



Meeting of the Village of Buffalo Grove
Village Board
Rescheduled Regular Meeting
February 22, 2022 at 7:30 PM

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

1. Call to Order

- A. Pledge of Allegiance

2. Approval of Minutes

- A. Village Board - Rescheduled Regular Meeting - Jan 18, 2022 7:30 PM
B. Village Board - Special Meeting - Jan 31, 2022 6:00 PM
C. Village Board - Committee of the Whole - Feb 7, 2022 7:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1338 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

5. Village Manager's Report

- A. Public Works Employee of the Year (Trustee Stein) (Staff Contact: Michael Skibbe)
B. CRS 2022 Annual Recertification (Trustee Johnson) (Staff Contact: Darren Monico)

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 for 2022 National Engineers Week (Trustee Johnson) (Staff Contact: Darren Monico)

SUMMARY: A Proclamation recognizing National Engineers Week, February 20-26, 2022.

- B. Waive of Bids - Portable Radio Purchase (Trustee Johnson) (Staff Contact: Mike Baker)

SUMMARY: Staff recommends that the Village Board waive bids and authorize staff to purchase the above mentioned replacement equipment at a total not to exceed amount of \$54,302.28 from Motorola Solutions.

- C. Authorization to Bid Fuel Island Decommissioning (Trustee Stein) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff seeks authorization to bid the Fuel Island decommissioning at the Public Works facility.

- D. R-2022-1 A Resolution Reallocating the 2022 Volume Cap to the Village of Buffalo Grove (Trustee Pike) (Staff Contact: Nicole Woods)
- SUMMARY: The Village is the host of the Private Activity Bond Clearinghouse for Lake County. This is the annual Resolution that transfers the Village's Volume Cap to the Clearinghouse.
- E. O-2022-14 Award of Bid Facility Services (Trustee Stein) (Staff Contact: Tom Wisniewski)
- SUMMARY: Staff recommends that the Village Board authorize the Village Manager to execute a contract with Cintas Corporation at a price not to exceed \$49,710.80 for a three-year contract in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and approval by the Village Attorney.
- F. O-2022-15 An Ordinance Amending Chapter 5.20 - Liquor Controls (President Sussman) (Staff Contact: Jessie Brown)
- SUMMARY: The Class A liquor license issued to Select Restaurant, Inc. d/b/a Countyline Tavern at 800 Lake Cook Road is hereby rescinded. The business has closed.
- G. O-2022-16 Water and Weigh Station Design (Trustee Stein) (Staff Contact: Kyle Johnson)
- SUMMARY: Staff recommends approval of the Gewalt Hamilton Associates design engineering contract for a Water and Weigh Station in an amount not to exceed \$34,500.00, pending legal review, subject to review and approval by Village Attorney.
- H. O-2022-17 Radio Network Communications (Trustee Stein) (Staff Contact: Tom Wisniewski)
- SUMMARY: Staff recommends that the Village Board authorize the Village Manager to purchase radio network equipment and installation services from Urban Communications Inc., at a total price not to exceed \$37,547.00, pending review and approval of an agreement by the Village Attorney.
- I. O-2022-18 Ordinance Authorizing the Waiver of Bids and Authorization to Purchase Liquid De-Icing "Beet Heet" (Trustee Stein) (Staff Contact: Tom Wisniewski)
- SUMMARY: Staff requests authorization to waive bids and purchase "Beet Heet" from K-Tech Specialty products at a price not to exceed \$52,000.00 per year for snow removal operations in 2022 & 2023.
- J. O-2022-19 SCADA Technology Improvements (Trustee Smith) (Staff Contact: Kyle Johnson)
- SUMMARY: Staff recommends approval of the C2Wise support services contract for various SCADA technological improvements, subject to review and approval by Village Attorney. Based upon the scope of work the total value of this contract is a not to exceed amount of \$45,000.
- K. O-2022-20 Purchase of Vehicle (Trustee Stein) (Staff Contact: Tom Wisniewski)
- SUMMARY: The Village Board authorizes the Village Manager to purchase a replacement vehicle in an amount not to exceed \$35,000.00 pending review and approval by the Village attorney.
- L. O-2022-29 Ordinance Authorizing the Purchase of Wireless Access Point Improvements (Trustee Smith) (Staff Contact: Tom Wisniewski)
- SUMMARY: Staff recommends the Village Board Authorize the Village Manager to purchase Hewlett Packard Wireless Access Point (WAP) equipment and support services in an amount not to exceed \$31,941.00 from SHI

9. Ordinances and Resolutions

- A. O-2022-21 Ordinance Approving a Memorandum of Understanding (MOU) Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association (Trustee Johnson) (Staff Contact: Arthur Malinowski)
- B. O-2022-22 Ordinance Regarding a Covid-19 Vaccination Policy for the Village of Buffalo Grove (President Sussman) (Staff Contact: Dane Bragg)
- C. O-2022-23 Authorization of the Village Manager to Enter into a Collective Bargaining Agreement and Memorandum of Understanding with the Metropolitan Alliance of Police, Police Patrol Officer Chapter #672 (Trustee Smith) (Staff Contact: Dane Bragg)
- D. O-2022-24 Award of Bid Tree Planting (Trustee Stein) (Staff Contact: Tom Wisniewski)
- E. O-2022-25 Award of Bid Landscaping ROW & Median Maintenance Services (Trustee Stein) (Staff Contact: Tom Wisniewski)
- F. O-2022-26 Ordinance Authorizing the Purchase of Replacement Police Vehicles through the Suburban Purchasing Cooperative (Trustee Johnson) (Staff Contact: Tom Wisniewski)
- G. O-2022-27 Ordinance Authorizing an Engineering Agreement with Chastain & Associates, LLC. for a Pavement Condition Survey (Trustee Stein) (Staff Contact: Kyle Johnson)
- H. O-2022-28 Ordinance Authorizing the Purchase of an Ambulance from Foster Coach Sales Inc. (Trustee Johnson) (Staff Contact: Mike Baker)
- I. O-2022-30 Ordinance Authorizing an Intergovernmental Agreement with the County of Lake Relating to the Resale of Water to Unincorporated Neighbors (Trustee Stein) (Staff Contact: Darren Monico)
- J. O-2022-31 Ordinance Authorizing an Intergovernmental Agreement with the County of Lake for a Sanitary Sewer Agreement (Trustee Stein) (Staff Contact: Darren Monico)
- K. O-2022-32 Ordinance Authorizing Execution of a Termination Agreement to the Water Analytics Pilot Programs Services Agreement (Trustee Stein) (Staff Contact: Michael Skibbe)
- L. O-2022-33 Ordinance Allowing an Existing Driveway to Exceed the Maximum Coverage at 811 Summer Ct. (Trustee Pike) (Staff Contact: Nicole Woods)

10. Unfinished Business

11. New Business

- A. Pre-Application Discussion- Proposed Multi-Family Development at 16606 W Highway 22, Prairie View (Trustee Pike) (Staff Contact: Nicole Woods)

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 5 minutes and should be limited to concerns or comments regarding issues that are relevant to Village business. All members of the public addressing the Village Board shall maintain proper decorum and refrain from making disrespectful remarks or comments relating to individuals. Speakers shall use every attempt to not be repetitive of points that have

been made by others. The Village Board may refer any matter of public comment to the Village Manager, Village staff or an appropriate agency for review.

13. Executive Session

- A. Executive Session - Section 2(C)(5) of the Illinois Open Meetings Act: (5) 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. (President Sussman) (Staff Contact: Dane Bragg)

14. Adjournment

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

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

**MINUTES OF THE RESCHEDULED REGULAR MEETING OF THE VILLAGE
PRESIDENT & BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD VIA
AUDIO/VIDEO CONFERENCING, TUESDAY, JANUARY 18, 2022**

CALL TO ORDER

President Sussman called the meeting to order at 7:30 P.M. This meeting is being conducted by audio/video conference, pursuant to the finding of the Village President, in accordance with the Open Meetings Act, that it is not practical or prudent to meet in person. Those present pledged allegiance to the Flag.

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, 50 Raupp Boulevard, Buffalo Grove, Illinois.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Art Malinowski, Director of Human Resources; Chris Black, Director of Finance; Evan Michel, Management Analyst; Nicole Woods, Director of Community Development; Kyle Johnson, Assistant Director of Public Works; Tom Wisniewski, Buyer; Brett Robinson, Administrative Services Director; and Angela Buter, Permit Coordinator.

APPROVAL OF MINUTES

Moved by Ottenheimer, seconded by Weidenfeld, to approve the minutes of the January 3, 2022 Regular Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

WARRANT #1337

Mr. Black read Warrant #1337. Moved by Johnson, seconded by Weidenfeld, to approve Warrant #1337 in the amount of \$2,628,320.62 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

On behalf of the **Wheeling Township 708 Board**, Arlen Gould made a presentation reviewing how the 708 Board, once established, will allocate funds for local agencies that provide services for people living with mental health difficulties, developmental disabilities and/or substance use problems. Members of the 708 Board are appointed by the local township government and the Board is created by referendum. The referendum on establishing a 708 Board for Wheeling Township is planned for November 2022.

Lorri Grainawi explained why she became involved with this project after her son was diagnosed with mental health issues and ultimately died as a result. Mrs. Grainawi then reviewed a PowerPoint presentation further detailing the role of a 708 Board.

Hugh Brady also commented on the structure and purpose of the 708 Board.

Minutes Acceptance: Minutes of Jan 18, 2022 7:30 PM (Approval of Minutes)

Mr. Gould stated that the reason for their presentation tonight is to advocate the Village Board to support this project.

Mr. Gould, Mrs. Grainawi and Mr. Brady then answered questions from the Village Board.

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

NAYS: 0 – None

Motion declared carried.

VILLAGE MANAGER'S REPORT

Ms. Woods introduced our new Community Development **Permit Coordinator**, Angela Butler, and welcomed Angela to the Village of Buffalo Grove. Ms. Butler thanked everyone for the welcome and noted that she is excited to be a part of the Buffalo Grove family.

Mr. Bragg provided an update on Buffalo Grove's **COVID Mitigation** measures. Following Board discussion, it was determined that the first meeting in February will be remote, at which time a decision will be made as to future meetings.

PUBLIC HEARING ANNEXATION AGREEMENT

President Sussman called the Public Hearing for an Annexation Agreement for the property at 15989 and 16051 Deerfield Parkway to order at 8:15 P.M. Notice of Public Hearing was published in the *Daily Herald* on December 31, 2021.

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

Ms. Woods provided an overview of the proposed Annexation Agreement, details of which are contained in her memo to the Board of January 13, 2022.

President Sussman swore in Lawrence Freedman, attorney for the developer, to give testimony.

Lawrence Freedman, Ash, Anos, Freedman & Logan, LLC, 95 Revere Drive, Northbrook, IL 60062, assured the Board that the Annexation Agreement incorporates all the requirements of the Village, as well as the recommendations of the Planning & Zoning Commission.

President Sussman swore in Michael Zaransky, founder and managing principal, to give testimony.

Mr. Zaransky then gave an introduction of their firm, discussing the intention of the site and the work that has been done with Village staff.

Staff then answered questions from the Board

President Sussman asked if there were any comments or questions from the audience; there were none.

At 8:23 P.M., President Sussman stated that the Public Hearing will remain open until the Village Board takes action on the Annexation Agreement later in the agenda.

REPORTS FROM TRUSTEES

There are no reports from Trustees tonight.

Minutes Acceptance: Minutes of Jan 18, 2022 7:30 PM (Approval of Minutes)

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 – Health for Humanity

Motion to approve a Proclamation recognizing the Health for Humanity Yogathon organized by Hindu Swayamsevak Sangh USA.

Maintenance & Repair Services

Motion to approve rejection of proposals for Fleet Maintenance & Repair Services; based on the review of the proposals, staff recommends the rejection of proposals for the Fleet Maintenance & Repair Services project.

Ordinance No. 2022-8 – AECOM Water Model

Motion to pass Ordinance No. 2022-8, AECOM Water Model Update Engineering Services. Staff seeks authorization to execute an agreement with AECOM Technical Services for professional engineering services to complete routine updates to the Water Model completed in 2019 in an amount not to exceed \$25,000.00 in total over the next 5 years.

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

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-9 – COVID 19 VACCINATION POLITY

Mr. Bragg reviewed the mandatory COVID Vaccine Policy implemented on January 3, 2022. Staff is seeking direction as to whether the Board wishes this policy to apply to all elected officials, appointed officials, consultants and volunteers of the Village, details of which are contained in his memo of January 13, 2022 to the Board.

Moved by Smith, seconded by Weidenfeld, to pass Ordinance No. 2022-9, regarding a COVID 19 Vaccination Policy for the Village of Buffalo Grove.

Lengthy Board discussion followed on the pros and cons of such an ordinance, as well as the implementation and consequences of such an ordinance.

Upon roll call, Trustees voted as follows:

AYES: 2 – Weidenfeld, Smith

NAYS: 4 – Stein, Ottenheimer, Johnson, Pike

Motion defeated.

It was suggested that staff bring back one proposed ordinance only applying to elected officials and another applying to vendors.

ORDINANCE NO. 2022-10 – ANNEXATION AGREEMENT

Moved by Johnson, seconded by Weidenfeld, to pass Ordinance No. 2022-10, approving an Annexation Agreement for the property at 15989 and 16051 Deerfield Parkway in accordance with the materials provided for the Public Hearing portion of this meeting.

Ms. Woods reviewed the proposed ordinance, details of which are contained in her memo to the Board of January 13, 2022.

At approximately 9:10 P.M., Trustee Smith logged off due to technical difficulties.

Upon roll call, Trustees voted as follows:

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

Moved by Johnson, seconded by Stein, to close the Public Hearing. Upon roll call, Trustees voted as follows:

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

The Public Hearing was closed at 9:12 P.M.

ORDINANCE NO. 2022-11 - ANNEXATION

Moved by Johnson, seconded by Weidenfeld, to pass Ordinance No. 2022-11, annexing the property at 15989 and 16051 Deerfield Parkway in accordance with the materials provided for the Public Hearing portion of this meeting. Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2022-12 – ZONING

Moved by Johnson, seconded by Ottenheimer, to pass Ordinance No. 2022-12, approving a rezoning and residential PUD for the property at 15989 and 16051 Deerfield Parkway in accordance with the materials provided for the Public Hearing portion of this meeting. Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2022-13 – VILLAGE CODE

Moved by Pike, seconded by Johnson, to pass Ordinance No. 2022-13, amending Title 19 of the Village Code.

Mr. Stilling reviewed the proposed ordinance, details of which are contained in his memo of January 13, 2022 to the Board.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSENT: 1 – Smith

Motion declared carried.

2022 BUFFALO GROVE DAYS

Moved by Ottenheimer, seconded by Pike, to approve the Memorandum of Understanding with the Buffalo Grove Park District for Buffalo Grove Days 2022 in accordance with the materials contained in Board packets.

Mr. Skibbe reviewed the proposed Memorandum of Understanding, details of which are contained in his memo to the Board of January 18, 2022.

Board discussion ensued as to the apparent diminished roles of other committees and entities, as well as diminished financial resources.

Mr. Skibbe emphasized that it is important to get the Memorandum of Understanding with the Park District approved tonight so that they may go ahead with obtaining sponsorships. Mr. Skibbe also reviewed the proposed roles for the Buffalo Grove Days Committee and volunteers, noting that the Committee and the volunteers will still be a vital part of the festival.

Trustee Smith was able to rejoin the meeting at approximately 9:25 P.M.

Paulette Greenberg, Co-Chair of the Buffalo Grove Days Committee, stated that the discussion at their meeting two weeks ago was that the Committee would work with the Park District for entertainment and food vendors, but the agreement states that the Park District is responsible for food and entertainment. This agreement makes it appear that the Committee is left with nothing. Funding for the parade is also diminished.

Bradley Schencker noted that the Chamber of Commerce is looking forward to being a partner in whatever way they can, and they would love to have the opportunity to run the Beer Tent and wants to work to make this event a success for the entire community.

Mr. Skibbe responded to Ms. Greenberg's concerns, noting that the intent is to clarify and solidify the roles for the Committee to set a better structure for them.

Mr. Skibbe clarified that this Memorandum of Understanding merely states that there is an agreement with the Village because there is a 50/50 cost sharing between the Village of Buffalo Grove and the Buffalo Grove Park District.

Trustee Smith wants to be sure that the Chamber of Commerce has a part in the event because a great deal of their annual revenue comes from this event.

Upon roll call, Trustees voted as follows on the motion:

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

NAYS: 1 – Stein

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.

Larry D. commented on the vaccine policy and noted that he disagrees with the decision.

EXECUTIVE SESSION

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

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

The Board moved to Executive Session from 10:07 P.M. until 10:26 P.M.

ADJOURNMENT

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

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

NAYS: 0 – None

Motion declared carried.

The Rescheduled Regular Meeting was adjourned at 10:07 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 22nd DAY OF February 2022

Village President

Minutes Acceptance: Minutes of Jan 18, 2022 7:30 PM (Approval of Minutes)

**MINUTES OF THE SPECIAL MEETING OF THE VILLAGE PRESIDENT & BOARD OF TRUSTEES
OF THE VILLAGE OF BUFFALO GROVE HELD VIA AUDIO/VIDEO CONFERENCING,
MONDAY, JANUARY 31, 2022**

CALL TO ORDER

President Sussman called the meeting to order at 6:00 P.M. This meeting is being conducted by audio/video conference, pursuant to the finding of the Village President, in accordance with the Open Meetings Act, that it is not practical or prudent to meet in person. Those present pledged allegiance to the Flag.

ROLL CALL

Roll call indicated the following present via audio/video conferencing: President Sussman; Trustees Stein, Ottenheimer, Weidenfeld, Johnson, and Pike. Dane Bragg, Village Manager, was physically present at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois. Trustee Smith arrived at 6:04 P.M.

Also present via audio/video conference were: Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Art Malinowski, Director of Human Resources; Evan Michel, Management Analyst; Police Chief Casstevens and Fire Chief Baker.

QUESTIONS FROM THE AUDIENCE

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

EXECUTIVE SESSION

Moved by Stein, seconded by Johnson, to adjourn the Regular Meeting and move to Executive Session to discuss **Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, including hearing testimony on a complaint lodged against an employee of the Public Body or against Legal Counsel for the Public Body to determine its validity; and Section 2(C)(2) of the Illinois Open Meetings Act: Collective Negotiating Matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.**

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

The Board moved to Executive Session from 6:07 P.M. until 6:48 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 22nd DAY OF February 2022

Village President

**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE BOARD OF
THE VILLAGE OF BUFFALO GROVE HELD VIA AUDIO/VIDEO CONFERENCING
MONDAY, FEBRUARY 7, 2022**

CALL TO ORDER

President Sussman called the meeting to order at 7:35 P.M. This meeting is being conducted by audio/video conference, pursuant to the finding of the Village President, in accordance with the Open Meetings Act, that it is not practical or prudent to meet in person. Those present pledged allegiance to the Flag.

ROLL CALL

Roll call indicated the following present via audio/video conferencing: President Sussman; Trustees Ottenheimer, Weidenfeld, Johnson, and Pike. Trustee Stein was physically present at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois.

Also present via audio/video conference were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Evan Michel, Management Analyst; Darren Monico, Village Engineer; Kyle Johnson, Assistant Director of Public Works; and Brett Robinson, Administrative Services Director.

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

INFRASTRUCTURE REPORT CARD

Mr. Monico reviewed the Infrastructure Report Card, highlighting the grades for each infrastructure asset class.

The five key takeaways from this Report Card are:

- Continued investment in asset replacement will improve infrastructure grades and system reliability.
- The Village has made significant progress in developing dedicated funding streams for infrastructure replacement.
- Where possible, the Village will continue to move from a debt-financed to cash-financed strategy for asset replacement.
- The Village should prioritize additional funding streams to specific asset classes where grades are below average and/or insufficient resources are available.
- Leveraging additional funding streams such as state/federal grant and loan programs will assist the Village in meeting its infrastructure goals.

Mr. Bragg commented on the process getting to this point.

GREEN INFRASTRUCTURE – NATURALIZED AREAS

Mr. Johnson and Jeff Weiss, Living Lands Conservation Company, reviewed a PowerPoint presentation depicting an overview of the naturalized area inventory and maintenance planning efforts underway by the Forestry and Grounds section of Public Works.

SERVICE DELIVERY COMMUNICATION

Mr. Monico reviewed Buffalo Grove's service delivery communication improvements, details of which are contained in his memo to Mr. Bragg of January 19, 2022.

CODE REVIEW – TITLE 3

Mr. Robinson provided an overview of the proposed changes to Title 3 of the Buffalo Grove Municipal Code, details of which are contained in the memo from him and Jessie Brown to Mr. Bragg of January 27, 2022.

COVID-19 MITIGATION MEASURES

In seeking direction from the Village Board regarding continuation of remote public meetings. Mr. Michel reviewed a PowerPoint presentation showing current COVID-19 data, the positions of surrounding municipalities, as well as other decision factors.

After discussion, it was determined that the Village Board will return to in-person meetings beginning with the February 22, 2022 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 MEETING/ADJOURNMENT

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

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

The Regular Meeting was adjourned at 8:50 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 22nd DAY OF February 2022

Village President

Minutes Acceptance: Minutes of Feb 7, 2022 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1338****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1338 \$5,980,454.91.

ATTACHMENTS:

- W #1338 Summary (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Tuesday, February 22, 2022

VILLAGE OF BUFFALO GROVE WARRANT #1338
21-Feb-22

General Fund:	1,651,039.86
Parking Lot Fund:	6,526.30
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	38,516.03
Capital Projects-Vehicles/Equipment:	7,529.12
Capital Projects-Streets:	97,894.80
Health Insurance Fund:	0.00
Facilities Development Debt Service Fund:	0.00
Retiree Health Savings (RHS):	90,516.76
Water Fund:	381,378.83
Buffalo Grove Golf Fund:	6,599.15
Arboretum Golf Fund:	222,333.85
Refuse Service Fund:	92,147.50
Information Technology Internal Service Fund:	148,446.43
Central Garage Internal Service Fund:	141,941.06
Building Maintenance Internal Service Fund:	97,036.97
	<u>2,981,906.66</u>
PAYROLL PERIOD ENDING 01/20/2022	1,014,211.25
PAYROLL PERIOD ENDING 02/03/2022	1,012,774.92
PAYROLL PERIOD ENDING 02/17/2022	971,562.08
	<u>2,998,548.25</u>
TOTAL WARRANT #1338	<u><u>5,980,454.91</u></u>

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

 Village Clerk

 Village President

Attachment: W #1338 Summary (Approval of Warrant #1338)



Information Item : Public Works Employee of the Year

Recommendation of Action

Staff recommends presentation.

Public Works Employee of the Year will be presented to Ted Sianis, Civil Engineer II.

Trustee Liaison

Stein

Staff Contact

Michael K Skibbe, Public Works

Tuesday, February 22, 2022



Information Item : CRS 2022 Annual Recertification

Recommendation of Action

No action is needed.

The Village participates in the Community Rating System (CRS) by the National Flood Insurance Program (NFIP). As part of this participation, certain documents are required to be supplied to the community's governing board. These documents will also be made available on the Village website.

ATTACHMENTS:

- CRS 2022 Recert memo 22-0204 (DOCX)
- Buffalo Grove IL 2022 Recert Packet (1-27-2022) (PDF)
- Progress Report ANHMP (PDF)
- VBG rep loss Letter 2022 (PDF)

Trustee Liaison

Johnson

Staff Contact

Darren Monico, Public Works

Tuesday, February 22, 2022

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: February 16, 2022
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: CRS Annual Recertification

As of October 2021, the Village participates in the Community Rating System (CRS) by the National Flood Insurance Program (NFIP). As part of this participation, certain documents are required to be supplied to the community's governing board. These documents are listed below and will also be made available on the Village website as part of the requirements of the program. There is no action that needs to be taken by the Board at this time.

Documents required by the NFIP as part of the Community Rating System:

- FEMA form CC-213 Recertification
- Annual progress report of Action Items for Lake County All Natural Hazards Mitigation Plan
- Repetitive loss area letter

Attachment: CRS 2022 Recert memo 22-0204 (CRS 2022 Annual Recertification)

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

5.B.b

CRS COMMUNITY CERTIFICATIONS

OMB Control Number: 1660-0188
Expiration: 10/31/2020

Community Buffalo Grove, Village of State IL CID 170068
(6-digit NFIP Community Identification Number)

Note: Please cross out any incorrect items, below, as needed, and insert the updated information.

CC-213 Recertification

Recertification due date 2/1/2022

Chief Executive Officer		CRS Coordinator	
Name	<u>Dane Bragg</u>		<u>Darren Monico, F</u>
Title	<u>Village Manager</u>		<u>Village Engine</u>
Address	<u>50 Raupp Blvd Buffalo Grove, IL 60089</u>		<u>51 Raupp Bl Buffalo Grove, IL 6008</u>
Phone number	<u>847-459-2500</u> Please Provide		<u>(847) 459-25</u>
E-mail address	<u>dbragg@vbg.org</u>		<u>dmonico@vbg.org</u>

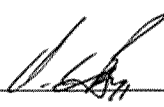
I hereby certify that Village of Buffalo Grove [community name] is implementing the following activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are in full compliance with the minimum requirements of the NFIP and understand that we must remain in full compliance with the minimum requirements of the NFIP. We understand that at any time we are not in full compliance, we will retrograde to a CRS Class 10.

I hereby certify that we will continue to maintain FEMA Elevation Certificates on all new buildings and substantial improvements constructed in the Special Flood Hazard Area following the date at which we joined the CRS.

I hereby certify that if there are one or more repetitive loss properties in our community that we must take certain actions that include reviewing and updating the list of repetitive loss properties, mapping repetitive loss areas, describing the cause of the losses, and sending outreach project to those areas each year, and if we have fifty (50) or more unmitigated repetitive loss properties we must earn credit under Activity 510 (Floodplain Management Planning) for either a repetitive loss area analysis (RLAA) or a floodplain management plan (FMP).

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force flood insurance policies for insurable buildings owned by us and located in the Special Flood Hazard Area (SFHA) shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the SFHA is reduced by the amount of National Flood Insurance Program (NFIP) flood insurance coverage (structure and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signature  (Chief Executive Officer)

Date 01/21/2022

CC-213-1

[continued on next page]

Community Buffalo Grove, Village of State IL CID 170068
 (6-digit NFIP Community Identification Number)

CRS Program Data Table	A. In the SFHA	B. In a regulated floodplain outside the SFHA	C. In the rest of the community
1. Last report's number of buildings in the SFHA (bSF) (line 6, last report)	90		
2. Number of new buildings constructed since last report	+ 0		
3. Number of buildings removed/demolished since last report	- 0		
4. Number of buildings affected by map revisions since last report (+ or -)	0		
5. Number of buildings affected by corporate limits changes (+ or -)	0		
6. Current total number of buildings in the SFHA (bSF) (total lines 1-5)	90		
7. Number of substantial improvement/damage projects since last report	0		
8. Number of repetitive loss properties mitigated since last report	0		
9. Number of LOMRs and map revisions (not LOMAs) since last report	0		
10. Acreage of the SFHA (aSFHA) as of the last report (line 13, last report)	456.4		
11. Acreage of area(s) affected by map revisions since last report (+ or -)	0		
12. Acreage of area(s) affected by corporate limits changes (+ or -)	0		
13. Current acreage of the SFHA (total lines 10-12)	456.4		
14. Primary source for building data:	GIS - ESRI - arcGIS - Building & Zoning Database		
15. Primary source for area data:	GIS - ESRI - arcGIS		
16. Period covered:	August 13, 2020 to January 10, 2021	Current FIRM date	September 18, 2013
<i>If available, the following data would be useful:</i>			
17. Number of new manufactured homes installed since last report	0	0	0
18. Number of other new 1 -4 family buildings constructed since last report			
19. Number of all other buildings constructed/installed since last report			

Comments:

(Please note the number of the line to which the comment refers.)

Community Buffalo Grove, Village of State IL CID 170068
(6-digit NFIP Community Identification Number)

Instructions

At the first verification visit after the effective date of the 2013 *CRS Coordinator's Manual*, ONLY LINES 6 AND 13 NEED TO BE COMPLETED. These lines form the baseline data about the number of buildings and area of the SFHA for when the table is completed as part of the next annual recertification. The "period covered" entered in line 16 is the date that lines 6 and 13 are first completed. At all subsequent annual recertifications and cycle verification visits, the entire table is completed. The information in lines 6 and 13 from the last report is transferred to lines 1 and 10 in the next report.

Instructions for the Columns

Column A numbers are for the SFHA (the A and V Zones shown on the Flood Insurance Rate Map) (FIRM)). Use the FIRM currently in effect, not a draft or pending revision.

Column B is completed only if the community receives CRS credit for regulating floodplain development outside the SFHA under Activity 410 (Floodplain Mapping) or Activity 430 (Higher Regulatory Standards).

Column C numbers help relate what happens in the floodplain to what is happening in the rest of the community. Enter "0" if there are no numbers to report for this period. Do not leave a cell blank. Do not fill in the shaded boxes.

Instructions for the Lines

Lines 1-7 deal with buildings.

- o Section 301.a of the *CRS Coordinator's Manual* defines what constitutes a "building" and lists examples of structures that are not counted as "buildings" by the CRS.
- o Section 302.a of the *CRS Coordinator's Manual* describes how the CRS counts buildings. For example, accessory structures are not counted.
- o As noted in Section 302.a, to determine building counts, communities may use any method that yields reasonably good estimates of the number of buildings. Examples of acceptable methods are listed in Section 302.a. Precision is less important for large numbers. For example, the impact of the numbers will not change much if there are 10,000 buildings or 10,100 buildings.
- o If a building is out of the SFHA, but in a parcel that is partly in the SFHA, it is not counted in column A --In the SFHA.
- o In line 14, note how the building counts were obtained or estimated. Use the comments area, if needed.

Line 4 refers to map revisions. These include physical map revisions, Letters of Map Revision (LOMR), and Letters of Map Amendment (LOMA). If a building is removed from the SFHA by FEMA through a LOMA, but the community still administers its floodplain management regulations on the property, the building should not be included in the line 4 count in column A --In the SFHA. However, communities that still regulate areas removed by LOMAs can receive credit under Activities 410 or 430. If the community is receiving such credit, the building should be counted under column B --In a regulated floodplain outside the SFHA.

Line 7 is for the total number of buildings that were substantially improved plus the number of buildings that were substantially damaged during the period covered.

Lines 10 -13 deal with areas.

- o These areas are based on the areas shown on the community's FIRM including LOMRs or LOMAs. Section 403.b discusses those portions of the SFHA that are subtracted from the area of the SFHA to calculate the community's aSFHA used in credit calculations.
- o Section 403.e of the *CRS Coordinator's Manual* discusses calculating areas for CRS purposes.
- o Section 403.e notes that communities "should not spend an inordinate amount of time measuring areas." As with buildings, communities may use any method that yields reasonably good estimates. Examples of acceptable approaches are listed in Section 403.e.
- o Line 13 asks for the current acreage of the SFHA. The best source for this number is a GIS layer that shows the SFHA. If the community does not have GIS, the county, regional agency, or state NFIP mapping office may have SFHA layers and may be able to provide the data. If the community has a relatively recent FIRM, the study contractor or consulting engineer may have the data.
- o In line 15, note how the area calculations were obtained or estimated. Use the comments area, if needed.

Lines 17 -19 are voluntary, if the numbers are readily available.

- o Line 17 includes replacing an existing manufactured home with a new one. The newly placed manufactured home is counted as a new post-FIRM, building.
- o The total of lines 17 -19 should equal the value entered in line 2.

CC-213-3

Community Buffalo Grove, Village of State IL CID 170068
 County Cook, Lake

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Your community has been verified as receiving CRS credit for the following Activities.

- If your community is still implementing these activities the CRS coordinator is required to put his or her initials in the blank (do not use a checkmark or an "X") and **attach** the appropriate items. A blank with no initials indicates you are not implementing that Activity anymore, and will result in loss of points (and possible CRS Class).
- If the word "**attached**" is used you must provide the requested documentation for that Activity. If no documentation has been acquired for that Activity, please explain why there is no documentation from the past year.

DM 310 EC: We are maintaining Elevation Certificates, Floodproofing Certificates, Basement Floodproofing Certificates, V Zone design certificates and engineered opening certificates on all new construction and substantially improved buildings in our Special Flood Hazard Area (SFHA) and make copies of all Certificates available at our present office location. DM Initial here is you have had no new construction or substantial improvement in the SFHA in the last year.

DM 310 EC: **Attached is the permit list for only new or substantially improved structures in the SFHA that have been completed in the last year.** We have permitted 0 new building and substantial improvements in the SFHA during this reporting period.

DM 310 EC: **Attached are all the Certificates for new or substantially improved structures that have been completed during this reporting period that are included on the above permit list.** (Note: The total number of Elevation and Floodproofing certificates should match the number of permits issued and completed within the reporting period defined above. All permits issued for new construction or substantial improvement within the V zone should have both an Elevation Certificate and a V Zone Certificate, and all buildings with basements within the basement exemption communities should have both an Elevation Certificate and a Basement Floodproofing Certificate).

DM 330 OP: We continue to conduct or provide all credited outreach projects.

DM 340 ODR: People looking to purchase flood prone property are being advised of the flood hazard through our credited hazard disclosure measures.

DM 350 LIB/LPD: Our public library continues to maintain flood protection materials.

DM 410 MAP: We continue to use our additional regulatory flood data before a new development can proceed in our floodplain.

Attachment: Buffalo Grove IL 2022 Recert Packet (1-27-2022) (CRS 2022 Annual Recertification)

Community Buffalo Grove, Village of State IL CID 170068
 County Cook, Lake

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

DM 420 OSP: We continue to preserve our open space in the floodplain.

DM 430: We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances for which we are receiving credit.
 [] Initial here if you have amended your floodplain regulations. **Attach a copy of the amended regulations, provide a summary of the changes and mark up the regulations indicating what's been changed.**

DM 430 RA: We continue to enforce our procedures for administering our floodplain management regulations. If applicable, we also continue to employ CFMs and staff who took credited training courses. We currently have 1 CFMs on staff.

DM 440 AMD: We continue to use and update our flood data maintenance system on an annual basis as needed.

DM 450 SMR: We continue to enforce the stormwater management and low impact development provisions of our zoning, subdivision and building code ordinances for new developments in the watershed. [] Initial here if you have amended your stormwater management regulations that will impact your CRS program. **Attach a copy of the amended regulations, provide a summary of the changes and mark up the regulations indicating what's been changed.**

DM 450 ESC/WQ: We continue to enforce the provisions of our zoning, subdivision and building codes as they pertain to erosion and sediment control and water quality.

DM 502 RL: We currently have 1 repetitive loss properties and send our notice to 22 properties in the repetitive loss areas.

DM 502 RL: **Attached is a copy of this year's notice on property protection, flood insurance and financial assistance that we sent to our repetitive loss areas.**

DM 510 FMP: **Attached is a copy of our floodplain management plan's annual progress report for the action items contained in the plan.** We have included a progress report template for you to use (in the email notification) if you don't have one of your own.

DM 510 FMP: We have provided copies of this progress report to our governing board and local media.

Attachment: Buffalo Grove IL 2022 Recert Packet (1-27-2022) (CRS 2022 Annual Recertification)

Community Buffalo Grove, Village of State IL CID 170068
County Cook, Lake

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Additional Comments:

Attachments:

Repetitive loss area letter
510 Progress Report

Attachment: Buffalo Grove IL 2022 Recert Packet (1-27-2022) (CRS 2022 Annual Recertification)

CRS Activity 510
Annual Progress Report on Implementation of Credited Plan

Which Plan is this for (use separate templates for each credited Plan):

- ☒ **Floodplain Management Plan (Hazard Mitigation Plan)**
☐ **Repetitive Loss Area Analysis**
☐ **Floodplain Species Plan**
☐ **Substantial Damage Plan**

Name of Community:

Village of Buffalo Grove

Date this Annual Progress Report was prepared (not the date of adoption of the credited Plan): *January 15, 2022*

Name of Plan: *Lake County All Natural Hazards Mitigation Plan (LCANHMP)*

Date of Adoption of Plan: *September 18, 2017*

5 Year CRS Expiration Date: *(for ANHMP) May, 2022*

1. How can a copy of the credited Plan be obtained:

A copy of the Plan is available online at

https://www2.illinois.gov/iema/Recovery/documents/CountyPlans/plan_LakeCounty.pdf.

2. Describe how *this annual progress report* (not the credited Plan) was prepared and how it was submitted to the governing body, released to the media, and made available to the public:

The progress made on the All Natural Hazards Mitigation Plan is reviewed in January in tandem with the Village's Critical Incidents/Special Operations/Homeland Security General Order (as prepared by the Village's Police Department) and with input from the Village's Fire Department staff. Public Works staff provide review and assess the overall status of the natural hazards mitigation efforts.

The annual progress of the ANHMP is included with the next available Village Board meeting (mid-February). Materials are available via the Village's webpage once the Board has had the opportunity to review the plan. Additional attention is provided via the Village's digital outreach on various social media sites. Annual progress reports will also be part of the public record as the LCAHMP is renewed in 2022.

3. Provide a description of the implementation of each recommendation or action item in the action plan or area analysis report, including a statement on how the project was implemented or not implemented during the previous year:

The following are supplied Action Items as adopted by the Village of Buffalo Grove and their current status for the 2021 calendar year;

Action Item 1: Plan Adoption Completed September 18, 2017

- Action Item 2: Participation on the Hazard Mitigation Planning Committee and Plan Monitoring and Maintenance *Police Department continues to participate as appropriate (minimum annually). Public Works staff recently attended the January 26, 2022 Kickoff Meeting for the 2022 Plan update.*
- Action Item 3: Incorporate ANHMP into Other County and Municipal Plans *The Village continues to utilize the ANHMP when updating our own emergency plans.*
- Action Item 4: Continued Implementation of the WDO and NFIP Requirements. *The Village continues to implement requirements of the WDO and NFIP as required.*
- Action Item 5: Improve Natural Hazards Public Information Efforts with focus on the Promotion of Flood Insurance and How People Can Protect Themselves and Their Property: *The Village has improved their communications outreach to the community. We are continuing to improve our outreach including information about the NFIP and how residents and businesses can protect themselves and their properties.*
- Action Item 6: Identify Needs and Obtain Alternate Power Sources for Critical Facilities and Shelters *All Fire Stations, Police, Village Hall, Water Stations, Lift Stations and Public Works have alternative power backups. In the past year, the Village has also taken on three traffic signals with uninterruptable power supply back-up.*
- Action Item 7: Review of Critical Facilities and Implement of Appropriate Mitigation Measures *Critical facilities have*
- Action Item 8: Improve Capacity of Drainage Systems and/or Provide Additional Storage of Flood Waters *Village staff is continually reviewing opportunities (grants, developments, construction projects) to improve the drainage systems in the Village. Though more formal local drainage studies have been focused on areas with historical drainage issues, staff is always aware of the general need to provide better conveyance and capacity.*
- Action Item 9: Implement Maintenance Programs for Drainage Systems, Including Streambank and Ravine Stabilization Efforts *We have an annual maintenance program for streambanks (there are no ravines in Buffalo Grove) including review by sewer and drainage staff. In 2021, a naturalization plan was prepared to review and prioritize areas, including stream banks, for converting to natural areas.*
- Action Item 10: Implement Property Protection Projects for Flood Mitigation *Staff is aware of the need to mitigate flood risks with at-risk properties and is constantly reviewing opportunities to reduce this risk.*
- Action Item 12: Identify Wind Mitigation Opportunities for the Protection of Buildings, and to Provide Safe Rooms and Sheltering *There are several storm shelters around the Village including critical facilities.*
- Action Item 14: Continue Work for NIMS Compliance *Currently NIMS compliant. Refiling in September, 2022.*
- Action Item 16: Seek Mitigation Grant Funding for Additional Mitigation Planning and Cost Beneficial Projects *The Village actively seeks out grant funding for various usages, particularly those uses serving various aspects of the community. In 2021, the Village applied for a green infrastructure grant from the MWRD and is currently working to utilize State funding for shoreline stabilization construction in spring, 2022.*
- Action Item 17: Continue Participation or Consider Participation in StormReady. *The Village will continue its status as a StormReady community, renewing in 2022.*
- Action Item 18: Improve Emergency Response and Develop Assessment Teams *The Village has Emergency Response Teams and Assessment Teams.*

- Action Item 19: Enhance Response and Recovery Information Sharing and Collaboration and Identify Additional Training Opportunities *The Village provides staff annually to collaborate with Lake County Emergency Responders planning meetings.*
- Action Item 24. Develop or Enhance the Community's Snow Removal Plan *The Village reviews snow removal resources annually and updates the Snow and Ice plan accordingly. Winter event responses are tracked in real time and responses are reviewed after each event.*
- Action Item 25. Utility Tree Trimming *The Village has certified arborists on staff to help plan for and direct tree trimming operations as needed.*
- Action Item 26. Sump Pump Disconnects *It is illegal in the Village to connect a sump pump to a sanitary sewer. Additionally, the Village provides alternative "greener" options for residents with sump pumps connected to hard runoff surfaces.*
- Action Item 27. Conduct Local Drainage Studies *Local drainage studies have been focused on specific areas including Bernard Drive and the surrounding areas which have known drainage and flooding issues.*
- Action Item 28. Increase Stormwater Detention Capacity *Village staff are always looking for opportunities to improve stormwater detention capacity. Certain steps taken this year include partnering with the Park District and a private developer to establish detention while improving a park asset. Additional opportunities include areas within Village-owned golf courses and converting the centers of cul-de-sacs to green infrastructure.*
- Action Item 29. Investigate Countywide Warning System *Though the Village is currently part of the Northwest Central Joint Emergency Management System, we are investigating additional, more targeted measures locally to better inform our residents and businesses of potential hazards and developing issues affecting their properties.*

4. Discuss why any objectives were not reached or why implementation is behind schedule:

There were generally no objectives not reached or tardy with implementation, however, there are also many items that are ongoing and awaiting the right opportunity to really see hazard mitigation benefit progress. These items need close monitoring to ensure the Village can take advantage of opportunities as they arise. Additionally, new staff needs to be sufficiently trained and informed if they are to continue with ongoing activities of the Plan.

5. What are the recommendations for new projects or revised recommendations?

The Village is in the process of working with Lake County to review and improve the ANHMP. Staff will be sharing experiences and ideas with other municipalities and experts in the field of natural hazard mitigation planning and look forward to implementing necessary items.

VILLAGE OF BUFFALO GROVE



Engineering Department
Fifty One Raupp Blvd.
Buffalo Grove, IL 60089-2198
Fax 847-537-5845

Darren T. Monico, P.E.
Village Engineer
Phone 847-459-2523
dmonico@vbg.org

January 24, 2022

Dear Buffalo Grove Resident:

The Village of Buffalo Grove has recently entered the Community Rating System (CRS) with the Federal Emergency Management Association (FEMA). As part of the CRS, the Village mails an annual letter to flood prone areas encompassing properties that may have received flood damage more than once. The following are some things you can do to protect yourself and your neighborhood from flood damage:

1. Prepare for flooding by doing the following:
 - Know the flood safety guidance on the last page of this letter.
 - Know how to shut off the electricity and gas to your house when a flood comes.
 - Make a list of emergency numbers and identify a safe place to go to.
 - Make a household inventory, especially of basement contents.
 - Put insurance policies, valuable papers, medicine, etc. in a safe place.
 - Collect and put cleaning supplies, camera, waterproof boots, etc. in a handy place.
 - Develop a disaster response plan – See the Red Cross' website for a copy of the brochure "Your Family Disaster Plan": www.redcross.org/services/disaster/
 - Get a copy of *Repairing Your Flooded Home* from the Red Cross' website, too.
2. Consider some permanent flood protection measures.
 - Mark your fuse or breaker box to show the circuits to the floodable areas. Turning off the power to the basement can reduce property damage and save lives.
 - Consider elevating your house above flood levels.
 - Check your building for water entry points. These can be basement windows, the basement stairwell, doors, and dryer vents. These can be protected with low walls or temporary shields.
 - Install a floor drain plug, standpipe, overhead sewer, or sewer backup valve to prevent sewer backup flooding.
 - More information can be found in *Homeowner's Guide to Retrofitting: Six Ways to Protect Your House from Flooding* at www.fema.gov/rebuild/mat/fema312.shtm.
 - Note that some flood protection measures may need a building permit and others may not be safe for your type of building, so be sure to talk to the Building Department.
3. Talk to the Engineering Division for information on financial assistance and National Flood Insurance programs.
 - There are Federal Programs for pre and post flood mitigation programs and for severe repetitive loss properties. Contact us at (847) 459-2523 for more information.
 - Get a flood insurance policy – it will help pay for repairs after a flood and, in some cases, it will help pay the costs of elevating a substantially damaged building.

***An Internationally Accredited
Public Works Agency
Since 2004***



Packet Pg. 29

Attachment: VBG rep loss Letter 2022 (CRS 2022 Annual Recertification)

4. Get a flood insurance policy.

- Homeowner's insurance policies do not cover damage from floods. However, because the Village participates in the National Flood Insurance Program, you can purchase a separate flood insurance policy. This insurance is backed by the Federal government and is available to everyone, even properties that have been flooded. Because the Village participates in the Community Rating System, you will receive a reduction in the insurance premium.
- Some people have purchased flood insurance because it was required by the bank when they got a mortgage or home improvement loan. Usually these policies just cover the building's structure and not the contents. There is often more damage to the furniture and contents than there is to the structure. Be sure you have contents coverage.
- Don't wait for the next flood to buy insurance protection. In most cases, there is a 30-day waiting period before National Flood Insurance Program coverage takes effect.
- Contact your insurance agent for more information on rates and coverage.

For more information regarding important Buffalo Grove flood information, or if you have any questions, comments or concerns regarding your property or any of the aforementioned information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Darren T. Monico".

Darren T. Monico, P.E.
Village Engineer

Attachment: VBG rep loss Letter 2022 (CRS 2022 Annual Recertification)



Information Item : Proclamation for 2022 National Engineers Week

Recommendation of Action

Staff recommends approval.

SUMMARY: A Proclamation recognizing National Engineers Week, February 20-26, 2022.

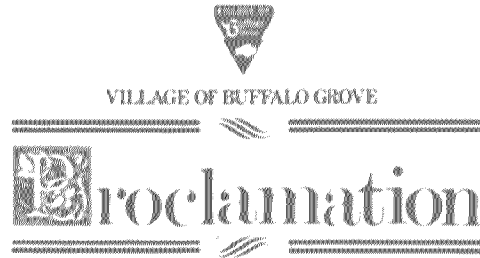
ATTACHMENTS:

- Engineering Week Proclamation 2022 (DOCX)

Trustee Liaison
Johnson

Staff Contact
Darren Monico, Public Works

Tuesday, February 22, 2022	
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PROCLAMATION

2022 National Engineers Week

WHEREAS, Engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs; and,

WHEREAS, Engineers face the major technological challenges of our time – from rebuilding towns devastated by natural disaster, cleaning up the environment, and assuring safe, clean, and efficient sources of energy, to designing information systems that will speed our country into the future; and,

WHEREAS, Engineers are encouraging our young math and science students to realize the practical power of their knowledge; and,

WHEREAS, We will look more than ever to engineers and their knowledge and skills to meet the challenges of the twenty-first century:

THEREFORE, I, Beverly Sussman, President of the Village of Buffalo Grove, do hereby proclaim February 20 through February 26, 2022, as **NATIONAL ENGINEERS WEEK** in the Village of Buffalo Grove.

Proclaimed this 22nd day of February 2022.

Beverly Sussman
Village President



Action Item : Waive of Bids - Portable Radio Purchase

Recommendation of Action

Staff recommends waive of bids and authorization to purchase portable radios.

SUMMARY: Staff recommends that the Village Board waive bids and authorize staff to purchase the above mentioned replacement equipment at a total not to exceed amount of \$54,302.28 from Motorola Solutions.

ATTACHMENTS:

- Waive of Bid Memo - Radio Purchase (DOCX)
- QUOTE-1603824-4APX8000XE-Qty6-2 (PDF)

Trustee Liaison
Johnson

Staff Contact
Mike Baker, Fire

Tuesday, February 22, 2022

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: February 7, 2022

TO: Dane Bragg, Village Manager

FROM: Mike Baker, Fire Chief

RE: Authorization to Waive Bids and Purchase Radio Equipment

Recommendation

Staff recommends that the Village Board waive bids and authorize staff to purchase the above mentioned replacement equipment at a total not to exceed amount of \$54,302.28 from Motorola Solutions.

Background Information

Staff requests authorization to waive bids and purchase six Motorola portable radios. The fire department portable radios were purchased in 2012 and only one (1) was purchased as a spare. With the changes in technology and the need for additional radios, it has been determined that 6 (six) additional portable radios and associated equipment will be needed for future operations and technology changes.

The proposed equipment purchase quotation is from Motorola Solutions, which is a cooperative purchase agreement through Northwest Central Dispatch System. Funding for this request is approved as part of the 2022 Village Capital Improvement Program and is assigned as Project #5013.



DRAFT

QUOTE-16038:
APX8000XE - Qt

Billing Address:
BUFFALO GROVE FIRE DEPT,
VILLAGE OF
1051 HIGHLAND GROVE DR
BUFFALO GROVE, IL 60089
US

Quote Date:11/17/2021
Expiration Date:02/15/2022
Quote Created By:
Dominick Storelli
Dominick.Storelli@
motorolasolutions.com

End Customer:
BUFFALO GROVE FIRE DEPT, VILL
OF

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	6	\$7,108.00	\$4,620.20	\$27,721.20
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	6	\$6.00	\$3.90	\$23.40
1b	Q445AG	ADD: APX PERSONNEL ACCOUNTABILITY	6	\$165.00	\$107.25	\$643.50
1c	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	6	\$567.00	\$368.55	\$2,211.30
1d	Q361AN	ADD: P25 9600 BAUD TRUNKING	6	\$330.00	\$214.50	\$1,287.00
1e	QA02006AC	ENH: APX8000XE RUGGED RADIO	6	\$880.00	\$572.00	\$3,432.00
1f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	6	\$121.00	\$121.00	\$726.00
1g	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	6	\$0.00	\$0.00	\$0.00
1h	QA09001AB	ADD: WIFI CAPABILITY	6	\$330.00	\$214.50	\$1,287.00

Attachment: QUOTE-1603824-4APX8000XE-Qty6-2 (Waive of Bid and Authorization to Purchase - Portable Radios)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



DRAFT

QUOTE-16038:
APX8000XE - Qt

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1i	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	6	\$814.00	\$529.10	\$3,174.60
1j	H38BS	ADD: SMARTZONE OPERATION	6	\$1,650.00	\$1,072.50	\$6,435.00
1k	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	6	\$110.00	\$71.50	\$429.00
1l	Q629AH	ENH: AES ENCRYPTION AND ADP	6	\$523.00	\$339.95	\$2,039.70
1m	QA07680AA	ADD: MULTI SYSTEM OTAR	6	\$165.00	\$107.25	\$643.50
1n	QA01427AG	ALT: APX8000/XE HOUSING GREEN	6	\$28.00	\$18.20	\$109.20
1o	QA00580AA	ADD: TDMA OPERATION	6	\$495.00	\$321.75	\$1,930.50
1p	QA03399AA	ADD: ENHANCED DATA APX	6	\$165.00	\$107.25	\$643.50
2	PMMN4107C	XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN	6	\$550.00	\$260.98	\$1,565.88

Grand Total

\$54,302.28(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Attachment: QUOTE-1603824-4APX8000XE-Qty6-2 (Waive of Bid and Authorization to Purchase - Portable Radios)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Action Item : Authorization to Bid Fuel Island Decommissioning

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff seeks authorization to bid the Fuel Island decommissioning at the Public Works facility.

ATTACHMENTS:

- Authorization to Bid - Fuel Island Memo (DOCX)

Trustee Liaison
Stein

Staff Contact
Tom C. Wisniewski, Village Board

Tuesday, February 22, 2022	
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VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: February 16, 2022
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Fuel Island Decommissioning

Staff seeks authorization to bid the Fuel Island Decommissioning at the Public Works Facility. Scope of work includes the removal of existing awning, fuel dispensing units, underground fuel cells, and restoring the area to a usable space. The contractor will be responsible for all oversight and sampling of material being removed.

Attachment: Authorization to Bid - Fuel Island Memo (Authorization to Bid Fuel Island Decommissioning)



**Resolution No. R-2022-1 : A Resolution Reallocating the 2022
Volume Cap to the Village of Buffalo Grove**

Recommendation of Action

Staff recommends approval.

SUMMARY: The Village is the host of the Private Activity Bond Clearinghouse for Lake County. This is the annual Resolution that transfers the Village's Volume Cap to the Clearinghouse.

ATTACHMENTS:

- Buffalo Grove 2022 Volume Cap Letter(PDF)
- Resolution (DOCX)

Trustee Liaison

Pike

Staff Contact

Nicole Woods, Community Development

Tuesday, February 22, 2022



January 25, 2022

Mr. Dane Bragg, Village Manager
Village of Buffalo Grove
Sent via email to: DBragg@vbg.org

Dear Mr. Bragg:

I am writing to request your municipality's participation in Lake County's Private Activity Bond Clearinghouse (PABC) in 2022. Each year, Lake County Partners contacts the home rule communities in Lake County to request a pooling together of the volume cap to ensure the best use of our collective private activity bond allocation. The PABC cap for each year is transferred to the Village of Buffalo Grove, the Pool's host home rule community. *If your municipality is interested in participating, your governing body must approve a resolution and submit it to the Governor's Office before April 29, 2022. A sample resolution is attached for your use.*

Since its inception, the Lake County PABC has funded nearly \$200,000,000 in local projects, which has resulted in the construction of over 360,000 sq. ft. of new manufacturing space, the creation of 648 new manufacturing jobs, the renovation of 1,600 multi-family dwelling units, the purchase of an estimated 251 homes by first-time homebuyers, the expansion of a Montessori School, and the construction of a new solid waste disposal cell.

Please click on the following link to review the: ["State of Illinois' Guidelines and Procedures for the Allocation of Private Activity Bonding Authority in Accordance with the Tax Reform Act of 1986 and 30 ILCS 345"](#). Per page 4 of this document, this year's per capita amount is \$110.00, and the population data estimates outlined within these guidelines are based on Census information. **The population estimate for Village of Buffalo Grove is 40,161, bringing your municipality's 2022 allocation to \$4,417,710.**

Your municipality's approval of a resolution to transfer its volume cap to the Village of Buffalo Grove will preserve the volume cap in Lake County for a three-year period for the important reasons outlined above. **Lake County Partners therefore requests that you place a resolution similar to the attached example on your Board's schedule for approval and forward the approved resolution to the attention of the Governor's Office as soon as possible in the manner outlined within page 3 of the above hyperlinked Guidelines and Procedures document; please note that all reporting submissions are to be submitted in both hard copy and electronic format.**

Please copy me at bprusila@lakecountypartners.com on your Board's actions and subsequent notification to the Governor's Office, or notify me if your community chooses not to participate in this year's pool so that we may more effectively manage the process next year. If you have any specific questions or concerns, please feel free to get in touch directly at 773-706-0057.

We appreciate your support and look forward to working with you.

Sincerely,

Barbara C. Prusila
Marketing & Communications Director

Attachment: Buffalo Grove 2022 Volume Cap Letter (R-2022-1 : A Resolution Reallocating the 2022 Volume Cap)

**VILLAGE OF BUFFALO GROVE
RESOLUTION NO. 2022-_____**

**A RESOLUTION OF THE VILLAGE OF BUFFALO GROVE, ILLINOIS REALLOCATING
2022 VOLUME CAP TO THE VILLAGE OF BUFFALO GROVE, ILLINOIS.**

WHEREAS, the Village of Buffalo Grove, Lake County, Illinois the (“Municipality”), is a municipality and a home rule unit of government duly organized and validly existing under Section 6(a) of Article VII of the 1970 Constitution and laws of the State of Illinois; and

WHEREAS, certain tax-exempt private activity bonds may be issued only if sufficient volume cap pursuant to Section 146 of the Internal Revenue Code of 1986, as amended (the “Code”), is available for the bonds; and

WHEREAS, pursuant to the Code, the Municipality has been allocated volume cap equal to \$110.00 per resident of the Municipality in calendar year 2022, or \$4,417,710 for the issuance of such tax-exempt private activity bonds; and

WHEREAS, pursuant to Section 6 and Section 6.1 of the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 *et seq.* (the “Bond Allocation Act”), and the Guidelines and Procedures promulgated thereunder, the Municipality may, prior to May 1, 2022, reallocate to other home rule units of government the volume cap allocated to the Municipality by the Code for their issuance of such tax exempt private activity bonds or for subsequent transfer or reallocation; and

WHEREAS, the Municipality has not used any of its 2022 volume cap and has no present intention to use the same; and

WHEREAS, the Lake County Partnership for Economic Development, Inc. has offered Lake County home rule communities the opportunity to participate in a program to combine their respective volume cap allocations and create a Private Activity Bond Clearinghouse Pool (the “Pool”) to facilitate the issuance of tax-exempt private activity bonds to finance manufacturing and multi-family housing commercial projects in Lake County, Illinois, for economic development purposes (“Eligible Projects”); and

WHEREAS, the Village of Buffalo Grove, a home rule unit of government (“Buffalo Grove”), pursuant to its Resolution No. 2001-51 adopted December 17, 2001, agreed to host the Pool and to reserve its own volume cap, and accept volume cap reallocated to Buffalo Grove by other home rule units of government, for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects; and

WHEREAS, Buffalo Grove has requested that the Municipality reallocate all of its 2022 volume cap to Buffalo Grove to be used for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects;

**NOW, THEREFORE, BE IT RESOLVED BY LAKE COUNTY, ILLINOIS, AS
FOLLOWS:**

Attachment: Resolution (R-2022-1 : A Resolution Reallocating the 2022 Volume Cap)

SECTION ONE: RECITALS. The foregoing recitals are incorporated in and made a part of this Resolution by this reference as findings of the Village of Buffalo Grove.

SECTION TWO: TRANSFER AND REALLOCATION OF 2022 VOLUME CAP.

Pursuant to Section 6 and Section 6.1 of the Bond Allocation Act and the Guidelines and Procedures promulgated thereunder, the Municipality irrevocably agrees to, and does hereby, transfer and reallocate all of its 2022 volume cap to Buffalo Grove to be used for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects as directed by the Advisory Committee created pursuant to Buffalo Grove Resolution No. 2001-51.

SECTION THREE: AGREEMENT. This Resolution shall constitute the agreement of the Municipality to a different allocation under Section 146(e) (3) of the Code and the writing required under Section 6 of the Bond Allocation Act.

SECTION FOUR: WARRANTY. The Municipality covenants and warrants that it has taken no action or issued bonds that would abrogate, diminish, or impair its ability to fulfill the written agreement, covenants, and undertakings on its part under this Resolution.

SECTION FIVE: AUTHORIZATION. As required by the Bond Allocation Act and the Guidelines and Procedures promulgated thereunder, a certified copy of this Resolution shall be transmitted to the Office of the Governor of the State of Illinois. Any and all appropriate and proper officers, officials, agents, and employees of the Municipality are hereby authorized, empowered, and directed to take all necessary and advisable actions, and to execute all such documents and certificates, as may be necessary to further the purposes and intent of this Resolution.

SECTION SIX: MAINTAIN RECORD. The Municipality shall maintain a written record of this Resolution in its records for so long as the bonds to which the volume cap transferred by this Resolution is reallocated remain outstanding.

SECTION SEVEN: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as required by law and is enacted by the Municipality pursuant to its powers under the laws of the State of Illinois and the Illinois Constitution of 1970 and its home rule powers.

PASSED THIS ____ DAY OF _____, 2022

AYES:

NAYS:

ABSENT:

PASSED THIS ____ DAY OF _____, 2022

Village President

ATTEST:

Village Clerk

Attachment: Resolution (R-2022-1 : A Resolution Reallocating the 2022 Volume Cap)



Ordinance No. O-2022-14 : Award of Bid Facility Services

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board authorize the Village Manager to execute a contract with Cintas Corporation at a price not to exceed \$49,710.80 for a three-year contract in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and approval by the Village Attorney.

ATTACHMENTS:

- Facility Services Memo (DOCX)
- Facility Services Ordinance (DOCX)

Trustee Liaison

Stein

Staff Contact

Tom C. Wisniewski, Village Board

Tuesday, February 22, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: February 16, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

SUBJECT: Facility Services

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute an agreement with Cintas Corporation for Personal Protective Equipment and Facility Services for a three-year contract in the amount of \$41,425.80. In addition, staff requests the Village Board authorize the Village Manager to approve up to another \$8,285 or twenty percent of the total cost as a contingency for any future needed services at a combined total price not to exceed \$49,710.80 for the three-year contract in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and approval by the Village Attorney.

Background

The State of Illinois led a bid in 2021 for personal protective equipment and facility services. With a joint purchase master contract in place the Village of Buffalo Grove can join on the awarded contract in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.). The Cintas Corporation was awarded the contract.

The Village has used Cintas in the past and has deemed their performance to be good. This contract will be used for the weekly cleaning of floor mats and shop towels. Currently all Village facilities on campus use these services.

Staff recommends awarding the contract with a 20% contingency due to the nature of services provided as facility needs may change and any future acquisitions.

ORDINANCE 2022-_____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH CINTAS CORPORATION., FOR PERSONAL PROTECTIVE EQUIPMENT & FACILITY SERVICES

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

WHEREAS, the State of Illinois led a competitive procurement process to obtain the best value for money; and

WHEREAS, the terms of the bid allowed for a joint purchase as authorized by the Illinois Governmental Joint Purchasing Act.

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

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

SECTION 2. The Village Manager is authorized to execute a contract with Cintas Corporation at a price not to exceed \$49,710.80 for a three-year contract in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Facility Services Ordinance (O-2022-14 : Award of Bid Facility Services)



**Ordinance No. O-2022-15 : An Ordinance Amending Chapter 5.20 -
Liquor Controls**

Recommendation of Action

Staff recommends approval.

SUMMARY: The Class A liquor license issued to Select Restaurant, Inc. d/b/a Countyline Tavern at 800 Lake Cook Road is hereby rescinded. The business has closed.

ATTACHMENTS:

- Ord Class A - Rescind Select Restaurants Inc DBA Countyline Tavern (DOCX)

Trustee Liaison
Sussman

Staff Contact
Jessie Brown, Community Development

Tuesday, February 22, 2022

Underlined = addition

~~Strikethroughs~~ = deletion

02/11/2022

ORDINANCE NO. 2022 -

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

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

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

Section 1. Subsection A. of Section 5.20.072 of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in ~~strikethrough~~ and additions in underline text so that Subsection A. of Section 5.20.072 shall provide as follows:

A. Class A.

Licensee and d/b/a

Address

- | | |
|---|-------------------------------|
| 1. Luma, LLC d/b/a Lou Malnati's | 85 South Buffalo Grove Road |
| 2. Select Restaurants, Inc. d/b/a Countyline Tavern | 800 Lake Cook Road |
| 3.2. Rack 'Em Up Chicago, Inc. | 312 McHenry Road |
| 4.3. The Schwaben Center | 301 Weiland Road |
| 5.4. Midas Banquets, Inc. d/b/a Astoria Banquets | 1375 W. Dundee Road |
| 6.5. La Minita, Inc. d/b/a Mi Mexico Mexican Restaurant | 220 N. Milwaukee Avenue |
| 7.6. K1 Speed, Inc. | 301 Hastings Lane |
| 8.7. Leiserv, LLC d/b/a Bowlero – Buffalo Grove | 350 McHenry Road |
| 9.8. Le Presa Restaurant, Inc. | 86 W. Dundee Road |
| 10.9. _____ BRI Incorporated d/b/a Sal & Tony's | 48 Raupp Boulevard |
| 11.10. _____ Spyder Entertainment, Inc. d/b/a Traktir the 12 Chairs | 1224 W. Dundee Road |
| 12.11. _____ Telugu Ruchulu of BG, LLC d/b/a
Nawabi Hyderabad House Biryani Place | 228 McHenry Road |
| 13.12. _____ Themis's Pizza, LLC d/b/a Giordano's of Buffalo Grove | 270 McHenry Road |
| 14.13. _____ Yang Group, Inc. d/b/a Sushi Grove | 154 McHenry Road |
| 15.14. _____ AAA Restaurant, Inc. d/b/a Flambe India | 1155 McHenry Road #102B |

~~16-15.~~ TK Tavern, Inc. d/b/a Prairie House Tavern

2710 Main Street

~~17-16.~~ WJN Golf, LLC d/b/a WJ Golf

401 Half Day Road

Section 2.

The Class A liquor license for Select Restaurants, Inc. d/b/a Countyline Tavern at 800 Lake-Cook Road is hereby rescinded effective immediately.

A. This Section shall not be codified.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk

**Ordinance No. O-2022-16 : Water and Weigh Station Design****Recommendation of Action**

Staff recommends approval.

SUMMARY: Staff recommends approval of the Gewalt Hamilton Associates design engineering contract for a Water and Weigh Station in an amount not to exceed \$34,500.00, pending legal review, subject to review and approval by Village Attorney.

ATTACHMENTS:

- GHA Water & Weigh Station Design Memo (DOCX)
- GHA Ordinance (DOCX)
- Professional Service Contract Water & Weigh Station (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Tuesday, February 22, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: February 16, 2022

TO: Dane Bragg, Village Manager

FROM: Kyle Johnson, Assistant Public Works Director

SUBJECT: Gewalt Hamilton Water & Weigh Station Design

Recommendation

Staff recommends approval of the Gewalt Hamilton contract in an amount not to exceed \$34,500.00, pending legal review.

Background Information

In the 1980s, Deerfield Parkway and Busch Parkway were realigned at their intersection to make a safer connection between the roadways. As a result, a triangle of land was created on the north side of this intersection that is owned by both the Village of Buffalo Grove as well as the Lake County Department of Transportation (LCDOT). This parcel is awkwardly sized and shaped, in a location with little use options. Staff has had preliminary discussions with LCDOT on using this land for a water and weigh station owned and operated by the Village of Buffalo Grove with a favorable response.

The weigh station would create a permanent structure for the Police Department to use when weighing potentially overweight trucks. Currently these trucks are weighed onsite with portable scales. The Officer who pulls over the truck must find a safe location to set up the scales that fits both the squad and truck, then take the time to set up the sensitive portable scales. A permanent facility does currently exist in Northbrook that we can use, however that location takes a considerable amount of time to get to as well.

The water station is currently set up at Public Works on a visible hydrant so it can be monitored for safe, effective, and measurable use. Using this setup creates considerable traffic on Raupp Blvd. near Village Hall and the Public Service Center. Furthermore, it takes substantial time for staff to administer individual meters for each user. This cumbersome process makes it difficult for new or outside users to purchase water from the Village.

Both facilities could effectively fit on the site at Busch Parkway and Deerfield Parkway. The units for both stations will use technology to make the operation more efficient for staff and users, increasing both revenues streams. The design of the facility is the next step of the process to solidify facility costs while

working through the details with LCDOT. The design and coordination of the potential facility does not obligate the Village to proceed with construction if elevated costs are found during that process.

ORDINANCE 2022- _____

AN ORDINANCE AUTHORIZING A DESIGN ENGINEERING AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC.

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

WHEREAS, the Village seeks to enter into a Design Engineering Agreement with Gewalt Hamilton Associates, Inc. for a water and weigh station near the intersection of Busch Parkway and Deerfield Parkway, subject to final review and approval by the Village Attorney,

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

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

SECTION 2. The Village Manager is authorized to enter into a Design Engineering Agreement with Gewalt Hamilton Associates, Inc. for a water and weigh station near the intersection of Busch Parkway and Deerfield Parkway at a price not to exceed \$34,500.00, subject to final review and approval by the Village Attorney.

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

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

AYES: _____
 NAYES: _____
 ABSENT: _____
 PASSED: _____, 2022
 APPROVED: _____, 2022

APPROVED:

 Beverly Sussman, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: GHA Ordinance (O-2022-16 : Water and Weigh Station Design)

VILLAGE OF BUFFALO GROVE PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is dated as of the 22nd day of February 2022 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive, Vernon Hills, Illinois, 60061
Leo Morand
847-478-9700
LMorand@gha-engineers.com

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

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

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

F. **Escalation**

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

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

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

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

SECTION 6. WARRANTY AND INSURANCE

- A. **Standard of Care.** In providing services under this Agreement, the Firm will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Firm makes no warranty, either express or implied, as to the professional services rendered under this Agreement. The Firm shall exercise the same standard of care to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement.
- B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.
- D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including reasonable attorney's fees, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the negligent performance of this work by the Firm, its employees, or subcontractors, except those due to the negligent acts or omissions of the Village, its agents or employees. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless the Village, its officials, agents and employees as herein provided.
- E. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

Gewalt Hamilton Associates, Inc.
 625 Forest Edge Drive
 Vernon Hills, IL 60061
 Attn: Leo Morand
 Email: LMorand@gha-engineers.com

SECTION 8. GENERAL PROVISIONS (cont.)

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

SECTION 8. GENERAL PROVISIONS (cont.)

- O. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm.
- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____
Leo Morand

Title: Assistant Director of Municipal Services

Date: _____

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

Proposal documents

Attachment: Professional Service Contract Water & Weigh Station (O-2022-16 : Water and Weigh Station Design)

December 13, 2021

Mr. Kyle E. Johnson, PE, CFM
Assistant Director of Public Works
Village of Buffalo Grove
51 Raupp Blvd.
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: Professional Surveying and Engineering Services
Village of Buffalo Grove
Proposed Truck Weigh Station
Deerfield Parkway at Busch Parkway
Buffalo Grove, Illinois 60089
GHA Proposal No. 2021.SD114

Dear Mr. Johnson,

Thank you for your consideration of Gewalt Hamilton Associates, Inc. (GHA) in providing the surveying and civil engineering services for the proposed truck weigh station. The enclosed document outlines our proposed services for the project.

If you should have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
Gewalt Hamilton Associates, Inc.



Leo X. Morand, P.E.
Director of Municipal Services

Encl.: GHA Proposal No. 2021.SD114

Attachment: Professional Service Contract Water & Weigh Station (O-2022-16 : Water and Weigh Station Design)

Professional Surveying & Engineering Services
 Proposed Truck Weigh Station
 Deerfield Parkway at Busch Parkway
 Buffalo Grove, Illinois 60089
 GHA Proposal No. 2021.SD114

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Village of Buffalo Grove (Client), 51 Raupp Blvd., Buffalo Grove, IL 60089, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Client is planning site improvements at the northwest corner of Deerfield Parkway and Busch Parkway in Buffalo Grove, IL. Site improvements will include a new truck weigh station with associated on-site vehicular circulation, and associated sidewalks on-site. Access is anticipated to be limited to a full access on Busch Parkway and a right out only on Deerfield Parkway. It is anticipated that some survey plats (plat of dedication, plat of easement, plat of subdivision, plat of consolidation, etc.) will be necessary with this project as it proceeds. Since the scope of magnitude of the plats is unknown at this time, these services are not included in this proposal.

II. Scope of Services

GHA will provide the following services:

A. Existing Conditions Topographic Survey / Plat of Survey / Boundary Survey

The survey will meet or exceed the Minimum Standards of Practice as set forth by Illinois Administrative Code for a Topographic Survey. Accordingly, we will provide the following services:

1. Obtain benchmark information (NAVD88) from USGS, County, the Village of Buffalo Grove or Trimble VRS Now Network.
2. Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.
3. Establish 2 permanent site benchmark (s) (i.e. crosses or boxes cut on concrete, flange bolts on fire hydrants, etc.) on site.
4. Contours will be provided at 1'-0" maximum vertical intervals; error shall not exceed one-half the contour interval.
5. The limits of the topography shall include the full anticipated site as well as the full public right of way of Deerfield Parkway from the east right of the way line of the railroad to 100' east of Busch Parkway intersection. The limits will also include Busch parkway from Deerfield Parkway to 50' east of the Corporate Grove Drive intersection.

6. Spot elevations will be provided on maximum 50-foot grid covering the entire property. Paved areas will have a grid density of approximately 30'. High points and low points will be shown. Overflow routes will also be shown.
7. The survey will show the location of the visible, physical improvements on the site (e.g. structures, fencing, site furniture, walks, curbing, etc.).
8. The location of underground utilities, both observed and from available record information, will be provided, including location and size of water mains, fire hydrants and valves. The survey will show depth, size, and direction of flow for all sanitary, storm drains, and culverts serving the property. The location of all manholes, catch basins and all pipe inverts that are accessible will be depicted. The cost for marking of private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field.
9. Location of "dry" utilities such as telephone, electric, gas and cable T.V. lines, etc. will be depicted based on visual surface evidence and available utility atlas information from the respective utility companies. The cost for marking of private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field prior to our field visit.
10. Individual free-standing trees 6" caliper or greater will be shown as deciduous or coniferous. Tagging and species/condition report is not included. Groupings of trees or landscaped areas will be shown in mass.
11. Complete a Boundary Survey / Plat of Survey of the subject parcel. The boundary survey will be based upon current commitments for title insurance or recorded deeds, to be provided by the Client. The plat will be prepared by a Licensed Illinois Professional Land Surveyor. The Plat of Survey will show all boundary lines with bearings and distances, all encroachments onto or outside of the boundary lines, all easements of record, all found or set boundary monuments, and all visible on-site surface improvements. The survey will be prepared in accordance with the pertaining Illinois Minimum Standards for Boundary Surveys.

B. Final Engineering

Upon receipt of authorization to proceed with this phase of the project, GHA will provide the following services:

1. Assistance and coordination with the Client in developing a Final Site Plan.
2. Consultation with the Owner and the Design Team via emails and phone calls.
One in-person meeting and two team conference calls are included in our scope. Additional meetings shall be considered beyond the scope of services and will be invoiced as an additional service in accordance with Section V. Compensation for Services of this proposal.
3. Preparation of final engineering plans to include the following:
 - a. Title Sheet, including vicinity map.
 - b. Existing Conditions/Demolition Plan illustrating existing grades utility locations, inverts, etc. and designating items required removal/demolition.

- c. Grading and Drainage Plan showing proposed grades, building elevations, site contours in turf areas, storm sewers with inlet elevations and overflow routes. Verifying all grading for ADA routes is compliant.
 - d. Site geometry plan showing the reconfiguration of site parking lots, access roads and walkways to accommodate the proposed improvements.
 - e. Utility Plan illustrating any proposed water service or storm sewer. The location of public utilities such as electric, gas, telephone, cable T.V. etc. will be shown on the civil drawings for informational purposes only as either located by a private company or provided to us on drawings. The design of such public utilities is beyond the scope of our services.
 - f. Construction Detail Drawings of site work items such as underdrains, manholes/inlets, etc.
 - g. General Notes Sheet identifying project specifications.
 - h. Special Provisions to the referenced state standard and notes.
 - i. Erosion Control Plan, Notes & Details.
 - j. Miscellaneous sheets as required for permitting, bidding, and construction.
- 4. Upon completion of the final engineering plans, preparation of an Engineer's Opinion of Probable Cost.
 - 5. Upon request, progress plans will be provided to the Client for review. Specifications are provided on GHA's plan drawings. Supplemental specifications to the referenced state standards will be provided.

C. Permitting

Upon completion of the engineering plans and approval by the Client, GHA will prepare permit applications and assist the Client in securing permits from the following governmental agencies:

- 6. Village of Buffalo Grove for site disturbance and access to Busch Parkway.
- 7. Lake County for access to Deerfield Parkway.
- 8. No other permits are anticipated.

III. Services not included

Any service not enumerated in *Section I. Scope of Services*, including, but not limited to the following, is not included in this proposal/agreement. These services may be provided at the request of the Client as an additional service. GHA will provide the Client with an estimate of the additional work scope and request authorization to proceed prior to commencing additional services.

- 1. Offsite utility, site, or roadway design.
- 2. Site lighting or photometrics.
- 3. Gas, electric, telephone or other public utility service design. Note: these are typically provided by the utility company or MEP.
- 4. Retaining wall design or other design requiring the services of a structural engineer.
- 5. Construction layout or other construction phase services.
- 6. Preparation of as-built surveys.

7. Wetland studies or permit submittals to the Illinois Department of Natural Resources, Illinois Environmental Protection Agency, U.S. Fish and Wildlife Service, or US Army Corp of Engineers beyond those specified.
8. Environmental studies or site plan revisions made necessary due to the discovery of environmental issues. GHA will assist the client with selection of environmental testing agency and coordination of testing locations if so desired by client.
9. Preparation of bid documents, attendance at or preparation for bid opening, or other bidding services.
10. Revisions required by changes to the site plan or permit submittals beyond those noted in the scope of services.
11. Permit fees and review fees.
12. NPDES monitoring.
13. Geotechnical investigation (soil borings), agronomy tests, or clean construction demolition debris testing or reporting.
14. Attendance at or preparation for public hearings. If these are necessary, we will invoice on a Time and Materials Basis.
15. Landscape Plan to be prepared by others and incorporated into the plan set.

IV. Proposed Schedule and Engineering Staff

GHA is prepared to commence work upon receipt of written authorization to proceed.

Mr. Leo Morand, P.E. will function as the Project Manager and will be the primary contact for the duration of the project. Additional professional and technical staff will provide support as needed.

V. Compensation for Services

Based upon the scope of services noted above, GHA proposes to invoice the Village of Buffalo Grove on a not-to-exceed (NTE) fee as follows:

Service	NTE Fee
Existing Conditions and Topographic Survey / Boundary Survey	\$16,000.00
Final Engineering	\$13,000.00
Permitting	\$5,000.00
Estimated Reimbursable Expenses	\$500.00
NTE Fee + Reimbursables	\$34,500.00

Reimbursable expenses, including items such as printing, messenger service, mileage etc., will be billed to the Client without markup. Invoices will be submitted monthly and will detail services performed.

VI. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client, and not GHA, is responsible for ensuring that the contractor implements the Storm Water Pollution Prevention Plan (SWPPP), including maintenance and/or repair of soil erosion and sediment control measures for compliance with the General NPDES Permit for Storm Water Discharges from Construction Site Activities. GHA assumes no liability for any actions by the Illinois Environmental Protection Agency (IEPA) resulting from the contractor's failure to comply with SWPPP or the requirements of the General Permit.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

By signing below you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.



Leo X. Morand, P.E.

Associate / Senior Engineer

Village of Buffalo Grove



Name: _____

Title: _____

Date: _____

Encl.: Attachment A
Hourly Rates

Attachment: Professional Service Contract Water & Weigh Station (O-2022-16 : Water and Weigh Station Design)

Exhibit B.
Agreed Upon Pricing Structure

Included with the Proposal documents of Exhibit A.

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE: 2022

The following rates will remain in effect until December 31, 2022, at which time they are subject to an annual increase:

PRINCIPAL	\$ 240.00
CIVIL ENGINEER VI	\$ 205.00
CIVIL ENGINEER V	\$ 201.00
CIVIL ENGINEER IV	\$ 199.00
CIVIL ENGINEER III	\$ 178.00
CIVIL ENGINEER II	\$ 167.00
CIVIL ENGINEER I	\$ 146.00
LAND SURVEYOR IV	\$ 171.00
LAND SURVEYOR III	\$ 147.00
LAND SURVEYOR II	\$ 143.00
LAND SURVEYOR I	\$ 134.00
GIS PROFESSIONAL III	\$ 178.00
GIS PROFESSIONAL II	\$ 156.00
GIS PROFESSIONAL I	\$ 145.00
ENVIRONMENTAL CONS. II	\$ 151.00
ENVIRONMENTAL CONS. I	\$ 138.00
ENGINEERING TECHNICIAN V	\$ 199.00
ENGINEERING TECHNICIAN IV	\$ 151.00
ENGINEERING TECHNICIAN III	\$ 138.00
ENGINEERING TECHNICIAN II	\$ 121.00
ENGINEERING TECHNICIAN I	\$ 91.00
ADMINISTRATIVE I	\$ 73.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

Exhibit C. Insurance

1. Firm's Insurance

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

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

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

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
- 2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 3) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

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

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

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

J. Workers' Compensation and Employers' Liability Coverage

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

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

K. Failure to Comply

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

L. Professional Liability

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



Ordinance No. O-2022-17 : Radio Network Communications

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board authorize the Village Manager to purchase radio network equipment and installation services from Urban Communications Inc., at a total price not to exceed \$37,547.00, pending review and approval of an agreement by the Village Attorney.

ATTACHMENTS:

- Radio Network Communications (DOCX)
- License and Labor Quote1 (PDF)
- General Rider 2022 (DOCX)
- Radio Network 2022 Ordinance (DOCX)

Trustee Liaison

Stein

Staff Contact

Tom C. Wisniewski, Village Board

Tuesday, February 22, 2022

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: February 16, 2022
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Radio Network Communications

Recommendation

Staff recommends that the Village Board authorize the Village Manager to purchase radio network equipment and installation services from Urban Communications Inc., at a total price not to exceed \$37,547.00, pending review and approval of an agreement by the Village Attorney.

Background

In 2019 the Village released an RFP for Wide Area Network Radio Communications, after a review of all submittals the contract was awarded to Urban Communications Inc. for improvements to our existing Radio Network. As part of that agreement Urban Communications has been providing annual maintenance and support of the radio network. Staff would like to engage Urban Communications to install two new sets of radios on the Village campus. These would provide faster links and redundancy between the Village Hall, Police, and Public Works departments. Staff is recommending radios for this use case as the radios are robust, scalable and can easily be moved and repurposed at any time.



Dragonwave Harmony Proposal

Customer:	Village of Buffalo Grove
Contact:	Brett Robinson
Street Address:	51 Raupp Blvd
City, State, Zip:	Buffalo Grove, IL, 60089
Suite, Floor:	
Phone:	8474592545

QUANTITY	DESCRIPTION	COST	EXTENDED
	Wireless		
4	3m Grounding Cable	\$32.00	\$128.00
4	1000 Mbps capacity License	\$2,000.00	\$8,000.00
4	ACM License	\$250.00	\$1,000.00
4	Dual Carrier Operation	\$500.00	\$2,000.00
4	5 Year Harmony Enhanced MC Global 24x7 Support - Incl. Warranty - Purchased in First year	\$1,500.00	\$6,000.00
2	1' / 30cm, Antenna, Clip-Mount	\$500.00	\$1,000.00
2	Credit for 2ft to 1ft dish	-\$223.50	-\$447.00
2	Non-Penetrating Mount	\$250.00	\$500.00
		SUBTOTAL:	\$18,181.00

QUANTITY	SHIPPING	COST	EXTENDED
		SUBTOTAL:	\$0.00

QUANTITY	DESCRIPTION	COST	EXTENDED
	Engineering & Licensing		
2	System Design, Radio Programing, Setup, and Link Testing	\$2,000.00	\$4,000.00
2	Prepare FCC Application, PCN Letter, & Frequency Coordination	\$550.00	\$1,100.00
2	Annual Preventative Maintenance Inspections add on to existing contract	\$1,633.00	\$3,266.00
4	Dragonwave Endpoint Installation	\$2,750.00	\$11,000.00
	Prevailing Wage work		
		SUBTOTAL:	\$19,366.00

All material is guaranteed to be as specified. All work performed is guaranteed to be free of defects for a period of one year from date of completion. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Material Total:	\$18,181.00
Tax on Material:	\$0.00
Shipping Total:	\$0.00
Labor Total:	\$19,366.00
GRAND TOTAL:	\$37,547.00

Customer warrants to Contractor not to disclose this confidential quote to other contractors or third parties who may bid on this project.

THIS QUOTE IS GOOD FOR 30 DAYS

Signature: UC Authorized Officer

Attachment: License and Labor Quote1 (O-2022-17 : Radio Network Communications)

Rider to Dragonwave Harmony Proposal

GENERAL TERMS

A. The Village is an Illinois unit of local government, and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days' Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number

B. Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, Local Government Prompt Payment Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove.

C. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

D. Conflict of Terms. In case of any conflict between the terms of this Rider and the terms of the attached Proposal, the terms of the Rider shall prevail.

E. In addition to the requirements set forth above, the Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

F. Within five (5) business days after the Village's notice to the Contractor of the Village's receipt of a request made pursuant to the Illinois Freedom of Information Act [ILCS 140/1 et seq. – herein "FOIA"], the Contractor shall furnish all requested records in the Contractor's possession which are in any manner related to this Contract, including but not limited to any documentation related to the Village and associated therewith. The Contractor shall not apply any costs or charge any fees to the Village or any other person, firm or corporation for its procurement and retrieval of such records in the Contractor's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Contractor shall defend, indemnify and hold harmless the Village including its several departments and including its officers and employees and shall pay all of the Costs associated with such FOIA request or requests including Costs arising from the Contractor's failure or alleged failure to timely furnish such documentation and/or arising from the Contractor's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Contractor's and/or the Village's defense of any litigation associated therewith. In addition, if the Contractor requests the Village to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Contractor shall pay all Costs in connection therewith. As used herein, "in the Contractor's possession" includes documents in the possession of any of the Contractor's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorney's fees, witness fees, filing fees and any and all other expenses — whether incurred by the Village or the Contractor.

G. Sexual Harassment Policy: The Contractor certifies that the firm has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105 et. seq.

H. Tax Payments: The Contractor certifies that the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.

I. The parties hereto agree that for purposes of any lawsuit(s) between them concerning this rider or contract, its enforcement, or the subject matter thereof, venue shall be in Circuit Court of Cook County, Cook County, State of Illinois, and the laws of the State of Illinois shall govern the cause of action.

INSURANCE TERMS AND CONDITIONS

1. Contractor's Insurance

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

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

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026

- 1) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 2) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

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

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

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

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

K. Failure to Comply

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

2. Indemnity/Hold Harmless Provision

A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, and employees as herein provided.

B. Kotecki Waiver. In addition to the requirements set forth above, the Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage, or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

The undersigned is an authorized representative of

Name of Company: _____, and certifies that they will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; the undersigned CONTRACTOR hereby certifies to the contracting agency that it will provide a drug-free workplace by:

1. Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of CONTRACTOR'S workplace.
 - b. Specifying the actions that will be taken against employees for violations of such prohibition.
 - c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - d. Abide by the terms of the statement; and
 - e. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
2. Establishing a drug free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the grantee's or CONTRACTOR'S policy of maintaining drug free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
6. Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
8. Failure to abide by this certification shall subject the CONTRACTOR to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Accepted by:

Signature

Printed Name & Title

Subscribed and sworn to before me this _____ day of _____, 2022

Notary Public:

ORDINANCE 2022-_____

A ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH URBAN COMMUNICATIONS INC., FOR IMPROVEMENTS TO THE VILLAGE OWNED WIDE AREA NETWORK

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

WHEREAS, the Village released notifications and sought out firms qualified to perform the improvements to the Village owned wide area network; and

WHEREAS, the Village previously engaged in a competitive procurement process to obtain the best value for money and that provider continues to maintain Village owned systems.

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

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

SECTION 2. The Village Manager is authorized to execute a contract with Urban Communications Inc., pending review and approval by the Village Attorney at a price not to exceed \$37,547

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: _____, 2022
 APPROVED: _____, 2022

APPROVED:

 Beverly Sussman, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: Radio Network 2022 Ordinance (O-2022-17 : Radio Network Communications)



Ordinance No. O-2022-18 : Ordinance Authorizing the Waiver of Bids and Authorization to Purchase Liquid De-Icing "Beet Heet"

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff requests authorization to waive bids and purchase "Beet Heet" from K-Tech Specialty products at a price not to exceed \$52,000.00 per year for snow removal operations in 2022 & 2023.

ATTACHMENTS:

- Beet Heet Memo (DOCX)
- Beet Heet Ordinance (DOCX)

Trustee Liaison

Stein

Staff Contact

Tom C. Wisniewski, Village Board

Tuesday, February 22, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: February 16, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

SUBJECT: Request to Waive Bids & Purchase Specialty Winter Maintenance Liquids

Recommendation

Staff requests Board approval to waive bids and purchase “Beet Heet ” in an amount not to exceed \$52,000 per year for snow removal operations in 2022 & 2023 from the sole source provider K-Tech Specialty Products. The Street Sections annual budget includes the costs for this material and this purchase is fully funded.

Background

The Public Works Department is requesting authorization to waive bids and purchase winter maintenance liquids “Beet Heet” direct from the manufacturer (K-Tech Specialty Products).

Over the past several winter maintenance seasons the Public Works Department has been utilizing a product called “Beet Heet” Concentrate to meet winter maintenance liquids needs. This product is provided to the department direct from the manufacturer K-Tech Specialty Products, Inc. at a rate of \$1.55 per gallon. This product is a concentrated proprietary formula of two (2) exothermic chlorides and two (2) endothermic chlorides blended with a high-quality carbohydrate that has produced excellent results in our winter maintenance program. K-Tech is the sole source provider for the Beet Heet blend.

The Public Works Department has used several liquids through the years with varying results. “Geo-Melt 55” is a blended organic product tested in the past, which yielded very poor performance. Liquid Calcium Chloride is similar product; however, this single exothermic chloride “burns out” rapidly often requiring additional applications as surfaces re-freeze. This single chloride also lacks the carbohydrate necessary for adhesion during anti-icing activities making it ineffective at “pre-treating” roads prior to snow and ice events.

The effectiveness of “Beet Heet” has enabled the Public Works Department to expand the liquid usage program, including a full anti-icing program during the winter season. It has also allowed the department to reduce the amount of road salt applied during winter maintenance operations, as increase the liquid output on our primary winter maintenance fleet. This concentrated product is “blended down” with Salt Brine, allowing the Public Works Department to target our application rates consistent with storm and road conditions.

Attachment: Beet Heet Memo (O-2022-18 : Liquid De-Icing)

Some other local agencies that have followed Buffalo Groves lead utilizing Beet Heet in their winter maintenance programs:

Gurnee, Village of
Hainesville, Village of
Lake Co. Div. of Trans.
Lake Forest, City of
Lake Zurich, Village of
Lincolnshire, Village of
Lindenhurst, Village of
Mundelein, Village of
Round Lake Beach, Village of
Warren Township

ORDINANCE 2022- _____

AN ORDINANCE AUTHORIZING THE PURCHASE OF BEET HEET FROM K-TECH SPECIALTY PRODUCTS

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

WHEREAS, the Village of Buffalo Grove Public Works Department has performed testing and determined that “Beet Heet” from K-Tech Specialty Products provides the best value for winter maintenance liquids for snow and ice removal needs.

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

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

SECTION 2. The Village Board hereby waives bidding requirements and authorizes The Village Manager to procure “Beet Heet” from K-Tech Specialty Products for snow removal operations in 2022 & 2023 at a price not to exceed \$52,000 per year.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Beet Heet Ordinance (O-2022-18 : Liquid De-Icing)



Ordinance No. O-2022-19 : SCADA Technology Improvements

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends approval of the C2Wise support services contract for various SCADA technological improvements, subject to review and approval by Village Attorney. Based upon the scope of work the total value of this contract is a not to exceed amount of \$45,000.

ATTACHMENTS:

- C2Wise Support Services Memo (DOCX)
- Waterly Ordinance (DOCX)
- Professional Service Contract 2022 - CSWise Tech Service (PDF)

Trustee Liaison
Smith

Staff Contact
Kyle Johnson, Engineering

Tuesday, February 22, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: February 16, 2022
TO: Dane Bragg, Village Manger
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: C2Wise Technology Improvements

Recommendation

Staff recommends approval of the C2Wise Consulting contract in an amount not to exceed \$45,000.00, pending legal review.

Background Information

Supervisory control and data acquisition (SCADA) is a combination of hardware and software that is used to monitor our water and sewer systems in real-time. A wholesale evaluation of those systems is taking place as part of our Long-Term Facility Studies; however, those efforts have put a spotlight on some immediate needs.

Approximately six small projects have been identified that need attention in the short-term. These projects will help improve our SCADA integrations with other systems like Water Billing and GIS. The small project outcomes will continue to have value as our large-scale improvements are made since they impact outside data connections.

Additionally, the dissolution of Aquify as a support service for our smart water system has left a large hole in data access and management. C2Wise specializes in this area for the water and wastewater industry, helping to close that gap for us while also creating a seamless integration to our other SCADA components.

These projects will be prioritized based upon need and coordinated between C2Wise, staff and our GIS/IT consultants for implementation over the next several months.

ORDINANCE 2022-_____**AN ORDINANCE AUTHORIZING A SUPPORT SERVICES AGREEMENT WITH C2WISE CONSULTING, LLC**

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

WHEREAS, the Village seeks to enter into a Support Services Agreement with C2Wise Consulting, LLC for various SCADA technological improvements, subject to final review and approval by the Village Attorney,

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

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

SECTION 2. The Village Manager is authorized to enter into a Support Services Agreement with C2Wise Consulting, LLC for various SCADA technological improvements at a price not to exceed \$45,000.00, subject to final review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

**VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
SUPPORT SERVICES**

THIS AGREEMENT is dated as of the 22nd day of February 2022 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

C2Wise Consulting, LLC
Address: 4216 Belson Ln., Crystal Lake, IL 60014
Attn: Chris Sosnowski
Phone: 833-492-8370
Email: chris@waterclick.tech

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

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

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

F. **Escalation**

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

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

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

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

SECTION 6. WARRANTY AND INSURANCE

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

C2Wise Consulting, LLC
 Address: 4216 Belson Ln., Crystal Lake, IL 60014
 Attn: Chris Sosnowski
 Email: chris@waterclick.tech

SECTION 8. GENERAL PROVISIONS (cont.)

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

SECTION 8. GENERAL PROVISIONS (cont.)

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

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

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

BUFFALO GROVE WATER VARIOUS WATER TECHNOLOGY IMPROVEMENTS



February 1, 2022

The Village has a variety of Information Technology related improvements surrounding its water distribution and wastewater collection systems. Most notably, the need to provide assistance during the Aquify transition is urgent and related to other data. The following proposal outlines proposed Time and Materials based assistance required to implement a variety of significant improvements to the Village's water-based IT infrastructure. Following is the C2Wise Consulting, LLC outline of our scope of services:

Project Scope

C2Wise will provide the following services as a part of this proposal:

- For this project, C2Wise will provide largely remote access-based assistance to assist IT or Public Works staff in the following improvements. C2Wise will provide project staff proficient in IT infrastructure, advanced cybersecurity, identity management, enterprise database analysis, SCADA architecture design, Python (data scripting), web-data management, and overall government enterprise IT design.
- Note that many, if not all of the following projects will require administrative access to various IT resources. Delays in proper access may also mean delays in accomplishing objectives.
- Conduct online Teams style kickoff meeting to review various tasks, priorities, and schedule, as well as introduce various team members.
- Review the requested tasks and achieve the following objectives with Village assistance:
 - ✓ **Aquify Transition** – Review the transition materials and assist with transferring digital and physical assets to the Village and/or future cloud infrastructure. Assist with implementation.
 - ✓ **ARPA Grant** - Review ARPA grant requirements to provide potential funding for SCADA and related alarming (potentially Win 911) improvements. Provide recommendation and assistance during any application.
 - ✓ **Water billing cleanup** – Review the Village's existing practices and documentation surrounding the water billing process. Make IT, scripting, NewWorld database, etc. recommendations to implement time-saving and process simplification recommendations. Assist with implementation.

- ✓ **SCADA Access database elimination** – Review the current functions that the water Access database is being used for. Identify and mitigate any current functions with changes to facilitate the database's elimination. Provide options for Village staff to export data from SCADA, Waterly, or Sensus data for additional analysis. Review and recommend primary/foreign key options to tie applicable data in SCADA or Sensus to GIS layers for future geospatial analysis.
 - ✓ **GIS Connectivity and water usage analysis** – We will work with Kyle and MGP (the Village's GIS consultant) to recommend *and develop* "live" integration between our meter zones and a spatial display. This will begin with matching each user to their appropriate address, meter, zone, etc. but will ultimately end with a visual display of that data represented across the Village.
 - ✓ **High Resident Bill Power BI dashboard** – We will review the Village's Microsoft Power BI licensing and data connectivity, recommend, and assist to implement the proper connections so that Village staff can display water use trends (optionally per user). The final objective is to push a recognition flag (Task) back to Cartegraph so that a resident or business gets notified of high use. We will also review the Sensus flow data and work to produce a comparison of produced to billed in Power BI (i.e., if there is a meter that is reading zero for multiple months).
- If requested, provide updated network or business process diagrams to document changes and improvements.

High-Level Timeline/Schedule

We understand the situation the Village is in concerning the Aquify transition. We commit to prioritizing review, recommendation, testing, and implementation as appropriate to assist the Village in transition tasks related to the Aquify infrastructure and software.

C2Wise can commit up to 20 hours per week to assist the Village with these projects. Seeing as many of their scopes are dependent on how many options we explore and the feasibility of solutions, we are unable to definitively say when each portion will be completed until that project's feasibility and path forward has been decided. Once we have a scope for each improvement, we will be able to provide a schedule for each, but we don't think anything in here is beyond a couple of months to implement.

FEE

Services will be provided at an hourly rate of \$150/hour with related travel billed at cost and any project expenses billed at cost plus 10%. We are proposing a not to exceed value of \$45,000 to accomplish the objectives laid out above. Progress will be updated in a weekly email to track spending. Due to the timing of this project, our staff have agreed to begin work immediately on

this project at no risk to the Village; if the project is not approved, the Village will not be billed for time spent before formal approval.

APPROVAL

We understand the above scope of work and approve the project as described above and authorize the team to proceed.



Christopher T. Sosnowski, President

2/1/2022

Date

Approved By

Date

Exhibit B.
Agreed Upon Pricing Structure

See Pricing Structure within Exhibit A.

Exhibit C. Insurance

1. Firm's Insurance

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

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

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

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

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

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

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

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

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

I. Assumption of Liability

The Firm assumes liability for all injury to or death of any person or persons including employees of the Firm, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

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

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

K. Failure to Comply

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

L. Professional Liability

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

**Ordinance No. O-2022-20 : Purchase of Vehicle****Recommendation of Action**

Staff recommends approval.

SUMMARY: The Village Board authorizes the Village Manager to purchase a replacement vehicle in an amount not to exceed \$35,000.00 pending review and approval by the Village attorney.

ATTACHMENTS:

- Vehicle Purchase Ordinance (DOCX)

Trustee Liaison
Stein

Staff Contact
Tom C. Wisniewski, Village Board

Tuesday, February 22, 2022

ORDINANCE 2022- _____**AN ORDINANCE AUTHORIZING A VEHICLE PURCHASE**

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

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

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

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

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

SECTION 2. The Village Manager is authorized to purchase a vehicle in an amount not to exceed \$35,000.00 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: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Vehicle Purchase Ordinance (O-2022-20 : Purchase of Vehicle)



Ordinance No. O-2022-29 : Ordinance Authorizing the Purchase of Wireless Access Point Improvements

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends the Village Board Authorize the Village Manager to purchase Hewlett Packard Wireless Access Point (WAP) equipment and support services in an amount not to exceed \$31,941.00 from SHI

ATTACHMENTS:

- Memo - Wireless Access Point Improvements (DOCX)
- SHI Quote-21616436 (PDF)
- Quote_Q3360657_1644885358313 (PDF)
- SHI WAP Purchase Ordinance(DOCX)

Trustee Liaison

Smith

Staff Contact

Tom C. Wisniewski, Village Board

Tuesday, February 22, 2022

**VILLAGE OF
BUFFALO GROVE**



DATE: February 17, 2022

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Administrative Services Director

RE: Wireless Access Point Replacements

Recommendation.

Staff recommends the Village Board Authorize the Village Manager to purchase Hewlett Packard Wireless Access Point (WAP) equipment and support services in an amount not to exceed \$31,941.00 from SHI

Background Information

Due to extraordinary lead times between ordering and receiving equipment, staff is requesting the Board Authorize the Village Manager to purchase Hewlett Packard Wireless Access Point (WAP) equipment at this time. This equipment will replace the End of Life (EOL) and End of Support (EOS) devices currently in place with the goal of increasing performance, manageability, and security.

Hardware (device) upgrades will be supported by improvements in network cabling and fiber internet connections with improved speeds and reliability.

This work involves replacing and upgrading the Villages internal Wireless Network, design changes and Wireless Access Point (WAP) upgrades to support secure, full network access and functionality for laptops and other mobile devices.

Staff sought out pricing for the equipment and received the attached responses. The Village was able to obtain only two prices, largely due to a practice in the IT equipment industry call "deal registration". Many of the major manufactures have a system by where the first supplier to contact them and register the sale of equipment, to a particular end user, receives a significant discount. This makes receiving complete quotes extremely difficult, as once the deal has been registered competing suppliers often will not respond to the request for quotes as they know they cannot compete.

The Village's IT service provider InterDev will perform some of the work involved in installing the above listed equipment.



Pricing Proposal
Quotation #: 21616436
Created On: Feb-15-2022
Valid Until: Feb-28-2022

City of Buffalo Grove

Lewis Wilkinson

Phone: (678) 672-1506
Fax:
Email: LWilkinson@Interdev.com

Inside Account Executive

Steve Squires

290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-764-888
Fax: 732-564-8553
Email: Steve_Squires@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HPE Aruba AP-515 (US) - Campus - wireless access point - Wi-Fi - Dual Band - in-ceiling Hewlett Packard Enterprise - Part#: Q9H63A	35	\$669.00	\$23,415.00
2 Aruba 3Y FC NBD Exch HW AP-515 SVC, AP-515, 9x5 HW support with next business day HW exchange. HP, Inc. - Part#: HG6T6E	35	\$39.00	\$1,365.00
3 HPE Aruba AP-MNT-MP10-A Campus Type A - Mounting bracket (pack of 10) - for HPE Aruba AP-504, AP-505, AP-514, AP-515, AP-534, AP-535, AP-555 Hewlett Packard Enterprise - Part#: JZ370A	3	\$119.00	\$357.00
4 HPE Aruba AP-MNT-A - Network device mounting kit - for HPE Aruba AP-504, AP-505, AP-514, AP-515, AP-534, AP-535, AP-555 Hewlett Packard Enterprise - Part#: R3J15A	5	\$21.00	\$105.00
5 HPE Aruba Central Foundation - subscription license (3 years) Hewlett Packard Enterprise - Part#: Q9Y59AAE	35	\$175.00	\$6,125.00
6 HPE Aruba AP-MNT-MP10-D Campus Type D - Mounting bracket (pack of 10) - for HPE Aruba AP-504, AP-505, AP-514, AP-515, AP-534, AP-535, AP-555, AP-575 Hewlett Packard Enterprise - Part#: Q9G71A	3	\$153.00	\$459.00
7 HPE Aruba AP-MNT-D - Network device mounting kit - for HPE Aruba AP-504, AP-505, AP-514, AP-515, AP-534, AP-535, AP-555 Hewlett Packard Enterprise - Part#: R3J18A	5	\$23.00	\$115.00
Total			\$31,941.00

Additional Comments

Please Note: HP, Inc. has a zero returns policy on custom build PCs. Ink and toner are also considered non-returnable

Attachment: SHI Quote-21616436 (O-2022-29 : Wireless Access Point Improvements)

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.

TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

Paragon Micro Inc.

PO Box 775695
Chicago IL 60677-5695

DUNS: 800436714
TIN: 20-0144408
CAGE CODE: 4ZHT8

**Quote****Q3360657**

Date: 2/3/2022
Expires: 3/5/2022

Sales Rep
Russo, Jeff
847-719-8417
jrusso@paragonmicro.com

Customer Contact
Contact: Robinson, Brett
Account: VO29733
PO#:
Phone: 847-459-2525
Email: bgfinance@vbg.org

Bill To:

Village of Buffalo Grove
Accounts Payable
50 Raupp Blvd.
Buffalo Grove IL 60089

Ship To:

Village of Buffalo Grove
Brett Robinson
50 Raupp Blvd.
Buffalo Grove IL 60089

Quote Name

HPE Aruba AP-515 w/ 3Yr & Central 3Yr (35)

Terms

Net 30

Cost Center**External Notes**

Qty	MPN	Description	Notes	Unit Price	Total
35	Q9H63A	HPE Aruba AP-515 (US) - Campus - wireless access point - Wi-Fi 5 - 2.4 GHz, 5 GHz - in-ceiling		699.99	24,499.65
35	HC4K0E	HPE Foundation Care Next Business Day Exchange Service - Extended service agreement - parts and labor - 3 years - on-site - 9x5 - response time: NBD		124.99	4,374.65
35	Q9Y59AAE	HPE Aruba Central Foundation - Subscription license (3 years) - 1 access point - hosted - ESD		181.99	6,369.65
35	R3J15A	HPE Aruba AP-MNT-A - Network device mounting kit		23.99	839.65
5	R3J18A	HPE Aruba AP-MNT-D - Network device mounting kit		27.99	139.95
				Subtotal	36,223.55
				Shipping Cost (FedEx Ground® (2-5 Business Days))	0.00
				Total	\$36,223.55

We value your business and will continue to provide you with excellent service in addition to our comprehensive product line.

SALES TAXES ARE ESTIMATED and may change depending on the rates levied by the destination's tax jurisdiction at the time of invoicing. Finalized invoice will be sent by Paragon Micro's Accounting Department.

PRICING AND INFORMATION DISCLAIMER: All pricing is subject to change without notice. For all prices, products and offers, Paragon Micro, Inc. reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances. While Paragon Micro, Inc. uses reasonable efforts to include accurate and up-to-date information on the Site, Paragon Micro, Inc. makes no warranties or representations as to the Site's accuracy. Paragon Micro, Inc. assumes no liability or responsibility for any errors or omissions in the content on the Site.

Accepted By: Printed Name

Purchase Order #

Authorized Signature

Date

Attachment: Quote_Q3360657_1644885358313 (O-2022-29 : Wireless Access Point Improvements)

ORDINANCE 2022-_____**AN ORDINANCE AUTHORIZING THE PURCHASE OR NETWORK EQUIPMENT.**

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

WHEREAS, the Village of Buffalo Grove requires wireless access equipment to provide modern computer and mobile device services for all departments; and

WHEREAS, the Village procured multiple prices for the required equipment; and

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

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

SECTION 2. The Village Manager is authorized to purchase network equipment from SHI in an amount not to exceed \$31,941.00

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: SHI WAP Purchase Ordinance (O-2022-29 : Wireless Access Point Improvements)



Ordinance No. O-2022-21 : Ordinance Approving a Memorandum of Understanding (MOU) Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association

Recommendation of Action

Staff recommends approval the attached Memorandum of Understanding (MOU) with the Buffalo Grove Professional Firefighters/Paramedic Association (IAFF) concerning a COVID-19 Vaccination Policy for it's membership.

Pursuant to the terms set forth in the collective bargaining agreement, dated May 1, 2020 - April 30, 2023, between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association (IAFF) and applicable labor law, the parties have met and have reached an agreement on the attached Memorandum of Understanding (MOU). The MOU relates exclusively to the COVID-19 Vaccination Policy for IAFF members. The specific terms of the Policy are detailed in the attached document.

ATTACHMENTS:

- 2-16-2022 - REVISED Vaccination Policy (PDF)
- 2-15-2022 - FINAL MOU Local 3177 (PDF)
- 2022 IAFF MOU Ordinance 02 16 2022 (DOC)

Trustee Liaison
Johnson

Staff Contact
Arthur a Malinowski, Human Resources

Tuesday, February 22, 2022

APPENDIX A

Mandatory COVID-19 Vaccination Policy

Effective: January 3, 2022
Revised: February 16, 2022

The Village of Buffalo Grove is committed to maintaining a workplace that is free of known hazards and to safeguarding the health of employees, vendors, patrons, residents, and the community from COVID-19. The United States Food and Drug Administration (FDA) has issued emergency use approval of two COVID-19 vaccines and recently issued full approval to one COVID-19 vaccine.

Given the extensive risk of significant illness and death that COVID-19 presents, and in an effort to maintain the health and safety of our employees and other persons, all employees must receive the first dose of a two-dose vaccine (Moderna or Pfizer) by January 24, 2022 and be fully vaccinated within 30 days of receiving a first dose of a two-dose vaccine. References to "day(s)" in this Policy are construed as calendar days.

Policy Requirements

All current employees regardless of employment status (full-time, part-time, seasonal/temporary, or student interns) must submit copies of their vaccination cards, including records of booster vaccination(s), or other documentation showing the date of their first dose to the Director of Human Resources & Risk Management by January 24, 2022.

Employees who are already fully vaccinated, including booster vaccination are required to submit copies of their vaccination cards or other documentation to the Human Resources & Risk Management by January 24, 2022, if they have not already done so.

All newly hired employees regardless of employment status (full-time, part-time, or seasonal/temporary, student interns) must receive the first dose of a two-dose vaccine prior to the start of their employment.

Receipt of a single-dose vaccine, such as Johnson & Johnson does not satisfy this policy as all new employees must receive either the Pfizer or Moderna vaccination.

All newly hired employees who have been fully vaccinated prior to the date of hire must receive a Pfizer or Moderna booster vaccination within 30 days of becoming eligible to do so, as defined by guidance from the Centers for Disease Control and Prevention (CDC). Additionally, all newly hired employees who have received one dose of a two-dose vaccine must receive the second dose within 30 days of their first day of employment.

All newly hired employees must provide supporting documentation of their COVID-19 vaccination status, including booster vaccination to Human Resources within 30 days of their first day of employment. The documentation submitted may be a copy of the employee's vaccination card or must come from a person or organization certified to administer the vaccine and should

not contain any private medical, genetic or family health information (other than the vaccination status and dates).

Booster Vaccination

A booster vaccination is strongly encouraged but not required under this policy.

The Village will not accept a Johnson & Johnson booster vaccination to satisfy the fully vaccinated requirements of this policy.

Employees are considered fully vaccinated:

- Two weeks after receiving the second dose of a two-dose vaccine (e.g., Pfizer or Moderna), but not yet eligible to receive a booster vaccination; or
- Upon receiving the Pfizer or Moderna booster vaccination, if eligible; or
- Two weeks after receiving a Pfizer or Moderna booster vaccination if they originally received one dose of a single-dose vaccine (e.g., Johnson & Johnson).

Employees who are not fully vaccinated, including booster vaccination, when eligible, will be scheduled during their scheduled working time to obtain their vaccination(s) or booster, up to a maximum of one hour per dose. Employees must receive advance approval regarding how much time an employee needs to be vaccinated and any impacts on the employee's work schedule. If a reasonable accommodation is requested, you must submit the request for consideration on or before January 18, 2022 so that the circumstances can be reviewed on a case-by-case basis and the available options can be reviewed before the January 24, 2022 deadline.

Additionally, all employees considered to be fully vaccinated (both fully vaccinated and boosted) by May 31, 2022 will receive one additional “shift” of floating holiday on a one time, not recurring basis to be used during the period from June 1, 2022 through June 1, 2023. Regardless of the reason that an employee is not Boosted, any employee who is not Fully Vaccinated and Boosted prior to May 31, 2022 is not eligible for this additional paid shift off work.

Paid "COVID-19 Time" for Emergency COVID related absences ONLY:

Up to 80.00 hours of Paid "COVID-19 Time" away from work will be granted when medically necessary due to the employee's own incapacity for the following reason(s) only, based on events that occur after the effective date of this Policy:

1. The employee is recovering from any injury, disability, illness, or condition related to a COVID-19 immunization, including booster vaccination.
2. The fully vaccinated (booster not required) employee is seeking or awaiting the results of a COVID-19 test or diagnosis because either the employee has been exposed to COVID-19 or the employer has requested the test or diagnosis.
3. The fully vaccinated (booster not required) employee is recovering from any injury, disability, illness, or condition related to COVID-19 after being diagnosed as COVID-19 positive and has been advised to quarantine by a licensed physician (and is medically unable to work remotely)

Additional conditions of receiving COVID 19 Time:

1. Paid COVID-19 Time off will run concurrently with otherwise unpaid FMLA time off both are applicable.
2. Employees are required to submit proof deemed satisfactory to management that verifies the employee is medically unable to report to work during periods that the employee is seeking to use Paid COVID-19 Time. The Village reserves the right to seek additional job-related medical information when deemed appropriate.
3. Paid COVID-19 Time may be used in minimum four (4) hour increments.
4. Before using Paid COVID-19 Time off, the employee should consult with their Department Head and/or Human Resources to determine if a remote work assignment, reduced schedule or other form of reasonable accommodation is available to assist the employee in safely performing their essential job functions. Paid COVID Time off is not considered additional "sick" or "vacation time off" and is to be used for one of the above reasons only due to a medical condition or diagnosis related to the employee.
5. Paid COVID-19 Time available under this Policy must be used during the period from January 3, 2022 through December 31, 2022.
6. Unused Paid COVID-19 Time will not be paid or carried over into subsequent calendar years and it will not be paid out if unused.

7. Employees returning to work after using Paid COVID-19 Time will be required to provide a release to return to work to verify that the employee has been evaluated by a health care provider and deemed to be safe to perform their essential job functions (either with or without a reasonable accommodation if medically necessary). This release to return to work may be in the form of a negative PCR COVID-19 test and full compliance with all current CDC return to work guidelines.
8. Misuse or abuse of Paid COVID-19 Time will result in disciplinary action against the offender, that may include termination if the employee intentionally falsified a request for COVID-19 pay.
9. Fully Vaccinated and otherwise eligible employees may use COVID-19 Time pursuant to these terms even if the employee is not Boosted. The only exception is as required by law (in which case the affected employee must be boosted and Fully Vaccinated to receive COVID-19 Time).

Medical and Religious Accommodations/Exemptions

Employees requesting an exemption from this policy due to medical reasons or a sincerely held religious belief must complete and submit the appropriate Accommodation Request form(s) (attached) to Human Resources by January 18, 2022. Exemptions will be granted where they do not cause the Village undue hardship or pose a direct threat to the health and safety of others. Exemptions cannot be granted solely for personal or philosophical reasons. The Village reserves the right to seek documentation or verification of the need for an exemption. Requests for an exemption will be considered on a case-by-case basis.

Employees granted an exemption from this policy must be masked at all times while in Village facilities except when eating or drinking in designated areas during break periods.

Employees granted an exemption from this policy will be required to practice increased infection control protocols including, but not limited to, physical distancing and subject to availability, weekly Village approved COVID-19 testing. The Village will maintain a list of approved tests and only the results from one of these approved tests will be accepted.

Employees granted an exemption must provide the Village with a negative Village approved COVID-19 test on a weekly basis. Test results will be reported to and documented by Human Resources.

Employees exempt from this policy who test positive for the COVID-19 virus must quarantine for at least 10 days before returning to work. Village will provide remote work opportunities for such Employees, when feasible and available, in the employer's sole discretion. Employees also may use accrued compensatory time (if, applicable), sick leave and/or vacation while quarantined. Employees without available leave will be absent without compensation.

The Village will pay for the testing process under only this section of this policy.

Employees granted a medical accommodation/exemption under this policy will be asked to recertify their continuing need for an accommodation/exemption on a basis consistent with the individual circumstances set forth in their original request.

Violations

Employees who violate this Policy will not be allowed to perform any services on behalf of the Village or enter Village premises for work related reasons. Employees will be suspended for one week without pay and issued a final warning if they do not timely obtain the first dose of the COVID-19 vaccine by January 24, 2022. Employees who violate this Policy a second time, including not obtaining a second dose of a two-dose vaccine on a timely basis, will be discharged. Exceptions will only be available to Employees who have timely filed a request and received management approval in writing that a Medical or Religious Accommodation/Exemption has been granted.

Employees Covered by a Collective Bargaining Agreement

Employees who are covered by a collective bargaining agreement are similarly subject to this mandatory vaccination policy, except as modified by an express provision of an agreement entered into and signed by the Union and authorized representatives of the Village Board. In all cases, employees who are in positions that are within the definition of "health care worker" (including EMS employees) are required to comply with the terms of the Governor's Executive Order 2021-22 (Covid-10 Executive Order No. 88, issued on 9/3/2021). A copy of the Governor's Executive Order is: <https://www.illinois.gov/government/executive-orders/executive-order.exeuctive-order-number-22.2021.html>

Further guidance/questions

Please contact Director of Human Resources & Risk Management, Arthur A. Malinowski, with questions about this Policy by calling 847-459-2549.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the Village of Buffalo Grove and its Fire Department (the “Village” or “Employer”) and the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, of the International Association of Firefighters, AFL-CIO, CLC (“Union”). The Village and Union are collectively referred to in this MOU as the “Parties.”

1. The Union and Employer are Parties to a collective bargaining agreement covering the period from May 1, 2020 through April 30, 2023 (the “CBA”).

2. On September 3, 2021, Governor Pritzker signed Executive Order 21-22 which requires all health care workers to be vaccinated against the COVID-19 virus as described in that “Executive Order”. Pursuant to that same Executive Order, any employee who was not Fully Vaccinated must undergo weekly COVID testing. The Parties agree the employees covered by the CBA are health care workers as defined in that Executive Order at all times relevant.

3. The Executive Order also requires all employees covered by the CBA to receive their 1st dose of a two dose COVID-19 vaccine series or a single dose vaccine by September 19, 2021 and, if applicable, receive the second dose in a two dose vaccine series within 30 days thereafter (no later than October 19, 2021).

4. On January 3, 2022, the Village announced and implemented a published policy applicable to all Village employees related to COVID-19 (and variants) and various other workplace safety issues designed to help protect the public and the Village’s employees during the COVID-19 pandemic (the “Vaccination Policy”). The Vaccination Policy is incorporated by referenced as Exhibit A to this MOU.

5. On January 29, 2021, the Local Union President presented the Village Manager a written notice and “Demand to Bargain” over the effects of the Vaccination Policy as to employees covered by the CBA. The terms of this MOU constitute the results of good faith bargaining with respect to the issues that were or could have been raised by the Union related to the application of the Vaccination Policy to the employees by the CBA.

6. As a condition of employment, effective January 3, 2022 and for so long as COVID-19 is deemed to be a pandemic as determined by the IDPH, all employees covered by the CBA shall comply with the Village’s Vaccination Policy and all applicable laws and ordinances that are applicable to health care workers including the Executive Order (as defined earlier). Provided, however, as applied to employees covered by the CBA, the Vaccination Policy will be administered in a manner as revised by the express terms of this MOU.

7. As quid pro quo and in return for the promises of the Union in this MOU, the Village will provide affected employees, on a one time basis, a “floating holiday” that is equal to one shift of paid time off to be used by each affected employee who is Fully Vaccinated AND has received the booster dose on or before 5/31/2022. This additional “floating holiday” will be earned and scheduled in accordance with Section 7.2 of the CBA to be taken during the period from 6/1/2022 through 5/31/2023. The Parties agree that, in the event an employee is not Fully

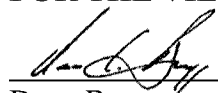
Vaccinated and boosted for any reason and regardless of the circumstances involved, the employee is not eligible to receive the additional floating holiday.

8. Additionally, all employees covered by the CBA who are Fully Vaccinated (but not boosted) and in compliance with the terms of the Vaccination Policy as amended by this MOU as of the date of execution of this MOU will be entitled to receive up to eighty (80) hours of "COVID Related Leave" of absence without loss of pay or benefits when medically necessary due to (a) time the employee was unable to report to comply with the recommended quarantine standards that are then in effect as determined by the IDPH guidelines as applicable to health care workers, and/or (b) to recover from side effects after receiving a vaccination shot or booster shot (up to one shift of COVID Leave time may be used for this purpose).

9. Any grievance submitted over the interpretation or implementation of this MOU shall be filed directly at Step 2 of Section 8.2 of the CBA. Employees will not be subject to disciplinary action based on solely on the fact that the employee has not received the booster dose of the COVID-19 vaccine, except if being boosted is a condition of employment as determined by the IDPH, and/or any applicable executive order, ordinance or law that applies to the employees covered by the CBA.

10. The terms of this MOU terminate at sunset on the date that the CDC declares COVID-19 is no longer a pandemic or December 31, 2022 (whichever is later). However, any benefits provided hereunder shall not be forfeited as a result of such termination. Should any section or clause of the MOU be declared illegal or invalid by a court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, all other provisions of this MOU shall remain in full force and effect. However, the Parties may, if required by law, bargain over any revisions to the MOU necessary due to the changed circumstances.

FOR THE VILLAGE OF BUFFALO GROVE



Dane Bragg
Village Manager



William M. Baker
Fire Chief

**FOR THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC
ASSOCIATION LOCAL 3177, IAFF, AFL-CIO, CLC**

Alfredo Caballero
Union President

ORDINANCE NO. 2022- _____

**AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
THE VILLAGE OF BUFFALO GROVE
AND
THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC ASSOCIATION**

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

WHEREAS, in accordance with the Illinois Public Labor Relations Act, the Village of Buffalo Grove entered into good faith collective bargaining and has thus reached an agreement with the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC concerning a COVID-19 Vaccination Policy for its membership as detailed within the attached Memorandum of Understanding.

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

Section 1. The President and the Board of Trustees hereby accepts the terms of the attached Memorandum of Understanding.

Section 2. The Village Manager is authorized to enter into agreement with the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC concerning the attached Memorandum of Understanding.

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022. APPROVED: _____, 2022.

Village President

ATTEST:

Village Clerk

Attachment: 2022 IAFF MOU Ordinance 02 16 2022 (O-2022-21 : Ordinance Approving a Memorandum of Understanding with IAFF)



**Ordinance No. O-2022-22 : Ordinance Regarding a Covid-19
Vaccination Policy for the Village of Buffalo Grove**

Recommendation of Action

N/A

The Village of Buffalo Grove implemented a mandatory COVID Vaccine Policy for its workforce on January 3, 2022. A policy was developed in accordance with CDC, FDA and IDPH guidance. If the Village Board wishes this policy to apply to all elected officials, it must pass an ordinance to implement the policy. If approved, the Village will notify all affected parties of the required deadlines and provide instructions to submit vaccine cards in accordance with the policy. The attached Addendum A was developed based on Village Board direction received at the January 18, 2022 Village Board meeting.

ATTACHMENTS:

- 02-22-22 COVID Vaccine Policy Memo (DOCX)
- ORDINANCE REGARDING A COVID-19 VACCINATION POLICY (DOCX)
- Exhibit A - Applicability to Officials (DOCX)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Tuesday, February 22, 2022

VILLAGE OF BUFFALO GROVE



DATE: February 17, 2022

TO: President Beverly Sussman and Trustees

FROM: Dane Bragg, Village Manager

SUBJECT: Village of Buffalo Grove COVID Vaccination Policy

The Village of Buffalo Grove implemented a mandatory COVID Vaccine Policy for its workforce on January 3, 2022. A policy was developed in accordance with CDC, FDA and IDPH guidance.

Highlights of the policy include:

1. Mandatory mRNA vaccine required for all employees;
2. Both doses of a mRNA vaccine are required to be considered fully vaccinated;
3. mRNA booster shots are optional based on CDC guidance;
4. Mandatory reporting of vaccination status to Human Resources;
5. Medical and religious exemptions permitted subject to application and approval;
6. Testing required for any person with a current, approved religious or medical exemption;
7. Collective bargaining agreements and/or occupational mandates (e.g. IDPH) may supersede the policy.

If the Village Board wishes this policy to apply to all elected officials, it must pass an ordinance to implement the policy. The attached ordinance, if approved, would require all elected officials to be vaccinated except anyone granted a valid accommodation. Vaccine cards are required to be submitted to Human Resources to comply with the policy.

If approved, the Village will notify all affected parties of the required deadlines and provide instructions to submit vaccine cards in accordance with the policy.

ORDINANCE No. 2022 - __**ORDINANCE REGARDING A COVID-19 VACCINATION POLICY
FOR THE VILLAGE OF BUFFALO GROVE**

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

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-20-5, provides that the corporate authorities of each municipality may do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of diseases; and

WHEREAS, the Village of Buffalo Grove understands that the availability of a COVID-19 vaccine will provide a means to suppress the COVID-19 virus and protect the health, safety and welfare of the residents and employees of the Village of Buffalo Grove; and

WHEREAS, should any section or provision of this Ordinance or the adopted COVID-19 Vaccination Policy be declared to be invalid, that decision shall not affect the validity of this Ordinance or adopted COVID-19 Vaccination Policy as a whole or any part thereof, other than the part so declared to be invalid.

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

Section 1. Addendum A – Applicability to Elected Officials, dated 02-16-2022, included as Exhibit A to this Ordinance, is hereby adopted and made a part of the Mandatory COVID-19 Vaccination Policy and is immediately effective.

Section 2. The requirements of the Mandatory COVID-19 Vaccination Policy and Addendum A shall also apply to all elected officials.

Section 3. Any elected official requesting an exemption from this policy due to medical reasons or a sincerely held religious belief must complete and submit the appropriate Accommodation Request form(s) to Director of Human Resources & Risk Management.

Section 4. All elected officials must submit copies of their vaccination cards, including records of booster vaccination(s), or other documentation showing the date of their first dose to the Director of Human Resources & Risk Management by March 7, 2022.

Section 5. This ordinance shall not be codified.

YES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Village President

ATTEST:

Village Clerk

February 16, 2022

Addendum A- Applicability to Elected Officials

As part of this policy, elected officials shall be required to be fully vaccinated as defined by this policy, except when a valid accommodation has been granted. Consideration of any or all of the following risk factors will be included in determining if fully vaccinated status is required:

1. Interaction with Village elected/appointed officials, employees and the public, including but not limited to:
 - a. Work conducted in Village facilities;
 - b. Proximity and/or duration to individual Village employees or workgroups while attending in-person meetings or serving as an appointee or liaison to any committee, board or commission of the Village;
 - c. Required interaction with healthcare workers in the employ of the Village; and/or
 - d. Proximity to residents or customers while attending in-person meetings or serving as an appointee or liaison to any committee, board or commission of the Village.

Procedure

The Village Manager shall make a recommendation to the Village Board for any elected official to be fully vaccinated as defined by this policy. If the elected official is required to be fully vaccinated, the Human Resources Director shall notify the elected official and establish reasonable timelines for compliance.

Classified Positions and Functions

The following elected officials are hereby required to be fully vaccinated under the requirements of this policy:

1. Village President;
2. Village Trustee; and
3. Village Clerk.

Failure to Comply

If an elected official fails to comply with the requirements of this policy within deadlines established by the Human Resources Director, the Village Board may censure the official as applicable and take any other action as may be allowed by law.

February 16, 2022

Review

The Village Manager shall review and recommend to the Village Board those elected officials subject to this policy in accordance with then-current risk factors, applicable local, state and federal regulations as well as CDC guidance during the duration of the COVID-19 pandemic. The Village Board shall have authority to amend this Addendum A of the policy from time to time.



Ordinance No. O-2022-23 : Authorization of the Village Manager to Enter into a Collective Bargaining Agreement and Memorandum of Understanding with the Metropolitan Alliance of Police, Police Patrol Officer Chapter #672

Recommendation of Action

Staff recommends approval.

Overview and accompanying documents to be provided under separate cover.

Trustee Liaison
Smith

Staff Contact
Dane Bragg, Office of the Village Manager

Tuesday, February 22, 2022	
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**Ordinance No. O-2022-24 : Award of Bid Tree Planting****Recommendation of Action**

Staff recommends approval.

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Acres Group for Tree Planting Services in an amount not to exceed \$145,660.00 pending final review and approval of the contract by the Village Attorney

ATTACHMENTS:

- Tree Planting Memo 2022 (DOCX)
- Tree Planting 2022 Ordinance (DOCX)
- Bidtab Final-Tree Planting 2022 (PDF)

Trustee Liaison
Stein

Staff Contact
Tom C. Wisniewski, Village Board

Tuesday, February 22, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: February 16, 2022
TO: Dane Bragg, Village Manager
FROM: Tom Wisniewski, Buyer
SUBJECT: Tree Planting 2022

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Acres Group for Tree Planting Services in an amount not to exceed \$145,660.00 pending final review and approval of the contract by the Village Attorney.

Background

Staff led a bid for Tree Planting services and bids were opened on January 27th, 2022. Bids were received from the following companies: Acres Group, Apex Landscaping, Beary Landscape Management, and Grundstrom Landscape & Maintenance. A copy of the bid tab is attached for reference.

Acres Group is the lowest responsive and responsible bidder. The lowest bidder, Acres Group, has performed this type of work for the Village in the past and staff was satisfied with their performance on that project.

The proposed contract would be for a spring planting of 435 various trees with an option to water the trees, if requested by staff. This contract also has an option for the Village to extend the term by one year with unit costs not to increase more than 3% or the CPI-U whichever is less.

The total cost for this contract is \$145,660.00. Adjustments to the contract cost in excess of \$10,000 must be brought back before the Village Board for approval.

ORDINANCE 2022- _____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH ACRES GROUP, FOR TREE PLANTING SERVICES

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute a contract with Acres Group at a price not to exceed \$145,660.00 for the first year of the contract 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: _____, 2022
 APPROVED: _____, 2022

APPROVED:

 Beverly Sussman, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: Tree Planting 2022 Ordinance (O-2022-24 : Award of Bid Tree Planting)

Village of Buffalo Grove
Public Works Department

2022 Tree Planting

Tabulation

Bid Opening: January 27 , 2022

	Acres Group 610 W. Liberty St. Wauconda IL 60084 jeff.dumas@acresgroup.com	Apex Landscaping Inc 24414 N. Old McHenry Rd Hawthorn Woods IL 60047 mmenoni@apexlandscaping.com	Beary Landscape Management 15001 W. 159th Street Lockport IL 60491 skoslowski@bearylanscaping.com	Grundstrom Landscape & Maintenance 29870 N. Skokie Hwy STE. 6 Lake Bluff IL 60044 chrissy@grundstromlandscape.com
Bid Bond:	Yes	Yes	Yes	Yes
Signed Proposal Form:	Yes	Yes	Yes	Yes
Signed Public Contract Statements:	Yes	Yes	Yes	Yes
Contract Modifications Requested	No	No	No	No
Base Bid	\$103,850.00	\$120,707.40	\$171,000.00	\$172,125.00
Alternate A	\$28,420.00	\$32,501.95	\$46,270.00	\$46,352.00
Alternate B	\$13,390.00	\$15,404.70	\$22,130.00	\$21,905.00
Optional Watering per Tree	\$16.00	\$12.00	\$13.00	
TOTAL COST	\$ 145,660.00	\$ 168,614.05	\$ 239,400.00	\$ 240,382.00

Attachment: Bidtab Final-Tree Planting 2022 (O-2022-24 : Award of Bid Tree Planting)



Ordinance No. O-2022-25 : Award of Bid Landscaping ROW & Median Maintenance Services

Recommendation of Action

Staff recommends approval.

Staff recommends that the Village Board authorize the Village Manager to execute a contract with City Escape Garden & Design for Landscape ROW and Median Maintenance Services in an amount not to exceed \$96,591.00 per year for the first two years of the contract pending final review and approval of the contract by the Village Attorney.

ATTACHMENTS:

- ROW & Median Maintenance Memo (DOCX)
- ROW Maintenance Ordinance (DOCX)
- BIDTAB ROW & Median Maintenance 2022 (PDF)

Trustee Liaison

Stein

Staff Contact

Tom C. Wisniewski, Village Board

Tuesday, February 22, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: February 17, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

SUBJECT: ROW & Median Maintenance

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with City Escape Garden & Design for Landscape ROW & Median Maintenance Services in an amount not to exceed \$96,591.00 per year for the first two years of the contract pending final review and approval of the contract by the Village Attorney.

Background

Staff led a bid for Landscape ROW & Median Maintenance Services. The contract includes but is not limited to mowing, weed control, landscaped median maintenance, and spring & fall clean ups on 61 acres of Village maintained rights-of-ways. The term of this contract is for two years with 3 possible one-year extensions, pending acceptable performance by the contractor and approval by the Village Board.

Bids were received from the following companies: Apex Landscaping, City Escape Garden & Design, Flecks Landscaping, Gilio Landscape Contractors, and Milieu Landscaping. A copy of the bid tab is attached for reference.

City Escape Garden & Design is the lowest responsive and responsible bidder. City Escape Garden & Design has performed the Villages ROW & Median maintenance services for the last three years. The company's performance has always been deemed by staff to be very good.

ORDINANCE 2022-_____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH CITY ESCAPE GARDEN & DESIGN, FOR LANDSCAPE ROW & MEDIAN MAINTENANCE SERVICES

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute a contract with City Escape Garden & Design at a price not to exceed \$96,591.00 per year for the first two years of the contract 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: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: ROW Maintenance Ordinance (O-2022-25 : Award of Bid ROW & Median Maintenance Services)

ROW & Median Maintenance 2022

Tabulation

RFB Opening: February 17, 2022

		Apex Landscaping 24414 N. Old McHenry Rd Hawthorn Woods IL 60047	City Escape Garden & Design 3022 W. Lake St Chicago IL 60612	Flecks Landscaping 222 Industrial Ln Wheeling IL 60090	Gilio Landscape Contractors 406 Campus Dr Arlington Heights IL 60004	Milleu Landscaping 525 Enterprise Parkway Lake Zurich IL 60047
Bid Bond:		Yes	Yes	Yes	Yes	Yes
Signed Proposal Form:		Yes	Yes	Yes	Yes	Yes
Signed Public Contract Statements:		Yes	Yes	Yes	Yes	Yes
Contract Modifications Requested		No	No	No	No	No
Village						
A. 1 - Median Mowing		\$76,860.00	\$77,280.00	\$86,352.00	\$83,720.00	\$80,545
A. 2 - Cul-De-Sac Mowing		\$9,716.00	\$2,100.00	\$1,708.00	\$20,720.00	\$1,630
A. 3 - Landscaped Medians		\$13,790.00	\$3,976.00	\$24,836.00	\$18,200.00	\$1,596
A. 4 - Cement Medians		\$5,625.00	\$1,215.00	\$1,164.00	\$15,720.00	\$1,140
A. 5 - Shrub Pruning		\$1,491.00	\$1,020.00	\$516.00	\$1,950.00	\$10,250
A. 6 - Weed Control all Turf Areas		\$15,080.00	\$11,000.00	\$6,892.00	\$12,080.00	\$35,000
TOTAL COST		\$122,562.00	\$96,591.00	\$121,468.00	\$152,390.00	\$130,161



Ordinance No. O-2022-26 : Ordinance Authorizing the Purchase of Replacement Police Vehicles through the Suburban Purchasing Cooperative

Recommendation of Action

Staff recommends approval.

Staff recommends that the Village Board authorize the Village Manager to purchase replacement vehicles, as further described in the attached memo, through the Northwest Municipal Conference Suburban Purchasing Cooperative in accordance with the Illinois Joint Purchasing Act (30 ILCS 525/0.01 et seq.), in a total amount not to exceed \$105,426.00 (base vehicle costs).

ATTACHMENTS:

- SPC Memo 2022 Winter (DOCX)
- SPC Vehicle Purchase Ordinance 2022 (DOCX)
- 2022-Ford-Utility-204-Award-Currie-10-27-21-Rev (PDF)

Trustee Liaison

Johnson

Staff Contact

Tom C. Wisniewski, Village Board

Tuesday, February 22, 2022

VILLAGE OF
BUFFALO GROVE



DATE: February 11, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

RE: Fleet Replacements Winter 2022

Recommendation

Staff recommends that the Village Board authorize the Village Manager to purchase replacement vehicles as described in this memo through the Northwest Municipal Conference Suburban Purchasing Cooperative in accordance with the Illinois Joint Purchasing Act (30 ILCS 525/0.01 et seq.), in a total amount not to exceed \$105,426.00 (base vehicle costs).

Background Information

The Police Department requests the purchase of three 2022 Ford Police Utility Vehicles. Unit 712, 725, & 728 are scheduled for replacement in Fiscal Year 2022 and are fully funded in the capital reserve. These units will be procured through a joint purchase in conjunction with the Suburban Purchasing Cooperative/Northwest Municipal Conference.

The units scheduled for replacement:

Police

712. A 2018 Ford Police Utility Vehicle, 97,983 miles currently shows on the odometer. This unit is due to be replaced as it is no longer in a condition that makes it wise to continue its service with the Police Department. The unit will be sold for asset recovery. This vehicle will be replaced with a 2022 Ford Police Utility Vehicle expected to cost \$35,142.

725. A 2017 Ford Police Utility Vehicle, 120,441 miles currently shows on the odometer. This unit is due to be replaced as it is no longer in a condition that makes it wise to continue its service with the Police Department. The unit will be sold for asset recovery. This vehicle will be replaced with a 2022 Ford Police Utility Vehicle expected to cost \$35,142.

728. A 2017 Ford Police Utility Vehicle, 65,203 miles currently showing on the odometer. This unit is due to be replaced as it is no longer in a condition that makes it wise to continue its service with the Police Department. The unit will be sold for asset recovery. This vehicle will be replaced with a 2022 Ford Police Utility Vehicle expected to cost \$35,142.

The total cost for all three vehicles shall not exceed \$105,426.

Police Vehicle up-fitting for the new 2022 Ford Police Utility vehicles will be completed by Ultra Strobe under a separate existing contract for an estimated cost of \$14,000 per vehicle. These costs will be expensed from the Police Court Supervision Fund and have no direct impact on the Budget.

ORDINANCE 2022- _____**AN ORDINANCE AUTHORIZING THE PURCHASE OF THREE FORD POLICE UTILITY VEHICLES FROM CURRIE MOTORS**

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

WHEREAS, the Village is a member of the Northwest Municipal Conference and the Suburban Purchasing Cooperative and

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

WHEREAS, the Suburban Purchasing Cooperative engaged in a competitive procurement process to obtain the best value for money.

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

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

SECTION 2. The Village Manager is authorized to purchase three Ford model year 2022 Police Pursuit Utility Vehicles at a price not to exceed \$105,426.00 from Currie Motors of Frankfort, IL.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: SPC Vehicle Purchase Ordinance 2022 (O-2022-26 : SPC Vehicle Purchases 2022)



A Joint Purchasing Program For Local Government Agencies

October 26, 2021

Mr. Thomas Sullivan
Currie Motors
10125 W. Laraway Road
Frankfort, IL 60423

Dear Mr. Sullivan,

We are pleased to advise you that the Suburban Purchasing Cooperative (SPC) Governing Board has approved the award of the following contracts from October 26, 2021 through October 25, 2022 based on Currie Motors submitting the lowest responsive, responsible bids in compliance with all terms and conditions set forth in the RFPs.

#204 2022 Ford Police Interceptor Utility
#206 2022 Ford Escape S, SE, SEL and Titanium

The SPC reserves the right to extend these contracts for up to (3) three additional one-year terms upon mutual agreement of the both the vendor and the SPC on a negotiated basis.

With acceptance of these contracts, Currie Motors agrees to all terms and conditions set forth in the specifications contained within the Requests for Proposals to which you responded.

Currie Motors will handle all billing. Each vehicle purchased will be assessed a **\$150.00** administrative fee per vehicle which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to a productive year working with Currie Motors. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan, CPPB
Purchasing Director
Northwest Municipal Conference

10/26/21

Name: Ellen Dayan Date
Northwest Municipal Conference

Thomas F Sullivan

10/27/21

Name: Date
Currie Motors

**DuPage Mayors &
Managers Conference**
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

**Northwest Municipal
Conference**
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

**South Suburban Mayors
And Managers Association**
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

**Will County
Governmental League**
15905 S. Frederick Street
Suite 107
Plainfield, IL 60586
Cherie Belom
Phone: (815) 254-7700



Ordinance No. O-2022-27 : Ordinance Authorizing an Engineering Agreement with Chastain & Associates, LLC. for a Pavement Condition Survey

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the Chastain & Associates pavement condition survey contract for Village owned streets, subject to review and approval by Village Attorney. Based upon the scope of work the total value of this contract is a not to exceed amount of \$93,215.00.

ATTACHMENTS:

- Chastain Pavement Condition Survey Memo (DOCX)
- Chastain Ordinance (DOCX)
- Professional Service Contract Chastain - 2022 (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Tuesday, February 22, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: February 16, 2022
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Assistant Public Works Director
SUBJECT: Chastain & Associates Pavement Management Survey

Recommendation

Staff recommends approval of the Chastain & Associates contract in an amount not to exceed \$93,215.00, pending legal review.

Background Information

Over the last decade, the Village's pavement management strategy was focused on a "worst first" approach. During that time many roads were falling behind on their maintenance schedule, leading to a straightforward list of roads in need of repair. Public works aimed to utilize whatever funding was available to rehabilitate or patch roads, stretching our funds across a large need.

With the establishment of the Infrastructure Modernization Program, along with the cost saving approach of improving water mains and streets together, we've begun to catch up. The long, straightforward list that once existed has been greatly reduced calling for the need for a long-term pavement rehabilitation strategy. In order to make value-based decisions a data set needs to be assembled and assimilated into our Cartegraph Asset Management software.

Chastain & Associates will use a subconsultant to gather the data through a variety of non-destructive test methods. Chastain will then help to consolidate that data into a usable format for both a report and Cartegraph system integration. The report will create a snapshot in time for the need of our road network, while the insertion of the information into Cartegraph will allow staff to update and utilize that data continuously.

ORDINANCE 2022- _____

AN ORDINANCE AUTHORIZING AN ENGINEERING AGREEMENT WITH CHASTAIN & ASSOCIATES, LLC.

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

WHEREAS, the Village seeks to enter into an Engineering Agreement with Chastain & Associates, LLC for a pavement condition survey contract for Village owned streets, subject to final review and approval by the Village Attorney,

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

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

SECTION 2. The Village Manager is authorized to enter into an Engineering Agreement with Chastain & Associates, LLC for a pavement condition survey contract for Village owned streets at a price not to exceed \$93,215.00, subject to final review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Chastain Ordinance (O-2022-27 : Pavement Condition Survey)

VILLAGE OF BUFFALO GROVE PROFESSIONAL SERVICES AGREEMENT ENGINEERING SERVICES

THIS AGREEMENT is dated as of the 22nd day of February 2022 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

Chastain & Associates LLC
120 W. Center Ct., Schaumburg, IL 60195
Attn: Steve Frerichs
Phone: 773-714-0050
Email: sfrerichs@chastainengineers.com

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

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

Attachment: Professional Service Contract Chastain - 2022 (O-2022-27 : Pavement Condition Survey)

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

F. **Escalation**

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

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

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

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

SECTION 6. WARRANTY AND INSURANCE

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

Chastain & Associates LLC
 120 W. Center Ct., Schaumburg, IL 60195
 Attn: Steve Frerichs
 Email: sfrerichs@chastainengineers.com

SECTION 8. GENERAL PROVISIONS (cont.)

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

SECTION 8. GENERAL PROVISIONS (cont.)

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

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

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

Attach RFQu Response documents

Attachment: Professional Service Contract Chastain - 2022 (O-2022-27 : Pavement Condition Survey)

February 8, 2022

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

RE: Village of Buffalo Grove – 2022 Pavement Condition Survey
Survey and Data Management Services

Mr. Johnson:

Chastain & Associates LLC is submitting this fee proposal to cover professional services requested for a 2022 Pavement Condition Survey and condition rating analysis for the road network maintained by the Village of Buffalo Grove.

This proposal covers Base Pavement Survey services including project management, pavement survey, preparation of GIS mapping suitable for street network inventory, evaluation of pavement survey images to develop distress features, importing of pavement inventory and distress features into PAVER software, develop existing condition pavement ratings using a 0 - 100 PCI scale and develop a summary report of existing pavement conditions. Upon completion of the pavement rating and reporting, Chastain will coordinate existing condition data migration into the Village's Cartegraph asset management program. These services are further detailed in the attached Summary Scope of Services.

A second tier or Optional Services includes several added value efforts that provide a greater depth of pavement management service. Added services include preparation of a State of the Streets summary report, analysis of various funding constraints and resulting pavement conditions, development of a five-year street improvement program, preparation of a five-year pavement management plan identifying maintenance recommendations and consequences of deferral, delivery of GIS hyperlinked forward looking images and pavement base deflection testing. These additional services are further detailed in the attached Summary Scope of Services.

The total Base Pavement Survey costs associated with the planned services is \$64,773.00 as presented in the attached Labor Hour & Cost Summary sheet. As part of the Base Pavement Survey services, we will be requesting the current street network data in GIS shape file format suitable for the project team to use in mapping travel and data collection routing of the pavement survey subcontractor and for use in mapping and modeling pavement condition and rating results.

The total Optional Services costs for the added reporting, modeling, images and base testing services is a combined total of \$28,442.00 as presented in the attached Labor Hour & Cost Summary sheet.



If you find the services and conditions described herein satisfactory, please indicate your acceptance in the space below and return one copy for our files. It is anticipated that pavement survey can be begin in early spring after the streets are clear of ice, snow, salt and the base is clear of any frost.

Thank you for this opportunity and we look forward to working with the Village of Buffalo Grove Public Works staff. If there are any questions or additional clarification needed, please contact me at 847-417-4180 or dlawry@chastainengineers.com.

Chastain & Associates LLC

Sincerely,

David L. Lawry, P.E., MPA
Director of Municipal Services

ACCEPTED FOR: The Village of Buffalo Grove

By: _____ Title: _____ Date: _____
Printed

By: _____
Signature

SELECTED SERVICES

- ☐ Base Pavement Survey
- ☐ State of the Streets Report
- ☐ Establish Funding Criteria
- ☐ Establish 5-Year Street List and Work Program
- ☐ Prepare 5-Year Pavement Management Plan
- ☐ Pavement Images (GIS Linkage)
- ☐ FWD Testing

Village of Buffalo Grove – 2022 Pavement Condition Survey
Survey and Data Management Services

BASE SCOPE OF SERVICES

Project Management – Services covered under this task includes administration of professional services, coordination of internal team members, project start-up coordination with pavement survey and data collection company and project progress coordination with client, staff and external service team members.

Pavement Survey – Services covered under this task includes mapping and survey of all 118 centerline miles of Village maintained streets. Survey will be completed by a digital video service provider using state of the art digital imaging and geographic location software. Survey will be completed in a single pass for all 2 and 3 lane roads and survey of both outside lanes for pavements 4-lanes wide or wider. Image collection will be completed meeting the pavement survey and PCI rating criteria of ASTM-D6433 standards for pavement and parking lot condition ratings. Survey efforts can begin after pavement conditions are clear of snow, ice, salts and the base conditions are stabilized and free from frost in early Spring 2022. QA efforts will include camera and GPS location integrity checks including multi-pass image review.

GIS Mapping and Street Network Inventory – Services covered under this task consist of developing a GIS base file inclusive of the Village street network. Work will include coordination with Village staff concerning street inventory and work history data that is used by the pavement survey team for location tracking and verification, and the pavement data management software PAVER to best determine deterioration rates and future project analysis. Efforts will include coordinating with Village staff to gather historical data and existing GIS shape files and attribute data covering the existing Village pavement network. Chastain will likely be required to modify the existing data to prepare the format for integration with the PAVER program which we are recommending for data management of the survey and rating results. QA efforts will be completed on a random sample of various streets to ensure rating results and digital images are consistent with observed field conditions.

Image Evaluation and Distress Measurements – This task covers the review and measurement of pavement distress indicators from the pavement survey images. Image review and distress measurements will include indicators such as cracking and surface failures consistent with load induced deteriorations, and cracking, weathering and raveling consistent with environmental induced deteriorations, and other indicators of pavement deterioration such as flushing, segregation, scaling and pumping. Measured distress values will be incorporated into the GIS mapping inventory identified above.

Importing Distress Measurements into PAVER – This task covers the review and import of distress measurements identified above into the PAVER data management program. Work will include processing the distress measurements to develop PCI scale existing condition ratings. Use of the PAVER program will incorporate the pavement inventory data from the GIS mapping and will also be used as an independent verification tool for data integrity to remove duplicate data, to verify surface types against inventory record and to identify missing pavement survey data due to blocked survey routes or routes under construction at time of survey.

Data Management and PCI Ratings – Services under this effort will include using the PAVER data management tool to develop existing pavement families, associated deterioration curves and programing of global and major work efforts reflective of existing Village pavement management efforts. Data management results will be used in developing an Existing Condition summary report of findings and to establish a current baseline pavement condition model for the Village. Work items will include the use of PAVER and also a cursory effort to review and develop a comparison of past pavement rating efforts and results.

Summary Report – Final effort will include delivery of a Base Line Pavement Condition Report for the Village. Report content will include summary of existing Village pavement inventory, survey and rating results and QA efforts completed. Base Line Report will provide a summary listing of all pavement ratings, projected deterioration rates and projected rating based on current global and major road maintenance. Purpose of report is to provide a foundation for understanding the existing pavement conditions.

Cartegraph Integration – Chastain will facilitate integration of pavement rating results into Village of Buffalo Grove's Cartegraph asset management software. Pavement rating results and data will be formatted and coordinated with staff and/or software support agents to insure a smooth transfer and migration of pavement condition results from PAVER to Cartegraph.

OPTIONAL SERVICES FEE

State of the Streets Report – Services covered under this task includes preparation of a report incorporating the findings of the Summary Report, identification of existing pavement management strategies, incorporate best practices recommendations for pavement maintenance and develop a future pavement management approach.

Establish Funding Criteria – Services covered under this task includes preparation of various pavement maintenance strategies based on various funding strategies. Goal is to identify optimum funding level that results in a sustainable pavement maintenance program. Efforts will include an iterative modeling and pavement ranking process to identify desired outcomes.

Establish 5-Year Street List and Work Program – The outcome from the funding analysis in the Funding Criteria efforts provides the foundation for analysis and development of a multi-year street list and work programs. The efforts cover with this task includes development of the methods and iterative analysis of selected street maintenance programing. An iterative modeling process utilizing the PAVER software is used to identify random street segment improvements that can then be grouped into logical neighborhood improvement programs. Services in this task include the iterative analysis and grouping efforts.

Prepare 5-Year Pavement Management Plan – This task will cover the preparation of a summary report documenting the 5-Year Pavement Plans prepared as part of the street list and work program development. Report will summaries processes and outcomes of different maintenance and funding scenarios, identify the recommended maintenance strategy and present the consequence of funding and maintenance deferral.

Pavement Image GIS Linkage Delivery – As part of the pavement survey, images are collected from four different high-resolution cameras. If requested, the forward-looking images can be delivered as a hyperlinked data source provided with a GIS deliverable for the Village.

Falling Weight Deflection (FWD) Testing – As a secondary service to the pavement survey, additional nondestructive testing can be completed to test the existing pavement base condition. A separate mobilization of specialized falling weight testing and measurement equipment can measure the existing pavement base conditions. Results of the FWD testing can be used to better define existing pavement conditions and future pavement performance and maintenance strategies. For the FWD services the fee assumes the Village would provide traffic control on all streets classified higher than local or residential.

Exhibit B.
Agreed Upon Pricing Structure

Attach Schedule of Prices

Project: Buffalo Grove - Pavement Management Budget

CA Proj No:

Date: 8-Feb-22

P:\Proposals 2022\22-00 Schaumburg Cost Proposals Only\22-03 Buffalo Grove PMA\Buffalo Grove Pavement Management Budget.xls\Buffalo Grove Pymt Manag Budget

Code No.	Task No.	Item Description	Sheet Count	Labor Code Budget		Project Manager	Project Engineer	Data Engineer	Direct Cost	Vehicles (Days)	Pmnt Srvy (Units)
				Billing	Hours						
Administration and Management											
		Proj. Management		\$1,044.00	6	2	4				
		QC/QA		\$444.00	2	2					
		Labor Subtotals		\$1,488.00	8	4	4	0		0	0
		Direct Cost		\$0.00					\$0	\$0	\$0
		Total		\$1,488.00							
Pavement Management - Base Service Fee											
		Project Kick-Off Meeting									
		Pavement Survey Requirements & Routing Map (GIS Base Data)		\$618.00	4	2		2			
		Pavement Survey		\$1,740.00	14	2	4	8			7610
		Existing Data Analysis (GIS Data Pavement Updates)		\$2,436.00	22	2	4	16			25420
		Preprocessing and Condition Analysis		\$2,580.00	22	4	2	16			8310
		Develop PAVER Input Tables									
		Develop Unit Cost Tables		\$948.00	8		4	4			
		Classify Pavement Categories		\$948.00	8		4	4			
		Pavement Survey - Field & Rating QA		\$2,844.00	24		12	12		3	
		Prepare Existing Street Condition Summary Report		\$2,340.00	18	2	8	8			
		Project Coordination, Progress & Review Meetings (3 Meetings Estimated)		\$2,232.00	12	6	6				
		Cartograph Integration Assistance		\$5,064.00	40	8	8	24			
		Labor Subtotals		\$21,750.00	172	26	52	94		3	41340
		Direct Cost		\$41,535.00					\$41,535	\$195	\$41,340
		Total		\$63,285.00							
Pavement Management - Option Service Fee											
		State of the Streets Summary Report		\$3,036.00	26	2	8	16			
		Establish Funding Criteria		\$2,880.00	24	4	4	16			
		Establish 5-Year Street List and Work Program		\$2,088.00	18	2	4	12			
		Prepare 5-Year Pavement Management Plan		\$2,784.00	20	4	8	8			
		Pavement Image GIS Linkage Delivery		\$2,688.00	28		4	24			2466
		FWD Testing (Base Condition Testing)		\$300.00	2		2				12200
		Labor Subtotals		\$13,776.00	118	12	30	76		0	14666
		Direct Cost		\$14,666.00					\$14,666	\$0	\$14,666
		Total		\$28,442.00							
BASE PAVEMENT SURVEY, DATA ANALYSIS, EXISTING CONDITION ANALYSIS											
Total Engineering and Data Analysis Costs = \$23,238.00											

Exhibit C. Insurance

1. Firm's Insurance

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

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

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

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

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

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1) General Liability and Automobile Liability Coverages:

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

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

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

I. Assumption of Liability

The Firm assumes liability for all injury to or death of any person or persons including employees of the Firm, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

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

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

K. Failure to Comply

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

L. Professional Liability

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



Ordinance No. O-2022-28 : Ordinance Authorizing the Purchase of an Ambulance from Foster Coach Sales Inc.

Recommendation of Action

Staff recommends approval.

Staff recommends that the replacement vehicle be acquired through the Suburban Purchasing Cooperative program in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed amount of \$415,282.68. The vehicle will be funded through the vehicle reserve.

ATTACHMENTS:

- Buffalo Grove Conversion Quote 1-31 (PDF)
- Buffalo Grove Chassis Quote 1-31 (PDF)
- Signed #174 Price Increase 12-9 (PDF)
- Ambulance Joint Purchase Ordinance (DOCX)
- 2022 Ambulance Replacement - 022222 Board Memo (DOCX)

Trustee Liaison
Johnson

Staff Contact
Mike Baker, Fire

Tuesday, February 22, 2022

FOSTER COACH SALES, INC.

903 Prosperity Drive Street P.O. Box 700
Sterling, Illinois 61081

Phone: (815) 625-3276
(800) 369-4215
Fax: (815) 625-7222
Web site: www.fostercoach.com

PF01072

QUOTATION

TO: BUFFALO GROVE FIRE DEPT
1051 HIGHLAND GROVE DR
BUFFALO GROVE, IL 60089

DATE: 01/25/22

ATTN: WILLIAM WAGNER

REFERENCE: NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
1	2022 HORTON CONVERSION PER CUSTOMER SPECIFICATIONS INCLUDES POWER COT AND POWER LOAD	\$ 285,769.00	\$ 285,769.00
		\$ Total	\$ 285,769.00
ACCEPTED BY: _____			
TITLE: _____ Date: _____			

ESTIMATED DELIVERY:
14-18 MONTHS DEPENDING ON CHASSIS

PROPOSED BY: _____

P.J. FOSTER, VICE PRESIDENT OF SALES

FOSTER COACH SALES, INC.

903 Prosperity Drive Street P.O. Box 700
Sterling, Illinois 61081

Phone: (815) 625-3276
(800) 369-4215
Fax: (815) 625-7222
Web site: www.fostercoach.com

PF01072

QUOTATION

TO: BUFFALO GROVE FIRE DEPT
1051 HIGHLAND GROVE DR
BUFFALO GROVE, IL 60089

DATE: 01/25/22

ATTN: WILLIAM WAGNER

REFERENCE: NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
1	2024 FREIGHTLINER M2 CHASSIS	\$ 98,752.00	\$ 98,752.00
ACCEPTED BY: _____			
TITLE: _____ Date: _____			
		\$ Total	\$ 98,752.00

ESTIMATED DELIVERY:
14-18 MONTHS DEPENDING ON CHASSIS

PROPOSED BY:

P.J. FOSTER, VICE PRESIDENT OF SALES



A Joint Purchasing Program For Local Government Agencies

December 6, 2021

Mr. P.J. Foster
Vice President, Sales
Foster Coach Sales, Inc.
PO Box 700, 903 Prosperity Drive
Sterling, IL 61081

Dear Mr. Foster,

This letter is to inform you that the Suburban Purchasing Cooperative (SPC) Governing Board has approved the approved the fourth and final, one-year contract extensions on the 2022 Type I Additional Duty Ambulance Contract (#174) to Foster Coach Sales, Inc., Sterling, IL from January 1, 2022 through December 31, 2022, with the requested price increases taking effect immediately.

Type I Additional Duty Ambulance (Contract #174)		
Chassis	Current \$	New
Ford F-550 Diesel 4x4 per SPC specifications	\$295,881.00	\$319,183.00
Alternate F-Series Chassis Options:		
Provide 2 WD (4x2) Diesel Chassis	-\$2,583.00	-\$2,597.00
Provide 4 WD (4x4) Chassis with Gas 7.3 liter V-7	N/A	-\$8,096.00
Provide 2WD (4x2) Chassis with Gas 7.3 liter V-8	N/A	-\$10,693.00
Alternate Chassis Options:		
Freightliner M2 per SPC specifications	\$318,974.00	\$345,410.0
Freightliner Option Liquid Spring Suspension	+\$7,747.00	+\$10,500.00
International MV607 per SPC specifications	\$318,877.00	\$343,606.00
International Optional Liquid Spring Suspension	+\$7,747.00	+\$8,033.00
International CV 4x4 with Liquid Spring Suspension	\$303,192.00	\$328,581.00
Alternate CV Chassis Option: Provide 2WD (4x2) Chassis	-\$2,800.00	-\$2,950.00

Foster Coach Sales Inc., Sterling, IL will handle all billing. Each ambulance will be assessed an administrative fee of **\$750.00** per ambulance for members and **\$1,000.00** per ambulance for non-members, which shall be paid directly by the vendor to the SPC on a quarterly basis.

**DuPage Mayors &
Managers Conference**
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

**Northwest Municipal
Conference**
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

**South Suburban Mayors
And Managers Association**
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

**Will County
Governmental League**
15905 S. Frederick Street
Suite 107
Cherie Belom
Phone: (815) 254-7700

The SPC looks forward to a productive year working with Foster Coach Sales, Inc., Sterling. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,



Ellen Dayan, CPPB
Purchasing Director
Northwest Municipal Conference



Ellen Dayan, NWMC
12.06.21
Date



P.J. Foster, Foster Coach Sales
12/9/21
Date

Attachment: Signed #174 Price Increase 12-9 (O-2022-28 : Ambulance Joint Purchase)

**DuPage Mayors &
Managers Conference**
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

**Northwest Municipal
Conference**
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

**South Suburban Mayors
And Managers Association**
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

**Will County
Governmental League**
15905 S. Frederick Street
Suite 107
Cherie Belom
Phone: (815) 254-7700

ORDINANCE 2022-_____**AN ORDINANCE AUTHORIZING PURCHASE OF AN AMBULANCE FROM FOSTER COACH SALES INC.**

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

WHEREAS, the Village of Buffalo Grove Fire Department requires a replacement ambulance; and

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

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

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

SECTION 2. The Village Manager is authorized to purchase an ambulance from Foster Coach Sales Inc., through the Suburban Purchasing Cooperative contract 174, at a price not to exceed \$415,282.68

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: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Ambulance Joint Purchase Ordinance (O-2022-28 : Ambulance Joint Purchase)

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: February 16, 2022

TO: Dane Bragg, Village Manager

FROM: Mike Baker, Fire Chief/EMA Director

SUBJECT: Ambulance Joint Purchase Ordinance

RECOMMENDATION

Staff recommended that a replacement ambulance be acquired through the Suburban Purchasing Cooperative purchasing program, contract #174, from Foster Coach Sales, Inc., in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) in a total not to exceed the amount of \$415,283. This purchase will span two fiscal years with an expenditure of \$98,752.00 in 2022 for the purchase of the chassis. The balance will be due upon delivery of the Horton/Freightliner M2 ambulance in 2023.

BACKGROUND

Unit 225 is a 2015 Horton/Freightliner M2 ambulance with 92,188 miles showing on the odometer. This unit has reached an age and condition that it is no longer an option to refurbish it for continued service. The anticipated lifespan of eight years for this vehicle will be met in 2023.

The planning and construction of the proposed replacement, a 2023 Horton/Freightliner M2 ambulance, will span two fiscal years starting in 2022 with the chassis order, and ending in mid- 2023 with completion and delivery to Buffalo Grove. The vendor, Foster Coach Sales, Inc. has notified staff that on March 1, 2022, there will be a 9% increase for the patient compartment portion of the ambulance, in the amount of \$25,720.00. The 2022 capital expense was originally planned for an expenditure of \$380,000. The cost of the proposed replacement is \$384,521.00, split over two budget years.

The current 2015 Horton/Freightliner M2 ambulance is being assessed for trade in value or outright sale, whichever will provide the best value for the Village of Buffalo Grove.

Due to the complexity of construction of these vehicles, staff is recommending, as has been past practice, that an 8% contingency be calculated into the final not to exceed amount. This contingency, in the amount of \$30,762.00, for the patient compartment area (the chassis price is quoted by Freightliner) will be held by the Village and only be expended if necessary modifications to the ambulance are required and are authorized by the Village Manager through a change order.

ATTACHMENTS

Foster Coach Sales, Inc., Pricing Submissions

Ambulance Joint Purchase Ordinance

Suburban Purchasing Cooperative, Contract #174



Ordinance No. O-2022-30 : Ordinance Authorizing an Intergovernmental Agreement with the County of Lake Relating to the Resale of Water to Unincorporated Neighbors

Recommendation of Action

Staff recommends approval subject to Village Attorney review.

This agreement allows Lake County Public Works to purchase water from the Village of Buffalo Grove at the standard Village rate and allows for resale to the Pekara and Horatio Gardens Subdivisions subject to Village Attorney review.

ATTACHMENTS:

- Pekara BOT Memo (DOCX)
- Water Resale Ordinance LCPW 2022 (DOCX)
- Lake County_Pekara Water Agreement (Buffalo Grove) (00028444-6) (DOCX)
- Pekara Exhibits (A-C) 6-09-2021 (PDF)

Trustee Liaison
Stein

Staff Contact
Darren Monico, Public Works

Tuesday, February 22, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: January 28, 2022

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Sale of Water Agreement with Lake County Public Works

Recommendation

Staff recommends approval of the attached agreement for the sale of water with Lake County Public Works (LCPW) subject to final attorney review.

Background Information

The Village of Buffalo Grove has been investigating the resale of potable water to neighboring communities or subdivisions. This would benefit our neighbors by providing them with Lake Michigan water that they are not able to obtain on their own while allowing the Village to produce additional revenue to supplement the Village's infrastructure programs for the long term.

To this end, the Village has set departmental goals of providing sustainable funding sources for its infrastructure programs and for investigating the resale of water to our neighboring communities. This agreement meets these goals. The proposed agreement allows the Village to utilize its existing pumping and reservoir capacity to provide water to Pekara/Horatio Gardens while providing a high-quality and reliable water source.

The Public Works Department has been negotiating the resale of potable water to the Pekara and Horatio Gardens neighborhoods with the Lake County Public Works Department for several years. To complete this, several things needed to be accomplished:

1. Confirmation that the Village of Buffalo Grove is allowed by contract with the Northwest Water Commission to sell water to these unincorporated areas and that we have the capacity to provide this water. This was confirmed in 2021.
2. LCPW needs to secure a Lake Michigan water allocation for this area. This is currently in process by LCPW. The average amount of water used by these neighborhoods over the last 10 years is 253,000 gallons per day. Once the allocation is secured and the connection is completed the resale of water can begin. This is expected to start later this year.
3. The Village and LCPW need to agree on the terms and structure for the agreement. This is provided at the board level tonight for consideration.

Under the terms of the agreement, Lake County would construct two connection points to the Buffalo Grove system and would bear the full cost of connection. Lake County would pay the Village's retail water rate (currently \$6.12/1,000 gallons consumed) plus a monthly facility fee for a 6" water main connection, which would be paid to the Village under a single invoice to the county. The Village's obligation to supply water is capped at 500,000 gallons per day. Lake County would continue to own and maintain its distribution system, inclusive of pressurization, maintenance, metering, utility billing and regulatory compliance. The

term of the agreement extends to the completion of the Northwest Water Commission First Amended Water Supply Contract (currently 2035) or longer, but no longer than 20 years.

The Village of Buffalo Grove values their partnership with the Lake County Public Works Department and is eager to provide Lake Michigan drinking water to the Pekara/Horatio Gardens territory to the benefit of the Village and Lake County.

ORDINANCE 2022- _____

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF LAKE
RELATING TO THE RESALE OF WATER TO UNINCORPORATED NEIGHBORHOODS**

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 an agreement with the County of Lake for the purposes of the resale of potable water to unincorporated neighborhoods through the Lake County Public Works Department.

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

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

SECTION 2. The Village Manager is authorized to enter into an intergovernmental agreement with the County of Lake for the purposes of the resale of potable water to unincorporated neighborhoods through the Lake County Public Works Department, subject to the review and approval of the Village Attorney.

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

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

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2022
APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

**WATER PURCHASE AND SALE CONTRACT
BY AND BETWEEN
VILLAGE OF BUFFALO GROVE AND COUNTY OF LAKE**

THIS WATER PURCHASE AND SALE CONTRACT (the “**Contract**”) is made and entered into as of, _____, 2021, by and between the **VILLAGE OF BUFFALO GROVE, Illinois (“Village”)** and **COUNTY OF LAKE, ILLINOIS (“County”)**, and in consideration of the mutual covenants and agreements herein contained.

SECTION 1 BACKGROUND

A. The Village owns and operates a Village Waterworks System for the receipt of Potable Water and for the delivery of Potable Water to its residents and other Customers.¹

B. The Village Waterworks System derives its water from Lake Michigan pursuant to a Water Allocation from the State of Illinois Department of Natural Resources.

C. The Village issued and sold, and may in the future issue and sell, Bonds from time to time during the term of this Contract in sufficient amounts for the payment of acquiring, designing, constructing, and maintaining the Village Waterworks System.

D. The County owns and operates the County Waterworks System for the delivery of Potable Water to its customers.

E. The County Waterworks System is currently supplied by water wells.

F. The County desires to purchase Potable Water from the Village, and the Village desires to sell Potable Water to the County, solely for the purposes set forth in and in strict accordance with the provisions of this Contract. The Village and the County acknowledge that this is not an exclusive contract for the sale and purchase of water to the County.

G. Pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.* (2020), the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (2020), and Article VII, Sections 6 and

¹ All capitalized words and phrases throughout this Contract shall have the meanings set forth in Section 2 hereof.

10 of the Illinois Constitution of 1970, the Village and the County are authorized to enter into this Contract.

H. The County recognizes that the Village may use this Contract as the basis, in part, for obtaining loans from time to time to be evidenced by the issuance of its Bonds; and for payment of the principal of and the premium, if any, and interest on such Bonds; and as the means for the payment of its maintenance and operating expenses; and for such purposes as may be authorized by applicable statutes or required in any Bond Ordinance adopted by the Village authorizing issuance of Bonds.

I. In order for the County to utilize the Lake Michigan water that would be deliverable through the Village Waterworks System, the County is required to secure a Water Allocation for serving the Connection Area. The County's securing of such Water Allocation is a condition precedent to the County receiving, and the Village providing, Potable Water pursuant to this Contract.

SECTION 2 DEFINITIONS

The following words and phrases shall have the following meanings when used in this Contract.

"Bonds" means Village Bonds and any revenue bonds issued by the County relating to the County Waterworks System.

"Bond Ordinances" means all of the respective bond ordinances and resolutions under which the Parties have or will authorize the issuance of, or issue, Bonds.

"Connection Area" means the area as depicted in Exhibit A, or as otherwise may be agreed upon by the Parties.

"Connection Facilities" means the Village Connection Facilities and the County System Connection Facilities.

"Connection Facilities Concept Plan" means the locational plans attached as Exhibit B to this Contract, which plans shall be the basis for the Construction Documents.

“Construction Documents” means the designs, plans, and specifications to be prepared in accordance with Section 9.A of this Contract.

“Contract” means this Contract.

“County” means the County of Lake.

“County System Connection Facilities” means those portions of the County Waterworks System to be used to connect the County Waterworks System existing as of the Effective Date of this Contract to the Village Waterworks System, which facilities are generally depicted in the Connection Facilities Concept Plan. The County System Connection Facilities include, among other items, the valves [and pressure adjusting station] described in this Contract and pipeline and equipment appurtenant thereto.

“County Waterworks System” means all of the County’s facilities, including land; easements; rights-of-way over lands and waters; pumping facilities, wells, treatment facilities, storage facilities, metering stations, and other facilities; mains; and pipelines acquired and used (or to be used) for the purposes of transmitting and providing Potable Water; and operational systems for providing and managing the use of Potable Water to the County’s customers within the Connection Area.

“Customer” means any person or entity to whom the Village directly sells Potable Water.

“Day” means any 24-hour continuous period commencing at 12:00 a.m. (midnight) local time.

“Delivery Date” means the date that the Village first delivers Potable Water to the County.

“Effective Date” means the last date of execution of the Contract by the Village and County.

“Fiscal Year” means the fiscal year of the Village.

“Force Majeure” means acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority; insurrections; riots; acts of terrorism; epidemics;

pandemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; civil actions by third parties affecting or threatening to affect obligations or undertakings of any Party under this Contract; eminent domain actions by any Party necessary or convenient to effect any obligation or undertaking of any Party under this Contract; explosions, breakage, or accidents to machinery, pipelines, plants, canals, or tunnels; and inability on the part of the Village to deliver Potable Water hereunder, or of the County to receive Potable Water hereunder, on account of any other causes not reasonably within the control or ability to cure of the Party claiming such inability.

“Maximum Water Supply Amount” means the maximum amount of Potable Water that the Village shall be obligated to deliver to the County, and that the County shall be authorized to purchase from the Village, pursuant to this Contract, which amount shall not exceed 500,000 (Five Hundred Thousand) gallons per day, unless otherwise agreed in writing from time to time by the Village and the County.

“Party” or **“Parties”** means either the Village, the County or both, as appropriate.

“Point of Delivery” means the first valve immediately downstream from the metering station at which the Potable Water delivered to the County pursuant to this Contract leaves the Village Waterworks System and enters the County Waterworks System.

“Potable Water” means treated, filtered water drawn from Lake Michigan provided to the Village.

“Rate” means the customary and applicable rate for delivery of Potable Water established by the Village for a particular fiscal year.

“Trustee” means a trustee provided in a Bond Ordinance.

“Village” means the Village of Buffalo Grove, Illinois.

“Village Bonds” means the debt obligations, whether in the form of Village Revenue Bonds or other bonds, notes, or other evidences of indebtedness, to be issued by the Village in

an amount sufficient to pay the expected costs to complete all of the Village's obligations under this Contract, including, without limitation, costs of construction and professional services.

"Village Connection Facilities" means the portions of the Village Waterworks System to be constructed pursuant to this Contract by the County after approval by the Village to connect the County Waterworks System, which facilities are generally depicted in the Connection Facilities Concept Plan. The Village Connection Facilities include, among other items, the metering station and Supervisory Control and Data Acquisition ("SCADA") facilities described in this Contract and pipelines and equipment appurtenant thereto.

"Village Revenue Bonds" means all of the Village's debt obligations to which revenues from the Village Waterworks System are committed, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such revenue obligations authorized by law to be issued by the Village from time to time and refunding revenue obligations issued to refund other such obligations.

"Village Waterworks System" means all of the Village's facilities, including land; easements; rights-of-way over lands and waters; pumping facilities, treatment facilities, storage facilities, metering stations, and other facilities; mains; and pipelines acquired and used for the purposes of transmitting Potable Water to the Village residents and Customers. The Village Waterworks System includes the metering station and all meters and other equipment located therein constructed as part of the Village Connection Facilities.

"Water Allocation" means an authorization to divert a specified quantum of Lake Michigan water for use as Potable Water pursuant to the Level of Lake Michigan Act, 615 ILCS 50/1 *et seq.* (2020), as amended from time to time; the Illinois Department of Natural Resources Rules and Regulations for the Allocation of Water from Lake Michigan, 92 Ill. Admin. Code Part 730, as amended from time to time; applicable Illinois Department of Natural Resources Decisions, as amended from time to time.

“Well Water” means either treated, filtered water or untreated, unfiltered water drawn from wells owned and, operated by the County.

SECTION 3 SUPPLEMENTAL WATER SUPPLY

A. **Agreement to Sell and Purchase.** Subject to all provisions of this Contract, the Village shall sell and deliver to the County, and the County shall purchase and receive from the Village, an amount of Potable Water not to exceed 500,000 (Five Hundred Thousand) gallons per day. This amount includes municipal use, system leakage and metering losses located beyond the Point of Delivery. The Village’s obligation to the County to deliver Potable Water hereunder shall be limited to this amount.

B. **Beginning of Obligations to Deliver and Receive Potable Water.** The Village shall be obligated to deliver Potable Water to the County Waterworks System, and the County shall be obligated to receive at the County Waterworks System, Potable Water delivered by the Village immediately after: (i) the County has secured a Water Allocation sufficient to serve the Connection Area in accordance with this Contract; and (ii) completion of construction of the Point of Delivery and any other County System Connection Facilities and any Village Connection Facilities and inspection and approval for operation thereof by the Village and any other regulatory agency (the “**Commencement Date**”). This paragraph includes any water used to test or prepare the County System Connection Facilities.

C. **Limits on Supply.** The Village shall use its best efforts to furnish Potable Water to the County as hereinabove provided, but the County acknowledges and agrees that the Village’s obligation hereunder is limited by:

- i. The amount of Potable Water available to the Village from time to time;
- ii. The County securing a Water Allocation for the Connection Area, as well as the continuation or diminishment of such Water Allocation, as governed by 615 ILCS 50 and any subsequent administrative rulings issued by the State of Illinois and/or its departments;

iii. The continuation or diminishment of the Village's Lake Michigan Water Allocation as governed by 615 ILCS 50 and any subsequent administrative rulings issued by the State of Illinois and/or its departments;

iv. Water supply curtailment by the Northwest Water Commission or the City of Evanston (as the suppliers of the Village Waterworks System), during urgent or emergent conditions;

v. The capacity of, and any risk of harm to, the Village Waterworks System due to the furnishing of Potable Water;

vi. Ordinary transmission loss, including standard metering error, between the Village's source of supply and/or the Point of Delivery to the County Waterworks System;

vii. The Provisions of this Contract; and

viii. Force Majeure.

D. Additional Subsequent Customer. The County acknowledges that the Village may enter into contracts for the sale by the Village of Potable Water to Customers other than the County. The Parties acknowledge that the rates for the sale of Potable Water in such contracts may affect the rates charged to the County pursuant to this Contract; provided, however, that the Village acknowledges and agrees that the rates charged to the County shall be no higher than the rates charged to such other Customers.

E. Emergency or Maintenance Stoppage or Flow Reduction. The Village undertakes to use reasonable care and diligence to provide a constant supply of Potable Water as herein provided, but reserves the right at any time to cease or reduce the flow of Potable Water in its mains for emergency and maintenance purposes. The Village shall give notice not less than 48 hours in advance of any stoppage for scheduled maintenance purposes and it shall give such notice as is reasonable under the particular circumstances of any cessation or reduction of flow for emergency purposes. The Village shall provide as much notice as practical where the flow of water is expected to be reduced temporarily.

F. Limits on Use. Potable Water delivered by the Village to the County pursuant to this Contract shall be used solely for the purpose of resale by County for use within the Connection Area. Neither the County nor any customer of the County shall sell or resell Potable Water to anyone outside the Connection Area, or for use outside of the Connection Area, without the written approval of the Village.

SECTION 4 QUALITY; DELIVERY; STORAGE; DISTRIBUTION; CONSERVATION

A. Water Quality. The Village shall supply the County with Potable Water of a quality commensurate to that furnished to the Village's residents. The Village bears no responsibility for the contamination of Potable Water or deterioration of water quality occurring beyond the Point of Delivery to the County Waterworks System.

B. Maintenance of System; Water Quality; Prevention of Waste. The County shall operate the County Waterworks Systems in such a manner as at no time to place the Village Waterworks System in jeopardy of failing to meet (i) the regulations of any federal, State of Illinois, or local agency or governmental authority having jurisdiction over the operation of the Village Waterworks System or (ii) the commitments the Village has to its residents and to its water suppliers. The County shall notify the Village immediately of all emergency and other conditions that may directly or indirectly affect quantity or the quality of the Potable Water to be received under this Contract or the Village Waterworks System or water supply. The County further agrees to take reasonable measures to conserve water.

C. No Use of Wells and Well Water. The County warrants and represents that upon receiving water pursuant to this Contract it will not distribute well water through the County Waterworks System to its Potable Water customers in the Connection Area and will not do so in the future without the written consent of the Village.

D. Surges and Back-Flows. The County's operation of the County Waterworks System, including, without limitation, its pressure adjusting stations, shall not cause surges or back-flows into the Village Waterworks System, and any connection between the Village

Connection Facilities and/or Village Waterworks System and the County System Connection Facilities shall be provided with air gap protection. The Village shall not be responsible for any damage to the County Waterworks System caused by the design, operation, or maintenance of the County Waterworks System.

E. County Waterworks System Pressures. The County shall be solely responsible for delivering Potable Water to its customers at pressures required or necessary to make such delivery.

F. Rate of Withdrawal. The County will take Potable Water at the most uniform and continuous rate of withdrawal practicable.

G. Connection to Transmission Mains. Except for the Connection Facilities, the County shall not construct or install, nor permit to be constructed or installed, any taps from or connections to the Village Waterworks System. Such prohibited taps and connections shall include, without limitation, distribution mains, valves, fire hydrants and service lines. Nor shall County construct taps on the County Waterworks System within sixty feet (60') of the Point of Delivery, without written consent of the Village.

H. County System Connection Facilities. The County, at its own expense and pursuant to the schedule established by this Contract, shall site, design, construct, operate, maintain, and when necessary replace the County System Connection Facilities in general conformity with the Connection Facilities Concept Plan. Construction Documents for the County System Connection Facilities, and any future modifications thereof (except for minor field variations occurring in the ordinary course of installing or repairing the County System Connection Facilities), shall be submitted in advance of construction or modification to the Village for review and approval in accordance with Section 9.A of this Contract.

SECTION 5 MEASURING EQUIPMENT

A. Metering Station.

i. Construction of Metering Station. The County shall, pursuant to the schedule established by this Contract, furnish and install the metering station serving the Point of Delivery containing the necessary equipment and devices of a type meeting the standards of the American Water Works Association and the Ordinances of the Village, and as determined in the sole discretion of the Village, for measuring properly the quantity of Potable Water delivered under this Contract, including all structures as the Village shall deem necessary to house such equipment and devices. Such furnishing and installing of the metering station shall be done in substantial conformity with the Construction Documents, as such Construction Documents may be revised by mutual agreement of the Village and the County. After construction is completed by the County, the County shall convey to the Village, and the Village shall own, operate, maintain, and replace such metering station and all equipment and structures related thereto as part of the Village Connection Facilities.

ii. Site of Point of Delivery Metering Station. The metering station for the Point of Delivery shall be located within the Connection Area in a specific location to be mutually determined by the Village and the County. Water shall be delivered at atmospheric pressure such that an air gap exists between the Village Waterworks System and the County System Connection Facilities.

iii. Access by Village. The Village shall have access to the metering station for examination and inspection in a manner to be mutually agreed by the Parties. The reading of the meters for billing purposes, and the calibration and adjustment of the meters and other equipment in the metering station pursuant to Section 5.C, shall be done only by the employees or agents of the Village at the cost of the County.

iv. Meter Reading. The Village intends to read the meters in the metering station on the first day of each month. Reads may be accomplished through the Village's remote advanced metering infrastructure (AMI) system in lieu of actual site visits.

B. Records. For the purpose of this Contract, the official record of readings of each meter at the metering station shall be the handwritten journal or other handwritten or electronic record book of the Village in its office in which the records of the employees or agents of the Village who take the readings are or may be transcribed or entered. Upon written request of the County, the Village will give the County a copy of such handwritten journal or electronic record book, or permit the County to have access thereto in the office of the Village during regular business hours.

C. Calibration. The Village shall calibrate its meters at least once in each Fiscal Year measuring the Potable Water delivered to the County Waterworks System. If requested in writing by the County to do so, said calibration shall be in the presence of a representative of the County, and the Village and the County shall jointly observe any adjustments that are made to the meters in case any adjustments shall be necessary. If any check meters have been installed, then such check meters shall be calibrated by the County, if requested in writing by the Village to do so, at least once in each Fiscal Year in the presence of a representative of the Village, and the Village and the County shall jointly observe any adjustments that are made to the check meters in case any adjustments shall be necessary.

D. Check Meters. The County, at its option and its own expense, may install and operate a check meter to check each meter installed by the Village. Notwithstanding the foregoing, the measurement of Potable Water for purposes of this Contract shall be solely by the Village's meters, except in the cases hereinafter specifically provided to the contrary. All check meters shall be of standard make and shall be subject to inspection and examination by any employee or agent of the Village at all reasonable times following notice to the County. The calibration and adjustment of check meters shall be made only by the County, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of Potable Water delivered to the County, in which case the calibration and adjustment of

such check meter shall be made by the Village in the same manner as if such check meter had been furnished and installed by the Village.

E. Meter Malfunctions. If the Village or the County at any time observe a variation between a meter and a check meter or any evidence of meter malfunction, such Party shall promptly notify the other Party; the Village and the County shall then cooperate to procure an immediate calibration test and such adjustment, replacement, or other work necessary to return such meter to accuracy. The Party who discovers such variation or malfunction shall give the other Party notice not less than 72 hours prior to the time of any test of any meter (which tests shall be conducted, if practical, during normal working hours) so that the other Party may conveniently have a representative present. If such representative is not present after the required notification at the time set in such notice, calibration and adjustment may proceed in the absence of said representative notwithstanding any other provision of this Subsection. If the percentage of inaccuracy of any meter is found to be in excess of two percent between the check meter and the Village meter, registration thereof shall be corrected by agreement of the Village and County based upon the best data available, for a period extending back to the time when such inaccuracy began if such time is ascertainable, or for a period extending back one-half of the time elapsed since the last date of calibration (but in no event further back than a period of six months) if such time is not ascertainable.

If for any reason any meter is out of service or in disrepair so that the amount of Potable Water delivered cannot be ascertained or computed from the reading thereof, then the Potable Water delivered during the period such meter is out of service or in disrepair shall be deemed to be the registration of the check meter if one has been installed and is registering accurately, or, in the event that no check meter has been installed or the check meter is registering inaccurately, shall be estimated:

i. By correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations; or

ii. If the error is not ascertainable by calibration tests or mathematical calculation against the meter data, by estimating the volume of water that entered the County reservoir through the County's SCADA data for reservoir level and calculations using the size and shape of that reservoir; or

iii. If the error is not ascertainable by calibration tests or mathematical calculation or volume estimates in the reservoir, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately. During any period of such disagreement, the Village's estimate of water delivered shall be used for the purpose of computing payments due under Section 7 of this Contract, and any adjustments based upon later resolution of such disagreement shall be made by appropriate adjustments to the County's future payments pursuant to Section 7.

F. Removal of Metering Station. At any time after 90 days following the termination of this Contract without renewal, the Village, at its own expense and in its discretion, may remove the metering station, including equipment, and any SCADA antennas and appurtenant facilities included among the Village Connection Facilities, and shall release any perpetual easements therefor.

G. Removal of Transmission Mains. Within 120 days after the termination of this Contract without renewal, the County, at its own expense, shall remove or abandon in place any County transmission mains and other equipment and appurtenances owned by the County that are located on Village property. Any proposal by the County to abandon in place shall be subject to the prior review and approval by the Village. The County shall be solely responsible for completing all restoration work necessary as a result of the removal of the same.

H. Meters for County Customers. The Village shall have no responsibility for ensuring that the County customers have operable water meters meeting the standards of the American Water Works Association.

I. Right of Inspection. The Village reserves the right to inspect the property of the County System Connection Facilities to ensure that the facilities are being operated consistent with the terms of this Contract, including but not limited to inspections to ensure there are no cross connections that threaten potential contamination to the Village Waterworks System and to ensure that the Village Waterworks System is otherwise fully in accordance with state and federal law. Such inspections shall occur following notice to the County and at a mutually acceptable time during ordinary business hours. If the inspection discloses any code violations or threats to the Village Waterworks System, the Village shall deliver the County a notice at the address listed in Section 20 hereof of the Village's intention to shut off the supply of water to the County at the expiration of 48 hours after giving such notice unless within the 48 hour period the County shall cure said threats to the Village Waterworks System. The foregoing notwithstanding, in the event such threats to the Village Waterworks System constitute an emergency, the notice required of the Village shall be no more than is reasonable under the circumstances.

SECTION 6 UNIT OF MEASUREMENT

The unit of measurement for Potable Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall be so calibrated unless the Village and the County agree otherwise in writing. Should it become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one cubic foot.

SECTION 7 RATES AND TERMS OF PAYMENT

A. Rate. The Rate to be charged to the County for the provision of Potable Water shall be based on actual monthly usage by the County and shall be the lowest rate established from time to time by the Village for the provision of Potable Water to its residents. Provided, however, that, if the Village adjusts its residential rates to incorporate other charges or services unrelated to the provision of Potable Water, the Rate charged to the County shall be that portion of the residential rate related solely to the provision of Potable Water. Provided further that any

usage by the County in excess of the Maximum Water Supply Amount shall be charged an additional \$.10 (ten cents) on said Rate.

B. Adjustments to Rate and Fixed Facility Fees. Rates and Fixed Facility Fees (as described in Section 7.C) will be examined by the Village and shall be subject to annual adjustment by the Village. The Village shall set the Rate and Fixed Facility Fees in conformity with the standards set forth in Section 7.J of this Contract. Any such adjustments in Rate or Fixed Facility Fees will not be effective until the next applicable billing period commencing not more than ninety (90) days after the Village approves such adjustment; provided, however, that, if the Village does not notify the County of any such adjustments within 10 days after their approval (an “**Adjustment Notice**”), the aforementioned 90-day period shall be calculated from the date of the Adjustment Notice rather than the date of approval of the adjustment. Such adjustments may be made without the need for hearings, but:

1. Within 15 days after the delivery of an Adjustment Notice, the County shall notify the Village whether it intends to undertake a rate review (a “**Review Notice**”). A Review Notice shall be delivered in accordance with Section 20.B of this Contract.
2. The County may, within 45 days after the Review Notice, deliver to the County its own study regarding any adjustment to the Rate or Fixed Facility Fee (a “**Secondary Rate Study**”). Upon timely delivery of a Secondary Rate Study from the County, the Village agrees to consider such Secondary Rate Study and take action either to re-affirm, ratify, modify, or postpone the effective date of such adjustments in either the Rate, Fixed Facility Fee, or both.

C. Fixed Facility Fee. A monthly fee shall be charged to the County based on the size of the water meter installed in the metering station included among the Village Connection Facilities. The monthly Fixed Facility Fee shall be charged at the lowest rate established from time to time by the Village for multifamily residential users, commercial users, or industrial users located within the Village (as defined in the Village’s municipal code) with comparably sized meters. To the extent that the County’s water meter is not comparable in size to the meters serving any multifamily residential users, commercial users, or industrial users located within the Village, the monthly Fixed Facility Fee charged to the County shall be proportionate to the difference in

meter sizes. For illustration purposes, if the County water meter is 4" in size and the next largest meter among multifamily residential users, commercial users, or industrial users located within the Village is 2", the monthly Fixed Facility Fee charged to the County shall not be greater than twice the lowest Fixed Facility Fee charged to multifamily residential users, commercial users, or industrial users located within the Village with 2" meters.

D. Reserved.

E. Bills and Due Date. The Village shall render bills to the County bi-monthly based upon:

- (i) Fixed Facility Fees incurred; and
- (ii) charges based on actual volume of Potable Water delivered by the Village, during the relevant billing period pursuant to this Contract. Payment on bills rendered by the Village shall be due from the County within 45 days after delivery.

F. Disputed Payments. If the County desires to dispute any payment, or part thereof, due or claimed to be due under this Contract, the County shall nevertheless pay the full amount of any such payment when claimed by the Village to be due and shall provide written notification to the Village that charges are disputed, the grounds for dispute, and the amount in dispute, by the later of (i) the due date of such payment, or (ii) 45 days after the date that the County is reasonably informed of the circumstances giving rise to such dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within the time herein specified. It is expressly understood and agreed that no dispute over payments due or claimed to be due under this Contract shall be referred to arbitration for review or settlement. Upon receipt of a notification of dispute, representatives of the Village shall meet with representatives of the County to resolve such dispute. In the event the dispute is resolved in favor of the County, a credit will be made on the next bill of the County. In the event that the dispute is not so resolved, the County shall have the right to seek redress in the Circuit Court of Lake County, Illinois.

G. Overdue Payments. If the County shall fail to make any payment required under this Contract on or before its due date, and after notice and an opportunity to cure as set forth in Section 19.A.i of this Contract has been exhausted, the Village shall have the right to exercise any or all of the following three remedies:

i. Interest. The Village, at its option and in its discretion, may collect from the County, and the County shall pay to the Village, interest on the amount of such payment, at a rate of nine percent (9%) per annum or the rate generally imposed upon other Customers of the Village, whichever is less. Such interest shall accrue and shall be compounded on a monthly basis from the date such payment becomes due until paid in full with interest as herein specified.

ii. Reduction or Discontinuance of Delivery. If such payment is not made by the County within 30 days after the date such payment becomes due, then the Village, at its option and in its discretion, and whether or not such payment is disputed, may reduce or discontinue delivery of Potable Water to the County Waterworks System until the amount due to the Village is paid in full with interest as herein specified. The Village shall give notice to the County of its intention to reduce or discontinue delivery of Potable Water in accordance with this Subsection, which notice shall be delivered to the County not less than 10 business days prior to such event. If the County so requests in writing prior to the time for reduction or disconnection of service, the Village shall provide the County an opportunity for a hearing, and no reduction or discontinuance of service shall occur sooner than 10 business days after the Village notifies the County of the outcome of such hearing. If the Village reduces or discontinues the delivery of water pursuant to this Subsection, the County shall continue to be liable to make all payments for any water used in accordance with this Contract.

iii. Security Deposit.

a. Purpose. If the County is at any time in default on any payment due under this Contract and the default is not cured within 65 days after the due date of the defaulted payment, then the Village, at its option and in its discretion, may require County, as a further

obligation under this Contract, to deposit in a separate interest bearing account in the Village's name, with authorized signatories as designated by the Village's Manager, a sum of money in a reasonable amount determined by the Village (but in no event more than the amount due from the County during the four-month period preceding such default), as security for the payment of the County's obligations hereunder. The County's compliance with the Village's demand for such a security deposit shall be a condition precedent to the curing of such County's default and the restoration of the Potable Water service to the County Waterworks System, if such Potable Water service has been reduced or discontinued by reason of such default.

b. Use; Restoration. The security deposit or any part thereof may be applied, at the Village's option and in its discretion, to any subsequent default by the County in any payments due under this Contract. If so applied, the County shall provide funds immediately to restore the security deposit to the amount required by the Village.

c. Return. At the earliest of the end of the term of this Contract, or a term of two years after the curing of the most recent default by the County, or such earlier time that the Village at its option and in its discretion may determine, any security deposit with all accrued interest shall be returned to the County if the County has performed all its obligations under this Contract.

H. Beginning of Obligation to Pay. Notwithstanding any other provision of this Contract, the County's obligation to make any and all payments under this Contract shall begin with the issuance by the Village of the first bill issued after the first delivery of water to the County Waterworks System or any portion thereof. This obligation includes, but it not limited to, any water used to test or prepare the County Waterworks System.

I. Rate Agreed to be Reasonable. The County agrees that it has had an opportunity to evaluate the Rates to be charged under this Contract. The County further unconditionally agrees that the initial Rates in this Contract are reasonable and non-discriminatory, and the

County hereby expressly waives any and all claims challenging the initial Rates and initial Fixed Facility Fees in any way.

J. Village Charges and Rates Covenant. The Village hereby covenants at all times to establish such charges and rates for water supplied to the County as will be sufficient: (1) to pay the costs of operation and maintenance of the Village Waterworks System; (2) to provide an adequate depreciation fund for the Village Waterworks System as determined by the Village on the basis of its statutory duties and its obligations under the Bonds and ordinance or ordinances authorizing the issuance of the Bonds; (3) to pay the principal of, at maturity or pursuant to mandatory redemption requirements, premium, if any, and interest on the Bonds; (4) to comply with the covenants of the ordinance or ordinances authorizing the issuance of the Bonds; and (5) to carry out reasonable and necessary undertakings to maintain the safety and reliability of the Village Waterworks System.

For purposes of this paragraph J, a “sufficient” amount shall mean an amount adequate (but not more than reasonably necessary), when taken together with any and all other amounts available, in the reasonable discretion of the Village, to enable the Village to meet its obligations and responsibilities as they come due, including without limitation the making of all deposits required to be made under the ordinance or ordinances authorizing the issuances of the Bonds and for maintenance of a reserve fund.

K. County Charges and Rates Covenant. The Village acknowledges that the County has the independent right to establishes rates, fees, and charges for its customers within the Connection Area. In setting such rates, fees, and charges, the County hereby covenants that they will be sufficient at all times (1) to pay the costs of operation and maintenance of County Waterworks System, (2) to provide an adequate depreciation fund therefor, (3) to pay the principal of and interest on all County Bonds payable from the revenues of the County Waterworks System, (4) to pay the charges and rates established by the Village for the sale of water by the Village to the County. The County agrees to approve initial rates sufficient to satisfy this rate covenant not

later than 35 days after execution of this Contract and shall file its rate ordinances with the Village within 35 days after adoption.

L. Character of Payment Obligations as Water Revenue Obligations. This Contract shall not be construed to constitute an indebtedness of the County within the meaning of any statutory or constitutional limitation. It is expressly understood and agreed that all payments to be made hereunder by the County may be required to be made only from revenues to be derived from the operation of its County Waterworks System, and this Contract shall be a continuing, valid and binding obligation of the County payable from such revenues throughout the term hereof. Without in any manner limiting the foregoing provisions of this paragraph L, it is also expressly understood and agreed that the aforesaid revenues from the operation of the said County Waterworks System shall remain available for payments due or claimed to be due under this Contract without regard to any designation of such revenues by the County from time to time as operating revenue, retained earnings, reserves, surplus or otherwise. Nothing in this Paragraph L or this Contract shall, however, prohibit the County from using any other legally available funds for payments due hereunder.

M. Character of Payment Obligations as Operating Expenses. Inasmuch as obtaining water is an essential item of expense of a waterworks system, County hereby represents and covenants that all payments required to be made by it pursuant to the provisions of this Contract shall constitute operating expenses of the County Waterworks System and that such payments will constitute operation expenses as to any and all revenue bonds of the County which are supported in whole or in part by a pledge of the revenues of its County Waterworks System, with the effect that such County's obligation to make payment from its water revenues under this Contract has priority over its obligation to make payments of the principal or any interest on any such bonds which are or will be supported in whole or in part by a pledge of that County's Waterworks System revenues. Consistent with this paragraph M, County hereby covenants and agrees that from and after the date of this Contract, any ordinance or resolution to be passed by

it authorizing the issuance of County obligations to be paid from the revenues of its County Waterworks System shall expressly provide that the revenues of the County Waterworks System may be used to pay the principal of and interest on such obligations only to the extent that those revenues exceed amounts require to pay the operating expenses of the County Waterworks System, including all payments to be made by it under this Contract regardless of whether water is being delivered or is ever delivered to the County hereunder. Without in any manner limiting the foregoing provisions of this paragraph M, it is also expressly understood and agreed that the obligation of the County under this Contract shall be enforceable against and collectable from any monies from time to time available in any accounts or funds, including reserve and surplus accounts, maintained by the County in connection with the County Waterworks System.

SECTION 8 SPECIAL CONDITIONS AND COVENANTS

A. No Liability for Delay. The County acknowledges and agrees that the Village shall not be liable to the County or to any of the County's customers for any damages occasioned by or in any way related to delay or failure in the delivery of Potable Water to the County Waterworks System, except if the Village willfully delays or discontinues water service in breach of this Contract.

B. Title to Potable Water. Title to all Potable Water supplied hereunder shall remain in the Village to the Point of Delivery and thereupon shall pass to the County.

C. Covenants to Be Set Out in Bond Ordinances. The County acknowledges and agrees future Bond Ordinances of the Village may grant to bondholders certain rights and duties of the Village, and that such bondholder rights may be included in any subsequent Bond Ordinances of the Village.

D. Other Financial Obligations of County Waterworks System.

i. Payment Obligations. The County shall make all budgetary, emergency, and other provisions and appropriations necessary to provide for and authorize the prompt payment to the Village of all amounts due under this Contract.

ii. Future County Debt. In any revenue bond, indenture, or other evidence of indebtedness hereafter issued by the County for the County Waterworks System, the obligation for payment established pursuant to this Contract shall be expressly provided and set forth in the ordinances or resolutions providing for the issuance of such bonds, indentures, or other evidence of indebtedness.

E. County Jurisdiction. The County shall not serve any customers outside of the Connection Area without the express prior written agreement of the Village.

F. Maintenance and Operation of City Waterworks System. The County shall own and maintain the County Waterworks System, and all improvements and extensions of said System, in good repair and working order, shall operate said System efficiently, shall take all steps reasonably necessary so that said System may at all times be operated properly and advantageously, and shall punctually perform all duties with respect to said System as may be required by this Contract, and by the Constitution and laws of the United States of America and the State of Illinois and all other applicable laws. In addition, County shall carry insurance or other risk management protection on its County Waterworks System of the kinds and in the amounts which are customarily carried by parties operating similar facilities.

G. County Regulations Equivalent to Village Regulations. The County shall enact regulatory measures regarding the supply and use of Potable Water within the Connection Area, including, without limitation, lawn sprinkling, that are at least as restrictive as the strictest among those adopted by the Village. In the event that the Village adopts new or amendatory regulations regarding the supply and use of Potable Water that are generally applicable in the Village (or in the event that the Village notifies the County that its regulations do not comply with this Subsection 8.G), then the County shall adopt or amend its regulations affecting the County waterworks System within 60 days after notice thereof from the Village, except that: (i) if any Village regulations do not comport with standards of the Illinois Environmental Protection Agency,

then the Village shall be required to demonstrate a need for such regulatory variance; and (ii) to the extent such regulatory change requires modifications to the County Waterworks System,

H. Accounting and Audit. The County shall, within six months after the close of each of its fiscal years occurring during the term of this Contract, provide to the Village complete annual audited financial statements of the County Department of Public Works, which may be on a consolidated basis, duly certified by the County's independent certified public accountants.

I. Maintain Ownership of County Waterworks System. Subject to the proper exercise by a governmental authority of its powers of eminent domain including its power to acquire property in lieu of obtaining judgment in an eminent domain action, the County shall continue to own and possess the County Waterworks System and, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, shall dispose of property which is part of said System only to the extent that such property is no longer useful or profitable in the operations of said System; provided, however, that the County shall not have the right to convey ownership of the County Waterworks System during the term of this Contract without the approval of the Village, which approval shall not be unreasonably withheld.

J. Release and Indemnification. The County hereby releases the Village from, agrees that the Village shall not be liable for, and agrees to indemnify and hold the Village harmless from:

- (1) any liabilities for any loss or damage to property or any injury to, or death of, any third party that may be occasioned by or related to any cause whatsoever pertaining to: (a) the provision of Potable Water under this Contract; or (b) construction, installation, removal, relocation, replacement, extension, improvement, maintenance, or operation of the County Waterworks System or to the Connection Facilities; or
- (2) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of the County to comply with its covenants or obligations contained in this Contract, including, in each such case, any attorneys' fees,

(all of the matters in phrases (1) and (2) being referred to individually as a "Claim" and collectively as the "Claims"). The County agrees to indemnify and hold the Village, harmless to the fullest extent permitted by law from any losses, costs, charges, or expenses, in connection with any Claim, whether such Claim is asserted in an action, suit, or proceeding instituted or threatened by any third party in connection with any such Claim. If any Claim is asserted, the Village shall give prompt notice to the County, and the County, if requested by the Village, shall assume the defense thereof, it being understood, however, that: (c) the County shall not settle or consent to the settlement of any such Claim without the written consent of the Village, and (d) the Village shall be entitled to approve the counsel selected by the County for any such defense. This paragraph shall in no way be construed to be, nor shall it be, a waiver of any immunity that the Village and/or County may assert to any Claim.

K. Assignment of Litigation. The County shall promptly notify the Village of any litigation or administrative or other proceeding concerning this Contract or which may in any way limit any Party's ability to perform any of the obligations of this Contract. Upon request of the Village, the County shall promptly assign to the Village the right to prosecute, defend or intervene in any litigation or administrative or other proceeding, to which the County is a party or in which the County is involved, that involves or arises out of the limitation of the Party's obligation as set forth in this Contract. Upon assignment, the Village shall be responsible for all costs and expenses of the litigation or administrative or other proceeding.

SECTION 9 SCHEDULE FOR COMPLETION OF VARIOUS FACILITIES

A. Plans and Specifications for County System Connection Facilities and Village Connection Facilities. Subject to the County securing a Water Allocation for the Connection Area, the County shall prepare, and submit to the Village for its review and approval, complete detailed plans, specifications, and construction contract documents (collectively the "**Construction Documents**") for the County to construct the County System Connection Facilities and the Village Connection Facilities. The Construction Documents shall be in general conformity to the

Connection Facilities Concept Plan, and shall include any valves and/or pressure adjusting stations as may be required, immediately downstream from the Point of Delivery. The Village shall provide its comments and revisions on the Construction Documents to the County within 60 days after receipt of those documents. The County shall make all required changes to the Construction Documents necessary to ensure compliance with this Contract.

B. IEPA and Other Approvals For County System Connection Facilities and Village Connection Facilities. The County shall, within 60 days after receipt of Village's comments and revisions pursuant to Subsection 9A above, submit the final Construction Documents for approval and permitting to the Illinois Environmental Protection Agency (the "IEPA") and each other federal, state, or local governmental body having jurisdiction over the County System Connection Facilities and Village Connection Facilities, and shall diligently pursue each such approval and permit until it is secured.

C. Commencement of Construction of County System Connection Facilities and Village Connection Facilities. The County shall cause construction of the County System Connection Facilities and Village Connection Facilities to be commenced within 120 days after the County receives the last approval from any governmental body required as a condition precedent to construction of the County System Connection Facilities and Village Connection Facilities (including the metering station therefor). The County shall cause construction to be pursued diligently and continuously until it is completed.

D. Transfer of Property Rights/Payment Covenant/Oversizing.

i. Conveyance of County Easement. The County shall grant to the Village all necessary easements for the Village metering station and other Village Connection Facilities to be constructed on County owned or controlled property pursuant to this Contract.

ii. Acquisition of Property. The County shall commence all actions necessary to acquire all property rights not already owned by it necessary to fulfill the requirements of this Contract.

iii. Payment Covenant. It is expressly understood and agreed that the County shall be responsible for the design, construction, and payment of the County System Connection Facilities and Village Connection Facilities. It is further agreed that, upon completion and approval of the Village Connection Facilities, County shall convey Village Connection Facilities to the Village by bill of sale without additional consideration from the Village.

SECTION 10 ASSIGNABILITY

A. Assignment by County. The County shall not assign or transfer this Contract or any rights or interests herein without the advance written consent of the Village.

B. Assignment by the Village. Except as otherwise set forth in this Subsection 10.B, the Village shall not assign or transfer this Contract or any rights or interests herein without the advance written consent of the County. Notwithstanding the preceding sentence, the right to receive all payments that are required to be made by the County to the Village in accordance with the provisions of this Contract may be assigned by the Village to any Trustee as provided in any Bond Ordinance to secure the payment of the principal of and the premium, if any, and interest on the Bonds as those amounts come due, subject to the application of those payments as may be provided in any Bond Ordinance. The County, upon notice of assignment to any such Trustee, shall make all payments directly to such Trustee. Further, the rights of the Village to enforce the provisions of this Contract may be assigned to any such Trustee and, in such event, such Trustee shall have the right to enforce this Contract at law or in equity with or without the further consent or participation of the Village. The Village also may retain the right to enforce this Contract, notwithstanding any assignment to a Trustee.

SECTION 11 FORCE MAJEURE

If by reason, of *Force Majeure*, either Party to this Contract shall be rendered unable wholly or in part to carry out its obligation under this Contract, then if such Party shall give notice and full particulars of such *Force Majeure* in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so

far as it is affected by such *Force Majeure*, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The settlement of strikes and lockouts or lawsuits shall be entirely within the discretion of the Party having the difficulty and the above requirement that any *Force Majeure* shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts or lawsuits by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty.

SECTION 12 VILLAGE DEFAULTS, COUNTY TERMINATION

Failure by the Village to deliver Potable Water to the County as required by this Contract for a period of seven days after written notice from the County to the Village of such failure, or a failure of the Village to perform any other obligation under this Contract for a period of 60 days after written notice from the County to the Village of such failure, shall be a default of the Village under this Contract, unless any such failure is excused or exercised pursuant to this Contract. If the Village defaults under this Contract, then the County may, as its sole and exclusive remedy, declare this Contract null and void after giving the required notice set forth above.

SECTION 13 COUNTY RIGHTS AND OBLIGATIONS

The County shall have: (1) no right to terminate, cancel, or rescind this Contract, except for the right of termination in accordance with Section 12 of this Contract; (2) no right to withhold from the Village or any Trustee who is an assignee of the Village pursuant to this Contract payments due under this Contract; (3) no right to recover from the Village or any member of the Village's corporate authorities amounts previously paid under this Contract unless paid in error or contrary to the provisions of this Contract or law; (4) no right of reduction or set-off against the amounts due or to become due under this Contract to the Village; and (5) no lien on any amounts in any fund established by the Village for any reason or on account of the existence or occurrence of any event, condition, or contingency, whether foreseen or unforeseen or foreseeable or

unforeseeable by the County or the Village or any other person. It is the intent hereof that the County shall be absolutely and unconditionally obligated to make all payments under this Contract except as otherwise expressly provided in this Contract. The Village may issue its Bonds in specific reliance on the limitations set forth in this Section with respect to the rights of the County.

SECTION 14 TAX COVENANTS

At no time shall the County take any action or fail to take any action that would, as a result of such action or inaction and independent of any other action or inaction of the Village or any Village Customer: (a) prevent the Village from issuing Bonds as “governmental use” bonds within the meaning of Section 141 of the Internal Revenue Code of 1986; (b) cause interest on any of the Village’s Bonds to become subject to federal income taxes in addition to federal income taxes to which interest on such Bond is subject on the date of original issuance thereof; or (c) cause any Village Bonds to become “private activity bonds” within the meaning of Section 141 of the Internal Revenue Code of 1986.

SECTION 15 COOPERATION IN ISSUANCE OF OBLIGATIONS

The County and the Village shall cooperate with each other in the issuance of their respective debt obligations. Each shall comply with all reasonable requests of the other and shall, upon reasonable request of the other:

- A. Make available general and financial information about itself (which obligation shall be deemed satisfied by delivery of a complete set of the annual audited financial statements for the most recently completed fiscal year, duly certified by independent certified public accountants); and
- B. Consent to publication and distribution of its financial information; and
- C. Certify that general and financial information about it is accurate, does not contain an untrue statement of a material fact, and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading; and

- D. Make available certified copies of official proceedings; and
 - E. Provide reasonable certifications to be used in a transcript of closing documents;
- and
- F. Provide reasonably requested opinions of counsel of its choice as to the validity of its actions taken with respect to and the binding effect of this Contract, title to the applicable system, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions. Any such opinion that is requested shall be at the sole cost and expense of the requesting Party.

SECTION 16 REGULATORY BODIES

The Village and the County through this Contract seek to exercise and maintain all sovereign rights granted to them under and through the Constitution and laws of the State of Illinois. This Contract shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, any governmental body or agency having lawful jurisdiction, and any authorized representative or agent of any of them; provided, however, that this clause shall not be construed as waiving the right of either Party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Contract.

SECTION 17 OTHER WATER SUPPLIERS; EMERGENCY INTERCONNECTION.

A. Other Suppliers. Notwithstanding any of the provisions of this Contract, the Village is not prohibited by this Contract from entering into cooperative arrangements with other suppliers or users of Potable Water to provide Potable Water to each other to meet each other's water needs, provided that these arrangements do not interfere, except in emergencies, with the delivery of Potable Water to the County Waterworks System.

B. Emergency Interconnection. In addition to the Village Connection Facilities and County System Connection Facilities, the County may, in its discretion, construct emergency interconnection facilities between the County Waterworks System and the Village Waterworks

System in general conformity with the concept plan attached hereto as Exhibit C (the “**Interconnection Facilities**”). Prior to undertaking construction of such Interconnection Facilities, the County shall prepare, and submit to the Village for its review and approval, complete detailed plans, specifications, and construction contract documents in general conformity with the Interconnection Facilities. The County shall be responsible for undertaking and paying for all work related to the Interconnection Facilities, and such construction shall be coordinated with the Village. Upon completion, the Interconnection Facilities shall be used and governed by the following terms:

1. The County may only draw water from the Interconnection Facilities for a temporary and/or unexpected disruption of the designed and established manner of supply or distribution of Potable Water within the County Waterworks System (an “**Emergency Condition**”), whether arising from a Force majeure event or otherwise. Neither repeated and chronic production outages lacking reasonable aggressive correction efforts, nor the inability of the designed production capacity to meet peak water use demands shall be regarded as an Emergency Condition. Notwithstanding the foregoing, any and all water furnished under this Subsection 17.B shall be deemed to have been used for emergency purposes only.
2. To the extent that an Emergency Condition occurs, the County shall make an emergency request and receive the consent of the Village prior to drawing Potable Water through the Interconnection Facilities. The Village shall grant permission for emergency service, unless providing such service would present a hazard, not merely an inconvenience, to the Village Customers.
3. In granting permission to draw Potable Water through the Interconnection Facilities, the Village will delivery Potable Water to the County in the volume available at the normal operating pressure of the Village Waterworks System. The Village retains the right to terminate the Emergency service, upon oral communication or other notice as may be reasonable under the circumstances, in the event it determines that a condition has developed or reasonably might develop that makes continued Emergency Service hazardous to its Customers. Unusual delay by the County in the correction of the causes for the Emergency Service shall also justify termination of the Emergency Service by the Village upon 24 hours notice.

If, during a period of Emergency Service, the Village finds it necessary to limit the use of Potable Water by its Customers by imposing lawn and garden sprinkling restrictions or otherwise, the County shall, upon notification by the Village, impose the same water use limitations and restrictions on its customers connected to County Waterworks System.

4. The Potable Water to be delivered through the Interconnection Facilities shall be of the same quality as the Potable Water otherwise to be furnished by the Village to the County under this Contract.

5. The County agrees to pay for the Potable Water drawn through the Interconnection Facilities at the same rates and fees as if drawn through the Connection Facilities.

SECTION 18 EFFECTIVE DATE: TERM

A. Effective Date. This Contract shall be effective immediately after authorization and execution by both Parties hereto.

B. Term. This Contract shall continue in force and effect for a period that is coterminous with the term of the First Amended Water Supply Contract between the Northwest Water Commission and the Village of Arlington Heights, the Village of Buffalo Grove, the Village of Palatine and the Village of Wheeling, dated April 4, 1983 and any subsequent amendments or extensions thereto. Provided however, that the term of this Contract shall not exceed 20 years in total from the Commencement Date at which time this Contract and the Village's obligations to provide water shall terminate, unless otherwise terminated earlier pursuant to the terms of this Contract. Notwithstanding any other provision contained in this Contract, any right of the County to receive water from the Village shall automatically terminate upon the termination of the Contract between the Village and Northwest Water Commission.

SECTION 19 TERMINATION BY VILLAGE

A. Notwithstanding any other provision of this Contract, upon the occurrence of any of the following events, the Village, in its sole discretion, may terminate this Contract for the following reasons:

- i. If the County fails to make any payment required under this Contract on or before its due date and fails to cure that failure within fifteen business days after demand therefor from the Village; or
- ii. Termination of the Village; or
- iii. Immediate threat of damage to the Village Waterworks System or of danger to public health, unless the Village, with the assistance of the County as appropriate, can

reasonably and promptly mitigate the threat of damage or danger by engineering, operational, or other means short of termination of this Contract; or

iv. The Village's inability to receive water from the Northwest Water Commission; provided that any temporary interruption in service by the Northwest Water Commission to the Village shall only authorize the Village's temporary delivery of Potable Water to the County Waterworks System and shall not be grounds for termination of this Contract.

SECTION 20. GENERAL

A. Governing Law. This Contract and the rights of the Parties hereunder shall be interpreted and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

B. Notices. Unless otherwise provided in this Contract, all notices required or permitted to be given under this Contract shall be given by the Parties by: (i) personal delivery; (ii) delivery by certified mail, with a return receipt requested, through the United States mail, (iii) deposit with a nationally recognized overnight delivery service, or (iv) delivered by electronic mail, addressed as stated in this Section. Notice by hand delivery or overnight courier service shall be deemed received when delivered; notice by electronic mail shall be deemed received when delivered, provided that a copy of such notice is also sent by (a) certified mail (as provided above), (b) personal delivery, or (iii) a nationally recognized overnight delivery service; and notice by mail shall be deemed received three days after it is placed in the U.S. mail. The address of any Party may be changed by written notice to the other Parties, but no notice of a change of address shall be effective until actually received. Notice that is actually received will be deemed valid, even if received by a method or in a manner that conflicts with this Section. Notices and communications to the Parties will be addressed to, and delivered at, the following addresses:

For notices and communications to the Village:

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

Attn: Village Manager

E-Mail: _____

For notices and communications to County:

Lake County
18 N. County Street
Waukegan, IL 60085
Attn: County Administrator
E-Mail: ggibson@lakecountyil.gov

C. Calendar Days and Time. Any reference herein to “day” or “days” shall mean calendar and not business days unless the word “business” is used. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or federal holiday. Any reference herein to time of day shall refer to local time for Buffalo Grove, Illinois.

D. Entire Agreement. This Contract, including exhibits hereto, contains the entire agreement between the Parties hereto with respect to the transactions contemplated by this Contract and matters related thereto, and does hereby supersede and render null and void and of no further force or effect any and all prior agreements, drafts of agreements and understandings between the Parties.

E. Amendments. This Contract may not be modified or amended except by a written instrument executed by each of the Parties hereto.

F. Further Action. Each of the Parties hereto agree from time to time to execute and deliver such further instruments, and to take such further action not inconsistent with the provisions of this Contract, as may reasonably be necessary in order to fully perform and carry out the terms and intent hereof.

G. Captions. The headings, titles or captions contained in this Contract have been inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Contract or the intent of any provision hereof.

H. Exhibits. Exhibits A through C attached hereto are, by this reference, incorporated herein. In case of any conflict between an Exhibit to the Contract and the text of this Contract, the text of this Contract shall control.

I. Changes in Laws. Unless otherwise explicitly provided in this Contract, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time to time hereafter.

J. Time is of the Essence. Time is of the essence in the performance of all terms and provisions of this Contract.

K. Pending Lawsuits. There are no agreements in effect and no lawsuits pending or, to the best of either Parties' knowledge, threatened, that would materially and adversely affect the ability of either Party to fulfill the terms of this Contract.

L. Responsible Party. Within 30 days after the Effective Date, the County shall notify the Village of a designated individual and a telephone number or numbers at which such individual with knowledge of the County Waterworks System can be reached at all times in the event of an emergency. The County shall at all times keep current the information of such designated individual or any change in the designated individual.

M. Severability. In the event any part or portion of this Contract, or any provision, clause, wording or designation contained within this Contract, is held to be invalid by a court of competent jurisdiction, such part, portion, provision, clause, wording or designation shall be deemed to be excised from this Contract and the invalidity thereof shall not affect the remainder of this Contract.

N. Reimbursement of Professional Fees/Costs. The County agrees to reimburse the Village for all legal, engineering and other professional fees incurred by the Village related to the design, review and approval of all Connection Facilities and Interconnection Facilities necessary to provide the County with water pursuant to this Contract. The Parties shall confer regularly to estimate fees, to review fees that have been incurred and to consider what fees are estimated

still to be incurred, and the Village will take all reasonable and appropriate steps to avoid excessive fees.

IN WITNESS WHEREOF, the Parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date first shown above.

[The remainder of this page left intentionally blank.]

6/9/21 Draft

Village of Buffalo Grove

By: _____
 Name: _____
 Title: _____

ATTEST:

By: _____
 Clerk

County of Lake

By: _____
 Name: _____
 Title: _____

ATTEST:

By: _____
 Clerk

Attachment: Lake County_Pekara Water Agreement (Buffalo Grove) (00028444-6) (O-2022-30 : Pekara Water Purchase and Sale)

LIST OF EXHIBITS

- Exhibit A: Connection Area
- Exhibit B: Connection Facilities Concept Plan
- Exhibit C: Concept Plan for Interconnection Facilities

EXHIBIT A
CONNECTION AREA MAP

Attachment: Lake County_Pekara Water Agreement (Buffalo Grove) (00028444-6) (O-2022-30 : Pekara Water Purchase and Sale)

EXHIBIT B**CONNECTION FACILITIES CONCEPT PLAN**

EXHIBIT C**CONCEPT PLAN FOR INTERCONNECTION FACILITIES**

Legend**Proposed 8" Watermain**

-  Horizontal Drill Installation
-  Open Cut Installation
-  Surveyed Wetlands
-  Meter Vault

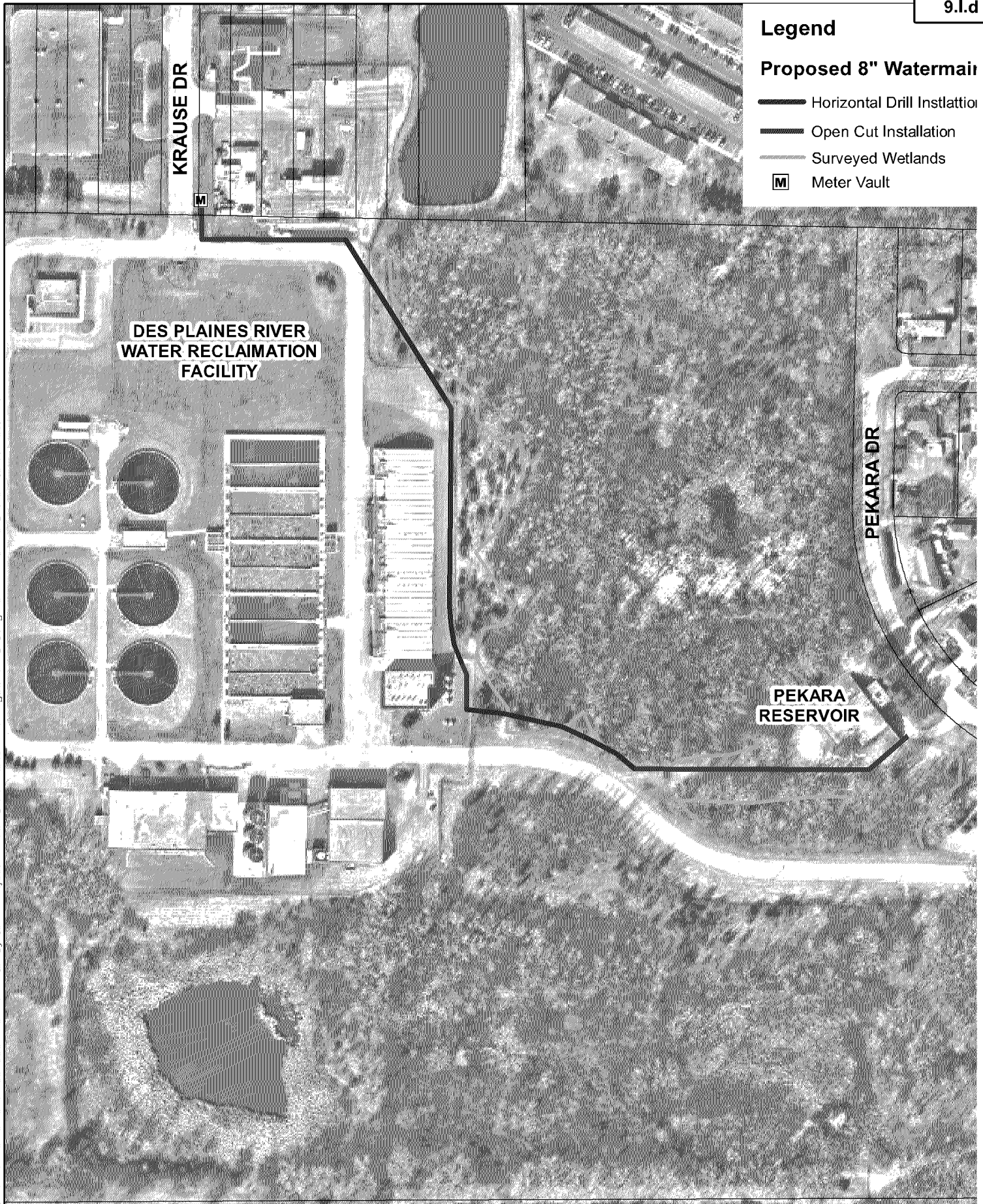
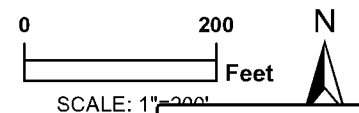


Exhibit B - FIGURE V-1
VILLAGE OF BUFFALO
GROVE INTERCONNECTION



NEW 8" LCPWD
WATERMAIN
(CONSTRUCTED AS
PART OF LCDOT
WEILAND RD PROJECT)

WEILAND ROAD

PROPOSED
METER VAULT

PROPOSED 8" LCPWD
CONNECTION TO VILLAGE
OF BUFFALO GROVE
WATER SYSTEM

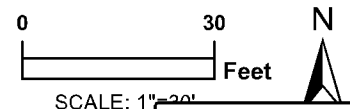
DETENTION BASIN
NWL = 671.73
HWL = 678.75
OVERFLOW ELEV. = 780.00

EXISTING 12"
BUFFALO GROVE
WATERMAIN

NOTE: PROPOSED DETENTION
BASIN PLAN TAKEN FROM
SHEET 111 OF LCDOT WEILAND RD
IMPROVEMENT PLANS PREPARED
BY CIVILTECH DATED 11/7/2018

PAULINE AVENUE

Exhibit C - FIGURE VI-6
SECONDARY EMERGENCY CONNECTION
WEILAND ROAD AT PAULINE AVENUE
VILLAGE OF BUFFALO GROVE





**Ordinance No. O-2022-31 : Ordinance Authorizing an
Intergovernmental Agreement with the County of Lake for a
Sanitary Sewer Agreement**

Recommendation of Action

Staff recommends approval subject to Village Attorney review.

This agreement replaces the previous agreement which expired in 2012. The agreement is between Lake County and the Village for the County to treat the sanitary sewerage that flows from the Village into the County's treatment plant.

ATTACHMENTS:

- LC Sewer Agreement Memo 2022 (DOCX)
- Lake County_Buffalo Grove Wholesale Sewer Agreement 21-0513 (PDF)
- Buffalo Grove Wholesale Exhibits A-H_06.02.21 (PDF)
- Lake County Sewer Agreement Ordinance (DOCX)

Trustee Liaison
Stein

Staff Contact
Darren Monico, Public Works

Tuesday, February 22, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: January 28, 2022

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Lake County Public Works Sewer Agreement

Recommendation

Staff recommends approval of the Sanitary Sewer Agreement with the County of Lake through the Lake County Department of Public Works (LCPW) subject to final attorney review.

Background Information

The sanitary sewer treatment agreement with Lake County was entered into on July 18th, 1972, and it expired on April 18th, 2012. Since then, staff has been in discussions with the Lake County Public Works Department to create a new agreement.

Under the terms of the agreement, Lake County will permit the Village, subject to specified terms in the agreement, to deliver sewage to the County's sanitary sewer system in the Southeast Regional Area for Treatment services via the County Southeast Plant. The language in this agreement is consistent with the language Lake County has been using for agreements with other municipalities across the county.

This agreement includes density caps for unincorporated areas that could be considered for future annexation. The uses for these possible annexation areas have anticipated sewer volume levels that are consistent with the uses within the Village's comprehensive plan.

This agreement also memorializes the "summer user credit" in Section 6.5. This credit is a benefit to residents by establishing a cap of sewer fees based on non-summer usage to accommodate water use that is unlikely to enter the sewer system. This would include things like lawn irrigation, if not separately metered. The actual cap is set at 120% of the use in the 8 months leading up to the period from May 15 to September 15 each year.

The Village of Buffalo Grove values their partnership with the Lake County Public Works Department and is eager to complete this lengthy agreement process and enter into a new sanitary sewer agreement with Lake County.

5/13/21

AGREEMENT FOR SEWAGE DISPOSAL
Entered Into By and Between
The County of Lake, Illinois
and
the Village of Buffalo Grove, Illinois
As of

Attachment: Lake County_Buffalo Grove Wholesale Sewer Agreement 21-0513 (O-2022-31 : Lake County Sewer Agreement)

5/13/21

AGREEMENT FOR SEWAGE DISPOSAL

THIS AGREEMENT made and executed this ____ day of _____, 202__, between the VILLAGE OF BUFFALO GROVE, a municipal corporation located in Cook and Lake Counties, Illinois, hereinafter referred to as the "**Municipality**", and the COUNTY OF LAKE, Illinois, hereinafter referred to as the "**County**,"

RECITALS:

1. The public health, welfare, and safety of the residents of the Municipality and the residents of the County require the development of coordinated and adequate systems and methods for the collection and treatment of sewage so as to eliminate pollution of lakes and streams.
2. The County has established a Department of Public Works pursuant to an Act of the General Assembly of the State of Illinois entitled "An Act in Relation to Water Supply, Drainage, Sewage, Pollution, and Flood Control in Certain Counties", as amended, for the purpose of performing the function of sewage disposal and has prepared a comprehensive plan for the disposal of sewage from areas of the County, including portions of the Southeast Lake Facilities Planning Area established pursuant to the Illinois Water Quality Management Plan, and has prepared plans and programs for providing such service and the related facilities.
3. Pursuant to such plans and programs, the County owns and operates a system of interceptor sanitary sewers and wastewater treatment facilities to transport and treat sewage in limited portions of the Southeast Lake Facilities Planning Area.
4. The Municipality owns and operates a sanitary sewer system used for the collection and transportation of sanitary sewage.
5. The County and the Municipality have previously entered into an Agreement for Sewage Disposal, dated July 18, 1972 (the "**Prior Sewage Agreement**"), which expired on April 18, 2012.
6. In accordance with the Prior Sewage Agreement, the Municipality's sewer system is already delivering sewage from Municipality customers to the County's interceptor for the Southeast Regional Area.
7. In order to ensure the ability to develop long-range plans for providing sewerage services for future development and redevelopment of its territory, the Municipality desires to enter into a new agreement to secure a long-term source for Sewage Treatment services. The County Southeast Plant is the most effective source for such Sewage Treatment services.
8. In order to establish the terms and conditions under which Sewage Treatment services will be provided through the County Southeast Plant, the County and the Municipality desire to enter this agreement for sewage disposal that will permit the Municipality, subject to specified terms, conditions, exceptions, and limitations, to deliver sewage to the County's sanitary sewer system in the Southeast Regional Area for Treatment services via the County Southeast Plant.

9. In as much as the Village of Buffalo Grove is located in both Lake County and Cook County, this agreement pertains only to the Lake County portion of the Village of Buffalo Grove.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the County and the Municipality do hereby agree as follows:

ARTICLE I

RECITALS

The foregoing recitals are, by this reference, fully incorporated into and made a part of this Agreement.

ARTICLE II

DEFINITIONS

2.1 Biochemical Oxygen Demand (B.O.D.).

The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory test procedures in five days at 20°C.

2.2 Collection.

The receipt of Sewage directly from the service connection of an individual Customer and the delivery of such Sewage to the County Southeast Interceptors or to any other provider of Transport or Treatment services.

2.3 Comprehensive Plan.

The Regional Wastewater Plan of the County of Lake approved by resolution of the County dated December 17, 1968, and amended from time-to-time thereafter.

2.4 Connection Charges.

The charges from time-to-time imposed by the County on Customers newly connecting to the County Southeast Sewerage System as a condition of such connections.

2.5 County Sewer Ordinances.

An ordinance entitled "An Ordinance Regulating the Use of Public and Private Sewer and Drains, Private Sewage Disposal, the Installation and Connection of Building Sewers, and the Discharge of Waters and Wastes into the Public Sewer Systems of the County of Lake in the State of Illinois," originally enacted by the County on and dated February 9, 1988 (which ordinance, as amended, is currently codified in Title V of the Lake County IL Code of Ordinances), together with all such amendments thereto as have been or may be enacted from time-to-time.

2.6 **County Southeast Interceptors.**

The system of Sanitary Sewer interceptors, and related facilities, together with such extensions of, and additions to, such system of interceptors and facilities, all as are or may be owned and operated by the County, that are tributary to the County Southeast Plant and receive Sewage from the Municipal Sewage Collection System and other Collection facilities in the Southeast Regional Area.

2.7 **County Southeast Plant.**

The treatment plant, commonly known as the Des Plaines River Water Reclamation Facility that is owned and/or operated by the County, together with any associated facilities and additions to or extensions of such plant or of such facilities.

2.8 **County Southeast Sewerage System.**

The County Southeast Interceptors, County Southeast Plant, and all other Sanitary Sewers, lift stations, connection facilities, and related facilities, as well as associated land, easements, and rights-of-way, that the County, from time-to-time, owns or operates for the purpose of, or related to, Collecting, Transporting and Treating Sewage within the Southeast Regional Area.

2.9 **Customer.**

Any dwelling, business, office, industrial, institutional, or other building, facility, or entity located in the Municipal Service Area and within the Lake County corporate limits of the Municipality that discharges Sewage, either directly or indirectly, into the County Southeast Sewerage System.

2.10 **Effective Date.**

The date on which this Agreement shall become effective pursuant to Subsection 11.8 of this Agreement.

2.11 **Force Majeure.**

Orders of the United States, State of Illinois, or other civil or military authority, changes in applicable law, strikes, lock-outs, acts of God, inability to obtain labor or materials, enemy action, civil commotion, fire, unavoidable casualty, or other similar events or circumstances.

2.12 **Industrial Waste.**

Liquid and water-carried waste discharged by any non-residential Customer.

2.13 **Inflow/Infiltration.**

A. Inflow: Water other than wastewater that enters a sewerage system from sources such as roof leaders, drains, manhole covers, cross connections between storm and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage.

B. Infiltration: Water other than wastewater that enters a sewerage system from the ground through such means as defective pipes, pipe joints, connections, or manholes.

C. Excessive Inflow/Infiltration: Any flow greater than 2.5 times the design average flow of the County Southeast Plant, or such greater multiple of the design average flow that may be authorized from time-to-time in the NPDES permit for the County Southeast Plant.

2.14 **Meter.**

Any device used to measure flow.

2.15 **Municipal Service Area.**

Those areas within the Southeast Regional Area that are located within both: (a) the Lake County corporate limits of the Municipality, and (b) the area depicted on Exhibit A to this Agreement.

2.16 **Municipal Sewage Collection System.**

All Sanitary Sewers, lift stations, connection facilities, and related facilities, as well as associated lands, easements, and rights-of-way, whether located within or without the Municipal Service Area, presently existing or to be constructed in the future, that are owned, operated, or maintained by the Municipality and are necessary to Collect Sewage from individual Customers located within the Municipal Service Area and to deliver such Sewage to the County Southeast Interceptors in accordance with the County Sewer Ordinances, all other applicable laws, ordinances, and regulations, and sound engineering practices, except as otherwise expressly provided in this Agreement.

2.17 **Population Equivalent (P.E.).**

The calculated population that would normally produce 100 gallons of Sanitary Sewage per day containing 0.17 pounds of B.O.D. and 0.20 pounds of total Suspended Solids. The P.E. for a discharger of Industrial Waste shall be based on the highest of the flow, B.O.D., and Total Suspended Solids.

2.18 **Pretreated Sewage.**

Sanitary Sewage or Industrial Waste that has been subjected to Pretreatment.

2.19 **Pretreatment.**

The process, or any portion of the process, of changing the physical, chemical, or biological character of Sanitary Sewage or Industrial Waste so as to meet the pretreatment standards promulgated under Section 307(b) and 307(c) of the Federal Clean Water Act, or any amendment thereto, as well as any pretreatment standards heretofore or hereafter established by State law, or the County Sewer Ordinances.

2.20 **Properly Shredded Garbage.**

Garbage that has been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch in any dimension.

2.21 Residential Customer Equivalent (R.C.E.).

A unit of measurement that may be used for purposes of imposing Connection Charges or assessing Sewer User Fees on Customers that shall equal either:

- A. The sanitary sewage flow from a single dwelling unit of any type; or
- B. For non-residential Customers, which for calculation purposes is 2.5 P.E.

2.22 Sanitary Sewage.

Liquid and water-carried waste and Properly Shredded Garbage discharged from the plumbing fixtures of dwellings and other buildings, but not including Industrial Waste.

2.23 Sanitary Sewer.

Any sewer that carries Sewage.

2.24 Sanitary Sewer Service.

The Transport and Treatment of Sewage, or any combination of one or more of such activities.

2.25 Sewage.

Sanitary Sewage, Industrial Waste, and Pretreated Sewage, together with such Inflow/Infiltration as may be permitted pursuant to the County Sewer Ordinances.

2.26 Sewer Use Coefficients.

A unit of measurement used to establish the anticipated Sewage to be generated from a particular Customer. For purposes of this Agreement, the Sewer User Coefficients shall initially be those set forth in Exhibit E to this Agreement, which Sewer User Coefficients may subsequently be amended pursuant to the County Sewer Ordinances, provided that such amended Sewer User Coefficients are generally applicable throughout the Southeast Regional Area.

2.27 Sewer User Fee.

The standard rate charged by the County for Collection, Transport, and Treatment of Sewage of a specified volume, strength, and composition.

2.28 Southeast Regional Area.

The Southeast Lake Facilities Planning Area as established in the Illinois Water Quality Management Plan, as such plan may be amended from time-to-time as shown on Exhibit G of this Agreement.

2.29 Suspended Solids.

Nonfilterable solids that either float on the surface of, or are in suspension in, Sewage or other liquids.

2.30 **Transport.**

The conveyance of Sewage from the point or points of discharge of the Municipal Sewage Collection System to the County Southeast Plant or to any other provider of Treatment service.

2.31 **Treatment.**

The process, or any portion of the process, of changing the physical, chemical, or biological character or composition of Sanitary Sewage or Industrial Waste not requiring Pretreatment under the standards of the County Sewer Ordinances or the Federal Clean Water Act, or of Pretreated Sewage, so as to meet regulatory requirements.

2.32 **Wholesale Advisory Committee.**

An advisory body established for the purposes of communication and coordination on matters of mutual concern regarding sanitary sewerage service, including input on operational and cost effectiveness matters relating to local systems, transport, and treatment activities, throughout the Southeast Regional Area. The Wholesale Advisory Committee shall be comprised of one representative from each of the Municipality, the County, and each additional municipality, sanitary district, and public utility company that (i) owns local sewers that are located within the Southeast Regional Area; (ii) is served by the Southeast Plant; and (iii) is a party to a current contract for such service with the County (together, the "**Wholesalers**"). Representatives (as well as any alternative representatives) of the Wholesale Advisory Committee are to be approved by resolution of the respective corporate authorities of the Municipality, the County, or a Wholesaler, as the case may be.

ARTICLE III

SANITARY SEWER SERVICE

3.1 **County Obligations.**

The County shall, subject to the conditions precedent and limitations set forth in Article V of this Agreement, and to the other terms and conditions of this Agreement, use its best efforts to operate and maintain the County Southeast Sewerage System in accordance with its customary practices and sound engineering practices so as to continue to provide Sanitary Sewer Service to Customers within the Municipal Service Area that have connected to the County Southeast Sewerage System. Use of the County Southeast Sewerage System shall be governed by the County Sewer Ordinances and this Agreement.

3.2 **Municipal Obligations.**

Except as provided in Section 3.3 of this Agreement, the Municipality shall not, at any time during the term of this Agreement, (i) offer, authorize, or permit any Sanitary Sewer Service within the Municipal Service Area other than such Service as is delivered by the County by and through the County Southeast Sewerage System; (ii) construct, or cause, permit, or consent to the construction of, any Sanitary Sewers or Treatment facilities (other than the County Southeast Sewerage System and the Municipal Sewage Collection System) within the Municipal Service Area; or (iii) deliver Sewage from properties within the Municipal Service Area to any Transport or Treatment facility other than the County Southeast Sewerage System (either directly or through tributary lines) without, in each such case, the prior written consent of the

County.

3.3 **Alternative Sanitary Sewer Services.**

A. Limited Right to Use Other Facilities.

1. Capacity to Serve. If, at any time after the Effective Date of this Agreement, the County is unable to provide Sanitary Sewer Service as required by this Agreement for all Sewage from the Municipal Service Area either directly or through tributary lines, the Municipality may, upon proper notice as provided in Subsection A.2 of this Section 3.3, and without the consent of the County, make alternate arrangements for Sanitary Sewer Service with respect to such Sewage that the County is unable to Transport or Treat. By pursuing alternative arrangements under this Section 3.3.A.1, the Municipality shall not be authorized to reduce the volume of Sewage Collected from the Municipal Service Area that has been and can continue to be served by the County Southeast Sewerage System. For the purpose of this Section:
 - a. the County's ability to provide Sanitary Sewer Service shall be without regard to any expansion of the County Southeast Sewerage System for which the Municipality would be responsible for payment as described in Section 3.3.B, and a request for such an expansion shall not be a condition precedent to exercising the relief herein described; and
 - b. the County's inability to provide Sanitary Sewer Service shall include:
 - i. a lack of capacity in, constraints upon service capabilities of, or existing commitments to capacity within the County Southeast Sewerage System or any portion thereof needed or useful to provide Sanitary Sewer Service for the Municipal Service Area; or
 - ii. conditions that would cause or require the County to expand or modify the County Southeast Sewerage System or any portion thereof, or otherwise expend funds or commit resources in order to provide the requested Sanitary Sewerage Service.
2. Required Notice. Any notice required pursuant to Subsection 3.3.A.1 of this Agreement shall be in writing and shall be delivered to the County not less than 90 days before the Municipality enters into any agreement or other arrangement for any Sanitary Sewer Service with respect to Sewage from the Municipality by any provider of Sanitary Sewer Service other than the County. Such notice shall specify (a) the additional amount of Sewage for which the Municipality requires additional capacity and that the Municipality intends to deliver to any other service provider, (b) the time within which such additional Sanitary Sewer Service capacity is required, and (c) the basis for the Municipality's conclusion that the County cannot or will not provide Sanitary Sewer Service with respect to such Sewage. If, within 90 days after such notice is delivered to the County, the County agrees in writing to provide the required Sanitary Sewer Service, the

Municipality shall be required to take such Service from the County pursuant to this Agreement rather than from any other service provider. Otherwise, the Municipality shall have no obligation to deliver such additional amounts of Sewage (as set forth in the notice) to the County Southeast Sewerage System at any time thereafter.

B. Municipality Request for Expansion of County Southeast Sewerage System. The parties acknowledge and agree that the County has the right, but not the obligation, to expand the County Southeast Sewerage System. Nevertheless, if, (i) as a result of the lack of capacity in any portion of the County Southeast Sewerage System needed to Transport Sewage from the Municipal Service Area, the County is unable to provide Sanitary Sewer Service for all Sewage from the Municipal Service Area, and (ii) the County has not otherwise elected to expand the County Southeast Sewerage System to address such lack of capacity, then (iii) the Municipality may request the County for a proposal to design, install, and construct such improvements to the County Southeast Sewerage System that will address such lack of capacity. If the County elects to provide such proposal, and the Municipality and the County agree in writing to the terms of implementing such proposal, then (iv) the County shall be required to design, install, and construct such improvements in the manner set forth in the proposal and the agreement of the parties, and (v) the County agrees to reserve capacity in the County Southeast Sewerage System for the Municipality to the extent set forth in the agreement of the parties.

C. Septic Systems. Notwithstanding any provisions in this Agreement to the contrary, residential septic systems serving only one detached single family dwelling on a lot of at least 40,000 square feet in area and any other septic systems that may from time to time receive written approval from the County shall not be considered to be Treatment facilities for purposes of this Section. In addition, any existing septic systems serving nonresidential structures or residential structures for which certificates of occupancy have been issued prior to the date of this Agreement shall not be considered a Treatment facility for purposes of this Section; provided, however, that such existing septic systems (other than those serving only one detached single family dwelling on a lot greater than 40,000 square feet in area) shall not be replaced or repaired in a manner requiring a permit from the Lake County Board of Health unless such permit is issued in full compliance with the requirements of the County, including the regulations of the Lake County Health Department. In addition, the County shall not have an obligation to Transport Sewage to the County Southeast Plant if treated by any type of on-site treatment system for which required permits have been issued and maintained (including without limitation land treatment systems).

3.4 Other Agreements and Laws.

Nothing in this Agreement shall be construed or interpreted as a waiver by the County of its rights under any other preexisting agreement, or renewal thereof, to which the County is a party or beneficiary or under state or federal law governing the County's right to provide exclusive Sanitary Sewer Service within any portion of the County, including the Municipal Service Area.

ARTICLE IV

MUNICIPAL SEWAGE COLLECTION SYSTEM

4.1 Acknowledgement of Existing Municipal Sewage Collection System.

The parties acknowledge that the Municipality currently owns, operates, and maintains the Municipal Sewage Collection System, which system is tributary to the County Southeast

Sewerage System. The Municipality shall be permitted to continue to Collect Sewage from Customers within the Municipal Service Area and to deliver such Sewage to the County Southeast Sewerage System, subject to and in accordance with the County Sewer Ordinances and the terms of this Agreement.

4.2 **Extensions to Municipal Sewage Collection System.**

A. Permitted Extensions and Enlargements. The Municipality shall be permitted to extend, enlarge, or otherwise modify or improve the Municipal Sewage Collection System in any manner that the Municipality determines is necessary and appropriate in order to serve Customers within the Municipal Service Area; provided that any such extension, enlargement, modification, or improvement shall be undertaken in accordance with the terms of this Agreement. Such permitted extensions and enlargements to serve Customers within the Municipal Service Area shall not require any further approvals of the County Board.

B. Standards for Extensions or Enlargements. In the event that the Municipality elects to extend, enlarge, or otherwise modify or improve the Municipal Sewage Collection System, either directly or by owners, subdividers, or developers of any lot, tract, or parcel within the Municipal Service Area in connection with the development of any such lot, tract, or parcel, the Municipality shall require any such extension, enlargement, modification, or improvement, to be designed, constructed, and installed in accordance with this Agreement, the County Sewer Ordinances, all other requirements of law, and sound engineering practices. In fulfilling its responsibilities hereunder, the Municipality shall, at a minimum, undertake or cause to be undertaken, at no cost to the County, the following:

1. Obtain engineering services, from a firm experienced in the design of public sewerage systems, for the design, plans and specifications, and construction of any portion of the Municipal Sewage Collection System;
2. Obtain all easements, rights-of-way, licenses, and other property rights that are necessary or convenient to construct, install, operate, and maintain any portion of the Municipal Sewage Collection System, including the preparation of appropriate surveys, agreements, and other relevant documents;
3. Enter into contracts with firms experienced in the construction and installation of public sewerage systems;
4. Secure all permits, approvals, and authorizations that may be necessary or appropriate to construct, install, and operate the portion of the Municipal Sewage Collection System; and
5. In cases where the County is required to execute a permit application to the Illinois Environmental Protection Agency ("*IEPA*"), submit to the County, for the County's review and approval, all preliminary and final engineering plans and specifications and all permit applications for such new portions of the Municipal Sewage Collection System.

Further, the Municipality shall permit the County to conduct such reviews and inspections of the work required to be performed pursuant to this Subsection 4.2.B.

C. County Obligations. Subject to the conditions and limitations set forth in Article V of this Agreement and to the other terms and conditions of this Agreement, and subject further to all customary County fees and charges being paid, the County shall have the following

obligations with respect to any extension, enlargement, modification, or improvement of the Municipal Sewage Collection System:

1. The obligation to approve, when completed in accordance with this Agreement, the County Sewer Ordinances, all other requirements of law, and sound engineering practices, all designs, all plans, and specifications required to be prepared or supplied pursuant to this Section 4.2; and
2. The obligation to execute, when completed in accordance with this Agreement, the County Sewer Ordinances, all other requirements of law, and sound engineering practices, all permit applications required to be filed pursuant to this Section 4.2, but only when the signature of the County is required by the permitting agency.
3. The County shall complete its obligation under this Section within thirty (30) days after submission in full to the County.

D. Expansion Limitations. Notwithstanding anything in this Article IV to the contrary, expansions of the Municipal Service Area shall be governed by the following additional terms:

1. In General. The Municipality shall not expand the Municipal Service Area without the express written consent of the County. Except as otherwise provided in this Section 4.2.D, in assessing whether to consent to any such expansion, the County shall apply the standards set forth in its "Considerations and Principles Relating To Intergovernmental Agreements For Sewer and Amendments To Existing Agreements," a copy of which is attached hereto as Exhibit B (the "**Amendment Criteria**"). The County reserves the right to require either a new and separate service agreement or an amendment to this Agreement to memorialize an expansion of the Municipal Service Area.
2. Conditions of Service to Certain Properties. The County acknowledges that the Municipality has identified certain parcels depicted on Exhibit C attached hereto that the Municipality intends to annex and thereafter seek Sanitary Sewer Service from the County (the "**Conditional Expansion Areas**"). The County further acknowledges and agrees that, to the extent that the Municipality annexes any parcels within the Conditional Expansion Areas and restricts such parcels to development that is consistent with bulk and density parameters and use designations set forth in Exhibit C-1 attached hereto (the "**Expansion Parameters**"), the County will enter into an amendment to this Agreement to expand the Municipal Service Area without regard to the Amendment Criteria. The County's Director of Public Works shall be authorized on behalf of the County to enter into any such amendment to this Agreement pursuant to this Subsection 4.D.2, so long as such amendment shall include:
 - a. Requirements for the extension, expansion, improvement, enlargement, or other modification to the County Southeast Sewerage System that the County's Director of Public Works determines to be necessary, appropriate, or convenient to serve the Conditional Expansion Area in question;
 - b. Provisions for the payment by or on behalf of the Municipality of all

costs associated with the requirements set forth in the amendment in accordance with Subsection 4.D.2.a of this Agreement; provided, however, that for any extension, expansion, improvement, enlargement, or other modification to the County Southeast Sewerage System that will have substantial benefit to properties other than the Conditional Expansion Area in question, the payment shall be subject to recapture or limited to the proportionate benefit of the Conditional Expansion Area in question; and

- c. With respect to any residential development within a Conditional Expansion Area, provisions for the payment of school impact fees (or equivalent land donations) in an amount no less than the amounts due under the then-current County school impact fee formula. In particular, such amendment shall set forth terms for:
 - (i) the Municipality's demonstration of compliance with this Subsection 4.2.D.2.c with respect to the requirement for payment of school impact fees and the timing therefor, and
 - (ii) the Municipality's certification of receipt of payment of the required school impact fees.
 - (iii) Nothing in this Agreement shall compel the Village to collect or remit any school impact fee where no impact exists.

To the extent that the County has more than one school impact fee formula, the formula that yields the lowest impact fee shall be the applicable measure of compliance with this Subsection 4.2.D.2.c.

Any amendment to this Agreement relating to a Conditional Expansion Area shall be approved by the corporate authorities of the Municipality.

3. Cook County Territory of Municipality. In the event that the Municipality desires to deliver any or all of the Sewage from portions of the Municipality located within Cook County, Illinois (the "**Cook County Area**"), the Municipality shall present a written request to the County to serve the Cook County Area (or a portion thereof)(the "**Transfer Area**") along with an engineering study identifying the Sewage flows from the Transfer Area, the capacity of the County Southeast Sewerage System to serve the Transfer Area, the impacts of transferring the Transfer Area on the sanitary sewerage facilities of the Metropolitan Water Reclamation District of Grater Chicago, the improvements required to transfer the Transfer Area to the County Southeast Sewerage System along with an engineer's estimate of probable costs relating thereto, and such other information relating to the service impacts of the transfer of the Transfer Area as the County may reasonably request (the "**Transfer Study**"). Upon receipt of the Transfer Study, the County agrees to respond to the Municipality's request within 180 days. In the event that that County is willing to provide Sanitary Sewer Service to a Transfer Area, the Municipality and the County shall enter into an amendment to this Agreement or a separate agreement setting forth the terms of such transfer.

4. Terms of Expansion Approval. In any new agreement or amendment to this Agreement relating to an expansion of the Municipal Service Area, the County may include reasonable conditions to such expansion of the Municipal Service Area to ensure that such expansion does not impair (a) any contractual obligations of the County, or (b) the functionality or cost-effectiveness of the County Southeast Sewerage System or any portion thereof. To the extent that an expansion of the Municipal Service Area warrants improvements to the County Southeast Sewerage System or a portion thereof, such new agreement or amendment to this Agreement shall include terms to address financial responsibility and payment matters relating to such improvements.

ARTICLE V

CONDITIONS AND LIMITATIONS

5.1 Conditions Beyond County's Control.

The County shall not be responsible for any failure to perform the undertakings, obligations, and commitments assumed by it pursuant to this Agreement caused by a Force Majeure.

5.2 Conditions Precedent to County Service.

Notwithstanding any other provision of this Agreement, the right of any Customer located within the Municipal Service Area to receive Sanitary Sewer Service from the County pursuant to this Agreement, and the County's obligation to provide Sanitary Sewer Services to any such Customer, shall be subject to all of the following conditions precedent having first been satisfied:

- A. Receipt by the County of all necessary governmental approvals to operate all of the components of the County Southeast Sewerage System as may be necessary to provide Sanitary Sewer Service to such Customer pursuant to this Agreement;
- B. Connection of the Customer to the Municipal Sewage Collection System in accordance with this Agreement;
- C. (i) The ability of the County to provide Sanitary Sewer Service as required by this Agreement without violating any applicable laws or regulations, (ii) the ability of the County Southeast Plant to accept Sewage that the Municipality delivers to the County Southeast Sewerage System from the Municipal Service Area for treatment and disposal in compliance with all applicable laws and regulations, and (iii) the legal right of the County to deliver said Sewage to said plant for such purposes;
- D. Payment of required Connection Charges to the County; and
- E. All other applicable provisions of this Agreement.

5.3 Limitations on County Service.

Notwithstanding any other provision of this Agreement, the right of the Municipality or any Customer located within the Municipal Service Area to receive Sanitary Sewer Service from the County, and the County's obligation to provide Sanitary Sewer Service

within the Municipal Service Area, shall be subject to the following limitations:

- A. No new points of connection between the Municipal Sewage Collection System and the County Southeast Interceptors shall be permitted unless authorized in writing by the County Director of Public Works, in which case the precise number, size, and location of such new connections shall be determined by the County, after consultation with the Municipality and consideration of the Comprehensive Plan and the County Sewer Ordinances, in accordance with sound engineering practices.
- B. The Sanitary Sewer Service to be provided by the County pursuant to this Agreement shall be on a first come-first serve basis and within the limits of available capacity. The County acknowledges that the County Southeast Plant currently has sufficient capacity to serve the Conditional Expansion Areas.
- C. The Sanitary Sewer Service to be provided by the County pursuant to this Agreement shall be subject to the County Sewer Ordinances and all other applicable laws, ordinances, rules, and regulations (including without limitation those relating to Pretreatment and the management of fats, oils, and grease as more fully detailed in Sections 5.4 and 5.5 of this Agreement). Except as otherwise required by federal or state law, no amendment to the County Sewer Ordinances shall be enforced against the Municipality until 90 days after the County shall have given the Municipality written notice of such amendment. The Municipality shall be given notice by the County Director of Public Works of any proposed amendment to the County Sewer Ordinances prior to the adoption of such amendments in order to permit the Municipality to review and comment: provided that any failure to give notice shall not affect the applicability of such amendments to the County Sewer Ordinances, but such amendments shall not take effect with respect to the Municipality until 90 days after the delivery of notice by the County of the effective date of the amendment. In addition, the maximum Infiltration rate for new Sewers constructed within the Municipal Sewage Collection System shall conform to (i) the rules and regulations of the Illinois Environmental Protection Agency, (ii) the standards and requirements of the County's capacity, management, operations and maintenance program ("**CMOM**") as set forth in the County Sewer Ordinances (the current version being codified at Lake County Code § 53.07), and (iii) the provisions of this Agreement.
- D. The Sanitary Sewer Service to be provided by the County pursuant to this Agreement shall be subject to all other terms and conditions of this Agreement.

5.4 **Pretreatment.**

A. **County Pretreatment Program.** The County shall provide, manage, and operate a Pretreatment program for the control of Sanitary Sewage and Industrial Waste from the Southeast Regional Area to assure that all Sewage delivered to the County Southeast Plant from the Municipal Sewage Collection System and the County Southeast Sewerage System satisfies the Pretreatment standards, the requirements of the County Sewer Ordinances, and all other applicable federal, state, and local laws and regulations, and the provisions of this Agreement. (The Pretreatment standards of the County Sewer Ordinances are currently codified in Chapter 54 of the lake County Code.)

B. **Municipality Cooperation.** The Municipality shall reasonably cooperate with the County in the establishment and enforcement of a Pretreatment program serving the Municipal Sewage Collection System and its Customers. Such cooperation shall include without limitation the

adoption of most recent pretreatment ordinances approved by the County Board and authorizing the County and its agents, representatives, and inspectors to have access to Customer's properties as may be necessary from time-to-time for the purpose of enforcing the ordinances aforesaid, including without limitation ordinances authorizing the County to bring suit to collect all charges, or to terminate sewer and/or water services as may be necessary for the purpose of enforcement and for the purpose of protecting and preserving the environment.

C. County Pretreatment Costs. The County shall bear all the costs (payable from Sewer User Fees and any special Pretreatment surcharges as may be established from time-to-time) incurred for the proper management and operation of the Pretreatment program for the Southeast Regional Area without reimbursement from the Municipality.

D. Pretreatment Charges. For all Customers of the Municipality that are identified as being subject to the Pretreatment program, the County may impose Pretreatment surcharges as well as fines and penalties for violations of Pretreatment standards, and each such Customer shall be solely responsible for the payment of invoices for any such surcharges, fines, and penalties relating to the Pretreatment program. The Pretreatment surcharges for Customers of the Municipality shall be comparable to similar surcharges imposed upon County Customers.

5.5 Fats, Oils, and Grease Regulations.

The County shall provide, manage, and operate a fats, oils, and grease program (the "**FOG Program**") to ensure compliance with the minimum standards set forth in the County Sewer Ordinances (the current version being codified at Lake County Code § 53.09) (the "**Fats, Oils, and Grease Rules**"). The purpose of the FOG Program is to ensure that any food processing, food sales, or food service establishment or user, that is connected to, or applying to connect to, the County Southeast Sewerage System (whether directly or indirectly) will comply with the Fats, Oils, and Grease Rules. The Municipality shall reasonably cooperate with the County in the enforcement of the FOG Program serving the Municipal Sewage Collection System and its Customers. Such cooperation shall include, without limitation, the following:

- A. The development and implementation by the Municipality of its own FOG program in conformity with the Fats, Oils, and Grease Rules (which program can be modeled after the County's FOG program), as well as the compilation of the action(s) taken pursuant to such Municipality program as part of the Municipality's annual CMOM report;
- B. The adoption of ordinances or associated agreements authorizing the County and its agents, representatives, and inspectors to have access to Customer's properties as may be necessary from time-to-time for the purpose of enforcing the FOG Program, and
- C. The adoption of ordinances or associated agreements authorizing the County to bring suit to collect all charges, to terminate Sanitary Sewer Service, cause the termination of water services, or any combination of the foregoing, as may be necessary for the purpose of enforcement of the FOG Program.

ARTICLE VI

CHARGES AND FEES

6.1 Municipal Payment of County Sewer User Fees and Connection Charges.

A. The Municipality shall be obligated to pay Connection Charges to the County relating to new Customers connecting to the County Southeast Sewerage System for Sanitary Sewer Service within the Municipal Service Area as provided for in this Article VI. The Municipality shall deliver payment of the Connection Charges within thirty (30) days after such connection is authorized or effected (whichever first occurs).

B. The Municipality shall be obligated to pay Sewer User Fees to the County for Sanitary Sewer Service billed to Customers within the Municipal Service Area and connected to the County Southeast Sewerage System as provided for in this Article VI. The Municipality shall pay all such Sewer User Fees to the County within thirty (30) days after the due date of its periodic Customer service billing.

C. If the Municipality fails to make timely payment in full of charges due to the County pursuant to Section 6.1.A or 6.1.B above, daily interest charges for late payments to the County shall be assessed against the Municipality at a rate of nine percent (9%) per annum. A summary statement of Customers and amounts billed shall accompany each payment. A complete statement of accounts and billing records shall be made available to the County upon request. In addition, the County shall have access to the Municipality's records relating to the Municipal Sewage Collection System.

D. The Municipality assumes the responsibility to collect, and irrespective of collection, shall be responsible for payment to the County of, all Connection Charges and Sewer User Fees as provided for in this Agreement.

6.2 **Connection Charges.**

The Municipality shall collect from every Customer located within the Municipal Service Area hereafter connecting to the County Southeast Sewerage System (either directly or indirectly) a Connection Charge at the same rate as the County from time-to-time charges for similar Sanitary Sewer Services provided by the County through similar facilities of the County Southeast Sewerage System. The County shall be solely responsible for setting such Connection Charges, subject to the adjustment provisions in Section 6.7 of this Agreement.

6.3 **Basis for Determining Connection Charges.**

A. Connection Charges shall be assessed against each Customer based on the Sewer Use Coefficients. The Connection Charge for any Customer for whose use a Sewer Use Coefficient has not been established shall be determined as provided in Section 6.3.B of this Agreement.

B. As of the Effective Date of this Agreement, the basic Connection Charge shall be established based on the Sewer Use Coefficients. The Connection Charge for any Customer whose use is not identified among the established Sewer Use Coefficients shall be determined by the County based on the Sewer Use Coefficients most analogous to such Customer. Nothing in this Section 6.3 shall limit the County's right to require a Customer to pay a "Supplemental Connection Fee" in accordance with Section 6.11 of this Agreement.

6.4 **Sewer User Fees.**

A. **Flat Rate User Fees.** For any Customers within the Municipal Service Area that are charged Sewer User Fees on a flat-rate basis rather than based on the measurement of the volume, strength, and/or composition of Sewage flows ("**Flat-Rate Customers**"), subject to the provisions of Section 6.4.B of this Agreement, the assessment of Sewer User Fees shall continue on a flat-rate basis as follows:

1. All Flat-Rate Customers occupying dwelling units shall be deemed to utilize one (1) R.C.E. of Sanitary Sewer Service each month.
2. All Flat-Rate Customers other than those occupying dwelling units shall be deemed to utilize Sanitary Sewer Service each month in accordance with the following calculation:

$$(\text{Estimated P.E. of Customer}) \times \frac{1 \text{ RCE}}{2.5 \text{ P.E.}}$$

where the "Estimated P.E. of Customer" shall be based upon the applicable Sewer Use Coefficient for the Customer, but if the Sewer Use Coefficients are not applicable to the Flat-Rate Customer's proposed use, then the "Estimated P.E. of Customer" shall be based on the larger of either: (a) the estimate of P.E. reported in connection with any IEPA permit for such Flat-Rate Customer; or (b) the standard P.E. coefficient as applied by the IEPA for persons having similar uses as the Flat-Rate Customer. With respect to Sewer User Fees for Flat-Rate Customers, one R.C.E. shall be deemed to equal 7,500 gallons per month.

3. Pursuant to Section 6.7 of this Agreement, the County shall from time-to-time establish a flat rate fee per RCE of Sanitary Sewer Service (the "**RCE Rate**"). The monthly Sewer User Fee for each Flat-Rate Customer shall be determined by multiplying the number of such Flat-Rate Customer's RCEs (as established pursuant to Section 6.4.A.1 or 6.4.A.2) by the RCE Rate.

B. Transition to Volume-Based Sewer User Fees. The Municipality agrees to use its best efforts to convert Flat-Rate Customers from a flat-rate Sewer User Fee to a system under which Sewer User Fees are based on the volume, strength, and composition of the Sewage delivered to the County Southeast Sewerage System by the individual Flat-Rate Customers. At such time as the County and Municipality mutually determine that the Municipality has sufficient means for measuring Sewage flows of all or a defined group of individual Flat-Rate Customers, then the Municipality shall bill and collect from every Flat-Rate Customer located within the Municipal Service Area (or such portion of the Municipal Service Area as the County and the Municipality may agree) Sewer User Fees based upon the actual volume, strength, and composition of Sewage delivered to the County Southeast Sewerage System from such Customer. The County shall be solely responsible for setting such Sewer User Fees, subject to the adjustment provisions in Section 6.7 of this Agreement.

6.5 Metering.

A. Individual Metering. To the extent that Sewer User Fees are billed and collected based upon actual volume, strength, and composition pursuant to Section 6.4.B of this Agreement, the County shall have the right to establish and enforce reasonable requirements for the Municipality and all Customers located within the Municipal Service Area for the installation, calibration, inspection, maintenance, repair, and replacement of meters to measure each Customer's Sewage or water use (as mutually agreed upon pursuant to Section 6.4.B) for the purpose of establishing and billing Sewer User Fees. Nothing in this Section 6.5 shall be deemed to limit the County's right to estimate any Customer's water consumption for the purpose of establishing and billing Sewer User Fees or to limit the County's ability to establish minimum periodic charges. Pursuant to the County Sewer Ordinances, the metered flow may be adjusted for such quantity of water usage that is reasonably estimated as not entering into the sanitary sewers by limiting the total metered flow for residential County Customers for the billing

period from May 15 through September 15 in any year to the lesser of the actual metered amount or 120% of the average metered water flow from the preceding eight month period (the "**Summer User Credit**"). For any Customer that has a separate irrigation source or a separately metered irrigation system for its property, the actual meter reading for the Customer shall be used, exclusive of any meter reading for the irrigation system. The County may through its County Sewer Ordinances reduce, modify, or eliminate the Summer User Credit for County Sewer User Fees (subject to the notice provisions in Section 6.7.C of this Agreement).

B. System Wide Metering. Subject to and following an agreement of the County and the Municipality pursuant to Section 6.4.B, the Municipality shall, at its own expense, furnish, install, own, operate, and maintain Meters and related equipment of standard type for measuring all Sewage delivered by the Municipality to the County Southeast Sewerage System (or for measuring water consumption as a reflection of Sewage flows). Such Meters may be located at the premises of Customers or where the Municipality's connecting Sewers connect to the respective County Southeast Interceptors. The County shall have access at all reasonable times to such Meters for inspection and examination. All calibration, adjustment, reading, and recording of such Meters shall be the Municipality's responsibility.

6.6 Reporting

A. Mutual Requirements. Each party shall establish and maintain at all times during the term of this Agreement permanent books and records of bills, invoices, rates, receipts, accounts receivable, connections, quantities of flow, permits, rate studies, and any other records relating to Sanitary Sewage Service and fees and charges relating thereto dating back not less than seven years (the "**Recordkeeping Data**"). Each party shall have the right to inspect and copy Recordkeeping Data of the other during normal business hours, and the parties hereby waive all copying and related costs for all reasonable requests for records.

B. Municipal Reporting. The Municipality shall provide to the County, on a bi-monthly basis, a report of all invoices issued to Customers after the Effective Date of this Agreement, with a history of payment by Customers. The report shall be in substantially the form shown in Exhibit D attached hereto, and shall include, without limitation, information regarding any interest payments required by Section 6.1.C, and such other information as may reasonably be requested from time to time by the County.

C. County Reporting. The County shall cause to be prepared annual financial statements of the County Southeast Sewerage System, which financial statements shall include at least the categories of information described in Exhibit F to this Agreement.

6.7 Adjustments to Fees and Charges.

A. Level of Sewer User Fees. Sewer User Fees shall be uniform for all Customers receiving similar Sanitary Sewer Service within the County Southeast Sewerage System. The County shall set such Sewer User Fees at levels designed to assure at all times that County revenues from such Fees and available reserves will always be sufficient, when considered in light of any other moneys legally available for and applied to such purposes, (i) to provide adequate and proper levels of service; (ii) to pay the County's costs of maintenance, replacement, and operation; (iii) to pay the principal of, and premiums and interest on, bonds secured, in whole or in part, by the revenues of the County Southeast Sewerage System; (iv) to provide a reasonable depreciation fund; and (v) to provide such other reserves and sinking funds as may be deemed necessary or desirable by the County for the payment of such bonds and for the replacement, extension, and improvement of the County Southeast Sewerage System.

B. Level of Connection Charges. The County may adjust Connection Charges for new Customers receiving Sanitary Sewer Services as may be deemed necessary or desirable by the County, provided that such Connection Charges shall at all times be uniform among Customers of the County Southeast Sewerage System receiving similar Sanitary Sewer Services.

C. Effective Date of Adjusted Connection Charges and Sewer User Fees. Except as may be affected by a Secondary Rate Study as set forth below, any such adjustments in Connection Charges will not be effective until ninety (90) days after the County approves such adjustment, nor will adjustments in Sewer User Fees be effective until the next applicable billing period commencing not more than ninety (90) days after the County approves such adjustment. Such adjustments may be made without the need for hearings.

1. The County shall notify the Municipality within ten (10) days after approval of any adjustments in Connection Charges or Sewer User Fees or both (the "**Adjustment Notice**"), which Adjustment Notice shall include any rate studies that informed the County regarding any such adjustments. An Adjustment Notice shall be delivered in accordance with Section 10.9 of this Agreement; provided, however, an Adjustment Notice may also be delivered via e-mail at the address set forth in Section 10.9.A of this Agreement (unless a Party identifies an alternative e-mail address for such Adjustment Notices), in which case the date of delivery shall be the date that the e-mail was sent to the Municipality.
2. Within 15 days after the delivery of an Adjustment Notice, the Municipality shall notify the County whether it intends to undertake a rate review (a "**Review Notice**"). A Review Notice shall be delivered in accordance with Section 10.9 of this Agreement; provided, however, an Review Notice may also be delivered via e-mail at the address set forth in Section 10.9.A of this Agreement (unless a Party identifies an alternative e-mail address for such Review Notices), in which case the date of delivery shall be the date that the e-mail was sent to the Municipality.
3. The Municipality may, within 90 days after Adjustment Notice, deliver to the County its own study regarding any rate adjustment (a "**Secondary Rate Study**"). Upon timely delivery of a Secondary Rate Study from the Municipality, the County agrees to consider such Secondary Rate Study and take action either to re-affirm, ratify, modify, or postpone the effective date of such adjustments in either Connection Charges, Sewer User Fees, or both. The County shall notify the Village in writing of its intended adjustment (if any) to either Connection Charges, Sewer User Fees, or both, based on the County's review of the Secondary Rate Study (a "**Modified Adjustment Notice**").
4. Within seven (7) calendar days after the delivery of a Modified Adjustment Notice, the Village may notify the County of its desire for a third-party review of the adjustments to either Connection Charges, Sewer User Fees, or both, as set forth in the Modified Adjustment Notice (a "**Third-Party Review Notice**"). In the event of a Third-Party Review Notice, the Village Manager and the County Director of Public Works shall, within ten (10) days after delivery of a Third-Party Review Notice, each select a licensed professional engineer with experience in utility rate-making, and the selected engineers shall thereafter mutually select a third licensed professional engineer with experience in utility rate-making within ten (10) days thereafter (the "**Panel Appointment Date**"). The three selected engineers shall convene and review the information relied upon by the County and the Village's Secondary Rate Study and, based on such information, render

a decision regarding the ultimate adjustment (if any) to either Connection Charges, Sewer User Fees, or both, within twenty-one (21) calendar days after the Panel Appointment Date (the "**Panel Decision**"). The Panel Decision shall bind the Parties, and no further adjustment to either Connection Charges, Sewer User Fees, or both, shall be proposed for at least 180 days after the issuance of the Panel Decision.

5. Notwithstanding the provisions of Subsections 6.7.C.1-4, to the extent that an Adjustment Notice includes a rate study that sets forth multi-year adjustments for the County's Connection Charges or Sewer User Fees or both (a "**Multi-Year Rate Study**"), then: (a) the County shall only be required to deliver an Adjustment Notice for the first year of adjustments in Connection Charges or Sewer User Fees or both; (b) no further Adjustment Notice will be required for any subsequent adjustments of Connection Charges or Sewer User Fees or both based on such Multi-Year Rate Study; and (c) the Municipality shall only have an opportunity to present a Secondary Rate Study in response to a Multi-Year Rate Study following the initial Adjustment Notice. Nothing in this Subsection 6.7.C.5 shall expand the Municipality's opportunity to present a Secondary Rate Study in the event that the County delivers courtesy Adjustment Notices for adjustments in Connection Charges or Sewer User Fees or both after the initial Adjustment Notice relating to a Multi-Year Rate Study.

6.8 **Service Conditioned on Payment.**

Either the Municipality or any of its Customers may be denied issuance of a temporary or final sewer permit for any building, structure, or Customer within the Municipal Service Area in the event that all Connection Charges due to the County have not been paid to the Municipality. In addition, in the event that the Municipality fails to pay Connection Charges or Sewer User Fees as provided in this Agreement, the County may take steps to terminate Sanitary Sewer Service to the Municipality; provided, however, that no termination of service shall occur unless the Municipality fails to bring current its account with the County within sixty (60) days after notice from the County regarding such failure to pay.

6.9 **Municipal Service Charges.**

Nothing in this Agreement shall limit the Municipality's discretion in establishing reasonable fees and rates related solely to the Municipal Sewage Collection System for its Customers, so long as such fees and rates are at all times sufficient to permit the Municipality to meet its obligations under this Agreement.

6.10 **Inflow/Infiltration Reduction.**

A. The Municipality and the County acknowledge and agree that Excessive Inflow/Infiltration from local sewage collection systems tributary to the County Southeast Sewerage System increases the cost of operating, and reduces the overall capacity and capability of, both the County Southeast Plant and the County Southeast Sewerage System. The Municipality and the County acknowledge, however, that it may be more cost-effective to reduce the effects of Excessive Inflow/Infiltration through regional excessive flow detention facilities or similar mechanisms ("**Regional I/I Facilities**") as well as attainable local corrective measures. In order to create appropriate incentives for local corrective measures and appropriate means for undertaking regional excessive flow detention facilities to address problems that may be resulting from Excessive Inflow/Infiltration, the County and the Municipality agree to participate in and comply with the provisions for accommodating Inflow/Infiltration as set forth in this Section 6.10. Nothing in this Agreement affirmatively

requires the Municipality to eliminate all Inflow and Infiltration from the Municipal Sewage Collection System, so long as the quantity of Inflow and Infiltration does not constitute Excessive Inflow/Infiltration as defined herein.

B. CMOM Programs. The County shall employ or engage qualified engineers in connection with the development, maintenance, and operations of its facilities within the Southeast Regional Area, and it shall also comply with applicable CMOM regulations as may be required by the County Sewer Ordinances or other applicable laws. The Municipality shall also comply with the CMOM requirements of the County Sewer Ordinances.

C. Establish Local I/I Surcharge. Consistent with the provisions of CMOM, the County may periodically establish, after consultation with the Wholesale Advisory Committee, a system-specific minimum investment level needed for maintenance and repair of any local sewage collection system tributary to the County Southeast Sewerage System to control Excessive Inflow/Infiltration (the "**Annual System Investment**"), and the local sewage collection system operators will be required to report annually about the activities undertaken to improve their local sewerage systems, periodic monitoring activities and results, and the amounts expended therefor. To the extent that the owner or operator of such a local sewage collection system fails either (i) to make the requisite Annual System Investment in its local sewage collection system, or (ii) to the extent that the Excessive Inflow/Infiltration from any such local sewage collection system substantially exceeds any Inflow/Infiltration objectives that may be established by the County in accordance with the County Sewer Ordinances after consultation with the Wholesale Advisory Committee, the County shall quantify the additional cost that such Excessive Inflow/Infiltration imposes annually on the County Southeast Sewerage System (the "**Excessive I/I Non-Compliance Cost**"), and an additional special user fee shall be imposed upon all Customers being served by such local sewage collection system (the "**Surcharged System**") at a rate that will yield the Excessive I/I Non-Compliance Cost over the course of a year (the "**Local I/I Surcharge**"), notwithstanding that such Local I/I Surcharge results in non-uniform Sewer User Fees among County Customers.

D. Administration. In accordance with Section 6.10.C of this Agreement, any Local I/I Surcharge imposed thereunder shall be accounted for separately from any other funds collected by the County, the Municipality, or any other Wholesaler with a Surcharged System (as defined in Section 6.10.C) and held during the Initial Surcharge Year (as hereinafter defined) in a fund designated for improvements to the Surcharged System (a "**Local Improvement Fund**") and shall be used as follows:

- (i) During the first year of incurring a Local I/I Surcharge (the "**Initial Surcharge Year**"), all Local I/I Surcharge revenues shall be deposited in a Local Improvement Fund to be administered by the County. If the County, after consultation with the Wholesale Advisory Committee, determines that a Surcharged System meets its Annual System Investment (as defined in Section 6.10.C of this Agreement) as prescribed for the Initial Surcharge Year, then: (a) the Local I/I Surcharge imposed upon the Surcharged System shall no longer be imposed after such determination; and (b) the County shall make the Local Improvement Fund moneys available to the owner of the Surcharged System for use in making up deficiencies in its prior Annual System Investment;
- (ii) If a Surcharged System fails to meet its Annual System Investment as prescribed for the Initial Surcharge Year during the Initial Surcharge Year, then: (a) the Local I/I Surcharge shall continue to be imposed until the County, after consultation with the Wholesale Advisory Committee,

determines that a Surcharged System has met its Annual System Investment as prescribed for any year after the Initial Surcharge Year; and (ii) all moneys in the Local Improvement Fund shall be transferred, and all future Local I/I Surcharge revenue shall be deposited, into a Regional Surcharge Fund to be established and maintained by the County for any projects designed to reduce Excessive Inflow/Infiltration within the Southeast Regional Area (including Regional I/I Facilities), as designated by the County after consultation with the Wholesale Advisory Committee.

E. CMOM and Excessive I/I Standards. The County acknowledges that the Municipality may propose for inclusion in the CMOM program under the County Sewer Ordinances objective standards by which the Municipality or any Wholesaler may attain a "safe harbor" against the imposition of a Local I/I Surcharge pursuant to this Section 6.10; the County agrees to give reasonable consideration to any such proposal, provided that such proposal shall be subject to the approval of the County, after consultation with the Wholesale Advisory Committee.

F. Additional Compliance Option. In order to ensure compliance with CMOM objectives, the County may, in consultation with the Wholesale Advisory Committee, require a Surcharged System to install meters of sewage actually delivered to the County Southeast Plant and the County Southeast Sewerage System, in which case the amount of actual Sewage delivered to County Southeast Plant and the County Southeast Sewerage System shall be the basis for any Sewer User Fees due from such Surcharged System.

6.11 Supplemental Connection Fees.

Notwithstanding the fact that a Customer has previously paid a Connection Charge, the County reserves the right to impose a "**Supplemental Connection Fee**" upon such Customer in accordance with regulations of the IEPA or County Sewer Ordinances applicable to Customers located within the Southeast Regional Area, including without limitation in the following instances:

- (i) If a sewer connection application submitted by or on behalf of a Customer to either the Municipality or the County does not accurately reflect the use, size, or P.E. of such Customer, such Customer shall pay the County a Supplemental Connection Fee based upon the difference in P.E. between (a) the P.E. that should have been the basis for the original Connection Charge if the application for sewer connection had been accurate, and (b) the P.E. used to calculate the original Connection Charge; or
- (ii) If a Customer's actual Sewage P.E. exceeds the Sewage P.E. set forth in the permit application for such Customer by more than 15 P.E. (unless such Customer promptly implements measure to effectively reduce its P.E. after notice from the County), then such Customer shall pay the County a Supplemental Connection Fee based upon the difference in P.E. between (a) the permitted P.E. employed in the permit application for such Customer, and (b) the actual Sewage P.E. discharged by the Customer.
- (iii) Upon any new, modified, expanded, or changed use of the site of any Customer (other than a Customer whose use is a detached single-family residence), the Municipality and such Customer shall promptly notify the County and the County shall determine whether the Sewage P.E., permitted and/or actual, from such Customer is consistent with the Connection Charge previously paid and permitted for the site from which such Customer operates. If not, a Supplemental Connection Fee shall be assessed against such Customer based on such new, modified, expanded, or changed use of the Customer's

site in accordance with the County Sewer Ordinances in effect at the time of such determination.

The Supplemental Connection Fee shall be based on the Connection Charges in effect at the time of payment of such Supplemental Connection Fee. Any Customer who fails either to reduce its discharge or modify its use of the site to be in conformance with the paid and permitted P.E. or to pay a Supplemental Connection Fee under this Section 6.11 shall have no right to continued Treatment service, and the Parties agree to take (or cause to be taken) progressive enforcement action against such Customer for such failure, which enforcement may include termination of the Customer's water and/or sewer service for non-compliance.

ARTICLE VII

OWNERSHIP AND MAINTENANCE

7.1 County Southeast Sewerage System.

The County shall retain ownership of all Sewers and other facilities in the County Southeast Sewerage System that it now owns, or that it may in the future construct (including the Force Main Connection), or that it may in the future accept dedication of from the Municipality or any other person or entity. The County shall maintain and operate the County Southeast Sewerage System and shall bear all risk of loss or damage to each element of said System, all at its sole cost.

7.2 Municipal Sewage Collection System.

The Municipality shall retain ownership of all Sewers and related facilities in the Municipal Sewage Collection System that it now owns or that it may in the future construct, or that it may in the future accept dedication of from any person or entity, including but not limited to any future extensions thereto that are now located or that may be located within the Municipality. The Municipality shall maintain and operate the Municipal Sewage Collection System and shall bear all risk of loss or damage to said system, all at its sole cost.

ARTICLE VIII

FPA AMENDMENTS

8.1 Joint Action.

In order to promote sound public sewer planning and the efficient and economical use of County and Municipality facilities being installed and maintained pursuant to this Agreement:

1. The County shall file, and the Municipality shall support, any application that may be required to amend the Illinois Water Quality Management Plan with respect to the development of the County Southeast Sewerage System consistent with this Agreement.
2. The Municipality shall file, and the County shall support, any application that may be required to amend the Illinois Water Quality Management Plan with respect to the development of the Municipal Sewage Collection System consistent with this Agreement.
3. Neither the Municipality nor the County shall file or support any

application to amend, and the County and the Municipality shall undertake joint and cooperative action to oppose and object to any third-party petition to amend, the Illinois Water Quality Management Plan or the Areawide Water Quality Management Plan for Northeastern Illinois that would have the effect of preventing the Municipality and the County from providing Sanitary Sewer Service to the any lot, parcel, or tract within the Municipal Service Area, in the manner provided by this Agreement. For purposes of this Clause 9.1(3), joint and cooperative action shall include, without limitation, filing written objections, providing staff support, and retaining such attorneys and consultants as the parties mutually agree are necessary with respect to such objections.

8.2 **Exceptions.**

Nothing in Section 8.1 of this Agreement shall require the County or the Municipality to take any action that it is prohibited from taking, or to refrain from taking any action that it is required to take, pursuant to any agreement that such party approved by formal action of its corporate authorities prior to the Effective Date of this Agreement.

ARTICLE IX

OTHER CONTRACTS AND SERVICE

9.1 **County Rights.**

A. **In General.** The County shall have the right to contract with other persons, natural or corporate, private or public, to perform services similar to those to be performed pursuant to this Agreement; provided, however, that nothing in this Agreement shall be construed to require the County to provide Sanitary Sewer Service to any area of the Municipality not located within the Municipal Service Area.

B. **"Most Favored" Terms.** The County agrees that, should it enter into an agreement with other persons, natural or corporate private or public, to perform services similar to those to be performed pursuant to this Agreement within the Southeast Regional Area (a "***Wholesale Agreement***") after the approval of this Agreement, that it shall provide a copy of such Wholesale Agreement to the Municipality. Within thirty (30) days of receipt of the Wholesale Agreement, the Municipality must notify the County of any provisions within such Wholesale Agreement that the Municipality believes are applicable to the Municipality and desirable to incorporate into this Agreement (a "***Requested Amendment***"). Such Requested Amendments identified on Exhibit H to this Agreement shall automatically be deemed incorporated into and made a part of this Agreement, unless, within thirty (30) days of receiving notice from the Municipality, the County shall notify the Municipality of any disagreement whether the Requested Amendments fall within the categories identified in Exhibit H. If the parties disagree over whether a Requested Amendment is within a category identified in Exhibit H, they shall meet to confer regarding the applicability or inapplicability of the Requested Amendment to the terms of service and obligations under this Agreement. In the absence of any objection to a Requested Amendment, or after determining that a Requested Amendment is appropriate following conferral, the Municipality and County shall prepare and execute or cause to be executed a written amendment to this Agreement to incorporate all applicable Requested Amendments without formal action of the corporate authorities of the County or the Municipality. For purposes of this Section 9.1.B only, the County Director of Public Works may bind the County and the Municipality Manager may bind the Municipality. Should the County be a party to litigation, the outcome of which invalidates any provision of a Wholesale Agreement, the

offending provision will be treated as a Requested Amendment and automatically be deemed incorporated into and made part of this Agreement.

9.2 **Municipal Acknowledgements.**

The Municipality acknowledges and agrees that: (i) the County's obligation to provide Sanitary Sewer Service to the Municipality arises from this Agreement; (ii) the County does not act or operate as a public or private utility; (iii) the County does not act or operate in a business or proprietary capacity in providing Sanitary Sewer Service to lots, tracts, parcels, or areas within the Municipal Service Area; (iv) the County does not by this Agreement, or its performance pursuant to this Agreement, hold itself out as offering to, and is under no obligation to, provide Sanitary Sewer Service to any lot, tract, parcel, or area other than lot, tracts, parcels, or areas located within the Municipal Service Area; (v) the County's obligation to provide Sanitary Sewer Service to lots, tracts, parcels, or areas within the Municipal Service Area is the sole contractual obligation set forth in this Agreement; and (vi) except as otherwise expressly provided in his Agreement, the County shall have no obligation to amend the terms of this Agreement including without limitation the boundaries of the Municipal Service Area.

9.3 **Other County Service.**

Nothing in this Agreement shall be construed or interpreted to prevent or limit the right of the County, or to require the consent of the Municipality, to provide Sanitary Sewer Service to parties other than the Municipality on such terms and conditions as the County may, in its sole discretion, determine to be appropriate, including, without limitation, Sanitary Sewer Service utilizing the County Southeast Sewerage System; provided, however, that the County shall not provide Sanitary Sewer Service within the Municipal Service Area except in accordance with the terms and conditions of this Agreement.

9.4 **No Third-Party Beneficiaries.**

Nothing in this Agreement shall create, or be construed or interpreted to create, any third-party beneficiary rights, except as expressly provided herein.

ARTICLE X

LEGAL RELATIONSHIPS AND REQUIREMENTS

10.1 **Exhibits.**

Exhibits A through H attached to this Agreement are, by this reference, incorporated into and made a part of this Agreement.

10.2 **Entire Agreement; Supersedence of Prior Sewage Agreement.**

There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or upon which either of the parties is relying in entering into this Agreement.

10.3 **Amendments.**

Except as expressly provided otherwise in this Agreement, this Agreement shall not be modified, changed, altered, amended, or terminated without the written and duly authorized consent of the County and the Municipality.

10.4 **Waivers.**

No term or condition of this Agreement shall be deemed waived by either party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

10.5 **Interpretation and Severability.**

It is the intent of the County and the Municipality that this Agreement be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, the provision that best promotes and reflects the intent of the parties shall control. If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect. In addition, the Parties acknowledge that each Party had the opportunity to seek review of this Agreement by counsel prior to its execution and therefore this Agreement shall be deemed to have been drafted mutually by the County and the Municipality.

10.6 **Regulatory Bodies.**

This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed and promulgated by the United States of America, the State of Illinois, or any other governmental body or agency having lawful jurisdiction, or any authorized representative or agent of any of them; provided, however, that this Section 10.6 shall not be construed as waiving the right of any party to challenge the validity of any such rules, regulations, or laws on any basis, including the impairment of this Agreement. The County reserves the right to adopt ordinances, rules, and regulations governing the design, installation, and use of the County Southeast Sewerage System.

10.7 **Successors; Assignment.**

This Agreement shall be binding on, and shall inure to the benefit of the successors and permitted assigns of the County and the Municipality. The Municipality shall not assign this Agreement in whole or in part, or any of its rights or obligations under this Agreement, without the prior express written consent of the County, which consent may be withheld in the sole and unfettered discretion of the County. The County shall not assign this Agreement in whole or in part, or any of its rights or obligations under this Agreement, without the prior express written consent of the Municipality, which consent may be withheld in the sole and unfettered discretion of the Municipality.

10.8 **Effective Date and Term.**

A. **Effective Date.** This Agreement shall take effect as of the date first above written when executed by the duly authorized representatives of the County and the Municipality.

B. **Term.** This Agreement shall be in full force and effect for a period of 20 years from and after its Effective Date.

10.9 **Notices; Timing.**

A. **Manner of Notification.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by express mail or messenger at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the County:

County of Lake
18 North County Street
Waukegan, Illinois 60065
Attn: County Administrator
E-Mail: _____
and

Lake County Department of Public Works
650 Winchester Road
Libertyville, Illinois 60046
Attn: Director of Public Works
E-Mail: _____

For notices and communications to the Municipality:

Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove IL 60089
Attn: Village Manager
E-Mail: _____

By notice complying with the foregoing requirements of this Section 10.9, each party shall have the right to change the addressees or addresses or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

B. **Time for Action.** Whenever any action is required pursuant to this Agreement, "days" shall be based on calendar days; provided, however, when the last day for action falls on a Saturday, Sunday, or Federal holiday, the time for action shall be the following calendar day.

10.10 **Execution in Counterparts.**

This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute one and the same Agreement.

10.11 **Enforcement and Remedies.**

The parties hereto may in law or in equity enforce or compel the performance of this Agreement and shall otherwise have all remedies provided by applicable United States of America, State of Illinois, and local laws, ordinances, rules, and regulations, except that neither the Municipality nor the County shall seek or recover monetary damages against the other or

any of the other's officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement. Enforcement actions arising from the County Sewer Ordinances or to collect Connection Charges or Sewer User Fees due under this Agreement shall not be actions for monetary damages.

5/13/21 Draft

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written.

VILLAGE OF BUFFALO GROVE

By: _____
Village President

ATTEST:

Village Clerk

COUNTY OF LAKE

By: _____
Chairman, Lake County Board

ATTEST:

County Clerk

Attachment: Lake County_Buffalo Grove Wholesale Sewer Agreement 21-0513 (O-2022-31 : Lake County Sewer Agreement)

EXHIBIT A

Municipal Service Area

EXHIBIT B**Considerations and Principles Relating To Intergovernmental Agreements For Sewer and Amendments To Existing Agreements****1. Background:**

- a. The County is a regional government.
- b. County decisions often have regional effects that should be evaluated.
- c. In addition, as the primary regional government in Lake County, the County has an interest in encouraging intergovernmental cooperation, where possible.

2. Decision-Making Process:

As a regional government, the County must ultimately exercise its legislative discretion in determining what it believes is best for the County and its residents as a whole. Such discretion often requires the County to balance competing interests, and in doing so, the County's decision-making process involves:

- a. Evaluation: To weigh the potential impact decisions will have on other governmental entities, the County should evaluate the impacts upon affected communities. Decisions should be made by giving due consideration to the direct and indirect effects of such decisions, including the totality of the benefits and impacts of the decision on affected governmental entities.
- b. Framework Plan: Decisions should be made with due consideration to the objectives of the County's Framework Plan.

3. Factors to Be Assessed Relating to Sewer Service Decisions:

The County is not a public utility, but it provides certain public services with the goal of enhancing the well-being of all Lake County residents. This goal is ordinarily achieved through the use of regional publicly owned wastewater treatment facilities. In decisions related to sewer service, the County should evaluate both direct and indirect effects from both a policy and practical perspective. The following factors, which are considerations and not strict requirements, include without limitation:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Consistency with the Framework Plan • Consistency with relevant municipal plans • Available and committed capacity of system • Impact on County roads and other services • An applicant's reasons for preferring one solution over another, and reasons for that preference | <ul style="list-style-type: none"> • Impact on other affected public bodies • Fiscal and related benefits • Level of support/opposition to proposal • Specific environmental concerns • Alternative proposals put forth by an applicant or governmental entity |
|---|---|
- a. Trying to coordinate the concerns of affected governments is important to achieving the wise investment of public resources. This is increasingly important as development spreads throughout the County, because the actions of one community are more likely to affect other communities.
 - b. To better ensure that decisions are made based on understandable parameters, sewer service agreements and amendments to such agreements should ordinarily be based on specific limitations on the County's obligations to provide such services. Those limitations should be expressed in terms of capacity and, when appropriate, the nature of the development to be served. In addition, amendments to existing sewer service agreements should ordinarily be considered in the context of specific developments to be served.

- c. Although past practices are important, the considerations and effects of sewer decisions are ever-evolving and cannot be made based on static models of precedent.

Approved by PWT Committee Action on December 2, 2015.

EXHIBIT C

Conditional Expansion Areas

EXHIBIT C-1

Expansion Parameters

EXHIBIT D

Form of Bi-Monthly Invoice Report

Attachment: Lake County_Buffalo Grove Wholesale Sewer Agreement 21-0513 (O-2022-31 : Lake County Sewer Agreement)

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EXHIBIT E

Sewer Use Coefficients

Attachment: Lake County_Buffalo Grove Wholesale Sewer Agreement 21-0513 (O-2022-31 : Lake County Sewer Agreement)

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EXHIBIT F

Financial Statement Categories

[Type here]

EXHIBIT G

Southeast Regional Area (Facilities Planning Area)

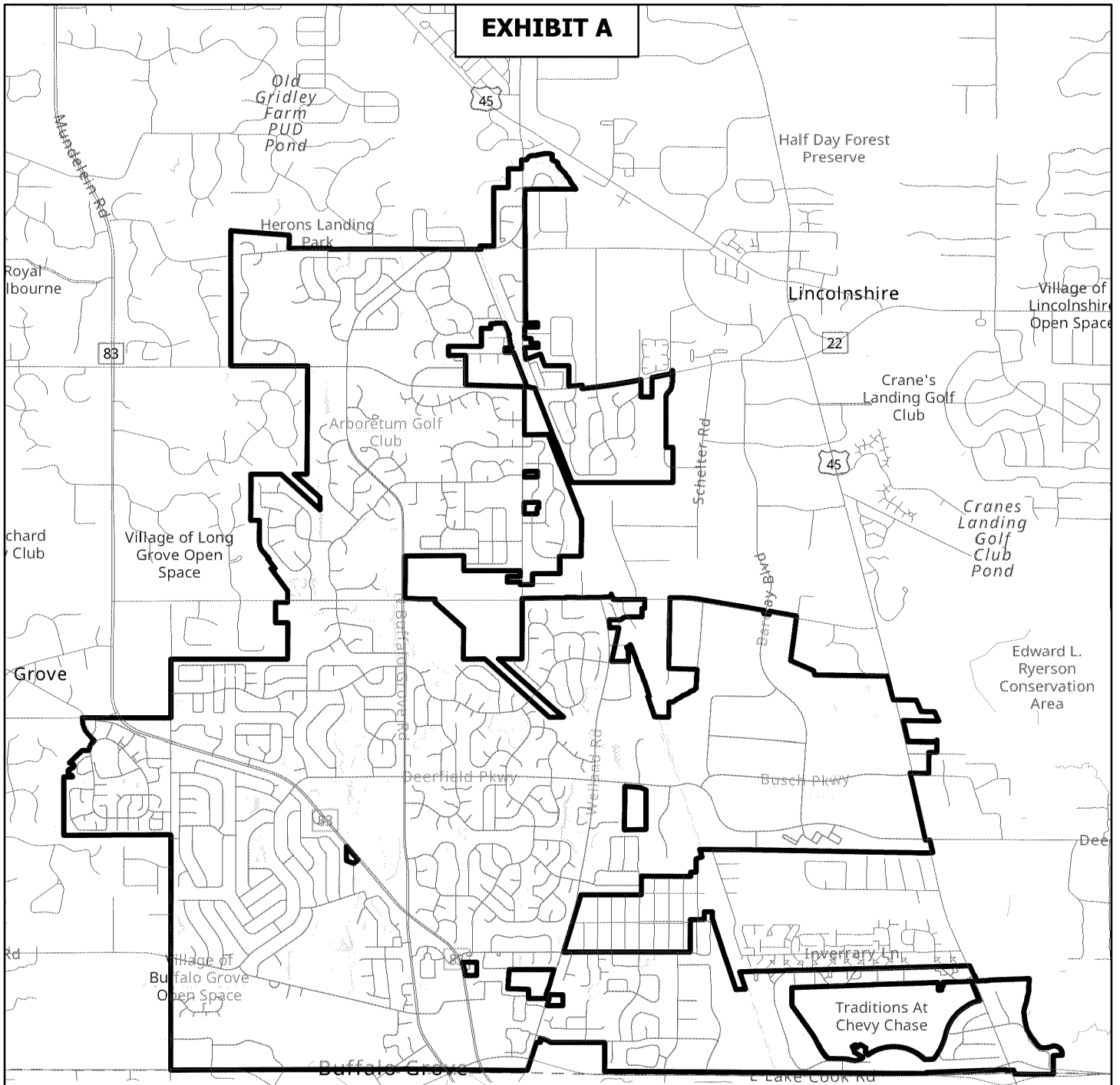
Attachment: Lake County_Buffalo Grove Wholesale Sewer Agreement 21-0513 (O-2022-31 : Lake County Sewer Agreement)

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EXHIBIT H**Requested Amendment Categories**

County Obligations to operate and maintain the County Sewerage System under Section 3.1
Process for waiving Municipality obligations under Section 3.2
Limited right to use other facilities under Section 3.3.A
Expansion request process under Section 3.3.B
Septic system regulations under Section 3.3
Other agreements and Laws under Section 3.4
Permitted extensions and enlargements, standards for extensions or enlargements, County obligations with respect to extension and enlargement, and expansion limitations under Section 4.2.A-D.1
Conditions and limitations under Section 5.1-5.3
Applicable charges and fees under Article VI, except any payment arrangements for existing balances due or fee reimbursements that are specific to a particular Wholesaler.
FPA Amendments under Section 8.1(3)
Legal relationships and requirements in Article X

EXHIBIT A



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

**Municipal Service Area
Village Of Buffalo Grove**



LakeCounty
Department of Public Works

 MUNICIPAL SERVICE AREA



1

Miles

Aug 14, 2019

EXHIBIT B

Considerations and Principles Relating To Intergovernmental Agreements For Sewer and Amendments To Existing Agreements

1. Background:

- a. The County is a regional government.
- b. County decisions often have regional effects that should be evaluated.
- c. In addition, as the primary regional government in Lake County, the County has an interest in encouraging intergovernmental cooperation, where possible.

2. Decision-Making Process:

As a regional government, the County must ultimately exercise its legislative discretion in determining what it believes is best for the County and its residents as a whole. Such discretion often requires the County to balance competing interests, and in doing so, the County's decision-making process involves:

- a. Evaluation: To weigh the potential impact decisions will have on other governmental entities, the County should evaluate the impacts upon affected communities. Decisions should be made by giving due consideration to the direct and indirect effects of such decisions, including the totality of the benefits and impacts of the decision on affected governmental entities.
- b. Framework Plan: Decisions should be made with due consideration to the objectives of the County's Framework Plan.

3. Factors to Be Assessed Relating to Sewer Service Decisions:

The County is not a public utility, but it provides certain public services with the goal of enhancing the well-being of all Lake County residents. This goal is ordinarily achieved through the use of regional publicly owned wastewater treatment facilities. In decisions related to sewer service, the County should evaluate both direct and indirect effects from both a policy and practical perspective. The following factors, which are considerations and not strict requirements, include without limitation:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Consistency with the Framework Plan • Consistency with relevant municipal plans • Available and committed capacity of system • Impact on County roads and other services • An applicant's reasons for preferring one solution over another, and reasons for that preference | <ul style="list-style-type: none"> • Impact on other affected public bodies • Fiscal and related benefits • Level of support/opposition to proposal • Specific environmental concerns • Alternative proposals put forth by an applicant or governmental entity |
|---|---|
- a. Trying to coordinate the concerns of affected governments is important to achieving the wise investment of public resources. This is increasingly important as development spreads throughout the County, because the actions of one community are more likely to affect other communities.
 - b. To better ensure that decisions are made based on understandable parameters, sewer service agreements and amendments to such agreements should ordinarily

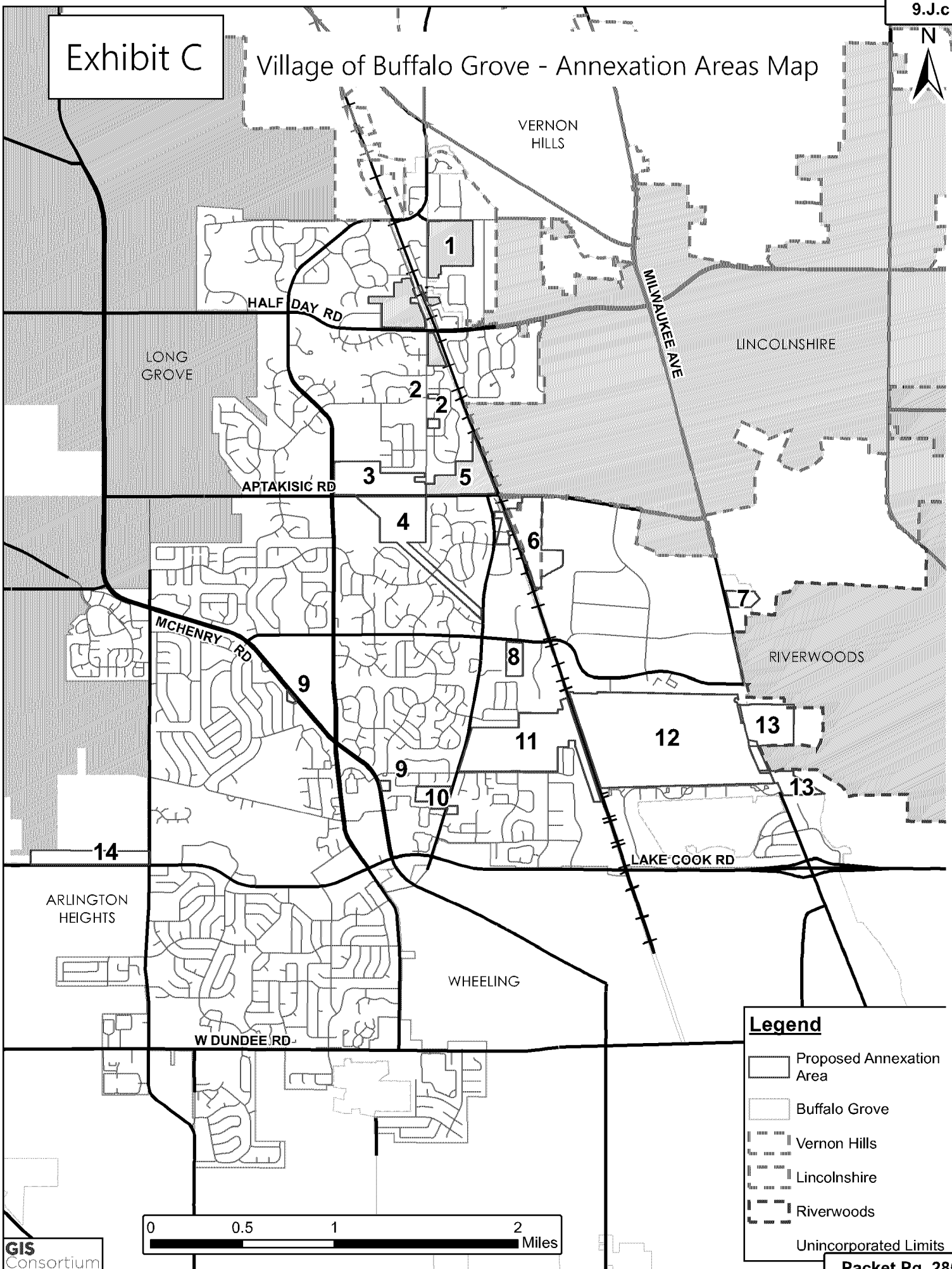
be based on specific limitations on the County's obligations to provide such services. Those limitations should be expressed in terms of capacity and, when appropriate, the nature of the development to be served. In addition, amendments to existing sewer service agreements should ordinarily be considered in the context of specific developments to be served.

- c. Although past practices are important, the considerations and effects of sewer decisions are ever evolving and cannot be made based on static models of precedent.

Approved by PWT Committee Action on December 2, 2015.

Exhibit C

Village of Buffalo Grove - Annexation Areas Map



Population Equivalent Calculations for Future Annexation Areas - Village of Buffalo Grove

Area No.	Title	Total Acreage	Residential Acreage	Multi-Family Units	Townhome/ Rowhome	Single-Family Detached Home	Commercial Acreage	Commercial/ Retail SF	Industrial Acreage	Office SF	PE
Area 1	Prairie View	81.30									1,979.80
	North Subarea				58	73					429.50
	Central Subarea			332	87	15		35,000			1,224.00
	South Subarea			39	64			16,000			326.30
Area 2	Prairie Road Properties	2.88									29.00
			2.88				8				29.00
Area 3	North Side Aptakisic Road Properties (Didier Farms)	48.89									595.00
			38.89	50	120		10.00	80,000			595.00
Area 4	South Side of Aptakisic Road	60.48									950.40
			54.48		217	54	6.00	48,000			950.40
Area 5	Prairie / Weiland Connector	34.20									563.20
	Commercial						3.00	24,000			55.20
	Central and Eastern Residential		20.36		81						313.00
	Western Cluster Townhomes		10.84		65	20					195.00
Area 6	Industrial Drive / Depot	51.18									440.64
	Small Commercial Portion						3.00	24,000			55.20
	Industrial								48.18		385.44
Area 7	Northern Milwaukee Avenue Properties	4.00									18.40
	Western Commercial						4.00	8,000			18.40
Area 8	Concrete Erectors Property	10.77									86.16
	Concrete Erectors Property								10.77		86.16
Area 9	Route 83 Properties	2.98									51.00
	Route 83 Properties		2.98		17						51.00
Area 10	Schwaben Center	13.51									228.00
	East Residential		2.00			8					21.00
	West Residential		11.51		69						207.00
Area 11	Horatio Gardens Subdivision										
	Horatio Gardens Subdivision										
Area 12	Pekara										
	Pekara										
Area 13	Southern Milwaukee Avenue Properties	62.89									1,602.00
			32.89	300	100		30.00	240,000			1,602.00
Area 14	NW Corner Lake Cook Road and Arlington Heights R	34.54					34.54	276,320			635.54
Total (Areas 1-10 and 13-14)		407.62	176.83	721.00	878.00	176.00	90.54	751320.00	58.95	0.00	7179.14

EXHIBIT D

LAKE COUNTY: SEWER USAGE & FEE SUMMARY REPORT

Village or Agency :											
Invoice Date:	Billing Period:		to		Amount Paid:	Usage (in 1000 GL)				Check #:	
		Number of Accounts				Water		Sewer Usage			
Type	Service Area	Previous		New Additions		Current Total		Irrigation	Non-Irrigation	County Sewer Rate	Extension Amount due Lake County
		Accts	RCE	Accts	RCE	Accts	RCE				
Residential		-	-	-	-	-	-	-	-	\$	\$
Commercial		-	-	-	-	-	-	-	-	\$	\$
Industrial		-	-	-	-	-	-	-	-	\$	\$
Adjustments		-	-	-	-	-	-	-	-	\$	\$
Other											
Report prepared by:		Total:		-	-	Total:		-	-	\$	-
Phone:		Lake County Public Works, Attn: Finance Manager									
Date:		650 West Winchester Road									
		Libertyville IL 60048-1391									
Account:	Vendor No.:	Phone: 847-377-7500									
Description:	Amount:	\$	-	Fax: 847-984-5560							
Sign-Off:	Finance Director Review:		Email: pwfinancedivision@lakecountyil.gov								

Supporting Documentation Checklist (indicate attachment of the following):

Billing Register (final / totals page)
Adjustment data - Log / Report(s), Form(s)
Credit Log (including summary of summer sewer credit issued)
New Connections Summary (including new additions to and deletions from the customer list)
RCE calculation spreadsheet (containing all commercial accounts and the corresponding RCE calculation)

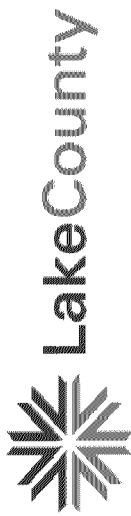


EXHIBIT E

Schedule of Sewer Use Coefficients

Use	Lake County Public Works	
	Coef	GPD per
Auto Dealer	0.14	square ft
Bank	0.1	square ft
Barber Shop	54.6	barber chair
Beauty Shop	250	wash station
Bowling Alley	133	alley
Bus/Rail Depot	3.33	square ft
Car Washes	3600	Car wash stall
Churches	5	seat
College Resid.	100	student
Dialysis Center	280	station
Drive-In Movies	5	car stall
Drive-In Restaurant	100	car stall
Elder Care Institution 1 bedroom	200	unit
Elder Care Institution 2 bedroom	250	unit
Elder Care Nursing Home	125	bed
Firehouse	250	firehouse
Fleet Service Garage, no retail gasoline sales, no washes	0.1	square ft
Fraternal Org, Elk Club etc	0.3	square ft
Golf-Swim Clubs	0.3	square ft
Grocery	0.1	square ft
Health Club, YMCA	0.3	square foot
Hospitals	250	bed
Hotels/ Motels	0.256	square ft
Jail & Prison	133	person
Laundromats	175	washing machine
Laundry/ Dry Cleaner	0.253	square ft
Medical Offices Dentist/Doctor	0.3	square ft
Medical Offices General	0.1	square ft
Motels - Extended Stay	0.256	square ft
Motels - Extended Stay - 2 BR,3BR	250	unit
Nail Salon	120	pedicure station
General Entertainment	1.33	occupant
Office, Large >10,000 sf	0.1	sf +mech @.03 +25/café seat
Office, Small	0.1	square ft
Restaurant bar seats	15	seat
Restaurant w/dinnerware	25	seat
Restaurant w/o dinnerware	15	seat

Restaurant, outside seats, dinnerware	10.4	seat
Restaurant, outside seats, w/o dinnerware	6.25	seat
Fast Food Restaurant, large Chain	2000	unit
Fast Food Restaurant, small chain	625	unit
Retail space <=100,000 sf	0.1	square ft
Retail space >100,000 sf	0.05	square ft
School - Elem	3.83	student
School - High	8.02	student
Gas Station Gas/Food w/o car wash	0.2	inside square foot
Self Storage Facility	250	facility
Strip Mall	0.2	square ft
Swimming Pool, Private	2.5	person
Theaters	3.33	seat
Warehouse	0.025	square ft

EXHIBIT F**Financial Statement Categories****OPERATING REVENUES**

Wholesale sewer charges

TOTAL REVENUES**OPERATING EXPENSES**

Personnel services

Salaries and wages

Pension- IMRF and social security

Total personnel services

Commodities

Office supplies and maintenance

Housekeeping supplies

Gasoline

Building and ground supplies

Operational supplies

Chemical supplies

Uniform

Medical supplies

Non capital equipment and Improvements

Miscellaneous

Total commodities

Contractual

Insurance

Employees' life, health and dental

Unemployment and worker's compensation

Miscellaneous benefits

Gas (utility)

Electricity

Telephone and telemetry

Wholesale sewerage treatment

Vehicle maintenance

Buildings and equipment maintenance

Equipment rental

Disposal service

Miscellaneous

Total contractual

Total operating expenses

Operating income-excluding depreciation

NON-OPERATING EXPENSES

Interest expense

Amortization of bond issuance costs

Total non-operating expenses

Income before contributions, transfers, and other items

ADJUSTMENTS

Capital contributions- connection fees

Capital expenditures

Forecasted annual improvement costs

NET INCREASE OR (DECREASE) TO RESERVE FUND

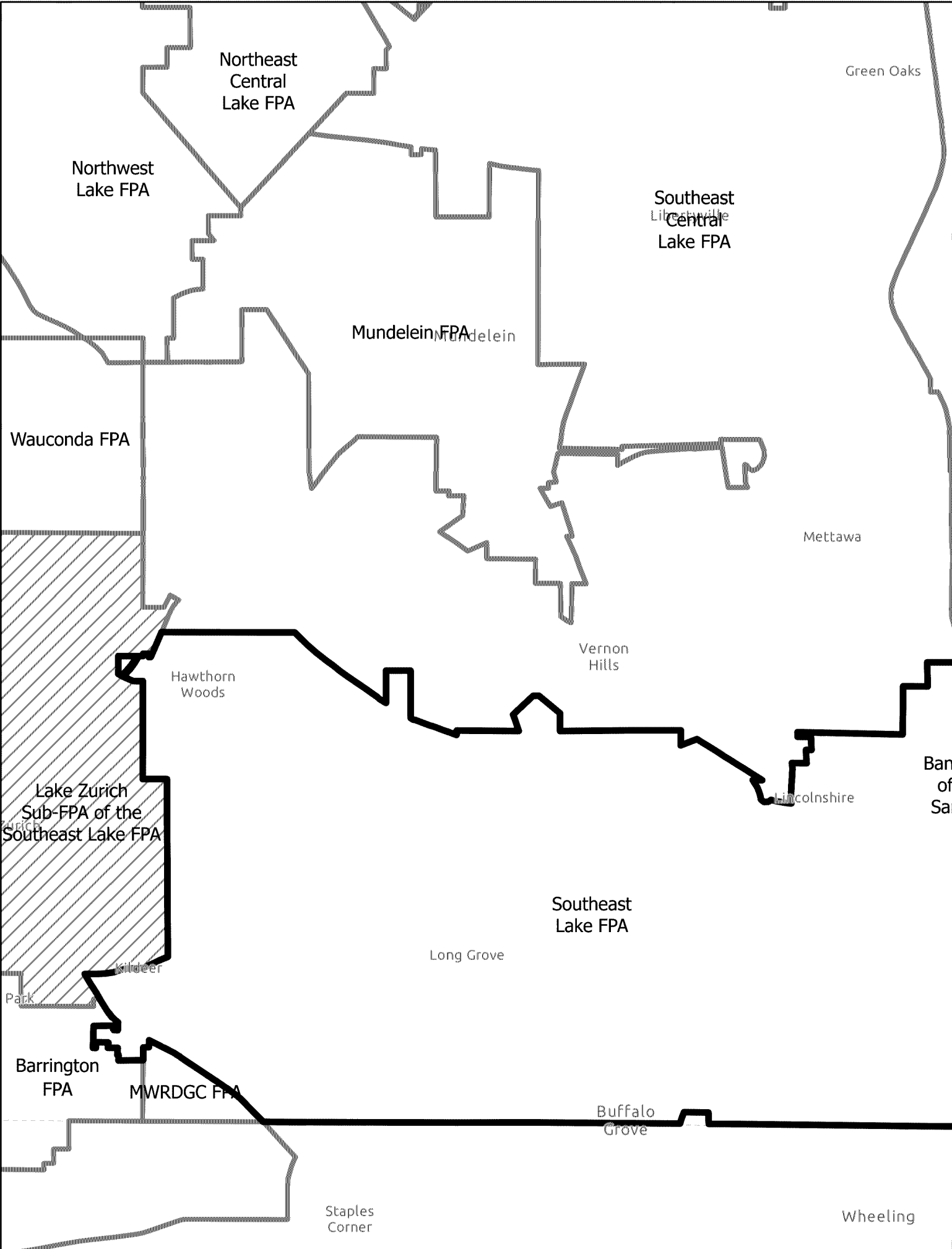


EXHIBIT H**Requested Amendment Categories**

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Process for waiving Municipality obligations under Section 3.2
Limited right to use other facilities under Section 3.3.A
Expansion request process under Section 3.3.B
Septic system regulations under Section 3.3
Other agreements and Laws under Section 3.4
Permitted extensions and enlargements, standards for extensions or enlargements, County obligations with respect to extension and enlargement, and expansion limitations under Section 4.2.A-D.1
Conditions and limitations under Section 5.1-5.3
Applicable charges and fees under Article VI, except any payment arrangements for existing balances due or fee reimbursements that are specific to a particular Wholesaler.
FPA Amendments under Section 8.1(3)
Legal relationships and requirements in Article X

ORDINANCE 2022 - ____

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENT AGREEMENT WITH
THE COUNTY OF LAKE FOR A SANITARY SEWER AGREEMENT**

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 an intergovernmental agreement with the County of Lake for the purposes of a Sanitary Sewer Agreement.

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

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

SECTION 2. The Village Manager is authorized to enter into an Intergovernmental Agreement with the County of Lake for the purposes of a Sanitary Sewer Agreement, subject to the review and approval of the Village Attorney.

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

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

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2022
APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Lake County Sewer Agreement Ordinance (O-2022-31 : Lake County Sewer Agreement)



Ordinance No. O-2022-32 : Ordinance Authorizing Execution of a Termination Agreement to the Water Analytics Pilot Programs Services Agreement

Recommendation of Action

Staff recommends that the Village Manager be authorized to enter into a termination agreement with Aquify, pending final review by the Village Attorney.

On January 20, 2022, Aquify provided notification that operational changes within Exelon, their parent company, have led to the decision to cease water utility support services. The village had negotiated termination language in the original agreement, and will be receiving \$150,000 in termination fees, covering all costs of the pilot program. In addition, the village will receive full ownership rights to the sensor network currently installed in the water system, for future use by the village. Both the termination agreement and the bill of sale are subject to final review by the Village Attorney. Staff seeks authorization for the Village Manager to execute these agreements.

ATTACHMENTS:

- 2022-0222 Aquify Termination Memo (DOCX)
- Aquify termination notice Buffalo Grove final - executed(PDF)
- LEGAL-#5311015-v2-Bufferalo_Grove_Termination_Agreement (DOCX)
- 2022-0222 SMART Water Termination Amendment Ordinance (DOCX)

Trustee Liaison
Stein

Staff Contact
Michael K Skibbe, Public Works

Tuesday, February 22, 2022



MEMORANDUM

TO: Dane Bragg, Village Manager

FROM: Mike Skibbe, Deputy Village Manager/Director of Public Works

DATE: February 22, 2022

RE: Termination of Smart Water Pilot Program with Aquify

Buffalo Grove has been operating under a public-private partnership agreement with Aquify related to a Smart Water Pilot Program. The concept was presented at the June 3, 2019 Committee of the Whole meeting and the Village Board directed staff to enter into an agreement with Exelorate Enterprises, LLC, a subsidiary of Exelon now doing business under the name "Aquify", in June of 2019. The original program cost was structured over five years, with a total cost of \$230,500. To date, the Village has paid \$130,568 to Aquify direct and \$143,568 in total for a complete and working system.

Aquify provided the Village a termination notice on January 20, 2022 that they were ceasing operations due to recent organizational changes within Exelon (attached). The effective date of termination will be February 28, 2022.

The village included termination language in the original agreement, including a \$150,000 termination fee. The village is due this fee from Aquify. Aquify has also offered to sign over title to the sensor network that is currently deployed in the village's water system. A termination agreement, including a bill of sale for the sensors, has been negotiated.

The village will be more than whole after the termination. Staff is exploring paths to use the data to continue to support our water system in the future, as the technology has a place. Aquify no longer fits in the Exelon corporate structure, but the technology remains the future of smart utility networks.

Staff recommends approval of the termination agreement pending final review by the Village Attorney.

Attachment: 2022-0222 Aquify Termination Memo (O-2022-32 : Aquify Termination Agreement)

January 20, 2022

Sent via E-mail: dbragg@vbg.org

Mr. Dane Bragg
Village Manager
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Re: Water Analytics Pilot Program Services Agreement between Exelorate Enterprises, LLC (d/b/a Aquify) ("Aquify") and the Village of Buffalo Grove, Illinois (the "Village") dated June 24, 2019 (as amended to date and from time to time, the "Agreement").

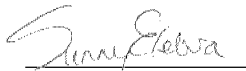
Dear Mr. Bragg:

Due to recent organizational changes within Exelon, Aquify will be ceasing operations as of February 28, 2022 and therefore the Agreement and all related services and software licenses are hereby terminated effective February 28, 2022. This letter is intended to serve as written notice of termination to the Village without cause pursuant to Section 6.1 of the Agreement.

Any notices to be sent to Aquify under the Agreement should hereafter be sent to me at Sunny.Elebua@exeloncorp.com, with a copy to Pat Graves at pat.graves@exeloncorp.com.

We appreciate the opportunity to have worked with you and are committed to making this process as smooth and efficient as possible.

Sincerely,



Sunny Elebua
Chief Strategy & Sustainability Officer

TERMINATION AGREEMENT

This TERMINATION AGREEMENT (this “Agreement”) is made and entered into as of February ___, 2022, by and among Exelorate Enterprises, LLC d/b/a Aquify (the “Aquify”) and the Village of Buffalo Grove (the “Village”).

WHEREAS, Aquify and the Village are parties to that certain Water Analytics Services Agreement dated June 24, 2019 (as amended to date and from time to time, the “Services Agreement”);

WHEREAS, due to recent organizational changes, Aquify will be ceasing operations as of February 28, 2022 and has delivered notice of termination of the Services Agreement and all related services and software licenses effective February 28, 2022;

WHEREAS, Aquify and the Village desire to settle and release any claims that may be existing under the Services Agreement and execute this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the consideration described below, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Capitalized terms used but not defined herein shall have the respective meanings set forth in the Services Agreement.

2. The Parties hereby agree that the Services Agreement is terminated effective February 28, 2020 (the “Effective Date”), and this Agreement represents a full and complete settlement between the Parties hereto. The Parties have no obligation to make any payment or do any other act relating to the Agreement other than as set forth herein.

(a) Aquify will generally support the Village in its efforts to self-perform or transition the services provided by Aquify to a third-party, which may include the transfer of data from the Sensors, attending meetings with third parties designated by the Village, or other support activities. These support activities shall be as agreed by Aquify and may be modified, amended or terminated from time to time in Aquify’s sole discretion. Any support services to be provided by Aquify shall be as is, where is, with no warranty of any kind, express or implied.

(b) Aquify pay the sum of \$150,000 as a termination fee under the Service Agreement, and shall transfer ownership of the sixteen sensor assemblies, described as (i) four (4) Trimble Ru-35 Remote Telemetry Units, FlowTronic Torpee Mag Insertion Flow Meters, and Trimble PT-DSU Pressure Transducers, (ii) two (2) Trimble Ru-32ima Remote Telemetry Units, Trimble IFM32 Insertion Flow Meters, and Trimble PT-DS Pressure Transducers, and (iii) ten (10) Martinek WLM Connection Boxes and Martinek WLM Sensors (collectively, the “Sensors”) deployed in the Village’s water system pursuant to a bill of sale in the form attached hereto as Exhibit A (the “Bill of Sale”) on the Effective Date.

(c) The Village on behalf of itself, any person or entity claiming through it, including any and all beneficiaries to the aforementioned Services Agreement, their present and former agents, principals, executors, predecessors, successors and assigns (hereinafter “Village Releasors”) voluntarily and knowingly, forever, fully, finally and completely, waive, release, relinquish, remise, acquit and discharge, effective as of the Effective Date, Aquify including its parent and affiliated entities, their directors, officers, members, managers, employees, partners, agents and representatives of any of the foregoing, and the predecessors, successors and assigns of any of the foregoing (the “Aquify Released Parties”), and each of them, from any and all claims, counterclaims, cross-claims, charges, demands, costs, expenses, sums of money, actions, causes of action, suits, obligations, debts, liens, contracts, agreements, losses, damages, judgments and liabilities of any kind or nature whatsoever, whether known or unknown, absolute or contingent, accrued or unaccrued, due or to become due, liquidated or unliquidated, whether in contract, tort, or otherwise, arising from statute or common law (collectively, “Liabilities”), which the Village ever had or claimed to have had, now has or claims to have, or hereafter can, shall or may have or claim to have for, upon, or by reason of, arising out of or in connection with or relating in any way to the Services Agreement. The parties to this Agreement intend for the release provided in this Section 4(a) to be a general release construed in the broadest possible manner and to the maximum extent permitted by law.

(d) Aquify on behalf of itself, any person or entity claiming through it, including any and all beneficiaries to the aforementioned Services Agreement, their present and former agents, principals, executors, predecessors, successors and assigns (hereinafter “Aquify Releasors”) voluntarily and knowingly, forever, fully, finally and completely, waive, release, relinquish, remise, acquit and discharge, effective as of the Effective Date, the Village including its affiliated entities, their directors, officers, members, managers, employees, partners, agents and representatives of any of the foregoing, and the predecessors, successors and assigns of any of the foregoing (the “Village Released Parties”), and each of them, from any and all Liabilities which Aquify ever had or claimed to have had, now has or claims to have, or hereafter can, shall or may have or claim to have for, upon, or by reason of, arising out of or in connection with or relating in any way to the Services Agreement. The parties to this Agreement intend for the release provided in this Section 4(b) to be a general release construed in the broadest possible manner and to the maximum extent permitted by law.

3. The Parties hereto, in addition to the Village Releasors and Aquify Releasors (the “Releasors”) further understand and agree that this Agreement and the terms of any settlement and the amount thereof are to be kept **strictly confidential** and are not to be disclosed directly or indirectly to any person, organization, entity, or source including any third parties, credit bureaus, customers, the media, including any newspapers, magazines, radio or television, the internet, or websites. These confidentiality conditions will not be applicable or enforceable to the extent that 1) disclosure of this Agreement is required by court, Freedom of Information Act, or public service commission order or subpoena or is required to be admitted into evidence or viewed by any tribunal, judge, or arbitrator, to the extent necessary to effectuate its purpose, including the purpose of avoiding the necessity of the Parties herein from participating in any hearing or trial or otherwise as required by law; or 2) the Releasors are communicating information to their tax, financial and legal advisors, solely for tax, financial and legal purposes. Failure to comply in full with this confidentiality provision by the Releasors shall be a material breach of contract.

4. Each of Aquify and the Village hereby represents and warrants to each other that (i) it has all requisite power and authority to execute and deliver this Agreement, which does not violate any agreement or restrictions which is it subject to, (ii) it is the sole legal and equitable owner and holder of all Liabilities which are purported to be released by it pursuant to Section 2, and (ii) it has not assigned or transferred any portion of any such Liabilities to any other person or entity, and no person or other entity has any lien, claim, right, title or interest in or to any such Liabilities.

5. The Releasors and the Released Parties further declare and represent that no promise or agreement not herein expressed has been made, and that this Agreement contains the entire agreement among the parties hereto, and that the terms hereof are contractual and not a mere recital. The parties shall cooperate full and execute any supplementary documents and take such further actions as the requesting party may reasonably request or as otherwise may be necessary to evidence and carry out more effectively the transactions contemplated by this Agreement.

6. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Illinois, including matters of formation, interpretation, construction, validity, performance and enforcement. If any provision (or part thereof) of this Agreement is determined to be void, invalid or unenforceable by a court of competent jurisdiction, such finding shall not otherwise affect the validity or enforceability of any other provision of this Agreement, and such prohibition shall not invalidate the remainder of such provision or the other provisions of this Agreement.

7. This Agreement may be executed in counterparts and may be delivered by electronic mail, PDF or other method and any counterpart delivered shall be deemed to be valid and effective for all purposes. This Agreement may not be assigned by any party, in whole or in part, directly or indirectly (including by operation of law), without the prior written consent of each other party.

8. The parties hereto jointly participated in the negotiation and drafting of this Agreement, and no presumption or other rule of construction against the party preparing this Agreement will be applied against any party hereto. The Releasors represent that prior to signing this Agreement, they have consulted an attorney and have read and understand the terms and conditions set forth herein; this Agreement and the terms hereof are fully understood and voluntarily accepted by the Releasors. As used in this Agreement, the term "including" shall be deemed to mean "including without limitation." Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived by any other party to which such compliance is owed. No waiver of any provision of this Agreement or of any breach of this Agreement, whether or not recurring, shall be deemed or shall constitute a waiver of the subsequent enforcement of any provision or breach of this Agreement, a waiver of any other provision, whether or not similar, or a continuing waiver.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Termination Agreement to be duly executed and delivered by its authorized representative as of the date first written above.

AQUIFY:

Name: _____

Title: _____

VILLAGE:

Name: _____

Title: _____

Attachment: LEGAL-#5311015-v2-Buffalo_Grove_Termination_Agreement (O-2022-32 : Aquify Termination Agreement)

Exhibit A

THIS BILL OF SALE (the “Bill of Sale”) is entered into as of _____, 2022 by Exelorate Enterprises, LLC d/b/a Aquify (“Assignor”) and the Village of Buffalo Grove (“Assignee”).

WHEREAS, the parties hereto have entered into that certain Termination Agreement dated as of [insert] (the “Agreement”) pursuant to which the Assignor is transferring, and the Assignee is acquiring Assignor’s right, title and interest in and to the Sensors as defined in the Agreement; and

WHEREAS, to effectuate the transfer of the Sensors, Assignor and Assignee are executing and delivering this Bill of Sale.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignment. Effective as of the date hereof and subject to the terms and conditions of this Bill of Sale and the Agreement, Assignor hereby sells, assigns, transfers and delivers all of its rights, title and interest in and to the Sensors in accordance with the terms of the Agreement.

2. Representation and Warranty. Assignor hereby represents and warrants (a) that it has good title to the Sensors, which are free and clear from all liens and encumbrances, and it is the true and lawful owner of the Sensors, and (b) that all taxes and other amounts to governmental authorities, which if unpaid could give rise to a lien against the Sensors, have been paid.

3. Assumption. Effective as of the date hereof and subject to Paragraph 2 hereof and the terms and conditions of this Bill of Sale and the Agreement, Assignee accepts the foregoing sale, assignment, transfer and delivery of the Sensors on an “AS IS, WHERE IS” AND “WITH ALL FAULTS” CONDITION AND BASIS, and acknowledges that the Sensors have been transferred hereunder without any representation or warranty by Assignor whatsoever and, to the extent permitted by applicable law, Assignee expressly disclaims any representation or warranty implied by law.

3. Miscellaneous. This Bill of Sale shall be governed by and construed in accordance with the laws of Illinois, and may only be amended with the written consent of all of the Parties. This Bill of Sale together with the Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter hereof. Every provision of this Bill of Sale is intended to be severable. This Bill of Sale may be executed in one or more counterparts, including via electronic mail (in PDF format) each of which shall be deemed to be an original copy of this Bill of Sale, and when taken together shall be deemed to constitute one agreement.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Bill of Sale as of the date first set forth above.

ASSIGNOR: Exelorate Enterprises, LLC

ASSIGNEE: Village of Buffalo Grove

Name:
Title:

Name:
Title:

Attachment: LEGAL-#5311015-v2-Buffalo_Grove_Termination_Agreement (O-2022-32 : Aquify Termination Agreement)

ORDINANCE 2022-_____

AN ORDINANCE AUTHORIZING EXECUTION OF A TERMINATION AGREEMENT TO THE WATER ANALYTICS PILOT PROGRAMS SERVICES AGREEMENT

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

WHEREAS, the Village entered in an Agreement with Exelorate Enterprises LLC., d/b/a "Aquify" for the continuous monitoring and analysis of the Village's water distribution system; and

WHEREAS, Aquify has provided a termination notice to the Village, and seeks to enter into a termination agreement to set forth terms and conditions.

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

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

SECTION 2. The Village Manager is authorized to execute a termination amendment and execute a bill of sale with Exelorate Enterprises LLC, 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: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: 2022-0222 SMART Water Termination Amendment Ordinance (O-2022-32 : Aquify Termination Agreement)



Ordinance No. O-2022-33 : Ordinance Allowing an Existing Driveway to Exceed the Maximum Coverage at 811 Summer Ct.

Recommendation of Action

The Planning & Zoning Commission unanimously recommended denial of this variation. Staff concurs with this recommendation.

The petitioner, Ornis Mala recently expanded his driveway on the south without applying for a permit. The driveway expansion exceeds the required 40% front yard coverage. The Planning & Zoning Commission unanimously recommended denial of the variation.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit A. Plan Set (PDF)
- Exhibit B. PZC Minutes 12.01.21 & 1.19.22 (PDF)

Trustee Liaison
Pike

Staff Contact
Nicole Woods, Community Development

Tuesday, February 22, 2022

VILLAGE OF BUFFALO GROVE



DATE: February 17, 2022

TO: President Beverly Sussman and Trustees

FROM: Nicole Woods, Director of Community Development

SUBJECT: Recommendation of denial of the driveway to exceed the maximum forty percent (40%) front yard coverage at 811 Summer Ct.

PROJECT BACKGROUND

The petitioner, Ornis Mala recently expanded his driveway on the south without applying for a permit, and after receiving a stop work order notice from the Village.

The Petitioner applied for a permit and a variance after the driveway expansion work was completed. The existing driveway expansion exceeds the required 40% front yard coverage. As a result, a variation is required. As part of staff's review, it was also determined that the existing driveway expansion does not comply with the drainage pattern. Since then, the Petitioner has worked with the Village Staff



and agreed to regrade and/or remove a small portion of the driveway to address the drainage issues, pending the outcome of their variation request.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC unanimously recommended denial of the variation for a new driveway and walkway to exceed the front yard coverage. The PZC found that the petitioner did not meet the standards for a variation.

Staff concurs with this recommendation.

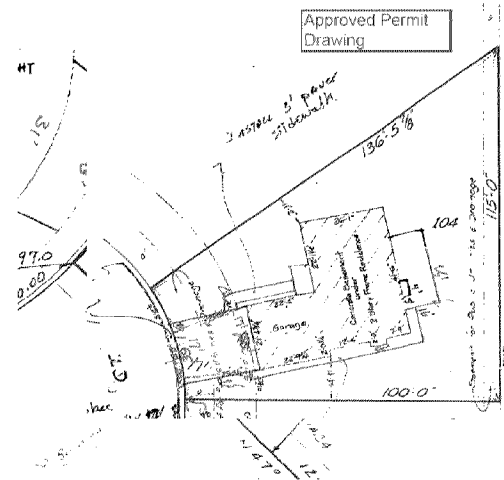
PUBLIC HEARING COMMENTS

There were no public comments during the public hearing.

PLANNING & ZONING ANALYSIS

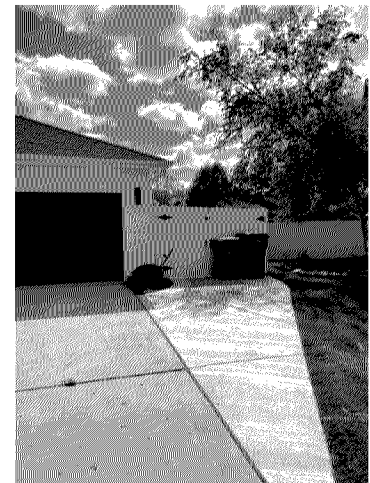
History of Events

- On June 14, 2021, a stop work order notice was given to the Petitioner at 811 Summer Ct after receiving a complaint. When this stop work order was delivered, the concrete was not poured on the existing driveway expansion.
- Subsequent to the stop work order, the Petitioner applied for permit and at that time, it was determined that a variation was required to exceed the 40% front yard coverage.
- At some point after the stop work order was issued, the petitioner also poured and completed the driveway expansion without authorization. Based on this work occurring without staff approval, it was also determined that the improvements did not meet the Village's drainage requirements.



Summary of the Project

- The existing driveway expansion has been extended on the south portion of driveway. Pursuant to the Zoning Ordinance, the maximum permitted front yard coverage must be 40%, the property is allowed up to approximately 804 square feet of impervious coverage for their driveway and walkways.
- The existing driveway expansion on the south of the driveway measures 60 square feet in total.
- The total impervious surface in the front yard measures 45.12%. The total impervious surface exceeds the permissible 40% front yard coverage by 5.12%.
- The approximate area of the driveway on the drainage easement, which requires the grade changes is 25 square feet. Even if this portion of the driveway is removed, a variance is still required as the impervious surface will still exceed 40%.
- In the petitioner's response to standards, the petitioner claims that the unique circumstances for this variation is that the fence door opening requires ground support.
- After a site inspection was conducted, staff found that the fence on the subject property is a 6' tall fence, which is not a permitted fence. The Petitioner has indicated that he will reduce the extension of the new fence to 5' tall.



Public Hearing

- A public hearing was held on December 1, 2021. Several key factors were discussed during the public hearing:
 - Front lot coverage.** The petitioner was before the PZC to seek a variance regarding front lot coverage. Before the driveway expansion was added on, the driveway was already at or near the maximum coverage of 40%.
 - Engineering/Grading.** Should the driveway expansion be approved, the grading will need to be modified to comply with engineering standards. The petitioner cannot seek a variance for this standard. The petitioner has agreed to repour the driveway to meet the grading requirement should the variation be approved. In doing so, the petitioner is

requesting to keep the surface area of the driveway and the expansion as it was poured. Hence, a variation for front lot coverage is still required.

- c. **Lighting.** During the public hearing, the petitioner shared a picture of the driveway. The picture included lighting elements along the driveway. Since that time, staff has inspected the lighting elements and identified it as a low voltage lighting system. Staff will review and note this lighting system upon driveway inspection and ensure it has proper GFI protection.
 - d. **Permits.** Staff did run a history report on the property. Besides the subject retroactive driveway permit, no permits have been sought for this property since the property owner purchased the property in 2018.
- During the PZC meeting held on January 19, 2022, the PZC commissioners unanimously recommended denial of the driveway expansion which exceeded the front yard coverage as it is inconsistent with the variation standards set forth in the Code.

RECOMMENDATION

Staff recommends that the Village Board deny an Ordinance granting the variation for a new driveway and walkway to have a maximum of 45.12% front yard coverage. Should the variation be denied, the petitioner will be required to remove the expansion and restore the proper grading. In the event the Village Board grants the variation, a draft Ordinance has been included in the packet.

ORDINANCE NO. 2022 - ____

**AN ORDINANCE APPROVING A VARIATION TO THE VILLAGE ZONING ORDINANCE FOR THE
PROPERTY AT 811 SUMMER CT**

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

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

WHEREAS, the petitioner, owner of the Property, recently expanded their existing driveway without a permit from the Village of Buffalo Grove; and,

WHEREAS, an inspection found the expanded driveway to exceed maximum front yard coverage, resulting in the need for a variation for front yard coverage; and,

WHEREAS, the petitioner has requested a variation to expand their driveway in accordance to the documents and information submitted pursuant to Exhibit A; and,

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on December 1, 2021, which was then continued to January 19, 2022 concerning the petition for a variation to Section 17.36.030 of the Village of Buffalo Grove Zoning Ordinance for a driveway to exceed the maximum forty percent (40%) front yard coverage; and,

WHEREAS, the Planning & Zoning Commission determined that the testimony, as identified in the minutes from both meetings, attached as Exhibit B and presented by the petitioner's Attorney at the public hearing, demonstrated that the requested variations did not meet the standards for a variation; and,

WHEREAS, the Plan Commission voted 7 to 0 to recommend denial of the requested variation of the Village Zoning Ordinance to allow a yard coverage.

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

Section 1. The preceding whereas clauses are hereby incorporated herein.

Section 2. The Corporate Authorities hereby grant a variation to Section 17.36.030 of the Zoning Ordinance to allow for a driveway expansion, subject to the plans shown on Exhibit B and that the petitioner shall revise the grading in a manner acceptable to the Village.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman, Village President

EXHIBIT B - Plan Set

**811 Summer Court
Buffalo Grove, IL**

Attachment: Ordinance (O-2022-33 : Ordinance Allowing an Existing Driveway to Exceed the Maximum Coverage at 811 Summer Ct)

**EXHIBIT C – Minutes from the December 1, 2021 and January 19, 2022
Planning & Zoning Commission Meetings**

**811 Summer Court
Buffalo Grove, IL**

Attachment: Ordinance (O-2022-33 : Ordinance Allowing an Existing Driveway to Exceed the Maximum Coverage at 811 Summer Ct)



PETER ALAN WASEM, ESQ.

PETER ALAN WASEM P.C. - ATTORNEY AT LAW
330 E. MAIN STREET – 3rd FLOOR - P. O. BOX 3372 BARRINGTON ILLINOIS 60010
Tel: 847.381.4430 - Fax: 847.381.4409 - Email: peteralanwasem@gmail.com

Tuesday, January 4, 2022

Ms. Rati Akash
 Village Planner
 Community Development
 Village of Buffalo Grove
 50 Raupp Boulevard
 Buffalo Grove, IL 60089

Regarding: 811 Summer Court

Dear Ms. Akash:

I submit this correspondence In anticipation of the continued hearing on the variance request of my client Mr. Mala, which hearing is set for January 19, 2022, at 7:00 p.m.

This will confirm that my client as agreed to remove and re-pour part of the concrete to meet the grading requirements of the Village and in accordance with the engineer's recommendations. I ask that you submit as part of the hearing materials the engineer's recommendations. along with any notes or documents that memorialize engineer's my clients discussions.

Further, I am attaching hereto a picture of the extension showing certain dimensions which should further provide clarity to the proposed reconfiguration of the extension to the driveway. Finally, attached is a copy of the Plat of Survey, showing zoning approval in 1994.

If I can be of further assistance or if you need anything else, please feel free to contact me directly.

Cordially,

Peter Alan Wasem

By: _____

Peter Alan Wasem, Esq.

File No.21-4616-001

Cc: Mr. Ornis Mala

Mr. Nicholas D. Standford

Thursday, November 4, 2021

Ms. Rati Akash
Village Planner
Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Regarding: 811 Summer Court

If I can be of further assistance, please feel free to contact me directly.

Peter Alan Wasem

By: _____

Peter Alan Wasem, Esq.

File No.21-4616-001

Cc: Mr. Ornis Mala

Mr. Nicholas D. Standford

From: Ornis Mala

Address: 811 Summer Ct, Buffalo Grove IL 60089

To: Planning & Zoning Commission, Village of Buffalo Grove

To Whom It May Concern:

We are trying to add an additional section to the sidewalk, to the right-hand side of the house (looking from the front). The measurements are displayed in the attached file. The reason for this addition is because we have fixed the fence doors three times since we purchased the house in 2018, because the doors hang lue after we open them, and the bottom does not touch the concrete no longer.

Therefore, we had the company that maintains our yard prepare the drawing for us.

If you have any other questions, please let us know!

Sincerely,

Ornis Mala



PETER ALAN WASEM, ESQ.

PETER ALAN WASEM P.C. - ATTORNEY AT LAW
330 E. MAIN STREET – 3rd FLOOR - P. O. BOX 3372 BARRINGTON ILLINOIS 60010
Tel: 847.381.4430 - Fax: 847.381.4409 - Email: peteralanwasem@gmail.com

Thursday, November 4, 2021

Ms. Rati Akash
 Village Planner
 Community Development
 Village of Buffalo Grove
 50 Raupp Boulevard
 Buffalo Grove, IL 60089

Regarding: 811 Summer Court

Dear Ms. Akash:

This correspondence is written to memorialize the action taken by my client Mr. Ornis Mala with respect to the outstanding issues relative to certain outstanding building and zoning matters with the Village of Buffalo Grove.

1. **Maximum Front Yard Coverage**. Under a separate cover I have on behalf of Mr. Mala submitted a revised Response to Standard for the purpose of supplementing his request for variance relief for the addition of concrete in the front yard of his home.

2. **Fence**. Mr. Mala will reduce the height of the new fence to 5 feet in order to comply with existing standards. In addition, I am attaching a copy of an email dated October 18, 2021, from Mr. Preetham Dalvay, Mr. Mala's neighbor, confirming their conversation and memorializing Mr. Dalvay's acceptance of the extension of Mr. Mala's fence (including resolving any encroachment concerns) and Mr. Mala's promise to reduce the height of the new fence extension to 5 feet. A copy of that email is attached for your benefit.

3. **Basketball Court**. Mr. Mala has indicated and renews that statement he made that the dimensions of the basketball court in his backyard are the same as when he acquired fee simple title to the property.

Therefore, Mr. Mala believes he has properly addressed and resolved all pending issues, except with respect to the item 1 above, which is set for hearing on December 1.

Thursday, November 4, 2021

Ms. Rati Akash
Village Planner
Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Regarding: 811 Summer Court

If I can be of further assistance, please feel free to contact me directly.

Peter Alan Wasem

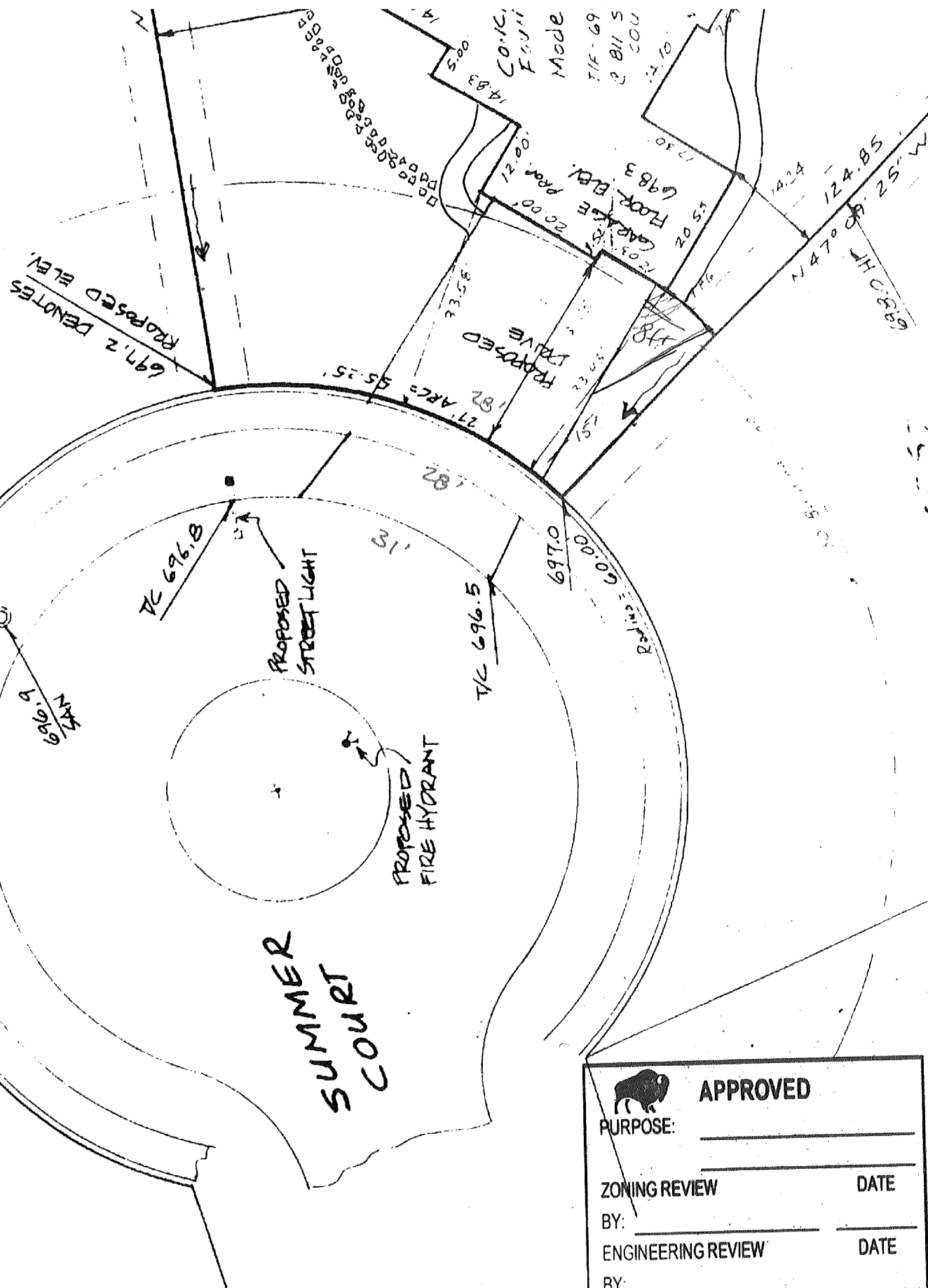
By: _____

Peter Alan Wasem, Esq.

File No.21-4616-001

Cc: Mr. Ornis Mala

Mr. Nicholas D. Standford



APPROVED

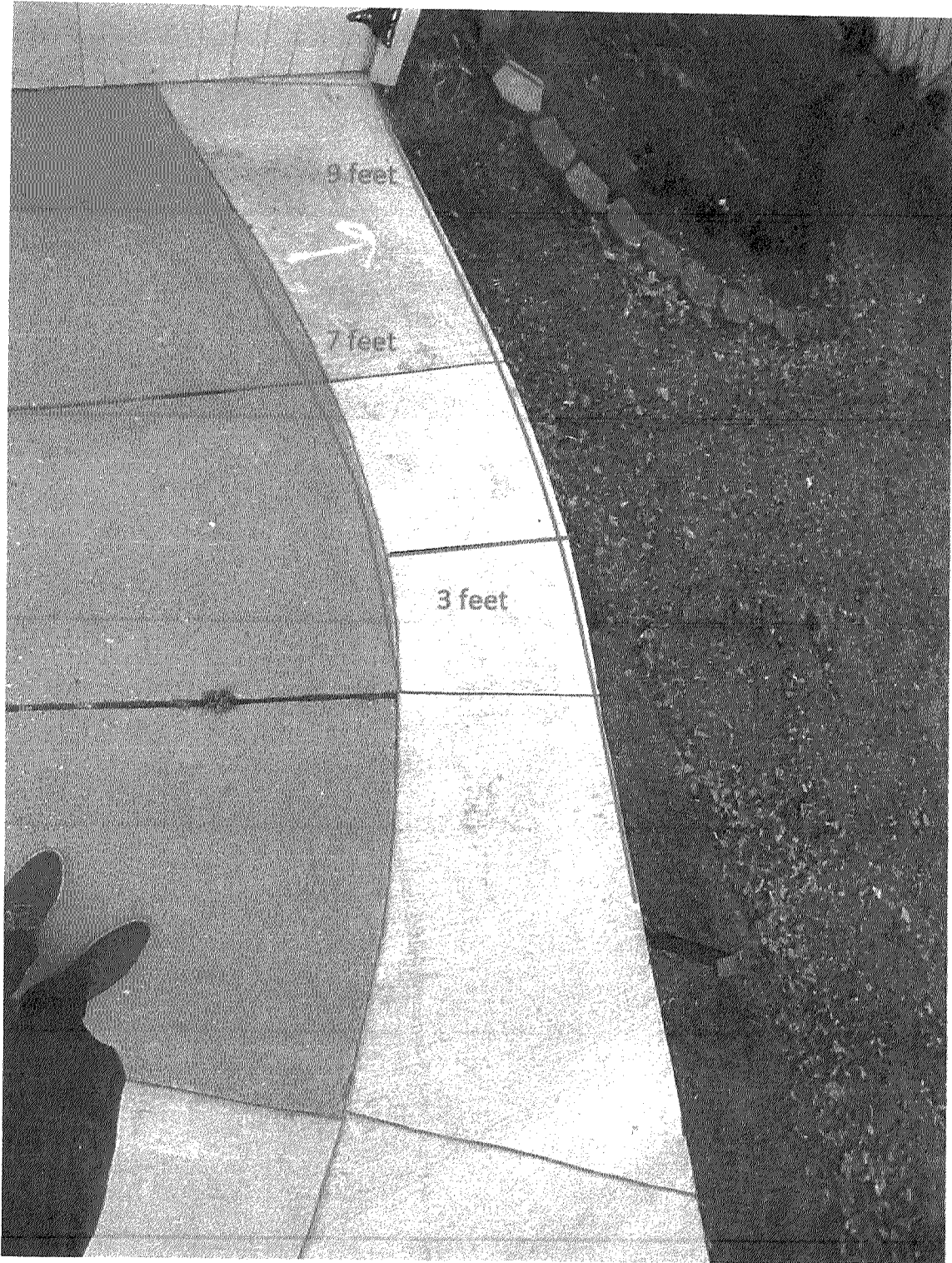
PURPOSE: _____

ZONING REVIEW **DATE**

BY: _____

ENGINEERING REVIEW **DATE**

BY: _____









Picture provided by Petitioner at Dec 1, 2021 Public Hearing



REVISED**Response to Standards****1. The plight of the owner is due to unique circumstances;****Your Evidentiary Statement:**

The expansion of the of the paved and/or impervious surfaces in the front yard was done to remedy the unique circumstances of the topography of the yard in and around the fence gate adjacent to the garage. The ground and grass in that area was of such consistency as to cause the fence gate to deteriorate and prevented the gate from opening and closing properly. As a result, the fence gate could not be used, as intended, and needed constant repair and replacement. The new concrete surface installed allows the fence gate to be, opened, and, closed as intended and solves the problem of constant repair and replacement.

2. The proposed variation will not alter the essential character of the neighborhood;**Your Evidentiary Statement:**

The installation of the additional concrete surface does not alter the essential character of the neighborhood, in fact, it improves the neighborhood. The area where the surface was installed is now improved by being more aesthetically attractive, with a clean surface, which matches the gate. In addition, it helps maintain the integrity, condition, and look of the fence gate.

3. There are practical difficulties or particular hardships in carrying out the strict letter of this Chapter which difficulties or hardships have not been created by the person presently having an interest in the property; and,**Your Evidentiary Statement:**

The best solution to preventing the deterioration of the existing fence gate and ground in the area of the fence gate was to install the concrete. Due to the existing ground conditions the fence gate could not be operated as intended and required constant repair, to both the fence and ground. The only practical solution was to install the concrete so that the fence would operate properly, that is open and close using the wheels on the bottom of the gate. The fence gate and topography of the ground in and around the fence gate were existing and not created by the current homeowner.

4. The proposed variation will not be detrimental to the public health safety and welfare.

Your Evidentiary Statement:

The expansion of the paved and/or impervious surfaces is not located close to or in the area adjacent to the street and poses no safety concerns, as it is a smooth surface that allows for clean, consistent, easy, and safe access to through the homes fence gate. In fact, it improves safety and welfare of those using the area and the fence gate by providing a smooth surface to walk on and use the fence gate. The concrete installed is not detrimental to public safety and welfare.

Dated: November 4, 2021

Ornis Mala
811 Summer Court
Buffalo Grove, IL

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: January 7, 2022
TO: Rati Akash, Village Planner
FROM: Ted Sianis, Civil Engineer II
SUBJECT: 811 Summer Court – Driveway Extension/Sidewalk

The Engineering Department met with the resident at 811 Summer Court on September 15, 2021 to discuss grading the driveway extension adjacent to the home. A portion of the sidewalk was determined to have to be removed and repoured to meet the existing grade adjacent to the extension to comply with Village code regarding obstructions in the drainage easement. Enclosed is a picture showing the portion of driveway extension that is within the drainage easement that needs to be repoured sloping to a lower elevation should the Plan Commission approve a variance for this work. We additionally reiterated the homeowner should not undertake the work until the Plan Commission has approved the variance related to front yard impervious surface coverage, because if he repoured without their approval, he may need to remove the concrete a second time.



Attachment: Exhibit A. Plan Set (O-2022-33 : Ordinance Allowing an Existing Driveway to Exceed the Maximum Coverage at 811 Summer Ct)

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 7, 2021
TO: Rati Akash, Village Planner
FROM: Ted Sianis, Civil Engineer II
SUBJECT: 811 Summer Court – Driveway Extension/Sidewalk

The Engineering Department received a request to inspect/verify grading for a driveway extension adjacent to the driveway serving 811 Summer Court. This work was performed without a permit and permitted post construction. Upon inspection, the newly poured concrete does not comply with Village code. The driveway extension has slightly raised the grade through a portion of the property where a drainage easement exists. There are three scenarios available to rectify this issue. The homeowner at 811 Summer Court may:

1. Remove the portion of concrete driveway extension within the easement and regrade adjacent to the remaining concrete;
2. Remove the new concrete in its entirety; or
3. Replace the concrete within the easement, lowering the new concrete to meet the previously existing grade.

Enclosed with this memo are:

1. The plat that was submitted with the permit post construction which shows the Engineering Department comments for the work, and a circled area where the new concrete does not meet Village Code.
2. A picture illustrating the grade change.
3. Aerial pictures illustrating additional unpermitted fence replacement.





Attachment: Exhibit A. Plan Set (O-2022-33 : Ordinance Allowing an Existing Driveway to Exceed the Maximum Coverage at 811 Summer Ct)



Legend

Attachment: Exhibit A. Plan Set (O-2022-33 : Ordinance Allowing an Existing Driveway to Exceed the

Notes

Print Date: 9/7/2021



Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

----- Forwarded message -----

From: **Preetham Dalvay** <dalvay@gmail.com>

Date: Mon, Oct 18, 2021 at 12:48 PM

Subject: Fence between our properties 811/813 Summer Ct

To: Ornis Mala <ornis@thesocialplus.com>

Hi Ornis,

As discussed regarding the fence between our properties of 811 (yours) and 813 (mine) Summer Ct Buffalo Grove:

1. I am ok with you extending your fence on your property, as has already been done.
2. Thanks for letting me know that you will bring the height of the fence down to 5 ft, as required by the Buffalo Grove village.

Regards,
Preetham

12/1/2021

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, DECEMBER 1, 2021**

Call to Order

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

Public Hearings/Items For Consideration

1. Consider a Variation to Allow for a Driveway to Exceed the Maximum Coverage at 811 Summer Ct. (Trustee Johnson) (Staff Contact: Nicole Woods)

Community Development Director Woods provided history on the subject property, which was a work prior permit for a driveway over max 40 percent. Ms. Woods discussed the other issues at the subject property, which the property owner has agreed to comply with. She said in closing the property owner is seeking to exceed the driveway maximum by 5 percent.

Mr. Wasem, 330 E. Main Street, Petitioner's Attorney. He noted that if the property owner removed the triangular part, it would help alleviate the draining issues.

Community Development Director Woods said unfortunately even with the removal of that part of the driveway, it still exceeds the 40 percent maximum. Though it does alleviate the drainage issues.

Mr. Wasem spoke about why they are seeking the variation. He noted exhibit two.

Community Development Director Woods asked Mr. Wasem is the property was willing to reduce the size.

Mr. Wasem said yes.

Chairperson Cesario asked Mr. Wasem to point out what section of the driveway will be removed.

Mr. Wasem explained what section of the driveway would be removed, providing clarity to the Commissioners.

Community Development Director Woods referenced the plat of survey to show the drainage and easement, which also showed the proposed driveway.

Chairperson Cesario repeated back what was on display to provide clarity on what would be removed.

Chairperson Cesario asked if the petition has any dispute with the series of events on page 4 of the staff report.

Mr. Wasem said the statement is accurate.

Chairperson Cesario asked how much concrete is required to allow access of the gate.

Mr. Wasem said the opening and closing of the gate is a problem.

Chairperson Cesario asked why concrete is on the driveway for the gate.

Mr. Wasem said it was to provide consistent access and for better aesthetic.

12/1/2021

Com Au asked why the homeowner did not stop during the stop work order.

Mr. Wasem said he does not know.

Com. Au talked about how important it is to be proactive when these types of issues arise.

Com. Worlikar asked about the gate and the relief that is being sought. He asked how the gate works.

Mr. Wasem said he believes that both doors open.

Com. Moodhe asked staff if a permit has been pulled at this point.

Community Development Director Woods said they have requested a permit but is currently on hold.

Com. Moodhe asked what was in the permit. He asked if electrical was within the permit because he noticed lighting.

Mr. Wasem said the property owner agreed what is recommended here, he will do.

Com. Moodhe asked if the property owner believed what they did what fit in with the neighborhood.

Mr. Wasem said he believes the property owner did.

Com. Khan asked Ms. Woods asked about the email exchange between the neighbors on packet page number 21 regarding the height of the fence. He asked if there was anything the Village has said to the applicant about the fence.

Community Development Director Woods said there has been discussion with the property owner. She said the property owner has agreed to lower the fence to five feet.

Com. Khan asked if they applied for a permit with the fence.

Community Development Director Woods said no.

Com. Khan clarified this is another project without a permit. He commented that he is upset that the homeowner did not stop work when requested.

Chairperson Cesario wanted to note that the item before the Commission is on the driveway not the fence.

Mr. Brankin, Village Attorney, said the fence is foundational and relevant in the discussion.

Com. Moodhe asked how the homeowner will reduce the height.

Mr. Wasem said the company is going to come out and reduce the height.

Com. Moodhe asked if the rest of the fence 6 feet solid.

Community Development Director Woods said yes.

Com. Moodhe expressed his concern for the disregard of the permit process.

Community Development Director Woods discussed how the enforcement of changes that will be required.

Com. Moodhe said he would like to see final plans because what is being presented is very vague.

12/1/2021

Mr. Wasem said he understands.

Com. Spunt reference packet page 18.

Com. Spunt asked about the red line. He asked if that was original to the house and if it could be removed for better drainage.

Mr. Wasem said that part of the driveway at the bottom was part of the house already.

Community Development Director provided clarification on the driveway.

Mr. Wasem said they can be specific in the changes so they can calculate the exact coverage.

Com. Worlikar referenced packet page 9 and the basketball court.

Mr. Wasem said the basketball court was brought up. The homeowner said it was there when they purchased the home.

Community Development Director Woods said the basketball court has been expanded in size without a permit, but the homeowner said it was before he moved in. She noted it is out of the purview of the Commission, however, it still needs to have a permit and be inspected.

Com. Au asked Village Attorney if it would be best to put the plan together.

Mr. Brankin discussed how the Commission should proceed with what they have in front of them tonight. There is no additional relief being sought.

Com. Weinstein wanted to confirm the existing driveway already exceeded the 40 percent before the addition.

Community Development Director Woods said no.

Com. Weinstein commented that if the petitioner can cooperate with the Commission on the other issues, they are more likely to work in favor of the petitioner. He noted the gate is not a unique circumstance. Com. Weinstein said if they came back with something more specific the Commission would be helpful.

Mr. Wasem said he agrees which is why he wants to continue the hearing.

Com. Goldspiel expressed his concern over the ordinance.

Chairperson Cesario asked the Village Attorney about the continuance action.

Mr. Brankin said that the order would be to make a motion to continue the hearing to January 19, 2022 after consulting with staff to give time to the petitioner and staff to put together and review

Com. Moodhe asked staff if they looked at pervious permits for this property.

Community Development Director Woods said yes.

Com Moodhe asked if any were pulled by the current homeowner.

Community Development Director Woods said she does not know.

Com. Moodhe asked if was aware of the Villages permit process.

Mr. Wasem said yes, but not the 40 percent.

12/1/2021

Chairperson Cesario entered the staff report as exhibit one and the picture as exhibit two.

Mr. Wasem said the homeowner wants to work with the Village of Buffalo Grove.

Com. Weinstein made a motion to continue the public hearing to January 19, 2022 at 7:30 PM at Village Hall.

Com. Khan seconded the motion.

RESULT:	TABLED [8 TO 0]
AYES:	Moodhe, Spunt, Cesario, Khan, Weinstein, Au, Richards, Worlikar
ABSTAIN:	Stephen Goldspiel

Regular Meeting

Other Matters for Discussion

None

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Nov 17, 2021 7:30 PM

RESULT:	ACCEPTED [8 TO 0]
AYES:	Moodhe, Spunt, Cesario, Goldspiel, Khan, Weinstein, Richards, Worlikar
ABSTAIN:	Amy Au

Chairman's Report

Chairperson deferred to President Sussman to begin the chairperson report. President Sussman thanked Commissioner Goldspiel for his years of service.

Trustee Johnson provided thanks to Commissioner Goldspiel for his service to the Village of Buffalo Grove.

Chairperson Cesario thanked Commissioner Goldspiel for all his great work to the Village of Buffalo Grove and the Commission.

Community Development Director Woods gave thanks to Commissioner Goldspiel for his thoughtfulness to development over the years as well as his overall commitment to the community.

Committee and Liaison Reports

None.

Staff Report/Future Agenda Schedule

Community Development Director Woods provided an overview of what will be coming to the Planning and Zoning Commission on future agendas.

Public Comments and Questions

12/1/2021

None.

Adjournment

The meeting was adjourned at 8:33 PM

Chris Stilling

APPROVED BY ME THIS 1st DAY OF December, 2021

01/19/2022

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, JANUARY 19, 2022**

Call to Order

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

2. Open Meetings Act Compliance

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

You are invited to a Zoom webinar.

When: Jan 19, 2022 07:30 PM Central Time (US and Canada)

Topic: PZC

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81173471387?pwd=Z3AwbXI4aTNlbzFOUjhMc01jQ3NPZz09>

Passcode: 976458

Or One tap mobile :

*US: +13126266799,,81173471387#,,,,*976458# or
+19294362866,,81173471387#,,,,*976458#*

Or Telephone:

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

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

Webinar ID: 811 7347 1387

Passcode: 976458

International numbers available: <https://us02web.zoom.us/j/81173471387?pwd=Z3AwbXI4aTNlbzFOUjhMc01jQ3NPZz09>

Public Hearings/Items For Consideration

1. Consider a Variation to Allow for a Driveway to Exceed the Maximum Coverage at 811 Summer Ct. (Trustee Pike) (Staff Contact: Nicole Woods)

Mr. Wasam, petitioner's attorney, was sworn in.

01/19/2022

Ms. Woods, Community Development Director, provided a brief overview and update on the petition for the stop work order for a driveway at 811 Summer Ct.

Mr. Wasam added additional comments regarding the driveway at 811 Summer Ct.

Com. Weinstein asked staff if the Planning and Zoning Commission had the ability to grant or deny the petitioner's request.

Mr. Brankin said that it is a request to the Village Board.

Com. Weinstein asked when the homeowner acquired the property.

Mr. Wasam said that he believes the homeowner acquired the property in 2008.

Com. Weinstein referenced page 10 of the Staff Report.

Com. Weinstein commented on the unique situation that involves the gate and the fence, referencing packet page 20 of the staff report.

Mr. Wasam said his client wanted a wide enough area to roll out his garage cans. He also did not want the gate running along the grass. Mr. Wasam added that the client believed it looks aesthetically pleasing.

Com. Weinstein said the client was asking for much more than what was necessary. He commented, that outside of the grading issues, the client has made no changes since the previous meeting.

Mr. Wasam commented that there will be concrete pulled up to fix the grading issue, but other than that the proposal stands as is.

Ms. Woods, Community Development Director, commented to clarify that even with the new pour, the petitioner will still exceed the maximum requirement.

Mr. Sianis, Buffalo Grove Civil Engineering II, confirmed Ms. Woods statement. Mr. Sianis added that the new pour of concrete will cover roughly the same area but be on a slope instead to drain water from the rear yard to the front yard.

Chairperson Cesario commented on the hardship outlined by the petitioner. He asked if the client could roll the garbage cans down the driveway prior to the work they conducted on the expanded driveway.

Mr. Wasam said he believed his client could roll the garbage cans down the driveway prior to the expanded driveway.

Chairperson Cesario clarified that the original purpose for the expanded driveway was to make it more aesthetically pleasing, not for the gate or the garbage cans.

Mr. Wasam said he believed that was an accurate statement.

Com. Moodhe asked if the client would provide final plans if it was approved.

Mr. Wasam said yes.

Com. Moodhe referenced the previous meeting on December 1, 2021, where he asked to see final plans today. He noted that those were not provided today, January 19, 2022.

Mr. Wasam said he has no proposal at this point.

Com. Moodhe asked if there were any revisions to the initial statements provided by the petitioner that are referenced on packet page 20 of the Staff Report.

01/19/2022

Mr. Wasam said there have been no updates.

Com. Moodhe asked if it's the client's opinion that the driveway changes fit in with the neighborhood.

Mr. Wasam said yes.

Com. Richards asked if the original driveway was already out of code.

Mr. Wasam said he looked at the numbers that were provided to him, and based on his calculations, the driveway was already outside of the 40 percent.

Com. Richards asked staff if they inspect driveways in new developments.

Ms. Woods, Community Development Director, said yes. She added background on the permit process and inspection process for new builds.

Com. Richards clarified that the driveway, before the expansion, met code. The expansion put the driveway over the maximum requirement of 40 percent.

Ms. Woods, Community Development Director, said yes.

Com. Spunt asked if any of the neighbors called.

Ms. Woods said calls were made, but nothing since the December 1, 2021, meeting.

Com. Moodhe asked if the plat of survey was attached.

Ms. Woods said yes, packet page 6.

Com. Moodhe asked if there is another plat that shows the other additions to the property.

Ms. Woods said the Village does not have any plats outside of the one attached to the packet.

Mr. Wasam said he asked his client if he received a plat of survey when he acquired the property and his client said he did not.

Com. Au asked for clarification on the fence issues.

Ms. Woods, Community Development Director said the fence will be lowered to meet code and will be enforced by property maintenance. She added, the fence is only part of the petition because it was used as a cause to expand the driveway.

Chairperson Cesario entered the staff report as exhibit one.

Mr. Wasam thanked the commission for their time.

Public Hearing was closed at 8:02 PM.

Com. Weinstein made a motion to recommend approval to the Village Board to grant the variation which would allow a driveway expansion that would exceed the required front yard coverage by 5.12% based on failure to meet the variation standards.

Com. Richards seconded the motion.

Chairperson Cesario spoke against the motion.

Com. Au spoke against the motion.

Com. Moodhe spoke against the motion.

01/19/2022

Com. Weinstein spoke against the motion.

Com. Spunt asked what happens next.

Ms. Woods, Community Development Director, explained what happens next.

Mr. Sianis, Buffalo Grove Civil Engineering II, went over the drainage issues one last time as the purpose for the removal of the expanded driveway whether the variance would be approved or not.

Mr. Brankin, Village Attorney, added that the petitioner has been given many opportunities to make changes to their plans to comply and have not done so to date. Noting that Mr. Wasam's client stands by his original request.

RESULT:	RECOMMENDATION TO APPROVE [0 TO 7]
	Next: 2/22/2022 7:30 PM
NAYS:	Moodhe, Spunt, Cesario, Weinstein, Au, Richards, Worlikar
ABSENT:	Zill Khan
EXCUSED:	Stephen Goldspiel

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Dec 15, 2021 7:30 PM

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

2. Planning and Zoning Commission - Regular Meeting - Dec 1, 2021 7:30 PM

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

Chairman's Report

Chairperson Cesario provided his comments.

Committee and Liaison Reports

Staff Report/Future Agenda Schedule

Ms. Woods provided details on current projects and the future agenda schedule.

Public Comments and Questions

Adjournment

The meeting was adjourned at 8:23 PM

01/19/2022

Chris Stilling

APPROVED BY ME THIS 19th DAY OF January, 2022



Action Item : Pre-Application Discussion- Proposed Multi-Family Development at 16606 W Highway 22, Prairie View

Recommendation of Action

Staff recommends discussion and referral to the Planning & Zoning Commission.

E-Terra+ and Interforum (Developer/Contract Purchaser) is looking to redevelop the unincorporated 11.4-acre property located at 16606 W Highway 22, Prairie View. The existing site is occupied by Fiore Nursery and Landscape Supply. The Developer is preparing to finalize their plans for a new multi-family development on the property and is seeking comments from the Village Board along with a referral to the Planning & Zoning Commission. The developer will provide the Village Board with an overview of their concept plan at the February 22, 2022 Village Board meeting.

ATTACHMENTS:

- BOT Memo (DOCX)
- Plan Set (PDF)

Trustee Liaison
Pike

Staff Contact
Nicole Woods, Community Development

Tuesday, February 22, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: February 17, 2022

TO: President Beverly Sussman and Trustees

FROM: Nicole Woods, Community Development Director

SUBJECT: **Pre-Application Discussion-** Proposed Multi-Family Development at 16606 W Highway 22, Prairie View (Fiore Property)

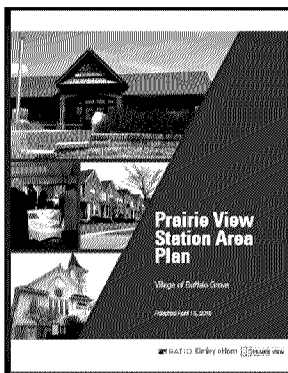
BACKGROUND

E-Terra+ and Interforum (Developer) is looking to redevelop the unincorporated 11.4 acre property located at 16606 W Highway 22, Prairie View. The existing site is occupied by Fiore Nursey and Landscape Supply which includes landscaping storage and sales facilities and other landscaping materials and supplies.

The Developer is preparing to finalize their plans for a new multi-family development on the property and is seeking comments from the Village Board along with a referral to the Planning & Zoning Commission. The developer will provide the Village Board with an overview of their concept plan at the February 22, 2022 Village Board meeting. The following memorandum provides a brief summary of their project.



PRAIRIE VIEW METRA STATION AREA PLAN AND COMPREHENSIVE PLAN



The proposed development lies within in the heart of the Prairie View Metra Station Area (PVMSA). Once a small pocket of development in an agricultural area, the PVMSA has become a neighborhood of two separate characters split along the irregular boundary line between unincorporated Lake County and Buffalo Grove. The unincorporated area is the older part of the neighborhood and retains the original, hamlet-type development pattern. In contrast, the incorporated Buffalo Grove part of the neighborhood exhibits a more suburban, development pattern. Much of this development has been built in the past few decades including the more recent Easton Station Townhomes and Prairie Landing townhomes.

Over the past few years, market pressures continued to mount for redeveloping PVMSA. Buffalo Grove recognized the need for a clear vision to guide future growth and consequently, kicked off the Prairie View Metra Station Area Plan in 2018. The Plan was completed in April 2019 and

[illegible]

PROPOSED PLAN

Site plan for the proposed development at the intersection of E. 80th Avenue and E. 16th Avenue. The plan shows a large parking lot (100 spaces) and a building footprint (100,000 sq ft) with a future development area. The site is bounded by E. 80th Avenue to the north, E. 16th Avenue to the east, and E. 15th Avenue to the south. The plan also shows a future development area (100,000 sq ft) and a future parking lot (100 spaces). The site is currently zoned R-100 and is adjacent to the E. 80th Avenue Corridor. The plan includes a north arrow and a scale bar.

<u>COLOR LEGEND</u>	
	SUBJECT PROPERTY
	FUTURE DEVELOPMENT BY OTHERS PER THE PRAIRIE VIEW METRA STATION AREA PLAN



The proposed project looks to solely redevelop the Fiore Nursery property. The surrounding properties, including the Lake County Scrap Metal property will, at this time, remain. The proposed site plan shows the multifamily development (grey) as well as how the balance of the area could redevelop in the future (yellow). The site plan is aligned with the Prairie View Metra Station Area Plan's vision of the subarea. Staff will work closely with the petitioner to ensure that the site plan will continue to anticipate future development to ensure integration and the implementation of the Prairie View Plan's vision.

The Zoning Ordinance requires a minimum of 510 parking spaces for multi-family projects. The developer is proposing a total of 530 parking spaces. This includes 386 garage spaces and 144 outdoor parking spaces. Overall, staff finds that the proposed concept meets Code requirements. The site would be accessible via three main existing points. This includes two access points along Route 22, as well as one access point via North Main Street. Private roads that would provide connections from the entry points to the development. The site would also have direct access to the Prairie View Metra Station area located approximately 500 feet away.

The developer is proposing to utilize natural materials for the building facade and landscaping to help cultivate a neighborhood environment and maintain the small-town character of the area. Landscaping will be featured around the perimeter of the development and within the parking areas and entry ways. Complimentary landscaping and pedestrian elements such as benches and trellises will be scattered to create welcoming atmosphere.

The proposed plan implements the following core concepts of the Prairie View Metra Station Area Plan:

- # CENTRAL SUBAREA LAND USE PLAN
- Retail development is located in high visibility areas along major arterials. Residential land uses become less dense towards the western portion of the site and act as a transition to existing neighborhoods. A variety of open space types are included, encouraging recreation and offering additional benefits for public gatherings throughout the subarea.
-
- Legend**
- Single-Family Detached
 - Single-Family Attached (Townhouse/Apartment)
 - Multi-Family
 - Medium-Density Residential
 - Medium-Density Commercial
 - Medium-Density Office
 - Medium-Density Industrial
 - Medium-Density Entertainment
 - Medium-Density Public Use
 - Medium-Density Open Space
 - Medium-Density Park
 - Medium-Density Recreation
 - Medium-Density Cultural
 - Medium-Density Religious
 - Medium-Density Educational
 - Medium-Density Government
 - Medium-Density Institutional
 - Medium-Density Health Care
 - Medium-Density Transportation
 - Medium-Density Utility
 - Medium-Density Other
- Scale:** 0 100 200 300 feet
- North Arrow**

- Utilizes materials and landscaping to that is in alignment with the tone established by the area's historical architecture, character, and charm
- Helps transform the Prairie View Metra Station Area into a destination and create an identity

ACTION REQUESTED

The Developer is seeking comments from the Village Board related to the concept plan. Should the Board conceptually support the concept; the item can be referred to the Planning and Zoning Commission to discuss more specific details concerning, parking, setbacks, future development, school and fiscal impacts and other bulk regulations.

e-Terra+

16606 W Highway 22 – Prairie View

Intake Narrative

January 5, 2022

Current Conditions

The subject property is located at 16606 W Highway 22, in Unincorporated Prairie View, Lake County, IL, and consisting of 11.417 Gross Acres of Land with 11.126 Acres Net Area. The existing site is occupied by Fiore Nursery and Landscape Supply for sales and storage of landscaping supplies, bagged trees, shrubs, rock, stone, and vehicle and equipment parking, and maintenance.

The property is adjacent to the Prairie View Metra Station to the East, the Village of Buffalo Grove Fire Station to the West, Residential & Residential with Special/Business Use to the North, Highway 22 to the South with Multi-Family across. There are a variety of land uses in the immediate area consisting mostly of multi-family, the Metra Station, the Fire Station, and Offices.

The Property is currently in Unincorporated Lake County in Prairie View, IL, and we are seeking to annex to Buffalo Grove.

Proposed Project

The proposed development consists of 300 apartment homes in a Four-Story Building, in a Wrap Design. Wrap, meaning the building wraps around the parking garage, thereby being incredibly aesthetic, hiding the majority of the auto parking. The building will be highly amenitized with first class amenities, including an in-ground swimming pool, yoga studio, workout room with equipment, a community room with amenities, game room, open areas and more.

The proposed building is expected to have approximately 147 One Bedrooms, 120 Two Bedrooms, and 33 Three Bedrooms. Parking for approximately 530 cars, consisting of approximately 386 garage spaces and 144 outdoor parking spaces.

The sites pond and wetlands will be significantly improved both aesthetically and in water quality. The trees on the property are mostly scrub trees that have overgrown at the intersection of Easton and Half Day Road. Our Landscape Architect will prepare plans in the process to remove any nonnative species and improve the water quality of the wetlands. We will be maintaining a fifty-foot averaged buffer zone to the wetland as well. In addition, extensive landscaping will be provided at the entrances, around the building, and within the site. A significant improvement to the existing site.

Prairieview Metra Station Area Plan

This proposed development implements and enhances the Village's Prairieview Metra Station Area Plan, and will kick off the plan for the community's benefit. Optimistically spurring further improvements to the immediate area and plan.

Project Development and DCD Input

The development team has been in discussions with the Village since early March of 2020. We have discussed our preliminary plans with the Director of Community Development, and with his comments, have improved the layout, ingress, and traffic flow, which is shown on the Revised Site Plan.

Location

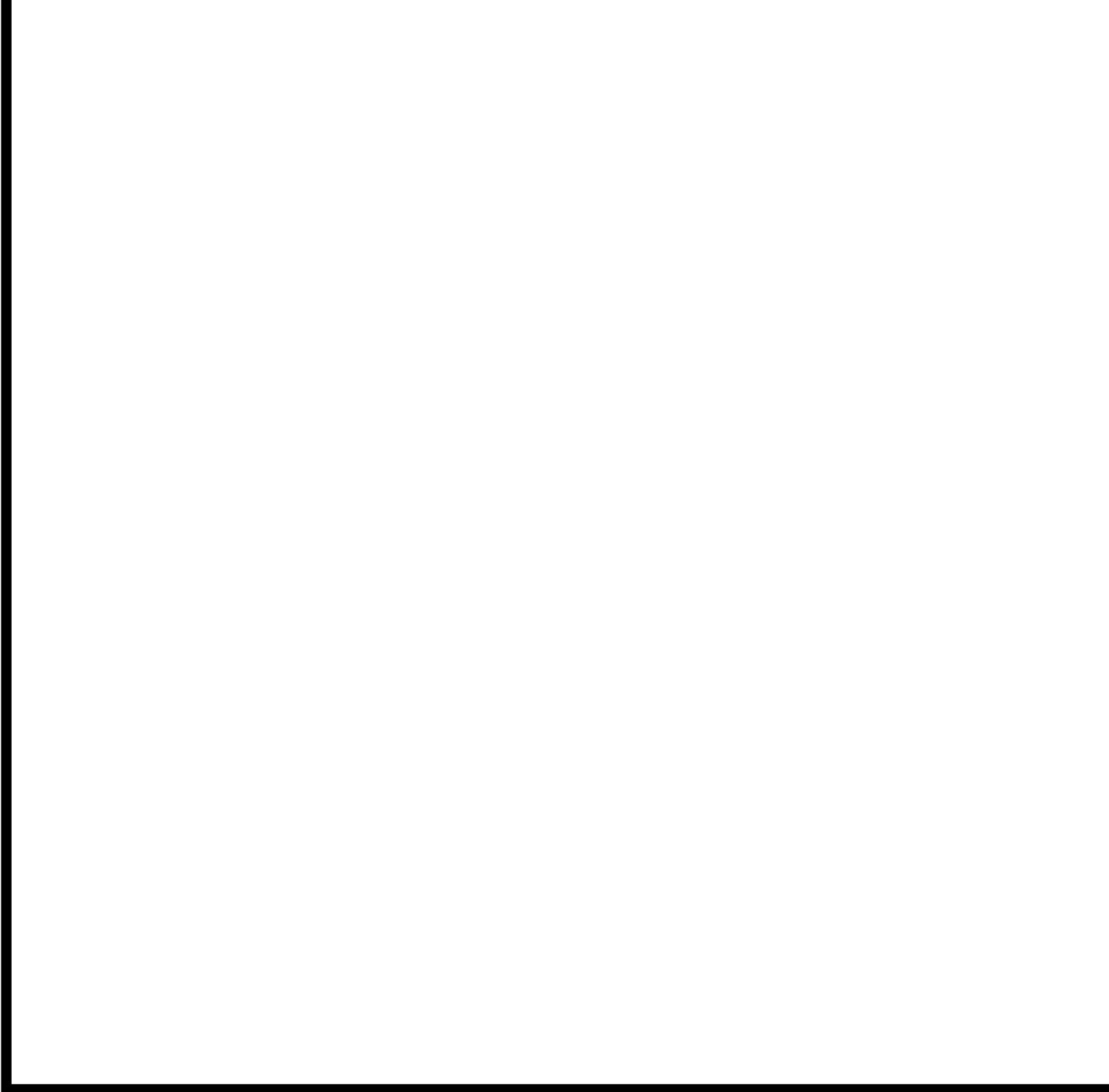
Located near the northwest corner of Main Street and IL Route 22/Half Day Road, the proximity of the Metra Station is an asset to the proposed community, as well as convenient access nearby to the expressways.

Experience

We have a number of completed, similar, and successful communities in the suburbs, including Cantera in Warrenville and Oak Brook Lakes in Oakbrook Terrace.

Economic Impact and Social Impact

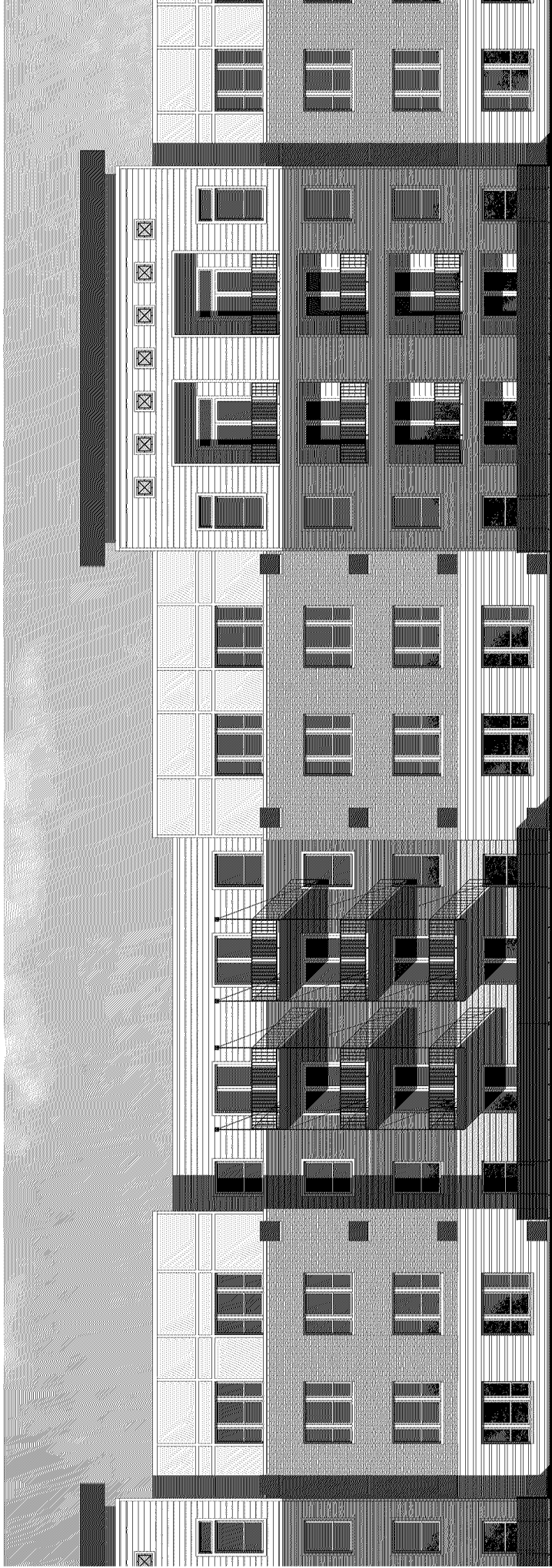
There will be significant increase in real estate taxes generated from the development, approximately 200 construction jobs, plus a number of full-time jobs. Furthermore, the increased residents will assist in the continued viability of the local businesses in the community.





PARTIAL ELEVATION #1

PARTIAL ELEVATION #2
HALF DAY ROAD ELEVATION



PARTIAL ELEVATION #2



ARDEN



MULTIPLE LOOKS. ONE SOURCE.

Less time managing, more time imagining.

Why settle for one look when you can get multiple textures and finishes from a single manufacturer? With

ARCHITECTURALBLOCK



MOCHA



GRAY



TUSCAN

TUFFBLOCK



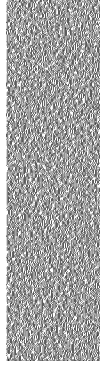
STEEL



BAMBOO



WALNUT

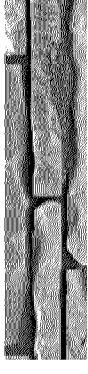


PEWTER

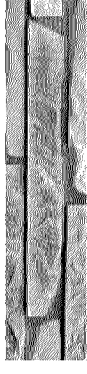
Take modern to the next level with distinct textures and tones.

The clean, modular look of the Nichiha Modern Series is a versatile choice for commercial projects. The stylish tones and subtle seams are the perfect partner for gleaming glass and stainless steel. If you're looking for a modern contrast, the cool hues glow when paired with the warmth of wood. This series offers two distinct textures to ensure you find the perfect fit. ArchitecturalBlock™ is a handsome, durable and cost-effective solution. The ease of installation and

STACKEDSTONE

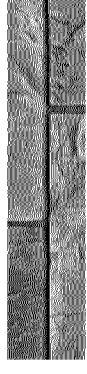


DESERT



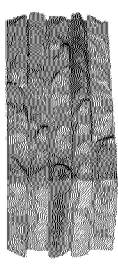
MOUNTAIN

LEDGESTONE

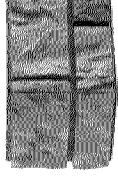


BLUFF

STACKEDSTONE CORNER



LEDGESTONE CORNER



SILL-CHISELED



GRAY

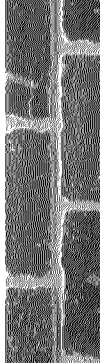


TAN

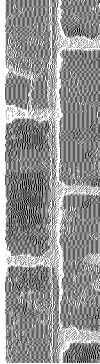


Achieve the look of stacked stone without piling on cost.

VINTAGEBRICK™



ALEXANDRIA BUFF



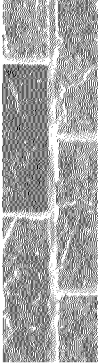
WHITE WASH

VINTAGEBRICK™ SPECS

DIMENSIONS (ACTUAL MM)

- THICKNESS (ACTUAL MM)
- WEIGHT (LBS. PER PANEL)
- WEIGHT (LBS. PER SQ. FT.)
- EXPOSED COVERAGE (SQ. FT. PER PANEL)
- PACKAGING (PIECES PER PACK)

CANYONBRICK™

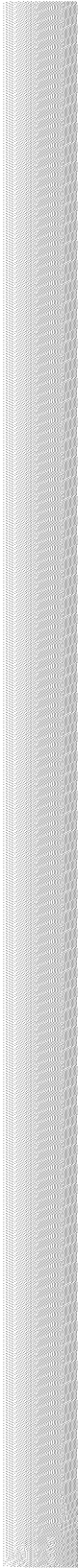


SHALE BROWN

CANYONBRICK™ SPECS

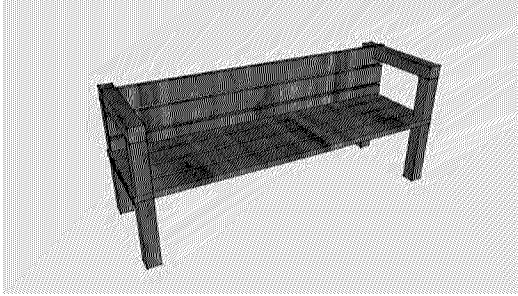
DIMENSIONS (ACTUAL MM)

- THICKNESS (ACTUAL MM)
- WEIGHT (LBS. PER PANEL)
- WEIGHT (LBS. PER SQ. FT.)
- EXPOSED COVERAGE (SQ. FT. PER PANEL)
- PACKAGING (PIECES PER PACK)

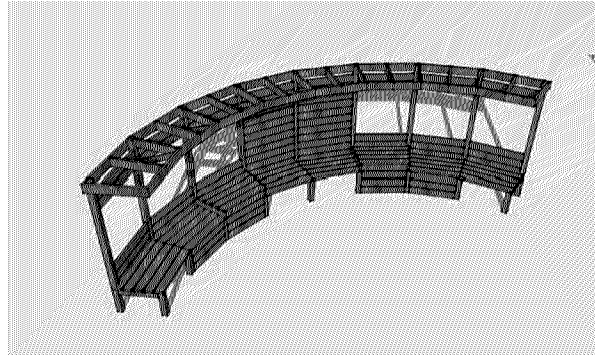


Get a timeless brick finish without the traditional hassle.

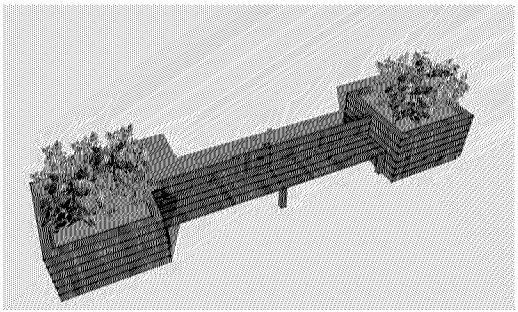
PRELIMINARY LANDSCAPE CONCEPT



3D View Bench 1

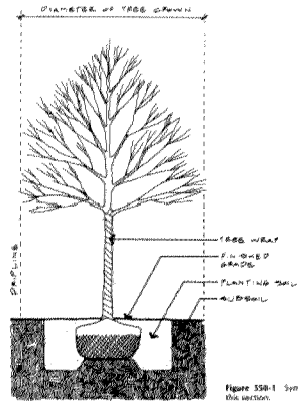


3D View Seating 2

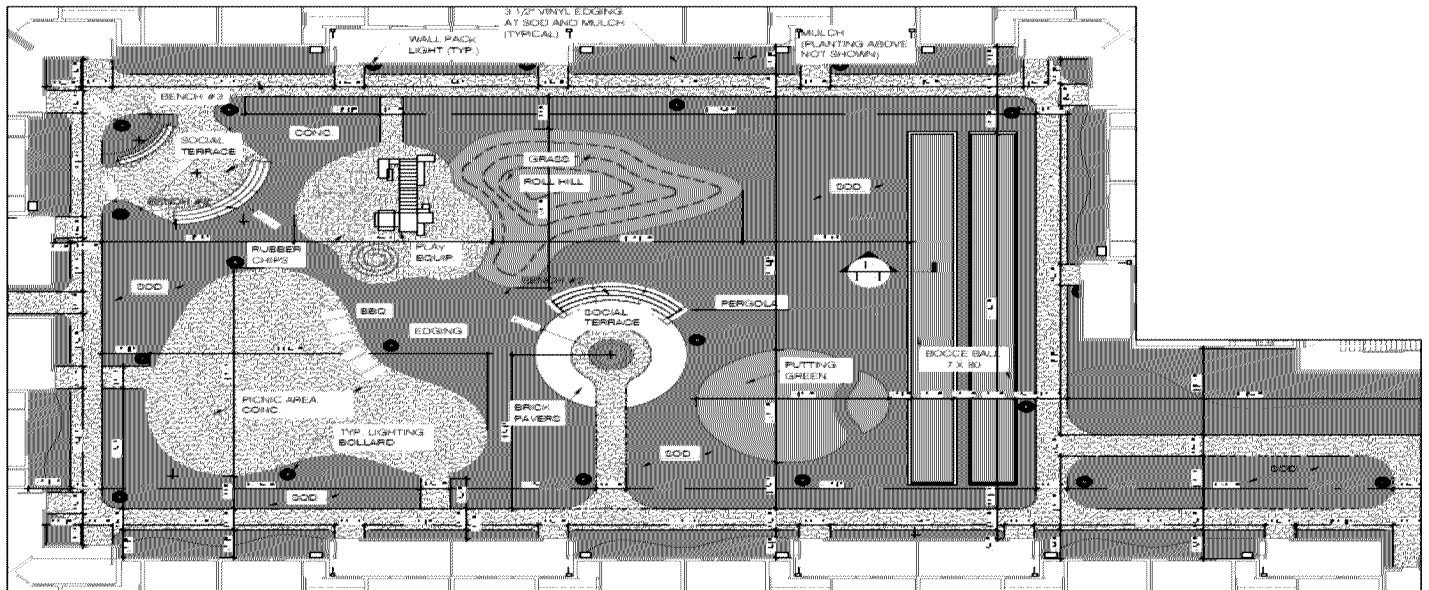


3D View Planter Bench

6. All plants shall be balled and wrapped or container grown as specified. No container grown stock will be accepted if it is root balled. All root wrapping material made of synthetics or plastics shall be removed at time of planting.
7. With container grown stock, the container shall be removed and the container ball shall be cut through the surface in two vertical locations.
8. The day prior to planting, the location of all trees and shrubs shall be staked for approval by the project landscape architect or equal.
9. All plant material shall be selected at the nurseries by the project landscape architect or equal.
10. At planting time, all plants shall be thinned by removing a balanced one-third of the vegetative material.
11. All plants shall be sprayed with an antidesiccant within 24 hours after planting.



Typical Tree Section



Open Space I with Bocce Ball

MEMORANDUM TO: Kristopher Plencner
eTerra+

FROM: Luay R. Aboona, PE, PTOE
Principal

DATE: January 31, 2022

SUBJECT: Traffic Impact Statement
Proposed Apartment Development
Buffalo Grove, Illinois

This memorandum summarizes the results and findings of a site traffic evaluation conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed apartment development to be located in Buffalo Grove, Illinois. The site, which is currently occupied by Fiore Nursery and Landscape Supply, is located at 16606 W. IL Route 22. As proposed, the site will be redeveloped with an apartment development with 300 units and 530 parking spaces. Access will be provided via two right-in/right-out access drives on IL Route 22 and a full-movement access drive on Main Street. **Figure 1** shows an aerial view of the site.

The purpose of this evaluation is to determine the impact of the traffic generated by the proposed apartment development on the area roadway system and the adequacy of the proposed access.

Existing Traffic Conditions

The following provides a detailed description of the physical characteristics of the roadways including geometry and traffic control, adjacent land uses, and average daily traffic volumes along the adjacent area roadways.

IL Route 22 (W. Half Day Road) is an east-west major arterial with a five-lane cross section that in the vicinity of the site provides two lanes in each direction divided by a landscaped median. At its signalized intersection with Main Street/Prairie Road, IL Route 22 provides an exclusive left-turn lane, a through lane, and a shared through/right-turn lane on the eastbound and westbound approaches. IL Route 22 is under the jurisdiction of the Illinois Department of Transportation (IDOT), is classified as a Strategic Regional Arterial (SRA), carries an Annual Average Daily Traffic (AADT) volume of 20,600 vehicles (IDOT 2019), and has a posted speed limit of 35 miles per hour.

Prairie Road (Lake County Route W17) is a north-south roadway that extends between IL Route 22 and Aptakisic Road. At its signalized intersection with IL Route 22, Prairie Road is widened to provide a northbound right-turn lane. Prairie Road is under the jurisdiction of the Lake County Division of Transportation (LCDOT), carries an AADT volume of 7,450 vehicles (IDOT 2019), and has a posted speed limit of 40 miles per hour.

Main Street is a north-south local roadway that extends between IL Route 22 and Buffalo Grove Road. At its signalized intersection with IL Route 22, Main Street is aligned opposite Prairie Road and is widened to provide a southbound left-turn lane. Access to the Prairie View Metra station and surface parking lot is provided off Main Street. Main Street is under the jurisdiction of the Village of Buffalo Grove and has a posted speed limit of 30 miles per hour.

Traffic Characteristics of the Proposed Apartment Development

As indicated earlier, the site will be redeveloped with an apartment development with 300 units and 403 garage parking spaces and 117 outdoor parking spaces for a total of 530 spaces. Access will be provided via two restricted access drives off IL Route 22 and one full-movement access drive off Main Street. The proposed access system will result in the elimination of one access drive on IL Route 22, which will help reduce the points of conflict and improve traffic flow. A copy of the site plan is provided in the Appendix.

Development Traffic Generation

The number of peak hour trips estimated to be generated by the proposed apartment development was based on vehicle trip generation rates contained in *Trip Generation Manual*, 10th Edition, published by the Institute of Transportation Engineers (ITE). The “Multifamily Housing Low Rise” (Land-Use Code 220) rate was used for the proposed apartment development. **Table 1** shows the estimated vehicle trip generation for the weekday morning and weekday evening peak hours as well as daily traffic. It should be noted that, given the proximity of the site to the Prairie View Metra station, it is anticipated that not all of the residents will drive to commute to work. As such, the trip generation estimates summarized in Table 1 are conservatively high.

Table 1
ESTIMATED PEAK HOUR VEHICLE TRIP GENERATION

ITE Land Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Traffic
		In	Out	Total	In	Out	Total	
220	Apartments (300 units)	28	88	116	95	55	150	1,998

Evaluation

When the estimated peak hour traffic volumes anticipated to be generated by the proposed apartment development are compared to the total projected peak traffic volumes, the development-generated traffic will not have a detrimental traffic on the area roadways based on the following:

- The proposed apartment development will only generate approximately 116 trips during the weekday morning peak hour, 150 trips during the weekday evening peak hour, and 1,998 trips daily distributed over three access drives and onto two roadways.
- The site-generated trips will increase the two-way traffic volume along IL Route 22 by approximately four to five percent daily.
- The site-generated trips will increase the two-way traffic volume along IL Route 22 by approximately three to four percent during the weekday morning and evening peak hours.

Access Evaluation

As previously indicated, access to the site will be provided via two access drives on IL Route 22 that will be physically restricted via the existing barrier median and one full-movement access drive on Main Street to be located near the north property line to maximize the spacing from IL Route 22. The design of the access drives with one inbound lane and one outbound lane under stop sign control will ensure that efficient and adequate access is provided.

Parking Evaluation

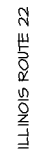
As previously indicated, the proposed apartment development will provide 300 units and a total of 530 parking spaces, which translates into a ratio of 1.77 spaces per unit. Based on the above and the requirements of the Village of Buffalo Grove, multifamily housing should provide a ratio of 1.75 parking spaces per unit, which translates into 525 parking spaces. As such, the proposed parking supply exceeds the parking requirement and will result in a surplus of five parking spaces.

Conclusion

Based on the proposed plan and the preceding evaluation, the following conclusions and recommendations are made:

- The traffic to be generated by the proposed apartment development will not be significant and can be accommodated by the existing roadway system.
- Given the proximity of the site to the Prairie View Metra station, the number of vehicle trips during the weekday morning and evening peak hours will be reduced.
- The proposed access system will ensure that flexible access is provided for traffic entering and exiting the site.
- The proposed parking supply will meet the Village parking code requirement.

Appendix



1 2 STORY LOBBY
2 MANAGEMENT OFFICE

SITE ACREAGE 11.417 ACRES

REQUIRED PARKING: (300 D.U. x 1.75) 525 CARS



Information Item : Executive Session - Section 2(C)(5) of the Illinois Open Meetings Act: (5) 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.

Recommendation of Action

N/A

Executive Session - Section 2(C)(5) of the Illinois Open Meetings Act: (5) 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.

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Tuesday, February 22, 2022	
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