



**Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
March 15, 2021 at 7:30 PM**

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

1. Call to Order

A. Open Meetings Act Compliance

Pursuant to Public Act 101-0640 as well as the Disaster Proclamation and Executive Orders issued by Governor Pritzker, this meeting will be held in person with capacity-limited physical attendance. Those not willing or able to physically attend can still fully participate electronically by utilizing the Zoom link below.

Zoom Link: www.vbg.org/march15meeting

Phone Number: 312-626-6799

Meeting ID: 891 7589 3718

Instructions for how the public can see, listen and/or participate in meetings are listed immediately below this statement.

In accordance with the Open Meetings Act, any person shall be permitted an opportunity to address public officials under the rules established and recorded in the Buffalo Grove Municipal Code. The Village President reserves the right to alter the order of the appearance of speakers to maintain decorum during the meeting.

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

B. Pledge of Allegiance

2. Approval of Minutes

- A. Village Board - Committee of the Whole - Feb 1, 2021 7:30 PM
- B. Village Board - Regular Meeting - Feb 16, 2021 7:30 PM
- C. Village Board - Committee of the Whole - Mar 1, 2021 7:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1326 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

- A. Recognizing Girl Scouts for Achieving the Bronze Award (President Sussman) (Staff Contact: Evan Michel)

- B. R-2021-8 Resolution Extending Executive Order 2021-03 (President Sussman) (Staff Contact: Dane Bragg)

5. Village Manager's Report

- A. Summer Events Update (Trustee Smith, Trustee Stein) (Staff Contact: Michael Skibbe)

6. Special Business

7. Reports from Trustees

8. Consent Agenda

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

- A. Proclamation Honoring Jewish War Veterans of the United States of America Day (President Sussman) (Staff Contact: Evan Michel)

SUMMARY: A Proclamation honoring Jewish War Veterans of the United States of America Day.

- B. Proclamation Recognizing Earth Hour 2021 (President Sussman) (Staff Contact: Brett Robinson)

SUMMARY: A proclamation recognizing Earth Hour.

- C. Resolution Adopting the 2021 Zoning Map (Trustee Johnson) (Staff Contact: Nicole Woods)

SUMMARY: Pursuant to State Statute, the Village of Buffalo Grove is required to publish its official zoning map by March 31, 2021. The map is unchanged from last year.

- D. Authorization to Execute Contract Extensions with Multiple Vendors (Trustee Stein) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff recommends that the Village President and Board of Trustees authorize staff to execute the following contract extensions as listed below and further detailed in the attached memo.

The first contract option with Lauterbach and Amen for audit services at a not to exceed amount of \$32,890

The second year contract option with Consulting Engineering, Inc. for leak detection services on an as needed basis.

The fifth and final year contract option with Aramark uniform Services, Inc. for floor mat and shop towel rental and cleaning with a total not to exceed amount of \$11,520.

- E. O-2021-9 Village Hall Lobby Flooring Replacement (Trustee Pike) (Staff Contact: Brett Robinson)

SUMMARY: Staff recommends that the Village Board authorize the Village Manager to execute a contract with FH Paschen in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of \$29,400.20. The project will be funded through the capital improvement fund.

- F. O-2021-10 Amendment to Agreement with Paramedic Billing Services (Trustee Smith) (Staff Contact: Brett Robinson)

SUMMARY: Staff recommends authorizing the Village Manager to execute the Amendment to the agreement with Paramedic Billing Services. The Amendment modifies the term of the agreement to three years with two possible two year extensions and reduces the fee charged by Paramedic Billing Services to 3.5% down from 5%.

- G. O-2021-11 Ordinance Authorizing the Disposal of Surplus Village Personal Property (Trustee Weidenfeld) (Staff Contact: Tom Wisniewski)

SUMMARY: The attached list of Village owned property was disposed of during FY 2019. The assets were either used for trade-in or outright disposed of. All capital assets will be removed from the Village's balance sheet.

9. Ordinances and Resolutions

- A. R-2021-9 Approve a Resolution Authorizing the Village Manager to Execute a Lease Amendment for the Buffalo Grove Golf Course Restaurant (Trustee Stein) (Staff Contact: Chris Stilling)
- B. O-2021-12 Ordinance Approving an Amendment to the Fee Schedule, Chapter 1.16 and Section 8.20.340 of the Buffalo Grove Municipal Code Regarding the Solid Waste Agency of Northern Cook County (SWANCC) Fees (Trustee Smith) (Staff Contact: Chris Stilling)
- C. O-2021-13 2021 Sidewalk Improvements Award (Trustee Pike) (Staff Contact: Kyle Johnson)
- D. O-2021-14 2021 Cracksealing Project Award (Trustee Pike) (Staff Contact: Kyle Johnson)
- E. O-2021-15 2021 Pavement Patching Project Award (Trustee Pike) (Staff Contact: Kyle Johnson)
- F. O-2021-16 2021 Vintage Street Improvements Award (Trustee Pike) (Staff Contact: Kyle Johnson)

10. Unfinished Business

11. New Business

12. Questions From the Audience

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

13. Adjournment

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

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

**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE BOARD OF
THE VILLAGE OF BUFFALO GROVE HELD IN THE VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, AND VIA AUDIO/VIDEO CONFERENCING
MONDAY, FEBRUARY 1, 2021**

CALL TO ORDER

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

ROLL CALL

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

Also present via audio/video conferencing were: Dane Bragg, Village Manager; Nicholas Standford, Acting Village Attorney; Chris Stilling, Deputy Village Manager; Evan Michel, Management Analyst; Mike Skibbe, Director of Public Works; Kyle Johnson, Assistant Director of Public Works; Nicole Woods, Deputy Community Development Director; and Brett Robinson, Administrative Service Director.

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

CODE OF CONDUCT

Mr. Bragg reviewed the Code of Conduct, which was adopted in 2009, noting that it has not been modified since then, and staff believes that the Board might want to consider updating the Code. The Code covers meeting procedures, ethical conduct, communication, confidentiality and influence pertaining to the role of public officials and Village staff.

After discussion, it was determined that staff will work with a member or members of the Board to update and streamline the Code of Conduct. This will take place after the April election so as to maintain continuity should there be a change in the makeup of the Board.

CODE REVIEW COMMITTEE PROCESS

Mr. Robinson noted that the Village Code is in need of a complete review. The code has been amended on numerous occasions over the last 40+ years, and is in need of a complete review. Staff believes that it is important to review the entire language of the Code in an effort to modernize the language, streamline the organization of the code and make it easy to read. Complete details may be found in Mr. Robinson's memo to Mr. Bragg of January 28, 2021.

After discussion, it was determined that staff will work with a member or members of the Board to update and streamline the Village Code. This will take place after the April election so as to maintain continuity should there be a change in the makeup of the Board.

INFRASTRUCTURE MODERNIZATION PROGRAM

Mr. Skibbe briefly introduced the Infrastructure Modernization Program. Mr. Johnson then provided an extensive PowerPoint update on the Infrastructure Modernization Program (IMP), reviewing the accomplishments from year one, 2020, followed by a preview of 2021 goals and project areas. Mr. Johnson was commended for providing such a detailed and comprehensive update of the IMP.

Minutes Acceptance: Minutes of Feb 1, 2021 7:30 PM (Approval of Minutes)

BUSINESS SUPPORT PROGRAM/BG DELIVERS

Mrs. Woods brought the Board up to date on the various conversations and feedback between the staff and the Board regarding business relief and support due to the impact that COVID-19 has had on businesses, further details of which are contained in her memo to Mr. Bragg of January 28, 2021. Staff will provide more information for the Board which will allow action to be taken at an upcoming Village Board meeting. Board members thanked staff for the many hours committed to putting together proposals for ways to help our struggling businesses.

MUNICIPAL ELECTION

The Village Clerk noted the **April 6, 2021 Municipal Election** and urged all residents to be sure that they are registered to vote

QUESTIONS FROM THE AUDIENCE

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

ADJOURNMENT

Moved by Weidenfeld, seconded by Johnson, to adjourn the meeting. Upon roll call, the motion was unanimously declared carried. The meeting was adjourned at 8:51 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 15th DAY OF March 2021

Village President

Minutes Acceptance: Minutes of Feb 1, 2021 7:30 PM (Approval of Minutes)

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE BOARD OF THE VILLAGE OF
BUFFALO GROVE HELD IN THE VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, AND VIA AUDIO/VIDEO CONFERENCING
TUESDAY, FEBRUARY 16, 2021**

CALL TO ORDER

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

ROLL CALL

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

Also present via audio/video conference were: Dane Bragg, Village Manager, Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Chris Black, Director of Finance; Evan Michel, Management Analyst; Mike Skibbe, Director of Public Works; Darren Monico, Village Engineer; and Brett Robinson, Director of Purchasing.

APPROVAL OF MINUTES

Moved by Weidenfeld, seconded by Ottenheimer, to approve the minutes of the January 19, 2021 Regular Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSTAIN: 1 – Johnson

Motion declared carried.

WARRANT #1325

Mr. Black read Warrant #1325. Moved by Johnson, seconded by Ottenheimer, to approve Warrant #1325 in the amount of \$4,546,774.98 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

VILLAGE PRESIDENT'S REPORT

President Sussman introduced **Resolution No. 2021-5** extending Executive Order 2021-02.

Moved by Weidenfeld, seconded by Johnson, to pass Resolution No. 2021-5, extending Executive Order 2021-02.

Mr. Bragg reviewed the proposed resolution.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

VILLAGE MANAGER'S REPORT

Minutes Acceptance: Minutes of Feb 16, 2021 7:30 PM (Approval of Minutes)

Mr. Bragg provided an update on the response that the Village has made to the catastrophic loss of the **Website** to Buffalo Grove, as well as to surrounding municipalities, last week. The Village has been actively seeking solutions to the problem.

Mr. Michel noted that the website was down for a total of 110 hours. The Village is negotiating with a new vendor, Revize, to provide website infrastructure in addition to saving money on the new contract.

Mr. Bragg emphasized that there was no type of customer or employee applicant or other information that was compromised or breached as a result of that outage, and that none of that data is contained within the Intrado platform.

Mr. Skibbe provided an update on **Snow Removal** operations during the recent storms, which resulted in nine consecutive days of measurable snow and over 38" of snow being on the ground.

REPORTS FROM TRUSTEES

There were no reports from Trustees tonight.

CONSENT AGENDA

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

Proclamation – 2021 National Engineers Week

Motion to approve a Proclamation recognizing National Engineers Week from February 21-27, 2021.

Woodman's Unattended Fuel Station

Motion to approved Certificate of Initial Acceptance and Approval for Woodman's Unattended Fuel Station Improvements.

Resolution No. 2021-6 – 2021 Volume Cap

Motion to pass Resolution No. 2021-6, reallocating the 2021 Volume Cap to the Village of Buffalo Grove.

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

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2021-7 – FIRE DEPARTMENT EQUIPMENT

Moved by Smith, seconded by Stein, to pass Ordinance No. 2021-7, approving a Joint Purchase of Turn-Out Gear, related PPE and SCBA Equipment at a price not to exceed \$76,000.00 annually from Air One Equipment, Inc., using a joint procurement agency bid through the Houston Galveston Area Council purchasing cooperative program in accordance with the Illinois Governmental Joint Purchasing Act for the Fire Department.

Mr. Robinson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of February 7, 2021.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2021-8 – VEHICLE PURCHASE

Moved by Smith, seconded by Stein, to pass Ordinance No. 2021-8, authorizing the purchase of replacement, Police, Fire and Public Works Vehicles through the Northwest Municipal Conference Suburban Purchasing Cooperative in accordance with the Illinois Joint Purchasing Act in a total not-to-exceed amount of \$221,336.00.

Mr. Robinson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of February 16, 2021.

Upon roll call, Trustees voted as follows:

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

RESOLUTION NO. 2021-7 – LIQUOR LICENSE FEES

Moved by Ottenheimer, seconded by Weidenfeld, to pass Resolution No. 2021-7, waiving fifty percent of certain Liquor License renewal fees for 2021-2022

Mr. Stilling reviewed the proposed resolution, details of which are contained in his memo to Mr. Bragg of February 11, 2021.

Upon roll call, Trustees voted as follows:

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

LINK CROSSING PHASE 2

Mr. Monico reviewed the proposed DIA, details of which are contained in his memo of January 28, 2021 to Mr. Bragg.

Moved by Stein, seconded by Johnson, to approve the Link Crossing Phase 2 Development Improvement Agreement.

Upon roll call, Trustees voted as follows:

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

QUESTIONS FROM THE AUDIENCE

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

ADJOURNMENT

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

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

NAYS: 0 – None

Motion declared carried.

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

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 15th DAY OF March 2021

Village President

Minutes Acceptance: Minutes of Feb 16, 2021 7:30 PM (Approval of Minutes)

**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE BOARD OF
THE VILLAGE OF BUFFALO GROVE HELD IN THE VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, AND VIA AUDIO/VIDEO CONFERENCING
MONDAY, MARCH 1, 2021**

CALL TO ORDER

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

ROLL CALL

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

Also present via audio/video conferencing were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Jenny Maltas, Deputy Village Manager; Chris Stilling, Deputy Village Manager; Evan Michel, Management Analyst; Mike Skibbe, Director of Public Works; Nicole Woods, Deputy Community Development Director; Rati Akash, Village Planner; Darren Monico, Village Engineer; and Brett Robinson, Administrative Service Director; Fire Chief Baker; Police Chief Casstevens.

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

SWANCC FEES

Mr. Stilling reviewed the staff recommendation that the Village Board increase the SWANCC fee by \$.50 per month, details of which are contained in his memo to the Board of February 25, 2021. Board discussion followed, with Board members suggesting that, going forward, residents would prefer that there be smaller incremental increases of perhaps \$.05 per month each year rather than \$.50 per month at one time.

COMMUNITY DEVELOPMENT SOFTWARE

Rati Akash and Nicole Woods reviewed the agreement that the Village entered into with BSA Community Development software solution to streamline, assist, and automate the Department's service of permitting, licensing, code enforcement and planning and zoning, details of which are contained in the memo from Rati Akash to the Board of February 23, 2021.

COMMUNITY ENGAGEMENT UPDATE

Mr. Michel reviewed a PowerPoint presentation outlining the Community Engagement Committee's efforts to develop and implement strategies to engage residents in Village priorities, details of which are contained in his memo to Mr. Bragg of February 22, 2021. Nicole Woods also commented on the initiatives of the committee. Board members thanked staff members for the outstanding job that has been done on this project.

VIDEO GAMING LICENSE FEES

Mr. Stilling reviewed the fees for video gaming license fees for the upcoming renewal period, details of which are contained in his memo of February 25, 2021 to Mr. Bragg. After Board discussion, it was determined that, since video gaming facilities are now open and fully operational, the consensus is that there is no reason to decrease fees.

2021 SUMMER EVENTS

Mr. Bragg reviewed the staff planning and recommendations for the 2021 Summer Events, such as Farmer's Market, 4th of July fireworks, Buffalo Grove Band concerts, and Buffalo Grove Days, details of which are contained in his memo to the Board of February 25, 2021.

Minutes Acceptance: Minutes of Mar 1, 2021 7:30 PM (Approval of Minutes)

The Board agreed that the mode of operation used for the **Farmer's Market** in 2020 was very successful, so that event may continue in 2021 using the same model as was used in 2020.

Howard Green, director of the **Buffalo Grove Symphonic Band**, noted that this would have been the 20th anniversary for the band and they were planning to have several events to commemorate that anniversary, so the band is very disappointed. Mr. Green stated that the band practices in school facilities, and since they are a 70+ member group, with social distancing requirements, it is impossible to get together to practice. Mr. Green is contemplating small ensemble groups to meet in member homes to rehearse, and that is a possibility to offer some musical enjoyment to residents this summer.

The Board discussed the **Fireworks**, noting the possibility of having a drive-through show utilizing various parking areas surrounding the Village campus, or possibly moving the fireworks to Labor Day weekend

The next discussion revolved around **Buffalo Grove Days**. Mr. Skibbe provided an overview of staff's conversations with the co-chairs. It is clear that a full-fledged festival is not feasible, but there is the possibility of having a festival that is reduced in size, and also the option of totally postponing the event until 2022. There is the possibility of a carnival in a more spread-out area, along with food trucks. Entertainment with restrictions is also a possibility. Paulette Greenberg, Buffalo Grove Days Co-Chair, reported on what she has found out from other communities; some are going ahead with their events 100%, while others are cancelling 100%. Committee members are agreeable to a three-day carnival and food trucks. Karen Danenberg commented that there would be no walk-around entertainment or dance groups, but there could be one band on the main stage each night, but everything would have to be very modified. Mr. Springman commented on the safety issues and wondered whether or not people are ready to go out in crowds again. Board discussion on all the possibilities ensued, with the determination that no money be put out for deposits at this time, and that we wait until at least the March 15, 2021 Board Meeting to make any decisions.

Mr. Bragg stated that staff will work on some of the possibilities mentioned and bring a report back to the Board for the March 15, 2021 meeting.

QUESTIONS FROM THE AUDIENCE

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

EXECUTIVE SESSION

Moved by Johnson, seconded by Weidenfeld, to adjourn the Committee of the Whole Meeting and move to Executive Session to discuss **Section 2(C)(5) of the Illinois Open Meetings Act: the Purchase or Lease of Real Property for the use of the Public Body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.** Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried

The Board moved to Executive Session from 9:54 P.M. until 10:59 P.M.

ADJOURNMENT

The meeting was adjourned at 9:54 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 15th DAY OF March 2021

Village President

Minutes Acceptance: Minutes of Mar 1, 2021 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1326****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1326 \$637,670.97

ATTACHMENTS:

- W #1326 SUMMARY (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Monday, March 15, 2021

VILLAGE OF BUFFALO GROVE WARRANT #1326**15-Mar-21**

General Fund:	1,035,663.02
Parking Lot Fund:	4.07
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	6,185.00
Capital Projects-Facilities:	0.00
Capital Projects-Vehicles/Equipment:	4,913.60
Capital Projects-Streets:	56,339.21
Health Insurance Fund:	0.00
Facilities Development Debt Service Fund:	0.00
Retiree Health Savings (RHS):	0.00
Water Fund:	1,139,573.19
Buffalo Grove Golf Fund:	46,353.79
Arboretum Golf Fund:	80,378.88
Refuse Service Fund:	70,615.08
Information Technology Internal Service Fund:	137,572.00
Central Garage Internal Service Fund:	57,885.40
Building Maintenance Internal Service Fund:	128,599.33
	<u>2,764,082.57</u>
 PAYROLL PERIOD ENDING 02/18/2021	 968,463.85
PAYROLL PERIOD ENDING 03/04/2021	<u>955,298.27</u>
	<u>1,923,762.12</u>
 TOTAL WARRANT #1326	 <u><u>4,687,844.69</u></u>

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

 Village Clerk

 Village President

Attachment: W #1326 SUMMARY (Approval of Warrant #1326)



Information Item : Recognizing Girl Scouts for Achieving the Bronze Award

Recommendation of Action

n/a

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

Trustee Liaison
Sussman

Staff Contact
Evan C Michel, Office of the Village Manager

Monday, March 15, 2021	
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**Resolution No. R-2021-8 : Resolution Extending Executive Order
2021-03**

Recommendation of Action

Staff recommends approval.

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

ATTACHMENTS:

- Resolution Extending the Local Disaster Emergency Proclamation 2021.03 (DOCX)
- 3.5.21 EO clean (DOCX)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, March 15, 2021

RESOLUTION EXTENDING EXECUTIVE ORDER 2021-03

WHEREAS, on March 08, 2021, Village President, Beverly Sussman, issued Executive Order 2021-03 based upon the COVID-19 pandemic;

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

WHEREAS, Illinois Governor J.B. Pritzker declared all counties in the State of Illinois as a disaster area on March 9, 2020 and further extended that declaration until April 3, 2021; and;

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

WHEREAS, the Village Board finds that the present situation requires the extension of the Village President's Executive Order 2021-03;

NOW, THEREFORE, be it resolved as follows:

Executive Order 2021-03 dated March 8, 2021 issued by Village President Beverly Sussman is hereby extended. Said extension shall be coterminous with the COVID-19 disaster proclamation issued by Governor J.B. Pritzker unless further amended or modified.

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

AYES: _____
 NAYES: _____
 ABSENT: _____

Passed _____, 2021
 Approved _____, 2021

Approved:

 Beverly Sussman, Village President

Attest:

 Janet Sirabian, Village Clerk

March 5, 2021

EXECUTIVE ORDER 2021-03

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

02

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on March 5, 2021, the State of Illinois issued a new executive order and new guidance regarding the orders issued by Governor JB Pritzker as well as guidance regarding face coverings and said order is numbered 2021-05; and

WHEREAS, I find that in order to maintain consistency and clarity as to the measures to be

taken help reduce the spread of COVID-19 effectively and safely there should be consistency with the Governor's Order 2021-05 and my previous Orders;

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

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

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

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

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

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

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

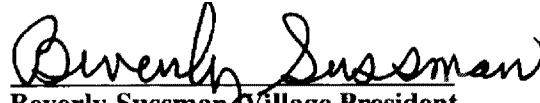
Section 7. Penalty. The Village of Buffalo Grove Police Department and Community Development Department are authorized to enforce this Executive Order. In addition to other remedies the Village may seek, any violation of this Executive Order may subject the violator to a penalty as set forth in Chapters 1.08 and 1.12 of the Village Code.

Section 8. Golf courses are permitted to operate within the restrictions of Executive Order

2021-04 and any restrictions published by the Illinois Department of Commerce and Economic Opportunity.

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

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


Beverly Sussman, Village President

STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

ACKNOWLEDGEMENT

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

GIVEN under my hand and notarial seal this 5th day of March, 2021.

Attachment: 3.5.21 EO clean (R-2021-8 : Extending Executive Order 2021-03)



Action Item : Summer Events Update

Recommendation of Action

Staff recommends discussion.

Staff will present an update on summer event information.

ATTACHMENTS:

- 2021-0311 Summer Events Update (DOCX)

Trustee Liaison

Smith, Stein

Staff Contact

Michael K Skibbe, Public Works

Monday, March 15, 2021	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 11, 2021

TO: Dane Bragg, Village Manager

FROM: Mike Skibbe, Director of Public Works

SUBJECT: Summer Events Update

Recommendation

Specific to BG Days, Staff recommends holding off on a decision to host or cancel the event at this time. Staff would then present an update at the April 5, 2021 committee of the whole.

Background

At the March 1 Committee of the Whole meeting, the viability of various summer events was discussed. Two events, the Farmer's Market and Fourth of July Fireworks, received consensus to move forward under the current directives of Governor Pritzker and the Illinois Department of Public Health. One event series cancellation was announced, with the Buffalo Grove Symphonic Band stating that their events would not happen in 2021.

The remaining event, Buffalo Grove Days, is currently being evaluated. There was general consensus to wait a couple weeks to make a formal decision, presuming that more guidance, event announcements, and other information would become available in the coming weeks. In addition, the Board directed staff to provide additional information around contractual commitments and timelines, report on the status of the Buffalo Grove Days Committee, and take a creative look at alternative BG Days events.

Informational Updates

- 1) On March 11, Arlington Heights announced that the Frontier Days festival was being cancelled for a second year in a row.
- 2) Elk Grove's Village Mayor has announced that events will take place this year, with modifications as needed.
- 3) Vernon Hills issued an e-news statement that "Trustees and Staff will take a wait-and-see stance on some of the traditional Village-sponsored summer events."
- 4) Festival Liquor Licenses are currently not being issued by the state, and carnivals are not approved in Phase 4.
- 5) No additional guidance has been issued by Governor Pritzker's office to date.

Vendor and Contract Updates

Brett Robinson, Administrative Services Director, has been discussing contracts, out clauses, and timelines with the BG Days Vendors. While we hoped that they would be open to modifying contracts due to current uncertainty, the reality is that the vendors are taking a hard line stance

on deposits, reservation deadlines, and cancellation policies. This table summarizes the responses, and shows that several deadlines to promise availability have passed.

Vendor	Cancellation Date	Booking Date
Service Sanitation	7/31/2021	3/1/2021
Gen Power	7/31/2021	7/1/2021
Indestructo	7/31/2021	3/1/2021
Sound Works	7/31/2021	6/1/2021
American Mobile Staging	Only Covid Related	First Come First Serve
Pac-Van Mobile Office	7/31/2021	6/1/2021
Rolling R Golf Carts	7/31/2021	3/1/2021
Fireworks	7/31/2021	7/14/2021
Carnival	No Response	No Response

If the Village were to book these vendors, a 50% deposit would be required at the time of booking. July 31 has been a consistent date with which to cancel the event and not incur additional expense. However, a cancellation would either forfeit the deposit, or roll it over for a 2022 event depending on the vendor.

Buffalo Grove Days Committee

The committee hosted their first meeting on March 9. About half of the 37 volunteers on the committee were in attendance, and that same half responded to an initial survey pushed out in February. The committee remains split on the decision to have the event, or to postpone it another year. They are continuing to monitor announcements about other summer events in the area, and feel that it is too soon to make a final decision on hosting the event or postponing. However, there is consent that if the event occurs, it would have to be modified. Modifications could include scaling back to a three day festival and modifying the events within.

The committee will be polling their members again to see how many volunteers will ultimately be willing to work an event.

Getting Creative – Modified Event Ideas

The committee, and staff, are continuing to brain storm ideas about how a modified event could occur. The carnival may be able to occur if the foot print is enlarged and an agreement about proper sanitation and social distancing is agreed upon with the vendor. Entertainment, specifically music, could occur in a new format to limit risk, even if it is too late to line up the stage vendor. Fireworks could be added back into the BG Days weekend, as the fireworks vendor has an opening in their schedule.

The keys to a modified event seem to be:

- 1) Creative ideas that limit financial exposure on the contract side, possibly finding smaller scale avenues to pursue for stage set up, entertainment, etc.
- 2) Minimize risk from a social distancing perspective, by spreading out the event footprint.
- 3) Limiting the amount of volunteers needed to staff the event, by attempting to limit the need to “police” mask usage, limit the labor needed to sanitize areas/equipment/tables/restrooms.

Next Steps

Staff will continue to gather information, and work with the BG Days Committee and Park District to solidify ideas surrounding a modified BG Days event. The next report would include a look at proposed financial structure of that type of event.



Information Item : Proclamation Honoring Jewish War Veterans of the United States of America Day

Recommendation of Action

n/a

SUMMARY: A Proclamation honoring Jewish War Veterans of the United States of America Day.

ATTACHMENTS:

- JWV Proc (DOC)

Trustee Liaison
Sussman

Staff Contact
Evan C Michel, Office of the Village Manager

Monday, March 15, 2021

A PROCLAMATION HONORING JEWISH WAR VETERANS OF THE UNITED STATES
OF AMERICA

WHEREAS, the Jewish War Veterans of the United States of America (JWV) was established on March 15th, 1896 by Jewish Civil War Veterans and now enjoys membership ranging from World War II through all current conflicts and active-duty personnel; and

WHEREAS, the Jewish War Veterans is the oldest continuously active veterans' organization in the United States; and

WHEREAS, the Jewish War Veterans was chartered by Congress on August 21, 1984 under Public Law 98-391, as a patriotic, war-time veteran's organization; and

WHEREAS, Jewish War Veterans encourages the doctrine of universal liberty, equal rights and full justice to all races and genders; and

WHEREAS, the Jewish War Veterans are celebrating their 125th Anniversary, on March 15, 2021; and

WHEREAS, today, we honor those of the Jewish faith who have served in wars of the United States of America and humbly risked their lives to protect us all.

NOW, THEREFORE, I, Beverly Sussman, President of the Village of Buffalo Grove do hereby proclaim Monday, March 15, 2021, Jewish War Veterans of the United States of America Day in the State of Illinois to honor the Jewish War Veterans from Illinois.

Passed the 15th day of March, 2021

Beverly Sussman, Village President

Attachment: JWV Proc (Jewish War Veterans Proclamation)



Action Item : Proclamation Recognizing Earth Hour 2021

Recommendation of Action

N/A.

SUMMARY: A proclamation recognizing Earth Hour.

ATTACHMENTS:

- Earth Hour 2021 (DOC)
- Earth Hour

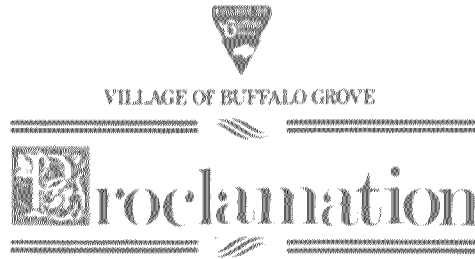
Trustee Liaison

Sussman

Staff Contact

Brett Robinson, Finance

Monday, March 15, 2021	
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Village of Buffalo Grove

PROCLAMATION RECOGNIZING EARTH HOUR 2021 MARCH 27, 2021, 8:30 – 9:30 PM

WHEREAS, Earth Hour 2021 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 2021 will be held on Saturday March 27th 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 27th, 2021, 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 15th day of March, 2021.

Beverly Sussman,
Village President



Action Item : Resolution Adopting the 2021 Zoning Map

Recommendation of Action

Staff recommends approval.

SUMMARY: Pursuant to State Statute, the Village of Buffalo Grove is required to publish its official zoning map by March 31, 2021. The map is unchanged from last year.

ATTACHMENTS:

- BOT memo (DOCX)
- Resolution (DOCX)
- Exhibit A 2021 Zoning Map (PDF)

Trustee Liaison

Johnson

Staff Contact

Nicole Woods, Community Development

Monday, March 15, 2021

VILLAGE OF BUFFALO GROVE



TO: Dane Bragg, Village Manager
FROM: Nicole Woods, Deputy Director of Community Development
DATE: March 15, 2021
SUBJECT: 2021 Village Zoning Map – Annual Update

Background

Pursuant to State Statute, the Village of Buffalo Grove is required to publish its official zoning map by March 31, 2021. The map is unchanged from last year.

Staff Recommendation

Staff recommends approval of the attached zoning map.

Attachment: BOT memo (Adoption of the 2021 Zoning Map)

RESOLUTION NO. 2021 – _____

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

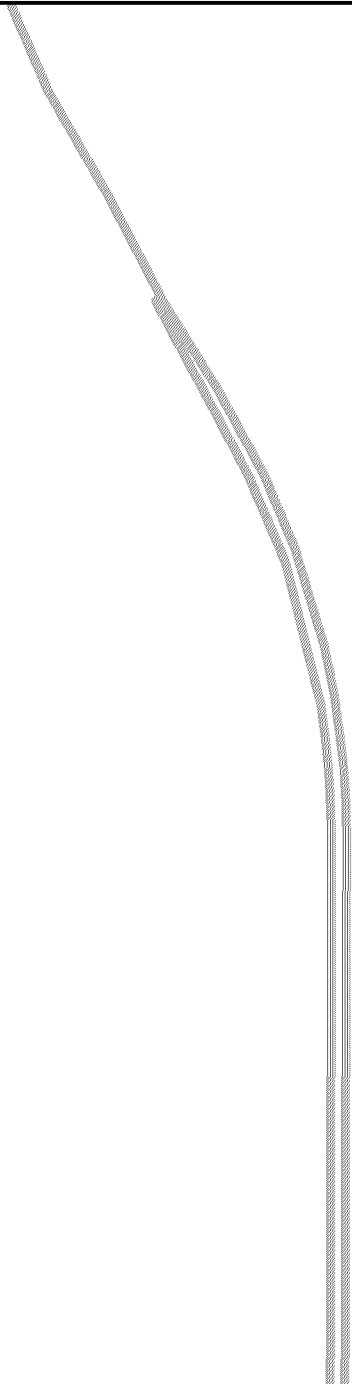
Beverly Sussman, Village President

Attachment: Resolution (Adoption of the 2021 Zoning Map)

EXHIBIT A
2021 Zoning Map



Vill





Action Item : Authorization to Execute Contract Extensions with Multiple Vendors

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village President and Board of Trustees authorize staff to execute the following contract extensions as listed below and further detailed in the attached memo.

The first contract option with Lauterbach and Amen for audit services at a not to exceed amount of \$32,890

The second year contract option with Consulting Engineering, Inc. for leak detection services on an as needed basis.

The fifth and final year contract option with Aramark uniform Services, Inc. for floor mat and shop towel rental and cleaning with a total not to exceed amount of \$11,520.

ATTACHMENTS:

- Contract Extensions Spring (DOCX)

Trustee Liaison
Stein

Staff Contact
Tom C. Wisniewski, Village Board

Monday, March 15, 2021

VILLAGE OF
BUFFALO GROVE



DATE: March 1, 2021

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

RE: Proposed Contract Extensions

Staff will bring the following recommendations for contract extensions before the Village Board as a single item on March 15th as has been done in the past.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the second year contract option with Consulting Engineering, Inc. for as needed leak detection services to cover the period from June 23, 2021 to June 23, 2022.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the fifth and final year contract option with Aramark uniform Services, Inc. for floor mat and shop towel rental and cleaning to cover the period up to March 14, 2022. Prices are expected to increase by no more than 3%, with a total not to exceed amount of \$11,520.

Staff recommends that the Village President and Board of Trustees authorize staff to execute the first contract option with Lauterbach and Amen for audit services to cover the period from October 16, 2021 to October 16, 2022. A price increase not to exceed 2% is expected and the base contract amount is set at a not to exceed amount of \$32,890.

The performance of each of the above listed contractors has been reviewed with the staff member responsible for managing each contract. Staff has reported back that in each of the above listed contractors has either met or exceeded the expectations of the contract.

Attachment: Contract Extensions Spring (Authorization to Execute Contract Extensions with Multiple Vendors)



Ordinance No. O-2021-9 : Village Hall Lobby Flooring Replacement

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board authorize the Village Manager to execute a contract with FH Paschen in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of \$29,400.20. The project will be funded through the capital improvement fund.

ATTACHMENTS:

- VH Lobby Flooring (DOCX)
- Revised Proposal Review Details - CSI (1) (PDF)
- FHP Joint Purchase Ordinance (DOCX)

Trustee Liaison

Pike

Staff Contact

Brett Robinson, Finance

Monday, March 15, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 11, 2021

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Administrative Services Director

SUBJECT: Village Hall Lobby Flooring Replacement.

Background

Staff is pursuing a replacement for the aging quarry stone flooring in the lobby at Village Hall, this floor has never been ideal due its naturally uneven surface. The rough and uneven surface has made the floor difficult to maintain and can cause difficulty traversing the surface for those persons with limited mobility. With the Village Hall currently closed now is a good time to tear out the old floor and replace it prior to Village Hall reopening.

After a review of the proposed work, Public Works staff proposed that the Building Maintenance Department was capable of acting as the General Contractor for this project and could perform certain aspects of the work. Public Works staff has proposed that by ordering material directly from the supplier and using the existing Waste Management Agreement the Village could achieve a minimum estimated savings of \$7,500.00. The remaining carpentry, tile and finish work shown on the attached proposal would be performed by FH Paschen.

FH Paschen has been awarded a JOC (Job Order Contract by both Sourcewell and Lake County). These contracts were bid with the intention of joint awards and are available for the Village to use in these exact circumstances.

A Job Order Contract is a competitively bid, fixed price, construction contract based on established unit prices via a price list with a multiplier (termed coefficient) applied to the unit prices. The unit prices are used to price construction tasks associated with the scope of work.

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with FH Paschen in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of \$29,400.20. The project will be funded through the capital improvement fund.

Proposal Review Details - CSI

Date:	3/1/2021
Work Order #:	088765.00
Title:	Village of Buffalo Grove - LVT flooring install
Contractor:	F.H. Paschen, S.N. Nielsen & Associates LLC
Contractor Number:	IL-NA-GC02-030619-FHP
Job Order Value:	\$29,400.20

Proposal Name:	Village of Buffalo Grove - LVT flooring install Rev01
Proposal Value:	\$29,400.20
Proposal Submitted:	3/1/2021 4:15 PM

CSI Number	Mod	UOM	Description	LineTotal
01 - General Requirements				
1	01 22 20 00-0006	HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,684.16
			Qty Unit Price Factor Total	
			Installation 16 X \$97.98 X 1.0743 \$1,684.16	
			Contractor Notes: Labor hours used to remove existing ceramic floor. 2 men x 1 day	
2	01 22 20 00-0006	0001 HR	For Foreman, Add	\$42.11
			Qty Unit Price Factor Total	
			Installation 8 X \$4.90 X 1.0743 \$42.11	
3	01 71 13 00-0002	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.	\$503.80
			Qty Unit Price Factor Total	
			Installation 2 X \$234.48 X 1.0743 \$503.80	
			Contractor Notes: Mobilization and demobilization equipment and tools.	
4	01 74 13 00-0003	CY	Collect Existing Debris And Load Into Truck Or DumpsterPer CY of debris removed.	\$563.58
			Qty Unit Price Factor Total	
			Installation 20 X \$26.23 X 1.0743 \$563.58	
			Contractor Notes: Collect debris and load into buggy carts.	
Subtotal for 01 - General Requirements:				\$2,793.65
03 - Concrete				
5	03 01 30 71-0003	SF	1/4" Interior Floor Self-leveling, Colored Cementitious Topping	\$807.98
			Qty Unit Price Factor Total	
			Installation 230 X \$3.27 X 1.0743 \$807.98	
			Contractor Notes: Furnish and install skim coat to level floor before LVT is installed.	

CSI Number	Mod	UOM	Description	LineTotal
03 - Concrete				
6	03 01 30 71-0003	SF	1/4" Interior Floor Self-leveling, Colored Cementitious Topping	\$4,426.33
			Qty Unit Price Factor Total	
			Installation 1260 X \$3.27 X 1.0743	\$4,426.33
			Contractor Notes: <i>Furnish and install skim coat to level floor before LVT is installed.</i>	
7	03 01 30 71-0012	CF	Patch Decks Or Floors, Rapid Set Polymer Concrete Methylmethacrylate	\$1,640.20
			Qty Unit Price Factor Total	
			Installation 12 X \$127.23 X 1.0743	\$1,640.20
			Contractor Notes: <i>Patch and repair existing subfloor as needed after demo, before skim coat application. Amount is for 20% of the floor area.</i>	
8	03 01 30 71-0012	CF	Patch Decks Or Floors, Rapid Set Polymer Concrete Methylmethacrylate	\$8,611.04
			Qty Unit Price Factor Total	
			Installation 63 X \$127.23 X 1.0743	\$8,611.04
			Contractor Notes: <i>Patch and repair existing subfloor as needed after demo, before skim coat application. Amount is for 20% of the floor area.</i>	
9	03 31 13 00-0084	CY	250' Haul, Non Motorized, Concrete Buggy	\$962.57
			Qty Unit Price Factor Total	
			Installation 20 X \$44.80 X 1.0743	\$962.57
			Contractor Notes: <i>Buggy utilized to haul floor, flooring materials, and equipment to and from the building.</i>	
10	03 31 13 00-0084	CY	250' Haul, Non Motorized, Concrete Buggy	\$962.57
			Qty Unit Price Factor Total	
			Installation 20 X \$44.80 X 1.0743	\$962.57
			Contractor Notes: <i>Buggy utilized to haul floor, flooring materials, and equipment to and from the building.</i>	
Subtotal for 03 - Concrete:				\$17,410.69
09 - Finishes				
11	09 30 16 00-0001	SF	Unglazed Quarry Floor TileWith or without embedded abrasive grit.	\$2,680.16
			Qty Unit Price Factor Total	
			Installation 0 X \$10.58 X 1.0743	\$0.00
			Demolition 1260 X 1.98 X 1.0743	\$2,680.16
			Contractor Notes: <i>Labor to remove existing ceramic floor.</i>	
12	09 32 00 00-0001	SF	3/4" Minimum Thickness Portland Cement Mortar Setting BedFor residential floors. Includes 15# felt and wire reinforcement.	\$1,486.62
			Qty Unit Price Factor Total	
			Installation 0 X \$3.87 X 1.0743	\$0.00
			Demolition 740 X 1.87 X 1.0743	\$1,486.62
			Contractor Notes: <i>Removal of existing mortar setting bed / thin set prior to installation of floor prep. Work only in ceramic floor areas. Quantity has been modified / reduced to honor the original proposal value.</i>	

Attachment: Revised Proposal Review Details - CSI (1) (O-2021-9 : Village Hall Lobby Flooring)

CSI Number	Mod	UOM	Description	LineTotal
09 - Finishes				
13	09 65 13 13-0007	LF	4" High, 1/8" Thick, Type TP Thermoplastic Rubber Wall Base, All Colors	\$598.17
			Qty Unit Price Factor Total	
			Installation 120 X \$3.41 X 1.0743	\$439.60
			Demolition 120 X 1.23 X 1.0743	\$158.57
			Contractor Notes: <i>Furnish and install new rubber base in upper level lobby. Includes removal of existing</i>	
14	09 65 13 13-0007	LF	4" High, 1/8" Thick, Type TP Thermoplastic Rubber Wall Base, All Colors	\$1,595.12
			Qty Unit Price Factor Total	
			Installation 320 X \$3.41 X 1.0743	\$1,172.28
			Demolition 320 X 1.23 X 1.0743	\$422.84
			Contractor Notes: <i>Furnish and install new rubber base in upper level lobby. Includes removal of existing</i>	
15	09 65 13 13-0007	0436 LF	For >240 To 960, Deduct	(\$75.63)
			Qty Unit Price Factor Total	
			Installation 320 X (\$0.22) X 1.0743	(\$75.63)
16	09 65 13 33-0005	SF	Removal Of Glue From Concrete FloorFor removal of glue from VCT or carpet placement. Not to be used in conjunction with demolition tasks associated with floor tile installation.	\$303.92
			Qty Unit Price Factor Total	
			Installation 230 X \$1.23 X 1.0743	\$303.92
			Contractor Notes: <i>Removal of existing glue adhesive prior to installation of floor prep.</i>	
17	09 65 13 33-0005	SF	Removal Of Glue From Concrete FloorFor removal of glue from VCT or carpet placement. Not to be used in conjunction with demolition tasks associated with floor tile installation.	\$174.42
			Qty Unit Price Factor Total	
			Installation 132 X \$1.23 X 1.0743	\$174.42
			Contractor Notes: <i>Removal of existing glue adhesive prior to installation of floor prep. Work only in carpet areas for quantities provided.</i>	
18	09 65 23 00-0004	SF	0.16" Overall Thickness, 0.020" Wear Layer, Vinyl Plank Flooring (Armstrong® Luxe Plank™)	\$375.58
	Exclude Material		Qty Unit Price Factor Total	
			Installation 230 X \$1.52 X 1.0743	\$375.58
			Contractor Notes: <i>Labor only to install new LVT flooring in lower level lobby. Material furnished by owner.</i>	
19	09 65 23 00-0004	SF	0.16" Overall Thickness, 0.020" Wear Layer, Vinyl Plank Flooring (Armstrong® Luxe Plank™)	\$2,057.50
	Exclude Material		Qty Unit Price Factor Total	
			Installation 1260 X \$1.52 X 1.0743	\$2,057.50
			Contractor Notes: <i>Labor only to install new LVT flooring in upper level lobby. Material furnished by owner.</i>	

CSI Number	Mod	UOM	Description	LineTotal
Subtotal for 09 - Finishes:				\$9,195.86
Grand Total:				\$29,400.20

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00 %

Attachment: Revised Proposal Review Details - CSI (1) (O-2021-9 : Village Hall Lobby Flooring)

ORDINANCE 2021-____

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH FH PASCHEN

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

WHEREAS, the Village of Buffalo Grove seeks to replace the Village Hall lobby flooring; 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 execute an agreement with F.H. Paschen, S.N. Nielsen & Associates LLC., through the Sourcewell Purchasing Cooperative, at a price not to exceed \$29,400.20 for replacement flooring, 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: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: FHP Joint Purchase Ordinance (O-2021-9 : Village Hall Lobby Flooring)



**Ordinance No. O-2021-10 : Amendment to Agreement with
Paramedic Billing Services**

Recommendation of Action

Staff recommends approval

SUMMARY: Staff recommends authorizing the Village Manager to execute the Amendment to the agreement with Paramedic Billing Services. The Amendment modifies the term of the agreement to three years with two possible two year extensions and reduces the fee charged by Paramedic Billing Services to 3.5% down from 5%.

ATTACHMENTS:

- Amendment 2 Memo (DOCX)
- PBS Buffalo Grove amendment 2-19-21 (PDF)
- AFB Ordinance 2021 (DOCX)

Trustee Liaison
Smith

Staff Contact
Brett Robinson, Finance

Monday, March 15, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 11, 2021

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Administrative Services Director
Tyler Grace, Fire Management Analyst

SUBJECT: Ambulance and Paramedic Billing Services

Background

Due to the recent implementation of State of Illinois Department of Healthcare and Family Services' Ground Emergency Medical Transport Program ("GEMT") the Village has the opportunity to renegotiate the current Paramedic Billing Services Agreement.

GEMT is a newly approved supplemental funding program that allows Illinois fire agencies that perform emergency medical transports for Medicaid patients to submit for additional reimbursement for unrecovered costs associated with those transports. Currently, the State reimburses municipalities a set amount for Medicaid transports, regardless of the actual cost of providing those services. Through this program the federal government will pay to the State the difference between the set amount and the actual costs incurred for the Medicaid transports. Once the State receives the funds from the federal government, it will reimburse the Village approximately fifty percent (50%) of the funds received.

This new program will allow the Village to recover additional monies and as a result we are able to negotiate a reduction in the fees charged by our billing service. The original agreement allowed the billing service to collect 5% of all funds collected, the proposed amendment reduces this amount to 3.5% for as long as the Village participates in GEMT program. If for some reason the program is canceled the service provider has agreed to a rate of 4.5% which is still better than provided for in the existing agreement. As shown in the revenue estimate summary found in the table below, the proposed amendment would lead to an estimated savings in commission fees of \$14,447.01 annually.

	Current Agreement	Proposed Amendment
GEMT Revenue Paid Directly to Village	\$69,441.87	-
Gross Revenue Processed through PBS	\$1,125,164.93	\$1,194,606.80
Commission Paid to PBS	\$56,258.25	\$41,811.24
Net Revenue	\$1,138,348.55	\$1,152,795.56
	Estimated Savings	\$14,447.01

Recommendation

Staff recommends authorizing the Village Manager to execute the Amendment to the agreement with Paramedic Billing Services. The Amendment modifies the term of the agreement to three years with two possible two year extensions and reduces the fee charged by Paramedic Billing Services to 3.5% down from 5%.

SECOND AMENDMENT TO BILLING AGREEMENT FOR VILLAGE OF BUFFALO GROVE

This Second Amendment to the Billing Agreement, dated February 15, 2021, is entered into on the date of the full execution of this Second Amendment indicated below by and between PARAMEDIC BILLING SERVICES, INC., an Illinois Corporation ("PBS") and the VILLAGE OF BUFFALO GROVE ("Village or Client"); each a "Party" and collectively "Parties":

WITNESSETH:

WHEREAS, PBS and Village are parties to a Billing Agreement dated October 1, 2016 ("Agreement"), and First Amendment dated July 15, 2019, whereby PBS agreed to furnish billing services to Village for fire and ambulance billing services ("Services") as fully set forth in the Agreement and First Amendment;

WHEREAS, the Parties wish to amend the Agreement to reflect changes to the consideration due to Contractor due to Village's enrollment into the State of Illinois' Ground Emergency Medical Transport program;

NOW, THEREFORE, in accordance with Section 20 of the Agreement, for and in consideration of the mutual covenants herein contained, the Parties hereby amend the following references and item numbers reflected in the Agreement:

1. Section 10. Fees shall be struck in its entirety and replaced and replaced with the following:

Client shall pay PBS a fee of 3.5% for all payments collected based on the payments received in the preceding month, whether payment is made to PBS or sent directly by the payer to Client. When PBS sends claims to a third-party collection agency, Client shall pay the collection agency fee in addition to the fee due to PBS per this section. Client agrees to provide PBS with notice and documentation of any payments directly received by it within ten (10) calendar days of receipt of said payment. PBS shall issue invoices on or before the 15th (fifteenth) day of each month for the preceding month; if the 15th falls on a weekend or holiday, invoices shall be issued the next business day. Client agrees to pay each invoice within forty-five (45) calendar days.

The Parties agree that the Commission fee has been renegotiated due to the Village's participation in the State of Illinois Department of Healthcare and Family Services' ("HFS") Ground Emergency Medical Transport Program ("GEMT"). If the GEMT program ceases to exist or if the Village modifies its billing rates resulting in the cumulative effect of the total average combined billing for all third parties to be below those collected in previous years, as reflected in historical collections, the Contractor may within thirty days of Village's notice of the amended ordinance or cessation of the GEMT program, provide the Village with applicable documentation setting forth why its compensation may not be achieved and if the Village and Contractor agree, a commission of four and a half percent

(4.5%) will be charged by Contractor. Upon the Village's request and as part of the consideration of this Agreement, Contractor shall provide consulting services to the Village to assist with evaluating the Village's ambulance billing needs.

2. Section 12. Term shall be struck in its entirety and replaced and replaced with the following:

The Agreement shall commence as of the date of the execution of the Second Amendment by the Client and shall continue for a three (3) year period (hereinafter referred to as the "Initial Term") unless sooner terminated pursuant to this Agreement. This agreement may be renewed for two (2) two (2) year extensions upon notification by the Client.

All provisions of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF: the Parties have executed this First Amendment to the Agreement this _____ day of _____ 2021.

VILLAGE OF BUFFALO GROVE

(Signature)

PRINT NAME: _____

Date _____

TITLE: _____

PARAMEDIC BILLING SERVICES, INC.

(Signature)

PRINT NAME: Thomas Deegan

Date February 15, 2021

TITLE: Client Liaison

ORDINANCE 2021- _____**AN ORDINANCE AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT FOR PARAMEDIC BILLING SERVICES**

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

WHEREAS, the Village previously performed a competitive procurement process; and

WHEREAS, the Village selected Paramedic Billing Services, Inc., as the solution provider that best fit the Village's needs; and

WHEREAS, the Village seeks to renegotiate the agreement in an effort to reduce fees.

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 Amendment to the Agreement with Paramedic Billing Services Inc., pending review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk



**Ordinance No. O-2021-11 : Ordinance Authorizing the Disposal of
Surplus Village Personal Property**

Recommendation of Action

Staff recommends approval.

SUMMARY: The attached list of Village owned property was disposed of during FY 2019. The assets were either used for trade-in or outright disposed of. All capital assets will be removed from the Village's balance sheet.

ATTACHMENTS:

- Ord Authorizing the Disposal of Surplus 3.15.2021 (DOCX)
- 2019 Disposals-Declaration of Surplus (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Tom C. Wisniewski, Village Board

Monday, March 15, 2021

ORDINANCE 2021-____

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS
VILLAGE PERSONAL PROPERTY**

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

WHEREAS, the personal property is part of the Village's Fixed Asset Inventory Control System and procedurally must be deleted through Ordinance adopted by the Corporate Authorities; and

WHEREAS, the property described will be disposed of through trade-in, sale or outright disposal, whatever appropriate.

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. Pursuant to our Home Rule powers, the President and Board of Trustees of the Village of Buffalo Grove find that the listed items of personal property now owned by the Village of Buffalo Grove are no longer necessary or useful to the Village of Buffalo Grove and the best interests of the Village will be served by disposal.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval. This ordinance shall not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Village of Buffalo Grove 2019 Fixed Asset Disposals

Asset	Number	Serial Number	Date Acquired	Depreciation Year	Cost Basis
Police					
2011 Ford Crown Victoria	718 OOS18	2FABP7BV8BX146942	1/18/2011	2011	\$ 21,691.00
Streets/Forestry					
International 2654 W/Aerial Bucket	431 OOS19	1HTGMN2NXNH431191	4/1/1992	1992	\$ 123,886.25
Mobark Chipper	C002 OOS19	TO4039T495927	9/1/1995	1996	\$ 20,974.00
International Plow - 2000 5-ton Dump Truck	439	1HTGMAAR3YH280759	3/29/2000	2000	\$ 92,538.72
CHEVROLET C2500 (2000)	403	1GCGK24FXYF436396	2000	2000	\$ -
Water Operations					
Bobcat Compact Excavator	TH1	AAC212005	12/31/2009	2009	\$ 39,811.00
Sewer Operations					
Ford Ranger - 2009	458 OOS19	1FTYR15E29PA44234	12/31/2009	2009	\$ 20,952.39
Fire					
Havis Hubs (3)			2016		\$ 60.00
Computer Docks (4)			2016		\$ 456.00
Sierra GX440 Modems (7)			2016		\$ 140.00



Resolution No. R-2021-9 : Approve a Resolution Authorizing the Village Manager to Execute a Lease Amendment for the Buffalo Grove Golf Course Restaurant

Recommendation of Action

Staff recommends approval, subject to the review and approval of the Village Attorney

As a result of the COVID-19 Pandemic, the Wild Buffalo has operated in limited capacity over the past 12-months and has been closed since November 2020. In consideration of the challenges facing the operations, both staff and the Tenant are requesting an amendment to the current lease. Further details are outlined in the attached memorandum.

ATTACHMENTS:

- BOT Memo 3.15.21 (DOCX)
- Resolution (DOCX)
- Amendment 3.11.21 (DOCX)
- BRI - Wild Buffalo Lease (PDF)

Trustee Liaison

Stein

Staff Contact

Chris Stilling, Community Development

Monday, March 15, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 11, 2021

TO: President Beverly Sussman and Trustees

FROM: Christopher Stilling, Director of Community Development

SUBJECT: Lease Amendment with BRI Incorporated at the Buffalo Grove Golf Course

Background

On December 5, 2016, the Village entered into a five year lease with BRI Incorporated ("Tenant") to occupy a restaurant at the Buffalo Grove Golf Course. The current lease has a term through December 31, 2021. Included in the lease are three automatic extensions of five years each.

As a result of the COVID-19 Pandemic, the Tenant has operated in limited capacity over the past 12-months and has been closed since November 2020. In consideration of the challenges facing the operations, both staff and the Tenant are requesting an amendment to the current lease. Further details are outlined below.

Proposed Lease Amendment

The proposed amendment would address certain portions of the existing lease. The following is a summary of the changes:

Tenant Obligations:

- Pay all outstanding utilities as well as all future utilities. All utility payments shall be paid in full no later than April 1, 2021. **The Tenant has recently paid all outstanding utilities.**
- Prior to the Village's execution of the amendment, tenant shall pay all outstanding Food & Beverage taxes. **The Tenant has recently paid all outstanding taxes.**
- In the event of default by tenant, the tenant shall provide the Village all fixtures, furnishings and equipment within the facility at no cost to the Village including but not limited to; POS system, tables and chairs, silverware, plates and serving dishes, kitchen equipment, bar equipment, etc., subject to inspection by the Village and receipt of a lien waiver executed by the tenant.
- Tenant agrees to an amendment reducing the Village's early termination penalty to \$200,000. Currently, the Village's early termination penalty is \$500,000.

- Tenant agrees to additional language to Section 23 of the Lease allowing for the Village to consider ceasing golf operations, “in its sole discretion”. If the Village were to cease golf operations, the Village would still be required to pay its early termination penalty of \$200,000.

Village Obligations

- The Village will agree to a retroactive reduction of the remaining outstanding rent payments owed for 2020 in an amount not to exceed \$42,904.
- The Village will revise the rent schedule as follows
 - Rent for January, February and March 2021- \$1000 per month
 - Regular rent payments of \$4500 per month shall resume April 2021 or once the business resumes full operations, whichever comes sooner but not later than May 1, 2021.
- Village shall reduce tenant’s personal guarantee to \$65,000. Upon execution of the first 5-year extension, the tenant’s personal guarantee shall reduce 20% per year while the business is operating. The tenant’s early termination penalty shall match his personal guarantee.

The tenant has indicated that they plan to reopen in early April.

Staff Recommendation

Staff recommends that the Village Board approve the attached Resolution authorizing the Village Manager to execute a lease amendment with BRI Incorporated, subject to the final approval by the Village Attorney.

Resolution No. 2021 -__

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A
LEASE AMENDMENT WITH BRI INCORPORATED AT THE BUFFALO GROVE
GOLF CLUBHOUSE**

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

WHEREAS, the residents of the Village of Buffalo Grove and patrons of the Buffalo Grove Golf find it advantageous to have a restaurant on the Clubhouse premises ; and,

WHEREAS, on December 5, 2016, the Village Board authorized the Village Manager to finalize and execute a lease agreement ("Lease") with BRI Incorporated ("Restaurant Operator"); and,

WHEREAS, the Village and the Restaurant Operator are requesting an amendment to the Lease; and,

WHEREAS, the Village Board has determined that it is in the best interests of the Village to authorize the Village Manager to finalize and execute a lease amendment with the Restaurant Operator.

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

SECTION 1. The foregoing recitals are hereby incorporated and made a part of this Resolution.

SECTION 2. The Village Manager is hereby authorized and directed to execute the attached lease amendment pending final review and approval by the Village Attorney.

SECTION 3. This Resolution shall be in full force and effect from and after its passage and approval.

YES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Village President

ATTEST:

Village Clerk

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is made and entered into as of this ____ day of _____, 2021 ("Effective Date"), by and between **VILLAGE OF BUFFALO GROVE, ILLINOIS**, an Illinois municipal corporation ("Landlord") and **BRI INCORPORATED**, an Illinois corporation ("Tenant") as consented to and approved by **SALVATORE CARDONE** ("Guarantor"). (Landlord and Tenant shall each sometimes hereinafter be individually referred to as "Party" or, collectively, "Parties")

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Restaurant Lease dated December 5, 2016 ("Lease"), wherein Landlord leased to Tenant and Tenant leased from Landlord the Premises, as defined therein;

WHEREAS, Tenant has requested from Landlord: (i) a forbearance from collecting certain past due Base Rent payments; (ii) a partial abatement of certain Base Rent payments; (iii) a reduction in the cap of Tenant's personal Guarantor's obligations under the Guaranty of the Lease; and (iv) a reduction in the amount of Tenant's utility payment obligations under the Lease (collectively "Certain Tenant Modifications"); and Landlord has agreed to amend the Lease to provide for the Certain Tenant Modifications provided Tenant pays certain utility obligations, pays past due Food and Beverage Taxes and the agrees to the reduction of Landlord's early termination fee and for other amendments and modifications of the Lease, all under the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Landlord hereby agree as follows:

1. **Definitions: Conflicts.** All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Lease. Wherever the terms and conditions of this First Amendment conflict with the terms and conditions of the Lease, the terms and conditions of this First Amendment shall control and govern. In all other respects, the terms and conditions of the Lease are hereby restated as if set forth fully herein.

2. **Payment of all Outstanding Past Due Utility Obligations.**

(a) Pursuant to Paragraph 5 of the Lease, Tenant shall pay 60% of all utilities for the clubhouse ("Utility Obligations") plus any cable, satellite or other television service utility bill as Additional Rent. As of the Effective Date, Landlord and Tenant understand, acknowledge and agree that Tenant currently owes past due amounts for Utility Obligations. On or before April 1, 2021, Tenant agrees to and shall pay any and all owes past due amounts for Utility Obligations. On or before April 5, 2021, Tenant shall deliver to Landlord detailed proof of the payment of all past due amounts for Utility Obligations. Tenant shall continue to pay its monthly Additional

Rent Utility Obligation as they come due pursuant to Paragraph 5 of the Lease, as amended by this First Amendment.

(b) Subject to Paragraph 2(a) above and provided Tenant shall not be in default under the Lease beyond any applicable notice and cure periods as set forth therein, as of January 1, 2021, Landlord and Tenant understand, acknowledge and agree that Tenant's Utility Obligations shall be reduced to 50% of all utilities for the Clubhouse.

3. Payment of all Outstanding Village of Buffalo Grove Food and Beverage Taxes.

As of the Effective Date, the Village of Buffalo Grove, Illinois imposes a food and beverage tax, as set forth in Chapter 3.48 of the Buffalo Grove, Illinois Municipal Code ("Food and Beverage Taxes"), on food, soft drinks and alcoholic beverages purchased at a restaurant for consumption on the restaurant premises. As of the Effective Date, Landlord and Tenant understand, acknowledge and agree that Tenant currently owes past due amounts for Food and Beverage Taxes. On or before the Effective Date, Tenant agrees to and shall pay any and all past due amounts for Food and Beverage Taxes. As a pre-condition to Landlord's agreement to execute and deliver this First Amendment, on or before the landlord's execution hereof, Tenant shall deliver to Landlord detailed proof of the payment of all past due amounts for Food and Beverage Taxes. Tenant shall continue to pay any and all Food and Beverage Taxes incurred in the operation of the restaurant business pursuant to the Lease as such Food and Beverage Taxes come due.

4. Past Due Base Rent.

(a) Landlord and Tenant understand, acknowledge and agree that as of December 31, 2020, Tenant owes Landlord past due Base Rent and additional charges pursuant to the Lease in the amount of Forty Two Thousand Nine Hundred Four and 00/100 Dollars (\$42,904.00) ("2020 Past Due Base Rent"). Landlord has agreed to a retroactive reduction in the Base Rent that was due for the months of January 2021 and February 2021 to One Thousand and 00/100 Dollars (\$1,000.00) per month, and a reduction in Base Rent for March, 2021 to One Thousand and 00/100 Dollars (\$1,000.00), for a total reduced Base Rent for January, 2021, thru and including March, 2021 of Three Thousand and 00/100 Dollars (\$3,000.00) ("Certain Reduced 2021 Base Rent Amounts"). On or before May 1, 2021, Tenant agrees to and shall pay Landlord Three Thousand and 00/100 Dollars (3,000.00) of the Certain Reduced 2021 Base Rent Amounts for January, 2021, February, 2021 and March, 2021 Base Rent. Full Base Rent in the amount of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) per month shall recommence to be due and payable by Tenant as of the earlier of the following to occur: (i) April 1, 2021; or (ii) the resumption of full restaurant and bar operation to the general public for in house dining and drinking, but in no event shall the recommencement of full Base Rent occur later than May 1, 2021, and each month thereafter, throughout the remainder of the Term, subject to escalation as provided for in the Lease.

(b) Subject to Tenant's satisfaction of the terms and conditions of this First Amendment, and provided Tenant shall not be in default under the Lease, as amended hereby, beyond any applicable notice and cure periods as set forth therein, including, but not limited to this First Amendment and including, but not limited to the timely and full payment of the Utility Obligations, Food and Beverage Taxes and Certain Reduced 2021 Base Rent Amounts, Landlord agrees to and shall release Tenant and Guarantor from payment of an amount not to exceed the 2020 Past Due Base Rent, provided, however, except as otherwise provided for herein, nothing contained herein shall be deemed to constitute a release or waiver of any other Base Rent, Additional Rent or any further Tenant's obligations under the Lease.

5. **Reduction of Landlord's Early Termination Fee.** Landlord and Tenant acknowledge, understand and agree that effective on the Effective Date, the second sentence of paragraph 3 of Section 3 of the Lease entitled "Term" shall be amended by deleting the amount of "Five Hundred Thousand and 00/100 (\$500,000.00)" as Landlord's Early Termination fee and shall be replaced with "Two Hundred Thousand and 00/100 (\$200,000.00)", as Landlord's new Early Termination fee.

6. **Amendment of the Use Requirements of Village.** Landlord and Tenant acknowledge, understand and agree that effective on the Effective Date, Section 23 of the Lease shall be amended by adding the following two (2) sentences to the end of Section 23:

"Notwithstanding anything contained herein to the contrary, Landlord shall have the right to, and may, upon ninety (90) days prior written notice to Tenant, cease all business operations of the Golf Course, cease all golf playing on the Golf Course and shut the Golf Course down to the general public (collectively "Cease Golf Course Operations"), in Landlord's sole and exclusive judgment and discretion. In the event Landlord elects to Cease Golf Course Operations, the Lease shall be deemed to be terminated as an Early Termination by Landlord pursuant to Section 3 of the Lease, and, in such event, Landlord's sole and only obligation to Tenant shall be the payment of the new Early Termination fee of Two Hundred Thousand and 00/100 (\$200,000.00), the Lease shall thereafter be null and void and of no further force or effect, and the Parties shall have no further obligations to each other except as may be specifically set forth in the Lease and the receipt by Tenant of the new Early Termination fee of Two Hundred Thousand and 00/100 (\$200,000.00) from Landlord shall be Tenant's sole remedy, in lieu of any other remedy at law or in equity, Tenant hereby waiving and releasing any and all rights to damages against Landlord. In the event Landlord elects to Cease Golf Course Operations, Tenant and Tenant's affiliates, employees, officers, directors, agents, representatives or attorneys hereby waive and release any and all defenses, claims, and set-offs and any other claim or demand against Landlord and/or its employees, officers, directors, agents, representatives or attorneys of any type or nature whatsoever related in any way to or arising out of the Landlord's election to Cease Golf Course Operations and terminate the Lease, whether known or unknown, asserted or unasserted, from the beginning of time through the date of termination created by the Ceasing of Golf Course Operations by Landlord. Tenant and Tenant's employees, officers, directors, agents, representatives or attorneys understand that as a result of this release, Tenant and Tenant's employees, officers, directors, agents, representatives or attorneys will not be able to sue or make any claims for anything they believe Landlord or its employees, officers, directors, agents, representatives or attorneys did wrong or for any default

or event of default by Landlord prior to the date of Landlord's election to Cease Golf Course Operations and terminate the Lease."

7. Reduction of Guarantor's Liability under the Guaranty.

(a) Provided Tenant shall not be in default under the Lease beyond any applicable notice and cure periods as set forth therein, for good and valuable consideration, including but not limited to the Parties execution of this First Amendment and agreement to the terms, covenants and conditions contained herein, Landlord hereby agrees that Guarantor's obligations under the Guaranty shall be reduced. The reduction shall be evidenced by adding the following paragraph to the end of the Guaranty as Section 16 of the Guaranty:

"Notwithstanding anything contained herein to the contrary, and provided Tenant is not in default under the Lease, Landlord agrees that from and after the Effective Date as set forth in the First Amendment to the Lease, the maximum liability of Guarantor hereunder shall be Sixty Five Thousand and 00/100 Dollars (\$65,000.00) plus any and all reasonable costs and fees, including, but not limited to reasonable attorney's fees and court costs, incurred by Landlord in the enforcement of this Guaranty ("Guarantor's Liability Cap"). Provided Tenant is not then in Default under the Lease, upon the commencement of the first five (5) year Extension Term (January 1, 2022) pursuant to Section 3 of the Lease, and upon the commencement of each successive Lease Year thereafter, Guarantor's Liability Cap shall be reduced by Twenty percent (20%) for each Lease Year, provided the full restaurant and bar operation is open to the general public for in house dining and drinking during the applicable Lease Year. Provided Tenant shall not be in default under the Lease beyond any applicable notice and cure periods as set forth therein, upon the expiration of the fifth (5th) Lease Year of the first Extension Term, the liability of Guarantor under this Guaranty shall be cancelled and terminated."

(b) Landlord and Tenant acknowledge, understand and agree that effective on the Effective Date, the third sentence of paragraph 3 of Section 3 of the Lease entitled "Term" shall be amended by deleting the amount of "One Hundred Sixty Five Thousand and 00/100 (\$165,000.00)" as Tenant's Early Termination fee and shall be replaced with the following "the amount set forth as Guarantor's Liability Cap, as detailed in Paragraph 7 of this First Amendment.", as Tenant's new Early Termination fee.

8. Default.

(a) In the event Tenant fails to pay the past due Tenant's Utility Obligations, past due Food and Beverage Taxes and all or any portion of Certain Reduced 2021 Base Rent Amounts, all as set forth hereinabove, the current Base Rent or any amounts due for Additional Rent, late charges, interest and any other sum coming due to or advanced by Landlord in performance of its obligations all pursuant to the Lease, and this First Amendment all when same shall become due and payable, and such failure continues for ten (10) days after written notice from Landlord, or any other default of Tenant occurs under the Lease, in addition to any and all remedies as set forth in the Lease or under applicable law, Section 2(b), 4(b) of this First Amendment shall be automatically rescinded, cancelled, terminated, null and void and of no

further force or effect and all unpaid Base Rent due by Tenant shall be immediately accelerated and immediately due and owing, without further action or notice required of the Parties.

(b) The fourth (4th) paragraph of Section 3 of the Lease is amended to provide that in the event of a Tenant default under the Lease which remains uncured beyond any applicable notice and cure period, if any, Tenant shall forfeit to Landlord any and all furniture, fixtures and equipment used in the operation of the Tenant's restaurant business, including, but not limited to Tenant's point of sale system, tables chairs, silverware, plates, serving dishes, all kitchen equipment, all bar equipment and any and all other furniture, fixtures and equipment owned by Tenant ("FF&E") and used in the restaurant operation free and clear of any and all mortgages, trust deeds, security interests, encumbrances and liens of record affecting the FF&E.

9. **Binding Effect.** This First Amendment shall be binding upon and inure to the benefit of the Landlord and Tenant and their respective successors and assigns.

10. **Facsimile, Electronic and Counterpart Signatures.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be one in the same instrument. For purposes of executing this First Amendment, any signed copy of this First Amendment may be transmitted by facsimile machine or electronic mail and the signature of any party hereon shall, for purposes of execution hereof, be considered an original signature. Any facsimile or email of this First Amendment shall, at the request of either Party, be re-executed by the other Party in an original form, and neither Party shall raise the use of a facsimile machine or electronic mail or the fact that any signature was transmitted thereby, as a defense to the effectiveness of this First Amendment.

11. **Estoppel.** Tenant hereby represents, warrants and agrees that: (i) there exists no breach, default or event of default by Landlord under the Lease, or any event or condition which, with the giving of notice or passage of time or both, would constitute a breach, default or event of default by Landlord under the Lease; (ii) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant; and (iii) Tenant has no current offset or defense to its performance or obligations under the Lease. Tenant hereby waives and releases all demands, charges, claims, accounts or causes of action of any nature against Landlord or Landlord's employees or agents, including without limitation, both known and unknown demands, charges, claims, accounts, and causes of action that have previously arisen out of or in connection with the Lease.

12. **Ratification.** In all other respects, the Lease, as amended, is hereby ratified and affirmed and shall remain in full force and effect.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the date and year first above written.

LANDLORD:

VILLAGE OF BUFFALO GROVE,
ILLINOIS, an Illinois municipal corporation

By: _____

Name: _____

Its: _____

Date of Execution: _____

TENANT:

BRI INCORPORATED, an Illinois
corporation

By: _____

Name: _____

Its: _____

Date of Execution: _____

I, **SALVATORE CARDONE** ("Guarantor"), as Guarantor of the Lease, hereby consent to and approve of the foregoing execution of the First Amendment, and acknowledge and agree that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including, but not limited to the agreement of Landlord to enter into the First Amendment, I shall be bound by this instrument and the Lease, as Guarantor, which shall apply to Guarantor with the same force and effect as they apply to Tenant, and hereby agree that the Guaranty I executed, of even date with the Lease, is hereby ratified and affirmed and shall be and remain in full force and effect.

GUARANTOR:

Name: **SALVATORE CARDONE**

Date of Execution: _____

Attachment: Amendment 3.11.21 (R-2021-9 : Authorization to Execute a Lease Amendment for the Buffalo Grove Golf Course)

12/5/2016

RESTAURANT LEASE

This Lease ("**Lease**") is made between the Village of Buffalo Grove, Illinois, an Illinois Municipal Corporation ("**Village**") and BRI Incorporated, an Illinois corporation, ("**Tenant**") as of this 5th day of December, 2016 (the "**Effective Date**"). The Village and Tenant are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Village owns the Buffalo Grove Golf Club located at 48 Raupp Boulevard in Buffalo Grove, Illinois ("**Subject Property**") and includes the restaurant facilities, which is comprised of the cross hatched area depicted on Exhibit A labeled "leased area" ("**Premises**"); and

WHEREAS, the Premises is located on the Village owned Buffalo Grove Golf Course ("**Golf Course**") and the Golf Course is included as part of the Subject Property; and

WHEREAS, the Village has the authority and has taken, all appropriate action to lease the Premises; and,

WHEREAS, Tenant desires to lease the Premises from Village on the terms and conditions set forth herein, and Village desires to lease the Premises to Tenant on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Village and Tenant agree as follows:

1. Incorporation of Recitals.

The foregoing recitals to this Lease are hereby incorporated into and made a part of this Lease.

2. Lease, Subject Property and Tenant Access.

The Village does hereby lease to Tenant and Tenant hereby leases from the Village the Premises subject to the terms and conditions of this Lease. Those portions of the Subject Property which are available for the common use of Landlord, Tenant, guests or occupants of the Subject Property, are sometimes collectively called the "Common Areas." Village grants to Tenant and Tenant's employees, agents, customers, and invitees the nonexclusive right to use, the Common Areas located within the Subject Property for their intended purposes. Landlord shall be responsible for the operation, management, and maintenance of the Common Areas in a clean and first class manner; provided, however, that Tenant shall be responsible for keeping in a clean manner the dumpsters, the area for trash collection and the grease traps. Landlord shall not construct any building or structure that may impair visibility of the Premises from

Church Rd; provided, however, that Village shall retain the discretion to install any sign for the Golf Course and plant any landscaping. Notwithstanding anything to the contrary, Village shall cooperate with Tenant to trim and prune any trees or landscaping which may impact the visibility to the Premises. Landlord agrees to use its good faith and diligent efforts to minimize interruption of Tenant's business in the performance of any Landlord work in the Common Areas.

3. Term.

The term of this Lease shall be five (5) years ("**Original Term**") commencing on January 1, 2017 and shall terminate at 11:59 P.M. on December 31, 2021 ("**Term Expiration Date**"); the date that Tenant shall begin to pay rent (the "**Rental Commencement Date**") shall be the earlier of the date Tenant opens for business or one month after the Date of Substantial Completion (defined below in **Section 12**).

This Lease shall be automatically extended for three (3) five (5) year periods (each an "**Extension Term**") upon the same terms and conditions as set forth herein, for the exception that Base Rent shall be increased as set forth herein. "**Price Index**" shall mean the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States, or such successor organization. "**Base Price Index**" shall mean the Price Index for the December immediately preceding the beginning of the expiring term; For the sake of clarification, the Base Price Index for the first Extension Term shall be December of 2016. "**Current Price Index**" shall mean the Price Index for the December immediately preceding the beginning of the Extension Term; For the sake of clarification the Base Price Index for the first Extension Term shall be December of 2021. "**CPI Factor**" shall equal the greater of (A) 1.00 and (B) the Current Price Index divided by the Base Price Index; provided that in no event shall the CPI Factor be greater than 1.05. The Base Rent for every Extension Term shall be equal to the Base Rent for the preceding term multiplied by the CPI Factor.

Either Party may cancel this Lease at any time with ninety (90) calendar days' written notice to the other Party ("**Early Termination**"). If the Village elects Early Termination then it shall pay Tenant the sum of Five Hundred Thousand Dollars and 00/100 (\$500,000.00). If the Tenant elects Early Termination then it shall pay Village the sum of One Hundred Sixty-Five Thousand Dollars and 00/100 (\$165,000.00). Notwithstanding, it shall not be an Early Termination if Village terminates this Lease because of a default by Tenant. Further notwithstanding, it shall not be an Early Termination if Tenant chooses not to exercise an Extension Term by delivering to Village, not less than one-hundred and eighty days (180) before such Extension Term, written notice that Tenant chooses not to exercise said Extension Term.

Upon termination of this Lease, for any reason, Tenant will yield the Premises to the Village, in good condition and repair and in broom-swept condition, except for ordinary wear and tear, and will deliver the keys for the Premises to the Village Manager. Tenant shall be responsible for all damage to the Premises beyond normal wear and tear caused by Tenant and as reasonably determined by Village in its sole discretion. In addition, upon termination, all equipment, personal property affixed to the Premises and surrounding area, all realty located

within the Premises, food service and beverage service equipment, and materials, equipment, including the items listed on Exhibit D attached hereto and the like not owned by Tenant shall remain at the Premises. All furniture, fixtures, equipment and personal property owned by Tenant shall remain the property of Tenant at the end of the Term and may be removed by Tenant at any time during the Term.

Notwithstanding anything to the contrary in this **Section 3**, if Salvatore Cardone shall pass away then this Lease shall automatically terminate.

4. Village Resolution Required; Liquor License.

This Lease shall not take effect until approval from the Village's President and Board of Trustees has been obtained by resolution. The resolution approving the Lease shall include a statement that each Extension Term is included in such original approval and no further approval of each Extension Term is required. Village shall not unreasonably withhold any liquor or gaming license or permit; however, Tenant shall have the right to cancel this Lease, without evoking an Early Termination, if Tenant has not obtained a liquor license by the Date of Substantial Completion, defined in **Section 12**.

5. Rent.

Beginning on the Rental Commencement Date, Tenant shall pay Base Rent, as that term is defined here, to the Village at 50 Raupp Blvd, Buffalo Grove, IL 60089, or such other place, or to such other person, firm or corporation, as shall be designated from time to time by Notice from the Village. If the Rental Commencement Date falls other than on the first day of the month, then Base Rent for that month shall be prorated.

Rent shall consist of the following monthly payments:

- A. Base Rent of Four Thousand Five Hundred Dollars 00/100 (\$4,500.00) per month during the Original Term of this Lease (and in such amounts for each Extension Term as outlined above); and
- B. Percentage Rent (as defined below); and
- C. Additional Rent which (as defined below).

"Percentage Rent" is defined as one percent (1.00%) of gross food, beverage and banquet sales, excluding sales tax and services charges (defined as gratuities and other fees charged over and above food and beverage sales, which would include, but not be limited to, banquet wage differentials, comped meals/beverages, overrings, discounts, equipment charges, etc.) for all food and beverage sales on the Premises and Subject Property regardless of where such sales may be booked or reserved. For the sake of clarification, Percentage Rent shall exclude proceeds of insurance, proceeds of litigation or settlements; video gaming revenue, documented charitable contributions by Tenant of goods that were prepared at the Premises; fees paid to third party delivery services (such as, for example GrubHub) for off-site deliveries,

and fees paid to reservation services (such as, for example Open Table). Tenant shall pay Percentage Rent one year in arrears within 10 days of the end of the calendar year. Further, Tenant shall submit quarterly certified sales figures and operating statements to the Village within 30 calendar days of the end of every quarter, which will support Tenant's Percentage Rent calculation. Notwithstanding anything here to the contrary, Percentage Rent shall not exceed Fifteen Thousand Dollars 00/100 (\$15,000) per year.

"Additional Rent" is defined as 60% of all utilities for the clubhouse which shall be payable one month in arrears. Notwithstanding, Tenant shall be solely responsible for any cable, satellite or other television service utility bill. Further notwithstanding, Tenant shall not be liable for any garbage or recycling utilities. Tenant shall be responsible for Additional Rent starting on the Date of Substantial Completion.

"Holdover Rent" If the Tenant retains possession of the Premises or any part thereof after this Lease terminates, whether by lapse of time or otherwise, then Village may at its sole discretion, within thirty (30) days after termination serve written notice upon Tenant that such holding over constitutes (a) creation of a month-to-month tenancy, upon the terms of this Lease except at Base Rent multiplied by 1.5, or (b) creation of a tenancy at sufferance at Base Rent multiplied by 1.5. In addition to such increased Base Rent, Landlord/Village shall have the right to evict Tenant as provided for under the Illinois statutes. Finally, if the Tenant stays more than 30 days in the Premises after this Lease has expired then the Village may pursue consequential damages for the Tenant holding over.

If Rent, or any portion thereof, is more than 10 calendar days late then there shall be a late charge equal to 1.5% per month (18.0% per year) of the portion of Rent that is late.

6. Personal Guarantee.

This Lease is contingent upon the Guarantor, defined in Exhibit E, executing the Guaranty of Lease attached as Exhibit E (the **"Guaranty"**). Both Parties acknowledge that Village would not enter into this Lease but for the Guarantor's execution of the Guaranty which is part of the consideration for Village entering into this Lease.

7. Permitted Use.

The Premises shall be used by Tenant only as restaurant, lounge and bar serving the Golf Course in a manner consistent with similarly situated Golf Courses and Tenant may serve alcoholic beverages and have the maximum number of video gaming machines permitted under applicable law and provide banquet services. Service shall be year-round although seasonal service considerations will be evaluated. Seasonal coordination must be in concert with the intentions of the Village's Director of Golf Operations who will coordinate golf outings and banquets with Tenant. Tenant may provide off-site catering.

It is understood that the Subject Property is a golf course and Tenant's activities shall not unreasonably interfere with the operation of the Subject Property as a golf course.

Tenant shall be allowed access and use of the areas adjacent to the club house facilities that will include but not be limited to patios, event tents and golf course grounds for the purposes outlined above and for utilizing beverage carts.

8. Sales on the Golf Course.

Tenant shall have the exclusive right to provide catering services to special events that occur at the Golf Course. Tenant shall have the exclusive right to provide food and beverage service at the Golf Course. Landlord and Tenant will work with each other to determine the required food, beverage and golf services for golf groups, tournaments and other large functions.

Village shall be entitled, upon fourteen (14) days written notice to Tenant, to limited possession of the Premises and Subject Property to the exclusion of Tenant for the purpose of holding Village activities not to exceed five (5) times per year. Such request shall not require Tenant to cancel any events that were booked prior to the request.

Tenant may be entitled, upon fourteen (14) calendar days written notice to the Village Manager to limited possession of the Premises and adjacent facilities to the exclusion of Village for the purpose of holding activities related to Tenant's business including, but not limited to, banquets, parties and similar events; provided Village shall still have access to its portion of the club house and the golf course shall remain open to the public. Village and Tenant shall coordinate so that the primary purpose of the Premises and Subject Property that of a golf course, is not compromised. Such request shall not require Village to cancel any events that were booked prior to the request. Village and Tenant shall cooperate in maintaining a calendar for such events.

9. Cleaning Services.

Tenant shall maintain, clean and keep in good repair the interior of the Premises. Tenant shall clean and keep in good repair all kitchen and beverage dispensing equipment (including but not limited to walk-in coolers and freezers, ranges and stoves) and outside garbage/refuse and storage areas. Tenant shall comply with applicable laws and ordinances that apply to the use of the Premises as a restaurant, bar and lounge. If Tenant receives any written violations from the Health Officer and does not take corrective action within the time limits prescribed within such violation, then Village may correct the same and invoice Tenant for the actual costs of such corrections.

Village shall be responsible for maintaining and cleaning all other outside areas (including parking lots) along with those portions of the Clubhouse, as depicted on Exhibit A ("**Clubhouse**") and adjacent areas committed to golf play. Except for those items that are the obligation of Tenant, Village shall maintain the Clubhouse, Common Areas and Golf Course in a clean, well landscaped and well maintained manner similar to comparable clubhouses and golf courses in the area. Landlord, at Landlord's expense, shall keep in good condition and repair the Building's roof, foundations, exterior walls (including painting), and structural condition of

interior load bearing walls of the Building, as well as the parking lots, walkways, and driveways, all Building systems including HVAC, plumbing, electrical, gas and sewer and all glass windows and doors.

10. Maintenance of Property.

Tenant is taking the property as-is, subject to Landlord's maintenance and repair obligations set forth herein and Landlord's obligation to complete the Landlord's Work as provided herein, but nevertheless has examined and knows the condition of the Premises.

Maintenance, repairs, replacement, upkeep and disposal of equipment, kitchen equipment and furnishings will be the obligation of Tenant and done in a timely fashion. A list of Village's kitchen equipment and furnishings is attached as Exhibit D. Prior to any replacement of Village's kitchen equipment, Tenant must receive written approval from the Village Manager to replace such kitchen equipment, Village's approval to replace the equipment will not be unreasonably withheld, and any replacement kitchen equipment paid for by Tenant shall become the property of Tenant.

Notwithstanding anything here to the contrary, Village shall be responsible for replacing the walk-in coolers and walk-in freezers. Any replacement walk-in cooler or walk-in freezer shall be the Village's property. A request from Tenant that the Village replace or repair nonfunctioning walk-in coolers and walk-in freezers shall not be unreasonably withheld.

11. Alterations.

Tenant will not make any alterations or additions in or to the Subject Property or Premises without receiving written consent from the Village, not to be unreasonably withheld or delayed. Furthermore, Tenant shall not cause any holes, drilled or otherwise created to the exterior of the Premises or Subject Property.

Village shall have a first right of refusal to purchase any equipment that is not a fixture upon the termination of this Lease at its then fair market value. The fair market value of such equipment shall be determined through a fair appraisal of such equipment by an appraiser to be retained and paid by Village. Such appraiser shall not be denied access to perform his appraisal by Tenant.

The Tenant shall insure that any alterations or improvements to the Subject Property or Premises comply with the requirements of the Prevailing Wage Act (820 ILCS 130, *et seq.*). In addition the Tenant shall provide to the Village all documentation required to show compliance with the Prevailing Wage Act.

Tenant shall have the right to install a satellite dish on the roof of the Building for the transmittal of programming and/or music into the Premises.

12. Facility Improvements

The Village shall be solely responsible for the build-out of the Premises and shall do so in accordance with the plans and drawings attached as Exhibit B and Exhibit B-1 hereto and incorporated herein by this reference. Due to the need of the Village to comply with the Prevailing Wage Act (820 ILCS 130, *et seq.*), Village will hire all contractors, subcontractors and laborers who perform work on the Premises and process all receipts and invoices therefrom. Such build-out shall be at Village's sole cost and expense.

On the date the Village has completed its work on the Premises to the point where the Premises can be occupied and used by the Tenant for Tenant's Permitted Use (the "**Date of Substantial Completion**") the Village and the Tenant shall inspect the Premises and complete the Tenant's Certificate attached here as Exhibit F.

Tenant shall be solely responsible for and shall fully reimburse Village for any additional items that are not depicted on Exhibit B and Exhibit B-1, any "upgrades" selected by Tenant listed in Exhibit B-1 or the Bid Documents, change orders not a result of Village, and additional fixtures and signs not depicted on Exhibit B-1. All improvements and fixtures completed during the build-out described in this paragraph and depicted on Exhibits B and B-1 shall become property of the Village and may not be removed or replaced by Tenant without prior written permission of the Village, such written permission may be withheld at Village's sole discretion.

Tenant shall be responsible for painting the walls, window finishings and purchasing dishes, artwork, silverware, furniture and equipment used in the operation of the restaurant. The dishes, artwork, silverware, furniture and equipment purchased by Tenant shall remain the personal property of Tenant. As security for Tenant's fulfillment of its reimbursement obligations, Tenant shall deposit with Village a letter of credit in an amount not less than \$100,000 in a form reasonably satisfactory to the Village within 10 days of the Effective Date. Village shall release the letter of credit within 60 days after the Rental Commencement Date.

Tenant and Village both anticipate the Date of Substantial Completion to be sometime before April 1, 2017; however, if the Date of Substantial Completion occurs sometime after April 1, 2017 then Tenant's sole recourse for such delay shall be the delay in the Rental Commencement Date and Tenant shall be owed no liquidated, consequential or other damages due to a delay in the Date of Substantial Completion, except that in the event that the Date of Substantial Completion does not occur on or before June 1, 2017, and such delay is not caused by Tenant's change order(s), then Tenant may, at its option, upon written notice to Village, request that the first 6 months Base Rent be reduced by 50%.

Notwithstanding anything here to the contrary, this Lease, and all the obligations of the Parties hereunder, is conditioned on both Parties approving the plans that shall be attached to this Lease as Exhibit B-1; such approval shall be documented by both Parties by executing that particular Plan Approval Certificate attached hereto as Exhibit G. If the Parties have not executed this Plan Approval Certificate by January 1, 2017 then this lease shall be null and void as if it were never executed to begin with.

13. Signs.

Tenant is responsible for new or replacement signage; provided, Tenant shall not be permitted to install any signage, without first receiving the written approval of the Village. Any sign that Tenant installs must comply with Village Code and must be removed by Tenant at Tenant's sole expense upon the expiration of the Original Term, or any Extension Term. The signage maintained by Village on Lake Cook Road is primarily intended to identify the Buffalo Grove Golf Club. Village agrees that Tenant may place signage in the same locations as currently exist for the tenant that occupied the Premises immediately prior to Tenant's occupancy.

14. No Unlawful Use or to Endanger Insurance.

Tenant will not make or suffer any unlawful, improper, or offensive use of the Premises or Subject Property, or any use of occupancy thereof contrary to any law of the state or any ordinance of the Village, State or Federal Government now or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the said Subject Property or Premises or to increase the premiums thereof.

15. Coin Operated Amusement and Vending Machines.

Tenant may maintain and keep the proceeds of coin operated amusement and vending machines, including video gaming machines. Provided, however, that such machines must comply with the Village's Municipal Code and Tenant must pay and maintain any licenses or permits for the same. The machines shall be kept in the bar area only with the exception of a jukebox, if any.

Tenant shall not have a billiard table within the Premises.

16. No Liens.

Tenant shall not create or permit to be created or to remain, and shall discharge, any lien, encumbrance or charge caused by it or levied on account of any mechanic's, laborer's or materialman's lien, or otherwise (collectively, a "Lien") which becomes a lien, encumbrance or charge upon the Premises or surrounding property. Notwithstanding, if any Lien is placed on the Premises or surrounding property, Tenant will take immediate and diligent action to remove the Lien. If Village judges, in Village's sole discretion, that Tenant has failed to take immediate and diligent action to remove the Lien(s) then Village shall deliver written notice to Tenant of the same; and upon delivery of written notice Village may take any action to remove the Lien(s) and all expenses incurred in the same shall become Rent which is immediately due.

17. Indemnification of Village and Tenant.

Tenant covenants and agrees that it will protect, save and keep the Village forever harmless and indemnified against and from all injuries, damages, losses, costs, and expenses imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Tenant or those

holding under Tenant or any of Tenant's agents, contractors, sub-contractors and the like.

Tenant further covenants and agrees that it will protect, save and keep the Village forever harmless and indemnified from all injuries, damages, losses, costs, and expenses caused by acts of negligence occurring on the Premise or surrounding area or caused by Tenant's actions or omissions on the Premises or surrounding area; provided, however, that Tenant need not indemnify and hold harmless Village from those acts of negligence, damages or injuries caused solely by the negligence or willful and wanton conduct of Village.

The indemnifications and hold harmless protections provided in this section shall apply to the Village and its elected and unelected officials, officers, employees, volunteers and agents.

Village shall indemnify and hold harmless Tenant from any negligence caused by Village or Village's employees, contractors or agents.

18. Non-Liability of Village.

Except as provided by Illinois statute, the Village shall not be liable for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Subject Property, Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

19. Village's Right of Access.

Tenant shall permit the Village, its agents, representatives and mortgagees to enter the Premises at all times for any purpose including to make any repairs necessary, provided that when Village, its agents, representatives and mortgagees enter the Premises they shall use reasonable efforts to mitigate any interruption to Tenant's business.

20. No Unlawful Occupancy.

Tenant shall not use or occupy, nor permit or suffer the Premises to be used or occupied for any unlawful or illegal business, use or purpose, nor for any purpose or in any way in violation of any federal, state or local law. Immediately upon the discovery of any such unlawful or illegal use, Tenant shall take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove any persons guilty of such unlawful or illegal use. Without limiting foregoing, Tenant shall forbid all forms of gambling (unless otherwise authorized by the Village) including card playing, betting and other wagering activities which are deemed by Village to be not of suitable character and are prohibited from taking place within or upon the Premises. Video gaming on-site is permissible, in accordance with Local and State Laws.

21. "Event of Default" Defined.

Time is of the essence regarding this Lease and all of its covenants and conditions.

The following events shall be an "Event of Default" hereunder:

1. The failure of Tenant to observe or perform one or more of the terms, conditions, covenants or agreements of this Lease and the continuance of such failure for a period of thirty (30) calendar days after Notice from the Village specifying such failure, unless such a shorter period to cure is identified in this Lease, unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature or due to an unavoidable delay reasonably be performed, done or removed, as the case may be, within such thirty (30) calendar day period, in which case the Village may, at the Village's option extend the time to cure the Event of Default;
2. The failure of Tenant to pay Rent, or any portion thereof, within ten (10) calendar days of when it is due;
3. Premises shall be abandoned, deserted or vacated, closed due to health code violations, or shall not be in the actual possession of Tenant for a period of fifteen (15) consecutive calendar days, except in the event of making repairs and alterations or in the event of a casualty or damage caused by an event beyond the control of Tenant ;
4. Tenant shall fail to maintain the insurance coverage, if any, as set forth herein;
5. Tenant shall use the Premises for the commission of a felony, misdemeanor or criminal act as defined any law;
6. Any proceeding against Tenant seeking liquidation, dissolution or similar relief under any present or future statute, law or regulation shall be commenced and not dismissed within forty-five (45) calendar days, or any trustee, receiver or liquidator of Tenant or of any material part of its properties shall be appointed with or without the consent or acquiescence of Tenant and such appointment shall not have been vacated within forty-five (45) calendar days; and
7. Tenant fails to maintain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments with regard to the Permitted Use.
8. Tenant shall violate any rules promulgated by Village or recorded as covenants on the Subject Property, which such rules and covenants do not prohibit the use of the Premises for the Permitted Use.

A waiver by Village of any Event of Default shall not be a waiver of the same Event of Default or another Event of Default.

Upon an Event of Default, the Village shall have the option to either to terminate this Lease

altogether or terminate possession for Tenant alone while keeping this Lease in full force and effect. In addition, Village may re-enter the Premises of any part hereof, with or (to the extent permitted by law) without notice or process of law, and remove Tenant or any persons occupying the Premises, without prejudice to any remedies which might otherwise be used for past due Rent, repairs and the like, and Village shall have the right to distrain for Rent and other expenses due. Tenant shall pay and discharge all costs, attorney's fees and expenses that shall be caused by a default by Tenant.

22. Acceleration and Confession of Judgment.

If Tenant defaults then Village is authorized to appear in any court of record and confess judgment against Tenant in favor of Village. The confession of judgment may be without notice and process and for any amount due to the Village in this Lease including, but not limited to, Base Rent, Percentage Rent, Additional Rent, other sums due under this Lease and past due sums that have accrued in any lease between the Parties. The confession of judgment will be in addition to other remedies available to Village.

23. Use Requirements of Village.

During the Term of the Lease, as extended by each Extended Term, if applicable, Village shall maintain reasonable hours of operation appropriate for a public golf course, as determined by the Village in its sole and reasonable discretion. Further, Tenant recognizes and understands the Golf Course's hours of operation will fluctuate and be influenced by maintenance to the Golf Course (such as green, tee box and fairway replacement), by the season (where the Golf Course will close during snow seasons) or by weather related conditions (such as flooding and extreme winds).

24. Rights Reserved to Village.

Village shall have the following rights, each of which Village may exercise without liability to Tenant for damage or injury to property, person, or business due to the exercise of these rights, and the exercise of these rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for setoff, deduction, or abatement of Rent or any other claim:

1. To change the name and/or street addresses of the Premises, the Subject Property and the golf club only after not less than ninety (90) days prior notice is delivered to Tenant.
2. Intentionally Deleted.
3. To relocate, enlarge, reduce, or change lobbies, exits, or entrances in or to the Premises and to decorate and to make repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the building or surrounding property, and Village may temporarily close public entryways, other public spaces, stairways, or corridors and interrupt or temporarily suspend any services or facilities agreed to be furnished by Village, all without such

action constituting an eviction of Tenant in whole or in part and without abatement of Rent by reason of loss or interruption of the business of Tenant or otherwise and without in any manner rendering Village liable for damages or relieving Tenant from performance of Tenant's obligations under this Lease, and if Tenant desires to have any such work done during other than ordinary business hours, Tenant shall pay all overtime and additional expenses resulting therefrom.

4. To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises. Tenant agrees to purchase only from Village additional duplicate keys as required, to change no locks, and to affix no locks on doors without the prior written consent of Village. No duplicate keys shall be made; all extra keys will be furnished by Village at Tenant's expense. If the keys provided to Tenant shall be lost or any locks damaged, Tenant shall be liable for the cost of replacement or repair. Notwithstanding the provision for Village's access to the Premises, Tenant relieves and releases Village of all responsibility and liability arising out of theft, robbery, or pilferage. Upon the expiration of the Original Term, or Extension Term as applicable, or of Tenant's right to possession, Tenant shall return all keys to Village and shall disclose to Village the combination of any safes, cabinets, or vaults left in the Premises.

5. To approve the weight, size, and location of safes, vaults, books, files, and other heavy equipment and articles in and about the Premises so as not to exceed the design live load per square foot designated by the structural engineer of Village, and to require all such items and furniture and similar items to be moved into or out of the Premises only at times and in a manner as Village shall direct in writing. Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises without the prior written consent of Village. Movement of Tenant's property into or out of the Premises and within the Premises is entirely at the risk and responsibility of Tenant, and Village reserves the right to require permits before allowing any property to be moved into or out of the Premises.

6. To establish controls for the purpose of regulating all property and packages, personal or otherwise, to be moved into or out of the Premises and to establish controls for all persons using the Premises.

7. To grant to anyone the exclusive right to conduct any particular business or undertaking in the Premises.

8. To regulate delivery and type of supplies and services in order to ensure the cleanliness and security of the Premises and to avoid congestion of the loading docks and receiving areas.

9. To show the Premises to prospective tenants at reasonable hours during the last 6 months of the Original Term and Extension Term or to prospective mortgagees, ground lessors, or purchasers of the golf club at any time and, if vacated or abandoned, to show the Premises to prospective tenants at any time and to prepare the Premises for re-occupancy.

10. To erect, use, and maintain concealed pipes, ducts, wiring, and conduits and appurtenances

thereto, in and through the Premises in walls, below the floor, and above the suspended ceiling.

11. To enter the Premises at any reasonable time to inspect the Premises.

25. No Rent Deduction or Set Off.

Tenant agrees that any claim by Tenant against the Village, whether arising out of this Lease, the Subject Property, the Premises or otherwise, shall not be deducted from or set off against any and all rent owed in this Lease.

26. Quiet Enjoyment.

As long as Tenant is not in default hereunder, then, subject to the other terms and conditions of this Lease, Tenant shall not incur any manner of hindrance or interference with its quiet enjoyment, possession, and use from Village, subject to the provisions of this Lease and to the provisions of any (a) easements, licenses, covenants, conditions, and restrictions of record, including without limitation, any and all reciprocal easement agreements, development agreements, declarations of covenants, conditions, and restrictions of record, as the same may be amended or modified from time to time, and (b) any mortgage, ground lease or other lien, or restriction of record to which this Lease is subordinate or may be subordinated (collectively "**Superior Encumbrances**"). In any case, this Lease shall be subordinate to each of the Superior Encumbrances, and Tenant agrees for itself and all persons in possession or holding under it that it and they will comply with and not violate each such Superior Encumbrance. Village reserves the right, from time to time, to grant such new or additional easements, rights, and dedications as Village deems necessary or desirable and to cause the recordation of parcel maps and covenants, conditions, and restrictions affecting the Premises. At Village's request, Tenant shall join in the execution of any of the aforementioned documents.

27. Intentionally Omitted

28. Rent After Notice or Suit.

It is further agreed, by the Parties hereto, that after the service of notice, or the commencement of a suit or after final judgment for possession of the Premises, Village may receive and collect any rent due, and the payment of said rent shall not waive affect of said notice, said suit, or said judgment.

29. Payment of Costs.

In any lawsuit or proceeding over this Lease or Premises, the prevailing party shall collect from the non-prevailing party all costs (including attorneys' fees, paralegals' fees and court costs) that were incurred by the prevailing party in such lawsuit or proceeding.

30. Rights Cumulative.

The rights and remedies of Village under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar the Village from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Village waive any other right or remedy.

31. Fire and Casualty.

In the case the Premises shall be rendered untenantable during the term of this Lease by fire or other casualty not the fault of Tenant, Village at its option may terminate the Lease or offer a suspension of Tenant's obligation to pay Rent until such time as the Premises is repaired. Village shall notify Tenant of its decision within fourteen (14) calendar days of the date upon which the Subject Property was rendered untenantable. If Village elects to repair, this Lease shall remain in effect provided such repairs are completed within sixty (60) calendar days, with Tenant's payment obligations suspended until repairs are completed. If Village shall not have repaired the Premises within sixty (60) calendar days then Tenant may terminate this Lease with neither party owing the other any further obligations. If this Lease is terminated by reason of fire or casualty as herein specified, Rent shall be apportioned and paid to the day of such fire or other casualty.

32. No Waiver.

No failure by Village to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease shall be waived or modified except by a written instrument executed by the Parties.

33. Warranties and Representations.

Each Party hereto warrants and represents to the other Party that (a) it has full power and authority to execute and deliver this Lease and (b) the execution of this Lease will not violate or constitute a default on its part under any agreement to which it is a party or by which it is bound.

34. Notices.

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a "Notice") shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally. All Notices shall be sent or delivered as follows:

If to Village:	Village of Buffalo Grove 50 Raupp Boulevard Buffalo Grove, IL 60089
----------------	---

ATTN: Village Manager

If to Tenant: Mr. Salvatore Cardone
c/o Mambo Italiano Ristorante
748 S. Butterfield Road
Mundelein, IL 60060

35. Captions.

The captions of this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

36. Entire Agreement.

This Lease contains all the promises, agreements, conditions, inducements and understandings between the Village and Tenant relative to the Premises and Subject Property, and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, expressed or implied, or concessions as defined by 765 ILCS 730 *et seq.* between them other than as set forth in this Lease.

37. Invalidity of Certain Provisions.

If any term or provision of this Lease or the application thereof shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

38. Governing Law, Jurisdiction and Venue.

The parties agree that Illinois Law shall control the interpretation and enforcement of this Lease, the exclusive venue for claims brought under this Lease shall be the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court.

39. Sublet, Assignment.

Tenant shall not transfer; assign; sublet; enter into any franchise, license, or concession agreements; change ownership or voting control; mortgage; encumber; pledge; or hypothecate all or any part of this Lease, Tenant's interest in the Premises, or Tenant's business (collectively "**Transfer**") without first obtaining Village's written consent, which may be withheld for any reason or no reason. Any transferee after a Transfer (a "**New Tenant**") shall be liable, jointly and severally, for all obligations under this Lease. It shall be a Transfer if Tenant allows any vendor to market any service or product at the Subject Property or Premises.

Any Transfer other than as permitted in this section shall be null and void. Any guaranty of this Lease shall remain in full force and effect before and after any Transfer; provided, however, that Village may, at its option, require each guarantor under any outstanding guaranty of this Lease to reaffirm such guaranty as a condition to giving its consent to any Transfer.

40. Authorized Representative/General Manager.

The only authorized agent of the Village shall be the Village Manager, unless so noted in this Lease. The authorized agent(s) for Tenant shall be Salvatore Cardone.

41. Amendment.

This Lease may be amended only in writing with approval of the Village and Tenant.

42. No Recording.

The Parties agree that this Lease shall *not* be recorded with Recorder of Deeds in the county where the Premises are located.

43. Counterparts.

This Lease shall be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

44. Environmental Matters.

"Environmental Law or Laws" shall mean any and all federal, state, or local laws, regulations, ordinances, rules, orders, directions, requirements, or court decrees pertaining to health, industrial hygiene, or the environmental conditions on, under, or about the Subject Property, including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901, *et seq.*, as amended, and regulations promulgated thereunder; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9601, *et seq.*, as amended, and regulations promulgated thereunder; the Hazardous Materials Transportation Act, 49 U.S.C. §5101, *et seq.*, as amended, and regulations promulgated thereunder; the Toxic Substances Control Act, 15 U.S.C. §2601, *et seq.*, as amended, and regulations promulgated thereunder; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136, *et seq.*, as amended, and regulations promulgated thereunder; the Federal Water Pollution Control Act ("Clean Water Act"), 33 U.S.C. §1251, *et seq.*, as amended, and regulations promulgated thereunder; the Safe Drinking Water Act of 1974, 42 U.S.C. §300f, *et seq.*, as amended, and regulations promulgated thereunder; the Oil Pollution Act of 1990, 33 U.S.C. §2701, *et seq.*, as amended, and regulations promulgated thereunder; the Clean Air Act, 42 U.S.C. §7401, *et seq.*, as amended, and regulations promulgated thereunder; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §11001, *et seq.*, as amended, and regulations promulgated thereunder; and all parallel, similar, or relevant Laws.

"Hazardous Materials" shall mean any (i) "hazardous waste" as defined in RCRA; (ii) "hazardous substance" as defined in CERCLA; (iii) petroleum or liquid petroleum or wastes; and (iv) any

other toxic or hazardous substances that may be regulated from time to time by applicable Environmental Laws.

Tenant shall defend, indemnify and hold Village and its agents harmless from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including without limitation, attorneys' and consultants' fees, court costs and litigation expenses) of whatever kind resulting from the presence, disposal or release of Hazardous Materials or violation of any Environmental Laws caused by Tenant, Tenant's agents, contractors and subcontractors.

45. Insurance Requirements.

Tenant shall maintain all insurance as provided for in Exhibit C. Any insurance acquired under Exhibit C will list the Village as an additional insured and loss payee and that Village will receive a notice thirty (30) calendar days prior to the expiration of the policy. If, at any time, Tenant fails to maintain the insurance required by Exhibit C, such failure shall constitute an Event of Default and Village shall have the right to obtain such insurance on behalf of Tenant, in which case the Tenant shall reimburse Village for the cost of such insurance.

Village shall maintain general liability insurance in an amount not less than \$2,000,000 and covering the Subject Property. Village shall list Tenant as an additional insured under its insurance policy.

46. Subordination.

This Lease is subject and subordinate to all present and future ground leases, underlying leases, liens or mortgages now and after this date in force against the Subject Property and to all renewals, modifications, consolidations, replacements, and extensions of such ground leases, underlying leases, liens and mortgages. While the provisions of this section are self-executing, Tenant agrees to promptly execute any further instruments as shall be requested by Village in confirmation of such subordination.

47. Estoppel Certificates.

Tenant shall execute within five (5) business days of being sent the same by Village, an estoppel certificate acknowledging, amongst other things: (a) this Lease is in full force and effect and has not been modified except as represented by Village; (b) there are no uncured defaults in Village's performance hereunder; and (c) the remaining term of this Lease. Tenant agrees that the foregoing estoppel certificate may be relied on by anyone holding or proposing to acquire any interest in the Subject Property from or through the Village, including any prospective mortgagee.

48. Brokers.

Village and Tenant both covenant and agree that no broker, finder or other person have been used in this transaction and that both Parties shall hold harmless and indemnify the other from any claim of any broker under this Lease.

49. No Accord and Satisfaction.

No payment by Tenant, or receipt by Village, of a lesser amount than the rent or other payments due herein provided shall be deemed to be other than on account of the earliest rent or other payment due and payable hereunder, nor shall any endorsement or statement on any check, or letter accompanying any check or payment, as rent or other payment be deemed an accord and satisfaction. Village may accept any such check or payment without prejudice to Village's right to recover the balance of such rent or other payment or pursue any other right or remedy provided in this Lease.

50. Relationship.

Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, partnership, joint venture, or any association between Village and Tenant other than that of landlord and tenant.

51. Intentionally Deleted.**52. Conflict of Interest.**

Tenant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of Tenant or this Lease; (2) as of the date of this Lease neither Tenant nor any person employed or associated with Tenant has any interest that would conflict in any manner or degree with the performance of the obligations under this Lease; and (3) neither Tenant nor any person employed by or associated with Tenant shall at any time during the term of this Lease obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Lease.

53. No Collusion.

Tenant represents and certifies that (1) Tenant is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Tenant 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 65 ILCS 5/11-42.1-1 et seq.; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; and (2) this Lease is made by Tenant without collusion with any other person, firm, or

corporation. If at any time it shall be found that Tenant has, in procuring this Lease, colluded with any other person, firm, or corporation, then Tenant shall be liable to Village for all loss or damage that Village may suffer, and this Lease shall, at Village's option, be null and void.

54. Sexual Harassment Policy.

Tenant certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4) and it is in compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/2).

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed as of the Effective Date.

Village of Buffalo Grove,
an Illinois Municipal Corporation

By: [Signature]
Name: Dane Bragg
Title: Village Manager

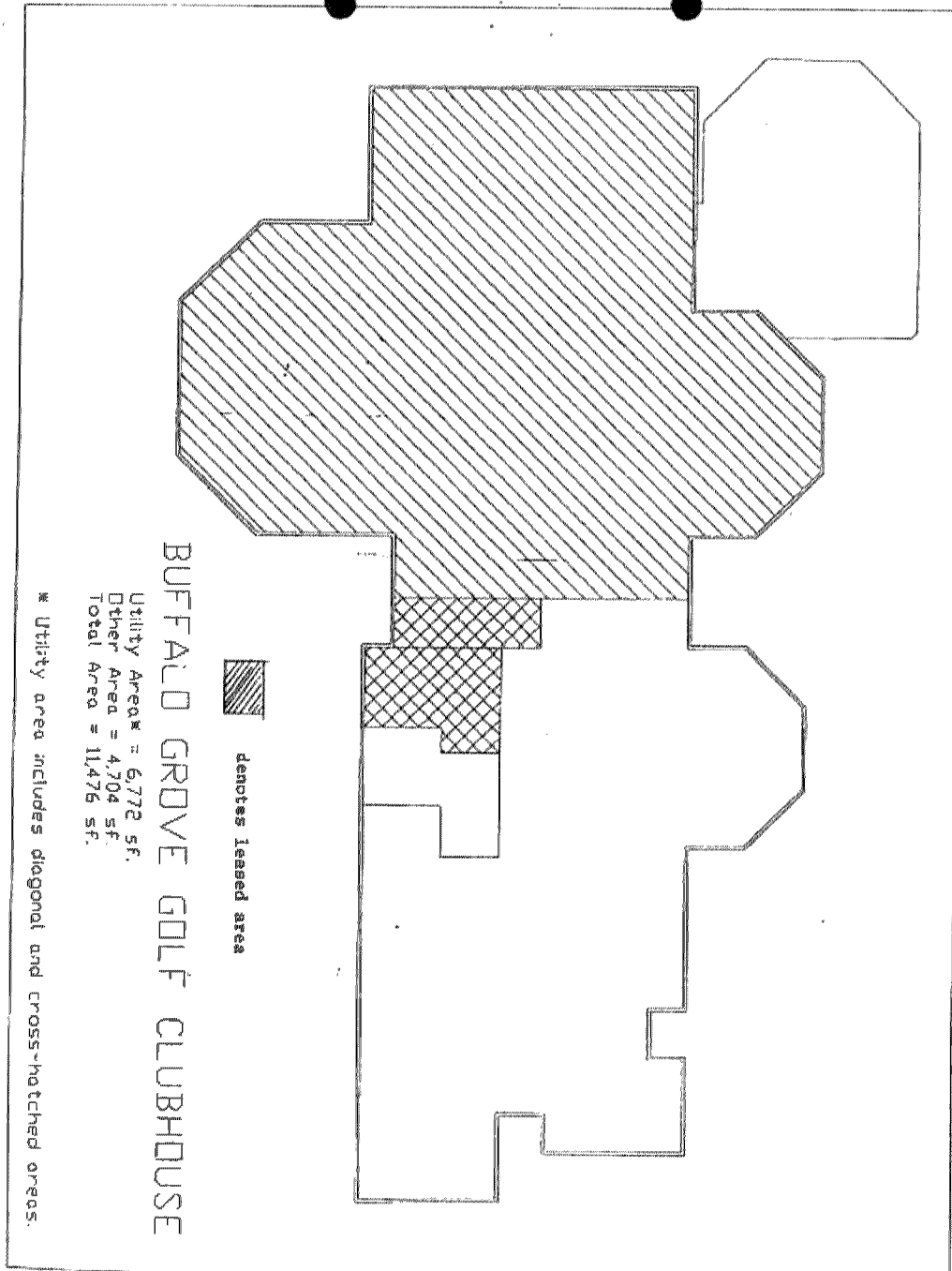
Date: 12/9/2016

BRI Incorporated,
An Illinois corporation

By: [Signature]
Name: Salvatore Cardone
Title: President

Date: 12/05/2016

EXHIBIT A
PREMISES



Redo diagonal lines in the box to start at bottom left to top right.

EXHIBIT B

FACILITY IMPROVEMENTS PLANS

For all the below work, any finishing, equipment and materials will be of the standard, kind and quality required for a first-class restaurant and bar at a golf facility as determined by the Village in the Village's sole but reasonable discretion.

Kitchen Remodeling:

1. Remove and replace kitchen equipment;
2. Remove existing quarry tile flooring to subfloor;
3. Install new flooring;
4. Relocate air compressor for the walk-in refrigerator; and
5. Remove existing bathroom/toilet room in the kitchen and cap the existing plumbing therefore.

HVAC

1. Replace existing unit.

Plumbing

1. Re-line existing collapsed sanitary line; and
2. Provide new exterior sanitary line from new bar area to grease trap.

Bar

1. Demolish and remove the existing bar; and
2. Build new bar along west wall.

Restaurant

1. Remove existing flooring all the way to the subfloor;
2. Repair subfloor if necessary or if any cracks;
3. Remove dividing wall separating the private party room;
4. Remove existing screen on the skylights and tint same;
5. Remove and replace all lighting; and
6. Remove and replace ceiling tiles and grid.

Common Bathrooms

1. Remove and replace floor tiles, wall tiles and ceiling grid or tiles;
2. Remove and replace toilets, sinks and faucets;
3. Remove and replace bathroom counters; and
4. Remove and replace toilet partitions and doors.

The above work is more thoroughly detailed in the plans drawn by JTS Architects and dated December 21, 2016.

EXHIBIT B-1**PLANS DRAWN BY JTS ARCHITECTS AND DATED DECEMBER 27, 2016**

Attachment: BRI - Wild Buffalo Lease (R-2021-9 : Authorization to Execute a Lease Amendment for the Buffalo Grove Golf Course)

EXHIBIT C
INSURANCE REQUIREMENTS

Tenant releases Village from any and all liability or responsibility for any loss or damage covered by the insurance provided in this Exhibit C. Further, Village shall not be responsible for any damage occasioned, amongst other things, by bursting, stopping, leaking or running of any systems, facilities or pipes in or about the Subject Property, and Tenant agrees that all property kept at the Premises is so kept at the risk of Tenant. Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

During the Term, or Extension Term if applicable, Tenant shall maintain the following insurance in the following amounts:

- A. Worker's Compensation at the required statutory levels;
- B. Dram Shop (\$1,000,000); and
- C. General Liability (\$1,000,000/\$2,000,000 bodily injury and property damage).

Village shall provide fire and extended coverage on the building and its contents which insurance policy shall contain a waiver of subrogation against Tenant. Tenant shall pay Village the cost, if any, of said waiver of subrogation endorsement on a pro-rated basis.

Tenant will be responsible for providing its own insurance to cover its equipment and inventory. Evidence of such insurance shall be provided to the Village.

EXHIBIT D**VILLAGE'S FURNISHINGS AND EQUIPMENT**

The following represents an inventory of current equipment and furnishings at the Buffalo Grove Golf Club owned by the Village and dedicated to food and beverage service:

Cooking Equipment	Description	Location
Refrigeration/Freezer	Description	Location
	Hobart Walk in Refrigerator #1	Kitchen - Prep Area
	Hobart Walk in Refrigerator #2	Kitchen - Prep Area
	Hobart Walk in Freezer #1	Kitchen - Prep Area
	Harford Walk in Refrigerator #3	Outside back door
Kitchen Equipment	Description	Location
	Dishwashing Sink (U shaped) w/Hobart Dishwasher	Kitchen - Dishwashing Area
	Exhaust Hood	Kitchen - Cook Line
Misc. Equipment	Description	Location
	Built in Bar	Bar Area
	Monument Signage	Front Entrance
	Signage	Lake Cook and Raupp

EXHIBIT E

GUARANTY OF LEASE

This Guaranty of Lease ("**Guaranty**") is made and signed on the 5th day of December, 2016 by Salvatore Cardone ("**Guarantor**"), who is the President of BRI Incorporated, to and in favor of the Village of Buffalo Grove, Illinois, an Illinois Municipal Corporation ("**Village**").

WHEREAS, BRI Incorporated, an Illinois corporation, ("**Tenant**") desires to rent from the Village some property on the terms and conditions of that particular Restaurant Lease executed between Tenant and Village, dated December 5th, 2016 ("**Lease**"), the Lease being incorporated herein by reference;

WHEREAS, Village has required Guarantor to execute this Guaranty as a condition to and in consideration for Village entering into the Lease with Tenant, and Village would not enter into the Lease if this Guaranty was not executed; and

WHEREAS, Guarantor, as the President of Tenant, will derive direct or indirect benefit from Village entering into the Lease with Tenant.

NOW, THEREFORE, in order to induce Village to enter into the Lease and for other good and valuable consideration, the undersigned Guarantor agrees as follows:

1. Guarantor absolutely, unconditionally, and irrevocably guarantees to Village (a) the prompt payment of a total of \$165,000.00 in Base Rent, Percentage Rent and Additional Rent payments over term, whether Original Term or Extension Term, and payment of the costs described in **Section 12** of the Lease and all other sums and charges payable by Tenant under the Lease ("**Payment Obligations**"), and (b) the full and timely performance of the Lease's covenants, terms, conditions, and agreements that are to be performed and faithfully observed by Tenant ("**Performance Obligations**", which, together with the Payment Obligations collectively from time to time hereinafter are referenced as the "**Obligations**").

2. In the event of a default by Tenant under the Lease, Guarantor hereby covenants, warrants, promises, and agrees with Village (a) to make the prompt payment of the remainder of the Tenant's Payment Obligations; (b) to perform promptly and fully the Performance Obligations that Tenant has agreed to perform and carry out; and (c) to indemnify Village and to hold Village harmless from any loss, costs, or damages arising out of any failure by Tenant to pay or perform any Obligation, including, but not limited to, the payment of Village's attorneys' fees, court costs, and any other cost of performance or collection. This Guaranty is a continuing guaranty of payment and performance to and through the final termination of the Lease. This Guaranty is not conditional or contingent on any attempt by Village to collect from Tenant or on any other condition or contingency.

3. Guarantor waives any requirement that Village first (a) proceeds against Tenant, (b) pursue any rights or remedies with respect to the Lease, (c) proceed against or exhausts any security or lien that Village holds from Tenant, or (d) pursue any other remedy. Guarantor acknowledges that Village has the right herein to enforce this Guaranty even if Village may accept additional security from Tenant and even if the terms, conditions, and agreements of the Lease may be modified or altered after the Effective Date of the Lease.

4. Guarantor waives and releases (a) any right of setoff, counterclaim, deduction, or credit against amounts that are due under this Guaranty, (b) notice of the acceptance of this Guaranty, (c) notice of Tenant's default, and (d) the right to interpose all substantive and procedural defenses of the law of guaranty, indemnification, and suretyship. Guarantor retains the right to advance the defenses of prior payment or prior performance.

5. The liability of Guarantor under this Guaranty is not waived, released, discharged, impaired, or affected by (a) any waiver or failure to enforce or delay in enforcing any of the Obligations, (b) extending applicable time frames to the Tenant, (c) the assignment of the Lease or the subletting of the property by Tenant, with or without Village's consent, (d) the end of the Lease term, (e) Tenant's holding over of the premises, (f) any merger, reorganization, release, or discharge of Tenant or any other guarantor in any voluntary or involuntary receivership, bankruptcy, or creditors' proceedings, (g) the rejection of the Lease by any party in any action or proceeding, including bankruptcy and insolvency proceedings, (h) the release of any collateral or security held for the Obligations, (i) the release of any one Guarantor, if there is more than one guarantor, and (j) any defect or invalidity of the Lease or failure of the Tenant to occupy the Premises. The liability of Guarantor is not waived or released by Village's repossessing, reentering, or re-letting the Premises. Village promises to the Guarantor that it will use efforts required by law to mitigate any damages caused by Tenant's failure to honor fully the terms of the Lease.

6. Guarantor's liability is not released by any modification or amendment to the Lease; nor is Guarantor's liability conditioned upon Tenant entering the Premises.

7. Guarantor promises prompt payment of Village's reasonable attorneys' fees, costs, and expenses incurred in collecting or attempting to collect on this Guaranty, whether or not litigation was utilized or completed. All of Village's rights and remedies under this Guaranty are cumulative and may be exercised singly or concurrently.

8. This Guaranty remains in full force and effect from the date above until all Obligations have been paid or performed to the reasonable satisfaction of Village. While any promises or obligations remain unfulfilled by Tenant, the Guarantor waives any right to enforce any remedy that the Guarantor now or hereafter shall have against Tenant.

9. This Guaranty of Lease may not be changed, modified, discharged, or terminated orally or in any manner other than by a written agreement signed by the Guarantor and Village.

10. This Guaranty shall terminate and be of no other effect upon the death of the Guarantor.

11. The singular herein shall include the plural and the use of any gender shall include all genders or neuter as the case may be.

12. This Guaranty is entered into 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 where the Subject Property is located.

13. If Guarantor consists of more than one person or entity, the liability of each person or entity is joint and several and all Obligations hereunder are the joint and several obligations of each Guarantor.

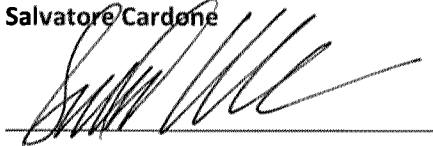
14. Required notices under this Guaranty, if any, shall be delivered by certified mail, return receipt requested, to the addresses of the parties as set forth in **Section 34** of the Lease. For sake of clarification, any notice needing to be sent to the Guarantor(s) shall be sent to the Tenant; Any notice sent to the Tenant shall be deemed also sent to the Guarantor(s).

15. If any provision of this Guaranty or the application thereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Guaranty and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the maximum extent permitted by law. This Guaranty shall be construed without regard to any presumption or other rule requiring construction against the party causing this Guaranty to be drafted.

IN WITNESS WHEREOF, this Guaranty is executed and delivered on the date set forth below.

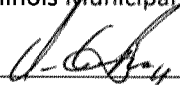
Guarantors

Salvatore Cardone



Village

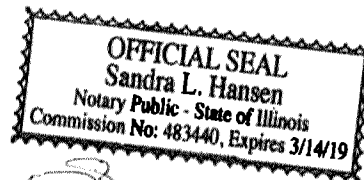
Village of Buffalo Grove,
an Illinois Municipal Corporation

By: 

Dane Bragg, Village Manager

Notary Public

Notary Expiration Date 3/14/19




12/28/16

EXHIBIT F

TENANT'S CERTIFICATE
[to be completed upon Substantial Completion]

BRI Incorporated
 48 Raupp Boulevard
 Buffalo Grove, Illinois 60089

RE: TENANT'S CERTIFICATE

To the Village of Buffalo Grove:

This Tenant's Certificate ("**Certificate**") is made in compliance with that particular lease executed between BRI Incorporated, an Illinois corporation, ("**Tenant**") and the Village of Buffalo Grove ("**Village**") with an Effective Date of 5th day of December, 2016 ("**Lease**"). All capitalized terms in this Certificate that are not defined herein shall have the same meaning as they do in the Lease.

Tenant hereby certifies to Village that:

1. Village has substantially completed the build-out of the Premises in compliance with Exhibit B and Exhibit B-1 of the Lease as of ___/___/2017 which, in accordance with the Lease, is the Date of Substantial Completion;
2. The Rental Commencement Date shall be the earlier of the date Tenant opens for business or ___/___/2017, one month after the Date of Substantial Completion;
3. Notwithstanding the Rental Commencement Date, the Term Expiration Date is unchanged and the Original Term of this Lease ends 11:59 P.M. on December 31, 2021; and
4. Notwithstanding anything to the contrary herein, the Village is still responsible for completing the following items (the "**Punch List**"):
 - a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____
 - f. _____
 - g. _____
 - h. _____; and
5. That Tenant has inspected the Premises and states that Village, its contractors, subcontractors and the like have completed their work, except for the Punch List items, in a good and workmanlike manner and that there are no defects, patent or latent, in the work; and
6. Tenant shall commence occupancy of the Premises, if they have not already done so, within 7 calendar days of the Date of Substantial Completion; and
7. Tenant is operating the Premises under the name _____; and
8. Tenant shall reimburse Village up to \$100,000 for the build-out of the Premises in accordance with the terms of the Lease; and
9. That except for the Punch List items, all obligations, commitments, payments, repairs, inducements and conditions under the Lease to be performed by Village have been satisfied, free of defenses and set-offs; and

10. There is no existing default or unfulfilled obligations on the part of the Village in any of the terms or conditions of this Lease, and no event has occurred or conditions exist which with the passing of time or giving notice or both would constitute an event of default; and
11. Tenant claims no offsets, set-offs, rebates, adjustments, concessions, abatements or defenses against or with respect to Rent.

That the above matters are true and correct.

WITNESS:

TENANT:

By: _____
 Name: _____
 Title: _____

By: _____
 Name: Salvatore Cardone
 Title: President of BRI Incorporated

WITNESS:

GUARANTOR:

By: _____
 Name: _____
 Title: _____

By: _____
 Name: Salvatore Cardone

ACCEPTED BY VILLAGE:

WITNESS:

VILLAGE:

By: _____
 Name: _____
 Title: _____

By: _____
 Name: Dane Bragg
 Title: Village Manager

BRI INCORPORATED ESCROW AGREEMENT

THIS BRI INCORPORATED ESCROW AGREEMENT (“**Agreement**”) is made between the Village of Buffalo Grove, Illinois, an Illinois Municipal Corporation (“**Village**”) and BRI Incorporated, an Illinois corporation, (“**Tenant**”) as of this 9th day of December, 2016.

RECITALS

WHEREAS, the Village and Tenant have entered into that particular Restaurant Lease dated December 5th, 2016 (“**Lease**”) and Tenant and Village wish to amend Section 12 of the Lease as set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Village and Tenant agree as follows:

1. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.
2. Section 12 of the Lease is amended so that Tenant shall no longer be required to deposit a \$100,000 letter of credit with the Village; Instead, Tenant shall deposit with the Village a certified check for \$100,000 which the Village will hold in escrow (“**Escrow Funds**”).
3. Tenant may be reimbursed from the Escrow Funds, up to \$100,000, for painting the walls, window finishings and purchasing dishes, artwork, silverware, furniture and equipment used in the operation of the restaurant.
4. Tenant shall be reimbursed only once a calendar month and only after filing a Sworn Payment Certificate, attached as Exhibit A, along with appropriate receipts.
5. The balance, if any, of the Escrow Funds shall be disbursed to Tenant within 30 days after the Rental Commencement Date, as the term is defined in the Lease.

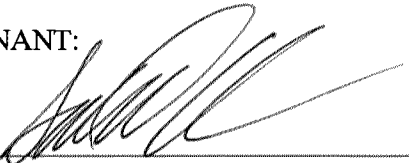
(SIGNATURE PAGE FOLLOWS)

EXHIBIT G**PLAN APPROVAL CERTIFICATE**

This Plan Approval Certificate ("**Certificate**") is made as part of that particular lease executed between BRI Incorporated, an Illinois corporation, ("**Tenant**") and the Village of Buffalo Grove ("**Village**") with an Effective Date of 5th day of December, 2016 ("**Lease**").

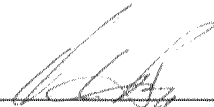
Tenant and Village hereby agree that Exhibit B-1 shall be updated to incorporate the plans created by JTS Architects with final revisions dated December 27, 2016, as Project No. 2658 ("**Plans**"). For the exception of the update to Exhibit B-1, both Parties agree that the Lease is in full force and effect.

TENANT:

By: 

Name: Salvatore Cardone
Title: President of BRI Incorporated

VILLAGE:

By: 

Name: Dane Bragg
Title: Village Manager

IN WITNESS WHEREOF the undersigned have, as of the date set forth in the first paragraph, entered into this Agreement as their free and voluntary act as evidenced by their individual signatures hereon.

TENANT:
BRI INCORPORATED

By: _____

Printed Name: Salvatore Cardone
Position: President

Date: December 9, 2016

VILLAGE:

By: _____

Printed Name: DAVE BRAGG
Position: VILLAGE MANAGER

Date: 12-20-2016

Attachment: BRI - Wild Buffalo Lease (R-2021-9 : Authorization to Execute a Lease Amendment for the Buffalo Grove Golf Course)

EXHIBIT A**SWORN PAYMENT CERTIFICATE**

I, Salvatore Cardone, President of BRI Incorporated, do hereby swear that I have incurred the following costs (collectively, the “**Expenses**”):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

I further swear that the Expenses are for one of the following: painting the walls, window finishings and purchasing dishes, artwork, silverware, furniture and equipment used in the operation of the restaurant.

In support of the Expenses, I have attached a receipt for each item listed above.

By: _____
Salvatore Cardone, President of BRI Incorporated



Ordinance No. O-2021-12 : Ordinance Approving an Amendment to the Fee Schedule, Chapter 1.16 and Section 8.20.340 of the Buffalo Grove Municipal Code Regarding the Solid Waste Agency of Northern Cook County (SWANCC) Fees

Recommendation of Action

Staff recommends approval.

Over the last 5-years, the Village has seen a decline in the Refuse Fund reserve as a result of the increased costs to the Solid Waste Agency of Northern Cook County (SWANCC). Staff is proposing Village increase the SWANCC fee \$0.50/month for both single-family and multi-family residential units. Additional information can be found in the attached memorandum.

ATTACHMENTS:

- BOT Memo 3.15.21 (DOCX)
- SWANCC Ordinance (DOCX)

Trustee Liaison
Smith

Staff Contact
Chris Stilling, Community Development

Monday, March 15, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 11, 2021

TO: President Beverly Sussman and Trustees

FROM: Christopher Stilling, Director of Community Development

SUBJECT: Solid Waste Agency of Northern Cook County (SWANCC) Fees

Background

As part of the residential refuse fee, the Village also collects a fee to cover the costs for the Solid Waste Agency of Northern Cook County (SWANCC) transfer station in Glenview. Pursuant to our member agreement with SWANCC, Waste Management (WM), is obligated to take all the Village's residential solid waste to the Glenview transfer station where it is then transported to a landfill. The SWANCC fee is a separate charge and not part of the Village's Contract with WM. WM does collect the fee on our behalf as part of the residential refuse and recycling bill and remits the revenue back to the Village on a monthly basis. SWANCC bills the Village on a monthly basis based on our allotted tonnage. If the Village exceeds its annual allotted tonnage, SWANCC invoices the Village for excess tonnage, known as the "true-up".

Over the last 5-years, the Village has seen a decline in the Refuse Fund reserve as a result of the increased costs to SWANCC. This decline is attributable to both an increase in SWANCC's costs as well as the Village exceeding our annual tonnage and having to pay a "true-up" each year. Given the downward trend in the Refuse Fund reserve, staff believes a rate adjustment is necessary to maintain sufficient cash reserves. By 2024, staff projects that the refuse fund could have a negative cash balance.

Proposed Increase

Staff is proposing Village increase the SWANCC fee \$0.50/month for both single-family and multi-family residential units.

Table 1- Current Monthly SWANCC Fees Charged to Residential Units Compared to Proposed New SWANCC Fee

Unit Type	Current Monthly SWANCC Fee	Proposed Monthly SWANCC Fee
Single Family & Townhomes with Curbside Service	\$5.65	\$6.15
Multi-Family in Central Container	\$4.55	\$5.05

Based on staff's research, other community members of SWANCC charge between \$5-\$7/month.

The Village is scheduled to have a rate increase on May 1st. Table 2 below shows the current, scheduled and proposed total combined refuse/recycling rate including the SWANCC fee and At Your Door service. Given the timing of the scheduled rate adjustment, staff believes it would be best to implement a rate increase effective May 1, 2021.

Table 2- Current and Proposed Total Refuse & Recycling Fee (including SWANCC Fee)

Single Family Unit/Curbside Service	Total Current Monthly Rate	Total New Rate Effective May 1, 2021	Proposed Total New Rate Effective May 1, 2021*
Unlimited solid waste, recycling and landscape collection <u>with</u> cart & AYD	\$ 23.30	\$ 24.30	\$ 24.80
Unlimited solid waste, recycling with cart and landscape collection <u>without</u> cart & AYD (<i>most popular</i>)	\$ 22.20	\$ 23.20	\$ 23.70
Multi-Family Unit/Central Container			
Unlimited solid waste collection and recycling in a central container & AYD	\$ 16.25	\$ 16.90	\$ 17.40

**This includes the proposed \$0.50 increase in the SWANCC fee.*

Moving forward, staff will present the 5-year Refuse Fund pro-forma for the Board's review to determine the fund's performance as well as assess the need for future rate adjustments.

Staff Recommendation

Staff recommends that the Village Board approve the attached Ordinance increasing the SWANCC fee \$0.50/month for both single-family and multi-family residential units.

Underlined = addition

ORDINANCE NO. 2021 - _____

AN ORDINANCE AMENDING SECTION 1.16.010, FEE SCHEDULE AND SECTION 8.20.340, MUNICIPAL WASTE SYSTEM FUND OF THE BUFFALO GROVE MUNICIPAL CODE

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

WHEREAS, the Village finds that it is necessary to increase the Solid Waste Agency of Northern Cook County (SWANCC) monthly fee.

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. The fees as set forth in Section 1.16.010, Fee Schedule, of the Buffalo Grove Municipal Code are hereby amended to add the following subsection:

Section 1.16.010 – Fee Schedule –

Buffalo Grove Municipal Code Section	Classification	Fee
<u>8.20.340</u>	<u>Monthly Solid Waste Agency of Northern Cook County (SWANCC) fee for Single-Family & Townhome with Curbside Service</u>	<u>\$6.15</u>
<u>8.20.340</u>	<u>Monthly Solid Waste Agency of Northern Cook County (SWANCC) fee for Multi-Family with Central Container</u>	<u>\$5.05</u>

Section 3. Chapter 8, Subsection 8.20.340 F is hereby amended to add the following:

- F. The owners and occupants of residential real estate within the municipality served by the municipal waste system shall be jointly and severally liable to pay all rates and charges imposed by the municipality pursuant to the provisions of this Chapter and in accordance to the Fee Schedule in Chapter 1.16.

Section 4. 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 5. This Ordinance shall be in full force and effect as of May 1, 2021 and after its passage, approval and publication. This Ordinance may be published in pamphlet form.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2021
APPROVED: _____, 2021
PUBLISHED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk



Ordinance No. O-2021-13 : 2021 Sidewalk Improvements Award

Recommendation of Action

Staff recommends approval.

The 2021 Sidewalk Improvements were bid on March 4th, 2021 and the lowest responsible and responsive bidder was Schroeder & Schroeder, Inc. Staff recommends approval of the contract to Schroeder & Schroeder, Inc. in the amount of \$195,295.10 pending Village Attorney review.

ATTACHMENTS:

- Schroeder Award of Bid Memo(DOCX)
- 4798.053 Bid Recommendation & Tabulation- Sidewalk Improvements (PDF)
- Schroeder Ordinance (DOCX)
- Contract Bid Documents

Trustee Liaison

Pike

Staff Contact

Kyle Johnson, Engineering

Monday, March 15, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 11, 2021
TO: Dane Bragg, Village Manger
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: 2021 Sidewalk Improvement Project Award of Bid

The 2021 Sidewalk Improvement Project was advertised for bids and opened on March 4th, 2021. The lowest, qualified bid was in the amount of \$177,541.00 from Schroeder & Schroeder, Inc. The project includes sidewalk replacement on various streets within the Village which correct deficient sidewalk. Some of these deficiencies include cracked or broken pieces, trip hazards and low areas that collect and pond water.

Attached is a copy of the Tabulation of Bids for the program indicating the lowest, qualified bid of \$177,541.00 by Schroeder & Schroeder, Inc. Staff recommends that the Village Board award the contract to Schroeder & Schroeder, Inc. as the firm is qualified to perform the work and is the lowest bidder. 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 \$17,754.10 (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 \$177,541.00. This project is entirely funded by Motor Fuel Tax Funds (MFT).

Attachment: Schroeder Award of Bid Memo (O-2021-13 : 2021 Sidewalk Improvements Award)

March 4, 2021

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

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: 2021 Sidewalk Improvements Project
 VoBG-2021-11
 Bid Results and Recommendation for Award

Dear Mr. Johnson:

On Thursday, March 4, 2021, bid proposals for the above referenced project were received, opened, and publicly read aloud via GoToMeeting. This project includes concrete sidewalk removal and replacement, and other associated improvements on various street segments throughout the Village limits.

Bid documents were solicited and available to contractors on the Village's website, and bids were received by three (3) contractors. As-read, the bid amounts ranged from \$177,541.00 to \$324,800.00; the Engineer's Opinion of Probable Cost (EOPC) was \$228,150.00. The as-read low bid of \$177,541.00 was received from Schroeder and Schroeder, Inc. of Skokie, Illinois.

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

We recommend that the Village Board authorize the award of a construction contract for the 2021 Sidewalk Improvements Project to Schroeder and Schroeder, Inc. in the amount of \$177,541.00.

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

Sincerely,
 GEWALT HAMILTON ASSOCIATES, INC.



Leo X. Morand, PE
 Assistant Director

Encl.: Bid Summary

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

Attachment: 4798.053 Bid Recommendation & Tabulation- Sidewalk Improvements (O-2021-13 : 2021 Sidewalk Improvements Award)

Client: Village of Buffalo Grove
Project: 2021 Sidewalk Improvements Project
GHA Project No: 4798.053

					Engineer's Opinion of Probable Cost				
Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Unit Price		
20101200	Tree Root Pruning	70.0	EA	\$70.00	\$4,900.00		\$45.00		
35101400	Aggregate Base Course, Type B	855.0	TN	\$30.00	\$25,650.00		\$8.00		
42300200	Portland Cement Concrete Driveway Pavement, 6 Inch	100.0	SY	\$60.00	\$6,000.00		\$45.00		
42400200	Portland Cement Concrete Sidewalk 5 Inch	21,400.0	SF	\$6.35	\$135,890.00		\$6.00		
44000200	Driveway Pavement Removal	200.0	SY	\$12.00	\$2,400.00		\$2.00		
44000500	Combination Curb and Gutter Removal	150.0	FT	\$7.00	\$1,050.00		\$5.00		
44000600	Sidewalk Removal	21,400.0	SF	\$1.15	\$24,610.00		\$1.00		
67100100	Mobilization	1.0	LS	\$8,500.00	\$8,500.00		\$1,750.00		
70102620	Traffic Control and Protection, Standard 701501	1.0	LS	\$3,250.00	\$3,250.00		\$1,250.00		
70102640	Traffic Control and Protection, Standard 701801	1.0	LS	\$1,250.00	\$1,250.00		\$1.00		
Z0004510	Hot-Mix Asphalt Driveway Pavement, 3"	100.0	SY	\$65.00	\$6,500.00		\$45.00		
-	General Landscape Restoration (Special)	800.0	SY	\$5.50	\$4,400.00		\$2.00		
-	Combination Concrete Curb and Gutter, Type Varies (Abutting Existing Pavement)	150.0	FT	\$25.00	\$3,750.00		\$20.00		

Total Bid: \$228,150.00

Pr
Bi
Bi

Schroeder & Sch
7306 Central Park Ave

ORDINANCE 2021-_____**AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH SCHROEDER & SCHROEDER, INC.**

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

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

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

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

SECTION 2. The Village Manager is authorized to enter into a Construction Contract with Schroeder & Schroeder, Inc. for sidewalk replacement along various Village streets at a price not to exceed \$195,295.10, 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: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Schroeder Ordinance (O-2021-13 : 2021 Sidewalk Improvements Award)



Ordinance No. O-2021-14 : 2021 Cracksealing Project Award

Recommendation of Action

Staff recommends approval.

The 2021 Cracksealing Project was bid on March 4th, 2021 and the lowest responsible and responsive bidder was Denler, Inc. Staff recommends approval of the contract to Denler, Inc. in the amount of \$49,557.24 pending Village Attorney review.

ATTACHMENTS:

- Denler Award of Bid Memo (DOCX)
- 4798.053 Bid Recommendation & Tabulation - Cracksealing (PDF)
- Denler Ordinance (DOCX)
- Contract Bid Documents

Trustee Liaison

Pike

Staff Contact

Kyle Johnson, Engineering

Monday, March 15, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 11, 2021
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: 2021 Cracksealing Project Award of Bid

The 2021 Cracksealing Project was advertised for bids and opened on March 4th, 2021. The lowest, qualified bid was in the amount of \$45,052.04 from Denler, Inc. The project includes routing and filling of cracks that are present or predicted along streets that have been resurfaced in recent years. Cracksealing as a form of early preventative maintenance has proven to significantly extend the life cycle of new payments at low costs.

Attached is a copy of the Tabulation of Bids for the program indicating the lowest, qualified bid of \$45,052.04 by Denler, Inc. Staff recommends that the Village Board award the contract to Denler, Inc. as the firm is qualified to perform the work and is the lowest bidder. 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 \$4,505.20 (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 \$45,052.04. This project is entirely funded by Illinois Motor Fuel Tax Funds (MFT).

Attachment: Denler Award of Bid Memo (O-2021-14 : 2021 Cracksealing Project Award)

March 4, 2021

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

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: 2021 Cracksealing Project
 VoBG-2021-07
 Bid Results and Recommendation for Award

Dear Mr. Johnson:

On Thursday, March 4, 2021, bid proposals for the above referenced project were received, opened, and publicly read aloud via GoToMeeting. This project includes crack routing and sealing of the pavement on various street segments throughout the Village limits.

Bid documents were solicited and available to contractors on the Village's website, and bids were received by three (3) contractors. As-read, the bid amounts ranged from \$45,052.04 to \$50,452.60; the Engineer's Opinion of Probable Cost (EOPC) was \$56,848.00. The as-read low bid of \$45,052.04 was received from Denler Inc. of Joliet, Illinois.

Denler 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 2021 Cracksealing Project to Denler Inc. in the amount of \$45,052.04.

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

Sincerely,
 GEWALT HAMILTON ASSOCIATES, INC.



Leo X. Morand, PE
 Assistant Director

Encl.: Bid Summary

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

Attachment: 4798.053 Bid Recommendation & Tabulation - Cracksealing (O-2021-14 : 2021 Cracksealing Project Award)

Client:

Project:

GHA Project No:

Village of Buffalo Grove
2021 Cracksealing Project
4798.053

Project Manager:

Bid Opening Date:

Bid Opening Location:

Leo Morand, PE
9:00 AM, March 4, 2021
Virtual (<https://global.gotomeeting.com>)

Engineer's Opinion of Probable Cost					BID TABULATION				
Item No.	Description	Quantity	Unit	Denier Inc. 20502 S Cherry Hill Road, Joliet, IL		SKC Construction Inc 695 Church Road, Elgin, IL		Patriot Pavement Maintenance 825 Seegers Road, Des Plaines, IL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
-	Crack Rouling (Pavement) and Filling	35,530.0	LBS	\$1.60	\$56,848.00	\$1.268	\$45,052.04	\$1.420	\$50,452.60
Total Bid:					\$56,848.00	\$45,052.04		\$50,452.60	
								\$50,452.6	

ORDINANCE 2021-_____**AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH DENLER, INC.**

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

WHEREAS, the Village seeks to enter into a Construction Contract with Denler, Inc. for crack routing and sealing of various Village streets,

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

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

SECTION 2. The Village Manager is authorized to enter into a Construction Contract with Denler, Inc. for crack routing and sealing of various Village streets at a price not to exceed \$49,557.24, 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: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Denler Ordinance (O-2021-14 : 2021 Cracksealing Project Award)



Ordinance No. O-2021-15 : 2021 Pavement Patching Project Award

Recommendation of Action

Staff recommends approval.

The 2021 Pavement Patching Project was bid on March 4th, 2021 and the lowest responsible and responsive bidder was Brothers Asphalt Paving Inc. Staff recommends approval of the contract to Brothers Asphalt Paving Inc. in the amount of \$305,680.54 pending Village Attorney review.

ATTACHMENTS:

- Brothers Award of Bid Memo (DOCX)
- 4798.053 Bid Recommendation & Tabulation - Pavement Patching (PDF)
- Brothers Ordinance (DOCX)
- Contract Bid Documents

Trustee Liaison

Pike

Staff Contact

Kyle Johnson, Engineering

Monday, March 15, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 11, 2021
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: 2021 Pavement Patching Project Award of Bid

The 2021 Pavement Patching Project was advertised for bids and opened on March 4th, 2021. The lowest, qualified bid was in the amount of \$277,891.40 from Brothers Asphalt Paving Inc. The project includes pavement patches of a two inch depth to be constructed on various streets within the Village 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 \$277,891.40 by Brothers Asphalt Paving Inc. Staff recommends that the Village Board award the contract to Brothers Asphalt Paving Inc. as the firm is qualified to perform the work and is the lowest bidder. 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 \$27,789.14 (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 \$277,891.40. This project is entirely funded by Illinois Motor Fuel Tax Funds (MFT).

Attachment: Brothers Award of Bid Memo (O-2021-15 : 2021 Pavement Patching Project Award)

March 4, 2021

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

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: 2021 Pavement Patching Project
 VoBG-2021-04
 Bid Results and Recommendation for Award

Dear Mr. Johnson:

On Thursday, March 4, 2021, bid proposals for the above referenced project were received, opened, and publicly read aloud via GoToMeeting. This project includes hot-mix asphalt pavement patching, and other associated improvements on various street segments throughout the Village limits.

Bid documents were solicited and available to contractors on the Village's website, and bids were received by six (6) contractors. As-read, the bid amounts ranged from \$277,891.40 to \$388,130.00; the Engineer's Opinion of Probable Cost (EOPC) was \$358,575.00. The as-read low bid of \$277,891.40 was received from Brothers Asphalt Paving, Inc. of Addison, Illinois.

Brothers Asphalt Paving, 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 2021 Pavement Patching Project to Brothers Asphalt Paving, Inc. in the amount of \$277,891.40.

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

Sincerely,
 GEWALT HAMILTON ASSOCIATES, INC.



Leo X. Morand, PE
 Assistant Director

Encl.: Bid Summary

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

Attachment: 4798.053 Bid Recommendation & Tabulation - Pavement Patching (O-2021-15 : 2021 Pavement Patching Project Award)

Client: Village of Buffalo Grove
Project: 2021 Pavement Patching Project
GHA Project No: 4798.053

				Engineer's Opinion of Probable Cost			Brothers Asphalt Paving, Inc. 315 S. Stewart Avenue, Addison, IL			JA Johnson Paving Co 1025 E. Addison Ct, Arlington Heights, IL			ChicagoLand Paving Cont 225 Telser Road, Lake	
Item No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Unit Price	
X7010216	Traffic Control and Protection, (Special)	1.0	LS	\$11,500.00	\$11,500.00	\$5,251.40	\$5,251.40	\$1,700.00	\$1,700.00	\$6,182.50	\$6,182.50			
-	Class D Patches, Type II, 2 Inch (Special)	415.0	SY	\$25.00	\$10,375.00	\$16.00	\$6,640.00	\$19.00	\$7,885.00	\$21.00	\$21.00			
-	Class D Patches, Type III, 2 Inch (Special)	1,680.0	SY	\$22.50	\$37,800.00	\$16.00	\$26,880.00	\$19.00	\$31,920.00	\$19.00	\$19.00			
-	Class D Patches, Type IV, 2 Inch (Special)	8,235.0	SY	\$20.00	\$164,700.00	\$16.00	\$131,760.00	\$17.00	\$139,995.00	\$17.50	\$17.50			
-	Longitudinal Edge Patching	6,710.0	SY	\$20.00	\$134,200.00	\$16.00	\$107,360.00	\$17.00	\$114,070.00	\$17.00	\$17.00			
Total Bid:					\$358,575.00		\$277,891.40		\$295,570.00		\$295,570.00			

ORDINANCE 2021-_____

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH BROTHERS ASPHALT PAVING, INC.

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

WHEREAS, the Village seeks to enter into a Construction Contract with Brothers Asphalt Paving, Inc. for pavement patching of various Village streets,

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

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

SECTION 2. The Village Manager is authorized to enter into a Construction Contract with Brothers Asphalt Paving, Inc. for pavement patching of various Village streets at a price not to exceed \$305,680.54, 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: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Brothers Ordinance (O-2021-15 : 2021 Pavement Patching Project Award)



Ordinance No. O-2021-16 : 2021 Vintage Street Improvements Award

Recommendation of Action

Staff recommends approval.

The 2021 Vintage Street Improvements were bid on March 4th, 2021 and the lowest responsible and responsive bidder was Arrow Road Construction Company. Staff recommends approval of the contract to Arrow Road Construction Company in the amount of \$562,658.42, pending Village Attorney review.

ATTACHMENTS:

- Arrow Award of Bid Memo (DOCX)
- VOBG 2021-06_Vintage - Bid Tabs (PDF)
- VOBG 2021-06_Vintage Letter of Recommendation (PDF)
- Arrow Ordinance (DOCX)
- Contract Bid Documents

Trustee Liaison
Pike

Staff Contact
Kyle Johnson, Engineering

Monday, March 15, 2021	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: March 11, 2021

TO: Jennifer Maltas, Deputy Village Manager

FROM: Kyle Johnson, Assistant Public Works Director

SUBJECT: 2021 Vintage Street Improvements Award of Bid

The 2021 Vintage Street Improvements were advertised for bids and opened on March 4th, 2021. The lowest, qualified base bid was in the amount of \$511,507.65 from Arrow Road Construction Company. The project includes storm sewer repairs, spot curb and sidewalk replacement and full roadway asphalt replacement.

The pavement surface on this project is past its usable life, which has created widespread loss of integrity. Simple pot hole or pavement patching no longer helps extend the life of the pavement since it is decaying rapidly throughout the area.

Attached is a copy of the Tabulation of Bids for the project indicating the lowest, total qualified bid of \$511,507.65 by Arrow Road Construction Company. Staff recommends that the Village Board award the contract to Arrow Road Construction Company as the firm is qualified to perform the work and is the lowest bidder. 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 \$51,150.77 (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 \$511,507.65. This project is entirely funded by Bonded funds, which were authorized at the May 4th, 2020 Village Board Meeting.

Attachment: Arrow Award of Bid Memo (O-2021-16 : 2021 Vintage Street Improvements Award)

Attachment: VOBG 2021-06_Vintage - Bid tabs (O-2021-16 : 2021 Vintage Street Improvements Award)

BROTHERS ASPHALT PAVING, INC				PETER BAKER & SONS CO.				J.A. JOHNSON PAVING CO				CHICAGOLAND PAVING CONTRACTORS, INC			
315 S. STEWART AVENUE ADDISON, ILLINOIS				1348 ROCKLAND ROAD LAKE BLUFF,				1025 E. ADDISON COURT ARLINGTON				225 TELER ROAD LAKE ZURICH, ILLINOIS			
Total Quantity	Unit Price	Total Cost		Total Quantity	Unit Price	Total Cost		Total Quantity	Unit Price	Total Cost		Total Quantity	Unit Price	Total Cost	
25	\$77.25	\$1,931.25		25	\$100.00	\$2,500.00		25	\$65.00	\$1,625.00		25	\$100.00	\$2,500.00	
20	\$0.11	\$2.20		20	\$55.00	\$1,100.00		20	\$50.00	\$1,000.00		20	\$0.01	\$0.20	
24	\$128.75	\$3,000.00		24	\$160.00	\$3,600.00		24	\$160.00	\$3,600.00		24	\$100.00	\$3,120.00	
44	\$10.30	\$453.20		44	\$10.00	\$440.00		44	\$25.00	\$1,100.00		44	\$10.00	\$440.00	
44	\$10.30	\$453.20		44	\$2.00	\$88.00		44	\$15.00	\$660.00		44	\$2.00	\$88.00	
44	\$10.30	\$453.20		44	\$2.00	\$88.00		44	\$30.00	\$1,320.00		44	\$2.00	\$88.00	
436	\$32.00	\$13,952.00		436	\$0.00	\$3,062.40		436	\$20.00	\$8,720.00		436	\$7.50	\$3,270.00	
265	\$40.00	\$10,600.00		265	\$29.00	\$7,420.00		265	\$37.00	\$9,805.00		265	\$20.00	\$5,300.00	
41	\$3.00	\$123.00		41	\$10.00	\$410.00		41	\$4.50	\$184.50		41	\$10.00	\$410.00	
12339	\$6.00	\$61,605.00		12339	\$5.55	\$6,481.45		12339	\$4.50	\$55,525.50		12339	\$4.00	\$49,556.00	
669	\$7.21	\$4,829.49		669	\$5.00	\$3,345.00		669	\$5.00	\$3,345.00		669	\$5.00	\$3,345.00	
4794	\$1.44	\$5,903.36		4794	\$1.00	\$4,794.00		4794	\$1.00	\$4,794.00		4794	\$1.00	\$4,794.00	
206	\$40.00	\$8,240.00		206	\$50.00	\$10,300.00		206	\$37.00	\$7,692.20		206	\$22.40	\$4,635.00	
617	\$3.00	\$1,861.00		617	\$1.00	\$617.00		617	\$1.00	\$617.00		617	\$0.50	\$308.50	
12339	\$0.50	\$6,169.50		12339	\$1.50	\$19,508.50		12339	\$0.55	\$6,786.45		12339	\$0.75	\$3,254.25	
863	\$20.60	\$17,571.80		863	\$20.00	\$17,092.00		863	\$19.50	\$16,780.50		863	\$10.00	\$8,630.00	
8329	\$30.10	\$252.90		8329	\$0.01	\$30.29		8329	\$0.01	\$30.29		8329	\$0.01	\$30.29	
59	\$54.70	\$3,227.30		59	\$50.00	\$3,640.00		59	\$50.00	\$3,640.00		59	\$55.50	\$5,221.50	
59	\$14.42	\$852.78		59	\$12.00	\$708.00		59	\$13.00	\$767.00		59	\$15.00	\$885.00	
4335	\$6.18	\$26,760.30		4335	\$6.00	\$26,010.00		4335	\$6.00	\$26,010.00		4335	\$7.00	\$30,345.00	
120	\$35.05	\$4,326.00		120	\$30.00	\$3,600.00		120	\$30.00	\$3,600.00		120	\$45.80	\$5,616.00	
55	\$20.60	\$1,153.00		55	\$15.00	\$840.00		55	\$15.00	\$840.00		55	\$13.00	\$728.00	
4	\$624.50	\$1,206.00		4	\$765.00	\$3,140.00		4	\$765.00	\$3,140.00		4	\$825.00	\$3,300.00	
669	\$32.86	\$22,050.24		669	\$31.00	\$20,719.00		669	\$37.00	\$20,733.00		669	\$37.40	\$25,057.60	
1729	\$77.00	\$133,133.00		1729	\$69.00	\$117,572.20		1729	\$72.00	\$124,488.20		1729	\$75.00	\$129,675.00	
1391	\$75.25	\$105,301.25		1391	\$72.00	\$99,432.00		1391	\$75.00	\$104,865.00		1391	\$82.00	\$117,682.00	
8	\$100.00	\$800.00		8	\$100.00	\$800.00		8	\$200.00	\$1,600.00		8	\$75.00	\$600.00	
24	\$669.50	\$16,068.00		24	\$850.00	\$20,400.00		24	\$850.00	\$20,400.00		24	\$670.00	\$16,080.00	
10	\$560.50	\$5,605.00		10	\$460.00	\$4,600.00		10	\$460.00	\$4,600.00		10	\$560.00	\$5,600.00	
6	\$1,297.50	\$6,437.50		6	\$1,100.00	\$5,600.00		6	\$1,100.00	\$5,600.00		6	\$1,300.00	\$6,600.00	
1900	\$40.41	\$91,979.00		1900	\$25.00	\$47,500.00		1900	\$25.00	\$47,500.00		1900	\$48.50	\$96,150.00	
95	\$70.60	\$1,791.00		95	\$20.00	\$1,700.00		95	\$45.75	\$3,886.75		95	\$24.00	\$2,040.00	
15	\$69.01	\$1,035.15		15	\$67.00	\$1,005.00		15	\$65.50	\$987.50		15	\$80.00	\$1,200.00	
52	\$12.88	\$665.76		52	\$12.00	\$624.00		52	\$12.00	\$624.00		52	\$25.00	\$1,300.00	
1	\$3,287.00	\$3,287.00		1	\$4,000.00	\$4,000.00		1	\$4,000.00	\$4,000.00		1	\$2,500.00	\$2,500.00	
5	\$251.50	\$1,262.50		5	\$300.00	\$1,500.00		5	\$300.00	\$1,500.00		5	\$150.00	\$750.00	
1	\$3,034.85	\$3,034.85		1	\$2,095.00	\$2,095.00		1	\$2,095.00	\$2,095.00		1	\$1,500.00	\$1,500.00	
1	\$5,700.00	\$5,700.00		1	\$16,007.00	\$16,007.00		1	\$27,700.00	\$27,700.00		1	\$27,347.75	\$27,347.75	
				</											



March 5, 2021

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

Re: 2021 Vintage Street Improvements
VOBG 2021-06

Subject: ***Bid Acceptance Recommendation***

Dear Mr. Johnson:

As you are aware, the Vintage Street Improvement VOBG 20210-06 bid opening was held on Thursday March 4, 2021. Seven (7) bids were received with Arrow Road Construction Company as the apparent low bidder. Upon reviewing all bid results and in particular Arrow Road Construction Company's we concur that they are the low bidder.

BLA, Inc has worked with Arrow Road Construction Company on past similar projects with no issues or concerns that would disqualify them from being awarded. Even more so, BLA, Inc. has worked with Arrow Road Construction Company on the Village of Buffalo Grove's last years VOBG 2020-10 Apple Hill / Tenerife Street Improvement Project. Mr. Jon Daly, the Resident Engineer on the Vintage project, was also the Resident Engineer on the Apple Hill / Tenerife Project, which provides continuity to this project. For these reasons we have no objections and recommend awarding the Vintage Street Improvement Project (VOBG 2021-06) contract to Arrow Road Construction Company.

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

Sincerely,

BLA, INC.

Matthew Cesario, P.E.
Project Manager

Attachment: VOBG 2021-06_Vintage Letter of Recommendation (O-2021-16 : 2021 Vintage Street Improvements Award)

ORDINANCE 2021-_____**AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT WITH ARROW ROAD CONSTRUCTION COMPANY**

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

WHEREAS, the Village seeks to enter into a Construction Contract with Arrow Road Construction Company for street rehabilitation along various Village streets in the Vintage neighborhood,

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

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

SECTION 2. The Village Manager is authorized to enter into a Construction Contract with Arrow Road Construction Company for street rehabilitation along various Village streets in the Vintage neighborhood at a price not to exceed \$562,658.42, 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: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Arrow Ordinance (O-2021-16 : 2021 Vintage Street Improvements Award)