



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
February 18, 2020 at 7:30 PM

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

1. Call to Order

- A. Pledge of Allegiance

2. Approval of Minutes

- A. Village Board - Regular Meeting - Jan 21, 2020 7:30 PM
- B. Village Board - Special Meeting - Feb 3, 2020 7:29 PM
- C. Village Board - Committee of the Whole - Feb 3, 2020 7:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1311 (Trustee Weidenfeld) (Staff Contact: Brett Robinson)

4. Village President's Report

5. Village Manager's Report

- A. Oath for Police Department's New Officer (Trustee Smith) (Staff Contact: Steven Casstevens)

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 2020 National Engineers Week (Trustee Stein) (Staff Contact: Darren Monico)

SUMMARY: A Proclamation recognizing National Engineers Week, February 16-22, 2020.

- B. Development Improvement Agreement Woodman's Unattended Fueling Station (Trustee Stein) (Staff Contact: Ted Sianis)

SUMMARY: Staff recommends approval of the DIA for the proposed development located at 1515 Deerfield Parkway, subject to review and approval by the Village Attorney and subject to Final Engineering Plan review.

- C. R-2020-9 A Resolution Reallocating the 2020 Volume Cap to the Village of Buffalo Grove (Trustee Smith) (Staff Contact: Chris Stilling)

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.

- D. O-2020-9 Ordinance Approving a Text Amendment in the Industrial District to Allow Incidental Retail Uses as a Special Use (Trustee Weidenfeld) (Staff Contact: Chris Stilling)

SUMMARY: Metro Storage, located at 847 Deerfield Road, is seeking a text amendment to the Zoning Ordinance to allow incidental retail sales as a Special Use in the Industrial. Additional information can be found the attached staff memorandum.

- E. O-2020-10 Ordinance Approving a Special Use for an Incidental Retail Use for 847 Deerfield Parkway (Trustee Weidenfeld) (Staff Contact: Chris Stilling)

SUMMARY: Metro Storage, located at 847 Deerfield Road, is seeking approval of a special use for an incidental retail use in the Industrial District.

- F. O-2020-11 Ordinance Amending Chapter 5.20 - Liquor Controls (President Sussman) (Staff Contact: Julie Kamka)

SUMMARY: A Class A liquor license is reserved for Yang Group, Inc. d/b/a Sushi Grove at 154 McHenry Road. This reservation is subject to the applicant completing Village requirements for said license on or before June 9, 2020. The Village Manager shall have the authority to extend the June 9, 2020 date for good cause shown. If not so extended, this reservation shall cease. The Class A liquor license for Sushi Grove, Inc. at 154-158 McHenry Road is hereby rescinded effective February 19, 2020.

- G. O-2020-12 Ciorba Group Lift Station Construction Administration Services (Trustee Stein) (Staff Contact: Kyle Johnson)

SUMMARY: Staff recommends approval of the Ciorba Group Construction Administration Services contract for Chatham Lift Station Reconstruction, subject to review and approval by Village Attorney.

- H. O-2020-13 Ciorba Group Design Supplement (Trustee Stein) (Staff Contact: Kyle Johnson)

SUMMARY: Staff recommends approval of the Ciorba Group Supplement for Design Engineering Services for Chatham Lift Station Reconstruction, subject to review and approval by Village Attorney.

9. Ordinances and Resolutions

- A. R-2020-10 Resolution Authorizing the Village Manager to Execute an Agreement with ZenCity Technologies US Inc for Data Analysis (Trustee Johnson) (Staff Contact: Evan Michel)
- B. R-2020-11 Resolution Authorizing the Village Manager to Execute an Agreement with Policy Confluence, Inc. for Citizen Surveying Services (Trustee Johnson) (Staff Contact: Evan Michel)
- C. O-2020-14 Ordinance Approving a Variation for a Public Safety Communication Antenna at 100 Half Day Road (Trustee Johnson) (Staff Contact: Chris Stilling)
- D. O-2020-15 Ordinance Approving a Special Use and Variation for a Public Safety Communication Antenna at 1051 Highland Grove and 109 Deerfield Parkway (Trustee Johnson) (Staff Contact: Chris Stilling)
- E. O-2020-16 Sewer and Catch Basin Cleaner Equipment Purchase (Trustee Pike) (Staff Contact: Michael Reynolds)

- F. O-2020-17 Approval of Restated and Amended Water Supply Contract - Northwest Water Commission (Trustee Pike) (Staff Contact: Dane Bragg)
- G. O-2020-18 Ordinance Authorizing the Completion of a Feasibility and Eligibility Study for the Proposed 2020 Buffalo Grove Lake Cook Road TIF District (Trustee Smith) (Staff Contact: Chris Stilling)
- H. R-2020-12 Inducement Resolution Regarding the Possible Adoption of the 2020 Buffalo Grove Lake Cook Road Tax Increment Financing District (Trustee Smith) (Staff Contact: Chris Stilling)
- I. O-2020-19 Ordinance Establishing a Tax Increment Financing Interested Parties Registry for the Proposed 2020 Buffalo Grove Lake Cook Road TIF District (Trustee Smith) (Staff Contact: Chris Stilling)
- J. O-2020-20 2020-2022 GHA Design and Construction Engineering (Trustee Stein) (Staff Contact: Kyle Johnson)
- K. O-2020-21 2020-2022 BLA Design and Construction Engineering (Trustee Stein) (Staff Contact: Kyle Johnson)
- L. O-2020-22 2020-2022 Soil and Construction Material Testing (Trustee Stein) (Staff Contact: Kyle Johnson)

10. Unfinished Business

11. New Business

- A. Authorization to Waive Bids and Purchase LUCAS CPR Devices (Trustee Smith) (Staff Contact: Mike Baker)
- B. Authorization to Waive Bids and Purchase Radio Equipment (Trustee Smith) (Staff Contact: Brett Robinson)

12. Questions From the Audience

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

13. Executive Session

- A. Executive Session- 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. (President Sussman) (Staff Contact: Dane Bragg)
- B. Executive Session- Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06. (Clerk Sirabian) (Staff Contact: Dane Bragg)

14. Adjournment

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

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

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE BOARD OF THE VILLAGE OF
BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS,
VILLAGE HALL, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS ON
TUESDAY, JANUARY 21, 2020**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Jenny Maltas, Deputy Village Manager; Chris Stilling, Deputy Village Manager; Art Malinowski, Director of Human Resources; Brett Robinson, Director of Purchasing; Evan Michel, Management Analyst; Darren Monico, Village Engineer; Mike Reynolds, Director of Public Works; Geoff Tollefson, Director of Golf Operations; Julie Kamka, Deputy Clerk; Deputy Police Chief Eisenmenger; Fire Chief Baker; and Deputy Fire Chief Wagner.

APPROVAL OF MINUTES

Moved by Weidenfeld, seconded by Stein, to approve the minutes of the January 6, 2020 Regular Meeting.
Upon roll call, Trustees voted as follows:

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

WARRANT #1310

Mr. Robinson read Warrant #1310. Moved by Johnson, seconded by Ottenheimer, to approve Warrant #1310 in the amount of \$2,788,735.48 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

Heidi Graham, President of the local League of Women Voters, along with several members of the organization, came forward as a Proclamation celebrating the 100th anniversary of the **League of Women Voters** was read.

President Sussman read a statement recognizing Elizabeth Bennett, Orchestra Director at Buffalo Grove High School, as being named one of the ten nationwide finalists for a **Grammy Music Educator Award**.

VILLAGE MANAGER'S REPORT

Fire Chief Baker briefly reviewed the background of the **Humanitarian Service Medal** issued by the Mutual Aid Box Alarm System being presented to Lieutenant Andrew Russell this evening for his humanitarian efforts during a MABAS deployment to the 2019 flooding in southern Illinois. Lieutenant Russell was congratulated by the audience and the Board as Chief Baker presented the award to him.

Minutes Acceptance: Minutes of Jan 21, 2020 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. The Village Clerk read a brief synopsis of each of the items on the Consent Agenda.

Shops of Buffalo Grove

Motion to approve Certificate of Initial Acceptance for Shops of Buffalo Grove Development Improvement at the southwest corner of Deerfield Parkway and Milwaukee Avenue.

Resolution No. 2020-2 – Private Activity Bonds

Motion to pass Resolution No. 2020-2, ceding the 2019 Unused Private Activity Bond Volume Cap of the Village of Buffalo Grove (including Volume Cap transferred from other Lake County Home Rule units) to Lake County so that unused funds can be transferred over to the next year and used in the future.

Resolution No. 2020-3 – Motor Fuel Tax

Motion to pass Resolution No. 2020-3, Calendar Year 2020 Village-Wide Street Maintenance Motor Fuel Tax Resolution to meet the requirements of the Illinois Department of Transportation for the use of MFT funds for FY 2020.

Resolution No. 2020-4 – Lake Cook Road

Motion to pass Resolution No. 2020-4, Calendar Year 2020 Lake Cook Road Reconstruction Motor Fuel Tax Resolution to utilize MFT funds to pay the Village's portion of construction.

Resolution No. 2020-5 – Thompson Boulevard

Motion to pass Resolution No. 2020-5, Calendar Year 2020 Thompson Boulevard and Brandywyn Lane Roadway Construction Motor Fuel Tax Resolution to utilize MFT funds to pay the Village's portion of construction.

Ordinance No. 2020-7 – Turning Restriction

Motion to pass Ordinance No. 2020-7 for turning restriction removal, amending the Traffic Ordinance relating to removing the turning restrictions at the intersection of Lexington Drive and Armstrong Drive.

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

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

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2020-6 – TOMPSON & BRANDYWYN

Moved by Stein, seconded by Johnson, to pass Resolution No. 2020-6, Thompson & Brandywyn Contract 1 Federal Funding and Engineering Agreements, in accordance with materials contained in Board packets.

Mr. Monico reviewed the proposed resolution, details of which are contained in his memo to Mr. Bragg of January 16, 2020.

Board members noted the massive savings that Buffalo Grove is incurring through federal funding on this program and staff was thanked for their efforts in securing this funding.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2020-7 – ARLINGTON HEIGHTS ROAD

Moved by Stein, seconded by Ottenheimer, to pass Resolution No. 2020-7, Agreement with Lake County Department of Transportation (LCDOT) Arlington Heights Road Design, in accordance with materials contained in Board packets.

Mr. Monico reviewed the proposed resolution, details of which are contained in his memo to Mr. Bragg of January 8, 2020.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

QUESTIONS FROM THE AUDIENCE

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

ADJOURNMENT

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

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

NAYS: 0 – None

Motion declared carried.

The meeting was adjourned at 7:56 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 3rd DAY OF February 2020

Village President

Minutes Acceptance: Minutes of Jan 21, 2020 7:30 PM (Approval of Minutes)

**MINUTES OF THE SPECIAL MEETING OF THE VILLAGE BOARD OF THE VILLAGE OF
BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS,
VILLAGE HALL, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS ON
MONDAY, FEBRUARY 3, 2020**

CALL TO ORDER

President Sussman called the meeting to order at 7:29 P.M. Those present stood and pledged allegiance to the Flag.

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Jenny Maltas, Deputy Village Manager; Chris Stilling, Deputy Village Manager; Andrew Brown, Deputy Finance Director; Art Malinowski, Director of Human Resources; Brett Robinson, Director of Purchasing; Nicole Woods, Deputy Community Development Director; Rati Akash, Village Planner; Evan Michel, Management Analyst; Darren Monico, Village Engineer; Mike Reynolds, Director of Public Works; Geoff Tollefson, Director of Golf Operations; Deputy Police Chief Eisenmenger; Fire Chief Baker.

RESOLUTION NO. 2020-8 – VILLAGE TREASURER

Moved by Weidenfeld, seconded by Johnson, to pass Resolution No. 2020-8, appointing Brett Robinson as Village Treasurer.

Mr. Bragg reviewed the proposed resolution, confirming that separation of duties is set up in the Finance Department so that Mr. Robinson, as purchasing manager, has the authority to enter and approve certain purchase orders, but the process for accounts payable is completely separated from his function as Village Treasurer.

Upon roll call, Trustees voted as follows:

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

QUESTIONS FROM THE AUDIENCE

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

ADJOURNMENT

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

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

The meeting was adjourned at 7:32 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 18th DAY OF February 2020

Village President

**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE BOARD OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS,
50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS, MONDAY, FEBRUARY 3, 2020**

CALL TO ORDER

President Sussman called the meeting to order at 7:32 P.M.

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

Also present were: Dane Bragg, Village Manager; Jenny Maltas, Deputy Village Manager; Chris Stilling, Deputy Village Manager; Andrew Brown, Deputy Finance Director; Art Malinowski, Director of Human Resources; Brett Robinson, Director of Purchasing; Nicole Woods, Deputy Community Development Director; Rati Akash, Village Planner; Evan Michel, Management Analyst; Darren Monico, Village Engineer; Mike Reynolds, Director of Public Works; Geoff Tollefson, Director of Golf Operations; Deputy Police Chief Eisenmenger; Fire Chief Baker.

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

COMPREHENSIVE PLAN UPDATE

Mrs. Woods briefly introduced the status of the Comprehensive Plan, details of which are contained in her memo to the Board of January 28, 2020.

Referring to a PowerPoint presentation, Lesley Roth of Ratio and Perry Geogrooplous of Ginkgo provided an overview of the draft Existing Conditions Report (ECR) in an effort to receive feedback and comments from the Board, after which they answered questions from the Board.

2020 CENSUS UPDATE

Mrs. Akash reviewed the efforts Buffalo Grove is pursuing in partnership with the U.S. Census Bureau to bring about awareness and motivate residents to respond to the 2020 Census. Further details of this proposal may be found in Mrs. Akash's memo to Mr. Bragg of January 29, 2020. Board members commented on possible options to reach every member of the community.

COMMUNITY FOUNDATION

Mr. Michel provided an update on the creation and first meeting of the Buffalo Grove Community Foundation, details of which may be found in his memo to Mr. Bragg of January 29, 2020, after which he answered questions from the Board.

SUSTAINABILITY PLAN

Referring to a PowerPoint presentation, Mr. Robinson provided an overview of the draft Sustainability Plan, and also presented the goals list for 2020 and 2021, after which he answered questions from the Board.

QUESTIONS FROM THE AUDIENCE

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

EXECUTIVE SESSION

Moved by Johnson, seconded by Weidenfeld, to move to Executive Session to discuss Section 2(C)(1) of the Illinois Open Meetings Act: the appointment, employment, compensation, discipline, performance, or dismissal of specific

employees of the Public Body or Legal Counsel for the Public Body, including hearing testimony on a complaint lodged against an employee of the Public Body or against Legal Counsel for the Public Body to determine its validity; and to discuss 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: 5 – Stein, Weidenfeld, Johnson, Smith, Pike

NAYS: 0 – None

ABSENT: 1 - Ottenheimer

Motion declared carried.

The Board moved to Executive Session from 8:54 P.M. until 10:03 P.M.

ADJOURNMENT

Moved by Weidenfeld, seconded by Stein, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The meeting was adjourned at 10:04 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 18th DAY OF February 2020

Village President

Minutes Acceptance: Minutes of Feb 3, 2020 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1311****Recommendation of Action**

Staff recommends approval.

Staff recommends approval of Warrant #1311 which totals \$3,102,621.42.

ATTACHMENTS:

- W#1311 SUMMARY (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Brett Robinson, Finance

Tuesday, February 18, 2020

VILLAGE OF BUFFALO GROVE WARRANT #1311
18-Feb-20

General Fund:	625,096.84
Parking Lot Fund:	6,157.50
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations	0.00
Capital Projects-Facilities:	14,051.10
Capital Projects-Streets:	22,538.32
Health Insurance Fund:	0.00
Facilities Development Debt Service Fund:	0.00
Retiree Health Savings (RHS):	55,086.13
Water Fund:	127,502.59
Buffalo Grove Golf Fund:	17.00
Arboretum Golf Fund:	0.00
Refuse Service Fund:	80,691.30
Information Technology Internal Service Fund:	47,819.06
Central Garage Internal Service Fund:	69,675.56
Building Maintenance Internal Service Fund:	73,575.49
	<u>1,122,210.89</u>
 PAYROLL PERIOD ENDING 01/23/2020	 1,002,891.17
PAYROLL PERIOD ENDING 02/06/2020	977,519.36
	<u>1,980,410.53</u>
 TOTAL WARRANT #1311	 <u><u>3,102,621.42</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#1311 SUMMARY (Warrant #1311)



Pay Day Register

Pay Date Range 01/06/20 - 01/19/20

Pay Batch 01/23/20

Employees in Pay Batch 239

Female Employees in Pay Batch 48

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Be
01 REG FT - Regular Full-Time	6,674.50	296,676.02	Gross	915,742.59
02 REG PT - Regular Part-Time	997.50	23,760.80	Federal	113,353.05
03 REG SEASONAL - Regular Seasonal	19.50	210.93	Social Security	23,772.61
04 REG SWORN - Regular Sworn	9,081.00	462,756.96	Medicare	12,697.58
05 OVERTIME - Overtime	819.25	50,693.32	IL State Tax	37,149.48
06 DOUBLE TIME - Double Time	-	-	WI State Tax	1,028.47
07 RETRO PAID - Retro Paid	-	55.20	Aflac	181.56
08 RETRO SW PAID - Retro Sworn Paid	-	-	Aflac Pre Tax	408.64
09 LONGEVITY - Longevity	-	10,800.00	BGHS School Fund	39.00
	-	-	BG Police Pension Purchase	200.00
10 ELECTED - Elected Officials	-	3,250.00	Bright Directions	30.00
101 COMP EX EARN - Exempt Comp Time	-	-	Child Support IL	2,957.84
Earned				
103 COMP NE PAID - Paid Non-Exempt Comp Time	10.00	417.00	Child Support WI	-
104 COMP NE EARN - Earned Non-Exempt Comp Time	98.25	-		-
105 COMP NE LOST - Non-Exempt Comp Time Lost	-	-	Computer Loan	384.60
106 COMP SW PAID - Sworn Comp Time Paid	59.25	3,056.06	Computer Loan 2	39.86
111 FLOAT SW ERN - Float Sworn Earned	488.00	-		-
112 FLOAT SW PD - Floating Sworn Paid	42.00	2,290.54	Dependent Care	1,939.61
115 DBL CMP EARN - Double Time Comp	-	-	Fire Dues	2,002.72
12 FIRE OT - Fire Overtime	-	17,337.34	Fire Pension	11,936.09
120 PARK STIPEND - Park District Stipend	-	-	Fire Pension - Tier 2	8,952.86
121 CAR ALLOW - Car Allowance	-	250.00	Fire Pension Supplement percent	41.85
				126,241.
122 INS REIMBURS - Insurance Reimbursement	-	-	Flexible Spending Account	6,627.16
123 GOLF STIPEND - Management Stipend	-	-	FPAC Dues	117.50
129 MANG STIPEND - Minutes for Planning and Zoning	-	-	General Fund	225.00
13 BONUS - Bonus Pay	-	-	Health HMO	2,390.26
13 POLICE OT - Police Stipend Pay	4.00	129.75	Health PPO A	20,509.28
20 ACT LT - Acting Lieutenant	128.00	254.72	ICMA/RC - Flat Amount	11,495.77
21 ACT SC - Acting Shift Commander	24.00	54.72	ICMA/RC - Flat Amount 2	9,873.08
22 CORP FIELD - Corporal Field Supervisor	-	-	ICMA/RC - Percent	10,079.14
				169,860.
24 FTO - Field Training Officer	142.50	712.50	ICMA/RC - Percent 2	5,864.73
25 NIGHT SHIFT - Night Shift	573.50	573.50	ICMA/RC - Flat Amount 3	-
26 SGT WATCH - Sergeant Watch Commander	-	-	IMRF	13,326.75
				47,259.
30 PARK DISTRICT - Police Park District	-	-	IMRF Life Insurance	320.00
31 CPR - CPR	-	267.26		-
50 VAC PAID - Vacation Paid	249.50	12,741.07	IMRF TIER 2	3,404.96
51 VAC EARNED - Vacation Earned	12,904.00	-		-
52 MPD - Management Personal Day	8.00	693.16		-
	-	-	IMRF Voluntary %	3,821.21
53 VAC PAYOUT - Vacation Payout	-	-	IMRF Voluntary	465.00
54 VAC SW PAID - Vacation Sworn Paid	190.50	10,539.70	IRS Garnishment	-
55 VAC SW EARNED - Vacation Sworn Earned	9,112.00	-	Optional Life Self	572.66
56 MPD EARNED - Management Personal Day	536.00	-		
57 VAC SW PAYOUT - Vacation Sworn Payout	-	-	Police Dues	900.00
58 VAC PT PAID - Vacation Part Time Paid	16.00	441.49		-
59 VAC PT EARNED - Vacation Part Time Earned	187.00	-	Police Pension	19,445.09
70 SICK PAID - Sick Paid	234.00	10,588.98	Police Pension - Tier 2	6,798.67

Attachment: W#1311 SUMMARY (Warrant #1311)



Pay Day Register

Pay Date Range 01/06/20 - 01/19/20

Pay Batch 01/23/20

71 SICK EARNED - Sick Earned	6,880.00	-	PPOA TAX	-
72 SICK LOST - Sick Lost	8.00	-		
74 SICK SW PAID - Sick Sworn Paid	118.50	6,071.00	RHS	4,236.65
75 SICK SW EARN - Sick Sworn Earned	4,880.00	-	ROTH IRA	4,818.65
90 FLOAT PAID - Floating Paid	24.00	1,120.57	ROTH IRA Percent	880.56
	-	-	ROTHA IRA 2	1,052.69
	-	-	ROTH IRA Percent 2	94.13
91 FLOAT EARNED - Floating Earned	688.00	-	Spousal Support Maintenance	339.23
	-	-	Trustmark Accidental	96.86
	-	-	Trustmark Critical/Cancer	63.49
	-	-	Trustmark Universal Life	213.46
94 FLOAT PT EARN - Float Part-Time Earned	40.00	-	United Way	-
99 HOL FIRE PAID - Holiday Fire Sworn Paid	-	-		

Total	55,236.75	\$	915,742.59	Net \$	570,594.79
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Total Payroll Expense \$ 1,002,891.17

Benefits	Amount
Basic Life Insurance	72.38
Dental	24,848.42
Fire Pension	88,982.37
Health HMO	13,545.25
Health PPO A	116,221.01
Illinois Municipal Fund	50,678.39
Police Pension	105,993.19
Vision	888.86
Total	401,229.87

Gross Payroll	1,058,205.97
Water/Sewer Transfer	(54,184.00)
Buffalo Grove Golf Transfer	(8,321.06)
Arboretum Golf Transfer	(2,683.50)
	993,017.41

Transfers	
Payroll Account Transfer	570,594.79
ROTH IRA	6,846.03
Illinois State Tax	37,149.48
941 Federal Tax	186,293.43
ICMA Deferred Compensation	37,312.72
RHS - Fire	4,236.65
Flex/Dep Savings	8,566.77
MAP Dues	900.00
Trustmark Voluntary Benefit	373.81
Police Pension	26,243.76
Fire Pension	20,930.80

899,448.24

Attachment: W#1311 SUMMARY (Warrant #1311)



Pay Day Register

Pay Date Range 01/20/20 - 02/02/20

Pay Batch 02/06/20

Employees in Pay Batch 231

Female Employees in Pay Batch 44

Hours Description	Hours	Gross	Withholdings and Deductions	Gross Be
01 REG FT - Regular Full-Time	6,079.25	270,067.73	Gross	894,519.00
02 REG PT - Regular Part-Time	883.75	21,876.83	Federal	109,926.04
03 REG SEASONAL - Regular Seasonal	24.00	250.94	Social Security	22,319.24
04 REG SWORN - Regular Sworn	9,083.75	463,235.75	Medicare	12,393.87
05 OVERTIME - Overtime	561.75	34,969.37	IL State Tax	36,183.22
06 DOUBLE TIME - Double Time	6.50	642.19	WI State Tax	915.24
07 RETRO PAID - Retro Paid	-	-	Aflac	181.56
08 RETRO SW PAID - Retro Sworn Paid	-	-	Aflac Pre Tax	408.64
09 LONGEVITY - Longevity	-	-	BGHS School Fund	39.00
	-	-	BG Police Pension Purchase	200.00
10 ELECTED - Elected Officials	-	-	Bright Directions	30.00
101 COMP EX EARN - Exempt Comp Time	-	-	Child Support IL	2,957.84
Earned				
103 COMP NE PAID - Paid Non-Exempt Comp Time	30.00	1,000.17	Child Support WI	-
104 COMP NE EARN - Earned Non-Exempt Comp Time	48.00	-		-
105 COMP NE LOST - Non-Exempt Comp Time Lost	-	-	Computer Loan	384.60
106 COMP SW PAID - Sworn Comp Time Paid	-	-	Computer Loan 2	39.86
112 FLOAT SW PD - Floating Sworn Paid	32.00	1,835.41	Dependent Care	1,939.61
115 DBL CMP EARN - Double Time Comp	2.00	-	Fire Dues	2,002.72
12 FIRE OT - Fire Overtime	-	10,023.54	Fire Pension	12,171.14
120 PARK STIPEND - Park District Stipend	-	-	Fire Pension - Tier 2	9,322.24
121 CAR ALLOW - Car Allowance	-	250.00	Fire Pension Supplement percent	47.82
122 INS REIMBURS - Insurance Reimbursement	-	-	Flexible Spending Account	6,537.16
123 GOLF STIPEND - Management Stipend	-	-	FPAC Dues	117.50
129 MANG STIPEND - Minutes for Planning and Zoning	-	-	General Fund	225.00
13 BONUS - Bonus Pay	-	-	Health HMO	2,390.26
13 POLICE OT - Police Stipend Pay	-	-	Health PPO A	20,462.60
20 ACT LT - Acting Lieutenant	213.00	423.87	ICMA/RC - Flat Amount	11,445.77
21 ACT SC - Acting Shift Commander	-	-	ICMA/RC - Flat Amount 2	9,873.08
22 CORP FIELD - Corporal Field Supervisor	-	-	ICMA/RC - Percent	10,452.21
24 FTO - Field Training Officer	127.50	637.50	ICMA/RC - Percent 2	6,332.71
25 NIGHT SHIFT - Night Shift	799.75	799.75	ICMA/RC - Flat Amount 3	-
26 SGT WATCH - Sergeant Watch Commander	-	-	IMRF	12,534.56
50 VAC PAID - Vacation Paid	194.00	8,081.33	IMRF TIER 2	3,407.74
52 MPD - Management Personal Day	-	-	IMRF Voluntary %	3,718.68
53 VAC PAYOUT - Vacation Payout	-	-	IMRF Voluntary	465.00
54 VAC SW PAID - Vacation Sworn Paid	162.25	9,358.10	IRS Garnishment	-
55 VAC SW EARNED - Vacation Sworn Earned	-	-	Optional Life Self	572.66
57 VAC SW PAYOUT - Vacation Sworn Payout	-	-	Police Dues	880.00
59 VAC PT EARNED - Vacation Part Time Earned	-	-	Police Pension	19,467.93
70 SICK PAID - Sick Paid	264.75	13,652.27	Police Pension - Tier 2	7,284.88
74 SICK SW PAID - Sick Sworn Paid	82.00	4,260.84	RHS	4,246.48
75 SICK SW EARN - Sick Sworn Earned	-	-	ROTH IRA	4,793.65
90 FLOAT PAID - Floating Paid	40.00	1,477.95	ROTH IRA Percent	838.42
	-	-	ROTHA IRA 2	1,252.69
	-	-	ROTH IRA Percent 2	90.78
91 FLOAT EARNED - Floating Earned	-	-	Spousal Support Maintenance	339.23
	-	-	Trustmark Accidental	96.86

Attachment: W#1311 SUMMARY (Warrant #1311)



Pay Day Register

Pay Date Range 01/20/20 - 02/02/20

Pay Batch 02/06/20

	-	-	Trustmark Critical/Cancer	63.49
	-	-	Trustmark Universal Life	213.46
94 FLOAT PT EARN - Float Part-Time Earned	-	-	United Way	80.00

96 HOL PAID - Holiday Paid	680.00	32,040.98
97 HOL POL PAID - Holiday Police Sworn Paid	235.25	11,263.41
98 HOL PT PAID - Holiday Part Time Paid	41.00	1,043.63
99 HOL FIRE PAID - Holiday Fire Sworn Paid	-	7,327.44

Total	19,590.50	\$ 894,519.00	Net \$ 554,873.56
--------------	------------------	----------------------	--------------------------

Total Payroll Expense \$ 977,519.00

Benefits	Amount
Basic Life Insurance	73.97
Dental	24,790.50
Fire Pension	92,140.91
Health HMO	13,545.25
Health PPO A	115,956.47
Illinois Municipal Fund	48,287.25
Police Pension	108,833.56
Vision	886.65
Total	404,514.56

Gross Payroll	1,038,065.67
Water/Sewer Transfer	(52,122.74)
Buffalo Grove Golf Transfer	(8,364.15)
Arboretum Golf Transfer	(2,840.89)
	974,737.89

Transfers	Amount
Payroll Account Transfer	554,873.56
ROTH IRA	6,975.54
Illinois State Tax	36,183.22
941 Federal Tax	179,352.26
ICMA Deferred Compensation	38,103.77
RHS - Fire	4,246.48
Flex/Dep Savings	8,476.77
MAP Dues	880.00
Trustmark Voluntary Benefit	373.81
Police Pension	26,752.81
Fire Pension	21,541.20

877,759.42

Attachment: W#1311 SUMMARY (Warrant #1311)

Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 01/29/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1695 - Operating						
EFT	01/29/2020	9434	Accounts Payable	Vicarious Productions, Inc.	071025661 / 4810859053	5,990.00
	Invoice		Date	Description		Amount
	4410		12/31/2019	Supp.Billing-Welcome BG Postcards & Give Thanks Video		1,340.00
	4409		01/28/2020	January 2020 Monthly Communications Consulting & Projects		4,650.00
1695 Operating Totals:						\$5,990.00
EFTs:						1
						\$5,990.00

Village of Buffalo Grove

Accounts Payable Post Listing

3.A.a

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received	Confirming	Notes	Amounts
Batch Department: Finance Finance									
1355 - Vantage Point Transfer Agent	RHS013020SEPOT	RHS Sick Leave Conversion: Sepot (1698.25*32.437)@100%	01/30/2020	01/30/2020	01/30/2020	Manual Wire Transfer for RHS: J. Sepot		No	Gross: 55,086.13
Invoice Department: Finance Finance									
Vantage Point Transfer Agent		Check Sort Code:	Bank Account: Operating						
ICMA/RC #800047		Check Code:	Invoice Terms:						
All First Bank		Manual Check: Confirming EFT	Hold Reason:						
P.O. Box 64636		Check Number: 9435							
Baltimore, MD 21264-4636									
			Freight:						0.00
			State Tax:						0.00
			County Tax:						0.00
			Local/City Tax:						0.00
			Discount:						0.00
			Retainage:						0.00
			Net Amount:						\$55,086.13

Detail:	P.O. Number	C/D/E/T/A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/N/N/N/N/N	Item-Miscellaneous - RHS Sick Leave Conversion: Sepot (1698.25*32.437)@100%	1,698.2500	Each	32.4370	55,086.14
		N/N/N/N/N/N	Item-Miscellaneous - Rounding	1.0000	Each	(0.0100)	(0.01)
Total Invoice Items:	2		Invoice Amount Expended:		Invoice Amount Unencumbered:	\$0.00	

Batch Total Invoices:	1
Batch Total Gross:	\$55,086.13
Batch Total Freight:	\$0.00
Batch Total State Tax:	\$0.00
Batch Total County Tax:	\$0.00
Batch Total Local/City Tax:	\$0.00
Batch Total Discount:	\$0.00
Batch Total Retainage:	\$0.00
Batch Total Net:	\$55,086.13
Batch Total Unencumbered:	\$0.00
Grand Total Invoices:	1
Grand Total Gross:	\$55,086.13
Grand Total Freight:	\$0.00
Grand Total State Tax:	\$0.00
Grand Total County Tax:	\$0.00

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Attachment: W#1311 SUMMARY (Warrant #1311)

Accounts Payable Post Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
								Grand Total Local/City Tax:	\$0.00
								Grand Total Discount:	\$0.00
								Grand Total Retainage:	\$0.00
								Grand Total Net:	\$55,086.13
								Grand Total Unencumbered:	\$0.00

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Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/04/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1695 - Operating						
Check	02/04/2020	33915	Accounts Payable	Advanced Weighing Systems		200.00
	Invoice		Date	Description		Amount
	27503		02/03/2020	Re-certification of wheel load scale -580.30		200.00
Check	02/04/2020	33916	Accounts Payable	Ahead of Our Time Publishing, Inc.		500.00
	Invoice		Date	Description		Amount
	12119		01/30/2020	March 2020 - February 2021 Subscription		500.00
Check	02/04/2020	33917	Accounts Payable	AMERI-TEX, INC.		15.75
	Invoice		Date	Description		Amount
	128252		01/27/2020	Name and Village Logos		15.75
Check	02/04/2020	33918	Accounts Payable	American Society of Civil Engineers - Illinois Sec		30.00
	Invoice		Date	Description		Amount
	3880121119		12/31/2019	Civil Engineer II Website Link Advertisement		30.00
Check	02/04/2020	33919	Accounts Payable	Anderson Pest Control		540.00
	Invoice		Date	Description		Amount
	5468729		01/02/2020	Sta.27 Annual Billing for service-Jan.2020-2021		540.00
Check	02/04/2020	33920	Accounts Payable	ArchiveSocial, Inc.		4,788.00
	Invoice		Date	Description		Amount
	9663		01/01/2020	Standard Package Archiving Monthly Records: 1/1/20 - 1/31/21		4,788.00
Check	02/04/2020	33921	Accounts Payable	AT & T Mobility		42.02
	Invoice		Date	Description		Amount
	X02032020		01/25/2020	Wireless Acct #287295423627 January 2020 - OVM		42.02
Check	02/04/2020	33922	Accounts Payable	B & F CONSTRUCTION CODE SERVICES, INC.		120.00
	Invoice		Date	Description		Amount
	12264		12/31/2019	December Plumbing Inspection Services		120.00
Check	02/04/2020	33923	Accounts Payable	Banner Plumbing Supply Co., Inc.		1,369.16
	Invoice		Date	Description		Amount

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Attachment: W#1311 SUMMARY (Warrant #1311)

Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/04/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	2587446		01/28/2020	Station 26 materials		20.25
	2588816		01/28/2020	Station 26 materials		9.82
	2585182		01/30/2020	air line for the water garage		891.80
	2585175		01/30/2020	Station 25 HVAC materials		313.08
	2587964		01/30/2020	PD materials		278.71
	2585831		01/31/2020	FD 25 materials		25.87
	C147485		01/31/2020	return of materials		(313.08)
	2586186		01/31/2020	Village Hall Toilet seat		29.57
	2586194		01/31/2020	PW materials		113.14
Check	02/04/2020	33924	Accounts Payable	BG FIT LLC		1,418.63
	Invoice		Date	Description		Amount
	2019-00061165		12/31/2019	Escrow Reimbursement for BG Fit LLC: 723 Hastings		1,418.63
Check	02/04/2020	33925	Accounts Payable	Botts Welding & TRK Serv, Inc.		327.20
	Invoice		Date	Description		Amount
	657277		01/22/2020	422 & 439 18" SS Steel Plates		327.20
Check	02/04/2020	33926	Accounts Payable	Buffalo Grove Lincolnshire Chamber of Commerce		355.00
	Invoice		Date	Description		Amount
	2373		01/13/2020	2020 Membership Meeting Members Fee		120.00
	2503		01/20/2020	2020 Classic Membership Non-profit, Education, Government		235.00
Check	02/04/2020	33927	Accounts Payable	Civiltech Engineering, Inc.		17,374.34
	Invoice		Date	Description		Amount
	3323-12		12/31/2019	Brandywn Ln-Deerfield Pkwy to Prairie Rd-Partial Reimbursement		6,301.28
	3350-09		12/31/2019	Thompson Blvd-Federal Share \$290,841.08		7,358.00
	2774-73		12/31/2019	Lake Cook Rd Phase II 12/1/19-12/27/19		3,715.06
Check	02/04/2020	33928	Accounts Payable	Clifford-Wald		112.12
	Invoice		Date	Description		Amount
	IN00119024		01/27/2020	36" x 150' 20# Bond Plotter Paper		112.12
Check	02/04/2020	33929	Accounts Payable	Comcast		862.20
	Invoice		Date	Description		Amount
	011420-021320		01/07/2020	Comcast Consolidation Bill:01/14/20-02/13/20;8771 01 001 0001096		727.22

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Attachment: W#1311 SUMMARY (Warrant #1311)

Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/04/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	46RAUPPFEB2020		01/25/2020	46 Raupp Blvd PD 8771 10 120 0025290 February 2020		109.63
	PDFEB2020		01/22/2020	Police Dept: 8771 10 120 0025274 February 2020		14.79
	BGGCJAN2020		01/16/2020	48 Raupp BGGC 8771 10 120 0512297 January 2020		10.56
	02/04/2020	33930	Accounts Payable	ComEd		1,182.79
	Invoice		Date	Description		Amount
Check	7203110068Dec19		12/31/2019	Energy-Electrical		278.83
	5140125010Dec19		12/31/2019	Energy-Electrical		25.54
	1431068086Dec19		12/31/2019	Energy-Electrical		130.89
	4763156103Dec19		12/31/2019	Energy-Electrical		608.76
	0623041092Dec19		12/31/2019	Energy-Electrical		138.77
Check	02/04/2020	33931	Accounts Payable	ComEd		8,756.20
	Invoice		Date	Description		Amount
	5491023034Dec19		12/31/2019	Energy-Electrical		67.30
	0307039103Dec19		12/31/2019	Energy-Electrical		7,103.70
	3108029011Dec19		12/31/2019	Energy-Electrical		1,585.20
Check	02/04/2020	33932	Accounts Payable	Constellation NewEnergy Inc.		31,471.01
	Invoice		Date	Description		Amount
	16469073401		12/31/2019	Commerce Metra Dec 2019		1,384.80
	16469023201		12/31/2019	Johnson Lift Station Dec 2019		247.48
	16469000001		12/31/2019	COTL Lift Station Dec 2019 (226 E Lake)		260.85
	16469022701		12/31/2019	Cambridge Lift Station Dec 2019		279.94
	16469030801		12/31/2019	OTP Lift Station Dec 2019 (50 Raupp)		311.64
	16469071701		12/31/2019	Weidner Lift Station Dec 2019		378.95
	16468994501		12/31/2019	Raupp Lift Station Dec 2019 (154 Raupp)		393.13
	16469031601		12/31/2019	Raupp BGGC Dec 2019 (48 Raupp)		4,434.55
	16481487601		12/31/2019	Linden LiftStation Dec 2019		424.59
	16469026801		12/31/2019	Golfview Lift Station Dec 2019		568.31
	16469065701		12/31/2019	BG Rd Rotary Village Green Dec 2019		84.57
	16468996701		12/31/2019	345 AH Rd Well #1 Pump Station Dec 2019		1,493.20
	16469044201		12/31/2019	Horatio Well #6 Pump Station Dec 2019		4,905.81
	16458785101		12/31/2019	Half Day Arboretum Dec 2019		4,231.68
	16458852501		12/31/2019	Prairie Lift Station Dec 2019		235.30
	16458766801		12/31/2019	Brandywyn Lift Station Dec 2019		398.62

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Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/04/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	16458782801		12/31/2019	511 AH Rd Well #2 Pump Station Dec 2019		3,087.96
	16458816701		12/31/2019	LaSalle Well #7 Pump Station Dec 2019		7,807.09
	16458780601		12/31/2019	Palazzo Lift Station Dec 2019		434.99
	16458826901		12/31/2019	Port Clinton Lift Station Dec 2019		107.55
Check	02/04/2020	33933	Accounts Payable	Cook County Treasurer		2,565.01
	Invoice		Date	Description		Amount
Check	2019-4		12/31/2019	Traffic Signal Maintenance-4th Quarter		2,565.01
	02/04/2020	33934	Accounts Payable	Crystal Management & Maintenance Services Corp.		8,735.00
Check	Invoice		Date	Description		Amount
	02/04/2020	33935	Accounts Payable	CUMMINS INC.		481.60
Check	Invoice		Date	Description		Amount
	F2-42930		01/14/2020	224 Service Call		481.60
Check	02/04/2020	33936	Accounts Payable	Currie Motors		34,132.00
	Invoice		Date	Description		Amount
Check	E7466		12/31/2019	Fire Fleet Replacement 2019		34,132.00
	02/04/2020	33937	Accounts Payable	DALTON , KYLE		65.00
Check	Invoice		Date	Description		Amount
	KD01082020		01/09/2020	Reimburse for FD gym shoes		65.00
Check	02/04/2020	33938	Accounts Payable	EL-Cor Industries, Inc.		1,206.50
	Invoice		Date	Description		Amount
	110035		12/19/2019	VOBG Stock		6.50
	110036		12/19/2019	VOBG Shop Tool		59.84
	110217		01/02/2020	VOBG Stock		21.00
	110258		01/07/2020	299 Grill Strobe		208.90
	110287		01/10/2020	VOBG Stock & Supply		304.01
	110286		01/10/2020	VOBG Supply		155.56
	110288		01/10/2020	299 Breaker		30.94
	110345		01/15/2020	Water Request		93.70
	110344		01/15/2020	VOBG Stock & Supply		234.17

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Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/04/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	110285			Plumbing parts		91.88
	02/04/2020	33939	Accounts Payable	Firestone		1,288.88
	Invoice		Date	Description		Amount
Check	204316			722 Replacement Tires		503.84
	204207			VOBG Stock Police Tires		785.04
	02/04/2020	33940	Accounts Payable	Fleet Safety Supply		2,225.14
Check	74142			Intercom system		2,225.14
	02/04/2020	33941	Accounts Payable	Henry Schein, Inc.		138.00
	Invoice		Date	Description		Amount
Check	73132446			Mega Mover Transport Chair (EMS)		138.00
	02/04/2020	33942	Accounts Payable	Illinois Department of Public Health		100.00
	Invoice		Date	Description		Amount
Check	BGFD-8179			BGFD License Renewal for 4 Ambulances		100.00
	02/04/2020	33943	Accounts Payable	Illinois Secretary of State		151.00
	Invoice		Date	Description		Amount
Check	012720LICENSE746			Plate Renewal		151.00
	02/04/2020	33944	Accounts Payable	Illinois Society of Fire Service Instructors		600.00
	Invoice		Date	Description		Amount
Check	Conf-Beckman2020			Instructors Conference 2020-B.Beckman		200.00
	Conf-Rusin-2020			Instructors Conference 2020-S.Rusin		200.00
	Conf-Collins2020			Instructors Conference 2020-S.Collins		200.00
Check	02/04/2020	33945	Accounts Payable	IPMA-HR		156.00
	Invoice		Date	Description		Amount
Check	INV-52327-Y6V8X8			Standard Individual Membership 4/1/2020 - 3/31/2021		156.00
	02/04/2020	33946	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS		3,511.66
	Invoice		Date	Description		Amount
	32029685			JCI Job for new Police Interview Room		1,741.18
	12/31/2019					

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Attachment: W#1311 SUMMARY (Warrant #1311)

Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/04/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	32534592		12/31/2019	Interview room at Police Final		1,741.19
	33717016		01/11/2020	Qirly Alarm Billing PD 02/01/20-04/30/20 Cust# 01300 133249380		29.29
	02/04/2020	33947	Accounts Payable	JULIE, Inc.		11,247.12
	Invoice		Date	Description		Amount
Check	2020-0210		01/27/2020	2020 Annual Assessment Invoice		11,247.12
	02/04/2020	33948	Accounts Payable	K-TECH SPECIALTY COATINGS, INC.		13,064.00
	Invoice		Date	Description		Amount
Check	202001-K0003		01/30/2020	Beet Heet Concentrate		13,064.00
	02/04/2020	33949	Accounts Payable	KATHLEEN FIELD ORR & ASSOCIATES		814.00
	Invoice		Date	Description		Amount
Check	16094		12/31/2019	Prep. of Docs for Regist. w/the IL Attorney General on 12/26/19		814.00
	02/04/2020	33950	Accounts Payable	Kelly P. Reynolds & Associates		75.00
	Invoice		Date	Description		Amount
Check	2020		01/30/2020	2020 Subscription Renewal		75.00
	02/04/2020	33951	Accounts Payable	Lake County Municipal League		45.00
	Invoice		Date	Description		Amount
Check	1200013020		01/29/2020	LCML 2/8/2020 Legislative Breakfast		45.00
	02/04/2020	33952	Accounts Payable	Laner Muchin, Ltd.		13,306.08
	Invoice		Date	Description		Amount
Check	578666		12/31/2019	Legal Services through 12/20/19		13,306.08
	02/04/2020	33953	Accounts Payable	Lund Industries		382.00
	Invoice		Date	Description		Amount
Check	96225		01/06/2020	299 Speaker and Strobe		220.00
	96223		01/06/2020	299 LED Strobe & One 43101		162.00
	02/04/2020	33954	Accounts Payable	Menards - Long Grove		1,441.43
	Invoice		Date	Description		Amount
	20646		12/31/2019	work bench		208.45
	20581		12/31/2019	shelf		94.74
	22221		01/24/2020	Misc. items for FD station 26		24.67

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Attachment: W#1311 SUMMARY (Warrant #1311)

Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/04/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	22146		01/28/2020	PD door repairs		168.56
	21628		01/28/2020	BGGC materials		94.94
	21552		01/28/2020	PW materials		18.26
	21559		01/28/2020	Station 25 door repairs		354.44
	22245		01/28/2020	paint for PW		112.87
	21696		01/28/2020	PW materials		34.78
	21180		01/30/2020	PW materials		5.98
	21150		01/30/2020	PD materials		11.96
	21151		01/30/2020	PW materials		38.38
	21310		01/30/2020	PW materials		12.89
	20750		01/30/2020	PW materials		30.20
	22145		01/31/2020	PD materials		79.96
	22206		01/31/2020	PD materials		34.99
	22010		01/31/2020	PW materials		54.46
	21095		01/31/2020	PW materials		15.91
	21256		01/31/2020	FD 27 materials		44.99
Check	02/04/2020	33955	Accounts Payable	MIDWEST LEADERSHIP INSTITUTE		10,350.00
	Invoice		Date	Description		Amount
	00170		01/01/2020	Spring 2020 Seminar Registration Fee		10,350.00
Check	02/04/2020	33956	Accounts Payable	Midwest Printing & Imaging		176.55
	Invoice		Date	Description		Amount
	50261		02/04/2020	Envelopes		176.55
Check	02/04/2020	33957	Accounts Payable	Morton Salt, Inc		13,509.96
	Invoice		Date	Description		Amount
	5402015193		01/30/2020	Salt Order LC 55% to complete 100% 19-20		13,509.96
Check	02/04/2020	33958	Accounts Payable	Napa Auto Parts - Prospect Hts		69.62
	Invoice		Date	Description		Amount
	3563-257225		01/08/2020	235 AB Antifreeze		47.24
	3563-258512		01/13/2020	VOBG Stock		22.38
Check	02/04/2020	33959	Accounts Payable	National Business Furniture, LLC		1,303.14
	Invoice		Date	Description		Amount

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Attachment: W#1311 SUMMARY (Warrant #1311)

Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/04/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	ZK079059OFF					
	02/04/2020	33960	Accounts Payable	Chairs with no arms for roll call room - 510.55		1,303.14
	Invoice		Date	Newark Element14		119.06
Check	32347670					
	02/04/2020	33961	Accounts Payable	generator lighting		119.06
	Invoice		Date	North East Multi-Regional Training, Inc.		4,250.00
Check	261186					
	02/03/2020			Staff & Command School - Horbus & Shipman -505.10		3,800.00
	268736			DWI Detection and SFST Instructor Class - 505.10		450.00
Check	02/04/2020	33962	Accounts Payable	North Shore Gas		2,090.28
	Invoice		Date			
	Sin 27 Dec19					
	Arb Main Dec19			Energy-Natural Gas		89.12
	Arbor Dec19			Energy-Natural Gas		481.54
	Metra Dec19			Energy-Natural Gas		1,287.42
Check	02/04/2020	33963	Accounts Payable	851 Krause Dr: Acct# 0610309755-00003 December 2019		157.58
	Invoice		Date	Northern Illinois Police Alarm System		74.62
	13229					
Check	02/03/2020			2020-2021 Membership Assessment -510.66		6,335.00
	13231			2020-21 Mobile Field Force & Communication Assessment - 510.66		400.00
	13230			2020-2021 Emergency Services Team Assessment - 510.66		1,135.00
Check	02/04/2020	33964	Accounts Payable	Northwest Community Hospital		4,800.00
	Invoice		Date			
	19400					90.00
Check	02/04/2020	33965	Accounts Payable	DS, CRL DOT Panel		90.00
	Invoice		Date	Northwest Community Hospital EMS		1,696.56
	BGFD-2019					
Check	02/04/2020	33966	Accounts Payable	2019 Annual Fees/Image Trend PCR's,Licenses/Keys,Website support		1,696.56
	Invoice		Date	Northwest Municipal Conference		150.00
	10618					
Check	02/04/2020	33967	Accounts Payable	2020 NWMC Brunch		150.00
	Invoice		Date	Partners and Paws Veterinary Services		791.56
	02/04/2020					

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Attachment: W#1311 SUMMARY (Warrant #1311)

Village of Buffalo Grove
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 Bank Account: 1695 - Operating
 Batch Date: 02/04/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
Check	71578		02/03/2020	Annual Exam and Vaccinations for K9 Hogyn - 510.41		791.56
	02/04/2020	33968	Accounts Payable	Patrick Dinsmore		65.00
	Invoice			Description		Amount
Check	PD12302019		12/30/2019	FD reimburse for gym shoes		65.00
	02/04/2020	33969	Accounts Payable	Pirtek O'Hare		411.15
	Invoice			Description		Amount
Check	OH-T00000961		01/13/2020	VOBG Stock & Th1 Hose		411.15
	02/04/2020	33970	Accounts Payable	RATIO Architects, Inc.		14,051.10
	Invoice			Description		Amount
Check	19119.000-28293		12/31/2019	Comprehensive Plan		14,051.10
	02/04/2020	33971	Accounts Payable	Rotary Club of Buffalo Grove		203.00
	Invoice			Description		Amount
Check	4212		12/31/2019	Third Quarter Membership Dues and Luncheon 12-26-19		203.00
	02/04/2020	33972	Accounts Payable	Rush Truck Centers of Illinois		371.52
	Invoice			Description		Amount
Check	3016922712		10/15/2019	Return Credit		(99.80)
	3017031998		10/24/2019	Return Credit		(27.48)
	3017303219		11/14/2019	VOBG Stock		85.80
	3017994227		01/17/2020	435 Injector Harness		413.00
	02/04/2020	33973	Accounts Payable	RYGIEL , ANDREW		48.91
	Invoice			Description		Amount
Check	SFST206011320		02/03/2020	Per Diem - SFST Instructor Class - Rygjel -505.10		48.91
	02/04/2020	33974	Accounts Payable	The Finer Line, Inc		1,305.17
	Invoice			Description		Amount
	72190		02/03/2020	Anniversary Plaque for Volunteers - 580.05		163.60
	72093		02/03/2020	Shadow Box - Halverson - 510.60		335.19
	72090		02/03/2020	Dattilo's Shadow Box - 510.60		436.19
	72091		02/03/2020	Hamelberg's Shadowbox - 580.05		370.19

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Village of Buffalo Grove
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	02/04/2020	33975	Accounts Payable	The Virtus Group, Inc.		4,190.00
	Invoice		Date	Description		Amount
	1190		01/14/2020	Leadership Assessments/Seminar/Coaching (Lieutenant)		4,190.00
Check	02/04/2020	33976	Accounts Payable	Thomson Reuters		334.90
	Invoice		Date	Description		Amount
	841586669		12/31/2019	West Information Charges 12/11/19 - 12/31/19		334.90
Check	02/04/2020	33977	Accounts Payable	Transchicago Truck Group		248.76
	Invoice		Date	Description		Amount
	2212297		01/16/2020	225 Hood Strut		248.76
Check	02/04/2020	33978	Accounts Payable	Transchicago Truck Group		52.92
	Invoice		Date	Description		Amount
	3224082		01/22/2020	414 Pre-Heater Harness		52.92
Check	02/04/2020	33979	Accounts Payable	Treeforms, Inc.		10,595.00
	Invoice		Date	Description		Amount
	11866		12/31/2019	Lockers for Fire Station 26		10,595.00
Check	02/04/2020	33980	Accounts Payable	UPS Freight		14.91
	Invoice		Date	Description		Amount
	0000R6W487030		02/03/2020	Shipment fees to CA and DC - 510.44		14.91
Check	02/04/2020	33981	Accounts Payable	Verizon Wireless		9,039.62
	Invoice		Date	Description		Amount
	9846803616		01/21/2020	Verizon Cell Phone Acct 685082005-00001 Dec 22 - Jan 21 2020		9,039.62
Check	02/04/2020	33982	Accounts Payable	Village of Buffalo Grove Fire Petty Cash		101.93
	Invoice		Date	Description		Amount
	FDPEPTY012920		01/29/2020	Fire Dept Petty Cash 01/29/20		101.93
Check	02/04/2020	33983	Accounts Payable	VISION SERVICE PLAN		2,336.29
	Invoice		Date	Description		Amount
	808450343		01/17/2020	Employee Vision Benefits February 2020		2,336.29
Check	02/04/2020	33984	Accounts Payable	Weich Bros., Inc.		681.00

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Village of Buffalo Grove
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3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	3074207		01/27/2020	Replaced inlet in Cambridge Sub. and Supplies		681.00
	02/04/2020	33985	Accounts Payable	Zep Sales & Service		590.37
Check	Invoice			Description		Amount
	9004712189		11/13/2019	FD Station floor soap/cleaner		590.37
	02/04/2020	33986	Accounts Payable	Magic Dreams Productions		1,600.00
Check	Invoice			Description		Amount
	687		01/06/2020	Video Coverage of Village Meeting 1/6/2020		800.00
	689		01/21/2020	Video Coverage of Village Meeting 1/21/2020		800.00
Check	Invoice			Description		Amount
	02/04/2020	33987	Accounts Payable	Gasvoda & Associates, Inc.		2,033.60
Check	Invoice			Description		Amount
	INV1902460		12/31/2019	check valves station 6		2,033.60
	02/04/2020	33988	Accounts Payable	All Traffic Solutions, Inc.		5,275.00
EFT	Invoice			Description		Amount
	SIN024622		02/03/2020	App. Traffic Suite for 24 mths - 100.70.40.245.05		5,275.00
	02/04/2020	9436	Accounts Payable	303 Taxi & Flash Cab	071923909 / 069249288	20.00
EFT	Invoice			Description		Amount
	62162		12/31/2019	Taxi Service for 8 Coupons for 11/19 through 12/19		20.00
	02/04/2020	9437	Accounts Payable	Advance Auto Parts	111000012 / 4427587364	103.82
EFT	Invoice			Description		Amount
	7134001342387		01/13/2020	408 Cam Shaft Solenoids		86.90
	7134002342936		01/23/2020	VOBG Stock		16.92
EFT	Invoice			Description		Amount
	02/04/2020	9438	Accounts Payable	Air One Equipment, Inc.	071000505 / 2900547	375.00
EFT	Invoice			Description		Amount
	152304		01/15/2020	Filter kit adapter assy, G1 facepiece		375.00
	02/04/2020	9439	Accounts Payable	Airgas North Central	021000021 / 550372228	363.77
EFT	Invoice			Description		Amount
	9097001380		01/10/2020	FD Medical Oxygen		363.77
	02/04/2020	9440	Accounts Payable	Alexian Brothers Corporate Health Services	071000013 / 1039437	1,444.00

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Attachment: W#1311 SUMMARY (Warrant #1311)

Village of Buffalo Grove
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice			Description		Amount
	698200			12/31/2019	FD Pulmonary Function test-R.TwoBulls	66.00
	698236			12/31/2019	FD Pulmonary Function test-K.Gatto	66.00
	698284			12/31/2019	FD Pulmonary Function test-K.Ditthardt	66.00
	698483			12/31/2019	FD Pulmonary Function test-T.Petersen	66.00
	698578			12/31/2019	FD Pulmonary Function test-L.Lezon	66.00
	698710			12/31/2019	FD Pulmonary Function test-S.Dorsey	66.00
	698090			12/31/2019	FD Pulmonary Function test-J.Vena, Audio-W.Wagner	94.00
	698412			12/31/2019	FD Physical-G.Steadman	318.00
	698146			12/31/2019	FD Physical-D.Pasquarella	318.00
	698511			12/31/2019	FD Physical-A.Caballero	318.00
EFT	02/04/2020	9441	Accounts Payable	ALTORFER INDUSTRIES INC.	073000545 / 196475791113	6,638.02
	Invoice			Description		Amount
	P54C0148774			01/09/2020	218 Cooling System Parts	542.25
	PM600285650			11/22/2019	G19 Routine Maintenance, Repair and Load Testing	6,095.77
EFT	02/04/2020	9442	Accounts Payable	Arlington Heights Ford	071000013 / 0970645058	332.96
	Invoice			Description		Amount
	887819			01/24/2020	740 Spark Plug	4.49
	887816			01/24/2020	740 Coil	93.75
	886752			01/13/2020	VOBG Stock	225.42
	888066			01/28/2020	VOBG Stock	9.30
EFT	02/04/2020	9443	Accounts Payable	BLA, Inc	071102568 / 5400005038	3,625.00
	Invoice			Description		Amount
	20049-7			12/31/2019	University Drive Improvements Design and Construction Management	3,625.00
EFT	02/04/2020	9444	Accounts Payable	Bonnell Industries Inc.	071125891 / 300015336	1,469.94
	Invoice			Description		Amount
	190619-IN			12/21/2019	VOBG Stock Lights	1,469.94
EFT	02/04/2020	9445	Accounts Payable	Christopher B. Burke Engineering, LTD.	071923909 / 7244160953	2,757.77
	Invoice			Description		Amount
	155501			12/31/2019	NPDES MS4 Phase II Compliance Activities	2,757.77
EFT	02/04/2020	9446	Accounts Payable	Cintas Fire Protection	042000314 / 7025806311	945.21

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Village of Buffalo Grove
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	Invoice			Description		Amount
	0F94588417		01/28/2020	Ansul system inspection BGGC		510.73
	0F94588418		01/28/2020	Ansul inspection for Arbo		434.48
EFT	02/04/2020	9447	Accounts Payable	Ciorba Group Consulting Engineers	071925538 / 754274230	647.57
	Invoice			Description		Amount
	0024692		12/31/2019	Chatham Lift Station Design-Action No. 2608 3/18/2019		647.57
EFT	02/04/2020	9448	Accounts Payable	EIS - Elevator Inspection Services	071923909 / 7230299468	34.00
	Invoice			Description		Amount
	90244		01/30/2020	Elevator Reinspections Jan 17-18		34.00
EFT	02/04/2020	9449	Accounts Payable	Fire Service, Inc.	271973924 / 2000053717	1,033.20
	Invoice			Description		Amount
	31393		01/10/2020	235 Pump Test		250.00
EFT	31872		01/10/2020	235 Repairs		783.20
	02/04/2020	9450	Accounts Payable	FSCI	081904808 / 858000064052	440.00
	Invoice			Description		Amount
EFT	2020-8		01/30/2020	Fire Suppression plan review for 1410 Busch Pkwy		440.00
	02/04/2020	9451	Accounts Payable	Fulton Siren Services	071000013 / 827566006	456.95
	Invoice			Description		Amount
EFT	1651		01/08/2020	Monitoring Outdoor Siren System 1/1-12/31/2020		456.95
	02/04/2020	9452	Accounts Payable	G&M Trucking, Inc.	071922175 / 109874801	1,620.76
	Invoice			Description		Amount
EFT	35146		01/30/2020	CA-11 Gravel		1,620.76
	02/04/2020	9453	Accounts Payable	GovTempsUSA LLC	026007773 / 8250000026	13,891.43
	Invoice			Description		Amount
EFT	2952343		01/16/2020	Consultants - Temp. Finance Staff		6,280.75
	2934322		12/31/2019	Temporary Staffing: B. Nowak 12/8-12/15		5,103.84
	2943281		12/31/2019	Temporary Staffing: B. Nowak 12/16-12/22/2019		2,506.84
EFT	02/04/2020	9454	Accounts Payable	Grainger, Inc.	021052053 / 12442221	16,516.50
	Invoice			Description		Amount

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Village of Buffalo Grove
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	7078310120		01/15/2020	MRO Supplies		3,929.07
	7078560351		01/22/2020	MRO Supplies		719.06
	7079150038		01/15/2020	MRO Supplies		11,868.37
EFT	02/04/2020	9455	Accounts Payable	Granicus, LLC	022000020 / 269099115	1,007.85
	Invoice		Date	Description		Amount
	122012		01/01/2020	Minute Trq: Agenda & Minutes Monthly Subscription January 2020		1,007.85
EFT	02/04/2020	9456	Accounts Payable	Henning Brothers, Inc.	071925538 / 4161306	103.04
	Invoice		Date	Description		Amount
	0000412260		01/28/2020	PD key replacement		52.39
	0000412083		01/30/2020	Keys for PD		34.70
	0000412045		01/31/2020	PD materials		15.95
	02/04/2020	9457	Accounts Payable	ILLINOIS PUBLIC RISK FUND	071901604 / 8100377848	31,259.00
EFT	Invoice		Date	Description		Amount
	60533		01/13/2020	March 2020 Workers' Compensation/Admn Fees: Fixed Costs		31,259.00
	02/04/2020	9458	Accounts Payable	Imagetec LP	071925538 / 4268259	937.17
EFT	Invoice		Date	Description		Amount
	590203		01/13/2020	Contract Overage Rate for Copiers - 2020 Contract Year - JANUARY		937.17
	02/04/2020	9459	Accounts Payable	J & R LOCK & SAFE, INC.	071925538 / 4161306	135.00
EFT	Invoice		Date	Description		Amount
	0000396861		12/31/2019	Key new doors		135.00
	02/04/2020	9460	Accounts Payable	LEN'S ACE HARDWARE	071000013 / 126738977	299.97
	Invoice		Date	Description		Amount
	177445/6		12/31/2019	drill bits		7.18
	178296/6		01/27/2020	locating tools		97.66
	178206/6		01/27/2020	masonry bit		40.53
	178361/6		01/27/2020	handle for locating supply cabinet		5.39
	178395/6		01/27/2020	tubing cutter		8.99
	178517		01/31/2020	material		20.68
	178484		01/31/2020	material		10.31
	178486		01/31/2020	material		12.97

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Village of Buffalo Grove
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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	178510		01/31/2020	material		15.25
	178354		01/31/2020	material		23.38
	178384		01/31/2020	material		21.58
	178366		01/31/2020	material		32.70
	178351		01/31/2020	material		3.35
EFT	02/04/2020	9461	Accounts Payable	Logsdon Office Supplies	071923909 / 1650003441	2,134.31
	Invoice		Date	Description		Amount
	0003105-con		02/03/2020	Office Supplies		2,134.31
EFT	02/04/2020	9462	Accounts Payable	Lorchem Technologies, Inc.	071000013 / 449885982	303.82
	Invoice		Date	Description		Amount
	70738		01/30/2020	Pressure washer materials		303.82
EFT	02/04/2020	9463	Accounts Payable	McMaster-Carr	071000288 / 338-251-2	190.04
	Invoice		Date	Description		Amount
	28133966		01/13/2020	Shop Supply		47.78
	29656088		01/21/2020	Drum Faucet Replacements		142.26
EFT	02/04/2020	9464	Accounts Payable	Meyer Laboratory, Inc.	101201892 / 000122246	357.28
	Invoice		Date	Description		Amount
	0716523-IN		01/27/2020	Grease band for MH by Buffalo house and Deerfield Bakery		357.28
EFT	02/04/2020	9465	Accounts Payable	Morrison Associates, LTD	071000152 / 3800524724	1,500.00
	Invoice		Date	Description		Amount
	2020:0373		01/08/2020	Professional Development Fee 1/1/2020 - 12/31/2020		1,500.00
EFT	02/04/2020	9466	Accounts Payable	Northeastern IL. Public Safety Training Academy	071901604 / 8100257229	3,400.00
	Invoice		Date	Description		Amount
	19704993		01/22/2020	ATF Training-K.Dalton & P.Schroeder		1,600.00
	19705082		01/22/2020	VMO Training-T.Petersen & A.Budnik		1,800.00
EFT	02/04/2020	9467	Accounts Payable	Northwest Electrical Supply	021052053 / 61431678	410.99
	Invoice		Date	Description		Amount
	17452749		01/28/2020	Arbo HVAC materials		58.58
	17452750		01/28/2020	Station 27 HVAC materials		119.31

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	17452751			Arbo materials		233.10
	02/04/2020	9468	Accounts Payable	On Time Embroidery	071900993 / 839860	1,970.85
	Invoice		Date	Description		Amount
	S 70385		01/09/2020	FD Uniform-J.Hauber		40.00
	ES 70712		01/09/2020	FD Uniform-R.Spellman		74.00
	OE 70711		01/09/2020	FD Uniform-S.Collins		36.95
	E 69414		01/09/2020	FD Uniform-A.Wright		53.00
	E 69415		01/09/2020	FD Uniform-J.Hauber		141.00
	71003		01/22/2020	FD Uniform Clothing (Blanket PO)		237.00
	70553		01/22/2020	FD Uniform Clothing (Blanket PO)		250.00
	OS 70471		01/22/2020	FD Uniform Clothing (Blanket PO)		349.00
	OE 70444		01/22/2020	FD Uniform Clothing (Blanket PO)		180.00
	E 70443		01/22/2020	FD Uniform Clothing (Blanket PO)		128.00
	E 70273		01/22/2020	FD Uniform Clothing (Blanket PO)		268.90
	E 69992		01/22/2020	FD Uniform Clothing (Blanket PO)		138.00
	OE 69926		01/22/2020	FD Uniform Clothing (Blanket PO)		75.00
EFT	02/04/2020	9469	Accounts Payable	Paddock	071925460 / 1033279999	466.90
	Invoice		Date	Description		Amount
	39409		01/11/2020	CD Software Bid: Order 43947 01/10/20		197.80
	40102		01/25/2020	PHN Order 45716 01/20/20		90.85
	40101		01/25/2020	Fire Station 27: Order 45715 01/20/20		85.10
	40100		01/25/2020	Fire Station 26: Order 45714 01/20/20		93.15
EFT	02/04/2020	9470	Accounts Payable	Presstech	071904779 / 199373968585	3,079.00
	Invoice		Date	Description		Amount
	45711		01/16/2020	Village Newsletters 2020 Jan/Feb		3,079.00
EFT	02/04/2020	9471	Accounts Payable	PUSH WELLNESS SOLUTIONS, INC	071925046 / 1374071	3,464.00
	Invoice		Date	Description		Amount
	161755		01/31/2020	Participant Incentives February 2020 and Annual Program Fees		3,464.00
EFT	02/04/2020	9472	Accounts Payable	Ray O'Herron Company, Inc.	071112066 / 65379840	914.28
	Invoice		Date	Description		Amount
	2002822-IN		01/15/2020	FD Uniform-J.Morris		208.88

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Attachment: W#1311 SUMMARY (Warrant #1311)

Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/04/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	2005177IN 02/04/2020 Invoice	9473	Accounts Payable	Vest for Wojs - 580.57 Rogan's Shoes Description	075000019 / 629711235	705.40 147.05 Amount
EFT	254635 02/04/2020 Invoice	9474	Accounts Payable	FD Safety shoe-J.Morris Schain Banks Kenny & Schwartz Description	071923569 / 0300115656	147.05 17,616.25 Amount
EFT	49852 02/04/2020 Invoice	9475	Accounts Payable	Legal Services through December 31, 2019 Temperature Equipment Corporation Description	121000248 / 4121976724	17,616.25 387.25 Amount
EFT	6161108-00 02/04/2020 Invoice	9476	Accounts Payable	FD 26 materials The Anser Group LLC Description	044000037 / 776205770	387.25 2,685.00 Amount
EFT	1278 02/04/2020 Invoice	9477	Accounts Payable	Management Leadership Coach Tyler Technologies, Inc. Description	121000248 / 4124302472	2,685.00 1,280.00 Amount
EFT	045-289674 02/04/2020 Invoice	9478	Accounts Payable	Implementation & Training, Justin Johnson, 1/6/2020 Ultra Strobe Communications, Inc. Description	071925787 / 0650016475	1,280.00 89.95 Amount
EFT	076859 02/04/2020 Invoice	9479	Accounts Payable	Labor to install cig plug-FD Vehicle #298 Vericheck, Inc. Description	071000505 / 005800329244	89.95 51.50 Amount
EFT	11218 02/04/2020 Invoice	9480	Accounts Payable	Background Check 1/12/2020 VISOnographic, Inc. Description	021052053 / 37801467	51.50 254.22 Amount
EFT	222575 222591 222592 02/04/2020 Invoice	9481	Accounts Payable	Field Directory Sticker - 510.16 Business Cards for Lt. Spolar -510.16 Business Cards for Sgt. De La Paz - 510.16 Visual Computer Solutions, Inc. Description	021052053 / 69437016	75.94 89.14 89.14 7,428.60

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Attachment: W#1311 SUMMARY (Warrant #1311)

Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/04/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	Invoice			Description		Amount
	11395		01/01/2020	VCS Support for 2020		7,428.60
EFT	02/04/2020	9482	Accounts Payable	Washburn Machinery, Inc.	071925046 / 1150369	364.99
	Invoice			Description		Amount
EFT	131795		01/27/2020	FD Sta.26 Gear washer repair		364.99
	02/04/2020	9483	Accounts Payable	Zarnoth Brush Works, Inc.	075903200 / 054068	488.00
	Invoice			Description		Amount
	0178521-IN		01/30/2020	Gutter Broom		488.00
1695 Operating Totals:						\$395,118.93
Checks:						
EFTs:						
74						\$259,676.72
48						\$135,442.21
Transactions: 122						

Accounts Payable Post Listing

Vendor/Remittance Address	Number	Description	Invoice G/L Date	Due Date	Received Confirming EFT G/L Date	Notes	Amounts
Batch Department: Finance Finance							
1174 - Illinois Department of Revenue	JANUARY 2020	Batch Date: 02/06/2020 Batch Number: 2020-000000073	Batch Description: Manual EFT for IL Dept of Revenue				
Golf Sales Tax (For BGGC Only -- ARBO = \$0)			02/06/2020	02/06/2020	02/06/2020	No	Gross: 17.00
Invoice Department: Finance Finance							
Illinois Department of Revenue		Check Sort Code:	Bank Account: Operating				
Retailers Occupation Tax		Check Code:	Invoice Terms:				
Springfield, IL 62796-0001		Manual Check: Confirming EFT	Hold Reason:				
		Check Number: 9501					
Freight:							0.00
State Tax:							0.00
County Tax:							0.00
Local/City Tax:							0.00
Discount:							0.00
Retainage:							0.00
Net Amount:							\$17.00

Detail: P.O. Number C/D/F/T/A/1099 Description Quantity U/M Amount/Unit Total Amount

N/N/N/N/N	Item-Miscellaneous - Golf Sales Tax (For BGGC Only -- ARBO = \$0)	1.0000	Each	17.0000	17.00
1	Invoice Amount Expensed: \$17.00	Invoice Amount Unencumbered:			\$0.00

Total Invoice Items:

Batch Total Invoices:	1
Batch Total Gross:	\$17.00
Batch Total Freight:	\$0.00
Batch Total State Tax:	\$0.00
Batch Total County Tax:	\$0.00
Batch Total Local/City Tax:	\$0.00
Batch Total Discount:	\$0.00
Batch Total Retainage:	\$0.00
Batch Total Net:	\$17.00
Batch Total Unencumbered:	\$0.00
Grand Total Invoices:	1
Grand Total Gross:	\$17.00
Grand Total Freight:	\$0.00
Grand Total State Tax:	\$0.00
Grand Total County Tax:	\$0.00
Grand Total Local/City Tax:	\$0.00

Accounts Payable Post Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
								Grand Total Discount:	\$0.00
								Grand Total Retainage:	\$0.00
								Grand Total Net:	\$17.00
								Grand Total Unencumbered:	\$0.00

Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/10/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1695 - Operating						
Check	02/10/2020	33998	Utility Management Refund	ARON ALLENSON		13.25
	Account Type			Account Number	Transaction Date	Transaction Type
	Residential			350031204-001	01/28/2020	Refund Adjustment
Check	02/10/2020	33999	Utility Management Refund	BEAT ELMIGER		66.97
	Account Type			Account Number	Transaction Date	Transaction Type
	Residential			490000792-001	02/06/2020	Refund Adjustment
Check	02/10/2020	34000	Utility Management Refund	DENNIS ROSEN		73.88
	Account Type			Account Number	Transaction Date	Transaction Type
	Residential			290047101-001	02/06/2020	Refund Adjustment
Check	02/10/2020	34001	Utility Management Refund	KUBOTA , KEN		8.02
	Account Type			Account Number	Transaction Date	Transaction Type
	Residential			410000782-003	01/08/2020	Refund Adjustment
Check	02/10/2020	34002	Utility Management Refund	LISSETTE BRANICK		73.46
	Account Type			Account Number	Transaction Date	Transaction Type
	Residential			34003	02/06/2020	Refund Adjustment
Check	02/10/2020	34004	Utility Management Refund	MUCHNIK , OLGA		34.17
	Account Type			Account Number	Transaction Date	Transaction Type
	Residential			310009103-002	01/23/2020	Refund Adjustment
Check	02/10/2020	34005	Utility Management Refund	ROBERT JACOBSEN		67.49
	Account Type			Account Number	Transaction Date	Transaction Type
	Residential			020032202-001	01/08/2020	Refund Adjustment
Check	02/10/2020	34006	Utility Management Refund	SAFEKO DENTAL SUPPLY		302.06
	Account Type			Account Number	Transaction Date	Transaction Type
	Commercial			810166312-001	02/06/2020	Refund Adjustment
Check	02/10/2020	34007	Utility Management Refund	SAFEKO DENTAL SUPPLY		437.91

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Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/10/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Account Type			Account Number	Transaction Date	Transaction Type
Check	Commercial			810165611-001	02/06/2020	Refund Adjustment
	02/10/2020	34008	Utility Management Refund	STAN NATHANSON		35.64
	Account Type			Account Number	Transaction Date	Transaction Type
Check	Residential			020010901-001	01/23/2020	Refund Adjustment
	02/10/2020	34009	Utility Management Refund	ZAROVSKY , LEO		11.36
	Account Type			Account Number	Transaction Date	Transaction Type
1695 Operating Totals:	Residential			450000102-001	01/08/2020	Refund Adjustment
	Transactions: 12					\$1,147.11
Checks:		12				

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Attachment: W#1311 SUMMARY (Warrant #1311)

Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/19/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 1695 - Operating						
Check	02/19/2020	34010	Accounts Payable	Atlas Bobcat		1,011.66
	Invoice		Date	Description		Amount
	BO2123		01/28/2020	VOBG Stock		315.14
	BO2065		01/28/2020	TH1 Lift Lug		176.48
	BO2021		01/28/2020	A09 FEL5 Stock PLOW Consumables		520.04
Check	02/19/2020	34011	Accounts Payable	Banner Plumbing Supply Co., Inc.		142.24
	Invoice		Date	Description		Amount
	2593533		02/10/2020	PD materials		142.24
Check	02/19/2020	34012	Accounts Payable	BECKMAN , ROBERT		5,000.00
	Invoice		Date	Description		Amount
	2019TUITION		12/31/2019	Tuition Reimbursement FY 2019		5,000.00
Check	02/19/2020	34013	Accounts Payable	Bound Tree Medical, LLC		53.98
	Invoice		Date	Description		Amount
	83492606		01/31/2020	Particulate Respirator (EMS supply)		53.98
Check	02/19/2020	34014	Accounts Payable	Brian Steen		1,982.00
	Invoice		Date	Description		Amount
	2019TUITION		12/31/2019	Tuition Reimbursement FY 2019		1,982.00
Check	02/19/2020	34015	Accounts Payable	Buffalo Grove Lincolnshire Chamber of Commerce		80.00
	Invoice		Date	Description		Amount
	2565		02/11/2020	2020 Membership Meeting Members Fee		80.00
Check	02/19/2020	34016	Accounts Payable	Chad McCormick		5,000.00
	Invoice		Date	Description		Amount
	2019TUITION		12/31/2019	Tuition Reimbursement FY 2019		5,000.00
Check	02/19/2020	34017	Accounts Payable	Comcast		1,193.80
	Invoice		Date	Description		Amount
	95176469		02/01/2020	Comcast Business February 2020		1,193.80
Check	02/19/2020	34018	Accounts Payable	Community High School District 128		2,585.91

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Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/19/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	3882111619		12/31/2019	Band Room Auditorium 11/16/19 Rental		2,585.91
	02/19/2020	34019	Accounts Payable	Darren Monico		2,711.90
Check	Invoice			Description		Amount
	2019TUITION		12/31/2019	Tuition Reimbursement FY 2019		2,711.90
	02/19/2020	34020	Accounts Payable	DataProse, LLC.		3,649.15
Check	Invoice			Description		Amount
	DP2000393		01/31/2020	January 2020 Water Bills and Late Notices		3,649.15
	02/19/2020	34021	Accounts Payable	Davies/ Elineup , Jeffrey		600.00
Check	Invoice			Description		Amount
	745		02/18/2020	Annual Software Maintenance - 01/30/2020-1/31/2021 -510.57		600.00
	02/19/2020	34022	Accounts Payable	De Lage Landen Public Finance LLC		4,991.71
Check	Invoice			Description		Amount
	66579671		01/16/2020	Quarterly Leasing Samsung Copier Contract 25471532:FEBRUARY 2020		4,991.71
	02/19/2020	34023	Accounts Payable	El-Cor Industries, Inc.		352.92
Check	Invoice			Description		Amount
	110423		02/10/2020	Plumbing parts		352.92
	02/19/2020	34024	Accounts Payable	Eterno , David G.		500.00
Check	Invoice			Description		Amount
	12498		02/04/2020	January 2020 Administrative Hearings; Legal Services		500.00
	02/19/2020	34025	Accounts Payable	G. W. Berkheimer Co., Inc.		638.33
Check	Invoice			Description		Amount
	610690		02/10/2020	PW materials		638.33
	02/19/2020	34026	Accounts Payable	GANDHI , VAIBHAVI		50.00
Check	Invoice			Description		Amount
	3891021020		02/10/2020	CPR Class Refund		50.00
	02/19/2020	34027	Accounts Payable	Government Finance Officers Association		305.00
Check	Invoice			Description		Amount

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Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/19/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	0226001/2020			2020 Membership 21426001: Brett Robinson, Paula Close		305.00
	02/19/2020	34028	Accounts Payable	Henry Schein, Inc.		689.50
	Invoice		Date	Description		Amount
Check	73235252		01/24/2020	Zoll AED Plus batteries		689.50
	02/19/2020	34029	Accounts Payable	Hoerr Construction, Inc.		50,767.92
	Invoice		Date	Description		Amount
Check	19056		12/31/2019	2019 Sewer Lining Project		50,767.92
	02/19/2020	34030	Accounts Payable	HORBUS , MELESSA		5,000.00
	Invoice		Date	Description		Amount
Check	2019TUITION		12/31/2019	Tuition Reimbursement FY 2019		5,000.00
	02/19/2020	34031	Accounts Payable	Illinois Municipal League		2,500.00
	Invoice		Date	Description		Amount
Check	010120-123120		01/01/2020	Annual Membership 01/01/20 through 12/31/20		2,500.00
	02/19/2020	34032	Accounts Payable	Illinois State Police Bureau of Identification		120.00
	Invoice		Date	Description		Amount
Check	03358123119		12/31/2019	VBG Cleaning Crew 12/31/19; Cost Cntr 03358		120.00
	02/19/2020	34033	Accounts Payable	International Association of Chiefs of Police		340.00
	Invoice		Date	Description		Amount
Check	0101023		02/10/2020	Membership Dues for Spolar -505.15		190.00
	0082887		02/10/2020	Membership dues for Montiel- 2020- 505.15		75.00
	0105908		02/10/2020	Membership dues for Positano - 505.15		75.00
Check	02/19/2020	34034	Accounts Payable	James Vena		2,008.20
	Invoice		Date	Description		Amount
Check	2019TUITION		12/31/2019	Tuition Reimbursement FY 2019		2,008.20
	02/19/2020	34035	Accounts Payable	JOHANSEN , STEVEN		65.00
	Invoice		Date	Description		Amount
Check	525-7956-1014		12/13/2019	CDL Renewal		65.00
	02/19/2020	34036	Accounts Payable	Joseph Alexander		2,443.50

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Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/19/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	2019TUITION		12/31/2019	Tuition Reimbursement FY 2019		2,443.50
	02/19/2020	34037	Accounts Payable	KATHLEEN FIELD ORR & ASSOCIATES		110.00
Check	Invoice			Description		Amount
	16122		02/04/2020	Letter to Attorney General on 1/7/2020		110.00
	02/19/2020	34038	Accounts Payable	KONDRAT , MICHELLE		5,000.00
Check	Invoice			Description		Amount
	2019TUITION		12/31/2019	Tuition Reimbursement FY 2019		5,000.00
	02/19/2020	34039	Accounts Payable	Lab Development, LLC.		234,019.00
Check	Invoice			Description		Amount
	BGIncentive2019		12/31/2019	BG Economic Incentive Agreement 2019 (CONNEXION)		234,019.00
	02/19/2020	34040	Accounts Payable	Lake County Public Works		36,050.00
Check	Invoice			Description		Amount
	2019-2512		02/06/2020	Lake County Tap-On Fees Paid in 2020: 341 Hoffman Dr; Link Cross		5,150.00
	2019-2514		02/06/2020	Lake County Tap-On Fees Paid in 2020: 349 Hoffman Dr; Link Cross		5,150.00
	2019-2513		02/06/2020	Lake County Tap-On Fees Paid in 2020: 345 Hoffman Dr; Link Cross		5,150.00
	2019-2515		02/06/2020	Lake County Tap-On Fees Paid in 2020: 353 Hoffman Dr; Link Cross		5,150.00
	2019-2516		02/06/2020	Lake County Tap-On Fees Paid in 2020: 357 Hoffman Dr; Link Cross		5,150.00
	2019-2517		02/06/2020	Lake County Tap-On Fees Paid in 2020: 361 Hoffman Dr; Link Cross		5,150.00
	2019-2518		02/06/2020	Lake County Tap-On Fees Paid in 2020: 365 Hoffman Dr; Link Cross		5,150.00
	02/19/2020	34041	Accounts Payable	McCarthy , Ryan		502.25
	Invoice			Description		Amount
	2019TUITION		12/31/2019	Tuition Reimbursement FY 2019		502.25
	02/19/2020	34042	Accounts Payable	Medline Industries Inc		435.00
Check	Invoice			Description		Amount
	1900488288		02/04/2020	Nitrile gloves-EMS supply		435.00
	02/19/2020	34043	Accounts Payable	Menards - Long Grove		2,104.14
Check	Invoice			Description		Amount
	22971		02/04/2020	Misc. hardware-Tina's office		23.11

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Attachment: W#1311 SUMMARY (Warrant #1311)

Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/19/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	22970		02/04/2020	Power strips, cord-Tina's office		46.96
	22686		02/18/2020	Cabinets and counter tops for patrol - 510.55		573.62
	22687		02/11/2020	PD Materials		18.76
	22548		02/11/2020	PW Materials		493.65
	22407		02/11/2020	PW Materials		420.03
	22425		02/11/2020	Stock		73.43
	22879		02/11/2020	PW Materials		283.03
	23043		02/11/2020	PW Materials		51.65
	22975		02/11/2020	PW Materials		48.38
	23214-20		02/11/2020	PW Materials		71.52
Check	02/19/2020	34044	Accounts Payable	Midwest Equipment Sales and Service		2,288.00
	Invoice		Date	Description		Amount
Check	012700		12/31/2019	Cable Assembly Mobile Lifts		2,288.00
	02/19/2020	34045	Accounts Payable	Midwest Printing & Imaging		125.80
Check	Invoice		Date	Description		Amount
	50260		02/02/2020	Business Cards for Beverly Sussman		72.00
Check	50300		02/10/2020	Golden Tickets		53.80
	02/19/2020	34046	Accounts Payable	Morton Salt, Inc		48,458.22
Check	Invoice		Date	Description		Amount
	5402016449		02/10/2020	Salt Order LC 55% to complete 100% 19-20		12,312.93
Check	5402017464		02/10/2020	Salt Order LC 55% to complete 100% 19-20		16,739.04
	5402018620		02/10/2020	Salt Order LC 55% to complete 100% 19-20		19,406.25
Check	02/19/2020	34047	Accounts Payable	Newark Element14		11.39
	Invoice		Date	Description		Amount
Check	32401724		02/10/2020	lighting for Arbo		11.39
	02/19/2020	34048	Accounts Payable	North East Multi-Regional Training, Inc.		80.00
Check	Invoice		Date	Description		Amount
	268539		02/10/2020	Patrol Response to Internet Crime - Essig & Franzen - 505.10		80.00
Check	02/19/2020	34049	Accounts Payable	PETERSEN , TYLER		5,000.00
	Invoice		Date	Description		Amount

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Village of Buffalo Grove
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 Batch Date: 02/19/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	2019	TUITION	12/31/2019	Tuition Reimbursement FY 2019		5,000.00
	02/19/2020	34050	Accounts Payable	Quench USA, Inc.		38.11
	Invoice		Date	Description		Amount
Check	INV02275823	02/01/2020		FBRUARY 2020 Monthly Water Filter System		38.11
	02/19/2020	34051	Accounts Payable	RAR Communications, Inc.		405.00
	Invoice		Date	Description		Amount
Check	BGFD-02052020	02/01/2020		Media Relations Training 2/5/2020 - BGFD		405.00
	02/19/2020	34052	Accounts Payable	S&S Industrial Supply		851.53
	Invoice		Date	Description		Amount
Check	4865669	01/23/2020		VOBG Stock & Supply		851.53
	02/19/2020	34053	Accounts Payable	SCHROEDER , PHILIP		5,000.00
	Invoice		Date	Description		Amount
Check	2019	TUITION	12/31/2019	Tuition Reimbursement FY 2019		5,000.00
	02/19/2020	34054	Accounts Payable	State Treasurer		11,501.37
	Invoice		Date	Description		Amount
Check	58167	12/31/2019		2019 4th Quarter Traffic Signal Maintenance		11,501.37
	02/19/2020	34055	Accounts Payable	Steve Rusin		3,112.30
	Invoice		Date	Description		Amount
Check	2019	TUITION	12/31/2019	Tuition Reimbursement FY 2019		3,112.30
	02/19/2020	34056	Accounts Payable	SZLAG , VICTORIA		3,625.00
	Invoice		Date	Description		Amount
Check	2019	TUITION	12/31/2019	Tuition Reimbursement FY 2019		3,625.00
	02/19/2020	34057	Accounts Payable	T.O.P.S. in Dog Training		550.50
	Invoice		Date	Description		Amount
Check	21144	12/31/2019		Boarding for K9 in December 2019 (plus food and bath) - 510.42		250.50
	21144B	02/11/2020		K9 Hogyn - Maintenance Training - January - 510.41		300.00
	02/19/2020	34058	Accounts Payable	TMA of Lake Cook		288.00
	Invoice		Date	Description		Amount

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Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/19/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	20108			2020 Membership Dues		288.00
	02/19/2020	34059	Accounts Payable	Total Parking Solutions		6,120.00
	Invoice			Description		Amount
Check	104854			2020 Preventive Maintenance		1,320.00
	104855			2020 WebOffice CMS Monitoring		4,800.00
	02/19/2020	34060	Accounts Payable	Uline		442.58
Check	116134411			2020 Preventive Maintenance		Amount
	02/19/2020	34061	Accounts Payable	Evidence Room Supplies -510.42		442.58
	Invoice			Description		Amount
Check	FINPETTY013120			Finance Petty Cash Reconciled 01/31/20		251.17
	02/19/2020	34062	Accounts Payable	Village of Buffalo Grove Petty Cash		Amount
	Invoice			Description		Amount
Check	HI00002909			Health Insurance MARCH 2020 Casstevens		2,080.01
	02/19/2020	34063	Accounts Payable	WAGNER , WILLIAM		3,064.50
	Invoice			Description		Amount
Check	2019TUITION			Tuition Reimbursement FY 2019		3,064.50
	02/19/2020	34064	Accounts Payable	Waste Management		176.24
	Invoice			Description		Amount
Check	3590195-2354-7			Jan 2020 CAFT site portolet fee/winterization		176.24
	02/19/2020	34065	Accounts Payable	Winter Equipment Company, Inc.		3,405.57
	Invoice			Description		Amount
Check	IV43939			Curb Guard Castings 8"		3,405.57
	02/19/2020	34066	Accounts Payable	WISCONSIN DEPT OF TRANSPORTATION (WisDOT)		21.00
	Invoice			Description		Amount
Check	WISDOT2020			FD Drivers Records-Dorsey,Hauber,Himmelspach		21.00
	02/19/2020	34067	Accounts Payable	Wrap Technologies Inc		2,774.85
	Invoice			Description		Amount

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Attachment: W#1311 SUMMARY (Warrant #1311)

Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/19/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	02/19/2020	34068	Accounts Payable	Bola Wrap Equipment - 510.30		2,774.85
	Invoice		Date	AMERICAN TAXI DISPATCH, INC.		427.50
EFT	02/19/2020	9502	Accounts Payable	Taxi Service August 2019 through November 2019	071923909 / 069249288	427.50
	Invoice		Date	303 Taxi & Flash Cab		55.00
	Invoice		Date	Description		Amount
EFT	02/19/2020	9503	Accounts Payable	Taxi Service for 22 Coupons for 12/19 through 1/2020	071000013 / 515816986	55.00
	Invoice		Date	Abt Electronics		289.25
	Invoice		Date	Description		Amount
EFT	02/19/2020	9504	Accounts Payable	Sta.25 Gas Dryer repair		289.25
	Invoice		Date	Air One Equipment, Inc.	071000505 / 2900547	1,370.56
	Invoice		Date	Description		Amount
EFT	02/19/2020	9505	Accounts Payable	Airgas North Central	021000021 / 550372228	420.19
	Invoice		Date	Identifire mask label-Caballero		14.99
	Invoice		Date	16" Chain loop for saws		433.00
	Invoice		Date	Repair to the Squad Air system		587.50
	Invoice		Date	Pouch, Quick-fill, G1		335.07
	Invoice		Date	Description		Amount
EFT	02/19/2020	9506	Accounts Payable	Sta.25 Cylinder Rental-Medical oxygen		167.76
	Invoice		Date	Sta.26 Cylinder Rental - Medical Oxygen		252.43
	Invoice		Date	Arlington Heights Ford	071000013 / 0970645058	101.91
	Invoice		Date	Description		Amount
EFT	02/19/2020	9507	Accounts Payable	719 1709944996 Parts		101.91
	Invoice		Date	CareerBuilder Employment Screening, LLC	071000039 / 8188105487	36.00
	Invoice		Date	Description		Amount
EFT	02/19/2020	9508	Accounts Payable	Employment Screen Services 12/31/19 - 1/31/20		36.00
	Invoice		Date	Christopher B. Burke Engineering, LTD.	071923909 / 7244160953	5,163.98
	Invoice		Date	Description		Amount
	Invoice		Date	Bernard Phase I Design		5,163.98

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Attachment: W#1311 SUMMARY (Warrant #1311)

Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/19/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	02/19/2020	9509	Accounts Payable	Concentric Integration	071926650 / 31305669	2,085.27
	Invoice		Date	Description		Amount
	0211088B		02/05/2020	Time & Materials Support for 2020		1,170.89
	0211088A		12/31/2019	Time and Materials Support 2019		914.38
EFT	02/19/2020	9510	Accounts Payable	Entenmann-Rovin Co.	122000247 / 0629088477	168.25
	Invoice		Date	Description		Amount
	0149401IN		02/10/2020	Wallet retirement badge - Sepot - 505.25		168.25
EFT	02/19/2020	9511	Accounts Payable	ESRI	121000358 / 1496150335	1,575.34
	Invoice		Date	Description		Amount
	93775741		02/10/2020	Annual Maintenance and Licensing FY2020		1,575.34
EFT	02/19/2020	9512	Accounts Payable	Fire Service, Inc.	271973924 / 2000053717	311.52
	Invoice		Date	Description		Amount
	18841		01/08/2020	236 Map Light		311.52
EFT	02/19/2020	9513	Accounts Payable	Foremost Promotions	031204710 / 1310000209336	428.41
	Invoice		Date	Description		Amount
	501006		02/10/2020	Promotional Items-Mood Cups - 510.47		428.41
EFT	02/19/2020	9514	Accounts Payable	Foster Coach Sales, Inc.	081204540 / 1000057119	379.31
	Invoice		Date	Description		Amount
	18999		01/28/2020	226 Module Monitor		240.19
	19016		01/30/2020	226 Video Splitter Returned		139.12
EFT	02/19/2020	9515	Accounts Payable	G&M Trucking, Inc.	071922175 / 109874801	2,036.96
	Invoice		Date	Description		Amount
	35205		02/10/2020	CA-6 Gravel		413.65
	35178		02/10/2020	CA-11 Gravel		1,623.31
EFT	02/19/2020	9516	Accounts Payable	Gov TempsUSA LLC	026007773 / 8250000026	8,355.34
	Invoice		Date	Description		Amount
	2961641		01/30/2020	Consultants - Temp. Finance Staff		8,355.34
EFT	02/19/2020	9517	Accounts Payable	Grainger, Inc.	021052053 / 12442221	1,617.08
	Invoice		Date	Description		Amount

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Village of Buffalo Grove
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 Bank Account: 1695 - Operating
 Batch Date: 02/19/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	7078937468 02/19/2020 Invoice	9518	Accounts Payable	MRO Supplies Granicus, LLC Description	022000020 / 269099115	1,617.08 1,007.85 Amount
EFT	122913 02/19/2020 Invoice	9519	Accounts Payable	Minute Trq: Agenda & Minutes Monthly Subscription February 2020 Magic Dreams Productions Description	071025661 / 4826414587	1,007.85 800.00 Amount
EFT	691 02/19/2020 Invoice	9520	Accounts Payable	Video Coverage of Village Meeting 2/3/2020 Material Systems Inc. Description	071000013 / 5346789	800.00 1,260.00 Amount
EFT	351334 02/19/2020 Invoice	9521	Accounts Payable	Evidence Storage Lockers - 510.55 McMaster-Carr Description	071000288 / 338-251-2	1,260.00 43.28 Amount
EFT	24396478 02/19/2020 Invoice	9522	Accounts Payable	435 Hex Drive Bits MGP Inc Description	071000013 / 707217154	43.28 12,196.00 Amount
EFT	4954 02/19/2020 Invoice	9523	Accounts Payable	January 2020 GIS Services Northwest Central Dispatch System Description	071000013 / 5330238854	12,196.00 37,921.25 Amount
EFT	8867 02/19/2020 Invoice	9524	Accounts Payable	March 2020 Member Assessment Northwest Electrical Supply Description	021052053 / 61431678	37,921.25 524.28 Amount
EFT	17454637 17454938 02/19/2020 Invoice	9525	Accounts Payable	station 27 materials PW materials NSN EMPLOYER SERVICES, INC Description	071000505 / 005800152380	39.77 484.51 309.00 Amount
EFT	4410 02/19/2020 Invoice	9526	Accounts Payable	Management Services Quarterly January - March 2020 On Time Embroidery Description	071900993 / 839860	309.00 666.45 Amount

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Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/19/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	OE 71265		01/31/2020	FD Uniform Clothing (Blanket PO)-P.Schroeder		199.00
	70969		01/31/2020	FD Uniform Clothing (Blanket PO)-P.Kujawowicz		241.50
	71583		01/31/2020	FD Uniform Clothing (Blanket PO)-S.Rusin		96.95
	70664		01/31/2020	FD Uniform Clothing (Blanket PO)-M.Baker		129.00
EFT	02/19/2020	9527	Accounts Payable	Precise Mobile Resource Management	091000022 / 104790483580	238.00
	Invoice		Date	Description		Amount
EFT	200-1024430		02/10/2020	Pool Data for Plow Trucks		238.00
	02/19/2020	9528	Accounts Payable	Rubber, Inc.	071909091 / 2200030929	133.43
	Invoice		Date	Description		Amount
	180897		01/22/2020	Wheel Centering Pin Set		133.43
EFT	02/19/2020	9529	Accounts Payable	Sherin Williams	111000012 / 4426225122	1,845.77
	Invoice		Date	Description		Amount
EFT	0848-0		02/10/2020	paint for PW		82.05
	9212-5		02/10/2020	paint for PW		908.79
	9117-6		02/10/2020	PW materials		798.05
	9255-4		02/10/2020	PW materials		(82.62)
	9256-2		02/10/2020	PW materials		(72.50)
	9257-0		02/10/2020	PW materials		(5.60)
	9258-8		02/10/2020	PW materials		(4.22)
	9259-6		02/10/2020	PW materials		(7.46)
	0903-6		02/10/2020	PW materials		95.50
	0986-8		02/10/2020	PW materials		25.76
	8797-6		02/10/2020	PW materials		61.64
	0620-3		02/10/2020	PW materials		46.38
	02/19/2020	9530	Accounts Payable	SHI International Corp	121000248 / 2000109935692	1,134.00
	Invoice		Date	Description		Amount
	B11276471		02/03/2020	Veeam Suite 1 Year Production and Billing License		1,134.00
EFT	02/19/2020	9531	Accounts Payable	Solid Waste Agency of Northern Cook County	071923909 / 1830012262	80,691.30
	Invoice		Date	Description		Amount
	6372TRUEUP2019-3		12/31/2019	FY2019 O&M True-Up (3 of 4)		17,188.96

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Attachment: W#1311 SUMMARY (Warrant #1311)

Village of Buffalo Grove
Payment Batch Register
 Bank Account: 1695 - Operating
 Batch Date: 02/19/2020

3.A.a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	6372 02/19/2020 Invoice	9532	Accounts Payable	March 2020 O&M Costs State Graphics Description	071000013 / 759203099	63,502.34 53.98 Amount
EFT	57132 02/19/2020 Invoice	9533	Accounts Payable	Office supplies Suburban Accents, Inc. Description	071904779 / 157620165397	53.98 525.00 Amount
EFT	29236 02/19/2020 Invoice	9534	Accounts Payable	Graphics & Lettering on Message Board -100.70.40.245.05 Twist Office Products Description	071000013 / 705428480	525.00 4,163.50 Amount
EFT	898333-0 02/19/2020 Invoice	9535	Accounts Payable	FD furniture-T.Hayes office Ultra Strobe Communications, Inc. Description	071925787 / 0650016475	4,163.50 2,746.33 Amount
EFT	076991 02/19/2020 Invoice	9536	Accounts Payable	Equipment for new FD 2020 Explorer Vicarious Productions, Inc. Description	071025661 / 4810859053	2,746.33 4,990.00 Amount
EFT	4420 02/19/2020 Invoice	9537	Accounts Payable	February 2020 Monthly Comm. Consulting, Plus Supp. Billing Warren Oil Co., Inc. Description	071001737 / 1900002976	4,990.00 16,106.18 Amount
1695 Operating Totals:						16,106.18 \$664,851.72

Transactions: 95
 Checks: 59 \$473,101.75
 EFTs: 36 \$191,749.97

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Attachment: W#1311 SUMMARY (Warrant #1311)



Information Item : Oath for Police Department's New Officer

Recommendation of Action

Staff Recommends Approval

The Oath of Office will be delivered by Board of Fire and Police Commissioners' Adrian Johnson to the Police Department's new Police Officer Jacob Sjodin.

Trustee Liaison

Smith

Staff Contact

Steven Casstevens, Police

Tuesday, February 18, 2020



Information Item : Proclamation for 2020 National Engineers Week

Recommendation of Action

Staff recommends approval.

SUMMARY: A Proclamation recognizing National Engineers Week, February 16-22, 2020.

ATTACHMENTS:

- engineering week proclamation 2020 (DOCX)

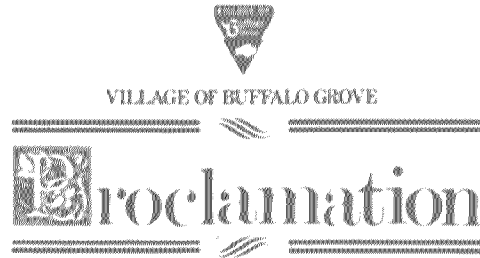
Trustee Liaison

Stein

Staff Contact

Darren Monico, Public Works

Tuesday, February 18, 2020	
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PROCLAMATION

2020 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 16 through February 22, 2020, as **NATIONAL ENGINEERS WEEK** in the Village of Buffalo Grove.

Proclaimed this 18th day of February 2020.

Beverly Sussman
Village President



Action Item : Development Improvement Agreement Woodman's Unattended Fueling Station

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends approval of the DIA for the proposed development located at 1515 Deerfield Parkway, subject to review and approval by the Village Attorney and subject to Final Engineering Plan review.

ATTACHMENTS:

- Memo_Woodmans Fuel Station DIA (DOCX)
- Ordinance Woodman's DIA (DOCX)
- Woodman's Development Improvement Agreement for Unattended Fueling Station (DOCX)
- Exhibit B - Engineers Opinion of Probable Cost(PDF)
- Exhibit D Woodman's Unattended Fuel Station Civil, LA Plans (PDF)

Trustee Liaison

Stein

Staff Contact

Ted Sianis, Engineering

Tuesday, February 18, 2020

ORDINANCE 2020-_____

AN ORDINANCE AUTHORIZING A LOCAL PUBLIC AGENCY AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT)

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

WHEREAS, the Village seeks to enter into a Development Improvement Agreement with Woodman's Food Market, Inc. for a proposed unattended gas station located at 1515 Deerfield Parkway in the Village of Buffalo Grove,

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

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

SECTION 2. The Village President is authorized to enter into a Development Improvement Agreement with Woodman's Food Market, Inc. for an unattended gas station located at 1515 Deerfield Parkway in the Village of Buffalo Grove.

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

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

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2020
APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Memo_Woodmans Fuel Station DIA (Development Improvement Agreement Woodman's Unattended Fueling Station)

DEVELOPMENT IMPROVEMENT AGREEMENT: WOODMAN'S UNATTENDED FUELING STATION

THIS DEVELOPMENT IMPROVEMENT AGREEMENT (hereinafter called the "*Agreement*"), is made and entered into as of this 18th day of February, 2020, by and between the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, and having its office at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois (hereinafter called "*Village*"), and WOODMAN'S FOOD MARKET, INC., a Wisconsin corporation (hereinafter called "*Developer*").

RECITALS.

- A. Developer desires to improve the real property legally described on Exhibit "A" attached hereto (hereinafter called the "*Property*").
- B. In compliance with the Village's Development Ordinance, the Developer has submitted to the Village final engineering plans and final landscaping plans for the Property which have been prepared by R.A. Smith National, Inc., which consist of 17 pages, and bear a last revised date of January 21, 2020 (hereinafter called the "*Project Plans*") as Exhibit "D".
- C. The Project Plans constitute the plans and specifications for the construction of: (i) certain public improvements Developer is to construct on the Property (hereinafter called the "*Public Improvements*"), which Public Improvements are depicted on the Project Plans, and (ii) certain private improvements Developer is to construct on the Property (hereinafter called the "*Private Improvements*") (the Public Improvements and the Private Improvements are hereinafter collectively called the "*Required On-Site Improvements*").
- D. The Village is willing to approve the Project Plans, provided this Agreement is executed to ensure the completion of the Required On-Site Improvements, as a condition precedent to the issuance of certificates of occupancy for the buildings Developer intends to construct on the Property.

NOW, THEREFORE, it is mutually agreed as follows.

1. Developer shall furnish, or cause to be furnished, at its own cost and expense, all the necessary material, labor, and equipment required to complete the Required On-Site Improvements, all in a good and workmanlike manner and in accordance with Village's Development Ordinance and the Project Plans (including any subsequent revisions requested by the Developer and approved in writing by the Village Engineer pursuant to the Village's Development Ordinance).

2. Attached hereto as Exhibit "B" is a complete cost estimate for the construction of the Required On-Site Improvements. Prior to the issuance of Village permits for the construction of the Required On-Site Improvements, the Developer shall deposit with the Village: (i) a Letter of Credit

DEVELOPMENT IMPROVEMENT AGREEMENT: WOODMAN'S UNATTENDED FUELING STATION

acceptable to and in a form and substance approved by the Village Attorney in the original amount of \$793,563.751, as further described in Paragraph 9 herein (hereinafter called the "Letter of Credit"); and (ii) a cash deposit in the amount of \$5,000 (hereinafter called the "Cash Deposit").

3. All work for the Required On-Site Improvements shall be subject to inspection by and the approval of the Village Engineer in accordance with applicable provisions of the Village's Development Ordinance. It is agreed that the contractors who are engaged to construct the Required On-Site Improvements are to be approved by the Village Engineer and that such approval will not be unreasonably withheld.

4. Concurrently with its execution and delivery of this Agreement to the Village, the Developer has paid the Village a Review and Inspection Fee, as required by the Village's Development Ordinance and the Second Amendment, in the amount of \$27,949.73. It is understood that said fee is based on the cost estimate for the Required On-Site Improvements attached hereto as Exhibit "B". The Village shall not charge Developer any other fees, pursuant to the Village's Development Ordinance or otherwise, in connection with its review, inspection, approval and acceptance of the Required On-Site Improvements.

5. A. Prior to the time the Developer or any of its contractors begin any of the work provided for herein, the Developer shall cause its contractors to furnish the Village evidence of insurance covering their employees in the amounts and coverages described on Exhibit "C" attached hereto.

B. In addition, by its execution of this Agreement, the Developer agrees to protect, indemnify, save and hold harmless, and defend the Village and its employees, officials, and agents against any and all claims, costs, causes, actions, and expenses, including but not limited to reasonable attorney's fees incurred by reason of a lawsuit or claim for damages or compensation arising in favor of any person, corporation or other entity, including the employees or officers or independent contractors or sub-contractors of the Developer or the Village, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly, from the construction of the Required On-Site Improvements by the Developer, its contractors or sub-contractors, or their officers, agents, or employees. The Developer shall have not liability or damages for the costs incident thereto to the extent caused by the sole negligence or intentional misconduct of the Village, its independent contractors or sub-contractors or their officers, agents or employees.

DEVELOPMENT IMPROVEMENT AGREEMENT: WOODMAN'S UNATTENDED FUELING STATION

6. Subject to Force Majeure (as defined herein), Developer shall cause the Required On-Site Improvements to be completed within eighteen months following the date of this Agreement (except any such improvements for which specified time limits are noted on the Project Plans, which shall be completed within the specified time limits shown on the plans). "Force Majeure" as used herein shall mean a delay in Developer's performance hereunder caused by a strike or labor problem, energy shortage, governmental pre-emption or prescription, national emergency, or any other cause of any kind beyond the reasonable control of Developer. If work is not completed within the time prescribed herein, and such failure continues after notice to Developer and affording Developer a reasonable time to cure such default, the Village shall have the right to call upon the Letter of Credit, in accordance with its terms, for the purpose of completing the Required On-Site Improvements. Upon completion of the Required On-Site Improvements in accordance with the Project Plans and their approval by the Village, as evidenced by the certificate or certificates of the Village President and Board of Trustees, the Village shall be deemed to have approved the construction of the Private Improvements and approved and accepted the Public Improvements as "public improvements", and thereupon the Letter of Credit shall be reduced to reflect the completion of such work, provided, however, that the Letter of Credit shall not be reduced below an amount equal to 15% of the final cost of constructing the Public Improvements as hereinafter set forth. The Developer shall cause its consulting engineers to correct drawings to show work as actually constructed and said engineers shall turn over high quality reproducible Mylars thereof to the Village to become the Village's property prior to acceptance of the Public Improvements by the President and Board of Trustees.

7. The Developer, for a period of one year beyond formal acceptance by the Village of the Public Improvements, shall be responsible for repairs and corrections to such improvements which may be required due to failures or on account of faulty construction or due to the Developer's negligence and/or its contractors' negligence. The obligation of the Developer hereunder shall be secured by the Letter of Credit as described above and as further described in Paragraph 9 hereof.

8. It is agreed that no certificate of occupancy shall be granted by any official for any building Developer constructs on the Property until all required utility facilities set forth in the Project Plans (to include, but not by way of limitation, sanitary sewer, water and storm sewer systems) have been installed and made ready to service the Property; and that all roadways (to include curbs) set forth in the Project Plans that provide access to the Property have been completely constructed, except for the designed surface course. It is understood and agreed that building permits may be granted for the buildings Developer intends to construct on the Property to which utility

DEVELOPMENT IMPROVEMENT AGREEMENT: WOODMAN'S UNATTENDED FUELING STATION

facilities have been installed and made ready for service and to which roadways have been constructed as described above, notwithstanding the fact that all improvements depicted on the Project Plans may not be completed.

9. A. The obligations of the Developer hereunder as to the deposit of security for the completion of the Required On-Site Improvements and the one year period for corrective work after acceptance by the Village (Paragraph 7) shall be satisfied by Developer's delivery to the Village of the Letter of Credit in favor of the Village, in a form acceptable to the Village attorney, in the amount set forth in Paragraph 2 above. The Letter of Credit shall be made subject to this Agreement. The Developer hereby waives its option pursuant to 30 ILCS 550/3 and 65 ILCS 5/11-39-3 to utilize any type of security other than a letter of credit.

B. In addition to the terms, conditions, and covenants of the Letter of Credit, the Village hereby agrees to draw funds or to call the Letter of Credit solely for the purpose of paying for labor and materials supplied or to be supplied by engineers, contractors or subcontractors to or for the benefit of Developer or the Village, as the case may be, under the provisions of this Agreement. If the Village draws funds or calls the Letter of Credit to complete any of the Required On-Site Improvements, it shall thereafter complete the Required On-Site Improvements for which payment is being made, or cause such improvements to be completed, in substantial conformance with the Project Plans.

C. The Village further hereby agrees that to the extent the Developer causes the commitments of this Agreement to be completed, the outstanding liability of the issuer of the Letter of Credit shall during the course of construction of the Required On-Site Improvements, approximate the cost of completing all of such improvements and paying unpaid contract balances for the completion of the Required On-Site Improvements. Until all required tests have been submitted and approved by the Village for each of the construction elements including, but not limited to, earthwork, street pavements, parking area pavements, sanitary sewers and water mains (as applicable), a minimum fifteen percent (15%) retention shall be held in the Letter of Credit until final approval of such improvements by the Village.

D. In order to guarantee and warranty the obligations of Paragraph 7 herein, an amount equal to fifteen percent (15%) of the final cost of constructing the Public Improvements shall be retained in the Letter of Credit for a period of one-year beyond the Village's formal acceptance of such improvements.

DEVELOPMENT IMPROVEMENT AGREEMENT: WOODMAN'S UNATTENDED FUELING STATION

E. If roads are not maintained with a smooth and firm surface reasonably adequate for access of emergency vehicles such as fire trucks and ambulances, or if any condition develops which is reasonably deemed a danger to public health or safety by the Village Engineer due to the actions of the Developer or its failure to act; and if after written notice of this condition the Developer fails to promptly remedy the condition; then the Village may take action to remedy the situation and charge any expenses which it incurs to remedy the situation to the Cash Deposit. Upon notification that the Cash Deposit has been drawn upon and reduced the amount on deposit to below Five Thousand Dollars (\$5,000.00), the Developer shall immediately deposit sufficient funds to restore the amount of the Cash Deposit to Five Thousand Dollars (\$5,000.00). If the Developer has not made the additional deposit required to maintain the total Cash Deposit in the amount of Five Thousand Dollars (\$5,000.00) within three (3) business days from the date it received notice that such additional deposit was required, the Village may issue a Stop Work Order for the development Developer is then constructing on the Property. The Cash Deposit shall continue to be maintained until the one-year period set forth in Paragraph 7 above has lapsed. The Cash Deposit may be drawn upon by the Village if the conditions of this Agreement are not met by the Developer within fifteen (15) calendar days after receipt of a written notice of noncompliance with the conditions of this Agreement, except in cases of danger to public health and safety as determined by the Village, in which case, the Cash Deposit may be drawn upon immediately following notice to the Developer and its failure to immediately remedy the situation. After expiration of the one-year period for corrective work specified in Paragraph 7 above and upon receipt by the Village Clerk of a written request for release of the Cash Deposit, the Village shall either notify the Developer that the Required On-Site Improvements are not in the condition required by this Agreement for final release of the Cash Deposit, or shall release the Cash Deposit to Developer within fifteen (15) calendar days.

F. In addition to the terms, covenants, and conditions of the Letter of Credit, the Developer agrees that no reduction shall occur in the outstanding liability of the issuer thereunder, except on the written approval of the Village; however, in all events, the Village shall permit such Letter of Credit to expire, either by its terms, or by return of such Letter of Credit to the Developer, upon the expiration of one-(1) year from the acceptance of the Public Improvements by the Village. To the extent the provisions of Paragraph 9 herein, and of the Letter of Credit, permit the Village to draw funds under such Letter of Credit, the Village hereby agrees to reduce the outstanding liability of the issuer of the Letter of Credit to the extent that funds are disbursed.

DEVELOPMENT IMPROVEMENT AGREEMENT: WOODMAN'S UNATTENDED FUELING STATION

G. The Letter of Credit shall provide that the issuer thereof shall not cancel or otherwise terminate said security without a written notice being given to the Village between thirty-(30) calendar days and forty-five (45) calendar days in advance of termination or cancellation.

10. No certificate of occupancy shall be issued for any building Developer constructs on the Property until all exterior lighting specified on the Project Plans has been installed and is operational.

11. The Developer acknowledges that it is responsible for the proper control of weeds, grass, refuse and junk on the Property in accordance with Chapter 8.32 of the Buffalo Grove Municipal Code. If the Developer fails to perform its maintenance responsibilities established in either this Paragraph 11 or Chapter 8.32, the Village may provide a written notice to the Developer of the improper maintenance condition, and if the Developer fails to undertake proper maintenance within ten (10) calendar days after the Developer is provided this notice, the Village may perform the maintenance and deduct the costs of the maintenance from the Cash Deposit described in Paragraph 2 above.

12. The Developer agrees that none of the Required On-Site Improvements has been sized or located in such a way as to warrant any recapture payment to the Developer.

13. This Agreement shall automatically terminate and be of no further force or effect with respect to the Developer and the Property upon the expiration of the one year corrective work period set forth in Paragraph 7 above, and upon such termination the Parties hereto shall have no further obligations to the one another, except for: (i) the Village's obligation to return the Letter of Credit and Cash Deposit to Developer or otherwise notify the issuer of the Letter of Credit of the expiration of the Letter of Credit; and (ii) the Parties' continuing obligations under the Second Amendment.

14. This Agreement and the obligations contained herein are in addition to, and not in limitation of, all other agreements between the Parties hereto including, without limitation, the Second Amendment and the obligations contained therein. In the event of a conflict between the provisions of this Agreement and the provisions of the Second Amendment insofar as they pertain to the construction of the Required On-Site Improvements, this Agreement shall control. Provisions of the Second Amendment which do not conflict with provisions of this Agreement shall continue to govern the Parties' performance of their respective obligations under this Agreement.

15. Neither Party shall cause this Agreement (or any memorandum thereof) to be recorded against the Property.

DEVELOPMENT IMPROVEMENT AGREEMENT: WOODMAN'S UNATTENDED FUELING STATION

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed, as has the Developer, all as of the date first above written.

VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation

By _____
Beverly Sussman, Village President

ATTEST:

By _____
Janet Sirabian, Village Clerk

DEVELOPER – Woodman's Food Market, Inc., a Wisconsin corporation

By _____
Clint Woodman, President

Attachment: Ordinance Woodman's DIA (Development Improvement Agreement Woodman's Unattended Fueling Station)

DEVELOPMENT IMPROVEMENT AGREEMENT: WOODMAN'S UNATTENDED FUELING STATION**EXHIBIT A—LEGAL DESCRIPTION OF THE PROPERTY**

LOT 2 IN THE SHOPS OF BUFFALO GROVE, BEING A SUBDIVISION OF PART OF SECTIONS 26, 27, AND 35, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 2018, AS DOCUMENT 7494385 IN LAKE COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 5 OF BARCLAY STATION SUBDIVISION; THENCE SOUTH 01° 01' 20" WEST 6.00 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF DEERFIELD PARKWAY AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE EASTERLY 94.84 FEET ALONG THE AFORESAID SOUTH RIGHT OF WAY LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 1060.00 FEET, AND WHOSE CHORD BEARS SOUTH 86° 24' 07" EAST 94.81 FEET TO A POINT; THENCE SOUTH 88° 57' 54" EAST CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE 120.59 FEET TO A POINT; THENCE SOUTH 00° 49' 47" WEST CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE 3.50 FEET TO A POINT; THENCE SOUTH 88° 57' 54" EAST CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE 59.50 FEET TO A POINT IN THE WEST LINE OF PARCEL 3 OF THE SHOPS OF BUFFALO GROVE; THENCE SOUTH 00° 49' 47" WEST ALONG THE AFORESAID WEST LINE 201.67 FEET TO A POINT; THENCE NORTH 89° 10' 13" WEST CONTINUING ALONG SAID WEST LINE 27.55 FEET TO A POINT; THENCE SOUTH 00° 49' 47" WEST CONTINUING ALONG SAID WEST LINE 46.11 FEET TO A POINT IN THE NORTH LINE OF LOT 25 OF PEKARA SUBDIVISION - UNIT NO. 1; THENCE NORTH 89° 10' 13" WEST ALONG THE AFORESAID NORTH LINE 248.10 FEET TO A POINT; THENCE NORTH 01° 01' 20" EAST ALONG THE EAST LINE OF LOT 5 IN BARCLAY STATION SUBDIVISION AND ITS EXTENSION FOR A DISTANCE OF 256.51 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 67,950 SQUARE FEET OR 1.5599 ACRES.

Attachment: Ordinance Woodman's DIA (Development Improvement Agreement Woodman's Unattended Fueling Station)

DEVELOPMENT IMPROVEMENT AGREEMENT: WOODMAN'S UNATTENDED FUELING STATION

EXHIBIT B—COST ESTIMATE

Attachment: Ordinance Woodman's DIA (Development Improvement Agreement Woodman's Unattended Fueling Station)

DEVELOPMENT IMPROVEMENT AGREEMENT: WOODMAN'S UNATTENDED FUELING STATION**EXHIBIT C—INSURANCE REQUIREMENTS**

1. Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:
 - a. Three million dollars for bodily injury or death to each person,
 - b. Three million dollars for property damage resulting from any one accident, and
 - c. Three million dollars for all other types of liability;
2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars for personal injury and property damage for each accident;
3. Worker's compensation with statutory limits; and
4. Employer's liability insurance with limits of not less than one million dollars per employee and per accident.

Excess or Umbrella Policies. The coverages required by this section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

DEVELOPMENT IMPROVEMENT AGREEMENT: WOODMAN'S UNATTENDED FUELING STATION

EXHIBIT D—PROJECT PLANS

Attachment: Ordinance Woodman's DIA (Development Improvement Agreement Woodman's Unattended Fueling Station)

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: February 13, 2020

TO: Jenny Maltas, Deputy Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Woodman's Unattended Fueling Station Development Improvement Agreement

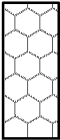
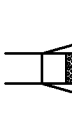
Woodman's Food Market, Inc., the owners and developers of 1500 & 1550 Deerfield Parkway are proposing building an unattended fueling station along the south side of Deerfield Parkway immediately west of Chase Bank.

The Development Improvement Agreement, or DIA, is an agreement between the Developer and the Village and identifies the items to be constructed by the developer on the project site. Typical items include the stormwater management, parking lots, and all of the utilities such as water main and sanitary sewer. With this agreement, the developer agrees to provide security as required in the Village Code until the developer completes the required items.

Engineering and legal staff are currently working with Woodman's Food Market, Inc. to finalize all documentation necessary to approve the DIA. Staff recommends Village Board approval of the DIA subject to review and approval by Village Attorney once all information has been received from Woodman's Food Market, Inc.

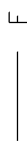
LEGEND

(PROPOSED FEATURES)

	TREE REMOVAL
	PROPOSED PROPERTY LINE
	PROPOSED SITE LIGHTING (DESIGNED BY OTHERS, FOR REFERENCE ONLY)
	MONUMENT SIGNS (CONSTRUCTION DETAILS BY OTHERS)
	SIGN
	HEAVY DUTY ASPHALT PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT WITHOUT STEEL REINFORCEMENT
	CONCRETE SIDEWALK
	STANDARD PARKING SPACE COUNT STANDARD SPACE = 9.0'x18.5'
	STANDARD PARKING SPACE COUNT STANDARD SPACE = 9.0'x18.0'
	ACCESSIBLE PARKING SPACE COUNT ACCESSIBLE SPACE = 8.0'x18.5'
	PROPOSED REVERSE CURB & GUTTER (SEE SITE PLAN FOR LOCATION)
	PROPOSED 18" STANDARD CURB & GUTTER (AS SHOWN ON SITE PLAN)
	PROPOSED ACCESSIBLE PAVEMENT MARKING
	VAN ACCESSIBLE STALL
	PROPOSED CURB RAMP (SEE DETAIL SHEET. NOTE LINEWORK ON PLAN IS SYMBOLIC ONLY.)

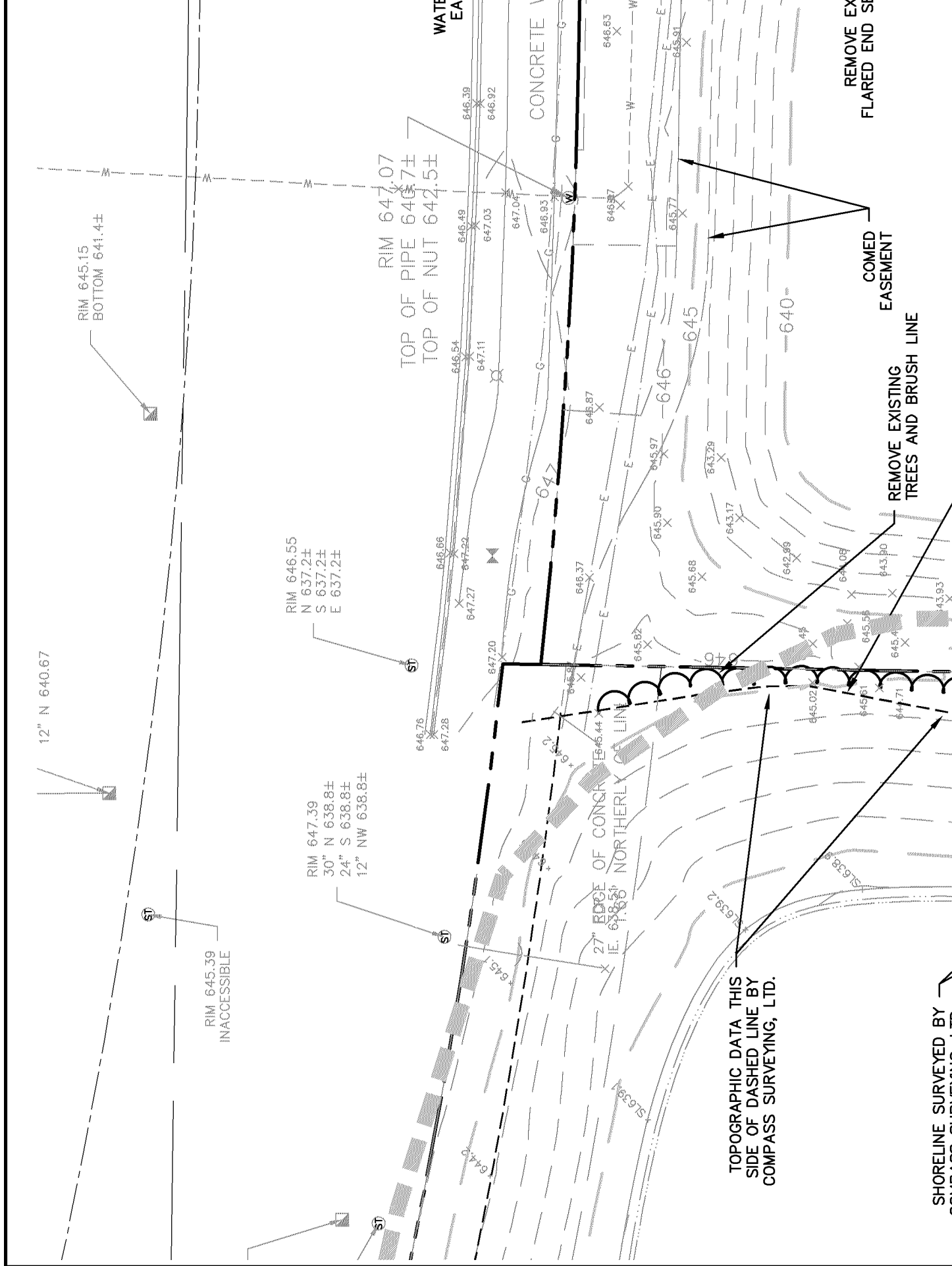
LEGEND

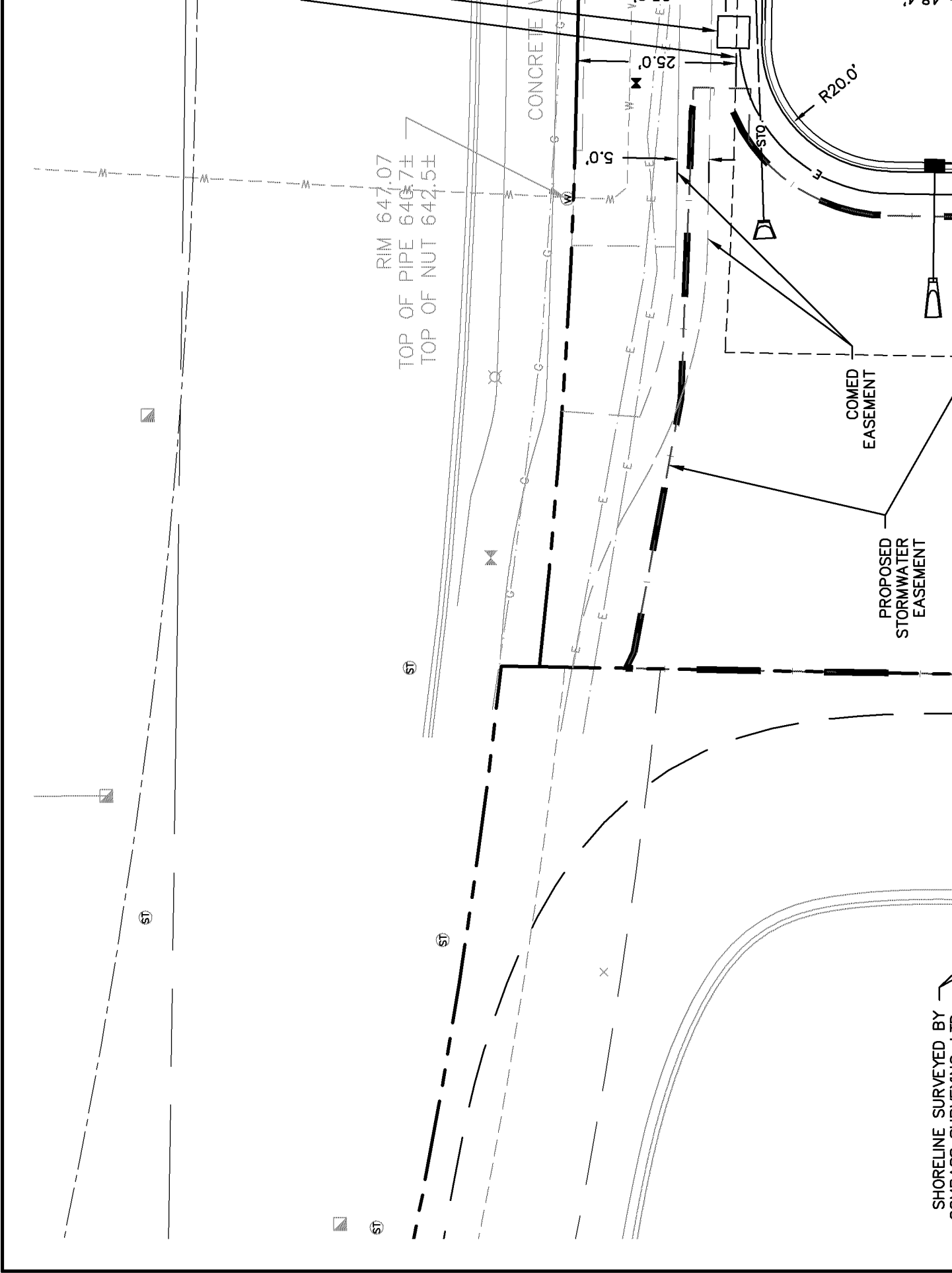
(EXISTING FEATURES)

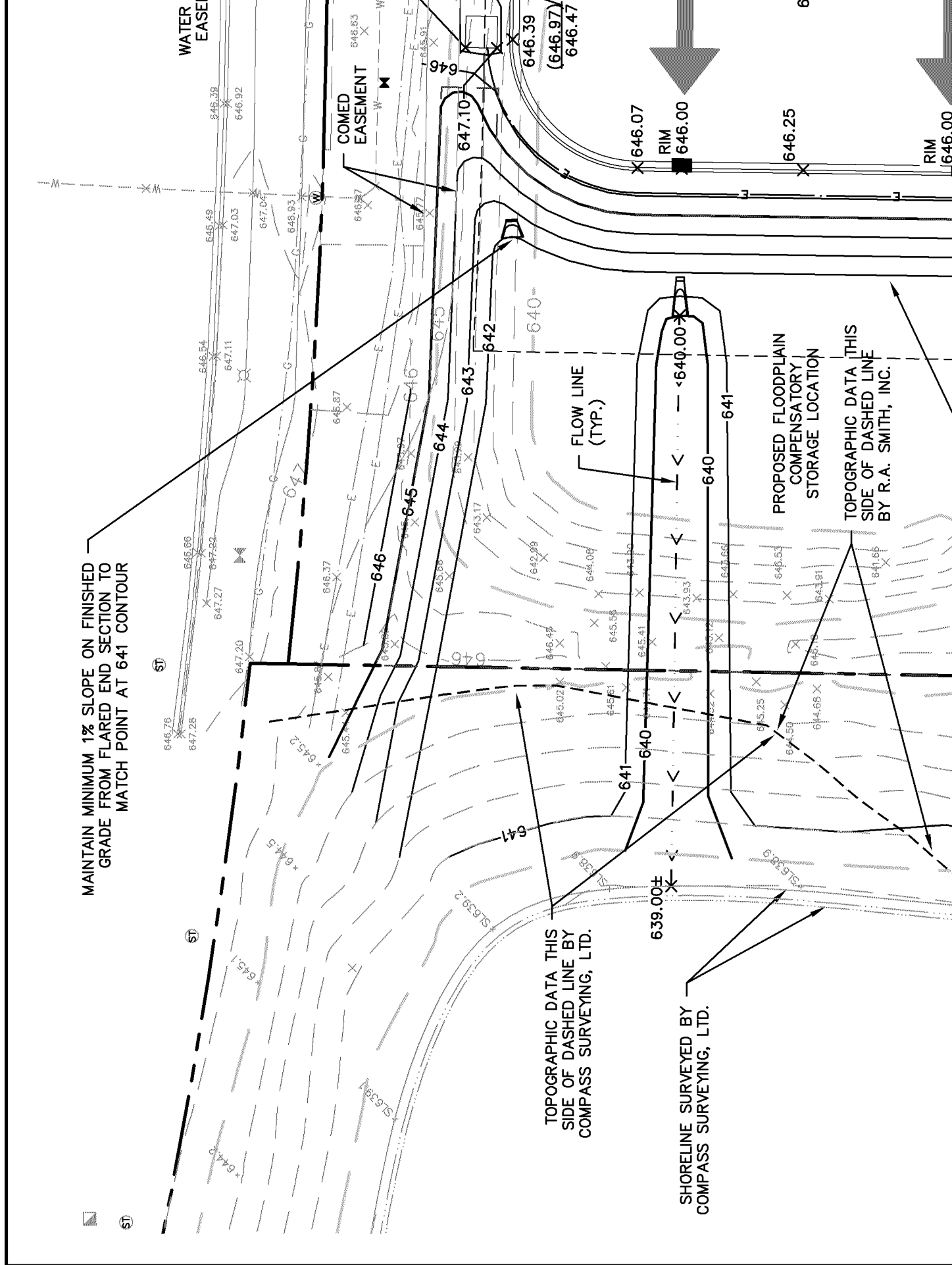
	= FOUND E.C. CO. ALUM. CAPPED MONUMENT
	= FOUND 3/4" IRON BAR
	= FOUND 1" O.D. IRON PIPE
	= SET 3/4" BY 18" IRON REBAR—1.50 LBS./
	= CABLE PEDESTAL
	= TELEPHONE PEDESTAL
	= ELECTRIC PEDESTAL
	= LIGHT POLE
	= SANITARY MANHOLE
	= HYDRANT
	= VALVE VAULT
	= STORM STRUCTURE
	= PULL BOX
	= CONIFEROUS TREE
	= DECIDUOUS TREE
	= UNDERGROUND COMMUNICATION
	= UNDERGROUND WATER MAIN
	= UNDERGROUND FIBER OPTIC
	= UNDERGROUND SANITARY SEWER
	= UNDERGROUND STORM SEWER
	= UNDERGROUND ELECTRIC

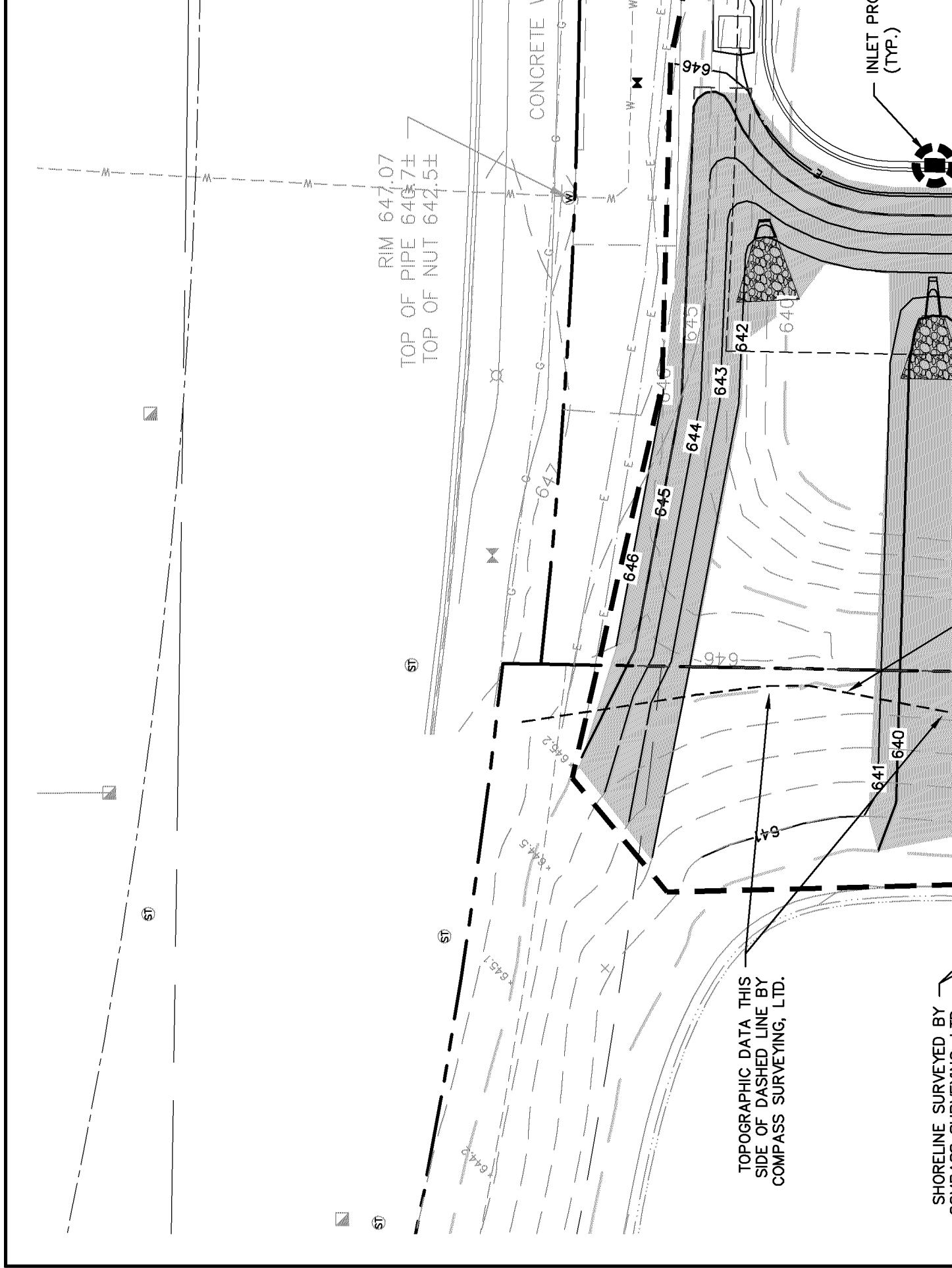
OWNER:

WOODMAN'S FOOD MARKET, INC.
2919 NORTH LEXINGTON DRIVE









12" N 640.67

RIM 645.15
BOTTOM 641.4±

RIM 645.39
INACCESSIBLE

RIM 646.55
N 637.2±
S 637.2±
E 637.2±

RIM 647.39
30" N 638.8±
24" S 638.8±
12" NW 638.8±

RIM 647.07
TOP OF PIPE 640.7±
TOP OF NUT 642.5±

COMED
EASEMENT

CONCRETE

STO FES 1300
8" E 642.00

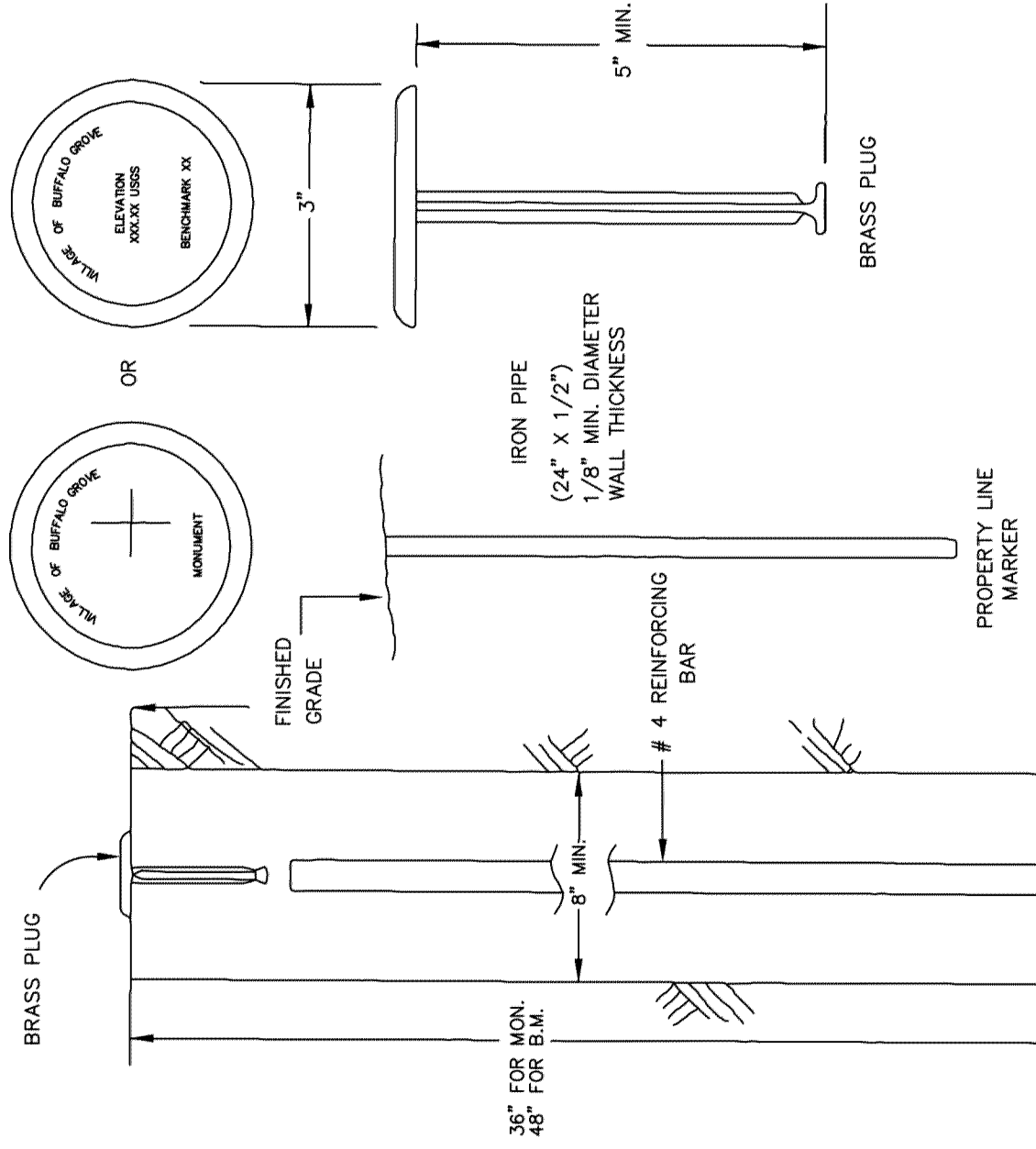
PROPOSED
STORMWATER
EASEMENT

39.80' - 8" @ 1.00%
STO SEWER

18.70' - 12" @ 1.07%
STO SEWER

STO FES 1000
12" E 640.00

EXHIBIT NO. 101





S.I. Storey
LUMBER COMPANY, INC.

S.I. STOREY LUMBER CO., INC.
285 SIKE STOREY RD NW
P.O. BOX 99
ARMUCHEE, GA 30105-0099
TOLL FREE: (888) 934-1605
PHONE: (706) 234-1605
FAX: (706) 235-8132
www.timbarrier.com

24" TO
RETAINING WALL

12" FOR POST
AND RAIL

24" TO BACK
OF CURB

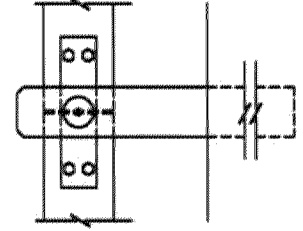
TOP OF S

TYP. RAIL SECTION

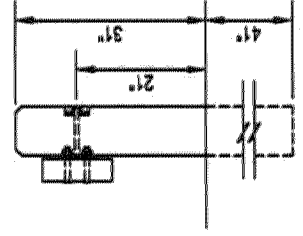
EDGE OF

FRONT ELEVATION

8" SPACING (TYPICAL)

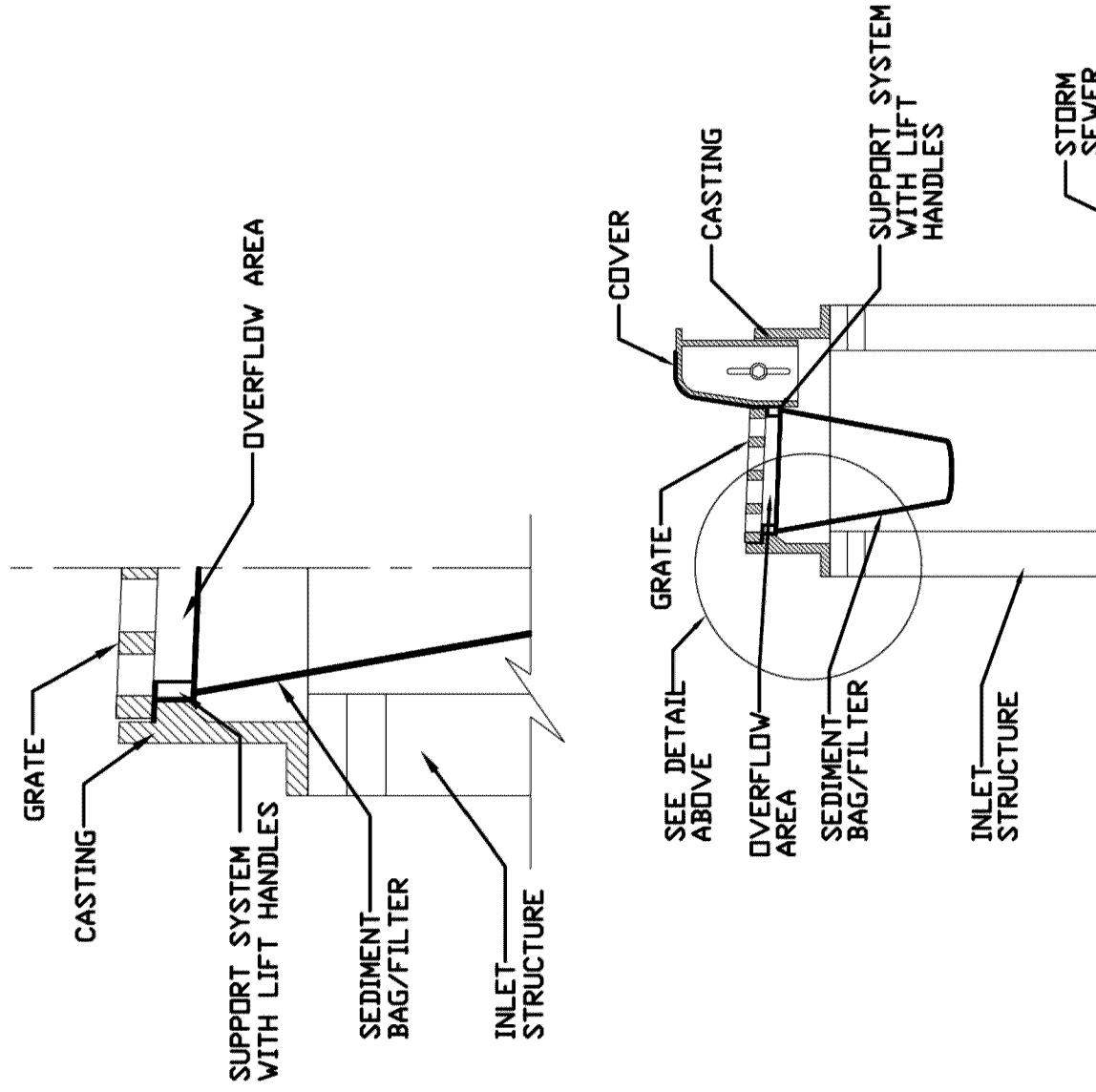


POST CONNECTION
NOT TO SCALE



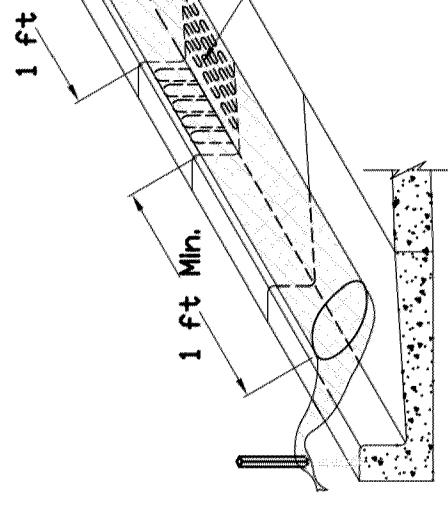
TYP. GUARDRAIL CROSS SECTION
1:10 SLOPE OR FLATTER

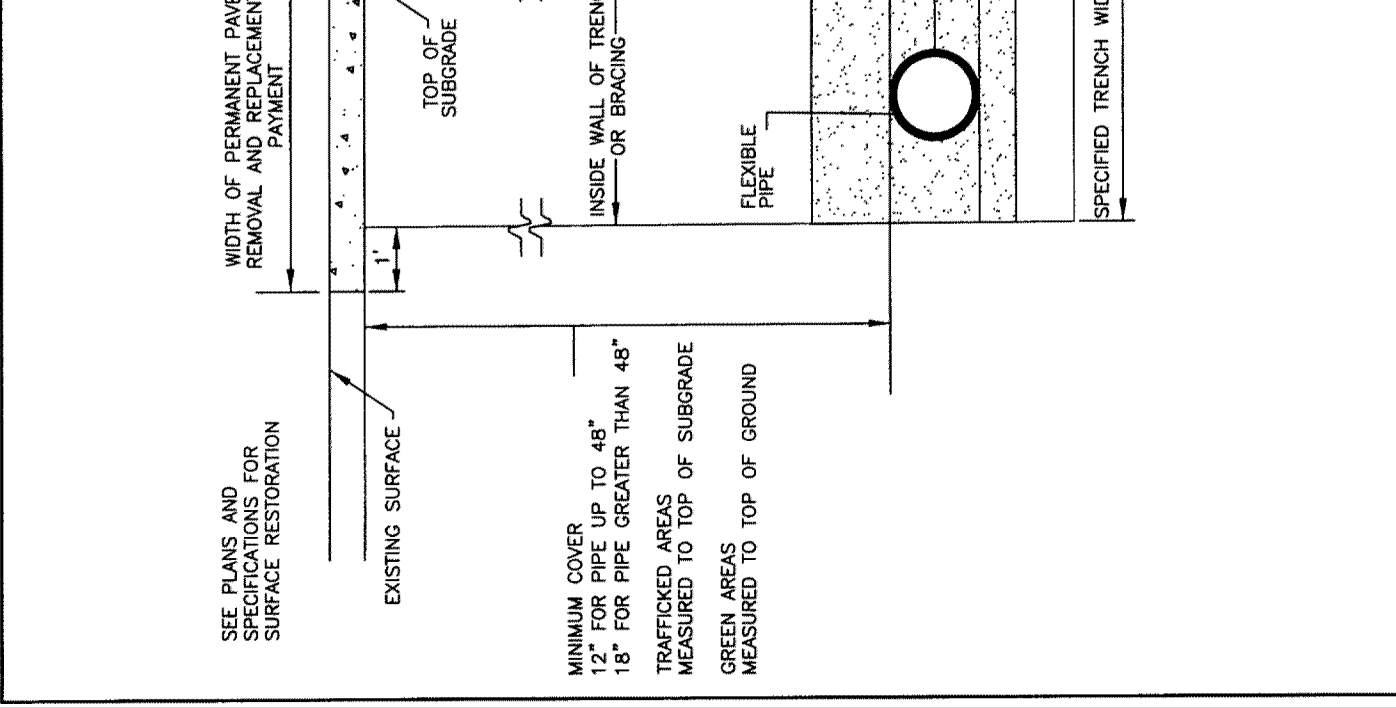
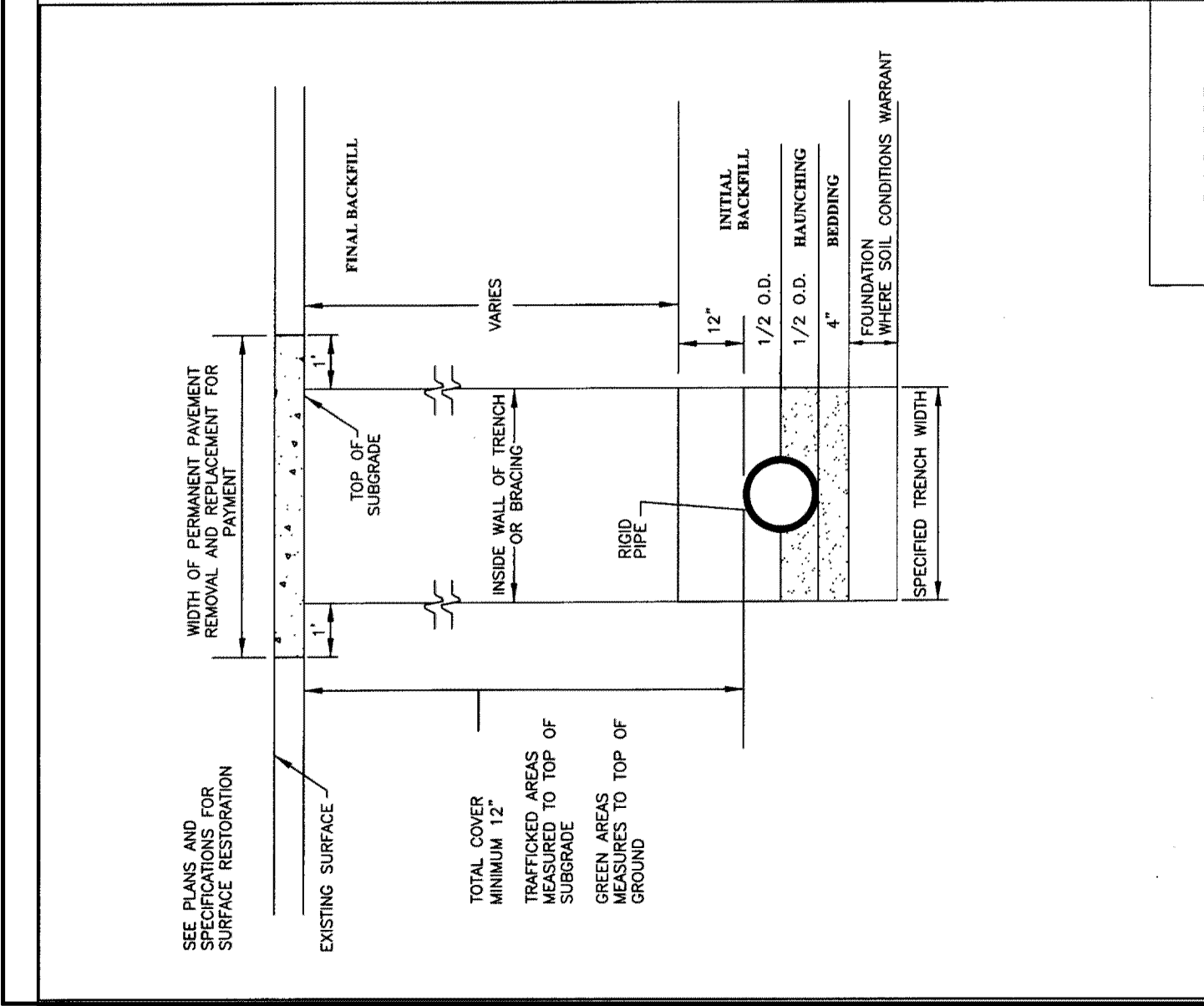
INLET PROTECTION - PAVED AREAS DROP-IN PROTECTION

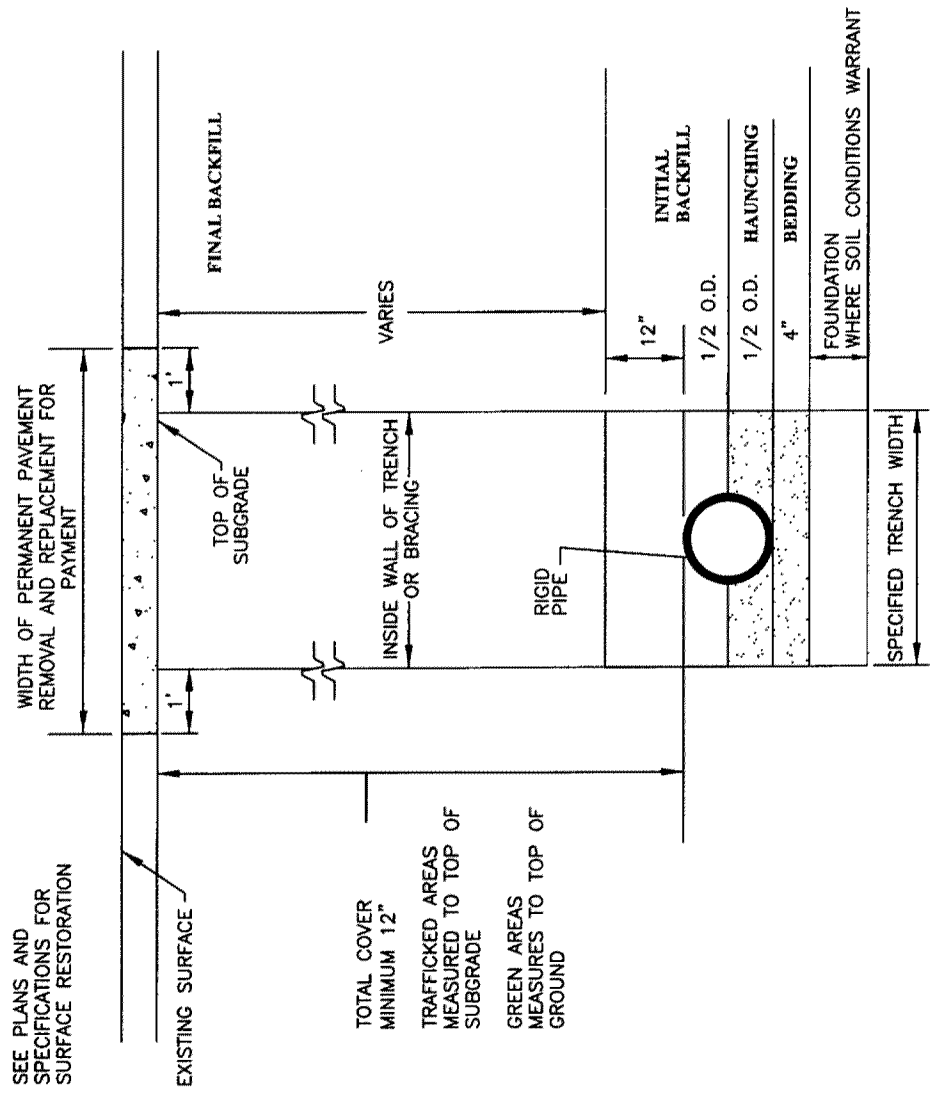


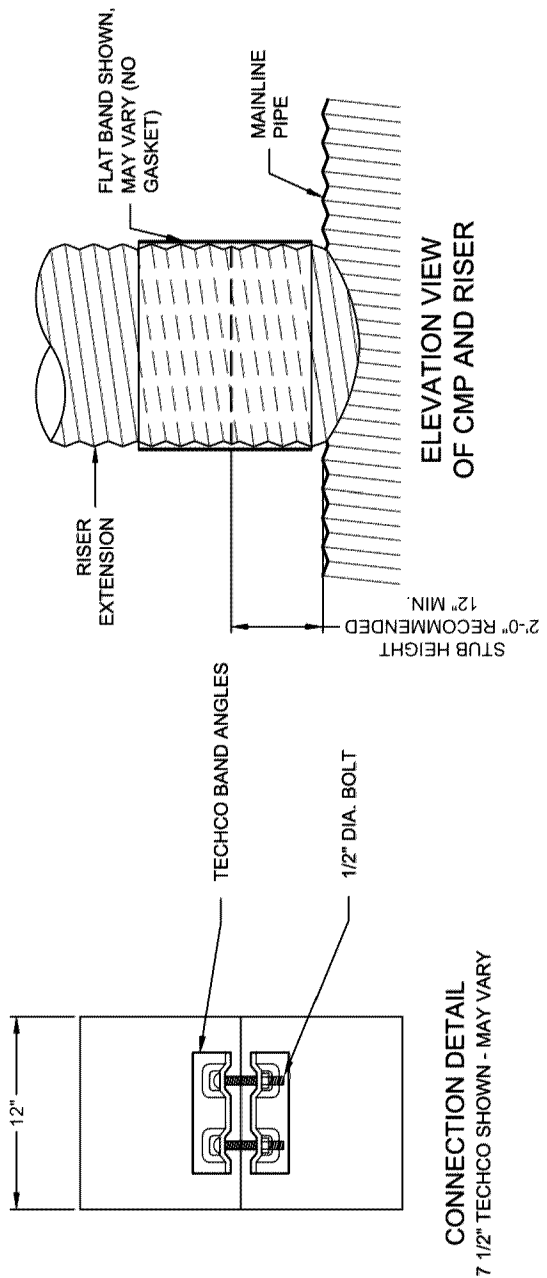
INLET PROTECTION CURB

STAKE THROUGH
NETTING OR OTHER
METHOD OF
ANCHORING ENDS





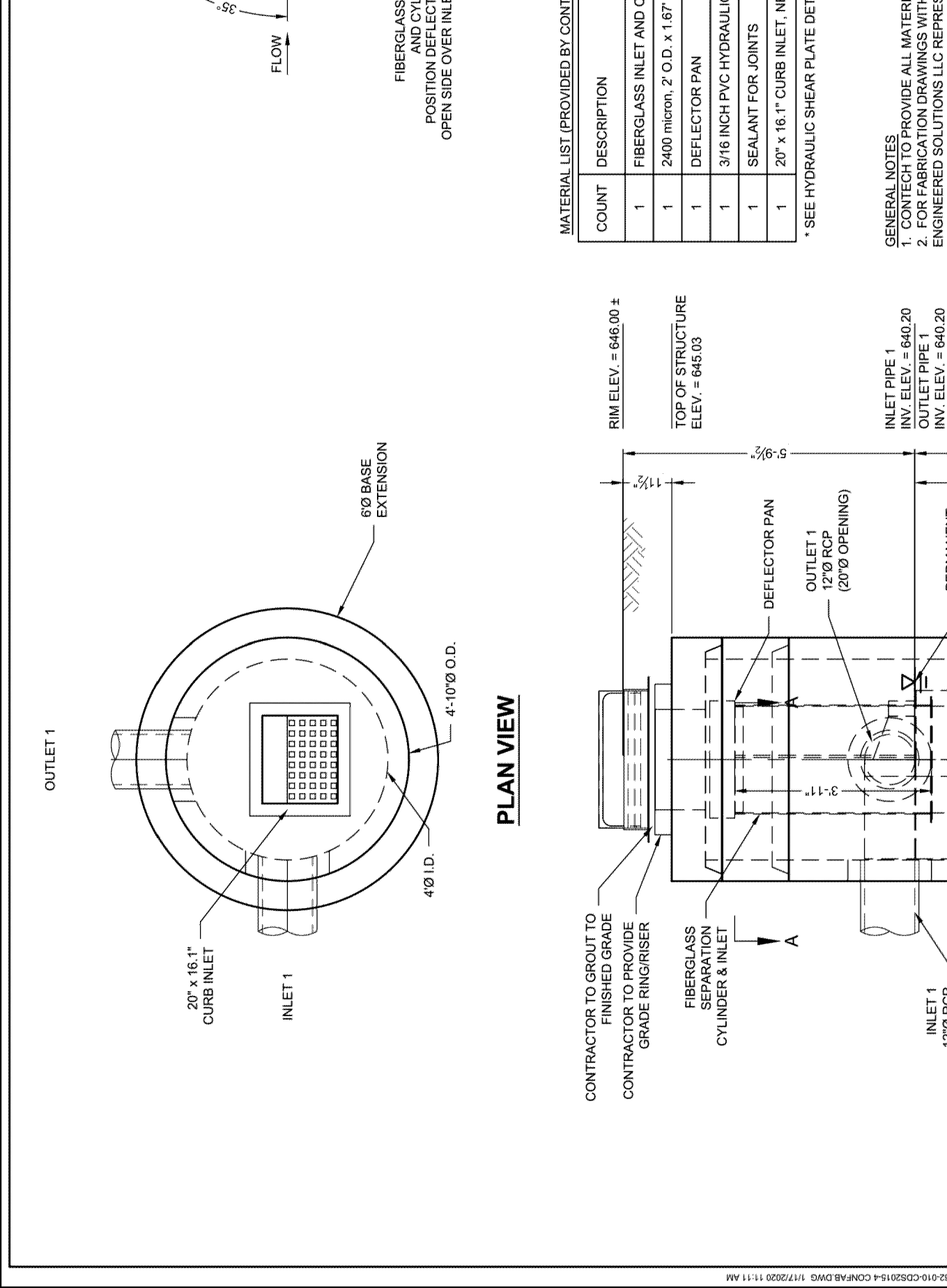




PLAIN END CMP RISER PIPE

GENERAL NOTES:

1. DELIVERED BAND STYLE AND FASTENER TYPE MAY VARY BY FABRICATION PLANT.
2. JOINT IS TO BE ASSEMBLED PER AASHTO BRIDGE CONSTRUCTION SPECIFICATION SEC 26.4.2.4.
3. BAND MATERIAL AND GAGE TO BE SAME AS RISER MATERIAL.
4. IF RISER HAS A HEIGHT OF COVER OF 10' OR MORE, USE A SLIP JOINT.
5. BANDS ARE NORMALLY FURNISHED AS FOLLOWS:
 - 12" THRU 48" 1-PIECE
 - 54" 2-PIECES
6. ALL RISER JOINT COMPONENTS WILL BE FIELD ASSEMBLED.

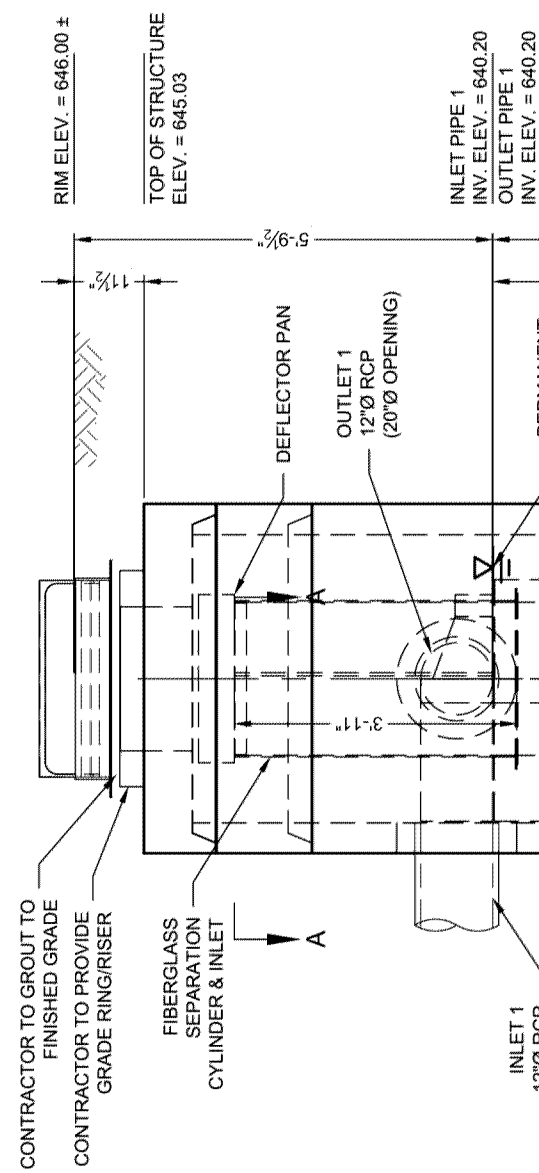


MATERIAL LIST (PROVIDED BY CONTRACTOR)

COUNT	DESCRIPTION
1	FIBERGLASS INLET AND OUTLET
1	2400 micron, 2' O.D. x 1.67'
1	DEFLECTOR PAN
1	3/16 INCH PVC HYDRAULIC
1	SEALANT FOR JOINTS
1	20" x 16.1" CURB INLET, N

* SEE HYDRAULIC SHEAR PLATE DETAIL

GENERAL NOTES
1. CONTECH TO PROVIDE ALL MATERIALS
2. FOR FABRICATION DRAWINGS WITH
ENGINEERED SOLUTIONS LLC REPRESENTATION



SPECIFICATIONS

A. GENERAL

1. THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE MUNICIPALITY FORTY- EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION AND ATTEND AN ON-SITE PRECONSTRUCTION MEETING WITH THE DEVELOPER, ENGINEER, CITY'S CONSTRUCTION REPRESENTATIVE AND OTHER REQUIRED CITY STAFF.
2. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND THE MUNICIPALITY, THEIR AGENTS, ETC, FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.
3. SITE SAFETY SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. THE BIDDER WILL BE SOLELY RESPONSIBLE FOR DETERMINING QUANTITIES AND SHALL STATE SUCH QUANTITIES IN HIS PROPOSAL. HE SHALL BASE HIS BID ON HIS OWN ESTIMATE OF THE WORK REQUIRED AND SHALL NOT RELY ON THE ENGINEER'S ESTIMATE.
5. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. GEOTECHNICAL REPORTS PREPARED BY GME CONSULTANTS OF ILLINOIS, INC. (GME PROJECT NO. B-3383, DATED 06/08/2007) AND CGC, INC. (CGC PROJECT NO. C16452, DATED 10/20/2016) ARE AVAILABLE FROM THE CONSTRUCTION MANAGER. THE CONTRACTOR SHALL ABIDE BY THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER AND THE CGC REPORT (EXCEPT FOR PAVEMENT THICKNESS - SEE PLANS).
6. THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL COMPARE FIELD CONDITIONS WITH DRAWINGS.
7. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS REQUIRED FOR EXECUTION OF THE WORK. THE CONTRACTOR SHALL CONDUCT HIS WORK ACCORDING TO THE REQUIREMENTS OF THE PERMITS.
8. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL UTILITY INFORMATION SHOWN ON THE PLANS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CALL J.U.L.I.E. AT 1-800-892-0123 TO NOTIFY THE UTILITIES OF HIS INTENTIONS, AND TO REQUEST FIELD STAKING OF EXISTING UTILITIES.
9. CONTRACTOR IS ADVISED THAT ALL MUD AND DEBRIS MUST NOT BE DEPOSITED ONTO THE ADJACENT ROADWAYS PER THE REQUIREMENT OF THE MUNICIPALITY OR OTHER APPROPRIATE GOVERNMENT AGENCIES.
10. ANY ADJACENT PROPERTIES OR ROAD RIGHT-OF-WAYS WHICH ARE DAMAGED DURING CONSTRUCTION MUST BE RESTORED BY THE CONTRACTOR. THE COST OF THE RESTORATION IS CONSIDERED INCIDENTAL, AND SHOULD BE INCLUDED IN THE BID PRICES.
11. CONTRACTOR SHALL WARRANT AND GUARANTEE ALL WORK FURNISHED UNDER THE PLANS AGAINST ANY DEFECT IN WORKMANSHIP OR MATERIAL FOR A PERIOD OF ONE (1) YEAR FOLLOWING THE DATE OF FINAL PROJECT ACCEPTANCE.
12. CONTRACTOR TO PERFORM ALL TESTING AS REQUIRED BY THE CITY MUNICIPAL CODE.



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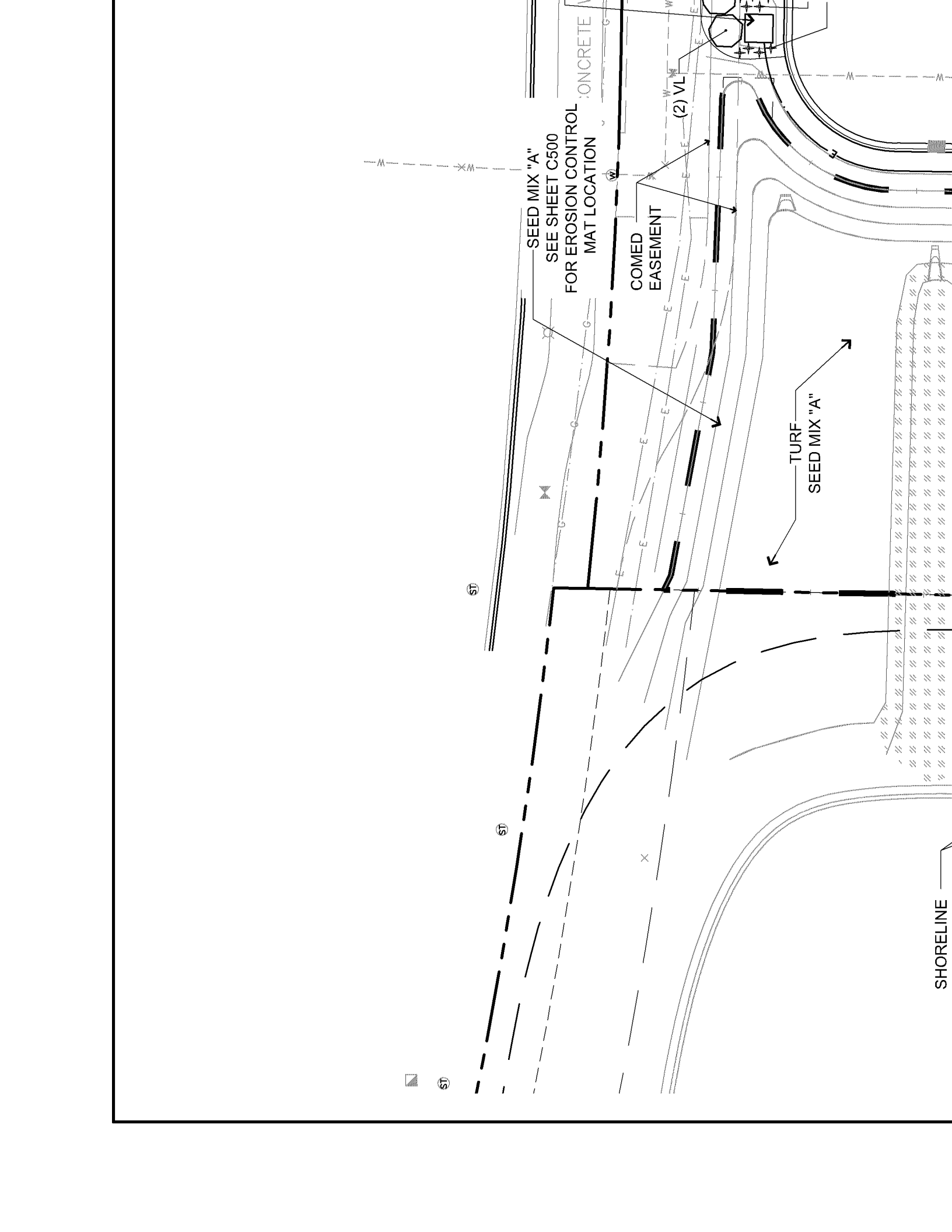
SEED MIX "A"
SEE SHEET C500
FOR EROSION CONTROL
MAT LOCATION

COMED
EASEMENT

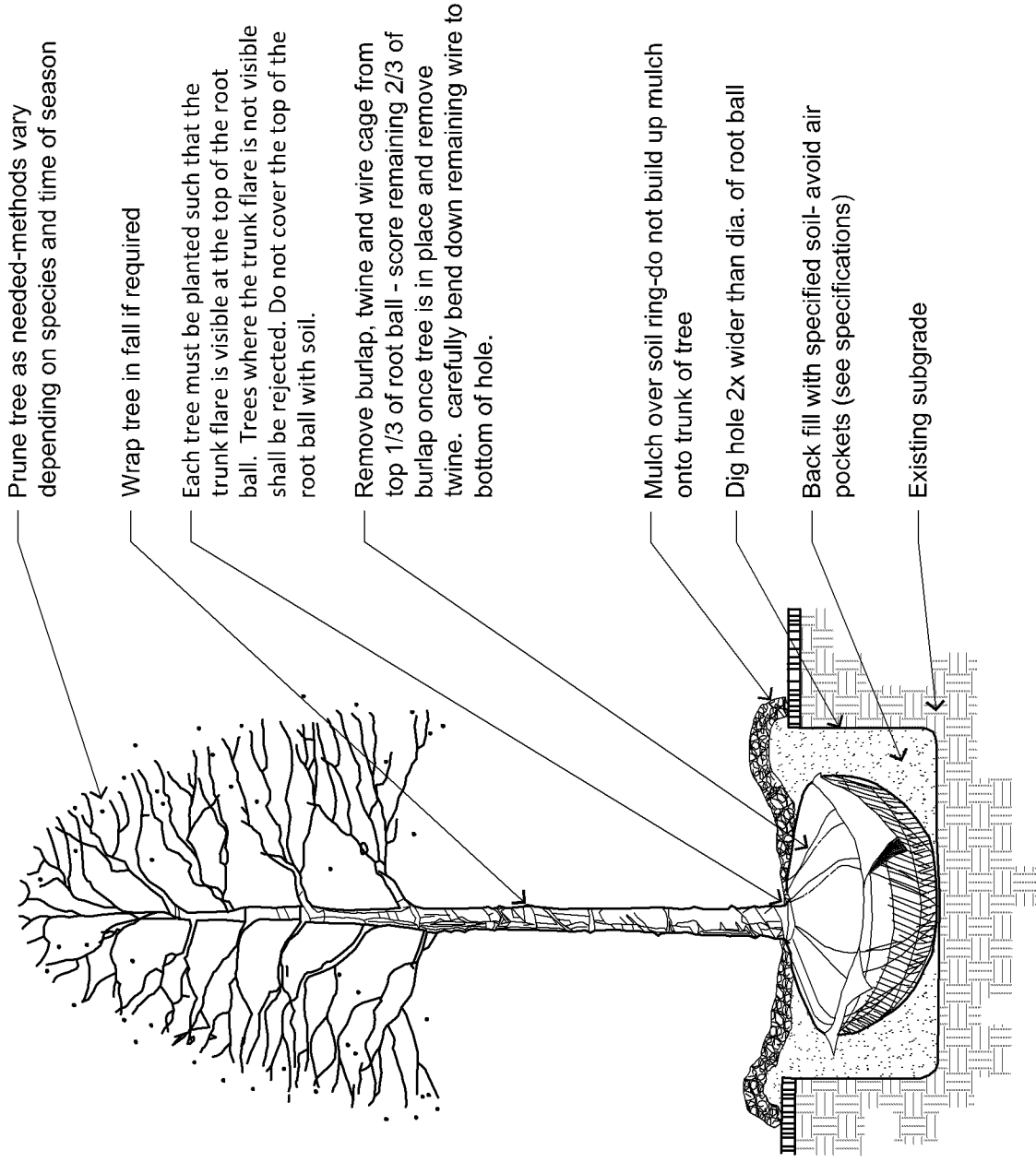
(2) VL

TURF
SEED MIX "A"

SHORELINE



GENERAL LANDSCAPE DETAILS



1

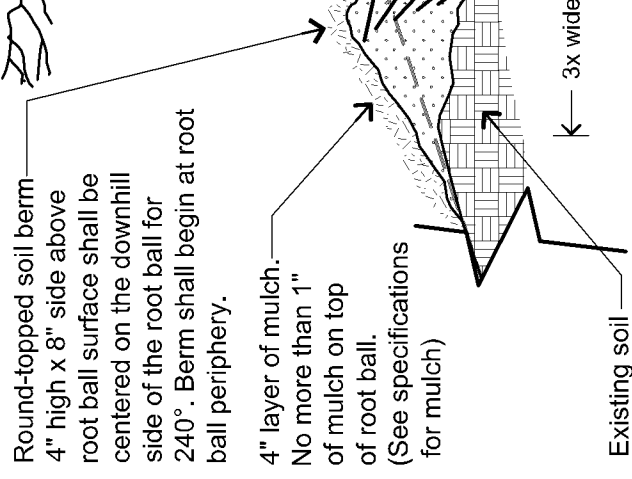
DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE

2

DECIDUOUS TREE

NOT TO SCALE




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CONSTRUCTION MANAGER'S OPINION OF PROBABLE CONSTRUCTION COST FOR

WOODMAN'S UNATTENDED GAS STATION
BUFFALO GROVE, ILLINOIS
(BASED ON PLANS BY raSmith DATED JANUARY 29, 2020)

DATE: 2/12/20

SUMMARY

A. EXCAVATION & GRADING	148,875.00
B. SITE PAVING	128,244.00
C. EXTERIOR IMPROVEMENTS	42,305.16
D. UTILITIES	207,693.75
E. LANDSCAPING	133,573.80
F. SITE LIGHTING	11,500.00
SUBTOTAL	\$672,191.71
ADD 8% for CONSTRUCTION ENGINEERING	53,775.34
SUBTOTAL	725,967.05
ADD 10% CONTINGENCY	72,596.70
TOTAL OPINION OF CONSTRUCTION COST	\$798,563.75

NOTE: THIS CONSTRUCTION MANAGER'S OPINION OF PROBABLE COST HAS BEEN PREPARED BASED UPON THE CONSTRUCTION MANAGER'S EXPERIENCE AS A DESIGN PROFESSIONAL AND IS FURNISHED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF ACTUAL CONSTRUCTION COSTS.

Attachment: Exhibit D Woodman's Unattended Fuel Station Civil, LA Plans (Development Improvement Agreement Woodman's Unattended


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CONSTRUCTION MANAGER'S OPINION OF PROBABLE CONSTRUCTION COST FOR

WOODMAN'S UNATTENDED GAS STATION
BUFFALO GROVE, ILLINOIS
(BASED ON PLANS BY raSmith DATED JANUARY 29, 2020)

DATE: 2/12/20

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
A. EXCAVATION & GRADING					
1.	Cut and Fill Site	5,701	C.Y.	6.50	37,056.50
2.	Topsoil Strip & Placement In Stock-Pile for Respread	1,258	C.Y.	4.00	5,032.00
3.	Site Material Export	3,787	C.Y.	18.00	68,166.00
4.	Perforated Riser	2	EA.	750.00	1,500.00
5.	Excavate Foundation Walls	654	C.Y.	17.00	11,118.00
6.	Backfill - Footings & Foundations w/ Imported Material	583	C.Y.	28.00	16,324.00
7.	Topsoil Respread & Fine Grading	679	C.Y.	4.00	2,716.00
8.	Silt Fence	877	L.F.	2.50	2,192.50
9.	Construction Entrance	139	S.Y.	30.00	4,170.00
10.	Inlet Protection	6	EA	100.00	600.00
TOTAL EXCAVATION & GRADING					148,875.00

Attachment: Exhibit D Woodman's Unattended Fuel Station Civil, LA Plans (Development Improvement Agreement Woodman's Unattended


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CONSTRUCTION MANAGER'S OPINION OF PROBABLE CONSTRUCTION COST FOR

WOODMAN'S UNATTENDED GAS STATION
BUFFALO GROVE, ILLINOIS
(BASED ON PLANS BY raSmith DATED JANUARY 29, 2020)

DATE: 2/12/20

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
B. SITE PAVING					
1.	Hma Binder Course (2.5 " Thick)	2,065	S.Y.	8.57	17,697.05
2.	Hma Surface Course (1.5" Thick)	2,065	S.Y.	5.38	11,109.70
3.	14" Base Course, CA-6, Type B (1.9 tons/cy)	2,065	S.Y.	17.73	36,612.45
4.	6" Aggregate Base (1.9 tons/cy)	73	S.Y.	7.60	554.80
5.	5" Pcc Sidewalk	656	S.F.	6.00	3,936.00
6.	B6.12 Concrete Curb & Gutter	613	L.F.	21.00	12,873.00
7.	7" PCC Pavement	4,906	S.F.	8.00	39,248.00
8.	9" Aggregate Base	545	S.Y.	11.40	6,213.00
TOTAL SITE PAVING					128,244.00

Attachment: Exhibit D Woodman's Unattended Fuel Station Civil, LA Plans (Development Improvement Agreement Woodman's Unattended


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CONSTRUCTION MANAGER'S OPINION OF PROBABLE CONSTRUCTION COST FOR

WOODMAN'S UNATTENDED GAS STATION
BUFFALO GROVE, ILLINOIS
(BASED ON PLANS BY raSmith DATED JANUARY 29, 2020)

DATE: 2/12/20

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
C. EXTERIOR IMPROVEMENTS					
1.	Pipe Bollards 8' Long- 6" Diameter	6	EA.	550.00	3,300.00
2.	Ideal Shield for Pipe Bollard, 4' Long - 6" Dia.	6	EA.	84.61	507.66
3.	Stainless Steel U - Bollards	8	EA.	325.00	2,600.00
4.	Cedar Fence 6'	187	L.F.	56.90	10,640.30
5.	Aluminum Pedestrian Fence 4'	328	L.F.	56.90	18,663.20
6.	Vehicle Guide Rail (Timber 4" x 8" w/ 6" x 8" Wood Posts)	157	L.F.	42.00	6,594.00
TOTAL EXTERIOR IMPROVEMENTS					42,305.16

Attachment: Exhibit D Woodman's Unattended Fuel Station Civil, LA Plans (Development Improvement Agreement Woodman's Unattended


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CONSTRUCTION MANAGER'S OPINION OF PROBABLE CONSTRUCTION COST FOR

WOODMAN'S UNATTENDED GAS STATION
BUFFALO GROVE, ILLINOIS
(BASED ON PLANS BY raSmith DATED JANUARY 29, 2020)

DATE: 2/12/20

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
D. UTILITIES					
Water Main					
1.	6" D.I. Water Main	143	L.F.	20.00	2,860.00
2.	1" Copper Water Service	226	L.F.	15.00	3,390.00
3.	1" Valve & Box	1	EA.	750.00	750.00
4.	6" Valve & 48- inch DIA Vault	1	EA.	2,200.00	2,200.00
5.	1" Tap to Existing 10" Water Main	1	EA.	1,000.00	1,000.00
6.	Depressurize, Install 10x6 TEE in 10" Water Main	1	EA.	2,500.00	2,500.00
7.	Fire Hydrant Assembly, Complete	1	EA.	1,700.00	1,700.00
STORM SEWER					
1.	12" RCP	243	L.F.	46.25	11,238.75
2.	21" RCP	40	L.F.	65.00	2,600.00
3.	24" RCP	32	L.F.	72.50	2,320.00
4.	8" PVC	267	L.F.	38.00	10,146.00
5.	48" Inlet Manhole w/ Frame & Grate	2	EA.	2,575.00	5,150.00
6.	48" Contech CDS Water Quality Manhole w/ Frame & Lid	2	EA.	8,500.00	17,000.00
7.	60" Manhole w/ Frame & Lid	1	EA.	3,550.00	3,550.00
8.	72" Outlet Control Structure w/ (2) Frames & Lid	1	EA.	5,500.00	5,500.00


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9.	48" Catch Basin w/ Frame & Grate	2	EA.	2,550.00	5,100.00
10.	24" RCP FES Incl. Bar Grate	1	EA.	2,600.00	2,600.00
11.	8" Metal FES	4	EA.	600.00	2,400.00
12.	Storm Retention System per CF w/ Exc & Backfi	14,803	C.F.	8.00	118,424.00
13.	Rotate Casting	1	EA.	615.00	615.00
14.	Replace Existing Casting	1	EA.	950.00	950.00

Storm Demolition

1.	Storm Demolition (42"/36"/30"/21" RCP)	210	L.F.	20.00	4,200.00
2.	Storm Drainage- Remove Manholes	3	EA.	500.00	1,500.00

TOTAL UTILITIES

207,693.75

Attachment: Exhibit D Woodman's Unattended Fuel Station Civil, LA Plans (Development Improvement Agreement Woodman's Unattended


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**CONSTRUCTION MANAGER'S OPINION OF PROBABLE CONSTRUCTION COST
FOR**

WOODMAN'S FOOD MARKET
BLOOMINGDALE, ILLINOIS
(BASED ON PLANS BY raSmith DATED NOVEMBER 27, 2017)

DATE: 2/12/20

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
E. LANDSCAPING					
1.	Retaining Wall, Recon, Complete	3,013	S.F.	34.60	104,249.80
2.	Landscaping	36,655	S.F.	0.80	29,324.00
TOTAL LANDSCAPING					133,573.80

Attachment: Exhibit D Woodman's Unattended Fuel Station Civil, LA Plans (Development Improvement Agreement Woodman's Unattended


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CONSTRUCTION MANAGER'S OPINION OF PROBABLE CONSTRUCTION COST FOR

WOODMAN'S UNATTENDED GAS STATION
BUFFALO GROVE, ILLINOIS
(BASED ON PLANS BY raSmith DATED JANUARY 29, 2020)

DATE: 2/12/20

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
F. SITE LIGHTING					
1.	Poles, Base, Head, Wiring	2	EA.	5,750.00	11,500.00
TOTAL SITE LIGHTING					11,500.00

Attachment: Exhibit D Woodman's Unattended Fuel Station Civil, LA Plans (Development Improvement Agreement Woodman's Unattended



**Resolution No. R-2020-9 : A Resolution Reallocating the 2020
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:

- resolution (DOCX)
- VillageofBuffaloGrove Letter (PDF)

Trustee Liaison
Smith

Staff Contact
Chris Stilling, Community Development

Tuesday, February 18, 2020

**VILLAGE OF BUFFALO GROVE
RESOLUTION NO. 2020-_____**

**A RESOLUTION OF THE VILLAGE OF BUFFALO GROVE ILLINOIS REALLOCATING
2020 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 \$105.00 per resident of the Municipality in calendar year 2020, or \$4,289,565 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, 2020, 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 2020 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 2020 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-2020-9 : A Resolution Reallocating the 2020 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 2020 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 2020 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 _____, 2020

AYES:

NAYS:

ABSENT:

PASSED THIS ____ DAY OF _____, 2020

Village President

ATTEST:

Village Clerk

Attachment: resolution (R-2020-9 : A Resolution Reallocating the 2020 Volume Cap)

January 20, 2020

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

Dear Dane:

I am writing to request your municipality's participation in Lake County's Private Activity Bond Clearinghouse (PABC) in 2020. 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 May 1, 2020. 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.

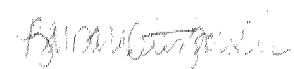
Please click on the following link to review the: ["State of Illinois' Guidelines and Procedures for the Allocation of Private Activity Bonding Authority in Accordance with the Tax Reform Act of 1986 and 30 ILCS 345"](#). Per page 5 of this document, this year's per capita amount is \$105.00, and the population data estimates outlined within these guidelines are based on Census information. **The population estimate for Village of Buffalo Grove is 40,853 bringing your municipality's 2020 allocation to \$4,289,565.**

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 847-597-1230.

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

Sincerely,



Barbara C. Prusila
Marketing & Communications Director

Attachment: VillageofBuffaloGrove Letter (R-2020-9 : A Resolution Reallocating the 2020 Volume Cap)



Ordinance No. O-2020-9 : Ordinance Approving a Text Amendment in the Industrial District to Allow Incidental Retail Uses as a Special Use

Recommendation of Action

The Planning & Zoning Commission unanimously recommended approval. Staff concurs with this recommendation.

SUMMARY: Metro Storage, located at 847 Deerfield Road, is seeking a text amendment to the Zoning Ordinance to allow incidental retail sales as a Special Use in the Industrial. Additional information can be found the attached staff memorandum.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOC)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Stilling, Community Development

Tuesday, February 18, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: February 13, 2020

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Text amendment to the Village Zoning Ordinance (Title 17 of the Buffalo Grove Municipal Code) to add language concerning a special use for an incidental retail use in storage facilities in the Industrial District.

BACKGROUND

The property at 847 Deerfield Road is currently improved with a Metro Storage facility approved by Ordinance 2016-055. The petitioners, Bob Heilman on behalf Metro Storage LLC would like to sell packing and shipping materials at the existing storage facility at 847 Deerfield Road.

The Zoning Code in the Industrial district does not list incidental retail uses to a storage facility as either a permitted or a special use. Hence, the Petitioner is seeking a request for a text amendment to add language concerning a special use for an incidental retail use in storage facilities in the Industrial District. There is also a subsequent request for the approval of a special use for an incidental retail use at the existing Metro Storage facility at 847 Deerfield Road.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The Planning & Zoning Commission unanimously recommended to the Village Board for the text amendment to Section 17.48.020C (Special Uses) in the Industrial District, which adds language concerning incidental retail uses at storage facilities.

Staff concurs with this recommendation.

PUBLIC HEARING COMMENTS

There were no comments from the public concerning this request.

PROPOSED TEXT AMENDEMENT

Pursuant to the Zoning Ordinance, the Industrial District does not allow incidental retail uses to a storage facility as either a permitted or a special use.

The following includes the text for the special uses permitted in the Industrial District as detailed in Section 17.48.020C. (Industrial district) as well as the proposed text amendment that is in bold under Subsection C.14.a:

Subsection C. Special Uses. The following special uses may be permitted in specific situations in accordance with the procedures outlined in Chapter 17.28 of this Title, as appropriate:

14. Retail uses, accessory to the primary use located on the premises, subject to the following conditions:

- a. Such retail use only sells products which are manufactured on the premises, or are considered incidental to the primary use.
- b. Such retail use does not occupy more than five percent or one thousand square feet, whichever is less, of the floor area of the primary building or structure located on the lot or parcel involved,
- c. The retail use does not require outside signs or storage, other than an identification sign not exceeding ten square feet, and otherwise in accordance with the sign ordinance of the Village,
- d. An additional parking area is provided; the area to have such additional required space as if the retail use was in addition to the floor area of the primary use and as required by Chapter 17.36 for a comparable use,
- e. Such special access requirements as are deemed necessary by the Village so as not to interfere with established public street traffic to and from the primary use;

Based on the proposed language of the text amendment, the Village has the opportunity to review any future requests on a case by case basis as a special use.

ACTION REQUESTED

Staff recommends that the Village Board approve an Ordinance amending the Village Zoning Ordinance (Title 17 of the Buffalo Grove Municipal Code) to add language concerning a special use for an incidental retail use in storage facilities in the Industrial District.

ORDINANCE NO. 2020 - _____

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE, TITLE 17, OF THE VILLAGE OF BUFFALO GROVE MUNICIPAL CODE

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

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 C. of Section 17.48.020, Special Uses, of the Village of Buffalo Grove Municipal Code, is hereby amended by adding the following:

14. *Retail uses, accessory to the primary use located on the premises, subject to the following conditions:*
- a. *Such retail use only sells products which are manufactured on the premises, or are considered incidental to the primary use,*
 - b. *Such retail use does not occupy more than five percent or one thousand square feet, whichever is less, of the floor area of the primary building or structure located on the lot or parcel involved,*
 - c. *The retail use does not require outside signs or storage, other than an identification sign not exceeding ten square feet, and otherwise in accordance with the sign ordinance of the Village,*
 - d. *An additional parking area is provided; the area to have such additional required space as if the retail use was in addition to the floor area of the primary use and as required by Chapter 17.36 for a comparable use,*
 - e. *Such special access requirements as are deemed necessary by the Village so as not to interfere with established public street traffic to and from the primary use;*

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. Any person violating any portion of this Ordinance shall be punished according to the provisions of Chapter 1.08 of the Buffalo Grove Municipal Code.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication. This Ordinance may be published in pamphlet form.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

PUBLISHED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk



Ordinance No. O-2020-10 : Ordinance Approving a Special Use for an Incidental Retail Use for 847 Deerfield Parkway

Recommendation of Action

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

SUMMARY: Metro Storage, located at 847 Deerfield Road, is seeking approval of a special use for an incidental retail use in the Industrial District.

ATTACHMENTS:

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

Trustee Liaison

Weidenfeld

Staff Contact

Chris Stilling, Community Development

Tuesday, February 18, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: February 13, 2020

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Ordinance approving a special use an incidental retail use in a storage facility in the Industrial District at 857 Deerfield Road.

BACKGROUND

The property at 847 Deerfield Road is currently improved with a Metro Storage facility approved by Ordinance 2016-055. Upon approval of the a text amendment to include the language which adds language concerning a special use for an incidental retail use in storage facilities in the Industrial District, Metro Storage LLC is requesting approval of a special use to sell packing and shipping materials at the existing Metro Storage facility at 847 Deerfield Road. The 150 square foot retail space will be located within the existing 1,000 square foot office space.



PLANNING & ZONING COMMISSION (PZC) **RECOMMENDATION**

The Planning & Zoning Commission unanimously approval of a special use for an incidental retail use at an existing storage facility in the Industrial District subject to the following conditions:

1. The special use is granted to Metro Storage LLC and said special use does not run with the land.
2. The special use granted may be assignable to subsequent petitioners seeking assignment of this special use as follows:
 - i. Upon application of a petition seeking assignment of this special use, the Village of Buffalo Grove, in their sole discretion, may approve the assignment administratively, or may refer it to the Planning & Zoning Commission and/or the Village Board for a public hearing.
 - ii. Such assignment shall be valid only upon the written approval of the Village of Buffalo Grove granting said assignment, which may be granted or denied for any reason.

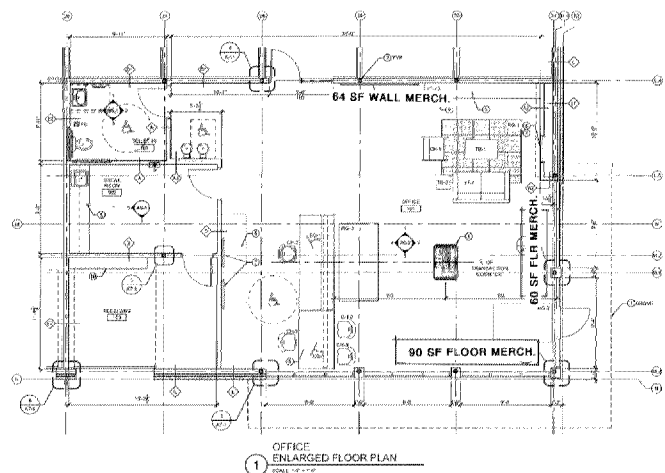
Staff concurs with this recommendation.

PUBLIC HEARING COMMENTS

There were no comments from the public concerning this request.

PLANNING & ZONING ANALYSIS***Zoning History and Proposed Special Use***

- In October 2016, Metro Storage LLC received approval for a preliminary plan approval for a three story 117,612 square foot self-storage building at 847 Deerfield Parkway.
- Pursuant to the Village Code, self-storage facilities are a permitted use in the Industrial Zoning District.
- As per the site plan from 2016, the property has 12 designated parking spaces. The Petitioner has mentioned the retail component is an ancillary use to the main self-storage facility, and hence will not drive additional customers to this location.
- The petitioner is proposing to have the ability to sell items such as cylinder locks for the self-storage units, and packaging material such as tape, bubble wrap and boxes.
- The floor plan shows items which will be displayed on 3 portions of the slat wall in the 1000 square feet office space.
- The retail space will occupy a total area of approximately 150 square feet.
- The 150 square foot retail space occupies less than the required 1,000 square feet of the Metro Storage building area of 117,612 square feet, as required by code.
- The retail space does not have any outside identification signs.
- Pursuant to the Zoning Code, 1 space is required for every 250 square feet of retail space. In this case, the 150 square foot space does not require any parking spaces. Additionally, The Petitioner has mentioned this is an ancillary use to the main self-storage facility and will not drive any more people.
- The Petitioner has mentioned that no additional Staff will be required for this retail space. Additionally, the office will not be remodeled or reconfigured.

**ACTION REQUESTED**

Staff recommends that the Village Board approve an Ordinance granting the special use, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2020 - ____

**AN ORDINANCE APPROVING A SPECIAL USE FOR AN INCIDENTAL RETAIL USE FITNESS IN THE
INDUSTRIAL DISTRICT AT 847 DEERFIELD PARKWAY
VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS**

**Metro Storage
847 Deerfield Parkway**

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

WHEREAS, Metro Storage LLC, ("Petitioner") has filed a petition for an incidental retail use in the Industrial District for the Property at 847 Deerfield Parkway, Buffalo Grove, IL ("Property"); and,

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on February 5, 2020 concerning the petition for the special use; and,

WHEREAS, the Planning & Zoning Commission made a finding and determined that the petition meets the criteria of a special use as set forth in the Buffalo Grove Zoning Ordinance, as described in the minutes attached as Exhibit B; and,

WHEREAS, the Planning & Zoning Commission unanimously recommended approval of the special use; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed special use is a reasonable use of the Property and will serve the best interests of the Village.

WHEREAS, the proposed special use shall be operated in accordance with and pursuant to the following exhibits:

EXHIBIT A Plans

EXHIBIT B Minutes from the February 5, 2020 Planning & Zoning Commission

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

Section 1. This Ordinance is made pursuant to and in accordance with the Village's Zoning Ordinance and the Village's Home Rule powers. The preceding whereas clauses are hereby made a part of this Ordinance.

Section 2. The Corporate Authorities hereby grant a special use for an incidental retail use in the Industrial District for the Property at 847 Deerfield Parkway, Buffalo Grove, IL, subject to the following conditions:

1. The special use is granted to Metro Storage LLC and said special use does not run with the land.
2. The special use granted may be assignable to subsequent petitioners seeking assignment of this special use as follows:
 - i. Upon application of a petition seeking assignment of this special use, the Village of Buffalo Grove, in their sole discretion, may approve the assignment administratively, or may refer it to the Planning & Zoning Commission and/or the Village Board for a public hearing.
 - ii. Such assignment shall be valid only upon the written approval of the Village of Buffalo Grove granting said assignment, which may be granted or denied for any reason.

Section 3. This Ordinance shall be in full force and effect upon passage.

This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman, Village President

EXHIBIT A
Plans

Metro Storage
847 Deerfield Parkway

EXHIBIT B
Minutes from the February 5, 2020 Planning & Zoning Commission

Metro Storage
847 Deerfield Parkway



November 21, 2019

Metro Storage – Request for Retail use in Existing Office Space

Metro Storage is requesting the ability to sell (retail) supplies to our customers consistent with packing and storing belongings. The items would be cylinder locks for the unit doors, tape, bubble wrap, and boxes. The items would be displayed on the existing slatwall in the office (approx. 5' x 8') and mobile cardboard box displays (2 or 3). Please see attached photos.

Sales would be transacted at the customer counter by the Property Manager. No additional staff or space is required for this additional service. Also, no remodeling or reconfiguration will be required.

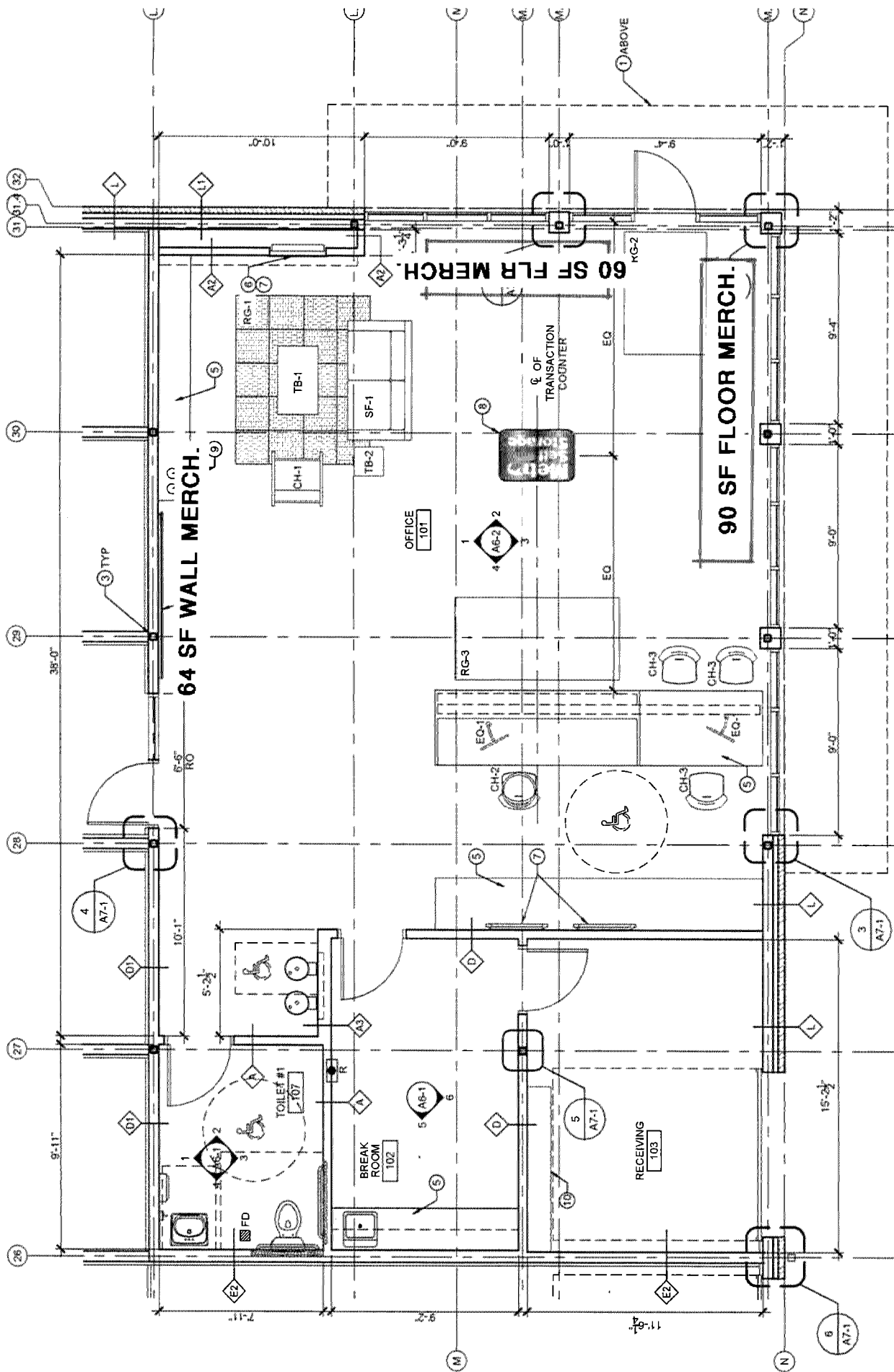
Metro operates retail sales out of all 140+ other stores in the same manner we propose at this location. We feel it simply good business to provide our customers with supplies on site that they require for storing their property.

The office, as existing, is approx. 1,000 sqft and contains the customer service counter, breakroom, restroom, coffee station, merchandising wall and seating area. As in our other facilities, customers either park near the office or in the designated loading bays and make their way into the office. The existing entrances to the office and parking areas will not change.

Metro's existing hours of operation will remain as they are: Mon-Fri 9:30am – 6:00pm (Property Manager on Duty) with slightly shorter hours on the weekend. Customer access hours by proprietary PIN will stay unchanged at 6:00 am – 10:00 pm daily.

Please see the attached office floor plan as well as a site plan for the facility.

Robert M Heilman
VP of Development
Registered Architect



17.28.040 - Criteria for special use.

A. All special uses shall meet the following criteria:

1. The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

Response: Metro Storage's retail sale of packing materials and storage supplies, made available to customers of the self-storage facility, is a convenience to the facilities' customers and is not detrimental to the public welfare. The sale of packing materials and storage supplies is complementary to the operation of a convenient, customer-friendly self storage business and does not alter the nature of the principal business being transacted on the property. The retail sales area is located within the existing 1,000 sq. ft. office/reception area, is an enhancement to the customer service provided by Metro Storage, and is comparable to an accessory use that is compatible with, and de minimis in proportion to, the principal use. The items for sale will be purchased by Metro Storage customers who are renting storage space at the facility. Based on its experience operating 100+ other self-storage locations which sell packing materials and storage supplies, Metro Storage anticipates only a small percentage of retail sales to non-customers.

2. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with said special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it shall be such that it will be in harmony with the appropriate, orderly development of the district in which it is located;

Response: The modestly sized area for display and retail sale of packing materials and storage supplies is located within the existing 1,000 sq. ft. office/reception area. The items for retail sale will be displayed on the existing slatwall in the office and on 2 or 3 mobile cardboard box displays. The addition of retail sales of packing materials and storage supplies to the activities conducted within Metro Storage will be a convenience to customers and will enhance the customers' experience. The modest scale of the retail display area within the office/reception area, and the limited range of convenience items targeted for sale to self-storage customers, indicates that this special use is harmonious with the self-storage business and will have no adverse affects on other businesses in the vicinity.

3. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair other property valuations with the neighborhood;

Response: The retail sale of packing materials and storage supplies within the office/reception area is an complementary, accessory activity to the principal business being operated by Metro Storage. The modest retail sales area is a convenience and a benefit to the self-storage customers and will have no impact on the value of other properties and the businesses that operate in the neighborhood.

4. The nature, location and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder or discourage the development and use of adjacent land and buildings in accord with the zoning district within which they lie;

Response: Metro Storage's self-storage facility is existing. The special use of retail sales of packing materials and office supplies will be conducted within the office of the existing building. The sale of packing materials and storage supplies is complementary to the operation of a convenient, customer-friendly self storage business and does not alter the nature of the principal business being transacted on the property. Accordingly, the special use consisting of a retail sales area for the sale of items which are used by customer of the storage facility, located within the office/reception area, will not impede, substantially hinder or discourage the development and use of adjacent land and buildings.

5. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;

Response: Not applicable.

6. Parking areas shall be of adequate size for the particular special use, which areas shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and from these parking areas shall be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets.

Response: The addition of retail sales of packing materials and storage supplies will be conducted within the office area and will have minimal impact, if any, on traffic or parking because the items for sale will be purchased by Metro Storage customers who are renting storage space at the facility. Based on its experience operating 140+ other self-storage locations which sell packing materials and storage supplies, Metro Storage anticipates only a small percentage of retail sales to non-customers.



Metro Storage – Buffalo Grove IL – Elevator Bay and Typical Corridor



Metro Storage – Buffalo Grove IL – Office Exterior



Metro Storage - Buffalo Grove IL - Office



Metro Storage – Buffalo Grove IL – Loading Bays

**Village of Buffalo Grove
Planning & Zoning Commission
Public Hearing**

Date: February 5, 2020

Location: Village Hall

Chairman Cesario called the hearing to order at 7:30pm in the Village Council Chambers, Buffalo Grove Municipal Building, 50 Raupp Boulevard, Buffalo Grove, Illinois.

Roll Call

Present: Commissioners Au, Cohn, Goldspiel, Khan, Moodhe, Chairman Cesario

Absent: Commissioners Richards, Weinstein, and Worlikar

Also Present: Ms. Nicole Woods, Deputy Director Community Development; Ms. Rati Akash, Village Planner; David Weidenfeld, Village Trustee

Metro Storage

Subject: Text Amendment for a Special Use in I District & Approval of Special Use

Bob Heilman (Metro Storage) was sworn in. Mr. Heilman presented his petition for retail use as ancillary to Special Use.

Commissioner Moodhe asked if this was standard practice for the storage industry. Mr. Heilman said it was standard for most storage facilities and start for all of Metro Storage. Commissioner Moodhe asked if there would be advertising anticipated. Mr. Heilman said that this was typically not advertised except for maybe a small sliding sign as this was offered for the convenience of customers.

Village Staff said that there were no negative comments received from the community.

Chairman Cesario asked if this was where people would normally go for moving supplies. Mr. Heilman said that actually most people go to a big box store or Uhaul.

Chairman Cesario entered the Village Staff Report as Exhibit 1; he entered the picture submitted as Exhibit 2.

The first public hearing closed at 7:38pm

Commissioner Khan made a motion for positive recommendation to the Village Board for the text amendment to Section 17.48.020C (Special Uses) in the Industrial District, which adds language concerning incidental retail uses and approval of a special use for an incidental retail use at an existing storage facility in the Industrial District, subject to the conditions in the Staff Report.

Commissioner Moodhe seconded the motion.

Aye: Au, Cohn, Goldspiel, Khan, Moodhe, Cesaro

Nay: None

Abstain: None

The motion passed 6:0:0.

Other Matters for Consideration

None

Minutes

No minutes were available to approve.

Commissioner Moodhe asked about approving the minutes from the previous meeting before the cancellations. Ms. Woods said that the December 18 minutes would be brought forward at the next meeting.

Chairman's Report

None

Committee and Liaison Reports

Commissioner Khan said that he attended the Village Board meeting, and the marijuana facility location change was approved 5:1.

Staff Report/Future Agenda Schedule

Ms. Woods said that the Village was working on the Comprehensive Plan. The Existing Conditions report had been completed and shared with the Board. The Steering Committee was meeting on Tuesday before making it available to the public.

Ms. Woods said that she would love to get feedback on the Features Website Pilot Project to see if the outreach was working. Chairman Cesario noted that people tended to take the path of least resistance, and new formats took time to gain traction. Commissioner Au said that the same people seemed to be commenting and responding in the public formats.

Ms. Akash asked everyone to mark their calendars for April 1 for Census 2020. Residents would start seeing mailings in March. The Village was trying to reach out to residents to ensure that everyone participates. It was a confidential process but a critical one to allow the Village to properly handle community needs.

Public Comments and Questions

None

Adjournment

At 8:39pm, a motion was made by Commissioner Moodhe to adjourn the meeting. Commissioner Khan seconded. Motion passed unanimously.



**Ordinance No. O-2020-11 : Ordinance Amending Chapter 5.20 -
Liquor Controls**

Recommendation of Action

Staff recommends approval.

SUMMARY: A Class A liquor license is reserved for Yang Group, Inc. d/b/a Sushi Grove at 154 McHenry Road. This reservation is subject to the applicant completing Village requirements for said license on or before June 9, 2020. The Village Manager shall have the authority to extend the June 9, 2020 date for good cause shown. If not so extended, this reservation shall cease. The Class A liquor license for Sushi Grove, Inc. at 154-158 McHenry Road is hereby rescinded effective February 19, 2020.

ATTACHMENTS:

- Ord Class A - Yang Group (Sushi Grove) (DOCX)

Trustee Liaison
Sussman

Staff Contact
Julie Kamka, Office of the Village Manager

Tuesday, February 18, 2020

Underlined = addition
~~Strikethroughs~~ = deletion
 02/03/2020

ORDINANCE NO. 2020 -

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

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

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

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

Class A.

Licensee and d/b/a

Address

- | | |
|--|---------------------------------|
| 1. Luma , LLC d/b/a Lou Malnati's | 85 South Buffalo Grove Road |
| 2. Select Restaurants, Inc. d/b/a
Countyline Tavern | 800 Lake-Cook Road |
| 3. Rack 'Em Up Chicago, Inc. | 312 McHenry Road |
| 4. The Schwaben Center | 301 Weiland Road |
| 5. Sushi Grove, Inc. | 154-158 McHenry Road |
| 6.5. Midas Banquets, Inc. d/b/a Astoria Banquets | 1375 W. Dundee Road |
| 7.6. Progressive Management Services, LLC | 401 Half Day Road |
| 8.7. Chef Adam, Inc. d/b/a
The Grove Banquets and Catering | 301 Weiland Road |
| 9.8. La Minita, Inc. d/b/a
Mi Mexico Mexican Restaurant | 220 N. Milwaukee Avenue |
| 10.9. K1 Speed, Inc. | 301 Hastings Lane |
| 11.10. SHK, USA, Inc. d/b/a Kum Kang San | 1329 W. Dundee Road |
| 12.11. Leiserv, LLC d/b/a Bowlero – Buffalo Grove | 350 McHenry Road |
| 13.12. Le Presa Restaurant, Inc. | 86 W. Dundee Road |
| 14.13. BRI Incorporated d/b/a The Wild Buffalo | 48 Raupp Boulevard |
| 15.14. Spyder Entertainment, Inc. d/b/a Traktir the 12 Chairs | 1224 W. Dundee Road |

16 .15.	Telugu Ruchulu of BG, LLC d/b/a Nawabi Hyderabad House Biryani Place	228 McHenry Road
17 .16.	Themi's Pizza, LLC d/b/a Giordano's of Buffalo Grove	270 McHenry Road
18 .17.	Black Pepper, Inc. d/b/a Rivaj Indian Cuisine	1034 Weiland Road
19 .18.	FREP PH Management, LLC	2710 Main Street
20.19.	Yang Group, Inc. d/b/a Sushi Grove	154 McHenry Road

Section 2.

- A. A Class A liquor license is reserved for Yang Group, Inc. d/b/a Sushi Grove at 154 McHenry Road. This reservation is subject to the applicant completing Village requirements for said license on or before June 9, 2020. The Village Manager shall have the authority to extend the June 9, 2020 date for good cause shown. If not so extended, this reservation shall cease.
- B. The Class A liquor license for Sushi Grove, Inc. at 154-158 McHenry Road is hereby rescinded effective February 19, 2020.
- C. This Section 2 shall not be codified.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



Ordinance No. O-2020-12 : Ciorba Group Lift Station Construction Administration Services

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends approval of the Ciorba Group Construction Administration Services contract for Chatham Lift Station Reconstruction, subject to review and approval by Village Attorney.

ATTACHMENTS:

- Ciorba Memo (DOCX)
- Ciorba Ordinance (DOCX)
- 2020-01-29 Chatham Construction Proposal COMPLETE (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Tuesday, February 18, 2020

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: February 13, 2020
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: Ciorba Group Construction Administration Services Agreement

Ciorba Group, Inc. has submitted a Construction Administration Services Contract for construction oversight of the Chatham Lift Station Reconstruction Project. Staff has scheduled bid opening for the project on February 28th, 2020. Pending the proposed pricing, staff will seek board approval at the March 16th, 2020 Board Meeting.

Construction is expected to start April of 2020 and last until November of 2020. Ciorba Group will provide part time oversight during that time, which is the expected coverage for this type of project. Ciorba Group has recent, successful experience with the Village on similar projects. They will be utilizing the same team for the Chatham Lift Station Reconstruction Project.

Based upon the scope of work the total value of this contract is a not to exceed amount of \$38,977.40.

Staff recommends approval of the Ciorba Group, Inc. contract.

ORDINANCE 2020-_____

AN ORDINANCE AUTHORIZING A CONSTRUCTION ADMINISTRATION PHASE AGREEMENT WITH CIORBA GROUP, INC.

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

WHEREAS, the Village seeks to enter into a Construction Administration Agreement with Ciorba Group, Inc. for construction oversight of Chatham Lift Station Reconstruction,

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

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

SECTION 2. The Village Manager is authorized to enter into a Construction Administration Agreement with Ciorba Group, Inc. for construction oversight of Chatham Lift Station Reconstruction at a price not to exceed \$38,977.40.

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: _____, 2020

APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Ciorba Ordinance (O-2020-12 : Ciorba Group Lift Station Construction Engineering)

January 29, 2020

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

**Subject: Chatham Lift Station
Proposal for Construction Administration Services**

Dear Mr. Johnson:

Per your request, Ciorba Group, Inc. has prepared a proposal for **Construction Administration Services for the Chatham Lift Station Reconstruction**. Our Scope of Services is outlined in Exhibit A, which we understand to include the following:

Construction Administration Phase: Construction engineering services will include the planning and leading of a preconstruction meeting with the Contractor, Village, and other invited parties; Shop drawing review of submittals provided by the Contractor as outlined in the Contract Documents; Part-time construction observation and documentation; Preparation of punch-list and coordination with the Contractor; Completion of Construction Record Drawings.

The engineering fee for the **Construction Administration Phase** is not to exceed **\$38,977.40**. Actual time on the project will be invoiced. A breakdown of the fee is provided in Exhibit C.

Fees in this proposal shall remain fixed until December 31, 2020. Should you have any questions please contact me at 773-355-2947. We appreciate the opportunity of submitting this proposal to the Village on this important public improvement project.

Please contact me with any questions.

Sincerely,
Ciorba Group, Inc.



Luke A. Mattson, P.E.
Water Resources Project Manager

Agreement for Engineering Services Village of Buffalo Grove Chatham Lift Station Reconstruction Construction Engineering Services

This AGREEMENT, made effective this _____ day of _____, 20____ by and between the VILLAGE of Buffalo Grove (hereinafter referred to as the "VILLAGE"), and Ciorba Group, Inc. located at 8725 W. Higgins Road, Suite 600 in Chicago, Illinois, a firm of Consultants (hereinafter referred to as "CIORBA"), with regard to providing **construction** engineering and other services in connection with the North Park Lift Station Rehabilitation (hereinafter referred to as the "PROJECT"). The PROJECT involves the reconstruction of the Chatham Lift Station, located at 739 Weidner Road which includes the selective demolition of existing station, construction of new wet well with duplex submersible pump system and control panel, associated electrical, instrumentation, and civil work, restoration, and other related incidental work.

NOW THEREFORE, the VILLAGE and CIORBA, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

Basic Agreements of Ciorba

1. CIORBA, in signing this AGREEMENT, certifies that it is in compliance with the Illinois Statutes relating to professional registration of individuals and to corporate practice for rendering such services. CIORBA further certifies that 362525351 is its correct Federal Taxpayer Identification Number and that it is doing business as a corporation.
2. CIORBA does hereby certify that it is not barred from entering into this contract as a result of a violation of either Sec. 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4 of Chapter 38, Illinois Revised Statutes.
3. CIORBA warrants that it has complied with applicable Federal, State and local laws pertaining to labor, equal employment opportunity and contract procurement and knows of no violations thereof, and such warranty shall survive until time of completion of the project.
4. CIORBA agrees to perform certain enumerated services in connection with the PROJECT hereinafter stated as described in EXHIBIT A—SCOPE OF SERVICES. CIORBA will serve as the VILLAGE'S representative in those phases of the Project to which this Agreement applies and will give consultation and advice to the VILLAGE during the performance of its services.
5. The work shall commence within five (5) days of receiving written authorization to proceed from the VILLAGE. Services shall be completed in accordance with the PROJECT SCHEDULE shown as EXHIBIT B. Time to complete the services excludes from consideration periods of delay caused by circumstances beyond the control of CIORBA and, if applicable, review time by any necessary State and Federal agencies.

6. CIORBA agrees to maintain insurance coverage in the following minimum amounts:

Professional Liability	\$2,000,000 per claim/aggregate
General Liability	\$1,000,000 Each Occurrence - Bodily Injury \$1,000,000 Each Occurrence - Property Damage \$2,000,000 Aggregate
Automotive Liability - including non-ownership and hired car coverage	\$1,000,000 Per Person/Per Occurrence
Employer's Liability	\$500,000 Each
Worker's Compensation	Per Statutory Amount

CIORBA shall file with the VILLAGE a Certificate of Insurance showing complete coverage of all insurance required, signed by the insurance companies or their authorized agents. Each certificate shall provide that the coverage shall not be terminated without 30 days advance written notice to the VILLAGE except for 10 days notice for cancellation due to non-payment. CIORBA shall name the VILLAGE as an additional insured for general liability and automotive liability for limits stated above. ENGINEER shall require all subcontractors and subconsultants to carry insurance in the amounts stated above.

7. As per Exhibit A, CIORBA will attend conferences and will visit the site of the work at any reasonable time when requested to do so by the VILLAGE.
8. All construction documentation to be furnished by CIORBA, pursuant to this AGREEMENT, will be in accordance with the current standard specifications and policies of the VILLAGE. It is understood that all such documentation shall, before being finally accepted, be subject to the approval of the VILLAGE.
9. CIORBA shall perform its services consistent with the prevailing practices and customs of like firms performing similar services. CIORBA shall be responsible for the accuracy of its own services and shall promptly make necessary revisions or corrections resulting from its errors or negligent acts without additional compensation for such services. Acceptance of the Work by the VILLAGE will not relieve CIORBA of the responsibility for subsequent corrections of any such errors or omissions or for clarification of any ambiguities.

Basic Agreements of The VILLAGE

1. The VILLAGE'S representative for this project shall be the Director of Public Works or his authorized designee. CIORBA'S designated representative shall be Luke Mattson. Such representatives shall have authority to act on behalf of their respective principals and render decisions efficiently. Either party may change its designated representative by a writing sent to the other.
2. The VILLAGE will pay CIORBA for the performance of the contract as follows:
 - a. On a monthly basis upon receipt of an invoice based on the actual cost of work completed. "Actual Cost" is defined as the direct labor costs associated with the personnel used for the

work times a direct labor multiplier of 2.9 to cover profit, overhead, payroll burden and fringe benefits plus direct costs. Direct costs are travel, printing and other out-of-pocket expenses. Direct costs will be reimbursed to CIORBA at their cost with no additional service charge. If the VILLAGE identifies an item in the invoice which appears to be in error, the VILLAGE may withhold the amount in question but shall pay the balance of the invoiced amount and provide the CIORBA with a statement concerning the questioned item. Alternatively, the VILLAGE may pay the full amount of the invoice, provide a statement of the questioned item, and adjustment, if appropriate, will be made in the next subsequent invoice submitted by CIORBA, all pending further discussion between the parties. Direct labor costs for employees shall be consistent with the hourly rate ranges shown on the attached EXHIBIT C.

- b. The upper limit of compensation shall not exceed \$ 38,977.40 and is detailed in EXHIBIT C - COST ESTIMATE OF CONSULTANT SERVICES, ESTIMATED STAFF HOURS, IN-HOUSE DIRECT COSTS and SERVICES BY OTHERS forms.
 - c. The upper limit of compensation may be increased or decreased by subsequent agreement between the contractual and approving parties in writing with signatures by both the VILLAGE and CIORBA if there is a major change in the scope, character or complexity of the work.
3. The VILLAGE agrees to furnish CIORBA with all available plans, utility atlases and survey data useful to the work to be done by CIORBA. CIORBA shall have the right to rely on the accuracy of any information provided by the VILLAGE or VILLAGE consultants. CIORBA shall not be responsible for the acts or omissions of the VILLAGE's other consultants, or any other person or entity performing work on the PROJECT who are not under the direct control or authority of CIORBA.
 4. The VILLAGE agrees that, should the VILLAGE require Extra Work, the VILLAGE will pay CIORBA for such Extra Work on the basis of his actual costs - "actual cost" being defined in paragraph 2.a. of the BASIC AGREEMENTS OF THE VILLAGE. Extra Work is defined as any engineering services required beyond the Scope of Services listed in paragraph 5 of the BASIC AGREEMENTS OF CIORBA. The maximum compensation for Extra Work shall be an amount mutually agreed to by the VILLAGE and CIORBA. Extra Work shall not commence until written authorization is received from the VILLAGE. Notwithstanding the foregoing, should CIORBA receive subpoenas or be subject to court orders arising from the Work, CIORBA shall upon notice to the VILLAGE be compensated for compliance with said subpoenas or orders by VILLAGE at CIORBA'S then prevailing hourly rates.

General Conditions

1. This contract shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless done so in writing with signatures by both the VILLAGE and CIORBA.
2. The VILLAGE and CIORBA each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto. Both VILLAGE and CIORBA agree that neither shall take any action to assert any claims or lawsuits against an individual officer, employee, agent, owners of the other. This AGREEMENT shall not be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and CIORBA. No third-party beneficiaries are created by this AGREEMENT.
3. Copies of construction records and other documents prepared by CIORBA in accordance with this AGREEMENT shall upon request be delivered to the VILLAGE per Exhibit A.

4. That none of the services to be furnished by CIORBA, other than those shown in EXHIBIT A, shall be sublet, assigned, or transferred to any other party or parties without written consent of the VILLAGE. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by CIORBA shall not be construed to relieve CIORBA of the responsibility for the fulfillment of this AGREEMENT.
5. CIORBA assumes no responsibility for the detection or removal of any hazardous substances found at the job site.
6. CIORBA shall have right of access to the project site whenever work is in progress.
7. Any difference between CIORBA and the VILLAGE concerning their interpretation of the provisions of this AGREEMENT shall, before any litigation is commenced, be referred to a mediation committee as a condition precedent to litigation. The committee shall consist of one member appointed by CIORBA, one member appointed by the VILLAGE and a third member appointed by the two other members.
8. This AGREEMENT may be terminated by the VILLAGE upon giving notice in writing to CIORBA at his last known post office address. Upon such termination, CIORBA shall cause to be delivered to the VILLAGE all construction records and documents with the understanding that all such material becomes the property of the VILLAGE subject to CIORBA retaining all intellectual property rights including common law, statutory, copyright, and other reserved rights in the instruments of service.
9. The VILLAGE agrees that, should the Project or any part thereof be abandoned or terminated at any time after CIORBA has performed any part of the services provided for in this AGREEMENT; and prior to the completion of such services, the VILLAGE shall reimburse CIORBA for his actual costs, incurred up to the time he is notified in writing of such abandonment or termination, actual cost being defined in paragraph 5 under "BASIC AGREEMENTS OF THE VILLAGE".
10. In accepting and utilizing any drawings, reports, documentation and other technical submissions (in any form including electronic media) generated and furnished by CIORBA, the VILLAGE agrees that these are all instruments of service of CIORBA, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The VILLAGE agrees not to reuse any drawings, reports, documentation and other technical submissions (in any form including electronic media), in whole or in part, for any purpose other than for the Project. The VILLAGE agrees not to transfer the drawings, reports, documentation and other technical submissions (in any form including electronic media) to others without the prior written consent of CIORBA. The VILLAGE further agrees to waive all claims against CIORBA resulting in any way from any unauthorized changes to or reuse of any drawings, reports, documentation and other technical submissions (in any form including electronic media) for any other project by anyone other than CIORBA.

In addition, the VILLAGE agrees, to the fullest extent permitted by law, to indemnify and hold harmless CIORBA, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than CIORBA or from any unauthorized reuse of any drawings, reports, documentation and other technical submissions (in any form including electronic media) without the prior written consent of CIORBA.

Under no circumstances shall delivery of any drawings, reports, documentation and other technical submissions (in any form including electronic media) for use by the VILLAGE be deemed a sale by CIORBA, and CIORBA makes no warranties, either express or implied, of merchantability and fitness

for any particular purpose. In no event shall CIORBA be liable for indirect or consequential damages as a result of the VILLAGE's reuse of the any drawings, reports, documentation and other technical submissions (in any form including electronic media).

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party, including any contractors, subcontractors, design professionals, or subsequent users.

11. Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. Ciorba shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and Ciorba shall have no obligations to correct errors or maintain electronic files.

The VILLAGE is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by CIORBA and electronic files, the signed or sealed hard-copy construction documents shall govern.

12. This AGREEMENT and the enforcement therefore shall be governed, construed and controlled in all respect by the laws of the state where the Project is located.
13. CIORBA shall not be liable for delays due to force majeure or any other delays beyond its control.
14. CIORBA is not responsible for job site safety or construction means and methods. Job site safety and construction means and methods are the responsibility of the contractor. CIORBA has no stop work authority.
15. CIORBA shall have the authority, but not the responsibility, to reject nonconforming work.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the date first above written.

Executed by the:

VILLAGE of Buffalo Grove of the State of Illinois, acting by and through
its VILLAGE Council.

By: _____
VILLAGE President

ATTEST: _____
VILLAGE Clerk

Name: _____

Name: _____

Date: _____

Date: _____

Ciorba Group, Inc.

By: _____

ATTEST: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: 2020-01-29 Chatham Construction Proposal COMPLETE (O-2020-12 : Ciorba Group Lift Station Construction Engineering)

EXHIBIT A – SCOPE OF SERVICES

Summary of Personnel / General Inspection Approach

Luke Mattson, PE, will serve as the Resident Engineer (RE). Submittal review, design changes, contractor RFIs, pay application review, and client coordination will be handled by the RE. Luke will support the **part time Resident Project Representative (RPR)**, Adam Harn. Adam will provide an on-site presence to review conformance with the design.

Preconstruction Conference

The RE and RPR will attend the preconstruction meeting along with Village Public Works staff; Contractor and his subcontractors; other representatives as required. Meeting topics include progress schedule, construction staging, material and equipment storage, demolition techniques, equipment submittals, traffic control, subcontractor roles, and submittal for payment. The RE, RPR, and the Contractor's 24-hour emergency numbers will also be made available to participants. The RE will prepare meeting minutes and distribute them to all participants.

Shop Drawing Review

Ciorba will provide review services for information and data submitted by the Contractor for materials and equipment. Ciorba will log, stamp, and track all submittals received, and identify outstanding submittals. All submittals will be reviewed for compliance with the intent of the Contract documents. Submittal mark-ups and review letters will be generated for each submittal in a timely manner and e-mailed to the contractor with copies to the Village. Ciorba will notify the Village of any substitutions, deficiencies, or changes in the submitted materials when compared to the contract documents. An assessment of any deviations will be made by Ciorba and presented to the Village with a request for acceptance or denial. Ciorba will advise the Village of any disapprovals in submittals due to non-conformance with the intent of the specifications.

Construction Observation and Documentation

It is intended that Ciorba Group will have a **part-time RPR** dedicated to the project, supported by the RE. Lead time will be required for project components such as the new pumps, and control panels. Although a full construction period of 7 months is anticipated for the station, it has been estimated that actual full-time site days will be closer to 2 months once the equipment is delivered. Survey crew members will also be available to complete any necessary survey work tasks. The RE will be on site weekly but will be the leading inspector for milestone inspections, including the start-up inspection when the pumps, generator, controls, and power failure scenarios are reviewed.

Construction will be monitored for conformance with the contract documents and Village requirements. If there are any unforeseen conditions or issues that develop, Ciorba's design engineers will be available to provide options to the Village to mitigate costly delays. Inspector Daily Reports will be completed on Ciorba standard forms. Ciorba will also maintain a diary describing the work accomplished each day and will document all work with photographs. Weekly progress reports will be prepared and provided to the Contractor and the Village. Monthly pay estimates will be prepared and submitted to the Village for review and processing.

Other duties for the RE and RPR will be to continue public stakeholder involvement by addressing any concerns or issues of the residents. At minimum, this will consist of answering phone calls, discussing items on site, receiving and sending e-mails, and following up communication. Issues will be resolved in a timely manner as determined by the Village and situational needs.

As an on-site extension of the Village, Ciorba will maintain close communication with the Village's designated representative. This will be accomplished by as-needed daily communication and progress meetings chaired by Ciorba every other week once the contractor is mobilized. Invitees to the weekly meeting will include the Village's designated representative, other Village staff such as Public Works personnel, the Contractor and his subcontractors, and the country club (as needed). Meetings will be held on-site.

Project Closeout

Ciorba will maintain a punch list of construction items that require correction before final acceptance. The site will be inspected for completion of punch list items and the Contractor will be notified of any incomplete items. After the punch list is completed, site inspections will be conducted by Ciorba with the Village and the Contractor.

Draft Operation and Maintenance manuals and warranties will be reviewed by the RE for completeness, with comments provided for the contractor based on this review. Final version will be received by Ciorba Group and transferred to the Village.

Final documentation papers for project will be prepared for acceptance by the Village. This includes all material certifications and testing results, final quantity measurements, balancing change orders and final pay estimates. As construction proceeds, any modifications to the plans will be field measured and documented in the final construction record drawings. The two sets of final construction record drawings will be provided to the Village as a hard copy in the form of a red-lined field set.

EXHIBIT B - PROJECT SCHEDULE

We understand the project construction schedule to be based on Phase II bid documents, input from the Village, and previous experience on similar project in the Village of Buffalo Grove.

TASK NAME	START	FINISH
CONSTRUCTION INSPECTION	2/18/2020	11/21/2020
Construction Engineering Notice to Proceed	2/18/2020	
Construction Bid Opening	2/27/2020	
Construction Notice to Proceed	3/30/2020	
Preconstruction Meeting	4/13/2020	
Shop Drawing Reviews (8 weeks)	4/27/2020	6/19/2020
Pump / Panel Fabrication & Delivery (14 weeks)	6/22/2020	9/25/2020
Estimated Contractor Mobilization	9/14/2020	
Substantial Completion	10/26/2020	
Final Completion	11/10/2020	

EXHIBIT C - COST ESTIMATE OF CONSULTANT SERVICES

Ciorba Group proposes the following fees to complete the Chatham Lift Station Phase III Construction Engineering Services:

North Park Lift Station	Fee
Startup and Preconstruction Meeting	1,737.10
Shop Drawing Review	6,890.40
Part Time Construction Observation and Closeout	28,437.40
Direct Costs	1,912.50
Sanitary Sewer Engineering Subtotal:	\$38,977.40

The tables on the following pages provide detailed staff hour and direct cost estimates as well as current staff hourly rates.

This estimate is based upon an assumed 8 weeks of construction activities on the site.



Firm Ciorba Group, Inc
Client Village of Buffalo Grove
County Cook
Job No.

Cost Estimate of
Consultant Services
(Direct Labor Multiple)

Date 01/29/20

ITEM	MANHOURS (A)	PAYROLL (B)	(2.9+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Construction Engineering / Phase III Assis.	262	\$ 12,157.00	\$ 35,255.30	\$ 1,912.50		\$ 37,167.80	95.36%
Project Management & Administration	8	\$ 624.00	\$ 1,809.60			\$ 1,809.60	4.64%
TOTALS	270	\$ 12,781.00	\$ 37,064.90	\$ 1,912.50		\$ 38,977.40	100.00%

WORK BREAKDOWN STRUCTURE

8.G.c

Village of Buffalo Grove

Chatham LS - Phase III

Task Sub-Task	Activity	Grand Total	Construction Manager	Resident Engineer	Resident Project Representative
		270	8	104	158
5. Construction Engineering / Phase III Assis.	Task Total:	262		104	158
080 Construction Startup	Subtotal:	8			8
	Review Plans, Specifications and Contract Documents	4			4
	Set Up Project Documentation	4			4
081 Pre-Construction Conference	Subtotal:	6		4	2
	Attendance	4		2	2
	Meeting Minutes	2		2	
083 Construction Observation / Documentation	Subtotal:	200		60	140
	Resident Project Representative (35 days x 4 hrs/day)	140			140
	Resident Engineer (20 days x 2 hrs/day)	40		40	
	Construction Revisions / Start-Up / Close Out	20		20	
085 Construction Record Drawings	Subtotal:	12		4	8
	Plan Sheets	12		4	8
086 Shop Drawing Review / Catalog Cut Review	Subtotal:	36		36	
	Utilities	36		36	
7. Project Management & Administration	Task Total:	8	8		
100 Project Management & Administration	Subtotal:	8	8		
	Project Administration	4	4		
	Project Management	4	4		

Attachment: 2020-01-29 Chatham Construction Proposal COMPLETE (O-2020-12 : Ciorba Group Lift Station Construction Engineering)

IN-HOUSE DIRECT COSTS
Village of Buffalo Grove
Chatham LS - Phase III
PHASE III

Construction Engineering / Phase III Assis.

Description	Unit	Unit Cost	Quantity	Extended Cost
Vehicle (mileage)	mile	\$ 0.58	500	\$ 287.50
Vehicle (day)	day	\$ 65.00	25.0	\$ 1,625.00
Total:				<u>\$ 1,912.50</u>



Ordinance No. O-2020-13 : Ciorba Group Design Supplement

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends approval of the Ciorba Group Supplement for Design Engineering Services for Chatham Lift Station Reconstruction, subject to review and approval by Village Attorney.

ATTACHMENTS:

- Ciorba Memo (DOCX)
- Ciorba Ordinance (DOCX)
- 2020-02-03 Chatham Supplement COMPLETE(PDF)

Trustee Liaison

Stein

Staff Contact

Kyle Johnson, Engineering

Tuesday, February 18, 2020

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: February 13, 2020
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: Ciorba Group Supplement for Design Engineering Services

Ciorba Group, Inc. has submitted a Supplement for Design Engineering Services for the Chatham Lift Station Reconstruction Project. Metropolitan Waste Reclamation District (MWRD) requested additional permit information outside the original contract scope based upon the complexity of the sanitary service area of this lift station. Additionally, the Village has requested support in lift station planning for the Infrastructure Modernization Program from Ciorba Group based upon their expertise with our system and lift station maintenance.

Based upon the scope of work the total value of this supplement is a not to exceed amount of \$7,917.00, to change the total contract cost to \$42,362.70.

Staff recommends approval of the Ciorba Group, Inc. Supplement for Design Engineering Services.

ORDINANCE 2020-_____

AN ORDINANCE AUTHORIZING A SUPPLEMENT FOR DESIGN ENGINEERING SERVICES WITH CIORBA GROUP, INC.

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

WHEREAS, the Village seeks to enter into a Supplement for Design Engineering Services Agreement with Ciorba Group, Inc. for Design of the Chatham Lift Station Reconstruction,

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 Supplement for Design Engineering Services Agreement with Ciorba Group, Inc. for Design of the Chatham Lift Station Reconstruction at a price not to exceed \$7,917.00.

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 shall not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Ciorba Ordinance (O-2020-13 : Ciorba Group Design Supplement)

February 3, 2020

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

**Subject: Chatham Lift Station
Supplement for Design Engineering Services**

Dear Mr. Johnson:

Please find attached our supplement request for scope outside of our original March 19, 2019 agreement. This additional work includes:

- Perform a wet weather analysis of the lift station performance as it relates to existing station capacity and allowable capacity allowed by MWRD; Summarize analysis in letter report to the Village including recommendations; Coordinate lift station capacity pre-approval request from MWRD.
- Review the operating conditions of the Cambridge Court lift station as it relates to the new force main construction being installed in the Village's 2019 capital improvements program.
- Review the lift station assessment prepared for the Village by another consultant and provide feedback on the accuracy and implications of the assessment report findings; Provide input on basin characteristics for the Cambridge Court and Cambridge on the Lake Lift Stations.

Thank you for the opportunity to continue working with the Village on this important public improvement project. Should you have any questions please contact me at 773-355-2947.

Sincerely,
Ciorba Group, Inc.



Luke A. Mattson, P.E.
Water Resources Project Manager

Supplemental Agreement for Engineering Services Village of Buffalo Grove Chatham Lift Station Reconstruction Design Engineering Services

This is a SUPPLEMENTAL AGREEMENT between the Village of Buffalo Grove, (hereinafter referred to as the VILLAGE, and CIORBA GROUP, INC located at 8725 W Higgins Road, Suite 600 in Chicago, Illinois, a firm of Consultants (hereinafter referred to as "CIORBA"). The VILLAGE and CIORBA previously entered into an AGREEMENT (hereinafter referred to as the PRIME AGREEMENT), dated March 19, 2019, in which CIORBA agreed to provide certain professional engineering services for the Chatham Lift Station Reconstruction Project (hereinafter referred to as the PROJECT).

The VILLAGE now proposes that CIORBA provides additional design engineering services in connection with the PROJECT.

The VILLAGE has determined that this change is in the best interest of the VILLAGE and is authorized by law.

NOW THEREFORE, the VILLAGE and CIORBA, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

SECTION ONE - GENERAL PROVISIONS

All work completed under this SUPPLEMENTAL AGREEMENT and any remaining work under the PRIME AGREEMENT shall be bound by the provisions of the PRIME AGREEMENT except as amended hereinafter.

SECTION TWO - SCOPE OF WORK

CIORBA agrees to perform the following additional work:

Perform a wet weather analysis of the lift station performance as it relates to existing station capacity and allowable capacity allowed by MWRD; Summarize analysis in letter report to the Village including recommendations; Coordinate lift station capacity pre-approval request from MWRD.

Review the operating conditions of the Cambridge Court lift station as it relates to the new force main construction being installed in the Village's 2019 capital improvements program.

Review the lift station assessment prepared for the Village by another consultant and provide feedback on the accuracy and implications of the assessment report findings; Provide input on basin characteristics for the Cambridge Court and Cambridge on the Lake Lift Stations.

SECTION THREE - PROJECT SCHEDULE

There is no change in the Project Schedule due to the additional work described in this SUPPLEMENTAL AGREEMENT.

SECTION FOUR - COMPENSATION

The upper limit of compensation shown in the PRIME AGREEMENT is increased as outlined in the attached EXHIBIT A - COST ESTIMATE OF CONSULTANT SERVICES, ESTIMATED STAFF HOURS, and IN-HOUSE DIRECT COSTS by \$ 7,917.00 to a total of \$ 42,362.70.

IN WITNESS WHEREOF, the parties have caused this SUPPLEMENTAL AGREEMENT to be executed on the date shown below.

Executed by the:

Village of Buffalo Grove of the State of Illinois,
acting by and through its Board of Trustees.

By: _____
Village President

ATTEST: _____
Village Clerk

Name: _____

Name: _____

Date: _____

Ciorba Group, Inc.

By: _____

ATTEST: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Attachment: 2020-02-03 Chatham Supplement COMPLETE (O-2020-13 : Ciorba Group Design Supplement)

WORK BREAKDOWN STRUCTURE

8.H.c

Village of Buffalo Grove

Chatham LS - Phase II Supplement 1

Task Sub-Task	Activity	Grand Total	Project Manager	Project Engineer
		45	2	43
3. Water Resources	Task Total:	43		43
033 Sanitary Sewer	Subtotal:	43		43
	Wet Weather Analysis / Cambridge Force Main & LS Assessment Review	43		43
6. QC/QA	Task Total:	2	2	
090 QC/QA	Subtotal:	2	2	
	Water Resources	2	2	

Attachment: 2020-02-03 Chatham Supplement COMPLETE (O-2020-13 : Ciorba Group Design Supplement)



Firm Ciorba Group, Inc
Client Village of Buffalo Grove
County Cook
Job No.

Cost Estimate of
Consultant Services
(Direct Labor Multiple)

Date 02/03/20

ITEM	MANHOURS (A)	PAYROLL (B)	(2,9+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Water Resources	43	\$ 2,580.00	\$ 7,482.00			\$ 7,482.00	94.51%
QC/QA	2	\$ 150.00	\$ 435.00			\$ 435.00	5.49%
TOTALS	45	\$ 2,730.00	\$ 7,917.00			\$ 7,917.00	100.00%



Resolution No. R-2020-10 : Resolution Authorizing the Village Manager to Execute an Agreement with ZenCity Technologies US Inc for Data Analysis

Recommendation of Action

Staff recommends approval of the agreement to engage the services of ZenCity Technologies US Inc. to provide social media data analysis services in an annual amount not to exceed \$20,000.

Attached for the Board's consideration is an agreement to retain the services of ZenCity Technologies US Inc to provide a web-based interface that provides the village with real time insights regarding online sentiments.

ATTACHMENTS:

- ZenCity Memo.edited (DOCX)
- Zencity Resolution (DOCX)
- ZenCity Platform Quote and Agreement Buffalo Grove IL - Revision 2.12.20 (DOCX)

Trustee Liaison

Johnson

Staff Contact

Evan C Michel, Office of the Village Manager

Tuesday, February 18, 2020

VILLAGE OF BUFFALO GROVE



DATE: February 13, 2020

TO: Dane C Bragg, Village Manager

FROM: Evan Michel, Assistant to the Village Manager

SUBJECT: ZenCity

Recommended Actions

Staff recommends approval of the agreement to engage the services of ZenCity Technologies US Inc. to provide social media data analysis services in an annual amount not to exceed \$20,000. The Community Engagement Committee and the village's internal communications team will work together to implement the ZenCity platform. This software solution was approved as a part of the 2020 budget.

Platform Overview

The ZenCity platform utilizes artificial intelligence to gather data from multiple online sources where residents interact and discuss local government. The new data will enable the village to facilitate long-term planning as well as be alerted to new trends in the community. This will allow village officials to stay ahead of crises and hear the sentiments of the silent majority.

ZenCity is currently working with over 55 cities around the world ranging from Houston, Texas to Tel Aviv, Israel, and including the City of Aurora and Town of Normal in Illinois.

The platform features learning-based algorithms that analyze data and visualize it through a variety of easy to read dashboard, including the following:

- Category Bar Chart – The main bar chart shows how many interactions relate to each area of responsibility of the village, and what the sentiment towards that topic is. The name and amount of topics can be modified to fit the village's needs based on our list of automatically identified sub-categories.
- Alerts and Notifications – The platform can create alerts about popular posts or comments or significant changes in whole categories. The alerts can be accessed through the dashboard, as well as go out on a daily, weekly or real-time basis via email.
- Word Cloud – The word cloud shows the most popular terms used in interactions analyzed by the platform. The larger the word is the more popular it was.
- Overall Sentiment View – The overall sentiment pie chart shows the ratio of positive, negative, and neutral interactions out of the total sum of interactions analyzed.

- Popular Stories – A rotating digest of popular stories shows the stories, which received the most interactions across all data sources.
- Map Interface – The map interface visualizes all interactions, which have a location property, divided by category, by type, or in a heat map format.

It is important to note that the data gained from this software comes from information that is publicly available and not through anyone's personal accounts. Not only will it allow the Village to gain information about what members of the community think who do not attend meetings or contact us directly, it will also allow the Village to discover "hot topics" that need to be addressed through communications or community engagement. The contract is for one year and will allow the Village to test the success of the project prior to committing to the software for multiple years.

Next Steps

The Community Engagement Committee and the village's internal communications team will work in conjunction to implement the ZenCity platform. Due to the platform's short implementation timeline, staff expects to begin training end-users in Q2 2020.

Resolution No. 2020 - ____

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH ZENCITY
TECHNOLOGIES US INC FOR DATA ANALYSIS**

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

WHEREAS, the Village of Buffalo Grove seeks to enter into an agreement ("Agreement") for the facilitation of the ZenCity Platform through ZenCity Technologies US Inc, which is attached hereto as Appendix A., and

WHEREAS, the Village Board has determined that it is in the best interests of the Village to authorize the Village Manager to take all necessary actions to ensure implementation of the ZenCity Platform, and

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

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

SECTION 2. The Village Manager is hereby authorized and directed to execute the Agreement and to take all actions necessary for its implementation, pending final review and approval by the Village Attorney.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

Attachment: Zencity Resolution (R-2020-10 : Resolution Authorizing an Agreement with ZenCity Technologies US Inc)

APPROVED:

Village President

ATTEST:

Village Clerk



ZENCITY LICENSE AGREEMENT

Customer: Village of Buffalo Grove, IL
Contact Name: Evan Michel, Assistant to the Village Manager

Quote Number 100889

Prepared By
Email

Lee Greene
lee@zencity.io

Created Date January 16, 2020

Expiration Date March 31, 2020

Licensed Program	Quantity	Unit Price	Total Price
ZenCity platform monthly subscription – cities of < 50K residents	12	\$2,000	\$24,000
Census 2020 Discount	12	-\$333	-\$4,000
TOTAL PRICE for the first 12 months of usage	12	\$1,667	\$20,000

Thank you for choosing the ZenCity platform!

This License Agreement ("**License Agreement**") is entered into between ZenCity Technologies US Inc., ("**ZenCity**"), and you, the entity identified above ("**Customer**"), as of the Effective Date _____, and will remain in effect for a period of 12 Months. This License Agreement includes and incorporates the ZenCity Terms and Conditions attached as Appendix B. By signing this License Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the ZenCity Terms and Conditions. Each party's acceptance of this License Agreement is conditional upon the other's acceptance of the terms in the License Agreement to the exclusion of all other terms.

Customer – Village of Buffalo Grove, IL

ZenCity Technologies US Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Role: _____

Role: _____

Date: _____

Date: _____

Appendix A Description of Services

ZenCity is a platform for understanding people in the city on a wide scale. With the use of advanced AI algorithms, we analyze data from social media, city hotlines and other relevant sources, and provide local government stakeholders with detailed, real time insights about how their citizens view and use the city. The analysis can be accessed through a web-based interface on desktop and mobile devices.

1. PLATFORM FEATURES

The ZenCity platform collects data about citizen interactions from a variety of sources and analyzes them in real time using a set of Machine-learning based algorithms. The analyzed data can be accessed via a variety of graphs on our admin dashboard, including the following:

- 1.1. **Category bar chart** – the main bar chart shows how many interactions relate to each area of responsibility of the city, and what is the sentiment towards that topic. The name and amount of topics can be modified to fit the customer's needs based on our list of automatically identified sub-categories.
- 1.2. **Alerts and notifications** – the platform can create alerts about popular posts or comments or about significant changes in whole categories. The alerts can be accessed through the dashboard, but can also go out on a daily, weekly or real time basis via email – per the user's request.
- 1.3. **Word cloud** – The word cloud shows the most popular terms used in interactions analysed by the platform. The larger the word is the more popular it was.
- 1.4. **Overall sentiment view** – the overall sentiment pie chart shows the ratio of positive, negative and neutral interactions out of the total sum of interactions analysed.
- 1.5. **Popular stories** – the rotating digest of popular stories shows the stories which received the most interactions across all data sources.
- 1.6. **Map interface** – the map interface will show all interactions which have a location property, divided by category, by type or in a heatmap format.
- 1.7. **Category drill down** – each category has a drill down view which shows the level of discussion over time in that category, alerts, word cloud, map and popular stories views which include data just for this category and an operative view of city hotline calls for the category – including open calls, calls over the last week and changes over time.
- 1.8. **Conversation analysis** – the third level of drill down will be the “conversation analysis” which allows drilling down to the level of stories themselves. In this view, users can analyse conversations based on category, date range, sentiment or keyword search, or a combination of the above, and see both the trend and the stories themselves that make up the data. Each story will include its source, category, sentiment, location and a link to the original content.

2. DATA SOURCES

- 2.1. **Facebook** – we analyze all interactions (posts, comments, likes, tags etc.) from public pages and public groups, both official and unofficial. This includes official accounts of the city and other agencies, resident groups, accounts of local businesses, community organizations, causes and any other relevant page or open group.
- 2.2. **Twitter** – apart from the same analysis employed on facebook, on twitter we also collect all geotagged interactions in the area and all interactions mentioning specific hashtags or keywords.
- 2.3. **City Hotline reports** – we take all city hotline reports from your database.
- 2.4. **Additional sources** – we may be able to incorporate other relevant data sources identified, such as local news sites, community message boards, other social media platforms etc. General new data sources implemented (such as new social media platforms) will be offered once they are available. Unique sources (such as local news sites) will be discussed and agreed upon by both sides.

3. USERS AND PERMISSIONS

- 3.1. The basic package includes up to 50 users within the organizations with varying permissions. Permissions will be set by the customer's project lead.

Appendix B

ZenCity Terms and Conditions

1. SOFTWARE LICENSE & SUPPORT SERVICES

- 1.1. Subject to the terms and conditions of these ZenCity Terms and Conditions and of the applicable License Agreement (collectively, the "**Agreement**"), ZenCity hereby grants to Customer a personal, non-exclusive, non-transferable limited licence to use the Licensed Program identified in the applicable License Agreement entered into by ZenCity and Customer ("**License Agreement**") and the documentation and user manuals for the Licensed Program supplied by ZenCity to Customer throughout the Term (the "**Documentation**").

For the purposes of this Section 1.1, the term "use" shall be only in accordance with the confidentiality provisions of this Agreement and shall include the rights to use the Licensed Program only for the use of the Customer's organization, company or institution.

For the purposes of this Section 1.1 the term "use" shall not include: (i) the right to make, use, or sell products incorporating the Licensed Program, or (ii) the right to sub-license the Licensed Program.

No right is granted to the source code of the Licensed Program or to create derivative works thereof or to transfer ownership of the media containing such software except as a part of, or with, or for use in the equipment with which it operates.

- 1.2. Routine customer support is available via email. Any claim will be answered within 24 hours of report and customer service will be provided to any person authorized to use the system by Customer.
- 1.3. During the Term, Customer may have access to Updates at no additional cost. "**Updates**" shall mean certain new features as determined by the company, or fixes of minor errors in the Licensed Program which are incorporated in a new release of the Licensed Program.
- 1.4. Certain upgrades can be delivered to Customer upon commercial terms and conditions to be agreed upon. "**Upgrades**" shall mean enhancements, new functionalities which are added into the Licensed Program.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Licensed Program, Documentation or data related to the Licensed Program, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Licensed Program; or copy, reproduce, rent, lease, distribute, assign, sell, or otherwise dispose of the Licensed Program, in whole or in part, or otherwise commercially exploit, transfer, or encumber rights to the Licensed Program; or remove any proprietary notices.
- 2.2. Customer will use the Licensed Program only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).
- 2.3. Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Licensed Program and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Licensed Program, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

3. **PROPRIETARY RIGHTS.** ZenCity retains all right, title, and interest in the Licensed Program, Documentation and any future modifications and enhancements thereof, and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature therein. Customer is granted only a limited right of use to the Licensed Program and Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.

4. **CONFIDENTIALITY.** Each party (the "**Receiving Party**") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "**Disclosing Party**") or any third party without the Disclosing Party's prior written consent. "**Confidential Information**" means all confidential personal business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable License Agreement). ZenCity's Confidential Information includes, without limitation, the software underlying the Licensed Program and all Documentation. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Receiving Party shall, before receipt or usage of such Confidential Information inform its personnel of Receiving Party's confidentiality obligations under this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the Receiving Party; (ii) was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law including but not limited to the Illinois Freedom of Information Act, or court order.

5. **DATA LICENSE.** Customer grants ZenCity a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information provided by Customer for use in, by or in connection with the Licensed Program, any information collected, and/or any analysis of any such information conducted by the Licensed Program.
6. **PAYMENT OF FEES.** The fees for the Licensed Program ("Fees") are set forth in the applicable License Agreement. The Customer will be billed for the full term specified in the applicable License Agreement on date of first onboarding. Customer shall pay all Fees within thirty (30) days after the date of ZenCity's invoice.
7. **TERM & TERMINATION**
 - 7.1. Subject to compliance with all terms and conditions, the term of this Agreement shall be from the Effective Date and shall continue until the End Date specified on page one (1) of the Agreement (the "Term") unless terminated earlier in accordance with the terms and conditions of this Section 7. After the first Term this agreement shall be, upon mutual written consent, renewed every year with the same terms and conditions. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice. In cases where the agreement is not terminated in any method by one party and the license agreement is renewed, the **Total Price** set forth in this agreement will not be increased or otherwise altered for the first subsequent renewal cycles, or total period of 2 years, following the **Effective Date**.
 - 7.2. Upon termination, Customer will pay in full for all undisputed amounts actually earned by ZenCity. Upon any termination of this Agreement: (a) the license of the Licensed Program hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.
 - 7.3. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.
8. **WARRANTY AND DISCLAIMER**
 - 8.1. ZenCity represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Licensed Program shall perform in accordance with generally prevailing industry standards.
 - 8.2. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to ZenCity (if any) for use in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) ZenCity's use of such materials in connection herewith will not violate the rights of any third party.
 - 8.3. ZENCITY DOES NOT WARRANT THAT USE OF THE LICENSED PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED PROGRAM. EXCEPT AS SET FORTH IN THIS SECTION 8, THE LICENSED PROGRAM IS PROVIDED "AS IS" AND ZENCITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZENCITY DOES NOT WARRANT THAT ANY OR ALL FAILURES, DEFECTS OR ERRORS WILL BE CORRECTED, OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS.
9. **LIMITATION OF LIABILITY.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO ZENCITY (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE LICENSED PROGRAM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
10. Section 9 of this Agreement notwithstanding, to the fullest extent allowed by law, Zen City shall indemnify, defend, and hold harmless the Customer, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, serious errors or omissions, ultra-hazardous activities, or activities giving rise to strict liability by Zen City or any person directly or indirectly employed by Zen City in the performance of this Agreement. Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.
11. **MISCELLANEOUS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable License Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. ZenCity shall have the right to use and display Customer's logos and trade names on ZenCity's website customer list, subject to Customer's trademark usage guidelines (as provided to ZenCity). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the License Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment

is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the

laws of the State of Illinois without regard to its conflict of laws provisions and the competent courts in Lake and Cook Counties, shall have exclusive jurisdiction to hear any disputes arising hereunder.



Resolution No. R-2020-11 : Resolution Authorizing the Village Manager to Execute an Agreement with Policy Confluence, Inc. for Citizen Surveying Services

Recommendation of Action

Staff recommends approval of the agreement to engage the services of Policy Confluence, Inc. DBA National Research Center, Inc. to provide citizen surveying services in an amount not to exceed \$50,770.

Attached for the Board's consideration is an agreement to retain the services of Policy Confluence, Inc. DBA National Research Center, Inc. to facilitate the 2020 and 2023 Buffalo Grove National Resident Survey. Additional information can be found in the attached memorandum.

ATTACHMENTS:

- 2020 NCS Memo.edited (DOCX)
- NRC Resolution (DOCX)
- Polco NRC - Enterprise Services Agreement Buffalo Grove IL 2020 (PDF)

Trustee Liaison

Johnson

Staff Contact

Evan C Michel, Office of the Village Manager

Tuesday, February 18, 2020

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

TO: Dane Bragg, Village Manager

FROM: Evan Michel, Assistant to the Village Manager

DATE: March 17, 2017

RE: 2020 Buffalo Grove Resident Survey

Summary of Recommendation

The Village Board approved strategic plan includes a goal to perform a follow up to the 2017 Buffalo Grove Resident Survey and continue the survey every three years to benchmark resident satisfaction. The 2017 survey had a response rate of 30% with 438 out of 1,478 households responding to the survey. Staff recommends continuing the village's partnership with Policy Confluence and the National Research Center for the 2020 Buffalo Grove Resident Survey. Staff recommends a multi-year contract as the proposed contract holds the 2019 pricing of \$25,385 into 2020 as well as 2023. This price includes The National Community Survey tool, Demographic Subgroup Comparisons Report, Custom Benchmark Comparisons Report, and in-person presentation/workshop.

National Community Survey Overview

The National Research Center's National Community Survey is among the first scientific surveys to gather resident opinions on a range of community issues and has been used by more than 350 unique jurisdictions in 44 states. The NCS is the only citizen survey tool endorsed by the International City/County Management Association (ICMA) and the National League of Cities (NLC). The NCS includes a customizable survey of questions relevant to a community. The survey measures public opinion in eight key areas of community livability, which include Safety, Mobility, Natural Environment, Built Environment, Economy, Recreation and Wellness, Education and Enrichment, and Community Engagement. In each domain, residents report their perceptions about the quality of their community and related services, as well as their engagement within the community.

Survey Deliverables

The NCS service includes a multi-contact mailed survey to 1,700 households that provides statistically significant results. In responses to the feedback from the Village Board, staff has selected the following add on services that the NCS offers:

- *Demographic Subgroup Comparison Report:* This additional report will provide the board and staff with a demographic break down of the survey data. This information will provide a keen insight into how various groups feel about village services.
- *Custom Benchmark Comparison:* The survey data can be benchmarked against communities meeting specific criteria. These communities can include previous survey participants that are geographically near Buffalo Grove such as Glenview, Long Grove, Skokie, Vernon Hills, and Highland Park. Likewise, the large scope of the NCS partnership with the ICMA allows the data to be benchmarked against communities with similar populations nationwide. These communities include Englewood, CO, Palm Beach Gardens, FL, Holland, MI, Jefferson City, MO, Galveston, TX,

and Harrisonburg, VA.

- *In-Person Presentation and Next Step Workshop:* The National Research Center offers an in-person presentation of the survey results as well as Next Step Workshop to provide survey participants a facilitated, in-depth exploration into how to use the survey data in strategic planning. An NRC representative will come to Buffalo Grove to lead a half-day interactive workshop to assist in developing strategy and to offer recommendations.

Survey Methodology

For the National Community Survey, all households within the Village of Buffalo Grove will be eligible to participate in the survey. A list of all households within the zip codes serving Buffalo Grove is purchased based on updated listings from the United States Postal Service. Since some of the zip codes that serve Buffalo Grove, households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit is compared to community boundaries using the most current municipal boundary file (updated quarterly) and addresses located outside of the Village boundaries are removed from consideration.

To choose the survey recipients, a systematic sampling method is applied to the list of households previously screened for geographic location. Systematic sampling is a procedure whereby a complete list of all possible households is culled, selecting every *Nth* one, giving each eligible household a known probability of selection, until the appropriate number of households is selected. Multi-family housing units are oversampled as residents of this type of housing typically respond at lower rates to surveys than do those in single-family housing units. In general, because of the random sampling techniques used, the displayed sampling density will closely mirror the overall housing unit density (which may be different from the population density).

Next Steps

If the Village Board chooses to move forward with the recommended action, staff will execute the contract with Policy Confluence Inc. The Community Engagement Committee will work with the vendor to form the customizable questions with an anticipated survey release date of May 2020.

Resolution No. 2020 - ____

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH POLICY
CONFLUENCE, INC. FOR CITIZEN SURVEYING SERVICES**

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

WHEREAS, the Village of Buffalo Grove seeks to enter into an agreement ("Agreement") for the facilitation of the National Citizen Survey, Policy Confluence, Inc. DBA National Research Center, Inc. ("NRC"), which is attached hereto as Appendix A., and

WHEREAS, the Village Board has determined that it is in the best interests of the Village to authorize the Village Manager to take all necessary actions to ensure completion of the resident survey.

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

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

SECTION 2. The Village Manager is hereby authorized and directed to execute the Agreement and to take all actions necessary for its implementation, pending final review and approval by the Village Attorney.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

APPROVED:

Village President

ATTEST:

Village Clerk

Attachment: NRC Resolution (R-2020-11 : Resolution Authorizing an Agreement with Policy Confluence, Inc.)

Policy Confluence, Inc.
(DBA National Research Center, Inc.)

ENTERPRISE SERVICES AGREEMENT

THIS ENTERPRISE SERVICES AGREEMENT (this "**Agreement**") is effective as of _____, 20__ between Policy Confluence, Inc., a Delaware corporation ("**Polco**" or "**Company**"), and _____, a [legal entity/description of municipality] ("**Customer**"). This Agreement includes and incorporates the Company's Website Terms of Use (the "**Terms of Use**") and Survey Product Terms of Use (the "**Terms of Use**") and the Company's privacy policy (the "**Privacy Policy**" and), which contain, among other things, warranty disclaimers, liability limitations, and use limitations.

WHEREAS, Customer desires to engage Polco to _____;

WHEREAS, Customer wishes to procure from Polco the services described herein, and Polco wishes to provide such services to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"**Authorized User**" means each of the individuals authorized to use the Services (defined below in Section 2.1) or Polco Materials pursuant to the terms and conditions of this Agreement, or any additional individuals or Persons authorized to use the Services or Polco Materials as approved solely by Polco, as set forth in **Schedule A**.

"**Customer Data**" means, information, data and other content, other than Resultant Data in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data or content by or through the Services.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"**Polco Materials**" means any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Polco in connection with the Services or otherwise comprise or relate to the Services. For the avoidance of doubt, Polco Materials include Resultant Data and any information, data or other content derived from Polco's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"**Process**" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information or other content. "**Processing**" and "**Processed**" have correlative meanings.

"**Representatives**" means, with respect to a party, that party's and its affiliates' employees, officers,

directors, consultants, agents, independent contractors, service providers, and legal advisors.

"Resultant Data" means information, data and other content that is derived by or through the Services from Processing Customer Data, including, without limitation, statistics and Services analytics, and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further Processing of such information, data or content.

2. Services.

2.1. Services. The Company offers a variety of and products and services accessible through the Company's website <https://polco.us> (the **"Website"**) free of charge including promoting civic engagement by providing tutorials, example questions, sample result dashboards, and a library of best civic engagement practices and other such functionality as may be provided from time to time (collectively, the **"Free Content and Services"**). During the Term (defined below in **Section 7.1**) and subject to the and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, Polco shall use commercially reasonable efforts to provide to Customer and its Authorized Users (a) the Free Content and Services, and (b) any custom survey services as described in the attached **Schedule A** and this Agreement (the **"Custom Services,"** together with Free Content and Services, the **"Services"**). Polco will use commercially reasonable efforts to make the Services available to the Customer twenty-four (24) hours per day, seven (7) days per week every day of the year, except for: (i) Service downtime or degradation due to a Force Majeure Event (defined below in **Section 12**); (ii) any other circumstances beyond Polco's reasonable control, including Customer's or any Authorized User's use of third party materials or use of the Services other than in compliance with the express terms of this Agreement or the Terms of Use; and (iii) any suspension or termination of Customer's or any Authorized Users' access to or use of the Services as permitted by this Agreement or the Terms of Use.

2.2. Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties: (a) Company has and will retain sole control over the operation, provision, maintenance, and management of the Services; and (b) Customer has the responsibility for making all arrangements necessary for Customer to have access to the Website and ensuring that all persons who access the Website through Customer's internet connection are aware of this Agreement, the Terms of Use, and the Privacy Policy, and comply therewith.

2.3. Changes. Polco reserves the right, in its sole discretion, to make any changes to the Services or Polco Materials that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Polco's services to its customers, or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Services or Polco Materials. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in a written change order signed by both parties.

3. Authorization and Customer Restrictions.

3.1. Authorization. Subject to and conditioned on Customer's payment of the fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Polco hereby authorizes Customer to access and use, solely during the Term, the Services and Polco Materials as Polco may supply or make available to Customer. This authorization is non-exclusive and, other than as may be expressly set forth in **Section 13.6**, non-transferable. Notwithstanding the foregoing, Polco hereby grants to Customer a perpetual, royalty-free, non-transferable license to use any tangible Polco Materials provided to Customer by or through the Services during the Term, which license shall survive the termination of this Agreement.

3.2. Limitations and Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Services or Polco Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of the Services or Polco Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or Polco Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or access or use the Services other than by an Authorized User through the use of his or her own then valid access credentials;
- (e) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services or Polco's provision of services to any third party, in whole or in part;
- (f) access or use the Services or Polco Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other Polco customer), or that violates any applicable law;
- (g) access or use the Services or Polco Materials for purposes of competitive analysis of the Services, the development, provision or use of a competing software service or product or any other purpose that is to Polco's detriment or commercial disadvantage; or
- (h) otherwise access or use the Services or Polco Materials beyond the scope of the authorization granted under **Section 3.1.**

3.3. Customer Responsibilities. Except as otherwise determined by Polco, Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). In the event Polco obtains or provides any such Equipment, Polco shall only be responsible for maintaining such Equipment. Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. Fees; Payment Terms.

4.1. Fees. Customer shall pay Polco the fees ("**Fees**") for the Services on or prior to the date due set forth on **Schedule A**, which shall be payable to Polco in US dollars in the amounts and pursuant to the payment schedules set forth on **Schedule A**.

4.2. Taxes. All fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Polco's income.

4.3. Late Payment. If Customer fails to make any payment when due, then a 1.5% charge per month (or the applicable amount allowed by law, whichever is less) shall be assessed on any amount past due. Furthermore, should Customer fail to settle amounts past due within thirty (30) days of Customer's invoice receipt, Polco may, without notice, (i) suspend performance of the Services until all past due amounts and interest thereon have been paid, or (ii) terminate this Agreement. Customer shall reimburse Polco for all costs in collecting any late payments or interest, including actual attorneys' fees, court costs and collection agency fees.

4.4. No Deductions or Setoffs. All amounts payable to Polco under this Agreement shall be paid by Customer to Polco in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

5. Intellectual Property Rights.

5.1. Ownership of Services and Polco Materials. All right, title and interest in and to the Services, Polco Materials and the Resultant Data, including all Intellectual Property Rights therein, are and will remain with Polco. Customer has no right, license or authorization with respect to any of the Services or Polco Materials except as expressly set forth in **Section 3.1**. All other rights in and to the Services and Polco Materials are expressly reserved by Polco and the respective third-party licensors. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Polco an assignment of all right, title and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

6. Confidentiality.

6.1. Confidential Information. In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including, but not limited to, information relating to the Disclosing Party's technology, software, code, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, in each case whether or not marked, designated or otherwise identified as "Confidential". Without limiting the foregoing, all Polco Materials are the Confidential Information of Polco and the financial terms of this Agreement are the Confidential Information of Polco. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

6.2. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall for three (3) years after the Term: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of performing obligations under and in accordance with this Agreement; (ii) are informed of the confidential nature of the Confidential Information and bound by written confidentiality and restricted use obligations at least as protective as the terms set forth in this **Section 6.2**; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and (d) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this **Section 6**.

6.3. Residual Works. In addition to other rights and provisions in this Agreement, Polco shall be free to use for any purpose the Resultant Data resulting from access to or work with the Confidential Information or any information or ideas provided by Customer with respect to the Services.

6.4. Feedback. The Customer may from time to time provide suggestions, comments or other feedback ("**Feedback**") to Polco with respect to the Services. Both parties agree that all Feedback is and shall be given entirely voluntarily. Feedback, even if designated as confidential by Customer, shall not, absent a separate written agreement, create any confidentiality obligation for Polco. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, Polco will own the Feedback and shall be free to use, disclose, protect (e.g., patent, copyright, trademark, trade secret, etc.), reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

6.5. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under **Section 6**; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this **Section 6.5**, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

7. Term and Termination.

7.1. Term. The initial term of this Agreement shall be for a period of twenty-four 24 months from the Effective Date ("**Initial Term**"). The Initial Term shall automatically renew for additional successive twelve (12) month periods (each, a "**Renewal Term**", and together with the Initial Term, the "**Term**"), unless earlier terminated pursuant to this Agreement or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term.

7.2. Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) Polco may terminate this Agreement, effective immediately upon written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after the date such amounts are due; or (ii) breaches any of its obligations under **Section 3.2** (Limitations and Restrictions) or **Section 6** (Confidentiality);

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

(c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

7.3. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents and authorizations (including, without limitation, access to the Services) granted by either party to the other hereunder will immediately terminate;

(b) Customer shall immediately cease all use of any Services and Polco Materials and (i) promptly return to Polco, or at Polco's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Polco's Confidential Information; and (ii) permanently erase Polco's Confidential Information from all systems Customer directly or indirectly controls; except to the extent and for so long as required by applicable law and all such information and materials will remain subject to all confidentiality requirements of this Agreement;

(c) Polco may disable all Customer and Authorized User access to the Services; and

7.4. Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: **Section 3.2, Section 5, Section 6, Section 7.3, this Section 7.4, Section 8, Section 9, Section 10, Section 11, and Section 13.**

8. Representations and Warranties.

8.1. Representations and Warranties. Customer represents and warrants to Polco that it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement; and Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Polco and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable law. Additionally, Customer represents and warrants that Customer will use (and will cause any Authorized Users to use) the Services and Polco Materials only in compliance this Agreement, and all applicable laws and regulations.

8.2. DISCLAIMER OF WARRANTIES. ALL SERVICES ARE PROVIDED "AS IS" AND POLCO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND POLCO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, POLCO MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ANY THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

9. Mitigation.

9.1. Mitigation. If any of the Services or Polco Materials are, or in Polco's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services or Polco Materials is enjoined or threatened to be enjoined, Polco may, at its option and sole cost and expense: (a) obtain the right for Customer to continue to use the Services and Polco Materials materially as contemplated by this Agreement; (b) modify or replace the Services and Polco Materials, in whole or in part, to make the Services and Polco Materials non-infringing, or (c) by written notice to Customer, terminate this Agreement with respect to all or part of the Services and

Polco Materials, and require Customer to immediately cease any use of the Services and Polco Materials or any specified part or feature thereof. THIS **SECTION 10.1** SETS FORTH CUSTOMER'S SOLE REMEDIES AND POLCO'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND POLCO MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

10. Force Majeure. In no event will Polco be liable or responsible to Customer, or be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Polco's reasonable control (a "**Force Majeure Event**"), including, but not limited to, failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, acts of God, natural disasters, fire, world events, delay or disruption of shipment or delivery, trespass or interference of third parties, or similar events or circumstances outside Polco's reasonable control, whether or not otherwise enumerated. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more.

11. General Provisions.

11.1. Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

11.2. No Agency. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

11.3. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing by electronic mail or other electronic means to the address of the party specified by the parties from time to time.

11.4. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

11.5. Entire Agreement. This Agreement, including all Schedules attached hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

11.6. Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the others prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Customer will be deemed to be a transfer of rights or obligations under this Agreement for which Polco's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this **Section 13.6** is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

11.7. Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this **Section 6.2**):

If to Polco: Policy Confluence, Inc.
8001 Terrace Avenue, #201
Middleton, WI 53562

E-mail: alex@polco.us
 Attention: Alex Pedersen, Chief Financial Officer

If to Customer: 50 Raupp Blvd
 Buffalo Grove, IL 60089]

E-mail: [dbragg@vbg.org, brobinson@vbg.org, emichel@vbg.org]
 Attention: [Dane Bragg Village Manager

11.8. Notices sent in accordance with this **Section 6.2** will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the fifth day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

11.9. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

11.10. Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11.11. Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. The parties submit all of their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the state and/or federal courts located in Dane County, the State of Wisconsin.

11.12. Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

11.13. Counterparts. This Agreement may be executed in counterparts, including by facsimile or pdf, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

14. Insurance Requirements

- 14.1 Comprehensive General Liability, The Consultant shall procure and keep in force during the duration of this contract a policy of Comprehensive General Liability insurance insuring the Consultant against any liability for personal injury, bodily injury, or death arising out of the performance of services hereunder and against liability for property damage with a combined single limit of at least \$1,000,000 each occurrence and \$2,000,000 aggregate

Policies described in (a) above shall be for the mutual and joint benefit and protection of the Consultant and the Client.

- 14.1.1 Other Insurance, The Consultant shall procure and keep in force during the term of the Agreement Worker's Compensation and such other insurance as may be

required by any law, ordinance or governmental regulation.

- 14.1.2 Prior to commencement of work, the Consultant shall furnish to the Client certificates of insurance policies evidencing the required coverages if the Client so desires.
- 14.2 Nothing 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Enterprise Services Agreement as of the date first above written.

POLICY CONFLUENCE, INC.

By: _____
Name: _____
Title: _____

CUSTOMER:

By: _____
Name: _____
Title: _____

SCHEDULE A
SERVICES AND FEES

Feature and Services

Feature or Service	Cost	Frequency	Notes
The National Community Survey* - Sample size of 1,700 households	\$25,385	February of 2020 and 2023	Additional add-on options: demographic subgroup comparisons and custom benchmark comparisons; in-person presentation and Next Steps Workshop combo
Full value for 36 month period	\$50,770		

*Pricing is held at 2019 rates and reflects 10% discount for ICMA members, NLC members, and repeat clients

Example Payment Schedules (pending renewal)

Term	Payment	Due Date
Payment 1 for 2020 survey	\$19,670	February 1, 2020
Payment 2 for 2020 survey	\$5,715	June 1, 2020
Payment 1 for 2023 survey	\$19,670	December 31, 2022
Payment 2 for 2023 survey	\$5,715	June 1, 2023

Scope of Work

The National Community Survey™ (The NCS) is the premier citizen survey service from ICMA, National Research Center, Inc. (NRC) and Polco. It is turned to by more jurisdictions than any other service. The NCS™ basic service includes all aspects of conducting the survey; all printing and mailing costs, geocoding the sample to ensure that all addresses are within the limits of Buffalo Grove, ongoing consultation with staff about the survey process, sample selection, preparation and mailing of a five-page survey to 1,700 households (with a confidence interval of 95% and an approximate margin of error of plus or minus 5%), programming and hosting the web versions of the survey, data entry, and analysis. NRC uses all best practice methods in survey research, including over sampling multi-family units to decrease non-response bias, using a multi-contact method to improve response rates, and statistical weighting of the survey data.

The NCS™ Basic Service

Instrument development; assistance with crafting custom questions; three part mailing of 1,700 pieces each (pre-notification postcard, and two waves of the survey with cover letters and postage paid return envelope), all survey recipients will have the option to complete the survey online if they prefer, opt-in web survey open to whole community near end of scientific data collection, data entry and analysis of returned surveys; draft report for review; final reports that include national benchmark comparisons, analysis and detailed methods; technical assistance in understanding survey results via phone and email with key staff for The NCS\$15,690

Online Opt-in Survey

A web-only survey will be available to all Buffalo Grove residents, you promote participation (non-scientific) FREE

Demographic Subgroup Comparison Report

Crosstabs will be provided in a separate report for five demographic questions by the evaluative questions on the survey\$910

Custom benchmark comparisons

In addition to the national benchmarks (included with The NCS Basic Service), NRC will provide a custom set of benchmark comparisons, these can be based on region and/or population size or other criteria as requested by Buffalo Grove \$1,085

In-person presentation of results and Next Steps Workshop Combination

A senior NRC staff member will present survey results with Village staff, Council, Boards or other appropriate groups. For this presentation, we use Microsoft® PowerPoint as a visual aid and a copy of the slideshow is left with the Village. This representative will also facilitate a half-day interactive workshop and help to develop strategy and offer recommendations..... \$7,700

Detailed pricing and add-on options are published on NRC's website. Additional add-on options are available, upon request. To see additional information and pricing for The NCS, please visit:

<https://www.n-r-c.com/2019-pricing-national-citizen-survey/>

[VIEW A TUTORIAL](#)

Terms of Use

The following Terms of Use (“Terms”) govern the relationship between you and Polco Inc. (“Polco”) and govern your use of Polco.us (the “Site”). The Site is owned and operated by Polco (or “We” or “Us”). These Terms do not affect your statutory rights. By accessing, using, or registering for the Site, you agree to be bound by these Terms and govern all interactions via the Site or other methods. If you are unwilling to be bound by these Terms, you should not access, use, or register for the Site. Please also consult our [Privacy Policy](#) for a description of our privacy practices and policies. We also recommend that you print and retain a copy of these Terms for future reference.

Governing Law

Our US websites are governed and operated in accordance with the laws of the United States and the State of Wisconsin and are intended for the use of residents of the United States.

Contact Information

Polco
8001 Terrance Ave, Suite 201
Middleton, WI 53562
United States of America

Phone: (608)-709-VOTE

Email: support@polco.us

Changes

We reserve the right to modify these Terms at any time without additional notice to you. Any change in these Terms are effective immediately upon posting. Accordingly, Polco recommends that you read these Terms carefully each time you visit a Site. Any use of the Site after changes have been made shall be deemed acceptance of those changed Terms.

Access

You acknowledge and agree that the Site, including the accessibility, hours of use, and any and all features and content available via the Site and any User Content (as defined below), may be modified by Us, in our sole discretion, at any time without prior notice. We may restrict access to any or all portions of the Site or remove any information or content from the Site at any time. All such modifications are subject to these Terms.

Prohibited Behavior

You may not, and your use of the Site, may not:

- violate any applicable local, state, national, or international statute, regulation, or law;
- impersonate or use the identity of another person or organization, or falsely state or otherwise misrepresent your affiliation with a person or organization;
- engage in any activities or manipulate identifying material to misrepresent the origin of content;
- interfere with or otherwise limit the use of the Site by other users; or collect, compile, or store personal information about other users of the Site;
- share your account with anyone else, including giving your password to another person;
- disrupt or interfere with the security of, or otherwise cause harm to, the Site or the systems resources; accounts; usernames and passwords; servers; or networks connected to or accessible through the Site;
- modify the information found on the Site;
- use the Site for commercial purposes; or
- upload, post, use, or otherwise make available any content that:
 - is false, misleading, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or content that could otherwise be considered to be objectionable;

- is subject to any disclosure restrictions;
- infringes or otherwise violates any patent, copyright, trademark, or any other proprietary rights;
- is unsolicited or unauthorized advertising or promotional materials, including without limitation, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- contains software viruses or any other corrupt computer code, files or programs that impair the use of any computer software or hardware or telecommunications equipment.

User Content

You acknowledge and agree that you are solely responsible for any content, including any comments, feedback, notes, messages, ideas, suggestions, or other communications that you upload, post, use, or otherwise make available on the Site or send to Us via the Site or in connection with the Site (“User Content”). By posting or submitting User Content you grant an irrevocable, world-wide, non-exclusive license to Polco to the User Content to allow Polco to use, reproduce, disclose, publish, distribute, and otherwise fully exploit such User Content for any purpose whatsoever, without restriction and without compensating you in any way. Accordingly, do not send any confidential information or any original creative materials. By posting or submitting User Content, you represent and warrant that (a) the User Content is non-confidential; (b) you have all necessary rights to post the User Content and you can and do grant to Us the rights in accordance with these Terms; (c) the User Content is accurate and not misleading or harmful in any manner; (d) you will clearly state any conflict of interest or relationship that might influence your views such as whether you are being compensated in any way (whether in kind, monetary, or otherwise), or an employee of Polco; and (e) the User Content, and your use and posting thereof in connection with the Site, does not and will not violate these Terms or any applicable local, state, national, or international statute, regulation, or law. Although Polco has no obligation to screen, edit, or monitor any of the User Content or user conduct on the Site, We reserve the right in our sole discretion, to remove, screen, or edit and take appropriate action, including legal action against you with respect to any User Content and to monitor any user conduct on the Site at any time and for any reason without notice.

Authorized Use

All content, information, data, and other material contained on the Site, including without limitation, all trademarks, the “look and feel” of the Site, its color combinations, layout, and all other graphical elements, and all original content, are protected by one or more copyrights, trademarks, patents, trade secrets and/or other proprietary rights owned or licensed by Us and which are protected under the laws of the State of Wisconsin, the United States, foreign jurisdictions, and/or international treaties. The Site, its content, and all related rights remain our exclusive property or the property of

the licensors of such content unless otherwise expressly agreed in writing. Subject to your agreement and your continued compliance with these Terms and all relevant Polco policies, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable limited license (subject to the limitations below) to access and use our Site for your own personal (i.e., non-commercial) entertainment purposes. You agree not to use our Site for any other purpose.

In connection with your Authorized Use, you may download or print content, provided you do not, without our express written consent, modify or delete any of the information, including any proprietary notices. Except as otherwise set forth herein or subject to our written consent, no other permission is granted to you to print, copy, reproduce, distribute, license, transfer, sell, transmit, upload, download, store, display in public, alter, or modify any of the content. In addition, you may not transfer any content to another person, "frame" or "in-line link" the content, "deep link" to any content within the Site, or "mirror" the Site or content therein on any other server. Except as expressly set forth herein, use of the Site does not constitute a grant of any license or other right to use or exploit any of these proprietary rights. Media should contact Us for permission to use the copyrighted information.

Disclaimer and Limitation of Liability

Polco will not be liable to you for any indirect, incidental, consequential, special, punitive or other similar damages, including but not limited to loss of revenues, lost profits, lost data or business interruption or other intangible losses (however such losses are qualified), arising out of or relating in any way to these Terms or our Site itself, whether based on contract, tort or any other legal theory, and whether or not Polco has been advised of the possibility of such damages. Polco will not be liable to you for more than the amount you have paid to Polco in accordance with these terms in the six (6) months immediately preceding the date on which you first assert a claim. You acknowledge and agree that if you have not paid anything to Polco during such time period, your sole remedy (and Polco's exclusive liability) for any dispute with Polco is to stop using our Site and to cancel your account.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and limitations may not apply to you. To the extent that Polco may not, as a matter of applicable law, disclaim any warranty or limit its liability as set forth herein, the scope of such warranty and the extent of Polco's liability will be the minimum permitted under such applicable law.

In particular, nothing in these Terms will affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from any negligence or fraud of Polco.

Third-Party Content

This Site may contain third-party content and links to other websites, and third-party websites may link to the Site (collectively, "Third Party Content"). We do not review or monitor nor are responsible for such Third Party Content. Any mention on the Site of products or services provided by third parties is for informational purposes only and constitutes neither an endorsement nor a recommendation by Us or create a relationship with Us. We disclaim any liability with respect to your use of any such Third Party Content, and you release Us from any liability related to your use of any Third Party Content. Third Party Content may be subject to different and additional terms and conditions, privacy, and other terms. Any dealings among you and any third parties are solely between you and such third parties.

Indemnification

You agree to defend, indemnify, and otherwise hold Us and our successors and assigns, our officers, directors, agents, employees, assigns, third-party content providers, and service partners, harmless from and against any causes of action, including any claims, demands, losses, fees, expenses (including legal fees and expenses), costs, liabilities, and damages related to or arising out of your use of the Site.

Security

You are prohibited from violating or attempting to violate the security of the Site. We will investigate occurrences of possible violations and will cooperate with all applicable law-enforcement authorities in prosecuting violators. In order to protect against unauthorized access to your account, it is recommended that you close the browser when you have finished using the Site.

You are prohibited from violating or attempting to violate the security of the Site, including, but not limited to:

- Gaining unauthorized access to any portion, feature, or services offered by or through the Site, or any related systems, servers, or networks connected to the Site by hacking, password "mining", or any other unauthorized means;
- Scanning or testing the vulnerability of the Site or a system, server, or network connected to the Site;
- Breaching the security or authentication measures on the Site or any network connected to the Site;

- Performing reverse look-ups or tracing any information, personal or otherwise, of Us, any other user, user's account, the Site or otherwise exploit any service or information made available by or through the Site. You may obtain your own personal information obtained by Us according to our [Privacy Policy](#).
- Taking any action that unreasonably or disproportionately burdens the Site's infrastructure, related systems, servers, or networks; or
- Using any device, software, or other method to interfere or attempt to interfere with the normal performance, transactions conducted, or with any other person's use of the Site.

Termination

We may terminate your access to the Site or cancel or suspend your account at any time if you breach or encourage others to breach these Terms in any way or engage in conduct that We deem inappropriate. Upon such termination or suspension, any Authorized Use granted herein terminates automatically without notice to you.

Copyright Enforcement

We honor the intellectual property rights of others and ask the same of you. We may, in our sole discretion, terminate your account or access rights if your actions infringe or otherwise violate the intellectual property rights of others. If you believe your work has been infringed, please provide Us with the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to permit Us to identify the material;
- Information that is reasonably sufficient to permit Us to contact the complaining party, such as address, telephone number and, if available, e-mail address;
- A statement that the complaining party has a good faith belief that use of the material in a manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Polco can be contacted at the above address under the Contact Information section.

Miscellaneous

These Terms constitute the entire agreement between Us and you regarding the subject matter hereof. Any previous agreement, whether oral or written, between Us and you dealing with the subject matter hereof is superseded. If any portion of these Terms are found to be unenforceable for any reason, such portion will be deemed severed and will not affect the enforceability of the remaining terms. Upon your breach of these Terms, We may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. Our remedies are cumulative and not exclusive. Our failure to exercise any remedy or enforce any portion of these Terms at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Terms at any time thereafter. You agree that regardless of any statute or law to the contrary, any claim or action arising out of or regarding these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. We make no representation that the content of the Site is appropriate or available for use in all locations. You are responsible for compliance with all applicable local laws. Any dispute arising out of these Terms shall be governed by the laws of the State of Wisconsin, U.S.A., notwithstanding any conflicts of law principles. Any action relating to these Terms must be filed and maintained in a state or federal court located in the State of Wisconsin, U.S.A., and you consent to exclusive jurisdiction and venue in such courts for such purpose.

Polco

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WHO WE HELP

Local Governments
Elected Officials
Schools and Universities

HOW WE HELP

Polco + NRC
Data Dashboards

RESIDENTS

Why Polco?
Sign In
Sign Up

Terms of Use

The National Community Survey™ (The NCS™), The National Employee Survey™ (The NES™), The National Business Survey™ (The NBS™), The National Police Services Survey™ (The NPSS™), and The Community Assessment Survey for Older Adults™ (CASOA™) Terms of Use

As a Client of National Research Center, Inc. (NRC) using The NCS, The NBS, The NPSS, CASOA or The NES (the Survey Instruments), the Client recognizes that on all Materials and Survey Instruments, as defined herein, created by NRC prior to and after execution of these Terms of Use and used by the Client during the course of the project, NRC retains all rights of authorship and ownership of copyright. Client also acknowledges that NRC owns all data collected in connection with administration of any of NRC's Survey Instruments (Survey Data).

Definitions

In these Terms of Use, **"Materials"** means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, videos, drawings, sounds, or symbols, or any combination thereof. **"Survey Data"** means and includes any and all data collected in connection with administration of any of NRC's Survey Instruments. **"Survey Instruments"** means The NCS, The NBS, CASOA, The NPSS or The NES.

One-Time License to Survey Instruments and Materials

Survey enrollment and payment includes a one-time use license to use the Survey Instruments and Materials for a period of one (1) year following administration of the Survey Instrument. Prior to the expiration of the one (1) year period, Client may re-enroll and submit payment for future use of the Survey Instruments and Materials. Once the limited license has expired, no part of the Survey Instr

Materials may be reproduced, distributed, or transmitted in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, without the prior written permission of NRC, except where permitted by Fair Use, as defined in the Copyright Act, 17 U.S.C. § 107 or otherwise required by law. Notwithstanding the foregoing, Client's right to use its own summaries and reports of the Survey Data does not expire.

Perpetual, Conditional License to Survey Data

The Client acknowledges that in exchange for its use of NRC's proprietary questionnaires and reporting templates, NRC owns exclusive rights in all Survey Data. NRC grants Client a license to use and report Survey Data. The license to use and report Survey Data does not expire. Client's license to use and report Survey Data does not include the right for Client or any other party to use Survey Data for direct or indirect current or potential financial gain.

As part of any publication, transmission or posting of Survey Data, except for exclusively internal use, Client must include the following statement acknowledging that NRC is the owner of the compilation of Survey Data and that Survey Data may not be used by any third party:

This compilation of survey data is owned by National Research Center, Inc. It may not be reproduced or retransmitted in any form without the expressed written consent of National Research Center, Inc. Requests for permission to reproduce or transmit these data should be mailed to Managing Director, NRC, 2955 Valmont Road, Suite 300, Boulder, Colorado 80301.

Privacy Statement

NRC will not sell or distribute the following information of clients or those who provide us information on our website, n-r-c.com:

- Signatures
- Contact information such as emails, phone numbers or addresses
- Any other personal identifying information
- Payment information

The Client acknowledges that it has read and understands the Terms of Use of NRC's Survey Materials, Instruments and Data and agrees to be bound by them.





THE NATIONAL COMMUNITY SURVEY

COMMUNITY ASSESSMENT SURVEY FOR OLDER ADULTS

THE NATIONAL BUSINESS SURVEY

THE NATIONAL EMPLOYEE SURVEY

THE NATIONAL POLICE SERVICES SURVEY

GET STARTED!

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Privacy Policy

Last revised on May 1, 2019.

Polco Inc. (“Polco” or “we”) respects your privacy and provides you this privacy policy (the “Privacy Policy”), which is always at www.polco.us/info/privacy or by contacting us at privacy@polco.us. The Privacy Policy describes our current practices with respect to your privacy, the collection and use of personally identifiable information, and your choices with respect to our use and collection thereof. This Privacy Policy governs all visits to polco.us (the “Site”) and our related mobile apps. You should review these terms periodically as this Privacy Policy may change from time to time. When we post changes to this Privacy Policy, we will revise the date at the top and/or bottom of this Privacy Policy. Capitalized terms not defined in this Privacy Policy are set forth in the [Terms of Use](#). This Privacy Policy is expressly incorporated into and is made part of the Terms of Use.

By using the Site, or sharing your personal information with us, you consent to and accept the privacy practices described in this Privacy Policy.

As outlined in this Privacy Policy, Polco collects your personal information for the purpose of verifying your votes and providing verified, aggregated, and de-identified results. **Other than as detailed in this Privacy Policy, we do not share or sell your individual level responses or personally identifiable information (“PII” or “personal information”).**

What personal information is collected?

To register, you must provide us with a name, email address, and zip code. In some situations, you may also be asked to provide an address. Later, when setting up a profile, you may elect to provide your address (if not already provided), date of birth, and other demographic information. This is the extent of personal information we collect and it is only provided voluntarily. If you opt not to provide this information, you may not be able to use the Site or some of the Site's functions may not work correctly. Unless otherwise indicated in this Privacy Policy or in accordance with applicable law, Polco stores voluntarily provided PII indefinitely on servers located in the United States.

How do we use this data?

We use personal information in three ways:

- To show you personalized content, like policies and discussions relevant to your community.
- To verify you as a registered voter by checking your name, zip code, and/or address against publicly accessible voter registration files.
- To provide public officials or our partners with analyses of policy support based on data you provided voluntarily and that we de-identified prior to sharing.

We only provide demographic data you provided voluntarily in anonymized, aggregated form. No public official or partner will ever see your name linked to a vote you have cast on our website unless you specifically consent to us sharing that information (for example, by commenting on content without changing your settings to post anonymously). Although all comments are public by default, you can adjust your privacy settings on your profile to comment anonymously to the public.

What about device and usage data?

When you use our services, we may automatically collect and store information about your connection such as your IP address, browser type, operating system, information about the device you used and, if you found us via bluetooth, information about the bluetooth beacon from which you found us. This information is stored in log files on our servers, and we use it for the purposes of debugging and security. This individual level information is not shared or sold to third parties either.

How do we protect your information?

We use commercially reasonable physical, technical and administrative security measures and safeguards to protect the confidentiality and security of your personal information. However, since

the internet is not a 100% secure environment and no security system or measures are impenetrable, we cannot guarantee, ensure, or warrant the security of any information you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. It is your responsibility to protect the security of your login information. Please note that emails and other communications you send to us through our Site are not encrypted, and we strongly advise you not to communicate any confidential information through these means. You should secure your password and not share it with any other individual. Be careful when using your login information on or making purchases from public computers. Always log off when finished.

Polco does not currently engage in malware scanning, vulnerability scanning, and/or scanning to PCI standards. This is because we only provide a forum for citizens to vote and comment on policies impacting their community—we do **not** ask for credit card numbers or other payment information.

Do we use "cookies"?

Yes. We and our service partners may use cookies, web beacons, and other technologies to receive and store certain types of information whenever you interact with the Site through your computer or mobile device. Cookies are small data files that are often stored on one's computer each time one visits a new website. Cookies may store unique identifiers, user preferences and other information. We may use cookies for various purposes, including: facilitating the sign in process to the Site; authenticate users; personalize your experience when visiting a Site; and analyze which portions of the Site are most visited or used. We use cookies to help personalize your experience when visiting the Site. These cookies also help to uniquely identify your computer or device for security purposes. You may opt to set your browser to refuse cookies or indicate when a cookie is being sent. Unfortunately, refusal of cookies may affect the experience at many third party websites, including the Site.

Does Polco work with third parties?

Absolutely. There are three components to our partnerships:

1. Confidentiality

We do not sell, trade, or otherwise communicate your PII to outside parties except as outlined in this Privacy Policy. Any third party that Polco partners with that has access to PII must agree to keep this information confidential before entering into a partnership with Polco.

Currently, Polco partners with Intercom to assist us with providing you direct messaging for customer service purposes. You can view Intercom's privacy policy [here](#).

2. External Websites

In the future we may include or offer third-party products or services on our website. Additionally, municipalities and other organizations that use our site to post content may link to third-party sites within that content. These third-party sites will have separate and independent privacy policies and those policies may be different from our Privacy Policy. You should always read the privacy policy of a linked website before disclosing any of your information on such website. We have no responsibility or control of the privacy policies or content and activities of these linked sites. Nevertheless, you are welcome to provide us feedback about these sites.

3. Analytics

We use Google Analytics and Mouseflow to to evaluate your use of the Site, compile reports on activity, collect demographic data, collect data about your computer or device, analyze performance metrics, and collect and evaluate other information related to the Site. We use Rollbar to generate automated error reports. We use these services solely to identify errors with our service and improve user experience. We do not show ads. You can view these services privacy policies at the links in the chart below.

Third-Party Partner	What They Do For Us	How They Use Your Information
Google Analytics	Analytics tool tracking user-website interactions	Google Analytics Privacy Policy
Mouseflow	Analytics tool tracking user-website interactions. You can opt out of Mouseflow's service by following the instructions at https://mouseflow.com/opt-out/	Mouseflow Privacy Policy
Rollbar	Error reporting service	Rollbar Privacy Policy

Other ways we may use your information

In addition to the uses described above, you also authorize us to use and/or share information as described below:

Corporate Changes. We might buy or sell businesses or assets. In the event of a corporate sale, merger, reorganization, sale of assets, dissolution, or similar event, the information may be part of the transferred assets.

In Accordance with Law. We may disclose information to others if we are required to do so by law, or whenever we believe that disclosing such information is necessary or advisable to protect and defend our rights, property or the safety of us or others.

Standard Open Authorization and similar technology ("OAuth"). With your permission, in addition to the uses of or access to your personal information discussed above, third-party applications and services may access your personal information. We use OAuth to enable you to give permission to share your Personal Information with other websites and services, such as Twitter, Facebook, Google (e.g., when you agree to a pop-up requesting you to allow another application to access your account information). We also use OAuth to allow us to share information about you that is stored by us without sharing your security credentials.

Others. We may employ other companies and individuals to perform functions on our behalf, including, for example, technical assistance, customer service, and marketing assistance. These other companies will have access to the information only as necessary to perform their functions and to the extent permitted by law.

California residents' privacy rights

Under California's "Shine the Light" law, Civil Code Section 1798.83, California residents who provide personal information in obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g. requests made in 2016 will receive information regarding 2015 sharing activities).

To obtain this information, please send an email message to privacy@polco.us with "Request for California Privacy Information" on the subject line and in the body of your message. We will provide the requested information to you at your email address in response. Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Do-not-track

We do not respond if your browser sends a "do not track" signal or similar mechanism to indicate you do not wish to be tracked or receive interest-based ads.

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The Site is not targeted towards, nor intended for use by, persons under the age of 13. If you are not at least 13 years of age, do not access, use, or register on the Site. We do not knowingly collect PII from persons under age 13 (in which case we will terminate and delete your account and all information contained therein) without prior parental consent. Unless we have knowledge to the contrary, we will presume that all PII collected by the Site is from persons age 13 and over. By using the Site, you represent and warrant that you are 13 years of age or older.

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If you ever choose to opt-out or unsubscribe from our emails, Polco will honor that request as efficiently as we can. If at any time you would like to unsubscribe from receiving future emails, click on the link at the bottom of each and every email from Polco and we will remove you from our mailing lists.

How can you contact us?

If you have any questions regarding this privacy policy, you may contact us using the information below:

Polco
8001 Terrace Ave, Suite 201
Middleton, WI 53562
United States of America

Phone: (608)-709-VOTE
Email: privacy@polco.us

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Ordinance No. O-2020-14 : Ordinance Approving a Variation for a Public Safety Communication Antenna at 100 Half Day Road

Recommendation of Action

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

The Village of Buffalo Grove is requesting to replace an existing roof mounted communication antenna located at Fire Station 27, located at 100 Half Day Road. The communication antenna will be used for emergency communications at the fire stations 26 and 27, and for automated water meter reading at Public Works. As proposed, the new antenna will require a Variation for height.

ATTACHMENTS:

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

Trustee Liaison

Johnson

Staff Contact

Chris Stilling, Community Development

Tuesday, February 18, 2020

VILLAGE OF BUFFALO GROVE



DATE: February 13, 2020

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Director of Community Development

SUBJECT: A variation the Zoning Ordinance Section 17.32 to allow for the installation of a Public Utility Facility (Public Safety Communication Antenna) to exceed the maximum permissible height of 60' at Fire Station 27.

BACKGROUND

Village of Buffalo Grove is requesting to replace an existing ground mounted communication antenna located at Fire Station 27, located at 100 Half Day Road. The communication antenna will be used for emergency communications at the Fire Stations 26 and 27, and for automated water meter reading at Public Works.

The existing 80 foot tall ground mounted communication antenna on the north side of fire station 27 is in poor condition, and hence needs to be replaced.

The proposed height of the communication tower measures 100 feet. In contrast to Fire Station 26 which is located in a residential district; Fire Station 27 is located in the Industrial district and Public Utility Facility (Public Safety Communication Antenna) is a permitted use up to 60 feet in height. Pursuant to the Municipal Code, Public Utility Facility (Public Safety Communication Antenna) must not exceed the maximum permissible height of 60 feet.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC unanimously recommended approval for the purpose of installation of a communication antenna to exceed 40 feet in height (maximum allowed 60 feet in height) from the ground level:

- 1) The proposed communication antenna shall be installed in accordance with the documents and plans submitted as part of this petition.

Staff concurs with this recommendation.

PUBLIC HEARING COMMENTS

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

PLANNING & ZONING ANALYSIS

Communication Antenna Use

- The communication antennas will continue to be used for emergency communications at the Fire Station 26 and 27, as well as for automated water reading at Public Works.

- The communication antennas will not be used for any commercial use.
- Unlike the antenna at Fire Station 26 which is located in a residential district, Fire Station 27 is located in an Industrial district by which Public Utility Facility (Public Safety Communication Antenna) is a permitted use up to 60 feet in height.

Existing Communication Antenna

- The existing ground mounted communication antenna is located on the north side of Fire Station 27 building.
- The communication antenna is 80 feet tall.
- This existing communication antenna is located approximately 200' from Easton Avenue.



- This existing communication antenna is presently in a poor structural condition and has to be replaced as it poses a safety concern.

Proposed Location and Height of communication tower

- The Village of Buffalo Grove is proposing to replace a communication antenna right behind the Fire Station 27 building on the North side, with a new communication antenna which will be offset by approximately 9 feet to the east of the existing communication antenna as shown in a blue dot in *Image A*.



- The proposed communication antenna will be setback approximately 191 feet from the Easton Avenue which meets setback requirements.
- The communication antenna is proposed to be 100 feet for more reliable coverage, and to meet Buffalo Grove's growing tree canopy.
- The proposed height of the communication antenna will be 100 feet, and is 20 feet greater in height of the existing 80 foot tall communication antenna.

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting the variation to the height of the communication tower, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2020 –

**AN ORDINANCE APPROVING VARIATION FOR A PUBLIC FACILITY (PUBLIC SAFETY ANTENNA) AT 100
HALF DAY ROAD (BUFFALO GROVE FIRE STATION 27)**

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

**Fire Station 27
Public Facility Antenna**

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

WHEREAS, the Property located 100 Half Day Road (hereinafter referred to as the "Property") is improved with an existing fire station with an antenna; and,

WHEREAS, the Village of Buffalo Grove (hereinafter referred to as the "Petitioner") is seeking to replace the existing public safety antenna; and,

WHEREAS, the public safety antenna requires both a variation to Section 17.32 for height and,

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

EXHIBIT A Plan Set

EXHIBIT B Minutes from the February 5, 2020 Planning & Zoning Commission Meeting

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on February 5, 2020 concerning the petition; and,

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

WHEREAS, the Planning & Zoning Commission unanimously recommended approval of the special use and variations to the Zoning Ordinance; and,

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

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

Section 1. This ordinance is made pursuant to and in accordance with the Village's Zoning Ordinance and the Village's Home Rule powers. The preceding whereas clauses are hereby incorporated herein.

Section 2. The Corporate Authorities hereby adopt a proper, valid and binding ordinance approving the development for the Property including a variation to the Zoning Ordinance, with the following conditions:

1. The proposed communication antenna shall be installed in accordance with the documents and plans submitted as part of this petition.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman, Village President

EXHIBIT A

Plan Set

EXHIBIT B – Plan Set
Minutes from the February 5, 2020 Planning & Zoning Commission Meeting

Attachment: Ordinance (O-2020-14 : Ordinance Approving a Variation for a Public Safety Antenna at 100 Half Day Road)

MEMORANDUM

DATE: December 1, 2019

TO: Planning and Zoning Commission

FROM: Rati Akash, Village Planner
Mike Skibbe, Deputy Director of Public Works

SUBJECT: Village Antenna Towers at Fire Station 26 & 27

OVERVIEW

The Village of Buffalo Grove is seeking an amendment to the special use for the replacement of two existing antenna towers in Fire Station 26 and Fire Station 27 respectively. The two proposed towers would be 100 foot tall, self-supporting, ground mounted antennas. The communications devices mounted on the towers would only be Village specific devices, and no commercial use devices are proposed. The towers are critical to the connectivity of emergency communications at the Fire Stations, as well as for our automated water meter reading antenna in Public Works.

SITE SPECIFICS

Fire Station 27 – 100 Half Day Road

The existing tower at Fire Station 27 is a, 80 foot tall self-supporting tower mounted just North of the Fire Station itself. The tower was constructed with the new Fire Station in 1991. It is in poor overall condition, with deteriorating structural members and a leaning concrete foundation pad. This tower supports both the computer connection to Village Hall for onsite personnel, and emergency communication radio equipment.

The new tower would increase in height by 20 feet to clear the increase in height of the tree canopy throughout the Village. It would be constructed just north of the existing tower, both to limit the change in view as well as to allow the new tower to be built before the existing tower is removed. Please see the attached diagrams for specific measurements.

Fire Station 26 – 109 Deerfield Parkway

The existing tower at Fire Station 26 is an 80 foot tall, roof mounted antenna tower with guy wire support system. It is mounted on the roof of the station which was constructed in 1981, and last revised by increasing its height due to tree canopy in 2008. The guy wire anchor system to the roof deck no longer meets industry standard, and rather than try to modify an aged tower, we propose to move it to a more typical ground mounted, self-supporting tower design.

A similar roof mounted tower, at Village Hall, failed in 2009 by falling off the roof. The Village Hall tower was moved to the ground in a similar replacement project. We want to replace this tower and avoid any potential of a similar fate.

The proposed tower would be mounted on the ground just south of the Fire Station, as close as feasible to its current location. Since the 80 foot tall antenna tower was mounted to the top of the structure, the overall height at this location will be similar with the 100 foot tall ground mounted antenna. We believe the overall appearance will be similar, if not less impactful to the neighborhood. The new tower will not require the guy-wire support system which added to the overall appearance of the existing tower.

Please see the attached diagrams with specific dimensions.

REQUESTS

Fire Station 26

Petition for an amendment to the special use Ordinance No. 90-83 for the preliminary plan approval of fire station 26.

Petition for variation to Zoning Ordinance Section 17.32 allow for the installation of self-supporting communication antennas which exceeds the maximum permissible height of 60'.

Fire Station 27

Petition for an amendment to the special use Ordinance No. 90-43 for the preliminary plan approval of fire station 27.

Petition for variation to Zoning Ordinance Section 17.32 allow for the installation of self-supporting communication antennas which exceeds the maximum permissible height of 60'.

The Village of Buffalo Grove is seeking to replace two existing antennas in both Fire Station 26 and Fire Station 27, with two new proposed self-supporting ground mounted antennas which would be 100 foot tall.

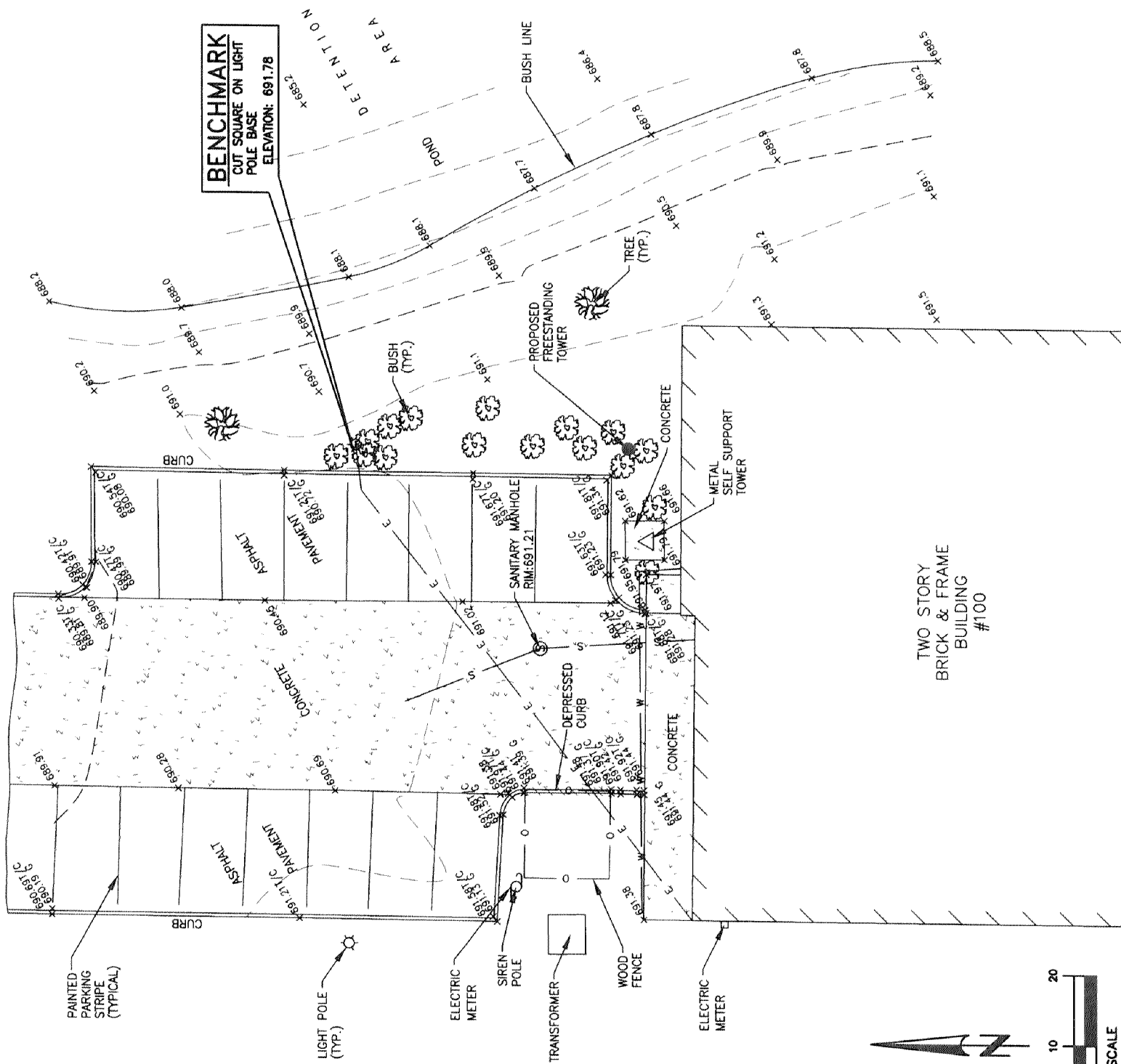
CC: Chris Stilling, Deputy Village Manager
Rati Akash, Village Planner

H:\Agreements\Antenna Tower\2019-1201 PZC Antenna Tower Memo.docx

1. ELEVATIONS SHOWN ARE
2. BENCHMARK: CHISELED
ELEVATION: 691.78
3. AFFECTS PERMANENT TAX
4. SURFACE EVIDENCE OF U
IS BASED ON PHYSICAL C
DELINEATION REPORT OF
MARKING SERVICE WAS P
SURVEY. MARKERS SHOWN
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SURVEY. FOR BUILDING L
SHOWN HEREON, REFER T
COMMITMENTS, CONTRACTS
6. PROPOSED 100' FREE STA
NAD 83
LATITUDE NORTH
LONGITUDE WEST
WITHIN TOLERANCES SET
7. A.M.S.L. HEIGHT OF GROU
WITHIN TOLERANCES SET
8. TOPOGRAPHICAL INFORMAT
ON FIELD OBSERVATIONS
SOME GROUND IMPROVEM
9. THIS SITE SURVEY DOES N
SUBJECT PROPERTY.

LEGEND	
—W—	WATER
—S—	SANIT
—E—	ELECT

DATED AT PALOS HILL



TWO STORY
BRICK & FRAME
BUILDING
#100



During your testimony at the Public Hearing you need to testify and present your case for the variance being requested. During your testimony you need to affirmatively address the three standards listed below

The Planning & Zoning Commission is authorized to grant variations to the regulations of the Municipal Code based upon findings of fact which are made based upon evidence presented at the hearing that:

1. The proposed variation will not alter the essential character of the neighborhood;

Your Evidentiary Statement:

The proposed variation will not alter the essential character of the neighborhood. The Village of Buffalo is proposing to replace the existing ground mounted communication antenna located on the Northside of Fire Station 26 with a ground mounted communication antenna offset by approximately 9 feet to the east of the existing communication antenna.

2. There are practical difficulties or particular hardships in carrying out the variation request;

Your Evidentiary Statement:

- The existing roof mounted communication tower on Fire Station 26 is presently in a poor structural condition and has to be replaced for safety concerns.
- The proposed communication antenna is required to be 100 feet in height to improve the reliability of services for emergency communications.

3. The proposed variation will not be detrimental to the public health safety and welfare.

Your Evidentiary Statement:

The proposed communication antenna will not be detrimental to the public health safety and welfare of the Community.







EXCLUSION ANALYSIS

Fire Station 27

**100 Half Day Road
Buffalo Grove, Lake County, Illinois**

EBI Project No. 6119005810

December 10, 2019

Prepared for:

Fullerton Engineering Consultants, Inc.
1100 E. Woodfield Road, Suite 500
Schaumburg, Illinois 60173

Prepared by:



December 10, 2019

Ms. Sylvia Hultgren
 Fullerton Engineering Consultants, Inc.
 1100 E. Woodfield Road, Suite 500
 Schaumburg, Illinois 60173

Subject: Exclusion Analysis
 Site Identifier: Fire Station 27
 Site Address: 100 Half Day Road, Buffalo Grove, Lake County, Illinois 60089
 EBI Project #6119005810

Dear Ms. Hultgren:

EBI is pleased to provide this Exclusion Analysis letter report for the proposed communications installation at the address noted above (the Subject Property). The purpose of this Exclusion Analysis is to evaluate whether the proposed wireless communications installation meets the established regulatory criteria necessary to qualify for an exemption from the Section 106 review process.

PROJECT DESCRIPTION

The proposed wireless communications installation will consist of replacing an existing tower facility. The existing tower facility was constructed in 1991 and is located adjacent to the north of an existing building. Specifically, the existing 80-foot self-support tower will be replaced by a 100-foot self-support tower directly east of the existing tower to be removed. According to information provided by the Client, the existing 80-foot tower has one 15-foot antenna mounted on top for an overall height of 95 feet above ground level (AGL). The new tower will maintain the existing antenna at 95 feet and mount a new whip antenna at a top-height of 105 feet AGL. No new ground disturbance outside the existing lease area is planned for this tower replacement. Please refer to the attached plans for a full description of the proposed installation.

REGULATORY OVERVIEW

Pursuant to Federal Communications Commission (FCC) rules implementing the National Environmental Policy Act (NEPA; 47 CFR 1.1306, Note 1), the preparation of an Environmental Assessment (EA) is not required for the mounting of antenna(s) on an existing building or antenna tower, unless the proposed facility (i) may affect districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or are eligible for listing, in the National Register of Historic Places, or (ii) would result in human exposure to radiofrequency radiation in excess of applicable health and safety guidelines.

Further, under FCC NEPA Rules (47 CFR §1.1320), the *Nationwide Programmatic Agreement for the Collocation of Wireless Antennas (Collocation Agreement; March 16, 2001 as amended 2016)*, and the *Nationwide Programmatic Agreement for Review of Effects on Historic Properties (NPA; September 2004)*, certain undertakings which meet applicable exclusionary criteria are exempted from the Section 106 review process.

SECTION 106 REVIEW EXEMPTIONS

Antenna Installation

Based on project details provided by the Client, EBI evaluated whether the proposed antenna installation qualifies for an exemption from Section 106 Review, by evaluating it against the criteria set forth under the following:

- **Exclusion B of the 2004 NPA**

Exemption from Section 106 review for construction of a replacement tower

Based on the results of EBI's analysis, the proposed installation **does meet** the applicable exclusionary criteria set forth under the above-referenced regulatory exemption(s). As such, Section 106 review **is not** required. Please refer to the attached checklist for a complete summary of EBI's analysis of the proposed installation against the specific criteria set forth under the above-referenced regulatory exemption.

RADIO FREQUENCY RADIATION

An evaluation to determine whether radiofrequency (RF) emissions standards are met was not included as part of this Report. EBI understands that the Client will evaluate the proposed installation to ensure it will not result in human exposure to RF emissions in excess of the applicable FCC standards, as outlined in 47 CFR §1.1307(b).

CONCLUSIONS

Based on the project details provided by the Client, and the research and analysis completed by EBI, the proposed installation **does meet** the exclusionary criteria set forth in one of the existing regulatory exemptions from Section 106 review. As such, the proposed installation is recognized to have minimal or no adverse effect on historic properties and Indian religious sites or culturally significant properties, and further consultation or review under Section 106 is **not required**.

LIMITATIONS

This letter report was prepared according to the terms and conditions authorized by you. There are no intended or unintended third party beneficiaries to the contents of this letter report, unless specifically named. EBI is an independent contractor, not an employee of either the property owner or the project proponent, and its compensation was not based on the findings or recommendations made in this letter report or on the closing of any business transaction. Note that the findings of this letter report are based on the project specifications provided to EBI and described in this letter report. In the event that the design or location of the installation changes, please contact EBI as additional review and/or consultation may be required.

Thank you for the opportunity to prepare this Exclusion Analysis, and assist you with this project. Please call us if you have any questions or if we may be of further assistance.

Respectfully Submitted,



Ms. Melissa Bauer
Author/Senior Scientist



Mr. Gregory McKee
Reviewer/Project Manager
Direct# (717) 903-5399



Mr. Robert Helfrich
Program Manager

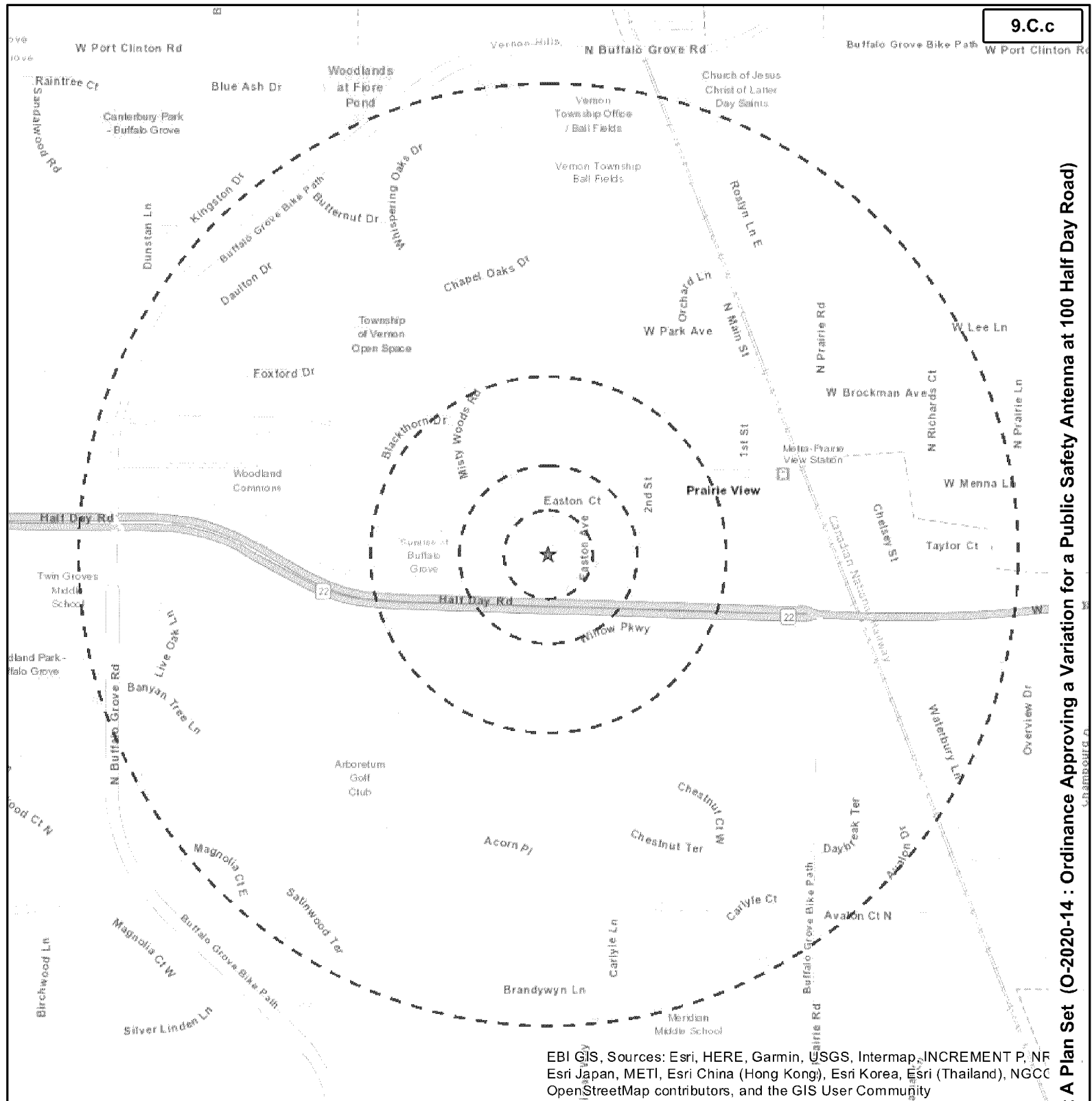
Attachments: Section 106 Review Exemption Criteria Checklist
 Figures & Drawings
 Supporting Documentation
 Resumes

**SECTION 106 REVIEW
EXEMPTION CRITERIA CHECKLISTS**



EXCLUSIONS	CRITERIA		
2004 NPA EXCLUSION B	REPLACEMENT FACILITY <i>Note: All responses must be 'YES' to apply the exclusion</i>	YES	NO
	The replacement tower and associated support equipment does NOT substantially increase the size of the existing tower under elements 1-3 of the definition as defined in the Collocation Agreement.	X	
	Replacement tower does not expand the boundaries of the existing leased or owned property surrounding the tower by more than 30 feet in any direction.	X	
	Replacement tower does not involve excavation outside these expended boundaries or outside any existing access or utility easement related to the site.	X	
	If the existing tower was constructed <u>after</u> March 16, 2001, a Section 106 Review and any associated environmental reviews required by the FCC's rules, have been completed.	X	

FIGURES & DRAWINGS



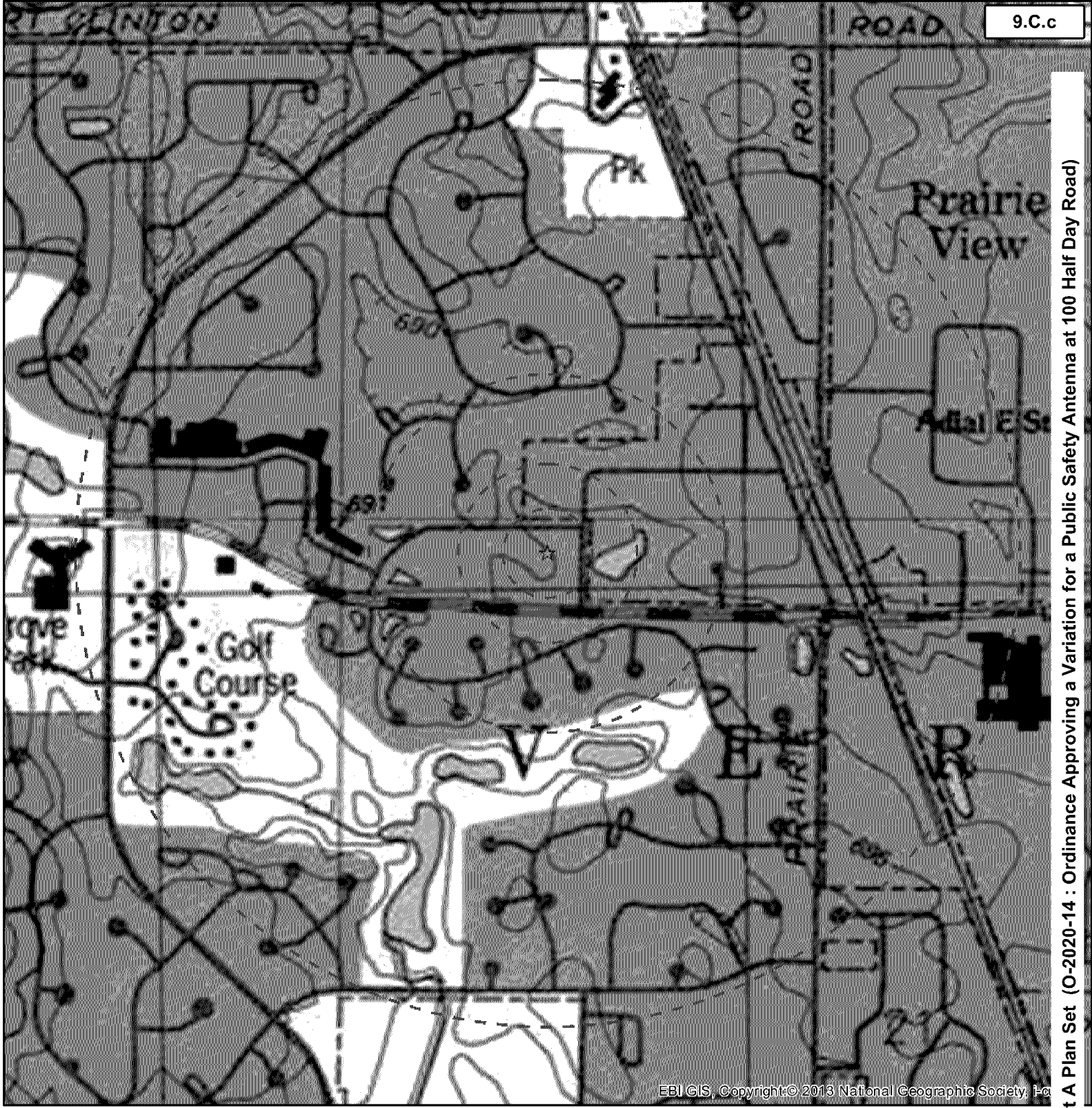
Legend

- ★ Project Site
- Site Radius at 250', 500', 1000' and 1/2 mile

Date: 12 19

Figure 1: Site Location Map

FIRE STATION 27
100 HALF DAY ROAD
BUFFALO GROVE, IL



Legend

- ★ Project Site
- Site Radius at 250', 500', 1000' and 1/2 mile

USGS 24K Quad: Wheeling, IL 1986

Date: 12/3,

Figure 2 - Topographic Map

**FIRE STATION 27
100 HALF DAY ROAD
BUFFALO GROVE, IL**

SUPPORTING DOCUMENTATION

(708) 526-6667 / 526-1990



E & E Systems, Inc.

26824 Legion Court
P.O. Box 159
Wauconda, IL 60084-0159

Joe Herreweyers

*Specialists in Satellite Communications,
Antenna Systems, Sound, Video & Security.*



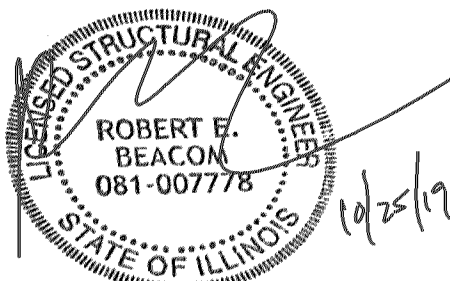
Structural Design Report
 100' 3600 SRWD Freestanding Tower
 Site: FS27 Buffalo Grove, IL

Prepared for: URBAN COMMUNICATIONS, INC.
 by: Sabre Towers & Poles™

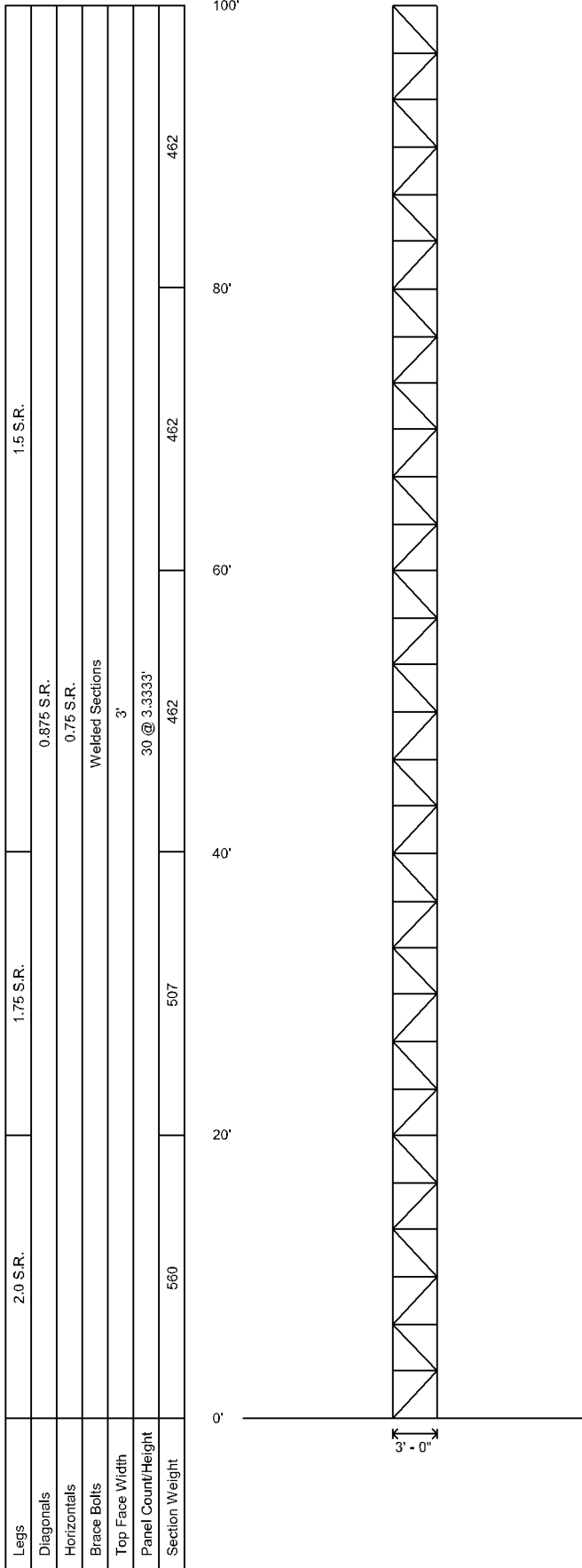
Job Number: 20-3050-TJH-R1

October 22, 2019

Tower Profile.....	1
Foundation Design Summary (Preliminary).....	2-3
Maximum Leg Loads.....	4
Maximum Diagonal Loads.....	5
Maximum Foundation Loads.....	6
Calculations.....	7-24



License Expires: 11-30-20



Designed Appurtenance Loading

Elev	Description	Tx-Line
105	(1) 10' x 3in Whip	
100	3ft Sidearm	
100		(1) LMR-400
90	Flush Mount	
90	(1) 1' x 1' x 3in Panel	(1) CAT 6
80	Leg Dish Mount	
80	(1) 1' H.P. Dish	(1) CAT 6
53	(1) 10' x 3in Whip	
50	(2) 10' x 3in Whip	
48	3ft Sidearm	
48		(1) LMR-400
45	(2) 3ft Sidearms	
45		(2) LMR-400
26.5	(1) 3 sq. ft. EPA	(1) LMR-400
24.75	(1) 3 sq. ft. EPA	(1) LMR-400
23.583	(1) 3 sq. ft. EPA	(1) LMR-400

Design Criteria - ANSI/TIA-222-G

ASCE 7-16 Ultimate Wind Speed (No Ice)	114 mph
Wind Speed (Ice)	40 mph
Design Ice Thickness	1.50 in
Structure Class	III
Risk Category	III
Exposure Category	C
Topographic Category	1

Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	4.31	Shear (kips)	2.75
Axial (kips)	15.57	Compression (kips)	81
Moment (ft-kips)	205	Uplift (kips)	77
Torsion (ft-kips)	-0.41		

Notes

- 1) All legs are A572 Grade 50.
- 2) All braces are A36
- 3) The tower model is 3600 SRWD Freestanding.
- 4) Azimuths are relative (not based on true north).
- 5) Foundation loads shown are maximums.
- 6) (4) 3/4" dia. x 39"-long F1554 grade 105 anchor bolts per leg.
- 7) Weights shown are estimates. Final weights may vary.
- 8) Tower Rating: 86.5%

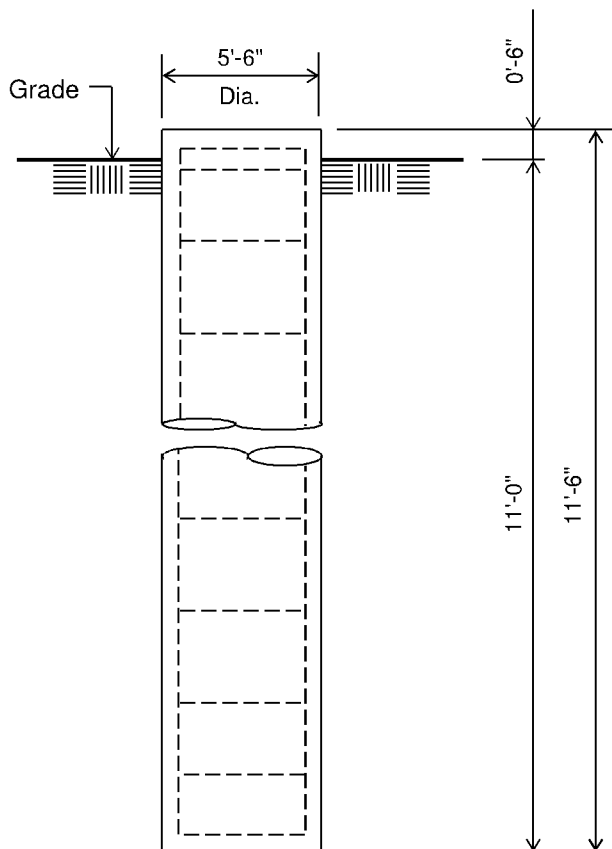
 Sabre Industries Towers and Poles Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 560 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.	Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6690 Fax: (712) 279-0814	Job: 20-3050-TJH-R1 Customer: URBAN COMMUNICATIONS, INC. Site Name: FS27 Buffalo Grove, IL Description: 100' 3600SRWD Free-standing Date: 10/22/2019 By: REB
---	--	---

Customer: URBAN COMMUNICATIONS, INC.

Site: FS27 Buffalo Grove, IL

100' 3600 SRWD Freestanding

PRELIMINARY -NOT FOR CONSTRUCTION-



ELEVATION VIEW

(10.12 Cu. Yds.)

(1 REQUIRED; NOT TO SCALE)

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) The foundation is based on the following factored loads:
Moment = 204.00 k-ft
Axial = 5.52 k
Shear = 3.78 k

Rebar Schedule for Pier

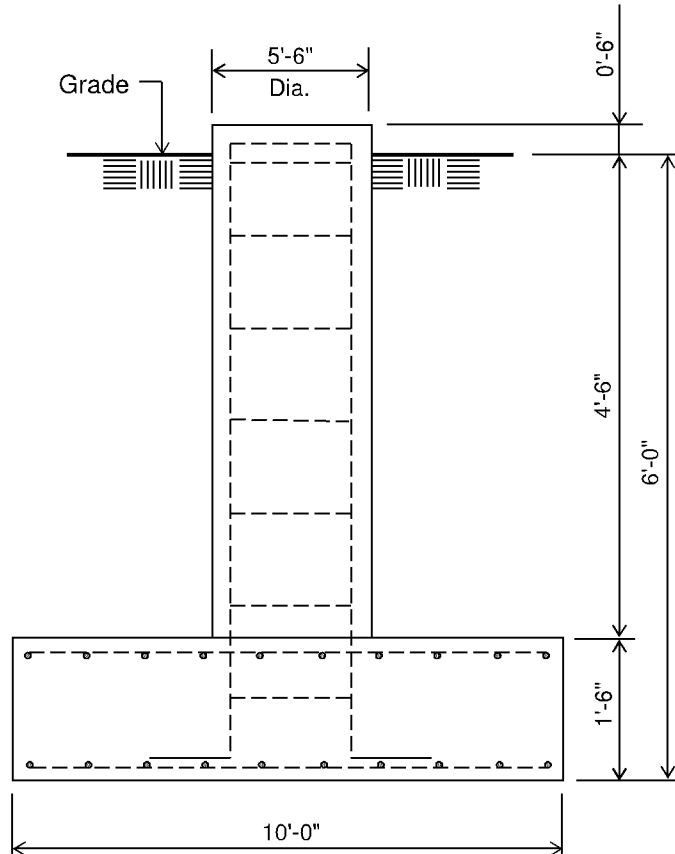
Pier	(30) #7 vertical rebar w/ #5 ties, (2) within top 5" of pier, then 12" C/C
------	--

Customer: URBAN COMMUNICATIONS, INC.

Site: FS27 Buffalo Grove, IL

100' 3600 SRWD Freestanding

PRELIMINARY -NOT FOR CONSTRUCTION-



ELEVATION VIEW

(9.96 Cu. Yds.)

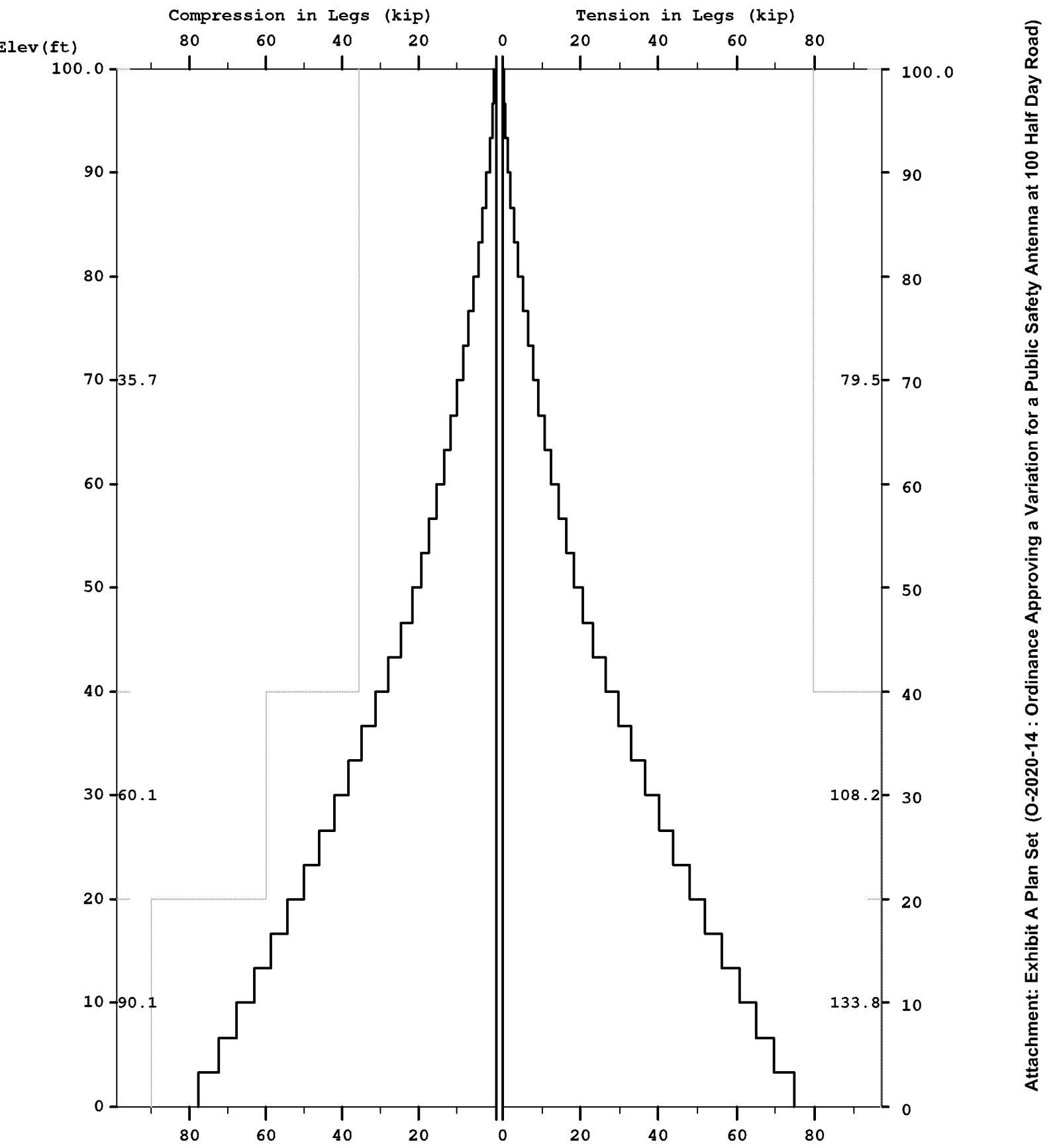
(1 REQUIRED; NOT TO SCALE)

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) 4.5 ft of soil cover is required over the entire area of the foundation slab.
- 7) The foundation is based on the following factored loads:
Moment = 204.00 k-ft
Axial = 5.52 k
Shear = 3.78 k

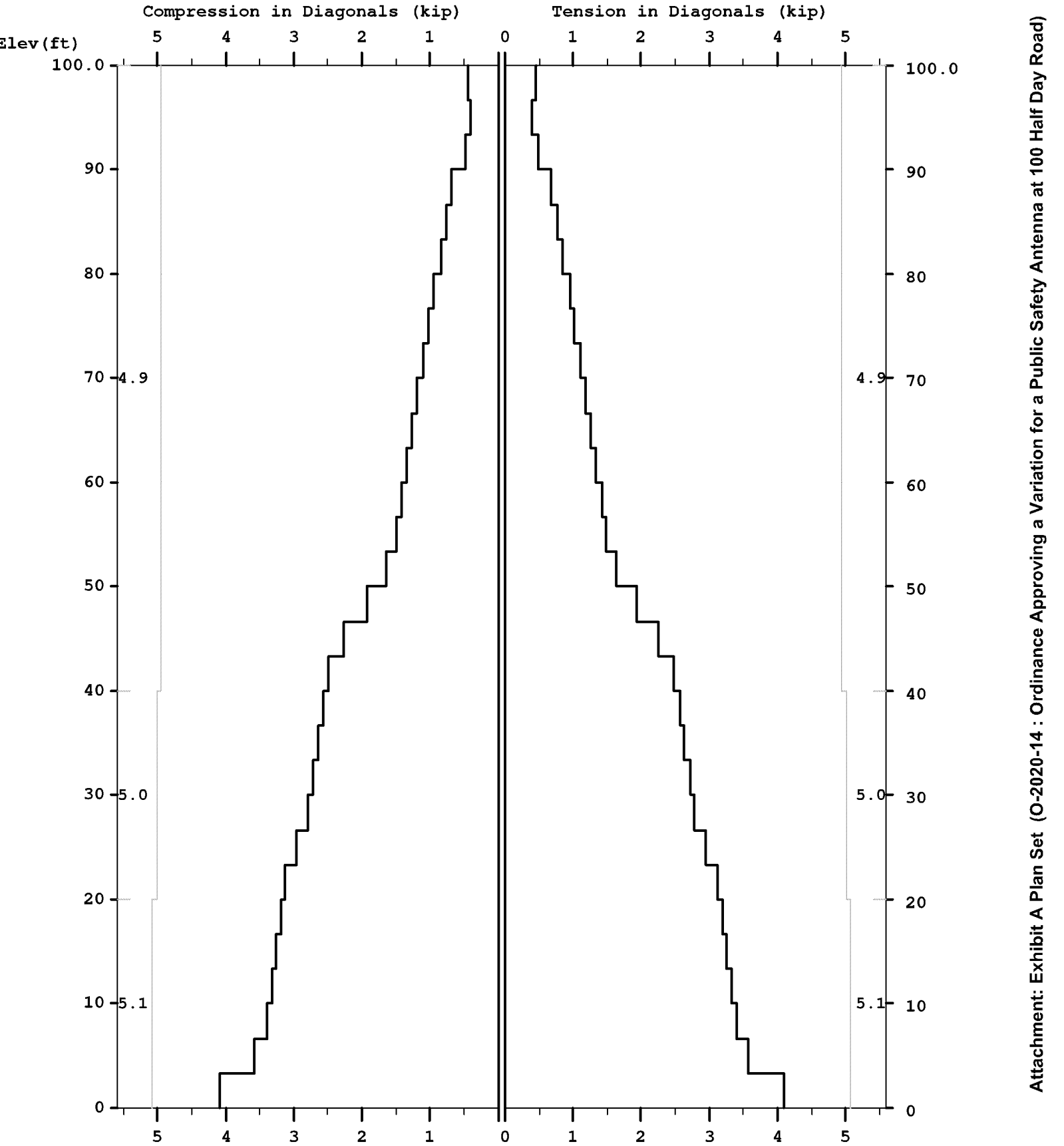
Rebar Schedule for Pad and Pier	
Pier	(30) #7 vertical rebar w/ hooks at bottom w/ #5 ties, (2) within top 5" of pier, then 12" C/C
Pad	(12) #8 horizontal rebar evenly spaced each way top and bottom (48 total)

Maximum



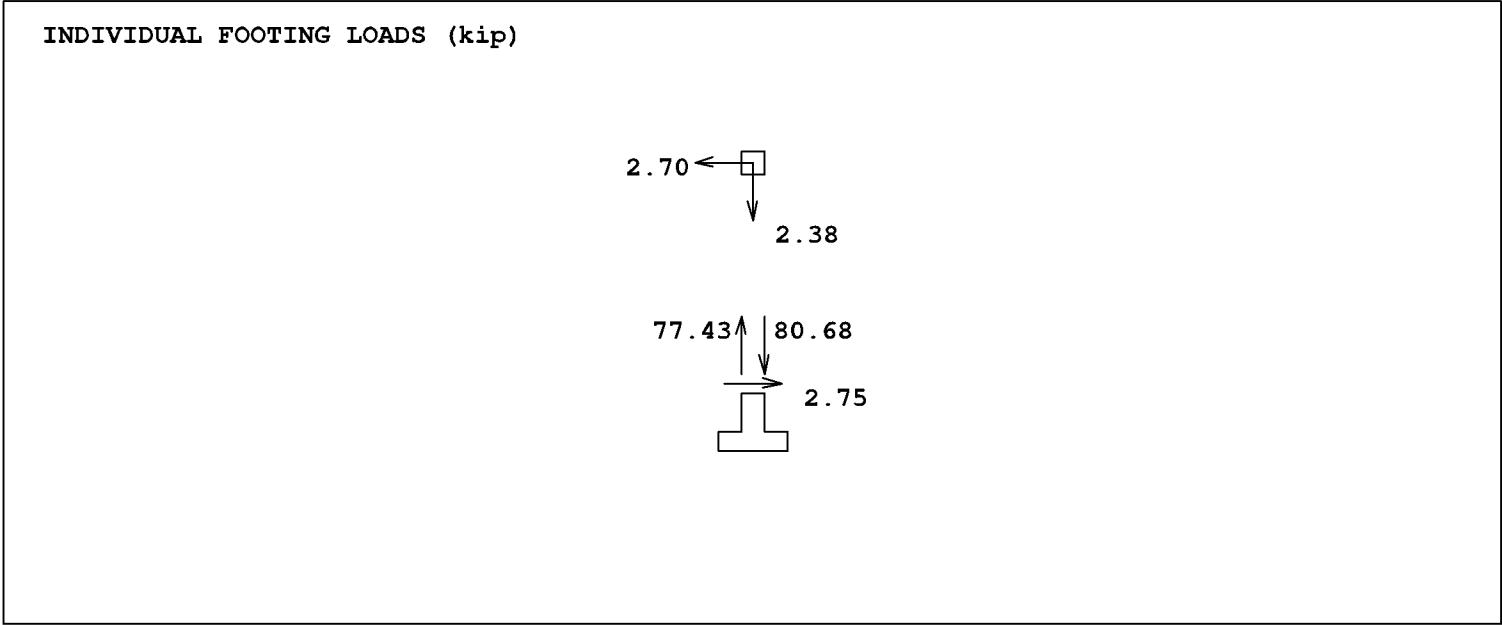
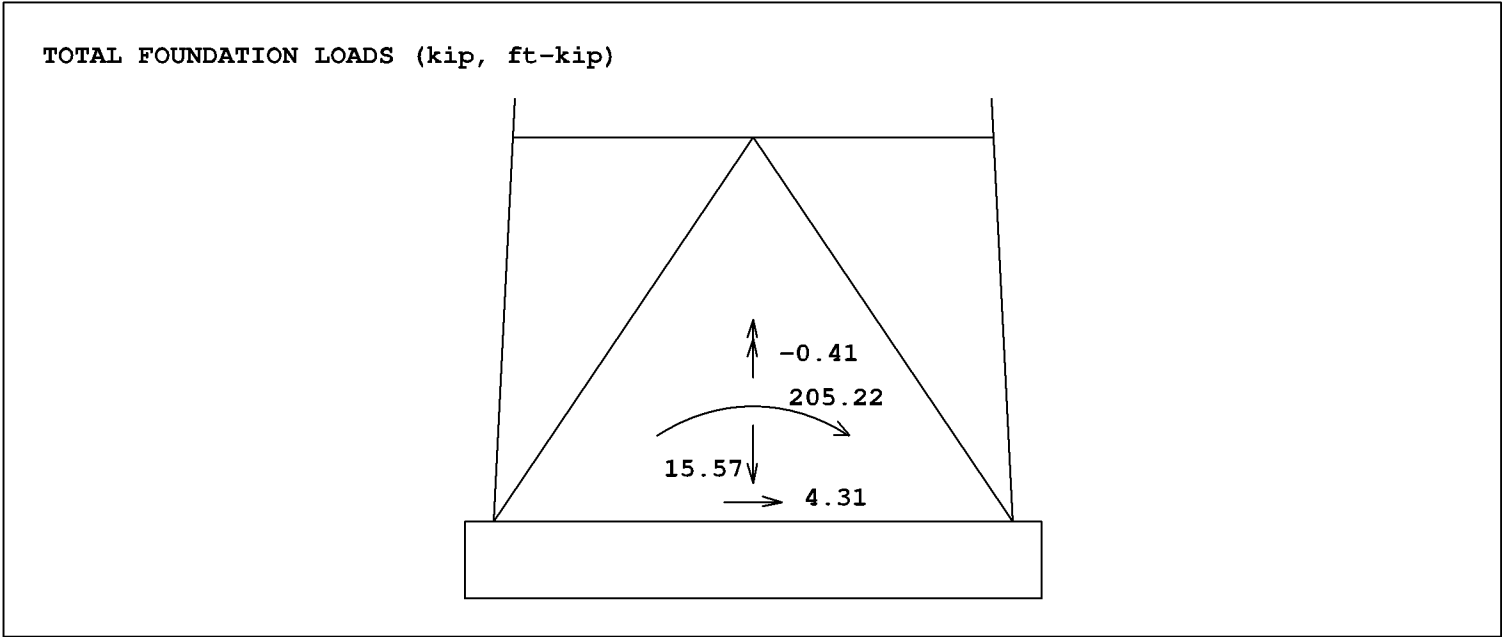
Attachment: Exhibit A Plan Set (O-2020-14 : Ordinance Approving a Variation for a Public Safety Antenna at 100 Half Day Road)

Maximum



Attachment: Exhibit A Plan Set (O-2020-14 : Ordinance Approving a Variation for a Public Safety Antenna at 100 Half Day Road)

Maximum



Attachment: Exhibit A Plan Set (O-2020-14 : Ordinance Approving a Variation for a Public Safety Antenna at 100 Half Day Road)

20-3050-TJH-R1

Latticed Tower Analysis (Unguyed)
Processed under license at:

(c)2015 Guymast Inc. 416-736-7453

Sabre Towers and Poles

on: 22 oct 2019 at: 15:07:44

MAST GEOMETRY (ft)

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.W..AT BOTTOM	F.W..AT TOP	TYPICAL PANEL HEIGHT
D	3	80.00	100.00	3.00	3.00	3.33
D	3	60.00	80.00	3.00	3.00	3.33
D	3	40.00	60.00	3.00	3.00	3.33
D	3	20.00	40.00	3.00	3.00	3.33
D	3	0.00	20.00	3.00	3.00	3.33

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	40.00	100.00	1.767	0.375	29000.	0.0000117
LE	20.00	40.00	2.405	0.375	29000.	0.0000117
LE	0.00	20.00	3.142	0.375	29000.	0.0000117
DI	0.00	100.00	0.601	0.219	29000.	0.0000117
HO	0.00	100.00	0.442	0.188	29000.	0.0000117

FACTORED MEMBER RESISTANCES

BOTTOM ELEV ft	TOP ELEV ft	LEGS COMP kip	LEGS TENS kip	DIAGONALS COMP kip	DIAGONALS TENS kip	HORIZONTALS COMP kip	HORIZONTALS TENS kip	INT COMP kip	BRACING TENS kip
80.0	100.0	35.70	79.52	4.94	4.94	6.02	6.02	0.00	0.00
60.0	80.0	35.70	79.52	4.94	4.94	6.02	6.02	0.00	0.00
40.0	60.0	35.70	79.52	4.94	4.94	6.02	6.02	0.00	0.00
20.0	40.0	60.09	108.24	5.01	5.01	6.10	6.10	0.00	0.00
0.0	20.0	90.09	133.78	5.08	5.08	6.19	6.19	0.00	0.00

* Only 3 condition(s) shown in full

* Some wind loads may have been derived from full-scale wind tunnel testing

LOADING CONDITION A

114 mph Ultimate wind with no ice. Wind Azimuth: 0°

MAST LOADING

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	LOAD..AT AZI	LOAD AZI	FORCES.....		MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	105.0	0.00	0.0	0.0	0.09	0.02	0.00	0.00
C	100.0	0.00	0.0	0.0	0.19	0.18	0.00	0.00
C	90.0	0.00	0.0	0.0	0.12	0.07	0.00	0.00
C	53.0	0.00	0.0	0.0	0.08	0.02	0.00	0.00
C	50.0	0.00	0.0	0.0	0.15	0.04	0.00	0.00
C	48.0	0.00	0.0	0.0	0.16	0.18	0.00	0.00
C	45.0	0.00	0.0	0.0	0.32	0.36	0.00	0.00
C	26.5	0.00	0.0	0.0	0.06	0.01	0.00	0.00
C	24.7	0.00	0.0	0.0	0.06	0.01	0.00	0.00
C	23.6	0.00	0.0	0.0	0.06	0.01	0.00	0.00

20-3050-TJH-R1								
C	4.0	0.00	0.0	0.0	0.56	0.38	0.00	0.00
D	100.0	0.00	240.0	0.0	0.02	0.04	0.00	0.00
D	90.0	0.00	240.0	0.0	0.02	0.04	0.00	0.00
D	90.0	0.00	203.7	0.0	0.02	0.04	0.00	0.00
D	80.0	0.00	203.7	0.0	0.02	0.04	0.00	0.00
D	80.0	0.00	194.1	0.0	0.02	0.04	0.00	0.00
D	66.7	0.00	194.1	0.0	0.02	0.04	0.00	0.00
D	66.7	0.00	194.1	0.0	0.02	0.04	0.00	0.00
D	50.0	0.00	194.1	0.0	0.02	0.04	0.00	0.00
D	50.0	0.00	198.8	0.0	0.02	0.04	0.00	0.00
D	40.0	0.00	215.7	0.0	0.02	0.04	0.00	0.00
D	40.0	0.00	215.0	0.0	0.02	0.04	0.00	0.00
D	26.7	0.00	215.0	0.0	0.02	0.04	0.00	0.00
D	26.7	0.00	220.9	0.0	0.02	0.05	0.00	0.00
D	6.7	0.00	224.3	0.0	0.02	0.06	0.00	0.00
D	6.7	0.00	223.3	0.0	0.02	0.05	0.00	0.00
D	0.0	0.00	223.3	0.0	0.02	0.05	0.00	0.00

ANTENNA LOADING

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.....ANTENNA.....		ATTACHMENT		ANTENNA FORCES.....				
TYPE	ELEV ft	AZI	RAD ft	AZI	AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
HP	80.0	0.0	3.2	0.0	0.03	0.00	0.01	0.00

LOADING CONDITION M

114 mph Ultimate wind with no ice. Wind Azimuth: 0◆

MAST LOADING

=====

LOAD TYPE	ELEV ft	APPLY... RADIUS ft	LOAD...AT AZI	LOAD AZI	FORCES.....		MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	105.0	0.00	0.0	0.0	0.09	0.01	0.00	0.00
C	100.0	0.00	0.0	0.0	0.19	0.14	0.00	0.00
C	90.0	0.00	0.0	0.0	0.12	0.05	0.00	0.00
C	53.0	0.00	0.0	0.0	0.08	0.01	0.00	0.00
C	50.0	0.00	0.0	0.0	0.15	0.03	0.00	0.00
C	48.0	0.00	0.0	0.0	0.16	0.14	0.00	0.00
C	45.0	0.00	0.0	0.0	0.32	0.27	0.00	0.00
C	26.5	0.00	0.0	0.0	0.06	0.01	0.00	0.00
C	24.7	0.00	0.0	0.0	0.06	0.01	0.00	0.00
C	23.6	0.00	0.0	0.0	0.06	0.01	0.00	0.00
C	4.0	0.00	0.0	0.0	0.56	0.29	0.00	0.00
D	100.0	0.00	240.0	0.0	0.02	0.03	0.00	0.00
D	90.0	0.00	240.0	0.0	0.02	0.03	0.00	0.00
D	90.0	0.00	203.7	0.0	0.02	0.03	0.00	0.00
D	80.0	0.00	203.7	0.0	0.02	0.03	0.00	0.00
D	80.0	0.00	194.1	0.0	0.02	0.03	0.00	0.00
D	66.7	0.00	194.1	0.0	0.02	0.03	0.00	0.00
D	66.7	0.00	194.1	0.0	0.02	0.03	0.00	0.00
D	50.0	0.00	194.1	0.0	0.02	0.03	0.00	0.00
D	50.0	0.00	198.8	0.0	0.02	0.03	0.00	0.00
D	40.0	0.00	215.7	0.0	0.02	0.03	0.00	0.00
D	40.0	0.00	215.0	0.0	0.02	0.03	0.00	0.00
D	26.7	0.00	215.0	0.0	0.02	0.03	0.00	0.00
D	26.7	0.00	220.9	0.0	0.02	0.03	0.00	0.00
D	6.7	0.00	224.3	0.0	0.02	0.04	0.00	0.00
D	6.7	0.00	223.3	0.0	0.02	0.04	0.00	0.00
D	0.0	0.00	223.3	0.0	0.02	0.04	0.00	0.00

ANTENNA LOADING

=====

.....ANTENNA.....		ATTACHMENT		ANTENNA FORCES.....				
TYPE	ELEV ft	AZI	RAD ft	AZI	AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
HP	80.0	0.0	3.2	0.0	0.03	0.00	0.01	0.00

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LOADING CONDITION Y

40 mph wind with 1.5 ice. Wind Azimuth: 0°

MAST LOADING

LOAD TYPE	ELEV ft	APPLY... RADIUS ft	LOAD...AT AZI	LOAD AZI	FORCES.....		MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	105.0	0.00	0.0	0.0	0.03	0.05	0.00	0.00
C	100.0	0.00	0.0	0.0	0.05	0.39	0.00	0.00
C	90.0	0.00	0.0	0.0	0.04	0.13	0.00	0.00
C	53.0	0.00	0.0	0.0	0.02	0.05	0.00	0.00
C	50.0	0.00	0.0	0.0	0.05	0.09	0.00	0.00
C	48.0	0.00	0.0	0.0	0.04	0.37	0.00	0.00
C	45.0	0.00	0.0	0.0	0.08	0.75	0.00	0.00
C	26.5	0.00	0.0	0.0	0.01	0.05	0.00	0.00
C	24.7	0.00	0.0	0.0	0.01	0.05	0.00	0.00
C	23.6	0.00	0.0	0.0	0.01	0.05	0.00	0.00
C	4.0	0.00	0.0	0.0	0.08	0.90	0.00	0.00
D	100.0	0.00	240.0	0.0	0.01	0.12	0.01	0.00
D	90.0	0.00	240.0	0.0	0.01	0.12	0.01	0.00
D	90.0	0.00	239.1	0.0	0.01	0.12	0.01	0.00
D	60.0	0.00	238.4	0.0	0.01	0.11	0.01	0.00
D	60.0	0.00	238.4	0.0	0.01	0.11	0.01	0.00
D	50.0	0.00	238.4	0.0	0.01	0.11	0.01	0.00
D	50.0	0.00	238.8	0.0	0.01	0.11	0.01	0.00
D	46.7	0.00	238.8	0.0	0.01	0.11	0.01	0.00
D	46.7	0.00	239.5	0.0	0.01	0.12	0.02	0.00
D	36.7	0.00	239.6	0.0	0.01	0.14	0.02	0.00
D	36.7	0.00	239.6	0.0	0.01	0.14	0.02	0.00
D	26.7	0.00	239.6	0.0	0.01	0.14	0.02	0.00
D	26.7	0.00	239.7	0.0	0.01	0.14	0.03	0.00
D	13.3	0.00	239.7	0.0	0.01	0.15	0.03	0.00
D	13.3	0.00	239.7	0.0	0.01	0.15	0.03	0.00
D	3.3	0.00	239.7	0.0	0.01	0.14	0.03	0.00
D	3.3	0.00	239.4	0.0	0.01	0.11	0.02	0.00
D	0.0	0.00	239.4	0.0	0.01	0.11	0.02	0.00

ANTENNA LOADING

.....ANTENNA..... TYPE	ELEV ft	AZI	ATTACHMENT		ANTENNA FORCES.....			
			RAD ft	AZI	AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
HP	80.0	0.0	3.2	0.0	0.01	0.00	0.05	0.00

MAXIMUM ANTENNA AND REFLECTOR ROTATIONS:

ELEV ft	AZI deg	TYPE *	BEAM DEFLECTIONS (deg).....			
			ROLL	YAW	PITCH	TOTAL
80.0	0.0	HP	1.199 M	0.103 D	-1.218 V	1.222 D

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
100.0	-----	-----	0.17 U	0.00 A
96.7	0.27 R	0.45 X	0.02 W	0.00 A
93.3	0.75 U	0.40 R	0.03 I	0.00 A
	1.29 U	0.48 X		
90.0	2.01 U	0.68 R	0.08 U	0.00 A
86.7	2.93 U	0.76 X	0.03 U	0.00 A

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83.3	-----		0.03 U	0.00 A
	3.97 U	0.85 F		
80.0	-----		0.05 Q	0.00 A
	5.10 U	0.95 L		
76.7	-----		0.04 I	0.00 A
	6.40 U	1.02 R		
73.3	-----		0.03 I	0.00 A
	7.75 U	1.11 X		
70.0	-----		0.03 U	0.00 A
	9.26 U	1.18 R		
66.7	-----		0.03 I	0.00 A
	10.82 U	1.26 X		
63.3	-----		0.03 I	0.00 A
	12.54 U	1.34 R		
60.0	-----		0.03 I	0.00 A
	14.31 U	1.42 L		
56.7	-----		0.03 U	0.00 A
	16.24 U	1.49 R		
53.3	-----		0.06 U	0.00 A
	18.25 U	1.64 L		
50.0	-----		0.12 U	0.00 A
	20.59 U	1.93 R		
46.7	-----		0.13 I	0.00 A
	23.22 U	2.26 L		
43.3	-----		0.09 I	0.00 A
	26.31 U	2.49 R		
40.0	-----		0.03 Q	0.00 A
	29.58 U	2.56 L		
36.7	-----		0.03 A	0.00 A
	33.02 U	2.64 R		
33.3	-----		0.03 Q	0.00 A
	36.50 U	2.72 L		
30.0	-----		0.03 A	0.00 A
	40.14 U	2.79 R		
26.7	-----		0.07 E	0.00 A
	43.88 U	2.95 X		
23.3	-----		0.07 M	0.00 A
	47.90 U	3.12 R		
20.0	-----		0.03 E	0.00 A
	52.03 U	3.19 X		
16.7	-----		0.03 A	0.00 A
	56.32 U	3.26 F		
13.3	-----		0.03 Q	0.00 A
	60.64 U	3.33 X		
10.0	-----		0.03 A	0.00 A
	65.12 U	3.39 F		
6.7	-----		0.08 Q	0.00 A
	69.69 U	3.58 X		
3.3	-----		0.21 M	0.00 A
	74.73 U	4.09 N		
0.0	-----		0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
100.0	-----		-0.17 C	0.00 A
	-0.42 L	-0.45 R		
96.7	-----		-0.02 E	0.00 A
	-0.97 C	-0.40 X		
93.3	-----		-0.03 C	0.00 A
	-1.59 C	-0.48 R		
90.0	-----		-0.08 C	0.00 A
	-2.42 C	-0.68 X		
86.7	-----		-0.03 C	0.00 A
	-3.41 C	-0.76 R		
83.3	-----		-0.03 O	0.00 A
	-4.52 C	-0.85 X		
80.0	-----		-0.06 K	0.00 A
	-5.73 C	-0.94 B		
76.7	-----		-0.03 W	0.00 A
	-7.10 C	-1.03 X		
73.3	-----		-0.03 O	0.00 A

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70.0	-8.52 C	-1.10 R	-0.03 O	0.00 A
66.7	-10.11 C	-1.19 X	-0.03 C	0.00 A
63.3	-11.74 C	-1.26 F	-0.03 C	0.00 A
60.0	-13.54 C	-1.34 X	-0.03 C	0.00 A
56.7	-15.38 C	-1.42 R	-0.03 C	0.00 A
53.3	-17.39 C	-1.50 L	-0.06 C	0.00 A
50.0	-19.48 C	-1.63 R	-0.12 O	0.00 A
46.7	-21.96 C	-1.93 L	-0.13 C	0.00 A
43.3	-24.83 C	-2.26 R	-0.09 O	0.00 A
40.0	-28.10 C	-2.49 L	-0.03 K	0.00 A
36.7	-31.46 C	-2.56 R	-0.03 G	0.00 A
33.3	-34.99 C	-2.64 L	-0.03 K	0.00 A
30.0	-38.55 C	-2.71 R	-0.03 G	0.00 A
26.7	-42.29 C	-2.79 L	-0.07 K	0.00 A
23.3	-46.12 C	-2.95 R	-0.07 S	0.00 A
20.0	-50.25 C	-3.12 X	-0.03 W	0.00 A
16.7	-54.47 C	-3.19 R	-0.03 G	0.00 A
13.3	-58.86 C	-3.26 X	-0.03 K	0.00 A
10.0	-63.29 C	-3.32 F	-0.03 G	0.00 A
6.7	-67.88 C	-3.40 X	-0.08 K	0.00 A
3.3	-72.60 C	-3.57 F	-0.21 G	0.00 A
0.0	-77.93 C	-4.09 X	0.00 A	0.00 A

FORCE/RESISTANCE RATIO IN LEGS

MAST ELEV ft	-- LEG COMPRESSION --			---- LEG TENSION ----		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
100.00	0.42	35.70	0.01	0.27	79.52	0.00
96.67	0.97	35.70	0.03	0.75	79.52	0.01
93.33	1.59	35.70	0.04	1.29	79.52	0.02
90.00	2.42	35.70	0.07	2.01	79.52	0.03
86.67	3.41	35.70	0.10	2.93	79.52	0.04
83.33	4.52	35.70	0.13	3.97	79.52	0.05
80.00	5.73	35.70	0.16	5.10	79.52	0.06
76.67	7.10	35.70	0.20	6.40	79.52	0.08
73.33	8.52	35.70	0.24	7.75	79.52	0.10
70.00	10.11	35.70	0.28	9.26	79.52	0.12
66.67	11.74	35.70	0.33	10.82	79.52	0.14
63.33	13.54	35.70	0.38	12.54	79.52	0.16
60.00	15.38	35.70	0.43	14.31	79.52	0.18

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56.67	17.39	35.70	0.49	16.24	79.52	0.20
53.33	19.48	35.70	0.55	18.25	79.52	0.23
50.00	21.96	35.70	0.62	20.59	79.52	0.26
46.67	24.83	35.70	0.70	23.22	79.52	0.29
43.33	28.10	35.70	0.79	26.31	79.52	0.33
40.00	31.46	60.09	0.52	29.58	108.24	0.27
36.67	34.99	60.09	0.58	33.02	108.24	0.31
33.33	38.55	60.09	0.64	36.50	108.24	0.34
30.00	42.29	60.09	0.70	40.14	108.24	0.37
26.67	46.12	60.09	0.77	43.88	108.24	0.41
23.33	50.25	60.09	0.84	47.90	108.24	0.44
20.00	54.47	90.09	0.60	52.03	133.78	0.39
16.67	58.86	90.09	0.65	56.32	133.78	0.42
13.33	63.29	90.09	0.70	60.64	133.78	0.45
10.00	67.88	90.09	0.75	65.12	133.78	0.49
6.67	72.60	90.09	0.81	69.69	133.78	0.52
3.33	77.93	90.09	0.87	74.73	133.78	0.56
0.00						

FORCE/RESISTANCE RATIO IN DIAGONALS

MAST ELEV ft	- DIAG COMPRESSION -			--- DIAG TENSION ---		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
100.00	0.45	4.94	0.09	0.45	4.94	0.09
96.67	0.40	4.94	0.08	0.40	4.94	0.08
93.33	0.48	4.94	0.10	0.48	4.94	0.10
90.00	0.68	4.94	0.14	0.68	4.94	0.14
86.67	0.76	4.94	0.15	0.76	4.94	0.15
83.33	0.85	4.94	0.17	0.85	4.94	0.17
80.00	0.94	4.94	0.19	0.95	4.94	0.19
76.67	1.03	4.94	0.21	1.02	4.94	0.21
73.33	1.10	4.94	0.22	1.11	4.94	0.22
70.00	1.19	4.94	0.24	1.18	4.94	0.24
66.67	1.26	4.94	0.26	1.26	4.94	0.26
63.33	1.34	4.94	0.27	1.34	4.94	0.27
60.00	1.42	4.94	0.29	1.42	4.94	0.29
56.67	1.50	4.94	0.30	1.49	4.94	0.30
53.33	1.63	4.94	0.33	1.64	4.94	0.33
50.00	1.93	4.94	0.39	1.93	4.94	0.39
46.67	2.26	4.94	0.46	2.26	4.94	0.46
43.33	2.49	4.94	0.50	2.49	4.94	0.50

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40.00	2.56	5.01	0.51	2.56	5.01	0.51
36.67	2.64	5.01	0.53	2.64	5.01	0.53
33.33	2.71	5.01	0.54	2.72	5.01	0.54
30.00	2.79	5.01	0.56	2.79	5.01	0.56
26.67	2.95	5.01	0.59	2.95	5.01	0.59
23.33	3.12	5.01	0.62	3.12	5.01	0.62
20.00	3.19	5.08	0.63	3.19	5.08	0.63
16.67	3.26	5.08	0.64	3.26	5.08	0.64
13.33	3.32	5.08	0.65	3.33	5.08	0.66
10.00	3.40	5.08	0.67	3.39	5.08	0.67
6.67	3.57	5.08	0.70	3.58	5.08	0.70
3.33	4.09	5.08	0.81	4.09	5.08	0.81
0.00						

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MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

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NORTH	LOAD EAST	COMPONENTS DOWN	UPLIFT	TOTAL SHEAR
-2.38 X	-2.70 D	80.68 C	-77.43 U	2.75 X

=====

MAXIMUM TOTAL LOADS ON FOUNDATION : (kip & kip-ft)

=====

HORIZONTAL			DOWN	OVERTURNING			TORSION
NORTH	EAST	TOTAL @ 209.8		NORTH	EAST	TOTAL @ 209.7	
-4.3 M	-4.3 D	4.3 N	15.6 f	-201.7 M	-204.5 D	205.2 N	-0.4 J

=====

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 Sabre Towers and Poles on: 22 oct 2019 at: 15:08:02

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 ***** Service Load Condition *****

=====

* Only 1 condition(s) shown in full
 * Some wind loads may have been derived from full-scale wind tunnel testing

=====

LOADING CONDITION A

=====

60 mph wind with no ice. Wind Azimuth: 0°

MAST LOADING

=====

LOAD ELEV APPLY..LOAD..AT LOADFORCES.....MOMENTS.....

20-3050-TJH-R1								
TYPE	ft	RADIUS ft	AZI	AZI	HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	105.0	0.00	0.0	0.0	0.03	0.01	0.00	0.00
C	100.0	0.00	0.0	0.0	0.06	0.15	0.00	0.00
C	90.0	0.00	0.0	0.0	0.04	0.06	0.00	0.00
C	53.0	0.00	0.0	0.0	0.02	0.01	0.00	0.00
C	50.0	0.00	0.0	0.0	0.04	0.03	0.00	0.00
C	48.0	0.00	0.0	0.0	0.05	0.15	0.00	0.00
C	45.0	0.00	0.0	0.0	0.09	0.30	0.00	0.00
C	26.5	0.00	0.0	0.0	0.02	0.01	0.00	0.00
C	24.7	0.00	0.0	0.0	0.02	0.01	0.00	0.00
C	23.6	0.00	0.0	0.0	0.02	0.01	0.00	0.00
C	4.0	0.00	0.0	0.0	0.16	0.32	0.00	0.00
D	100.0	0.00	240.0	0.0	0.01	0.03	0.00	0.00
D	90.0	0.00	240.0	0.0	0.01	0.03	0.00	0.00
D	90.0	0.00	203.7	0.0	0.01	0.03	0.00	0.00
D	80.0	0.00	203.7	0.0	0.01	0.03	0.00	0.00
D	80.0	0.00	194.1	0.0	0.01	0.03	0.00	0.00
D	66.7	0.00	194.1	0.0	0.01	0.03	0.00	0.00
D	66.7	0.00	194.1	0.0	0.01	0.03	0.00	0.00
D	50.0	0.00	194.1	0.0	0.01	0.03	0.00	0.00
D	50.0	0.00	198.8	0.0	0.01	0.03	0.00	0.00
D	40.0	0.00	215.7	0.0	0.01	0.03	0.00	0.00
D	40.0	0.00	215.0	0.0	0.01	0.04	0.00	0.00
D	26.7	0.00	215.0	0.0	0.01	0.04	0.00	0.00
D	26.7	0.00	220.9	0.0	0.01	0.04	0.00	0.00
D	6.7	0.00	224.3	0.0	0.01	0.05	0.00	0.00
D	6.7	0.00	223.3	0.0	0.01	0.05	0.00	0.00
D	0.0	0.00	223.3	0.0	0.01	0.05	0.00	0.00

ANTENNA LOADING

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.....ANTENNA.....			ATTACHMENT		ANTENNA FORCES.....			
TYPE	ELEV ft	AZI	RAD ft	AZI	AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
HP	80.0	0.0	3.2	0.0	0.01	0.00	0.01	0.00

MAXIMUM MAST DISPLACEMENTS:

=====

ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)---		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
100.0	-0.448 A	0.442 J	0.002 A	-0.364 A	0.360 J	0.003 D
96.7	-0.427 A	0.421 J	0.002 A	-0.364 A	0.360 J	0.003 D
93.3	-0.405 A	0.400 J	0.002 A	-0.364 A	0.359 J	0.003 D
90.0	-0.384 A	0.379 J	0.002 A	-0.363 A	0.358 J	0.004 D
86.7	-0.363 A	0.358 J	0.002 A	-0.361 A	0.357 J	0.003 D
83.3	-0.342 A	0.338 J	0.002 A	-0.360 A	0.355 J	0.004 D
80.0	-0.321 A	0.317 J	0.002 A	-0.357 A	0.352 J	0.002 D
76.7	-0.300 A	0.296 J	0.002 A	-0.353 A	0.349 J	0.004 D
73.3	-0.280 A	0.276 J	0.002 A	-0.349 A	0.345 J	0.002 D
70.0	-0.259 A	0.256 J	0.001 A	-0.344 A	0.340 J	0.004 D
66.7	-0.239 A	0.236 J	0.001 A	-0.338 A	0.334 J	0.002 D
63.3	-0.220 A	0.217 J	0.001 A	-0.331 A	0.327 J	0.004 D
60.0	-0.201 A	0.198 J	0.001 A	-0.323 A	0.319 J	0.002 D
56.7	-0.182 A	0.180 J	0.001 A	-0.314 A	0.310 J	0.004 D
53.3	-0.164 A	0.162 J	0.001 A	-0.303 A	0.299 J	0.002 D
50.0	-0.146 A	0.145 J	0.001 A	-0.291 A	0.288 J	0.005 D
46.7	-0.129 A	0.128 J	0.001 A	-0.278 A	0.274 J	0.002 C
43.3	-0.113 A	0.112 J	0.001 A	-0.263 A	0.260 J	0.005 D
40.0	-0.098 A	0.097 J	0.001 A	-0.246 A	0.243 J	0.001 D
36.7	-0.084 A	0.083 J	0.001 A	-0.232 A	0.229 J	0.004 D
33.3	-0.071 A	0.070 J	0.001 A	-0.216 A	0.213 J	0.001 D
30.0	-0.058 A	0.058 J	0.000 A	-0.199 A	0.196 J	0.004 D
26.7	-0.047 A	0.047 J	0.000 A	-0.180 A	0.178 J	0.001 D
23.3	-0.037 A	0.037 J	0.000 A	-0.159 A	0.157 J	0.005 D
20.0	-0.028 A	0.028 J	0.000 A	-0.136 A	0.135 J	0.001 D
16.7	-0.020 A	0.020 J	0.000 A	-0.118 A	0.116 J	0.004 D
13.3	-0.014 A	0.013 J	0.000 I	-0.097 A	0.096 J	0.001 D
10.0	-0.008 A	-0.008 D	0.000 I	-0.075 A	0.075 J	0.004 D
6.7	-0.004 A	0.004 J	0.000 I	-0.052 A	0.051 J	0.000 D
3.3	-0.001 B	0.001 K	0.000 E	-0.027 A	0.027 J	0.004 D
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

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MAXIMUM ANTENNA AND REFLECTOR ROTATIONS:

ELEV ft	AZI deg	TYPE *	BEAM DEFLECTIONS (deg).....
			ROLL YAW PITCH TOTAL
80.0	0.0	HP	0.357 A 0.003 C -0.352 J 0.352 J

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
100.0	-----	-----	0.05 A	0.00 A
	0.03 B	0.13 L		
96.7	-----	-----	0.01 K	0.00 A
	0.14 A	0.12 B		
93.3	-----	-----	0.01 E	0.00 A
	0.27 A	0.14 H		
90.0	-----	-----	0.02 A	0.00 A
	0.44 A	0.20 B		
86.7	-----	-----	0.01 A	0.00 A
	0.69 A	0.23 H		
83.3	-----	-----	0.01 A	0.00 A
	0.96 A	0.25 B		
80.0	-----	-----	0.01 I	0.00 A
	1.27 I	0.29 L		
76.7	-----	-----	0.01 I	0.00 A
	1.62 A	0.31 B		
73.3	-----	-----	0.01 I	0.00 A
	2.00 A	0.33 L		
70.0	-----	-----	0.01 I	0.00 A
	2.41 A	0.36 B		
66.7	-----	-----	0.01 I	0.00 A
	2.85 A	0.38 L		
63.3	-----	-----	0.01 I	0.00 A
	3.32 A	0.40 B		
60.0	-----	-----	0.01 I	0.00 A
	3.83 A	0.43 L		
56.7	-----	-----	0.01 E	0.00 A
	4.36 A	0.45 B		
53.3	-----	-----	0.02 E	0.00 A
	4.93 A	0.49 L		
50.0	-----	-----	0.03 E	0.00 A
	5.56 A	0.58 B		
46.7	-----	-----	0.04 E	0.00 A
	6.25 A	0.68 L		
43.3	-----	-----	0.03 I	0.00 A
	7.08 A	0.75 B		
40.0	-----	-----	0.01 A	0.00 A
	8.02 A	0.77 H		
36.7	-----	-----	0.01 I	0.00 A
	8.99 A	0.79 B		
33.3	-----	-----	0.01 E	0.00 A
	9.98 A	0.81 H		
30.0	-----	-----	0.01 I	0.00 A
	11.01 A	0.84 B		
26.7	-----	-----	0.02 E	0.00 A
	12.07 A	0.89 H		
23.3	-----	-----	0.02 A	0.00 A
	13.20 A	0.94 B		
20.0	-----	-----	0.01 E	0.00 A
	14.38 A	0.96 H		
16.7	-----	-----	0.01 A	0.00 A
	15.59 A	0.99 B		
13.3	-----	-----	0.01 A	0.00 A
	16.83 A	1.01 H		
10.0	-----	-----	0.01 A	0.00 A
	18.09 A	1.03 B		
6.7	-----	-----	0.02 I	0.00 A
	19.38 A	1.08 H		
3.3	-----	-----	0.06 A	0.00 A
	20.75 A	1.24 B		
0.0	-----	-----	0.00 A	0.00 A

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MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
100.0	-----	-----	-0.05 K	0.00 A
	-0.17 H	-0.13 F		
96.7	-----	-----	-0.01 E	0.00 A
	-0.35 G	-0.12 H		
93.3	-----	-----	-0.01 K	0.00 A
	-0.55 G	-0.14 F		
90.0	-----	-----	-0.02 C	0.00 A
	-0.83 G	-0.20 H		
86.7	-----	-----	-0.01 G	0.00 A
	-1.14 G	-0.23 B		
83.3	-----	-----	-0.01 C	0.00 A
	-1.48 G	-0.25 H		
80.0	-----	-----	-0.02 K	0.00 A
	-1.87 G	-0.29 B		
76.7	-----	-----	-0.01 K	0.00 A
	-2.28 G	-0.31 L		
73.3	-----	-----	-0.01 K	0.00 A
	-2.73 G	-0.33 B		
70.0	-----	-----	-0.01 C	0.00 A
	-3.20 G	-0.36 L		
66.7	-----	-----	-0.01 K	0.00 A
	-3.71 G	-0.38 B		
63.3	-----	-----	-0.01 G	0.00 A
	-4.25 G	-0.40 L		
60.0	-----	-----	-0.01 G	0.00 A
	-4.82 G	-0.43 B		
56.7	-----	-----	-0.01 C	0.00 A
	-5.41 G	-0.45 L		
53.3	-----	-----	-0.02 K	0.00 A
	-6.06 G	-0.49 B		
50.0	-----	-----	-0.03 C	0.00 A
	-6.81 G	-0.58 L		
46.7	-----	-----	-0.04 K	0.00 A
	-7.73 G	-0.68 B		
43.3	-----	-----	-0.03 C	0.00 A
	-8.73 G	-0.74 H		
40.0	-----	-----	-0.01 G	0.00 A
	-9.74 G	-0.77 B		
36.7	-----	-----	-0.01 C	0.00 A
	-10.79 G	-0.79 H		
33.3	-----	-----	-0.01 K	0.00 A
	-11.86 G	-0.82 B		
30.0	-----	-----	-0.01 C	0.00 A
	-12.97 G	-0.84 H		
26.7	-----	-----	-0.02 K	0.00 A
	-14.13 G	-0.89 B		
23.3	-----	-----	-0.02 C	0.00 A
	-15.35 G	-0.94 H		
20.0	-----	-----	-0.01 K	0.00 A
	-16.62 G	-0.96 B		
16.7	-----	-----	-0.01 G	0.00 A
	-17.92 G	-0.98 H		
13.3	-----	-----	-0.01 G	0.00 A
	-19.25 G	-1.01 B		
10.0	-----	-----	-0.01 G	0.00 A
	-20.62 G	-1.03 H		
6.7	-----	-----	-0.02 G	0.00 A
	-22.05 G	-1.09 B		
3.3	-----	-----	-0.06 G	0.00 A
	-23.68 G	-1.24 H		
0.0	-----	-----	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

-----	LOAD	-----	COMPONENTS	-----	TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR	
-0.72 B	0.83 J	24.50 G	-21.52 A	0.83 B	

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MAXIMUM TOTAL LOADS ON FOUNDATION : (kip & kip-ft)

-----HORIZONTAL-----			DOWN	-----OVERTURNING-----			TORSION
NORTH	EAST	TOTAL @ 180.0		NORTH	EAST	TOTAL @ 180.0	
-1.3 A	1.2 J	1.3 A	4.6 I	-59.9 A	59.2 J	59.9 A	0.0 D

Attachment: Exhibit A Plan Set (O-2020-14 : Ordinance Approving a Variation for a Public Safety Antenna at 100 Half Day Road)

20-3050-TJH

Lpile for windows(Beta), Version 2018-10.009

Analysis of Individual Piles and Drilled Shafts
 Subjected to Lateral Loading Using the p-y Method
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This copy of Lpile is being used by:

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Files Used for Analysis

Path to file locations:
 \Program Files (x86)\Ensoft\Lpile2018\files\

Name of input data file:
 20-3050-TJH.lp10

Name of output report file:
 20-3050-TJH.lp10

Name of plot output file:
 20-3050-TJH.lp10

Name of runtime message file:
 20-3050-TJH.lp10

Date and Time of Analysis

Date: October 22, 2019

Time: 15:09:25

Problem Title

Site : FS27 Buffalo Grove, IL

Tower : 100' 3600 SRWD Freestanding

Prepared for : URBAN COMMUNICATIONS, INC.

Job Number : 20-3050-TJH

Engineer : NM

Program Options and Settings

Attachment: Exhibit A Plan Set (O-2020-14 : Ordinance Approving a Variation for a Public Safety Antenna at 100 Half Day Road)

20-3050-TJH

Computational Options:

- Use unfactored loads in computations (conventional analysis)

Engineering Units Used for Data Input and Computations:

- US Customary System Units (pounds, feet, inches)

Analysis Control Options:

- Maximum number of iterations allowed = 999
- Deflection tolerance for convergence = 1.0000E-05 in
- Maximum allowable deflection = 100.0000 in
- Number of pile increments = 100

Loading Type and Number of Cycles of Loading:

- Static loading specified
- Use of p-y modification factors for p-y curves not selected
- Analysis uses layering correction (Method of Georgiadis)
- No distributed lateral loads are entered
- Loading by lateral soil movements acting on pile not selected
- Input of shear resistance at the pile tip not selected
- Input of moment resistance at the pile tip not selected
- Computation of pile-head foundation stiffness matrix not selected
- Push-over analysis of pile not selected
- Buckling analysis of pile not selected

Output Options:

- Output files use decimal points to denote decimal symbols.
- Report only summary tables of pile-head deflection, maximum bending moment, and maximum shear force in output report file.
- No p-y curves to be computed and reported for user-specified depths
- Print using wide report formats

Pile Structural Properties and Geometry

Number of pile sections defined = 1

Total length of pile = 11.500 ft

Depth of ground surface below top of pile = 0.5000 ft

Pile diameters used for p-y curve computations are defined using 2 points.

p-y curves are computed using pile diameter values interpolated with depth over the length of the pile. A summary of values of pile diameter vs. depth follows.

Point No.	Depth Below Pile Head feet	Pile Diameter inches
1	0.000	66.0000
2	11.500	66.0000

Input Structural Properties for Pile Sections:

Pile Section No. 1:

Section 1 is a round drilled shaft, bored pile, or CIDH pile

Length of section = 11.500000 ft

Shaft Diameter = 66.000000 in

Shear capacity of section = 0.0000 lbs

Ground Slope and Pile Batter Angles

Ground Slope Angle = 0.000 degrees

= 0.000 radians

Pile Batter Angle = 0.000 degrees

= 0.000 radians

20-3050-TJH
Soil and Rock Layering Information

The soil profile is modelled using 1 layers

Layer 1 is stiff clay without free water

Distance from top of pile to top of layer	=	0.500000	ft
Distance from top of pile to bottom of layer	=	60.500000	ft
Effective unit weight at top of layer	=	110.000000	pcf
Effective unit weight at bottom of layer	=	110.000000	pcf
Undrained cohesion at top of layer	=	1000.000000	psf
Undrained cohesion at bottom of layer	=	1000.000000	psf
Epsilon-50 at top of layer	=	0.010000	
Epsilon-50 at bottom of layer	=	0.010000	

(Depth of the lowest soil layer extends 49.000 ft below the pile tip)

Summary of Input Soil Properties

Layer Layer Num.	Soil Type Name (p-y Curve Type)	Layer Depth ft	Effective Unit Wt. pcf	Undrained Cohesion psf	E50 or krm
1	Stiff Clay w/o Free Water	0.5000 60.5000	110.0000 110.0000	1000.0000 1000.0000	0.01000 0.01000

Static Loading Type

Static loading criteria were used when computing p-y curves for all analyses.

Pile-head Loading and Pile-head Fixity Conditions

Number of loads specified = 2

Load No.	Load Type	Condition 1	Condition 2	Axial Thrust Force, lbs	Compute Top y vs. Pile Length
1	1	V = 5040. lbs	M = 3264000. in-lbs	7360.	No
2	1	V = 1686. lbs	M = 819155. in-lbs	2463.	No

V = shear force applied normal to pile axis

M = bending moment applied to pile head

y = lateral deflection normal to pile axis

S = pile slope relative to original pile batter angle

R = rotational stiffness applied to pile head

Values of top y vs. pile lengths can be computed only for load types with specified shear loading (Load Types 1, 2, and 3).

Thrust force is assumed to be acting axially for all pile batter angles.

Computations of Nominal Moment Capacity and Nonlinear Bending Stiffness

Axial thrust force values were determined from pile-head loading conditions

Number of Pile Sections Analyzed = 1

Pile Section No. 1:

Dimensions and Properties of Drilled Shaft (Bored Pile):

Length of Section	=	11.500000	ft
Shaft Diameter	=	66.000000	in

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Concrete Cover Thickness (to edge of long. rebar)	=	3.625000 in
Number of Reinforcing Bars	=	30 bars
Yield Stress of Reinforcing Bars	=	60000. psi
Modulus of Elasticity of Reinforcing Bars	=	29000000. psi
Gross Area of Shaft	=	3421. sq. in.
Total Area of Reinforcing Steel	=	18.039614 sq. in.
Area Ratio of Steel Reinforcement	=	0.53 percent
Edge-to-Edge Bar Spacing	=	5.174585 in
Maximum Concrete Aggregate Size	=	0.750000 in
Ratio of Bar Spacing to Aggregate Size	=	6.90
Offset of Center of Rebar Cage from Center of Pile	=	0.0000 in

Axial Structural Capacities:

Nom. Axial Structural Capacity = $0.85 F_c A_c + F_y A_s$	=	14099.444 kips
Tensile Load for Cracking of Concrete	=	-1558.721 kips
Nominal Axial Tensile Capacity	=	-1082.377 kips

Reinforcing Bar Dimensions and Positions Used in Computations:

Bar Number	Bar Diam. inches	Bar Area sq. in.	X inches	Y inches
1	0.875000	0.601320	28.937500	0.00000
2	0.875000	0.601320	28.305146	6.016445
3	0.875000	0.601320	26.435722	11.769942
4	0.875000	0.601320	23.410929	17.009036
5	0.875000	0.601320	19.362967	21.504753
6	0.875000	0.601320	14.468750	25.060610
7	0.875000	0.601320	8.942179	27.521198
8	0.875000	0.601320	3.024792	28.778977
9	0.875000	0.601320	-3.024792	28.778977
10	0.875000	0.601320	-8.942179	27.521198
11	0.875000	0.601320	-14.468750	25.060610
12	0.875000	0.601320	-19.362967	21.504753
13	0.875000	0.601320	-23.410929	17.009036
14	0.875000	0.601320	-26.435722	11.769942
15	0.875000	0.601320	-28.305146	6.016445
16	0.875000	0.601320	-28.937500	0.00000
17	0.875000	0.601320	-28.305146	-6.016445
18	0.875000	0.601320	-26.435722	-11.769942
19	0.875000	0.601320	-23.410929	-17.009036
20	0.875000	0.601320	-19.362967	-21.504753
21	0.875000	0.601320	-14.468750	-25.060610
22	0.875000	0.601320	-8.942179	-27.521198
23	0.875000	0.601320	-3.024792	-28.778977
24	0.875000	0.601320	3.024792	-28.778977
25	0.875000	0.601320	8.942179	-27.521198
26	0.875000	0.601320	14.468750	-25.060610
27	0.875000	0.601320	19.362967	-21.504753
28	0.875000	0.601320	23.410929	-17.009036
29	0.875000	0.601320	26.435722	-11.769942
30	0.875000	0.601320	28.305146	-6.016445

NOTE: The positions of the above rebars were computed by LPILE

Minimum spacing between any two bars not equal to zero = 5.175 inches
between bars 25 and 26.

Ratio of bar spacing to maximum aggregate size = 6.90

Concrete Properties:

Compressive Strength of Concrete	=	4500. psi
Modulus of Elasticity of Concrete	=	3823676. psi
Modulus of Rupture of Concrete	=	-503.115295 psi
Compression Strain at Peak Stress	=	0.002001
Tensile Strain at Fracture of Concrete	=	-0.0001152
Maximum Coarse Aggregate Size	=	0.750000 in

Number of Axial Thrust Force Values Determined from Pile-head Loadings = 2

Number	Axial Thrust Force kips
--------	----------------------------

20-3050-TJH

1	2.463
2	7.360

Summary of Results for Nominal (Unfactored) Moment Capacity for Section 1

Moment values interpolated at maximum compressive strain = 0.003
or maximum developed moment if pile fails at smaller strains.

Load No.	Axial Thrust kips	Nominal Mom. Cap. in-kip	Max. Comp. Strain
1	2.463	30755.793	0.00300000
2	7.360	30882.864	0.00300000

Note that the values of moment capacity in the table above are not factored by a strength reduction factor (phi-factor).

In ACI 318, the value of the strength reduction factor depends on whether the transverse reinforcing steel bars are tied hoops (0.65) or spirals (0.70).

The above values should be multiplied by the appropriate strength reduction factor to compute ultimate moment capacity according to ACI 318, Section 9.3.2.2 or the value required by the design standard being followed.

The following table presents factored moment capacities and corresponding bending stiffnesses computed for common resistance factor values used for reinforced concrete sections.

Axial Load No.	Resist. Factor for Moment	Nominal Moment Cap in-kips	Ult. (Fac) Ax. Thrust kips	Ult. (Fac) Moment Cap in-kips	Bend. Stiff. at Ult Mom kip-in ²
1	0.65	30756.	1.600833	19991.	506913268.
2	0.65	30883.	4.784000	20074.	509359412.
1	0.70	30756.	1.723974	21529.	505675967.
2	0.70	30883.	5.152000	21618.	508003117.
1	0.75	30756.	1.847115	23067.	488673073.
2	0.75	30883.	5.520000	23162.	491113851.

Summary of Pile-head Responses for Conventional Analyses

Definitions of Pile-head Loading Conditions:

Load Type 1: Load 1 = Shear, V, lbs, and Load 2 = Moment, M, in-lbs
Load Type 2: Load 1 = Shear, V, lbs, and Load 2 = Slope, S, radians
Load Type 3: Load 1 = Shear, V, lbs, and Load 2 = Rot. Stiffness, R, in-lbs/rad.
Load Type 4: Load 1 = Top Deflection, y, inches, and Load 2 = Moment, M, in-lbs
Load Type 5: Load 1 = Top Deflection, y, inches, and Load 2 = Slope, S, radians

Load Case No.	Load Type 1	Pile-head Load 1	Load Type 2	Pile-head Load 2	Axial Loading lbs	Pile-head Deflection inches	Pile-head Rotation radians	Max Shear in Pile lbs	Max Moment in Pile in-lbs
1	V, lb	5040.	M, in-lb	3264000.	7360.	2.4123	-0.02928	-48533.	3315209.
2	V, lb	1686.	M, in-lb	819155.	2463.	0.01131	-1.44E-04	-11920.	836951.

Maximum pile-head deflection = 2.4122938332 inches
Maximum pile-head rotation = -0.0292800568 radians = -1.677624 deg.

The analysis ended normally.

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

100' 3600 SRWD Freestanding URBAN COMMUNICATIONS, INC. FS27 Buffalo Grove, IL (20-3050-TJH) 1

Overall Loads:

Factored Moment (ft-kips)	204
Factored Axial (kips)	5.52
Factored Shear (kips)	3.78
Bearing Design Strength (ksf)	3.75
Water Table Below Grade (ft)	999
Width of Mat (ft)	10
Thickness of Mat (ft)	1.5
Depth to Bottom of Slab (ft)	6
Quantity of Bolts in Bolt Circle	12
Bolt Circle Diameter (in)	50
Top of Concrete to Top of Bottom Threads (in)	60
Diameter of Pier (ft)	5.5
Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	4.5
Quantity of Bars in Mat	12
Bar Diameter in Mat (in)	1
Area of Bars in Mat (in ²)	9.42
Spacing of Bars in Mat (in)	10.27
Quantity of Bars Pier	30
Bar Diameter in Pier (in)	0.875
Tie Bar Diameter in Pier (in)	0.625
Spacing of Ties (in)	12
Area of Bars in Pier (in ²)	18.04
Spacing of Bars in Pier (in)	6.06
f' _c (ksi)	4.5
f _y (ksi)	60
Unit Wt. of Soil (kcf)	0.11
Unit Wt. of Concrete (kcf)	0.15

Volume of Concrete (yd³) 9.96**Two-Way Shear Action:**

Average d (in)	14
ϕv_c (ksi)	0.228
$\phi v_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}$	0.342
$\phi v_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}$	0.241
$\phi v_c = \phi 4f'_c{}^{1/2}$	0.228
Shear perimeter, b _o (in)	251.33
β_c	1

One-Way Shear:

ϕV_c (kips)	191.6
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Stability:

Overturning Design Strength (ft-k)	372.0
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Max. Net Bearing Press. (ksf)	1.98
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Allowable Bearing Pressure (ksf)	2.50
Safety Factor	2.00
Ultimate Bearing Pressure (ksf)	5.00
Bearing Φ_s	0.75

Minimum Pier Diameter (ft)	5.50
Equivalent Square b (ft)	4.87
Square Pier? (Y/N)	N

Recommended Spacing (in)	5 to 12
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Minimum Pier A _s (in ²)	17.11
Recommended Spacing (in)	5 to 12

v _u (ksi)	0.017
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V _u (kips)	17.7
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Total Applied M (ft-k)	228.6
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Attachment: Exhibit A Plan Set (O-2020-14 : Ordinance Approving a Variation for a Public Safety Antenna at 100 Half Day Road)

Pier Design:

ϕV_n (kips)	397.7	V_u (kips)	3.8
$\phi V_c = \phi 2(1 + N_u / (2000 A_g)) f'_c {}^{1/2} b_w d$	397.7		
V_s (kips)	0.0	*** $V_s \text{ max} = 4 f'_c {}^{1/2} b_w d$ (kips)	935.1
Maximum Spacing (in)	11.09	(Only if Shear Ties are Required)	
Actual Hook Development (in)	13.00	Req'd Hook Development l_{dh} (in)	10.96
		*** Ref. To Spacing Requirements ACI 11.5.4.3	

Flexure in Slab:

ϕM_n (ft-kips)	567.6	M_u (ft-kips)	38.9
a (in)	1.23		
Steel Ratio	0.00561		
β_1	0.825		
Maximum Steel Ratio (ρ_l)	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	27.75	Required Development in Pad (in)	26.83

Condition	1 is OK, 0 Fails
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
Interaction Diagram	1
Two-Way Shear Action	1
One-Way Shear Action	1
Overtopping	1
Flexure	1
Steel Ratio	1
Length of Development in Pad	1
Hook Development	1

RESUMES

Summary of Experience

Melissa Bauer, Senior Scientist has had extensive experience in the environmental field since 1999. Her experience includes conducting environmental site assessments, property condition assessments, asbestos surveys, lead-based paint surveys, limited indoor air quality evaluations, visual mold inspections, hazardous materials inspections, abatement/remediation project oversight and monitoring, clearance inspections and sampling, data management, watershed studies, and ecological projects as well as preparing reports and project documents. She has been assigned to projects involving remedial investigations with tasks including groundwater and soil vapor sampling, monitoring well installations and development of wells.

At EBI Consulting, Ms. Bauer serves as a Senior Scientist within the West Telecom Environmental group. Her primary responsibilities in this role include conducting Phase I ESAs and NEPA Compliance Reviews. Additionally, Ms. Bauer serves as the Phase I ESA Mentor for the West Telecom Environmental group. In this role Ms. Bauer is responsible for training and mentoring regional Scientists in conducting Phase I ESAs.

Relevant Project Experience

Ms. Bauer has prepared Phase I ESA Reports for a wide range of properties and clients. These assessments focused on evaluating site conditions, potential off-site liabilities, and environmental control systems in order to advise prospective buyers, operators, and owners of potential and existing environmental concerns. Her assessment experience includes industrial, commercial, utility, and telecommunications developments.

In addition to environmental assessments, Ms. Bauer has extensive experience completing NEPA Compliance Reviews, asbestos and lead surveys, Phase II ESAs (subsurface investigations), and limited microbial surveys.

Education

BS, Environmental Science, University of Maryland - Baltimore County

Professional Registrations

OSHA 40-Hour Hazardous Materials Training

OSHA 30-Hour Construction Class

EPA AHERA Certified Building Inspector/Contractor Supervisor/Management Planner/Project Designer

California Certified Asbestos Consultant (CAC)

Asbestos Abatement Consultant – State of Nevada

Asbestos Inspector – State of Utah

EPA Certified Lead Inspector/Risk Assessor – States of Arizona, Nevada, New Mexico, and Region 9 Tribal Lands

Niton Certificate of Achievement

8-Hour Current Understanding and Advances in Mold Assessment, Sampling and Analysis

20-Hour Microbial Investigator/Consultant Training

OSHA RF Site Safety Awareness Trained

SUMMARY OF EXPERIENCE

Mr. Gregory McKee, Scientist II, has extensive experience in environmental investigations, site assessments and National Environmental Policy Act (NEPA) reports for the real estate and telecommunications industries since 2012.

Relevant Project Experience

Environmental Site Assessments: Mr. McKee has conducted ASTM and Client-specific Phase I Environmental Site Assessment, Preliminary Environmental Site Screenings, and soil samplings for various clients at a variety of properties throughout the United States. These properties have included industrial, manufacturing, commercial, retail, telecommunications facility and undeveloped land. Mr. McKee has also performed asbestos surveys and conducted bulk lead-based paint sampling.

NEPA Screening Reports: Mr. McKee has prepared NEPA Screening Reports for telecommunication sites throughout the United States. These reports ensure compliance with Federal Communications Commission (FCC) requirements under NEPA and include an analysis of historic properties, wetlands, endangered species habitats, floodplains, and other sensitive areas of environmental concern where there is the potential for impact from the installation of telecommunications equipment.

Radio Frequency Electromagnetic Energy Compliance: Mr. McKee has conducted electromagnetic energy surveys at telecommunication sites to determine the levels of radiation being emitted from antennas and associated equipment. As a result of these surveys, his work has included preparing compliance report for telecommunication sites and deploying appropriate notification at the sites to meet OSHA, FCC and local requirements.

Education

B.A., Environmental Studies – University of Pittsburgh

Professional Registrations

EPA/AHERA Certified Asbestos Inspector in Pennsylvania, Maryland, Virginia, Alabama and Mississippi

SUMMARY OF EXPERIENCE

Robert Helfrich, Program Manager has extensive experience specializing in conducting and managing environmental pre-acquisition assessments/due diligence assignments throughout the United States since 1997. He has successfully completed and managed thousands of project assignments including National Environmental Policy Act (NEPA) screenings for telecommunications carriers, Phase I, Phase II and Phase III Environmental Site Assessments as well as remedial projects performed in accordance with the Connecticut Department of Energy and Environmental Protection (CTDEEP) Remediation Standard Regulations (RSRS).

Prior to joining EBI, Mr. Helfrich was Supervisor of the Site Assessment and Investigation Group and Manager of the Telecommunications Sector with a firm in Connecticut. In these positions he was primarily responsible for coordination and oversight of environmental site assessments, subsurface investigations and remediation programs. Mr. Helfrich also implemented and provided oversight for FCC NEPA compliance reporting and archaeological assessment programs with his previous firm. In addition, Mr. Helfrich frequently deals with environmental transactions that involve the Connecticut Transfer Act and works closely with clients, attorneys and CTDEP personnel to satisfy the requirements of those regulations.

RELEVANT PROJECT EXPERIENCE

MULTIPLE PROJECTS IN CONNECTICUT: Mr. Helfrich oversaw environmental site assessments and NEPA evaluations for approximately one-hundred telecommunications towers in Connecticut as part of a large compliance campaign by one wireless carrier. In addition to conducting field work and report writing, Mr. Helfrich assisted and managed other scientists in order to complete the project under a short time frame.

VERIZON WIRELESS CLIENT MANAGEMENT: Mr. Helfrich first began performing Phase I Environmental Site Assessments for proposed telecommunications towers and collocation facilities in 1998. Mr. Helfrich has completed and managed thousands of environmental assessments of proposed sites across Connecticut, Massachusetts, Rhode Island, Vermont, New Hampshire, Maine and New York. He has also performed and coordinated hundreds of NEPA Assessments, numerous Phase II investigations and has overseen remedial efforts at several sites.

MULTI-PHASE ENVIRONMENTAL SITE ASSESSMENT, SOIL REMEDIATION AND CTDEEP TRANSFER ACT VERIFICATION. Project Manager for Phase I site assessment, Phase II subsurface investigation, and subsequent additional investigation to determine the extent and degree of pesticide contamination on a former gasoline filling station and auto body repair facility. Remediation involved the removal of impacted soil for off-site disposal followed by post-remediation groundwater monitoring. A Discontinuance of Groundwater Monitoring Application and Verification report were submitted to the CTDEP and were approved.



Robert Helfrich
Program Manager

EDUCATION

B.S. Civil Engineering, Lafayette College

PROFESSIONAL REGISTRATIONS

TSCA Title II 40 CFR Part 763 Asbestos Site Inspector Training and annual refresher training

OSHA 29 CFR 1910.120 40-Hazardous Waste Site Operations (HAZWOPER) training and annual HAZWOPER refresher training

OSHA 29 CFR 1910.132 (f)(l) and 1910.268 (p)(3) RF Site Safety Awareness

U.S. Department of Housing and Urban Development Visual Assessment Course 24 CFR Part 35

2005 "Processes and Contaminants of the Metal Finishing, Surface Coating, and Dry Cleaning Industries", Southbury Environmental

2004, "Current Understanding and Advances in Mold Assessment, Sampling and Analysis", Severn Trent Laboratories

2002, "Expedited Site Assessment" presented by the University of Connecticut

2000 "Introduction to Conceptual Site Modeling," SWEP

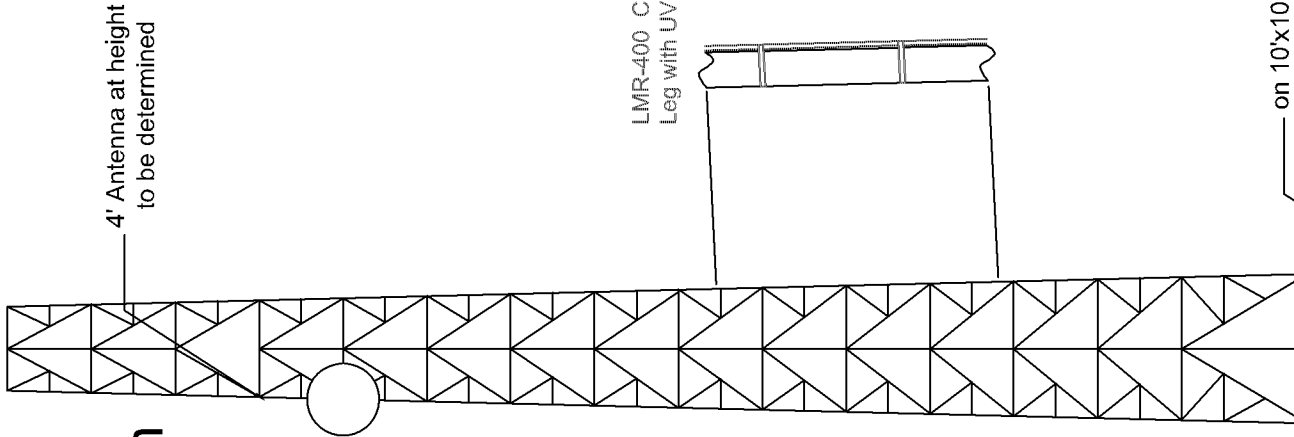
1999, "Successful Project Management" presented by Zweig White & Associates

1999, "Remediation Standard Regulations Fundamental Review" by Environmental Professionals' Organization of Connecticut (EPOC)

1998, "Geoprobe Days" presented by Geoprobe Systems

1998, "Remediation Technologies for Volatile Organic Compounds in Soil & Groundwater including Soil Vapor Extraction, Air Sparging, Bioremediation and Natural Attenuation" by EPOC

Proposed 100' Communication Tower



Equipment Specifications

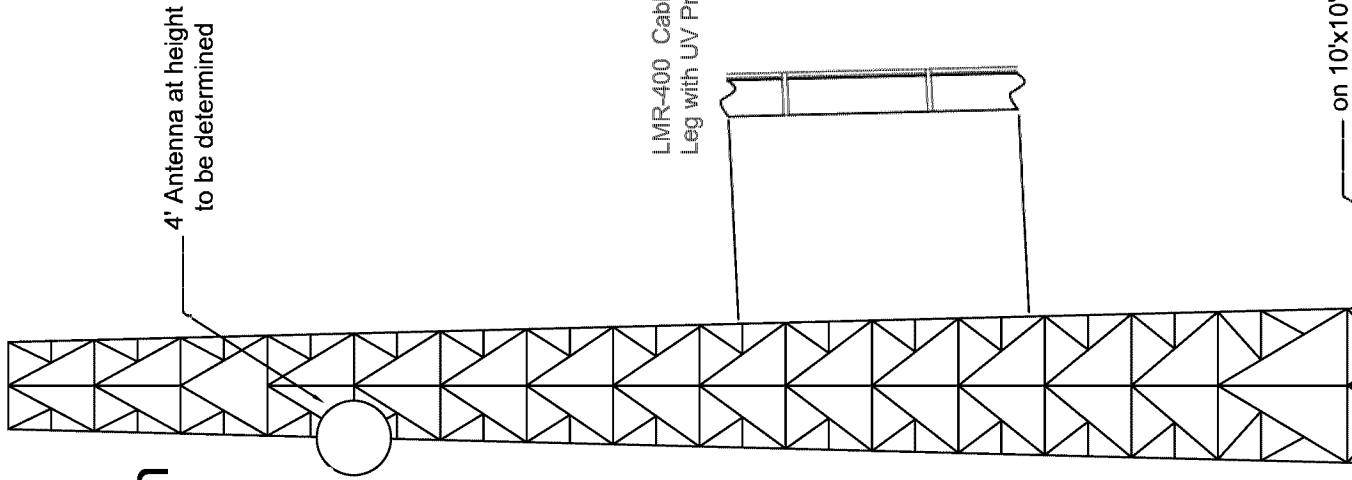
Owner to provide space required for iFiber Equipment at their existing IT closet, including one 110V Quad Receptacle wired to separate 20A grounded circuit.

- 100' Self Supported Tower with Foundation, U-4.5
- Horizon Quantum 400 11Ghz, Dual Channel, Single Radio w/Adv Antenna, 11Ghz, 4' Antenna
- Grounding Kit and Cable Ties
- Anti-Climb Shields
- APC Full Sine Wave UPS RT2200VA RM 120V w/SNMP Card
- UPS Configuration
- Indoor Open Rack

Fire Station 26

New 100' Comm on 10'x10' Con

Proposed 100' Communication Tower



Equipment Specifications

Owner to provide space required for iFiber Equipment at their existing IT closet, including one 110V Quad Receptacle wired to separate 20A grounded circuit.

- 100' Self Supported Tower with Foundation, U-4.5
- Horizon Quantum 400 11Ghz, Dual Channel, Single Radio w/Adv Antenna, 11Ghz, 4' Antenna
- Grounding Kit and Cable Ties
- Anti-Climb Shields
- APC Full Sine Wave UPS RT2200VA RM 120V w/SNMP Card
- UPS Configuration
- Indoor Open Rack

Extend con
for

Fire Station

LANDMARK**ENGINEERING LLC****DATE:** NOVEMBER 8, 2019**SUBJECT:** BUFFALO GROVE FIRE STATION #26 – 109 DEERFIELD RD. BUFFALO GROVE, IL

The following is the 1A FAA certificate for the above listed site.

GEOGRAPHIC COORDINATES
CENTER OF PROPOSED FREE STANDING TOWER

	DEGREES	MINUTES	SECONDS	
LATITUDE	N 42°	10'	15.91"	NAD 83
LONGITUDE	W 87°	57'	21.05"	NAD 83

Latitude N 42.17109 NAD 83
Longitude W 87.95585 NAD 83

ELEVATION OF GROUND 684 (NAVD 88) 0 (AGL)

FIELD DATE: OCTOBER 31, 2019

RE: BUFFALO GROVE FIRE STATION #26
(SITE NAME)

(SITE NO.)

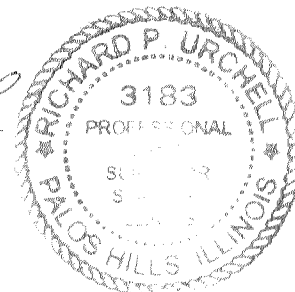
LOCATION: BUFFALO GROVE
(CITY)

ILLINOIS
(STATE)

I CERTIFY THAT THE LATITUDE OF NORTH 42 DEGREES 10 MINUTES 15.91 SECONDS (42.17109°) AND THE LONGITUDE OF WEST 87 DEGREES 57 MINUTES 21.05 SECONDS (87.95585°) (**NAD 83**) ARE ACCURATE TO WITHIN PLUS OR MINUS 15 FEET HORIZONTALLY; AND THAT THE GROUND ELEVATION OF 684 FEET AMSL IS ACCURATE TO WITHIN PLUS OR MINUS 3 FEET VERTICALLY. THE HORIZONTAL DATUM (COORDINATES) ARE IN TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND ARE EXPRESSED AS DEGREES TO THE NEAREST 0.00001 AND AS DEGREES AND MINUTES AND SECONDS TO THE NEAREST HUNDREDTH OF A SECOND. THE VERTICAL DATUM (HEIGHTS) ARE IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE DETERMINED TO THE NEAREST FOOT.



RICHARD P. URCHELL
P.L.S.



19-10-116

Attachment: Exhibit A Plan Set (O-2020-14 : Ordinance Approving a Variation for a Public Safety Antenna at 100 Half Day Road)

LANDMARK

ENGINEERING LLC

DATE: NOVEMBER 8, 2019

SUBJECT: BUFFALO GROVE FIRE STATION #27 – 100 HALF DAY ROAD BUFFALO GROVE, IL

The following is the IA FAA certificate for the above listed site.

GEOGRAPHIC COORDINATES
CENTER OF PROPOSED FREE STANDING TOWER

	DEGREES	MINUTES	SECONDS	
LATITUDE	N 42°	11'	48.10"	NAD 83
LONGITUDE	W 87°	57'	39.38"	NAD 83

Latitude	N 42.19669	NAD 83
Longitude	W 87.96094	NAD 83

ELEVATION OF GROUND 692 (NAVD 88) 0 (AGL)

FIELD DATE: OCTOBER 31, 2019

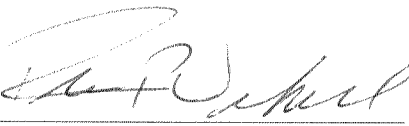
RE: BUFFALO GROVE FIRE STATION #27
(SITE NAME)

(SITE NO.)

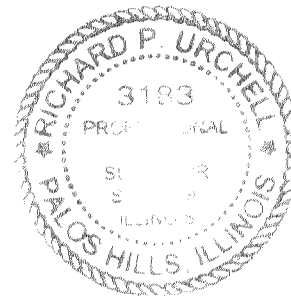
LOCATION: BUFFALO GROVE
(CITY)

ILLINOIS
(STATE)

I CERTIFY THAT THE LATITUDE OF NORTH 42 DEGREES 11 MINUTES 48.10 SECONDS (42.19669°) AND THE LONGITUDE OF WEST 87 DEGREES 57 MINUTES 39.38 SECONDS (87.96094°) (**NAD 83**) ARE ACCURATE TO WITHIN PLUS OR MINUS 15 FEET HORIZONTALLY; AND THAT THE GROUND ELEVATION OF **692 FEET** AMSL IS ACCURATE TO WITHIN PLUS OR MINUS 3 FEET VERTICALLY. THE HORIZONTAL DATUM (COORDINATES) ARE IN TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND ARE EXPRESSED AS DEGREES TO THE NEAREST 0.00001 AND AS DEGREES AND MINUTES AND SECONDS TO THE NEAREST HUNDREDTH OF A SECOND. THE VERTICAL DATUM (HEIGHTS) ARE IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE DETERMINED TO THE NEAREST FOOT.



RICHARD P. URCHELL
P.L.S.



19-10-117

Attachment: Exhibit A Plan Set (O-2020-14 : Ordinance Approving a Variation for a Public Safety Antenna at 100 Half Day Road)

**Village of Buffalo Grove
Planning & Zoning Commission
Public Hearing**

Date: February 5, 2020

Location: Village Hall

Chairman Cesario called the hearing to order at 7:30pm in the Village Council Chambers, Buffalo Grove Municipal Building, 50 Raupp Boulevard, Buffalo Grove, Illinois.

Roll Call

Present: Commissioners Au, Cohn, Goldspiel, Khan, Moodhe, Chairman Cesario

Absent: Commissioners Richards, Weinstein, and Worlikar

Also Present: Ms. Nicole Woods, Deputy Director Community Development; Ms. Rati Akash, Village Planner; David Weidenfeld, Village Trustee

Metro Storage

Subject: Text Amendment for a Special Use in I District & Approval of Special Use

Bob Heilman (Metro Storage) was sworn in. Mr. Heilman presented his petition for retail use as ancillary to Special Use.

Commissioner Moodhe asked if this was standard practice for the storage industry. Mr. Heilman said it was standard for most storage facilities and start for all of Metro Storage. Commissioner Moodhe asked if there would be advertising anticipated. Mr. Heilman said that this was typically not advertised except for maybe a small sliding sign as this was offered for the convenience of customers.

Village Staff said that there were no negative comments received from the community.

Chairman Cesario asked if this was where people would normally go for moving supplies. Mr. Heilman said that actually most people go to a big box store or Uhaul.

Chairman Cesario entered the Village Staff Report as Exhibit 1; he entered the picture submitted as Exhibit 2.

The first public hearing closed at 7:38pm

Commissioner Khan made a motion for positive recommendation to the Village Board for the text amendment to Section 17.48.020C (Special Uses) in the Industrial District, which adds language concerning incidental retail uses and approval of a special use for an incidental retail use at an existing storage facility in the Industrial District, subject to the conditions in the Staff Report.

Commissioner Moodhe seconded the motion.

Aye: Au, Cohn, Goldspiel, Khan, Moodhe, Cesaro

Nay: None

Abstain: None

The motion passed 6:0:0.

Fire Station 27

Subject: Height Variation for a Public Safety Communication Consider Antenna to Exceed the Maximum Permissible Height

Chairman Cesario swore in those testifying in the case – Mike Skibbe (Deputy Director of Public Works) and Ed Mervin (Urban Communications). Mr. Skibbe presented the proposal.

Commissioner Au asked for clarification on the new site location and asked if, with construction of this new tower, if the old one would come down. Mr. Skibbe said that there would be a short time where both towers would be up until the existing communications came down. Mr. Mervin explained the process for installation and said that this would take less than 30 days. The engineering firm had deemed this a safety hazard, so it needed to come down as quickly as possible.

Commissioner Moodhe asked how tall the emergency siren was. Mr. Skibbe said that this was 60 feet. Commissioner Moodhe asked if this was tower would house the meter readings. Mr. Skibbe said that this tower only hosted the dispatch and was critical for community safety. The department planned to work closely with NEMA to ensure this was in full operation after installation.

Commissioner Cohn said that the report mentioned radio frequency radiation and asked if a radio frequency emissions test had been done. Mr. Mervin said that this would be done by the FCC during the licensing phase; in order to be licensed by the FCC, the tower would need to follow all guidelines.

Chairman Cesario asked about the second tower.

Fire Station 26

Subject: Special Use in the R District and Height Variation for a Public Safety Communication Antenna

Mr. Skibbe said that Fire Station 26 had an existing tower that was 80 feet high; however, the engineering firm questioned the durability of the guidewire. Cognizant of previous issues with the guidewire, the department was proposing the same tower as at Fire Station 27 but on the ground just south of the fire station.

Chairman Cesario asked how this compared to the height of the current tower. Mr. Skibbe showed the picture comparing the two and noted that it would reach roughly the same

height when taking into consideration the height of the building. He said that the tallest tower in the Village was 125 feet, but most were 60 feet.

Commissioner Goldspiel asked what wind this was meant to withstand. Mr. Mervin said that this met the highest standard allowed in the United States for cell towers – which was a 125-mph wind. The foundation would be built based on the soil conditions to meet this standard. Commissioner Goldspiel also asked about the water table measurements in the report. Mr. Mervin said that this would need be handled by final engineering. Commissioner Goldspiel had a concern about the water table in Lake County being high. Mr. Mervin said that this would be submitted to the Village, but the tower could be built to whatever geo-specifications were needed.

Commissioner Au asked if these two towers were replacing the current towers, and the new lifespan of the towers was. Mr. Mervin said that, if properly maintained, the towers should last 40 to 50 years. The manufacturer of these towers was the same manufacturer that built most of the cell towers in the United States.

Staff said that there had been several inquiries about this petition, but no concerns had been brought to their attention.

Chairman Cesario asked about the tree canopy and if the tower would be impaired if it was 60 feet tall. Mr. Mervin said that any interference would be handled by a private gigabyte network as a protected backbone for safety between the stations. A better signal could be transmitted from the water location.

Chairman Cesario entered the Staff report on Fire Station 27 as Exhibit One.

Jeff Braiman was sworn in and expressed that he was not objecting to the height but to the structure itself. He felt that there were better places to locate the tower. The proposed location was very close to Aster Place near Canterbury and was visible. He thought that this was an eye sore and would be better suited near the train station or fire training center (CAFT) ComEd easement. He understood the need for the new tower and the height, but he did not like this being directly next to a residential area.

Mr. Skibbe said that this location was because of the automated meter reading as this needed to be centralized for Buffalo Grove and parts of Palatine. This was also the primary data source for the administration of the fire station so needed to be directly connected to the facility.

Commissioner Moodhe asked about Hamm radio technology. Mr. Mervin said that the current connection used CAT-5 wire to communicate with the radios that were more compact for efficiency. The location was imperative for the network design because the fire network needed the communication backbone, but the current tower did not meet the G2 standard. He reiterated the safety concerns about the tower on the roof. He also noted that the base of the tower was 36 inches.

Commissioner Moodhe asked what the cost would hypothetically be to relocate the tower at Fire Station 26 to the CAFT center. Mr. Skibbe said that it would likely be over \$100,000 to reroute the appropriate network. Commissioner Moodhe confirmed that the current proposal would be the most dollar efficient.

Chairman Cesario said that replacing the towers at a risk of them falling was important but asked about the petitioner's thoughts on moving locations. Mr. Skibbe said that the main concern with the rooftop tower was the guidewire. Originally, the department was looking to improve the mounting points, but that cost was approximately \$10,000. Since the tower was over 30 years old and near the end of its lifespan, the smarter bet was to invest \$30,000 in a new tower and up to the new standards, in the same location.

Chairman Cesario asked about the feasibility for alternate locations. Mr. Skibbe said that in addition to the tower, a connection to the fire station would require a fiber line run along the county highway which would cost approximately \$25 to \$30 per foot as a standard rate. Mr. Mervin said that a microwave option was looked at for the existing tower, but the cost of this would be \$35,000 to \$40,000 plus labor costs. The intent was to meet the safety standards with the most reasonable cost.

The resident did not feel that the Metra train station would be a bad alternative even with a slightly higher cost. Mr. Skibbe said he was unsure if the Metra Station location would be close enough to provide sufficient services.

Commissioner Moodhe asked how tall the tower was outside of Village Hall. It was determined that this was 125 feet tall and approximately 6 feet wide. It was noted that a structure half this size was what was being proposed.

The second public hearing closed at 8:17 pm.

Commissioner Khan asked the Village Staff for clarification regarding the motions required. Ms. Akash noted that the tower at Fire Station 27 was in the Industrial District so did not require a special use but a height variance only. The tower at Fire Station 26 was in a residential area so required both a special use and a height variance.

Commissioner Khan moved to grant a variation to Zoning Ordinance Section 17.32 to allow for the installation of a public utility facility (Public Safety Communication Antenna) at Fire Station 27 to exceed the maximum permissible height of 60 feet, subject to the conditions in the Staff Report.

Commissioner Moodhe second.

Chairman Cesario said that this was a significant structure, but it did not feel too imposing.

Commissioner Goldspiel asked if there would be a fence around the base of the tower. The petitioner confirmed that there would be anti-climbing features added.

Commissioner Moodhe said that these towers were critical for safety communications. The way that the networks were occurring and complex, this was required for community reliance.

Aye: Au, Cohn, Goldspiel, Khan, Moodhe, Cesario

Nay: None

Abstain: None

The motion carried 6:0:0.

Commissioner Goldspiel asked how far the base of the tower was from the residence. Ms. Akash said that this was approximately 195 feet from Highland Grove property with setback requirements in place. It was 132 feet from the closest property line. Commissioner Moodhe believed that this was further than the one approved near Vernon Township. There was some discussion regarding this.

Chairman Cesario clarified that the height of the structure was the same height as the current when taking the 25-foot building height into consideration.

Chairman Cesario entered the Staff report on Fire Station 26 as Exhibit One.

The third public hearing closed at 8:29 pm.

Commissioner Khan moved to grant a special use for a Public Utility Facility (Public Safety Communication Antenna) at Fire Station 26 in a Residential District and a variation to the Zoning Ordinance Section 17.32 to allow for the installation of a communication antenna at Fire Station 26 to exceed the maximum permissible height of 60 feet.

Commissioner Moodhe second.

Aye: Au, Cohn, Goldspiel, Khan, Moodhe, Cesario

Nay: None

Abstain: None

The motion carried 6:0:0.

Chairman Cesario thanked everyone for their input.

The Public Hearings closed at 8:32pm

Other Matters for Consideration

None

Minutes

No minutes were available to approve.

Commissioner Moodhe asked about approving the minutes from the previous meeting before the cancellations. Ms. Woods said that the December 18 minutes would be brought forward at the next meeting.

Chairman's Report

None

Committee and Liaison Reports

Commissioner Khan said that he attended the Village Board meeting, and the marijuana facility location change was approved 5:1.

Staff Report/Future Agenda Schedule

Ms. Woods said that the Village was working on the Comprehensive Plan. The Existing Conditions report had been completed and shared with the Board. The Steering Committee was meeting on Tuesday before making it available to the public.

Ms. Woods said that she would love to get feedback on the Features Website Pilot Project to see if the outreach was working. Chairman Cesario noted that people tended to take the path of least resistance, and new formats took time to gain traction. Commissioner Au said that the same people seemed to be commenting and responding in the public formats.

Ms. Akash asked everyone to mark their calendars for April 1 for Census 2020. Residents would start seeing mailings in March. The Village was trying to reach out to residents to ensure that everyone participates. It was a confidential process but a critical one to allow the Village to properly handle community needs.

Public Comments and Questions

None

Adjournment

At 8:39pm, a motion was made by Commissioner Moodhe to adjourn the meeting. Commissioner Khan seconded. Motion passed unanimously.



Ordinance No. O-2020-15 : Ordinance Approving a Special Use and Variation for a Public Safety Communication Antenna at 1051 Highland Grove and 109 Deerfield Parkway

Recommendation of Action

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

The Village of Buffalo Grove is requesting to replace an existing roof mounted communication antenna located at Fire Station 26, located at 1051 Highland Grove Drive & 109 Deerfield Parkway. The communication antenna will be used for emergency communications at the fire stations 26 and 27, and for automated water meter reading at Public Works. As proposed, the new antenna will require a Special Use and a Variation.

ATTACHMENTS:

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

Trustee Liaison
Johnson

Staff Contact
Chris Stilling, Community Development

Tuesday, February 18, 2020

VILLAGE OF BUFFALO GROVE



DATE: February 13, 2020

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Director of Community Development

SUBJECT: A Special Use for a Public Utility Facility (Public Safety Communication Antenna) in a Residential District and a Variation to the Zoning Ordinance Section 17.32 to allow for the installation of a communication antenna to exceed the maximum permissible height of 60' at Fire Station 26.

BACKGROUND

The Village of Buffalo Grove is requesting to replace an existing roof mounted communication antenna located at Fire Station 26, located at 1051 Highland Grove Drive & 109 Deerfield Parkway. The communication antenna will be used for emergency communications at the fire stations 26 and 27, and for automated water meter reading at Public Works.

The existing 80 foot tall roof mounted communication antenna on fire station 26 is in poor condition, and hence needs to be replaced.

The proposed height of the communication tower measures 100 feet. Pursuant to the Municipal Code, Public Utility Facility (Public Safety Communication Antenna) requires a Special Use for a Public Utility Facility (Public Safety Communication Antenna) in the R6 Residential District and a Variation to the Zoning Ordinance Section 17.32 to allow for the installation of a communication antenna to exceed the maximum permissible height of 60 feet.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC unanimously recommended approval of the Special Use and Variation subject to the following conditions:

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

- 3) The proposed communication antenna shall be installed in accordance with the documents and plans submitted as part of this petition.

Staff concurs with this recommendation.

PUBLIC HEARING COMMENTS

During the public hearing, 1 resident expressed concerns about the aesthetics of the communication antenna and the location. The resident recommended alternate locations where the proposed communication antenna could be located such as the Fire Training Facility (CAFT) at 851 Krause Dr, or the Buffalo Grove Metra Train Station which is not in proximity to residences.

Subsequent to the public hearing, staff researched the matter of relocating the antenna and has determined that it would not only be cost prohibitive, but also inefficient for our public safety communications. Much of the existing infrastructure (fiber optic cable) is already in place at the Fire Station. Furthermore, the height of the proposed communication antenna remains the same as the existing communication antenna of 100 feet from the ground. It will also still be over 150 feet from the nearest residential property. The proposed antenna will be a clean and sleek look which will have the same gray galvanized finished. The existing communication antenna presently is rusted, and is surrounded with a heavy wiring and equipment which is more prominent. Overall, staff does not support the relocation of the communication antenna.

PLANNING & ZONING ANALYSIS

Proposed Communication Antenna Use

- The proposed communication antennas will continue to be used for emergency communications at the Fire Station 26 and 27, as well as for automated water reading at Public Works.
- The communication antennas will not be used for any commercial use.

Existing Communication Antenna

- The existing roof mounted communication antenna is located on the Fire Station 26 building, and was constructed in 1991 as shown in a red dot in *Image A*.

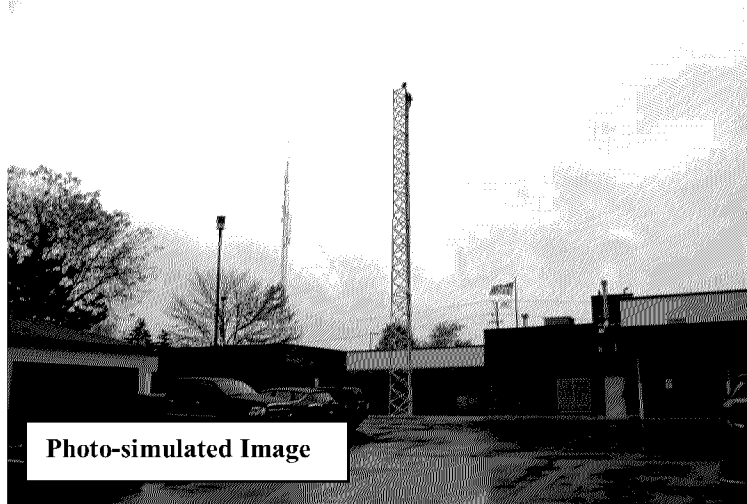


- The existing communication antenna is 80 feet tall. The building height is approximately 20 feet. The total height of the tower from the ground level measures 100 feet.
- This existing communication antenna is located approximately 130 feet from Deerfield Parkway and 175 feet from Highland Grove Drive.

- This existing communication antenna is presently in a poor structural condition and has to be replaced as it poses a safety concern.

Proposed Location and Height of communication tower

- The Village of Buffalo Grove is proposing to replace a roof mounted communication antenna on Fire Station 26 building, with a new communication antenna which will be located on the North side of the building as shown in a blue dot in *Image A*.
- The proposed communication antenna will be setback approximately 195 feet from the Highland Grove Drive and meets the setback requirements.
- The communication antenna is proposed to be 100 feet for more reliable coverage, and to meet Buffalo Grove's growing tree canopy.
- The proposed height of the communication antenna will be 100 feet, and will be the same height as the existing roof mounted communication tower which is 100 feet from ground level.



RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting the special use and the variation to the height of the communication tower, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2020 –**AN ORDINANCE APPROVING A SPECIAL USE AND VARIATION FOR A PUBLIC FACILITY (PUBLIC SAFETY ANTENNA) AT 1051 HIGHLAND GROVE AND 109 DEERFIELD PARKWAY (BUFFALO GROVE FIRE STATION 26)****VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS****Fire Station 26
Public Facility Antenna**

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

WHEREAS, the Property located at 1051 Highland Grove Drive & 109 Deerfield Parkway (hereinafter referred to as the "Property") is improved with an existing fire station with an antenna; and,

WHEREAS, the Village of Buffalo Grove (hereinafter referred to as the "Petitioner") is seeking to replace the existing public safety antenna; and,

WHEREAS, the public safety antenna requires both a special use and variation for height and,

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

EXHIBIT A Plan Set

EXHIBIT B Minutes from the February 5, 2020 Planning & Zoning Commission Meeting

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on February 5, 2020 concerning the petition; and,

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

WHEREAS, the Planning & Zoning Commission unanimously recommended approval of the special use and variations to the Zoning Ordinance; and,

WHEREAS, the President and Board of Trustees of the Village of Buffalo Grove have determined that the special use and variation to the Zoning Ordinance as set forth in the exhibits hereto will allow

appropriate development of the Property and will be compatible with adjacent properties.

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

Section 1. This ordinance is made pursuant to and in accordance with the Village's Zoning Ordinance and the Village's Home Rule powers. The preceding whereas clauses are hereby incorporated herein.

Section 2. The Corporate Authorities hereby adopt a proper, valid and binding ordinance approving the development for the Property including a variation to the Zoning Ordinance, with the following conditions:

1. The special use is granted to the Village of Buffalo Grove and said special use does not run with the land.
2. The special use granted may be assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petition seeking assignment of this special use, the Village of Buffalo Grove, in their sole discretion, may approve the assignment administratively, or may refer it to the Planning & Zoning Commission and/or the Village Board for a public hearing.
 - b. Such assignment shall be valid only upon the written approval of the Village of Buffalo Grove granting said assignment, which may be granted or denied for any reason.
3. The proposed communication antenna shall be installed in accordance with the documents and plans submitted as part of this petition.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman, Village President

EXHIBIT A

Plan Set

EXHIBIT B – Plan Set
Minutes from the February 5, 2020 Planning & Zoning Commission Meeting

Attachment: Ordinance (O-2020-15 : Ordinance Approving a Special Use and Variation for a Antenna at 1051 Highland Grove)

MEMORANDUM

DATE: December 1, 2019

TO: Planning and Zoning Commission

FROM: Rati Akash, Village Planner
Mike Skibbe, Deputy Director of Public Works

SUBJECT: Village Antenna Towers at Fire Station 26 & 27

OVERVIEW

The Village of Buffalo Grove is seeking an amendment to the special use for the replacement of two existing antenna towers in Fire Station 26 and Fire Station 27 respectively. The two proposed towers would be 100 foot tall, self-supporting, ground mounted antennas. The communications devices mounted on the towers would only be Village specific devices, and no commercial use devices are proposed. The towers are critical to the connectivity of emergency communications at the Fire Stations, as well as for our automated water meter reading antenna in Public Works.

SITE SPECIFICS

Fire Station 27 – 100 Half Day Road

The existing tower at Fire Station 27 is a, 80 foot tall self-supporting tower mounted just North of the Fire Station itself. The tower was constructed with the new Fire Station in 1991. It is in poor overall condition, with deteriorating structural members and a leaning concrete foundation pad. This tower supports both the computer connection to Village Hall for onsite personnel, and emergency communication radio equipment.

The new tower would increase in height by 20 feet to clear the increase in height of the tree canopy throughout the Village. It would be constructed just north of the existing tower, both to limit the change in view as well as to allow the new tower to be built before the existing tower is removed. Please see the attached diagrams for specific measurements.

Fire Station 26 – 109 Deerfield Parkway

The existing tower at Fire Station 26 is an 80 foot tall, roof mounted antenna tower with guy wire support system. It is mounted on the roof of the station which was constructed in 1981, and last revised by increasing its height due to tree canopy in 2008. The guy wire anchor system to the roof deck no longer meets industry standard, and rather than try to modify an aged tower, we propose to move it to a more typical ground mounted, self-supporting tower design.

A similar roof mounted tower, at Village Hall, failed in 2009 by falling off the roof. The Village Hall tower was moved to the ground in a similar replacement project. We want to replace this tower and avoid any potential of a similar fate.

The proposed tower would be mounted on the ground just south of the Fire Station, as close as feasible to its current location. Since the 80 foot tall antenna tower was mounted to the top of the structure, the overall height at this location will be similar with the 100 foot tall ground mounted antenna. We believe the overall appearance will be similar, if not less impactful to the neighborhood. The new tower will not require the guy-wire support system which added to the overall appearance of the existing tower.

Please see the attached diagrams with specific dimensions.

REQUESTS

Fire Station 26

Petition for an amendment to the special use Ordinance No. 90-83 for the preliminary plan approval of fire station 26.

Petition for variation to Zoning Ordinance Section 17.32 allow for the installation of self-supporting communication antennas which exceeds the maximum permissible height of 60'.

Fire Station 27

Petition for an amendment to the special use Ordinance No. 90-43 for the preliminary plan approval of fire station 27.

Petition for variation to Zoning Ordinance Section 17.32 allow for the installation of self-supporting communication antennas which exceeds the maximum permissible height of 60'.

The Village of Buffalo Grove is seeking to replace two existing antennas in both Fire Station 26 and Fire Station 27, with two new proposed self-supporting ground mounted antennas which would be 100 foot tall.

CC: Chris Stilling, Deputy Village Manager
Rati Akash, Village Planner

H:\Agreements\Antenna Tower\2019-1201 PZC Antenna Tower Memo.docx



17.28.040 – Criteria to Special Use

1. *The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*

The Village of Buffalo is proposing to replace an existing communication antenna with another communication antenna. The proposed communication antenna will not be detrimental or endanger the public health, safety, morals, comfort, or general welfare.

2. *The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with said special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it shall be such that it will be in harmony with the appropriate, orderly development of the district in which it is located;*

The proposed communication antenna will be located behind the Fire Station 26 building on the north side. The proposed communication antenna will be setback 195' from Highland Grove Drive and 175' from Deerfield Parkway. The proposed communication antenna is 100' in height, and will be replacing an existing roof mounted communication antenna of 100' in height from ground level. The proposed communication tower location and size, and will be harmonious with the surroundings for both the location and size.

3. *The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair other property valuations with the neighborhood;*

The proposed communication antenna is replacing an existing communication antenna, and will not diminish and impair property valuation with the neighborhood.

4. *The nature, location and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder or discourage the development and use of adjacent land and buildings in accord with the zoning district within which they lie;*

The existing communication antenna has not hindered or discouraged the development and use of the adjacent land buildings. The proposed communication antenna replacing the existing antenna will have the same functionality, which will be used for emergency communications at the Fire Station 26 & 27, and automated water reading at Public Works. The proposed communication antennas serves the same purpose, and will not hinder or discourage the development of its surroundings.

5. *Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;*

N/A

6. *Parking areas shall be of adequate size for the particular special use, which areas shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and from these parking areas shall be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets.*

The location of the proposed communication antenna towers will not occupy any parking space or impede any traffic flow.

During your testimony at the Public Hearing you need to testify and present your case for the variance being requested. During your testimony you need to affirmatively address the three standards listed below

The Planning & Zoning Commission is authorized to grant variations to the regulations of the Municipal Code based upon findings of fact which are made based upon evidence presented at the hearing that:

1. The proposed variation will not alter the essential character of the neighborhood;

Your Evidentiary Statement:

The proposed variation will not alter the essential character of the neighborhood. The Village of Buffalo is proposing to replace the existing roof mounted communication antenna on Fire Station 26 with a ground mounted communication antenna.

2. There are practical difficulties or particular hardships in carrying out the variation request;

Your Evidentiary Statement:

- The existing roof mounted communication tower on Fire Station 26 is presently in a poor structural condition and has to be replaced for safety concerns.
- The proposed communication antenna is required to be 100 feet in height to improve the reliability of services for emergency communications.

3. The proposed variation will not be detrimental to the public health safety and welfare.

Your Evidentiary Statement:

The proposed communication antenna will not be detrimental to the public health safety and welfare of the Community.

SUPPORTING DOCUMENTATION

(708) 526-6667 / 526-1990



E & E Systems, Inc.

26824 Legion Court
P.O. Box 159
Wauconda, IL 60084-0159

Joe Herreweyers

*Specialists in Satellite Communications,
Antenna Systems, Sound, Video & Security.*



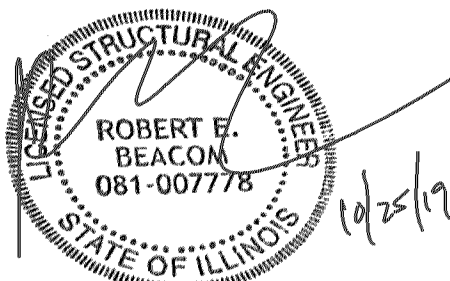
Structural Design Report
 100' 3600 SRWD Freestanding Tower
 Site: FS27 Buffalo Grove, IL

Prepared for: URBAN COMMUNICATIONS, INC.
 by: Sabre Towers & Poles™

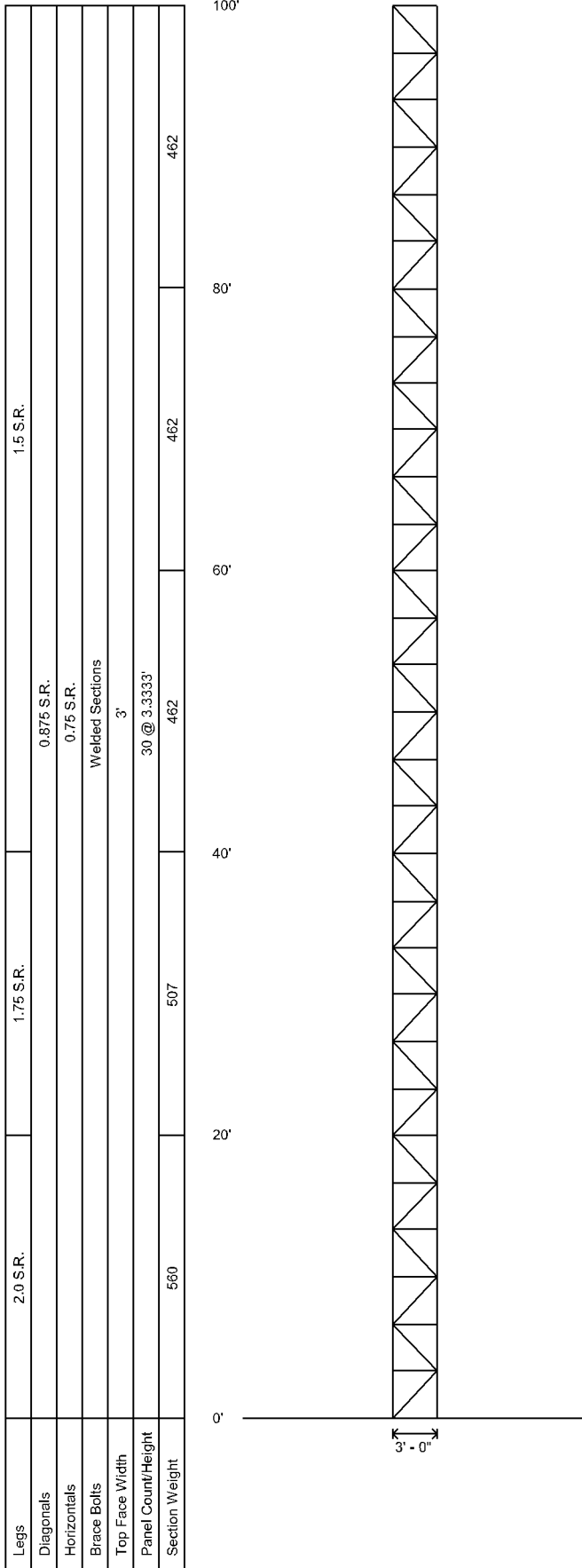
Job Number: 20-3050-TJH-R1

October 22, 2019

Tower Profile.....	1
Foundation Design Summary (Preliminary).....	2-3
Maximum Leg Loads.....	4
Maximum Diagonal Loads.....	5
Maximum Foundation Loads.....	6
Calculations.....	7-24



License Expires: 11-30-20



Designed Appurtenance Loading

Elev	Description	Tx-Line
105	(1) 10' x 3in Whip	
100	3ft Sidearm	
100		(1) LMR-400
90	Flush Mount	
90	(1) 1' x 1' x 3in Panel	(1) CAT 6
80	Leg Dish Mount	
80	(1) 1' H.P. Dish	(1) CAT 6
53	(1) 10' x 3in Whip	
50	(2) 10' x 3in Whip	
48	3ft Sidearm	
48		(1) LMR-400
45	(2) 3ft Sidearms	
45		(2) LMR-400
26.5	(1) 3 sq. ft. EPA	(1) LMR-400
24.75	(1) 3 sq. ft. EPA	(1) LMR-400
23.583	(1) 3 sq. ft. EPA	(1) LMR-400

Design Criteria - ANSI/TIA-222-G

ASCE 7-16 Ultimate Wind Speed (No Ice)	114 mph
Wind Speed (Ice)	40 mph
Design Ice Thickness	1.50 in
Structure Class	III
Risk Category	III
Exposure Category	C
Topographic Category	1

Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	4.31	Shear (kips)	2.75
Axial (kips)	15.57	Compression (kips)	81
Moment (ft-kips)	205	Uplift (kips)	77
Torsion (ft-kips)	-0.41		

Notes

- 1) All legs are A572 Grade 50.
- 2) All braces are A36
- 3) The tower model is 3600 SRWD Freestanding.
- 4) Azimuths are relative (not based on true north).
- 5) Foundation loads shown are maximums.
- 6) (4) 3/4" dia. x 39"-long F1554 grade 105 anchor bolts per leg.
- 7) Weights shown are estimates. Final weights may vary.
- 8) Tower Rating: 86.5%

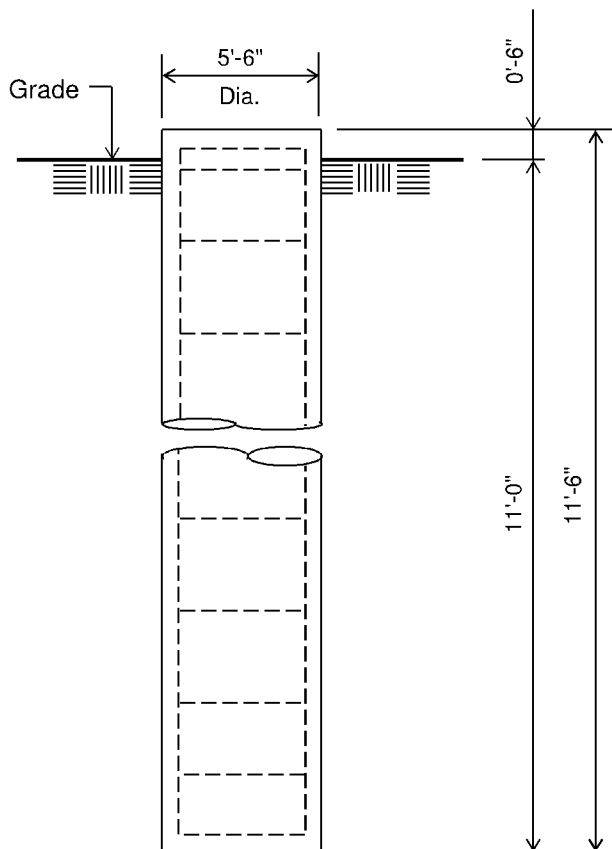
Sabre Industries Towers and Poles Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 560 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.	Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6690 Fax: (712) 279-0814	Job: 20-3050-TJH-R1 Customer: URBAN COMMUNICATIONS, INC. Site Name: FS27 Buffalo Grove, IL Description: 100' 3600SRWD Free-standing Date: 10/22/2019 By: REB
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Customer: URBAN COMMUNICATIONS, INC.

Site: FS27 Buffalo Grove, IL

100' 3600 SRWD Freestanding

PRELIMINARY -NOT FOR CONSTRUCTION-



ELEVATION VIEW

(10.12 Cu. Yds.)

(1 REQUIRED; NOT TO SCALE)

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) The foundation is based on the following factored loads:
Moment = 204.00 k-ft
Axial = 5.52 k
Shear = 3.78 k

Rebar Schedule for Pier

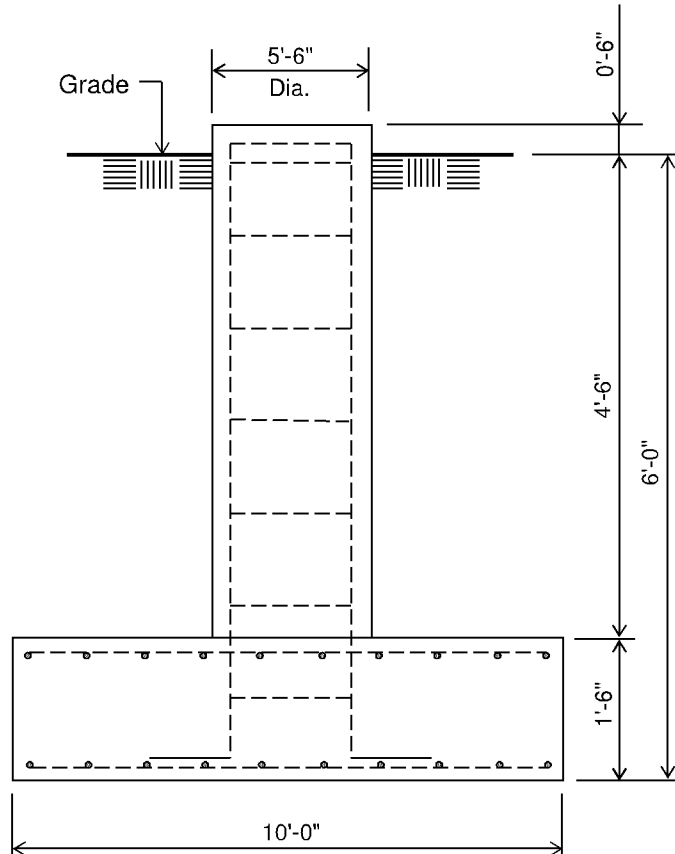
Pier	(30) #7 vertical rebar w/ #5 ties, (2) within top 5" of pier, then 12" C/C
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Customer: URBAN COMMUNICATIONS, INC.

Site: FS27 Buffalo Grove, IL

100' 3600 SRWD Freestanding

PRELIMINARY -NOT FOR CONSTRUCTION-



ELEVATION VIEW

(9.96 Cu. Yds.)

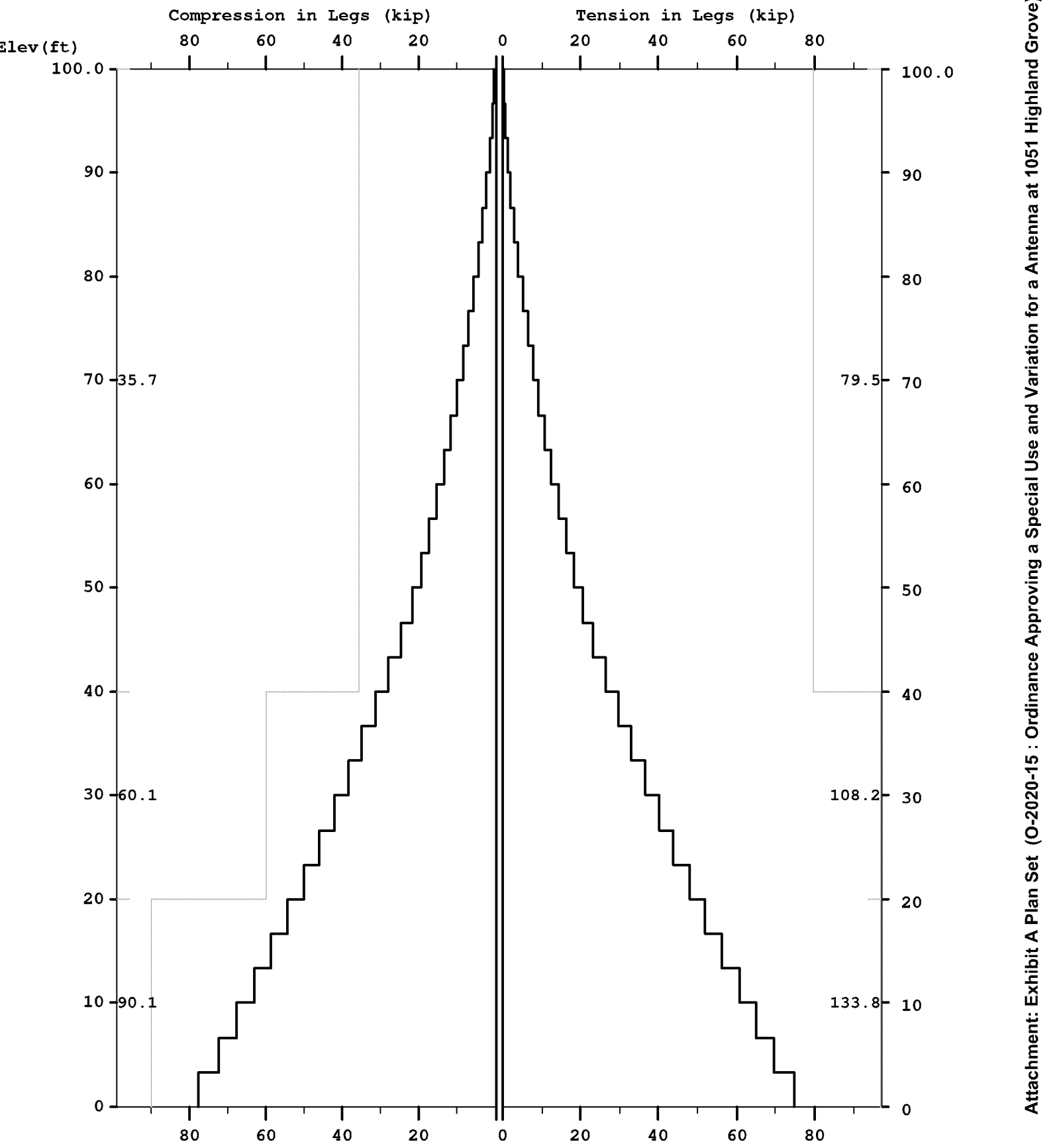
(1 REQUIRED; NOT TO SCALE)

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) 4.5 ft of soil cover is required over the entire area of the foundation slab.
- 7) The foundation is based on the following factored loads:
Moment = 204.00 k-ft
Axial = 5.52 k
Shear = 3.78 k

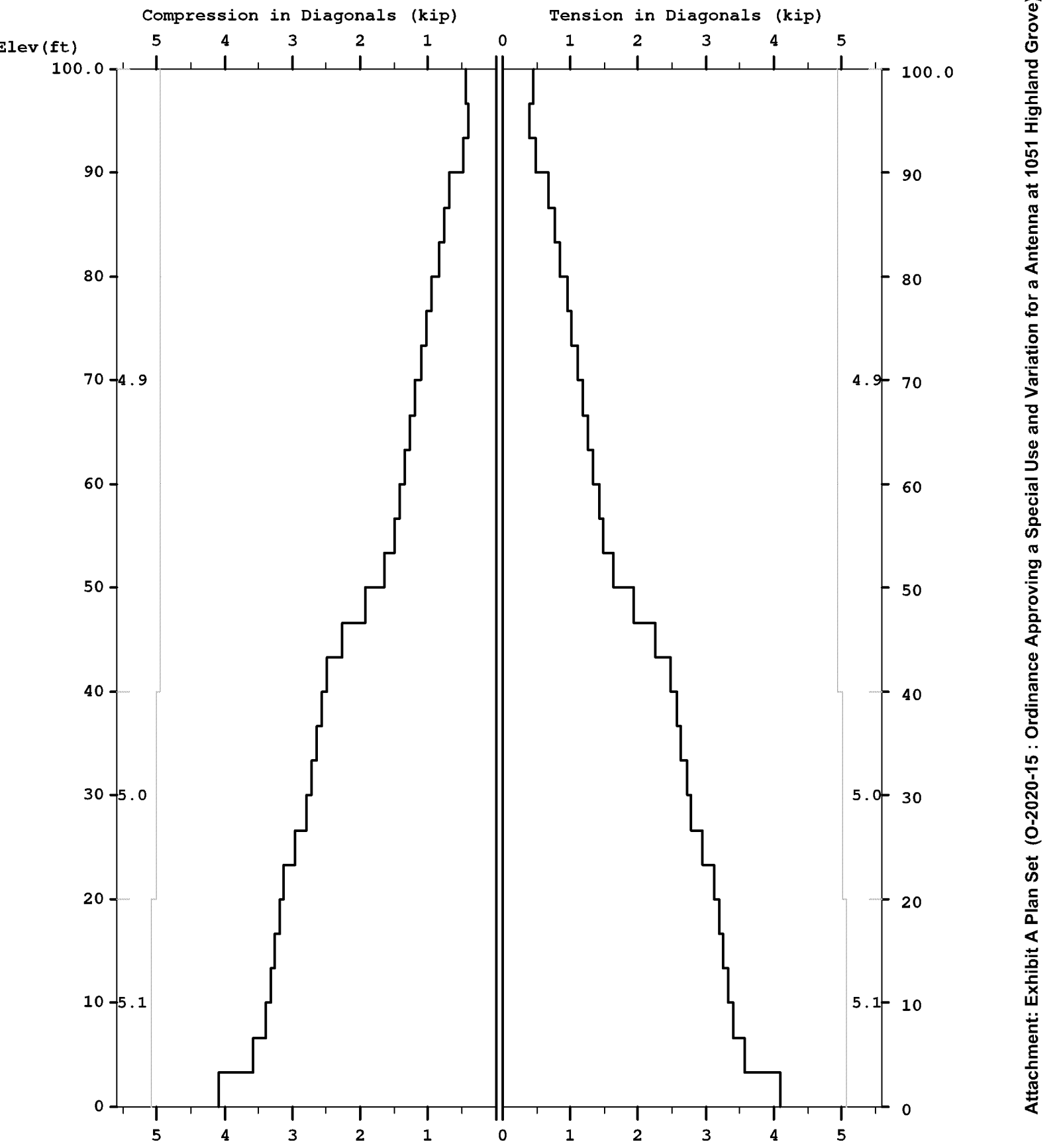
Rebar Schedule for Pad and Pier	
Pier	(30) #7 vertical rebar w/ hooks at bottom w/ #5 ties, (2) within top 5" of pier, then 12" C/C
Pad	(12) #8 horizontal rebar evenly spaced each way top and bottom (48 total)

Maximum



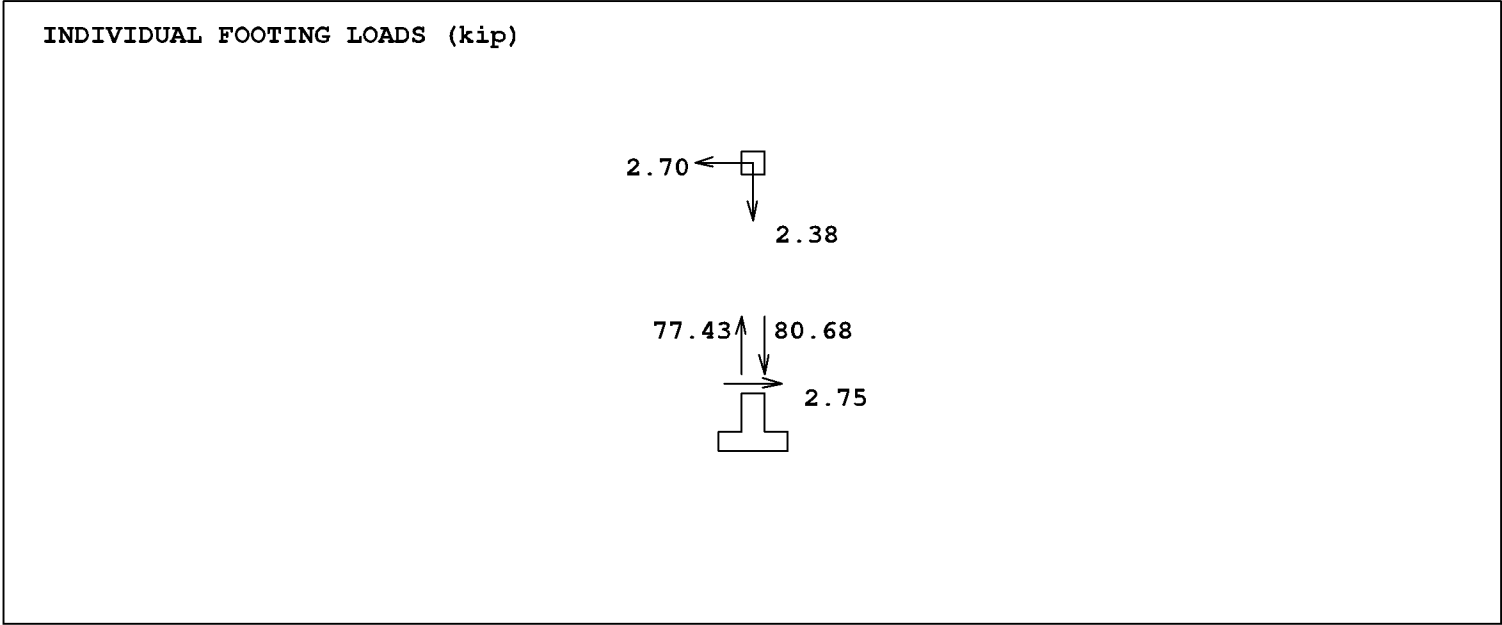
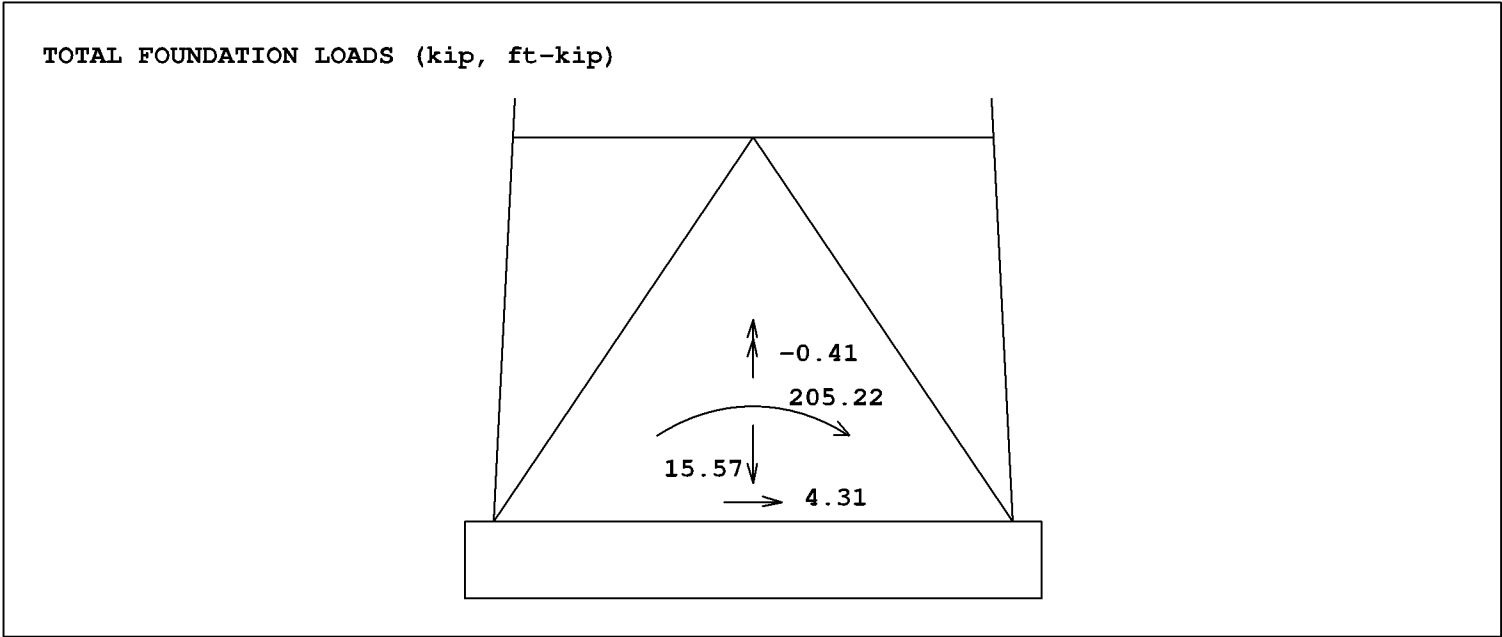
Attachment: Exhibit A Plan Set (O-2020-15 : Ordinance Approving a Special Use and Variation for a Antenna at 1051 Highland Grove)

Maximum



Attachment: Exhibit A Plan Set (O-2020-15 : Ordinance Approving a Special Use and Variation for a Antenna at 1051 Highland Grove)

Maximum



Attachment: Exhibit A Plan Set (O-2020-15 : Ordinance Approving a Special Use and Variation for a Antenna at 1051 Highland Grove)

20-3050-TJH-R1

Latticed Tower Analysis (Unguyed)
Processed under license at:

(c)2015 Guymast Inc. 416-736-7453

Sabre Towers and Poles

on: 22 oct 2019 at: 15:07:44

MAST GEOMETRY (ft)

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.W..AT BOTTOM	F.W..AT TOP	TYPICAL PANEL HEIGHT
D	3	80.00	100.00	3.00	3.00	3.33
D	3	60.00	80.00	3.00	3.00	3.33
D	3	40.00	60.00	3.00	3.00	3.33
D	3	20.00	40.00	3.00	3.00	3.33
D	3	0.00	20.00	3.00	3.00	3.33

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	40.00	100.00	1.767	0.375	29000.	0.0000117
LE	20.00	40.00	2.405	0.375	29000.	0.0000117
LE	0.00	20.00	3.142	0.375	29000.	0.0000117
DI	0.00	100.00	0.601	0.219	29000.	0.0000117
HO	0.00	100.00	0.442	0.188	29000.	0.0000117

FACTORED MEMBER RESISTANCES

BOTTOM ELEV ft	TOP ELEV ft	LEGS COMP kip	LEGS TENS kip	DIAGONALS COMP kip	DIAGONALS TENS kip	HORIZONTALS COMP kip	HORIZONTALS TENS kip	INT COMP kip	BRACING TENS kip
80.0	100.0	35.70	79.52	4.94	4.94	6.02	6.02	0.00	0.00
60.0	80.0	35.70	79.52	4.94	4.94	6.02	6.02	0.00	0.00
40.0	60.0	35.70	79.52	4.94	4.94	6.02	6.02	0.00	0.00
20.0	40.0	60.09	108.24	5.01	5.01	6.10	6.10	0.00	0.00
0.0	20.0	90.09	133.78	5.08	5.08	6.19	6.19	0.00	0.00

* Only 3 condition(s) shown in full

* Some wind loads may have been derived from full-scale wind tunnel testing

LOADING CONDITION A

114 mph Ultimate wind with no ice. Wind Azimuth: 0°

MAST LOADING

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	LOAD..AT AZI	LOAD AZI	FORCES.....		MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	105.0	0.00	0.0	0.0	0.09	0.02	0.00	0.00
C	100.0	0.00	0.0	0.0	0.19	0.18	0.00	0.00
C	90.0	0.00	0.0	0.0	0.12	0.07	0.00	0.00
C	53.0	0.00	0.0	0.0	0.08	0.02	0.00	0.00
C	50.0	0.00	0.0	0.0	0.15	0.04	0.00	0.00
C	48.0	0.00	0.0	0.0	0.16	0.18	0.00	0.00
C	45.0	0.00	0.0	0.0	0.32	0.36	0.00	0.00
C	26.5	0.00	0.0	0.0	0.06	0.01	0.00	0.00
C	24.7	0.00	0.0	0.0	0.06	0.01	0.00	0.00
C	23.6	0.00	0.0	0.0	0.06	0.01	0.00	0.00

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C	4.0	0.00	0.0	0.0	0.56	0.38	0.00	0.00
D	100.0	0.00	240.0	0.0	0.02	0.04	0.00	0.00
D	90.0	0.00	240.0	0.0	0.02	0.04	0.00	0.00
D	90.0	0.00	203.7	0.0	0.02	0.04	0.00	0.00
D	80.0	0.00	203.7	0.0	0.02	0.04	0.00	0.00
D	80.0	0.00	194.1	0.0	0.02	0.04	0.00	0.00
D	66.7	0.00	194.1	0.0	0.02	0.04	0.00	0.00
D	66.7	0.00	194.1	0.0	0.02	0.04	0.00	0.00
D	50.0	0.00	194.1	0.0	0.02	0.04	0.00	0.00
D	50.0	0.00	198.8	0.0	0.02	0.04	0.00	0.00
D	40.0	0.00	215.7	0.0	0.02	0.04	0.00	0.00
D	40.0	0.00	215.0	0.0	0.02	0.04	0.00	0.00
D	26.7	0.00	215.0	0.0	0.02	0.04	0.00	0.00
D	26.7	0.00	220.9	0.0	0.02	0.05	0.00	0.00
D	6.7	0.00	224.3	0.0	0.02	0.06	0.00	0.00
D	6.7	0.00	223.3	0.0	0.02	0.05	0.00	0.00
D	0.0	0.00	223.3	0.0	0.02	0.05	0.00	0.00

ANTENNA LOADING

.....ANTENNA.....		ATTACHMENT		ANTENNA FORCES.....				
TYPE	ELEV ft	AZI	RAD ft	AZI	AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
HP	80.0	0.0	3.2	0.0	0.03	0.00	0.01	0.00

LOADING CONDITION M

114 mph Ultimate wind with no ice. Wind Azimuth: 0◆

MAST LOADING

LOAD TYPE	ELEV ft	APPLY... RADIUS ft	LOAD...AT AZI	LOAD AZI	FORCES.....		MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	105.0	0.00	0.0	0.0	0.09	0.01	0.00	0.00
C	100.0	0.00	0.0	0.0	0.19	0.14	0.00	0.00
C	90.0	0.00	0.0	0.0	0.12	0.05	0.00	0.00
C	53.0	0.00	0.0	0.0	0.08	0.01	0.00	0.00
C	50.0	0.00	0.0	0.0	0.15	0.03	0.00	0.00
C	48.0	0.00	0.0	0.0	0.16	0.14	0.00	0.00
C	45.0	0.00	0.0	0.0	0.32	0.27	0.00	0.00
C	26.5	0.00	0.0	0.0	0.06	0.01	0.00	0.00
C	24.7	0.00	0.0	0.0	0.06	0.01	0.00	0.00
C	23.6	0.00	0.0	0.0	0.06	0.01	0.00	0.00
C	4.0	0.00	0.0	0.0	0.56	0.29	0.00	0.00
D	100.0	0.00	240.0	0.0	0.02	0.03	0.00	0.00
D	90.0	0.00	240.0	0.0	0.02	0.03	0.00	0.00
D	90.0	0.00	203.7	0.0	0.02	0.03	0.00	0.00
D	80.0	0.00	203.7	0.0	0.02	0.03	0.00	0.00
D	80.0	0.00	194.1	0.0	0.02	0.03	0.00	0.00
D	66.7	0.00	194.1	0.0	0.02	0.03	0.00	0.00
D	66.7	0.00	194.1	0.0	0.02	0.03	0.00	0.00
D	50.0	0.00	194.1	0.0	0.02	0.03	0.00	0.00
D	50.0	0.00	198.8	0.0	0.02	0.03	0.00	0.00
D	40.0	0.00	215.7	0.0	0.02	0.03	0.00	0.00
D	40.0	0.00	215.0	0.0	0.02	0.03	0.00	0.00
D	26.7	0.00	215.0	0.0	0.02	0.03	0.00	0.00
D	26.7	0.00	220.9	0.0	0.02	0.03	0.00	0.00
D	6.7	0.00	224.3	0.0	0.02	0.04	0.00	0.00
D	6.7	0.00	223.3	0.0	0.02	0.04	0.00	0.00
D	0.0	0.00	223.3	0.0	0.02	0.04	0.00	0.00

ANTENNA LOADING

.....ANTENNA.....		ATTACHMENT		ANTENNA FORCES.....				
TYPE	ELEV ft	AZI	RAD ft	AZI	AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
HP	80.0	0.0	3.2	0.0	0.03	0.00	0.01	0.00

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LOADING CONDITION Y

40 mph wind with 1.5 ice. Wind Azimuth: 0°

MAST LOADING

LOAD TYPE	ELEV ft	APPLY... RADIUS ft	LOAD...AT AZI	LOAD AZI	FORCES.....		MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	105.0	0.00	0.0	0.0	0.03	0.05	0.00	0.00
C	100.0	0.00	0.0	0.0	0.05	0.39	0.00	0.00
C	90.0	0.00	0.0	0.0	0.04	0.13	0.00	0.00
C	53.0	0.00	0.0	0.0	0.02	0.05	0.00	0.00
C	50.0	0.00	0.0	0.0	0.05	0.09	0.00	0.00
C	48.0	0.00	0.0	0.0	0.04	0.37	0.00	0.00
C	45.0	0.00	0.0	0.0	0.08	0.75	0.00	0.00
C	26.5	0.00	0.0	0.0	0.01	0.05	0.00	0.00
C	24.7	0.00	0.0	0.0	0.01	0.05	0.00	0.00
C	23.6	0.00	0.0	0.0	0.01	0.05	0.00	0.00
C	4.0	0.00	0.0	0.0	0.08	0.90	0.00	0.00
D	100.0	0.00	240.0	0.0	0.01	0.12	0.01	0.00
D	90.0	0.00	240.0	0.0	0.01	0.12	0.01	0.00
D	90.0	0.00	239.1	0.0	0.01	0.12	0.01	0.00
D	60.0	0.00	238.4	0.0	0.01	0.11	0.01	0.00
D	60.0	0.00	238.4	0.0	0.01	0.11	0.01	0.00
D	50.0	0.00	238.4	0.0	0.01	0.11	0.01	0.00
D	50.0	0.00	238.8	0.0	0.01	0.11	0.01	0.00
D	46.7	0.00	238.8	0.0	0.01	0.11	0.01	0.00
D	46.7	0.00	239.5	0.0	0.01	0.12	0.02	0.00
D	36.7	0.00	239.6	0.0	0.01	0.14	0.02	0.00
D	36.7	0.00	239.6	0.0	0.01	0.14	0.02	0.00
D	26.7	0.00	239.6	0.0	0.01	0.14	0.02	0.00
D	26.7	0.00	239.7	0.0	0.01	0.14	0.03	0.00
D	13.3	0.00	239.7	0.0	0.01	0.15	0.03	0.00
D	13.3	0.00	239.7	0.0	0.01	0.15	0.03	0.00
D	3.3	0.00	239.7	0.0	0.01	0.14	0.03	0.00
D	3.3	0.00	239.4	0.0	0.01	0.11	0.02	0.00
D	0.0	0.00	239.4	0.0	0.01	0.11	0.02	0.00

ANTENNA LOADING

.....ANTENNA..... TYPE	ELEV ft	AZI	ATTACHMENT		ANTENNA FORCES.....			
			RAD ft	AZI	AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
HP	80.0	0.0	3.2	0.0	0.01	0.00	0.05	0.00

MAXIMUM ANTENNA AND REFLECTOR ROTATIONS:

ELEV ft	AZI deg	TYPE *	BEAM DEFLECTIONS (deg).....			
			ROLL	YAW	PITCH	TOTAL
80.0	0.0	HP	1.199 M	0.103 D	-1.218 V	1.222 D

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
100.0	-----	-----	0.17 U	0.00 A
96.7	0.27 R	0.45 X	0.02 W	0.00 A
93.3	0.75 U	0.40 R	0.03 I	0.00 A
90.0	1.29 U	0.48 X	0.08 U	0.00 A
86.7	2.01 U	0.68 R	0.03 U	0.00 A
	2.93 U	0.76 X		

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83.3	-----		0.03 U	0.00 A
	3.97 U	0.85 F		
80.0	-----		0.05 Q	0.00 A
	5.10 U	0.95 L		
76.7	-----		0.04 I	0.00 A
	6.40 U	1.02 R		
73.3	-----		0.03 I	0.00 A
	7.75 U	1.11 X		
70.0	-----		0.03 U	0.00 A
	9.26 U	1.18 R		
66.7	-----		0.03 I	0.00 A
	10.82 U	1.26 X		
63.3	-----		0.03 I	0.00 A
	12.54 U	1.34 R		
60.0	-----		0.03 I	0.00 A
	14.31 U	1.42 L		
56.7	-----		0.03 U	0.00 A
	16.24 U	1.49 R		
53.3	-----		0.06 U	0.00 A
	18.25 U	1.64 L		
50.0	-----		0.12 U	0.00 A
	20.59 U	1.93 R		
46.7	-----		0.13 I	0.00 A
	23.22 U	2.26 L		
43.3	-----		0.09 I	0.00 A
	26.31 U	2.49 R		
40.0	-----		0.03 Q	0.00 A
	29.58 U	2.56 L		
36.7	-----		0.03 A	0.00 A
	33.02 U	2.64 R		
33.3	-----		0.03 Q	0.00 A
	36.50 U	2.72 L		
30.0	-----		0.03 A	0.00 A
	40.14 U	2.79 R		
26.7	-----		0.07 E	0.00 A
	43.88 U	2.95 X		
23.3	-----		0.07 M	0.00 A
	47.90 U	3.12 R		
20.0	-----		0.03 E	0.00 A
	52.03 U	3.19 X		
16.7	-----		0.03 A	0.00 A
	56.32 U	3.26 F		
13.3	-----		0.03 Q	0.00 A
	60.64 U	3.33 X		
10.0	-----		0.03 A	0.00 A
	65.12 U	3.39 F		
6.7	-----		0.08 Q	0.00 A
	69.69 U	3.58 X		
3.3	-----		0.21 M	0.00 A
	74.73 U	4.09 N		
0.0	-----		0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
100.0	-----		-0.17 C	0.00 A
	-0.42 L	-0.45 R		
96.7	-----		-0.02 E	0.00 A
	-0.97 C	-0.40 X		
93.3	-----		-0.03 C	0.00 A
	-1.59 C	-0.48 R		
90.0	-----		-0.08 C	0.00 A
	-2.42 C	-0.68 X		
86.7	-----		-0.03 C	0.00 A
	-3.41 C	-0.76 R		
83.3	-----		-0.03 O	0.00 A
	-4.52 C	-0.85 X		
80.0	-----		-0.06 K	0.00 A
	-5.73 C	-0.94 B		
76.7	-----		-0.03 W	0.00 A
	-7.10 C	-1.03 X		
73.3	-----		-0.03 O	0.00 A

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70.0	-8.52 C	-1.10 R	-0.03 O	0.00 A
66.7	-10.11 C	-1.19 X	-0.03 C	0.00 A
63.3	-11.74 C	-1.26 F	-0.03 C	0.00 A
60.0	-13.54 C	-1.34 X	-0.03 C	0.00 A
56.7	-15.38 C	-1.42 R	-0.03 C	0.00 A
53.3	-17.39 C	-1.50 L	-0.06 C	0.00 A
50.0	-19.48 C	-1.63 R	-0.12 O	0.00 A
46.7	-21.96 C	-1.93 L	-0.13 C	0.00 A
43.3	-24.83 C	-2.26 R	-0.09 O	0.00 A
40.0	-28.10 C	-2.49 L	-0.03 K	0.00 A
36.7	-31.46 C	-2.56 R	-0.03 G	0.00 A
33.3	-34.99 C	-2.64 L	-0.03 K	0.00 A
30.0	-38.55 C	-2.71 R	-0.03 G	0.00 A
26.7	-42.29 C	-2.79 L	-0.07 K	0.00 A
23.3	-46.12 C	-2.95 R	-0.07 S	0.00 A
20.0	-50.25 C	-3.12 X	-0.03 W	0.00 A
16.7	-54.47 C	-3.19 R	-0.03 G	0.00 A
13.3	-58.86 C	-3.26 X	-0.03 K	0.00 A
10.0	-63.29 C	-3.32 F	-0.03 G	0.00 A
6.7	-67.88 C	-3.40 X	-0.08 K	0.00 A
3.3	-72.60 C	-3.57 F	-0.21 G	0.00 A
0.0	-77.93 C	-4.09 X	0.00 A	0.00 A

FORCE/RESISTANCE RATIO IN LEGS

MAST ELEV ft	-- LEG COMPRESSION --			---- LEG TENSION ----		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
100.00	0.42	35.70	0.01	0.27	79.52	0.00
96.67	0.97	35.70	0.03	0.75	79.52	0.01
93.33	1.59	35.70	0.04	1.29	79.52	0.02
90.00	2.42	35.70	0.07	2.01	79.52	0.03
86.67	3.41	35.70	0.10	2.93	79.52	0.04
83.33	4.52	35.70	0.13	3.97	79.52	0.05
80.00	5.73	35.70	0.16	5.10	79.52	0.06
76.67	7.10	35.70	0.20	6.40	79.52	0.08
73.33	8.52	35.70	0.24	7.75	79.52	0.10
70.00	10.11	35.70	0.28	9.26	79.52	0.12
66.67	11.74	35.70	0.33	10.82	79.52	0.14
63.33	13.54	35.70	0.38	12.54	79.52	0.16
60.00	15.38	35.70	0.43	14.31	79.52	0.18

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56.67	17.39	35.70	0.49	16.24	79.52	0.20
53.33	19.48	35.70	0.55	18.25	79.52	0.23
50.00	21.96	35.70	0.62	20.59	79.52	0.26
46.67	24.83	35.70	0.70	23.22	79.52	0.29
43.33	28.10	35.70	0.79	26.31	79.52	0.33
40.00	31.46	60.09	0.52	29.58	108.24	0.27
36.67	34.99	60.09	0.58	33.02	108.24	0.31
33.33	38.55	60.09	0.64	36.50	108.24	0.34
30.00	42.29	60.09	0.70	40.14	108.24	0.37
26.67	46.12	60.09	0.77	43.88	108.24	0.41
23.33	50.25	60.09	0.84	47.90	108.24	0.44
20.00	54.47	90.09	0.60	52.03	133.78	0.39
16.67	58.86	90.09	0.65	56.32	133.78	0.42
13.33	63.29	90.09	0.70	60.64	133.78	0.45
10.00	67.88	90.09	0.75	65.12	133.78	0.49
6.67	72.60	90.09	0.81	69.69	133.78	0.52
3.33	77.93	90.09	0.87	74.73	133.78	0.56
0.00						

FORCE/RESISTANCE RATIO IN DIAGONALS

MAST ELEV ft	- DIAG COMPRESSION -			--- DIAG TENSION ---		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
100.00	0.45	4.94	0.09	0.45	4.94	0.09
96.67	0.40	4.94	0.08	0.40	4.94	0.08
93.33	0.48	4.94	0.10	0.48	4.94	0.10
90.00	0.68	4.94	0.14	0.68	4.94	0.14
86.67	0.76	4.94	0.15	0.76	4.94	0.15
83.33	0.85	4.94	0.17	0.85	4.94	0.17
80.00	0.94	4.94	0.19	0.95	4.94	0.19
76.67	1.03	4.94	0.21	1.02	4.94	0.21
73.33	1.10	4.94	0.22	1.11	4.94	0.22
70.00	1.19	4.94	0.24	1.18	4.94	0.24
66.67	1.26	4.94	0.26	1.26	4.94	0.26
63.33	1.34	4.94	0.27	1.34	4.94	0.27
60.00	1.42	4.94	0.29	1.42	4.94	0.29
56.67	1.50	4.94	0.30	1.49	4.94	0.30
53.33	1.63	4.94	0.33	1.64	4.94	0.33
50.00	1.93	4.94	0.39	1.93	4.94	0.39
46.67	2.26	4.94	0.46	2.26	4.94	0.46
43.33	2.49	4.94	0.50	2.49	4.94	0.50

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40.00	2.56	5.01	0.51	2.56	5.01	0.51
36.67	2.64	5.01	0.53	2.64	5.01	0.53
33.33	2.71	5.01	0.54	2.72	5.01	0.54
30.00	2.79	5.01	0.56	2.79	5.01	0.56
26.67	2.95	5.01	0.59	2.95	5.01	0.59
23.33	3.12	5.01	0.62	3.12	5.01	0.62
20.00	3.19	5.08	0.63	3.19	5.08	0.63
16.67	3.26	5.08	0.64	3.26	5.08	0.64
13.33	3.32	5.08	0.65	3.33	5.08	0.66
10.00	3.40	5.08	0.67	3.39	5.08	0.67
6.67	3.57	5.08	0.70	3.58	5.08	0.70
3.33	4.09	5.08	0.81	4.09	5.08	0.81
0.00						

=====

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

=====

NORTH	LOAD EAST	COMPONENTS DOWN	UPLIFT	TOTAL SHEAR
-2.38 X	-2.70 D	80.68 C	-77.43 U	2.75 X

=====

MAXIMUM TOTAL LOADS ON FOUNDATION : (kip & kip-ft)

=====

HORIZONTAL			DOWN	OVERTURNING			TORSION
NORTH	EAST	TOTAL @ 209.8		NORTH	EAST	TOTAL @ 209.7	
-4.3 M	-4.3 D	4.3 N	15.6 f	-201.7 M	-204.5 D	205.2 N	-0.4 J

=====

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 Sabre Towers and Poles on: 22 oct 2019 at: 15:08:02

=====

 ***** Service Load Condition *****

=====

* Only 1 condition(s) shown in full
 * Some wind loads may have been derived from full-scale wind tunnel testing

=====

LOADING CONDITION A =====

60 mph wind with no ice. Wind Azimuth: 0°

MAST LOADING

=====

LOAD ELEV APPLY..LOAD..AT LOADFORCES.....MOMENTS.....

20-3050-TJH-R1								
TYPE	ft	RADIUS ft	AZI	AZI	HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	105.0	0.00	0.0	0.0	0.03	0.01	0.00	0.00
C	100.0	0.00	0.0	0.0	0.06	0.15	0.00	0.00
C	90.0	0.00	0.0	0.0	0.04	0.06	0.00	0.00
C	53.0	0.00	0.0	0.0	0.02	0.01	0.00	0.00
C	50.0	0.00	0.0	0.0	0.04	0.03	0.00	0.00
C	48.0	0.00	0.0	0.0	0.05	0.15	0.00	0.00
C	45.0	0.00	0.0	0.0	0.09	0.30	0.00	0.00
C	26.5	0.00	0.0	0.0	0.02	0.01	0.00	0.00
C	24.7	0.00	0.0	0.0	0.02	0.01	0.00	0.00
C	23.6	0.00	0.0	0.0	0.02	0.01	0.00	0.00
C	4.0	0.00	0.0	0.0	0.16	0.32	0.00	0.00
D	100.0	0.00	240.0	0.0	0.01	0.03	0.00	0.00
D	90.0	0.00	240.0	0.0	0.01	0.03	0.00	0.00
D	90.0	0.00	203.7	0.0	0.01	0.03	0.00	0.00
D	80.0	0.00	203.7	0.0	0.01	0.03	0.00	0.00
D	80.0	0.00	194.1	0.0	0.01	0.03	0.00	0.00
D	66.7	0.00	194.1	0.0	0.01	0.03	0.00	0.00
D	66.7	0.00	194.1	0.0	0.01	0.03	0.00	0.00
D	50.0	0.00	194.1	0.0	0.01	0.03	0.00	0.00
D	50.0	0.00	198.8	0.0	0.01	0.03	0.00	0.00
D	40.0	0.00	215.7	0.0	0.01	0.03	0.00	0.00
D	40.0	0.00	215.0	0.0	0.01	0.04	0.00	0.00
D	26.7	0.00	215.0	0.0	0.01	0.04	0.00	0.00
D	26.7	0.00	220.9	0.0	0.01	0.04	0.00	0.00
D	6.7	0.00	224.3	0.0	0.01	0.05	0.00	0.00
D	6.7	0.00	223.3	0.0	0.01	0.05	0.00	0.00
D	0.0	0.00	223.3	0.0	0.01	0.05	0.00	0.00

ANTENNA LOADING

=====

.....ANTENNA.....			ATTACHMENT		ANTENNA FORCES.....			
TYPE	ELEV ft	AZI	RAD ft	AZI	AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
HP	80.0	0.0	3.2	0.0	0.01	0.00	0.01	0.00

MAXIMUM MAST DISPLACEMENTS:

=====

ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)---		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
100.0	-0.448 A	0.442 J	0.002 A	-0.364 A	0.360 J	0.003 D
96.7	-0.427 A	0.421 J	0.002 A	-0.364 A	0.360 J	0.003 D
93.3	-0.405 A	0.400 J	0.002 A	-0.364 A	0.359 J	0.003 D
90.0	-0.384 A	0.379 J	0.002 A	-0.363 A	0.358 J	0.004 D
86.7	-0.363 A	0.358 J	0.002 A	-0.361 A	0.357 J	0.003 D
83.3	-0.342 A	0.338 J	0.002 A	-0.360 A	0.355 J	0.004 D
80.0	-0.321 A	0.317 J	0.002 A	-0.357 A	0.352 J	0.002 D
76.7	-0.300 A	0.296 J	0.002 A	-0.353 A	0.349 J	0.004 D
73.3	-0.280 A	0.276 J	0.002 A	-0.349 A	0.345 J	0.002 D
70.0	-0.259 A	0.256 J	0.001 A	-0.344 A	0.340 J	0.004 D
66.7	-0.239 A	0.236 J	0.001 A	-0.338 A	0.334 J	0.002 D
63.3	-0.220 A	0.217 J	0.001 A	-0.331 A	0.327 J	0.004 D
60.0	-0.201 A	0.198 J	0.001 A	-0.323 A	0.319 J	0.002 D
56.7	-0.182 A	0.180 J	0.001 A	-0.314 A	0.310 J	0.004 D
53.3	-0.164 A	0.162 J	0.001 A	-0.303 A	0.299 J	0.002 D
50.0	-0.146 A	0.145 J	0.001 A	-0.291 A	0.288 J	0.005 D
46.7	-0.129 A	0.128 J	0.001 A	-0.278 A	0.274 J	0.002 C
43.3	-0.113 A	0.112 J	0.001 A	-0.263 A	0.260 J	0.005 D
40.0	-0.098 A	0.097 J	0.001 A	-0.246 A	0.243 J	0.001 D
36.7	-0.084 A	0.083 J	0.001 A	-0.232 A	0.229 J	0.004 D
33.3	-0.071 A	0.070 J	0.001 A	-0.216 A	0.213 J	0.001 D
30.0	-0.058 A	0.058 J	0.000 A	-0.199 A	0.196 J	0.004 D
26.7	-0.047 A	0.047 J	0.000 A	-0.180 A	0.178 J	0.001 D
23.3	-0.037 A	0.037 J	0.000 A	-0.159 A	0.157 J	0.005 D
20.0	-0.028 A	0.028 J	0.000 A	-0.136 A	0.135 J	0.001 D
16.7	-0.020 A	0.020 J	0.000 A	-0.118 A	0.116 J	0.004 D
13.3	-0.014 A	0.013 J	0.000 I	-0.097 A	0.096 J	0.001 D
10.0	-0.008 A	-0.008 D	0.000 I	-0.075 A	0.075 J	0.004 D
6.7	-0.004 A	0.004 J	0.000 I	-0.052 A	0.051 J	0.000 D
3.3	-0.001 B	0.001 K	0.000 E	-0.027 A	0.027 J	0.004 D
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

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MAXIMUM ANTENNA AND REFLECTOR ROTATIONS:

ELEV ft	AZI deg	TYPE *	BEAM DEFLECTIONS (deg).....			
			ROLL	YAW	PITCH	TOTAL
80.0	0.0	HP	0.357 A	0.003 C	-0.352 J	0.352 J

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
100.0	-----	-----	0.05 A	0.00 A
96.7	0.03 B	0.13 L	0.01 K	0.00 A
93.3	0.14 A	0.12 B	0.01 E	0.00 A
90.0	0.27 A	0.14 H	0.02 A	0.00 A
86.7	0.44 A	0.20 B	0.01 A	0.00 A
83.3	0.69 A	0.23 H	0.01 A	0.00 A
80.0	0.96 A	0.25 B	0.01 I	0.00 A
76.7	1.27 I	0.29 L	0.01 I	0.00 A
73.3	1.62 A	0.31 B	0.01 I	0.00 A
70.0	2.00 A	0.33 L	0.01 I	0.00 A
66.7	2.41 A	0.36 B	0.01 I	0.00 A
63.3	2.85 A	0.38 L	0.01 I	0.00 A
60.0	3.32 A	0.40 B	0.01 I	0.00 A
56.7	3.83 A	0.43 L	0.01 E	0.00 A
53.3	4.36 A	0.45 B	0.02 E	0.00 A
50.0	4.93 A	0.49 L	0.03 E	0.00 A
46.7	5.56 A	0.58 B	0.04 E	0.00 A
43.3	6.25 A	0.68 L	0.03 I	0.00 A
40.0	7.08 A	0.75 B	0.01 A	0.00 A
36.7	8.02 A	0.77 H	0.01 I	0.00 A
33.3	8.99 A	0.79 B	0.01 E	0.00 A
30.0	9.98 A	0.81 H	0.01 I	0.00 A
26.7	11.01 A	0.84 B	0.02 E	0.00 A
23.3	12.07 A	0.89 H	0.02 A	0.00 A
20.0	13.20 A	0.94 B	0.01 E	0.00 A
16.7	14.38 A	0.96 H	0.01 A	0.00 A
13.3	15.59 A	0.99 B	0.01 A	0.00 A
10.0	16.83 A	1.01 H	0.01 A	0.00 A
6.7	18.09 A	1.03 B	0.02 I	0.00 A
3.3	19.38 A	1.08 H	0.06 A	0.00 A
0.0	20.75 A	1.24 B	0.00 A	0.00 A

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MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
100.0	-----	-----	-0.05 K	0.00 A
	-0.17 H	-0.13 F		
96.7	-----	-----	-0.01 E	0.00 A
	-0.35 G	-0.12 H		
93.3	-----	-----	-0.01 K	0.00 A
	-0.55 G	-0.14 F		
90.0	-----	-----	-0.02 C	0.00 A
	-0.83 G	-0.20 H		
86.7	-----	-----	-0.01 G	0.00 A
	-1.14 G	-0.23 B		
83.3	-----	-----	-0.01 C	0.00 A
	-1.48 G	-0.25 H		
80.0	-----	-----	-0.02 K	0.00 A
	-1.87 G	-0.29 B		
76.7	-----	-----	-0.01 K	0.00 A
	-2.28 G	-0.31 L		
73.3	-----	-----	-0.01 K	0.00 A
	-2.73 G	-0.33 B		
70.0	-----	-----	-0.01 C	0.00 A
	-3.20 G	-0.36 L		
66.7	-----	-----	-0.01 K	0.00 A
	-3.71 G	-0.38 B		
63.3	-----	-----	-0.01 G	0.00 A
	-4.25 G	-0.40 L		
60.0	-----	-----	-0.01 G	0.00 A
	-4.82 G	-0.43 B		
56.7	-----	-----	-0.01 C	0.00 A
	-5.41 G	-0.45 L		
53.3	-----	-----	-0.02 K	0.00 A
	-6.06 G	-0.49 B		
50.0	-----	-----	-0.03 C	0.00 A
	-6.81 G	-0.58 L		
46.7	-----	-----	-0.04 K	0.00 A
	-7.73 G	-0.68 B		
43.3	-----	-----	-0.03 C	0.00 A
	-8.73 G	-0.74 H		
40.0	-----	-----	-0.01 G	0.00 A
	-9.74 G	-0.77 B		
36.7	-----	-----	-0.01 C	0.00 A
	-10.79 G	-0.79 H		
33.3	-----	-----	-0.01 K	0.00 A
	-11.86 G	-0.82 B		
30.0	-----	-----	-0.01 C	0.00 A
	-12.97 G	-0.84 H		
26.7	-----	-----	-0.02 K	0.00 A
	-14.13 G	-0.89 B		
23.3	-----	-----	-0.02 C	0.00 A
	-15.35 G	-0.94 H		
20.0	-----	-----	-0.01 K	0.00 A
	-16.62 G	-0.96 B		
16.7	-----	-----	-0.01 G	0.00 A
	-17.92 G	-0.98 H		
13.3	-----	-----	-0.01 G	0.00 A
	-19.25 G	-1.01 B		
10.0	-----	-----	-0.01 G	0.00 A
	-20.62 G	-1.03 H		
6.7	-----	-----	-0.02 G	0.00 A
	-22.05 G	-1.09 B		
3.3	-----	-----	-0.06 G	0.00 A
	-23.68 G	-1.24 H		
0.0	-----	-----	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

-----	LOAD	-----	COMPONENTS	-----	TOTAL
NORTH	EAST	DOWN	UPLIFT		SHEAR
-0.72 B	0.83 J	24.50 G	-21.52 A		0.83 B

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MAXIMUM TOTAL LOADS ON FOUNDATION : (kip & kip-ft)

-----HORIZONTAL-----			DOWN	-----OVERTURNING-----			TORSION
NORTH	EAST	TOTAL @ 180.0		NORTH	EAST	TOTAL @ 180.0	
-1.3 A	1.2 J	1.3 A	4.6 I	-59.9 A	59.2 J	59.9 A	0.0 D

20-3050-TJH

LPILE for Windows(Beta), Version 2018-10.009

Analysis of Individual Piles and Drilled Shafts
 Subjected to Lateral Loading Using the p-y Method
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Files Used for Analysis

Path to file locations:
 \Program Files (x86)\Ensoft\Lpile2018\files\

Name of input data file:
 20-3050-TJH.lp10

Name of output report file:
 20-3050-TJH.lp10

Name of plot output file:
 20-3050-TJH.lp10

Name of runtime message file:
 20-3050-TJH.lp10

Date and Time of Analysis

Date: October 22, 2019

Time: 15:09:25

Problem Title

Site : FS27 Buffalo Grove, IL

Tower : 100' 3600 SRWD Freestanding

Prepared for : URBAN COMMUNICATIONS, INC.

Job Number : 20-3050-TJH

Engineer : NM

Program Options and Settings

20-3050-TJH

Computational Options:

- Use unfactored loads in computations (conventional analysis)

Engineering Units Used for Data Input and Computations:

- US Customary System Units (pounds, feet, inches)

Analysis Control Options:

- Maximum number of iterations allowed = 999
- Deflection tolerance for convergence = 1.0000E-05 in
- Maximum allowable deflection = 100.0000 in
- Number of pile increments = 100

Loading Type and Number of Cycles of Loading:

- Static loading specified
- Use of p-y modification factors for p-y curves not selected
- Analysis uses layering correction (Method of Georgiadis)
- No distributed lateral loads are entered
- Loading by lateral soil movements acting on pile not selected
- Input of shear resistance at the pile tip not selected
- Input of moment resistance at the pile tip not selected
- Computation of pile-head foundation stiffness matrix not selected
- Push-over analysis of pile not selected
- Buckling analysis of pile not selected

Output Options:

- Output files use decimal points to denote decimal symbols.
- Report only summary tables of pile-head deflection, maximum bending moment, and maximum shear force in output report file.
- No p-y curves to be computed and reported for user-specified depths
- Print using wide report formats

Pile Structural Properties and Geometry

Number of pile sections defined = 1
 Total length of pile = 11.500 ft
 Depth of ground surface below top of pile = 0.5000 ft

Pile diameters used for p-y curve computations are defined using 2 points.

p-y curves are computed using pile diameter values interpolated with depth over the length of the pile. A summary of values of pile diameter vs. depth follows.

Point No.	Depth Below Pile Head feet	Pile Diameter inches
1	0.000	66.0000
2	11.500	66.0000

Input Structural Properties for Pile Sections:

Pile Section No. 1:

Section 1 is a round drilled shaft, bored pile, or CIDH pile
 Length of section = 11.500000 ft
 Shaft Diameter = 66.000000 in
 Shear capacity of section = 0.0000 lbs

Ground Slope and Pile Batter Angles

Ground Slope Angle = 0.000 degrees
 = 0.000 radians
 Pile Batter Angle = 0.000 degrees
 = 0.000 radians

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Soil and Rock Layering Information

The soil profile is modelled using 1 layers

Layer 1 is stiff clay without free water

Distance from top of pile to top of layer	=	0.500000	ft
Distance from top of pile to bottom of layer	=	60.500000	ft
Effective unit weight at top of layer	=	110.000000	pcf
Effective unit weight at bottom of layer	=	110.000000	pcf
Undrained cohesion at top of layer	=	1000.000000	psf
Undrained cohesion at bottom of layer	=	1000.000000	psf
Epsilon-50 at top of layer	=	0.010000	
Epsilon-50 at bottom of layer	=	0.010000	

(Depth of the lowest soil layer extends 49.000 ft below the pile tip)

Summary of Input Soil Properties

Layer Layer Num.	Soil Type Name (p-y Curve Type)	Layer Depth ft	Effective Unit Wt. pcf	Undrained Cohesion psf	E50 or krm
1	Stiff Clay w/o Free Water	0.5000 60.5000	110.0000 110.0000	1000.0000 1000.0000	0.01000 0.01000

Static Loading Type

Static loading criteria were used when computing p-y curves for all analyses.

Pile-head Loading and Pile-head Fixity Conditions

Number of loads specified = 2

Load No.	Load Type	Condition 1	Condition 2	Axial Thrust Force, lbs	Compute Top y vs. Pile Length
1	1	V = 5040. lbs	M = 3264000. in-lbs	7360.	No
2	1	V = 1686. lbs	M = 819155. in-lbs	2463.	No

V = shear force applied normal to pile axis

M = bending moment applied to pile head

y = lateral deflection normal to pile axis

S = pile slope relative to original pile batter angle

R = rotational stiffness applied to pile head

Values of top y vs. pile lengths can be computed only for load types with specified shear loading (Load Types 1, 2, and 3).

Thrust force is assumed to be acting axially for all pile batter angles.

Computations of Nominal Moment Capacity and Nonlinear Bending Stiffness

Axial thrust force values were determined from pile-head loading conditions

Number of Pile Sections Analyzed = 1

Pile Section No. 1:

Dimensions and Properties of Drilled Shaft (Bored Pile):

Length of Section	=	11.500000	ft
Shaft Diameter	=	66.000000	in

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Concrete Cover Thickness (to edge of long. rebar)	=	3.625000 in
Number of Reinforcing Bars	=	30 bars
Yield Stress of Reinforcing Bars	=	60000. psi
Modulus of Elasticity of Reinforcing Bars	=	29000000. psi
Gross Area of Shaft	=	3421. sq. in.
Total Area of Reinforcing Steel	=	18.039614 sq. in.
Area Ratio of Steel Reinforcement	=	0.53 percent
Edge-to-Edge Bar Spacing	=	5.174585 in
Maximum Concrete Aggregate Size	=	0.750000 in
Ratio of Bar Spacing to Aggregate Size	=	6.90
Offset of Center of Rebar Cage from Center of Pile	=	0.0000 in

Axial Structural Capacities:

Nom. Axial Structural Capacity = $0.85 F_c A_c + F_y A_s$	=	14099.444 kips
Tensile Load for Cracking of Concrete	=	-1558.721 kips
Nominal Axial Tensile Capacity	=	-1082.377 kips

Reinforcing Bar Dimensions and Positions Used in Computations:

Bar Number	Bar Diam. inches	Bar Area sq. in.	X inches	Y inches
1	0.875000	0.601320	28.937500	0.00000
2	0.875000	0.601320	28.305146	6.016445
3	0.875000	0.601320	26.435722	11.769942
4	0.875000	0.601320	23.410929	17.009036
5	0.875000	0.601320	19.362967	21.504753
6	0.875000	0.601320	14.468750	25.060610
7	0.875000	0.601320	8.942179	27.521198
8	0.875000	0.601320	3.024792	28.778977
9	0.875000	0.601320	-3.024792	28.778977
10	0.875000	0.601320	-8.942179	27.521198
11	0.875000	0.601320	-14.468750	25.060610
12	0.875000	0.601320	-19.362967	21.504753
13	0.875000	0.601320	-23.410929	17.009036
14	0.875000	0.601320	-26.435722	11.769942
15	0.875000	0.601320	-28.305146	6.016445
16	0.875000	0.601320	-28.937500	0.00000
17	0.875000	0.601320	-28.305146	-6.016445
18	0.875000	0.601320	-26.435722	-11.769942
19	0.875000	0.601320	-23.410929	-17.009036
20	0.875000	0.601320	-19.362967	-21.504753
21	0.875000	0.601320	-14.468750	-25.060610
22	0.875000	0.601320	-8.942179	-27.521198
23	0.875000	0.601320	-3.024792	-28.778977
24	0.875000	0.601320	3.024792	-28.778977
25	0.875000	0.601320	8.942179	-27.521198
26	0.875000	0.601320	14.468750	-25.060610
27	0.875000	0.601320	19.362967	-21.504753
28	0.875000	0.601320	23.410929	-17.009036
29	0.875000	0.601320	26.435722	-11.769942
30	0.875000	0.601320	28.305146	-6.016445

NOTE: The positions of the above rebars were computed by LPILE

Minimum spacing between any two bars not equal to zero = 5.175 inches
between bars 25 and 26.

Ratio of bar spacing to maximum aggregate size = 6.90

Concrete Properties:

Compressive Strength of Concrete	=	4500. psi
Modulus of Elasticity of Concrete	=	3823676. psi
Modulus of Rupture of Concrete	=	-503.115295 psi
Compression Strain at Peak Stress	=	0.002001
Tensile Strain at Fracture of Concrete	=	-0.0001152
Maximum Coarse Aggregate Size	=	0.750000 in

Number of Axial Thrust Force Values Determined from Pile-head Loadings = 2

Number	Axial Thrust Force kips
--------	----------------------------

20-3050-TJH

1	2.463
2	7.360

Summary of Results for Nominal (Unfactored) Moment Capacity for Section 1

Moment values interpolated at maximum compressive strain = 0.003
or maximum developed moment if pile fails at smaller strains.

Load No.	Axial Thrust kips	Nominal Mom. Cap. in-kip	Max. Comp. Strain
1	2.463	30755.793	0.00300000
2	7.360	30882.864	0.00300000

Note that the values of moment capacity in the table above are not factored by a strength reduction factor (phi-factor).

In ACI 318, the value of the strength reduction factor depends on whether the transverse reinforcing steel bars are tied hoops (0.65) or spirals (0.70).

The above values should be multiplied by the appropriate strength reduction factor to compute ultimate moment capacity according to ACI 318, Section 9.3.2.2 or the value required by the design standard being followed.

The following table presents factored moment capacities and corresponding bending stiffnesses computed for common resistance factor values used for reinforced concrete sections.

Axial Load No.	Resist. Factor for Moment	Nominal Moment Cap in-kips	Ult. (Fac) Ax. Thrust kips	Ult. (Fac) Moment Cap in-kips	Bend. Stiff. at Ult Mom kip-in ²
1	0.65	30756.	1.600833	19991.	506913268.
2	0.65	30883.	4.784000	20074.	509359412.
1	0.70	30756.	1.723974	21529.	505675967.
2	0.70	30883.	5.152000	21618.	508003117.
1	0.75	30756.	1.847115	23067.	488673073.
2	0.75	30883.	5.520000	23162.	491113851.

Summary of Pile-head Responses for Conventional Analyses

Definitions of Pile-head Loading Conditions:

Load Type 1: Load 1 = Shear, V, lbs, and Load 2 = Moment, M, in-lbs
Load Type 2: Load 1 = Shear, V, lbs, and Load 2 = Slope, S, radians
Load Type 3: Load 1 = Shear, V, lbs, and Load 2 = Rot. Stiffness, R, in-lbs/rad.
Load Type 4: Load 1 = Top Deflection, y, inches, and Load 2 = Moment, M, in-lbs
Load Type 5: Load 1 = Top Deflection, y, inches, and Load 2 = Slope, S, radians

Load Case No.	Load Type 1	Pile-head Load 1	Load Type 2	Pile-head Load 2	Axial Loading lbs	Pile-head Deflection inches	Pile-head Rotation radians	Max Shear in Pile lbs	Max Moment in Pile in-lbs
1	V, lb	5040.	M, in-lb	3264000.	7360.	2.4123	-0.02928	-48533.	3315209.
2	V, lb	1686.	M, in-lb	819155.	2463.	0.01131	-1.44E-04	-11920.	836951.

Maximum pile-head deflection = 2.4122938332 inches
Maximum pile-head rotation = -0.0292800568 radians = -1.677624 deg.

The analysis ended normally.

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

100' 3600 SRWD Freestanding URBAN COMMUNICATIONS, INC. FS27 Buffalo Grove, IL (20-3050-TJH) 1

Overall Loads:

Factored Moment (ft-kips)	204
Factored Axial (kips)	5.52
Factored Shear (kips)	3.78
Bearing Design Strength (ksf)	3.75
Water Table Below Grade (ft)	999
Width of Mat (ft)	10
Thickness of Mat (ft)	1.5
Depth to Bottom of Slab (ft)	6
Quantity of Bolts in Bolt Circle	12
Bolt Circle Diameter (in)	50
Top of Concrete to Top of Bottom Threads (in)	60
Diameter of Pier (ft)	5.5
Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	4.5
Quantity of Bars in Mat	12
Bar Diameter in Mat (in)	1
Area of Bars in Mat (in ²)	9.42
Spacing of Bars in Mat (in)	10.27
Quantity of Bars Pier	30
Bar Diameter in Pier (in)	0.875
Tie Bar Diameter in Pier (in)	0.625
Spacing of Ties (in)	12
Area of Bars in Pier (in ²)	18.04
Spacing of Bars in Pier (in)	6.06
f' _c (ksi)	4.5
f _y (ksi)	60
Unit Wt. of Soil (kcf)	0.11
Unit Wt. of Concrete (kcf)	0.15

Volume of Concrete (yd³) 9.96**Two-Way Shear Action:**

Average d (in)	14
ϕv_c (ksi)	0.228
$\phi v_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}$	0.342
$\phi v_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}$	0.241
$\phi v_c = \phi 4f'_c{}^{1/2}$	0.228
Shear perimeter, b _o (in)	251.33
β_c	1

One-Way Shear:

ϕV_c (kips)	191.6
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Stability:

Overturning Design Strength (ft-k)	372.0
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Max. Net Bearing Press. (ksf)	1.98
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Allowable Bearing Pressure (ksf)	2.50
Safety Factor	2.00
Ultimate Bearing Pressure (ksf)	5.00
Bearing Φ_s	0.75

Minimum Pier Diameter (ft)	5.50
Equivalent Square b (ft)	4.87
Square Pier? (Y/N)	N

Recommended Spacing (in)	5 to 12
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Minimum Pier A _s (in ²)	17.11
Recommended Spacing (in)	5 to 12

v _u (ksi)	0.017
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V _u (kips)	17.7
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Total Applied M (ft-k)	228.6
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Pier Design:

ϕV_n (kips)	397.7	V_u (kips)	3.8
$\phi V_c = \phi 2(1 + N_u / (2000 A_g)) f'_c{}^{1/2} b_w d$	397.7		
V_s (kips)	0.0	*** $V_s \text{ max} = 4 f'_c{}^{1/2} b_w d$ (kips)	935.1
Maximum Spacing (in)	11.09	(Only if Shear Ties are Required)	
Actual Hook Development (in)	13.00	Req'd Hook Development l_{dh} (in)	10.96
		*** Ref. To Spacing Requirements ACI 11.5.4.3	

Flexure in Slab:

ϕM_n (ft-kips)	567.6	M_u (ft-kips)	38.9
a (in)	1.23		
Steel Ratio	0.00561		
β_1	0.825		
Maximum Steel Ratio (ρ_t)	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	27.75	Required Development in Pad (in)	26.83

Condition	1 is OK, 0 Fails
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
Interaction Diagram	1
Two-Way Shear Action	1
One-Way Shear Action	1
Overtaking	1
Flexure	1
Steel Ratio	1
Length of Development in Pad	1
Hook Development	1

RESUMES

Summary of Experience

Melissa Bauer, Senior Scientist has had extensive experience in the environmental field since 1999. Her experience includes conducting environmental site assessments, property condition assessments, asbestos surveys, lead-based paint surveys, limited indoor air quality evaluations, visual mold inspections, hazardous materials inspections, abatement/remediation project oversight and monitoring, clearance inspections and sampling, data management, watershed studies, and ecological projects as well as preparing reports and project documents. She has been assigned to projects involving remedial investigations with tasks including groundwater and soil vapor sampling, monitoring well installations and development of wells.

At EBI Consulting, Ms. Bauer serves as a Senior Scientist within the West Telecom Environmental group. Her primary responsibilities in this role include conducting Phase I ESAs and NEPA Compliance Reviews. Additionally, Ms. Bauer serves as the Phase I ESA Mentor for the West Telecom Environmental group. In this role Ms. Bauer is responsible for training and mentoring regional Scientists in conducting Phase I ESAs.

Relevant Project Experience

Ms. Bauer has prepared Phase I ESA Reports for a wide range of properties and clients. These assessments focused on evaluating site conditions, potential off-site liabilities, and environmental control systems in order to advise prospective buyers, operators, and owners of potential and existing environmental concerns. Her assessment experience includes industrial, commercial, utility, and telecommunications developments.

In addition to environmental assessments, Ms. Bauer has extensive experience completing NEPA Compliance Reviews, asbestos and lead surveys, Phase II ESAs (subsurface investigations), and limited microbial surveys.

Education

BS, Environmental Science, University of Maryland - Baltimore County

Professional Registrations

OSHA 40-Hour Hazardous Materials Training

OSHA 30-Hour Construction Class

EPA AHERA Certified Building Inspector/Contractor Supervisor/Management Planner/Project Designer

California Certified Asbestos Consultant (CAC)

Asbestos Abatement Consultant – State of Nevada

Asbestos Inspector – State of Utah

EPA Certified Lead Inspector/Risk Assessor – States of Arizona, Nevada, New Mexico, and Region 9 Tribal Lands

Niton Certificate of Achievement

8-Hour Current Understanding and Advances in Mold Assessment, Sampling and Analysis

20-Hour Microbial Investigator/Consultant Training

OSHA RF Site Safety Awareness Trained

SUMMARY OF EXPERIENCE

Mr. Gregory McKee, Scientist II, has extensive experience in environmental investigations, site assessments and National Environmental Policy Act (NEPA) reports for the real estate and telecommunications industries since 2012.

Relevant Project Experience

Environmental Site Assessments: Mr. McKee has conducted ASTM and Client-specific Phase I Environmental Site Assessment, Preliminary Environmental Site Screenings, and soil samplings for various clients at a variety of properties throughout the United States. These properties have included industrial, manufacturing, commercial, retail, telecommunications facility and undeveloped land. Mr. McKee has also performed asbestos surveys and conducted bulk lead-based paint sampling.

NEPA Screening Reports: Mr. McKee has prepared NEPA Screening Reports for telecommunication sites throughout the United States. These reports ensure compliance with Federal Communications Commission (FCC) requirements under NEPA and include an analysis of historic properties, wetlands, endangered species habitats, floodplains, and other sensitive areas of environmental concern where there is the potential for impact from the installation of telecommunications equipment.

Radio Frequency Electromagnetic Energy Compliance: Mr. McKee has conducted electromagnetic energy surveys at telecommunication sites to determine the levels of radiation being emitted from antennas and associated equipment. As a result of these surveys, his work has included preparing compliance report for telecommunication sites and deploying appropriate notification at the sites to meet OSHA, FCC and local requirements.

Education

B.A., Environmental Studies – University of Pittsburgh

Professional Registrations

EPA/AHERA Certified Asbestos Inspector in Pennsylvania, Maryland, Virginia, Alabama and Mississippi

SUMMARY OF EXPERIENCE

Robert Helfrich, Program Manager has extensive experience specializing in conducting and managing environmental pre-acquisition assessments/due diligence assignments throughout the United States since 1997. He has successfully completed and managed thousands of project assignments including National Environmental Policy Act (NEPA) screenings for telecommunications carriers, Phase I, Phase II and Phase III Environmental Site Assessments as well as remedial projects performed in accordance with the Connecticut Department of Energy and Environmental Protection (CTDEEP) Remediation Standard Regulations (RSRS).

Prior to joining EBI, Mr. Helfrich was Supervisor of the Site Assessment and Investigation Group and Manager of the Telecommunications Sector with a firm in Connecticut. In these positions he was primarily responsible for coordination and oversight of environmental site assessments, subsurface investigations and remediation programs. Mr. Helfrich also implemented and provided oversight for FCC NEPA compliance reporting and archaeological assessment programs with his previous firm. In addition, Mr. Helfrich frequently deals with environmental transactions that involve the Connecticut Transfer Act and works closely with clients, attorneys and CTDEP personnel to satisfy the requirements of those regulations.

RELEVANT PROJECT EXPERIENCE

MULTIPLE PROJECTS IN CONNECTICUT: Mr. Helfrich oversaw environmental site assessments and NEPA evaluations for approximately one-hundred telecommunications towers in Connecticut as part of a large compliance campaign by one wireless carrier. In addition to conducting field work and report writing, Mr. Helfrich assisted and managed other scientists in order to complete the project under a short time frame.

VERIZON WIRELESS CLIENT MANAGEMENT: Mr. Helfrich first began performing Phase I Environmental Site Assessments for proposed telecommunications towers and collocation facilities in 1998. Mr. Helfrich has completed and managed thousands of environmental assessments of proposed sites across Connecticut, Massachusetts, Rhode Island, Vermont, New Hampshire, Maine and New York. He has also performed and coordinated hundreds of NEPA Assessments, numerous Phase II investigations and has overseen remedial efforts at several sites.

MULTI-PHASE ENVIRONMENTAL SITE ASSESSMENT, SOIL REMEDIATION AND CTDEEP TRANSFER ACT VERIFICATION. Project Manager for Phase I site assessment, Phase II subsurface investigation, and subsequent additional investigation to determine the extent and degree of pesticide contamination on a former gasoline filling station and auto body repair facility. Remediation involved the removal of impacted soil for off-site disposal followed by post-remediation groundwater monitoring. A Discontinuance of Groundwater Monitoring Application and Verification report were submitted to the CTDEP and were approved.



Robert Helfrich
Program Manager

EDUCATION

B.S. Civil Engineering, Lafayette College

PROFESSIONAL REGISTRATIONS

TSCA Title II 40 CFR Part 763 Asbestos Site Inspector Training and annual refresher training

OSHA 29 CFR 1910.120 40-Hazardous Waste Site Operations (HAZWOPER) training and annual HAZWOPER refresher training

OSHA 29 CFR 1910.132 (f)(1) and 1910.268 (p)(3) RF Site Safety Awareness

U.S. Department of Housing and Urban Development Visual Assessment Course 24 CFR Part 35

2005 "Processes and Contaminants of the Metal Finishing, Surface Coating, and Dry Cleaning Industries", Southbury Environmental

2004, "Current Understanding and Advances in Mold Assessment, Sampling and Analysis", Severn Trent Laboratories

2002, "Expedited Site Assessment" presented by the University of Connecticut

2000 "Introduction to Conceptual Site Modeling," SWEP

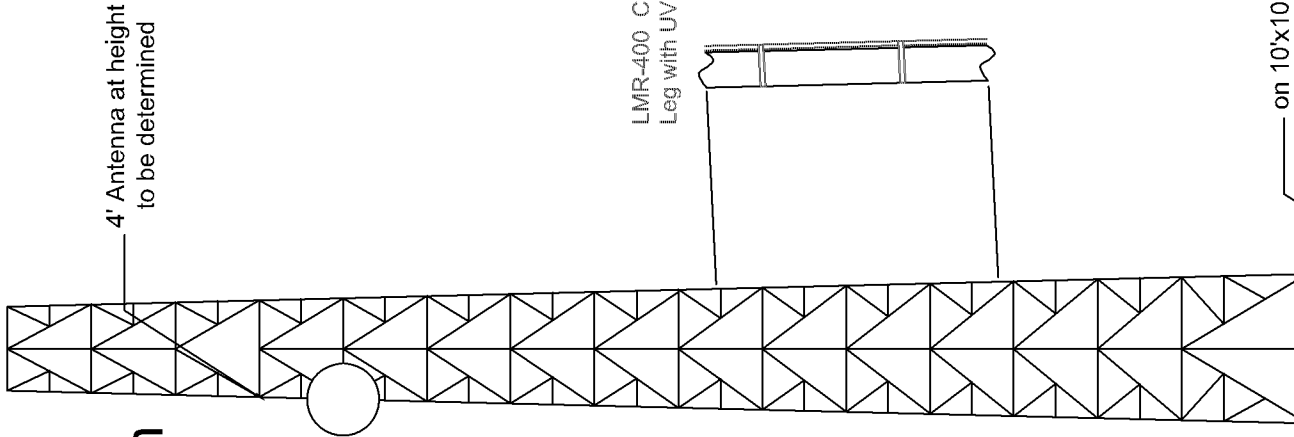
1999, "Successful Project Management" presented by Zweig White & Associates

1999, "Remediation Standard Regulations Fundamental Review" by Environmental Professionals' Organization of Connecticut (EPOC)

1998, "Geoprobe Days" presented by Geoprobe Systems

1998, "Remediation Technologies for Volatile Organic Compounds in Soil & Groundwater including Soil Vapor Extraction, Air Sparging, Bioremediation and Natural Attenuation" by EPOC

Proposed 100' Communication Tower



Equipment Specifications

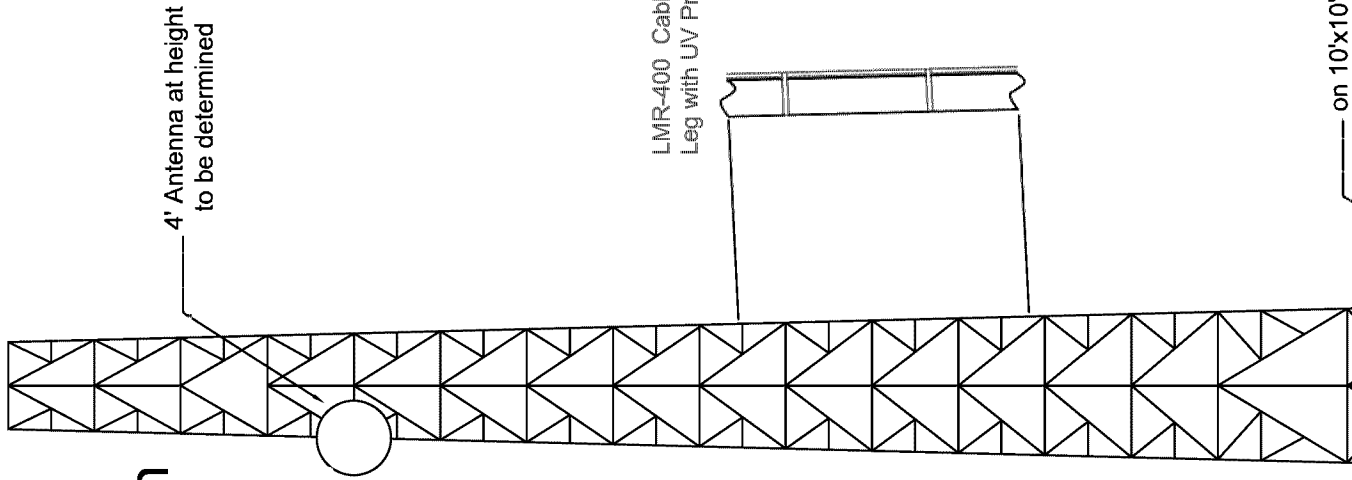
Owner to provide space required for iFiber Equipment at their existing IT closet, including one 110V Quad Receptacle wired to separate 20A grounded circuit.

- 100' Self Supported Tower with Foundation, U-4.5
- Horizon Quantum 400 11Ghz, Dual Channel, Single Radio w/Adv Antenna, 11Ghz, 4' Antenna
- Grounding Kit and Cable Ties
- Anti-Climb Shields
- APC Full Sine Wave UPS RT2200VA RM 120V w/SNMP Card
- UPS Configuration
- Indoor Open Rack

Fire Station 26

New 100' Comm
on 10'x10' Con

Proposed 100' Communication Tower



Equipment Specifications

Owner to provide space required for iFiber Equipment at their existing IT closet, including one 110V Quad Receptacle wired to separate 20A grounded circuit.

- 100' Self Supported Tower with Foundation, U-4.5
- Horizon Quantum 400 11Ghz, Dual Channel, Single Radio w/Adv Antenna, 11Ghz, 4' Antenna
- Grounding Kit and Cable Ties
- Anti-Climb Shields
- APC Full Sine Wave UPS RT2200VA RM 120V w/SNMP Card
- UPS Configuration
- Indoor Open Rack

Extend con
for

Fire Station

LANDMARK

ENGINEERING LLC

DATE: NOVEMBER 8, 2019

SUBJECT: BUFFALO GROVE FIRE STATION #26 – 109 DEERFIELD RD. BUFFALO GROVE, IL

The following is the 1A FAA certificate for the above listed site.

GEOGRAPHIC COORDINATES
CENTER OF PROPOSED FREE STANDING TOWER

	DEGREES	MINUTES	SECONDS	
LATITUDE	N 42°	10'	15.91"	NAD 83
LONGITUDE	W 87°	57'	21.05"	NAD 83

Latitude N 42.17109 NAD 83
 Longitude W 87.95585 NAD 83

ELEVATION OF GROUND 684 (NAVD 88) 0 (AGL)

FIELD DATE: OCTOBER 31, 2019

RE: BUFFALO GROVE FIRE STATION #26
 (SITE NAME)

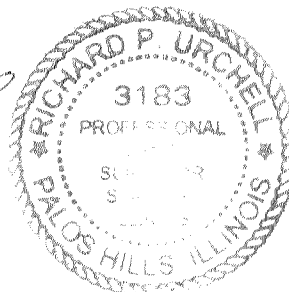
(SITE NO.)

LOCATION: BUFFALO GROVE
 (CITY)

ILLINOIS
 (STATE)

I CERTIFY THAT THE LATITUDE OF NORTH 42 DEGREES 10 MINUTES 15.91 SECONDS (42.17109°) AND THE LONGITUDE OF WEST 87 DEGREES 57 MINUTES 21.05 SECONDS (87.95585°) (**NAD 83**) ARE ACCURATE TO WITHIN PLUS OR MINUS 15 FEET HORIZONTALLY; AND THAT THE GROUND ELEVATION OF 684 FEET AMSL IS ACCURATE TO WITHIN PLUS OR MINUS 3 FEET VERTICALLY. THE HORIZONTAL DATUM (COORDINATES) ARE IN TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND ARE EXPRESSED AS DEGREES TO THE NEAREST 0.00001 AND AS DEGREES AND MINUTES AND SECONDS TO THE NEAREST HUNDREDTH OF A SECOND. THE VERTICAL DATUM (HEIGHTS) ARE IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE DETERMINED TO THE NEAREST FOOT.


 RICHARD P. URCELL
 P.L.S.



19-10-116

Attachment: Exhibit A Plan Set (O-2020-15 : Ordinance Approving a Special Use and Variation for a Antenna at 1051 Highland Grove)

LANDMARK

ENGINEERING LLC

DATE: NOVEMBER 8, 2019

SUBJECT: BUFFALO GROVE FIRE STATION #27 – 100 HALF DAY ROAD BUFFALO GROVE, IL

The following is the IA FAA certificate for the above listed site.

GEOGRAPHIC COORDINATES CENTER OF PROPOSED FREE STANDING TOWER

	DEGREES	MINUTES	SECONDS	
LATITUDE	N 42°	11'	48.10"	NAD 83
LONGITUDE	W 87°	57'	39.38"	NAD 83

Latitude N 42.19669 NAD 83
Longitude W 87.96094 NAD 83

ELEVATION OF GROUND 692 (NAVD 88) 0 (AGL)

FIELD DATE: OCTOBER 31, 2019

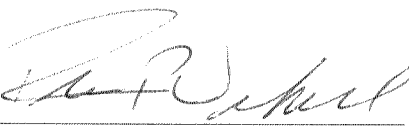
RE: BUFFALO GROVE FIRE STATION #27
(SITE NAME)

(SITE NO.)

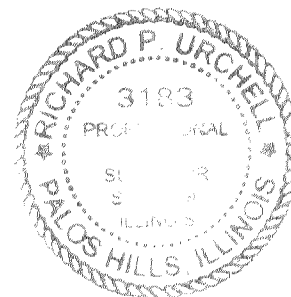
LOCATION: BUFFALO GROVE
(CITY)

ILLINOIS
(STATE)

I CERTIFY THAT THE LATITUDE OF NORTH 42 DEGREES 11 MINUTES 48.10 SECONDS (42.19669°) AND THE LONGITUDE OF WEST 87 DEGREES 57 MINUTES 39.38 SECONDS (87.96094°) (**NAD 83**) ARE ACCURATE TO WITHIN PLUS OR MINUS 15 FEET HORIZONTALLY; AND THAT THE GROUND ELEVATION OF **692 FEET** AMSL IS ACCURATE TO WITHIN PLUS OR MINUS 3 FEET VERTICALLY. THE HORIZONTAL DATUM (COORDINATES) ARE IN TERMS OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND ARE EXPRESSED AS DEGREES TO THE NEAREST 0.00001 AND AS DEGREES AND MINUTES AND SECONDS TO THE NEAREST HUNDREDTH OF A SECOND. THE VERTICAL DATUM (HEIGHTS) ARE IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE DETERMINED TO THE NEAREST FOOT.



RICHARD P. URCELL
P.L.S.



19-10-117

Attachment: Exhibit A Plan Set (O-2020-15 : Ordinance Approving a Special Use and Variation for a Antenna at 1051 Highland Grove)

**Village of Buffalo Grove
Planning & Zoning Commission
Public Hearing**

Date: February 5, 2020

Location: Village Hall

Chairman Cesario called the hearing to order at 7:30pm in the Village Council Chambers, Buffalo Grove Municipal Building, 50 Raupp Boulevard, Buffalo Grove, Illinois.

Roll Call

Present: Commissioners Au, Cohn, Goldspiel, Khan, Moodhe, Chairman Cesario

Absent: Commissioners Richards, Weinstein, and Worlikar

Also Present: Ms. Nicole Woods, Deputy Director Community Development; Ms. Rati Akash, Village Planner; David Weidenfeld, Village Trustee

Metro Storage

Subject: Text Amendment for a Special Use in I District & Approval of Special Use

Bob Heilman (Metro Storage) was sworn in. Mr. Heilman presented his petition for retail use as ancillary to Special Use.

Commissioner Moodhe asked if this was standard practice for the storage industry. Mr. Heilman said it was standard for most storage facilities and start for all of Metro Storage. Commissioner Moodhe asked if there would be advertising anticipated. Mr. Heilman said that this was typically not advertised except for maybe a small sliding sign as this was offered for the convenience of customers.

Village Staff said that there were no negative comments received from the community.

Chairman Cesario asked if this was where people would normally go for moving supplies. Mr. Heilman said that actually most people go to a big box store or Uhaul.

Chairman Cesario entered the Village Staff Report as Exhibit 1; he entered the picture submitted as Exhibit 2.

The first public hearing closed at 7:38pm

Commissioner Khan made a motion for positive recommendation to the Village Board for the text amendment to Section 17.48.020C (Special Uses) in the Industrial District, which adds language concerning incidental retail uses and approval of a special use for an incidental retail use at an existing storage facility in the Industrial District, subject to the conditions in the Staff Report.

Commissioner Moodhe seconded the motion.

Aye: Au, Cohn, Goldspiel, Khan, Moodhe, Cesaro

Nay: None

Abstain: None

The motion passed 6:0:0.

Fire Station 27

Subject: Height Variation for a Public Safety Communication Consider Antenna to Exceed the Maximum Permissible Height

Chairman Cesario swore in those testifying in the case – Mike Skibbe (Deputy Director of Public Works) and Ed Mervin (Urban Communications). Mr. Skibbe presented the proposal.

Commissioner Au asked for clarification on the new site location and asked if, with construction of this new tower, if the old one would come down. Mr. Skibbe said that there would be a short time where both towers would be up until the existing communications came down. Mr. Mervin explained the process for installation and said that this would take less than 30 days. The engineering firm had deemed this a safety hazard, so it needed to come down as quickly as possible.

Commissioner Moodhe asked how tall the emergency siren was. Mr. Skibbe said that this was 60 feet. Commissioner Moodhe asked if this was tower would house the meter readings. Mr. Skibbe said that this tower only hosted the dispatch and was critical for community safety. The department planned to work closely with NEMA to ensure this was in full operation after installation.

Commissioner Cohn said that the report mentioned radio frequency radiation and asked if a radio frequency emissions test had been done. Mr. Mervin said that this would be done by the FCC during the licensing phase; in order to be licensed by the FCC, the tower would need to follow all guidelines.

Chairman Cesario asked about the second tower.

Fire Station 26

Subject: Special Use in the R District and Height Variation for a Public Safety Communication Antenna

Mr. Skibbe said that Fire Station 26 had an existing tower that was 80 feet high; however, the engineering firm questioned the durability of the guidewire. Cognizant of previous issues with the guidewire, the department was proposing the same tower as at Fire Station 27 but on the ground just south of the fire station.

Chairman Cesario asked how this compared to the height of the current tower. Mr. Skibbe showed the picture comparing the two and noted that it would reach roughly the same

height when taking into consideration the height of the building. He said that the tallest tower in the Village was 125 feet, but most were 60 feet.

Commissioner Goldspiel asked what wind this was meant to withstand. Mr. Mervin said that this met the highest standard allowed in the United States for cell towers – which was a 125-mph wind. The foundation would be built based on the soil conditions to meet this standard. Commissioner Goldspiel also asked about the water table measurements in the report. Mr. Mervin said that this would need be handled by final engineering. Commissioner Goldspiel had a concern about the water table in Lake County being high. Mr. Mervin said that this would be submitted to the Village, but the tower could be built to whatever geo-specifications were needed.

Commissioner Au asked if these two towers were replacing the current towers, and the new lifespan of the towers was. Mr. Mervin said that, if properly maintained, the towers should last 40 to 50 years. The manufacturer of these towers was the same manufacturer that built most of the cell towers in the United States.

Staff said that there had been several inquiries about this petition, but no concerns had been brought to their attention.

Chairman Cesario asked about the tree canopy and if the tower would be impaired if it was 60 feet tall. Mr. Mervin said that any interference would be handled by a private gigabyte network as a protected backbone for safety between the stations. A better signal could be transmitted from the water location.

Chairman Cesario entered the Staff report on Fire Station 27 as Exhibit One.

Jeff Braiman was sworn in and expressed that he was not objecting to the height but to the structure itself. He felt that there were better places to locate the tower. The proposed location was very close to Aster Place near Canterbury and was visible. He thought that this was an eye sore and would be better suited near the train station or fire training center (CAFT) ComEd easement. He understood the need for the new tower and the height, but he did not like this being directly next to a residential area.

Mr. Skibbe said that this location was because of the automated meter reading as this needed to be centralized for Buffalo Grove and parts of Palatine. This was also the primary data source for the administration of the fire station so needed to be directly connected to the facility.

Commissioner Moodhe asked about Hamm radio technology. Mr. Mervin said that the current connection used CAT-5 wire to communicate with the radios that were more compact for efficiency. The location was imperative for the network design because the fire network needed the communication backbone, but the current tower did not meet the G2 standard. He reiterated the safety concerns about the tower on the roof. He also noted that the base of the tower was 36 inches.

Commissioner Moodhe asked what the cost would hypothetically be to relocate the tower at Fire Station 26 to the CAFT center. Mr. Skibbe said that it would likely be over \$100,000 to reroute the appropriate network. Commissioner Moodhe confirmed that the current proposal would be the most dollar efficient.

Chairman Cesario said that replacing the towers at a risk of them falling was important but asked about the petitioner's thoughts on moving locations. Mr. Skibbe said that the main concern with the rooftop tower was the guidewire. Originally, the department was looking to improve the mounting points, but that cost was approximately \$10,000. Since the tower was over 30 years old and near the end of its lifespan, the smarter bet was to invest \$30,000 in a new tower and up to the new standards, in the same location.

Chairman Cesario asked about the feasibility for alternate locations. Mr. Skibbe said that in addition to the tower, a connection to the fire station would require a fiber line run along the county highway which would cost approximately \$25 to \$30 per foot as a standard rate. Mr. Mervin said that a microwave option was looked at for the existing tower, but the cost of this would be \$35,000 to \$40,000 plus labor costs. The intent was to meet the safety standards with the most reasonable cost.

The resident did not feel that the Metra train station would be a bad alternative even with a slightly higher cost. Mr. Skibbe said he was unsure if the Metra Station location would be close enough to provide sufficient services.

Commissioner Moodhe asked how tall the tower was outside of Village Hall. It was determined that this was 125 feet tall and approximately 6 feet wide. It was noted that a structure half this size was what was being proposed.

The second public hearing closed at 8:17 pm.

Commissioner Khan asked the Village Staff for clarification regarding the motions required. Ms. Akash noted that the tower at Fire Station 27 was in the Industrial District so did not require a special use but a height variance only. The tower at Fire Station 26 was in a residential area so required both a special use and a height variance.

Commissioner Khan moved to grant a variation to Zoning Ordinance Section 17.32 to allow for the installation of a public utility facility (Public Safety Communication Antenna) at Fire Station 27 to exceed the maximum permissible height of 60 feet, subject to the conditions in the Staff Report.

Commissioner Moodhe second.

Chairman Cesario said that this was a significant structure, but it did not feel too imposing.

Commissioner Goldspiel asked if there would be a fence around the base of the tower. The petitioner confirmed that there would be anti-climbing features added.

Commissioner Moodhe said that these towers were critical for safety communications. The way that the networks were occurring and complex, this was required for community reliance.

Aye: Au, Cohn, Goldspiel, Khan, Moodhe, Cesario

Nay: None

Abstain: None

The motion carried 6:0:0.

Commissioner Goldspiel asked how far the base of the tower was from the residence. Ms. Akash said that this was approximately 195 feet from Highland Grove property with setback requirements in place. It was 132 feet from the closest property line. Commissioner Moodhe believed that this was further than the one approved near Vernon Township. There was some discussion regarding this.

Chairman Cesario clarified that the height of the structure was the same height as the current when taking the 25-foot building height into consideration.

Chairman Cesario entered the Staff report on Fire Station 26 as Exhibit One.

The third public hearing closed at 8:29 pm.

Commissioner Khan moved to grant a special use for a Public Utility Facility (Public Safety Communication Antenna) at Fire Station 26 in a Residential District and a variation to the Zoning Ordinance Section 17.32 to allow for the installation of a communication antenna at Fire Station 26 to exceed the maximum permissible height of 60 feet.

Commissioner Moodhe second.

Aye: Au, Cohn, Goldspiel, Khan, Moodhe, Cesario

Nay: None

Abstain: None

The motion carried 6:0:0.

Chairman Cesario thanked everyone for their input.

The Public Hearings closed at 8:32pm

Other Matters for Consideration

None

Minutes

No minutes were available to approve.

Commissioner Moodhe asked about approving the minutes from the previous meeting before the cancellations. Ms. Woods said that the December 18 minutes would be brought forward at the next meeting.

Chairman's Report

None

Committee and Liaison Reports

Commissioner Khan said that he attended the Village Board meeting, and the marijuana facility location change was approved 5:1.

Staff Report/Future Agenda Schedule

Ms. Woods said that the Village was working on the Comprehensive Plan. The Existing Conditions report had been completed and shared with the Board. The Steering Committee was meeting on Tuesday before making it available to the public.

Ms. Woods said that she would love to get feedback on the Features Website Pilot Project to see if the outreach was working. Chairman Cesario noted that people tended to take the path of least resistance, and new formats took time to gain traction. Commissioner Au said that the same people seemed to be commenting and responding in the public formats.

Ms. Akash asked everyone to mark their calendars for April 1 for Census 2020. Residents would start seeing mailings in March. The Village was trying to reach out to residents to ensure that everyone participates. It was a confidential process but a critical one to allow the Village to properly handle community needs.

Public Comments and Questions

None

Adjournment

At 8:39pm, a motion was made by Commissioner Moodhe to adjourn the meeting. Commissioner Khan seconded. Motion passed unanimously.



Ordinance No. O-2020-16 : Sewer and Catch Basin Cleaner Equipment Purchase

Recommendation of Action

Staff recommends approval.

Staff recommends that the Village Board authorize the Village Manager to order a replacement vehicle 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 \$429,850.00. This vehicle will be funded through the vehicle reserve.

ATTACHMENTS:

- 435 Ordinance (DOCX)
- 2020 DPW Central Garage 435 v4 Replacement Memo(DOCX)
- SPC_2020-Sewer-Truck-161-162-Ext-3-Standard-Signed-11-19-19-docx (PDF)
- Standard Equipment - Buffalo Grove - no flooring (1) (PDF)
- Vactor 2100i Quote (PDF)
- Option List (PDF)

Trustee Liaison

Pike

Staff Contact

Michael Reynolds, Public Works

Tuesday, February 18, 2020

ORDINANCE 2020-_____

A ORDINANCE AUTHORIZING THE PURCHASE OF A CATCH BASIN/SEWER CLEANER FROM STANDARD EQUIPMENT COMPANY OF CHICAGO, IL

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

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

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

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

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

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

SECTION 2. The Village Manager is authorized to purchase a Catch Basin/Sewer Cleaner at a price not to exceed \$429,850 from Standard Equipment Company of Chicago, 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: _____, 2020

APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

TO: Brett Robinson, Purchasing Manager

FROM: Robert Whalen, Fleet Manager

DATE: February 6 , 2020

RE: Department of Public Works, Sewer Section Vehicle Replacement
Unit 435

On behalf of the Department of Public Works, Sewer Section, I am requesting the replacement of unit 435. This unit, a 2007 International 7400 three axel chassis equipped with a Camel sewer and catch basin cleaner unit, known in the industry as a combination machine, has 49,395 miles on the odometer an 5405 hours on the engine hour meter and has served this section's needs and the residents for the past thirteen years. This unit is shared between the Sewer and Drainage Utility Sections used to clean underground sanitary and storm sewers, reducing the likelihood of basement back-ups and flooding, and used in the Water Utilities Section as it has a hydro excavation unit for the repair underground utilities.

This unit, originally proposed as having a fifteen year life span has been recommended for accelerated replacement due to maintenance concerns and ever increasing down time due to parts and service availability. The Fleet Replacement Plan includes the replacement of this vehicle in 2020. However, due to the cost of this vehicle and expected long lead time, it was budgeted over two years (2020 & 2021). The approved 2020 Capital Budget includes \$250,000 towards the acquisition of this unit.

This unit plays a vital role in the day-to-day operations of all the Utility Sections. As mentioned earlier, the increasing non-availability of the unit due to break downs and the increasing costs associated with its repair has necessitated a change in its acquisition strategy. It is paramount that this vehicle be acquired in this fiscal year. If approved, delivery is expected in late August or early September.

To accomplish this purchase in 2020 with little or no impact on the current vehicle replacement budget, the following replacement modifications will be made. First the actual cost of this unit as quoted is roughly seventy thousand dollars less (\$429,850 vs \$500,000) than anticipated in the budget. Second, the replacement of a backhoe (\$130,000) will be deferred to 2021. Finally, the Department realized a savings (\$50,000) on a Fleet purchase.

Based upon the discussion presented in this memo, it is recommended that the Village Board approve the purchase of this unit as specified from Standard Equipment Company of Chicago, IL, through the Suburban Purchasing Cooperative, Contract #162, for a cost not to exceed \$429,825.00. The purchase and delivery of the completed unit will be in the 2020 Budget year. The existing unit will be sold at auction for asset recovery.

Cc: Mike Reynolds, Director of Public Works
Mike Skibbe, Deputy Director of Public Works
Dave Haisma, Utility Superintendent
Jeff Rogers, Sewer & Drainage Section Manager

g:\common\garage\units new



A Joint Purchasing Program For Local Government Agencies

November 21, 2019

Mr. Gerald W. Donlon
President
Standard Equipment Company
2033 West Walnut Street
Chicago, IL 60612

Dear Mr. Donlon,

This is to inform you that the Suburban Purchasing Cooperative (SPC) Governing Board has approved the third and final one- year contract extensions to Standard Equipment, Chicago, on the 10 Yard Fan Catch Basin/Sewer Cleaner (contract #161) and 12 Yard Fan Catch Basin/Sewer Cleaner (contract #162) from December 9, 2020 through December 8, 2020, with no price increase at this time.

Standard Equipment will handle billing. Each vehicle sold/leased will be assessed a \$750.00 per vehicle sold to members and \$1,000 per vehicle to non-members administrative fee per vehicle which has already been added into the cost of each vehicle. The fee shall be paid directly by the vendor to the SPC on a quarterly basis.

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

Sincerely,

Northwest Municipal Conference
Purchasing Director

Ellen Dayan, CPPB

11/21/19

Date

Gerald W. Donlon

11/22/19
Date

**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) 729-3535



535 East South Frontage Road, Bolingbrook, IL 60440
42400 Hwy 41, Wadsworth, IL 60083

Date: 1/13/2019

To: Standard Equipment Company
Attn: Brandon Shelton & Bob Donlon
2033 W Walnut Street
Chicago, IL 60612

JX Truck Center is pleased to present the following proposal for (1) New 2021 Peterbilt 348 chassis with the attached specifications.

This chassis quote includes a volume price discount that meets or exceeds the Sourcewell discount and may be used as a "sourced good" by Standard Equipment as the primary contractor.

New Truck Sales Price	\$98,840
Doc fee:	\$179

Proposal Total: \$99,019

No floor plan is included.

PDI is included.

FET is not included

Sales tax is not included

Full payment is due upon delivery and acceptance of chassis by end-customer. (prior to body installation)

This quote is valid for 90 days

Sincerely,

Darren Simon | Corporate Vocational Sales Manager
JX Enterprises, Inc
Cell: (815) 375-1490
dsimon@jxe.com | **Your Partner for the Long Haul**

Date of Acceptance of Pricing, Terms, and Specifications:: _____

By: _____

Title: _____

2033 WEST WALNUT STREET • CHICAGO, IL 60612 • 312/829-1919 • FAX 312/829-6142
 E-MAIL: sales@standardequipment.com • INTERNET: http://www.standardequipment.com



Village of Buffalo Grove

January 13, 2020

Attn: Dave Haisma
 51 Raupp Boulevard
 Buffalo Grove, IL 60089

Standard Equipment Company is pleased to present the following quotation on an Vactor 2100i combination sewer cleaner utilizing Suburban Purchasing Cooperative contract 162 pricing. Quotation and terms shown valid for 30 days. Please see included summary for unit options. Terms are as follows:

- Vactor 2100i Body, as per enclosed specification
- Peterbilt 348 Chassis, as per enclosed specification

Total		\$429,825.00
--------------	--	---------------------

- Delivery 90-120 days after receipt of Chassis
- Payment Due in full at time of Delivery
- Includes Municipal License, Title and Document Fees

Thank you for the opportunity to quote you on your sewer cleaning needs. Please contact me if you have any questions on this quote.

Best Regards,

Bob Donlon

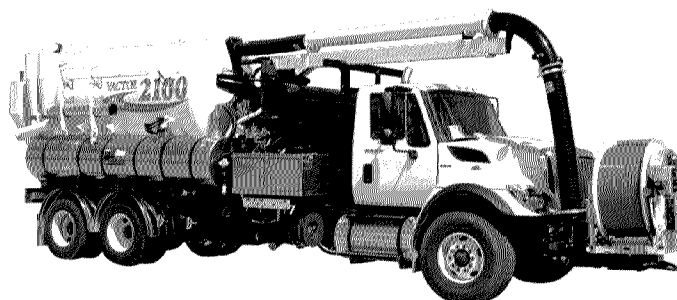
Bob Donlon, Account Manager
 bdonlon@standardequipment.com
 Main: 312.829.1919 | Cell: 847.804.6017
 2033 W Walnut St. Chicago, IL 60612

Attachment: Vactor 2100i Quote (O-2020-16 : 2020 SPC Equipment Purchase - Public Works)



Presents a Proposal Summary

of the



2100i

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy Duty Truck Chassis

for

Village of Buffalo Grove
51 Raupp Boulevard
Buffalo Grove, IL 60089

Attachment: Option List (O-2020-16 : 2020 SPC Equipment Purchase - Public Works)

Bob Donlon
Tel:847-804-6017

PRODUCT DESCRIPTION

- 2100i with Roots 824 PD Blower, 12 Yard Debris body, 1500 Gallons of Fresh Water
- Mounted on a Peterbilt 348 chassis, as per attached spec

STANDARD FEATURES

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assembly
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Vacuum System Powered by Transfer Case
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's. Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Stainless Steel Microstrainer
- Blower Air Shift Controls
- Hydraulic Cooling Package
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Low Water Indicator on Screen w/ Alarm and Water Pump Flow Indicator
- Front Joystick Boom Control
- Run Dry Rodder Pump, Single Piston Double Action Water Pump

- 80 GPM @ 2500 PSI Variable Flow Water System
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Front, Rear and Both Sides Camera System
- Hydraulic Oil Temp Alarm
- Digital Water Pressure Gauge
- Chassis Modifications
- Blower High Temperature Safety Shutdown
- Rapid Deployment Boom (RDB 10x15) with Rotatable Boom Inlet Hose, 180 Degree Rotation
- Boom to Tank Inlet, 10"
- 1" x 700' Piranha Sewer Hose, 2500 PSI
- Hose Reel, Hydraulic Extending/Rotating 15" Rotates 270 Degrees (1" x 800') Capacity with Grease Lubrication Manifold
- Debris Body Flush Out System
- Debris Body Prop, Frame Mounted
- 6" Knife Valve w/Cam-Loc, Rear Door, 3:00 Position, with Screen
- 6" Knife Valve w/Cam-Loc, Rear Door, 6:00 Position
- Standpipe and Screen for 6:00 Port
- Rear Door Valve Flushout
- Rear Door Safety Props, External
- Centrifugal Separators
- Set of Wet (Stainless Steel) Final Filters
- Set of Dry (Paper) Final Filters
- Kunkle Valves, 3, Mounted on the Clean Side of the Final Filter Housing
- Folding Pipe Rack, Curbside, 8" Pipe
- Folding Pipe Rack, Streetside, 8" Pipe
- Fixed Rear Door Pipe Rack, 8" Pipe
- Rear Door Splash Shield
- Grease Lubrication Manifolds, Ground Level
- Plastic Lube Chart
- Air Purge
- Cold Weather Recirculator, PTO Driven, 25 GPM, All Water Functions
- Hydro Excavation Kit - Includes Lances 18', Rotating Head and Straight Jet Nozzles, Storage Tray, and Vacuum Tubes 18', with both catch basin and non-conductive end dig tubes
- Indexing Automatic Hose Level Wind Guide, with Pinch Roller
- Spring Retract High Pressured Hose Reel Mid Ship Curb Side
- Spring Retract High Pressured Hose Reel Mid Ship Street Side
- Rodder Pump Drain Valves
- Rear Directional Control, Signal Master LED Arrow Stick, 8 Lights
- Hand Light w/Bumper Plug
- 6 Lighting Package, 6 Federal Signal Strobe Lights, LED
- Worklights (2), LED, Telescoping Boom
- Worklights (2), LED, Rear Door
- Worklight, LED, Operators Station
- Worklight, LED, Hose Reel Manhole
- Worklight, LED, Curb Side
- Worklight, LED, Street Side
- (4) Long Handle Tool Storage Locations Behind Cab
- Behind the Cab Toolbox, Aluminum, 16W x 48H x 96D, with 2 slide out trays on passenger side
- Safety Cone Storage Rack - Post Style
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- 1 Printed Full Vector Manual
- Vector Standard Manual and USB Version - 1 + Dealer
- Backpack Wireless Controls with Hose Reel Controls, 2-way Communications and LCD Display

- Digital Water Level Indicator
- Hydraulic Tool Package
- Driver Side Aluminum Tool Box Vactor Subframe Height, 18W x 24H x 24D
- Driver Side Aluminum Tool Box Chassis Frame Height, 24W x 24H x 24D
- Sonetics 2 User System, Permanently Installed in truck
- Keg Floor Cleaner Nozzle
- Onsite Operators Training
- Factory 3 Day Mechanic Training

Chassis Source - Dealer Supplied
 Module Paint Match Cab - Yes
 Module Paint Color - Yellow
 Cab Color - Yellow
 Door Stripe Color - None
 Chassis Axle - Tandem

Factory Total: \$429,825.00

Price valid for 30 Days from date of 1/13/2020

Product Model: 2100i

Proposal Date: 1/13/2020

Price List Date: 7/1/2019

P.O. Number:

Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor Manufacturing prior submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____ Date: _____

Attachment: Option List (O-2020-16 : 2020 SPC Equipment Purchase - Public Works)

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

<u>2100 Series, HXX, Series and Jetters</u>	10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.
<u>2100 Series and HXX only</u>	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
<u>2100 Series and Jetters</u>	2 years - Vactor Rodder Pump on all unit serial numbers starting with 13##V#####.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim. This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER
VACTOR

VACTOR/GUZZLER MANUFACTURING

1621 S. Illinois Street
Streator, IL 61364

Attachment: Option List (O-2020-16 : 2020 SPC Equipment Purchase - Public Works)

TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement.

F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders regularly entered cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: The pricing attached does not include Federal, State or local taxes which are the buyer's responsibility. However, Vactor/Guzzler Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor/Guzzler will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor/Guzzler.

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

IT IS UNDERSTOOD AND AGREED THE SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCURED.

SELLER'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT SELLER'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

TERMS AND CONDITIONS

This agreement shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any right of the Company may have under this agreement shall not constitute a waiver thereof nor prejudice Vactor's right to enforce it thereafter.

This order, including the above terms and conditions, contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor.

I agree with the above terms and conditions:

Date: _____



**Ordinance No. O-2020-17 : Approval of Restated and Amended
Water Supply Contract - Northwest Water Commission**

Recommendation of Action

Staff recommends approval of the attached agreement which extends the current member agreement for the supply of water from the Northwest Water Commission to the Villages of Arlington Heights, Buffalo Grove, Palatine and Wheeling.

The proposed agreement extension lengthens the original term of the contract from 2023 to 2060. In addition, the agreement sets forth the terms under which the Commission may sell wholesale water above the daily needs of the member communities to third party customers. The sale of excess water provides an opportunity to reduce the cost of water to member communities and their residential/commercial customers.

ATTACHMENTS:

- 01- 27-2020 Member Agreement Update (DOCX)
- Ord Approving the Amended and Restated Water Supply Contract NWC (DOCX)
- FIRST AMENDED AND RESTATED WATER SUPPLY CONTRACT (DOCX)

Trustee Liaison

Pike

Staff Contact

Dane Bragg, Office of the Village Manager

Tuesday, February 18, 2020

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: February 12, 2020

TO: President Beverly Sussman and Trustees

FROM: Dane Bragg, Village Manager 

SUBJECT: Member Agreement – Northwest Water Commission

The attached agreement provides for the extension of the existing member agreement between the Village of Buffalo Grove and the Northwest Water Commission from its current expiration date of 2023 to a new expiration date of 2060.

Consistent with past practice, the terms and conditions under which the Village received, stores and pays for its Lake Michigan water supply is calculated by formula and based solely on the fixed and variable cost structure of the Commission. There are no proposed changes in the payment terms, cash flows or basis for calculating rates applicable to the member communities.

The proposed agreement also includes language to allow the sale of excess water supply to customers. The sale of water to customers represents additional revenue to the Commission which can be used to stabilize rates for member communities. New members would continue to be required to provide an equity buy-in to the Commission and gain approval by the member communities' respective boards. The sale of water to customers is considered a second priority and only after the primary water needs of member communities have been met. The Village Board, by taking action to extend the member agreement, will permit the Commission to pursue long-term water supply options as well as customer arrangements that benefit its members.

The Villages of Palatine, Arlington Heights and Wheeling have approved the amended agreement.

ORDINANCE NO. _____**Ordinance Approving the Amended and Restated
Water Supply Contract between the Northwest Water
Commission and Its Member Communities**

WHEREAS, the Village of Buffalo Grove is a member of the Northwest Water Commission (hereinafter referred to as the "Commission") a water commission created under Chapter 65, Article 11, Division 135, Illinois Compiled Statutes (65 ILCS 5/11-135-1 et seq.), along with the Villages of Arlington Heights, Wheeling, and Palatine, municipal corporations in Cook and Lake Counties, Illinois, collectively referred to as "Members"; and

WHEREAS, the Commission has been created to acquire and operate a common source for supply of water and to develop facilities of sufficient capacity to furnish an adequate supply of potable water to Commission members and customers; and

WHEREAS, the Commission has entered into a Water Supply Contract with the City of Evanston, dated March 4, 1981, as amended, in order to have available Lake Michigan water in the quantities contracted to be sold by it to its Members; and

WHEREAS, the Commission and each of its Members have previously entered into substantially identical Northwest Water Commission Water Supply Contracts dated April 6, 1981, and have amended said Water Supply Contracts by entering into substantially identical First Amendments thereto; and

WHEREAS, the Commission and its Members have previously on April 4, 1983 entered into a First Amended Water Supply Contract ("1983 Agreement"), an Amendment to the 1983 Agreement dated September 5, 1990, and a Second Amendment to the 1983 Agreement dated September 20, 1993; and

WHEREAS, the Commission and the Municipalities desire to enter into the attached Amended and Restated Water Supply Contract ("Contract") in order to consolidate the provisions of the aforementioned Water Supply Contracts and Amendments, extend the term, and to provide for other necessary and appropriate amendments to said contracts, amendments, and agreement; and

WHEREAS, by entering into the Contract, the Village intends that the Contract shall supersede the aforementioned contracts and amendments and that from and after the effective date of the attached Contract said contracts and amendments shall become null and void and that the attached Contract shall thereupon become the entire agreement between and among the Commission and the Village with regard to the matters addressed herein; and

WHEREAS, by the execution of the attached Contract, the Village is surrendering none of its rights to the ownership and operation of its Municipal Systems, nor is the Commission surrendering any of its rights to the ownership and operation of its Water Supply System, but each expressly asserts its ownership of and continued right to operate such Systems consistent with the Contract; and

WHEREAS, the President and Board of Trustees of the Village of Buffalo Grove have determined it to be in the best interest of the Village of Buffalo Grove and its citizens that the “Amended and Restated Water Supply Contract Between the Northwest Water Commission and the Village of Arlington Heights, the Village of Palatine, Village of Wheeling and the Village of Buffalo Grove” be approved and executed on behalf of the Village of Buffalo Grove by its duly authorized officials; and

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Buffalo Grove, Counties of Cook and Lake, State of Illinois:

Section A

The Amended and Restated Water Supply Contract Between the Northwest Water Commission and the Village of Arlington Heights, the Village of Palatine, Village of Wheeling and the Village of Buffalo Grove, a copy of which is attached to this Ordinance, and by this reference incorporated herein and made a party hereof, be and the same hereby is approved.

Section B

The President and Village Clerk of the Village of Buffalo Grove are hereby authorized and directed to execute the aforesaid Amended and Restated Water Supply Contract on behalf of the Village of Buffalo Grove.

Section C

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee _____ moved, seconded by Trustee _____

that Ordinance No. _____ be passed.

PASSED this ____ day of _____, 2020.

President Sussman _____

Trustee Weidenfeld _____

Trustee Stein _____

Trustee Johnson _____

Trustee Ottenheimer _____

Trustee Smith _____

Trustee Pike _____

APPROVED this ____ day of _____, 2020.

Beverly Sussman
Village President

ATTEST:

Janet Sirabian
Village Clerk

AMENDED AND RESTATED WATER SUPPLY CONTRACT

BETWEEN

THE NORTHWEST WATER COMMISSION

AND

THE VILLAGE OF ARLINGTON HEIGHTS

THE VILLAGE OF BUFFALO GROVE

THE VILLAGE OF PALATINE

THE VILLAGE OF WHEELING

DATED NOVEMBER 4, 2019

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**AMENDED AND RESTATED
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**

THIS AMENDED AND RESTATED WATER SUPPLY CONTRACT (hereinafter referred to as this "Contract") made and entered into as of this ____ day of _____, 2013, by, between and among the NORTHWEST WATER COMMISSION (hereinafter referred to as the "Commission") a water commission created under Chapter 65, Article 11, Division 135, Illinois Compiled Statutes (65 ILCS 5/11-135-1, et seq.), and the VILLAGE OF ARLINGTON HEIGHTS (hereinafter sometimes referred to as "Arlington Heights"), the VILLAGE OF BUFFALO GROVE (hereinafter sometimes referred to as "Buffalo Grove"), the VILLAGE OF PALATINE (hereinafter sometimes referred to as "Palatine"), the VILLAGE OF WHEELING (hereinafter sometimes referred to as "Wheeling"), municipal corporations in Cook and Lake Counties, Illinois acting under the Constitution and laws of the State of Illinois, and each of them, (hereinafter sometimes referred to individually as the "Municipality" and collectively as the "Municipalities"),

WHEREAS, the Commission has been created to acquire and operate a common source of supply of water and to develop facilities of sufficient capacity to furnish an adequate supply of potable water to Commission members and customers; and

WHEREAS, each of the Municipalities has received from the State of Illinois Department of Transportation an allocation of Lake Michigan water as detailed in said Department's Administrative Opinion and Order LMO 80-4 and, in the case of Palatine, as modified in said Department's Administrative Opinion and Order LMO 81-3; and

WHEREAS, the Commission has entered into a Water Supply Contract with the City of

Evanston, dated March 4, 1981, as amended, (hereinafter referred to as the "Evanston Contract") in order to have available Lake Michigan water in the quantities herein contracted to be sold by it to the Municipalities; and

WHEREAS, the Commission and each of the Municipalities have previously entered into substantially identical Northwest Water Commission Water Supply Contracts dated April 6, 1981, and have amended said Water Supply Contracts by entering into substantially identical First Amendments thereto dated March 15, 1982, in the case of Arlington Heights, Buffalo Grove and Wheeling, and dated March 8, 1982 in the case of Palatine; and

WHEREAS, the Commission and the Municipalities have previously on April 4, 1983 entered into a First Amended Water Supply Contract ("1983 Agreement"), an Amendment to the 1983 Agreement dated September 5, 1990 and a Second Amendment to the 1983 Agreement dated September 20, 1993; and

WHEREAS, each of the Municipalities owns its own waterworks system (hereinafter referred to as the "Municipal Systems" and generally depicted in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof), and is desirous of ensuring an adequate and dependable public water supply; and

WHEREAS, the Commission and the Municipalities desire to enter into this Contract in order to consolidate the provisions of the aforementioned Water Supply Contracts, First Amendments, and to provide for other necessary and appropriate amendments to said contracts, amendments and agreement; and

WHEREAS, by entering into this Contract, the parties intend that it shall supersede the aforementioned contracts and amendments and that from and after the effective date of this Contract said contracts and amendments shall become null and void and that this Contract shall

thereupon become the entire agreement between and among the Commission and the Municipalities with regard to the matters addressed herein; and

WHEREAS, the parties each hereby acknowledge that the Commission will use this Contract as the basis for obtaining credit through the issuance of the Commission's Bonds or other instruments of debt as authorized by law and as the source of funds for payment of the principal of premium, if any, and interest on such Bonds, for the payment of its construction, maintenance and operating expenses, and for the establishment and maintenance of accounts and reserves for such purposes as may be required or authorized by applicable statutes and the ordinance or ordinances authorizing the issuance of the Bonds or other instruments of debt; and

WHEREAS, by the execution of this Contract, the Municipalities are surrendering none of their rights to the ownership and operation of their respective Municipal Systems, nor is the Commission surrendering any of its rights to the ownership and operation of its Water Supply System, but each expressly asserts its ownership of and continued right to operate such Systems consistent with this Contract;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and pursuant to authority under the Constitution and laws of the State of Illinois, and particularly Chapter 65, Article 11, Division 135, Illinois Compiled Statutes (65 ILCS 5/11-135, et seq.), 2012; Article VII, Section 10 of the Illinois Constitution of 1970; Chapter 127, Section 741 et seq., Illinois Compiled Statutes, 2012; and the home rule powers of the Municipalities, the Commission and the Municipalities hereby agree as follows:

1. Water Supply.

(a) Quantity. Subject to the provisions stated in this Contract, each of the Municipalities agrees to purchase from the Commission and the Commission agrees to sell to each

of the Municipalities, an amount of Lake Michigan water necessary from time to time to serve the full water requirements of all present and future customers of the respective Municipalities Municipal Systems, including municipal use, system leakage and metering losses, located within or without the corporate limits of such Municipalities (hereinafter referred to as the Municipalities respective "Full Water Requirements"); provided, however, that the Commission's obligation to deliver water to each Municipality hereunder during each calendar year shall be limited to a maximum annual amount determined on the basis of that Municipality's average daily water allocation in effect for such calendar year as set forth in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof (hereinafter referred to as each Municipality's "Allocation"); and provided further that the maximum quantity of water that the Commission shall be required to deliver to any Municipality in any one day shall be an amount equal to 1.8 times that Municipality's then average daily water allocation as set forth in Exhibit B.

(b) Quality. The Commission shall provide in any and all contracts for its water supply that all water delivered to the Commission under said contracts shall be of such quality, at the point of delivery to the Commission under said contracts, as to meet the requirements of any Federal, State or local agency as shall have jurisdiction from time to time for establishing public water supply standards. The Commission shall use its best efforts to prevent contamination during transmission from said point of delivery to the Municipalities respective Points of Delivery. The Commission shall not, however, be responsible for water treatment except to the extent necessary to maintain bacteriological standards in accordance with applicable regulations.

(c) "Take-or-Pay" Obligation. Notwithstanding any other provision of this Contract, if at any time any Municipality shall fail to take from the Commission its Full Water Requirements for whatever reason, that Municipality shall nevertheless be deemed to be taking

such Full Water Requirements from the Commission for purposes of determining payments due the Commission under Paragraph 5 hereof. Each of the Municipalities hereby acknowledges its unconditional obligation to make all payments coming due under Paragraph 5 on the basis of its Full Water Requirements regardless of whether all or any portion of its Full Water Requirements are or are not received from or delivered by the Commission, regardless of the reason for any failure to receive or deliver such Full Water Requirements.

(d) Commission Obligation. The Commission shall use its best efforts to remain in a position to furnish water as herein contracted to be sold to the Municipalities, but its obligation hereunder shall be limited by the completion and capacity of the Commission's Water Supply System; the amount of water from time to time available to the Commission, accounting for ordinary transmission loss, including standard metering error, between the Commission's source of supply and the Points of Delivery; and contracts between the Commission and its other customers. The Commission undertakes to use reasonable care and diligence to provide a constant supply of water as herein provided for, but reserves the right at any time to turn off the water in its mains for emergency and maintenance purposes. The Commission shall give forty-eight (48) hours' notice of any such turn-off, except that in emergencies it shall give notice which is reasonable under the particular circumstances.

(e) Curtailments. In the event that it should become necessary for the Commission to limit the delivery of water through its Water Supply System for any reason, each of the Municipalities shall be entitled to receive during such period of curtailment its respective pro-rata share, based upon the Municipalities' actual usage in the prior Service Year. Nothing in this Contract shall be construed to prohibit the Municipalities or any of them from serving their customers in cases of emergency from any source other than the Commission, including wells

owned by the Municipalities and maintained for emergency use in accordance with applicable Rules of the Illinois Department of Transportation. It is expressly understood and agreed, however, that each of the Municipalities shall nevertheless be deemed to be taking its respective Full Water Requirements during any such period of curtailment or emergency for the purpose of determining payments due from it to the Commission under Paragraph 5 hereof, and no such curtailment or emergency shall in any way affect or relieve the Municipalities' respective payment obligations hereunder.

2. Storage, Delivery, Distribution and Conservation.

(a) Municipality Storage Requirement. Each of the Municipalities shall provide facilities adequate at all times to receive all water required to be delivered hereunder, and shall provide storage capacity for not less than their respective average daily water allocations from time to time as set forth in Exhibit B hereto.

(b) Points of Delivery. Each Municipality's "Points of Delivery" shall be defined as the points of outlet where the water delivered hereunder leaves the Commission's Water Supply System and enters such Municipality's receiving storage facilities. The Points of Delivery of water to the Municipalities from the Commission's Water Supply System shall be at the following approximate locations and maximum required elevations:

Arlington Heights:

1. 3702 N. Kennicott Avenue — 777.0' U.S.G.S.
2. 1405 W. Kirchoff Road — 739.0' U.S.G.S.
3. 222 N. Ridge — 749.0' U.S.G.S.
4. 2302 N. Arlington Heights Road — 747.2' U.S.G.S.

Buffalo Grove:

1. 400 LaSalle Lane — 683.25' U.S.G.S.
2. 120 Horatio Boulevard — 678.0' U.S.G.S.
3. 345 S. Arlington Heights Road — 731.0' U.S.G.S.
4. 525 N. Arlington Heights Road — 703.25' U.S.G.S.

Palatine:

1. Palatine High School — 781.33' U.S.G.S.
2. Salt Creek at Michigan Avenue — 763.68' U.S.G.S.

Wheeling:

1. Commonwealth Ed./Soo Line R-O-W South of Lake Cook Road —
695.00' U.S.G.S.
2. Wheeling Road North of Hintz Road — 695.00' U.S.G.S.
3. Commonwealth Ed. R-O-W North of Old Willow Road — 695.00'
U.S.G.S.

The location of Points of Delivery may change from time to time upon a unanimous vote of the Commissioners. A current list of all Points of Delivery shall be kept at the offices of the Commission. A change in the Points of Delivery shall not require an amendment to this Contract.

(c) Delivery Pressure. Water shall be delivered at atmospheric pressure such that an air gap exists between the Commission's Water Supply System and each Municipality's receiving storage facilities; provided, however, that in the case of Wheeling's Points of Delivery, where water may be delivered at direct pressure during such periods, if any, when delivery conditions are such that delivery takes place at a point higher than the maximum required elevation, and in the case of Buffalo Grove's second Point of Delivery (120 Horatio Boulevard), where a water line connecting a Village well to the receiving storage facility and to Buffalo Grove's

Municipal System intersects the Water Supply System at a point located between the Commission's meter and said Point of Delivery, backflow prevention equipment will be provided and maintained in good working order at all times.

(d) Operation of Municipal Systems. Each of the Municipalities agrees to operate its Municipal System from the Points of Delivery on to the consumer in such a manner as to at no time place the Commission and its Water Supply System in jeopardy of failing to meet (1) the regulations of any agency or governmental authority having jurisdiction over the operation of public water supply systems or (2) the commitments the Commission has to its other customers and to its water suppliers. Each of the Municipalities also agrees to notify the Commission as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quantity or the quality of the water to be received hereunder or the Commission's Water Supply System or water supply. Each of the Municipalities further agrees to take reasonable measures to conserve water.

3. Measuring Equipment.

(a) Commission Meters and Records. The Commission shall furnish, install, operate, maintain, repair and replace at its own expense at the Points of Delivery such metering equipment of a type meeting the standards of the American Water Works Association (hereinafter referred to as "AWWA") as shall be necessary for measuring properly the quantity of water delivered under this Contract, together with such structures as the Commission shall deem necessary to house such equipment and devices. The measurement of water delivered to the Municipalities shall be by said equipment. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. Such structures and equipment shall be located upon land in which an ownership interest or appropriate easement rights

have been provided to the Commission by the respective Municipalities for such purpose. Both the Commission and the respective Municipalities shall have access to such structures and equipment for examination and inspection at all reasonable times, but the reading for billing purposes, calibration and adjustment of the equipment shall be done only by the employees or agents of the Commission, not more than once in each calendar year, the Commission shall, if so requested in writing by any Municipality, calibrate its meters in the presence of representatives of each of the Municipalities. The parties shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary.

For the purpose of this Contract, the official record of readings of the meter or meters shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of any Municipality, the Commission will give such Municipality a copy of such journal or record book, or permit the Municipality to have access thereto in the office, of the Commission during regular business hours.

(b) Municipality Check Meters. Each of the Municipalities may, at its option and own expense, install and operate a check meter to check each meter installed by the Commission at such Municipality's Points of Delivery, but except in the cases hereinafter specifically provided to the contrary, the measurement of water for the purpose of this Contract shall be solely by the Commission's meters. All such check meters shall be of standard make, shall meet AWWA standards, and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Commission, but the calibration and adjustment thereof shall be made only by the respective Municipalities, except during any period when a check meter may be used pursuant to the provisions hereof for measuring the amount of water delivered, in which case

the calibration and adjustment thereof shall be made by the Commission with like effect as if such check meter or meters had been furnished and installed by the Commission. Any calibration of such meters shall be done only in the presence of a representative of the Commission and the parties shall jointly observe any adjustment in case any adjustment is necessary.

(c) Unit of Measurement, The unit of measurement for water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the parties otherwise agree, be so calibrated. In the event that it should become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one (1) cubic foot.

(d) Meter Inaccuracy; Estimated Quantities. If any party hereto at any time observes a variation between a delivery meter and any check meter, or any other evidence of meter malfunction, such party shall promptly notify all of the other parties and the parties hereto shall then cooperate to procure an immediate calibration test and adjustment of such meter to accuracy and shall jointly observe any such adjustment.

If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of two percent (2%), the registration thereof shall be corrected, by agreement of the parties based upon the best data available, for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months.

If for any reason any meters are out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meters are out of service or out of repair shall be estimated and agreed upon by the

parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated (1) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations, or (2) if the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering other data deemed relevant by the Parties, including but not limited to deliveries during preceding periods when the meter or meters were registering accurately. During any period of such disagreement, the Commission's estimate of water delivered shall be used for the purpose of computing payments due under this Contract, and any adjustments based upon later resolution of such disagreement shall be made by appropriate adjustments to the quarterly installment payments of the affected Municipalities' Annual Charges remaining to be paid during the Service Year.

(e) Notice of Tests, Calibrations and Adjustments. Each party shall give the other parties forty-eight (48) hours' notice of the time of all tests, calibrations and adjustments of meters so that the other parties may conveniently have a representative present. If said representatives are not present at the time set in such notice/testing, calibration and adjustment, then the party may, notwithstanding any other provision of this Paragraph, proceed in the absence of said representatives.

4. Satisfaction of Payment Obligations under 1983 Agreement.

(a) It is hereby understood and agreed that all payments required pursuant to Paragraph 4 of the 1983 Agreement have been paid.

5. Charges; Computation and Terms of Payment.

(a) Annual Charges. Each of the Municipalities agrees to pay the Commission,

during each "Service Year," an "Annual Charge" which shall be the respective "Municipality's Share" of the Commission's "Net Annual Cost".

The "Service Year" shall extend from May 1 to April 30. The dates for a service year may be changed by majority vote of the Commissioners. Each "Municipality's Share" shall be a fraction of which (1) the numerator is the amount of water delivered (or deemed to be delivered under subparagraph 1(c) above if less than its Full Water Requirements are taken) to that Municipality by the Commission during the prior twelve consecutive month period ended on December 31 immediately preceding the start of the Service Year in question and (2) the denominator is the total amount of water delivered (or deemed to be delivered under subparagraph 1(c) above if less than their total Full Water Requirements are taken) to all of the Municipalities by the Commission during such twelve consecutive month period.

The Commission's "Net Annual Cost" shall be an amount determined by the Commission as the excess of "Commission Expenses" over "Commission Receipts" during the Service Year.

"Commission Expenses" shall be those amounts determined from time to time by the Commission to be necessary: (1) to pay, as they come due, the costs of operation and maintenance of the Commission's Water Supply System, including those charges payable by the Commission under the Evanston Contract; (2) to pay, as they come due, the principal of, at maturity or pursuant to mandatory redemption requirements, premium, if any, and interest on any loans obtained or bonds issued by the Commission; (3) to provide an adequate depreciation fund for the Commission's Water Supply System as determined by the Commission on the basis of its statutory duties and its obligations under the Bonds and the ordinance or ordinances authorizing the issuance of the Bonds; (4) to comply with the covenants of the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission; (5) to meet parity bond requirements of the

ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission; (6) to repay all obligations incurred by the Commission for which other adequate provision has not been made; and (7) to fund other such reserves as are deemed appropriate and prudent by the Commission.

Commission Receipts shall be those amounts (if any) determined from time to time by the Commission to be available from (1) rates and charges to be collected by the Commission under water service contracts with Commission customers or members other than the Municipalities; (2) any other revenues (other than revenues collected by the Commission pursuant to this Contract) to be collected by the Commission for or with respect to the use or services of its Water Supply System; (3) interest to be credited to the Water Fund established by the initial ordinance authorizing the issuance of any loans obtained or bonds issued by Commission; and (4) any surplus on hand, without regard to its source, and, in the sole discretion of the Commission, available to the Commission to pay or provide for Commission Expenses during the Service Year.

The Commission's financial books and records shall be audited annually by a qualified independent certified public accountant. Each of the Municipalities shall be provided with a report of each such annual audit.

On or before two months prior to the commencement of a new fiscal year, the Commission shall prepare a budget for the next following Service Year and shall in such budget determine the Net Annual Cost and each Municipality's Share thereof, and each Municipality's Annual Charge for the next following Service Year. The Commission shall then deliver to each of the Municipalities a statement of such Net Annual Cost, that Municipality's Share thereof and its Annual Charge, which statement shall include a detailed explanation of the computations thereof. Said statement shall serve as the basis for each Municipality's payment of its Annual Charge during

the said next following Service Year.

Following receipt of the aforesaid statement each of the Municipalities shall pay to the Commission, without further demand by the Commission, said Municipality's Annual Charge. Said Annual Charge shall be paid in advance in four installments as follows: 30% of the Annual Charge on or before May 1 and August 1, and 20% of the Annual Charge on or before November 1 and February 1 of each Service Year. Payments under this Contract shall be made to the Commission at its principal office or, upon written notice to the Municipalities, directly to a bank or trust company selected by the Commission as a depository of funds received hereunder to carry out the purposes of this Contract.

Throughout the duration of each Service Year, the Commission shall analyze and, if necessary, revise its budget and review each Municipality's Share and its Annual Charge required hereunder to determine if such Annual Charges are sufficient to meet the Commission's reasonably foreseeable obligations as they come due and to determine if said Municipality's Shares are equitable as among the Municipalities. In the event that such Annual Charges are deemed not sufficient for any reason, or in the event that such Municipality's Shares are deemed inequitable due to any substantial unforeseen change in any Municipality's water needs, the Commission shall adjust any or all of the Municipalities' Annual Charges to provide sufficient and equitable amounts provided, however, that in no event shall the Municipalities' Annual Charges, taken together, be less than an amount sufficient to cover the Net Annual Cost; and, provided further, that no such adjustment shall be permitted if, as a result, the Commission would not be able to meet Commission Expenses as they came due or if such adjustment would violate any Commission obligation under any loans obtained or bonds issued by Commission or the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission. A detailed

statement setting forth the reason for any such adjustments and the calculation thereof shall be delivered to each of the Municipalities no less than thirty (30) days prior to the due date of the first installment payment to be based thereon. Any additional amounts due the Commission or reductions due any Municipality pursuant to any such adjustment shall be paid or credited, as the case may be, in equal installments as part of the installment payments remaining to be paid during the Service Year in question.

In addition to any adjustments that may be made pursuant to the foregoing paragraph, the Commission may also bill the Municipalities for their respective Municipality's Shares of any amounts required by the Commission to cover any final Quantity Charge issued by the City of Evanston or any other water supplier to the Commission pursuant to the provisions of the Evanston Contract or contract with any other water supplier, and each of the Municipalities hereby agrees to pay the amount of any such bill to the Commission within 21 days after delivery by the Commission of such bill.

(b) Guarantee Payment. In the event that any Municipality shall fail to make in full any quarterly installment payment claimed by the Commission to be due under subparagraph 5(a) hereof, and such non-payment shall continue for a period in excess of thirty (30) days from the due date, each of the other, non-defaulting Municipalities agrees that it shall, on each of its regular quarterly installment payment dates following such non-payment and until all arrearages, including any additional non-payments by the defaulting Municipality, have been eliminated, make, in addition to all other payments hereunder required, a quarterly "Guarantee Payment" which shall be calculated by multiplying its "Guarantee Share" by the "Guarantee Revenue Need".

Each non-defaulting Municipality's "Guarantee Share" shall be a fraction of which (1) the

numerator is the amount of water delivered, or deemed to be delivered under subparagraph 1(c) hereof, to that Municipality during the most recent quarterly billing period for which the Commission has complete data and (2) the denominator is the total amount of water delivered, or deemed to be delivered under subparagraph 1(c) hereof, during the same quarterly period to all of the Municipalities which are then not in default in their payments due to the Commission pursuant to this Paragraph 5.

The "Guarantee Revenue Need" shall be an amount determined by the Commission to be necessary to be collected on or before the next quarterly installment payment date in order to permit the Commission to meet all of its obligations as they come due, including amounts sufficient: (1) to pay the costs of operation and maintenance of the Water Supply System, including those charges payable by the Commission under the Evanston Contract; (2) to provide an adequate depreciation fund for the Water Supply System as determined by the Commission on the basis of its statutory duties and its obligations under any loans obtained or bonds issued by Commission and the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission; (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 any loans obtained or bonds issued by Commission; and (5) to carry out the Commission's corporate purposes and powers, notwithstanding the defaulting Municipality's failure to make the payments claimed to be due from it under this Paragraph 5. For purposes of this subparagraph (b), a "sufficient" amount shall mean an amount adequate, when taken together with any and all other amounts available, in the sole discretion of the Commission, to enable the Commission 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 issuance of any loans obtained or bonds issued by Commission.

The Commission agrees to notify each non-defaulting Municipality of the amount of any Guarantee Payment required under this subparagraph (b) at least 30 days in advance of the next quarterly installment payment date, to supply the Municipality with all supporting calculations, and to certify to the Municipality that the Guarantee Payment is necessary to permit the Commission to meet its obligations as they come due. The Commission further agrees to advise the non-defaulting Municipalities of steps being taken to cure the default.

Nothing in this subparagraph (b) shall be construed to relieve the defaulting Municipality of its obligation to make all payments due hereunder, calculated in accordance with subparagraphs 5(a) and without regard to this subparagraph (b), or to limit the rights of the Commission, the non-defaulting Municipalities, the holders of any loans obtained or bonds issued by Commission or any trustee appointed for the benefit of the holders of any loans obtained or bonds issued by Commission from enforcing this Contract at law or in equity, by specific performance, mandamus or otherwise.

The Commission agrees to reimburse the non-defaulting Municipalities for any additional sums paid by them as Guarantee Payments in accordance with this subparagraph (b), together with interest thereon at the rate of interest actually paid to the Commission on the past due amounts under subparagraph 6(b), by appropriate adjustments to the quarterly installment payments of the non-defaulting Municipalities' Annual Charges, at such time as the past due amounts have been paid to the Commission and become available in the Surplus Account or such other fund or account from which such reimbursement may be paid under the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission; provided, however, that the parties

hereto hereby acknowledge and agree that the Commission's reimbursement obligation under this subparagraph (b) shall be subordinate to the Commission's obligations under the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission and applicable statutes.

(c) Commission Dissolution. In the event of a dissolution of the Commission, Commission assets shall be distributed to each of the Municipalities according to their respective percentage of water used in the prior five (5) Service Years.

6. Disputes and Defaults of Payment Obligations.

(a) Payment Disputes; Obligation to Make Disputed Payments; Right to Refund. In the event that any of the Municipalities desires to dispute all or any part of any payment claimed by the Commission to be due pursuant to this Contract, or the basis for any such payment, that Municipality shall nevertheless pay the full amount of such payment when claimed by the Commission to be due and shall provide written notification to the Commission, not later than the due date of such payment, that the payment is disputed, the grounds for dispute and the amount in dispute, and shall also provide a copy of such notification to each of the other Municipalities.

Upon any notification of dispute given as hereinabove set forth representatives of the Commission shall meet with representatives of the disputing Municipality to resolve such dispute. In the event that said representatives are unable to resolve the dispute within thirty (30) days following the date of notification the dispute shall be deemed unresolved, unless extended mutually by the parties, and the parties shall be allowed to pursue any and all remedies under this Contract. The existence of such dispute shall not excuse the Municipality in question from continuing to make all payments from time to time claimed by the Commission to be due under this Contract as such payments come due; provided, however, that should any such dispute be

finally resolved in favor of the Municipality so as to establish that excessive payments were demanded by the Commission and paid by said Municipality, the excess amounts of said payments, together with interest on such amounts at the highest legal rate payable by the Commission, not to exceed 75% of the prime rate of interest established by the largest bank in the State of Illinois measured in terms of total assets, shall be refunded to said Municipality by means of a credit on its first quarterly installment payment due for the Service Year next following the Service Year in which such dispute is finally resolved or on such earlier quarterly installment payment as may be agreed to by the Commission.

No Municipality shall be entitled to any adjustment or relief on account of any disputed charges unless the disputed charges are brought to the attention of the Commission within the time and in the manner herein specified, or within a reasonable period from the time the Municipality knew or should have known of the facts giving rise to the dispute.

(b) Payment Defaults. In the event that any Municipality shall fail to make, on or before the due date, any payment or portion thereof claimed by the Commission to be due pursuant to this Contract, interest on the amount of such payment or unpaid portion thereof shall, whether or not such payment is disputed, accrue during the period of non-payment at the then maximum legal rate payable by that Municipality, not to exceed 100% of the prime rate published by the Wall Street Journal measured in terms of total assets.

In the event that any payment or portion thereof claimed by the Commission to be due pursuant to this Contract is not made within thirty (30) days from the date such payment becomes due, the Commission may at its option and in its discretion, and whether or not such payment is disputed, reduce or discontinue delivery of water to the defaulting Municipality until the amount claimed to be due to the Commission is paid in full with interest as herein specified. The

Commission shall give the defaulting Municipality ten (10) days notice of its intention to reduce or discontinue delivery of water in accordance with this subparagraph (b) and shall provide the defaulting Municipality a reasonable opportunity for a hearing prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of water under such circumstances, the Municipality shall, nevertheless, continue to be liable to make all payments hereunder as if it were taking its Full Water Requirements.

(c) Remedies. In addition to the rights specified in subparagraph (b), the Commission, any non-defaulting Municipality, the holders of any loans obtained or bonds issued by Commission and any trustee appointed for the benefit of the holders of any loans obtained or bonds issued by Commission shall have all other rights and remedies available at law or in equity for breach of any of the provisions of this Contract, including the right to specifically enforce such provisions or to seek mandamus, which rights shall be available with respect to any and all payments claimed to be due hereunder, whether or not such payments are in dispute, it being the intent of the parties that said payments shall continue to be made during periods of dispute, subject to refund as provided in subparagraph 6(a) above in the event that such dispute is resolved in favor of a disputing Municipality.

7. Covenants.

(a) Conditions. It is expressly understood and agreed that any obligation on the part of the Commission to finance, construct, maintain, improve, expand, and operate the Water Supply System and to deliver water hereunder shall be conditioned upon the following: (1) receiving the necessary permits and approvals of all Federal, State and local governmental entities and agencies having jurisdiction over the project or any aspect of it; (2) sale of any loans obtained or bonds issued by Commission in an amount to provide for the construction and acquisition of

the Commission's Water Supply System; (3) the Commission's ability to obtain all necessary material, labor, and equipment necessary for construction and/or maintenance of the Commission's Water Supply System; (4) the Commission's ability to secure and maintain an adequate water supply under the Evanston Contract or through other available means; and (5) the respective Municipalities construction and maintenance of all equipment and facilities necessary to receive and take water from the Commission at the Points of Delivery.

(b) Continuous Supply; Additional Supplies. The Commission shall, subject to the other terms and conditions of this Contract, continually hold itself ready, willing, and able to supply water to the Municipalities. The Commission shall also use its best efforts, consistent with its legal obligations to its other members and customers and consistent with fair and equitable treatment of all of its members, to supply the Municipalities with such additional amounts of water as may from time to time be allocated to any of them by the Illinois Department of Transportation over and above the allocation amounts set forth in Exhibit B hereto, but the Commission does not hereby guarantee to supply such additional amounts.

(c) Title; Liability; Hold Harmless. Title to all water supplied hereunder shall remain in the Commission to the Points of Delivery, and upon passing each Point of Delivery, title to the Water shall pass to the respective Municipalities. Each party hereto hereby agrees to save and hold the other parties harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the transportation, delivery, and disposal of water while title is in such party. This covenant is not made for the benefit of any third party.

(d) Commission Charges and Rates Covenant. The Commission hereby covenants to establish such charges and rates for water supplied to the Municipalities as will be sufficient at all times (1) to pay the costs of operation and maintenance of its Water Supply System,

including those charges payable by the Commission under the Evanston Contract; (2) to provide an adequate depreciation fund for its Water Supply System as determined by the Commission on the basis of its statutory duties and its obligations under any loans obtained or bonds issued by Commission and the ordinance or ordinances authorizing the issuance of the Bonds any loans obtained or bonds issued by Commission; (3) to pay the principal of, at maturity or pursuant to mandatory redemption requirements, premium, if any, and interest on any loans obtained or bonds issued by Commission; (4) to comply with the covenants of the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission; and (5) to carry out its corporate purposes and powers.

For purposes of this subparagraph (d), a "sufficient" amount shall mean an amount adequate, when taken together with any and all other amounts available, in the sole discretion of the Commission, to enable the Commission 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 issuance of any loans obtained or bonds issued by Commission.

(e) Municipality Charges and Rates Covenant, Each of the Municipalities hereby covenants to establish such charges and rates for water supplied by it to consumers as will be sufficient at all times (1) to pay the cost of operation and maintenance of its Municipal System, including those amounts necessary to pay the charges and rates established by the Commission hereunder; (2) to provide an adequate depreciation fund for such Municipal System; (3) to pay the principal of and interest on all of its revenue bonds payable from the revenues of its Municipal System and to meet all other requirements of any ordinances authorizing its revenue bonds for water or sewer purposes; and (4) to pay the charges and rates established by the Commission for

the sale of water by the Commission to the Municipalities.

For purposes of this subparagraph (e), a "sufficient" amount shall mean an amount adequate, when taken together with any and all other amounts which have been set aside, in cash or investments, in a separate account and legally designated, pledged and appropriated for the purpose of making payments due under Paragraph 5 of this Contract, to enable the Municipality to make all such payments as they come due.

(f) Additional Municipality Covenants. Each of the Municipalities further covenants: (1) to operate and maintain its Municipal System in good repair and working order so as at all times to be in a position to receive and distribute the water required to be purchased from the Commission pursuant to this Contract; (2) to continue to possess, control and operate its Municipal System and dispose of components of such System only to the extent that such components are no longer useful in the operation of the Municipal System, and not to mortgage or encumber such System (except for such pledge of revenues as may be required to issue its bonds payable from the revenues of said System in accordance with applicable law and the provisions of this Contract); (3) to carry insurance or other risk management protection on its Municipal System of the kinds and in the amounts which are customarily carried by parties operating similar facilities; (4) to use its best efforts to continue serving all current customers of its Municipal System, and to cause its Municipal System to be expanded to serve all future water users in the Municipality, all to the fullest extent allowable by law; (5) to use its best efforts to maintain in effect at all times a Lake Michigan water allocation that will satisfy its Full Water Requirements; (6) to provide the Commission with a report of all water taken from any source other than the Water Supply System within 10 days after the end of any calendar month in which it takes such water; (7) to provide for the segregation of all revenues from its Municipal System in a separate Municipality fund not to

be commingled with any other Municipality funds and to provide for the application of such revenues for purposes of making the payments due under Paragraph 5 hereof; and (8) to make all budgetary, emergency and other provisions and appropriations necessary to provide for and authorize the prompt payment to the Commission of all amounts claimed by the Commission to be due under this Contract.

(g) Character of Payment Obligations as Water Revenue Obligations. This Contract shall not be construed to constitute an indebtedness of any of the Municipalities within the meaning of any statutory or constitutional limitation. It is expressly understood and agreed that all payments to be made hereunder by the Municipalities may be required to be made only from revenues to be derived by each of them from the operation of their respective Municipal Systems, and this Contract shall be a continuing, valid and binding obligation of each of the Municipalities payable from such revenues throughout the term hereof. Without in any manner limiting the foregoing provisions of this subparagraph (g), it is also expressly understood and agreed that the aforesaid revenues from the operation of the said Municipal Systems shall remain available for payments due or claimed to be due under this Contract without regard to any designation of such revenues by the Municipalities from time to time as operating revenue, retained earnings, reserves, surplus or otherwise. Nothing in this subparagraph (g) or this Contract shall, however, prohibit any Municipality from using any other legally available funds for payments due hereunder.

(h) Character of Payment Obligations as Operating Expenses. Inasmuch as obtaining water is an essential item of expense of a waterworks system, each of the Municipalities hereby represents and covenants that all payments required to be made by it pursuant to the provisions of Paragraph 5 hereof shall constitute operating expenses of its Municipal System and

that such payments will constitute operating expenses as to any and all revenue bonds of that Municipality which are supported in whole or in part by a pledge of the revenues of its Municipal System, with the effect that such Municipality's obligation to make payments from its water revenues under this Contract has priority over its obligation to make payments of the principal of and interest on any such bonds which are or will be supported in whole or in part by a pledge of that Municipality's Municipal System revenues. Consistent with this subparagraph (h), each of the Municipalities 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 Municipality obligations to be paid from the revenues of its Municipal System shall expressly provide that the revenues of the Municipal System may be used to pay the principal of and interest on such obligations only to the extent that those revenues exceed amounts required to pay the operating expenses of the Municipality's Municipal 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 Municipality hereunder. Without in any manner limiting the foregoing provisions of this subparagraph (h), it is also expressly understood and agreed that the obligation of each of the Municipalities under this Contract shall be enforceable against and collectable from any monies from time to time available in any of the various accounts and funds, including reserve and surplus accounts, maintained by the respective Municipalities in connection with their Municipal Systems.

8. Service to Others. Except for this Contract, no contract for the sale of water by the Commission to any customer shall be entered into unless authorized by a majority vote of the Commissioners and unless such contract contains rates or charges to any customer that are at least equivalent to the rates and charges provided by this Contract for the Municipalities. The Commission hereby acknowledges that future customers, other than the Municipalities, will not

have incurred the same risks nor undertaken the same financial obligations, as the Municipalities, and the Commission hereby agrees to take account of the risks and obligations undertaken by the Municipalities, including the fact that certain amounts paid by the Municipalities, and which were not to be repaid or were repaid only in part, when determining rates and charges to be included in contracts for water service to such future customers. The addition of new members to the Commission shall require the affirmative vote of the governing bodies of the Municipalities.

9. Force Majeure. In case by reason of Force Majeure any party hereto shall be rendered unable wholly or in part to carry out any of its obligations under this Contract, then if such party shall give notice and full particulars of such Force Majeure in writing to the other parties 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 term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of 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, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission to deliver water hereunder or of the Municipalities to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any Force Majeure

shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts 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. Notwithstanding the foregoing, Force Majeure shall not relieve any of the Municipalities of their respective obligations to make, when due, all payments as required under this Contract whether or not such Force Majeure results in a delay, interruption or termination of water delivery to such Municipality.

10. Modification. Except as to paragraph 2, 3, and 5 of this Agreement which may be amended by unanimous vote of the Commissioners, no other amendment shall be effective unless passed by each of the Member's elected bodies. Such modification may be requested by any party, in which event, unless the parties agree to some other procedure, a joint meeting of the Commissioners shall be held not more than ninety (90) days after the giving of such notice, at which joint meeting the requested changes or modifications shall be considered and discussed. No such change or modification shall be made which will affect the rights and interests of the holders of any loans obtained or bonds issued by Commission except in accordance with the provisions of the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission.

11. Non-Assignability. No party shall assign, sublet, or transfer this Contract or any rights or interests herein without the written consent of the Commission and all of the Municipalities, except that this provision shall not be deemed to preclude the Commission from including in any bond covenants or any ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission any provisions of whatever nature giving bondholders or any trustee appointed for their benefit rights in or under this Contract, including, without limitation, the right to enforce the provisions of this Contract.

It is hereby expressly agreed that in the event of the appointment of a trustee or trustees for the benefit of the holders of any loans obtained or bonds issued by Commission, such trustee or trustees may take whatever action at law or in equity it or they shall deem necessary or desirable to collect any payments or other amounts then due or thereafter to become due hereunder or to enforce performance and observance of any obligation, agreement or covenant of the parties hereto or of any of them, including, without limitation, the securing of mandamus or specific performance of the provisions of this Contract.

12. Regulatory Bodies. 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, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency of any of them; provided, however, that this Paragraph shall not be construed as waiving the right of any party to challenge such jurisdiction or the validity of any such rule, regulation, or law on any basis, including the impairment of this Contract.

13. Notices. Except in cases of emergency, all notices or communications provided for herein shall be in writing and shall be delivered to the Municipalities or the Commission either in person or by United States mail, via registered mail, return receipt requested, postage prepaid, addressed to the Municipalities as follows:

Village Manager
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, Illinois 60005

Village Manager
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, Illinois 60090

Village Manager
Village of Palatine

200 East Wood Street
Palatine, Illinois 60067

Village Manager
Village of Wheeling
255 West Dundee Road
Wheeling, Illinois 60090

or addressed to the Commission as follows:

Executive Director
Northwest Water Commission
1525 North Wolf Road
Des Plaines, IL 60016

until and unless other addresses are specified by notice given in accordance herewith. Notices and communications shall be deemed to be given or delivered on the date of delivery, if in person, or two days (excluding Saturdays, Sundays and holidays) after deposit in the mail, if by United States mail. Notice which is reasonable in view of the circumstances shall be given in cases of emergency.

14. Severability; Conflicts. Should any part, term, or provision of this Contract be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

It is expressly understood and agreed that in the event that there should at any time be any conflict or possibility of conflict between the provisions of this Contract and the provisions of the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission regarding the obligations of the Commission and the Municipalities, the provisions of the ordinance or ordinances authorizing the issuance of any loans obtained or bonds issued by Commission shall prevail.

15. Effective Date and Term. This Contract shall become effective at such time as it has been duly executed by the Commission and all of the Municipalities and shall continue in force and effect for a period of forty (40) years from the effective date of this Contract. The

Municipalities and the Commission agree to begin negotiation of a succeeding Water Supply Contract not later than five (5) years prior to the termination of this Contract.

16. Entire Agreement. From and after the effective date of this Contract, this Contract shall be deemed to and it shall supersede the following Agreements:

Northwest Water Commission Water
Supply Contract for the Village of
Arlington Heights, dated April 6, 1981

Northwest Water Commission Water
Supply Contract for the Village of Buffalo
Grove, dated April 6, 1981

Northwest Water Commission Water
Supply Contract for the Village of Palatine,
dated April 6, 1981

Northwest Water Commission Water
Supply Contract for the Village of
Wheeling, dated April 6, 1981

First Amendment to
Water Supply Contract for
the Village of Arlington Heights,
dated March 15, 1982

First Amendment to
Water Supply Contract
for the Village of Buffalo Grove,
dated March 15, 1982

First Amendment to Water Supply
Contract for the Village of Palatine,
dated March 8, 1982

First Amendment to Water Supply
Contract for the Village of Wheeling,
dated March 15, 1982

Intergovernmental Agreement Providing
for Proportionate Transfers of Funds
Between the Northwest Water
Commission and its Member

Municipalities dated March 15, 1982

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, the Village of Wheeling
dated April 4, 1983

First Amendment to the First Amended
Water Supply Contract dated September
5, 1990

Second Amendment to the First Amended
Water Supply Contract dated September
20, 1993

and said Agreements shall thereupon become null and void and of no further force or effect, and this Contract shall thereupon become the entire agreement between the Commission and the Municipalities with regard to the matters addressed herein.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original all as of the day and year first written above.

ATTEST:

NORTHWEST WATER COMMISSION

By _____
Chairman

VILLAGE OF ARLINGTON HEIGHTS

By _____
Village President

VILLAGE OF BUFFALO GROVE

By _____

Village President

VILLAGE OF PALATINE

By _____
Mayor

VILLAGE OF WHEELING

By _____
Village President

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EXHIBIT A

NORTHWEST WATER COMMISSION
WATER SUPPLY SYSTEM
AND MUNICIPALITY MUNICIPAL SYSTEMS

[ON FILE WITH THE NORTHWEST WATER COMMISSION]

EXHIBIT B

LAKE MICHIGAN ALLOCATIONS*
(In million gallons per day)

	<u>Arlington Heights</u>	<u>Palatine</u>	<u>Wheeling</u>	<u>Buffalo Grove</u>
1984	8.316	6.088	2.497	2.456
1985	8.350	6.193	2.690	2.594
1986	8.384	6.290	2.774	2.717
1987	8.418	6.437	2.858	2.840
1988	8.452	6.585	2.942	2.964
1989	8.486	6.731	3.026	3.087
1990	8.520	6.879	3.110	3.210
2000	8.850	7.706	3.650	4.487
2010	9.180	7.859	3.716	4.507
2020	9.500	8.505	4.005	4.920

* As amended from time to time by IDNR



Ordinance No. O-2020-18 : Ordinance Authorizing the Completion of a Feasibility and Eligibility Study for the Proposed 2020 Buffalo Grove Lake Cook Road TIF District

Recommendation of Action

Staff recommends approval.

To date, the Village has seen little growth and development through private investment along the Lake Cook Corridor. In an effort to help spur private development activity, staff has been working with SB Friedman to begin preliminary fieldwork regarding the establishment of a TIF District along the Lake Cook Road Corridor.

As the consultant has completed their preliminary fieldwork, staff is requesting that the Village Board approve an Ordinance authorizing SB Friedman to complete a final TIF Feasibility Study. This process of formally directing SB Friedman to complete the final report is a necessary first step for the possible creation of a TIF District. The adoption of the proposed Ordinance authorizes the completion of the study to determine if the area meets certain State of Illinois statutory requirements for designation as a blighted TIF area or a conservation TIF area. The adoption of the Ordinance does not authorize or create the TIF itself.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOC)
- Map (PDF)
- TIF Guide (PDF)

Trustee Liaison
Smith

Staff Contact
Chris Stilling, Community Development

Tuesday, February 18, 2020

VILLAGE OF BUFFALO GROVE



DATE: February 13, 2020

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Ordinance Authorizing a Feasibility and Eligibility Study for a Proposed TIF District

BACKGROUND

Building upon the recommendations of the Village's 2016 Economic Development Strategic Plan and Lake Cook Road Plan to explore various economic development tools within the Village, including areas along Lake Cook Road, in late 2017, SB Friedman Development Advisors (SB Friedman) prepared a presentation to the Village Board regarding Tax Increment Financing (TIF) Districts and other economic development tools.

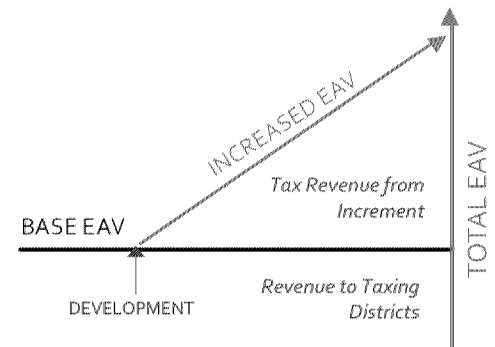
To date, the Village has seen little growth and development through private investment along the Lake Cook Corridor. In an effort to help spur private development activity, staff has been working with SB Friedman to begin preliminary fieldwork regarding the establishment of a TIF District along the Lake Cook Road Corridor.

As the consultant has completed their preliminary fieldwork, staff is requesting that the Village Board approve an Ordinance authorizing SB Friedman to complete a final TIF Feasibility Study. This process of formally directing SB Friedman to complete the final report is a necessary first step for the possible creation of a TIF District. The adoption of the proposed Ordinance authorizes the completion of the study to determine if the area meets certain State of Illinois statutory requirements for designation as a "blighted" TIF area or a "conservation" TIF area. The adoption of the Ordinance does not authorize or create the TIF itself.

STAFF SUMMARY

What Is TIF?

Tax increment finance (TIF) is a tool that generates a pool of money used for reinvestment within the TIF area. This pool of money is created by "freezing" the assessed value of a property when a TIF district is created, known as the baseline EAV. The Village, county, township, school districts, and other local governments continue to collect property taxes based upon the baseline EAV from the date when the TIF was created. Any increase in the property's assessed value which creates additional property tax revenue above the baseline EAV is deposited into the tax increment fund, which is then available for projects within the TIF district. TIF dollars can be used for public infrastructure, land assemblage, streetscape, demolition and site preparation, studies, surveys and plans, financing costs, professional services, rehabilitation or renovation of existing public or private buildings and environmental cleanup. ***Additional information about TIF can be found on the attachment to this memorandum.***



Why is a TIF Being Considered?

TIF funds help municipalities to make needed improvements to a specific area, like new roads, sewers, drainage improvements or provide incentives to attract private development and new businesses. TIF

designation also helps existing businesses expand or improve their properties that might otherwise find more attractive options elsewhere. TIF helps to overcome the extraordinary costs that often prevent development and private investment from occurring, including addressing flooding and environmental issues, investing in new infrastructure, and assembling properties into a single larger parcel for redevelopment.

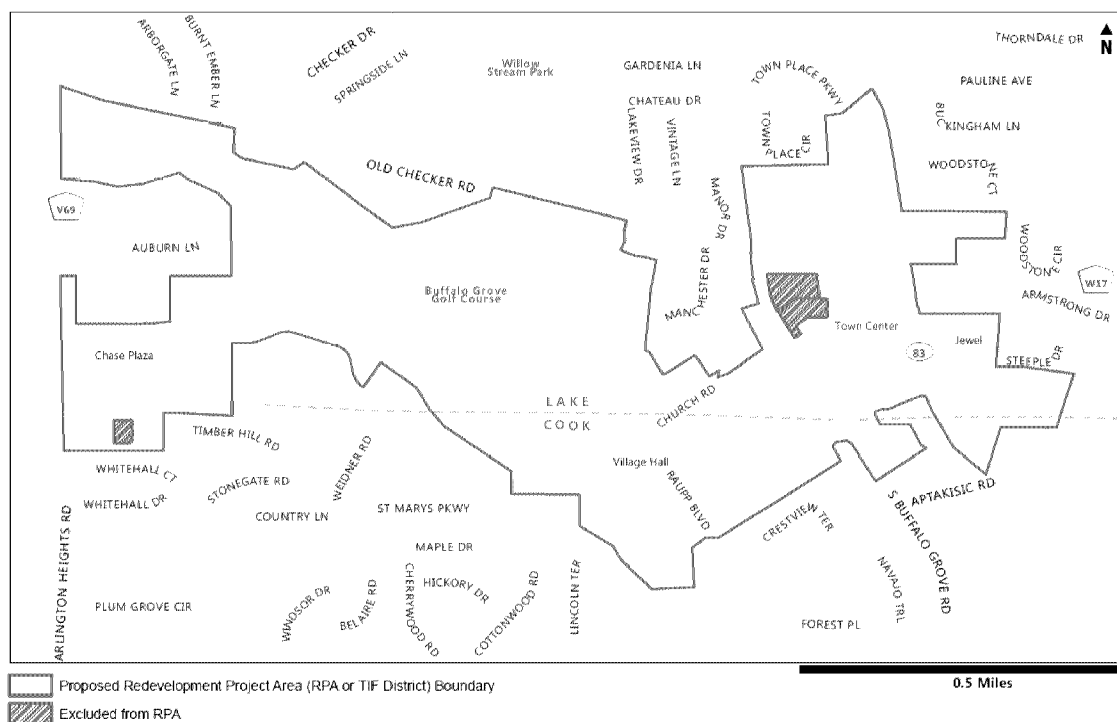
The Lake Cook Road Corridor has been showing signs of decline in property value, inadequate facilities, deterioration and an overall lack of investment. Following the adoption of the 2018 Lake Cook Corridor Plan, many developers have sought interest in certain parcels/sites within the corridor. Staff believes time is of the essence to develop a long-term strategy to spur development activity as some key sites are ready for redevelopment. Having a TIF available will ensure that the Village has the necessary economic tools in place to facilitate a public or private development project that is consistent with the Community's vision. It will also create a mechanism to fill any potential "gap" that may exist as part of a development proposal. Staff believes that given the challenges facing the Lake Cook Road area, future redevelopment of key sites would not occur without a TIF District.

How Does a TIF Impact Property Taxes?

Tax increment financing is not a new tax. Property owners within the district continue to pay their normal property taxes throughout the life of the TIF at the same rate (by taxing district). The incremental tax revenue generated within the TIF district is reinvested back into the area in which it was collected. In this way, the TIF district stimulates the investment in property that generates the revenue the TIF district uses to incentivize reinvestment and development. At the end of the TIF district's 23-year life (or sooner if the district can be closed out early), all real estate tax revenues are again shared proportionately by the taxing bodies based on their individual tax rates.

What Properties are Being Considered?

The TIF study area (map attached) is generally bounded on the west by Arlington Heights Road, on the south by Lake Cook Road, on the east by McHenry Road (IL Route 83) and on the north by Checker Drive. The area includes most of the properties that were evaluated as part of the 2018 Lake Cook Corridor Study including the key properties such as Town Center, Chase Plaza and the Grove Shopping Center. Certain areas have been excluded from the study area based upon the preliminary fieldwork which has shown that those areas would likely not qualify for the TIF District.



What is the Process?

The process for establishing a TIF is to first begin preliminary fieldwork to establish a preliminary boundary. Secondly, the Village needs to authorize the completion of the TIF Feasibility Study to determine if the area meets the requirements of the Tax Increment Allocation Redevelopment Act. The graphic highlights the overall process. As shown, the Village is at the second step of the process before a TIF District can be considered by the Village Board. The next steps of the process will take 3-4 months to complete.

It is important to note that prior to the Village Board taking action on any proposed TIF, a Joint Review Board (JRB) meeting is required. The JRB is made up of the various affected bodies located within the TIF Boundary. Staff will meet with the affected taxing bodies to address any questions or concerns they may have once the final report is available and before the Village convenes the required JRB meeting.

STAFF RECOMMENDATION

Staff recommends that the Village Board approve the attached Ordinance authorizing SB Friedman to complete the TIF Feasibility Study. This is an important first step to creating a useful economic development tool to assist with upcoming projects in the Lake Cook Corridor. The adoption of the proposed Ordinance only authorizes the completion of the study. It does not authorize or create the TIF itself. Once the TIF Report is finalized, it will be shared with both the Village Board and the public before any action on creating the TIF is taken.



ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING A FEASIBILITY STUDY AND ELIGIBILITY STUDY
FOR THE PROPOSED 2020 BUFFALO GROVE LAKE COOK ROAD TIF STUDY AREA,
BUFFALO GROVE, ILLINOIS**

WHEREAS, the Village Board of Trustees expressed concern that the area generally bounded on the west by Arlington Heights Road, on the south by Lake Cook Road, on the east by McHenry Road (IL Route 83) and on the north by Checker Drive, as more fully described herein (the “TIF Study Area”) as shown on the map attached hereto and made part hereof by reference as Exhibit “A”, was experiencing conditions that were operating to limit and prevent redevelopment in the TIF Study Area.

WHEREAS, the TIF Study Area on the whole has had a lack of growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the benefits provided by a TIF District.

WHEREAS, the Village Board of Trustees desires SB Friedman Development Advisors to complete a final Feasibility Study pursuant to Section 11-74.4-4.1 of the Tax Increment Allocation Redevelopment Act (the “Act”).

WHEREAS, the Village Board of Trustees desire to promote and protect the public health, welfare and safety of the TIF Study Area by encouraging redevelopment in the TIF Study Area.

WHEREAS, the Village Board of Trustees sought to determine whether the TIF Study Area qualified as a TIF District.

WHEREAS, Section 11-74.4-4.1 requires the Village to act by Ordinance or Resolution.

NOW THEREFORE, Be it ordained, by the Village President and Village Board of Trustees of the Village of Buffalo Grove, acting in the exercise of its home rule power that:

SECTION 1: The Village Board of Trustees authorizes SB Friedman Development Advisors to complete a feasibility study on the designation of the TIF Study Area as set forth in Exhibit "A" as a redevelopment project area.

SECTION 2: The TIF Study Area to be studied generally includes land bounded on the west by Arlington Heights Road, on the south by Lake Cook Road, on the east by McHenry Road (IL Route 83) and on the north by Checker Drive, as shown on the map attached hereto and made part hereof by reference as Exhibit "A".

SECTION 3: The purpose of the proposed redevelopment plan and project is to encourage reinvestment in the study area, enhance the tax base, provide new job opportunities, attract sound and stable commercial growth, and improve the general welfare and prosperity of the Village.

SECTION 4: Tax Increment Financing under the Act allows a municipality to create a TIF District. Once created the amount of real estate taxes generated from the TIF District over and above the real estate taxes generated in the base year of the TIF will be deposited into a TIF Fund so that those dollars constituting the incremental increase in taxes will be available to be spent on eligible redevelopment project costs as delineated in the Act. Individual projects will be the subject of redevelopment agreements. Utilizing TIF Funds to pay for TIF eligible project costs allows developers and property owners to invest money that they would not otherwise be willing to invest without the financial assistance provided by the TIF Fund. The benefit to the municipality, residents and taxpayers is to provide additional investment dollars in an area that would not otherwise be redeveloped. At the end of the TIF period, the real estate taxes over and above the base year's amount are then distributed to the taxing bodies and the amount of real estate taxes to be generated from the TIF District is anticipated to be higher than if no reinvestment occurred.

SECTION 5: Inquiries for additional information regarding this potential TIF District should be made to Christopher Stilling, Deputy Village Manager, 847-459-2500. His address is 50 Raupp Blvd, Buffalo Grove, IL 60089

SECTION 6:

This Ordinance shall be in full force and effect upon passage and approval as provided by law.

PASSED: This ____ day of _____, 2020

AYES: _____ **NAYS:** _____ **ABSENT:** _____ **PASS:** _____

APPROVED by me this ____ day of _____, 2020

Village President

ATTESTED and FILED in the office of the Village Clerk this ____ day of _____, 2020

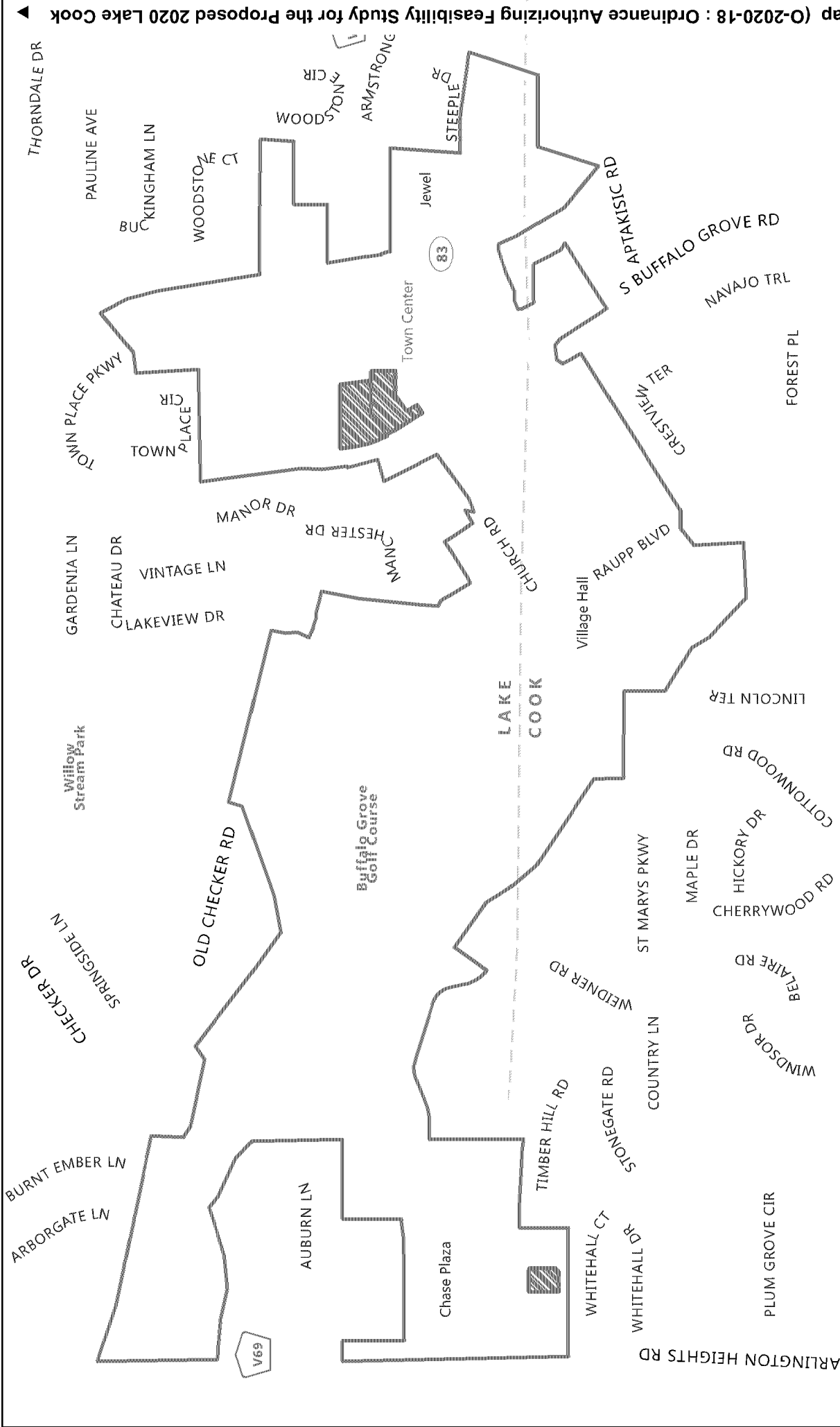
Village Clerk

**EXHIBIT A
MAP OF THE PROPOSED TIF STUDY AREA**

Attachment: Ordinance (O-2020-18 : Ordinance Authorizing Feasibility Study for the Proposed 2020 Lake Cook TIF District)

Proposed 2020 Buffalo Grove Lake Cook Road Redevelopment Project Area

9.G.c



Attachment: Map (O-2020-18 : Ordinance Authorizing Feasibility Study for the Proposed 2020 Lake Cook

A RESOURCE GUIDE TO TAX INCREMENT FINANCING (TIF)

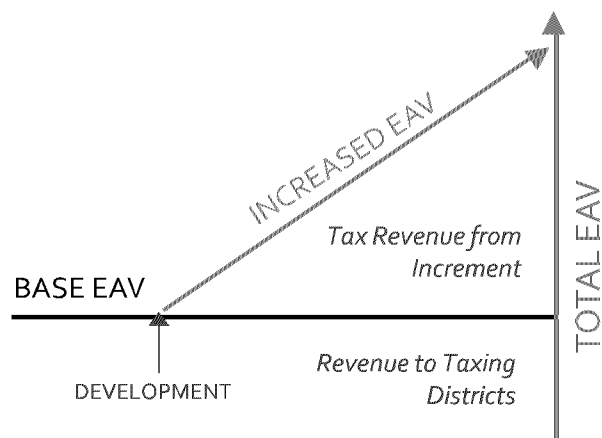
What Is TIF? Tax Increment Financing (TIF) is a program that allocates future increases in property taxes from a designated area, or TIF district, to pay for improvements within that area. In Illinois, the TIF district can remain in place for up to 23 years after its creation. The district can be extended for another 12 years, but an extension requires an act of the state legislature. Other states' laws regarding TIF vary, but the key principles are similar across the country.

How it Works

Normally, property is taxed by several different governmental jurisdictions: the municipality (City or Village), School District, County, Park District, Water Reclamation District, etc. The taxes levied are allocated to each district in accordance with its tax rate. (In this document, we refer to the municipality as the City, but it also applies to Villages).

Under TIF, the property taxes resulting from increased value due to new development, rehabilitation or improvement, property appreciation, equalization, or rate changes are all allocated to the City. Other jurisdictions continue to receive the property taxes generated by the base value of properties in the district.

All properties in the district are assessed in the same manner as all other properties and taxed at the same rate. TIF is not an increase in taxes. It is only a re-allocation of how they are used. Increases in property taxes experienced by property owners are due to reassessment and rate increases, not TIF.



Rationale

The rationale for TIF is that only the City has the responsibility and authority to support redevelopment and, more broadly, economic development. All taxing bodies benefit in the long run from the City's activities. It is, therefore, appropriate to utilize "their taxes" to help pay for costs necessary to bring about redevelopment from which the entire City will benefit. Since only the City can incur those costs, it is fair to re-allocate those tax dollars for the use of the City for a redevelopment project.

TIF District Designation

Eligibility

Illinois law provides for three different potential types of eligibility analyses that could result in an area being deemed eligible for designation as a TIF district:

1. Improved land
2. Vacant Land
3. Industrial Park Conservation Area & Jobs Recovery Act Eligibilities

1. Improved Land

If an area is improved, it can qualify for TIF eligibility in one of two ways:

Conservation Area. In this finding, over 50% of buildings within the area must be 35 years old or older; AND three (3) or more eligibility factors from the list below must be found to be present to a meaningful extent and reasonably distributed through the area:

- Dilapidation
- Obsolescence
- Deterioration
- Presence of structures below minimum code standards
- Illegal use of structures

- Excessive vacancy
- Lack of ventilation, light or sanitary facilities
- Inadequate utilities
- Excessive land coverage and overcrowding of structures and community facilities
- Deleterious land use or layout
- Environmental clean-up
- Lack of community planning
- Lack of growth in EAV

Blighted Area. In this finding, five (5) or more of the eligibility factors listed above must be found to be present to a meaningful extent and reasonably distributed throughout the area.

2. Vacant Land

There are two ways to qualify vacant land for TIF eligibility: the two-factor test or one-factor test.

Two-Factor Test. One way is to find that at least two (2) of the following six (6) factors are present to a meaningful extent and reasonably distributed throughout the study area:

- Obsolete platting
- Diversity of ownership
- Tax and special assessment delinquencies
- Deterioration of structures or site improvements in areas adjacent to vacant land
- Environmental issues
- Lack of growth in EAV

One-Factor Test. Vacant land may also qualify if the area meets one of the following criteria:

- Contains unused quarries, strip mines, or strip mine ponds
- Contains unused rail yards, rail tracks, or railroad rights-of-way
- Is subject to chronic flooding that adversely impacts real property or discharges water that contributes to flooding within the watershed (In order to consider this factor, the redevelopment project must provide for facility improvements that will contribute to the alleviation of all or part of the flooding)
- Contains unused or illegal dumping sites
- Was designated as a town center prior to January 1, 1982, is between 50 and 100 acres in size, and is 75% vacant land
- Qualified as blighted prior to becoming vacant

3. Industrial Park Conservation Area & Jobs Recovery Act Eligibilities

These two approaches are much less frequently utilized and are used only to designate industrial park TIF districts. They rely on findings regarding unemployment and inadequate infrastructure levels, vacant buildings, or environmentally contaminated sites.

These types of TIF districts only allow for industrial development and thus are rather limiting from a future land use perspective.

District Designation Required Findings and Tests

In addition to meeting the eligibility standards outlined above, to create a TIF district, the following tests must also be passed:

1. **Lack of Growth & Development through Investment by Private Enterprise.** This is a backward-looking finding that the area has not been subject to prior growth via private investment.
2. **"But for"** TIF, the study area "would not reasonably be anticipated to be developed."
3. **Contiguity.** A finding must be made that only those contiguous parcels of real property that are expected to benefit substantially from the TIF district are included in the district boundary.
4. **Conformance to the Plans of the Municipality.** The future land use plan for a TIF district must conform to the comprehensive plan or other land use plans or regulations for a City. TIF plans are not permitted to be used to make new land use policy.
5. **Housing Impact Study.** If the redevelopment plan would result in the displacement of residents from 10 or more inhabited residential units, or if the redevelopment project area contains 75 or more inhabited residential units, and no municipal certification that displacement will not occur is made, then a housing impact study is required.

Providing TIF Assistance to a Project

Public Project Review Considerations

The review considerations for supporting a public project, such as a park, streetscape or other public capital project, are relatively simple.

1. Are there sufficient TIF funds available or projected to be available to pay for the project?
2. Does the proposed project support the goals and objective of the TIF plan?

Private Project Review Considerations

For projects that are driven by private sector developers or business owners, providing public TIF funding should be considered an extraordinary intervention in the largely privately-driven real estate market. Accordingly, such interventions are worthy of a good deal of scrutiny, and any agreement to financially support a private project must be structured carefully to provide the City with reasonable protections and assurances regarding outcomes. We recommend that projects requesting City TIF assistance be reviewed in the following ways:

Project Feasibility Review – Before getting too far into detailed financial and legal work, some level of market and/or other higher-level feasibility testing may be warranted. Assuming the project passes this initial test, further research and analyses may be desired.

Public Benefit – This analysis is crucial because an inability to get private financing does not necessarily mean a project warrants TIF funding. The core question here is: “What is the benefit that the City is receiving that warrants an extraordinary intervention?” Public benefits can include bringing a contaminated site back into productive use, employment growth, and tax base growth, among others.

Eligible/Extraordinary Costs – State law only allows for certain types of costs to be paid for with TIF funds. A close inspection of the project budget is required to ensure that the City is reimbursing for legally allowed costs.

Gap Analysis – Assuming a project is providing sufficient public benefits to potentially warrant TIF funding, a detailed review of the project's financials is recommended. Examinations of projected revenues, costs, absorption pace, financing plan and other key elements of the project are necessary to determine whether the project needs TIF money to achieve a market-level return for the developer. By subjecting the project's financial projections to close scrutiny, the City also demonstrates to taxpayers and other taxing bodies that they are careful stewards of these funds and seek to use TIF only when the project legitimately requires assistance.

TIF Revenue Projections – In addition to validating the need for assistance, a City should also assess whether there will be sufficient revenues to provide the required assistance. Revenue projections based on market-validated comparable assessments and absorption levels provide a sense of the scale of potential assistance.

Balancing Risk and Structuring Deals – Once the level of assistance has been negotiated based on the work conducted above, the form, timing and terms of that assistance must be negotiated. For example, in this process, cities often introduce “go dark” provisions; if a project stops operating within a certain period of time, the TIF payments can be stopped and prior payments can be recaptured.

Bond Feasibility Study

If, in the course of reviewing the project's pro forma, it is determined that TIF bonds are required by the developer and/or desirable for the City, additional research regarding revenue projections will be required. Refined TIF revenue projections along with substantial supporting documentation must be prepared to make the bonds saleable both legally and from a market perspective.

Compliance and Reporting Considerations

TIF payments must be made as reimbursements for costs already incurred. Documentation of costs incurred and paid must be submitted and approved before releasing TIF funds. In addition, state law requires cities to prepare regular reports on TIF districts to help ensure that adequate public scrutiny is given to these funds.

Project Compliance

It is common practice for a City to review the documentation regarding TIF-eligible costs prior to making a payment. Documentation of project costs often includes:

1. Lien waivers for lienable costs such as hard construction costs
2. Copies of invoices and canceled checks for non-lienable costs (soft costs)
3. Transfer tax documents for land purchases
4. Interest cost statements from lenders

Some cities require a total investment amount as a part of their agreement(s) with developers. That figure can often be verified by reviewing an Owner's Sworn Statement in concert with other documents.

A close review of these documents ensures that a City is only reimbursing for costs that were incurred at the right time, in the right location, and used for legally allowable purposes. Again, close scrutiny of these issues can help show the care with which a City is utilizing TIF funds.

State Reporting Compliance

In addition to reviewing project costs to be sure that TIF funds are being spent legally, Illinois state law requires that cities generate reports to explain the activities occurring within a TIF district to other taxing bodies and the public. There are two major types of reports that must be generated:

1. Annual Reports – These reports are generated within a template provided by the State Office of the Comptroller. They provide a summary-level reporting of revenues and expenses for the most recent year and cumulatively since the creation of the TIF district. These reports must be completed prior to the annual Joint Review Board Meeting, also required by state law.

2. 10-Year Status Reports – Illinois law also requires cities to provide a status report after a TIF district has been in place for 10 years. State law provides general guidance in terms of report content. However, these reports are much more narrative in nature and can vary from one TIF district to another. For an example of a 10-Year Status Report completed for the City of Chicago, please visit: <http://bit.ly/K7309A>.

Conclusions

Tax Increment Financing (TIF) is a powerful tool that allows municipalities to make targeted investments to help spur economic development. The right combination of experience and expertise is essential to ensure that TIF districts are created and managed in accordance with applicable state statutes and maximize the public benefits of investing property tax dollars in public and private projects. In addition, following best practices in eligibility analysis and reporting can help ensure that public funds are well-managed and increase public confidence in municipalities' TIF programs. Enabling legislation requires a variety of findings when establishing a district, defines eligible costs that can be funded with TIF money, and requires ongoing reporting and compliance to help ensure transparency and accountability to taxpayers and other taxing bodies.

A well-managed TIF program can help certain communities spur development and/or redevelopment while being sensitive to legal and public policy concerns of other local stakeholders.

Note: This document is only a brief summary of the requirements and conditions for Tax Increment Financing. The full text, including recent reforms, of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, can be found online at: <http://bit.ly/1ghRAuP> | <http://bit.ly/K74f8B>

The full text of the Industrial Jobs Recovery Law can be found online at: <http://bit.ly/1dgCDek>

For more information on Tax Increment Financing and/or TIF consulting services, please contact SB Friedman Development Advisors at **(312) 424-4250** or info@sbfriedman.com.

TIF DISTRICTS IN ILLINOIS



Conceptual Rendering of Bryn Mawr Station



Resolution No. R-2020-12 : Inducement Resolution Regarding the Possible Adoption of the 2020 Buffalo Grove Lake Cook Road Tax Increment Financing District

Recommendation of Action

Staff recommends approval.

As part of the process of creating a possible Tax Increment Financing (TIF) District for the Lake Cook Road area, the staff is seeking approval of an Inducement Resolution regarding the proposed Inducement Resolution Regarding the Possible Adoption of the 2020 Buffalo Grove Lake Cook Road Tax Increment Financing District. The Inducement Resolution does not commit the Village to adopting a TIF, but merely states that should a TIF be adopted in the future, certain costs incurred by the Village or developer to redevelop a property would be considered by the municipality as being eligible for TIF reimbursement.

ATTACHMENTS:

- BOT Memo (DOCX)
- Inducement Resolution final (DOC)
- Proposed TIF Boundary (PDF)

Trustee Liaison

Smith

Staff Contact

Chris Stilling, Community Development

Tuesday, February 18, 2020

VILLAGE OF BUFFALO GROVE



DATE: February 13, 2020

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Inducement Resolution Regarding the Possible Adoption of the 2020 Buffalo Grove Lake Cook Road Tax Increment Financing District

BACKGROUND

As part of the process of creating a possible Tax Increment Financing (TIF) District for the Lake Cook Road area, the staff is seeking approval of an Inducement Resolution regarding the proposed Inducement Resolution Regarding the Possible Adoption of the 2020 Buffalo Grove Lake Cook Road Tax Increment Financing District. The Inducement Resolution does not commit the Village to adopting a TIF, but merely states that should a TIF be adopted in the future, certain costs incurred by the Village or developer to redevelop a property would be considered by the municipality as being eligible for TIF reimbursement.

STAFF RECOMMENDATION

Staff recommends that the Village Board approve the Inducement Resolution regarding the proposed 2020 Buffalo Grove Lake Cook Road Tax Increment Financing District.

**VILLAGE OF BUFFALO GROVE, ILLINOIS
INDUCEMENT RESOLUTION
RELATING TO THE POSSIBLE ADOPTION OF TAX INCREMENT FINANCING FOR THE 2020
BUFFALO GROVE LAKE COOK ROAD TIF DISTRICT**

WHEREAS, the Village of Buffalo Grove, Illinois (the "Village") is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health safety, morals, and welfare; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 11-74.4-1, et seq. (the "Act"), to finance redevelopment project costs in connection with redevelopment project areas established in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, the Village hereby finds and determines that the financing intended herein will serve the public purposes of the Village; and

WHEREAS, the Village desires to redevelop an area referred to as the 2020 Buffalo Grove Lake Cook Road TIF District Redevelopment Project Area generally bounded on the west by Arlington Heights Road, on the south by Lake Cook Road, on the east by McHenry Road (IL Route 83) and on the north by Checker Drive, and

WHEREAS, it appears that the area cannot be redeveloped without the adoption of a tax increment financing plan pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 11-74, 4-1, et seq. (the "TIF Act"); and

WHEREAS, pursuant to the TIF Act, to implement tax increment financing, it is necessary for the Village to adopt a redevelopment plan and redevelopment project, and designate a redevelopment project area on the basis of finding that the area qualifies pursuant to statutory requirements, and make a finding that the redevelopment project area on the whole has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the adoption of a redevelopment plan, which plans contains a commitment to use public funds; and

WHEREAS, the exact boundaries of the redevelopment project area are not precisely defined at this time or the exact content of the redevelopment plan pursuant to the TIF Act are not finalized at this time but will be established in the near future; and

WHEREAS, time is of the essence due to redevelopment interest and needs in the subject redevelopment area; and

WHEREAS, the Village will expend funds in the investigation of a potential Tax Increment Financing District, including, but not limited to, legal, engineering, planning and other consultants which would be eligible to be paid as eligible redevelopment project costs in the event the Tax Increment Finance District is created and as permitted by the Act (the “Village’s Potential Eligible Costs”); and

WHEREAS, in reliance upon the Village’s commitment to explore the issue of creating a Tax Increment Finance District, Developers may expend money with respect to the following expenses, including, but not limited to, engineering, legal, design, remediation, property acquisition and other expenses which could be reimbursed if a Tax Increment Finance District is created and as permitted by the Act (the “Developer’s Potential Eligible Costs”); and

WHEREAS, this Resolution does not obligate the Village to create a Tax Increment Finance District on the Property, or any portion thereof, nor shall it obligate the Village to enter into an RDA with a Developer, but rather, it is intended to induce Developers to pursue plans for redevelopment and to provide for the potential reimbursement of the Village’s Potential Eligible Costs and the Developer’s Potential Eligible Costs in the event such a Tax Increment Finance District is created, the costs are legally permitted to be reimbursed, and the Village agrees to reimburse such costs; and

NOW, THEREFORE, BE IT RESOLVED by the Village Board of Trustees of the Village of Buffalo Grove that

Section One: Incorporation of Recitals

The recitals set forth above are incorporated into this Section as if fully set forth herein.

Section Two: Property Review

Village staff has examined the Property and its condition and circumstances and, at this time, the Corporate Authorities conclude that it is reasonable to believe that a tax increment financing plan may be adopted for said Property and expenditures of development costs in furtherance of the plan and potential development may be allowable “redevelopment project costs” under the plan, provided however, that this resolution is not a guarantee that any such plan will be adopted, or that any such costs will be allowed as “redevelopment project costs” but rather, is an expression of the intent to consider that possibility in the event that a TIF District is created.

Section Three: Inducement

This Resolution is adopted for purposes of inducing the Village and Developers to proceed with the potential redevelopment of the Property and to incur costs pending the possible approval of a TIF and an RDA.

Section Four: Reimbursement

In the event a Tax Increment Finance District is created over some or all of the Property, the Village may consider making reimbursement for a developer’s Potential Eligible Costs and the Village’s Potential Eligible Costs to the extent approved by the Village and authorized by

law. In the event that no Tax Increment Finance District is created over some or all of the Property, the Village shall in no way be obligated to reimburse any developer for any of its costs or expenses.

Section Five: Authorization

The Corporate Authorities hereby authorize and direct the Village Manager or his/her designee to draft and execute all necessary documents and perform all necessary tasks to effectuate the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to, countersign, and affix the seal of the Village to all such documents as are deemed necessary.

Section Six: Other Actions Authorized

The officers and employees of the Village shall take all actions reasonably required or necessary to carry out and give effect to the intent of this Resolution and otherwise take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the actions contemplated herein.

PASSED AND APPROVED THIS __ DAY OF FEBRUARY, 2020

AYES __

NAYS __

ABSENT __

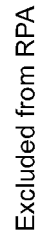
VILLAGE OF BUFFALO GROVE

By: _____
Village President

ATTEST: _____
Village Clerk

9.H.c

Packet Pg. 394





Ordinance No. O-2020-19 : Ordinance Establishing a Tax Increment Financing Interested Parties Registry for the Proposed 2020 Buffalo Grove Lake Cook Road TIF District

Recommendation of Action

Staff recommends approval.

Attached is the ordinance establishing the Interested Parties Registry and registration rules. This is a statutorily required ordinance for a jurisdiction that is contemplating Tax Increment Finance (TIF) District. The registry is kept by the Deputy Clerk and is utilized as a means to keep interested parties informed concerning the creation of a possible TIF district (i.e. notices, feasibility studies, and plans).

ATTACHMENTS:

- BOT Memo Registry (DOCX)
- Ordinance (DOC)

Trustee Liaison
Smith

Staff Contact
Chris Stilling, Community Development

Tuesday, February 18, 2020

VILLAGE OF BUFFALO GROVE



DATE: February 13, 2020

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Ordinance Establishing a Tax Increment Financing Interested Parties Registry for the Proposed 2020 Buffalo Grove Lake Cook Road TIF District

BACKGROUND

As part of the process of creating a possible Tax Increment Financing (TIF) District for the Lake Cook Road area, the Village is required to approve an Ordinance establishing an Interested Parties Registry. Approval of the Ordinance does not mean that the TIF will be established; however, approval of the ordinance is required pursuant to state law in order to set up an Interested Parties Registry and advance toward the possible establishment of a TIF.

STAFF SUMMARY

Prior to setting up a TIF Area, whether now existing or hereafter established, the Village is required to establish an Interested Parties Registry and adopt registration rules for the registry. Eligible interested parties include residents, taxpayers and organizations active within the Village. Upon registration, Interested Parties will be entitled to receive all notices and documents required to be delivered under these Rules or as otherwise required under the Act with respect to the area.

A person or organization seeking to register as an Interested Party with respect to the proposed TIF must complete and submit a Registration Form (attached as part of the Ordinance) to the Deputy Clerk, along with supporting documentation. The Registry will be maintained by the Deputy Clerk, or a designee of the Village Manager. The Deputy City Clerk will provide written notice to the registrant confirming registration.

If approved, a notice of the Establishment of an Interested Parties Registry and Registration Rules for the Registry for the proposed 2020 Buffalo Grove Lake Cook Road TIF District will be published in a local newspaper.

STAFF RECOMMENDATION

Staff recommends that the Village Board approve the attached Ordinance establishing a Tax Increment Financing Interested Parties Registry for the proposed 2020 Buffalo Grove Lake Cook Road TIF District.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF
THE TAX INCREMENT FINANCING "INTERESTED PARTIES"
REGISTRY FOR THE 2020 BUFFALO GROVE LAKE COOK ROAD TIF DISTRICT**

WITNESSETH:

WHEREAS, pursuant to Section 11-74.4-4.2 of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (the "TIF Act"), the Village of Buffalo Grove (the "Village") is required to establish an "Interested Parties Registry" and adopt registration rules for such registry for activities related to a redevelopment area;

WHEREAS, the Village of Buffalo Grove adopted Ordinance # _____, an ordinance authorizing SB Freidman Development Advisors to complete a Feasibility Study and Eligibility Study for the Proposed Buffalo Grove Lake Cook Road TIF (the "2020 TIF Study Area"), in the Village of Buffalo Grove, Illinois;

WHEREAS, the Village of Buffalo Grove now desires to create an "Interested Parties" Registry for the 2020 TIF Study Area so that it will be in place in the event the 2020 TIF Study Area is designated;

NOW, THEREFORE BE IT ORDAINED by the Village Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois (the "Village Board"), as follows:

SECTION 1: The Recitals contained in the preambles to this Ordinance are incorporated in and made a part of this Ordinance.

SECTION 2: The Village President or her designee, is hereby authorized and directed to create an "Interested Parties Registry" in accordance with Section 11-74.4-4.2 of the Act for the 2020 TIF Study Area now under study by the Village.

SECTION 3: In accordance with Section 11-74.4-4.2 of the Act, the Village Board hereby adopts the registration rules attached to this Ordinance as Exhibit "A" as registration rules for the 2020 Buffalo Grove Lake Cook Road TIF Study Area which shall be known as the "2020 Buffalo Grove Lake Cook Road TIF Interested Persons Registry." The Village President, with the consent of the Village Attorney as to form and legality, shall have the authority to amend such registration rules from time to time as may be necessary or desirable to comply with and carry out the purposes intended by the Act.

SECTION 4: If any provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not effect any of the other provisions of this Ordinance.

SECTION 5: All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED this _____ day of _____, 2020

AYES: _____ NAYES: _____ ABSENT: _____ PASS: _____

APPROVED by me this _____ day of _____, 2020

Village President

ATTESTED TO and FILED in the office of the Village Clerk this _____ day of _____, 2020

Village Clerk

[SEAL]

EXHIBIT "A"**THE VILLAGE OF BUFFALO GROVE, ILLINOIS
TIF INTERESTED PARTIES REGISTRY REGISTRATION RULES**

- A. Definitions. As used in these Registration Rules, the following terms shall have the definitions set forth below.
- "Act" shall mean the Tax Increment Allocation Redevelopment Act 65 ILCS 5/11-74.4-1 et seq., as amended from time to time.
- "Village" shall mean the Village of Buffalo Grove, an Illinois municipal corporation.
- "Interested Party(s)" shall mean (i) any organization(s) active within the Village, (ii) any resident(s) of the Village and (iii) any other entity or person otherwise entitled under the Act to register in a specific Registry who has registered in such Registry and whose registration has not been terminated in accordance with these Registration Rules.
- "Redevelopment Project Area" shall mean a redevelopment project area that (i) is intended to qualify (or has subsequently qualified) as a "redevelopment project area" under the Act and (ii) is subject to the "interested parties" registry requirements of the Act.
- "Registration Form" shall mean the form appended to these Registration Rules or such revised form as may be approved by the Village consistent with the requirements of the Act.
- "Registry" or "Registries" shall mean each interested parties registry, and all such registries, collectively, established by the Village pursuant to Section 11-74.4-4.2 of the Act for this Redevelopment Project Area.
- B. Establishment of Registry. The Village shall establish a separate interested parties registry for each Redevelopment Project Area, whether existing as of the date of the adoption of these Rules or hereafter established. The Village shall establish a new registry whenever it has identified an area for study and possible designation as a Redevelopment Project Area. In any event the process of establishing the new registry must be completed prior to the deadline for sending any of the notices required by Section (J) of these rules or any other notices required by the Act with respect to the proposed Redevelopment Project Area.
- C. Maintenance of Registry. The Registries shall be maintained by the Village Clerk or her designee. In the event the Village determines that an officer of the Village other than the Village Clerk should maintain the Registries, the Village may transfer the responsibility for maintaining the Registries to such another officer or department of the Village, provided that the Village (i) gives prior written notice to all Interested

Parties not less than thirty (30) days prior to such transfer and (ii) publishes notice of such transfer in a newspaper of general circulation in the Village.

- D. **Registration by Residents.** An individual seeking to register as an Interested Person with respect to a Redevelopment Project Area must complete and submit a Registration Form to the Village Clerk. Such individual must also show a copy of a current driver's license, lease, utility bill, financial statement or such other evidence as may be acceptable to the Village Clerk to establish the individual's current Village residency.
- E. **Registration by Organizations.** An organization seeking to register as an Interested Person with respect to a Redevelopment Project Area must complete and submit a Registration Form to the Village Clerk. Such organization must also submit a copy of a one-page statement describing the organization's current operations in the Village.
- F. **Determination of Eligibility.** All individuals and organizations whose Registration Form and, supporting documentation complies with these Registration Rules shall be registered in the applicable Registry within ten (10) business days of the Village Clerk's receipt of all such documents. The Village Clerk shall provide written notice to the registrant confirming such registration. Upon registration Interested Parties shall be entitled to receive all notices and documents required to be delivered under these Rules or as otherwise required under the Act with respect to the applicable Redevelopment Project Area. If the Village Clerk determines that a registrant's Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Village Clerk shall give written notice to the registrant specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a now Registration Form and supporting documentation.
- G. **Renewal and Termination.** An Interested Person's registration shall remain effective for a period of three years. At any time after such three year period the Village Clerk may provide written notice by regular mail to the Interested Person stating that such registration shall terminate unless the Interested Person renews such registration within thirty (30) days of the Village Clerk's mailing of written notice. To renew such registration, the Interested Person shall, within such thirty (30) day period, complete and submit the same Registration Form and supporting documentation then required of initial registrants in order to permit the Village Clerk to confirm such person's residency or such organization's operations in the Village. The registration of all individuals and organizations whose Registration Form and supporting documentation is submitted in a timely manner and complies with these Regulation Rules shall be renewed for an additional, consecutive three year period. If the Village Clerk determines that a registrant's renewal Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Village Clerk shall give written notice to the registrant at the address specified in the renewal Registration Form submitted by such registrant, specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation within thirty (30)

days of receipt of the Village Clerk's notice. If all defects are not corrected within thirty (30) days of the Interested Person's receipt of the Village Clerk's notice, the Interested Person's registration shall be terminated. Any Interested Person whose registration is terminated shall be entitled to register again as if a first-time registrant.

- H. **Amendment to Registration.** An Interested Party may amend its registration by giving written notice to the Village Clerk by certified mail of any of the following: (i) a change in address for notice purposes; (ii) in the case of organizations, a change in the name of the contact person; and (iii) a termination of registration. Upon receipt of such notice, the Village Clerk shall revise the applicable Registry accordingly.

- I. **Registries Available for Public Inspection.** Each Registry shall be available for public inspection during normal Village business hours. The Registry shall include the name, address and telephone number of each registered resident and for each registered organization, the name and phone number of a designated contact person.

- J. **Notices to be sent to Interested Parties.** Interested Parties shall be sent the following notices and any other notices required under the Act with respect to the applicable Redevelopment Project Area:
 - (i) pursuant to Section 11-74.4-5(a) of the Act, notice of the availability of a proposed redevelopment plan and eligibility report, including how to obtain this information, such notice shall be sent by mail within a reasonable period of time after the adoption of the ordinance fixing the public hearing for the proposed redevelopment plan;

 - (ii) pursuant to Section 11-74.4-5(a) of the Act, notice of changes to proposed redevelopment plans that do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of households will exceed ten; such notice shall be sent by mail not later than ten (10) days following the Village's adoption by ordinance of such changes;

 - (iii) pursuant to Section 11-74.4-5(c) of the Act, notice of amendments to previously approved redevelopment plans that do not: (i) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than five percent after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment

project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase number of low or very low income households to be displaced from the redevelopment project area, provided that measured from time of creation of the redevelopment project area the total displacement of households will exceed ten; such notice shall be sent by mail not later than ten days following the Village's adoption by ordinance of any such amendment;

(iv) pursuant to Section 11-74.4-5(d)(9) of the Act, for plans or projects that would result in the displacement of residents from ten or more inhabited residential units or that contain 75 or more inhabited residential units, notice of the availability of annual report described by Section 11-74.4-5(d) of the Act, including how to obtain the annual report; such notice shall be sent by mail within a reasonable period of time after completion of the certified audit report.

(v) pursuant to Section 11-74.4-6(e) of the Act, notice of the preliminary public meeting required under the Act for a proposed Redevelopment Project Area that will result in the displacement of ten or more inhabited residential units or which will contain 75 or more inhabited residential units, such notice shall be sent by certified mail not less than 15 days before the date of such preliminary public meeting.

- K. Non Interference. These Registration Rules shall not be used to prohibit or otherwise interfere with the ability of eligible organizations and individuals to register for receipt of information to which they are entitled under the Act.
- L. Amendment of Registration Rules. These Registration Rules may be amended by the Village subject to and consistent with the requirements of the Act.

EXHIBIT "B"**NOTICE****VILLAGE OF BUFFALO GROVE****TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA REGISTRATION
FOR INTERESTED PARTIES REGISTRY**

Pursuant to Section 11-74.4-4.2 of the Tax increment Allocation Redevelopment Act 65 ILCS 5/11-74.4-1 et seq. (the "Act") the Village of Buffalo Grove, Illinois (the "Village") is required to establish an interested parties registry ("Registry" or "Registries") for each Tax Increment Financing ("TIF") redevelopment project area created pursuant to the Act (a "Redevelopment Project Area") whether existing as of the date of this notice or hereafter established. The Village will be adopting an ordinance authorizing the establishment of Registries by the Village Clerk and adopting registration rules for such Registries. The purpose of this notice is to inform interested parties of the Registries and registration rules for the Registries and to invite Interested Parties (as defined below) to register in the Registry for any Redevelopment Project Area.

Any organization active within the Village and any resident of the Village (an "Interested Party") is entitled to register in the Registry for any Redevelopment Project Area. Organizations include, but are not limited to, businesses, business organizations, civic groups, not-for-profit corporations and community organizations.

An organization seeking to register as an Interested Party with respect to a Redevelopment Project Area must also complete and submit a registration form to the Village Clerk. Such individual must also show a copy of a current driver's license, lease, voter registration card, utility bill, financial statement or such other evidence as may be acceptable to the Village Clerk to establish the individual's current Village residency.

An Interested Party Registry is being established for the following TIF Redevelopment Project Area, adoption of which the Village intends to pursue: 2020 Buffalo Grove Lake Cook Road Redevelopment Project Area

All individuals and organizations whose registration form and supporting documentation comply with the registration rules and who submit such documentation, either in person or by mail, to the Village Clerk, Village of Buffalo Grove, 50 Raupp Road, Buffalo Grove, IL 60089, will be registered in the applicable Registry within ten (10) business days of the Village Clerk's receipt of all such documents. The Village Clerk will provide written notice, to the registrant confirming such registration. Upon registration, Interested Parties will be entitled to receive all notices and documents required to be delivered under the Act with respect to the applicable Redevelopment Project Area. If the Village Clerk determines that a registrant's registration form and /or supporting documentation is incomplete or does not comply with the registration rules adopted by the Village, the Village Clerk will give written notice to the registrant specifying the defects. The registrant will be entitled to correct any defects and resubmit a new registration form and supporting documentation. An interested Party's registration will remain effective for a period of three years. Rules for the renewal

or amendment of an Interested Party's registration are included with the registration form that may be obtained as described in this Notice.

Each Registry will be available for public inspection at the office of the Village Clerk during normal Village business hours. The Registry will include the name, address and telephone number of each Interested Person and, for organizations, the name and phone number of a designated contact person.

Interested Parties will be sent the following notices and any other notices required under the Act with respect to the applicable Redevelopment Project Area:

- (i) pursuant to Section 11-74.4-5(a) of the Act, notice of the availability of a proposed redevelopment plan and eligibility report, including how to obtain this information; such notice will be sent by mail within a reasonable period of time after the adoption of the ordinance fixing the public hearing for the proposed redevelopment plan;
- (ii) pursuant to Section 11-74.4-5(a) of the Act, notice of changes to proposed redevelopment plans that do not (1) add additional parcels of property to the proposed development project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that, measured from the time of creation of the redevelopment project area, the total displacement of inhabited households will exceed 10; such notice will be sent by mail not later than 10 days following the Village's adoption by ordinance of such changes;
- (iii) pursuant to Section 11-74.4-5(c) of the Act, notice of amendments to previously approved redevelopment plans that do not (1) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than five percent after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan or (6) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of inhabited households will exceed ten; such notice will be sent by mail not later than ten days following the Village's adoption by ordinance of such amendment;
- (iv) pursuant to Section 11-74.4-5(d)(9) of the Act, for redevelopment plans or projects that would result in the displacement of residents from ten or more inhabited residential units or that contain 75 or more inhabited residential units, notice of the availability of this information, including how to obtain the report, required by subsection (d) of Section 5/11-74.4-5 of the Act; such notice will be sent by mail within a reasonable period of time after completion of the certified audit report; and

(v) pursuant to, Section 11-74.4-6(e) of the Act, notice of the preliminary public meeting required under the Act for a proposed Redevelopment Project Area that will result in the displacement of ten or more inhabited residential units, such notice will be sent by certified mail not less than 15 days before the date of such preliminary public meeting. Registration forms can be picked up at the office of the Village Clerk, Village of Buffalo Grove, 50 Raupp Road, Buffalo Grove, Illinois 60089. Registration forms can be obtained by interested Parties in person or by their representatives. Registration Forms will not be mailed or faxed.

_____, 2020

Village Clerk
Village of Buffalo Grove, Illinois

EXHIBIT "C"**INTERESTED PARTY REGISTRATION FORM FOR
2020 BUFFALO GROVE LAKE COOK ROAD TIF****TO WHOM IT MAY CONCERN:**

You have expressed an interest in having your name placed on the 2020 Buffalo Grove Lake Cook Road TIF District Interested Party Registration list.

I have enclosed a copy of the Village of Buffalo Grove, Illinois Interested Party Registration Rules and Registration form for the 2020 Buffalo Grove Lake Cook Road TIF District.

Please familiarize yourself with the rules. If you desire to be placed on this Interested Party Registry for the 2020 Buffalo Grove Lake Cook Road TIF, please complete the Registration Form below and return it to my attention with some evidence of your residency and/or organization's activity within the Village of Buffalo Grove. Upon receipt of the registration form and evidence of residency and/or organizational activity. I will place you on the Interested Parties Registry.

Evidence of residency can be by a copy of a current driver's license, a lease, utility bill, financial statement or such other evidence as may be acceptable to the Village Clerk to establish residency or organizational activity.

Thank you

Julie Kamka
Deputy Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089
(847) 459-2500

Name: _____

Organization if appropriate: _____

Street Address: _____

City, State and Zip Code: _____

Evidence of Residency or Organizational Activity being submitted:

Date: _____



Ordinance No. O-2020-20 : 2020-2022 GHA Design and Construction Engineering

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the Gewalt Hamilton Associates design and construction engineering contract for a portion of the Village's Infrastructure Modernization Program for 2020 through 2022, subject to review and approval by Village Attorney.

ATTACHMENTS:

- GHA Memo (DOCX)
- Notice to Proceed GHA (DOCX)
- GHA Ordinance (DOCX)
- Professional Service Contract 2020-2020 -GHA Edits (PDF)

Trustee Liaison

Stein

Staff Contact

Kyle Johnson, Engineering

Tuesday, February 18, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: February 13, 2020

TO: Jenny Maltas, Deputy Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Gewalt Hamilton Associates, Inc. (GHA) Consultant Agreement

Gewalt Hamilton Associates, Inc. (GHA) has submitted a Professional Services Contract for survey, design engineering, and construction engineering to be performed for the planned Infrastructure Modernization Program in 2020, 2021 and 2022. Staff will then bid the construction projects within the proposal with the Board's approval during the 2020, 2021 and 2022 construction seasons. Much of the work is contingent upon the Village Board bonding additional funds for road and water construction in the upcoming months. If the Village does not seek additional funds through bonding, then the work contingent on those funds will not be performed by GHA to stay within the annual road and water improvement budgets and this contract will not be fully utilized. Their Notice to Proceed will only authorize \$163,000.00 worth of work at this time, with remainder following the Board's authorization of more funding.

GHA, Inc. is submitting for survey, design engineering and construction engineering services on:

- 2020 Saxon/Downing Water & Street Improvements
- 2020 Gail/Green Knolls Street Improvements
- 2020 Melinda/Hiawatha Water & Street Improvements
- 2020 Hidden Lake Street Improvements
- 2020 Motor Fuel Tax Maintenance Projects
 - Sidewalk
 - Cracksealing
 - Pavement Patching
 - Pavement Marking
 - Various Drainage Improvements
- 2021 Northwood Street Improvements
- 2021 Motor Fuel Tax Maintenance Projects
 - Sidewalk
 - Cracksealing
 - Pavement Patching

- Pavement Marking
- Various Drainage Improvements
- 2022 Forest/Glendale Water & Street Improvements
- 2022 Golfview Water Improvements
- 2022 Motor Fuel Tax Maintenance Projects
 - Sidewalk
 - Cracksealing
 - Pavement Patching
 - Pavement Marking
 - Various Drainage Improvements

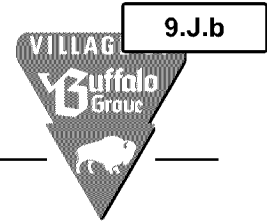
Staff chose GHA for these services based upon their positive response to the 2017 Engineering Request for Qualifications (RFQ) and their high level of service for residents with projects that can be highly disruptive and invasive. As a critical member of the Village's street and utility improvement project team from 2014 to present, they have helped to establish strong, contracted expectations from those performing the work along with showing an appreciation for the frustration caused by the work for the residents. Gewalt Hamilton Associates has worked with several Departments and Divisions within the Village over the years, which now allows them to be efficient and understanding with requirements of the Village.

Grouping these projects together in one contract for a three year period creates economies of scale for the Village. Based upon the initial outlay of the Infrastructure Modernization Program it was anticipated these services would cost the Village \$3,926,250, or 23.0% of the construction values. GHA's contract only represents 18.9% of the construction values, which is a net savings to the Village of \$695,350. While these savings may not be as substantial as some of the other consultant contracts in the Infrastructure Modernization Program, these particular projects are the most challenging offering many variables that will be controlled by other agencies and influences. Due to these uncontrolled factors, the contingencies still tied to GHA's contract remain as proposed; however if found unnecessary, those tasks will not be performed and this contract will not be fully utilized. Furthermore, time and effort is saved by the Village Board and staff awarding one contract, as multiple contract procurements are not required; allowing that time to be focused on communications, technical requirements and other impacts of the Infrastructure Modernization Program.

Based upon the scope of work \$1,749,233 will be expended from Capital Street Project Funds and \$1,481,667 will be from Capital Water Project Funds.

Staff recommends approval of the Gewalt Hamilton Associates, Inc. contract, subject to review and approval by Village Attorney.

**VILLAGE OF
BUFFALO GROVE**



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

Kyle E. Johnson, P.E.
Civil Engineer II
Phone 847-459-2523
kjohnson@vbg.org

February 19, 2020

Lco Morand
Assistant Director of Municipal Services
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061

Re: Notice to Proceed

Mr. Morand:

You are hereby notified to proceed with the following segments of the Professional Surveying, Engineering and Resident Engineering Services for the 2020-2022 Capital Improvement Projects up to the shown amounts.

Saxon/Downing Project – Resident Engineering/Construction Staking - \$50,000.00
Melinda/Hiawatha Project – Existing Conditions Survey - \$27,000.00
Melinda/Hiawatha Project – Final Engineering - \$50,000.00
Hidden Lake Project – Final Engineering - \$12,000.00
2020 MFT Projects – Final Engineering - \$4,000.00
2020 MFT Project - Resident Engineering/Construction Staking - \$20,000.00
Total Value of Work Authorized to Start = \$163,000.00

You are required to send the Certificates of Insurance and the Performance & Payment Bond prior to the first day of work.

Further authorization for work under this contract will be given once additional funding is developed and authorized by the Village Board. You are not authorized to perform any other work until further authorization is supplied.

If you should have any questions please contact me at 847-459-2523.

Thank you,

Kyle Johnson, P.E.
Civil Engineer II



ORDINANCE 2020-_____

AN ORDINANCE AUTHORIZING AN ENGINEERING AGREEMENT WITH GEWALT HAMILTON ASSOCIATES, INC. (GHA)

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 Engineering Agreement with Gewalt Hamilton Associates, Inc. (GHA) for survey, design and construction engineering of select Infrastructure Modernization Projects from 2020 to 2022,

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

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

SECTION 2. The Village Manager is authorized to enter into an Engineering Agreement with Gewalt Hamilton Associates, Inc. (GHA) for survey, design and construction engineering of select Infrastructure Modernization Projects from 2020 to 2022 at a price not to exceed \$3,230,900.00.

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 shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2020
APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

VILLAGE OF BUFFALO GROVE PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is dated as of the 18th day of February 2020 ("**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:

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

GHA GEWALT HAMILTON
ASSOCIATES, INC.
 CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

February 5, 2020
 Updated February 7, 2020

Mr. Kyle E Johnson, P.E.
 Civil Engineer II
 Village of Buffalo Grove
 51 Raupp Blvd.
 Buffalo Grove, IL 60089

Re: Professional Surveying, Engineering, and Resident Engineering Services
 2020 -2022 Capital Improvement Projects
 Village of Buffalo Grove
 GHA Proposal No. 2020.M001

Dear Mr. Johnson:

Thank you for considering Gewalt Hamilton Associates, Inc. (GHA) for the surveying and design engineering, resident engineering, and construction staking services for the above referenced project. Our firm is well qualified to perform this work and is eager to continue serving the Village of Buffalo Grove. We understand the significance of this program and look forward to being part of the team to deliver these projects to the residents of Buffalo Grove.

The 2020-2022 Capital Improvement Projects that GHA has been asked to assist with include:

- Saxon/Downing Project (2020)
- Green Knolls/Gail Project (2020)
- Melinda/Hiwatha Project (2020)
- Hidden Lake Drive (2020)
- Northwood at Buffalo Grove Project (2021)
- Forest/Glendale Project (2022)
- Golfview Project (2022)
- Various MFT Improvements (2020-2022)

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.
 Assistant Director of Municipal Services
Imorand@gha-engineers.com

Encl.: GHA Proposal No. 2020.M001

Attachment: Professional Service Contract 2020-2020 -GHA Edits (O-2020-20 : 2020-2022 GHA Design and Construction Engineering)

Professional Surveying, Engineering, and Resident
 Engineering Services
 2020 – 2022 CIP Program
 Village of Buffalo Grove
 GHA Proposal No. 2020.M001

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

I. Project Understanding

The Village of Buffalo Grove wishes to conduct various Capital Improvement Projects between 2020 and 2021 consisting of work at various locations within the Village, as follow:

1. Saxon/Downing Project – 2020 – 4,900 Linear Feet
 - a. The Saxon/Downing Project will most likely include replacement of all water main and pavement and select improvements to the storm sewer, curb and sidewalk. Full engineering plans and specifications will be developed for bidding and construction. This effort is already being provided under a separate contract.
 - b. A conventional existing condition survey of the project limits is already being provided under a separate contract.
 - c. A Cook County permit will be necessary for work within the Buffalo Grove Road right of way.
 - d. An Illinois Department of Transportation permit will be necessary for work within the Dundee Road right of way.
 - e. An Illinois Environmental Protection Agency Division of Public Water Supplies permit will be necessary for the water main improvements.
 - f. An Illinois Environmental Protection Agency NPDES permit will be necessary due to the amount of soil disturbance created by this project.
 - g. Resident Engineering and Construction Staking services will be provided on this project.
2. Green Knolls/Gail Project – 2020 – 4,550 Linear Feet
 - a. The Green Knolls/Gail Project will most likely include replacement of all road base, pavement and curb. Select improvements to include storm sewer and sidewalk. Full engineering plans and specifications will be developed for bidding and construction. This effort is already being provided under a separate contract.
 - b. A conventional existing condition survey of the project limits is already being provided under a separate contract.

- c. An Illinois Environmental Protection Agency NPDES permit will be necessary due to the amount of soil disturbance created by this project.
 - d. Resident Engineering and Construction Staking services will be provided on this project.
- 3. Melinda/Hiawatha Project – 2020 – 4,225 Linear Feet
 - a. The Melinda/Hiawatha Project will most likely include replacement of all water main and pavement and select improvements to the storm sewer, curb and sidewalk. Full engineering plans and specifications will be developed for bidding and construction.
 - b. A conventional existing condition survey of the project limits will also be necessary.
 - c. An Illinois Environmental Protection Agency Division of Public Water Supplies permit will be necessary for the water main improvements.
 - d. An Illinois Environmental Protection Agency NPDES permit will be necessary due to the amount of soil disturbance created by this project.
 - e. Resident Engineering and Construction Staking services will be provided on this project.
- 4. Hidden Lake Drive Project – 2020 – 2,150 Linear Feet
 - a. The Hidden Lake Project will most likely include pavement patching and select curb and sidewalk replacement. Full quantities and specifications will be developed for bidding and construction.
 - b. Resident Engineering and Construction Staking services will be provided on this project.
- 5. Northwood at Buffalo Grove Project – 2021 – 5,900 Linear Feet
 - a. The Northwood at Buffalo Grove Project will most likely include replacement of all pavement and select improvements to the storm sewer, curb and sidewalk. Full engineering plans and specifications will be developed for bidding and construction.
 - b. A conventional existing condition survey of the project limits will be necessary.
 - c. An Illinois Environmental Protection Agency NPDES permit will be necessary due to the amount of soil disturbance created by this project.
 - d. Resident Engineering and Construction Staking services will be provided on this project.
- 6. Forest/Glendale Project – 2022 – 8,175 Linear Feet
 - a. The Forest/Glendale Project will most likely include replacement of all water main and pavement and select improvements to the storm sewer, curb and sidewalk. Full engineering plans and specifications will be developed for bidding and construction.
 - b. A conventional existing condition survey of the project limits will be necessary.
 - c. An Illinois Environmental Protection Agency Division of Public Water Supplies permit will be necessary for the water main improvements.
 - d. An Illinois Environmental Protection Agency NPDES permit will be necessary due to the amount of soil disturbance created by this project.

- e. Resident Engineering and Construction Staking services will be provided on this project.
7. Golfview Project – 2022 – 2,300 Linear Feet
- a. The Golfview Project will most likely include replacement of all water main and pavement and select improvements to the storm sewer, curb and sidewalk. Full engineering plans and specifications will be developed for bidding and construction.
 - b. A conventional existing condition survey of the project limits will be necessary
 - c. A Cook County permit will be necessary for work within the Buffalo Grove Road right of way.
 - d. An Illinois Department of Transportation permit will be necessary for work within the Dundee Road right of way.
 - e. An Illinois Environmental Protection Agency Division of Public Water Supplies permit will be necessary for the water main improvements.
 - f. An Illinois Environmental Protection Agency NPDES permit will be necessary due to the amount of soil disturbance created by this project.
 - g. Resident Engineering and Construction Staking services will be provided on this project.
8. Various MFT Improvements (2020-2022)
- a. The Various MFT Improvements are anticipated to include projects such as pavement patching, pavement markings, cracksealing, sidewalk patching, etc. using MFT funds. It is anticipated that the Village will budget roughly \$750,000 of MFT funds each year to use on these projects. Full bid documents including specifications and quantities will be developed for bidding and construction. We note that the 2020 MFT program is being completed for the most part under a separate contract.
 - b. Resident Engineering and Construction Staking services will be provided on this project.

II. Scope of Services

The scope of services is based upon our knowledge of the Village, our review of the information furnished to us, and our extensive experience in preparing contract documents for water main improvement projects.

A. Existing Conditions and Topographic Survey

GHA shall provide an existing condition and topographic survey of the right-of-way (ROW). GHA will obtain benchmark data (NAVD 88) from the Village of Buffalo Grove, Lake/Cook County, or the USGS. All spot grades and contours will be referenced to NAVD88 Elevations. Our cost presumes a suitable benchmark will be located within 1,000' of the site. GHA's services for the survey will include:

1. Detailed schedule of the survey control with X, Y, and Z coordinates.
2. Locate all topographic features within the various project limits. This data will include curbs (including type of curb), pavements, driveways, sidewalks, visible property monuments, ROW line monuments and all visible utilities. The project limits will extend 25' beyond each leg of the

intersecting streets. Each driveway will be surveyed with elevations provided to 10' past the sidewalk or ROW, wherever possible.

3. Location, size (diameter), direction of flow, pipe material type, rim and invert elevations of water, sanitary and storm utilities existing within the ROW, as evidenced by onsite observation. Confined space entry is not included in this scope of work.
4. Elevations will be obtained at all surveyed points. The cross-section data will include the back of sidewalk, street edge of sidewalk, top of curb, curb flow line, and centerline of pavement. Elevations will be obtained at each manhole, catch basin, and valve vault rim. At intersections, the flow line elevations for all curb returns, grade breaks, and locations 25', 50', and 100' distant will also be obtained.
5. Locate existing tree and brush lines in the ROW. Trees 6" in diameter or greater will be individually located (tagging and identification are not included).
6. Contact Joint Utility Location Information for Excavators (JULIE) to obtain copies of atlas maps identifying public utility information that may be located within the project area. This work does not include contacting JULIE for a field locate.
7. Establish the Village ROW and property lines within the limits of the survey work.

B. Final Engineering Design Phase

Upon notice to proceed, GHA will provide the following services:

1. Meet with Village Staff to discuss the project. We anticipate up to four (4) meetings with Village staff throughout the design process of each project. We have based our level of compensation on this number of meetings. Additional meetings requested by the Village will be billed as an additional service.
2. Preparation of final engineering plans to include a Title Sheet, Plans, General Notes and Details for Construction.
3. Preparation of project notes and contract specific directions for road improvements, including traffic control, working conditions, material specifications, coordination with public inspection agencies, and other coordination and construction information.
4. Preparation of a submittal to the various permitting agencies noted in the Project Understanding.
5. Preparation of an Engineer's Opinion of Probable Cost based on the completed final engineering plans and specifications.
6. Preparation of complete bid packages for distribution to contractors and the Village.
7. Respond to bidding questions and issue addenda as necessary.
8. Attend the bid opening, prepare a summary of the received bids, and make a recommendation for award of the contract.

C. Resident Engineering Services

Upon notice to proceed, GHA will provide the following services:

2. Preconstruction Meeting and Coordination

- a. Prepare an agenda and lead the preconstruction meeting.
 - b. Provide meeting minutes to all attendees.
 - c. Review shop drawings (with Village input), schedule, subcontractors and all other preliminary information before starting work.
 - d. Curb patches will not be laid out on the plans, it is expected the construction engineer will select these areas.
 - e. ADA corners will only be designed at controlled stops. It is expected the construction engineer will determine the limits of removal and design the modifications in the field to ensure current compliance with current rules and regulations.
3. Construction Observation and Documentation
- a. Full-time construction observation. The Village does not allow for Saturday work unless it creates an overall benefit to the residents. If it is permitted, then one full day is removed from the completion date.
 - b. Conduct weekly progress meetings and supply all attendees with meeting minutes.
 - c. Ensure all materials and procedures are in conformance with the contract, plans and specifications.
 - d. Maintain IDOT inspection rates.
 - e. Create a photo log of the construction process.
 - f. Communicate with all residents about their project related concerns.
 - g. Maintain daily documentation in accordance with IDOT's documentation of contract quantities and complete weekly reports for the contractor's and Village's use.
 - h. Create and agree to pay estimates with the contractor, and then provide recommendations to the Village.
 - i. If a field change or authorization is required, whether force account or agreed unit price, GHA will notify and advise the Village prior to making any decisions. In addition, our detailed documentation of the Contractor's daily activities will help provide sufficient information to permit verification of the nature and costs of any changes in plans or authorized extra work.
 - j. Other various tasks as needed to complete the project work.
 - k. After the contractor has submitted notice of final completion in writing of the project the Village will walk the site with the contractor to assemble a punch list. The construction engineer will need to be present for this walk through and all of the contractor's effort in completing the punch list work. The Village will then complete the final walk through when all of the punch list work is complete. As the extent of punch list work is unknown at this time please use 160 hours of construction engineer time and 12 hours of project manager for this portion of the work.
 - l. As a representative or liaison of the Village of Buffalo Grove, GHA staff understands the importance of our interface with the public, and will conduct all dealings with public

officials, business owners, residents, and the traveling public with professionalism and courtesy.

4. Asset Management Documentation

We understand the Village will provide iPads with Cartegraph apps already loaded in order for us to document the necessary assets during construction. We will perform the following tasks:

- a. Pavement Patching Projects – Each patch to be recorded against the asset as an individual task. The size of patch to be noted. No pictures will be necessary.
- b. Sidewalk Patching – Take a picture before and after the work. Add a task for the replacement and show the length and width.
- c. Drainage Repair Projects – All projects will already be logged in Cartegraph. Each repair task will need to document with pictures the before condition, the after condition, and what is below surface.
- d. Street & Utility Projects – The desire is to focus on items that will be buried or have some special circumstance. Items to document will include water service connections, storm/sanitary manhole connections, fire hydrants, sewer point repairs, and if available any field adjustments to utilities. It is understood that pictures of each of these items may not be available to be added to each item in cartegraph.

5. Documentation Closeout

- a. Review contractor submitted as-built drawings.
- b. Agree to final quantities with the contractor.
- c. Complete a road by road cost breakdown, details to be supplied by the Village. .

D. Construction Staking Services

We will provide all necessary construction staking for the selected Contractor to construct the improvements. This will include marking curb, sidewalk, and pavement for patching and/or installing stakes to determine line and grade of improvements.

E. Deliverables

The following will be delivered to the Village upon completion of the project:

1. Digital and paper copies of work performed by GHA.
2. Two copies of all engineering plan sets.
3. Bid specifications.

III. Additional Services, and Services not Included

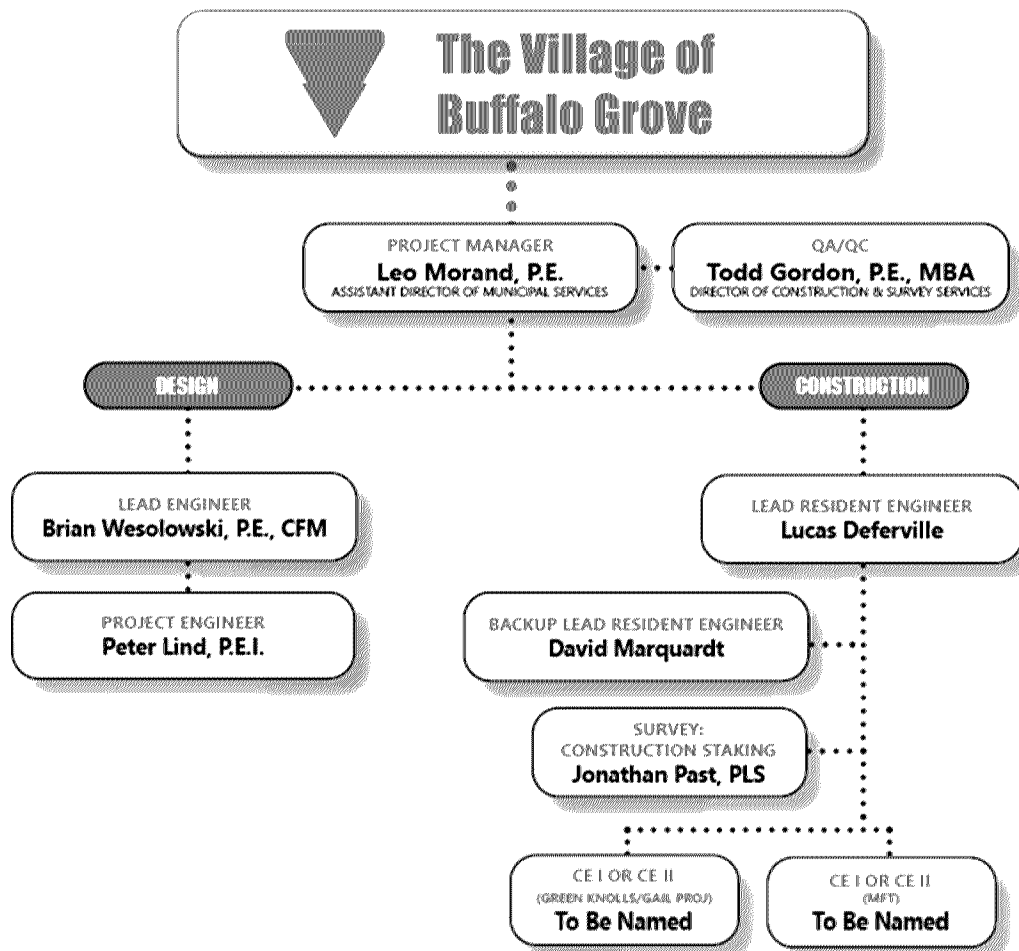
We are prepared and would be pleased to provide additional assistance outside the scope described. These services may be provided at the request of the Village as an additional service.

1. Meetings with public officials, Village staff, agencies, homeowners, or consultants beyond those noted in the scope. Attendance at public hearings.

2. Performing surveying, mapping, plat and topographic work, including investigation of underground utilities and physical location of them.
3. Clean Construction or Demolition Debris (CCDD) testing, analysis, and certification.
4. Coordinating relocation of non-Village owned utilities.
5. Preparation of multiple bid set plans or phased plans.
6. Review fees or utility locate fees.

IV. Engineering Staff

Mr. Leo X. Morand, P.E. will function as the Project Manager. Mr. Brian J. Wesolowski, PE will function as the Lead Project Engineer. Mr. Lucas J. Deferville will function as the Lead Resident Engineer. Additional professional and technical staff will provide support as needed. See organization chart below for more information. Resumes of key individuals on our team are attached at the end of this proposal.



V. Compensation for Services

Based upon the scope of services noted above, GHA proposes to invoice (using the attached hourly rates) the Village of Buffalo Grove on a not-to-exceed (NTE) fee as shown below.

1.	Saxon/Downing Project	
	Resident Engineering / Construction Staking	\$272,000.00
	1. Saxon/Downing Subtotal	\$272,000.00
2.	Green Knolls/Gail Project	
	Resident Engineering / Construction Staking	\$255,000.00
	2. Green Knolls/Gail Subtotal	\$255,000.00
3.	Melinda/Hiawatha Project	
	Existing Conditions Survey	\$27,000.00
	Final Engineering	\$162,400.00
	Resident Engineering / Construction Staking	\$255,000.00
	3. Melinda/Hiawatha Subtotal	\$444,400.00
4.	Hidden Lake Project	
	Final Engineering	\$12,000.00
	Resident Engineering / Construction Staking	\$25,000.00
	4. Hidden Lake Subtotal	\$37,000.00
5.	2020 MFT Projects	
	Final Engineering	\$4,000.00
	Resident Engineering / Construction Staking	\$85,500.00
	5. 2020 MFT Subtotal	\$89,500.00
6.	Northwood at Buffalo Grove Project	
	Existing Conditions Survey	\$37,000.00
	Final Engineering	\$197,000.00
	Resident Engineering / Construction Staking	\$338,000.00
	6. Northwood at Buffalo Grove Subtotal	\$572,000.00
7.	2021 MFT Projects	
	Final Engineering	\$18,000.00
	Resident Engineering / Construction Staking	\$90,000.00
	7. 2021 MFT Subtotal	\$108,000.00
8.	Forest/Glendale Project	
	Existing Conditions Survey	\$50,000.00
	Final Engineering	\$321,600.00
	Resident Engineering / Construction Staking	\$544,700.00
	8. Forest/Glendale Subtotal	\$916,300.00
9.	Golfview Project	
	Existing Conditions Survey	\$15,000.00
	Final Engineering	\$141,300.00
	Resident Engineering / Construction Staking	\$204,400.00
	9. Forest/Glendale Subtotal	\$360,700.00
10.	2022 MFT Projects	
	Final Engineering	\$19,000.00
	Resident Engineering / Construction Staking	\$92,000.00
	10. 2022 MFT Subtotal	\$111,000.00
	TOTAL LABOR	\$3,165.900
	REIMBURSABLE EXPENSES	\$65,000.00
	TOTAL LABOR + REIMBURSABLES	\$3,230,900.00

Note: A detailed manhour estimate is attached at the end of this proposal.

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

VI. 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.

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.

Village of Buffalo Grove

Leo X. Morand, P.E.
Associate / Senior Engineer

Name: _____

Title: _____

Date: _____

Encl.: Attachment A
Hourly Rates
Key Resumes
Manhour Estimate

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE: 2020

The following rates will remain in effect until December 31, 2020, at which time they are subject to an annual increase:

PRINCIPAL	\$ 216.00
CIVIL ENGINEER VI	\$ 185.00
CIVIL ENGINEER V	\$ 182.00
CIVIL ENGINEER IV	\$ 180.00
CIVIL ENGINEER III	\$ 160.00
CIVIL ENGINEER II	\$ 150.00
CIVIL ENGINEER I	\$ 130.00
LAND SURVEYOR IV	\$ 152.00
LAND SURVEYOR III	\$ 132.00
LAND SURVEYOR II	\$ 128.00
LAND SURVEYOR I	\$ 120.00
GIS PROFESSIONAL III	\$ 160.00
GIS PROFESSIONAL II	\$ 140.00
GIS PROFESSIONAL I	\$ 130.00
ENVIRONMENTAL CONS. II	\$ 135.00
ENVIRONMENTAL CONS. I	\$ 125.00
ENGINEERING TECHNICIAN V	\$ 178.00
ENGINEERING TECHNICIAN IV	\$ 136.00
ENGINEERING TECHNICIAN III	\$ 124.00
ENGINEERING TECHNICIAN II	\$ 110.00
ENGINEERING TECHNICIAN I	\$ 82.00
ADMINISTRATIVE I	\$ 66.00

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



LEO X. MORAND, P.E.

Assistant Director of Municipal Services

Gewalt Hamilton Associates, Inc.

847-821-6229 | lmorand@gha-engineers.com

EXPERIENCE

Mr. Morand joined Gewalt Hamilton Associates, Inc. in 2001 as an intern. After receiving his degree in 2002, Mr. Morand became a full-time project engineer focusing primarily on municipal engineering, site design, construction engineering, and maintenance planning. Mr. Morand works directly for numerous government agencies.

Education

Bachelor of Science, Civil Engineering, Rose-Hulman Institute of Technology, 2002

Professional Registration

IL Licensed Professional Engineer No. 062-059505

Memberships

American Society of Civil Engineers

American Public Works Association

American Water Works Association

National and Illinois Society of Professional Engineers

Annual Capital Improvement Projects, Village of Buffalo Grove

Since 2013, Mr. Morand has helped the Village establish long-range goals for water main, storm sewer and roadway budgets, and assists the Village in determining project limits as well as broad-scale scope for future capital improvement projects. Mr. Morand works with Village staff to develop budgets for Board approval, and also aids in determining funding sources, potential additional taxes/charges on current Village water bills. Projects typically include surveying, water main design, roadway design, roadway resurfacing, MFT funds, permitting, resident coordination, and Resident Engineering during construction. The combined value of work completed exceeds \$10 million.

Annual Capital Improvement Projects, Village of Barrington

Mr. Morand has completed many design projects for the Village since 2004 and has served as Project Manager for these programs since 2009. Work has included the design of over 25,000 linear feet of roadway reconstruction/rehabilitation with various utility improvements. The programs typically include new watermain, storm sewer upgrades, sanitary sewer replacements and storm and sanitary sewer spot repairs. The combined value of the seven programs is over \$15 million.

Sanitary Sewer Replacement Project, Village of Barrington

Mr. Morand is the Project Manager for an approximately \$12 million infrastructure improvement project scheduled for 2017-2018 construction. Improvements include approximately 5,200 linear feet of full-depth roadway reconstruction; 800' of replacement water main; new 60" storm sewer; and new 12"-30" sanitary sewer buried to depths between 5' and 33'. The project will address sewer surface surcharge in a key location within the Village by reducing inflow and infiltration (I&I) and increasing sewer capacity. sanitary sewer spot repairs. GHA services include topographic surveying and design engineering services, and preparation of permit applications, bid documents, and specifications.

Utility Improvements

Mr. Morand has served as Project Manager and Project Engineer on reconstruction projects for school districts, park districts, municipalities, and hospitals. While a good portion of the work emphasizes new improvements, a majority of the design requires an in-depth understanding of the existing utility systems and determination of which portions need to be rerouted and which sections may be salvaged.



TODD P. GORDON, P.E., MBA

Director of Construction & Survey Services

Gewalt Hamilton Associates, Inc.

847-821-6218 | TGordon@GHA-Engineers.com

EXPERIENCE

Todd P. Gordon is a Registered Professional Engineer practicing for over 25 years as a Civil Engineer with emphasis on municipal engineering and roadway design. Prior to joining GHA, Mr. Gordon served as Assistant Director of Engineering for the Village of Gurnee.

Education

Bachelor of Science Civil Engineering, University of Wisconsin Platteville, 1990

Master of Business Administration, Keller Graduate School of Management, 1999

Professional Registration

Illinois Licensed Professional Engineer #062-050080

Memberships

National and Illinois Society of Professional Engineers

American Public Works Association – Chicago Metropolitan Chapter – Lake Branch (2005 President)

American Society of Civil Engineers

Construction Management

Construction engineer for a variety of roadway and infrastructure projects with responsibility for project layout, utilities, construction observation, contract administration and client/agency contact.

Municipal Engineering

Coordination between public and private sector projects, including reviewing engineering plans, subdivision plats, annexation and planned development agreements and permits. Project manager for capital funded improvements and motor fuel tax projects and assisted in the inspection of related projects during construction. Coordinated the planning, design and construction engineering of several municipal-level projects including street improvements, utility planning, lighting design, sanitary sewer, water main, stormwater management and long-term capital improvement planning.

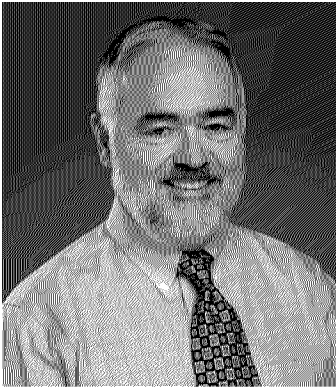
Grass Lake Road Pedestrian Underpass, Lindenhurst Park District

Mr. Gordon is the Project Manager for the Phase I, Phase II and Phase III for the creation of a new pedestrian underpass in the Village of Lindenhurst. The Lindenhurst Park District initiated the concept to connect Wetzel Field to the McDonald Woods Forest Preserve by creating a pedestrian passage under Grass Lake Road. This approximately \$2.5 million project was funded through an inter-governmental agreement with the Lake County Forest Preserve District, Lindenhurst Park District, Lake Villa Township and the Village of Lindenhurst. It also qualified for funding through the Safe Routes to School and CMAQ (Congestion Mitigation and Air Quality) programs. Mr. Gordon was responsible for the design, permitting through the Lake County Division of Transportation, project coordination, and construction management.

Washington Street & Cemetery Road Improvements, Village of Gurnee

Mr. Gordon was the Project Manager for the Phase II and Phase III Cemetery Road and Washington Street Reconstruction Project in the Village of Gurnee. The project construction cost was approximately \$6.5 million which included roadway reconstruction, drainage improvements, traffic signals, bicycle path and associated improvements for the Village of Gurnee, Warren Township, and Lake County Division of Transportation (LCDOT). This project was partially funded with American Recovery and Reinvestment Act (ARRA) Federal funds, with the local share contributions from the Village of Gurnee, Warren Township, and Lake County Division of Transportation.

An important component of Mr. Gordon's tasks for this project included the tracking of the project's funding sources and communicating each of the agencies' funding responsibilities.



JONATHAN F. PAST, PLS

Survey Group Manager

Gewalt Hamilton Associates, Inc.

847-821-6236 | jpast@gha-engineers.com

EXPERIENCE

Mr. Past is a Licensed Professional Surveyor with more than 35 years of industry experience in all types of surveys using a variety of technologies. As Manager of GHA's Survey Group, Mr. Past is responsible for scheduling and management of all survey staff, project procurement and pricing, QA/QC of completed work, and R&D for new innovations in land surveying.

Professional Registration

State of Illinois Licensed
Professional Land Surveyor
#035 003341

Memberships

Illinois Professional Land
Surveyors Association,
Northeast Chapter

National Society of
Professional Surveyors

Leadership

President, Illinois
Professional Land Surveyors
Association, Northeast
Chapter, 2016-2017

Boundary Surveys

Retraces and monument title lines for ALTA/ACSM/NSPS land title surveys, new subdivisions and existing parcels requiring a current survey, including legal descriptions and plat preparation. Also prepares legal descriptions and plats for roadway and easement dedications, roadway and easement vacations and tax division or annexation parcels.

Route Surveys

Transportation related experience involving control surveys by GPS and classical methods. Determines existing centerline alignments and existing right-of-way from field surveys and public records.

Engineering and Construction Surveys

Broad range of experience in small to very large private and public works projects involving settlement monitoring, roadway and site topographic surveys, centerline alignment surveys, and drainage and hydraulic surveys. Experience also includes construction layout and final as-built surveys. All experience has included residential, commercial and industrial development, along with railroads, quarries, roadways, bridges and airports.

Plats of Highway:

Preparation of Plat of Highways for State, County and/or Municipalities. Knowledge and expertise in Plat of Highway Standards, retracement of boundary, right of way, section lines as well as title commitment interpretation and preparation of legal descriptions for highway takes and easements acquisitions.

Control Surveys

Experience with all forms of plane and geodetic survey control for horizontal and vertical purposes. Includes control for photogrammetry, densification, and topographic and engineering surveys.



BRIAN J. WESOLOWSKI, P.E., CFM

Civil Engineer

Gewalt Hamilton Associates, Inc.

847-821-6235 | BWesolowski@GHA-Engineers.com

EXPERIENCE

Mr. Wesolowski is a civil engineer with six years of industry experience. As a student at Iowa State University, he began working as an intern at GHA in 2007, and joined the firm full-time following graduation in 2010. Mr. Wesolowski's work has been concentrated on municipal engineering and construction phase services. He works closely with clients to design capital improvements and coordinates with contractors to ensure quality work on a variety of projects. Mr. Wesolowski also assists with addressing issues that arise during construction.

Annual Road & Utility Improvements, Village of Buffalo Grove

Mr. Wesolowski has served as the Project Engineer for several annual infrastructure improvement projects. Totaling over \$7 million, the 2016 program was completed in multiple phases. Improvements included 4,100 ft of full-depth roadway reconstruction, 9.5 miles of roadway resurfacing and reconstruction, curb & gutter, ADA curb ramp upgrades, 3,500 ft of new 8" watermain, and new 24" storm sewer.

The 2017 Roadway Improvement Project included 2.5 miles of roadway resurfacing, full-depth removal and replacement, and curb & gutter spot repairs, and ADA sidewalk ramp upgrades. The 2017 Watermain Improvement Project consisted of installation of approximately 450' of 8" ductile iron pipe. The Linden Avenue Forcemain Replacement Project was a critical replacement of a portion of failing sanitary forcemain which required coordination with USEPA, IEPA, and LCSMC.

Sanitary Sewer Replacement Project, Village of Barrington

Mr. Wesolowski served as the Design Engineer for an approximately \$12 million infrastructure improvement project that was completed during the 2018 construction season. Improvements include approximately 5,200 linear feet of full-depth roadway reconstruction; 800' of replacement water main; new 60" storm sewer; and new 12"-30" sanitary sewer buried to depths between 5' and 33'.

The project will address sewer surface surcharge in a key location within the Village by reducing inflow and infiltration (I&I) and increasing sewer capacity. sanitary sewer spot repairs. GHA services include topographic surveying and design engineering services, and preparation of permit applications, bid documents, and specifications.

Education

Bachelor of Science in Civil Engineering, Iowa State University, 2010

Professional Registration

State of Illinois Licensed Professional Engineer
062-066656

State of Wisconsin Licensed Professional Engineer
47170-6

State of Indiana Licensed Professional Engineer
#PE11900643

State of Michigan Licensed Professional Engineer
6201069390

State of Minnesota Licensed Professional Engineer # 57349

Certified Floodplain Manager
No. IL 16 00748

Memberships

American Society of Civil Engineers

American Public Works Association



PETER C. LIND, P.E.I.

Staff Engineer

Gewalt Hamilton Associates, Inc.

847-821-6271 | plind@gha-engineers.com

EXPERIENCE

Mr. Lind began his civil engineering career as an intern with GHA in 2011, and joined the firm full-time in January of 2015. His work has concentrated on design and construction engineering of infrastructure improvements for public sector clients, with specific emphasis on roadway and utility improvements.

Education

Bachelor of Science in
Civil and Environmental
Engineering, University
of Michigan, 2014

Professional Registration

State of Illinois Professional
Engineer Intern
#061-038561

Memberships

American Society of
Civil Engineers

Sanitary Sewer Replacement Project, Village of Barrington

Mr. Lind was a Project Engineer for an approximately \$12 million infrastructure improvement project being constructed over two years, 2017 and 2018. Improvements include approximately 5,200 linear feet of full-depth roadway reconstruction; 800' of replacement water main; 1,400' of 60" storm sewer; and over 5,000' of 12"-30" sanitary sewer buried to depths between 5' and 33'. The project addresses sewer surface surcharge in a key location within the Village by reducing inflow and infiltration (I&I) and increasing both storm and sanitary sewer capacity. Permitting was required through the CN Railroad, IDOT, and the Village.

2016 Infrastructure Improvement Project, Village of Buffalo Grove

Mr. Lind served as the Design Engineer for Phase 1 of the project. Totalling over \$8 million, the project was completed in multiple phases and included:

- Phase 1 (\$2 million) – 3,500 lf full-depth roadway reconstruction; curb & gutter replacement, ADA curb ramps upgrades; existing watermain replacement with new 8" watermain; and existing storm sewer replacement with new 24" storm sewer.
- Phase 2 (\$1.8 million) – 5,600 lf full-depth roadway reconstruction; curb & gutter replacement; and ADA curb ramps upgrades.
- Phase 3 (\$4.5 million) – 9.5 miles of roadway resurfacing and reconstruction; spot removal/replacement of curb & gutter; and ADA curb ramps upgrades.

ADA Sidewalk Improvements, Various Locations

Mr. Lind has provided design engineering services for new ADA compliant sidewalk improvements at a variety of locations, including:

- Chase Bank, Waukesha, WI
- Lake Zurich CUSD 95
- Northwestern University, Evanston
- Village of Barrington
- Village of Deer Park
- Village of Long Grove



LUCAS J. DEFERVILLE

Senior Construction Engineer

Gewalt Hamilton Associates, Inc.

847-821-6201 | ldeferville@gha-engineers.com

EXPERIENCE

Lucas Deferville is a Senior Construction Engineer with over 15 years of experience in construction observation, documentation, material testing, construction layout and staging, and project administration. He has served as field engineer for a variety of municipal, state, and private sector projects with responsibility for construction observation and coordination with residents, business owners, and regulatory agencies.

Education

Bachelor of Science
Construction Management,
Western Illinois University,
2005

IDOT Pavement
Maintenance

IDOT MUTCD Training

IDOT ICORS &
MISTIC - 2009

Professional Registration

IDOT Documentation of
Contract Quantities
Certification #17-12335

IDOT Material Management
of Jobsite Certified

Certified Work Zone Safety
Specialist ISMA Certification
#ZZ_93901 3/21/09

CPR and First Aid Certified

Lake County Designated
Erosion Control Inspector

Memberships

American Society of
Civil Engineers

2018 Street and Utility Improvements, Village of Buffalo Grove

This project included 1 mile of water main replacement and reconstruction of nine roadway segments directly impacting 215 residences. Mr. Deferville provided resident engineering and contract administration services including, extensive resident and Village staff coordination, construction observation, quantity calculations and payment approval, construction layout, materials management, and construction progress updates. All documentation was provided in general conformance with IDOT construction documentation requirements.

North Avenue Improvements, Village(s) of Deerfield and Bannockburn

Mr. Deferville was the Resident Engineer for the \$2.5 million federally and locally funded improvements to North Avenue in the Village(s) of Deerfield and Bannockburn. Improvements included storm sewer, sanitary sewer system upgrades, water main, roadway widening and reconstruction, and parkway landscape enhancements. Mr. Deferville was responsible for construction observation in conformance with IDOT specifications and documentation, materials inspection management, and extensive resident coordination.

Capital Improvement Programs, Village of Northfield

Mr. Deferville has been the Resident Engineer for 12 watermain, sewer relief, bridge, and/or roadway improvement projects over the past several years. Projects consisted of, in general, over 4.5 miles of water main and sewer improvements, and 17 miles of various road maintenance programs utilizing local and MFT funding totaling over \$11 million. Mr. Deferville was responsible for all phases of contract administration, general layout, construction observation, documentation, material inspection management, and extensive resident and business coordination.

Capital Improvement Programs, Village of Riverwoods

Mr. Deferville continuously manages a diverse series of annual water, sewer relief, and roadway improvement projects with a combined value of over \$7 million utilizing local and Motor Fuel Tax funding. The projects typically include new water main, storm sewer upgrades, sanitary sewer improvements, roadway reconstruction or resurfacing, and private lot inspections. Mr. Deferville oversees all aspects of project administration including planning, bidding and construction phases within the community.



K. DAVID MARQUARDT

Assistant Director of Construction & Survey Services

Gewalt Hamilton Associates, Inc.

847-821-6263 | dmarquardt@gha-engineers.com

EXPERIENCE

K. David Marquardt is a Senior Construction Engineer with over 27 years of industry experience, with an emphasis on infrastructure improvements. As the Assistant Director of Construction and Survey, Mr. Marquardt is responsible for coordinating and scheduling projects with clients and other Divisions within the firm, and provides guidance and support to field staff. Mr. Marquardt has served as a field engineer for a variety of municipal and private sector projects with responsibility for managing all phases of the construction project. He is proficient in layout, construction observation, conformance with plans and specifications, schedule and budget adherence, material inspection management, and coordination between municipalities, residents, business owners, clients, and contractors. Prior to joining GHA, Mr. Marquardt worked for IDOT in the Bureau of Construction on complex utility, road, and bridge reconstruction projects.

Kensington Road Reconstruction Project, Village of Mount Prospect

As the Resident Engineer, Mr. Marquardt was responsible for construction supervision and documentation. This \$3.3 million construction project involved pavement realignment, roadway widening, and roadway reconstruction using full-depth HMA pavement. The project also included street lighting, traffic signal modernization, extensive storm sewer installation, and earthwork. A substantial amount of unsuitable and contaminated soils was removed from the project.

Capital Improvement Projects, Village of Skokie

Projects included watermain improvements, street lighting, and reconstruction of several streets in the Village's TIF District. Mr. Marquardt was responsible for general layout, construction observation, documentation, business interaction and coordination, and material inspection.

Capital Improvement Projects, City of Evanston

Mr. Marquardt has been the Resident Manager for six watermain, sewer relief, and street improvement projects over the past few years. These projects consisted of over 26,000 lineal feet of water main and relief sewer improvements, and various street resurfacings. Mr. Marquardt was responsible for general layout, construction observation, documentation, material inspection management, and extensive resident and business coordination.

Capital Improvement Projects, Village of Lincolnwood

Mr. Marquardt managed a series of annual water, sewer, and roadway programs with a combined value of over \$15 million. The projects typically included new water main, storm sewer upgrades, sanitary sewer improvements, and roadway reconstruction or resurfacing. Mr. Marquardt oversaw all aspects of the construction phase including general layout, documentation, and observation.

Education

Bachelor of Science in
Construction Management,
Illinois State University; 1990

IDOT Documentation of
Contract Quantities
Certification #13 0427

IDOT Construction Material
Inspection Documentation

Union Pacific/CN Railroad
Workplace Safety Training

IDOT MUTCD Training

IDOT ICORS Training

IDOT MISTIC Training

Certified Work Zone Safety
Specialist ISMA Certification
#ZZ_93908

Certified Signs & Markings
Specialist I, ISMA Certification
No. DD_93908

CPR/AED & First Aid
Certification

Professional Registration

Lake County Designated
Erosion Control Inspector
(DECI)

Memberships

American Concrete Institute

ISMA Public Safety

		CE VI \$185	CE V \$182	CE IV \$180	CE III \$160	CE II \$150	CE I \$130	LS IV \$152	LS III \$132	LS II \$112
1 Saxon / Downing Project										
Resident Engineering / Construction Staking		8	120	30	30			40	60	
1. Project Subtotal		8	120	30	30	0	0	40	60	
2 Green Knolls / Gail Project										
Resident Engineering / Construction Staking		4	100	24	24	1110		40	80	
2. Project Subtotal		4	100	24	24	1110	0	40	80	
3 Melinda / Hiawatha Project										
Existing Conditions Survey			4					40		
Final Engineering		4	220	120	400		40			
Resident Engineering / Construction Staking		6	110	30	30			40	80	
3. Project Subtotal		10	334	150	430	0	40	80	80	
4 Hidden Lake Project										
Final Engineering		4	8	10	10					
Resident Engineering / Construction Staking		2	20	4	4		112		8	
4. Project Subtotal		6	28	14	14	0	112	0	8	
5 2020 MFT Projects										
Final Engineering			1	2	2					
Resident Engineering / Construction Staking		4	80	10	10		460		20	
5. Project Subtotal		4	81	12	12	0	460	0	20	
6 Northwood at Buffalo Grove Project										
Existing Conditions Survey			8		8			40		
Final Engineering		8	250	160	420	100	60			
Resident Engineering / Construction Staking		16	140	40	40	20		40	80	

Exhibit B.
Agreed Upon Pricing Structure

Included with the Proposal documents of 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.

- 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-2020-21 : 2020-2022 BLA Design and Construction Engineering

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the BLA, Inc. contract for design and construction engineering services for a portion of the Village funded Capital Improvement construction for 2020 through 2022.

ATTACHMENTS:

- BLA Memo (DOCX)
- Notice to Proceed BLA (DOCX)
- BLA Ordinance (DOCX)
- BLA Professional service agreement FULL (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Tuesday, February 18, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: February 13, 2020
TO: Jenny Maltas, Deputy Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: BLA Consultant Agreement

BLA, Inc. has submitted a Professional Services Contract for survey, design engineering and construction engineering to be performed as part of the Infrastructure Modernization Program in 2020, 2021 and 2022. Staff will then bid the construction projects contained in the proposal with the Board's approval during the 2020, 2021 and 2022 construction seasons. Much of the work is contingent upon the Village Board bonding additional funds for road construction in the upcoming months. If the Village does not seek additional funds through bonding, then the work contingent on those funds will not be performed by BLA to stay within the annual road improvement budget and this contract will not be fully utilized. Their Notice to Proceed will only authorize \$76,150.20 worth of work at this time, with remainder following the Board's authorization of more funding.

BLA, Inc. is submitting for survey, design engineering and construction engineering services on:

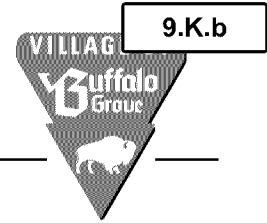
- 2020 Apple Hill/Tenerife Street Improvements
- 2021 Rolling Hills Street Improvements
- 2021 Vintage Street Improvements
- 2022 Candlewood Creek Street Improvements

Staff choose BLA for these services based upon their response to the 2017 Engineering Request for Qualifications (RFQ) and a positive roadway design and construction experience with the 2019 University Drive Street & Utility Improvement Project. Grouping these projects together in one contract for a three year period creates economies of scale for the Village. Based upon the initial outlay of the Infrastructure Modernization Program it is anticipated these services would cost the Village \$722,500, or 17.0% of the construction values. BLA's contract only represents 11.7% of the construction values, which is a net savings to the Village of \$224,966. Furthermore, time and effort is saved by the Village Board and staff awarding one contract, as multiple contract procurements are not required; allowing that time to be focused on communications and technical requirements.

Based upon the scope of work the entire \$497,534.18 will be expended from Capital Street Project Funds.

Staff recommends approval of the BLA, Inc. contract.

**VILLAGE OF
BUFFALO GROVE**



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

Kyle E. Johnson, P.E.
Civil Engineer II
Phone 847-459-2523
kjohnson@vbg.org

February 19, 2020

Dan Bruckelmeyer
President/CEO
BLA, Inc.
333 Pierce Road, Suite 200
Itasca, IL 60143

Re: Notice to Proceed

Mr. Bruckelmeyer:

You are hereby notified to proceed with the following segments of the Phase II Design Engineering & Phase III Construction Inspection for the 3-Year Roadway Improvement Program up to the shown amounts.

Apple Hill/Tenerife Resurfacing – Phase II Design Engineering - \$69,650.20
Apple Hill/Tenerife Resurfacing – Topographic Survey - \$6,500.00
Total Value of Work Authorized to Start = \$76,150.20

You are required to send the Certificates of Insurance and the Performance & Payment Bond prior to the first day of work.

Further authorization for work under this contract will be given once additional funding is developed and authorized by the Village Board. You are not authorized to perform any other work until further authorization is supplied.

If you should have any questions please contact me at 847-459-2523.

Thank you,

Kyle Johnson, P.E.
Civil Engineer II



ORDINANCE 2020-_____**AN ORDINANCE AUTHORIZING AN ENGINEERING AGREEMENT WITH BLA, INC.**

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

WHEREAS, the Village seeks to enter into an Engineering Agreement with BLA, Inc. for survey, design and construction engineering of select Infrastructure Modernization Projects from 2020 to 2022,

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 BLA, Inc. for survey, design and construction engineering of select Infrastructure Modernization Projects from 2020 to 2022 at a price not to exceed \$497,534.18.

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: _____, 2020

APPROVED: _____, 2020

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: BLA Ordinance (O-2020-21 : 2020-2022 BLA Design and Construction Engineering)

**VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
DESIGN AND CONSTRUCTION ENGINEERING SERVICES**

THIS AGREEMENT is dated as of the 18th day of February, 2020 ("**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 design and construction engineering services and to perform the work in connection with the project identified below:

("Firm Name"):	BLA, Inc.
Address:	333 Pierce Road, Suite 200
Attn:	Dan Bruckelmeyer, President
Phone	630-438-6400
Email:	dbruckelmeyer@bla-inc.com

B. **Project Description.** The Firm shall provide design and construction engineering services for the Village of Buffalo Grove as detailed in the attached Scope of Service Exhibit A.

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

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

F. **Escalation**

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

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

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

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

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

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

SECTION 6. WARRANTY AND INSURANCE

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

("Firm") BLA, Inc.
 Address 333 Pierce Road, Suite 200
 Attn: Dan Bruckelmeyer
 Email: dbruckelmeyer@bla-inc.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: _____

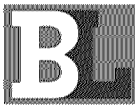
Title: _____

Date: _____

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

Proposal documents

Attachment: BLA Professional service agreement FULL (O-2020-21 : 2020-2022 BLA Design and Construction Engineering)



February 6, 2020

Mr. Kyle Johnson, P.E., CFM
Village of Buffalo Grove
51 Raupp Blvd.
Buffalo Grove, IL 60089

Re: 3-Year Roadway Improvement Program
(Apple Hill/Tenerife, Rolling Hills, Vintage at BG, Candlewood Creek)
Phase II Design Engineering & Phase III Construction Inspection

Dear Mr. Johnson:

We at BLA, INC. appreciate the opportunity to provide this professional engineering services proposal for a portion of the Village's 3-year Roadway Improvement Program. BLA, proposed to provide Phase II engineering and Phase III Construction Inspection for the years 2020-2022 on the improvements to the following subdivisions:

Apple Hill / Tenerife, Rolling Hills, Vintage at Buffalo Grove, and Candlewood Creek

The improvements involve both resurfacing and reconstruction, varying based on the subdivision and as identified in the Village of Buffalo Grove's Capitol Improvement Project Map. Below is a description of the improvement and anticipated scope of work per year and location.

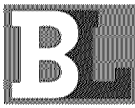
PROJECT DESCRIPTION

Apple Hill / Tenerife Resurfacing (yr. 2020)

The Apple Hill / Tenerife subdivision is located south of Half Day Road, east of Buffalo Grove Road and is across from Stevenson High School. The subdivision consists of a combination of single-family homes and townhomes. The proposed improvements include roadway resurfacing, spot removal / replacement of combination curb and gutter, mid-block sidewalk improvements, and ADA sidewalk ramp upgrades. The roadway pavement shall be removed to expose the base course. The thickness of the aggregate base course is to be modified to allow for a constant 4.5" thick hot-mix asphalt roadway pavement section. The approximate length of the improvement is a combined 9,300 feet and construction shall occur while Stevenson High School is out of session.

Rolling Hills and Vintage at Buffalo Grove Resurfacing (yr. 2021)

The improvements for the year 2021 consist of two subdivisions. The first is Rolling Hills located north of Aptakisic Road west of Buffalo Grove Road. The second is Vintage at Buffalo Grove which is located north of Old Checker Road and west of Buffalo Grove Road. Both subdivisions consist of single-family homes. The proposed improvement of Rolling Hills includes roadway resurfacing, spot removal / replacement of combination curb and gutter, mid-block sidewalk improvements, and ADA sidewalk ramp upgrades. The roadway pavement shall be removed to expose the base course. the thickness of the aggregate base course is to be modified to allow for a



constant 4.5" thick hot-mix asphalt roadway pavement section. The approximate length of the improvement within this subdivision is a combined 8,900 feet. It is anticipated that Vintage at Buffalo Grove subdivision will follow the resurfacing methods as well, however this will be verified after a review of the pavement cores (performed by the Village). Also included is spot removal / replacement of combination curb and gutter, mid-block sidewalk improvements, and ADA sidewalk ramp upgrades. The total roadway improvements for this neighborhood are approximately 4,300 feet. The improvements of Rolling Hills and Vintage at Buffalo Grove are to be completed in the same year however shall be identified in the contract documents that they shall not occur concurrently.

Candlewood Creek (yr. 2022)

The Candlewood Creek subdivision is located north of Pauline Avenue and east of N. Weiland Road. The subdivision consists of single-family homes. The proposed improvements include roadway reconstruction of 2,400 feet, complete curb removal and replacement, isolated drainage corrections, mid-block sidewalk improvements, and ADA sidewalk ramp upgrades. The roadway pavement and base shall be removed and the typical section built meeting Village current standards. Also included is the roadway resurface of Pauline Avenue from Florence Avenue west to N. Weiland Road. In the resurfacing location, the roadway pavement shall be removed to expose the base course. The thickness of the aggregate base course is to be modified to allow for a constant 4.5" thick hot-mix asphalt roadway pavement section. The approximate length of the resurfacing is 2,600 feet. ADA improvements are anticipated along the resurfacing as well.

PROJECT SCOPE

Task 1 – Data Collection and Review: BLA will contact the JULIE One-Call system to obtain existing utility atlases for private "dry" facilities (gas main, telephone, cable, fiber optic, overhead/underground electric, etc.) in the area. Those utilities which do not have an auto-respond system shall be contacted by mail or via email to obtain the necessary atlases. BLA will also obtain zoning maps, school and park district maps, bikeway maps, and existing plans if available. Included under this task are site visits to verify the topographic survey, field reconnaissance and observations, and obtain existing photographs to prepare a log of existing conditions.

BLA is teaming with Compass Surveying to obtain a partial topographic survey. The topographic survey will be conducted only at intersection corners and mid-block crossings in order for each curb ramp to be spot-graded by design engineers and detailed in the plans with all cross-slopes determined and exact length of sidewalk to be removal and replacements detailed and quantified. This offers the Village protection from quantity overruns from underestimating sidewalk removal to implement ADA-compliant ramps.

BLA's subconsultant will establish horizontal and vertical controls utilizing a combination of state plane coordinates and conventional survey techniques. Site benchmarks will be set for topographic survey and future construction work.



BLA will draft and complete the remaining survey (outside of the sidewalk corners) in order to establish project quantities. This portion of the existing conditions will be field measured during site visits and visual observations along with scaled aerial maps in order to establish project quantities.

[CANDLEWOOD CREEK ONLY] Compass Surveying will obtain a full topographic survey. A full topographic survey will be completed for all above ground and below ground features. The topographic survey will be from right of way to right of way and include but not limited to pavement cross sectional elevations, driveway aprons, sidewalks, trees, visible above-ground “dry” utilities (electric, telephone, etc.), and detailed measure downs of public facilities (sanitary, water, storm) along with top of casting elevations (rim grade, flange elevations, etc.).

Task 2 – Plan Preparation / Contract Documents:

Upon reviewing the location, type of work, and need for specific details throughout the roadway improvement, BLA will prepare both engineering plans and contract documents. The plan set will allow for the accurate and detail depiction of the necessary curb repairs, sidewalk mid-block repairs, detailed ADA sidewalk ramps, transitions and locations of varying depths of base in order to provide the constant hot-mix asphalt thickness, and to illustrate locations of quantities.

BLA will prepare the engineering plan set to accompany the contract documents. The plan set will consist of the following sheets:

- | | |
|--|--|
| → <i>Title Sheet with Location Map</i> | → <i>Roadway Removal / Proposed Roadway Improvement (Reconstruction)</i>
<i>[CANDLEWOOD CREEK ONLY]</i> |
| → <i>Gen. Notes, Standard & Index</i> | |
| → <i>Existing & Proposed Typical Sections</i> | → <i>Maintenance of Traffic</i>
<i>[CANDLEWOOD CREEK ONLY]</i> |
| → <i>Alignment, Ties and Benchmarks</i> | → <i>ADA Ramp Improvement Plan</i> |
| → <i>Summary of Quantities</i> | → <i>Village, State, District One Details, Project Specific Detail</i> |
| → <i>Schedule of Quantities</i> | |
| → <i>Roadway Removal / Proposed Roadway Improvements (Resurface)</i> | |

BLA will prepare detailed contract documents and project specifications. The documents will include all applicable Village and IDOT specifications, check sheets, and front-end documents required to facilitate a local letting. Format, content, and order of the specification documents will be as per the Village requirements.

Detailed estimates of cost will be prepared and provided at the preliminary, prefinal, and final submittals. The forms will be prepared and updated per each submittal and utilize recent unit price results.

- ✓ Submittals include preliminary (60%) prefinal (90%) and final (100%) plans at 11”x17”, 22”x34” or a combination thereof; specifications will be provided at the preliminary, prefinal and final milestone stages as well.



- ✓ BLA will meet with Village staff, as required, to discuss review comments for each submittal
- ✓ A CD/DVD/Flash Drive containing all project design files, PDFs and backup calculations for contract quantities will be provided to Village staff
- ✓ Final plan submittal will be signed and sealed by a Registered Professional Engineer in the State of Illinois

Task 3 – Agency Involvement & Meetings: BLA anticipates up to three (3) meetings between the Village and BLA. These meetings are anticipated after each milestone submittal; preliminary, pre-final, and final or as the Village sees fit. In addition, BLA anticipates one (1) outside agency meeting. This meet may be with the school district, park district, County, or other Consultants working near the project. Each meeting will be prepared for with the necessary exhibits and agendas. Meeting minute summary will be developed after each meeting.

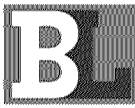
Task 4 – Utility Coordination: In addition to obtaining atlases from the JULIE One-Call System, BLA will submit preliminary, prefinal and final plans to all utility companies with utilities located within the project limits. A potential conflict analysis will be performed and documented to accompany the plans. If relocation or adjustment is necessary, the relocation of the utilities will be checked and verified with roadway and ADA ramp improvements. If conflict resolution is required, the utility permit plans will be reviewed and verified for acceptance against all existing and proposed facilities.

Task 5 – QA/QC & Administration Management: BLA will continuously perform QC/QA evaluation throughout the project; the detailed QC/QA will be emphasized at the time of the three-milestone submittals. Review by the design team as well as the construction team for constructability and completeness will occur. This effort includes QC/QA oversight and management of the sub-consultant's tasks. This task will also consist of project startup, scope of work reviews, scheduling, budget control, and contract administration for the project as well as the ensuring the plans and documents conform to Village requirements.

Task 6 – Bidding Assistance: The BLA design team will assist the Village in the bidding process by attending the bid opening, compiling and tabulation of the bid tabs, and providing a recommendation letter to the Village. Also included is the assistance of providing responses or addendums from any Request for Information inquiries arise from the plan holders during the bidding process.

Phase III Construction Inspection (yr. 2020 - yr. 2022)

Upon completion of each design, BLA will provide Phase III engineering services. This will allow seamless transition into construction as time is a factor. Our construction team has the experience necessary for this exact type of project which will result in the successful completion of this portion of the 3-year roadway improvement program. The following is a scope of work with will be performed on each of the projects:



Preconstruction Meetings: BLA will organize and facilitate preconstruction meetings which will give the contractors, inspection staff and Village staff the opportunity to review ground rules and establish lines of communication. These meetings often help resolve issues before they arise and can serve to head off potential conflicts by establishing the “rules of the road” early.

Public Communications: BLA will serve as the Village’s on-site point of contact with residents, commuters and institutions. BLA is always available to attend public meetings and assist with the descriptions of work areas or contractor activities. As part of the work, BLA will prepare and print materials for distribution. Those materials will be our first contact with the public; they will not only describe the process, but will help set expectations. These printed materials will also provide contact information.

Emergency Agency and Medical Coordination: BLA recognizes projects have to be accessible to emergency responders at all times. BLA will coordinate closures and detours with those service providers as work proceeds. BLA is also aware that many residents have special needs for medical deliveries, home health care services or regular appointments for office visits. As we meet residents along the project, we will ask questions and locate addresses with those special needs.

Progress Schedules: Contractor schedules reflect the most efficient and cost-effective method to preserve the contractor’s bottom line; however, that may not be the best way to satisfy the Village, the residents, institutions or commuters. BLA will review preliminary schedules and make sure the Village’s needs are being met. To that end, BLA will promote language in the contract documents that details the Village’s stance. Our suggestions would be simple - contractors should not close roads for improvement unless their schedules then show constant and diligent work to complete the reconstruction activities.

Progress Meetings: BLA holds regularly scheduled progress meetings to keep stakeholders updated and promote the identification and resolution of roadblocks affecting progress. BLA generates agendas and minutes that detail the decisions made and the schedule for resolution on open items so that issues are tracked until resolved. This process identifies both the individual responsible for the decision and the required date for resolution. Minutes also include logs of open requests for information, submittals and change orders.

Progress Reports: BLA will provide weekly reports to the Village to help monitor progress and locate areas requiring additional effort.

Progress Documentation: BLA follows the standard IDOT procedures for the documentation of construction activities. Staff will maintain diaries, field books and quantity records on IDOT-style forms. Those records will include measurements and track any potential cost changes because of quantity overruns or extra work.

Construction Photography: Digital photos provide an easy way to store and retrieve a visual record of both standard work items and extra work. Photos also serve to document the *before* and *after* condition of properties adjacent to the work areas. BLA will provide the Village with regular photo updates for use on websites or in reports and will provide digital storage of all photos at the end of each season.

Record Drawings: BLA will revise the contract documents to reflect the as-constructed conditions and quantities. Those documents will be delivered as electronic files in the Village’s preferred format.



Change Orders: Both BLA and the Village understand that extra work is part of the construction process. BLA works to monitor changes in quantity to keep the contract in balance and provide contractors with prompt payment for their work. BLA also strives to identify potential added work with enough advance notice to allow for review and approval by the Village before contractors are forced to delay operations.

Material Testing: BLA will coordinate material testing and documentation. As part of this project, it is anticipated that material testing will be performed by the Village's consultant. Material testing is not part of BLA's scope; however, we will coordinate the testing.

Requests for Information and Submittal Reviews: BLA strives to return both RFIs and submittals to contractors within five working days. Understanding that contractors often find questions during ongoing operations, BLA uses prudent judgment and rapid escalation practices to explain situations, promote solutions and gather consensus so contractor activities can proceed.

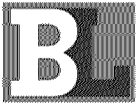
Project Closeout: A timely closeout is critical to minimize the time the project is carried on Village accounts. BLA engineers and technicians strive to quickly and accurately measure items of work, complete changes orders and agree to quantities resulting in quicker closeout and reducing engineering expenses. We strive to... "**ABC. Always Be Closing.**"

Not Included Scope of Work Items

- *Geotechnical – Completed by Village*
- *CCDD: LPC Form and Documentation – Completed by Village*
- *Structural Design – Retaining walls, etc.*
- *Wetland Delineation / Wetland Permitting*
- *Floodplain / Floodway Permitting*
- *Tree Health & Inventory Survey*
- *Environmental Consulting, Environmental Survey Request (ESR) and Permitting*
- *Drainage Analysis and Location Drainage Study*

Any items not specifically included in the above scope of work will be considered extra work to be performed at your direction. Our fees for professional services are listed below:

<i>Principal</i>	\$225.00
<i>Director of Construction Engineering</i>	\$200.00
<i>Director of Structural Engineering</i>	\$180.00
<i>Director of Preliminary Design Services</i>	\$180.00
<i>Director of Environmental Services</i>	\$130.00
<i>Senior Project Manager</i>	\$165.00
<i>Project Manager</i>	\$135.00
<i>Project Engineer</i>	\$90.00
<i>Design Engineer</i>	\$80.00
<i>Structural Engineer</i>	\$85.00
<i>Senior Resident Engineer</i>	\$155.00
<i>Resident Engineer II</i>	\$130.00
<i>Resident Engineer I</i>	\$110.00
<i>Construction Engineer II</i>	\$90.00



Construction Engineer I	\$80.00
Documentation Engineer	\$125.00
Public Outreach Coordinator	\$80.00
Clerical Assistance	\$60.00
Project Surveyor (PLS)	\$125.00
Vehicle (per day)	\$65.00

These rates are based on average hourly rates and invoices will be based on actual rates with a multiplier of 2.5 and are subject to change with annual performance appraisals.

BLA shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures; or for safety precautions and responsibility under the Contract for Construction. BLA shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Engineer shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

Please let us know if any of the above information is at variance with your instructions. If this correctly reflects your instructions and is acceptable, please sign below and return one copy for our file. Thank you for requesting BLA, INC. to do this work. Should you have any questions or require additional information please contact us at (630) 438-6400.

Sincerely,
BLA, INC.

Dan Bruckelmeyer, P.E.
President/CEO

Matthew Cesario, P.E.
Project Manager

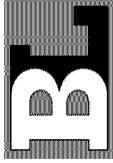
ACCEPTANCE:

VILLAGE OF BUFFALO GROVE

BY: _____

TITLE: _____

DATE: _____



Fee Summary Table

VILLAGE OF BUFFALO GROVE

3 YEAR ROADWAY IMPROVEMENT PROGRAM



Apple Hill / Tenerife Resurfacing (yr 2020)		Scope of Work	BLA + Subconsultant Fee
		Phase II Design Engineering	\$ 69,650.20
		Topographic Survey (Sub-Consultant): ADA Ramps Only	\$ 6,500.00
		Phase III Construction Inspection	\$ 70,470.00
		Total	\$ 146,620.20
Rolling Hills and Vintage at Buffalo Grove Resurfacing (yr 2021)		Scope of Work	BLA + Subconsultant Fee
		Phase II Design Engineering	\$ 75,348.70
		Topographic Survey (Sub-Consultant): ADA Ramps Only	\$ 7,200.00
		Phase III Construction Inspection	\$ 99,347.88
		Total	\$ 181,896.58
Candlewood Creek Reconstruction (yr 2022)		Scope of Work	BLA + Subconsultant Fee
		Phase II Design Engineering	\$ 62,183.20
		Topographic Survey (Sub-Consultant): Full Survey	\$ 12,800.00
		Phase III Construction Inspection	\$ 94,034.20
		Total	\$ 169,017.40
		Total Engineering Fee	\$ 497,534.18

Note: If Vintage at Buffalo Creek is determined to require reconstruction, the full Survey fee is an additional \$18,500

THE VILLAGE OF BUFFALO GROVE
APPLE HILL / TENERIFE STREET RESURFACING (YR 2020)
PHASE II ENGINEERING MANHOURS

Task and Description	Number of Sheets	Hours per Sheets	Total Manhours
Task 1 - Data Collection and Review			
Obtain and Review existing GIS Data, Records, Maps, Ex. Plans			16
Review of Village Provided Geotechnical Reports			8
Prepare Photograph Log / Photo Log Site Visit (1): 1 person x 8 hours			8
Topo Survey Verification Visit / Initial Observation Site Visits (2): 2 people x 8 hours x 2 visits			8
Topographic Survey: ADA Ramps Only (Refer to Sub-Consultant's scope and fee)			
Subtotal:			40
Task 2 - Plan Preparation / Contract Documents			
Title Sheet	1	4	4
Typical Sections / Pavement Mix Chart	1	4	4
Alignment, Ties, and Benchmarks	1	4	4
Notes, Index, and Standards	1	4	4
Summary of Quantities	4	16	64
Schedule of Quantities	2	16	32
Removal Plan / Proposed Improvements (20 scale: 9300 feet at 600 feet per sht=16 sht / 2 views)	8	20	160
ADA Plan (40 ramps (+/-) @ 6 hours per detail = 240			240
District One Details / IDOT Highway Standards	3	2	6
Consultant / Village Details	3	2	6
Specifications & Special Provisions			40
Estimate of Cost			24
Subtotal:			588
Task 3 - Agency Involvement & Meetings			
Consultant & Village Meetings (3 meeting x 2 attendees x 4 hours)			24
Outside Agency Coordination: School, County, Residents, etc (1 meetings x 2 attendees x 4 hours)			8
Subtotal:			32
Task 4 - Utility Coordination			
Utility Conflict Analysis, Permit Plan Review, Tracking, Milestone Submittals			8
Subtotal:			8
Task 5 - QA/QC & Administration Management			
Internal QA/QC, scheduling, budget control, contract admin (4 %)			28
Subtotal:			28
Task 6 - Bidding Assistance			
Compile Bid Tabs, attend pre-con meeting, shop drawing review, RFI			8
Subtotal:			8
Total			704

THE VILLAGE OF BUFFALO GROVE**APPLE HILL / TENERIFE STREET RESURFACING (YR 2020)****PHASE II ENGINEERING DIRECT COSTS**

<u>Task and Description</u>	<u>Sheets</u>	<u>Sets</u>	<u>Rate</u>	<u>Extended Cost</u>
Preliminary Plans				
<i>Plan Set (22x34)</i>	20	2	\$1.28	\$51.20
<i>Plan Set (11x17)</i>	20	4	\$0.05	\$4.00
<i>Utility Coordination Plan Set (11x17)</i>	20	4	\$0.05	\$4.00
<i>Contract Documents (8.5x11)</i>	100	4	\$0.05	\$20.00
<i>Vehicle Days</i>		1	\$65.00	\$65.00
Subtotal:				\$144.20
Pre-Final Plans				
<i>Plan Set (22x34)</i>	25	2	\$1.28	\$64.00
<i>Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Utility Coordination Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Contract Documents (8.5x11)</i>	150	4	\$0.05	\$30.00
<i>Vehicle Days</i>		1	\$65.00	\$65.00
Subtotal:				\$169.00
Final Plans				
<i>Plan Set (22x34)</i>	25	2	\$1.28	\$64.00
<i>Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Utility Coordination Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Contract Documents (8.5x11)</i>	150	4	\$0.05	\$30.00
<i>Vehicle Days</i>		1	\$65.00	\$65.00
Subtotal:				\$169.00
Total				\$482.20

THE VILLAGE OF BUFFALO GROVE
APPLE HILL / TENERIFE STREET RESURFACING (YR 2020)
PHASE II ENGINEERING FEE

Total Phase II Engineering Manhours	704
Plan Preparation & QA/QC Hours (Includes Data Collection)	656
Agency Involvement, Utility Coordination, & Bidding Assisatance	48

Preliminary Plans (60%) of total Manhours		Total MH	Rate	Fee
Principal	3%	12	\$ 225.00	\$ 2,659.50
Project Manager	18%	71	\$ 135.00	\$ 9,574.20
Project Engineer	40%	158	\$ 90.00	\$ 14,184.00
Design Engineer	39%	154	\$ 80.00	\$ 12,292.80
		394		\$ 38,710.50

Pre-Final Plans (30%) of total Manhours		Total MH	Rate	Fee
Principal	3%	6	\$ 225.00	\$ 1,323.00
Project Manager	18%	35	\$ 135.00	\$ 4,762.80
Project Engineer	40%	78	\$ 90.00	\$ 7,056.00
Design Engineer	39%	76	\$ 80.00	\$ 6,115.20
		196		\$ 19,257.00

Final Plans (10%) of total Manhours		Total MH	Rate	Fee
Principal	3%	2	\$ 225.00	\$ 445.50
Project Manager	18%	12	\$ 135.00	\$ 1,603.80
Project Engineer	40%	26	\$ 90.00	\$ 2,376.00
Design Engineer	39%	26	\$ 80.00	\$ 2,059.20
		66		\$ 6,484.50

Agency Involvement, Utility Coordination, & Bidding Assisatance		Total MH	Rate	Fee
Principal	3%	1	\$ 225.00	\$ 324.00
Project Manager	18%	9	\$ 135.00	\$ 1,166.40
Project Engineer	40%	19	\$ 90.00	\$ 1,728.00
Design Engineer	39%	19	\$ 80.00	\$ 1,497.60
		48		\$ 4,716.00

Direct Costs (See Attached Sheet) \$482.20

Total Phase II Design Engineering Fee \$ 69,650.20

THE VILLAGE OF BUFFALO GROVE
ROLLING HILLS & VINTAGE RESURFACING (YR 2021)
PHASE II ENGINEERING MANHOURS

Task and Description	Number of Sheets	Hours per Sheets	Total Manhours
Task 1 - Data Collection and Review			
Obtain and Review existing GIS Data, Records, Maps, Ex. Plans			16
Review of Village Provided Geotechnical Reports			8
Prepare Photograph Log / Photo Log Site Visit (1): 1 person x 8 hours			8
Topo Survey Verification Visit / Initial Observation Site Visits (2): 2 people x 8 hours x 2 visits			8
Topographic Survey: ADA Ramps Only (Refer to Sub-Consultant's scope and fee)			
Subtotal:			40
Task 2 - Plan Preparation / Contract Documents			
Title Sheet	1	4	4
Typical Sections / Pavement Mix Chart (One for each subdivision)	2	4	8
Alignment, Ties, and Benchmarks (One for each subdivision)	2	4	8
Notes, Index, and Standards	1	4	4
Summary of Quantities	4	16	64
Schedule of Quantities	2	16	32
Removal Plan / Proposed Improvements (20 scale: 13,200 feet at 600 feet per sht=22 sht / 2 views)	11	20	220
ADA Plan (38 ramps (+/-) @ 6 hours per detail = 228			228
District One Details / IDOT Highway Standards	3	2	6
Consultant / Village Details	3	2	6
Specifications & Special Provisions			40
Estimate of Cost			24
Subtotal:			644
Task 3 - Agency Involvement & Meetings			
Consultant & Village Meetings (3 meeting x 2 attendees x 4 hours)			24
Outside Agency Coordination: Consultants, County, Park District, etc (1 meetings x 2 attendees x 4 hours)			8
Subtotal:			32
Task 4 - Utility Coordination			
Utility Conflict Analysis, Permit Plan Review, Tracking, Milestone Submittals			8
Subtotal:			8
Task 5 - QA/QC & Administration Management			
Internal QA/QC, scheduling, budget control, contract admin (4 %)			30
Subtotal:			30
Task 6 - Bidding Assistance			
Compile Bid Tabs, attend pre-con meeting, shop drawing review, RFI			8
Subtotal:			8
Total			762

THE VILLAGE OF BUFFALO GROVE
ROLLING HILLS & VINTAGE RESURFACING (YR 2021)
PHASE II ENGINEERING DIRECT COSTS

<u>Task and Description</u>	<u>Sheets</u>	<u>Sets</u>	<u>Rate</u>	<u>Extended Cost</u>
Preliminary Plans				
<i>Plan Set (22x34)</i>	20	2	\$1.28	\$51.20
<i>Plan Set (11x17)</i>	20	4	\$0.05	\$4.00
<i>Utility Coordination Plan Set (11x17)</i>	20	4	\$0.05	\$4.00
<i>Contract Documents (8.5x11)</i>	100	4	\$0.05	\$20.00
<i>Vehicle Days</i>		1	\$65.00	\$65.00
Subtotal:				\$144.20
Pre-Final Plans				
<i>Plan Set (22x34)</i>	25	2	\$1.28	\$64.00
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<i>Contract Documents (8.5x11)</i>	150	4	\$0.05	\$30.00
<i>Vehicle Days</i>		1	\$65.00	\$65.00
Subtotal:				\$169.00
Total				\$482.20

THE VILLAGE OF BUFFALO GROVE
ROLLING HILLS & VINTAGE RESURFACING (YR 2021)
PHASE II ENGINEERING FEE

Total Phase II Engineering Manhours		762		
Plan Preparation & QA/QC Hours (Includes Data Collection)		714		
Agency Involvement, Utility Coordination, & Bidding Assisatance		48		
Preliminary Plans (60%) of total Manhours		Total MH	Rate	Fee
Principal	3%	13	\$ 225.00	\$ 2,889.00
Project Manager	18%	77	\$ 135.00	\$ 10,400.40
Project Engineer	40%	171	\$ 90.00	\$ 15,408.00
Design Engineer	39%	167	\$ 80.00	\$ 13,353.60
		428		\$ 42,051.00
Pre-Final Plans (30%) of total Manhours		Total MH	Rate	Fee
Principal	3%	6	\$ 225.00	\$ 1,444.50
Project Manager	18%	39	\$ 135.00	\$ 5,200.20
Project Engineer	40%	86	\$ 90.00	\$ 7,704.00
Design Engineer	39%	83	\$ 80.00	\$ 6,676.80
		214		\$ 21,025.50
Final Plans (10%) of total Manhours		Total MH	Rate	Fee
Principal	3%	2	\$ 225.00	\$ 486.00
Project Manager	18%	13	\$ 135.00	\$ 1,749.60
Project Engineer	40%	29	\$ 90.00	\$ 2,592.00
Design Engineer	39%	28	\$ 80.00	\$ 2,246.40
		72		\$ 7,074.00
Agency Involvement, Utility Coordination, & Bidding Assisatance		Total MH	Rate	Fee
Principal	3%	1	\$ 225.00	\$ 324.00
Project Manager	18%	9	\$ 135.00	\$ 1,166.40
Project Engineer	40%	19	\$ 90.00	\$ 1,728.00
Design Engineer	39%	19	\$ 80.00	\$ 1,497.60
		48		\$ 4,716.00
Direct Costs (See Attached Sheet)				\$482.20
Total Phase II Design Engineering Fee				\$ 75,348.70

Attachment: BLA Professional service agreement FULL (O-2020-21 : 2020-2022 BLA Design and Construction Engineering)

THE VILLAGE OF BUFFALO GROVE
CANDLEWOOD CREEK RECONSTRUCTION (YR 2022)
PHASE II ENGINEERING MANHOURS

Task and Description	Number of Sheets	Hours per Sheets	Total Manhours
Task 1 - Data Collection and Review			
Obtain and Review existing GIS Data, Records, Maps, Ex. Plans			16
Review of Village Provided Geotechnical Reports			8
Prepare Photograph Log / Photo Log Site Visit (1): 1 person x 8 hours			8
Topo Survey Verification Visit / Initial Observation Site Visits (2): 2 people x 8 hours x 2 visits			8
Topographic Survey: Full Survey (Refer to Sub-Consultant's scope and fee)			
	Subtotal:		40
Task 2 - Plan Preparation / Contract Documents			
Title Sheet	1	4	4
Typical Sections / Pavement Mix Chart	2	4	8
Alignment, Ties, and Benchmarks	1	4	4
Notes, Index, and Standards	1	4	4
Summary of Quantities	4	16	64
Schedule of Quantities	2	16	32
Removal Plan / Proposed Recon (20 scale: 2400 feet at 600 feet per sht= 4 sht / 1 views)	4	26	104
Removal Plan / Proposed Resurface (20 scale: 2600 feet at 600 feet per sht= 5 sht / 2 views)	3	16	48
Maintenance of Traffic	8	8	64
ADA Plan (18 ramps (+/-) @ 6 hours per detail = 108 (includes walks along Paulina)			108
District One Details / IDOT Highway Standards	3	2	6
Consultant / Village Details	3	2	6
Specifications & Special Provisions			40
Estimate of Cost			24
	Subtotal:		516
Task 3 - Agency Involvement & Meetings			
Consultant & Village Meetings (3 meeting x 2 attendees x 4 hours)			24
Outside Agency Coordination: Consultants, County, Park District, etc (1 meetings x 2 attendees x 4 hours)			8
	Subtotal:		32
Task 4 - Utility Coordination			
Utility Conflict Analysis, Permit Plan Review, Tracking, Milestone Submittals			8
	Subtotal:		8
Task 5 - QA/QC & Administration Management			
Internal QA/QC, scheduling, budget control, contract admin (4 %)			24
	Subtotal:		24
Task 6 - Bidding Assistance			
Compile Bid Tabs, attend pre-con meeting, shop drawing review, RFI			8
	Subtotal:		8
	Total		628

Attachment: BLA Professional service agreement FULL (O-2020-21 : 2020-2022 BLA Design and Construction Engineering)

THE VILLAGE OF BUFFALO GROVE
CANDLEWOOD CREEK RECONSTRUCTION (YR 2022)
PHASE II ENGINEERING DIRECT COSTS

<u>Task and Description</u>	<u>Sheets</u>	<u>Sets</u>	<u>Rate</u>	<u>Extended Cost</u>
Preliminary Plans				
<i>Plan Set (22x34)</i>	20	2	\$1.28	\$51.20
<i>Plan Set (11x17)</i>	20	4	\$0.05	\$4.00
<i>Utility Coordination Plan Set (11x17)</i>	20	4	\$0.05	\$4.00
<i>Contract Documents (8.5x11)</i>	100	4	\$0.05	\$20.00
<i>Vehicle Days</i>		1	\$65.00	\$65.00
Subtotal:				\$144.20
Pre-Final Plans				
<i>Plan Set (22x34)</i>	25	2	\$1.28	\$64.00
<i>Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Utility Coordination Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Contract Documents (8.5x11)</i>	150	4	\$0.05	\$30.00
<i>Vehicle Days</i>		1	\$65.00	\$65.00
Subtotal:				\$169.00
Final Plans				
<i>Plan Set (22x34)</i>	25	2	\$1.28	\$64.00
<i>Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Utility Coordination Plan Set (11x17)</i>	25	4	\$0.05	\$5.00
<i>Contract Documents (8.5x11)</i>	150	4	\$0.05	\$30.00
<i>Vehicle Days</i>		1	\$65.00	\$65.00
Subtotal:				\$169.00
Total				\$482.20

THE VILLAGE OF BUFFALO GROVE
CANDLEWOOD CREEK RECONSTRUCTION (YR 2022)
PHASE II ENGINEERING FEE

Total Phase II Engineering Manhours	628
Plan Preparation & QA/QC Hours (Includes Data Collection)	580
Agency Involvement, Utility Coordination, & Bidding Assisatance	48

Preliminary Plans (60%) of total Manhours		Total MH	Rate	Fee
Principal	3%	10	\$ 225.00	\$ 2,349.00
Project Manager	18%	63	\$ 135.00	\$ 8,456.40
Project Engineer	40%	139	\$ 90.00	\$ 12,528.00
Design Engineer	39%	136	\$ 80.00	\$ 10,857.60
		348		\$ 34,191.00

Pre-Final Plans (30%) of total Manhours		Total MH	Rate	Fee
Principal	3%	5	\$ 225.00	\$ 1,174.50
Project Manager	18%	31	\$ 135.00	\$ 4,228.20
Project Engineer	40%	70	\$ 90.00	\$ 6,264.00
Design Engineer	39%	68	\$ 80.00	\$ 5,428.80
		174		\$ 17,095.50

Final Plans (10%) of total Manhours		Total MH	Rate	Fee
Principal	3%	2	\$ 225.00	\$ 391.50
Project Manager	18%	10	\$ 135.00	\$ 1,409.40
Project Engineer	40%	23	\$ 90.00	\$ 2,088.00
Design Engineer	39%	23	\$ 80.00	\$ 1,809.60
		58		\$ 5,698.50

Agency Involvement, Utility Coordination, & Bidding Assisatance		Total MH	Rate	Fee
Principal	3%	1	\$ 225.00	\$ 324.00
Project Manager	18%	9	\$ 135.00	\$ 1,166.40
Project Engineer	40%	19	\$ 90.00	\$ 1,728.00
Design Engineer	39%	19	\$ 80.00	\$ 1,497.60
		48		\$ 4,716.00

Direct Costs (See Attached Sheet) \$482.20

Total Phase II Design Engineering Fee \$ 62,183.20

Village of Buffalo Grove - 2020 resurfacing - Apple Hill/Tenerife
Phase III Construction Engineering Services

TITLE	RATE	HOURS	COST \$
Dir. of Constr. Engineering		0	\$ -
Resident Engineer	\$ 35.00	740	\$ 25,900.00
Construction Engineer	\$ 29.72		\$ -
		Total =	\$ 25,900.00

Multiplier = 2.5

Construction Engineering = \$ 64,750.00

Direct costs - vehicle's - 88 days @ \$65/day = \$ 5,720.00

Direct Cost - Materials QA = \$ -

TOTAL COST = \$ 70,470.00

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Attachment: BLA Professional service agreement FULL (O-2020-21 : 2020-2022 BLA Design and

Packet Pg. 482

**Village of Buffalo Grove - 2021 resurfacing - Rolling Hills/Vintage
Phase III Construction Engineering Services**

TITLE	RATE	HOURS	COST \$
Dir. of Constr. Engineering		0	\$ -
Resident Engineer	\$ 36.05	1023	\$ 36,879.15
Construction Engineer	\$ 30.61		\$ -
		Total =	\$ 36,879.15

Multiplier = 2.5

Construction Engineering = \$ 92,197.88

Direct costs - vehicle's - 110 days @ \$65/day = \$ 7,150.00

Direct Cost - Materials QA = \$ -

TOTAL COST = \$ 99,347.88

Vehicle Costs		Days	
Phone/	\$65.00 /Day	110	\$7,150.00
Radio	/Mo	0 Mo	\$
Printing	\$ 1.00 each		\$
Web Site Establishment			\$
			\$7,150.00

**Village of Buffalo Grove - 2022 resurfacing/reconstruction - Candlewood Creek
Phase III Construction Engineering Services**

TITLE	RATE	HOURS	COST \$
Dir. of Constr. Engineering		0	\$ -
Resident Engineer	\$ 37.13	936	\$ 34,753.68
Construction Engineer	\$ 31.53		\$ -
		Total =	\$ 34,753.68

Multiplier = 2.5

Construction Engineering = \$ 86,884.20

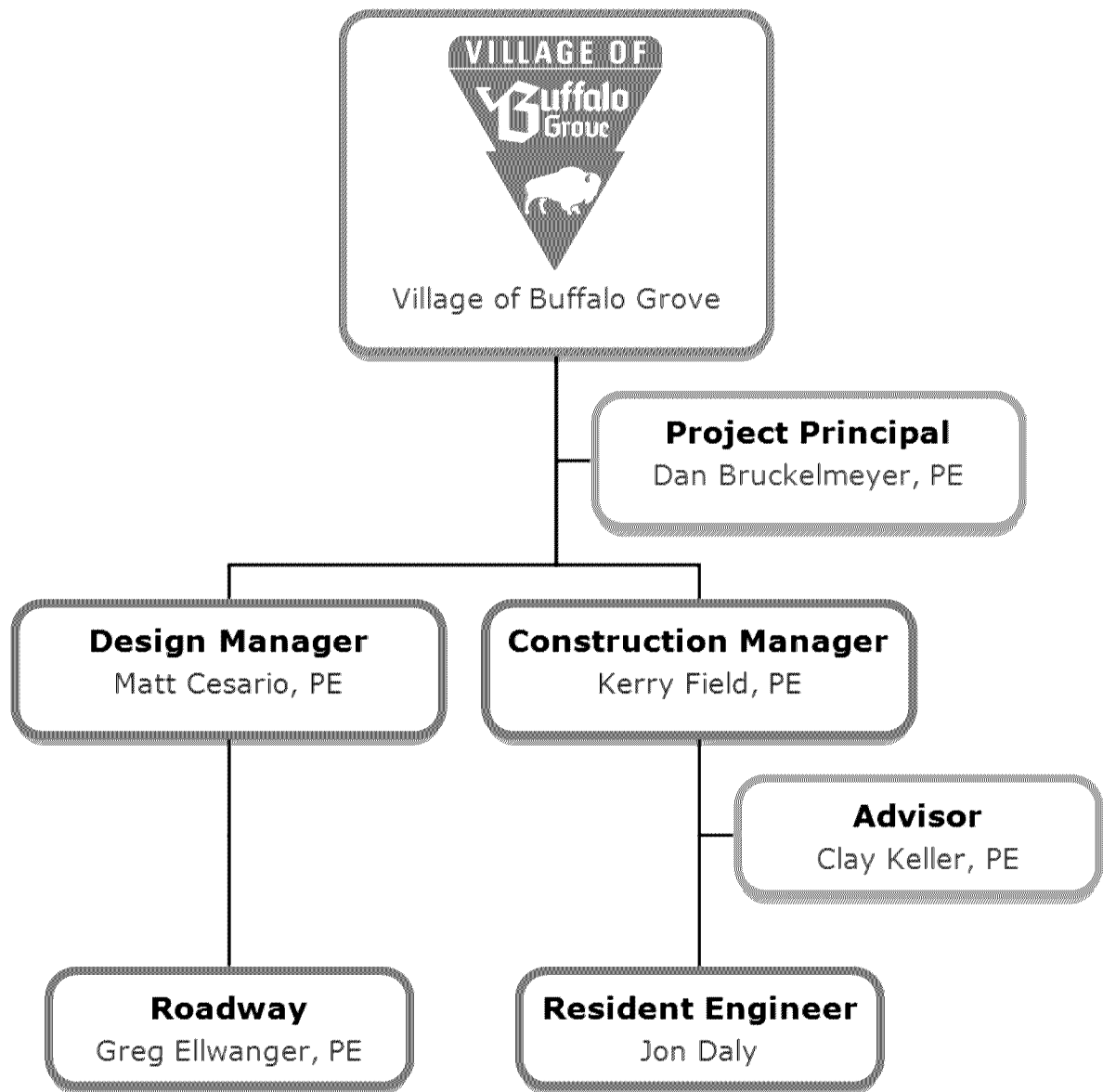
Direct costs - vehicle's - 110 days @ \$65/day = \$ 7,150.00

Direct Cost - Materials QA = \$ -

TOTAL COST = \$ 94,034.20

Project Team

All staff in the Organization Chart is available to serve the Village of Buffalo Grove. The personnel shown will be assigned to the project based on the requirements and need for their engineering expertise.



DANIEL B. BRUCKELMEYER, P.E.

Project Principal/Senior Project Manager

Education

Purdue University – B.S. Civil Engineering, 2004

Professional Registration

Professional Engineer

State of Illinois: #062-063352

State of Indiana: #11500042

Professional Societies

APWA Lake Branch Executive Committee, 2015-present

APWA Lake Branch Education Committee, 2011-14

APWA Chapter Education Committee, 2019

ASCE

Specialized Software

AutoCAD Civil 3D

AutoCAD Land Desktop

AutoDesk Storm & Sanitary Analysis

Autoturn v.4.0-7.0+

Microstation V8 and V8i

Geopak

Paydirt Sitework

StormCAD/StormNET

Bentley FlowMaster/CulvertMaster

PondPack

HEC-RAS

Highway Capacity Analysis (HCS)

SYNCHRO 7.0+

Experience Summary

Experience since 2004 as a consulting engineer. Dan has experience in complete design and management for projects ranging from privately-developed commercial facilities and subdivisions to municipal and county transportation projects including roadway corridors, intersections and bridge improvements as well as utility replacements and extensions. Experience with locally-funded and federally-funded design projects let locally or through IDOT. Responsible for management of staff, contract preparation, design completion, obtaining permits and presentations.

Representative Projects

Project Principal for University Drive; Village of Buffalo Grove – BLA performed Phase II of the roadway reconstruction and utility replacement for University Drive in Buffalo Grove. Because of frequent watermain and forcemain breaks, the Village needed an expedited and unbudgeted project. Work included design of 2,200 feet of 10-inch watermain; all new services; hydrants; connections accounting for proposed watermain projects; the design of 2,200 feet of 10-inch forcemain; and full roadway rehabilitation. BLA permitted through IEPA Water, Cook County and MWRD. It was critical the plans were fully developed within several weeks to allow permitable plans to be submitted. BLA worked closely with the Village to implement their standards and ensure the design was capable of handling future projects/connections.

Project Manager for Pembroke Drive; Village of Lincolnshire – BLA prepared Phase II engineering design plans for 0.5 miles of watermain replacement, roadway reconstruction and drainage improvements along Pembroke Drive and several side streets. “Hot” soils have deteriorated the main considerably resulting in ongoing breaks and other problems. This roadway corridor has many trees, high end homes, private improvements extending into the right-of-way and some less than standard right-of-way widths.

Project Manager for Western Avenue; Cities of Highland Park and Highwood – The Phase II reconstruction was a half mile, joint municipality project as Western was the dividing line between the two communities. Considerable drainage issues were present within and immediately adjacent to the roadway and were corrected with the design. Work included complete roadway reconstruction with curb/gutter; 2,700 feet of watermain replacement; sanitary sewer; relief sewer and sidewalk reconstruction. One lane for northbound traffic remained open during construction with a detour for southbound traffic.

Project Manager for Brierhill Road; Village of Deerfield – Phase II for the reconstruction of 0.70 miles of Brierhill Road, a dead-end road surrounded by high-end homes. Maintenance of traffic was a key element as utilizing only one lane during construction for residents, garbage trucks, deliveries and landscaping vehicles required temporary aggregate bump-outs as passing locations. Brierhill is heavily wooded with decorative landscaping extending into the Village right-of-way making protection of these existing features an important aspect. A new eight inch watermain was installed for the length of the improvement as well as a side yard directional drill to provide a looped-connection. Permitting was through the IEPA, USACOE and the LCSMC.

Project Manager for South River Lane; City of Geneva – Phase II engineering for the \$1.8 million reconstruction of 0.5 miles of the residential and commercial roadway. The project is located partially within downtown Geneva’s Historic District and careful consideration during design needed to occur in order to avoid impacting historic stone entryways and wrought iron fences. In addition to road reconstruction plans, BLA designed a new eight inch watermain to replace the existing four inch watermain throughout the project limits including an area between Fulton Street and South Street where the watermain actually ran in rear yards instead of the parkway.

MATTHEW T. CESARIO, P.E.

Project Manager

Education

University of Iowa – B.S. Civil Engineering, 2007

Professional Registration

Professional Engineer

State of Illinois: #062-066160, 2014

State of Indiana: #11400733, 2014

State of Wisconsin: #43929-6, 2014

Certifications

IDOT Documentation of Contract Quantities

Professional Societies

American Public Works Association (APWA) Fox Valley Branch

APWA Fox Valley Branch Membership Committee

American Council of Engineering Companies (ACEC) – Tollway

ACEC – Regional Informational Meeting Committee

Civil 3D User Group

Specialized Training

GEOPAK, Civil 3D, Soil and Erosion Control, Permitting, IDOT Documentation, WisDOT

Construction Standards, WisDOT Local Program, WisDOT Signage, Field Manager/Fit Course, IL Tollway Barrier Guidelines

Specialized Software

AutoCAD Civil 3D 2010-2012, StormCAD, Microstation V8 & V8i, GEOPAK, Auto-Turn, Hy-8 Culvert Design, Field Manager, Synchro 7.0, HCS+ Traffic Software, HCS+ Signal Warrants, Estimator 2.8, Trans.prt, Haestad Methods: Pondpack, TR-20, Stormnet, Axiom

Experience Summary

Consulting engineer since 2007; experience with design and coordination of site and transportation projects including reconstruction, expansion, traffic modeling, stormwater management and roundabouts. Design experience involves stormwater modeling and management reports; stormwater pollution prevention plans; roadway geometry; storm and sanitary sewer; hydraulic and hydrology analysis of streams, creeks and rivers for bridges/culverts; roadside barrier warrants; horizontal and vertical alignment; roundabout; traffic signals and contract plans. Tasks include permitting process; construction plan preparation; cost estimating; utility design; utility coordination; public meetings; field survey and inspections.

Representative Projects

Project Principal for University Drive; Village of Buffalo Grove – BLA performed Phase II of the roadway reconstruction and utility replacement for University Drive in Buffalo Grove. Because of frequent watermain and forcemain breaks, the Village needed an expedited and unbudgeted project. Work included design of 2,200 feet of 10-inch watermain; all new services; hydrants; connections accounting for proposed watermain projects; the design of 2,200 feet of 10-inch forcemain; and full roadway rehabilitation. BLA permitted through IEPA Water, Cook County and MWRD. It was critical the plans were fully developed within several weeks to allow permissible plans to be submitted. BLA worked closely with the Village to implement their standards and ensure the design was capable of handling future projects/connections.

Project Engineer for IL 53 at IL 56; IDOT – Work included PS&E for the reconstruction of IL 53 and IL 56 for 1.8 miles. The project added a third travel lane in each direction with a barrier median for lane continuity and to enhance system linkage; work included right turn lanes at the intersection to improve capacity demands, PCC shoulders, noise walls, design of a closed drainage system including box culverts and junction chambers, profile adjustments to elevate the roadway above flood elevations, design of two new traffic signals, maintenance of traffic, erosion control and jointing plans. Project necessitated relocation of more than 2,000 feet of forcemain due to drainage improvements and proposed utility conflicts; PROWAG/ADA guidelines were implemented.

Project Manager for Chicago Avenue; Village of River Forest – Phase II, PS&E; coordination and construction assistance for the mile-long roadway mill/resurface project. Besides providing plans indicating the proposed mill/resurface locations, it was necessary to detail 60+ ADA ramps to meet current standards. Coordination with the Village, the Historical Society and the Village Green Initiative Board all occurred.

Project Manager for Benedictine Parkway; Village of Lisle – Phase II design, PS&E, coordination and construction assistance for the mill/resurface project. Besides providing plans indicating the proposed mill/resurface locations, it was necessary to detail the ADA ramps to meet current standards. A right turn lane was added at the intersection of Benedictine and Maple Avenue. This addition required traffic signal improvements and coordination with DuPage County (owner of the traffic signal).

Project Manager for Division Street; Village of River Forest – Responsibilities included Phase II design, PS&E, coordination and construction assistance for the mile-long roadway mill/resurface project. Besides providing plans indicating the proposed mill/resurface locations, it was necessary to detail 60+ ADA ramps to meet current standards. An important aspect was the extensive coordination between the Village, Concordia University, Dominican University and Trinity High School. The plans and special provisions were designed in a way as to coordinate the construction activities with the university/school events ensuring the least disturbance possible.

GREGORY J. ELLWANGER, P.E.

Project Engineer

Education

Bradley University – B.S. Civil Engineering, 2009

Professional Registration

Professional Engineer

State of Illinois: 062-067088, 2015

Certifications

IDOT Documentation of Contract Quantities 17-12693

Professional Societies

Member – Lake Branch American Public Works Association (APWA)

Chair – APWA Young Professionals

Specialized Software

MicroStation V8i

Geopak

Axiom

Autoturn

AutoCAD – Civil 3D

HCS+ Traffic Software

HCS+ Signal Warrants

Synchro 7.0+

StormCAD

ProjectWise

SignCAD

Experience Summary

Experience since 2010 in design engineering, construction engineering and surveying.

Experience as a design engineer with responsibilities of contract plan preparation, planning, design, drawing, cost estimation and bidding documents for various projects for IDOT, municipalities and counties. Design of private projects includes watermain installations, storm sewer design, site grading and detention design.

Representative Projects

Project Engineer for Lemont Road; DuPage County DOT – Prepared Phase II PS&E for widening and resurfacing 1.65 miles of Lemont Road from and including 87th Street to 83rd Street. The project required new storm sewer design, reconstruction of a small section of 87th Street, new traffic signals, new interconnect, pedestrian improvements, landscaping, land acquisition from both public and private parcels and permits and coordination with DuPage County, DuPage County DEC, USACOE, the City of Darien and the City of Woodridge.

Project Engineer for Smith Street; Village of Palatine – Phase I and II for resurfacing two miles of Smith Street between Palatine and Dundee Roads. The project was funded by the Northwest Council of Mayors and Mangers STP program and processed under State CE for Phase I approval. Phase II consisted of removal and proposed design plans along with detailed ADA compliant ramp plans of multiple corners along Smith Street.

Project Engineer for Plum Grove Road; Village of Palatine – Phase I and II for resurfacing two miles of Plum Grove Road between Aldridge Avenue and US 14. The project was funded by the Northwest Council of Mayors and Mangers STP program and processed under State CE for Phase I approval. Phase II consisted of removal and proposed design plans along with detailed ADA compliant ramp plans of 67 individual corners along Plum Grove Road. The project also included three separate stretches of curb that needed to be replaced along with parkway restoration.

Project Engineer for Longmeadow Parkway (Section B); Kane County DOT – Scope included Phase II plans and specifications for the widening, reconstruction and extension of Longmeadow Parkway. This landmark County project connects Huntley Road to IL 62, 5.5 miles, including a new bridge over the Fox River. Section B consists of 2.32 miles of widening and new construction of Longmeadow Parkway as well as 0.81 miles of widening and reconstruction of both Sleepy Hollow Road and IL 31. The total length of improvements is 3.12 miles.

Project Engineer for East State Street; City of Geneva – Prepared Phase II PS&E for 1.25 miles of East State Street from the Fox River to Kirk Road. The project required new storm sewers, watermain, replacing sanitary manholes, full pavement reconstruction and widening (with changes to the profile to improve site distance), replacing signals, pedestrian improvements and streetscape. In addition, coordination with the City and public utilities was required for the roadway widening and new storm sewers and watermain. Land acquisition from both public and private parcels. Permits and significant coordination with IDOT, Kane County and Geneva was required.

Project Engineer for 75th Street; DuPage County DOT – Project included storm sewer design, detention calculations, resurfacing, widening, reconstruction and new traffic signals. Work included extensive storm sewer and detention redesign utilizing StormCAD and TR20. In addition, coordination with the villages and utilities was required for the roadway widening and new storm sewers. BLA also prepared the DEC permit, wetland permit and the contract plans, specifications and estimate of cost.

KERRY FIELD, P.E.

Director of Construction

Education

University of Illinois Urbana-Champaign – B.S. Civil Engineering, 1981

Professional Registration

Professional Engineer

State of Illinois: #062-043291, 1984

Professional Societies

Member – IRTBA

Industry Activities

10 years on IRTBA & IDOT District 1 Forum, Co-Chair for four years

Experience Summary

Highway construction experience since 1982. Senior Project Manager (Plote Construction) for 11 years overseeing the scheduling and construction of \$20-140 million/year of road construction projects. Vice President (Harry W. Kuhn) of \$80-100 million/year heavy highway contractor (six years). 17 years in IDOT Bureau of Construction; beginning as an inspector providing construction layout, inspection and documentation. Worked as a Resident Engineer on multi-million dollar Expressway projects, ultimately becoming the District 1 Expressway Construction Supervisor overseeing all expressway projects in Chicago and the six-county area.

Representative Projects

Project Manager for University Drive; Village of Buffalo Grove – Provided resident engineering services for the roadway reconstruction and utility replacement for University Drive in Buffalo Grove. Work included 2,200 feet of 10-inch watermain; all new services; hydrants; connections accounting for proposed watermain projects; the design of 2,200 feet of 10-inch forcemain; and full roadway rehabilitation. Work also included ADA sidewalk ramp improvements, residential communication and project scheduling and time management on behalf of the contractor.

Project Manager for Church Road; Village of Bensenville – Provided resident engineering services for a 0.70-mile residential reconstruction with new storm sewer and watermain. Multiple conflicts with ComEd, Nicor, Comcast, AT&T, XO Fiber Optic, Light Tower and the DuPage Water Commission were challenging. Because of these challenges, time management and communication were necessary to ensure the project was completed on time. Work included curb/gutter, a multi-use path, ADA sidewalk, a hot mix asphalt road, and landscaping. The team held a public information meeting prior to work beginning and went door to door communicating driveway closures, water shutdowns and sidewalk closures. The project was completed on time and under budget.

Senior Project Manager for Green Street and York Road; Village of Bensenville – The \$2.9 million project included directional boring of watermain under a railroad, patches, curb, sidewalk, driveways and resurfacing. BLA performed inspection activities, oversaw utility relocations, developed traffic staging and managed the schedule and change orders. Public information meetings were conducted to brief the residents on the construction activities affecting their homes/businesses. A website was designed/maintained to keep everyone informed.

Senior Project Manager for Gary Avenue; DuPage County – The \$11.3 million project improved Gary between North Avenue and Army Trail Road. The four lane road is home to commercial and industrial enterprises and residential properties. Work included storm sewer, water main installation, box culvert installation and extension, curb, sidewalk, widening, resurfacing, block retaining walls, traffic signals and landscaping. Curb ramps for a future bike path required detailed attention to conform to ADA standards. BLA hounded utility companies to complete relocations and coordinated work to minimize delays.

Senior Project Manager for Wright Boulevard; Village of Schaumburg – Project included total reconstruction of Wright Boulevard from Wise Road to IL 19. The \$4 million project included widening, concrete reconstruction, asphalt resurfacing, new storm sewer, curb, retaining wall, watermain, traffic signals, street lighting and new concrete bike path along the roadway under the Elgin O'Hare Expressway. A project website and regular visits ensured solid communications with interested parties. A public open house was held to explain the construction schedule and process. Brochures were designed and personally distributed to each business.

JONATHAN M. DALY

Construction Engineer

Education

University of Illinois Urbana-Champaign – B.S. Civil Engineering, 2016

Professional Registration

Passed P.E. Exam, pending issuance July 2020

Certifications

IDOT Documentation of Contract Quantities 17-12536

IDOT Soils Field Testing and Inspection

Professional Societies

Member – ASCE

Specialized Training

Tollway ebuilder

GPS proficient

Experience Summary

Experience since 2016 as a field/construction engineer. Responsibilities include oversight of contractors along with testing and recording of field work. Also assists the Resident Engineer for the satisfactory completion of projects.

Representative Projects

Resident Engineer for South Rawson Bridge Road; Algonquin Township Highway Department – BLA provided construction management services for the work which included pavement milling and resurfacing along South Rawson Bridge Road, a very busy road in a residential area between Three Oaks Road and Newcastle Drive. Other work items included HMA patching, thermoplastic striping, public coordination and traffic control.

Asst. Resident Engineer for Street Improvement Program; Village of Schaumburg – BLA provided construction engineering for the Village's Street Improvement Program including the Weathersfield Lakes residential subdivision, the Hammond/Palmer industrial area and the new Bethel Lane alignment. Work included concrete curb, driveway and sidewalk replacement in residential and industrial areas along with resurfacing of asphalt roadways. Work at Bethel Lane included the vacation and realignment of the roadway. New traffic signals at the Bethel/Roselle provide additional safety. Roadway work included storm sewer, watermain improvements, and sanitary sewer. Public outreach services included regular updates to the Village's website, transmitting information and addressing concerns from the public via email, social media, printed material and direct contact.

Assist. Resident Engineer for 18-14 and 19-14 Bridge Rehabilitation; Village of Oak Park – BLA provided 2 years of construction management services for the Village's bridge rehabilitation program on various bridges crossing the Eisenhower Expressway (I-290) and CTA and CSX railroads. Work included concrete removal and replacement for sidewalk and bridge deck, bridge parapet wall repairs and protective shield installation at East Avenue, and updating ADA improvements with tight constraints.

Lead Inspector for Plum Grove Road (Golf Road to Wiley Road); Village of Schaumburg – BLA provided construction management and public relations services for the project. Work included the reconstruction of Plum Grove Road with full-depth HMA pavement and the Village's first roundabouts. The project also included a new storm sewer system, revisions to the existing watermain system, new roadway lighting and extensive landscaping. Other work items included curb removal and replacement, sidewalks with ADA, an HMA pedestrian path and new signage.

Lead Inspector for Plum Grove Road (Higgins Road to Golf Road); Village of Schaumburg – BLA provided construction management and public relations services for the project. Work included the reconstruction of Plum Grove Road with full-depth HMA pavement and a new traffic signal installation. The project also included a new storm sewer system, revisions to the existing watermain system, new roadway lighting and extensive landscaping. Other work items included curb removal and replacement, sidewalks with ADA, an HMA pedestrian path and new signage.

Construction Engineer for Washington Street; Lake County DOT – BLA provided construction engineering for the project from west of Hainesville Road to east of Haryan Way. Work included reconstruction and widening from two lanes to four with a median.. New traffic signals at that intersections included communication links to the LCDOT emergency communications center. Roadway work included storm sewer, watermain, and sanitary sewer. Public outreach services included maintaining a project website, transmitting information and addressing concerns from the public via email, social media, printed material and direct contact.

P. CLAY KELLER

Construction Engineer

Education

Bradley University – B.S. Civil Engineering, 2009

University of Missouri – M.S. Civil Engineering with Transportation Focus, 2012

Professional Registration

Engineer-in-Training

Certifications

IDOT Documentation of Contract Quantities #18-13779

IDOT STTP-S33 Soils Field Testing and Inspection

Fundamentals of Engineering (FE) 2009

Professional Societies

Institute of Transportation Engineers

Specialized Training

Interpretation of contract documents and IDOT/ISTHA specifications

Experience with Laser Levels and Level Loops

Specialized Software

Microsoft Office, Highway Capacity Software, AutoCAD, VISSIM, SPSS and Stata (Statistical Analysis Software), ArcGIS

Industry Activities

ASCE Publication – Evaluation of Dynamic Message Signs on Rural Freeways: Case Study of a Full Freeway Closure, 2013

Experience Summary

Construction Engineer experience since 2012 with responsibilities of interpreting and implementing design plans and specifications, ensuring ADA compliancy, contract documentation, daily activity diaries, safety inspections and facilitating time and material work. Project experience includes storm sewer, watermain, PCC sidewalk with curb/gutter, detector loops, asphalt resurfacing and patching and frame adjustments. Project locations include the Village of Bensenville next to O'Hare International Airport and the I-90 Tollway near Rockford.

Experience since 2008 as a research assistant including responsibilities of varieties of data collection, conducting detailed analysis of data and preparing reports to present research findings. Research projects were in cooperation with Peoria County and the Missouri Department of Transportation (MoDOT).

Representative Projects

Resident Engineer for University Drive; Village of Buffalo Grove – Provided resident engineering services for the roadway reconstruction and utility replacement for University Drive in Buffalo Grove. Work included 2,200 feet of 10-inch watermain; all new services; hydrants; connections accounting for proposed watermain projects; the design of 2,200 feet of 10-inch forcemain; and full roadway rehabilitation. Residential communication and project scheduling / time management on behalf of the contractor were essential to allow the roadway passable before the weather changed.

Resident Engineer for Church Road; Village of Bensenville – Provided resident engineering services for the construction of a pedestrian path as well as patching and resurfacing of Church Road from Grand Avenue to Jefferson Street along with a new water main. Project utilized pavement patching, milling, resurfacing and striping. Also included was removal/replacement of sidewalk ramps to meet current ADA standards. The project included extensive public outreach and coordination with residents as well as the Bensenville Park District Golf Course located along the project.

Resident Engineer for Belle Plaine and Magnolia Avenues; Village of Gurnee – Resident engineer for the Village's annual roadway rehabilitation program. Work consisted of rehabilitating three village streets; reconstruction; storm sewer; watermain; HMA pavement; sidewalk; curb; landscaping; and pavement marking. The project included two heavily traveled parallel roads connecting from Grand Avenue to the local elementary school. The work utilized sequenced closures/detours to limit disruption to the public which required daily coordination with Gurnee School District 56, emergency responders and residents. In order to keep the residents apprised, BLA held a public information meeting, distributed notification letters door-to-door, wrote weekly updates with photos for the Village mailer and website and communicated daily with residents.

Construction Engineer for Green Street and York Road; Village of Bensenville – A \$3.2 million improvement including 1.5 miles of asphalt overlay and 2,000 feet of 12 inch watermain. Sidewalks were installed in regulation with ADA requirements. Responsibilities included overseeing watermain, asphalt paving, concrete sidewalk, curb/gutter and detectable warning installation along with daily documentation of activities. Assisted with designing watermain system in the field because of heavy utilities outside O'Hare International Airport. Additional responsibilities included assisting with closeout using ICORS and MISTIC for IDOT materials authorization.

Attachment: BLA Professional service agreement FULL (O-2020-21 : 2020-2022 BLA Design and Construction Engineering)

Exhibit B.
Agreed Upon Pricing Structure

Included with the Proposal documents of 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-2020-22 : 2020-2022 Soil and Construction Material Testing

Recommendation of Action

Staff recommends approval.

Staff recommends approval of the Soil and Material Consultants material testing contract for all Village funded Capital Improvement construction for 2020 through 2022.

ATTACHMENTS:

- SMC Memo (DOCX)
- SMC Ordinance (DOCX)
- SMC Three Year Contract (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Tuesday, February 18, 2020

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: February 13, 2020
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: Soil and Material Consultant Agreement

Recommendation

Based on upon the proposed scope of work for the Infrastructure Modernization Program scheduled for 2020-2022, soil and material testing is needed. Water main installation work represents \$36,451.00 of the contract and street facilities testing represents \$95,355.00 with a not to exceed contract value of \$131,806.00.

Staff recommends approval of the contract with Soil and Material Consultants, Inc.

Background Information

Soil and Material Consultants, Inc. (SMC) has submitted a Professional Services Contract for soil and construction material testing to be performed in 2020, 2021 and 2022. Staff plans to bid the construction projects detailed within SMC's proposal, based upon board approval, during the 2020, 2021 and 2022 construction seasons. Several of the proposed projects will be financed through MFT funds and necessitate specialized testing to meet State of Illinois requirements. Much of the proposed work is contingent upon the Village Board bonding additional funds for road and water infrastructure improvements. Therefore, if the board chooses not seek additional funds through bonding, the contract is written in such a way that it is contingent on bond approval. If the bond is not approved, work will not be performed by SMC.

The Village is will be minimizing the contract administration charges though utilizing one company for all the proposed projects. In addition, contracting directly with SMC opposed to the construction management consultant will save the Village saves between the 5-10% fees associated with contract management services.

ORDINANCE 2020-_____

AN ORDINANCE AUTHORIZING A MATERIALS TESTING AGREEMENT WITH SOIL AND MATERIALS CONSULTANTS, INC. (SMC)

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

WHEREAS, the Village seeks to enter into a Materials Testing Agreement with Soil and Material Consultants, Inc. for materials testing of construction projects from 2020 to 2022,

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 Materials Testing Agreement with Soil and Material Consultants, Inc. for materials testing of construction projects from 2020 to 2022 at a price not to exceed \$131,806.00.

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 shall not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2020

APPROVED: _____, 2020

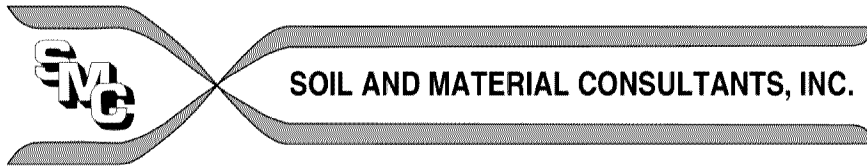
APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: SMC Ordinance (O-2020-22 : 2020-2022 Soil and Construction Material Testing)



Office: 847-870-0544
 Fax: 847-870-0661
 us@soilandmaterialconsultants.com
 www.soilandmaterialconsultants.com

January 23, 2019
 Proposal No. 18,061

Mr. Kyle E. Johnson, P.E., CFM
 Village of Buffalo Grove
 51 Raupp Blvd.
 Buffalo Grove, IL 60089

Re: Construction Material Testing, Pavement Investigation
 & CCDD Soil Assessment
 Years 2020 to 2022 Buffalo Grove Improvements
 Buffalo Grove, Illinois

Dear Mr. Johnson:

Submitted for your consideration is our proposal to provide the requested construction material testing, pavement investigations, and CCDD Soil Assessments on various Village of Buffalo Grove projects scheduled in years 2020 to 2022.

Field / Plant Inspections

We understand the testing requirements of the IDOT QC/QA program are applicable. We propose to be the QA project manager, provide QA plant testing and provide QA jobsite testing.

Pavement Investigation

We propose the layout of 168 cores at the requested locations. At each location, the existing pavement materials will be cored to determine material types and thicknesses. The location will be patched with cold-patch asphalt.

Boring Investigation

We also propose the layout of 46 borings at the requested locations and in areas accessible to our truck mounted drilling equipment. We will take reasonable precautions to minimize surface and subsurface damage due to our operations. We cannot be responsible for the cost of site restoration resulting from accessing and performing the investigation.

We will contact JULIE for location of public utilities. The location of private services or other below grade improvements is the responsibility of the property owner.

The borings will be power auger drilled and soils sampled using a split barrel sampler at intervals of 2.5 feet to depths of 7.5 feet. Soil samples will be returned to our laboratory for testing including determination of moisture content. Cohesive soils obtained by split barrel sampling will be further tested to determine dry unit weight and unconfined compressive strength.

Proposal No. 18,061
Re: 2020 - 2022 Buffalo Grove Improvements
Buffalo Grove, Illinois

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Scope of the CCDD Soil Assessment

The environmental testing will be conducted by True North Consultants, Inc. and will include a Historical and Regulatory Review along with soil sampling and analysis. The field investigation will include having an environmental engineer in the field during Soil and Material Consultants, Inc. geotechnical drilling for testing and sampling of soils. True North will perform PID screening within the proposed soil borings. Laboratory analysis costs reflect a standard turn-around time of 7 to 10 days. The analysis can be expedited for a surcharge. Some facilities may require additional testing beyond which is proposed. Upon receipt of analytical results, True North will issue a LPC #662 or LPC#663 for the soils if they do not exceed the Maximum Allowable Concentrations (MACs) published in 35 IAC Part 1100.

If any of the RCRA metal results exceed the MAC table values, then a SPLP will be run to determine if the value meets uncontaminated requirements (excluding arsenic). If the soil analytical results do not support this, then the soils will require landfill waste analysis for landfill disposal. Waste soil characterization and delineating non-CCDD soils are not included in this proposal.

Engineering Evaluation, Report

The field investigation and laboratory testing will be completed under the direction of a Registered Professional Engineer. Preliminary information will be available upon request. Upon completion of the investigation an engineering evaluation will be completed and a report prepared. The report will present our findings, evaluate the findings and present appropriate recommendations.

Charges

Attached are Schedule of Fees for the requested services. Note that hourly rates are inclusive of mileage and equipment charges. Based on available information we estimate a charge of \$131,806.00 for the anticipated services. Actual billing will be on a unit price basis and you will only be billed for those services actually provided. Final billing may be less than or greater than the estimated charge. Should additional services be requested which are not included within the scope of this proposal, they will be provided at our established unit prices

Your consideration of this proposal is appreciated. The attached General Conditions are understood to be part of this proposal. If acceptable, please execute and return one copy to our office.

Attachment: SMC Three Year Contract (O-2020-22 : 2020-2022 Soil and Construction Material Testing)

Proposal No. 18,061
 Re: 2020 - 2022 Buffalo Grove Improvements
 Buffalo Grove, Illinois

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Should you have any questions concerning the scope of the investigation, please let us know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.



Thomas P. Johnson, P.E.
 President

TPJ:dd

Proposal Accepted By:

Client _____

Street _____

Town _____ State _____ Zip Code _____

Phone () _____ E-Mail Address _____

Signature _____ Position _____

Printed Name _____ Date _____

Attachment: SMC Three Year Contract (O-2020-22 : 2020-2022 Soil and Construction Material Testing)

Saxon / Downing Project (2020)Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge	8 hours	\$ 86.00 /hour \$ 344.00 /day min.	\$688.00
Concrete Technician - includes temperature, slump, air and cylinders	16 hours	\$ 86.00 /hour \$ 344.00 /day min.	\$1,376.00
Cylinder Pick-up	4 hours	\$ 86.00 /hour	\$344.00

Laboratory Testing:

Cylinder Compressive Strength	16 each	\$ 16.00 each	\$256.00
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Aggregate and Soil Field:

Technician	16 hours	\$ 96.00 /hour \$ 384.00 /day min.	\$1,536.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	3 hours	\$ 140.00 /hour	\$420.00
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Estimated Cost:	\$4,620.00
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Green Knolls / Gail - Street Reconstruction (2020)Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge	8 hours	\$86.00 /hour \$344.00 /day min.	\$688.00
Concrete Technician - includes temperature, slump, air and cylinders	16 hours	\$86.00 /hour \$344.00 /day min.	\$1,376.00
Cylinder Pick-up	4 hours	\$86.00 /hour	\$344.00

Laboratory Testing:

Cylinder Compressive Strength	16 each	\$16.00 each	\$256.00
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Aggregate and Soil Field:

Technician	8 hours	\$86.00 /hour \$384.00 /day min.	\$688.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	3 hours	\$140.00 /hour	\$420.00
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Estimated Cost:	\$3,772.00
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Melinda / Hiawatha Project (2020)Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge	8 hours	\$86.00 /hour \$344.00 /day min.	\$688.00
Concrete Technician - includes temperature, slump, air and cylinders	12 hours	\$86.00 /hour \$344.00 /day min.	\$1,032.00
Cylinder Pick-up	3 hours	\$86.00 /hour	\$258.00

Laboratory Testing:

Cylinder Compressive Strength	12 each	\$16.00 each	\$192.00
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Aggregate and Soil Field:

Technician	16 hours	\$96.00 /hour \$384.00 /day min.	\$1,536.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	3 hours	\$140.00 /hour	\$420.00
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Estimated Cost:	\$4,126.00
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Apple Hill / Tenerife Project (2020)Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge	16 hours	\$ 86.00 /hour	\$1,376.00
		\$ 344.00 /day min.	

Concrete Technician	16 hours	\$ 86.00 /hour	\$1,376.00
- includes temperature, slump, air and cylinders		\$ 344.00 /day min.	

Cylinder Pick-up	4 hours	\$ 86.00 /hour	\$344.00
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Laboratory Testing:

Cylinder Compressive Strength	16 each	\$ 16.00 each	\$256.00
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Aggregate and Soil Field:

Technician	8 hours	\$ 96.00 /hour	\$768.00
		\$ 384.00 /day min.	

Engineering:

Senior Engineer (P.E.)	3 hours	\$ 140.00 /hour	\$420.00
- QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review			

Estimated Cost:	\$4,540.00
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Hidden Lake - Pavement Patching (MFT) (2020)Asphalt Plant Testing:

Technician	1 days	\$344.00 /day	\$344.00
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Asphalt Field Testing:

Technician with Nuclear Gauge	8 hours	\$86.00 /hour	\$688.00
		\$344.00 /day min.	

Asphalt Laboratory Testing:

Asphalt Content (ignition)	1 each	\$175.00 each	\$175.00
Bulk Specific Gravity (gyratory)	1 each	\$260.00 each	\$260.00
Maximum Specific Gravity	1 each	\$100.00 each	\$100.00

Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$140.00 /hour	\$280.00
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Concrete Plant Testing:

Technician	1 days	\$ 600.00 /day	\$600.00
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Concrete Field Testing:

Concrete Technician - includes temperature, slump, air and cylinders	16 hours	\$ 86.00 /hour \$ 344.00 /day min.	\$1,376.00
Cylinder Pick-up	4 hours	\$ 86.00 /hour	\$344.00

Laboratory Testing:

Cylinder Compressive Strength	16 each	\$ 16.00 each	\$256.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$ 140.00 /hour	\$280.00
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Estimated Cost:	\$4,703.00
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2020 Pavement Patching Project (MFT)Asphalt Plant Testing:

Technician	1 days	\$344.00 /day	\$344.00
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Asphalt Field Testing:

Technician with Nuclear Gauge	4 hours	\$86.00 /hour	\$344.00
		\$344.00 /day min.	

Asphalt Laboratory Testing:

Asphalt Content (ignition)	1 each	\$175.00 each	\$175.00
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Bulk Specific Gravity (gyratory)	1 each	\$260.00 each	\$260.00
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Maximum Specific Gravity	1 each	\$100.00 each	\$100.00
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Engineering:

Senior Engineer (P.E.)	1 hours	\$140.00 /hour	\$140.00
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- QA Project Manager.
includes project administration,
field/laboratory engineering, mix
design review, consultation and
report review

Estimated Cost:	<u>\$1,363.00</u>
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2020 Storm Sewer Project (MFT)Asphalt Plant Testing:

Technician	1 days	\$344.00 /day	\$344.00
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Asphalt Field Testing:

Technician with Nuclear Gauge	4 hours	\$86.00 /hour	\$344.00
		\$344.00 /day min.	

Asphalt Laboratory Testing:

Asphalt Content (ignition)	1 each	\$175.00 each	\$175.00
Bulk Specific Gravity (gyratory)	1 each	\$260.00 each	\$260.00
Maximum Specific Gravity	1 each	\$100.00 each	\$100.00

Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	1 hours	\$140.00 /hour	\$140.00
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Concrete Plant Testing:

Technician	1 days	\$600.00 /day	\$600.00
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Concrete Field Testing:

Concrete Technician - includes temperature, slump, air and cylinders	8 hours	\$86.00 /hour \$344.00 /day min.	\$688.00
Cylinder Pick-up	2 hours	\$86.00 /hour	\$172.00

Laboratory Testing:

Cylinder Compressive Strength	8 each	\$16.00 each	\$128.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$140.00 /hour	\$280.00
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Estimated Cost:	\$3,231.00
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2020 Sidewalk Improvements Project (MFT)Concrete Plant Testing:

Technician	1 days	\$600.00 /day	\$600.00
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Concrete Field Testing:

Concrete Technician - includes temperature, slump, air and cylinders	8 hours	\$86.00 /hour \$344.00 /day min.	\$688.00
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Cylinder Pick-up	2 hours	\$86.00 /hour	\$172.00
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Laboratory Testing:

Cylinder Compressive Strength	8 each	\$16.00 each	\$128.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$140.00 /hour	\$280.00
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Estimated Cost:	\$1,868.00
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Total Field / Plant Inspection 2020:	\$28,223.00
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Northwood at Buffalo Grove - Street Reconstruction (2021)Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge	12 hours	\$86.00 /hour \$344.00 /day min.	\$1,032.00
Concrete Technician - includes temperature, slump, air and cylinders	16 hours	\$86.00 /hour \$344.00 /day min.	\$1,376.00
Cylinder Pick-up	4 hours	\$86.00 /hour	\$344.00

Laboratory Testing:

Cylinder Compressive Strength	16 each	\$16.00 each	\$256.00
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Aggregate and Soil Field:

Technician	16 hours	\$96.00 /hour \$384.00 /day min.	\$1,536.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	3 hours	\$140.00 /hour	\$420.00
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Estimated Cost:	\$4,964.00
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Cambridge Project (Joint Venture 2021)Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge	8 hours	\$86.00 /hour \$344.00 /day min.	\$688.00
Concrete Technician - includes temperature, slump, air and cylinders	12 hours	\$86.00 /hour \$344.00 /day min.	\$1,032.00
Cylinder Pick-up	3 hours	\$86.00 /hour	\$258.00

Laboratory Testing:

Cylinder Compressive Strength	12 each	\$16.00 each	\$192.00
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Aggregate and Soil Field:

Technician	8 hours	\$96.00 /hour \$384.00 /day min.	\$768.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	3 hours	\$140.00 /hour	\$420.00
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Estimated Cost:	\$3,358.00
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Rolling Hills Project (2021)Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge	16 hours	\$86.00 /hour \$344.00 /day min.	\$1,376.00
Concrete Technician - includes temperature, slump, air and cylinders	16 hours	\$86.00 /hour \$344.00 /day min.	\$1,376.00
Cylinder Pick-up	4 hours	\$86.00 /hour	\$344.00

Laboratory Testing:

Cylinder Compressive Strength	16 each	\$16.00 each	\$256.00
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Aggregate and Soil Field:

Technician	8 hours	\$96.00 /hour \$384.00 /day min.	\$768.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	3 hours	\$140.00 /hour	\$420.00
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Estimated Cost:	\$4,540.00
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Vintage at Buffalo Grove Project (2021)Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge	8 hours	\$86.00 /hour \$344.00 /day min.	\$688.00
Concrete Technician - includes temperature, slump, air and cylinders	8 hours	\$86.00 /hour \$344.00 /day min.	\$688.00
Cylinder Pick-up	2 hours	\$86.00 /hour	\$172.00

Laboratory Testing:

Cylinder Compressive Strength	8 each	\$16.00 each	\$128.00
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Aggregate and Soil Field:

Technician	8 hours	\$96.00 /hour \$384.00 /day min.	\$768.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$140.00 /hour	\$280.00
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Estimated Cost:	\$2,724.00
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2021 Pavement Patching Project (MFT)Asphalt Plant Testing:

Technician	1 days	\$344.00 /day	\$344.00
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Asphalt Field Testing:

Technician with Nuclear Gauge	4 hours	\$86.00 /hour	\$344.00
		\$344.00 /day min.	

Asphalt Laboratory Testing:

Asphalt Content (ignition)	1 each	\$175.00 each	\$175.00
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Bulk Specific Gravity (gyratory)	1 each	\$260.00 each	\$260.00
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Maximum Specific Gravity	1 each	\$100.00 each	\$100.00
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Engineering:

Senior Engineer (P.E.)	1 hours	\$140.00 /hour	\$140.00
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- QA Project Manager.
includes project administration,
field/laboratory engineering, mix
design review, consultation and
report review

Estimated Cost:	<u>\$1,363.00</u>
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2021 Storm Sewer Project (MFT)Asphalt Plant Testing:

Technician	1 days	\$344.00 /day	\$344.00
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Asphalt Field Testing:

Technician with Nuclear Gauge	4 hours	\$86.00 /hour	\$344.00
		\$344.00 /day min.	

Asphalt Laboratory Testing:

Asphalt Content (ignition)	1 each	\$175.00 each	\$175.00
Bulk Specific Gravity (gyratory)	1 each	\$260.00 each	\$260.00
Maximum Specific Gravity	1 each	\$100.00 each	\$100.00

Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	1 hours	\$140.00 /hour	\$140.00
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Concrete Plant Testing:

Technician	1 days	\$600.00 /day	\$600.00
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Concrete Field Testing:

Concrete Technician - includes temperature, slump, air and cylinders	8 hours	\$86.00 /hour \$344.00 /day min.	\$688.00
Cylinder Pick-up	2 hours	\$86.00 /hour	\$172.00

Laboratory Testing:

Cylinder Compressive Strength	8 each	\$16.00 each	\$128.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$140.00 /hour	\$280.00
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Estimated Cost:	\$3,231.00
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2021 Sidewalk Improvements Project (MFT)Concrete Plant Testing:

Technician	1 days	\$600.00 /day	\$600.00
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Concrete Field Testing:

Concrete Technician - includes temperature, slump, air and cylinders	8 hours	\$86.00 /hour \$344.00 /day min.	\$688.00
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Cylinder Pick-up	2 hours	\$86.00 /hour	\$172.00
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Laboratory Testing:

Cylinder Compressive Strength	8 each	\$16.00 each	\$128.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$140.00 /hour	\$280.00
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Estimated Cost:	\$1,868.00
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Total Field / Plant Inspection 2020:	\$22,048.00
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Forest / Glendale Project (2022)Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge	16 hours	\$86.00 /hour \$344.00 /day min.	\$1,376.00
Concrete Technician - includes temperature, slump, air and cylinders	16 hours	\$86.00 /hour \$344.00 /day min.	\$1,376.00
Cylinder Pick-up	4 hours	\$86.00 /hour	\$344.00

Laboratory Testing:

Cylinder Compressive Strength	16 each	\$16.00 each	\$256.00
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Aggregate and Soil Field:

Technician	32 hours	\$96.00 /hour \$384.00 /day min.	\$3,072.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	4 hours	\$140.00 /hour	\$560.00
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Estimated Cost:	\$6,984.00
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Golfview Project (2022)Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge	8 hours	\$86.00 /hour \$344.00 /day min.	\$688.00
Concrete Technician - includes temperature, slump, air and cylinders	8 hours	\$86.00 /hour \$344.00 /day min.	\$688.00
Cylinder Pick-up	2 hours	\$86.00 /hour	\$172.00

Laboratory Testing:

Cylinder Compressive Strength	8 each	\$16.00 each	\$128.00
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Aggregate and Soil Field:

Technician	16 hours	\$96.00 /hour \$384.00 /day min.	\$1,536.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	3 hours	\$140.00 /hour	\$420.00
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Estimated Cost:	\$3,632.00
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Candlewood Creek Project (2022)Asphalt / Concrete Field:

Asphalt Technician with Nuclear Gauge	8 hours	\$86.00 /hour \$344.00 /day min.	\$688.00
Concrete Technician - includes temperature, slump, air and cylinders	8 hours	\$86.00 /hour \$344.00 /day min.	\$688.00
Cylinder Pick-up	2 hours	\$86.00 /hour	\$172.00

Laboratory Testing:

Cylinder Compressive Strength	8 each	\$16.00 each	\$128.00
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Aggregate and Soil Field:

Technician	16 hours	\$96.00 /hour \$384.00 /day min.	\$1,536.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	3 hours	\$140.00 /hour	\$420.00
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Estimated Cost:	\$3,632.00
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2022 Pavement Patching Project (MFT)Asphalt Plant Testing:

Technician	1 days	\$344.00 /day	\$344.00
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Asphalt Field Testing:

Technician with Nuclear Gauge	4 hours	\$86.00 /hour	\$344.00
		\$344.00 /day min.	

Asphalt Laboratory Testing:

Asphalt Content (ignition)	1 each	\$175.00 each	\$175.00
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Bulk Specific Gravity (gyratory)	1 each	\$260.00 each	\$260.00
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Maximum Specific Gravity	1 each	\$100.00 each	\$100.00
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Engineering:

Senior Engineer (P.E.)	1 hours	\$140.00 /hour	\$140.00
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- QA Project Manager.
includes project administration,
field/laboratory engineering, mix
design review, consultation and
report review

Estimated Cost:	\$1,363.00
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2022 Storm Sewer Project (MFT)Asphalt Plant Testing:

Technician	1 days	\$344.00 /day	\$344.00
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Asphalt Field Testing:

Technician with Nuclear Gauge	4 hours	\$86.00 /hour	\$344.00
		\$344.00 /day min.	

Asphalt Laboratory Testing:

Asphalt Content (ignition)	1 each	\$175.00 each	\$175.00
Bulk Specific Gravity (gyratory)	1 each	\$260.00 each	\$260.00
Maximum Specific Gravity	1 each	\$100.00 each	\$100.00

Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	1 hours	\$140.00 /hour	\$140.00
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Concrete Plant Testing:

Technician	1 days	\$600.00 /day	\$600.00
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Concrete Field Testing:

Concrete Technician - includes temperature, slump, air and cylinders	8 hours	\$86.00 /hour \$344.00 /day min.	\$688.00
Cylinder Pick-up	2 hours	\$86.00 /hour	\$172.00

Laboratory Testing:

Cylinder Compressive Strength	8 each	\$16.00 each	\$128.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$140.00 /hour	\$280.00
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Estimated Cost:	\$3,231.00
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2022 Sidewalk Improvements Project (MFT)Concrete Plant Testing:

Technician	1 days	\$600.00 /day	\$600.00
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Concrete Field Testing:

Concrete Technician - includes temperature, slump, air and cylinders	8 hours	\$86.00 /hour \$344.00 /day min.	\$688.00
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Cylinder Pick-up	2 hours	\$86.00 /hour	\$172.00
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Laboratory Testing:

Cylinder Compressive Strength	8 each	\$16.00 each	\$128.00
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Engineering:

Senior Engineer (P.E.) - QA Project Manager. includes project administration, field/laboratory engineering, mix design review, consultation and report review	2 hours	\$140.00 /hour	\$280.00
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Estimated Cost:	<u>\$1,868.00</u>
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Total Field / Plant Inspection 2020:	\$20,710.00
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PAVEMENT INVESTIGATIONS

2020 Buffalo Grove Improvement Schedule of Fees -Pavement Investigation**Field:**

Boring Layout	1 hr.	\$96.00 /hr.	\$96.00
Utility Location	1 hr.	\$96.00 /hr.	\$96.00
Mobilization	1	Lump Sum	\$900.00
Drilling (8 at 7.5')	60 ft.	\$14.00 /ft.	\$840.00
Split Barrel Sampling	24 ea.	\$10.00 ea.	\$240.00
Pavement Coring	42 ea.	\$110.00 ea.	\$4,620.00

Laboratory:

Moisture Content			
Unit Weight	1	Lump Sum	\$380.00
Unconfined Compressive Strength			

Report:

Senior Engineer (P.E.)	9 hr.	\$ 140.00 /hr.	\$1,260.00
			\$8,432.00

2021 Buffalo Grove Improvement Schedule of Fees - Pavement Investigation**Field:**

Boring Layout	3 hr.	\$96.00 /hr.	\$288.00
Utility Location	1 hr.	\$96.00 /hr.	\$96.00
Mobilization	1	Lump Sum	\$1,800.00
Drilling (19 at 7.5')	142.5 ft.	\$14.00 /ft.	\$1,995.00
Split Barrel Sampling	57 ea.	\$10.00 ea.	\$570.00
Pavement Coring	75 ea.	\$110.00 ea.	\$8,250.00

Laboratory:

Moisture Content			
Unit Weight	1	Lump Sum	\$870.00
Unconfined Compressive Strength			

Report:

Senior Engineer (P.E.)	18 hr.	\$140.00 /hr.	\$2,520.00
			\$16,389.00

PAVEMENT INVESTIGATIONS

2022 Buffalo Grove Improvement Schedule of Fees - Pavement InvestigationField:

Boring Layout	3 hr.	\$96.00 /hr.	\$288.00
Utility Location	1 hr.	\$96.00 /hr.	\$96.00
Mobilization	1	Lump Sum	\$1,200.00
Drilling (19 at 7.5')	142.5 ft.	\$14.00 /ft.	\$1,995.00
Split Barrel Sampling	57 ea.	\$10.00 ea.	\$570.00
Pavement Coring	51 ea.	\$110.00 ea.	\$5,610.00

Laboratory:

Moisture Content			
Unit Weight	1	Lump Sum	\$870.00
Unconfined Compressive Strength			

Report:

Senior Engineer (P.E.)	15 hr.	\$140.00 /hr.	\$2,100.00
			\$12,729.00

2020 Buffalo Grove Improvement Schedule of Fees - CCDD Soil Assessment***Field:***

PIP Evaluation	4 ea.	\$	375.00 ea.	\$1,500.00
Soil Sampling (est.)	16 hr.	\$	110.00 /hr.	\$1,760.00
Soil Sampling Equipment	2 day	\$	300.00 /day	\$600.00

Apple Hill / Tenerlife Resurfacing (2020)**CCDD Discrete Soil Analytical:**

Discrete pH	6 ea.	\$	20.00 ea.	\$120.00
Discrete PNAs	3 ea.	\$	150.00 ea.	\$450.00
Discrete RCRA Metals	3 ea.	\$	105.00 ea.	\$315.00

Green Knolls / Gall Reconstruction (2020)**CCDD Discrete Soil Analytical:**

Discrete pH	4 ea.	\$	20.00 ea.	\$80.00
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Hidden Lake Rehabilitation (2020)**CCDD Discrete Soil Analytical:**

Discrete pH	3 ea.	\$	20.00 ea.	\$60.00
Discrete PNAs	1 ea.	\$	150.00 ea.	\$150.00
Discrete RCRA Metals	1 ea.	\$	105.00 ea.	\$105.00

Melinda / Hiawatha Project (2020)**CCDD Discrete Soil Analytical:**

Discrete pH	6 ea.	\$	20.00 ea.	\$120.00
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Certifications and Field:

LPC #663 Cert. and Sampling Doc.	2 ea.	\$	650.00 ea.	\$1,300.00
LPC #663 Cert. and Sampling Doc.	2 ea.	\$	450.00 ea.	\$900.00

2020 Environmental Total: \$7,460.00

**SLP testing of the RCRA Metals over the Mac Table limits can be run at an additional cost of \$110 each

2021 Buffalo Grove Improvement Schedule of Fees - CCDD Soil Assessment***Field:***

PIP Evaluation	4 ea.	\$ 375.00 ea.	\$1,500.00
Soil Sampling (est.)	16 hr.	\$ 110.00 /hr.	\$1,760.00
Soil Sampling Equipment	2 day	\$ 300.00 /day	\$600.00

Rolling Hills Resurfacing (2021)**CCDD Discrete Soil Analytical:**

Discrete pH	8 ea.	\$ 20.00 ea.	\$160.00
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Vintage at Buffalo Grove Resurfacing**CCDD Discrete Soil Analytical:**

Discrete pH	4 ea.	\$ 20.00 ea.	\$80.00
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Candlewood Creek Reconstruction**CCDD Discrete Soil Analytical:**

Discrete pH	4 ea.	\$ 20.00 ea.	\$80.00
Discrete PNAs	2 ea.	\$ 150.00 ea.	\$300.00
Discrete RCRA Metals	2 ea.	\$ 105.00 ea.	\$210.00
Discrete VOCs	2 ea.	\$ 185.00 ea.	\$370.00

Melinda / Hiawatha Project (2020)**CCDD Discrete Soil Analytical:**

Discrete pH	5 ea.	\$ 20.00 ea.	\$100.00
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Certifications and Field:

LPC #663 Cert. and Sampling Doc.	1 ea.	\$ 650.00 ea.	\$650.00
LPC #663 Cert. and Sampling Doc.	3 ea.	\$ 450.00 ea.	\$1,350.00

2021 Environmental Total: \$7,160.00

**SPLP testing of the RCRA Metals over the Mac Table limits can be run at an additional cost of \$110 each

2022 Buffalo Grove Improvement Schedule of Fees - CCDD Soil Assessment***Field:***

PIP Evaluation	3 ea.	\$	375.00 ea.	\$1,125.00
Soil Sampling (est.)	16 hr.	\$	110.00 /hr.	\$1,760.00
Soil Sampling Equipment	2 day	\$	300.00 /day	\$600.00

Northwood at Buffalo Grove (2022)**CCDD Discrete Soil Analytical:**

Discrete pH	8 ea.	\$	20.00 ea.	\$160.00
Discrete PNAs	1 ea.	\$	150.00 ea.	\$150.00
Discrete RCRA Metals	3 ea.	\$	105.00 ea.	\$315.00
Discrete VOCs	2 ea.	\$	185.00 ea.	\$370.00
Discrete sVOC's	2 ea.	\$	255.00 ea.	\$510.00
Discrete BETX	1 ea.	\$	75.00 ea.	\$75.00

Forest / Glendale (2022)**CCDD Discrete Soil Analytical:**

Discrete pH	6 ea.	\$	20.00 ea.	\$120.00
Discrete PNAs	1 ea.	\$	150.00 ea.	\$150.00
Discrete RCRA Metals	1 ea.	\$	105.00 ea.	\$105.00
Discrete BETX	1 ea.	\$	75.00 ea.	\$75.00

Forest / Glendale (2022)**CCDD Discrete Soil Analytical:**

Discrete pH	6 ea.	\$	20.00 ea.	\$120.00
Discrete VOCs	2 ea.	\$	150.00 ea.	\$300.00
Discrete RCRA Metals	4 ea.	\$	105.00 ea.	\$420.00
Discrete PNAs	4 ea.	\$	75.00 ea.	\$300.00

Certifications and Field:

LPC #663 Cert. and Sampling Doc.	1 ea.	\$	650.00 ea.	\$650.00
LPC #663 Cert. and Sampling Doc.	3 ea.	\$	450.00 ea.	\$1,350.00

2022 Environmental Total: \$8,655.00

**SPLP testing of the RCRA Metals over the Mac Table limits can be run at an additional cost of \$110 each

Summary of Charges

2020	Material Testing	Pavement Investigation	CCDD Soil Assessment
<i>Saxon / Downing Project (2020)</i>	\$4,620.00		
<i>Green Knolls / Gail - Street Reconstruction (2020)</i>	\$3,772.00		
<i>Melinda / Hiawatha Project (2020)</i>	\$4,126.00		
<i>Apple Hill / Tenerife Project (2020)</i>	\$4,540.00	\$8,432.00	\$7,460.00
<i>Hidden Lake - Pavement Patching (MFT) (2020)</i>	\$4,703.00		
<i>2020 Pavement Patching Project (MFT)</i>	\$1,363.00		
<i>2020 Storm Sewer Project (MFT)</i>	\$3,231.00		
<i>2020 Sidewalk Improvements Project (MFT)</i>	\$1,868.00		
Total:	\$28,223.00		
2021			
<i>Northwood at Buffalo Grove - Street Reconstruction (2021)</i>	\$4,964.00		
<i>Cambridge Project (Joint Venture 2021)</i>	\$3,358.00		
<i>Rolling Hills Project (2021)</i>	\$4,540.00		
<i>Vintage at Buffalo Grove Project (2021)</i>	\$2,724.00	\$16,389.00	\$7,160.00
<i>2021 Pavement Patching Project (MFT)</i>	\$1,363.00		
<i>2021 Storm Sewer Project (MFT)</i>	\$3,231.00		
<i>2021 Sidewalk Improvements Project (MFT)</i>	\$1,868.00		
Total:	\$22,048.00		
2022			
<i>Forest / Glendale Project (2022)</i>	\$6,984.00		
<i>Golfview Project (2022)</i>	\$3,632.00		
<i>Candlewood Creek Project (2022)</i>	\$3,632.00	\$12,729.00	\$8,655.00
<i>2022 Pavement Patching Project (MFT)</i>	\$1,363.00		
<i>2022 Storm Sewer Project (MFT)</i>	\$3,231.00		
<i>2022 Sidewalk Improvements Project (MFT)</i>	\$1,868.00		
Total:	\$20,710.00		
Total for All Projects:	\$70,981.00	\$37,550.00	\$23,275.00
Grand Total :	\$131,806.00		

Proposal No. 18,061
 Re: 2020 - 2022 Buffalo Grove Improvements
 Buffalo Grove, Illinois

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TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to \$100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.

TESTING SERVICES

Client shall furnish SMC with at least one working day's notice on any part-time (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.

Attachment: SMC Three Year Contract (O-2020-22 : 2020-2022 Soil and Construction Material Testing)



Action Item : Authorization to Waive Bids and Purchase LUCAS CPR Devices

Recommendation of Action

Staff recommends waiver of bids and purchase of medical equipment.

Staff requests authorization to waive bids and purchase two (2) LUCAS CPR devices. With only one (1) LUCAS device available, the requested devices will allow all front line BGFD ambulances to carry one of these proven lifesaving devices. A waiver of bids is requested as Stryker is the sole supplier of these devices. The federal pricing list is included as a part of this item which shows that the Village was able to negotiate a better price than the federal contract for the same devices.

ATTACHMENTS:

- Waive of Bid Memo - LUCAS Purchase (DOCX)
- GSA Lucas Pricing (PDF)
- BG2LUCAS (PDF)

Trustee Liaison
Smith

Staff Contact
Mike Baker, Fire

Tuesday, February 18, 2020

VILLAGE OF BUFFALO GROVE



DATE: February 13, 2020

TO: Dane Bragg, Village Manager

FROM: Mike Baker, Fire Chief

RE: Authorization to Waive Bids and Purchase LUCAS CPR Devices

Background Information

Staff requests authorization to waive bids and purchase two LUCAS external CPR devices. The fire department purchased one LUCAS device in 2018 which is kept on the Battalion Chief vehicle and responds to a report of a person who is in cardiac arrest. Once the LUCAS device is applied to the patient, it stays with the patient until they arrive at the emergency department. Having only one LUCAS device available, leaves the Village without this proven lifesaving device until the transporting ambulance returns to Village limits. During 2019, the Buffalo Grove Fire Department responded to 33 documented cardiac arrests in the Village.

The proposed equipment purchase quotation is from Stryker, a division of Physio-Control, Inc. and is the sole supplier of the LUCAS device. This funding for this request was approved as part of the Capital Improvement Program for the 2020 Village budget as is assigned as Project #5012.

Recommendation

It is recommended that the Village Board waive bids and authorize staff to purchase two of the above mentioned LUCAS devices from Stryker at a total cost not to exceed the amount of \$28,574.05.

**stryker**

DEPARTMENT OF VETERANS AFFAIRS
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is GSAAvantage.gov

Medical Equipment and Supplies
FSC Group 65, Part II, Section A
FSC Class 6515

Supplement No. 4-2019

Contract Number: **V797D-30038**
Contract Period: December 6, 2012 to July 30, 2020

*(For more information on ordering from Federal Supply Schedules, enter the following address into your web browser:
<http://gsa.gov/portal/category/100623>)*

Physio-Control, Inc., a subsidiary of Stryker Corporation
11811 Willows Road NE, Redmond, WA 98052
Government Customer Service:
Toll Free 844 795 4688 Direct 269 389 5800
Fax 844 427 4688
govsales@stryker.com
www.physio-control.com or www.strykeremergencycare.com

Business Size: **Large**

"Prices Shown Herein are Net (discount deducted)"


Customer Information:
1a. List of awarded special item number(s):

SIN: A-59.....Page 10

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply:

SIN	Product Number	Product Description	FSS Price with IFF
A-59	11240-000016	LIFEPAK Strip Chart Paper, Medium Weight, 100mm, Sold by the Box (2 rolls/Box)	\$11.01

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item: *Not Applicable*

2. Maximum Order: *\$100,000 (SIN A-59)*

3. Minimum Order: *\$100*

4. Geographic Coverage: *All 50 states, Washington D.C. and Puerto Rico.*

5. Point(s) of Production:

Redmond, King County, Washington, USA.

Belfast, Ulster Province, Northern Ireland, United Kingdom

Lund, Skane County, Sweden

6. Discount from List Prices: *The prices shown herein are net (discount deducted).*

7. Quantity Discounts: *None.*

8a. Prompt Payment Terms: *None.*

8b. Standard Payment Terms: *Net 30.*

8c. Annual Rebate: *Not Applicable.*

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold: *Yes.*



9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: Yes.

10. Foreign items (list items by country of origin): (See Page 7)

11a. Time of Delivery: *Within 45 days ARO.*

11b. Expedited Delivery: *Within 72 hours ARO, subject to stock on hand. Expedited delivery does not apply to capital equipment. Government pays differential between standard freight charges and express charges.*

11c. Overnight and 2-day delivery: *Within 72 hours ARO, subject to stock on hand. Expedited delivery does not apply to capital equipment. Government pays differential between standard freight charges and express charges.*

11d. Urgent requirements: *Within 72 hours ARO, subject to stock on hand. Expedited delivery does not apply to capital equipment. Government pays differential between standard freight charges and express charges.*

12. FOB Point (via surface transportation): *Destination to all 48 Contiguous States and District of Columbia; Point of Exportation to Alaska, Hawaii and Puerto Rico.*

13a. Ordering Address:
*Stryker Corporation Government Customer Service
 1901 Romence Road Parkway
 Portage, MI 49002
 PH: 269-389-5800 FAX: 844-427-4688*

13b. Ordering Procedures: *For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3*

14. Payment Address:
*Physio-Control, Inc.
 12100 Collections Center Drive
 Chicago, IL 60693-0121
 Toll Free: (800) 442-1142 or Direct: (425) 867-4000.*

15a. Warranty Provisions

Subject to the limitations and exclusions set forth below, the following Physio-Control products which are purchased from authorized Physio-Control representatives or authorized dealers and are used in accordance with their instructions, will be fit for the purposes for which they are intended as defined in the parties' contract and will be free from defects in material and workmanship appearing under normal service and use as defined below as follows:

Eight Years:



- New LIFEPAK® CR® Plus automated external defibrillator and internal battery system.

Five Years:

- New LIFEPAK 15 monitor/defibrillator series, used in clinic and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 12 defibrillator/monitor series, used in clinic and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 20 defibrillator/monitor family of products, used in clinics and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 1000 defibrillators
- New LIFEPAK 500 and LIFEPAK 500 DPS automated external defibrillators
- New LIFEPAK EXPRESS® automated external defibrillator and internal battery system.

Two Years:

- New Trainer 1000 trainer

One Year:

- New LIFEPAK 15 monitor/defibrillator series, which include use in out-of-hospital and mobile applications
- New LIFEPAK 12 defibrillator/monitor series, which include use in out-of-hospital and mobile applications
- Factory refurbished LIFEPAK 12 defibrillator/monitor series
- New LUCAS® Chest Compression System
- New LIFEPAK 500T trainer
- New LIFEPAK CR-T trainer
- Internal Battery System for LIFEPAK 20 defibrillator/monitor family of products
- Battery charging systems and power adapters
- All batteries and battery paks, excluding CHARGE-PAK™ Charging Unit
- Masimo® SET® Rainbow® patient cables and reusable sensors.

90 Days:

- CHARGE-PAK Charging Unit (external system) for LIFEPAK CR® Plus defibrillator
- Installed customer repair parts
- All other product accessories

30 Days:

- Internal paddles and internal paddle handles

Limited warranty time limits begin on the date of delivery to the Government.



Physio-Control, Inc., (hereafter referred to as Physio) warrants neither error-free nor interruption-free performance. The sole and exclusive remedy under this Limited Warranty is repair or replacement of defective material or workmanship at the option of Physio. To qualify for the repair or replacement, the product must not have been repaired or altered outside of an authorized Physio factory in any way which, in the judgment of Physio, affects its stability and reliability. The product must have been used in accordance with applicable operating instructions and in the intended environment or setting.

This warranty does not apply to product that has been subjected to misuse, abuse or accident. Physio, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Physio at the Government's facility or an authorized Physio facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Physio, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure.

THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO THE GOVERNMENT. PHYSIO IS NOT LIABLE TO THE GOVERNMENT FOR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) IN A BREACH OF WARRANTY ACTION.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state or country to country.

15b. Returned Goods Policy

If the US Government desires to return a purchased product, the US Government must call its local Physio-Control representative or the Physio-Control regional sales office for information on credit or replacement of any purchased and non-expired product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. The US Government must return the product to Physio-Control in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Physio-Control, which product may be returned in its existing condition. Physio-Control will not accept the return of a non-defective and conforming product if the US Government breaks the security seal on the product.

Physio-Control will provide an RMA and accept the return of any product under any of the following circumstances:

- a) Physio-Control shipped the product in error.*
- b) The US Government received the product after the product's expiration date.*
- c) The US Government received the product in damaged condition.*
- d) The product is recalled and must be removed from the market, or*
- e) Physio-Control specifically authorized the return of the product (a 15% restocking fee may apply.)*



Product must be returned within 30 working days from the date the US Government receives the product or within 30 working days from the date the US Government receives notice of recall, if applicable. Upon receipt of a properly returned product, Physio-Control will apply a full credit to the US Government's account or provide replacement. The US Government is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to the US Government at the US Government's expense.

16. Export Packing Charges: *Not Applicable*

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): *None known.*

18. Terms and Conditions of Rental, Maintenance, and Repair: *Not Applicable*

19. Terms and Conditions of Installation: *Not Applicable*

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): *Not Applicable*

20a. Terms and conditions for any other services (if applicable): *Training. Upon request, Physio-Control provides in-service training by a representative of the company at no charge with the purchase of LIFEPAK defibrillators. The in-services training covers the basic care and use of the equipment. Capital Equipment items also include Operating instructions and a training DVD and/or pamphlet to assist in the proper use of the equipment.*

21. List of Service and Distribution Points: *Contact: Government Customer Service: Toll Free 844 795 4688 Direct 269 389 5800 Fax 844 427 4688 govsales@stryker.com*

22. List of Participating Dealers: *Not Applicable*

23. Preventive Maintenance: *Service Manuals and Operating Instructions including performance inspection procedures are provided. Maintenance contracts available through our service department. (800) 442-1142 or (425) 867-4000 and negotiated separately.*

24a. Environmental Attributes: *All new content; battery recycle available*

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g., contractor's website or other location). The EIT standards can be found at www.Section508.gov/ : *Not Applicable*

25. Data Universal Number System (DUNS) number: *009251992*

26. Notification regarding registration in System for Award Management (SAM) database: *Yes, registered*



Foreign Items Listed by FAR 52.225-5 Trade Agreements Country of Origin

Catalog Number	Product Long Description	TAA COO
11577-000004	Charger for use with the LIFEPAK 15 lithium-ion rechargeable battery. Includes AC power cord, mounting bracket, and operating instructions. (LIFEPAK 15 batteries not included.) 110/120 VAC. Adapter may be required for non-US electrical services.	Canada
11577-000011	LIFEPAK 15 Mobile Battery Charger. DC and AC operation for mobile transport applications. For use with the LIFEPAK 15 lithium-ion rechargeable battery. Includes AC and DC power cords, mounting bracket, and operating instructions. (LIFEPAK 15 batteries not included.)	Canada
11140-000085	Rechargeable Battery Charger Kit (includes charger, power converter and power cord)	Canada
11576-000048	LUCAS 2/3 Chest Compression System Car Power Supply Cable	Denmark
11111-000018	ECG Cables & Electrodes: 12-Lead ECG Trunk Cable with 4-wire Limb Leads (5 ft)	Germany
11111-000020	ECG Cables & Electrodes: 12-Lead ECG Trunk Cable with 4-wire Limb Leads (8 ft)	Germany
11111-000022	ECG Cables & Electrodes: 12-Lead ECG Cable with 6-wire Precordial Attachment	Germany
11113-000004	QUIK-COMBO Therapy Cable - Approx 8' with convenient TRUE-LOCK Cable Connector. For use with LIFEPAK 15 monitor/defibrillator	Germany
11130-000061	LIFEPAK 15 Standard Hard Paddles - One Pair	Germany
21300-008054	LIFEPAK 15 ECG Cables & Electrodes: 4-wire Cable Comb (10/pack)	Germany
21300-008055	LIFEPAK 15 ECG Cables & Electrodes: 6-wire Cable Comb (10/pack)	Germany
11140-000080	Mobile Battery Chargers: Extension Cable for AC/AC Power Adapter	Germany
11996-000374	LIFEPAK® 15 Bed Connector	Germany
99996-000117	LP1000 Trainer	Germany
21330-001176	LIFEPAK 15 lithium-ion battery, 5.7 amp hour capacity. This is a rechargeable battery with a fuel gauge. The LIFEPAK 15 monitor/defibrillator requires 2 batteries for operation.	Japan
11141-000112	LIFEPAK 20/20e Lithium-ion Internal Battery (for use with LIFEPAK 20e defibrillator/monitor)	Japan
11141-000028	LIFEPAK battery - Sealed Lead Acid	Mexico
11141-000106	LIFEPAK 12 7.2 Ah Li-ion Battery (for use with REDI-CHARGER)	Mexico
11171-000007	Masimo LNOP SpO2 Pulse Oximeter sensor - Finger Clip - Reusable - Adult Size	Mexico
11160-000001	Non-Invasive Blood Pressure Cuff - Reusable - Infant Size (8-14cm)	Mexico
11160-000003	Non-Invasive Blood Pressure Cuff - Reusable - Child Size (13-20cm)	Mexico
11160-000005	Non-Invasive Blood Pressure Cuff - Reusable - Regular Adult Size (26-35cm)	Mexico

Attachment: GSA Lucas Pricing (Authorization to Waive Bids and Purchase LUCAS CPR Devices)



11160-000007	Non-Invasive Blood Pressure Cuff - Reusable - Large Adult Size (32-42cm)	Mexico
11160-000009	Non-Invasive Blood Pressure Cuff - Reusable - Extra Large Adult Size (35-44cm)	Mexico
11996-000060	Nellcor Reusable Sensors: DURASENSOR® Reusable Clip	Mexico
11171-000017	Masimo LCNS SpO2 Pulse Oximeter sensor - Finger Clip - Reusable - Adult Size	Mexico
11171-000018	Masimo LCNS SpO2 Pulse Oximeter sensor - Finger Clip - Reusable - Child Size	Mexico
11996-000323	LIFEPAK® 15 Masimo SET RED LNCS Patient Cable - 4 Feet	Mexico
21330-001365	Battery Load Tester/Discharger used to test the defibrillator. During this test, the AED delivers a low energy test shock. Inserts directly into the electrode connector on the defibrillator. For use with the LIFEPAK 500, LIFEPAK 12, or LIFEPAK 15 defibrillator.	Mexico
11996-000338	LIFEPAK® 15 Masimo SET Rainbow DCIP Pediatric Reusable Direct Connect Sensor - 12 Feet	Mexico
11110-000029	ECG Cables & Electrodes: 3-wire ECG Cable	Mexico
11110-000040	Therapy Accessory: QUIK-COMBO Therapy Cable for use with LP12 or LP20e	Mexico
11113-000002	QUIK-COMBO Test plug - Tester for Quik-Combo therapy cable integrity	Mexico
11141-000158	LIFEPAK® 500 Li-SO2 Non-Rechargeable Battery	Mexico
11141-000161	LP1000 Battery - Lithium Ion - Rechargeable - Replacement battery	Mexico
11141-000160	LP1000 Battery - Lithium Ion - Rechargeable - ONLY AVAILABLE WITH PURCHASE OF NEW LP1000 DEVICE	Mexico
11160-000011	Non-Invasive Blood Pressure Cuff - Reusable - Infant Size (8-14cm)	Mexico
11160-000013	Non-Invasive Blood Pressure Cuff - Reusable - Child Size (13-20cm)	Mexico
11160-000015	Non-Invasive Blood Pressure Cuff - Reusable - Regular Adult Size (26-35cm)	Mexico
11160-000017	Non-Invasive Blood Pressure Cuff - Reusable - Large Adult Size (32-42cm)	Mexico
11160-000019	Non-Invasive Blood Pressure Cuff - Reusable - Extra Large Adult Size (35-44cm)	Mexico
11171-000020	Masimo LCNS SpO2 Pulse Oximeter sensor - Adhesive - Disposable - Child Size (Box of 20)	Mexico
11171-000046	Masimo LCNS SpO2 Pulse Oximeter sensor - Finger Clip - Reusable - Adult Size	Mexico
11171-000047	Masimo LCNS SpO2 Pulse Oximeter sensor - Finger Clip - Reusable - Child Size	Mexico
11171-000050	Masimo Set Rainbow SpO2, SpCO, SpMet Sensor - Finger Clip - Reusable - Child Size	Mexico
11110-000066	ECG Cables & Electrodes: 5-wire ECG Cable	Mexico
11111-000016	Electrodes: 3-Wire ECG Cable (Lead II)	Mexico
11141-000100	LIFEPAK 1000 LiMnO2 Non-Rechargeable Battery	Mexico

Attachment: GSA Lucas Pricing (Authorization to Waive Bids and Purchase LUCAS CPR Devices)



11576-000064	PCI Back Plate for the LUCAS 2 Chest Compression System. Carbon fiber designed for use in the cath lab. Radio translucent with minimal shadows and no metal screws	Sweden
99576-000024	LUCAS 2 Chest Compression System. portable, easy-to-use device that delivers automated, guidelines-consistent chest compressions to improve blood flow in victims of cardiac arrest. LUCAS performs at a rate of 100 compressions per minute with a depth of 1.5 to 2 inches. It also allows for complete chest wall recoil after each compression and provides a 50% duty cycle equal compression and relaxation time for the chest wall	Sweden
99576-000043	LUCAS 3.0 Chest Compression System - designed to deliver uninterrupted chest compressions at a consistent rate and depth, whether in the field, during transport, and throughout the hospital. It also frees up the rescuers from chest compressions, allowing them to attend to other critical issues - lightweight, portable, easy-to-use, and will deliver guidelines-consistent chest compressions at a rate of 100 compressions per minute at a depth of at least 2 inches. It will also allow for complete chest wall recoil after each compression. LUCAS ensures rescuer safety during patient transport, as there is no need to have an unsecured person performing CPR in the vehicle	Sweden
11576-000080	Rechargeable Lithium Polymer (LiPo) Battery (Dark Grey) for the LUCAS® 3 Chest Compression System. Good for 45 minutes of operation. Battery can be recharged in less than 4 hours using the stand-alone battery charger (11576-000060), or while in the LUCAS 3 device while connected to an external power supply.	Sweden
11576-000090	Back Plate Grip Tape for the LUCAS® 3 Chest Compression System. Increases the friction of the back plate, which helps to reduce the risk of the device slipping when it is used on hard surfaces. Choose the single package or save more with the 3-pack. For use with the Slim Back Plate, 11576-000088 ONLY.	Sweden
11576-000060	LUCAS 2 Chest Compression System - Stand Alone Battery Charger	Sweden
11576-000039	LUCAS 2 Chest Compression System Rechargeable Lithium Polymer Battery	Sweden

Attachment: GSA Lucas Pricing (Authorization to Waive Bids and Purchase LUCAS CPR Devices)



FSS Contract Products and Pricing

SIN	Catalog Number	Product Long Description	Price
A-59	11260-000015	Carrying Cases/Mounting Options: Watertight Hard Shell Case	\$ 162.06
A-59	11141-000158	LIFEPAK® 500 Li-SO2 Non-Rechargeable Battery	\$ 207.29
A-59	11996-000310	Physio-Control LIFEPAK® 12/15/20/1000 Quik-Combo 3-Lead Patient Simulator by Symbio. Simulates a variety of patient heart rhythms. It allows users to practice and demonstrate monitoring with the 3-wire (Lead II) ECG/EKG cable and defibrillation shocks. It will simulate asystole, bradycardia, normal sinus rhythm, ventricular fibrillation (VF), and ventricular tachycardia (VT) as well as patient motion.	\$ 542.71
A-59	11996-000311	Physio-Control LIFEPAK® 12/15/20 Simulator QUIK-COMBO 12-Lead by Symbio. Simulates patient heart rhythms. Allows users to practice and demonstrate monitoring with the 12-lead or 5-wire ECG cable and defibrillating with the QUIK-COMBO therapy cable. Simulates: asystole, bradycardia, normal sinus rhythm, ventricular fibrillation (VF), ventricular tachycardia, and acute MI. Also simulates patient motion. Includes QUIK-COMBO cable, 9-volt alkaline battery, and operating instructions.	\$ 627.14
A-59	11210-000026	Wall Mount Cabinet for AED, Semi-Recessed, Fire Rated with Alarm, Steel Finish with White Trim & 3" Return	\$ 305.28
A-59	11210-000027	Wall Mount Cabinet for AED, Semi-Recessed, Fire Rated with Alarm, Steel Finish with White Trim & 1.5" Return	\$ 309.55
A-59	11210-000028	AED Floor Stand Cabinet with Alarm (52" Tall x 7" Deep) - White Painted Steel	\$ 722.92
A-59	11210-000029	AED Floor Stand Cabinet with Alarm (52" Tall x 7" Deep) - Grey Painted Steel	\$ 721.39
A-59	11220-000076	Cabinet Surface Mount Cabinet for AED, Audible Alarm, Steel Finish with Steel Trim & 7" Return	\$ 377.47
A-59	11220-000077	Cabinet Surface Mount Cabinet for AED, Semi-Recessed, Audible Alarm, Steel Finish with Steel Trim & 3" Return	\$ 341.30
A-59	11220-000079	AED Wall Cabinet with Alarm (7" Return): White Trim Stainless Steel	\$ 184.16
A-59	11998-000292	AED Wall Cabinet with Alarm (3" Return): White Trim Stainless Steel	\$ 199.78
A-59	11998-000293	AED Wall Cabinet. Recessed with Alarm. Compatible with LIFEPAK 500, LIFEPAK 1000, LIFEPAK CR Plus and LIFEPAK EXPRESS Defibrillators. Steel Finish with White Trim and 1.5" Return	\$ 171.21



A-59	50999-000168	Initial CPR/AED Training: Additional Responder Enrollments (Per person. Includes AED Challenge.)	\$ 75.38
A-59	81700-000004	Bundle: LIFEPAK 15 w/ Alternating Current Power Adapter (Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth)	\$ 28,230.75
A-59	81700-000005	Bundle: LIFEPAK 15 w/ Alternating Current Power Adapter (Trending, Masimo SpO2, EtCO2, Bluetooth)	\$ 17,858.89
A-59	81700-000006	Bundle: LIFEPAK 15 w/ Alternating Current Power Adapter (Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels)	\$ 32,411.66
A-59	81700-000007	Bundle: LIFEPAK 15 w/ Alternating Current Power Adapter (Standard)	\$ 12,391.56
A-59	99576-000043	LUCAS 3.0 Chest Compression System - designed to deliver uninterrupted chest compressions at a consistent rate and depth, whether in the field, during transport, and throughout the hospital. It also frees up the rescuers from chest compressions, allowing them to attend to other critical issues - lightweight, portable, easy-to-use, and will deliver guidelines-consistent chest compressions at a rate of 100 compressions per minute at a depth of at least 2 inches. It will also allow for complete chest wall recoil after each compression. LUCAS ensures rescuer safety during patient transport, as there is no need to have an unsecured person performing CPR in the vehicle	\$ 13,079.01
A-59	11576-000080	Rechargeable Lithium Polymer (LiPo) Battery (Dark Grey) for the LUCAS® 3 Chest Compression System. Good for 45 minutes of operation. Battery can be recharged in less than 4 hours using the stand-alone battery charger (11576-000060), or while in the LUCAS 3 device while connected to an external power supply.	\$ 534.00
A-59	11576-000048	LUCAS 2/3 Chest Compression System Car Power Supply Cable	\$ 97.75
A-59	11576-000090	Back Plate Grip Tape for the LUCAS® 3 Chest Compression System. Increases the friction of the back plate, which helps to reduce the risk of the device slipping when it is used on hard surfaces. Choose the single package, or save more with the 3-pack. For use with the Slim Back Plate, 11576-000088 ONLY.	\$ 47.60
A-59	11576-000060	LUCAS 2 Chest Compression System - Stand Alone Battery Charger	\$ 759.50
A-59	11141-000161	LP1000 Battery - Lithium Ion - Rechargeable - Replacement battery	\$ 300.00
A-59	11141-000160	LP1000 Battery - Lithium Ion - Rechargeable - ONLY AVAILABLE WITH PURCHASE OF NEW LP1000 DEVICE	\$ 49.65

Attachment: GSA Lucas Pricing (Authorization to Waive Bids and Purchase LUCAS CPR Devices)

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A-59	11140-000085	Rechargeable Battery Charger Kit (includes charger, power converter and power cord)	\$ 333.08
A-59	11110-000066	ECG Cables & Electrodes: 5-wire ECG Cable	\$ 156.33
A-59	11130-000037	LIFEPAK 20e Standard Hard Paddles	\$ 467.34
A-59	11141-000112	LIFEPAK 20/20e Lithium-ion Internal Battery (for use with LIFEPAK 20e defibrillator/monitor)	\$ 199.75
A-59	21330-001007	DOOR-AED,W/ LABEL,LP20,ENG/SPA/POR/BRA	\$ 25.87
A-59	70507-000061	LIFEPAK 20e Basic Package	\$ 6,532.66
A-59	70507-000080	LIFEPAK 20e Pacing Package (pacing included)	\$ 7,135.68
A-59	70507-000081	LIFEPAK 20e Pacing and SpO2 Package (4 ft Masimo MNC adapter cable)	\$ 8,931.10
A-59	70507-000091	LIFEPAK 20e Pacing and SpO2 Package (10 ft Masimo LNC patient cable & sample pack)	\$ 8,241.21
A-59	11111-000016	Electrodes: 3-Wire ECG Cable (Lead II)	\$ 160.70
A-59	11141-000100	LIFEPAK 1000 LiMnO2 Non-Rechargeable Battery	\$ 234.83
A-59	99425-000023	LIFEPAK 1000 Defibrillator – Graphical Display	\$ 1,969.85
A-59	99425-000025	LIFEPAK 1000 Defibrillator – ECG Display, 3-wire (Includes 3-wire ECG cable and pouch, and one pack of LIFE-PATCH® ECG electrode (3/pk))	\$ 2,194.97
A-59	99996-000117	LP1000 Trainer	\$ 749.75
A-59	11403-000001	LIFEPAK CR Replacement Kit - Includes CHARGE-PAK Charging Unit, 2 sets of QUIK-PAK electrode pads and discharger	\$ 81.69
A-59	80403-000148	LIFEPAK CR Plus Defibrillator semi-automatic (energy: 200-300-360J)	\$ 1,301.51
A-59	80403-000149	LIFEPAK CR Plus Defibrillator fully automatic (energy: 200-300-360J)	\$ 1,402.01
A-59	11996-000338	LIFEPAK® 15 Masimo SET Rainbow DCIP Pediatric Reusable Direct Connect Sensor - 12 Feet	\$ 716.08
A-59	11110-000029	ECG Cables & Electrodes: 3-wire ECG Cable	\$ 83.01
A-59	11110-000040	Therapy Accessory: QUIK-COMBO Therapy Cable for use with LP12 or LP20e	\$ 231.47
A-59	11113-000002	QUIK-COMBO Test plug - Tester for Quik-Combo therapy cable integrity	\$ 14.81
A-59	11131-000001	LIFEPAK 15 Internal Paddle Handles (with discharge control)	\$ 466.58
A-59	11131-000010	LIFEPAK 15 Internal Paddles & Handles: 1 inch Size (6.25 inch shaft)	\$ 127.39
A-59	50999-000181	A La Carte Item: LIFEPAK 500 AED Automatic Supply Replenishment (1 year. Adult only.)	\$ 99.50
A-59	50999-000243	HEART SAFE WRAP AROUND 1YR AHA TRAINING PER BLD AED SERVICE PACKAGE,BI TRNG-10/SITE-1YR	\$ 1,206.03

Attachment: GSA Lucas Pricing (Authorization to Waive Bids and Purchase LUCAS CPR Devices)



A-59	50999-000245	HEART SAFE WRAP AROUND 1YR NO TRAINING PER BLDG AED SERVICE PACKAGE,NO TRNG/SITE-1YR	\$ 603.02
A-59	50999-000248	Blood Borne Pathogen Training (Per Person, Requires Purchase of AED/Cpr Class)	\$ 25.13
A-59	50999-000252	First Aid Training (Per Person, Requires Purchase of AED/Cpr Class)	\$ 42.21
A-59	11576-000064	PCI Back Plate for the LUCAS 2 Chest Compression System. Carbon fiber designed for use in the cath lab. Radio translucent with minimal shadows and no metal screws	\$ 2,412.06
A-59	11160-000003	Non-Invasive Blood Pressure Cuff - Reusable - Child Size (13-20cm)	\$ 16.58
A-59	11160-000005	Non-Invasive Blood Pressure Cuff - Reusable - Regular Adult Size (26-35cm)	\$ 20.35
A-59	11160-000007	Non-Invasive Blood Pressure Cuff - Reusable - Large Adult Size (32-42cm)	\$ 22.61
A-59	11160-000009	Non-Invasive Blood Pressure Cuff - Reusable - Extra Large Adult Size (35-44cm)	\$ 33.92
A-59	11996-000060	Nellcor Reusable Sensors: DURASENSOR® Reusable Clip	\$ 175.13
A-59	11101-000017	Therapy Delivery: Infant/Child AED Reduced Energy Electrode Starter Kit (18 month minimum shelf life)	\$ 105.53
A-59	11111-000018	ECG Cables & Electrodes: 12-Lead ECG Trunk Cable with 4-wire Limb Leads (5 ft)	\$ 209.05
A-59	11111-000020	ECG Cables & Electrodes: 12-Lead ECG Trunk Cable with 4-wire Limb Leads (8 ft)	\$ 211.66
A-59	11111-000022	ECG Cables & Electrodes: 12-Lead ECG Cable with 6-wire Precordial Attachment	\$ 83.62
A-59	11113-000004	QUIK-COMBO Therapy Cable - Approx 8' with convenient TRUE-LOCK Cable Connector. For use with LIFEPAK 15 monitor/defibrillator	\$ 237.44
A-59	11130-000061	LIFEPAK 15 Standard Hard Paddles - One Pair	\$ 454.27
A-59	11171-000017	Masimo LCNS SpO2 Pulse Oximeter sensor - Finger Clip - Reusable - Adult Size	\$ 217.09
A-59	11171-000018	Masimo LCNS SpO2 Pulse Oximeter sensor - Finger Clip - Reusable - Child Size	\$ 217.09
A-59	99576-000024	LUCAS 2 Chest Compression System. portable, easy-to-use device that delivers automated, guidelines-consistent chest compressions to improve blood flow in victims of cardiac arrest. LUCAS performs at a rate of 100 compressions per minute with a depth of 1.5 to 2 inches. It also allows for complete chest wall recoil after each compression and provides a 50% duty cycle equal compression and relaxation time for the chest wall	\$ 11,654.27

Attachment: GSA Lucas Pricing (Authorization to Waive Bids and Purchase LUCAS CPR Devices)



A-59	81701-000001	Bundle: LIFEPAK 20e w/ Code Management Module (Wireless)	\$ 7,625.63
A-59	81701-000002	Bundle: LIFEPAK 20e (Pacing) w/ Code Management Module (Wireless)	\$ 8,228.64
A-59	81701-000003	Bundle: LIFEPAK 20e (Pacing & Masimo SpO2) w/ Code Management Module (Wireless)	\$ 9,334.17
A-59	81701-000004	Bundle: LIFEPAK 20e (Pacing & Masimo/Legacy Nellcor SpO2) w/ Code Management Module (Wireless)	\$ 10,024.06
A-59	81701-000005	Bundle: LIFEPAK 20e w/ Code Management Module (Wireless & EtCO2)	\$ 9,924.62
A-59	81701-000006	Bundle: LIFEPAK 20e (Pacing) w/ Code Management Module (Wireless & EtCO2)	\$ 10,527.64
A-59	81701-000007	Bundle: LIFEPAK 20e (Pacing and Masimo SpO2) w/ Code Management Module (Wireless & EtCO2)	\$ 11,633.17
A-59	81701-000008	Bundle: LIFEPAK 20e (Pacing & Masimo/Legacy Nellcor SpO2) w/ Code Management Module (Wireless & EtCO2)	\$ 12,323.06
A-59	81700-000001	Bundle: LIFEPAK 15 w/ Alternating Current Power Adapter (Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth)	\$ 32,411.66
A-59	81700-000002	Bundle: LIFEPAK 15 w/ Alternating Current Power Adapter (Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp)	\$ 29,235.78
A-59	81700-000003	Bundle: LIFEPAK 15 w/ Alternating Current Power Adapter (Trending, Masimo SpO2, NIBP, EtCO2)	\$ 19,868.94
A-59	11577-000011	LIFEPAK 15 Mobile Battery Charger. DC and AC operation for mobile transport applications. For use with the LIFEPAK 15 lithium-ion rechargeable battery. Includes AC and DC power cords, mounting bracket, and operating instructions. (LIFEPAK 15 batteries not included.)	\$ 1,346.73
A-59	11996-000323	LIFEPAK® 15 Masimo SET RED LNCS Patient Cable - 4 Feet	\$ 118.19
A-59	11996-000336	LIFEPAK® 15 Masimo SET Rainbow Red DCI-dc3 Adult Reusable Direct Connect Sensor - 12 Feet	\$ 716.08
A-59	11131-000011	LIFEPAK 15 Internal Paddles & Handles: 1.5 inch Size (6 inch shaft)	\$ 127.39
A-59	11131-000012	LIFEPAK 15 Internal Paddles & Handles: 2 inch Size (5.75 inch shaft)	\$ 127.39
A-59	11131-000013	LIFEPAK 15 Internal Paddles & Handles: 2.5 inch Size (5.5 inch shaft)	\$ 127.39
A-59	11131-000014	LIFEPAK 15 Internal Paddles & Handles: 3.5 inch Size (5 inch shaft)	\$ 127.39
A-59	11141-000028	LIFEPAK battery - Sealed Lead Acid	\$ 152.54

Attachment: GSA Lucas Pricing (Authorization to Waive Bids and Purchase LUCAS CPR Devices)



A-59	11141-000106	LIFEPAK 12 7.2 Ah Li-ion Battery (for use with RED-CHARGER)	\$ 258.04
A-59	11171-000007	Masimo LNOP SpO2 Pulse Oximeter sensor - Finger Clip - Reusable - Adult Size	\$ 256.28
A-59	11160-000001	Non-Invasive Blood Pressure Cuff - Reusable - Infant Size (8-14cm)	\$ 14.32
A-59	99577-001935	Non-Bluetooth Configuration: LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead, EtCO2	\$ 26,046.23
A-59	99577-001936	Non-Bluetooth Configuration: LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet NIBP, 12-Lead, EtCO2	\$ 29,423.12
A-59	99577-001938	Non-Bluetooth Configuration: LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temperature	\$ 27,774.87
A-59	99577-001937	Non-Bluetooth Configuration: LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead, EtCO2, 2 Invasive Pressure Channels	\$ 30,950.75
A-59	11220-000084	AED Wall Cabinet with Alarm and Strobe (7" Return): Steel Trim Stainless Steel	\$ 385.05
A-59	11998-000330	AED Wall Sign Flat with Traditional Logo - 8" x 10" Size	\$ 18.45
A-59	11998-000332	AED Signs (Tent): 7 in x 8 in with logo	\$ 21.25
A-59	11998-000333	AED Signs (T-Mount): 8 in x 10 in without logo	\$ 25.50
A-59	11140-000080	Mobile Battery Chargers: Extension Cable for AC/AC Power Adapter	\$ 186.20
A-59	11996-000374	LIFEPAK® 15 Bed Connector	\$ 105.78
A-59	11240-000016	LIFEPAK Strip Chart Paper, Medium Weight, 100mm, Sold by the Box (2 rolls/Box)	\$ 11.01
A-59	11160-000011	Non-Invasive Blood Pressure Cuff - Reusable - Infant Size (8-14cm)	\$ 14.32
A-59	11160-000013	Non-Invasive Blood Pressure Cuff - Reusable - Child Size (13-20cm)	\$ 16.58
A-59	11160-000015	Non-Invasive Blood Pressure Cuff - Reusable - Regular Adult Size (26-35cm)	\$ 20.35
A-59	11160-000017	Non-Invasive Blood Pressure Cuff - Reusable - Large Adult Size (32-42cm)	\$ 22.61
A-59	11160-000019	Non-Invasive Blood Pressure Cuff - Reusable - Extra Large Adult Size (35-44cm)	\$ 33.92
A-59	11171-000020	Masimo LCNS SpO2 Pulse Oximeter sensor - Adhesive - Disposable - Child Size (Box of 20)	\$ 236.98
A-59	11171-000046	Masimo LCNS SpO2 Pulse Oximeter sensor - Finger Clip - Reusable - Adult Size	\$ 200.20
A-59	11171-000047	Masimo LCNS SpO2 Pulse Oximeter sensor - Finger Clip - Reusable - Child Size	\$ 200.20
A-59	11171-000049	Masimo Set Rainbow SpO2, SpCO, SpMet Sensor - Finger Clip - Reusable - Adult Size	\$ 445.90
A-59	11171-000050	Masimo Set Rainbow SpO2, SpCO, SpMet Sensor - Finger Clip - Reusable - Child Size	\$ 528.00



A-59	11250-000073	LIFEPAK® CR-T Training System (Includes trainer, remote control, training electrodes (5 pairs), carrying case, operating instructions and batteries.)	\$ 248.00
A-59	11250-000015	ELECTRODES-TRAINING,QUICK-PAK,SET/5,ENHANCED	\$ 27.20
A-59	11576-000039	LUCAS 2 Chest Compression System Rechargeable Lithium Polymer Battery	\$ 456.40
A-59	11220-000083	AED Wall Cabinet with Alarm and Strobe (7" Return): White Trim Stainless Steel	\$ 284.75
A-59	99577-001368	Common PreHospital Configuration: LIFEPAK 15 Trending, 12-Lead ECG, Bluetooth	\$ 18,166.83
A-59	99577-001959	Common PreHospital Configuration: LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$ 20,257.29
A-59	99577-001952	Common PreHospital Configuration: LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, EtCO2, Bluetooth	\$ 21,061.31
A-59	99577-001955	Common PreHospital Configuration: LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$ 24,116.58
A-59	99577-001957	Common PreHospital Configuration: LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$ 26,769.85
A-59	99577-001588	Common PreHospital Configuration: LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$ 29,423.12
A-59	99577-001939	Common Hospital Configuration: LIFEPAK 15 Bluetooth	\$ 10,930.65
A-59	99577-001945	Common Hospital Configuration: LIFEPAK 15 Trending, Masimo SpO2, NIBP, Bluetooth	\$ 14,629.15
A-59	99577-001944	Common Hospital Configuration: LIFEPAK 15 Trending, SpO2, EtCO2, Bluetooth	\$ 16,397.99
A-59	99577-001950	Common Hospital Configuration: LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, Bluetooth	\$ 18,408.04
A-59	99577-001953	Common Hospital Configuration: Trending, SpO2, NIBP, 12-Lead ECG, Bluetooth	\$ 21,865.33
A-59	99577-001943	Common Hospital Configuration: LIFEPAK 15 Trending, SpO2, EtCO2, 12-Lead ECG, Bluetooth	\$ 22,830.15
A-59	21300-008146	LIFEPAK 15 NIBP Hose (12 ft)	\$ 39.40
A-59	21300-008147	LIFEPAK 15 NIBP Hose (9 ft)	\$ 39.40
A-59	99577-001947	Common Transport Configuration: LIFEPAK 15 Trending, Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	\$ 16,880.40
A-59	99577-001960	Common Transport Configuration: LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$ 25,644.22

Attachment: GSA Lucas Pricing (Authorization to Waive Bids and Purchase LUCAS CPR Devices)



A-59	99577-001962	Common Transport Configuration: LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$ 28,297.49
A-59	99577-001372	Common Transport Configuration: LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$ 30,950.75
A-59	99577-001941	LIFEPAK 15 Nellcor Configuration: Nellcor & Masimo, SpO2, Bluetooth	\$ 12,779.90
A-59	99577-001946	LIFEPAK 15 Nellcor Configuration: LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, Bluetooth	\$ 15,111.56
A-59	99577-001948	LIFEPAK 15 Nellcor Configuration: LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	\$ 17,362.81
A-59	99577-001951	LIFEPAK 15 Nellcor Configuration: LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, Bluetooth	\$ 18,890.45
A-59	99577-001964	LIFEPAK 15 Nellcor Configuration: LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$ 24,598.99
A-59	99577-001963	LIFEPAK 15 Nellcor Configuration: LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$ 26,126.63
A-59	99577-001956	Temperature Configuration: LIFEPAK 15 Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$ 25,121.61
A-59	99577-001958	Temperature Configuration: LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$ 27,774.87
A-59	99577-001373	Temperature Configuration: LIFEPAK 15 Trending, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$ 30,428.14
A-59	21300-007298	Non-Invasive Blood Pressure Tubing - 12 Feet	\$ 39.40
A-59	21300-007299	Non-Invasive Blood Pressure Tubing - 9 Feet	\$ 39.40
A-59	21300-007300	Non-Invasive Blood Pressure Tubing, Coiled, 2-9 Feet, Bayonet Connector	\$ 36.93
A-59	21300-008054	LIFEPAK 15 ECG Cables & Electrodes: 4-wire Cable Comb (10/pack)	\$ 12.06
A-59	21300-008055	LIFEPAK 15 ECG Cables & Electrodes: 6-wire Cable Comb (10/pack)	\$ 12.06
A-59	21330-001176	LIFEPAK 15 lithium-ion battery, 5.7 amp hour capacity. This is a rechargeable battery with a fuel gauge. The LIFEPAK 15 monitor/defibrillator requires 2 batteries for operation.	\$ 293.97
A-59	21330-001365	Battery Load Tester/Discharger used to test the defibrillator. During this test, the AED delivers a low energy test shock. Inserts directly into the electrode connector on the defibrillator. For use with the LIFEPAK 500, LIFEPAK 12, or LIFEPAK 15 defibrillator.	\$ 63.83

Attachment: GSA Lucas Pricing (Authorization to Waive Bids and Purchase LUCAS CPR Devices)



A-59	99577-001930	Non-Bluetooth Configuration: LIFEPAK 15 Standard Model	\$ 10,930.65
A-59	99577-001931	Non-Bluetooth Configuration: LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP	\$ 17,282.41
A-59	99577-001932	Non-Bluetooth Configuration: LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2	\$ 18,408.04
A-59	99577-001933	Non-Bluetooth Configuration: LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead	\$ 21,865.33
A-59	99577-001934	Non-Bluetooth Configuration: LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead, EtCO2	\$ 24,116.58
A-59	11577-000004	Charger for use with the LIFEPAK 15 lithium-ion rechargeable battery. Includes AC power cord, mounting bracket, and operating instructions. (LIFEPAK 15 batteries not included.) 110/120 VAC. Adapter may be required for non-US electrical services.	\$ 1,160.80

Attachment: GSA Lucas Pricing (Authorization to Waive Bids and Purchase LUCAS CPR Devices)



DEPARTMENT OF VETERANS AFFAIRS
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is GSAAAdvantage.gov

Medical Equipment and Supplies
FSC Group 65, Part II, Section A
FSC Class 6515

Supplement No. 4-2019

Contract Number: **V797D-30038**
Contract Period: December 6, 2012 to July 30, 2020

*(For more information on ordering from Federal Supply Schedules, enter the following address into your web browser:
<http://gsa.gov/portal/category/100623>)*

Physio-Control, Inc., a subsidiary of Stryker Corporation
11811 Willows Road NE, Redmond, WA 98052
Government Customer Service:
Toll Free 844 795 4688 Direct 269 389 5800
Fax 844 427 4688
govsales@stryker.com
www.physio-control.com or www.strykeremergencycare.com

Business Size: **Large**

"Prices Shown Herein are Net (discount deducted)"



Modification P00023 Effective 5-31-2019

65IIA TEMPORARY CONTRACT EXTENSION

Vendor's contract in block 10A is due to expire on 5/31/2019. Vendor has submitted a follow-on offer and is being reviewed for OIG Audit. Contract Performance Period is being extended through 12/31/2019 to allow for completion of audit review and processes to award phase. Contract Performance Period is 12/6/2012 - 12/31/2019. All pricing, terms and conditions remain unchanged and in full force and effect.

Modification P00024 Effective 9-15-2019

65IIA PRODUCT DELETIONS

This unilateral modification is issued per vendor's request to delete the products shown on page 2 of this modification. See page 2 for specific products and reasons for deletion.

1. Products being deleted:

SIN#	Item #	Product Name / Description	Reason for Deletion
A-59	11133-000007	LIFEPAK 15 Pediatric Paddle Adapter - Slip on to the Standard Hard Paddle for use on Pediatric patients	Item does not maintain compliance with the requirements set forth in FAR 52.225-5
A-59	11141-000149	LIFEPAK Battery - Nickel-Cadmium - Rechargeable with fuel gauge - 1.6 amp hrs	Item does not maintain compliance with the requirements set forth in FAR 52.225-5
A-59	11150-000015	PC-Card-Modem (Includes Cable)	Item does not maintain compliance with the requirements set forth in FAR 52.225-5
A-59	11996-000278	LUCAS Connector - Chemetron Air - For use with the LUCAS 1 Chest Compression System	Product is obsolete or phasing out
A-59	11996-000279	LUCAS Connector - Ohmeda Air - For use with the LUCAS 1 Chest Compression System	Product is obsolete or phasing out
A-59	11996-000280	LUCAS Connector - Puritan Bennett Air - For use with the LUCAS 1 Chest Compression System	Product is obsolete or phasing out
A-59	11996-000281	LUCAS Connector - Diss Air - For use with the LUCAS 1 Chest Compression System	Product is obsolete or phasing out
A-59	11996-000282	LUCAS Connector - Schrader Air - For use with the LUCAS 1 Chest Compression System	Product is obsolete or phasing out
A-59	11996-000283	LUCAS Connector - Oxequip Air - For use with the LUCAS 1 Chest Compression System	Product is obsolete or phasing out
A-59	21996-000061	LUCAS Extension Hose (11.5 ft)	Product is obsolete or phasing out

Modification P00025 Effective 10-01-2019

65IIA Ordering Contact Changes

Per vendor's request, the Ordering Contact has changed for contract indicated in Block 10A above. The changes are as follows:

New ordering contact information:
 Stryker Corporation Government Customer Service
 1901 Romance Road Parkway
 Portage, MI 49002
 PH: 269-389-5800 FAX: 844-427-4688

**Modification P00026 Effective 11-01-2019****65IIA Temporary Contract Extension**

This bilateral modification is issued to temporarily extend the contract shown in Block 10A above. The extended contract performance period is 12/6/2012 through 7/30/2020.

All pricing, terms and conditions remain in full force and effect throughout this extended performance period.

Attachment: GSA Lucas Pricing (Authorization to Waive Bids and Purchase LUCAS CPR Devices)



buffalolucasqty3

Quote Number: 10119876
 Version: 1
 Prepared For: BUFFALO GROVE FIRE DEPT
 Attn:

Remit to: P.O. Box 93308
 Chicago, IL 60673-3308
 Rep: Steven Schmidt
 Email: steven.schmidt@stryker.com
 Phone Number:

Quote Date: 02/03/2020
 Expiration Date: 05/03/2020

Delivery Address

Name: BUFFALO GROVE FIRE DEPT
 Account #: 1171747
 Address: 1051 HIGHLAND GROVE DR
 BUFFALO GROVE
 Illinois 60089-7026

End User - Shipping - Billing

Name: BUFFALO GROVE FIRE DEPT
 Account #: 1171747
 Address: 1051 HIGHLAND GROVE DR
 BUFFALO GROVE
 Illinois 60089-7026

Bill To Account

Name: BUFFALO GROVE FIRE DEPT
 Account #: 1171747
 Address: 1051 HIGHLAND GROVE DR
 BUFFALO GROVE
 Illinois 60089-7026

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	2	\$12,304.40	\$24,608.
2.0	11576-000060	LUCAS Desk-Top Battery Charger	2	\$926.25	\$1,852.
3.0	11576-000071	LUCAS External Power Supply	2	\$293.25	\$586.
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2	\$566.25	\$1,132.
5.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	1	\$393.75	\$393.
Equipment Total:					\$28,574

Price Totals:

Grand Total: \$28,574

Comments:

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

Attachment: BG2LUCAS (Authorization to Waive Bids and Purchase LUCAS CPR Devices)

**buffalolucasqty3**

Quote Number: 10119876

Version: 1

Prepared For: BUFFALO GROVE FIRE DEPT

Attn:

Remit to: P.O. Box 93308

Chicago, IL 60673-3308

Rep: Steven Schmidt

Email: steven.schmidt@stryker.com

Phone Number:

Quote Date: 02/03/2020

Expiration Date: 05/03/2020

AUTHORIZED CUSTOMER SIGNATURE

Attachment: BG2LUCAS (Authorization to Waive Bids and Purchase LUCAS CPR Devices)

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



Information Item : Authorization to Waive Bids and Purchase Radio Equipment

Recommendation of Action

Staff recommends waiver of bids and purchase of radio equipment.

Staff requests authorization to waive bids and purchase six Motorola portable radios. With the changes in technology and the need for additional radios, it has been determined that 6 additional portable radios will be needed for future operations and technology changes. A waiver of bids is requested as the purchase is a Cooperative Purchase Agreement with Northwest Central Dispatch.

ATTACHMENTS:

- Waiver of Bid Memo - Radio Purchase (PDF)

Trustee Liaison
Smith

Staff Contact
Brett Robinson, Finance

Tuesday, February 18, 2020

VILLAGE OF BUFFALO GROVE



DATE: February 13, 2020

TO: Dane Bragg, Village Manager

FROM: Mike Baker, Fire Chief

RE: Authorization to Waive Bids and Purchase Radio Equipment

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 was purchased as a spare. With the changes in technology and the need for additional radios, it has been determined that 6 additional portable radios 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. This funding for this request was approved as part of the Capital Improvement Program for the 2020 Village budget as is assigned as Project #5013.

Recommendation

It is recommended that the Village Board waive bids and authorize staff to purchase the above mentioned replacement equipment at a total not to exceed amount of \$53,538.30 from Motorola Solutions.



DRAFT

QUOTE-10020
Qty 6 APX8000

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

Quote Date:12/19/2019
Expiration Date:03/18/2020
Quote Created By:
Brian Cummings
Brian.Cummings@
motorolasolutions.com

Customer:
BUFFALO GROVE FIRE DEPT, VILLAGE
OF
Andy Russell
arussell@vbg.org

Contract: 24302 - STARCOM21, IL
DIT7016660

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE				
1	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	6	\$6,292.00	\$4,550.79	\$27,304.74
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	6	\$515.00	\$372.48	\$2,234.88
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING	6	\$300.00	\$216.98	\$1,301.88
1c	QA02006AC	ENH: APX8000XE RUGGED RADIO	6	\$800.00	\$578.61	\$3,471.66
1d	QA00580AA	ADD: TDMA OPERATION	6	\$450.00	\$325.47	\$1,952.82
1e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	6	\$110.00	\$80.30	\$481.80
1f	QA09001AB	ADD: WIFI CAPABILITY	6	\$300.00	\$216.98	\$1,301.88
1g	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	6	\$740.00	\$535.22	\$3,211.32
1h	QA03399AA	ADD: ENHANCED DATA APX	6	\$150.00	\$108.49	\$650.94
1i	H38BS	ADD: SMARTZONE OPERATION	6	\$1,500.00	\$1,084.90	\$6,509.40

Attachment: Waiver of Bid Memo - Radio Purchase (Authorization to Waive Bids and Purchase Radio Equipment)



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 authorize Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard of use and Purchase Terms and Conditions govern the purchase of the Products.



DRAFT

QUOTE-10020
Qty 6 APX8000

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	6	\$100.00	\$72.33	\$433.98
1k	Q629AH	ENH: AES ENCRYPTION	6	\$475.00	\$343.55	\$2,061.30
1l	QA01427AG	ALT: APX8000/XE HOUSING GREEN	6	\$25.00	\$18.08	\$108.48
1m	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA*	6	\$5.00	\$3.62	\$21.72
1n	Q445AG	ADD: APX PERSONNEL ACCOUNTABILITY	6	\$150.00	\$108.49	\$650.94
1o	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	6	\$0.00	\$0.00	\$0.00
2	RLN5313B	RECEIVE NLY SURV KIT (BLACK) /NOISE	6	\$55.62	\$40.23	\$241.38
3	NMN6274B	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK	6	\$368.50	\$266.53	\$1,599.18

Grand Total

\$53,538.30(USD)

Notes:

* Additional information is required for one or more items on the quote for an order.

Attachment: Waiver of Bid Memo - Radio Purchase (Authorization to Waive Bids and Purchase Radio Equipment)



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 authorize Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard of use and Purchase Terms and Conditions govern the purchase of the Products.



Information Item : Executive Session- 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.

Recommendation of Action

N/A

Executive Session- 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.

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Tuesday, February 18, 2020



Information Item : Executive Session- Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06.

Recommendation of Action

N/A

Executive Session - Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

Trustee Liaison

Ms. Sirabian

Staff Contact

Dane Bragg, Office of the Village Manager

Tuesday, February 18, 2020	
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