TRANSACTION

Attachment: a223935 (1) rev (O-2023-36 : 2023 Fire Department and Public Works Fleet Replacements)

SELLING PRICE \$	\$33,095.0
TRADE-IN ALLOWANCE \$	
CASH DIFFERENCE \$	\$33,095.0
DOCUMENTARY SERVICE FEE \$	\$347.26
Electronic Vehicle Registration Fee \$	\$35.00
SUB TOTAL \$	\$33,477.2
SALES TAX \$	\$0.00
COUNTY TAX \$	
LIC. & TITLE \$	\$321.00
Service Contract \$	
Gap \$	
TOTAL \$	\$33,798.2
(BALANCE OWED ON TRADE) \$	
TOTAL PRICE \$	\$33,798.2

Rebate \$
C.O.D. \$
TOTAL DOWN PAYMENT \$ \$0.00
UNPAID BALANCE \$ \$33,798.2



Ordinance No. O-2023-37 : Buffalo Creek Stormwater Study

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the Christopher Burke Engineering contract for study of Buffalo Creek and Farrington Ditch, subject to review and approval by Village Attorney. Based upon the scope of work the total value of this contract is a not to exceed amount of \$273,860.00.

ATTACHMENTS:

- CBBEL Memo (DOCX)
- CBBEL Ordinance (DOCX)
- Professional Service Contract CBBEL (PDF)

Trustee Liaison
Smith

Staff Contact
Kyle Johnson, Engineering

Monday, March 20, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 16, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: Study of Buffalo Creek and Farrington Ditch

Recommendation

Based upon the scope of work the total value of this contract is a not to exceed amount of \$273,860.00. The Village of Wheeling has agreed to reimburse Buffalo Grove for their \$77,777.00 (Not to Exceed) portion of the cost in 2024. Buffalo Grove's funds will be spent from the budgeted drainage funds over a period of about two years. Staff recommends approval of the Christopher B. Burke Engineering, Ltd. contract.

Project Summary

The objective of this study will be to find sustainable solutions to stormwater management, flood control, streambank stabilization, water quality and any number of stormwater related matters along the waterways. Buffalo Creek and Farrington Ditch are regional drainage patterns that impact both the Village of Buffalo Grove and the Village of Wheeling. The study will encompass the entire creek, from the Buffalo Creek Reservoir to the Des Plaines River. This approach coincides with initiatives of the Infrastructure Modernization Program (IMP), which plan and develop infrastructure improvements that consider the Village as a whole, instead of individual developments that occurred separately over time.

Christopher B. Burke Engineering, Ltd. is heavily involved in the design and operation of the Village's storm sewer system already, completing several studies and designs over the last few years. Their skill set and understanding of our system align well with the long-term planning and considerations of this study. Additionally, they have completed the same work with the Village of Wheeling.

This study and subsequent projects have been discussed with Lake County Stormwater Management Commission (LCSMC) and the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC). Both organizations have expressed interested in the work and may be interested in helping fund long-term solutions for the region.

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

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

WHEREAS, the Village seeks to enter into an Engineering Services Agreement with Christopher B. Buke Engineering, Ltd. for a planning and engineering study of Buffalo Creek and Farrington Ditch,

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

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

SECTION 2. The Village Manager is authorized to enter into an Engineering Services Agreement with Christopher B. Buke Engineering, Ltd. for a planning and engineering study of Buffalo Creek and Farrington Ditch at a price not to exceed \$273,860.00, 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

Attachment: CBBEL Ordinance (O-2023-37 : Buffalo Creek Stormwater Study)

VILLAGE OF BUFFALO GROVE PROFESSIONAL SERVICES AGREEMENT ENGINEERING SERVICES

THIS AGREEMENT is dated as of the 20th day of March 2023 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

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

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

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

Attachment: Professional Service Contract CBBEL (O-2023-37 : Buffalo Creek Stormwater Study)

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:

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

SECTION 8. GENERAL PROVISIONS (cont.)

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

SECTION 8. GENERAL PROVISIONS (cont.)

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

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

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

Attach RFQu Response documents

December 9, 2022
Revised February 13, 2023

Village of Buffalo Grove
 51 Raupp Boulevard
 Buffalo Grove, Illinois 60089

Attention: Kyle Johnson, PE
 Assistant Director of Public Works

Subject: Proposal for Professional Engineering Services
 Buffalo Creek Watershed Stormwater Management Plan

Dear Mr. Johnson:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the preparation of a Stormwater Management Plan for the Buffalo Creek Watershed within the Village of Buffalo Grove (Village). Included in this proposal are our Understanding of the Assignment, Scope of Services, and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding that the Village would like a detailed hydrologic and hydraulic study of Buffalo Creek and Farrington Ditch. Both watercourses have mapped regulatory floodplain and floodway. The limits of the study will be the Village of Buffalo Grove and the Village of Wheeling, and it is our understanding that the two municipalities will be entering into an Intergovernmental Agreement (IGA) regarding the study.

We understand that this study will be used to develop projects in partnership with the Village of Wheeling, the Park District, the Buffalo Creek Watershed Group, and regulatory agencies to alleviate flooding within the Village and downstream communities. This study will consist of updating the latest hydrologic and hydraulic models for these watercourses with the Illinois State Water Survey (ISWS) Bulletin 75 rainfall depths that were adopted in 2020 and delineate a new floodplain for Buffalo Creek, Farrington Ditch, and White Pine Ditch within the Village. CBBEL has previously studied Buffalo Creek through the Village of Wheeling, and this previous work will be added to the current modeling to create a comprehensive set of models through both municipalities. It should be noted that the previous study for the Village of Wheeling utilized ISWS Bulletin 70 rainfall depths, and the current study will result in higher peak flowrates and flood elevations through the Village of Wheeling with the updated rainfall depth. It is not anticipated that the new flood elevations will be submitted to FEMA for flood mapping.

Using the model results, CBBEL will work with the Village to determine comprehensive projects that align with the Village's Infrastructure Modernization Program to alleviate

flooding, provide a water quality component, and focus on natural and resilient solutions. We will review and incorporate information from available documents, including but not limited to the Village's Stormwater Master Plan, Comprehensive Plan, and the Lake-Cook Corridor Study. We understand that these projects may include realigning of the creeks in coordination with Park District plans and public/private partnership opportunities related to future development scenarios within the watershed. It is anticipated that the Village of Wheeling will have projects to include as well, which may be more focused on water quality, natural solutions, and streambank stabilization.

Concept level exhibits and cost estimates of the proposed improvements will be prepared, and the qualitative benefits/quantitative costs of each alternative will be summarized in a matrix that allows for easy comparison across alternatives. The alternatives will also be evaluated for their grant funding opportunities. The results of the study will be summarized in a digital report that includes narrative, exhibits, modeling and all calculations.

Based on this experience and discussions with Village staff, we are recommending the following Scope of Services for the Buffalo Grove Watershed Stormwater Study.

SCOPE OF SERVICES

CBBEL has identified the tasks that will lead to a successful completion of the Buffalo Creek Watershed Stormwater Management Plan:

Task 1 – Kickoff Meetings: We will meet with the Village staff to memorialize the project goals and schedule. We understand that importance of the schedule and will work to perform the highest professional service while meeting the schedule set forth by the team. It is important to the overall project to engage the various stakeholders at the onset. After our initial meeting with the Village, we will meet with the Village of Wheeling, Buffalo Grove Park District, LCDOT, CCDOTH, IDOT, LCSMC, MWRDGC, and the Buffalo Grove Watershed Group(s).

Task 2 – Data Collection: We will collect, review, and analyze the following data for use in the initial phases of the drainage analysis. A GIS database will be developed using the spatially oriented data.

- Lake and Cook County 1-foot aerial topographic mapping and LIDAR data,
- Village GIS mapping and database information,
- Reported flooding problem areas, photographs, written accounts, etc.,
- All available GIS including utilities, land use, zoning, soils, etc.,
- Historic rainfall data from Lake and Cook County and the Village that resulted in flooding will be reviewed and analyzed,
- Relevant County, FEMA and IDNR-OWR data for the Village,
- Coordination with local public utilities to obtain copies of their respective utility atlases,

- MWRDGC hydrologic and hydraulic modeling for the Buffalo Creek Reservoir Expansion,
- Roadway plans for upcoming and past roadway projects, including but not limited to Aptakisic Road,
- Village and Park District Comprehensive Plans and other relevant planning documents,
- Village stormwater master plan and associated hydrologic and hydraulic modeling,
- Previously prepared Watershed studies, including the FIS, MWRDGC, and CBEL studies for Buffalo Creek, and
- Additional information provided by the Village of Wheeling.

Task 3 – Field Reconnaissance: We will perform a field reconnaissance with Village staff to visit the areas of known flooding as well as areas where potential projects may be proposed including the golf course, Public Works facility, Park District property and various roadway crossings.

Task 4 – Topographic Survey: We will identify the survey needs to supplement the data collected in Tasks 2 and 3. The survey will focus on critical flood areas, Farrington Ditch, additional creek cross-sections, and hydraulic structures that have been modified since the hydraulic analyses prepared for the Buffalo Creek Reservoir Expansion and the CBEL LOMR that was prepared for the Village of Wheeling. Under this task we have allowed for 5 days of field survey and the corresponding office work.

Task 5 – Existing Conditions Hydrologic and Hydraulic Modeling: The most recent HEC-HMS hydrologic modeling for the Buffalo Creek Watershed that was used for the Buffalo Creek Reservoir Expansion and the LOMR for Buffalo Creek through Wheeling will be updated using the Illinois State Water Survey (ISWS) Bulletin 75 rainfall depths and distributions. Additionally, the tributary area to Farrington Ditch will be modeled explicitly. The HEC-HMS model will be used to determine the 10-, 50-, 100-, and 500-year peak flow rates to be input into the HEC-RAS hydraulic model.

We will compile all previous hydraulic modeling and topographic survey data to develop a comprehensive and up-to-date unsteady HEC-RAS hydraulic model of the watershed, including Buffalo Creek and Farrington Ditch, within the Villages of Wheeling and Buffalo Grove. Using County 1-foot aerial topography and the computed flood elevations from the model, we will determine the limits of and delineate the existing floodplain by elevation along both watercourses through both municipalities. Using this information and any reported flooding problems collected in Task 2, we will identify vulnerable structures (residential, commercial, etc.) and roadways to target for flood protection. These areas will be targeted for improvements that will be analyzed in Task 6. As part of this task, we will also identify public/private partnership opportunities for flood prone areas as determined by the revised analyses based on likely future development or redevelopments in the area.

Task 6 – Proposed Conditions Hydrologic and Hydraulic Modeling: CBBEL will work with the Village and all stakeholders to develop proposed drainage improvements to reduce the risk of future flooding and improve water quality where possible. This will include all identified drainage problem locations identified in Tasks 2 and 5. A range of projects will be investigated for the drainage problems to determine what would be necessary to provide the 100-year level of protection and provide water quality and other benefits. This could include new storm sewers, stormwater storage basins, overland flow path revisions, green infrastructure, rerouting of creeks, and other drainage improvements that will require multiple iterations. We will identify and combine alternatives as necessary to pair projects, specifically flood storage and conveyance improvements. We will work closely with the Village to determine unique solutions to problem areas that may require more than one iteration (e.g. the relocation of Farrington Ditch). All alternatives will be designed such that there are no adverse impacts downstream. Joint projects with other jurisdictions (Village of Wheeling, LCSMC, LCDOT, IDOT, MWRDGC, CCDOTH, etc.) and proposed private development projects in the watershed will be investigated for potential cost-sharing and grant opportunities.

Considering the possible number of projects, we estimate that the total number of alternatives to be investigated would be approximately 12-15. If more alternatives are investigated, we will work with the Village to determine if a budget supplement is required.

Task 7 – Concept Plan Development and Prioritization Matrix: A concept level GIS exhibit will be prepared for each alternative. The cost estimates will be broken down into unit costs and quantities for different pay items. The unit costs will be based on recent bid openings where possible. The engineer's estimate of probable cost will include design engineering, permitting and construction engineering costs. Calculation of the costs relies on years of experience in cost estimating projects of this nature and anticipating cost such as sanitary sewer and water service replacement. Upon meeting with Village staff, the estimates will be updated based on comments received. A prioritization matrix with separate sections for each drainage problem area and associated projects with exhibits, costs, number of structures benefited, and other benefits (water quality, transportation, etc.) will be prepared. This matrix will allow for easy comparison of projects across the Village as funding becomes available. We will work on a ranking system with the Village based on the criteria in the matrix.

Task 8 – Stakeholder Meetings and Coordination with Outside Agencies: Throughout the study, we will meet with various stakeholders and outside agencies to present the updated floodplain exhibits, including flood problems reported to the Village. As part of this coordination effort, we will also meet with regulatory agencies that may require permitting for all projects including those that are aligned with the stakeholders' future plans within the watershed. These projects may include but are not limited to Park District improvements within the Buffalo Grove Golf Course, private developments, CCDOTH, LCDOT, and IDOT roadway improvements, and streambank stabilization projects identified by the Buffalo Creek Watershed Group(s).

Task 9 – Funding of Capital Projects: As projects are developed, we will outline available funding opportunities for the identified conceptual plans. These opportunities could include

State, FEMA, LCSMC, MWRDGC, LCDOT, CCDOTH, IDOT, for both local and regional projects. We will provide support on grant funding applications. It should be noted that some grant applications are extremely lengthy (i.e. FEMA grants) and may require a separate scope of services.

Task 10 – Review of Concept Plans for Potential Developments: During the course of the project, it is anticipated that various developments will be proposed within the Village of Buffalo Grove. We will review the concept plans to determine their compatibility with the watershed study, the impact that each will have on the watershed, and potential modifications to the development plans that could be incorporated into the watershed improvement alternatives.

Task 11 – Summary Report: We will summarize the Buffalo Creek Watershed Stormwater Plan in a written report. The report will include the following:

- plan purpose,
- past flooding events within the Villages and floodplain maps,
- comprehensive summary of updated floodplain mapping and all flooding reports from residents and Village staff,
- existing drainage problem areas and evaluation standards,
- summary of drainage projects, including a list of potential project partners, summary of benefits, costs and prioritization matrix,
- identify any available sources for grant and/or matching funding to design and construct the proposed prioritized projects,
- coordination with all applicable outside agencies (FEMA, IDNR-OWR, USACOE, LCSMC, MWRDGC, etc.) to determine all required permits and approvals for the identified prioritized projects,
- determination of public outreach activities that could be undertaken to increase awareness and prevention of flooding and flood damages,

Task 12 – Presentation to Village Staff: Upon completion of Tasks 1-11, CBBEL will present the Draft Stormwater Study to the Village staff. This will include two separate meetings, and it is assumed that the Village of Wheeling will be present at both meetings. The second meeting will incorporate comments from the first meeting and the preliminary designs, cost estimates, and PowerPoint will be updated accordingly prior to presenting to the stakeholders and general public.

FEE ESTIMATE

Please refer to attached spreadsheet for fee estimate.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct

costs for blueprints, photocopying, mailing, mileage, overnight delivery, permit fees, data collection fees, messenger services and report compilation are included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Thomas T. Burke, Jr, PhD, PE
Executive Vice President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS
ACCEPTED FOR VILLAGE OF BUFFALO GROVE:

BY: XXXXXXXXXXXXXXXXXXXXX
TITLE: XXXXXXXXXXXXXXXXXXXXX
DATE: XXXXXXXXXXXXXXXXXXXXX

DTO/JMG
N:\PROPOSALS\ADMIN\2022\Buffalo Grove Stormwater Study\Buffalo Grove Stormwater Study 120922_rev02132023.docx

Exhibit B.
Agreed Upon Pricing Structure

Attach Schedule of Prices

Village of Buffalo Grove
Buffalo Creek Stormwater Management Plan

Detailed Cost Breakdown
Friday, December 9, 2022
Revised February 13, 2023

TASK	Engineer VI	Engineer IV	Engineer III	Engineer I/II	Survey V	Survey IV	Survey III	Survey II
Task 1 - Kickoff Meetings	24	32		16				
Task 2 - Data Collection	4	12		16				
Task 3 - Field Reconnaissance	8	16		16				
Task 4 - Topographic Survey					8	10	24	24
Task 5 - Existing Conditions Hydrologic and Hydraulic Modeling	16	48	24	240				
Task 6 - Proposed Conditions Hydrologic and Hydraulic Modeling	24	64	48	320				
Task 7 - Concept Plan Development	24	40	80	96				
Task 8 - Stakeholder Meetings and Coordination with Outside Agencies	32	48		40				
Task 9 - Funding of Capital Projects	4	8	24	8				
Task 10 - Review of Concept Plans for Potential Developments	8	24	24	16				
Task 11 - Summary Report	8	40	16	60				
Task 12 - Presentation to Village Staff	16	16		16				
Total Hours per Classification	168	348	216	844	8	10	24	24
Hourly Rate	\$260.00	\$175.00	\$155.00	\$125.00	\$230.00	\$210.00	\$185.00	\$150.00
Total Cost Per Job Category	\$43,680	\$60,900	\$33,480	\$105,500	\$1,840	\$2,100	\$4,440	\$3,600

**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-2023-38 : Ordinance Authorizing a Construction Contract with Alliance Contractors, Inc.

Recommendation of Action

Staff recommends approval.

The 2023 New Sidewalk Improvements were bid on March 9, 2023 and the lowest responsible and responsive bidder was Alliance Contractors, Inc. This project is funded by grants. Staff recommends approval of the contract to Alliance Contractors, Inc. in the amount of \$199,628.28, pending Village Attorney review.

ATTACHMENTS:

- Memo T Bragg_Award of Bid_2023 Grant Sidewalks (DOCX)
- ORD_2023 Grant Sidewalks Project Award (DOCX)
- 4798.056 Bid Recommendation - New Sidewalk Project (PDF)
- 4798.056 Bid Tabulation - New Sidewalk Improvements (PDF)
- 4798.056 Issued For Bidding

Trustee Liaison
Smith

Staff Contact
Kyle Johnson, Engineering

Monday, March 20, 2023	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 16, 2023
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: 2023 Grant Sidewalk Improvements Award of Bid

Staff Recommendation

Staff recommends that the Village Board award the 2023 Grant funded Sidewalk Improvements Project contract to Alliance Contractors, Inc. at a price not to exceed \$199,628.28 because the firm is the lowest qualified bidder for the work proposed. Due to the size and scope of the project, staff recommends a contingency fund be created and controlled by the Village in the amount of \$18,148.03 (10.0% of the project cost). As bids came in at the engineers estimate Public Works staff will consult with the Village Manager prior to exceeding the low bid price of \$181,480.25. This project is funded by multiple grants obtained by the Engineering Department.

Overview

The 2023 Grant funded Sidewalk Improvements Project was advertised for bids and opened on March 9th, 2023. The lowest, qualified base bid was in the amount of \$181,480.25 from Alliance Contractors, Inc. The project includes new sidewalk construction along the southeast corner of Busch Parkway and Barclay Boulevard and new sidewalk connections along Weiland Road at Chicory Court. This project creates new sidewalk/path connections for pedestrians to utilize.

Attached is a copy of the Tabulation of Bids for the program indicating the lowest, qualified bid of \$181,480.25 by Alliance Contractors, Inc.

ORDINANCE 2023 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH ALLIANCE CONTRACTORS, 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 seeks to enter into a Construction Contract with Alliance Contractors, Inc. for new sidewalk construction along various streets in the Village.

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

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

SECTION 2. The Village Manager is authorized to enter into a Construction Contract with Alliance Contractors, Inc. for new sidewalk construction along various streets within the Village which create new sidewalk/path connections and correct deficient sidewalk at a price not to exceed \$199,628.28, subject to the review and approval of the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023

APPROVED: _____, 2023

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

March 9, 2023

Mr. Ted Sianis, PE
 Civil Engineer II
 Village of Buffalo Grove
 51 Raupp Boulevard
 Buffalo Grove, Illinois 60089

Re: 2023 New Sidewalk Improvements Project
 VoBG-2023-12
 Bid Results and Recommendation for Award

Dear Mr. Sianis:

On Thursday, March 9, 2023, bid proposals for the above referenced project were received, opened, and publicly read aloud via a Microsoft Teams video conference. This project includes new sidewalk installations to upgrade the connectivity of the Village's current sidewalk system at Chicory Lane and Weiland Road, and at the intersection of Busch Parkway and Barclay Boulevard.

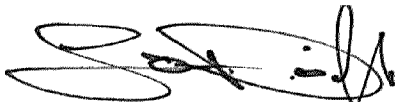
Bid documents were solicited and available to contractors on the Village's website, and bids were received by three (3) contractors. As-read, the bid amounts ranged from \$181,480.25 to \$217,375.00; the Engineer's Opinion of Probable Cost (EOPC) was \$180,641.25. The as-read low bid of \$181,480.25 was received from Alliance Contractors, Inc. of Woodstock, Illinois.

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

We recommend that the Village Board authorize the award of a construction contract for the 2023 New Sidewalk Improvements Project to Alliance Contractors, Inc. in the amount of \$181,480.25.

If you have any questions or require additional information regarding the above, please do not hesitate to contact me at (847) 344-5719 or by email at ldeferville@gha-engineers.com.

Sincerely,
 GEWALT HAMILTON ASSOCIATES, INC.



Lucas Deferville
 Assistant Director of Construction

Encl.: Bid Summary

CC: Tom Wisniewski – Village of Buffalo Grove
 Leo Morand, PE – Gewalt Hamilton Associates, Inc.
 Peter Lind, PE – Gewalt Hamilton Associates, Inc.

Attachment: 4798.056 Bid Recommendation - New Sidewalk Project (O-2023-38 : 2023 New Sidewalk Improvements Award (Grant Funded))

Client:

Village of Buffalo Grove

Project:

2023 New Sidewalk Improvements Project (VoBG-2023-12)

GHA Project No:

4798.056

					Engineer's Opinion of Probable Cost		Alliance Co Wood
Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	
20100210	Tree Removal (Over 15 Units Diameter)	20.0	UN	\$75.00	\$1,500.00	\$90.00	
20101100	Tree Trunk Protection	3.0	EA	\$135.00	\$405.00	\$250.00	
20101200	Tree Root Pruning	3.0	EA	\$225.00	\$675.00	\$150.00	
20201200	Removal and Disposal of Unsuitable Material	30.0	CY	\$45.00	\$1,350.00	\$40.00	
21001000	Geotechnical Fabric For Ground Stabilization	75.0	SY	\$2.75	\$206.25	\$0.90	
28000510	Inlet Filters	5.0	EA	\$155.00	\$775.00	\$25.00	
30300001	Aggregate Subgrade Improvement	30.0	CY	\$55.00	\$1,650.00	\$40.20	
42300400	Portland Cement Concrete Driveway Pavement, 8 Inch	160.0	SY	\$105.00	\$16,800.00	\$135.80	
42400200	Portland Cement Concrete Sidewalk, 5 Inch	6,660.0	SF	\$13.00	\$86,580.00	\$13.30	
44000200	Driveway Pavement Removal	160.0	SY	\$15.00	\$2,400.00	\$20.00	
44000500	Combination Curb and Gutter Removal	250.0	FT	\$12.00	\$3,000.00	\$15.00	
67100100	Mobilization	1.0	LS	\$10,000.00	\$10,000.00	\$10,971.50	
70102620	Traffic Control And Protection, Standard 701501	1.0	LS	\$3,250.00	\$3,250.00	\$3,675.00	
70102640	Traffic Control And Protection, Standard 701801	1.0	LS	\$3,250.00	\$3,250.00	\$100.00	
X2600012	Remove and Relocate Sign Panel and Pole Assembly	4.0	EA	\$550.00	\$2,200.00	\$200.00	
-	General Landscape Restoration (Special)	580.0	SY	\$15.00	\$8,700.00	\$13.50	
-	Aggregate Base Course, Type B Varies (Special)	250.0	TN	\$35.00	\$8,750.00	\$19.00	
-	Combination Concrete Curb and Gutter, Type B-6.12 (Special)	250.0	FT	\$65.00	\$16,250.00	\$83.50	
-	6 Inch Barrier Curb, Variable Height (Special)	85.0	FT	\$55.00	\$4,675.00	\$67.70	
-	Sanitary Manholes To Be Adjusted (Special)	1.0	EA	\$1,250.00	\$1,250.00	\$475.00	
-	Sanitary Manholes To Be Reconstructed (Special)	1.0	EA	\$1,700.00	\$1,700.00	\$2,500.00	
-	Drainage and Utility Structures To Be Adjusted (Special)	3.0	EA	\$800.00	\$2,400.00	\$175.00	
-	Exploration Excavation (Special)	3.0	EA	\$375.00	\$1,125.00	\$1.00	
-	Stump Removal	4.0	EA	\$250.00	\$1,000.00	\$90.00	
-	PVC Sleeve, 6 Inch	1.0	EA	\$750.00	\$750.00	\$1.00	



Ordinance No. O-2023-39 : Ordinance Providing for Compensation of the Village Manager

Recommendation of Action

N/A

Consistent with Village Board direction, the attached 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. The attached ordinance provides for additional performance compensation based on satisfactory achievement of goals in his 2022 performance evaluation.

ATTACHMENTS:

- Ordinance Establishing Additional Compensation 2022 (DOC)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, March 20, 2023

3/16/2023

ORDINANCE NO. 2023-_____

**AN ORDINANCE ESTABLISHING VILLAGE MANAGER
PERFORMANCE BENEFIT**

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

WHEREAS, the Corporate Authorities of the Village of Buffalo Grove by Ordinance No. 2022-139 approved an Employment Agreement Amended and Restated 2022, dated December 7, 2022 between the Village of Buffalo Grove and Dane C. Bragg; and

WHEREAS, said amended Employment Agreement further establishes the terms of additional compensation and benefits. The Village Board wishes to provide compensation or benefits in addition to those enumerated in Section 4.D of the Agreement.

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

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

Section 2. In support of his admirable performance for the year 2022, Dane C. Bragg, as Village Manager of the Village of Buffalo Grove, shall be awarded additional performance compensation in the amount of \$30,000.00, payable upon passage of this ordinance.

Section 4. The remaining terms and conditions of the Village Manager Employment Agreement shall remain in full force and effect.

Section 5. This ordinance shall be effective upon its passage and approval. This ordinance shall not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2023.

APPROVED: _____, 2023.

APPROVED:

Village President

ATTEST:

Village Clerk

Attachment: Ordinance Establishing Additional Compensation 2022 (O-2023-39 : Ordinance Compensation Village Manager)



Information Item : Pre-Application Discussion Regarding a Special Use for an Adult-Use Cannabis Dispensary at 1355 W Dundee Road

Recommendation of Action

Staff recommends referral to the Planning & Zoning Commission

The Village has recently received an application from Emerald Earth to operate a recreational cannabis dispensary at 1355 W Dundee Road. The proposed use requires a special use from the Village. Prior to starting the formal public hearing process, the petitioner is seeking a referral to the Planning & Zoning Commission.

ATTACHMENTS:

- BOT Memo (DOCX)
- Application and Plans (PDF)
- 2019-54 (PDF)

Trustee Liaison
Johnson

Staff Contact
Chris Stilling, Community Development

Monday, March 20, 2023

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 16, 2023

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: **Pre-Application Discussion-** Proposed Special Use for a Recreational Cannabis Dispensary at 1355 W Dundee

RECOMMENDATION

Staff recommends that the Village Board refer the application for a special use for an adult-use (recreational) cannabis dispensary at 1355 W Dundee Road to the Planning and Zoning Commission.

BACKGROUND

In 2019, the Village Board approved Ordinance 2019-54 (attached) establishing regulations for Adult-Use Cannabis Dispensaries (recreational cannabis dispensaries) in the Village. The Village's regulations allow for no more than two recreational cannabis dispensaries in the Village as a special use. Subsequent to the 2019 approval, the Village approved its first recreational cannabis dispensary (Sunnyside) at 830 Milwaukee Avenue. The Village has recently received an application from Emerald



Earth to operate a recreational cannabis dispensary at 1355 W Dundee Road. The proposed use requires a special use from the Village. Prior to starting the formal public hearing process, the petitioner is seeking a referral to the Planning & Zoning Commission. The following memorandum provides a summary of their project.

VILLAGE CODE

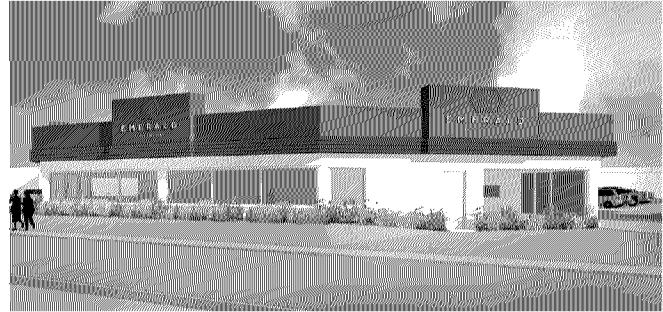
Title 17 of the Village Code provides the regulations pertaining to recreational cannabis business establishments in certain zoning districts of the Village. Some key requirements include:

- No more than two recreational dispensaries will be allowed in the Village.
- Recreational Dispensaries require a public hearing and a special use approval from the Village.
- Recreational dispensaries can be located only in certain business districts that have frontages on Milwaukee Avenue, Lake Cook Road or Dundee Road. Recreational dispensaries may also locate in the industrial district.

- A 1,000-foot buffer will be established between recreational/medical cannabis facilities and the property line of pre-existing schools, daycares, museums, libraries, substance abuse treatment/counseling centers. Dispensaries cannot be located in a residential area.
- The consumption of cannabis on-site at recreational cannabis dispensaries is strictly prohibited.
- Access to recreational dispensaries to any individual under the age of 21 will be strictly prohibited.

PROPOSAL

Emerald Earth is currently under contract to purchase 1355 W Dundee Road (the Property) and is requesting a special use for a recreational cannabis dispensary. The Property was formerly a Bank of America, which closed several years ago. Emerald Earth is proposing to completely remodel the exterior and interior of the existing building to operate a recreational cannabis dispensary in accordance with both State and Village regulations.



Emerald Earth has submitted a preliminary package of information summarizing the proposed use and operations. They have also included a floor plan, interior and exterior renderings of the proposed facility. Staff does note that should the special use be approved; staff would recommend that they existing drive-through and canopy be removed and the drive-through lane be restored with landscaping. The following is a brief summary of the plan:

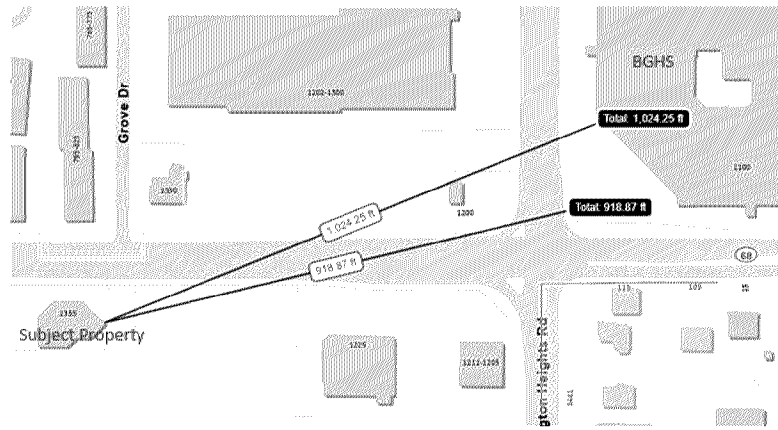
- Emerald Earth is proposing to occupy the former 7,000 square foot building in the Plaza Verde West Shopping Center which is zoned B3 Planned Business District.
- The business would only include a recreational cannabis dispensary and is permitted as a special use, subject to conditions, in the B3 District.
- Emerald Earth currently does not have a state license; however, they have indicated that they will apply once the next round of licenses are ready to be issued by the State of Illinois. They have also indicated that they have the option to partner with a social equity license holder if they are unsuccessful in obtaining the state license.
- In terms of parking, while further review and analysis is required for the public hearing, staff notes that this property is part of a larger retail shopping center. Therefore, staff believes adequate parking will be provided.
- The proposed floor plan has a single secured entrance on the south side of the building.
- Customers will be required to check in and be verified in this area before gaining access to the secured retail area.

STAFF ANALYSIS

While further review is required as part of the public hearing/special use process, staff has identified the following items that will need further analysis:

1,000' Buffer

The Village's code requires that any dispensary establishment (building location) be located a minimum of 1,000' from the property line of any pre-existing schools, daycares, museums, libraries and substance abuse treatment/counseling centers. Utilizing the Village's GIS system, staff estimates that the dispensary building location at 1355 W Dundee is approximately 918' from Buffalo



Grove High School's (BGHS) property line. **Therefore, a variance to this requirement will be required as part of the special use request.** Staff does note that further analysis shows that the separation from the 1355 W Dundee building to the BGHS building is approximately 1,024'. Staff has met with and shared the petitioner's plans/application with representatives of District 214. As of the date of this memo, staff has not received formal comments or objections from the school district.

State License

Emerald Earth currently does not have a recreational cannabis license from the State of Illinois. According to the petitioner, they had previously applied to the State and while they had met all the requirements, they were not awarded a license through the State's lottery system. They have indicated that should the Village approve the special use, they believe they can obtain a license from the State of Illinois through either the next lottery or by partnering with an existing social equity license holder who has not yet secured a location. Should this application be approved, the Village could condition the approval based on the petitioner's ability to obtain a license by the State of Illinois by a certain date.

Text Amendment

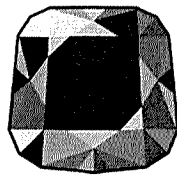
The Village's current code requires that any recreational cannabis dispensary also be a licensed medical cannabis dispensary. This Village requirement was established when the original State of Illinois Statute only issued recreational licenses to existing medical cannabis license holders. The State Statute has since changed and the state is no longer issuing licenses to only medical cannabis holders. Most, if not all, new recreational cannabis license holders do not have medical cannabis licenses. Therefore, as part of the special use process, staff recommends updating the Village's Code to align with State Statute.

Host Agreement

As part of the special use process, staff will evaluate the petition as it pertains to the requirements of Village Code. This includes the drafting of a host agreement between the Village and the applicant to address security and operational matters. This is consistent with what we did with what was done with the Sunnyside dispensary.

ACTION REQUESTED

Both staff and Emerald Earth are seeking the Board's comments concerning the application and a referral to the Planning and Zoning Commission for the necessary public hearings.



EMERALD

Emerald Island Dispensary, LLC
3453 Summit Avenue
Highland Park, IL 60035

Nicole Woods
Community Development Director
Village of Buffalo Grove
50 Rauli Blvd
Buffalo Grove, IL 60089

Dear Ms Woods:

Emerald (“the Applicant” or “the Company”) is writing to request a pre-application conference for a special use permit to occupy a vacant commercial space at 1355 W Dundee Road as a licensed cannabis business organization as defined in the Village of Buffalo Grove’s Code of Ordinance (the “Code”) Section 17.28.80.B. The Applicant has highlighted its plan for adherence to the Village’s statutory requirements below. The Applicant hopes that it can serve the community of Buffalo Grove by providing jobs, improving tax revenue, and being a conscientious neighbor.

Experienced Team

The Applicant is an Illinois limited liability company comprised of Illinois residents and community stakeholders. As such, it has a vested interest in the success and safety of the surrounding areas. Applicant’s leadership also has significant experience operating licensed cannabis facilities. For seven years, they successfully operated a dispensary in Portland, Oregon before having a profitable exit through a company buyout. The Company’s principals safely operated this Dispensary within the rules, working closely with the local authorities to ensure compliance with all regulations.

The Company also has additional cannabis market experience within the State of Illinois. The principals own a sister-company that is licensed as a craft grower, having won the State’s competitive application process in 2021. That facility will be operational in 2023, pending the finalization of its newly built, state-of-the-art cultivation facility located in Huntley, IL. Due to the proximity of the two facilities, the Applicant can source a selection of quality products for consumers at competitive cost while keeping the overall impact to the environment low by eliminating the need to transport products from across the State.

Acceptable Zoning

The site of 1355 W Dundee Road is zoned as B-3, which is an allowable designation for an adult-use cannabis dispensary given that the site has frontage along IL Route 68 (Dundee Road) in a business district. The Applicant already has this site under contract and has begun preparations for the remodeling of the outdated facility, should it be granted a special use permit. The site is currently an unoccupied commercial property that has sat empty for the last three years. It was previously a bank, making it an ideal location for a secure cannabis dispensary. The surrounding area is vastly commercial, located next to shopping, food, car dealerships, and medical facilities. Applicant hopes to become the second

dispensary located in the Village of Buffalo Grove, fulfilling the cannabis business organization limit allowed by the Village's Code. If granted a special use permit, Applicant will comply with all local zoning conditions set forth in the Code.

Due to the ideal location of the proposed site, the Company can also satisfy the parking requirements as found in the Code. The location boasts ample parking with the ability to add additional spaces while still retaining much of the locations green space and landscaping. The location is adequately designed for a regular flow of customers without impeding on existing traffic.

Safety & Security as Paramount

The Applicant has significant experience in outfitting cannabis facilities with proper security and safety measures, as it has done so in its other facilities. Specifically, the principal's craft grower facility has stringent requirements as set out by the Illinois Cannabis Regulation and Tax Act and enforced by the Illinois Department of Agriculture, as well as local regulations provided by the Village of Huntley. Similarly, the Applicant will comply with the local regulations as promulgated by the Village of Buffalo Grove. The Applicant will hire a professional security company to complete its dispensary's safety and security plan, as well as bring on an expert to continue to oversee the day-to-day security at the facility. The Applicant has already submitted these plans to the State of Illinois and will provide these plans in more detail to the Village upon request.

A major component of the Company's security plan is to adhere to all state and local regulations. The location's exterior façade will remain compliant with regulations; no cannabis products or paraphernalia will be viewable by the public. Consumption of cannabis products on facility premises will be strictly prohibited. Applicant will ensure that all sales conducted are only to individuals over the age of 21 and, likewise, will only employ persons over the age of 21. All employees will receive extensive training on dispensary operation procedures, including dedicated compliance training regarding security protocols.

Community Benefit

In addition to providing support through tax revenue, the Applicant also intends to support the community by hiring residents. This will occur directly, as the company hires employees to staff the dispensary, and will also occur through the hiring of local vendors and contractors. The Applicant has already begun supporting local business by engaging a local architect to complete renderings of the facility. The Company's initial plans are attached to this letter and reflect the intended layout of the proposed dispensary. The Applicant intends to remodel the facility by rehabilitating the old bank to make it a more aesthetically pleasing community landmark.

The Applicant hopes this letter highlights its preparations to date and communicates its willingness to work with officials to achieve all necessary components of operating a cannabis business organization within the Village. Emerald looks forward to further discussions with the Village of Buffalo Grove and hopes to soon be operating a dispensary within its beautiful community.

Sincerely,

David Schwimmer
Owner, Emerald Island Dispensary LLC

Emerald Dispensary Business Plan for Buffalo Grove

I. EXECUTIVE SUMMARY

Emerald Earth, LLC ("Emerald" or "the Company") is seeking to open a licensed dispensary at 1355 W Dundee Road in Buffalo Grove, Illinois to sell adult-use cannabis products to consumers age 21 and over. The Company has already solidified its operating procedures, marketing material, and facility renovations, ensuring a seamless and speedy opening of its proposed location in Buffalo Grove. Emerald has utilized local counsel and highly experienced cannabis professionals in the creation of Company documents, ensuring that the Company remains compliant with all local and State laws while providing an efficient and pleasant experience for its customers.

II. COMPANY DESCRIPTION

The Company is highly capitalized and well positioned, fully prepared to begin construction and operations at the proposed location. The Company's team of experts, business people, and consultants has a wealth of experience and are on the cutting edge of the cannabis industry.

In addition to its retail location, the Company principals own a sister-company that is licensed as a craft grower, having won the State's competitive application process in 2021. That facility will be operational in 2023, pending the finalization of its newly built, state-of-the-art cultivation facility located in Huntley, IL. Due to the proximity of the two facilities, the Company can source an abundant selection of products for consumers at a reduced cost while keeping the overall impact to the environment low by eliminating the need to truck products from across the State.

Company Goals

1. To obtain approval from the Village of Buffalo Grove to open a dispensary.
2. To provide a safe mechanism for recreational users to access cannabis and its potential benefits.
3. To create a professional brand image to earn trust and respect within the Buffalo Grove community.

Mission Statement

The Company seeks to achieve success through a three pronged approach that includes the following:

1. Engaging with the community by employing local residents, providing industry training to expand skills, and paying a living wage;
2. Providing consumers with affordable high-quality cannabis through an individualized customer service experience; and
3. Becoming a stakeholder within the Buffalo Grove community by contributing time and money in support of local efforts.

Leadership Team

David Schwimmer - Chief Executive Officer (CEO)

David is an experienced owner and operator of cannabis facilities with his first facility opening in 2015 in Portland, Oregon. He soon after became an owner of a total of three medical cannabis dispensaries and one wholesale company in the state. After seven years, he made a successful exit from that venture and has since began a licensed grow and processing operation in Illinois. He has managed dozens of directors, managers, and entry-level employees and has experience in starting, managing, and selling successful businesses both in and out of the cannabis industry.

Most recently, his Illinois-based insurance group, which he founded in 1996, was acquired by Brown & Brown in a successful sale.

Tom Cohen - Chief Operating Officer (COO)

Tom is an experienced dispensary supervisor having been in the cannabis industry since 2008. In 2015, he became a full-time industry employee for a large MSO and was quickly promoted to manager. He has attended a variety of certification courses and seminars, including Cannabis Career Institute courses, Oaksterdam University Classic Seminars, and MedMen Budtender Training. He holds certifications in Intervention Procedures Training and Illinois Dispensary Training. His strong background in management and remarkable communication skills have created a strong foundation for customer education and outreach, which will be an asset for the Company.

Grace Gonzales - Chief Financial Officer (CFO)

Grace has over twenty years of experience working in the finance sector including for government offices, high-end luxury resorts, and numerous cannabis companies. She previously owned a dispensary in California, but for the past five years has worked exclusively as a finance director for cannabis companies. She has since grown her operation into multiple states, helping clients across the US. Grace has decades of experience in the financial industry that, combined with her experience in the cannabis industry, make her the ideal candidate for CFO.

III. FINANCIALS

The Company has composed projected financial statements specific to the Buffalo Grove dispensary location. These financials are inclusive of a projected income statement, a balance sheet, and a projected cash flow statement.

IV. PERSONNEL PLAN

Emerald recognizes that a company's biggest asset is its staff. While there are existing Illinois residents who have retail cannabis experience, the Company will not place much emphasis on previous dispensary experience when hiring. Instead, the Company will seek out local individuals who have transferable skills, such as customer service and other retail industry backgrounds. The Company will then utilize national caliber consultants to train local employees on cannabis operations. The Company intends to employ 15 to 20 employees at its Buffalo Grove location. The Company has created an Employee Plan that will optimize staffing efficiency and focus on promoting from within the Company. Emerald believes that implementing its Employee Plan will promote professional growth and reduce employee turnover.

The Company is committed to providing employees with a safe workplace environment as well as a comprehensive benefits package inclusive of healthcare, extensive professional training, competitive pay, and retirement benefits. Emerald will duly compensate employees with a living wage. All entry-level employees will, at a minimum, be paid \$15.00 per hour, with management being salaried employees based on skill set. As an equal opportunity employer, the Company makes all employment decisions without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, marital status, or veteran status. The Company will comply with applicable federal, state, and local laws that prohibit discrimination in the workplace. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

Security Staffing & Training

The security of the product, staff, and information technology is vital to any cannabis operation. As such, the Company has secured a highly sought after, Illinois-based security company to complete its Security and Diversion Plan and to provide the facility with trained security guards. The facility will be complete with the industry's most innovative tools including but not limited to motion detector; HD, 360-view cameras; panic buttons; shatterproof glass; remote-viewing camera systems; steel vault with reinforced doors; comprehensive background checks for all employees; and positive relationships with local law enforcement, including an in-house liaison to the police department. The Company has a complete Security and Safety Plan that it can make available to the Village, when and if desired.

V. OPERATING TIMELINE

The Company has created a preliminary operational timeline so that it can open quickly and efficiently.

STEP I: Day 1 - 90

- **Village approval:** The Company estimates that approval from Buffalo Grove will take three months and that plans will be approved in June or July 2023.

STEP II: Day 91 - 120

- **Construction Permits Issued:** The Company will have all necessary permits issued.
- **Retail Supplies Ordered and Shipped to Facility:** Management team will work together to order necessary equipment and supplies from identified veteran-, minority-, and woman-owned vendors. The Company will place an order with identified vendors for large equipment items such as the security system and hardware equipment.
- **Construction II:** Any building construction or renovation will begin as soon as permits are secured and will be completed within four months.

STEP III: Day 121 -140

- **Vendor Procurement:** The Company will identify any remaining vendors with a goal of procuring certified minority-owned businesses. The Company's goal is for at least 50% of its contracted vendors to be veteran-, woman-, or minority-owned.
- **Equipment Installation and Inspections:** The Company will complete installation of the security system, vault, fortified doors, surveillance cameras and ENVR, alarm systems, and other necessary security equipment, POS system, hardware and office furniture

STEP IV: Day 141 - 210

- **Inspections:** Company will host its building inspection(s) and State compliance inspection.
- **Information Requests:** Company will provide the State and local government any and all necessary SOPs and/or protocols, as requested
- **Personnel:** Company will hire staff, conduct background checks, finalize training materials, and schedule required employee training.

STEP V: Day 211-240

- **Engage and Set Onboarding Date with BioTrackTHC:** Company will train all Dispensary Organization Agents to use BioTrackTHC using the software's developed learning modules.
- **Additional Team Training and Education:** The Management Team will conduct any additional trainings not already conducted for executives, management, and agents on SOPs, diversity and inclusion, sexual harassment, security, and cannabis education according to the Company's Training and Education Plan.
- **Start-Up Inventory Procurement:** Once the State determines the Company is operational, orders from licensed Illinois cultivators and processors will be placed.
- **Record Start-up Inventory:** Upon arrival of start-up inventory, the Agent-in-Charge, together with the Chief Compliance Officer, will record the product in BioTrackTHC and confirm the Company conforms to all State rules and regulations.
- **First Day of Business:** Within 180 days of receiving Village approval, the Company will be open for business and receive their first customer. The Company estimates this will occur around October or November 2023.

VI. LOCATION & DESIGN

The site of 1355 W Dundee Road is zoned as B-2, which is an allowable designation for an adult-use cannabis dispensary given that the site has frontage along IL Route 68 (Dundee Road) in a business district. The Company has already purchased this site and has begun preparations for the remodeling of the outdated facility, should it be granted a special use permit. The site is currently an unoccupied commercial property that has sat empty for the last three years. It was previously a bank, making it an ideal location for a secure cannabis dispensary. The surrounding area is vastly commercial, located next to shopping, food, car dealerships, and medical facilities. The Company hopes to become the second dispensary located in the Village of Buffalo Grove, fulfilling the cannabis business organization limit allowed by the Village's Code. Due to the ideal location of the proposed site, the Company can also satisfy the parking requirements as found in the Code. The location boasts ample parking with the ability to add additional spaces while still retaining much of the location's green space and landscaping. The location is adequately designed for a regular flow of customers without impeding on existing traffic. While the bank has an existing drive-through, this can be eliminated upon renovation if directed by the Village of Buffalo Grove.

The facility will have a clean but comfortable feel. The flow will be efficient and designed with the purpose of maximizing revenue per square foot, while providing a positive, professional experience for the consumers. The Company will staff the dispensary with courteous professionals and will train them on cannabis products, including but limited to dosage, effects, signs of substance abuse, different strains and varieties, and bioavailability. All products in the dispensary will be clearly labeled and neatly packaged per state regulations.

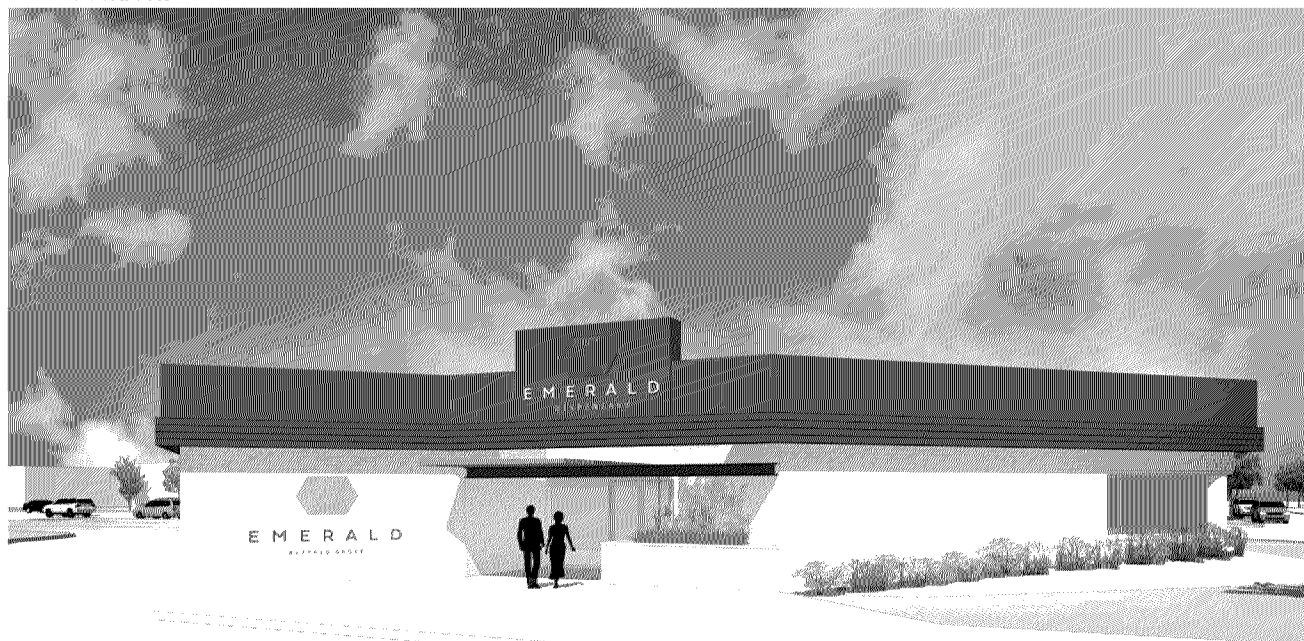
The dispensary will feature a secure waiting room where customers will present identification to a receptionist. The receptionist will check each customers' credentials through the Company's ID scanning system to determine eligibility to enter the establishment. Once the customer is cleared, they will be allowed into the sales area through a remote door unlocking system. The

Company's point-of-sale (POS) system will interface seamlessly with the State's tracking system, BioTrackTHC.

Upon entry into the sales floor, customers will be greeted by a Sales Agent that will follow the customer throughout the entire purchasing process. Every Agent will be trained to answer consumer questions regarding cannabis, the dispensary's products, or the laws in regards to consumption. A series of large TV monitors will be placed in the facility, which will list menu items as well as any specials available.

The dispensary will sell a variety of cannabis products, including flower, oils, waxes, edibles, topicals, and elixirs. The Company will require distributors to provide Certificates of Analysis ("COA") prior to receipt of any product in the facility. All products will arrive completely sealed upon delivery from a distributor in compliance with The Cannabis Regulation and Tax Act.

The Company has created the following renderings as an example of the design of the proposed location:





Attachment: Application and Plans (Pre-Application Discussion Regarding a Special Use for an Adult-Use Cannabis Dispensary)

VII. COMMUNITY & ENVIRONMENT

The Company will have a positive impact on the community by working with local organizations and committee, creating jobs, and paying taxes.

Emerald is committed to supporting the community of Buffalo Grove and its surrounding suburbs, as well as the greater State of Illinois, by becoming an active, contributing member aiming to improve the wellbeing of residents and business owners. The Company's proposed dispensary operation will bolster the local economy by creating at least 15 jobs and by supporting local vendors and suppliers whenever possible. Additionally, the Company pledges to provide financial assistance to local organizations, such as Buffalo Grove High School, and to work together to develop educational programs to prevent substance abuse in children and teens. In order to better serve the community, the Company will also provide aid, where appropriate, to organizations helping law enforcement, agriculture and farmers, and veterans.

The Company is also dedicated to minimizing negative impact on the environment. As such, it has created an Environmental Impact Plan that will govern the Company's approach to setting and meeting long-term sustainable environmental goals and key environmental performance indicators. By focusing on its core goal of minimizing carbon footprint and environmental impact, the Company can make significant progress towards zero-waste and environmental sustainability, while helping others in the community to also make a positive contribution to the world. The Company will revisit its Environmental Impact Plan and conduct assessments annually and hopes to become a local leader in sustainable business practices.

VIII. SUMMARY

Emerald's strategy is straightforward: To employ knowledgeable, well-trained, and locally-hired staff to sell a wide range of safe and effective cannabis products to adult consumers at an approachable price level. The Company will do this while remaining in full compliance with state and local regulations and in full alignment with its core organizational values. If granted approval to open a dispensary within the Village of Buffalo Grove, the Village can be assured that the Company will operate conscientiously and will seek to become a stakeholder within the community.

VILLAGE OF BUFFALO GROVE

PETITION FOR CONCEPT AND PRELIMINARY PLAN REVIEW

PLEASE NOTE THAT THIS PETITION MUST BE SIGNED BY ALL PROPERTY OWNERS AND THE PETITIONER. IF PETITIONER HAS ANY QUESTIONS CONCERNING REQUIRED MATERIALS, PLEASE CALL THE DIVISION OF PLANNING SERVICES AT 847-459-2525.

Project Name: EMERALD DISPENSARY BUFFALO GROVE	
INDEX INFORMATION (To be completed by Village staff)	
Site Address: 1355 DUNDEE ROAD, BUFFALO GROVE, ILLINOIS 60089	
Title:	
Date of Submittal:	
BACKGROUND INFORMATION	
Petitioner: EMERALD EARTH, LLC	
Corporation/ Title: DAVID SCHWIMMER, Sole Member	
Street Address: 3453 SUMMIT AVE.	City/ State/ ZIP: HIGHLAND PARK, IL
Telephone (Office):	Cell: 847-921-4528
Email: bigkahuna404@gmail.com	Fax:
Relationship of Petitioner to Property (e.g. Contract Purchaser, Lessee, Owner): CONTRACT PURCHASER	
OWNER OF PROPERTY (If a Trust, see attached Beneficiary Disclosure Form)	
Owner Name: EP SEF III PV, LLC	
Corporation/ Title:	
Street Address: 5301 DEMPSTER STREET	City/ State/ ZIP: SKOKIE, IL 60077
Telephone (Office): 847-732-7338	Cell:
Email: cfulop@elmdalepartners.com	Fax:
PROJECT STAFF (As applicable)	

DeveloperAttorney

Name: Same Petitioner	Name: JEFFREY S. BRAIMAN
Company:	Company: BRAIMAN & ASSOCIATES
Address:	Address: 4256 N. Arlington Hts. Rd., Ste. 202
City, State, ZIP:	City, State, ZIP: Arlington Heights, IL 60004
Phone (Office): Cell:	Phone (Office): 847-577-8870 Cell: 847-668-9542
Fax: Email:	Fax: 847-57708935 Email: jbraiman@braimanlaw.com

Attachment: Application and Plans (Pre-Application Discussion Regarding a Special Use for an Adult-Use Cannabis Dispensary)

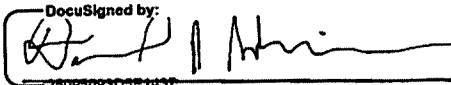
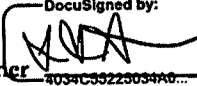
PIN number (s): 03-07-201-030-0000		Size of parcel: 35,608 sq.ft. 0.817 acres
Size of building: 7000 sq.ft. approx.		Size of user/tenant space: 7000 sq.ft. approx.
Existing uses on site: Vacant - former bank building		Current land use: commercial
Existing structures: 1 story bank building		Proposed uses: Cannabis Dispensary
Current zoning: B-3		Proposed zoning: B-3 with a Special Use
Proposed structures (sq. ft. and building height): retain current building structure		
Significant natural amenities, including trees: none		
Floodplains and other development restrictions: none		
CHARACTER OF SURROUNDING AREA		
	Zoning/Jurisdiction	Land Use
North	R-9 - Village of Buffalo Grove	Multi-Family Units
South	B-3 - Village of Buffalo Grove	Commercial/Retail
East	B-3 - Village of Buffalo Grove	Commercial/Retail
West	B-3 - Village of Buffalo Grove	Commercial/Retail
VARIATIONS:		
List all variations requested of Village Ordinances. The specific section of the respective Ordinance should be cited, and the reason(s) that the variation is needed should be clearly explained.		
Seeking Special Use with possible variation to current Special Use Ordinance regarding Cannabis Dispensaries being located within 1000 feet from a school.		

FILING FEES:

All applications require payment of a non-refundable fee. Please see the Fee Schedule at the Village website under Home/Government/Planning and Economic Development/Applications and Forms/Fee Schedule.

In addition to filing fees, an escrow deposit for the Village's recoverable costs is required. Questions concerning fees can be directed to the Village Planner at (847) 459-2525.

I certify that the above is true and accurate and agree to pay the required fees as stated in Fee Schedule.

DocuSigned by:

 Signature of Petitioner _____ Date 2/3/2023
 DocuSigned by:

 Signature of Property Owner _____ Date 2/3/2023

Attachment: Application and Plans (Pre-Application Discussion Regarding a Special Use for an Adult-Use Cannabis Dispensary)

DAVID N. SCHWIMMER

Bigkahuna404@gmail.com | 847-921-4528 | 3453 Summit Ave., Highland Park, Ill, 60035

University of Arizona

MAY 1974 | *Bachelor Science*

Major: Healthcare Administration; Public Administration

CANNABIS INDUSTRY EXPERIENCE

Green Monkey, LLC | Co-Owner

12/2022 – Current

- Retail dispensary doing business as Chronix in Portland, Oregon
- Opening February 2023

Oregonix Farms, LLC | Owner & CEO

7/2021 – Current

- Licensed Illinois cannabis craft grower with brand new indoor grow and process facility
- Operational expectancy April 2022

Attikus Enterprises, Inc. | Co-Owner & Vice President

9/2016 – 11/2021

- Complete oversight of dispensary's retail sales operation, including but not limited to overseeing store operations; renovations and construction to new retail location; overseeing the installation & maintenance of equipment; vendor procurement; handling insurance, accounting, financial, and legal services; drafting and implementation of SOPs within the facility, including employee training.

Green Oasis | Co-Owner & Operator

7/2015 – 9/2016

- Process of procuring a first round license with the OLCC; remaining complaint within newly emerging market
- Beginning operations and implementing go-to-market plan within mandated timeline
- Oversight of financial, administrative, and construction efforts
- Overseeing dispensary operations, including the hiring of managers and staff

NON-CANNABIS INDUSTRY EXPERIENCE

VistaNational Insurance Group, Inc. / President & CEO

11/1996 – 9/2022

- Overseeing and Implementing policies, Administration of Operation / Creative Marketing and Sales / Managing all staff and Managers and Officers
- Successful exit with sale to Brown & Brown Insurance

Insurance Benefit Consultants, Inc. (IBC) / V.P. of Sales-Partner

5/1985 – 11/1996

- Responsible for Sales and Achieved significant Sales Goals and exceeding for many years, producing over \$1M in New Revenues for IBC

BLUE CROSS & BLUE SHIELD of ILLINOIS / Senior Sales Executive

1/1975 – 5/1985

- Responsible for direct sales of Group Health Plans to Employers in the Chicago Area
- Numerous Salesperson of the Year Qualifications & Awards
- Rose to top of the Division
- Established relationships with the Brokers for substantial increase in Sales figures for BCBS

PHILANTHROPIC INVOLVEMENT

Clothes Drive and Food Pantry

11/88 – Current

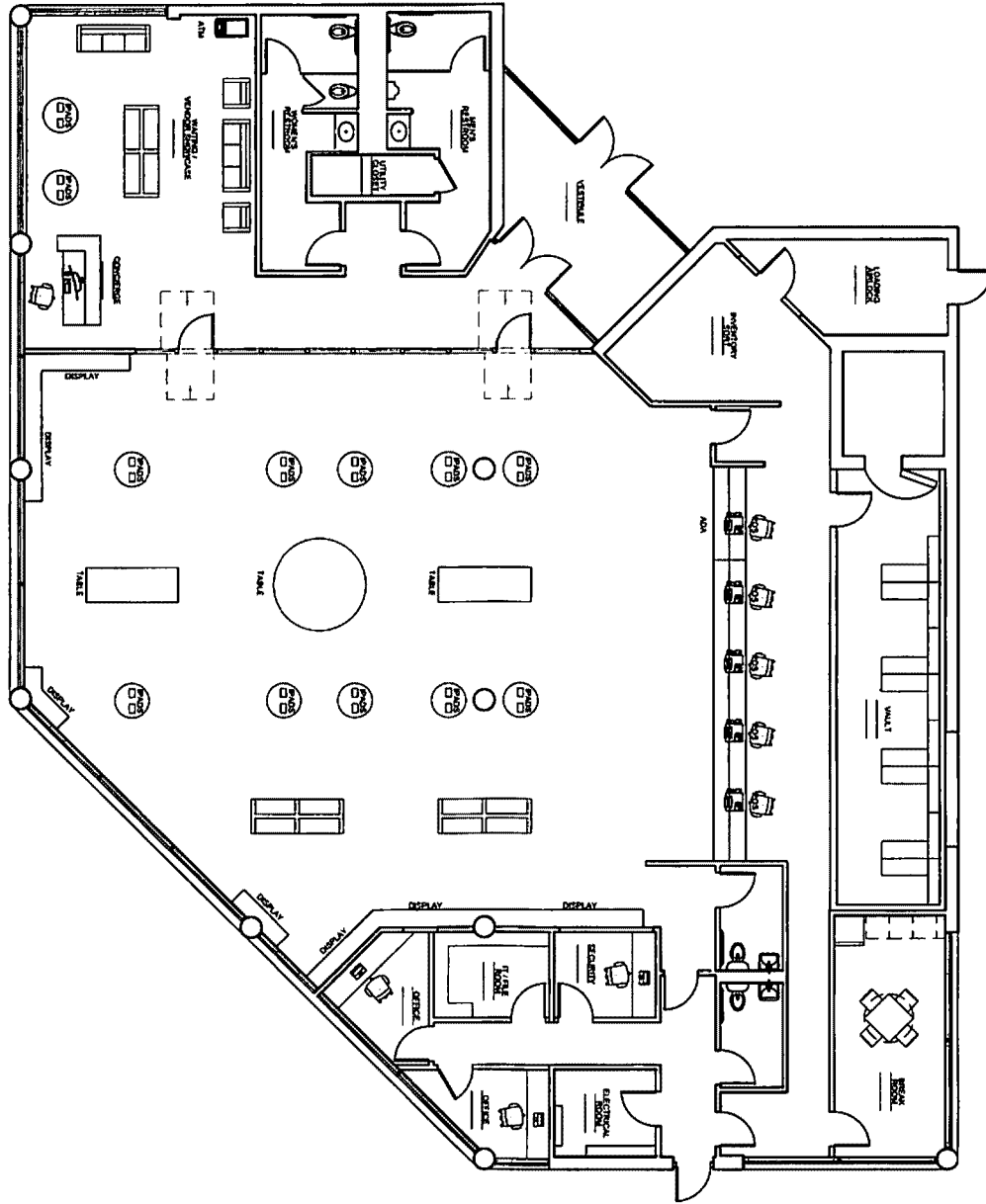
- Annual Clothes Drive & Food Pantries to support local not-for-profits and charities

Public Broadcasting Station/Channel 11

9/2005 – Current

- Volunteer at PBS to raise money via the "Manning the phones" for Subscribers to make Pledges

01 **PROPOSED FLOOR PLAN**



NOT FOR CONSTRUCTION

CONCEPT DESIGN

CLIENT REVIEW

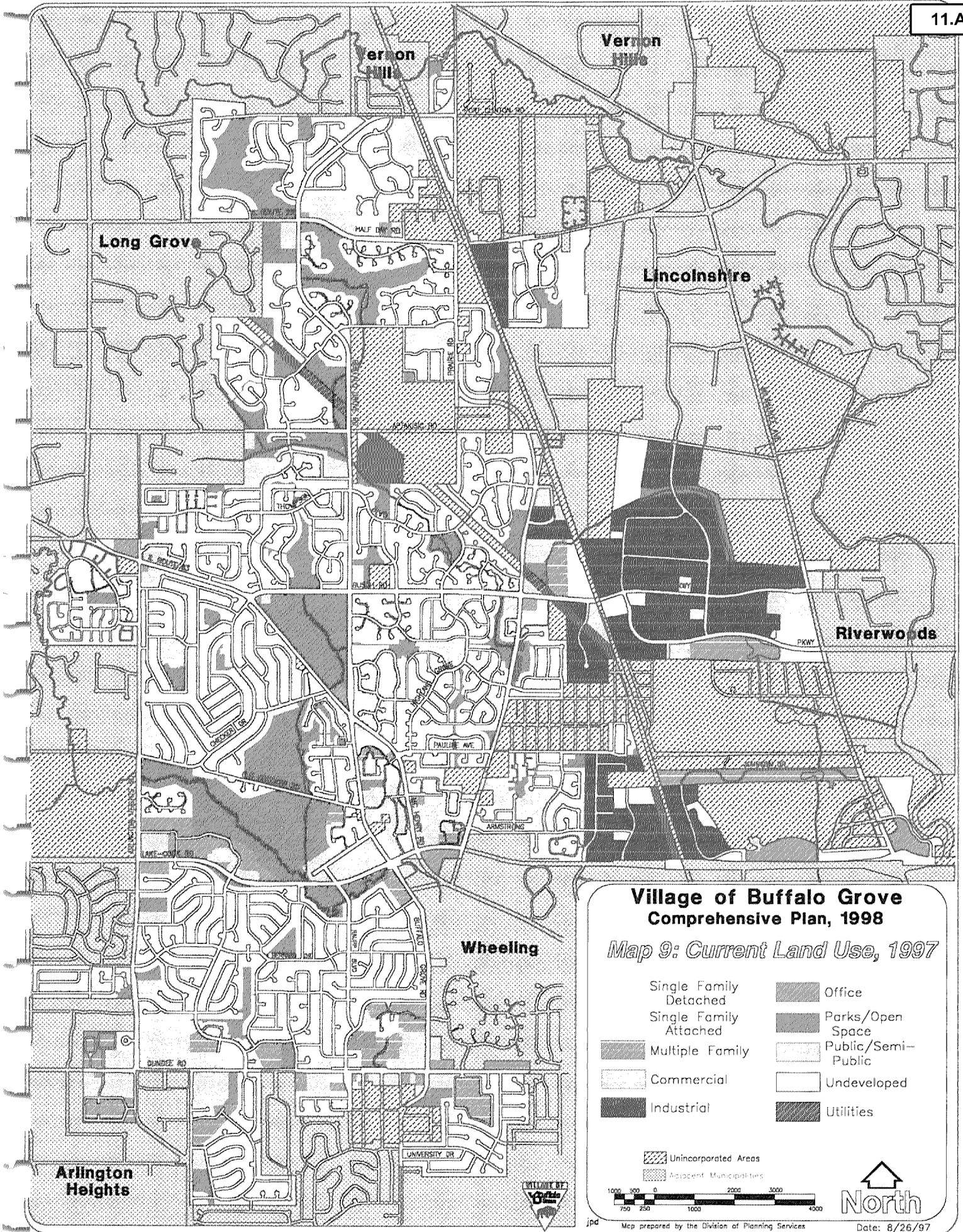
Project Number, name	Drawn By: JX	Approved By: JX	Date
INITIAL CONCEPT			01-04-2023

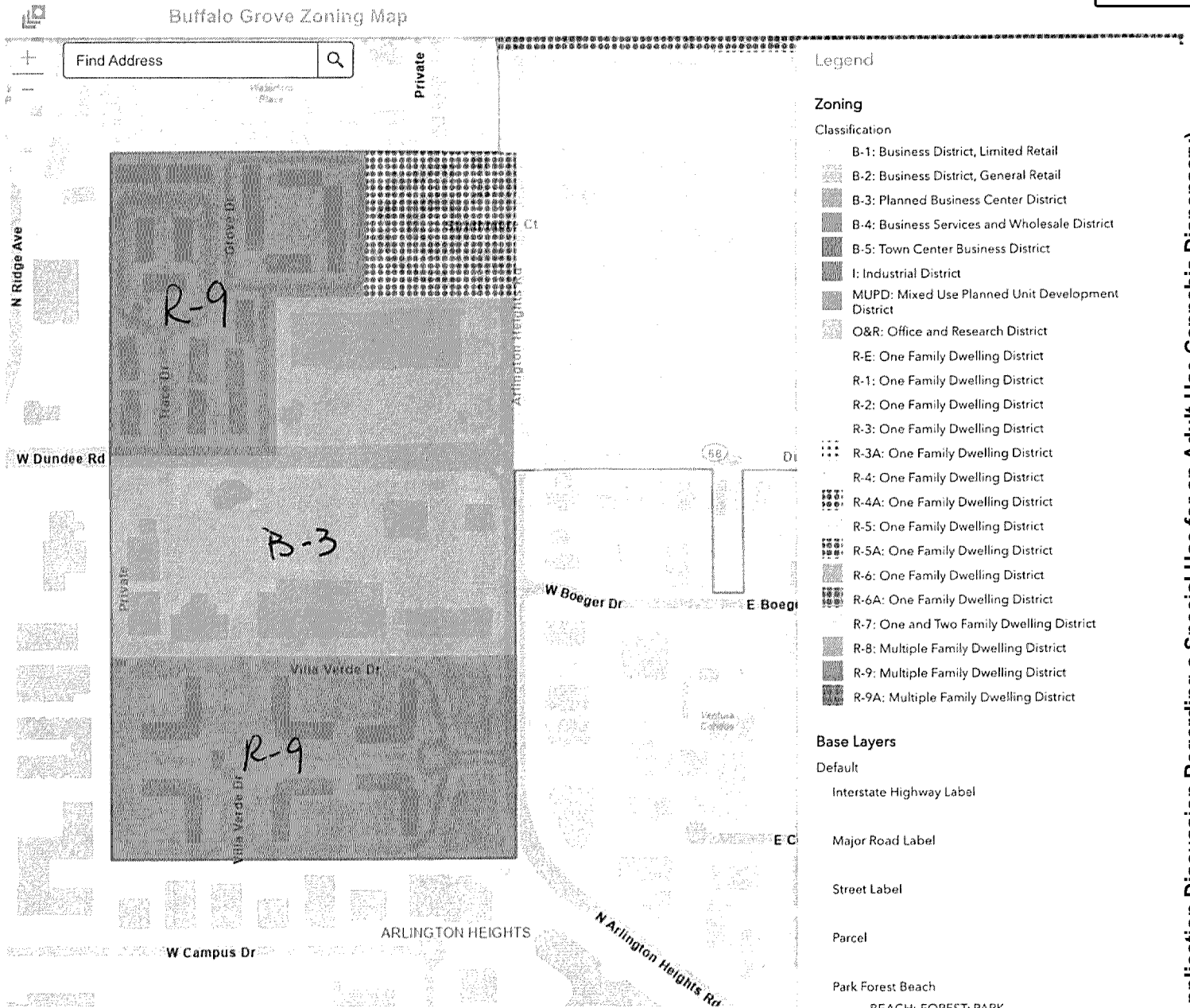
DXU
ARCHITECTS

LEADING EXPERTS IN
DATE OF SUBMITTAL:
NO. OF SUBMITTALS:

EMERALD DISPENSARY

1355 W DUNDEE ROAD
BUFFALO GROVE, IL 60089





RESPONSES TO REQUIRED STANDARDS

Section 2. Title 17.28.080 (Special Use for Adult-Use Cannabis) of the Village Zoning Ordinance is hereby amended by adding the underlined language:

- a. **Adult-Use Cannabis Business Organizations:** An adult-use cannabis dispensary as defined in section 17.28.80-b. **Adult-Use Cannabis Business Organization shall not include a cultivation center, craft grower, processing organization, infuser organization or transporting organization as defined by the Illinois Cannabis Regulation and Tax Act.**

Response: The 1355 Dundee Group, LLC, an Illinois limited liability company is applying for zoning, as a special use under the appropriate Village of Buffalo Grove Ordinances regulating Cannabis Dispensaries. The use will be consistent with the Adult-Use Cannabis Business Organization requirements as promulgated and will comply with said regulations. The applicant has no intention of conducting business at the desired location as a cultivation center, craft grower, processing organization, infuser organization, or transporting organization as defined by the Illinois Cannabis Regulation and Tax Act.

- b. **Adult-use cannabis dispensary:** An adult-use cannabis dispensary shall be defined as a facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business organizations for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act(P.A. 101-0027) as it may be amended from time to time, and regulations promulgated thereunder.

Response: The applicant does not have a current license from the Illinois Department of Financial and Professional Regulation. Any such license will require the approval of an appropriate location for said dispensary. The Applicant would suggest that any granting of the Special Use be subject to and predicated upon the receipt of such a license. As an aside, the sole member of the Applicant has previously applied for and received a license for a cultivation center within the State of Illinois,

- c. **Purpose and Applicability:** It is the intent and purpose of this Section to provide regulations regarding the dispensing of adult-use cannabis occurring within the corporate limits of the Village. Such facilities shall comply with all regulations provided in the Cannabis Regulation and Tax Act (P.A. 101-0027) (Act), as it may be amended from time to time, in the regulations promulgated thereunder, and the regulations provided below. In the event that the Act is amended, the more restrictive of the state or local regulations shall apply.

Response: The Applicant will comply with the rules and regulations promulgated by and provided under the State of Illinois Cannabis Regulation and Tax Act as may be amended, as well as any similar requirements of the Village of Buffalo Grove.

- d. **Special Use:** An adult-use cannabis dispensary, as defined herein, shall require an approval of a Special Use, which use may include a medical cannabis dispensary as defined in section 17.12.399 (Definition) and shall be processed in accordance with Chapter 17.28 (Special Uses) of this Title as provided herein, and shall be subject to the following condition:
- i. The adult-use cannabis dispensary must be operated by an organization or business that is currently licensed by the Illinois Department of Financial and Professional Regulation to operate a medical cannabis dispensary under the Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130 et seq.)

Response: The Applicant, as set forth above is able to apply for the appropriate license with the State of Illinois, however said license would be conditioned upon an appropriate location being granted. Upon the granting of approval by the Village, the Applicant would apply. It is suggested that the Special Use be conditioned upon the granting of the license. Again, it should be noted that the Applicant's sole member has been given a license by the State for a cultivation center.

- ii. The adult-use cannabis dispensary must keep a copy of the dispensing organization agent identification card issued pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act visible at all times.

Response: The Applicant's employee will have the appropriate evidence or badges visible at all times and will comply with the requirements of the Act.

- iii. There shall be no more than two adult-use cannabis dispensaries permitted at any one time.

Response: The Applicant understands that currently only one adult-use cannabis dispensary currently approved within the Village borders, that being located at or near the intersection of Milwaukee Road and Deerfield Parkway. This application, if granted would be the second and, at this time, the only other allowable dispensary.

- iv. The adult-use cannabis dispensary may not be located within 1,000 feet of the property line of a pre-existing public or private nursery school, pre-school, primary or secondary school, day care center, or day care home, museum, library and substance abuse treatment or counseling center within the Village of Buffalo Grove corporate limits. Notwithstanding the foregoing, an adult-use cannabis dispensary will not be deemed to violate

this provision if one of the school related facilities located within the 1,000 foot spacing after the adult-use cannabis dispensary has been granted special use approved by the Village, Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.

Response: The Applicant understands the provisions relating to the location of the dispensary vis-a-vis schools, day care centers, libraries, etc. While it appears that the proposed location is not within the 1000 foot restriction for day care centers, libraries, museums, substance abuse centers or counseling centers, it appears that a question lingers regarding the distance between the proposed location and Buffalo Grove High School. Depending upon how the distance is calculated, the distance appears to be somewhere between 918 and 1024 feet. In the event the distance is calculated from building to building, then the distance is greater than the required threshold. If the distance is calculated from lot line to building, then the distance is minimally less than the required distance, but said difference is de minimis. The Applicant will address this issue in more detail during the approval process.

- v. At least 85% of the floor area of any tenant space occupied by an adult-use cannabis dispensary shall be devoted to the activities of the dispensary as authorized by the Act. Any request for reduction in floor area percentage shall be evaluated as part of the Special Use request.

Response: The Applicant intends to use all of the interior space in the subject building for the activities of the adult use cannabis dispensary. Attached to the application is an interior drawing of the floor plan.

- vi. For purpose of determining required parking, the adult-use cannabis dispensary shall be classified as a retail and wholesale trade pursuant to Section 17.36.040 of the Zoning Ordinance; provided however that the Village may require that additional parking be provided as a result of the analysis completed through the Special Use process.

Response: There is currently easement agreements between the subject lot and the balance of the shopping center for parking which allows parking for this lot and business in the parking allocated for the shopping center which clearly is sufficient parking for the needs of this use.

- vii. Other than cannabis-infused food products, no adult-use cannabis dispensary shall also sell food for consumption on the premises in the same tenant space.

Response: The Applicant will not sell food for consumption other than cannabis-infused food products at this location.

- viii. On-site consumption of cannabis shall be prohibited within an adult-use cannabis dispensary and on the premises. The dispensary shall be responsible for enforcing the prohibition of on-site consumption of cannabis under all circumstances inside and outside the dispensary and on the premises.

Response: The Applicant will prohibit on-site consumption at the dispensary and within its premises and outside the premises, within its control.

- ix. The adult-use cannabis dispensary may not conduct any sales or distribution of cannabis other than as authorized by the Act.

Response: The Applicant will comply with the Act and Village requirements and not conduct any sales or distribution, other than is authorized.

- x. No adult-use dispensary shall be maintained or operated in a manner that causes, creates, or allows the public viewing of adult-use cannabis, cannabis-infused products or cannabis paraphernalia or similar products from any sidewalk, public or private right-of-way or any property other than the lot on which the dispensary is located. No portion of the exterior of the dispensary shall utilize or contain any flashing lights, search lights or spot lights or any similar lighting system.

Response: No products or paraphernalia will be visible from any sidewalk, private or public right-of-way or any property other than the lot on which the dispensary is located upon. Further, no portion of the exterior of the dispensary shall utilize or contain any flashing lights, search lights or spot lights, or any similar lighting system.

- xi. No adult-use cannabis dispensary nor any other person or entity shall place or maintain, or cause to be placed or maintained, an advertisement of cannabis or cannabis-infused product in any form or through any medium;
1. Within 1,000 feet of the perimeter of a pre-existing public or private nursery school, pre-school, primary or secondary school, day care center, or day care home within the Village of Buffalo Grove corporate limits; or
 2. On or in a public transit vehicle or public transit shelter; or
 3. On or in publicly owned or publicly operated property.
- All advertising shall comply with the rules and regulations set forth in the Cannabis Regulation and Tax Act (P.A. 101-0027).

Response: The Applicant will comply with the rules and regulations set forth in the Cannabis Regulation and Tax Act, as well as the Village of Buffalo Grove ordinances and requirements regarding said issues,

including any restriction that may be contained in any Special Use granted.

- xii. Each adult-use dispensary shall prohibit any person who is not at least twenty-one (21) years of age from entering the dispensary, except for cardholders granted medical access under the Compassionate Use of Medical Cannabis Act over 18 years of age, whose access shall be limited to the medical cannabis dispensing area only. Dispensaries shall not employ anyone under the age of twenty-one (21). Access to the dispensary shall be limited exclusively to dispensary staff and those specifically authorized under the Cannabis Regulation and Tax Act (P.A. 101-0027).

Response: The Applicant will comply with the requirements concerning age restriction as contained in the rules and regulations of the Cannabis Regulation and Tax Act, as well as any requirement or restriction imposed by the Village of Buffalo Grove.

- e. Additional Requirements. As part of the Special Use application requirements, Petitioner shall submit plans regarding installation of building enhancements, such as security cameras, security systems, lighting or other improvements to ensure the safety of employees and customers of the adult-use cannabis dispensary, as well as its environs. Said improvements shall be determined based on the specific characteristics of the dispensary and of the floor plan for an adult-use cannabis dispensary and the site on which it is located, consistent with the requirements of the Act.

Response: The Applicant will comply with any and all of the Villages reasonable requests and looks forward to working with the Village to ensure the success of the project for both the benefit of the Applicant, as well as the Village.

Responses to Special Use Standards

1. The special use will serve the public convenience at the location of the subject property; to 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.

Response: Subsequent to the passage of the State of Illinois Statute regarding adult use of cannabis, the Village of Buffalo Grove enacted its own ordinance setting forth the standards necessary for the creation of cannabis dispensaries within the corporate boundaries of the Village. The standards set forth the restriction that only two dispensaries are allowable within the Village. Previously, the Village granted a special use for the Sunnyside dispensary located on the eastern border of the Village, at the intersection of Milwaukee and Deerfield Roads. The current application would be consistent with the restriction and be allowable as the second such dispensary.

The location of the proposed use is at the opposite edge of the Village and at the western border of Buffalo Grove as an out lot in the B-3 Zoning district and previously occupied by LaSalle Bank and later BMO Harris Bank. That location and building has been vacant for several years and has become somewhat in disrepair, having no occupant to maintain the premises.

The Applicant is the contract purchaser and has plans and intent to renovate the building to accommodate its intended use and place the property into good repair. The subject property and use therein being requested would be governed by the Village of Buffalo Grove ordinances and regulations as they relate specifically to a cannabis dispensary, and otherwise. The building is located as an out lot of the shopping center with commercial uses on most of its surrounding borders, with higher density multi-family residential located on the north side of Dundee Road. This commercial use is consistent with the pre-existing uses as previously maintained in the shopping center.

Additionally, the use and user is governed by the appropriate authorities and regulations of the State of Illinois which will grant and maintain the license and approval of the use. These stringent requirements by the Village and State assures that the use at this location will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. Since the State has allowed the adult sale of cannabis, numerous dispensaries have been established and it appears that no detriment has been experienced from any of the established dispensaries. The Applicant intends to be a good corporate citizen and neighbor. It will comply with any and all reasonable expectations and requirements of the Village to ensure that said use will serve the public convenience and not endanger the community.

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.

Response: Currently, the subject property is an approximately 7000 square foot, one story building that has previously been used as a banking facility, having been constructed along with the balance of the shopping center over 40 years ago. It is not the intent or plan to alter or re-construct the exterior of the structure. The building use will be consistent with the general uses within the B-3 designation and the former and current uses within the shopping center. While the prior use as a banking facility did not generate any revenue for the Village, other than real estate taxes, which have been reduced over the past years, resulting from its vacancy, the intended use as a cannabis dispensary would financially benefit the Village and therein its citizens and residents. The value of the premises would increase, resulting in an increase in the assessed value for tax purposes, thereby benefitting the Village and other agencies, such as the School districts. Additionally, the tax revenue recognized by the sale of cannabis would significantly increase (contemplated to be a total of 5% of the sales) to the benefit of the Village.

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.

Response: The Applicant and use will not impede, substantially hinder or discourage the development and use of adjacent land and buildings. The surrounding areas have been fully developed and have been for decades. There is no contemplated development and building, as built has not nor will affect the surrounding areas. In fact the re-establishment of a commercial use at this location and the added increase in assessed valuation will only increase the values of the surrounding properties. The use as contemplated will occur fully within the building and none of the product will be observable from the exterior. It has been shown that other similar dispensaries have not had a negative affect on the community and the Applicant assures the Village that this use, at this location will not have any adverse effect. The building currently is a drive through facility intended for use as a banking facility. The Applicant has no intent or desire to use said drive through.

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 building in accord with the zoning district within which they lie.

Response: See response to number 3 above. Applicant re-states and re-alleges its response to item 3 and its response to item 4.

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

Response: The subject property is accessed by Dundee Road to the north and Arlington Heights Road to the east, through the entrances to Plaza Verde. The access is sufficient for the use intended, as it the well-established utilities currently servicing the shopping center and the building in particular. No new or additional access or utilities will be necessary for the use intended.

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.

Response: As stated above, the building which is the subject of the special use has been in existence for decades and is adequate for the use intended. Currently there is a recorded easement agreement between the subject lot/building and the balance of the Plaza Verde shopping center which allows parking for the building in and on the parking spaces of the center. The number of parking spaces generally were designed and approved by the village when the center was developed and approved by the Village. The intended use will not unduly impact the parking requirements.

ORDINANCE NO. 2019 - 054**AN ORDINANCE AMENDING THE BUFFALO GROVE ZONING ORDINANCE BY
THE ADDITION OF REGULATIONS REGARDING ADULT-USE CANNABIS
IN THE VILLAGE OF BUFFALO GROVE**

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

WHEREAS, the Village of Buffalo Grove, Illinois, has enacted Municipal Code Regulations for the purpose of improving and protecting the public health, safety, comfort, convenience and general welfare of the people; and

WHEREAS, the State of Illinois enacted the Cannabis Regulation and Tax Act (Act), which pertains to the possession, use, cultivation, transportation and dispensing of adult-use cannabis, which became effective June 25, 2019; and

WHEREAS, pursuant to the Act, the Village may enact reasonable zoning ordinances or resolutions not in conflict with the Act, regulating cannabis business organizations, including rules adopted governing the time, place, manner and number of cannabis business organizations, and minimum distance limitations between cannabis business organizations and locations the Village deems sensitive; and

WHEREAS, on August 5, 2019, at the Village Board meeting, a policy question was asked whether the Village of Buffalo Grove should allow adult-use cannabis organizations within its corporate limits; discussion on the policy question followed; and

WHEREAS, the Village staff has researched the regulations on adult-use cannabis if allowed in the Village; and

WHEREAS, on August 5, 2019, the Village Board initiated an amendment to Title 17 (Zoning Ordinance) to review and consider additional amendments to further regulate adult-use cannabis organizations within the Village; and

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed amendments to Chapter 17.44.040 et seq. (Zoning Ordinance) on October 2, 2019.

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 into and made a part of this Ordinance as if fully set forth herein.

Section 2. Title 17.28.080 (Special Use for Adult-Use Cannabis) of the Village Zoning Ordinance is hereby amended by adding the underlined language:

17.28.80 a. Adult-Use Cannabis Business Organizations: An adult-use cannabis dispensary as defined in Section 17.28.80-b. Adult-Use Cannabis Business Organization shall not include a cultivation center, craft grower, processing organization, infuser organization or transporting organization as defined by the Illinois Cannabis Regulation and Tax Act.

b. Adult-use cannabis dispensary: An adult-use cannabis dispensary shall be defined as a facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business organizations for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act (P.A. 101-0027) as it may be amended from time to time, and regulations promulgated thereunder.

c. Purpose and Applicability. It is the intent and purpose of this Section to provide regulations regarding the dispensing of adult-use cannabis occurring within the corporate limits of the Village. Such facilities shall comply with all regulations provided in the Cannabis Regulation and Tax Act (P.A. 101-0027) (Act), as it may be amended from time to time, in the regulations promulgated thereunder, and the regulations provided below. In the event that the Act is amended, the more restrictive of the state or local regulations shall apply.

d. Special Use. An adult-use cannabis dispensary, as defined herein, shall require an approval of a Special Use, which use may include a medical cannabis dispensary as defined in Section 17.12.399 (Definition) and shall be processed in accordance with Chapter 17.28 (Special Uses) of this Title as provided herein, and shall be subject to the following conditions:

- i. The adult-use cannabis dispensary must be operated by an organization or business that is currently licensed by the Illinois Department of Financial and Professional Regulation to operate a medical cannabis dispensary under the Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130 et seq.)
- ii. The adult-use cannabis dispensary must keep a copy of the dispensing organization agent identification card issued pursuant to

the Compassionate Use of Medical Cannabis Pilot Program Act visible at all times.

- iii. There shall be no more than two adult-use cannabis dispensaries permitted at any one time.
- iv. The adult-use cannabis dispensary may not be located within 1,000 feet of the property line of a pre-existing public or private nursery school, pre-school, primary or secondary school, day care center, or day care home, museum, library and substance abuse treatment or counseling center within the Village of Buffalo Grove corporate limits. Notwithstanding the foregoing, an adult-use cannabis dispensary will not be deemed to violate this provision if one of the school related facilities locates within the 1,000 foot spacing after the adult-use cannabis dispensary has been granted special use approval by the Village. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this Section.
- v. At least 85% of the floor area of any tenant space occupied by an adult-use cannabis dispensary shall be devoted to the activities of the dispensary as authorized by the Act. Any request for reduction in floor area percentage shall be evaluated as part of the Special Use request.
- vi. For purpose of determining required parking, the adult-use cannabis dispensary shall be classified as a retail and wholesale trade pursuant to Section 17.36.040 of the Zoning Ordinance; provided however that the Village may require that additional parking be provided as a result of the analysis completed through the Special Use process.
- vii. Other than cannabis-infused food products, no adult-use cannabis dispensary shall also sell food for consumption on the premises in the same tenant space.
- viii. On-site consumption of cannabis shall be prohibited within an adult-use cannabis dispensary and on the premises. The dispensary shall be responsible for enforcing the prohibition of on-site consumption of cannabis under all circumstances inside and outside the dispensary and on the premises.
- ix. The adult-use cannabis dispensary may not conduct any sales or distribution of cannabis other than as authorized by the Act.

- x. No adult-use dispensary shall be maintained or operated in a manner that causes, creates, or allows the public viewing of adult-use cannabis, cannabis-infused products or cannabis paraphernalia or similar products from any sidewalk, public or private right-of-way or any property other than the lot on which the dispensary is located. No portion of the exterior of the dispensary shall utilize or contain any flashing lights, search lights or spot lights or any similar lighting system.
- xi. No adult-use cannabis dispensary nor any other person or entity shall place or maintain, or cause to be placed or maintained, an advertisement of cannabis or cannabis-infused product in any form or through any medium:
 - 1. Within 1,000 feet of the perimeter of a pre-existing public or private nursery school, pre-school, primary or secondary school, day care center, or day care home within the Village of Buffalo Grove corporate limits; or
 - 2. On or in a public transit vehicle or public transit shelter; or
 - 3. On or in publicly owned or publicly operated property.

All advertising shall comply with the rules and regulations set forth in the Cannabis Regulation and Tax Act (P.A. 101-0027).

- xii. Each adult-use dispensary shall prohibit any person who is not at least twenty-one (21) years of age from entering the dispensary, except for cardholders granted medical access under the Compassionate Use of Medical Cannabis Act over 18 years of age, whose access shall be limited to the medical cannabis dispensing area only. Dispensaries shall not employ anyone under the age of twenty-one (21). Access to the dispensary shall be limited exclusively to dispensary staff and those specifically authorized under the Cannabis Regulation and Tax Act (P.A. 101-0027).

e. Additional Requirements. As part of the Special Use application requirements, Petitioner shall submit plans regarding installation of building enhancements, such as security cameras, security systems, lighting or other improvements to ensure the safety of employees and customers of the adult-use cannabis dispensary, as well as its environs. Said improvements shall be determined based on the specific characteristics of the dispensary and of the floor plan for an adult-use cannabis dispensary and the site on which it is located, consistent with the requirements of the Act.

- i. The Special Use Applicant shall submit a complete copy of their license application and all plans submitted to the State of Illinois, or any agency thereof, as part of their special use application. Before issuance of a certificate of occupancy or otherwise opening to the public, Adult-Use Cannabis Business Organizations must provide a copy of their state license to operate as an adult-use cannabis dispensary issued by the Illinois Department of Financial and Professional Regulation.
- ii. Petitioner shall file an affidavit with the Village affirming compliance with Section 17.28.80-c as provided herein and all other requirements of the Act.
- iii. The Special Use Applicant shall submit additional information as required by the Village during the Special Use process.
- f. Violation / Penalties – Any violation of this Section 17.28.080 shall be punishable as provided in Section 1.08 and/or Section 1.12 of this Code.

Section 3. Chapter 17.44 entitled Business Districts is hereby amended by adding Section 15 to Section 17.44.020.C as follows:

15. Adult-use cannabis dispensary pursuant to Section 17.28.080, provided that they are located on sites with frontage along the following major streets: Lake-Cook Road, IL Route 68 (Dundee Road) or IL Route 45 (Milwaukee Avenue).

Section 4. Chapter 17.44 entitled Business Districts is hereby amended by adding Section 23 to Section 17.44.030-C as follows:

23. Adult-use cannabis dispensary pursuant to Section 17.28.080, provided that they are located on sites with frontage along the following major streets: Lake-Cook Road, IL Route 68 (Dundee Road) or IL Route 45 (Milwaukee Avenue).

Section 5. Chapter 17.48 entitled Office and Industrial Districts is hereby amended by adding Section 29 to Section 17.48.020-C as follows:

29. Adult-use cannabis dispensary pursuant to Section 17.28.080

Section 6. No other type of adult-use cannabis business organizations shall be permitted in Buffalo Grove.

Section 7. 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 8. This Ordinance shall be in full force and effect from and after its passage and approval.

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

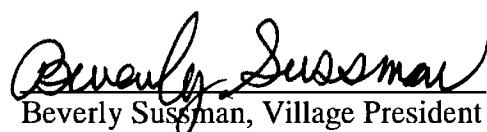
NAYES: 1 - Weidenfeld

ABSENT: 0 - None

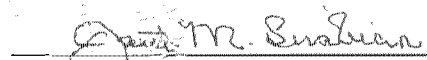
PASSED: October 21, 2019

APPROVED: October 21, 2019

APPROVED:


Beverly Sussman, Village President

ATTEST:


Janet M. Sirabian, Village Clerk