



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
January 4, 2021 at 7:30 PM

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

1. Call to Order

A. Open Meetings Act Compliance

Pursuant to Public Act 101-0640 as well as the Disaster Proclamation and Executive Orders issued by Governor Pritzker, Residents can still fully participate electronically by utilizing the Zoom link below.

Zoom Link: www.vbg.org/january4meeting

Phone Number: 312-626-6799

Meeting ID: 828 1948 9977

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

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

B. Pledge of Allegiance

2. Approval of Minutes

A. Village Board - Rescheduled Regular Meeting - Dec 7, 2020 6:30 PM

3. Approval of Warrant

A. Approval of Warrant #1323 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

A. R-2021-1 Resolution Extending Executive Order 2020-12 (President Sussman) (Staff Contact: Dane Bragg)

5. Village Manager's Report

6. Special Business

7. Reports from Trustees

8. Consent Agenda

All items listed on the Consent Agenda, which are available in this room this evening, are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which

event, the item will be removed from the General Order of Business and considered after all other items of business on the Regular Agenda under New Business. (Attached).

- A. O-2021-1 An Ordinance Amending Chapter 5.20 - Liquor Controls (President Sussman) (Staff Contact: Jessie Brown)

SUMMARY: The Class A liquor license issued to Dvash, Inc.d/b/a Bait Cafe at 706 Buffalo Grove Road is hereby rescinded. The business has been sold.

- B. O-2021-2 An Ordinance Amending Chapter 5.20 - Liquor Controls (President Sussman) (Staff Contact: Jessie Brown)

SUMMARY: The Class B liquor license issued to Chanprung, LLC d/b/a Fuji Thai at 1000 Weiland Road is hereby rescinded. The business has opted not to renew their license.

9. Ordinances and Resolutions

- A. O-2021-3 Approve an Ordinance Amending Ordinance 83-8 for a New Outbuilding, Special Use for a Drive-Through Facility, and a Preliminary Plan Approval with Variations to the Zoning Ordinance and Sign Code at Spoerlein Commons Planned Development at 1131-1271 McHenry Road. (Trustee Johnson) (Staff Contact: Chris Stilling)
- B. O-2021-4 Ordinance Authorizing the Village Manager to Execute a Contract with BSnA for Community Development Software (Trustee Weidenfeld) (Staff Contact: Chris Stilling)

10. Unfinished Business

11. New Business

- A. Discussion Regarding Business Assistance Program (Trustee Weidenfeld, Trustee Ottenheimer) (Staff Contact: Dane Bragg)
- B. O-2021-5 Ordinance Waiving Business Licenses Fees (President Sussman) (Staff Contact: Chris Stilling)

12. Questions From the Audience

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

13. Adjournment

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

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities,

contact the ADA Coordinator at 459-2525 to allow the Village to make reasonable accommodations for those persons.

**MINUTES OF THE RESCHEDULED REGULAR MEETING OF THE VILLAGE BOARD OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, AND VIA AUDIO/VIDEO CONFERENCING
MONDAY, DECEMBER 7, 2020**

CALL TO ORDER

President Sussman called the meeting to order at 6:30 P.M. This meeting is being conducted in person and via audio and video conferencing.

ROLL CALL

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

Also present in person and via audio/video were: Dane Bragg, Village Manager, was physically present at Village Hall. Patrick Brankin, Village Attorney; Jenny Maltas, Deputy Village Manager; Chris Stilling, Deputy Village Manager; Art Malinowski, Director of Human Resources; Katie Golbach, Human Resources Management Analyst; Chris Black, Director of Finance; Evan Michel, Management Analyst; Mike Skibbe, Director of Public Works; Nicole Woods, Deputy Community Development Director; Darren Monico, Village Engineer; Kyle Johnson, Assistant Director of Public Works; Brett Robinson, Director of Purchasing; Darren Monico, Village Engineer; Police Chief Casstevens; and Fire Chief Baker were present via audio/video conference.

APPROVAL OF MINUTES

Moved by Weidenfeld, seconded by Smith, to approve the minutes of the November 2, 2020 Regular Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Moved by Smith, seconded by Johnson, to approve the minutes of the November 16, 2020 Special Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

WARRANT #1322

Mr. Black read Warrant #1322. Moved by Ottenheimer, seconded by Johnson, to approve Warrant #1322 in the amount of \$7,900,019.95 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

VILLAGE PRESIDENT'S REPORT

President Sussman noted a **Proclamation Recognizing Diwali Awareness Day** observed November 14, 2020, the day of global observance of Diwali per the Hindu lunar calendar, recognizing the contribution of all Hindu, Sikhs, Jains and Buddhists active in all aspects of our vibrant economy and civic society.

Minutes Acceptance: Minutes of Dec 7, 2020 6:30 PM (Approval of Minutes)

President Sussman appointed Kevin Dryman to the **Board of Fire and Police Commissioners**. Moved by Stein, seconded by Weidenfeld, to concur with President Sussman's appointment. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Mrs. Woods led the discussion as to whether or not the Board wishes to provide **Local Business & Restaurant Relief in Response to Covid-19**. Mrs. Woods walked everyone through a PowerPoint presentation summarizing details and possible effects on the Buffalo Grove 2021 budget, as well as the effect to local businesses. Details are also contained in her memo to Mr. Bragg of December 3, 2020.

Staff developed possible options for the Village Board to consider. The financial impact to the 2021 budget is also noted.

- Program 1: Waive Business License Fees - \$130,000
- Program 2: Reduce Liquor License Fees for On-Premise Users - \$45,000
- Program 3: Discount Restaurant's Local Food and Beverage Tax Payments - \$150,000-\$180,000
- Program 4: Restaurant Grant - \$125,000

Lengthy Board discussion followed, with Trustees noting the following pros and cons of each Program:

- Concern for businesses other than restaurants that are also suffering
- Restaurants contribute significantly to Buffalo Grove's economy, and we should support them
- Relief needs to be distributed now because some of these businesses cannot wait
- Need to weigh the desire to help businesses against the overall impact to the Village and residents
- Equity for all businesses
- Efficiency in administering a relief program by Village staff, which has already been reduced
- The budget would have to be amended
- Where would the money come from – cut services, lay off employees, use reserves, raise taxes
- The budget presented for 2021 has already been reduced by approximately \$2,000,000
- Many businesses have been adversely affected financially – not just restaurants
- Using reserves could affect the Village's bond rating
- Assistance would need to be equitable to all businesses without causing hardship to residents
- Weigh helping out businesses while also looking out for taxpayers
- Grant is not at all equitable
- Local municipalities are not in the business of rescuing businesses – relief should come from state or federal government
- Taxpayers are also suffering right now
- If businesses fail, that means that the Village will also lose revenue
- If we wait too long, there may be fewer businesses that need help because they will have failed
- The Village should not be in the business of picking winners and losers in the business industry
- Restaurants provide the most revenue to the Village economy
- The proposed relief is actually a very small benefit to each business, but a large deficit to the Village
- What are surrounding municipalities doing

Mr. Bragg summarized that it appears that there is some consensus for full or partial waiver of license fees, there does not seem to be support for a grant program, and the food and beverage tax is a "maybe".

The Board would like staff to bring back information from other municipalities, where the money would come from, and what the reduction in the food and beverage tax would look like for different time periods, i.e. 3 months/6 months/9 months.

Mr. Stilling reviewed the letter to Governor Pritzker regarding **Cresco's Adult-Use Cannabis License**. There were no objections from the Board to the letter. Staff will prepare the final letter and forward it to the Governor's office.

RESOLUTION NO. 2020-52 – EXECUTIVE ORDER 2020-11

Mr. Bragg reviewed the proposed resolution.

Moved by Ottenheimer, seconded by Weidenfeld, to pass Resolution No. 2020-52 extending Executive Order 2020-11. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

VILLAGE MANAGER'S REPORT

Mr. Bragg reviewed the **2021 Village Board Meeting Schedule**, details of which are contained in his memo to the Board of December 1, 2020, and noting that the schedule will be published per the Open Meetings Act.

Mr. Bragg presented an update on the holiday light display at **860 Woodhollow**, referring to complaints that had been received, and noting that the Village required a permit in order to control the traffic flow so as to ensure access for public safety vehicles, as well as access to homes for the neighbors.

PUBLIC HEARING – FY 2021 BUDGET

President Sussman re-opened the Public Hearing for the FY 2021 Village Budget at 7:40 P.M.

Mr. Black highlighted and summarized the budget.

There were no questions from the Board or the public.

At 7:52 P.M., the Public Hearing was continued until the budget is voted on later in this meeting.

REPORTS FROM TRUSTEES

Trustee Johnson reported on the successful **Blood Drive** that was recently held, and thanked the volunteers and residents that came out to donate for this life-saving event.

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; there were no such requests.

The Village Clerk noted that, at the October 19, 2020 Regular Village Board Meeting, a Resolution Extending Executive Order 2020-10 was listed as Resolution No. 2020-46, when it should have been listed as Resolution No. 2020-49, and that correction has been made.

Ordinance No. 2020-91 – 960 S. Buffalo Grove Road

Motion to pass Ordinance No. 2020-91, granting a variation for two wall signs at 960 S. Buffalo Grove Road.

Ordinance No. 2020-92 – 1380 Busch Parkway

Motion to pass Ordinance No. 2020-92, approving an Amendment to the WJ Sports Special Use to allow for the onsite consumption of beer and wine as part of their golf recreational services at 1380 Busch Parkway.

Ordinance No. 2020-93 – G7 Liquor License

Motion to pass Ordinance No. 2020-93, approving an Amendment to the G7 Liquor License, to allow for beer and wine service at a recreational golf facility in the Industrial District.

Resolution No. 2020-53 – Grant Funding

Motion to pass Resolution No. 2020-53, ratifying the expenditure of Grant Funding, authorizing the Village Manager to expend grant funds awarded by the Department of Justice to provide for a NIBRS complaint report management system.

Resolution No. 2020-54 – MFT Tax

Motion to pass Resolution No. 2020-54, calendar year 2021 Village-wide Street Maintenance Motor Fuel Tax, which meets the requirements of the Illinois Department of Transportation for the use of Motor Fuel Tax funds for FY 2021 for the Village-wide street maintenance program.

Resolution No. 2020-55 – Credit Card Processing

Motion to pass Resolution No. 2020-55, amendment to the Paymentus Credit Card Processing Agreement, authorizing the Village Manager to make modifications to the existing agreement with Paymentus Corporation, pending review and approval of the amendment by the Village Attorney.

Resolution No. 2020-56 – Procurement Policy

Motion to pass Resolution No. 2020-56, revising the Procurement Policy, adopting the revisions to the Procurement Policy as detailed in Mr. Robinson's memo to Mr. Bragg of December 3, 2020.

Competitive Bids

Motion to authorize staff to seek competitive bids for various FY 2021 projects.

Competitive Proposals

Motion to authorize staff to waive bids and seek competitive proposals for various FY 2021 projects.

Ultra Strobe Communications

Motion to authorize execution of an agreement with Ultra Strobe Communications, Inc. for emergency vehicle lighting services, pending final review and approval by the Village Attorney at a not-to-exceed price of \$55,000, with a contingency of \$20,000 to be controlled by the Village Manager.

Moved by Johnson, seconded by Stein, 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. 2020-57 – POWER SUPPLY AGREEMENT

Moved by Stein, seconded by Johnson, to pass Resolution No. 2020-57, extension of Power Supply Agreement in accordance with materials contained in Board packets.

Ms. Maltas reviewed the proposed resolution, details of which are contained in her memo to the Board of December 3, 2020, and noted that staff recommends extending this agreement for two years.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2020-58 – PRIVATE ACTIVITY BOND

Moved by Weidenfeld, seconded by Smith, to pass Resolution No. 2020-58, ceding the 2020 Unused Private Activity Bond Volume Cap.

Mrs. Woods reviewed the proposed resolution.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2020-94 – VILLAGE MANAGER COMPENSATION

Moved by Ottenheimer, seconded by Smith, to pass Ordinance No. 2020-94, providing for compensation of the Village Manager.

Mr. Bragg was thanked for all of the extra work that he has put in this year in dealing with the COVID-19 pandemic. Mr. Bragg thanked the Board for their consideration.

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

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2020-95 – MAP

Moved by Ottenheimer, seconded by Weidenfeld, to pass Ordinance No. 2020-95, approving an Agreement with Metropolitan Alliance of Police.

Ms. Maltas reviewed the proposed ordinance, details of which are contained in the Village Board Meeting Agenda Item Overview that she prepared.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2020-96 – SMART WATER PROGRAM

Moved by Pike, seconded by Johnson, to pass Ordinance No. 2020-96, Smart Water Program Amendment #1.

Mr. Skibbe reviewed the proposed ordinance, details of which are contained in the Village Board Meeting Agenda Item Overview that he prepared.

Lev Goldberg of Aquify further provided an overview of the program.

Board members commended the Public Works Department for their work in participating in this program.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2020-97 – MELINDA/HIAWATHA

Moved by Stein, seconded by Johnson, to pass Ordinance No. 2020-97, award of 2021 Melinda/Hiawatha Water & Street Improvements to the lowest responsible and responsive bidder, Bolder Construction, in the amount of \$2,479,513.79, pending Village Attorney review.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of December 2, 2020.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2020-98 – TAX LEVY

Moved by Weidenfeld, seconded by Smith, to pass Ordinance No. 2020-98, for the levy and collection of taxes for the fiscal year commencing on the 1st day of January, 2021, and ending on the 31st day of December, 2021, in accordance with materials contained in Board packets.

Mr. Black reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of December 7, 2020.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2020-99 – TAX ABATEMENT

Moved by Weidenfeld, seconded by Johnson, to pass Ordinance No. 2020-99, abating taxes levied for the Village of Buffalo Grove, Cook and Lake Counties, Illinois, in accordance with materials contained in Board packets.

Mr. Black reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of December 7, 2020.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2020-59 – LOSS IN COLLECTION - COOK

Moved by Weidenfeld, seconded by Stein, to pass Resolution No. 2020-59, requesting the County of Cook not to collect the Loss in Collection on Taxable Property in the Village of Buffalo Grove, in accordance with materials contained in Board packets.

Mr. Black reviewed the proposed resolution, as well as the ensuing proposed resolution, details of which are contained in the Village Board Meeting Agenda Item Overview that he prepared.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2020-60 – LOSS IN COLLECTION - LAKE

Moved by Weidenfeld, seconded by Smith, to pass Resolution No. 2020-60, requesting the County of Lake not to collect the Loss in Collection on Taxable Property in the Village of Buffalo Grove, in accordance with materials contained in Board packets.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2021-61 – 2020 PAY RANGES

Moved by Weidenfeld, seconded by Smith, to pass Resolution No. 2021-61, approving the 2021 pay ranges.

Mr. Malinowski reviewed the proposed resolution, details of which are contained in the memo that he and Ms. Golbach sent to Mr. Bragg and Ms. Maltas of November 30, 2020.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2020-100 – FISCAL YEAR 2021 BUDGET

Moved by Johnson, seconded by Pike, to pass Ordinance No. 2020-100, adopting the Fiscal Year 2021 (January 1-December 31, 2021) Budget for the Village of Buffalo Grove.

It was noted that this is an excellent budget, and staff was commended for the preparation of this document, highlighting the fact that there are no new taxes included in this budget.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

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

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

NAYS: 0 – None

Motion declared carried

The Public Hearing was declared closed at 8:41 P.M.

MEETING SCHEDULE

Moved by Weidenfeld, seconded by Smith, to cancel the December 21, 2020 Regular Village Board Meeting.
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.

EXECUTIVE SESSION

Moved by Johnson, seconded by Stein, to adjourn the Rescheduled Regular Meeting and move to Executive Session to discuss **Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity** and **Section 2(C)(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.** Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried

The Board moved to Executive Session from 8:44 P.M. until 9:28 P.M.

ADJOURNMENT

The meeting was adjourned at 8:44 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 4th DAY OF January 2021

Village President

Minutes Acceptance: Minutes of Dec 7, 2020 6:30 PM (Approval of Minutes)



Action Item : Approval of Warrant #1323

Recommendation of Action

Staff recommends approval.

TOTAL WARRANT #1323 5,111,801.52

ATTACHMENTS:

- W #1323 SUMMARY (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Monday, January 4, 2021	
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VILLAGE OF BUFFALO GROVE WARRANT #1323
4-Jan-21

General Fund:	1,601,885.50
Parking Lot Fund:	135,096.80
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	245,646.88
School & Park Donations	0.00
Capital Projects-Facilities:	45,906.00
Capital Projects-Streets:	187,601.00
Health Insurance Fund:	0.00
Facilities Development Debt Service Fund:	0.00
Retiree Health Savings (RHS):	149,343.34
Water Fund:	337,404.95
Buffalo Grove Golf Fund:	225.83
Arboretum Golf Fund:	0.00
Refuse Service Fund:	141,230.16
Information Technology Internal Service Fund:	221,585.43
Central Garage Internal Service Fund:	88,464.14
Building Maintenance Internal Service Fund:	44,442.47
	<u>3,198,832.50</u>
 PAYROLL PERIOD ENDING 12/10/2020	 989,391.68
PAYROLL PERIOD ENDING 12/24/2020	923,577.34
	<u>1,912,969.02</u>
 TOTAL WARRANT #1323	 <u><u>5,111,801.52</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 #1323 SUMMARY (Approval of Warrant #1323)



Resolution No. R-2021-1 : Resolution Extending Executive Order 2020-12

Recommendation of Action

Staff recommends approval.

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

ATTACHMENTS:

- Resolution Extending the Local Disaster Emergency Proclamation 12.21.2020 (DOCX)
- EO-2020-12 Signed (PDF)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, January 4, 2021

RESOLUTION EXTENDING EXECUTIVE ORDER 2020-12

WHEREAS, on December 11, 2020, Village President, Beverly Sussman, issued Executive Order 2020-12 based upon the COVID-19 pandemic;

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

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

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

WHEREAS, the Village Board finds that the present situation requires the extension of the Village President's Executive Order 2020-12;

NOW, THEREFORE, be it resolved as follows:

Executive Order 2020-12 dated December 11, 2020 issued by Village President Beverly Sussman is hereby extended. Said extension shall be coterminous with the COVID-19 disaster proclamation issued by Governor J.B. Pritzker unless further amended or modified.

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

AYES: _____
 NAYES: _____
 ABSENT: _____

Passed _____, 2021
 Approved _____, 2021

Approved:

 Beverly Sussman, Village President

Attest:

 Janet Sirabian, Village Clerk

December 11, 2020

EXECUTIVE ORDER 2020- 12

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on December 11, 2020, the State of Illinois issued a new executive order and new guidance regarding the Stay at Home Order issued by Governor JB Pritzker as well as guidance regarding face coverings and said order is numbered 2020- 74 ____ and;

WHEREAS, I find that in order to maintain consistency and clarity as to the measures to be taken help reduce the spread of COVID-19 effectively and safely there should be consistency with the Governor's Order 2020- 74 ____ and my previous Orders;

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

Section 1. Executive Orders 2020-01, 2020-03, 2020-04, 2020-05, 2020-06, 2020-07, 2020-08, 2020-09, 2020-10 and 2020-11 are hereby amended to adopt and incorporate Governor Pritzker's Order 2020-74, a copy of which is attached hereto as Exhibit A and adopted herein by this reference.

Attachment: EO-2020-12 Signed (R-2021-1 : Extending Executive Order 2020-12)

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

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

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

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

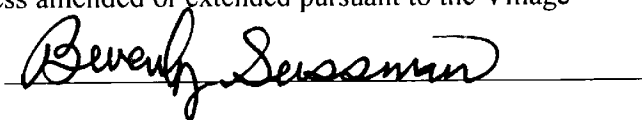
Section 6. Restaurants. Consistent with the guidelines issued by the State of Illinois and attached hereto as Exhibit C and any Amendments thereto, restaurants may allow dining, including consumption of liquor subject to approval by the Liquor Control Commissioner. The Village Manager may promulgate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

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

Section 8. Golf courses are permitted to operate within the restrictions of Executive Order 2020-59 and any restrictions published by the Illinois Department of Commerce and Economic Opportunity.

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

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

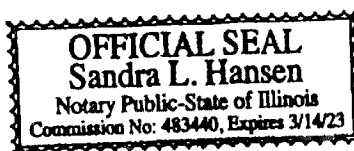


STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

ACKNOWLEDGEMENT

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

GIVEN under my hand and notarial seal this 11th day of December 2020.



Burl L Hansen
12/18/20



**Ordinance No. O-2021-1 : An Ordinance Amending Chapter 5.20 -
Liquor Controls**

Recommendation of Action

Staff recommends approval.

SUMMARY: The Class A liquor license issued to Dvash, Inc.d/b/a Bait Cafe at 706 Buffalo Grove Road is hereby rescinded. The business has been sold.

ATTACHMENTS:

- Ord Class A - Dvash (Bait Cafe) - Rescinded (DOCX)

Trustee Liaison
Sussman

Staff Contact
Jessie Brown, Community Development

Monday, January 4, 2021

Underlined = addition
~~Strikethroughs~~ = deletion
 12/21/2020

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 ~~strike through~~ 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. Midas Banquets, Inc. d/b/a Astoria Banquets	1375 W. Dundee Road
6. Progressive Management Services, LLC	401 Half Day Road
7. Chef Adam, Inc. d/b/a The Grove Banquets and Catering	301 Weiland Road
8. La Minita, Inc. d/b/a Mi Mexico Mexican Restaurant	220 N. Milwaukee Avenue
9. K1 Speed, Inc.	301 Hastings Lane
10. SHK, USA, Inc. d/b/a Kum Kang San	1329 W. Dundee Road
11. Leiserv, LLC d/b/a Bowlero – Buffalo Grove	350 McHenry Road
12. Le Presa Restaurant, Inc.	86 W. Dundee Road
13. BRI Incorporated d/b/a The Wild Buffalo	48 Raupp Boulevard
14. Spyder Entertainment, Inc. d/b/a Traktir the 12 Chairs	1224 W. Dundee Road
15. Telugu Ruchulu of BG, LLC d/b/a	228 McHenry Road

Nawabi Hyderabad House Biryani Place

- | | |
|---|-----------------------------------|
| 16. Themis's Pizza, LLC d/b/a Giordano's of Buffalo Grove | 270 McHenry Road |
| 17. Black Pepper, Inc. d/b/a Rivaj Indian Cuisine | 1034 Weiland Road |
| 18. FREP PH Management, LLC | 2710 Main Street |
| 19. Yang Group, Inc. d/b/a Sushi Grove | 154 McHenry Road |
| 20. Dvash, Inc. d/b/a Bait Cafe | 706 Buffalo Grove Road |

Section 2.

- A. The Class A liquor license for Dvash, Inc. d/b/a Bait Cafe at 706 Buffalo Grove Road is hereby rescinded effective immediately.
- B. 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

Attachment: Ord Class A - Dvash (Bait Cafe) - Rescinded (O-2021-1 : Bait Cafe- Class A- Rescinded)



Ordinance No. O-2021-2 : An Ordinance Amending Chapter 5.20 - Liquor Controls

Recommendation of Action

Staff recommends approval.

SUMMARY: The Class B liquor license issued to Chanprung, LLC d/b/a Fuji Thai at 1000 Weiland Road is hereby rescinded. The business has opted not to renew their license.

ATTACHMENTS:

- Ord Class B - Fuji Thai (DOCX)

Trustee Liaison
Sussman

Staff Contact
Jessie Brown, Community Development

Monday, January 4, 2021

Underlined = addition
 Strikethroughs = deletion
 12/21/2020

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

Class B.

Licensee and d/b/a

Address

- | | | |
|-------|--|------------------------------|
| 1. | Spirit Café, Inc. d/b/a Versailles Restaurant | 100 McHenry Road |
| 2. | Taste of Tokyo, Inc. | 159 McHenry Road |
| 3. | Nino's Pizzeria, Inc. | 960 Buffalo Grove Road |
| 4. | Chanprung, LLC d/b/a Fuji Thai | 1000 Weiland Road |
| 54. | Continental Restaurant, Inc. | 782 S. Buffalo Grove Road |
| 65. | Booming, Inc. d/b/a Yan Yan Chinese Cuisine | 360 Half Day Road |
| 76. | Donato Restaurant Group, Inc. d/b/a
Buffalo Restaurant & Ice Cream Parlor | 1180 Lake Cook Road |
| 87. | Golden Durebak Restaurant, Inc. | 718 Buffalo Grove Road |
| 98. | Tomatillo Taco-Ville 2 LLC | 1267 Dundee Road |
| 109. | Grande Jakes Fresh Mexican Grill in BG, Inc. | 799 Buffalo Grove Road |
| 110. | Sky Fitness Café, Inc. d/b/a Sky Spa & Lounge | 1501 Busch Parkway |
| 1211. | Eva's Mexican Restaurant, Inc. | 205 Dundee Road |

Attachment: Ord Class B - Fuji Thai (O-2021-2 : Fuji Thai- Class B- Rescinded)

Section 2.

- A. The Class B liquor license issued to Chanprung, LLC d/b/a/ Fuji Thai at 1000 Weiland Road is hereby rescinded effective immediately.

- B. 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

Attachment: Ord Class B - Fuji Thai (O-2021-2 : Fuji Thai- Class B- Rescinded)



Ordinance No. O-2021-3 : Approve an Ordinance Amending Ordinance 83-8 for a New Outbuilding, Special Use for a Drive-Through Facility, and a Preliminary Plan Approval with Variations to the Zoning Ordinance and Sign Code at Spoerlein Commons Planned Development at 1131-1271 McHenry Road.

Recommendation of Action

The Planning & Zoning Commission unanimously recommended approval, subject to the conditions in the Ordinance.

The owner of the Spoerlein Commons Planned Development at 1131-1271 McHenry Road is seeking to construct a new 2,388 square foot Dunkin Donuts and Baskin Robbins outbuilding with a drive-through. Additional information can be found in the attached memorandum.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOC)
- Exhibit A Plan Set (PDF)
- Exhibit B PZC Minutes 11.4.20(PDF)
- Objections and Petitioner Response (PDF)

Trustee Liaison

Johnson

Staff Contact

Chris Stilling, Community Development

Monday, January 4, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: December 31, 2020

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Approve an Ordinance Granting an Amendment to Ordinance 83-8 for a New Outbuilding, Special Use for a Drive-Through Facility, and a Preliminary Plan Approval with Variations to the Zoning Ordinance and Sign Code at Spoerlein Commons Planned Development at 1131-1271 McHenry Road.

PROJECT BACKGROUND

In 1983, the Village approved Ordinance 83-8 for the Spoerlein Commons Planned Development. The existing development consists of approximately 41,180 square feet of commercial and office space in multiple buildings. The original development was approved with a second phase allowing for additional 2,000 square feet of retail space.



The second phase was never constructed and the current owner (Whitestone REIT Operating Partnership LP) is seeking an amendment to the original Ordinance to allow for the construction of a 2,388 square foot outbuilding with a Dunkin Donuts and Baskin Robins drive-through establishment which will require the following:

1. Amendment to Ordinance 83-8;
2. Special use for a drive-through facility in the B3 Planned Business District;
3. Preliminary Plan approval with the variations to the Zoning Ordinance and Sign Code

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The Planning & Zoning Commission unanimously recommended approval, subject to the following conditions:

1. The proposed development shall be developed in substantial conformance to the plans attached as part of the Ordinance and in accordance to Section 16.20.070 of the Development Ordinance.
2. The final engineering plans shall be submitted in a manner acceptable to the Village prior to final plan approval.
3. 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

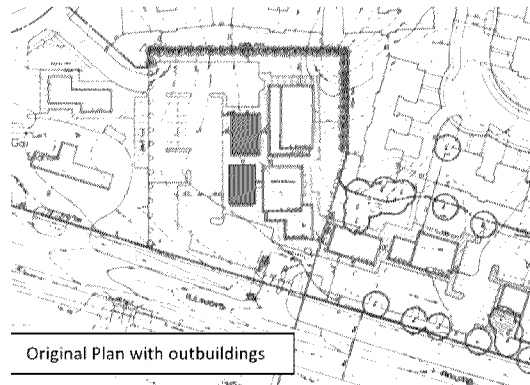
During the public hearing, the owner of the adjacent Bucky's gas station spoke in opposition to the project. Specifically he expressed concerns about stormwater detention as outlined in a memo staff received on November 1, 2020 (attached). Representative from the Village's Engineering Department responded to the concerns at the public hearing and noted that the proposed preliminary plans are acceptable and final details will be addressed as part of the final engineering process.

Subsequent to the public hearing, on November 16, 2020, the Village received another letter from representatives from Bucky's (attached) concerning the request and the petitioner's rights to amend Ordinance 83-8. Specifically, Buchanan Energy, on behalf of Bucky's, objected to the request stating that Spoerlein Commons property owner did not have the rights to amend the Ordinance. Furthermore, they state that the Zoning Ordinance does not allow more than 1 building on a zoning lot. After review by both staff and the Village Attorney, it was determined that the petitioner has made a valid application and request, pending the review and approval by the Village Board. The request includes amending Ordinance 83-8 which granted the property, as well as Bucky's, B3 Planned Business Center Zoning. The B3 Zoning is Buffalo Grove's commercial Planned Development Ordinance. Furthermore, multiple structures are permitted as part of a Planned Development. Representatives on behalf of Spoerlein Commons have also provided a response, which is included in the packet of information. It should be noted that when Bucky's Gas Station was rebuilt several years ago, their request required an amendment to the same planned development.

PLANNING & ZONING ANALYSIS

Zoning History

- The existing property is zoned B3 Planned Business Center, and Spoerlein Commons Development was improved in 1983 as part of Ordinance 83-8. The approved development included a total of 51,050 square feet of office and retail space.
- The subject property is currently improved with approximately 41,180 square feet of commercial and office space in multiple buildings in the Spoerlein Commons Development.
- The development was approved for two additional outbuildings (2,000 square feet total), which were never constructed. Based on staff's research, we have found an approved set of drawings from 1989 which shows two 1,000 square foot outbuildings (combined total of 2,000 square feet).



Site Plan

- Dunkin Donuts is currently located in the southwest corner unit of the existing retail building and is looking to expand their services by including a drive-through.

- To accommodate the new building, parking would be relocated to the open area originally identified for the 2 outbuildings.
- There are no changes being made to the existing buildings.
- The proposed new building would be 26' in height to the top of the tower, 16' in height to the top of the roof building.
- The outbuilding is setback approximately 91' from Route 83. Pursuant to the Zoning Ordinance, the building is to be setback the same distance as the height of the building (26').
- The outbuilding meets all the setback requirements as outlined in B3 Planned Business District.

Parking & Traffic

- Access into Spoerlein Commons and the outbuilding will remain the same with access points on the South from Route 83, access on the west from Courtland Drive, and access on the east from Ranchview Court.
- The petitioner has provided a traffic analysis from Kimley Horn consultants who have indicated that the existing traffic conditions can accommodate the Dunkin Donuts outbuilding with the drive-through facility.
- The existing development currently has 161 parking spaces for the 41,180 square foot development, which does not meet our current code requirements.
- It should be noted that the 161 parking spaces were intended to serve both the existing 41,180 square feet but also the additional 2,000 square feet, which was not built. As a result of the change, a total net increase in square footage would be approximately 800 square feet.
- With the proposed outbuilding for Dunkin Donuts a total of 164 parking spaces will be provided.
- As per Section 17.36.040 a variance will be required for the parking requirements based on the existing and future tenant uses with a deficit of 40 parking spaces. However, it should be noted that the parking supply provided is able to accommodate the Spoerlein Commons at full occupancy and the proposed Dunkin Donuts outbuilding with a drive through establishment as per the parking analysis provided by Kimley Horn consultants.
- Staff also had our Village traffic consultant, Gewalt Hamilton & Associates (GHA) to review the parking memo and proposed plans. GHA found that the proposed development would provide sufficient parking.

Drive-through

- The drive-through must have a stacking of 10 vehicles. The proposed Dunkin Donuts outbuilding provides stacking of 10 vehicles lined up against the west property line and meets Code.
- The proposed stacking of 10 vehicles and the orientation of the parking lot on the North allows for effective traffic circulation within the Spoerlein Commons Development as depicted in the traffic analysis.

Stormwater

- The petitioner has provided a preliminary storm water report.
- The proposed project meets the storm water requirements.
- The preliminary engineering plans as proposed have been reviewed by the Village Engineer. As a condition of approval, final engineering will have to be submitted in a manner acceptable to the Village.

Building Elevations

- The proposed elevations of the outbuilding include an overall building height of 16' including the sloping roof, and a 26' tall tower with a cross roof towards south portion of the building.
- The proposed outbuilding will comprise of white siding in attempt to match the existing Spoerlein Commons color scheme. The tower has the Dunkin Donuts orange brand color to complement the white siding.
- Overall, Staff finds that the elevations are nicely done and supports the appearance of the new outbuilding.

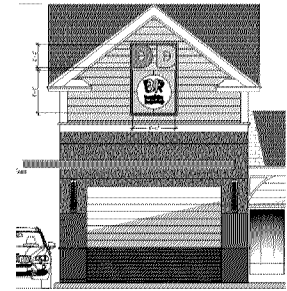


Signs

- The petitioner is proposing a total of five signs which include 2 wall signs (Dunkin Donuts and Baskin Robbins), 1 channel letter wall sign, one clearance bar, and a menu board sign.
- The 2 wall signs on the tower and one channel letter wall sign on the building require a variance to allow for 2 extra wall signs. Pursuant to the Sign Code only 1 wall sign is permitted per development.
- The 2 wall signs on the tower building require a variance for height.
- The clearance bar, menu board sign and channel letter wall sign meet all requirements of the Sign Code.

Tower Sign

- The Petitioner is proposing 2 wall signs on the east and south elevations on the tower of the Dunkin Donuts building which requires a variance.



East elevation wall sign

East Elevation Sign:

- The east elevation wall sign measures 6'-5" in height and 4' in length which includes both Dunkin Donut and the Baskin Robins Sign.
- The east elevation wall sign exceeds the maximum permissible height of the sign by 10", and hence requires a variance.
- This sign otherwise meets all the Code requirements.

South Elevation Sign:

- The south elevation wall sign measures 6'-5" in height and 8'-10" in length which includes both Dunkin Donut and Baskin Robins Sign.
- The south elevation wall sign exceeds the maximum permissible height of the sign by 10", and hence requires a variance.



South elevation wall sign

ACTION REQUESTED

Staff recommends that the Village Board approve an Ordinance Granting an Amendment to Ordinance 83-8 for a New Outbuilding, Special Use for a Drive-Through Facility, and a Preliminary Plan Approval with Variations to the Zoning Ordinance and Sign Code at Spoerlein Commons Shopping Development at 1131-1271 McHenry Road.

ORDINANCE NO. 2021 –

**AN ORDINANCE APPROVING AN AMENDMENT
TO ORDINANCE 83-8 FOR THE SPOERLEIN COMMONS PLANNED UNIT DEVELOPMENT (PUD) IN THE B-3
PLANNED BUSINESS CENTER DISTRICT**

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

**Spoerlein Commons Amendment
1131-1271 McHenry Road**

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

WHEREAS, 1131-1271 McHenry Road (hereinafter referred to as the “Property”) is currently improved with 41,180 square feet of commercial and office space in multiple buildings and was approved as a Planned Development in 1983; and,

WHEREAS, Whitestone REIT Operating Partnership LP (hereinafter referred to as “Petitioner” or “Developer”), is proposing amendment to the original Planned Development to allow for the construction of a 2,388 square foot outbuilding with a Dunkin Donuts and Baskin Robins drive-through establishment; and,

WHEREAS, the Petitioner has filed a petition requesting approval of: (1) an amendment to Ordinance 83-8 (2) a Special Use for a drive-through; (3) a Preliminary Plan; (4) a variation to Section 17.36.040 of the Zoning Ordinance reducing the required number of parking spaces; and (5) variations to the Section 14.16 of a sign code so that a new outbuilding (collectively, the “Development”) can be constructed on the Property; and,

WHEREAS, the proposed Development is being requested pursuant to the following exhibits:

EXHIBIT A	Complete Plan Set
EXHIBIT B	Minutes from the November 4, 2020 Planning & Zoning Commission Meeting

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on November 4, 2020 concerning the Development; 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 Development; and,

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

WHEREAS, the President and Board of Trustees of the Village of Buffalo Grove have determined that the amendment 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 Sign Code 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; (1) an amendment to Planned Development Ordinance 83-8; (2) a Special Use for a drive-through; (3) a Preliminary Plan; (4) a variation to Section 17.36.040 of the Zoning Ordinance reducing the required number of parking spaces; and (5) variations to the Section 14.16 of a sign code, subject to the following conditions:

1. The proposed development shall be developed in substantial conformance to the plans attached as part of the Ordinance and in accordance to Section 16.20.070 of the Development Ordinance.
2. The final engineering plans shall be submitted in a manner acceptable to the Village prior to final plan approval.
3. 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. The terms and conditions of approval set forth in Village Ordinance Ordinances 83-8 remain in full force and effect unless specifically modified by this Ordinance.

Section 4. 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
Spoerlein Commons Amendment
1131-1271 McHenry Road

EXHIBIT B
Minutes from the November 4, 2020 Planning & Zoning Commission Meeting

Spoerlein Commons Amendment
1131-1271 McHenry Road

Attachment: Ordinance (O-2021-3 : Consider an Amendment to Ordinance 83-8 for a New Outbuilding, Special Use for a Drive-Through)



September 25,2020

Planning and Zoning Commission
Village of Buffalo Grove
50 Raup Boulevard
Buffalo Grove, Illinois 60089

Re: Spoerlein Commons Dunkin' Donuts Drive Thru

Background

Spoerlein Commons was planned and developed as part of the Spoerlein Farm development. The plan was proposed by Midwest Development and approved by the Village of Buffalo Grove in 1983. Part of the approved commercial center plan included two small free standing buildings located along the western most part of the center. During the development of the property the plan for those building was modified to what is illustrated on the proposed Concept Plan as Proposed Future Building Expansion. Our research indicates that this is the current record plan of development. Those two buildings totaled approximately 4,480 sq. ft. and were never built.

Spoerlein Commons was purchased by Whitestone REIT in 2009. Since that time Whitestone has concentrated on property maintenance, some improvements and stabilizing the tenant base. One of the long-term tenants, Dunkin Donuts, has expressed the need for a drive thru facility to serve the growing morning demand for quick serve coffee and breakfast. That market need has caused several planning exercises to accommodate Dunkin Donuts. The attached plan is the one preferred by Whitestone and their client.

The Concept Plan

A Concept Plan was prepared and presented to the Planning & Zoning Commission in November, 2018. That Concept Plan illustrated that in lieu of the previously approved buildings, the proposal would satisfy the need for a drive thru with a proposed 2,800 sq. ft. building. The new building would house Dunkin Donuts and Baskin Robbins. This would require the reconfiguration of some of the existing parking lot with no loss of the total number of parking spaces. The building's drive thru would accommodate stacking for 9 cars. The drive thru would minimize peak time parking conflicts with no additional impact on the other retail and office users. A Parking Study was authorized and concluded that the parking is adequate for the existing uses and for the proposed. The reconfigured parking would be more convenient to these other tenants.

Very preliminary building elevations, landscape and civil engineering were also presented to support the Concept.

While the Commission was generally favorable, considerable detail and some refinement were necessary. Those details and refinements have been completed and a full set of Plans and studies are part of this submittal for review, comment and approval.

Refined Submittal

The refined submittal consists of a 14 page set of drawings which includes a site plan, architecture, civil engineering and landscape plans. Also included are a Parking Memo, Traffic Memo, Driveway Spacing Exhibit and a Preliminary Storm Water Management Report. These exhibits and reports respond to the comments from the Commission during the Concept Plan review as outlined below.

Parking/Stacking

With the completion of the architecture and more detailed site plan address:

- Designate employee parking near drive thru stacking- **the revised site plan has reconfigured the drive thru stacking to eliminate conflicts with the parking field**
- Parking area for drive thru waiting- **illustrated on the revised site plan**
- Coordinate handicap spaces with building entry(ies)-**Illustrated on the revised site plan**
- Drive thru stacking- **Stacking has been revised to show 10 stacking in the drive thru**

Traffic/Circulation

- Traffic counts on Rt. 83- **Addressed in the Traffic Memo**
- Internal circulation- in/out at main entry and each of the other two- **Addressed in the Traffic Memo**
- Main entry location and/or minor modifications to improve circulation- **Driveway Spacing Exhibit illustrates the potential conflicts which occur with a relocated driveway. The Traffic Memo addresses other modifications.**
- With sign package- internal wayfinding- **The wayfinding signage is illustrated on the site plan.**

Architecture

- Seating capacity inside and patio- **Noted on the architecture**
- Building height- compare to existing- **Noted on the architecture**
- Location of order box- **Illustrated on the Site Plan**
- Details as required for submittal- **Considerable detail included.**

Operations

- Cook to order? Time to complete/stacking?
- Manager should attend Hearing- **Manager will attend and address operations**

Civil Engineering

- Detention details-**Addressed in the Storm Water Report**

Other

- Need sign package and landscape plan- **Included in the package.**

Note that the concepts discussed with the Concept Plan are largely maintained with the more detailed plans. The proposed building was reduced in size from 2,800 sf to 2,388 sf. With the more detailed planning efforts the layout and circulation have been improved.

We understand that the drive thru requires a Special Use permit. The standards for reviewing that aspect of the proposal are as follows:

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;

The restaurant use is existing. They have many customers who park and run in, run out for service. The drive thru will serve those customers without impacting the provided parking. It represents an improvement and therefore is not detrimental.

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 freestanding drive thru restaurant is smaller than the previously approved "out lots". Therefore is in harmony with the appropriate, orderly development of the shopping center.

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 in the neighborhood;

The proposed is an improvement to the functionality of the shopping center for reasons noted above. It is not injurious to the use and enjoyment nor will it impair the property values 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;

The establishment of this drive thru has no impact on adjacent land and uses. Note that is located immediately adjacent to a drive thru car wash on a neighboring property.

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

The proposed engineering plan and traffic study addresses all the necessary facilities. They are adequate.

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 parking and traffic studies address this point and find all related infrastructure to be adequate.

To summarize the Special Use request, we believe that it in keeping with the overall Spoerlein Commons Shopping Center with no negative impacts.

The Planning Staff has identified two variations to the Village Zoning Code in order to permit the development as submitted. They are as follows:

Zoning Ordinance:

- a) A Variation to Section 17.36.040 of the Zoning Ordinance to allow for a reduction to the minimum number of parking spaces required for both Spoerlein Commons Building and the Outlot Building in total.

The Parking Study address this in detail and finds that based on actual observations of parking demand the parking is more than adequate. It is consistent with the 1983 approved plan.

Sign Code:

- a) A Variation to Section 14.16 of the Sign Code to allow for four extra wall signs on the east and south elevations of the proposed outlot building.

There are 2 businesses in the proposed building, Dunkin Donuts and Baskin Robbins. The signs as proposed are part of the Next Generation corporate branding and we believe are appropriate for this location.

- b) A Variation to Section 14.16 of the Sign Code to allow for the wall signs on the east and south elevations of the proposed outlot building to exceed the maximum allowable height of the sign.

Same response as outlined in a) above.

We look forward to the presentation and your questions and comments. We believe that this is an appropriate use and is conformance with the approved plan and the continuing success of Spoorlein Commons.

Rick Burton
Land and Entitlement Consultant
WHITESTONE REIT

PROJECT NO. 27121116
DATE 03/24/2020
SCALE 1"=20'
PROJ. MGR. PCL
PROJ. ASSOC. RAG
DRAWN BY TJM

2 of 4 SHEET

THESE PLANS ARE PRELIMINARY IN NATURE AND FOR REVIEW ONLY. THEY ARE SUBJECT TO CHANGE PENDING MORE DETAILED ENGINEERING & ARCHITECTURAL DESIGN.

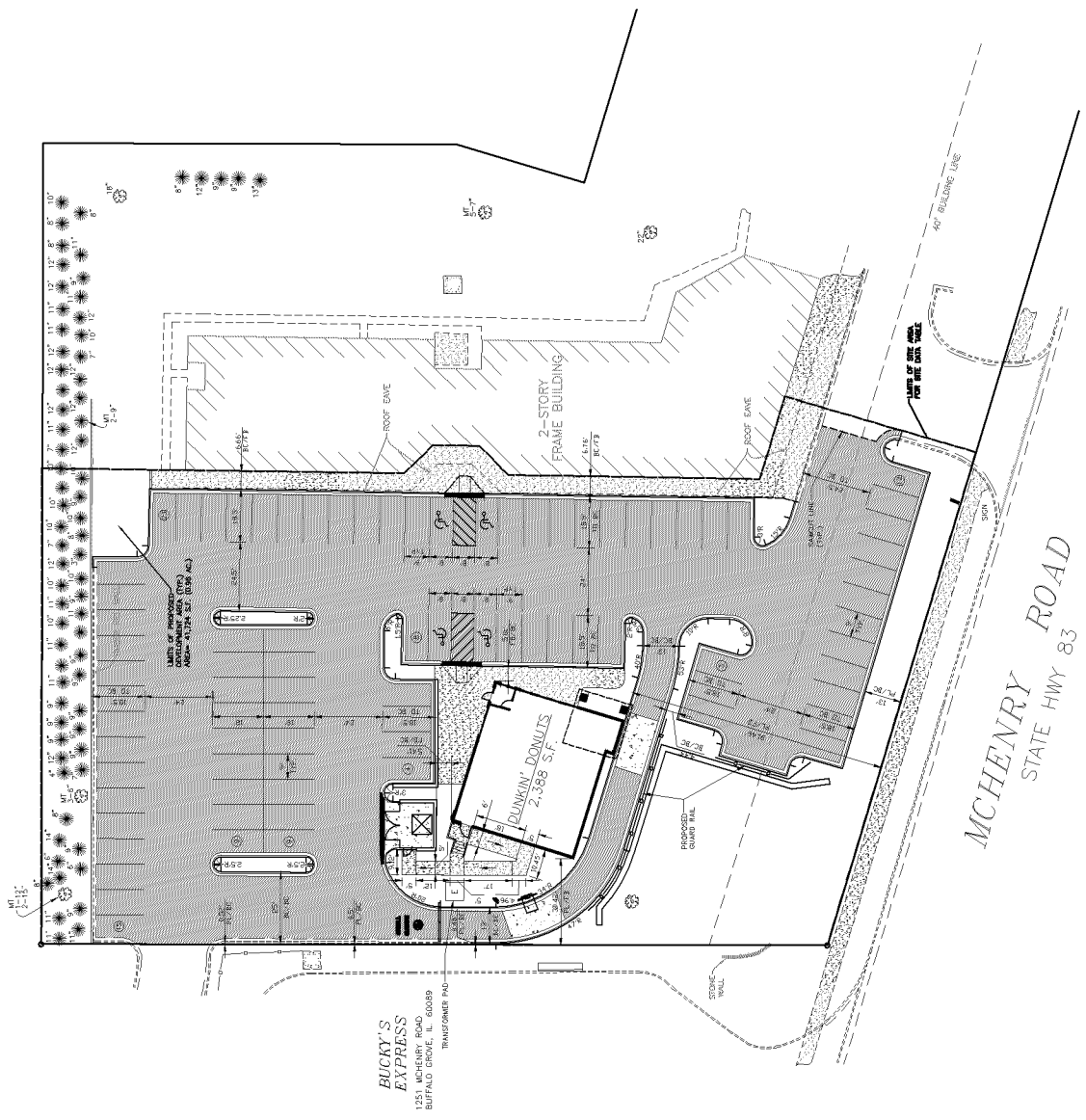
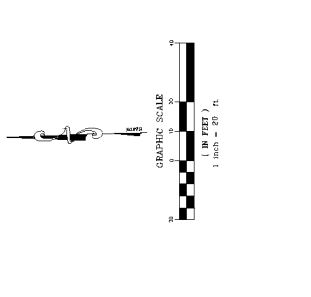
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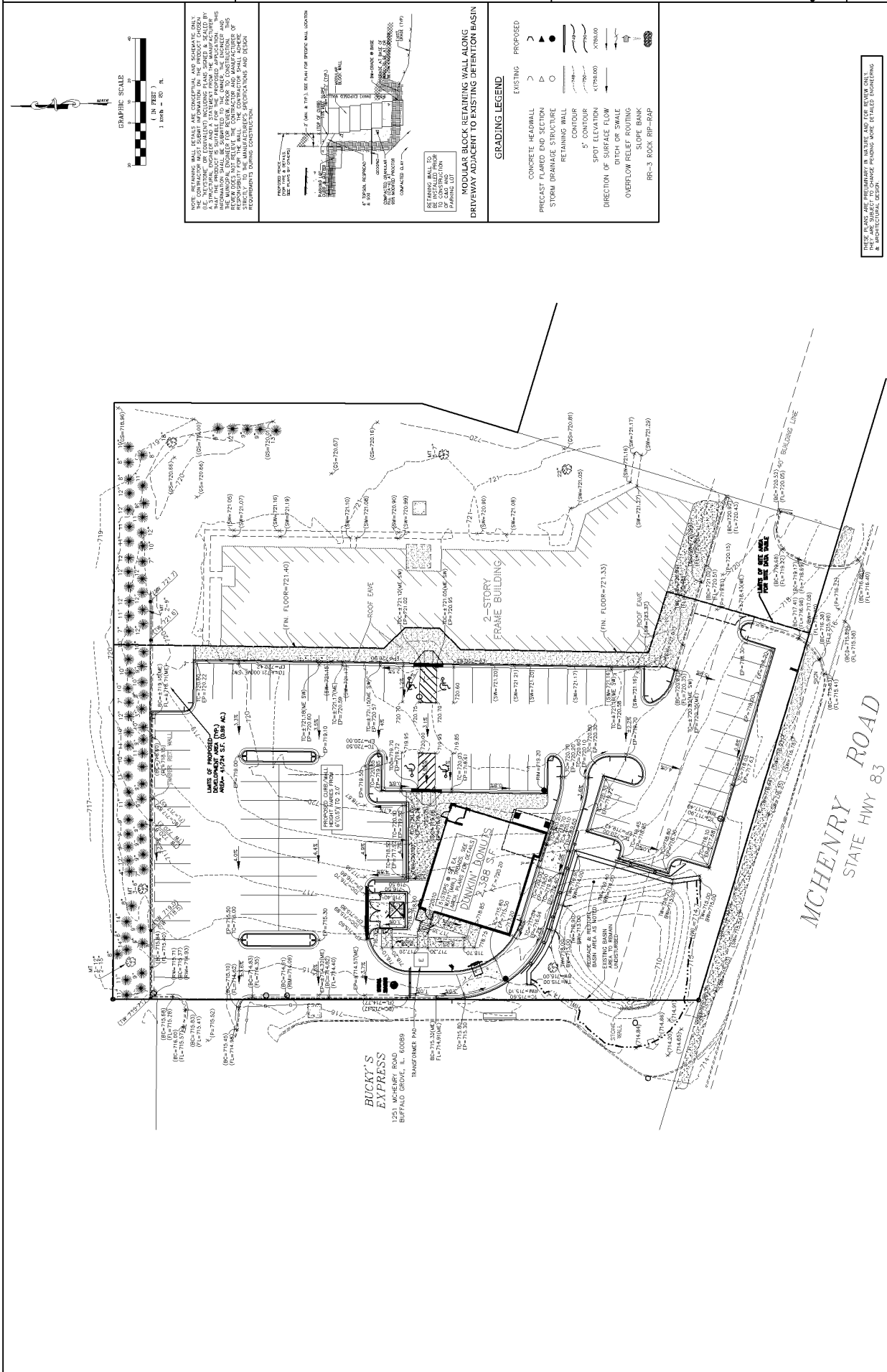
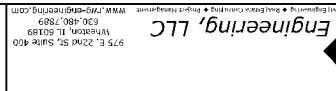
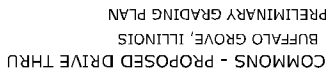
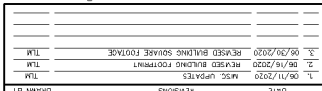
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SPÖERLEIN COMMONS - PROPOSED DRIVE THRU
BUFFALO GROVE, ILLINOIS
PRELIMINARY SITE GEOMETRIC AND PAVING PLAN

Engineering, LLC
975 E. 22nd St., Suite 400
Whateen, IL 60189
630.480.7889
www.rtg-engineering.com

	SEWAL, INFORMATION, LEGEND	
	NEW SEWAL, INFORMATION, LEGEND, DUTY	
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Wheaton, IL 60189
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PROJECT NO. 27112116
DATE 03/24/2020
SCALE 1"=20'
PROJECT NO. 27112116
PROJECT ASSOC. RMD
DRAWN BY TLM
SHEET

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PRELIMINARY- FOR REVIEW ONLY

London 9/27/2016 = RECEIVED FROM CONSUMERS' UNION FOR THE PROTECTION OF THE ENVIRONMENT, 110, PLACE DE LA LIBERTÉ 75001 PARIS 13E FRANCE
JURY NO. 2000 10 29-33 am. Ausliefer: 22.08 (LMS Tech)

SPORLEIN COMMONS - PROPOSED DRIVE THRU
BUFFALO GROVE, ILLINOIS
PRELIMINARY UTILITY PLAN

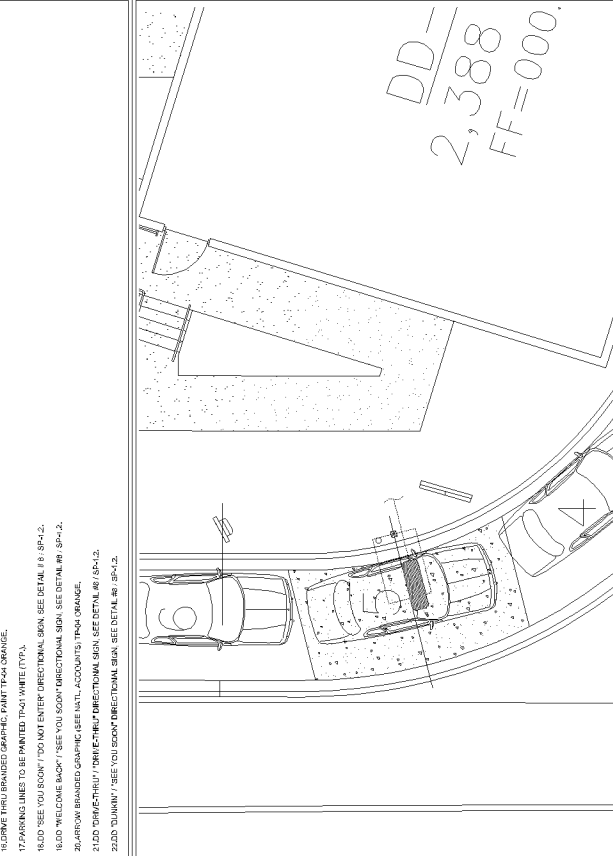
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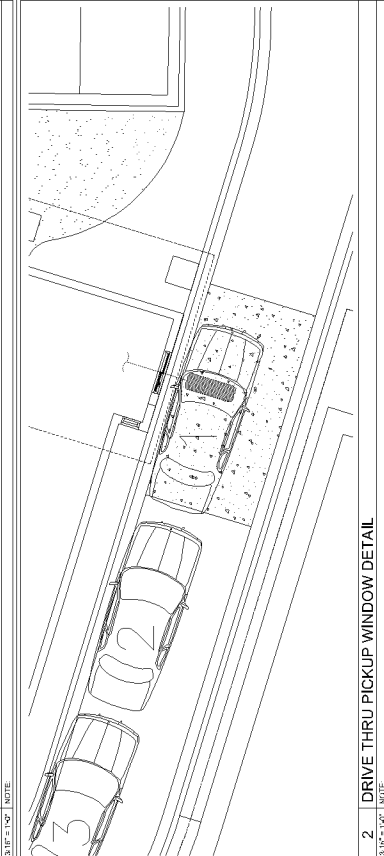
SITE NOTES:

1. LOCATE VEHICLE MENU SYSTEM IN CAR FROM THE DRIVE THRU WINDOW. PREVIEW BOARD AT 2ND CAR BEHIND. REFER TO SITE PLAN.
2. CONSULT APPLICABLE LOCAL ORDINANCES AND LAWS FOR ALL SPECIAL SITE DESIGN REQUIREMENTS.
3. CURB RAMP: SEE DETAIL DRAWINGS.
4. PARKING SPACE AND DRIVEWAY DIMENSIONS MAY VARY PER LOCAL CODE.
5. CONCRETE PAD AT DRIVE THRU LOOP DETECTORS SHOULD MATCH THE ADJACENT LOT SURFACE MATERIAL, AS MUCH AS POSSIBLE. PROVIDE BLACK STAINED CONCRETE WHEN USED ADJACENT TO ASPHALT MATERIAL.
6. REFER TO CONSTRUCTION SPECIFICATION ON Q&A SHEETS FOR ADDITIONAL SITE PLAN INFO.
7. Q&A TO COORDINATE WITH OWNER: EXACT SIZE OF PAD FOR MENU BOARD, SIGNAGE TOWEL, CANOPY & ORDER INFORMATION BOARD - SEE VEHICLE FOR MOUNTING REQUIREMENTS & FOR COMPLETE LIST OF REQUIREMENTS.
8. Q&A TO PROVIDE P&G CONSULT FOR ALL NEW LOCATIONS. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION ON LOOP REQUIREMENTS. SIGN-OUT AT EXITING LOCATION WHERE NECESSARY.
9. DRIVE THRU MENU SHOULD BE PLACED AT A 30° ANGLE TO DRIVING TRAFFIC WITH THE EXCEPTION OF THE FALL IN ONE CARPORT CENTRAL MENU BOARD OPTION.
10. DRIVE THRU WINDOW TO DRIVE THRU TRAFFIC MONITOR ADJACENT TO DRIVE THRU WINDOW.
11. 1.25X10" THICK CONCL. PAD W/ 1/8" SPAC. GRADING LOOPS. TOP OF SLAB SHALL BE FLUSH WITH PAVEMENT. SEE DETAIL #2 / SP-4.1.
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3 DIGITAL SET UP EXPERIENCE SITE LAYOUT



2 DRIVE THRU PICKUP WINDOW DETAIL

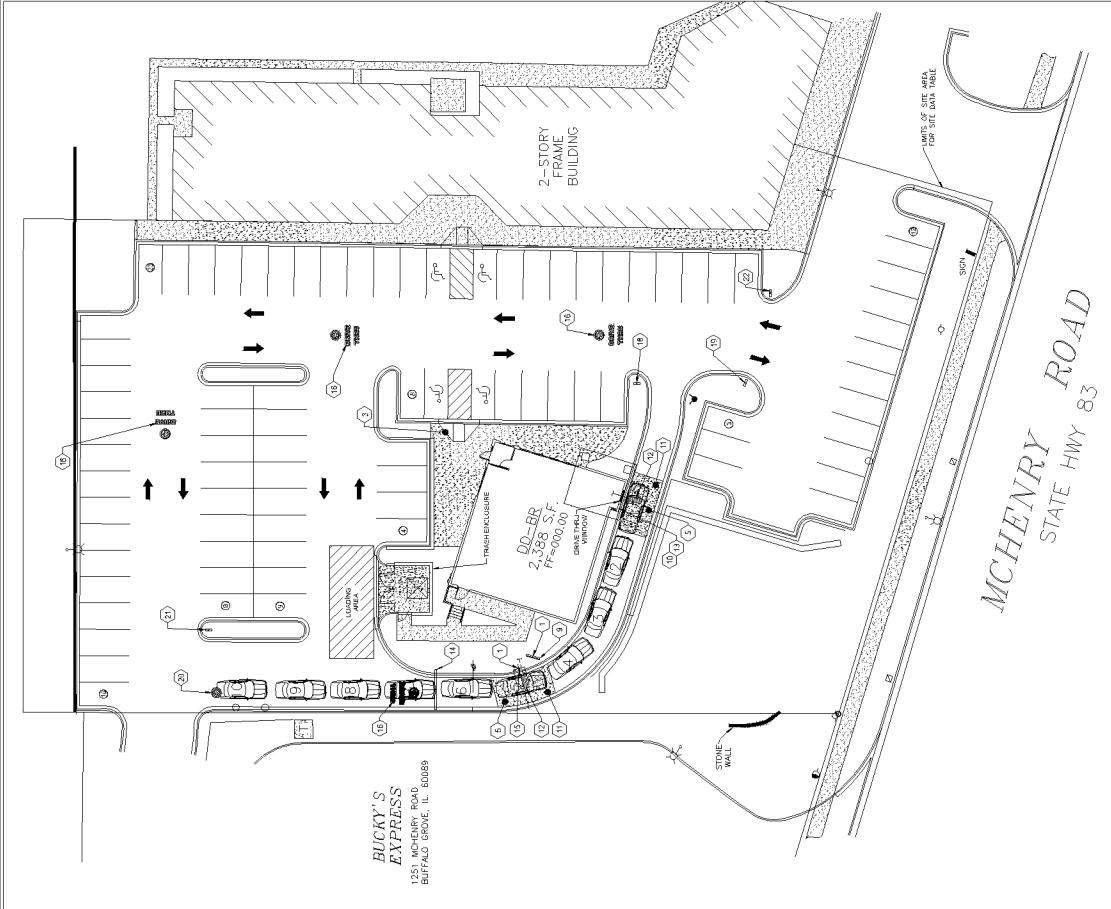


GENERAL NOTES

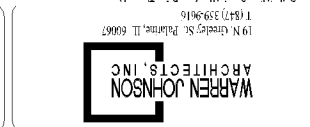
1. LOOP PLACEMENT IS DEFINED IN TERMS OF WHERE THE VEHICLE ENGINE BLOCK WOULD BE OVER THE LOOP IF THE CENTER OF THE DRIVERS SIDE WINDOW IS AT THE SERVICE POINT. THE GOAL IS TO ENSURE THERE IS ONLY ROOM FOR ONE VEHICLE BEHIND THE PREVIOUS LOOP AND THE MERGE POINT. THIS IS HOW SEQUENCING IS POSSIBLE.
2. REFER TO ELECTRICAL DRAWINGS FOR FURTHER INFORMATION ON CONDUIT LOCATIONS AND QUANTITY CORRESPONDING TO EACH DRIVE THRU SET UP OPTION.
3. REFERENCE TO MASTER SCHEDULE FOR TRAFFIC STOPPING POINTS.

SPACE ALLOCATION & TRASH ENCLOSURE GUIDELINES

1. PROVIDE CONCRETE PAD AND FENCE AROUND DUMPSTER. FENCE TO BE CHAR. LK. WITH 1/4" DIA. 3/4" ALUM. ALTERNATE TO BE RECLAIMED WOOD AND PLASTIC FENCE OR CHAIN LINK ENCLOSURE.
2. DUMPSTER ENCLOSURE MUST BE ADJ. BY LOCAL COMMUNITY CODE.
3. GENERALLY IF (2) 6-YARD TRASH DUMPSTERS ARE REQUIRED, DUNKIN' BRANDS RECOMMEND 18'X10' IF WOOD FENCE ENCLOSURE OR 18'X10' IF CHAIN LINK ENCLOSURE. STANDARD 6-YARD DUMPSTER DIMENSIONS ARE NOMINAL 7'6" WIDE BY 7'6" HIGH.
4. (2) 6-YARD TRASH DUMPSTERS WILL NOT FIT IN A 12'4" X 11'4" FENCED OR CHAIN LINK ENCLOSURE.



1 SCHEMATIC SITE PLAN



ISSUANCE SCHEDULE		
NO.	DESCRIPTION	DATE
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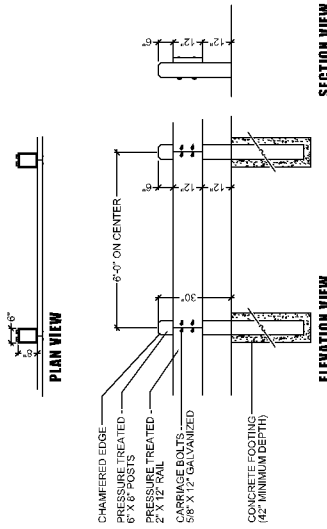
DUNKIN' DONUTS
SPOERLEN COMMONS
1151 MCHENRY ROAD
BUFFALO GROVE, IL 60089
LOCATIONS, DETAILS & NOTES

SP-1.0
Schematic Site Plan, Loop
Buffalo Grove, IL 60089
Dunkin' Donuts
SPOERLEN COMMONS
1151 MCHENRY ROAD
BUFFALO GROVE, IL 60089
LOCATIONS, DETAILS & NOTES

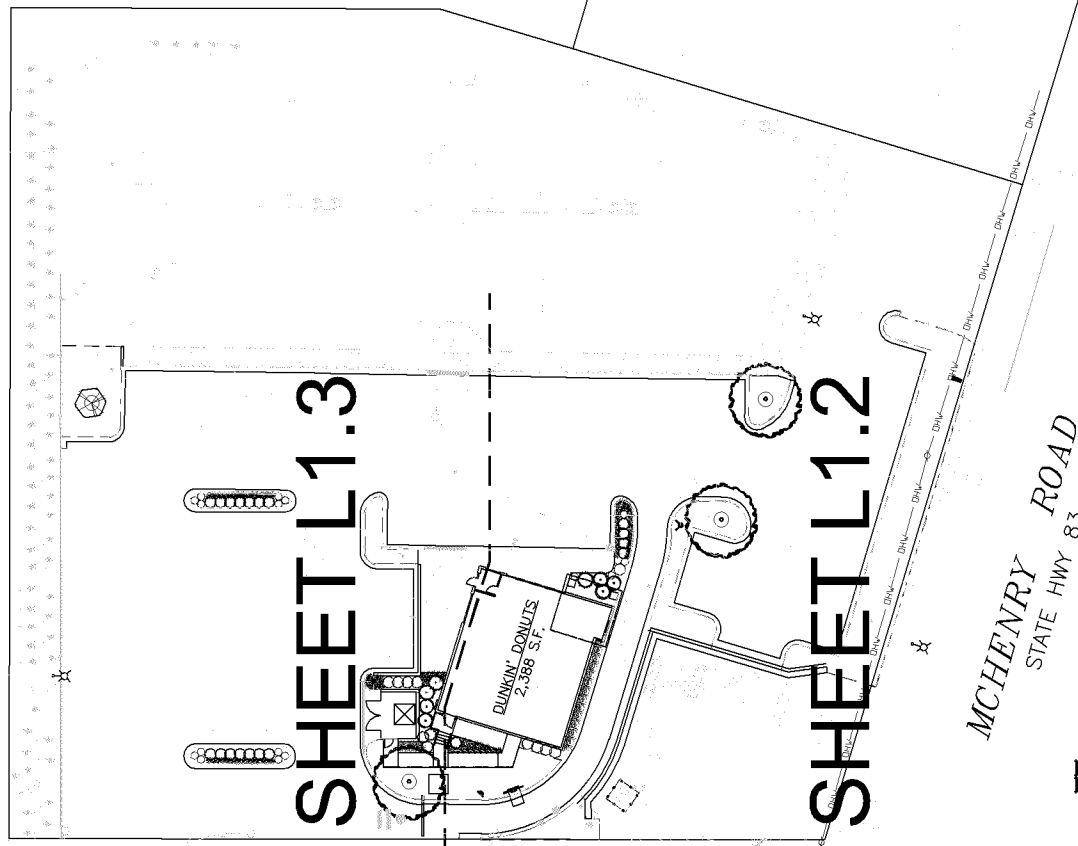
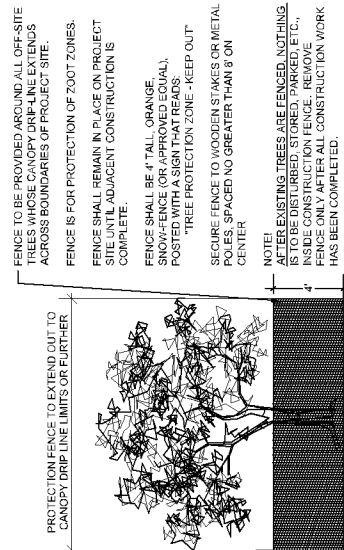
PLANT & MATERIALS LIST

CODE	QTY	SIZE	BOTANIC NAME	COMMON NAME
Shade Trees				
TSS	1	2.5" caliper	Nyssa sylvatica	Black Tupelo
TSS	2	2.5" caliper	Thuja occidentalis 'Stering Silver'	Stering Silver Linden
TOC	3	6" high	Thuja occidentalis 'Stering'	Emerald Green Arborvitae
On-Site				
Large Deciduous Shrubs				
HAA	4	7 Gal./30"	Hydrangea aborescens 'Annabelle'	Annabelle Hydrangea
HAA	18	7 Gal./30"	Hydrangea paniculata 'Bobo'	Bobo Panicle Hydrangea
P20F	18	30" high	Prunella x van der Meulen 'Van der Meulen'	Van der Meulen Dwarf
VDOF	8	48" high	Viburnum dentatum 'Dwarf Fom'	Dwarf Fom Anemwood Viburnum
VJ	5	48" high	Viburnum x juddi	Judd Viburnum
Small Deciduous Shrubs				
SHR	5	5 Gal./24"	Shea arvensis 'Gold Leaf'	Gold Leaf Shear
SHR	5	5 Gal./24"	Shea burnata 'Gold Flame'	Gold Flame Shear
Ornamental Grasses				
GRF3	17	3 Gal.	Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass
GRF3	92	1 Gal.	Spodiopogon heterolepis 'Tart'	Tart Prairie Dropseed
Grasscover	115	2.5" Pel	Pachystachya terminalis 'Green Carpet'	Green Carpet Spurge
Materials				
-	3	C.Y.	Soil Amendments	Soil Amendments
-	9	S.F.	Kentucky Bluegrass Seed	Kentucky Bluegrass Seed
-	4,595	S.F.	Brain Restoration	Brain Restoration
-	790	S.F.	Tree Protection Fence	Tree Protection Fence
-	32	L.F.	Guard Rail Fence	Guard Rail Fence
-	128	L.F.		

DETAIL: GUARD RAIL FENCE



DETAIL: TREE PROTECTION FENCE



PROPOSED CONDITIONS PLAN - LANDSCAPE, SHEET KEY
SCALE: 1" = 20'-0"



dickson design
STUDIO

528 SKYLINE DRIVE
ALGONQUIN, IL 60102
630.734.4019

CLIENT NAME AND ADDRESS

WARREN JOHNSON
ARCHITECTS, INC.
PALATINE, IL

PLAN DATE

MARCH 25, 2020

REVISIONS

1.	PER SITE PLAN, 6/24/20
2.	SIGNAGE VISIBILITY, 6/18/20
3.	BUILD S.F., 6/15/20
4.	
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PROJECT NAME AND SHEET TITLE

DUNKIN DONUTS
SPORLEIN COMMONS
1151 MCCHERY ROAD
BUFFALO GROVE, IL 60089

PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER

L1.1



dickson design
studio

526 SKYLINE DRIVE
ALGONQUIN IL 60102
847 878 4019

CLIENT NAME AND ADDRESS

**WARREN JOHNSON
ARCHITECTS, INC.**
PALATINE, IL

CLAIM DATE

MARCH 25, 2020

REVISIONS	
1.	PER SITE PLAN 6/24/20
2.	SIGNAGE VISIBILITY 6/26/20
3.	BLDG S.F. 6/30/20
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OBJECT NAME AND GUEST TYPE
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PROJECT NAME AND SHEET NO.

DUNKIN' DONUTS

SPOERLEIN COMMONS

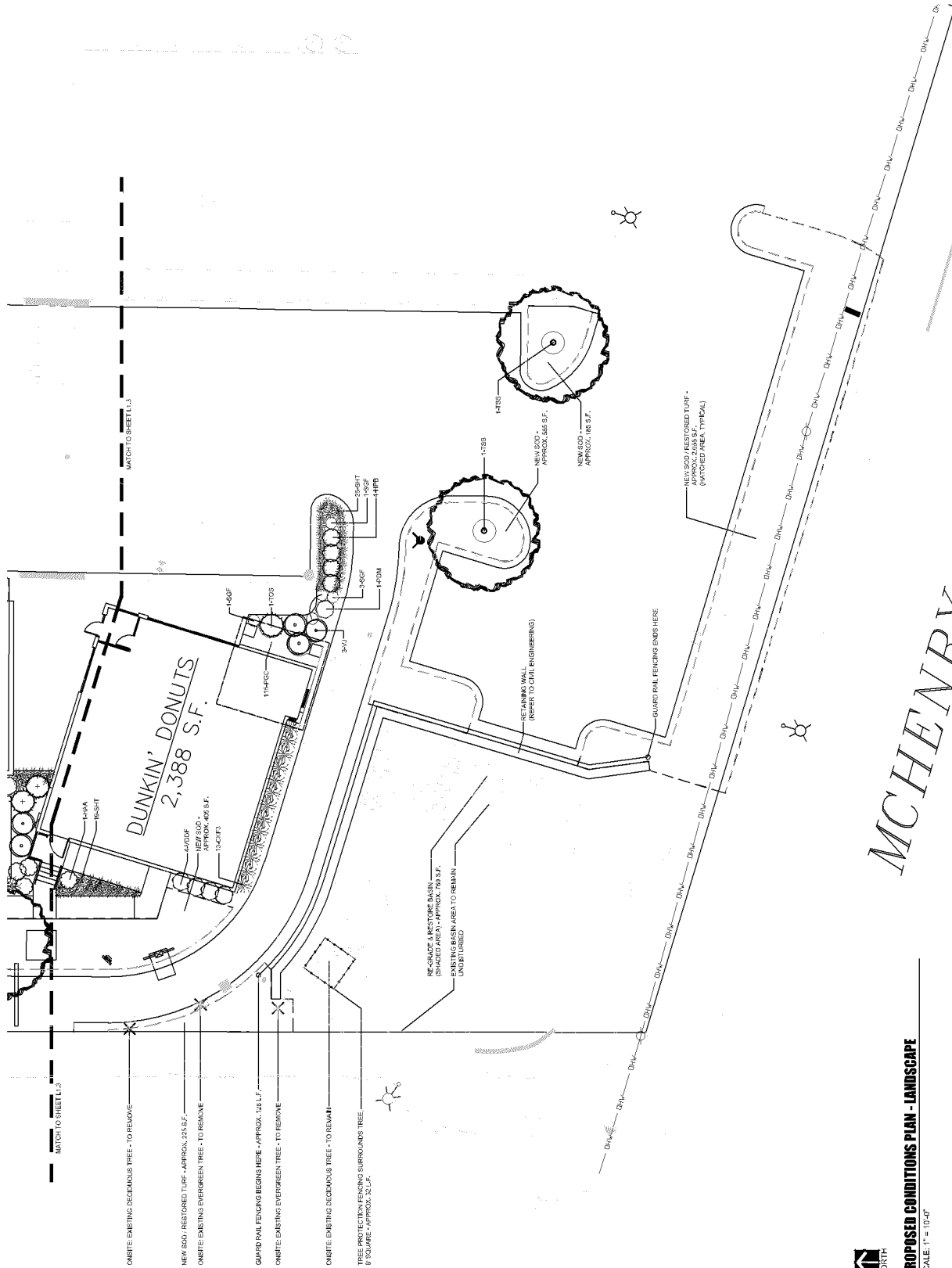
1151 MCHENRY ROAD

BUFFALO GROVE, IL 60089

CONFIDENTIAL - SECURITY INFORMATION

PRELIMINARY

SHEET 133HS



PROPOSED CONDITIONS PLAN LAUSCOPRE

PROPOSED G

MCHENRY



dickson design
STUDIO

526 SKYLINE DRIVE
ALGONQUIN IL 60102
847 878 4019

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CLIENT NAME AND ADDRESS

**WARREN JOHNSON
ARCHITECTS, INC.**
PALATINE, IL

PLAN DATE

MARCH 25, 2020

REVISIONS

1.	PER SITE PLAN 8/24/20
2.	SIGNAGE VISIBILITY 6/29/20
3.	BLDG S.F. 6/30/20
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PROJECT NAME AND SHEET TITLE

QUINVIN POWITS

COMMON IN COMMON

1151 MCHEMERY ROAD
SPUEHLIN CUMMINGS

RUFFALO GROVE IL 60089

PRELIMINARY LANDSCAPE PLAN

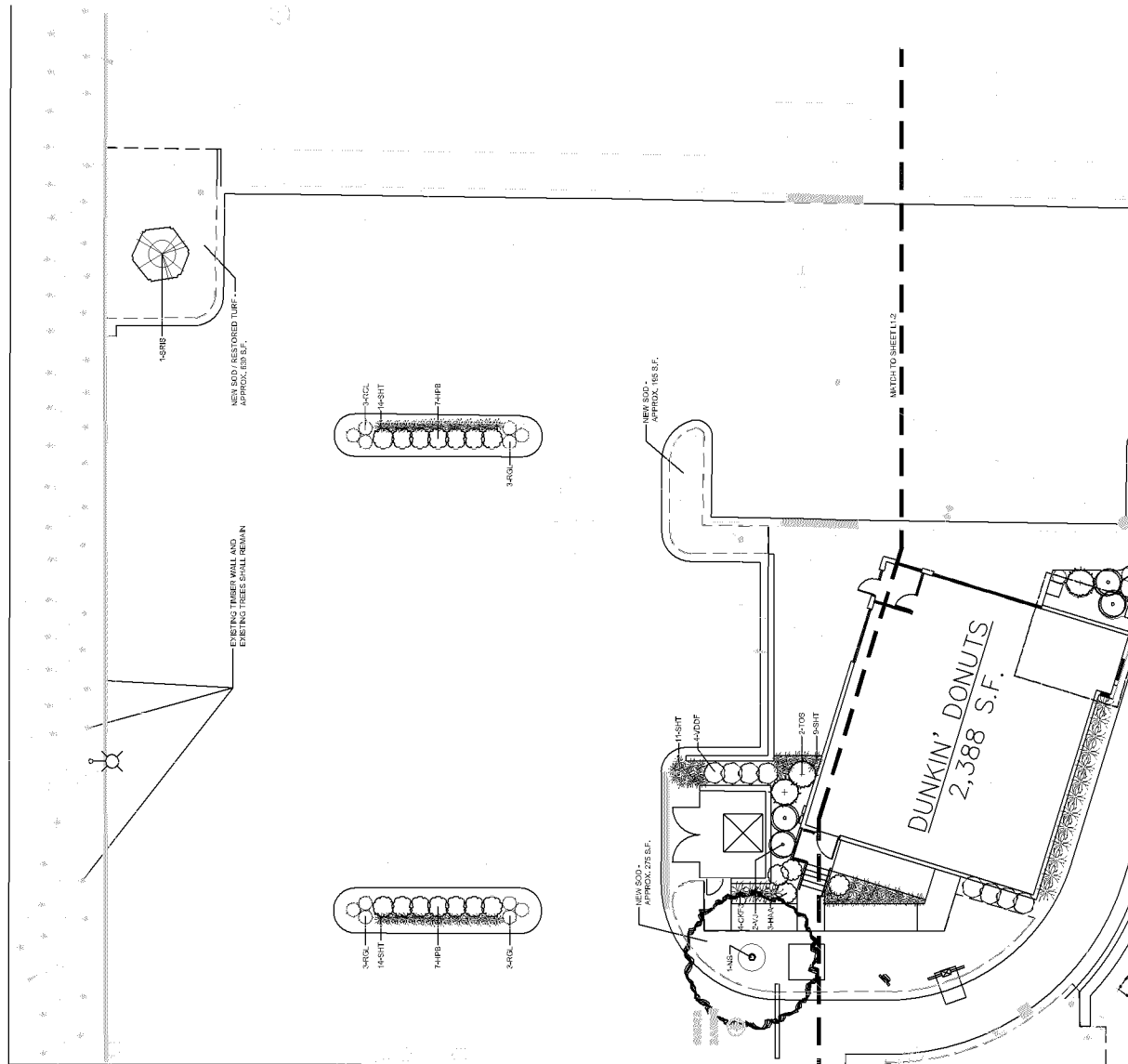
SHEET NUMBER

13



PROPOSED CONDITIONS PLAN - LANDSCAPE

SCALE: 1" = 10'-0"



NOTES:

1. THIS LAYOUT MEETS "QSD" STANDARDS.
2. FRANCHISEE'S ARCHITECT SHALL ENSURE 40" MINIMUM CLEAR ACCESS INTO AND THROUGHOUT THE STORE FOR DELIVERY OF LARGE EQUIPMENT ITEMS.
3. FRANCHISEE'S ARCHITECT TO VERIFY COMPLIANCE WITH APPLICABLE ADA AND CODE REQUIREMENTS FOR RESTROOM(S) AND ENTRANCE(S).
4. WINDOW(S) TO BE IN-FILLED, TINTED, OR BLOCKED OUT WITH APPROVED DBI WINDOW GRAPHICS.
5. UNSIGHTLY UTILITIES:
 - TO ENHANCE THE D/T EXPERIENCE PLAN ACCORDINGLY TO EITHER REMOVE OR SCREEN WHEN POSSIBLE.
6. DEFAULT WATER FILTRATION SYSTEM SHOWN. ARCHITECT TO HAVE WATER TESTED TO VERIFY ACTUAL SYSTEM REQUIRED. BOOSTER PUMP CAN BE ELIMINATED IF INCOMING WATER PRESSURE TO THE BUILDING IS 55PSI OR HIGHER.
7. DEFAULT EQUIPMENT FOOTPRINT SHOWN. ARCHITECT TO COORDINATE WITH FRANCHISEE TO DETERMINE ACTUAL EQUIPMENT REQUIRED.

= VIDEO DISPLAY UNIT

= > = VIDEO DISPLAY UNIT (opt.)

☐ = PRINTER

1459 SE Non-Retail

929 SF Retail

2388 SF Total

2 DRY DELIVERIES per WK.

ZKTED DELIVERIES per WK.

20 DZNS of Munchkins per WK

19 SEATS

31 LF Dry Storage Shelving

Age group	Number of people
0-14	10
15-24	8
25-34	6
35-44	4
45-54	3
55-64	2
65-74	1
75-84	1
85-94	1
95-104	1

CAUTIONARY NOTES:

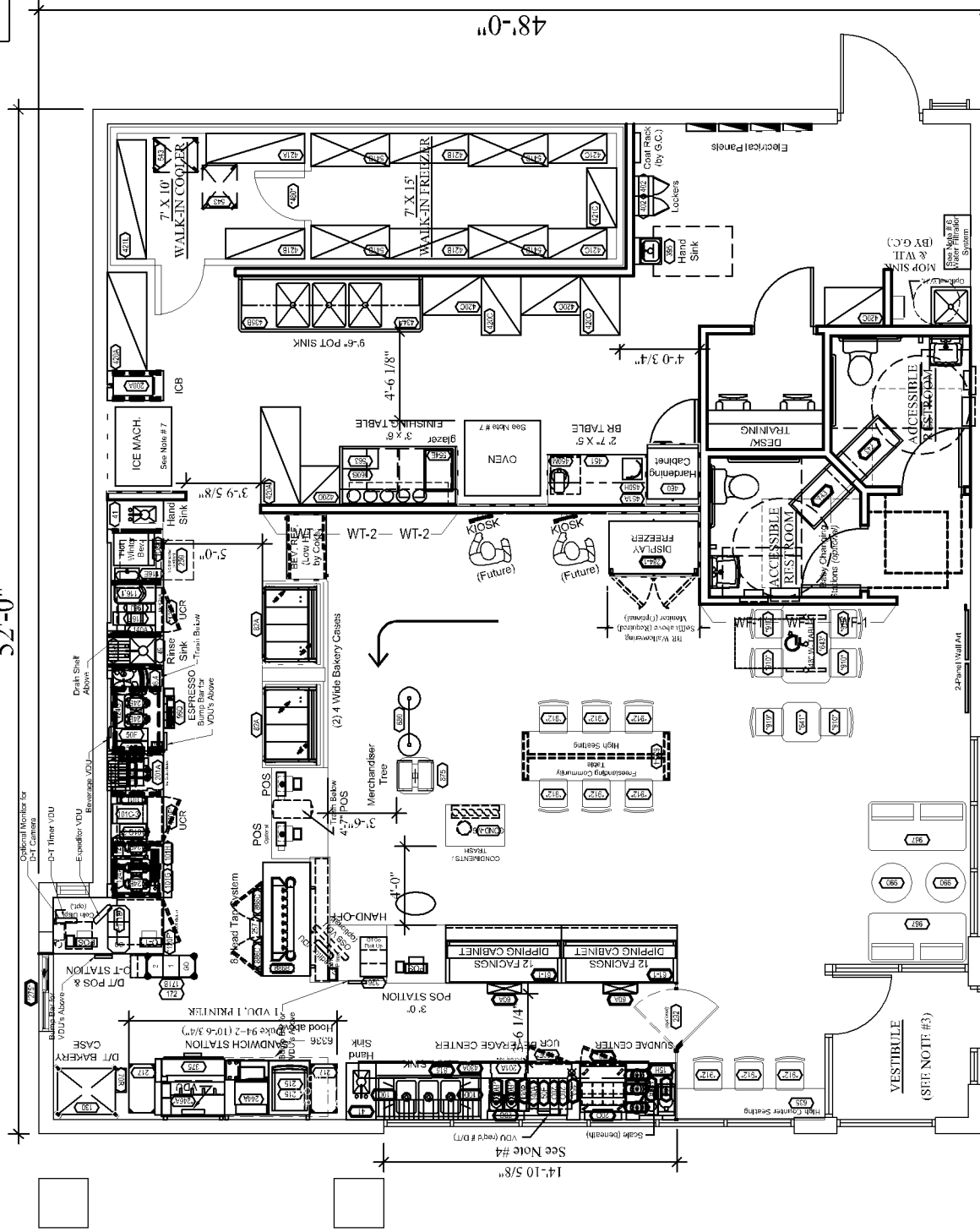
1. No optional BR Dairy Dispenser.
2. No secondary prep table shown (JBOD locations).

GENERAL NOTES:-

- Architect to ensure Restrooms are ADA compliant.

PDR REQUESTS:-

- 3 comp sink shown on Baskin-Robbins backline.
- Two 4x4 Bakery cases on the frontline.
- 24 dipping cabinet facings for Baskin-Robbins.



DDNEX^{GEN}LE

NOT GUARANTEE COMPLIANCE WITH ANY APPLICABLE CODES AND LAWS INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT, AS WELL AS OTHER ENGINEERS RETAINED BY THE FRANCHISEE, TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS, ORDINANCES, CODES AND OTHER REQUIREMENTS.

DUNKIN' / BASKIN-ROBBINS

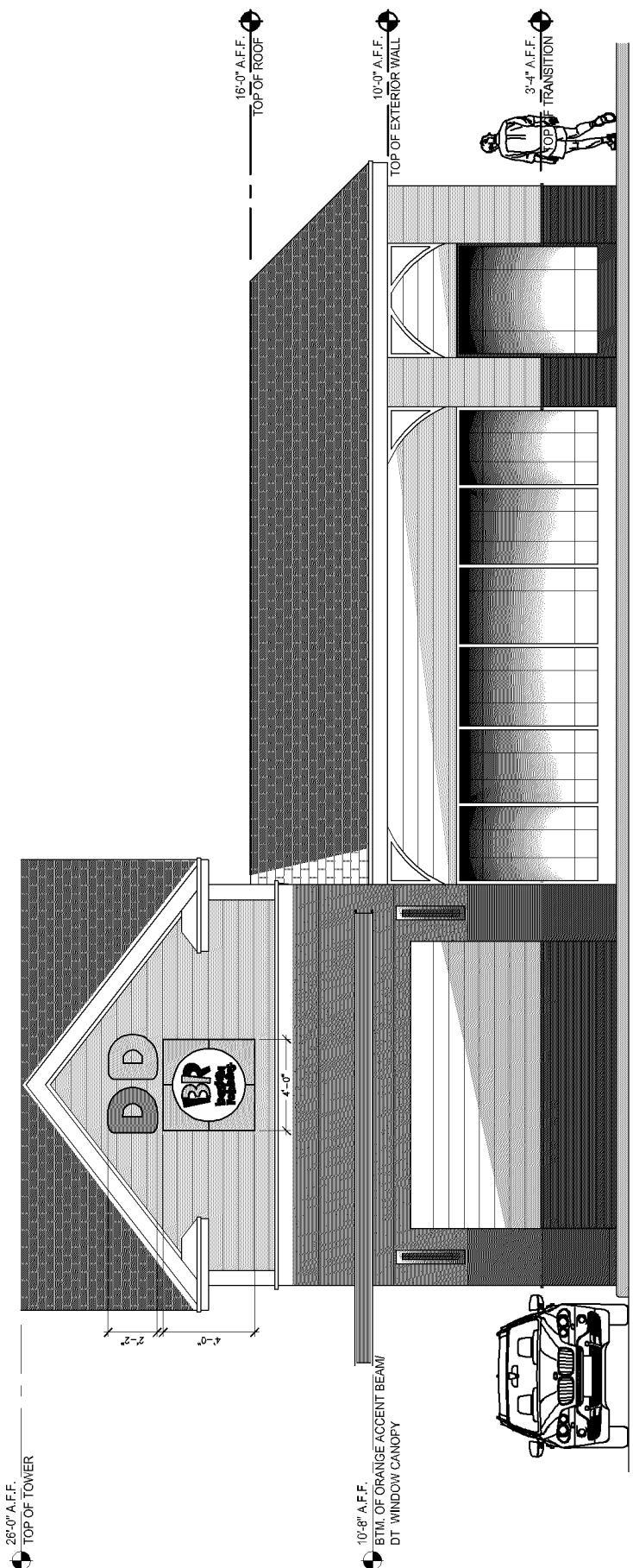
Address: 1207 McHenry Road, Buffalo Grove, IL

F'EE's Name: Haresh Patel

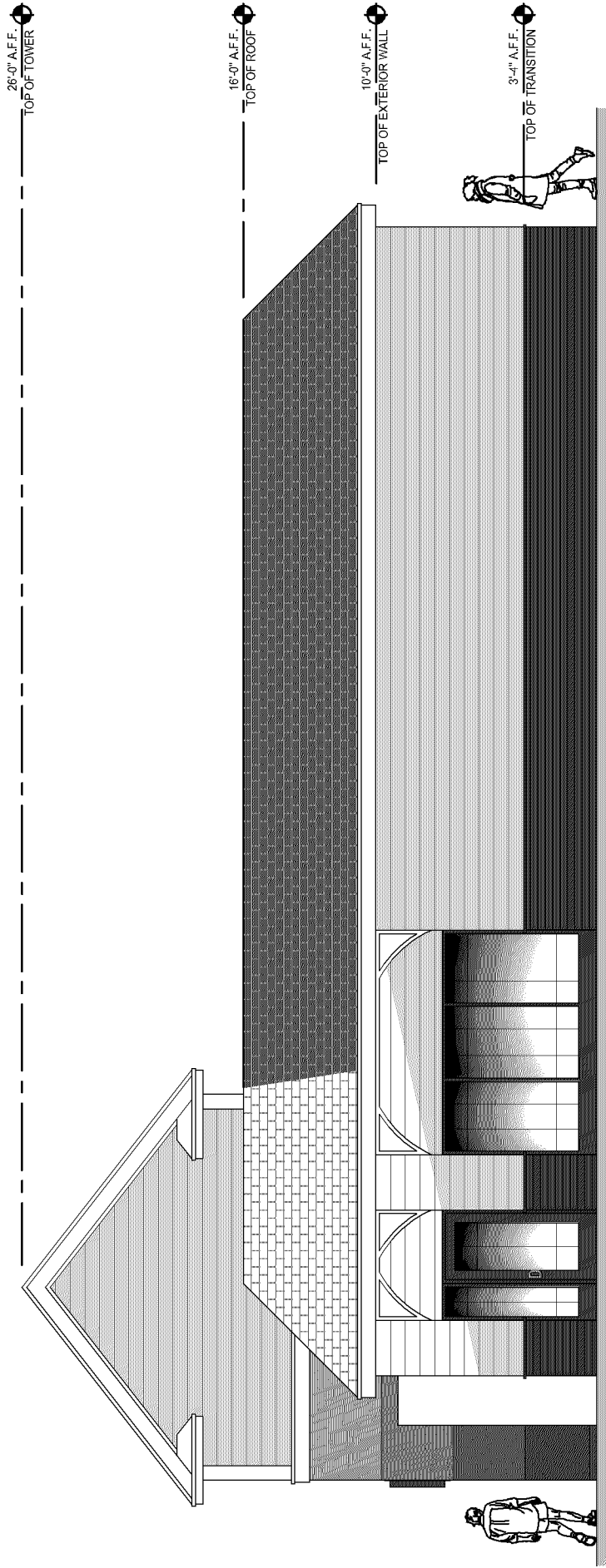
Designed: GMG	Scale: 3/16"=1'-0"
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Drawn: GMG	Date: 02/19/2020
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Checked: BAB	PC: Packet Pa 10
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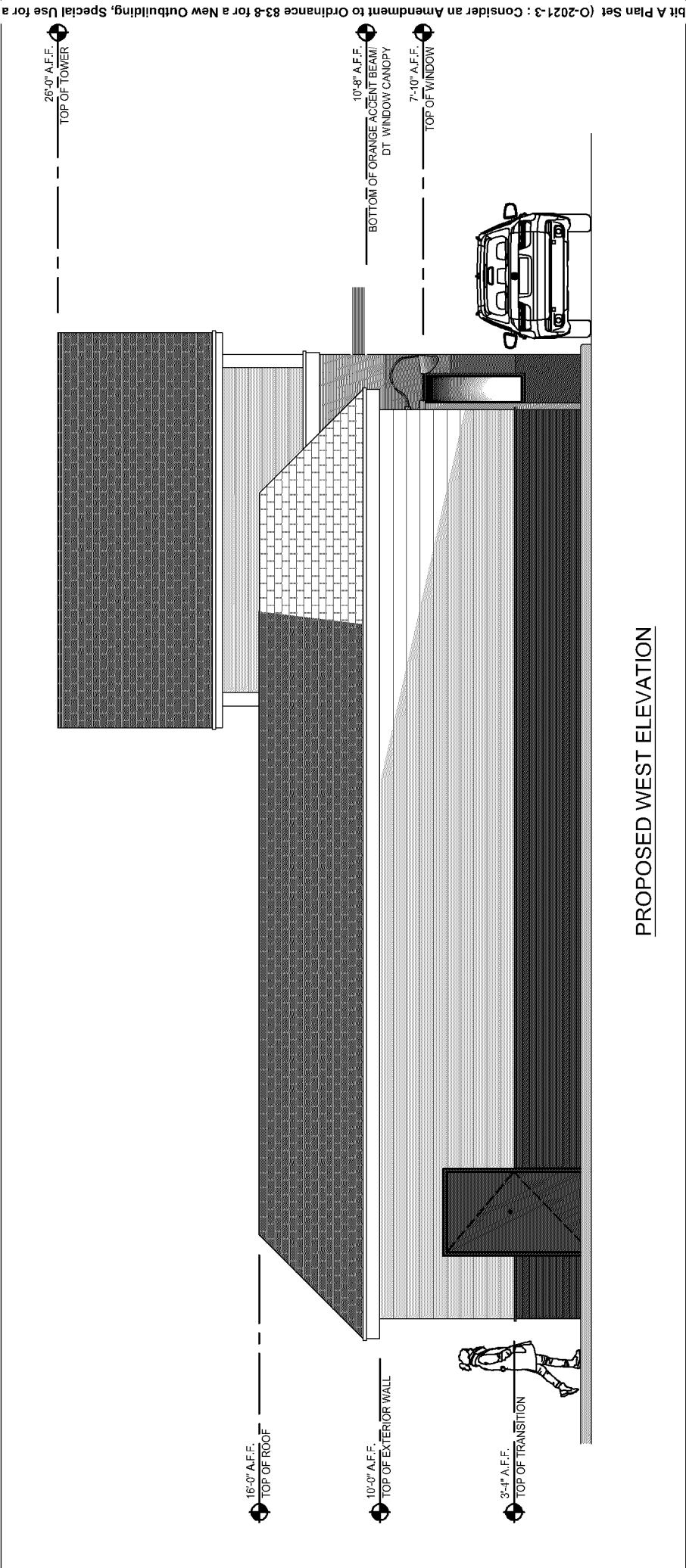


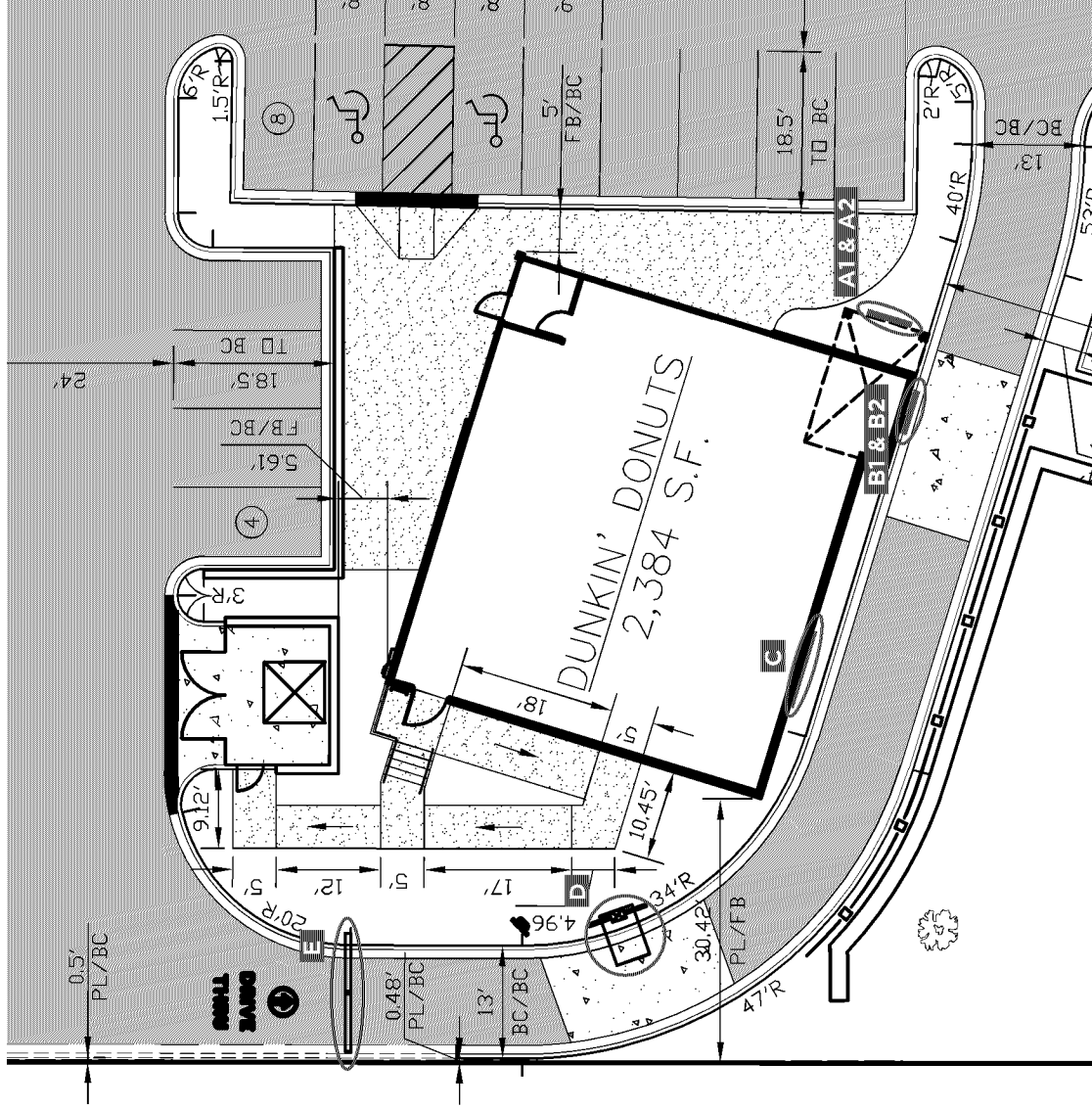
PROPOSED EAST ELEVATION



PROPOSED NORTH ELEVATION







McHenry RD

Customer Contact: DUNKIN'

Sales Rep: Raavi

Design By: NV



Approval states that contents of this proof are correct and the responsibility of the client

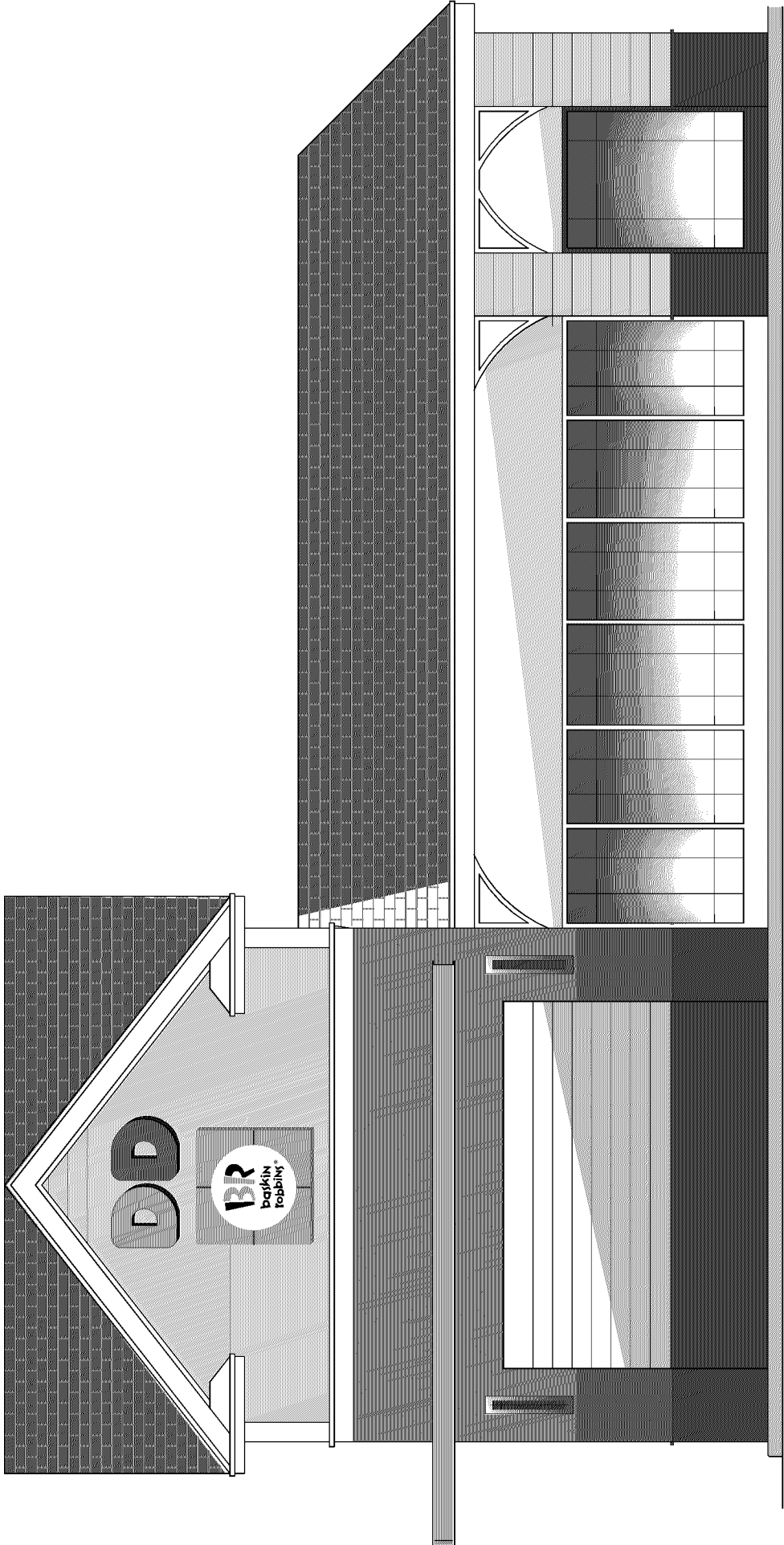
Please review Art for accuracy in:

Dimension • Layout • Spelling • Color

Approval Signature:

8088 McCormick Blvd., Skokie, IL 60076 • Phone: 847-324-5500 • Fax: 847-324-5502 • www.allsignscorp.com

Packet Pg. 54



Attachment: Exhibit A Plan Set (O-2021-3 : Consider an Amendment to Ordinance 83-8 for a New

Customer Contact: DUNKIN'

Sales Rep: Raavi

Design By: NV

Approval states that contents of this proof are correct and the responsibility of the client

Please review Art for accuracy in:

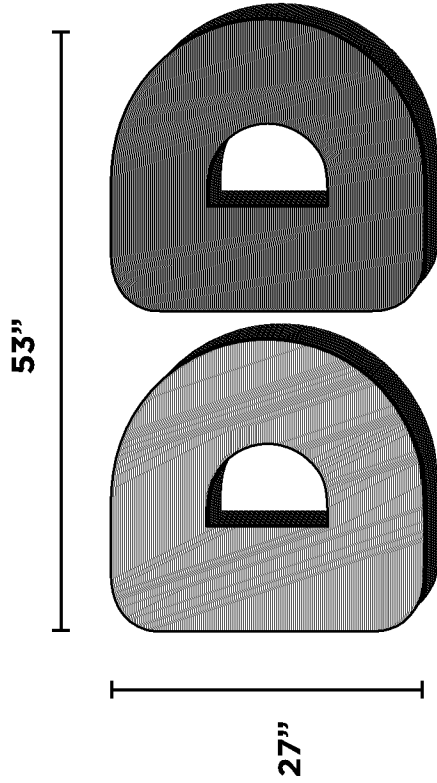
Dimension • Layout • Spelling • Color

Approval Signature:

Date:

8088 McCormick Blvd., Skokie, IL 60076 • Phone: 847-324-5500 • Fax: 847-324-5502 • www.allsigns.com

Packet Pg. 55



GENERAL SPECIFICATIONS:

Materials: .040 alum. returns; .063 Aluminum backs

Depth: 5"

Faces: 177 Optix 2406 white acrylic w/ vinyl first surface

Trimcap: 1"

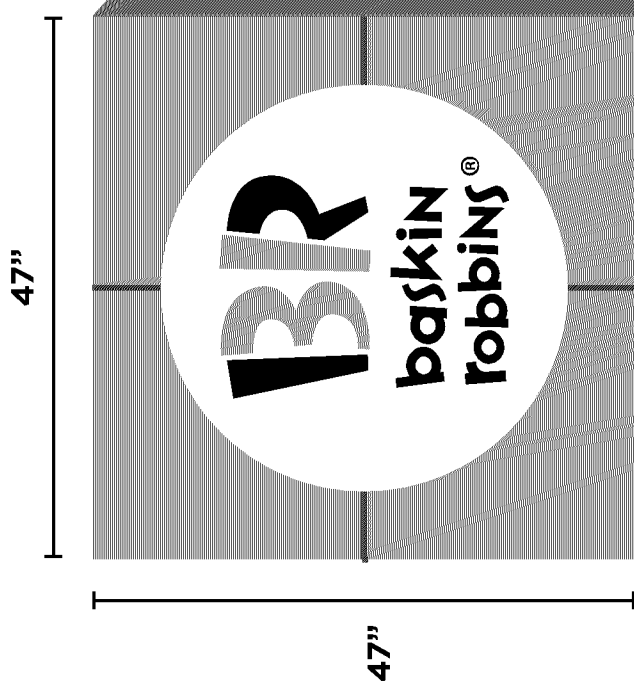
COLORS:

3M 3630-3123 Orange vinyl

3M 3630-1379 Magental vinyl

313 Bronze trimcap

Stock alumet charcoal gray returns



GENERAL SPECIFICATIONS:

Materials: .040 alum. returns;

Depth: 5"

Faces: 177 Optix 2406 white acrylic w/ vinyl first surface

Trimcap: 1"

COLORS:

PMS 287 3M #3630-157

PMS 224 ORACAL #8800-413

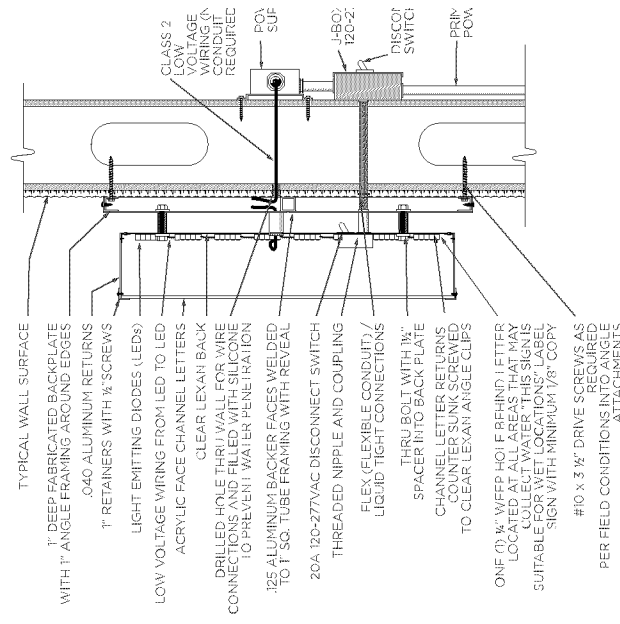
PMS 7540 3M #220-41

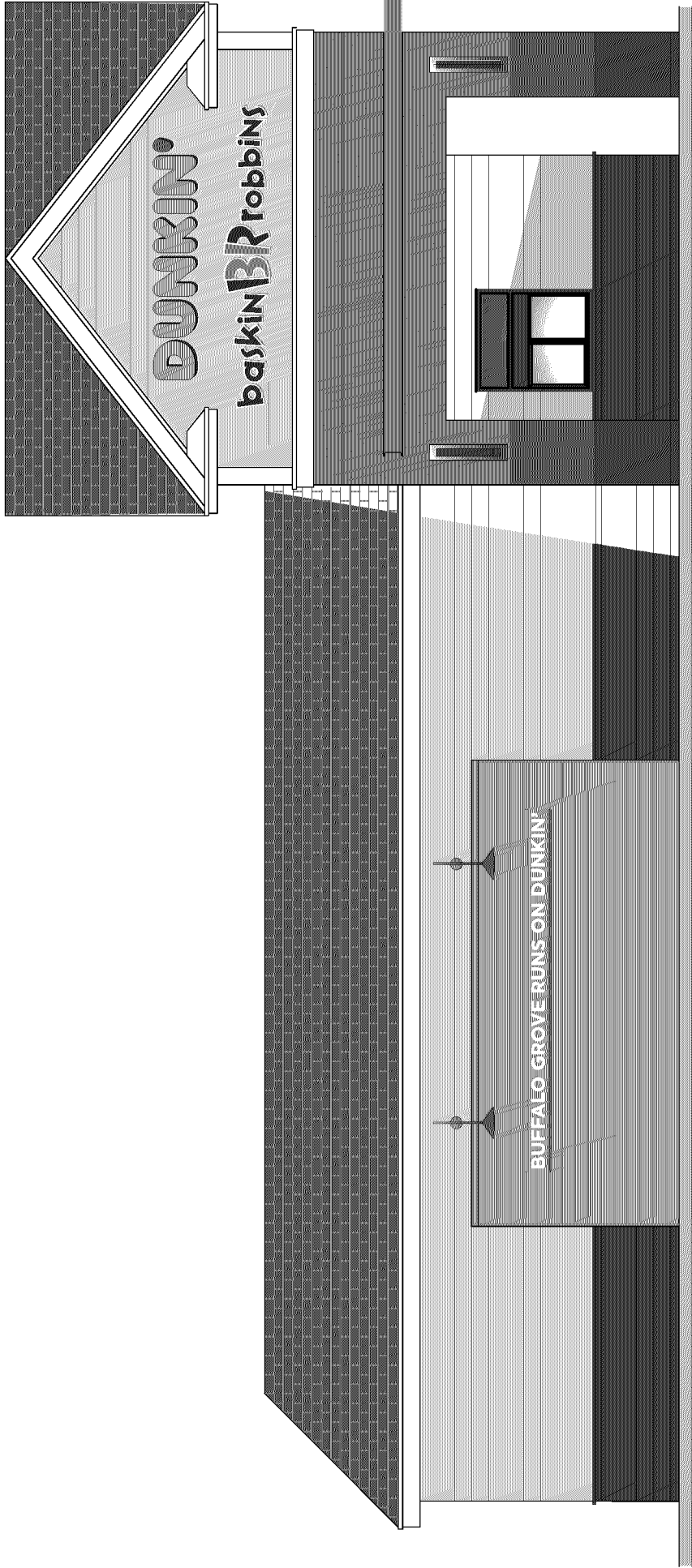
PMS COOL GRAY 1C 3M #7725-41

Customer Contact: DUNKIN'

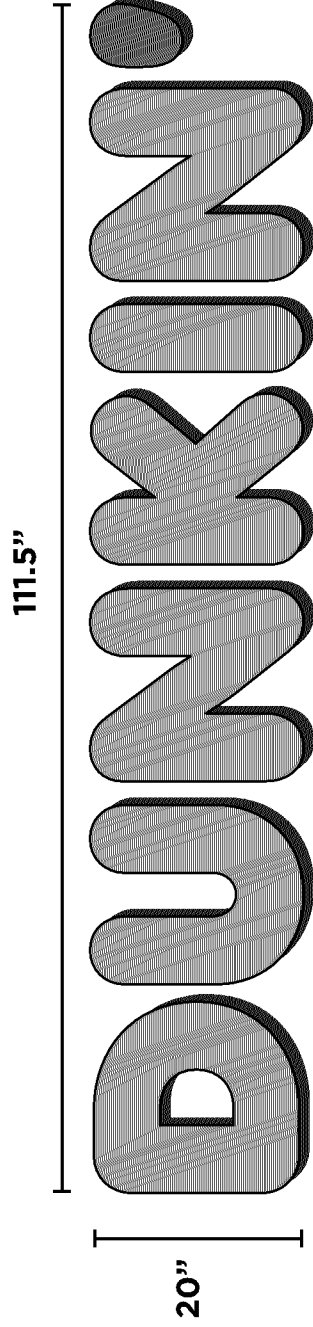
Sales Rep: Raavi

Design By: NV



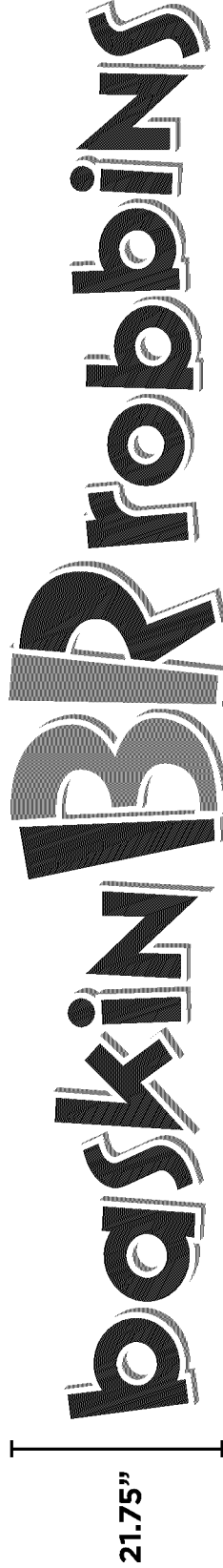


Attachment: Exhibit A Plan Set (O-2021-3 : Consider an Amendment to Ordinance 83-8 for a New



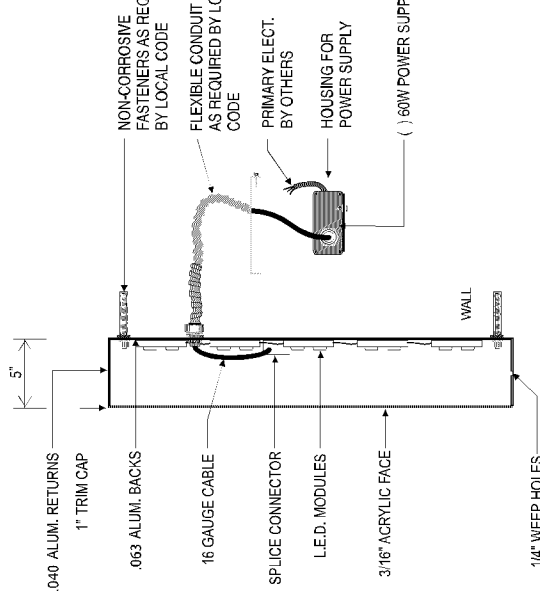
COLORS:
 3M 3630-3123 Orange vinyl
 3M 3630-1379 Magental vinyl
 313 Bronze trimcap
 Stock aluomet charcoal gray returns

140"

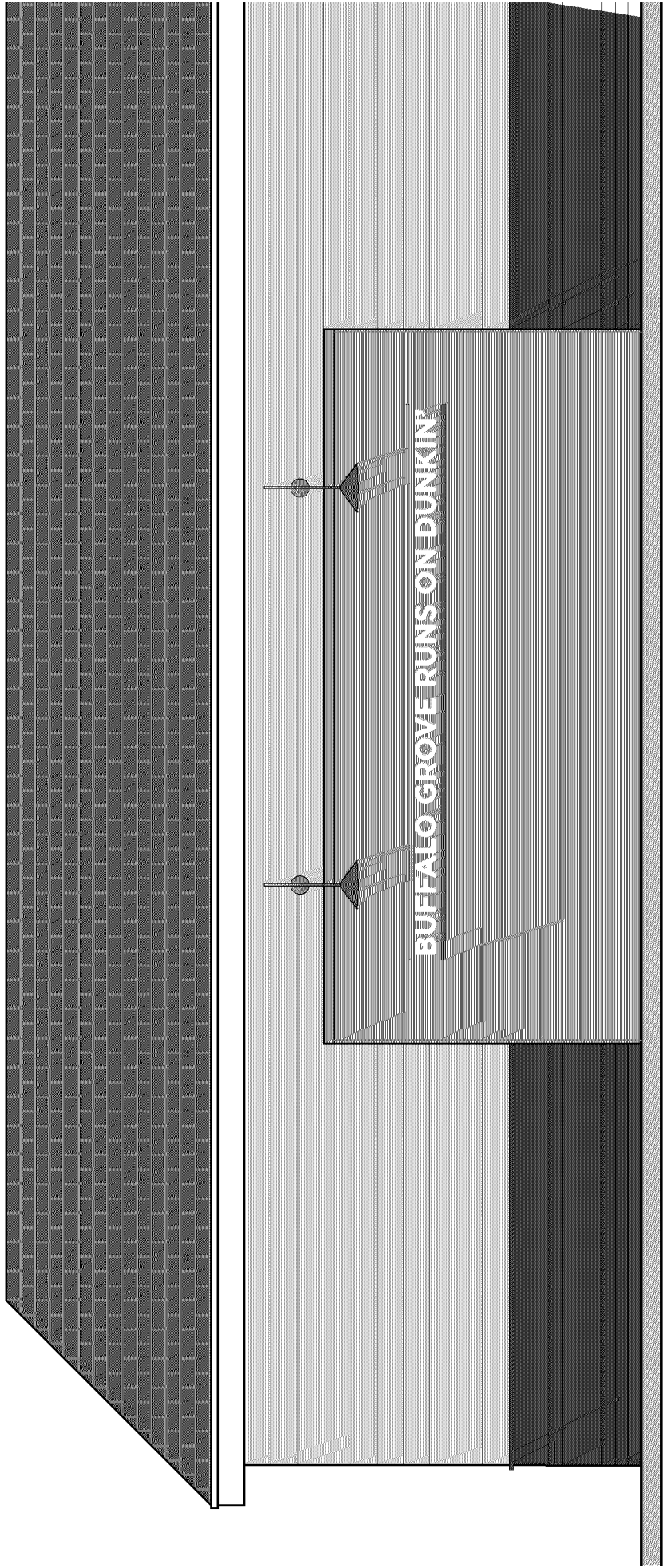


Baskin' COLORS
 PMS 239C Pink Vinyl
 PMS 286C Blue Vinyl
 White trimcap
 Stock aluomet white returns

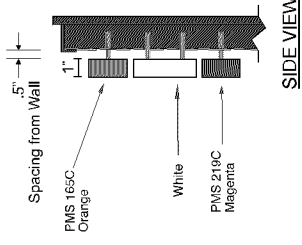
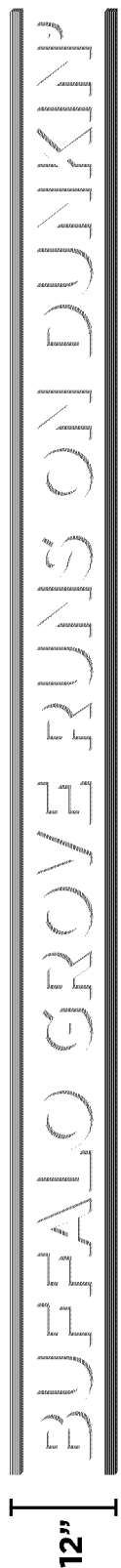
GENERAL SPECIFICATIONS:
 Materials: .040 alum returns; .063 alum backs
 Depth: 5"
 Faces: .177 Optix 2406 white acrylic w/ vinyl first surface
 Trimcap: 1"



Attachment: Exhibit A Plan Set (O-2021-3 : Consider an Amendment to Ordinance 83-8 for a New



167.5"



Customer Contact: DUNKIN' **Sales Rep:** Raavi **Design By:** NV
Approval states that contents of this proof are correct and the responsibility of the client



Please review Art for accuracy in:

Dimension • Layout • Spelling • Color

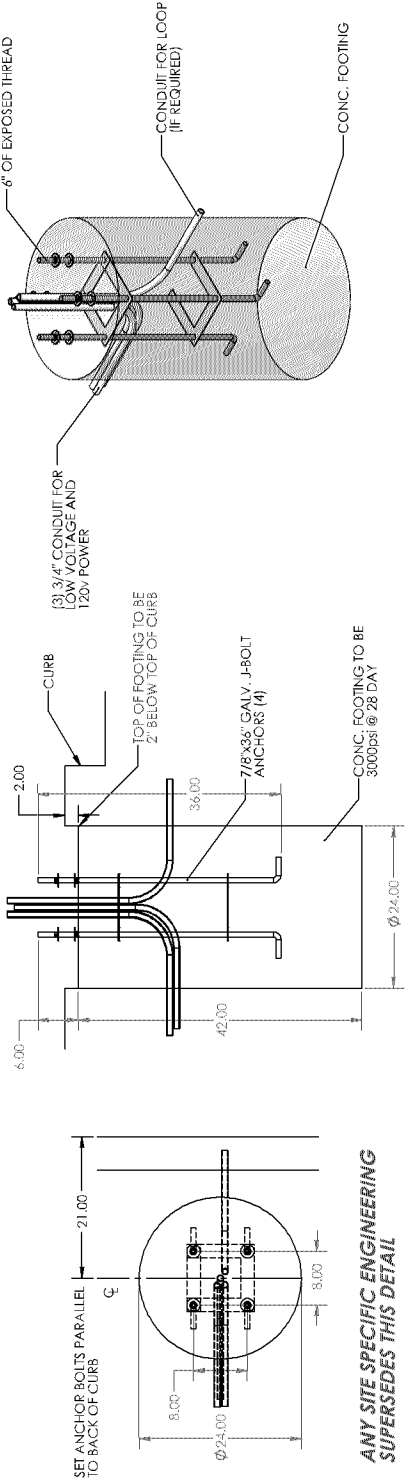
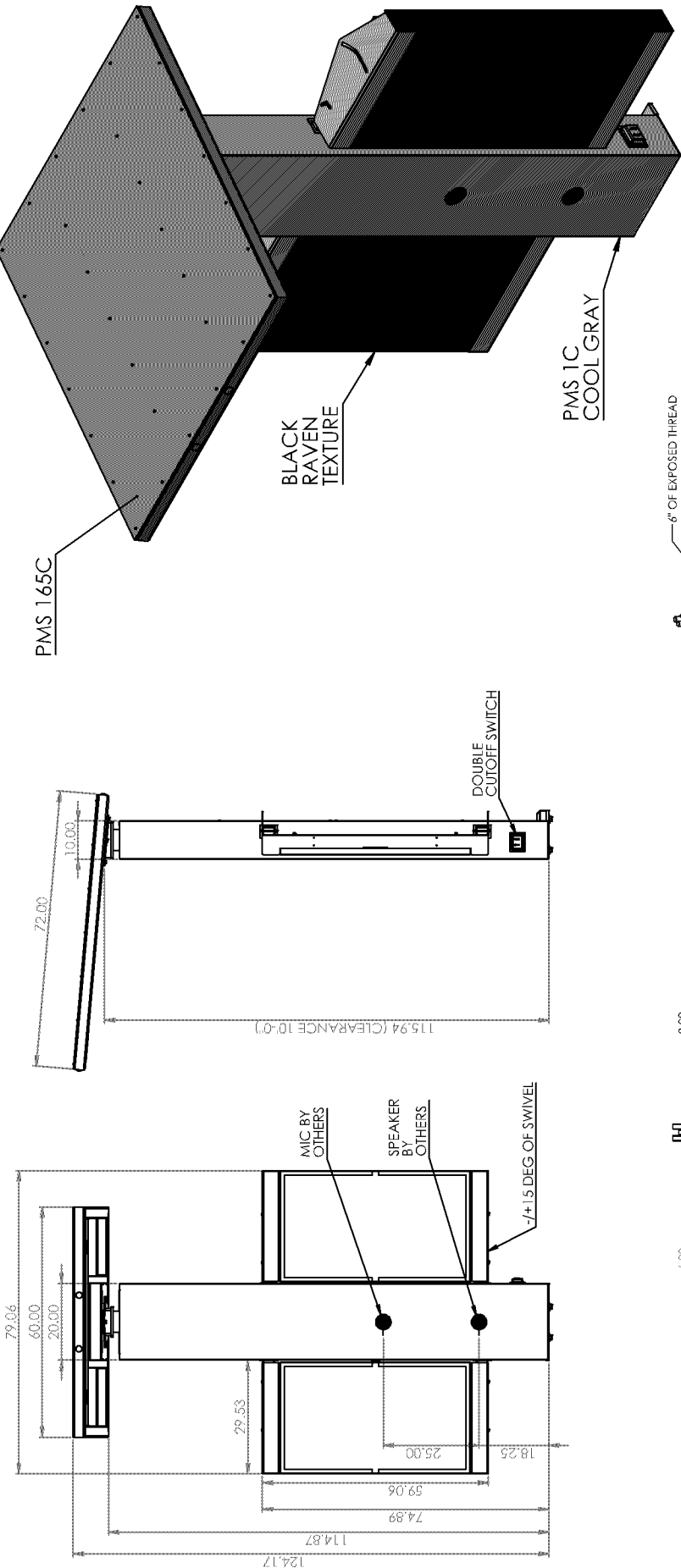
Approval Signature: _____

Date: _____

Digital Menu Board W/ Build-in Canopy with Speaker

Oct 9, 2020 / -

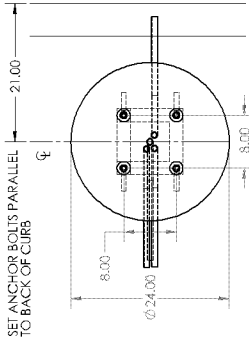
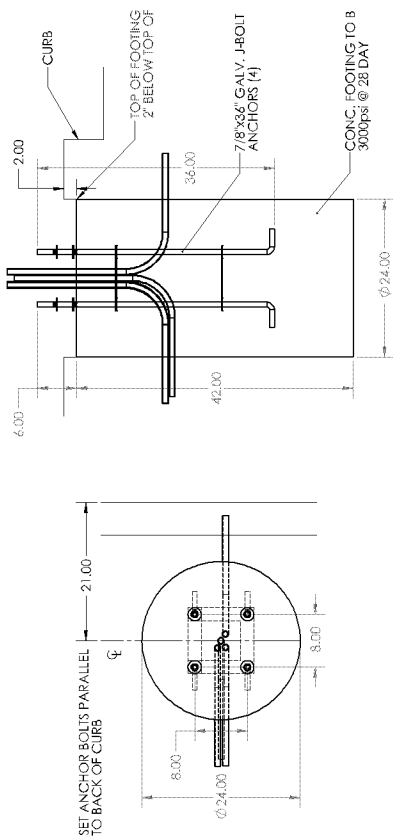
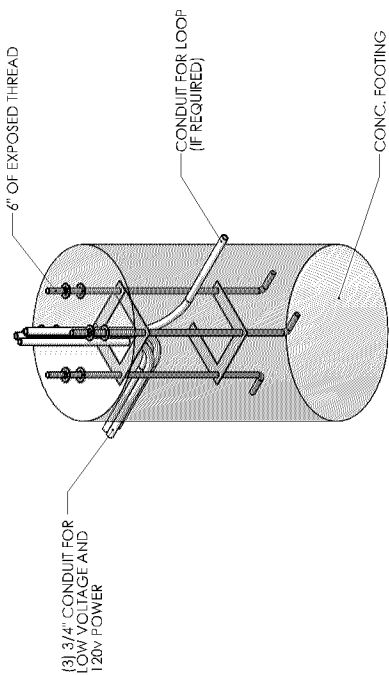
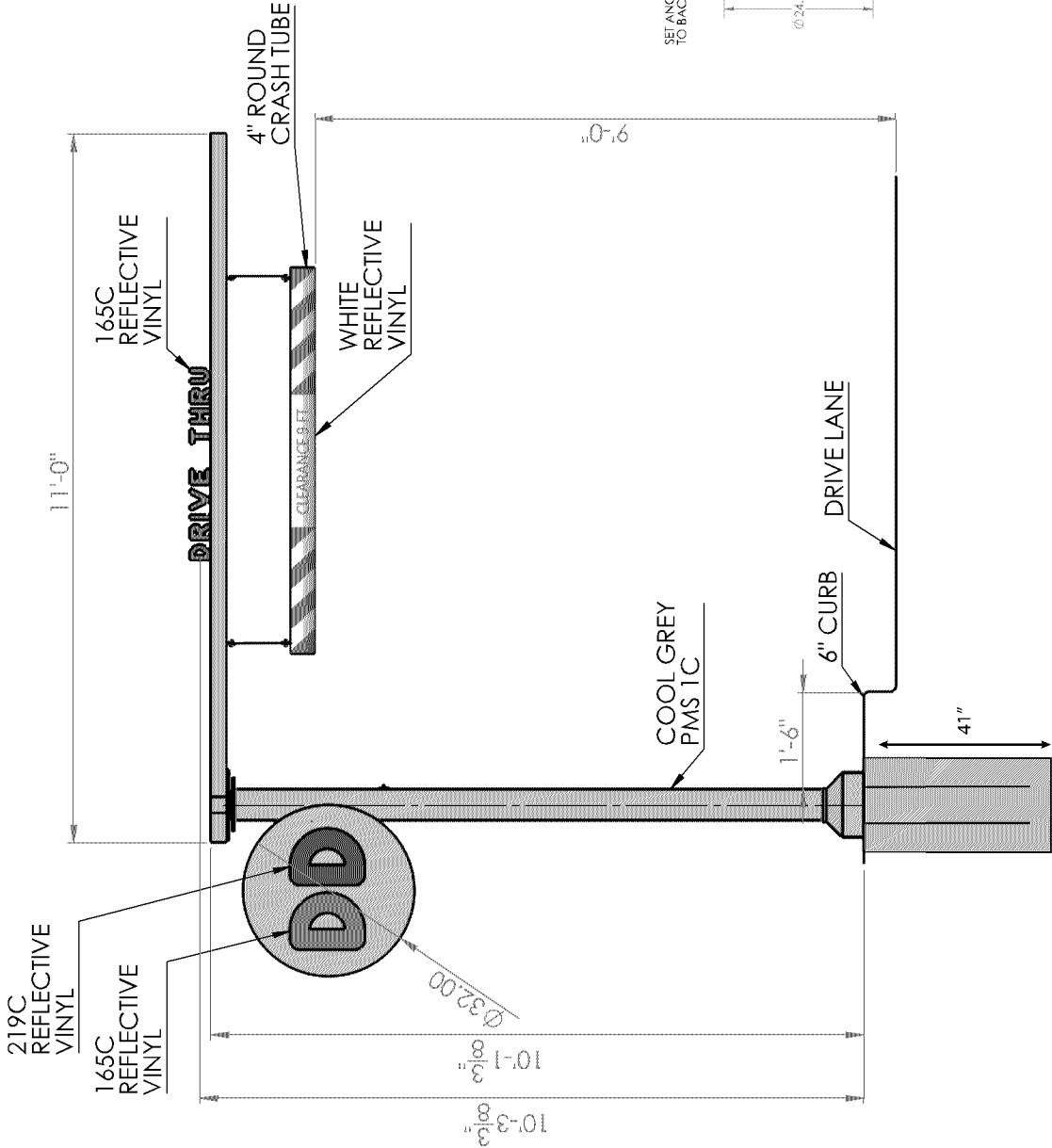
9.A.c



Single Arm Clearance Bar

Oct 9, 2020 / -

9.A.c



Attachment: Exhibit A Plan Set (O-2021-3 : Consider an Amendment to Ordinance 83-8 for a New

Customer Contact: DUNKIN' Sales Rep: Raavi Design By: NV



Approval states that contents of this proof are correct and the responsibility of the client

Please review Art for accuracy in:

Dimension • Layout • Spelling • Color

Approval Signature:

Date:

MEMORANDUM

To: Daniel Kovacevic – Whitestone REIT
Rick Burton – Whitestone REIT

From: Tim Sjogren, P.E., PTOE – Kimley-Horn
Rory Fancier, AICP, PTP – Kimley-Horn

Date: July 10, 2020

RE: Parking Summary for Spoerlein Commons
Buffalo Grove, Illinois

Kimley-Horn and Associates, Inc. (Kimley-Horn) was retained by Whitestone REIT to perform a parking analysis for Spoerlein Commons, a shopping center located on the northeast quadrant of McHenry Road and Arlington Heights Road in Buffalo Grove, Illinois (**Exhibit 1**). The parking analysis was completed in order to evaluate existing parking occupancy and assess future parking conditions with the addition of a new freestanding eating and drinking establishment with drive-through window along McHenry Road near the western boundary of the site.

Executive Summary

Spoerlein Commons currently provides a total of 161 parking spaces. With the proposed development, the northwest portion of the parking lot would be reconfigured and a total of 163 parking spaces would be provided. Based on a review of the existing and future tenancy, the proposed parking supply requires approval of a variance from Section 17.36.040 (Schedule of Parking Requirements) of the Village of Buffalo Grove Code of Ordinances. While a parking variance is required, the overall parking supply is expected to accommodate Spoerlein Commons at full occupancy and the proposed eating and drinking establishment. A summary of key findings is provided below.

- Currently, peak parking occupancy occurs during the weekday at approximately 3:00PM. During this peak period, approximately 50 percent of the parking spaces (80 spaces) are unused.
- Based on a conservative review of future parking conditions with full occupancy and development of the proposed eating and drinking establishment, peak occupancy is anticipated to be 91 percent (148 spaces).
- The analysis of future parking conditions is conservative and assumes Code-required parking for the vacant tenant spaces and proposed eating and drinking establishment; the analysis does not reflect the respective peak hours. The proposed eating and drinking establishment is expected to experience peak parking demand during the morning commute period when a number of the existing retail, service, and restaurant tenants (e.g., My Choice Nails, Payless Tobacco, Rosati's Chicago Pizza, and Chinn's Restaurant) are closed.



Attachment: Exhibit A Plan Set (O-2021-3 : Consider an Amendment to Ordinance 83-8 for a New Outbuilding, Special Use for a Drive-Through)

In order to enhance efficient use of the parking supply, coordination with existing and future tenants is recommended to reserve parking spaces in the front of the buildings for customers and visitors and direct employees to the spaces further from the buildings.

Existing and Proposed Site Development

Spoerlein Commons includes an in-line multi-tenant building as well as a freestanding building located at the southeast corner of the site. Approximately 32,000 square feet is currently occupied with various retail, restaurant, office, and service uses. In addition, the development contains approximately 9,180 square feet of vacant tenant spaces for a total building area of approximately 41,180 square feet. A total of 161 parking spaces are currently provided at Spoerlein Commons. The parking is shared across all tenants.

Whitestone REIT proposes to develop a new eating and drinking establishment with drive-through window along the McHenry Road frontage at the west boundary of the site. According to property records obtained by Whitestone REIT, the proposed development is generally consistent with the development plan approved by the Village of Buffalo Grove in 1983. The approved development plan included a total of 51,050 square feet with 31,250 square feet of retail use and 19,800 square feet of office use. The approved development plan, provided as **Attachment 1**, included two freestanding buildings near the northwest portion of the site and a total of 191 parking spaces. During the initial development, these two freestanding buildings were never constructed and the overall site plan was modified to reflect a future building expansion plan totaling approximately 4,480 square feet.

Based on the approved development plan and current market conditions, Whitestone REIT seeks to develop an approximately 2,388 square-foot eating and drinking establishment with drive-through window. The proposed development represents an approximately 47 percent decrease in square footage compared to the previously contemplated 4,480 square-foot building expansion. With the proposed development, an overall total parking supply of 161 spaces would be provided for Spoerlein Commons, consistent with the existing parking supply. The proposed site plan provided as **Attachment 2**. A summary of the approved development plan compared to both existing conditions and the proposed development is provided in **Table 1**.

Table 1. Development Plan Comparison

Site Plan	Square Footage			Parking Spaces
	Office	Retail	Total	
Approved 1983 Development Plan ¹	19,800	31,250	51,050	191
Existing Conditions	20,200	20,980	41,180	161
Proposed Conditions (with Development)	20,200	23,368	22,568	163

¹The approved plan included two freestanding buildings which were never constructed and the overall site plan was modified to reflect a future building expansion plan totaling approximately 4,480 square feet.

Table 2 on the following page summarizes the parking required for the existing and proposed uses at Spoerlein Commons per Section 17.36.040 (Schedule of parking requirements) of the Village of Buffalo Grove Code of Ordinances. As shown in the table, based on the current tenant mix a total of 188 spaces are required for Spoerlein Commons. This includes 37 spaces required for the existing vacant tenant spaces, which were assumed as general commercial/retail uses.

With the proposed development, a total of 203 spaces would be required. This includes Code-required parking for the proposed 2,388 square-foot eating and drinking establishment and the associated future vacancy of Suite 120A (highlighted in Table 2). With the proposed development, Spoorlein Commons would provide a total of 163 spaces. The proposed supply is 40 fewer spaces than required by Code; therefore, a parking variance is required.

Table 2. Village of Buffalo Grove Required Parking

Suite	Tenant	Size ¹	Parking Class ²	Parking Ratio ³	Required Spaces
Existing					
101	Once Upon a Grooming	565	General commercial/retail	1 / 250 sq. ft.	2
102a	The Colorist Hair Studio	821	General commercial/retail	1 / 250 sq. ft.	3
102b	Vacant	1,388	General commercial/retail	1 / 250 sq. ft.	6
103	Dutch Maid Dry Cleaners	1,031	General commercial/retail	1 / 250 sq. ft.	4
104	Chinn's Chinese Restaurant	983	Eating and drinking establishment	1 / 100 sq. ft.	10
105	Rosati's Chicago Pizza	917	Eating and drinking establishment	1 / 100 sq. ft.	9
106	My Choice Nails	910	General commercial/retail	1 / 250 sq. ft.	4
107a	Vacant	1,150	General commercial/retail	1 / 250 sq. ft.	5
107b	Excel Eye Care	715	Dental and medical clinic or office	5 / 1000 sq. ft.	4
108	Excel Eye Care	1,032	Dental and medical clinic or office	5 / 1000 sq. ft.	5
109	Dr. Smith Chiropractor	1,293	Dental and medical clinic or office	5 / 1000 sq. ft.	6
110	World of Discovery Montessori	1,782	Day care center, child care center, nursery school, pre-school	2 / 1000 sq. ft.	4
120a	Dunkin Donuts	1,537	Eating and drinking establishment	1 / 100 sq. ft.	15
120b	Payless Tobacco	1,045	General commercial/retail	1 / 250 sq. ft.	4
120c	Vacant	857	General commercial/retail	1 / 250 sq. ft.	3
121a	Allstate Insurance	1,179	Business and professional offices	1 / 300 sq. ft.	4
121b	Kula Yoga Lifestyle	1,890	General commercial/retail	1 / 250 sq. ft.	8
130a	Vacant	1,631	General commercial/retail	1 / 250 sq. ft.	7
130b	Dr. Paul Kentor, MD	2,186	Dental and medical clinic or office	5 / 1000 sq. ft.	11
201	Chmela Fluency Center	1,145	Dental and medical clinic or office	5 / 1000 sq. ft.	6
202a	Titan Trucking	576	Business and professional offices	1 / 300 sq. ft.	2
202b	Titan Trucking	642	Business and professional offices	1 / 300 sq. ft.	2
203	Whitestone	679	Business and professional offices	1 / 300 sq. ft.	2
204	Vacant	1,071	General commercial/retail	1 / 250 sq. ft.	4
205a	Bill Gerdes (Lake Cook Piano Studio)	300	Business and professional offices	1 / 300 sq. ft.	1
205b	Vacant	499	General commercial/retail	1 / 250 sq. ft.	2
206a	Vacant	867	General commercial/retail	1 / 250 sq. ft.	3
206b1	Peter Lee (Real Estate)	531	Business and professional offices	1 / 300 sq. ft.	2
206b2	One Global	531	Business and professional offices	1 / 300 sq. ft.	2
206b3	Charles Schneider (Legal)	531	Business and professional offices	1 / 300 sq. ft.	2
206b4	Ted	531	Business and professional offices	1 / 300 sq. ft.	2
206c	Ted	250	Business and professional offices	1 / 300 sq. ft.	1

¹Pursuant to Section 17.36.040 (Schedule of parking requirements) of the Village of Buffalo Grove Code of Ordinances, required parking is based on floor area which shall mean the gross floor space of a building or structure.

²The parking class is based on the land use categories outlined in Section 17.36.040 (Schedule of parking requirements) of the Village of Buffalo Grove Code of Ordinances.

³The Code-required parking ratio is defined by Section 17.36.040 (Schedule of parking requirements) of the Village of Buffalo Grove Code of Ordinances.

Table 2. Village of Buffalo Grove Required Parking (continued)

Suite	Tenant	Size ¹	Parking Class ²	Parking Ratio ³	Required Spaces
Existing (continued)					
208	Vacant	1,402	General commercial/retail	1 / 250 sq. ft.	6
209	Vanguard Capital	834	Business and professional offices	1 / 300 sq. ft.	3
211	Jen Cupari (Newcastle Dance and Theater Supply)	320	General commercial/retail	1 / 250 sq. ft.	1
212b	Vacant	315	General commercial/retail	1 / 250 sq. ft.	1
214	Hana Travel	517	Business and professional offices	1 / 300 sq. ft.	2
215	Lake Cook Dental Center	1,200	Dental and medical clinic or office	5 / 1000 sq. ft.	6
217a	Farmers Insurance	573	Business and professional offices	1 / 300 sq. ft.	2
217b	Rebecca Kiel, LCPC	521	Dental and medical clinic or office	5 / 1000 sq. ft.	3
218a	VCR Senior Care	550	Business and professional offices	1 / 300 sq. ft.	2
218b	Carla Leoni (North Suburban Family Psychologists)	250	Dental and medical clinic or office	5 / 1000 sq. ft.	1
218c	David Park (Construction)	400	Business and professional offices	1 / 300 sq. ft.	1
230	Christina Bailey, PsyD	300	Dental and medical clinic or office	5 / 1000 sq. ft.	2
232	Leslie Cisar (Vital Naturopathic)	300	Dental and medical clinic or office	5 / 1000 sq. ft.	2
233	Bruce Siegel (American Family Insurance)	435	Business and professional offices	1 / 300 sq. ft.	1
233a	Muriel Flanders, LCSW	455	Business and professional offices	1 / 300 sq. ft.	2
234	Intourist	300	Business and professional offices	1 / 300 sq. ft.	1
235	Dr. Cindy	479	Dental and medical clinic or office	5 / 1000 sq. ft.	2
236	Michelle Magide, LCPC	300	Dental and medical clinic or office	5 / 1000 sq. ft.	2
237	Janine Kasner, LCSW	365	Business and professional offices	1 / 300 sq. ft.	1
238	Affiliated Clinicians	300	Dental and medical clinic or office	5 / 1000 sq. ft.	2
Existing Code-Required Parking					188
Existing Parking Supply					161
Δ					-27
Proposed					
120a	Dunkin Donuts (to be relocated)	1,537	Eating and drinking establishment	1 / 100 sq. ft.	-15
120a	Vacant	1,537	General commercial/retail	1 / 250 sq. ft.	6
New	Dunkin' Donuts	2,388	Eating and drinking establishment	1 / 100 sq. ft.	24
Future Code-Required Parking (with Development)					203
Future Parking Supply (with Development)					163
Δ					-40

¹Pursuant to Section 17.36.040 (Schedule of parking requirements) of the Village of Buffalo Grove Code of Ordinances, required parking is based on floor area which shall mean the gross floor space of a building or structure.

²The parking class is based on the land use categories outlined in Section 17.36.040 (Schedule of parking requirements) of the Village of Buffalo Grove Code of Ordinances.

³The Code-required parking ratio is defined by Section 17.36.040 (Schedule of parking requirements) of the Village of Buffalo Grove Code of Ordinances.

Existing Parking Demand

To determine actual parking demand for the existing and proposed uses, Kimley-Horn conducted hourly parking occupancy counts during a typical weekday and weekend as follows:

- Thursday, May 17, 2018, from 7:00AM to 7:00PM
- Saturday, May 19, 2018, from 7:00AM to 7:00PM

The count periods captured the peak periods of parking demand for the existing shopping center and were identified based on data provided by the Urban Land Institute (ULI) Shared Parking, Second Edition.

During the study periods identified above, the existing parking supply was verified and the number of parked vehicles were documented. Other observations regarding curbside and delivery truck loading activity were noted. **Table 3** summarizes the observed parking occupancy at Spoerlein Commons. During the weekday, the peak occurred at 3:00PM with 81 occupied spaces (50 percent). On Saturday, the peak occurred at 11:00AM with 49 occupied spaces (30 percent).

Table 3. Observed Parking Occupancy

Time of Day	Thursday, May 17, 2018		Saturday, May 19, 2018	
	Occupied Spaces	Percent Occupied	Occupied Spaces	Percent Occupied
7:00AM	10	6%	5	3%
8:00AM	14	9%	14	9%
9:00AM	34	21%	32	20%
10:00AM	58	36%	44	27%
11:00AM	77	48%	49	30%
12:00PM	68	42%	37	23%
1:00PM	66	41%	33	21%
2:00PM	66	41%	25	16%
3:00PM	81	50%	23	14%
4:00PM	74	46%	22	14%
5:00PM	78	48%	15	9%
6:00PM	54	34%	14	9%
7:00PM	42	26%	8	5%
Average	56	34%	25	15%

The observed parking occupancy reflects the mix of uses and respective peak hours and the ability to use shared parking to accommodate parking demand for Spoerlein Commons. Although a review of Code-required parking (Table 2) suggests the site provides insufficient parking, based on the observed parking occupancy approximately 50 percent of the spaces are unused during peak conditions. Therefore, actual parking demand for the retail, restaurant, office, and service uses is less than the Code requirements.

Proposed Parking Supply Evaluation

To assess future parking conditions with the proposed development, full occupancy of Spoerlein Commons was assumed. In order to present a conservative estimate of potential future parking conditions, Code-required parking was assumed for the vacant tenant spaces and the proposed development. Based on the parking requirements presented in Table 2, a total of 43 spaces are required for the existing vacant tenant spaces and future vacancy of Suite 120a (i.e., existing Dunkin Donuts) assuming future general commercial/retail uses. Based on the parking occupancy data presented in Table 3, the potential future parking conditions were calculated as summarized in **Table 4**. As shown in this table, with the addition of Code-required parking for the existing vacant tenant spaces and future vacancy of Suite 120a (43 spaces) and the Code-required parking for the proposed eating and drinking establishment (24 spaces), a future parking need of 149 spaces is estimated for peak parking conditions. With the proposed development, Spoerlein Commons would provide an overall parking supply of 161 spaces; therefore, the parking supply is expected to accommodate future parking conditions.

Table 4. Conservative Estimate of Future Parking Occupancy

Time of Day	Weekday				Saturday			
	Occupied Spaces	Code-Required Parking		Total Parking	Occupied Spaces	Code-Required Parking		Total Parking
		Vacant Tenants ¹	Proposed Development ²			Vacant Tenants ¹	Proposed Development ²	
7:00AM	10	43	24	77	5	43	24	72
8:00AM	14	43	24	81	14	43	24	81
9:00AM	34	43	24	101	32	43	24	99
10:00AM	58	43	24	125	44	43	24	111
11:00AM	77	43	24	144	49	43	24	116
12:00PM	68	43	24	135	37	43	24	104
1:00PM	66	43	24	133	33	43	24	100
2:00PM	66	43	24	133	25	43	24	92
3:00PM	81	43	24	148	23	43	24	90
4:00PM	74	43	24	141	22	43	24	89
5:00PM	78	43	24	144	15	43	24	82
6:00PM	54	43	24	121	14	43	24	81
7:00PM	42	43	24	109	8	43	24	75
Average	56	--	--	123	25	--	--	92

¹Vacant tenant spaces were assumed to be occupied by general commercial/retail uses which require parking at a ratio of 1 space per 250 square feet per Section 17.36.040 (Schedule of parking requirements) of the Village of Buffalo Grove Code of Ordinances.

²Per Section 17.36.040 (Schedule of parking requirements) of the Village of Buffalo Grove Code of Ordinances, eating and drinking establishments are required to provide 1 parking space per 100 square feet.

This estimate is assumed to be conservative as peak parking demand for an eating and drinking establishment typically occurs during the morning commute period (7:00-9:00AM) when the parking lot at Spoerlein Commons is less than 25 percent occupied (Table 3). While the proposed eating and drinking establishment is expected to generate parking demand throughout typical hours of operation, peak periods of demand during the morning commute period would occur when many of the retail, service, and restaurant uses (e.g., My Choice Nails, Payless Tobacco, Rosati's Chicago Pizza, and Chinn's Restaurant) are closed.

Conclusion

Spoerlein Commons currently provides a total of 161 parking spaces. An overall total of 163 spaces would be provided with development of the proposed eating and drinking establishment. The proposed parking supply requires approval of a variance from Section 17.36.040 (Schedule of Parking Requirements) of the Village of Buffalo Grove Code of Ordinances.

Based on the observed peak parking demand for existing tenants and a review of the Code-required parking for vacant tenants and the proposed development, the proposed parking supply of 163 spaces is expected to support the overall Spoerlein Commons, including the proposed freestanding eating and drinking establishment. Spillover parking into the adjacent residential neighborhood is not anticipated. In order to enhance efficient use of the proposed parking supply, coordination with existing and future tenants is recommended to reserve parking spaces in the front of the buildings for customers and visitors and direct employees to the spaces further from the buildings.

Please do not hesitate to contact us with any questions related to the information in this memorandum.

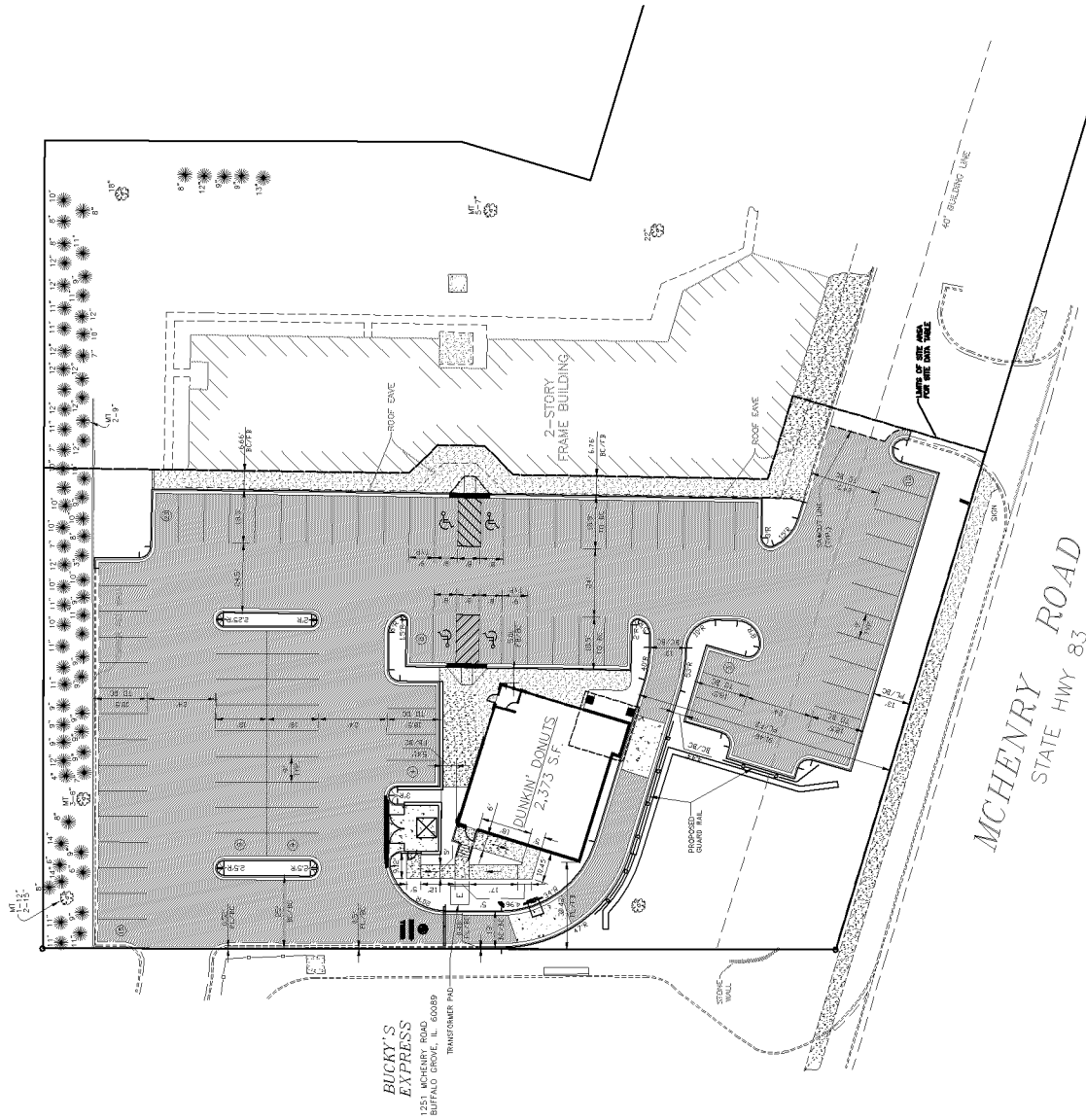
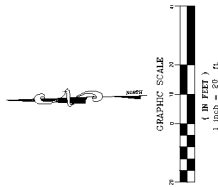
Attachment: Exhibit A Plan Set (O-2021-3 : Consider an Amendment to Ordinance 83-8 for a New

THESE PLANS ARE PRELIMINARY IN NATURE AND FOR REVIEW ONLY.
THEY ARE SUBJECT TO CHANGE PENDING MORE DETAILED ENGINEERING
AND ARCHITECTURAL DESIGN

PRELIMINARY- FOR REVIEW ONLY

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ATTACHMENT 1

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MEMORANDUM

To: Daniel Kovacevic – Whitestone REIT
Rick Burton – Whitestone REIT

From: Rory Fandler, AICP, PTP – Kimley-Horn
Tim Sjogren, P.E., PTOE – Kimley-Horn

Date: July 10, 2020

RE: Traffic Summary for Spoerlein Commons
Buffalo Grove, Illinois

Kimley-Horn and Associates, Inc. (Kimley-Horn) was retained by Whitestone REIT to perform a review of existing and future (build) traffic conditions for Spoerlein Commons, a shopping center located on the north side of McHenry Road east of Arlington Heights Road in Buffalo Grove, Illinois. The analysis of build conditions considers the development of a new freestanding coffee shop with drive-through window along McHenry Road near the western boundary of the site.

This memorandum presents and documents Kimley-Horn's data collection, summarizes the evaluation of existing and projected build traffic conditions, and identifies recommendations to address the potential impact of site-generated traffic.

Executive Summary

Existing and build traffic conditions were evaluated for the signalized intersection of McHenry Road/Arlington Heights Road and the existing site access driveways. Based on a review of traffic conditions, it is anticipated that site-generated trips would be accommodated at the study intersections. With the addition of site-generated traffic, Access A (Courtland Drive) and Access C (Ranchview Court) are expected to operate with limited delay and queues. At Access B (McHenry Road), the outbound approach is projected to operate with increased delay and queues. The projected delay and queues are internal to the site and are not expected to impact operations of McHenry Road. However, in order to enhance access to the proposed drive-through window and facilitate circulation through the parking lot, onsite wayfinding is recommended. In addition, installation of minor-leg stop control at Access B and Access C (existing stop sign posted at Access A) is recommended with the proposed outlot development.

Existing and Proposed Development

Spoerlein Commons is an existing commercial shopping center totaling approximately 41,180 square feet of commercial space. The shopping center is occupied by a mix of retail, restaurant, service, and office uses. Whitestone REIT proposes to develop a new 2,388 square-foot coffee shop with drive-through window along the McHenry Road frontage at the west boundary of the site. The proposed outlot development would accommodate an existing coffee shop tenant in the inline commercial building. The conceptual site plan is provided as **Attachment 1**.

Existing site access for Spoerlein Commons would be maintained with the outlot development. Access would continue to be provided by full-access driveways to Courtland Drive (Access A), McHenry Road (Access B), and Ranchview Court (Access C). An aerial view of the study location and surrounding roadway network is presented in **Exhibit 1**.

Data Collection

Kimley-Horn performed traffic counts at the signalized intersection of McHenry Road/Arlington Heights Road and the existing site access driveways. The traffic counts were conducted from 7:00 to 9:00AM and 4:00 to 6:00PM on a typical weekday, and from 11:00AM to 1:00PM on a typical Saturday.

The traffic count data indicates that the peak trip generation period for Spoerlein Commons occurs from 7:30 to 8:30AM and 4:45 to 5:45PM on a typical weekday. During the Saturday midday period, the peak hour occurs from 11:00AM to 12:00PM. Peak traffic volumes at the adjacent intersection of McHenry Road/Arlington Heights occur from 7:15 to 8:15AM and 4:45 to 5:45PM on a typical weekday. On Saturday, the intersection peak hour occurs from 11:45AM to 12:45PM. For purposes of this analysis, the Spoerlein Commons peak hours were analyzed in order to evaluate the periods of highest activity at the existing commercial site. Existing peak hour traffic volumes are presented in **Exhibit 2**. For purposes of this analysis, the traffic volumes were rounded to the nearest multiple of five. The detailed traffic count worksheets are provided as **Attachment 2**.

Weekday count data reveals traffic volumes on McHenry Road are higher in the eastbound direction during the morning peak hour. In the evening peak hour, traffic volumes are higher in the westbound direction, which reflects local commute patterns. During the Saturday midday peak hour, traffic volumes on McHenry Road are generally evenly distributed. Traffic volumes on Arlington Heights Road are generally higher in the northbound direction during each peak hour. Site-generated traffic for Spoerlein Commons is generally consistent across the three peak hours analyzed.

Trip Generation & Assignment

In order to calculate trips generated by the proposed outlot development, data was referenced from the Institute of Transportation Engineers (ITE) manual titled Trip Generation, Tenth Edition. Trip generation rates for the ITE Land Use Code (LUC) corresponding to the proposed use are shown in **Table 1**.

In addition, the peak hour trips generated by the existing tenant in the inline commercial building (i.e., coffee shop without drive-through window) were calculated using ITE data. For purposes of this analysis, the trips generated by the existing coffee shop tenant were assumed to be removed from the study intersections with the proposed outlot development.



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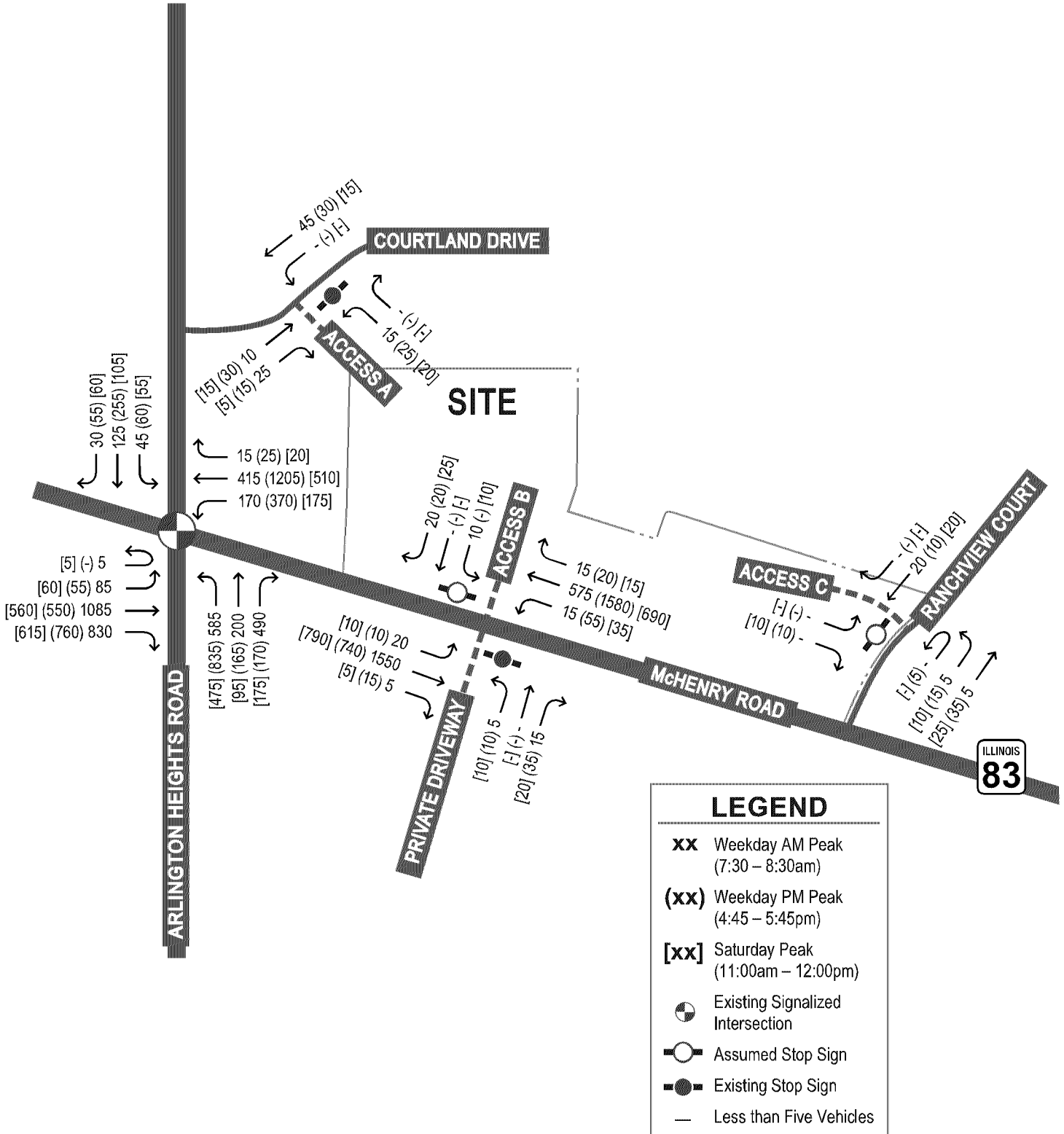


Table 1. ITE Trip Generation Data¹

ITE Land Use	Weekday			Saturday
	Daily	AM Peak Hour	PM Peak Hour	Midday Peak Hour
Existing Land Use				
Coffee/Donut Shop without Drive-Through Window (LUC 936)	932.39 ² 50% in / 50% out	101.14 51% in / 49% out	36.31 50% in / 50% out	59.01 49% in / 51% out
Proposed Land Use				
Coffee/Donut Shop with Drive-Through Window (LUC 937)	820.38 50% in / 50% out	88.99 51% in / 49% out	43.38 50% in / 50% out	87.70 50% in / 50% out

¹Trip generation data is presented as trips per 1,000 square feet of gross floor area.

²ITE data is not provided for Daily trips for LUC 936 (Coffee/Donut Shop without Drive-Through Window); therefore, the rate is calculated based on the ratio of trip generation rates provided for AM Peak Hour of Adjacent Street Traffic and Weekday Daily for LUC 937 (Coffee/Donut Shop with Drive-Through Window). Directional distribution from LUC 937 applied.

For the purpose of this study, site-generated trips are expected to exhibit multiple routing patterns when traveling to and from the subject site, as described below:

- **Pass-by** – Pass-by traffic reflects the travel patterns of motorists who are already traveling on the adjacent study roadways and stop at the site en-route to another destination. Data in the ITE Trip Generation Handbook, Third Edition was used to estimate pass-by trips. ITE data is not provided for Coffee/Donut Shop without Drive-Through Window (LUC 936) or Coffee/Donut Shop with Drive-Through Window (LUC 937); therefore, data for Fast-Food Restaurant with Drive-Through Window (LUC 934) was assumed for each peak hour. Based on ITE data, approximately 49 percent of trips are pass-by during the morning peak hour, and 50 percent of trips are pass-by in the evening peak hour. ITE data is not provided for Daily trips and Saturday peak hour trips; therefore, an average of the morning and evening peak hour data (50 percent) was used to estimate pass-by trips during these periods.
- **Primary Trips** – Vehicles that travel to the subject redevelopment and then return directly to their place of origin are called “primary trips.” Primary trips reflect new traffic volumes generated by the proposed redevelopment that would approach and depart on the same route. Trips to/from the site that are not pass-by trips are expected to be primary trips.

Per these assumptions, site-generated traffic projections are presented in **Table 2**.

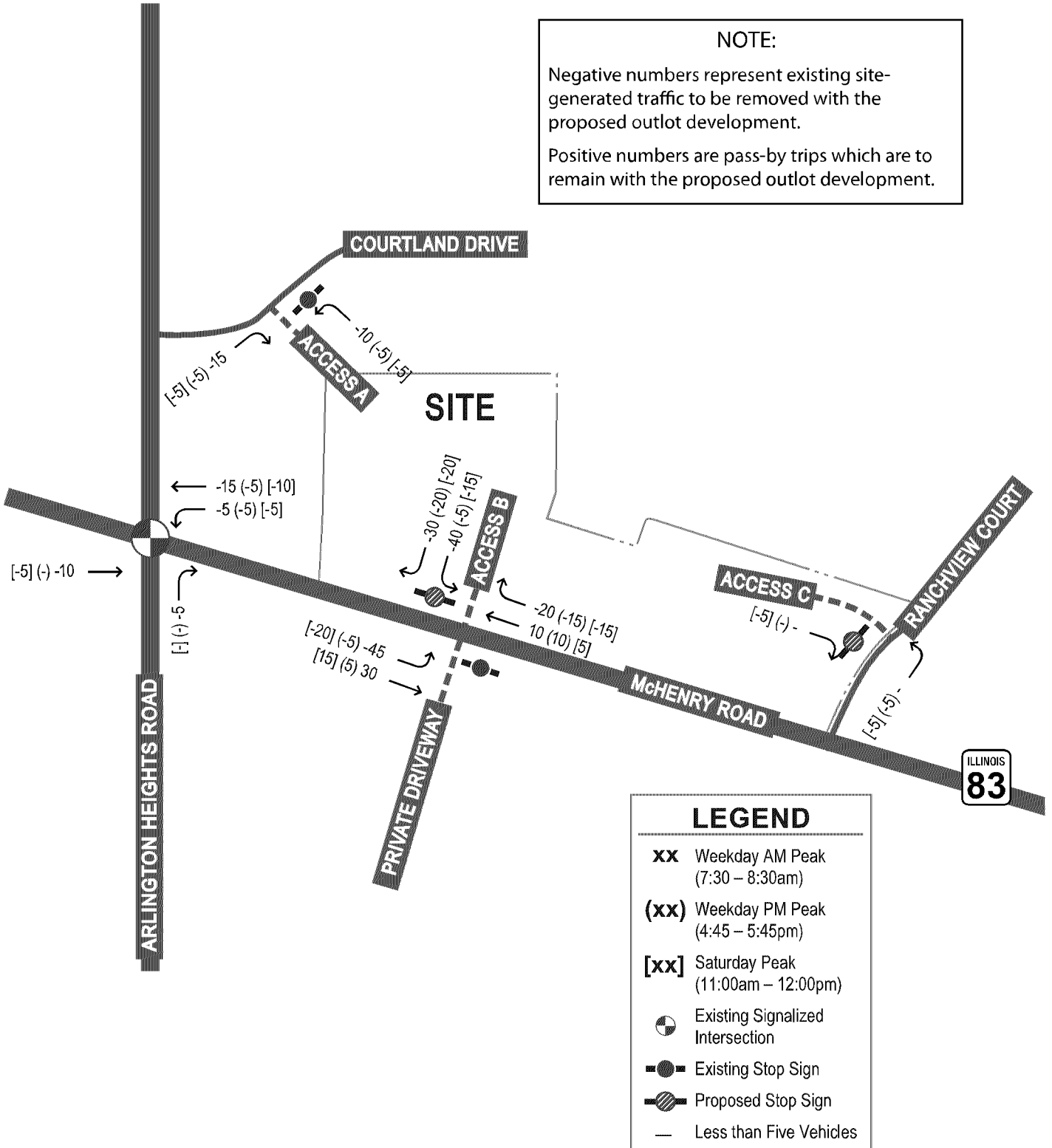
Table 2. Site-Generated Traffic Projections

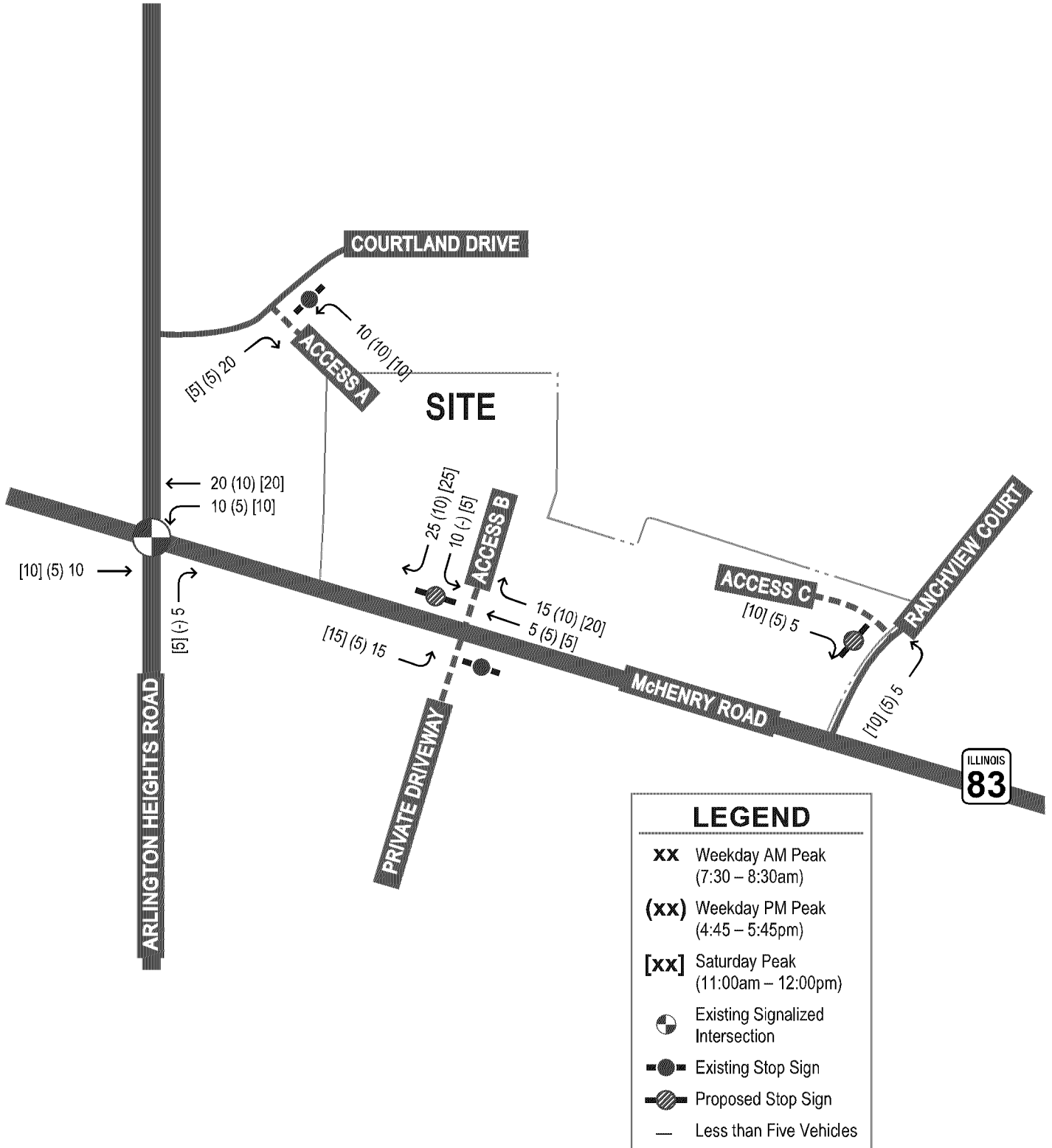
Land Use	Size	Weekday							Saturday		
		Daily	AM Peak			PM Peak			Midday Peak Hour		
			In	Out	Total	In	Out	Total	In	Out	Total
Proposed Land Use											
Coffee/Donut Shop with Drive-Through Window	2,388 sq. ft.	1,970	110	105	215	55	55	110	105	105	210
Less Pass-by Trips ¹		-980	-55	-55	-110	-30	-30	-60	-55	-55	-110
Subtotal – Proposed Land Use		990	55	50	105	25	25	50	50	50	100
Existing Land Use (To Be Removed)											
Coffee/Donut Shop without Drive-Through Window	1,537 sq. ft.	1,430	80	80	160	30	30	60	45	45	90
Less Pass-by Trips ¹		-710	-40	-40	-80	-15	-15	-30	-45	-45	-90
Subtotal – Existing Land Use		720	40	40	80	15	15	30	20	20	40
Net New Trips		270	15	10	25	10	10	20	30	30	60

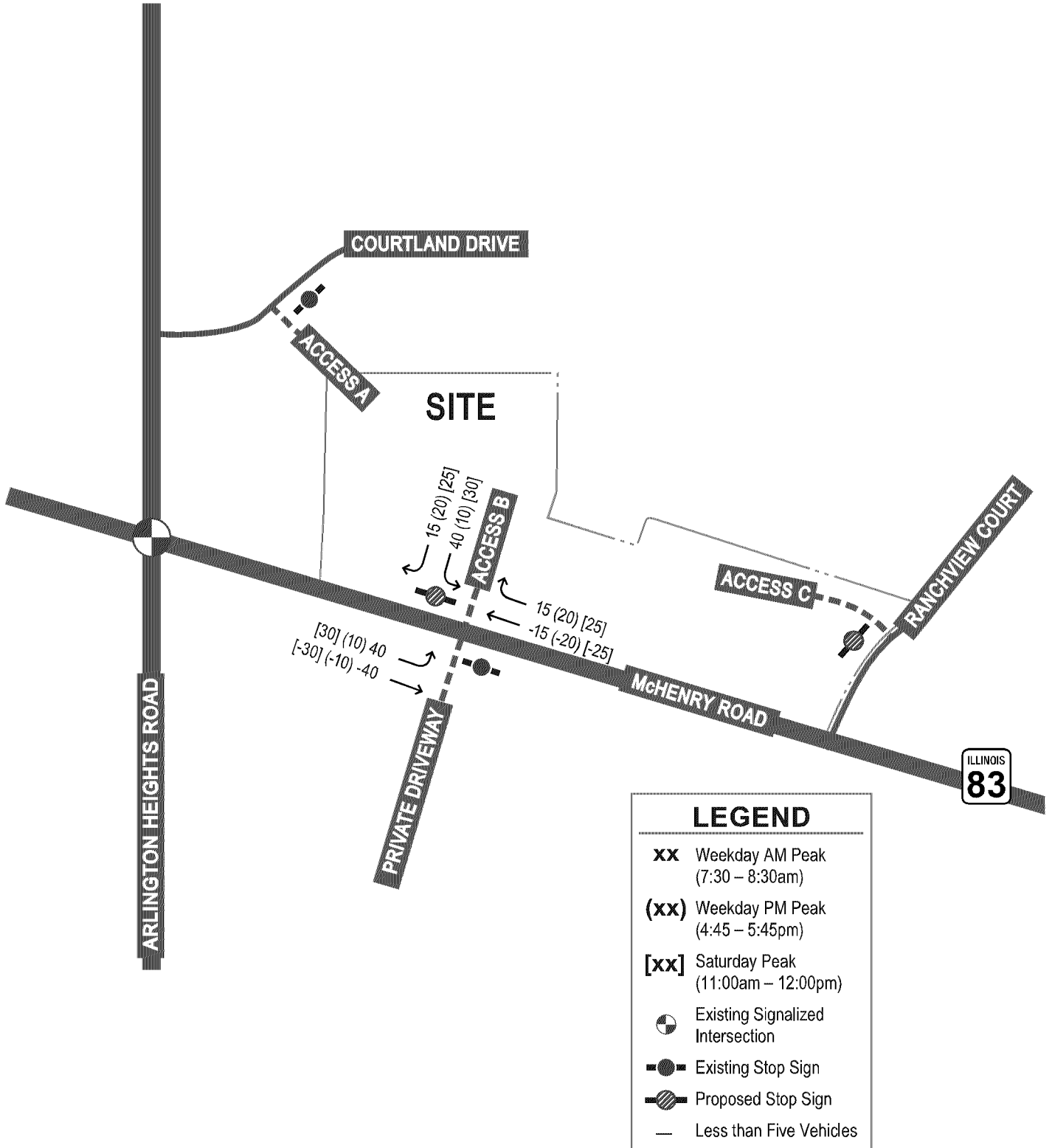
¹Pass-by trips were estimated based on data in the ITE Trip Generation Handbook, Third Edition. ITE data is not provided for Coffee/Donut Shop without Drive-Through Window (LUC 936) or Coffee/Donut Shop with Drive-Through Window (LUC 937); therefore, data for Fast-Food Restaurant with Drive-Through Window (LUC 934) was assumed for each peak hour. Based on ITE data, approximately 49 percent of trips are pass-by during the morning peak hour, and 50 percent of trips are pass-by in the evening peak hour. ITE data is not provided for Daily trips and Saturday peak hour trips; therefore, an average of the morning and evening peak hour data (50 percent) was used to estimate pass-by trips during these periods.

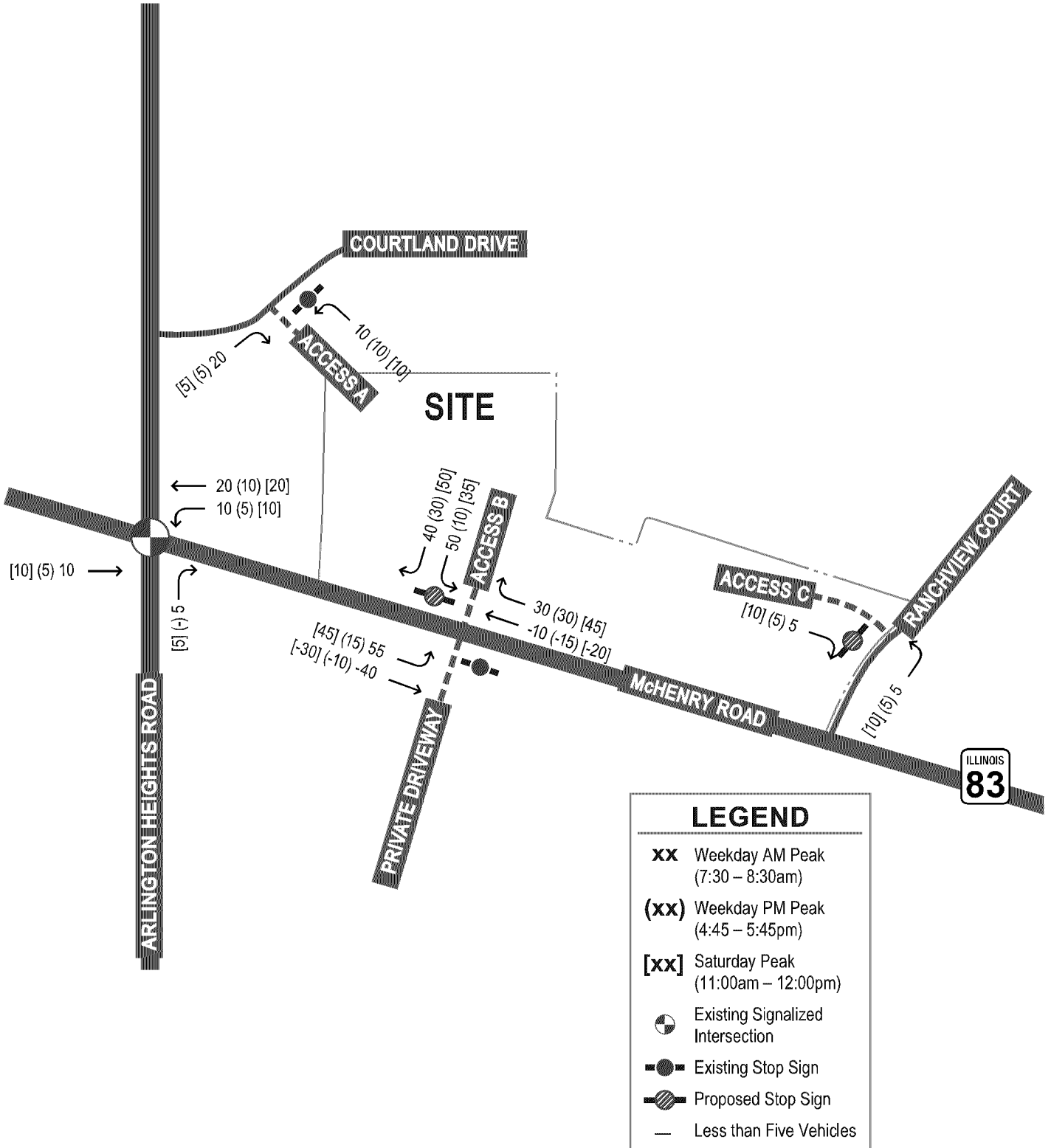
Site-generated traffic is expected to travel to and from the site in a manner that is proportional to existing travel patterns. Therefore, the existing traffic volumes presented in Exhibit 2 were used to estimate the trip distribution patterns for both the existing coffee shop and the proposed outlot development. Pass-by trip distribution estimates account for the expectation that site trips are likely to travel along McHenry Road.

Total site trip assignment for the existing coffee shop tenant are depicted in **Exhibit 3**. For the proposed outlot development, site trip assignments for primary trips and pass-by trips are illustrated on **Exhibit 4** and **Exhibit 5**, respectively. Total site trip assignment for the proposed outlot development is depicted in **Exhibit 6**.









In order to project build traffic volumes with development of the outlot, the trips attributable to the existing coffee shop (Exhibit 3) were removed existing traffic volumes (Exhibit 2), and the total site trip assignment (Exhibit 6) was added. The estimated build traffic volumes are presented in **Exhibit 7**.

Capacity Analysis

Synchro capacity software was used to evaluate existing and build operational conditions at the site access driveways and nearby intersection of McHenry Road/Arlington Heights Road. The analysis was completed for the weekday and Saturday peak hours. The capacity of an intersection quantifies its ability to accommodate traffic volumes and is expressed in terms of level of service (LOS), measured in average delay per vehicle. LOS grades range from A to F, with LOS A as the highest (best traffic flow and least delay), LOS E as saturated or at-capacity conditions, and LOS F as the lowest (oversaturated conditions). The lowest LOS grade typically accepted by jurisdictional transportation agencies in Northeastern Illinois is LOS D.

The LOS grades shown below, which are provided in the Transportation Research Board's Highway Capacity Manual (HCM), quantify and categorize the driver's discomfort, frustration, fuel consumption, and travel times experienced as a result of intersection control and the resulting traffic queuing. A detailed description of each LOS rating can be found in **Table 3**.

Table 3. Level of Service Grading Descriptions¹

Level of Service	Description
A	Minimal control delay; traffic operates at primarily free-flow conditions; unimpeded movement within traffic stream.
B	Minor control delay at signalized intersections; traffic operates at a fairly unimpeded level with slightly restricted movement within traffic stream.
C	Moderate control delay; movement within traffic stream more restricted than at LOS B; formation of queues contributes to lower average travel speeds.
D	Considerable control delay that may be substantially increased by small increases in flow; average travel speeds continue to decrease.
E	High control delay; average travel speed no more than 33 percent of free flow speed.
F	Extremely high control delay; extensive queuing and high volumes create exceedingly restricted traffic flow.

¹Highway Capacity Manual 2010

The range of control delay for each rating (as detailed in the HCM) is shown in **Table 4**. Because signalized intersections are expected to carry a higher volume of vehicles and stopping is required during red time, note that higher delays are tolerated for the corresponding LOS ratings.

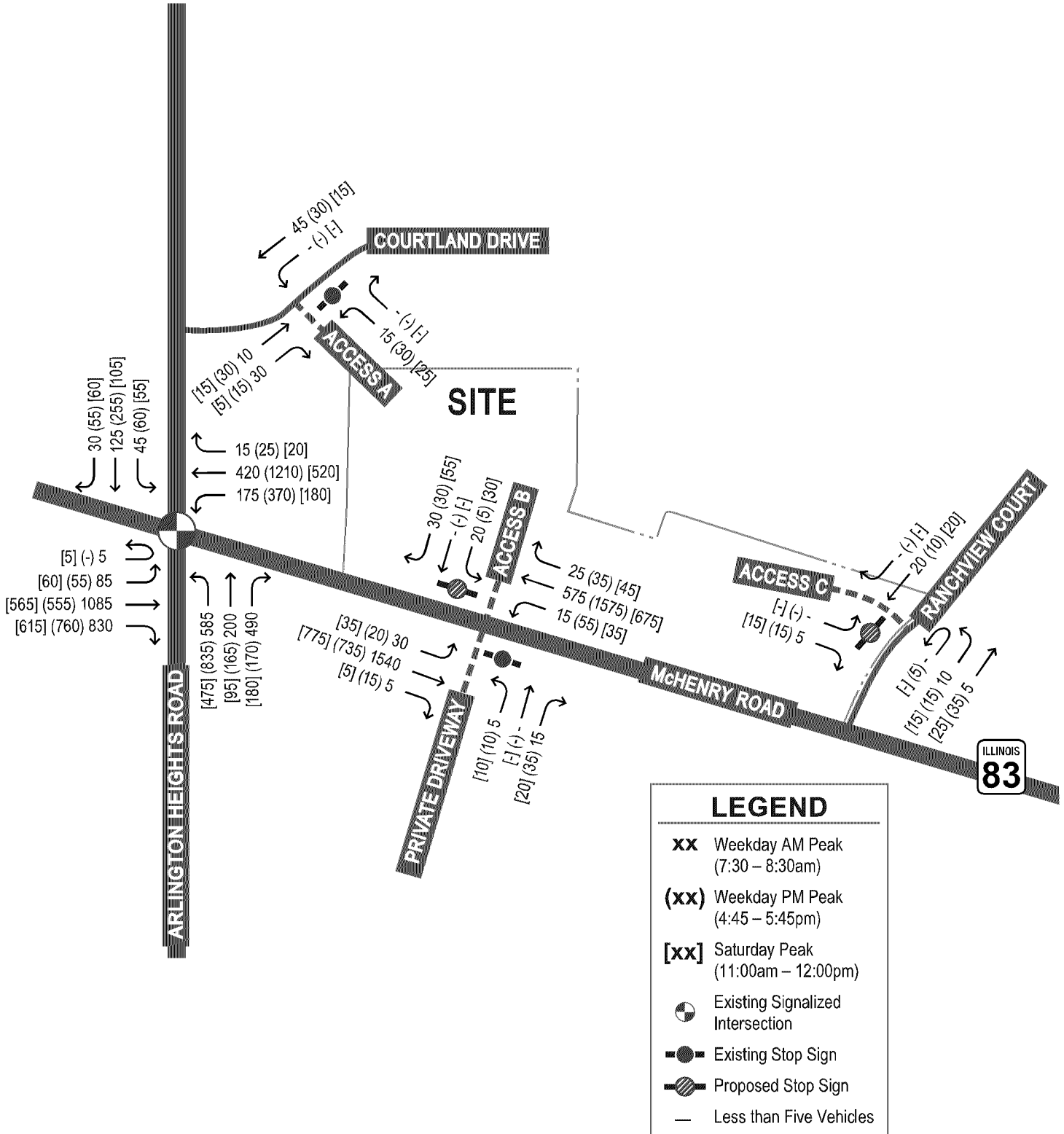


Table 4. Level of Service Grading Criteria¹

Level of Service	Average Control Delay (s/veh) at:	
	Unsignalized Intersections	Signalized Intersections
A	0 – 10	0 – 10
B	> 10 – 15	> 10 – 20
C	> 15 – 25	> 20 – 35
D	> 25 – 35	> 35 – 55
E	> 35 – 50	> 55 – 80
F ²	> 50	> 80

¹Highway Capacity Manual 2010²All movements with a Volume to Capacity (v/c) ratio greater than 1 receive a rating of LOS F.

Based on these standards, capacity results were identified for the study intersections under existing conditions. In order to evaluate existing traffic operation, signal timings for the McHenry Road/Arlington Heights Road intersection were obtained from the Illinois Department of Transportation (IDOT). For purposes of a conservative analysis, right-turn-on-red (RTOR) movements were not included in the analysis of the signalized intersection. Minor-leg stop control was assumed for the analysis of Access B and Access C (existing stop sign posted at Access A). It should be noted that this study does not consider the effects of platooned vehicle progression along McHenry Road for the analysis of Access B. Vehicle platooning often increases the number of gaps available to minor-street vehicles, thereby reducing actual vehicle delay relative to the results projected by the model; as such, the results contained within this study can be considered conservative.

The results of capacity analysis for existing conditions are summarized in **Table 5**. In this table, operation on each approach is quantified according to the average delay per vehicle and the corresponding level of service. Overall intersection operations are reported for the signalized intersection. Overall intersection level of service is not reported for minor-leg stop-controlled intersections, since the majority of vehicles are able to move through the intersection with little to no delay. The results presented in Table 5 are based on Synchro's HCM 2010 reports. A copy of the capacity analysis reports is provided as **Attachment 3**.

Table 5. Existing and Build Levels of Service

Intersection	Existing Traffic Conditions						Build Traffic Conditions (with Outlot Development)					
	Weekday			Saturday			Weekday			Saturday		
	AM Peak Hour Delay (s/veh)	LOS	PM Peak Hour Delay (s/veh)	LOS	Midday Peak Hour Delay (s/veh)	LOS	AM Peak Hour Delay (s/veh)	LOS	PM Peak Hour Delay (s/veh)	LOS	Midday Peak Hour Delay (s/veh)	LOS
McHenry Road / Arlington Heights Road *	42	D	66	E ³	24	C	42	D	66	E ³	24	C
Eastbound	40	D ¹	65	E	13	B	41	D ¹	65	E	14	B
Westbound	>120	F	77	E ²	>120	F	>120	F	77	E ²	>120	F
Northbound	71	E ²	96	F	49	D ¹	71	E ²	96	F	48 ⁴	D ¹
Southbound	70	E	71	E	70	E	70	E	71	E	70	E
Intersection												
Access A / Courtland Drive	△											
Westbound (Left)	7	A	7	A	7	A	7	A	7	A	7	A
Northbound (Access A)	9	A	9	A	9	A	9	A	9	A	9	A
Access B / McHenry Road	△											
Eastbound (Left)	9	A	15-	B	9	A	9	A	15	C	9	A
Westbound (Left)	15+	C	10-	A	10-	A	15-	B	10-	A	10-	A
Northbound	74	F	>120	F ⁵	24	C	87	F	>120	F ⁵	27	D
Southbound	41	E	>120	F ⁵	21	C	70	F	>120	F ⁵	33	D
Access C / Ranchview Court	△											
Eastbound (Access C)	9	A	9	A	9	A	9	A	9	A	9	A
Northbound (Left)	7	A	7	A	7	A	7	A	7	A	7	A

¹Left-turn movement operates at LOS E.²Left-turn movement operates at LOS F.³Right-turn movement operates at LOS F.⁴Decrease in delay as compared to existing conditions is attributable to additional green time allocated to the southbound approach under the build condition.⁵Based on volume of traffic along McHenry Road, delay and 95th percentile queues not reported. Assumed delay exceeds 120 seconds (LOS F).

With the addition of site-generated traffic, the signalized intersection of McHenry Road/Arlington Heights Road is expected to operate similar to existing conditions. The proposed outlot is not expected to materially impact delay or queue conditions at the signalized intersection.

The site access driveways are also expected to operate similar to existing conditions. At Access A (Courtland Drive) and Access C (Ranchview Court), limited delay is projected. The 95th percentile queues for outbound traffic are estimated to be approximately one vehicle or less during each peak hour, consistent with existing conditions.

At the intersection of Access B/McHenry Road, the eastbound and westbound left-turn movements are projected to continue to operate at LOS C or better during each peak hour. The 95th percentile queue projected for each turn lane is approximately one vehicle or less during the peak hours. The northbound and southbound approaches are expected to operate at LOS F during the weekday peak hours. During the Saturday midday peak hour, the northbound and southbound approaches are projected to operate at LOS D. The high average delay estimated for the northbound and southbound approaches is not unusual for a minor-street stop-controlled intersection with a heavily traveled arterial such as McHenry Road. These results are based on a conservative analysis that does not consider the effects of platooned vehicle progression from the signalized intersections along McHenry Road.

Based on the capacity analysis, the projected 95th percentile queue for outbound traffic at Access B is two vehicles during the weekday morning and Saturday midday peak hours. During the evening peak hour, 95th percentile queues are not reported for Access B under the existing and build conditions due to the volume of traffic along McHenry Road. During each peak hour, the 95th percentile queues projected for Access B would be internal to the site and are not expected to impact operations along McHenry Road.

The current site access and onsite circulation configuration provides flexibility for motorists to select an alternate outbound access driveway (i.e., Access A or Access C) if long delays or queues are observed at Access B. Furthermore, the proposed outlot development is considered a discretionary use; and therefore, if motorists experience significant delays or queues, alternate coffee shop locations may be selected.

In order to enhance access to the proposed drive-through window and facilitate circulation through the parking lot, onsite wayfinding is recommended. Installation of minor-leg stop control is recommended for Access B and Access C (existing stop sign posted at Access A).

Conclusion

Based on an evaluation of existing and build traffic conditions, the following recommendations have been identified for Spoerlein Commons as part of development of the proposed outlot:

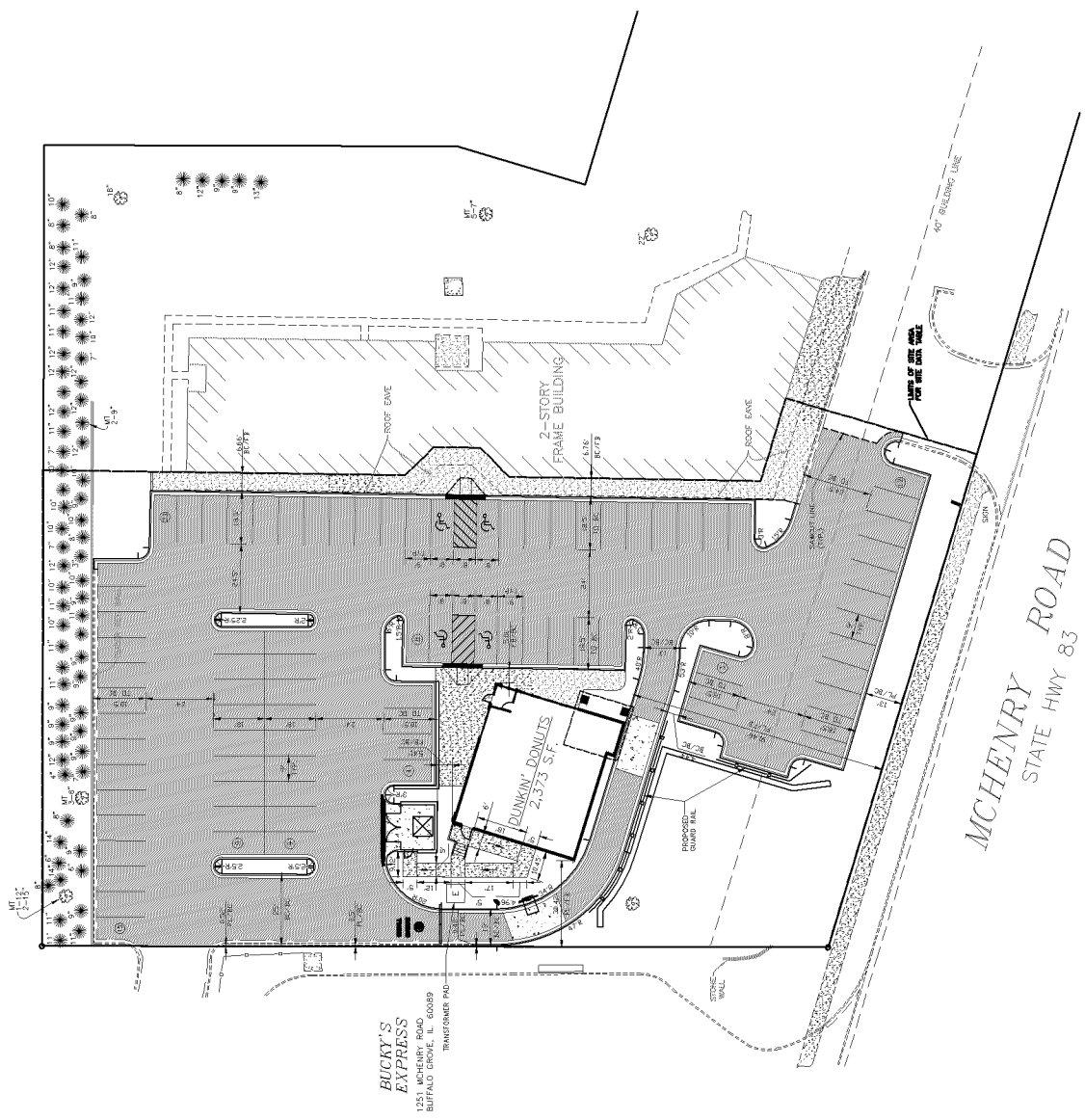
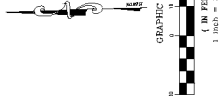
- Minor-leg stop control should be posted for outbound traffic at Access B and Access C.
- Onsite wayfinding should be installed to facilitate inbound and outbound access for the proposed drive-through window.

Regardless of the final configuration of the intersection geometrics, several additional items should be taken into consideration when preparing the site plan for the subject development. As the site design progresses, care should be taken with landscaping, signage, and monumentation at the site access locations to ensure that adequate horizontal sight distance is provided. If alterations to the site plan or land use should occur, changes to the analysis provided within this traffic impact study may be needed.

ATTACHMENTS

1. Conceptual Site Plan
2. Traffic Count Data
3. Synchro Capacity Reports
 - Existing Conditions
 - Build Conditions

CONCEPTUAL SITE PLAN



SURFACE IMPROVEMENT LEGEND	
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	1/4\"/>
	1/8\"/>
	1/16\"/>
	1/32\"/>
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TRAFFIC COUNT DATA

Study Name Arlington Heights Rd & McHenry Rd
Date Thursday, March 07, 2019

Report Summary

Time Period	Class.	Eastbound					Westbound					Northbound					Southbound					Total				
		U	L	T	R	I	O	U	L	T	R	I	O	U	L	T	R	I	O	U	L		T	R	I	O
AM Peak Hour Specified Period 7:30 AM - 8:30 AM	Lights	4	81	1069	807	1961	998	0	168	399	14	581	1592	0	566	198	481	1245	1092	0	42	117	29	188	293	3975
	%	100%	96%	99%	97%	98%	96%	0%	98%	95%	88%	97%	98%	0%	96%	95%	98%	97%	97%	0%	95%	94%	94%	94%	98%	97%
	Mediums	0	1	11	15	27	23	0	3	8	2	13	21	0	13	2	8	23	25	0	2	7	2	11	5	74
	%	0%	1%	1%	2%	1%	2%	0%	2%	2%	13%	2%	1%	0%	2%	1%	2%	2%	2%	0%	5%	6%	6%	6%	2%	2%
	ticated Truc	0	2	3	6	11	16	0	0	8	0	8	4	0	8	0	1	9	6	0	0	0	0	0	2	28
PM Peak Hour Specified Period 4:45 PM - 5:45 PM	%	0%	2%	0%	1%	1%	2%	0%	0%	2%	0%	1%	0%	0%	1%	0%	0%	1%	1%	0%	0%	0%	0%	0%	1%	1%
	Total	4	84	1083	828	1999	1037	0	171	415	16	602	1617	0	587	200	490	1277	1123	0	44	124	31	199	300	4077
	PHF	0.5	0.88	0.93	0.95	0.95	0.84	0	0.87	0.89	0.8	0.92	0.99	0	0.8	0.85	0.91	0.91	0.95	0	0.69	0.89	0.86	0.96	0.85	0.93
	HV %	0%	4%	1%	3%	2%	4%	0%	2%	4%	13%	3%	2%	0%	4%	1%	2%	3%	3%	0%	5%	6%	6%	6%	2%	3%
	Lights	0	54	545	752	1351	2087	0	371	1200	26	1597	777	0	830	163	172	1165	1376	0	60	253	57	370	243	4483
One Hour Peak 4:45 PM - 5:45 PM	%	0%	100%	99%	99%	99%	99%	0%	100%	100%	96%	100%	99%	0%	99%	99%	100%	99%	99%	0%	100%	99%	100%	99%	99%	99%
	Mediums	0	0	6	7	13	10	0	0	6	1	7	6	0	4	1	0	5	9	0	0	2	0	2	2	27
	%	0%	0%	1%	1%	1%	0%	0%	0%	0%	4%	0%	1%	0%	0%	1%	0%	0%	1%	0%	0%	1%	0%	1%	1%	1%
	ticated Truc	0	0	1	0	1	3	0	0	0	0	0	1	0	3	0	0	3	0	0	0	0	0	0	0	4
	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total	Total	0	54	552	759	1365	2100	0	371	1206	27	1604	784	0	837	164	172	1173	1385	0	60	255	57	372	245	4514
	PHF	0	0.68	0.91	0.87	0.9	0.94	0	0.96	0.91	0.84	0.95	0.96	0	0.94	0.71	0.83	0.9	0.94	0	0.75	0.85	0.75	0.86	0.74	0.95
	HV %	0%	0%	1%	1%	1%	1%	0%	0%	0%	4%	0%	1%	0%	1%	1%	0%	1%	1%	0%	0%	1%	0%	1%	1%	1%
	Lights	0	54	545	752	1351	2087	0	371	1200	26	1597	777	0	830	163	172	1165	1376	0	60	253	57	370	243	4483
	%	0%	100%	99%	99%	99%	99%	0%	100%	100%	96%	100%	99%	0%	99%	99%	100%	99%	99%	0%	100%	99%	100%	99%	99%	99%

Study Name Arlington Heights Rd & McHenry Rd
Date Saturday, March 09, 2019

Report Summary

Time Period	Class.	Eastbound					Westbound					Northbound					Southbound					Total				
		U	L	T	R	I	O	U	L	T	R	I	O	U	L	T	R	I	O							
SAT Peak Hour	Lights	3	59	560	605	1227	1036	0	174	503	21	698	788	0	471	94	175	740	882	0	53	103	59	215	174	2880
Specified Period 11:00 AM - 12:00 PM	%	100%	100%	100%	98%	99%	95%	0%	99%	99%	100%	99%	100%	0%	99%	95%	100%	99%	98%	0%	98%	99%	100%	99%	99%	95%
	Mediums	0	0	1	10	11	8	0	1	4	0	5	2	0	4	1	0	5	12	0	1	1	0	2	1	23
One Hour Peak	%	0%	0%	0%	2%	1%	1%	0%	1%	1%	0%	1%	0%	0%	1%	1%	0%	1%	1%	0%	2%	1%	0%	1%	1%	1%
11:00 AM - 12:00 PM	ticated Truc	0	0	0	2	2	1	0	0	1	0	1	0	0	0	0	0	0	2	0	0	0	0	0	0	3
	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total	PHF	3	59	561	617	1240	1045	0	175	508	21	704	790	0	475	95	175	745	896	0	54	104	59	217	175	2906
	HV%	0.75	0.82	0.88	0.93	0.91	0.94	0	0.83	0.88	0.66	0.94	0.92	0	0.93	0.88	0.89	0.94	0.93	0	0.96	0.93	0.82	0.92	0.99	0.97
		0%	0%	0%	2%	1%	1%	0%	1%	1%	0%	1%	0%	0%	1%	1%	0%	1%	2%	0%	2%	1%	0%	1%	1%	1%

Study Name McHenry Rd & Access Driveway
Start Date Thursday, March 07, 2019

Report Summary

Time Period	Class.	Eastbound					Westbound					Northbound					Southbound					Total				
		U	L	T	R	I	O	U	L	T	R	I	O	U	L	T	R	I	O							
AM Peak Hour Specified Period 7:30 AM - 8:30 AM One Hour Peak 7:30 AM - 8:30 AM	Lights	0	18	1529	7	1554	574	1	15	550	13	579	1553	0	4	1	15	20	22	0	8	0	20	28	32	2181
	%	0%	100%	99%	100%	99%	96%	100%	94%	96%	100%	96%	99%	0%	100%	100%	94%	95%	96%	0%	100%	0%	100%	100%	100%	98%
	Mediums	0	0	18	0	18	17	0	1	17	0	18	19	0	0	0	1	1	1	1	0	0	0	0	0	37
	%	0%	0%	1%	0%	1%	3%	0%	6%	3%	0%	3%	1%	0%	0%	0%	6%	5%	4%	0%	0%	0%	0%	0%	0%	2%
	ticated Truc	0	0	4	0	4	6	0	0	6	0	6	4	0	0	0	0	0	0	0	0	0	0	0	0	10
PM Peak Hour Specified Period 4:45 PM - 5:45 PM One Hour Peak 4:45 PM - 5:45 PM	%	0%	0%	0%	0%	0%	1%	0%	0%	1%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Total	0	18	1551	7	1576	597	1	16	573	13	603	1576	0	4	1	16	21	23	0	8	0	20	28	32	2228
	PHF	0	0.75	0.97	0.58	0.98	0.9	0.25	0.36	0.88	0.65	0.92	0.98	0	0.33	0.25	0.67	0.58	0.41	0	0.33	0	0.62	0.7	0.73	0.97
	HV %	0%	0%	1%	0%	1%	4%	0%	6%	4%	0%	4%	1%	0%	0%	0%	6%	5%	4%	0%	0%	0%	0%	0%	0%	2%
	Lights	1	9	737	16	763	1604	1	53	1574	18	1646	776	0	10	0	36	46	70	0	2	1	19	22	27	2477
One Hour Peak 4:45 PM - 5:45 PM	%	100%	100%	99%	100%	99%	100%	100%	100%	100%	100%	100%	99%	0%	100%	0%	100%	100%	100%	0%	100%	100%	100%	100%	100%	100%
	Mediums	0	0	4	0	4	7	0	0	7	0	7	4	0	0	0	0	0	0	0	0	0	0	0	0	11
	%	0%	0%	1%	0%	1%	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	ticated Truc	0	0	1	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
One Hour Peak 4:45 PM - 5:45 PM	Total	1	9	742	16	768	1611	1	53	1581	18	1653	781	0	10	0	36	46	70	0	2	1	19	22	27	2489
	PHF	0.25	0.56	0.93	0.57	0.94	0.95	0.25	0.78	0.94	0.64	0.94	0.93	0	0.62	0	0.75	0.88	0.73	0	0.25	0.25	0.53	0.5	0.75	0.97
	HV %	0%	0%	1%	0%	1%	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Lights	1	9	742	16	768	1611	1	53	1581	18	1653	781	0	10	0	36	46	70	0	2	1	19	22	27	2489
	%	100%	100%	99%	100%	99%	100%	100%	100%	100%	100%	100%	99%	0%	100%	0%	100%	100%	100%	0%	100%	100%	100%	100%	100%	100%

Study Name McHenry Rd & Access Driveway
End Date Saturday, March 09, 2019

Report Summary

Time Period	Class.	Eastbound					Westbound					Northbound					Southbound					Total				
		U	L	T	R	I	Q	U	L	T	R	I	Q	U	L	T	R	I	Q	U	L		T	R	I	Q
SAT Peak Hour	Lights	0	9	785	3	797	722	0	37	687	13	737	814	0	11	0	21	32	40	0	8	0	24	32	22	1598
Specified Period 11:00 AM - 12:00 PM	%	0%	100%	99%	100%	100%	95%	0%	100%	99%	100%	99%	100%	0%	100%	0%	100%	100%	100%	0%	100%	0%	100%	100%	100%	100%
	Mediums	0	0	4	0	4	3	0	0	3	0	3	4	0	0	0	0	0	0	0	0	0	0	0	0	7
One Hour Peak	%	0%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
11:00 AM - 12:00 PM	ticated Truc	0	0	0	0	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	1
	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total		0	9	789	3	801	726	0	37	691	13	741	818	0	11	0	21	32	40	0	8	0	24	32	22	1606
PHF		0	0.75	0.93	0.38	0.93	0.93	0	0.84	0.91	0.65	0.93	0.91	0	0.69	0	0.58	0.62	0.83	0	0.67	0	0.55	0.57	0.79	0.95
HV %		0%	0%	1%	0%	0%	1%	0%	0%	1%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Study Name Ranchview Ct & Access Driveway
Start Date Thursday, March 07, 2019

Report Summary

Time Period	Class.	Eastbound				Northbound				Southbound			
		U	L	R	I	O	U	L	T	I	O	T	Total
AM Peak Hour	Lights	0	0	2	2	4	0	4	4	8	22	0	30
Specified Period	%	0%	0%	100%	100%	100%	0%	100%	57%	73%	100%	100%	91%
7:30 AM - 8:30 AM	Mediums	0	0	0	0	0	0	0	3	3	0	0	3
One Hour Peak	%	0%	0%	0%	0%	0%	0%	0%	43%	27%	0%	0%	9%
7:30 AM - 8:30 AM	articulated Truc	0	0	0	0	0	0	0	0	0	0	0	0
	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total		0	0	2	2	4	0	4	7	11	22	0	33
PHF		0	0	0.5	0.5	0.5	0	0.5	0.35	0.39	0.79	0	0.63
HV %		0%	0%	0%	0%	0%	0%	0%	43%	27%	0%	0%	9%
PM Peak Hour	Lights	0	1	11	12	14	3	13	35	51	24	1	74
Specified Period	%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
4:45 PM - 5:45 PM	Mediums	0	0	0	0	0	0	0	0	0	0	0	0
One Hour Peak	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
4:45 PM - 5:45 PM	articulated Truc	0	0	0	0	0	0	0	0	0	0	0	0
	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total		0	1	11	12	14	3	13	35	51	24	1	74
PHF		0	0.25	0.46	0.5	0.58	0.75	0.54	0.8	0.91	0.67	0.83	0.88
HV %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Study Name Ranchview Ct & Access Driveway
End Date Saturday, March 09, 2019

Report Summary

Time Period	Class.	Eastbound					Northbound					Southbound				
		U	L	R	I	O	U	L	T	I	O	U	T	R	I	O
SAT Peak Hour	Lights	0	1	10	11	8	1	8	24	33	30	0	19	0	19	25
Specified Period	%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	0%	100%	0%	100%	100%
11:00 AM - 12:00 PM	Mediums	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
One Hour Peak	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
11:00 AM - 12:00 PM	ticated Truc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total		0	1	10	11	8	1	8	24	33	30	0	19	0	19	25
PHF		0	0.25	0.83	0.69	0.5	0.25	0.5	0.75	0.69	0.75	0	0.68	0	0.68	0.78
HV %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Study Name Courtland Dr & Access Driveway
Start Date Thursday, March 07, 2019

Report Summary

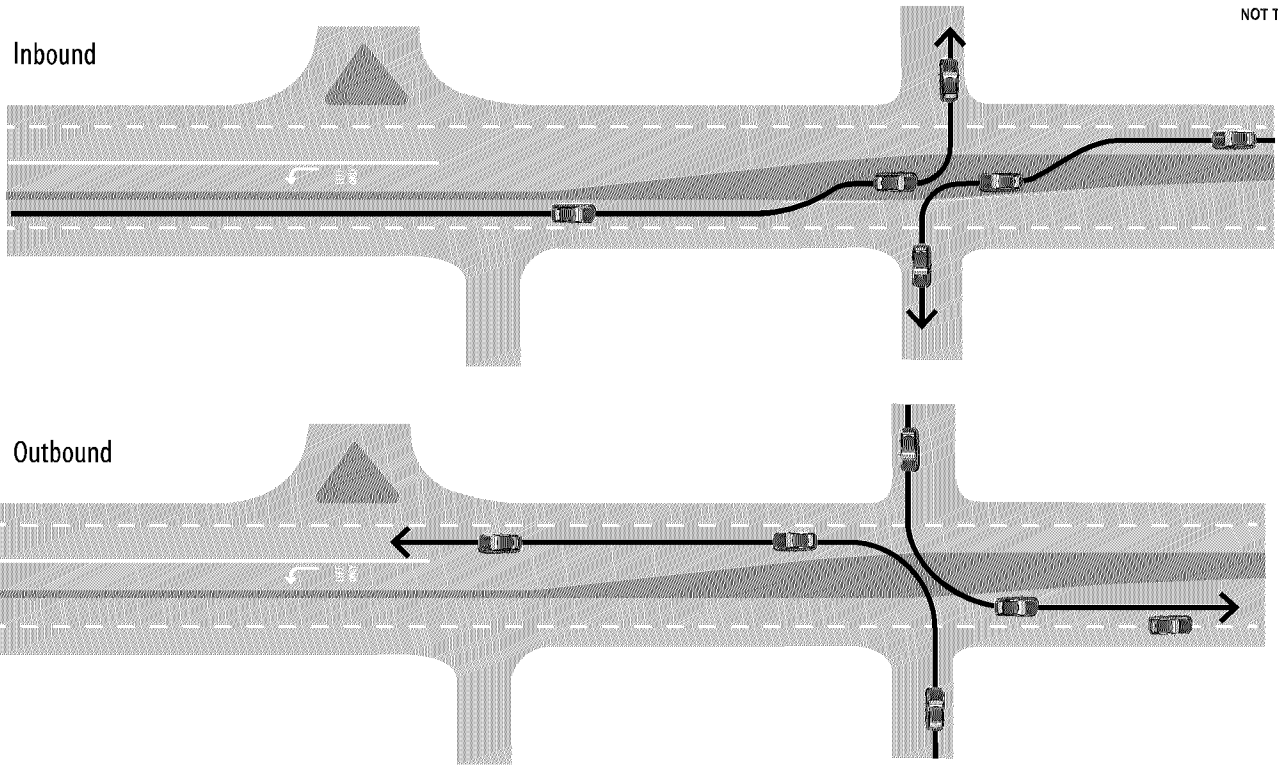
Time Period	Class.	Westbound					Northbound					Southbound					Total
		U	L	R	I	O	U	T	R	I	O	U	L	T	I	O	
AM Peak Hour Specified Period 7:30 AM - 8:30 AM One Hour Peak 7:30 AM - 8:30 AM	Lights	0	15	1	16	24	0	11	23	34	56	0	1	41	42	12	92
	%	0%	100%	100%	100%	100%	0%	92%	100%	97%	95%	0%	100%	93%	93%	92%	96%
	Mediums	0	0	0	0	0	0	1	0	1	3	0	0	3	3	1	4
	%	0%	0%	0%	0%	0%	0%	8%	0%	3%	5%	0%	0%	7%	7%	8%	4%
	articulated Truc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Total	0	15	1	16	24	0	12	23	35	59	0	1	44	45	13	96
	PHF	0	0.62	0.25	0.57	0.6	0	0.38	0.64	0.62	0.82	0	0.25	0.79	0.8	0.41	0.83
	HV %	0%	0%	0%	0%	0%	0%	8%	0%	3%	5%	0%	0%	7%	7%	8%	4%
PM Peak Hour Specified Period 4:45 PM - 5:45 PM One Hour Peak 4:45 PM - 5:45 PM	Lights	0	27	2	29	17	0	28	16	44	58	0	1	31	32	30	105
	%	0%	100%	100%	100%	100%	0%	100%	100%	100%	100%	0%	100%	100%	100%	100%	100%
	Mediums	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	articulated Truc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Total	0	27	2	29	17	0	28	16	44	58	0	1	31	32	30	105
	PHF	0	0.61	0.5	0.6	0.53	0	0.64	0.5	0.79	0.85	0	0.25	0.65	0.67	0.62	0.88
	HV %	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Report Summary

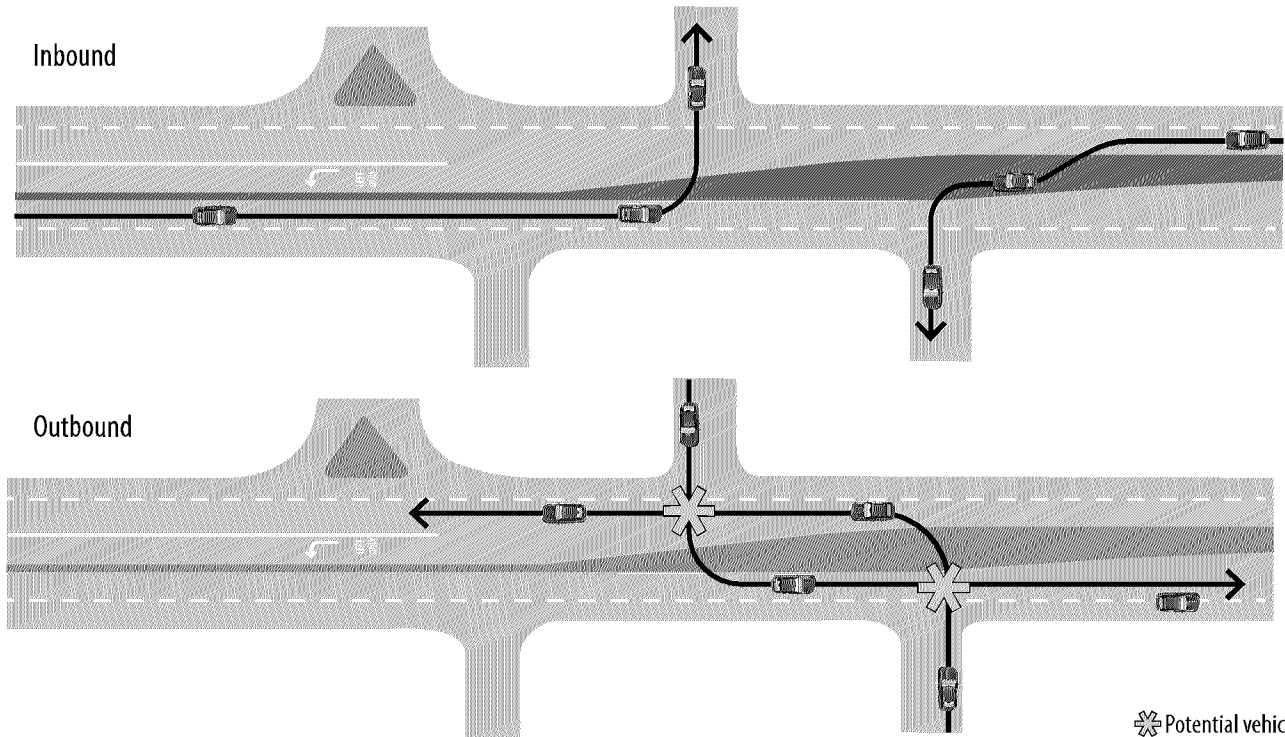
Time Period	Class.	Westbound					Northbound					Southbound					
		U	L	R	I	O	U	T	R	I	O	U	L	T	I	O	Total
SAT Peak Hour	Lights	0	21	0	21	7	0	13	7	20	37	0	0	16	16	13	57
Specified Period	%	0%	100%	0%	100%	100%	0%	100%	100%	100%	97%	0%	0%	94%	94%	100%	98%
11:00 AM - 12:00 PM	Mediums	0	0	0	0	0	0	0	0	0	1	0	0	1	1	0	1
One Hour Peak	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	3%	0%	0%	6%	6%	0%	2%
11:00 AM - 12:00 PM	truncated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total		0	21	0	21	7	0	13	7	20	38	0	0	17	17	13	58
PHF		0	0.52	0	0.52	0.58	0	0.65	0.58	0.83	0.73	0	0	0.85	0.85	0.65	0.91
HV %		0%	0%	0%	0%	0%	0%	0%	0%	0%	3%	0%	0%	6%	6%	0%	2%



EXISTING: ACCESS DRIVEWAYS ALIGNED ON OPPOSITE SIDES OF McHENRY ROAD



SUGGESTED MODIFICATION: RELOCATE SPOERLEIN COMMONS ACCESS DRIVEWAY WEST



✕ Potential vehicle conflict

March 26, 2020
Update: June 19, 2020
File: 271-121-16

**Preliminary Storm Water Management Report
For
Proposed Dunkin Drive-Thru
Spoerlein Commons
1151 McHenry Road
Buffalo Grove (Lake County), IL**

Description of Proposed Development (Refer also to the Preliminary Engineering Plans and Drainage Exhibit):

Spoerlein Commons is an existing office and retail development located to the north of McHenry Road (Illinois State Route 83) and easterly of Arlington Heights Road. An existing Bucky's Express Convenience Store and Fuel Sales Center is located immediately to the west of Spoerlein Commons, between the Spoerlein Commons parcel and Arlington Heights Rd. The proposed new drive-thru facility is a stand-alone/outbuilding located at the southwest portion of the existing Spoerlein Commons. The previously approved plan for Spoerlein Commons included additional out buildings, in the general vicinity of the currently proposed drive-thru, which to date have not been built.

An existing stormwater detention system is located at the southwest corner of the subject parcel, adjacent to the Bucky's Express. This existing detention basin is part of an overall stormwater management system for both the Spoerlein Commons and Bucky's Express parcels.

The proposed Spoerlein Commons development includes two drainage areas. The southern area drains to the existing detention basin at the southwest corner of the Spoerlein Commons parcel. The north portion of the proposed development area drains to a separate existing detention basin/stormwater management system located at the southeast corner of the overall Spoerlein Commons parcel.

Per a Bucky's Express Storm Water Memorandum, with a latest date of October 25, 2012, with the combined surface and underground storage provided by the Bucky's Express site and the existing Spoerlein Commons basin, 0.545 acre-feet of storage is provided. This includes 0.182 acre-feet of detention storage volume provided within the existing basin located primarily on the Spoerlein Commons parcel. For the design of this overall stormwater management system, a tributary area of 0.69 acres with a composite runoff coefficient ("C") of 0.90 (approximately 90% impervious), and an allocated release rate of 0.311 cfs, the associated detention volume requirement used for the tributary portion of Spoerlein Commons was 0.188 acre-feet. The design for this overall stormwater management system used a 713.90 high water elevation controlled by a stand pipe within the Bucky's Express site.

As shown on the attached Drainage Exhibit, as well as the Detention Calculations and Table A -summary storage provided in the existing basin at the southwest corner of the site, 0.81 acres, with a composite "C" value of 0.77, is tributary to the Spoerlein Commons basin, which results in a detention storage volume requirement of 0.187 acre-feet, or slightly less than the 0.188 acre feet required for the Spoerlein Commons parcel as indicated in the above referenced Bucky's Express Storm Water Memorandum. In regards to storage provided, based on a recent topographic survey of the Spoerlein Commons parcel, including the existing Spoerlein Commons detention basin, the existing storage with the basin at the 713.9 high water elevation is approximately 0.208 acre-feet (which is greater than the 0.182 acre-feet of storage allocated to the basin per the Bucky's Express Memorandum). It is noted, the topographic survey reflected a stormwater overflow from the Spoerlein Commons basin at an elevation of 714.66+/- . Therefore, an existing basin high water level (HWL) of 714.7 was also reviewed, which provides 0.280 acre-feet of storage.

With the proposed Dunkin Drive-Thru, the area tributary to the existing Spoerlein Commons basin is approximately 0.78 acres, with a composite "C" of 0.83, which results in a required storage volume of 0.198 acre-feet. Proposed site modifications slightly increase the storage provided within the Spoerlein Commons basin to approximately 0.214 acre-feet at the 713.9 elevation, and 0.291 acre-feet at the 714.7 elevation.

For reference, a Table B is attached which provides a summary of the various conditions associated with the existing basin at the southwest corner of Spoerlein Commons.

The north drainage area, which drains to an existing basin at the southeast corner of the overall Spoerlein Commons parcel, has an existing drainage area of approximately 0.50 acres, with a composite "C" value of 0.87 (see attached Calculation of Composite Run-Off Coefficients). The previously approved plan for Spoerlein Commons included a future building within this north drainage area which would increase the impervious area by approximately 1750 sq ft, resulting in an increased composite "C" of 0.90. The proposed condition for the north drainage area reflects a tributary area of approximately 0.52 acres, with a "C" value of 0.88. Comparing the CxA value for the north drainage area existing condition (with the future building included) to the proposed condition indicates the following:

- Existing condition with future building – $0.50 \times .90 = 0.450$
- Proposed condition ----- $0.52 \times .88 = 0.458$

Therefore, storm water runoff from the north drainage area in the proposed condition would be very comparable to the existing condition with the additional buildings included with the previously approved Spoerlein Commons plan.

Review of Stormwater Ordinance:

Per the Village of Buffalo Grove Municipal Code, detention and stormwater management are to be in accordance with the Lake County Watershed Development Ordinance (WDO) for parcels in Lake County. Per the Site Data Table with the Site Geometric and Paving Plan, the project site area as outlined is approximately 1.19 ac and the increase in impervious area with the proposed conditions is 5,042 sq ft (0.12 Ac+/-), which does not reflect the 4,481 sq ft of future building area included in the previously approved plan for Spoerlein Commons. (If the 4,481 sq ft of future building area is reflected in the impervious area comparison, the increase in impervious area would be reduced to approximately 561 sq ft.) It is noted the existing Spoerlein Commons area was constructed in the mid to late 1980's – prior to the 10/18/92 effective date of the WDO. Therefore, the "new impervious" area per the WDO would be the above referenced 5,042 sq ft. The

proposed “development area” (and “hydrologically disturbed” area) is reflected on the attached Drainage Exhibit and includes approximately 0.96 acres.

With a hydrologically disturbed area of 0.96 +/- acres (less than 3 acres) and new impervious surface of 0.12 acres +/- (less than 0.5 acres), a Watershed Development Permit as outlined in the WDO is not required. Also, with a hydrologically disturbed area less than one (1) acre and the proposed new impervious surface less than one-half (0.5) acre, the Runoff Volume Reduction (RVR) Quantitative Standard of the WDO is not applicable.

With the 5,042 sq ft of new impervious area and a hydrologically disturbed area greater than 5,000 sq feet, a soils erosion and sediment control plan in accordance with the WDO will be provided in conjunction with the Final Engineering Plans and associated approvals.

The WDO also indicates “redevelopment of previously developed sites shall maintain existing storage volume and shall not increase the rate of runoff from the site”. With the proposed Dunkin Drive-Thru, there is no change to the release rate and associated control system for the existing stormwater basins and the existing storage volumes are maintained. For the existing basin at the southwest corner of Spoerlein Commons the storage volume is actually increased as discussed above.

CALCULATION OF COMPOSITE RUN-OFF COEFFICIENTS

Designer:	PDL
Description:	SPOERLEIN COMMONS - DUNKIN

TOTAL PROJECT AREA (FROM SITE DATA SUMMARY)

1.19 Ac.

DEVELOPED RUNOFF COEFFICIENTS

AREA NO. 1 (NORTH)

EXISTING

			<u>Area (Ac)</u>	<u>%</u>	<u>"C"</u>	<u>Wt. Avg.</u>	
Impervious Area	17,602	S.F.	0.404	81.0	0.95	0.770	
Pervious Area	4,126	S.F.	0.095	19.0	0.50	0.095	
Total			0.499	100.00		0.865	
COMPOSITE "C" (USE) =							0.87

EXISTING (INCLUDING 1750+/- S.F. FOR FUTURE BUILDING)

			<u>Area (Ac)</u>	<u>%</u>	<u>"C"</u>	<u>Wt. Avg.</u>	
Impervious Area	19,352	S.F.	0.444	89.1	0.95	0.846	
Pervious Area	2,376	S.F.	0.055	10.9	0.50	0.055	
Total			0.499	100.00		0.901	
COMPOSITE "C" (USE) =							0.90

PROPOSED

			<u>Area (Ac)</u>	<u>%</u>	<u>"C"</u>	<u>Wt. Avg.</u>	
Impervious Area	19,187	S.F.	0.440	84.2	0.95	0.800	
Pervious Area	3,604	S.F.	0.083	15.8	0.50	0.079	
Total			0.523	100.00		0.879	
COMPOSITE "C" (USE) =							0.88

AREA NO. 2 (SOUTH)

EXISTING

			<u>Area (Ac)</u>	<u>%</u>	<u>"C"</u>	<u>Wt. Avg.</u>	
Impervious Area	21,435	S.F.	0.492	60.9	0.95	0.579	
Pervious Area	13,753	S.F.	0.316	39.1	0.50	0.195	
Total			0.808	100.00		0.774	
COMPOSITE "C" (USE) =							0.77

PROPOSED

			<u>Area (Ac)</u>	<u>%</u>	<u>"C"</u>	<u>Wt. Avg.</u>	
Impervious Area	25,183	S.F.	0.578	73.8	0.95	0.701	
Pervious Area	8,943	S.F.	0.205	26.2	0.50	0.131	
Total			0.783	100.00		0.832	
COMPOSITE "C" (USE) =							0.83

NOTE: THE AREA 2 IMPERVIOUS AREA INCLUDES 5,079 S.F. OF EXISTING BUILDING AREA FOR BOTH THE EXISTING AND PROPOSED CONDITION

RWG ENGINEERING, LLC.
975 E. 22nd Street
Wheaton, IL 60189
(630) 774-9501

Detention Calculator
Modified Rational Method

TELEPHONE (630) 774-9501			DESCRIPTION		Spoerlein Commons - Update to Bucky's Aug 2012 Basin Calculation-		
					Technical Bulletin 70 (7.58 in. - 100 Year Rainfall)		
					STORAGE VOLUME WITH EXISTING SITE TRIBUTARY AREA		
DURATION	TIME	100 YR. INT	INFLOW RATE	STORED RATE	VOLUME		
(HOURS)	(MIN)	(IN/HR)	(CFS)	(CFS)	(ACRE-FT)		
0.50	30	5.60	3.49	3.18	0.13	Area of site in acres:	0.81
0.67	40	4.92	3.07	2.76	0.15	Trapped water area in acres:	0.00
0.83	50	4.24	2.64	2.33	0.16	Net area for release computation in acres:	0.00
1.00	60	3.56	2.22	1.91	0.16	Design release rate in CFS:	0.31
1.50	90	2.90	1.81	1.50	0.19	Unrestricted release rate in CFS:	0.00
2.00	120	2.24	1.40	1.09	0.18	Bypass release rate in CFS:	0.00
3.00	180	1.62	1.01	0.70	0.18	Total design release in CFS:	0.31
4.00	240	1.40	0.87	0.56	0.19	Developed runoff coefficient:	0.77
5.00	300	1.17	0.73	0.42	0.18		
6.00	360	0.95	0.59	0.28	0.14	Maximum volume in Acre-Ft =	0.187
7.00	420	0.88	0.55	0.24	0.14		
8.00	480	0.82	0.51	0.20	0.13		
9.00	540	0.75	0.47	0.16	0.12		
10.00	600	0.68	0.43	0.12	0.10		
11.00	660	0.62	0.38	0.07	0.07		
12.00	720	0.55	0.34	0.03	0.03		
13.00	780	0.52	0.33	0.02	0.02		
14.00	840	0.50	0.31	0.00	0.00		
15.00	900	0.47	0.29	-0.02	-0.02		
16.00	960	0.44	0.28	-0.03	-0.04		
17.00	1020	0.42	0.26	-0.05	-0.07		
18.00	1080	0.39	0.24	-0.07	-0.10		
19.00	1140	0.38	0.24	-0.07	-0.12		
20.00	1200	0.37	0.23	-0.08	-0.14		
21.00	1260	0.36	0.22	-0.09	-0.16		
22.00	1320	0.34	0.21	-0.10	-0.18		
23.00	1380	0.33	0.21	-0.10	-0.20		
24.00	1440	0.32	0.20	-0.11	-0.22		
		% of site	"C" Factor	Composite "C"			
Open Water Area		0.00	1.00	0.00			
Impervious Area		60.90	0.95	0.58			
Pervious Area		39.10	0.50	0.20			
Total :		100.00		0.77			

Attachment: Exhibit A Plan Set (O-2021-3 : Consider an Amendment to Ordinance 83-8 for a New Outbuilding, Special Use for a Drive-Through)

RWG ENGINEERING, LLC.
975 E. 22nd Street
Wheaton, IL 60189
(630) 774-9501

Detention Calculator
Modified Rational Method

TELEPHONE (630) 774-9501			DESCRIPTION		Spoerlein Commons - Update to Bucky's Aug 2012 Basin Calculation-			
			Technical Bulletin 70 (7.58 in. - 100 Year Rainfall)					
			STORAGE VOLUME WITH PROPOSED SITE TRIBUTARY AREA					
DURATION	TIME	100 YR. INT	INFLOW RATE	STORED RATE	VOLUME			
(HOURS)	(MIN)	(IN/HR)	(CFS)	(CFS)	(ACRE-FT)			
0.50	30	5.60	3.63	3.32	0.14	Area of site in acres:		0.78
0.67	40	4.92	3.19	2.88	0.16	Trapped water area in acres:		0.00
0.83	50	4.24	2.74	2.43	0.17	Net area for release computation in acres:		0.00
1.00	60	3.56	2.30	1.99	0.17	Design release rate in CFS:		0.31
1.50	90	2.90	1.88	1.57	0.20	Unrestricted release rate in CFS:		0.00
2.00	120	2.24	1.45	1.14	0.19	Bypass release rate in CFS:		0.00
3.00	180	1.62	1.05	0.74	0.18	Total design release in CFS:		0.31
4.00	240	1.40	0.90	0.59	0.20	Developed runoff coefficient:		0.83
5.00	300	1.17	0.76	0.45	0.19	<===		
6.00	360	0.95	0.62	0.31	0.15	Maximum volume in Acre-Ft =		0.198
7.00	420	0.88	0.57	0.26	0.15			
8.00	480	0.82	0.53	0.22	0.15			
9.00	540	0.75	0.49	0.18	0.13			
10.00	600	0.68	0.44	0.13	0.11			
11.00	660	0.62	0.40	0.09	0.08			
12.00	720	0.55	0.36	0.05	0.05			
13.00	780	0.52	0.34	0.03	0.03			
14.00	840	0.50	0.32	0.01	0.01			
15.00	900	0.47	0.30	-0.01	-0.01			
16.00	960	0.44	0.29	-0.02	-0.03			
17.00	1020	0.42	0.27	-0.04	-0.06			
18.00	1080	0.39	0.25	-0.06	-0.09			
19.00	1140	0.38	0.24	-0.07	-0.10			
20.00	1200	0.37	0.24	-0.07	-0.12			
21.00	1260	0.36	0.23	-0.08	-0.14			
22.00	1320	0.34	0.22	-0.09	-0.16			
23.00	1380	0.33	0.21	-0.10	-0.18			
24.00	1440	0.32	0.21	-0.10	-0.21			
		% of site	"C" Factor	Composite "C"				
Open Water Area		0.00	1.00	0.00				
Impervious Area		73.80	0.95	0.70				
Pervious Area		26.20	0.50	0.13				
Total :		100.00		0.83				

Attachment: Exhibit A Plan Set (O-2021-3 : Consider an Amendment to Ordinance 83-8 for a New Outbuilding, Special Use for a Drive-Through)

Date: 03-24-2020

Project No. 271-121-16

Designer: PDL
 Description: Dunkin-Spoerlein Commons, Buffalo Grove, IL

TABLE A
STORAGE IN EXISTING BASIN
AT
SOUTHWEST CORNER OF SITE

EXISTING CONDITIONS

<u>CONTOUR</u>	<u>AREA</u>		<u>AVERAGE</u>		<u>INCREMENT</u>		<u>INCREMENT</u>	<u>VOLUME</u>		<u>TOTAL</u>	
709.1	0	S.F.									
			606.5	S.F.	0.9	FT.	546	C.F.	546	C.F.	
710.0	1,213	S.F.									
			1,487.5	S.F.	1.0	FT.	1,488	C.F.	2,033	C.F.	
711.0	1,762	S.F.									
			1,967.0	S.F.	1.0	FT.	1,967	C.F.	4,000	C.F.	
712.0	2,172	S.F.									
			2,401.0	S.F.	1.0	FT.	2,401	C.F.	6,401	C.F.	
713.0	2,630	S.F.									
			2,973.5	S.F.	0.9	FT.	<u>2,676</u>	C.F.	9,078	C.F.	
714.0	3,317	S.F.									
TOTAL STORAGE @ 713.9 HWL--								9,078	C.F.	0.208	Ac-Ft

PROPOSED CONDITIONS

<u>CONTOUR</u>	<u>AREA</u>		<u>AVERAGE</u>		<u>INCREMENT</u>		<u>INCREMENT</u>	<u>VOLUME</u>		<u>TOTAL</u>	
709.1	0	S.F.									
			606.5	S.F.	0.9	FT.	546	C.F.	546	C.F.	
710.0	1,213	S.F.									
			1,487.5	S.F.	1.0	FT.	1,488	C.F.	2,033	C.F.	
711.0	1,762	S.F.									
			1,967.0	S.F.	1.0	FT.	1,967	C.F.	4,000	C.F.	
712.0	2,172	S.F.									
			2,413.0	S.F.	1.0	FT.	2,413	C.F.	6,413	C.F.	
713.0	2,654	S.F.									
			3,211.5	S.F.	0.9	FT.	<u>2,890</u>	C.F.	9,304	C.F.	
714.0	3,769	S.F.									
TOTAL STORAGE @ 713.9 HWL--								9,304	C.F.	0.214	Ac-Ft

Attachment: Exhibit A Plan Set (O-2021-3 : Consider an Amendment to Ordinance 83-8 for a New Outbuilding, Special Use for a Drive-Through)

Date: 03-24-2020

Project No. 271-121-16

Designer: PDL
 Description: Dunkin-Spoerlein Commons, Buffalo Grove, IL

TABLE A
STORAGE IN EXISTING BASIN
AT
SOUTHWEST CORNER OF SITE

EXISTING CONDITIONS

<u>CONTOUR</u>	<u>AREA</u>		<u>AVERAGE</u>		<u>INCREMENT</u>		<u>INCREM'T</u> <u>VOLUME</u>		<u>TOTAL</u> <u>VOLUME</u>	
709.1	0	S.F.	606.5	S.F.	0.9	FT.	546	C.F.	546	C.F.
710.0	1,213	S.F.	1,487.5	S.F.	1.0	FT.	1,488	C.F.	2,033	C.F.
711.0	1,762	S.F.	1,967.0	S.F.	1.0	FT.	1,967	C.F.	4,000	C.F.
712.0	2,172	S.F.	2,401.0	S.F.	1.0	FT.	2,401	C.F.	6,401	C.F.
713.0	2,630	S.F.	2,973.5	S.F.	1.0	FT.	2,974	C.F.	9,375	C.F.
714.0	3,317	S.F.	4,013.5	S.F.	0.7	FT.	2,809	C.F.	12,184	C.F.
714.7	4,710	S.F.	4,918.5	S.F.	0.3	FT.	<u>1,476</u>	C.F.	13,660	C.F.
715.0	5,127	S.F.								
TOTAL STORAGE @ 714.7 HWL -							12,184	C.F.	0.280	Ac-Ft

PROPOSED CONDITIONS

<u>CONTOUR</u>	<u>AREA</u>		<u>AVERAGE</u>		<u>INCREMENT</u>		<u>INCREM'T</u> <u>VOLUME</u>		<u>TOTAL</u> <u>VOLUME</u>	
709.1	0	S.F.	606.5	S.F.	0.9	FT.	546	C.F.	546	C.F.
710.0	1,213	S.F.	1,487.5	S.F.	1.0	FT.	1,488	C.F.	2,033	C.F.
711.0	1,762	S.F.	1,967.0	S.F.	1.0	FT.	1,967	C.F.	4,000	C.F.
712.0	2,172	S.F.	2,413.0	S.F.	1.0	FT.	2,413	C.F.	6,413	C.F.
713.0	2,654	S.F.	3,211.5	S.F.	1.0	FT.	3,212	C.F.	9,625	C.F.
714.0	3,769	S.F.	4,336.5	S.F.	0.7	FT.	3,036	C.F.	12,660	C.F.
714.7	4,904	S.F.	5,025.0	S.F.	0.3	FT.	<u>1,508</u>	C.F.	14,168	C.F.
715.0	5,146	S.F.								
TOTAL STORAGE @ 714.7 HWL -							12,660	C.F.	0.291	Ac-Ft

Attachment: Exhibit A Plan Set (O-2021-3 : Consider an Amendment to Ordinance 83-8 for a New Outbuilding, Special Use for a Drive-Through)

Date: 03-24-2020
Update: 06-19-2020

Project No. 271-121-16

Designer: PDL
Description: Dunkin-Spoerlein Commons, Buffalo Grove, IL

TABLE B
SUMMARY FOR EXISTING BASIN
AT
SOUTHWEST CORNER OF SITE

<u>Description</u>	<u>Per Bucky's Memo</u>	<u>Existing Spoerlein</u>	<u>Proposed Spoerlein</u>
1 Tributary Area to Basin	0.69 Ac	0.81 Ac	0.78 Ac
2 Composite "C" Value	0.90	0.77	0.83
3 Detention Storage Required	0.188 Ac-Ft	0.187 Ac-Ft	0.198 Ac-Ft
4 Detention Storage Provided @ 713.9 HWL	0.182 Ac-Ft	0.208 Ac-Ft	0.214 Ac-Ft
5 Detention Storage Provided @ 714.7 HWL	N/A	0.280 Ac-Ft	0.291 Ac-Ft

NOTES:

- 1 "Per Bucky's Memo" - refers to criteria for the Spoerlein Commons stormwater detention basis at the southwest corner of the Spoerlein Commons parcel, as outlined in the Bucky's Express Storm Water Memorandum, with a latest date of October 25 2012
- 2 "Existing Spoerlein" - refers to the existing Spoerlein Commons site conditions, as reflected on the attached Existing & Proposed Drainage Exhibit, Calculation of Composite Run-Off Coefficients, Detention Calculations, and Table A - Storage in Existing Basin
- 3 "Proposed Spoerlein" - refers to the proposed Spoerlein Commons site conditions, as reflected on the attached Existing & Proposed Drainage Exhibit, Calculation of Composite Run-Off Coefficients, Detention Calculations, and Table A - Storage in Existing Basin

Attachment: Exhibit A Plan Set (O-2021-3 : Consider an Amendment to Ordinance 83-8 for a New Outbuilding, Special Use for a Drive-Through)

LEGEND

DIRECTION OF SURFACE FLOW

OVERFLOW RELIEF ROUTING

SHEET

1 OF 1



Engineering, LLC

975 E. 22nd St., Suite 400
Moline, IL 61909
Phone: 309.480.7899
Fax: 309.480.7899
WWW.RWG-ENGINEERING.COM

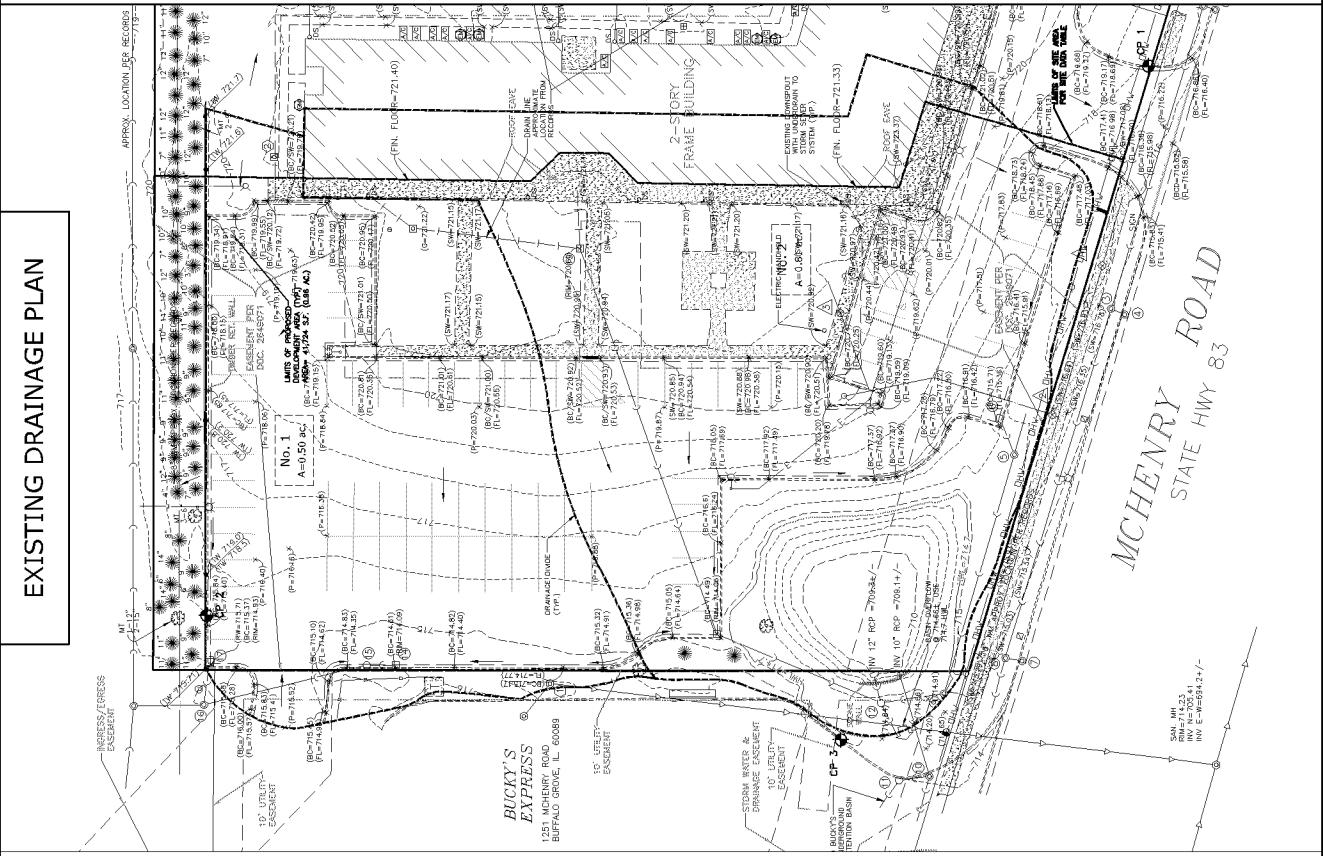
SPOERLEIN COMMONS - PROPOSED DRIVE THRU

BUFFALO GROVE, ILLINOIS

EXISTING & PROPOSED DRAINAGE EXHIBIT

DATE	05/16/2020
REVISION	REVISED BASE DRAINAGE EXHIBIT
BY	RM
CHECKED	
DATE	
REVISION	
BY	
CHECKED	
DATE	
REVISION	
BY	
CHECKED	

PROPOSED DRAINAGE PLAN



EXISTING DRAINAGE PLAN

ORDINANCE NO. 83- 8

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING
ORDINANCE OF THE VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS
(Spoerlein Farm)

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

WHEREAS, the hereinafter legally described real property was annexed to the Village of Buffalo Grove by Ordinance No. 83-7 pursuant to a written Annexation Agreement dated January 24, 1983, and approved by the Village by Ordinance No. 83- 6 ; and,

WHEREAS, notices of public hearings for zoning and annexation on said Annexation Agreement have been given and public hearings were held.

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

SECTION 1. The Comprehensive Zoning Ordinance of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as amended is hereby further amended by classifying upon annexation the territory hereinafter legally described into the B-3 Planned Business Center District:

LOT 3 AND LOT 4, and
THAT PART OF LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2: THENCE NORTH ALONG THE WEST LINE OF LOT 2, 39.00 FEET TO A POINT OF CURVATURE: THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 190.778 FEET, AN ARC DISTANCE OF 151.502 FEET (THE CHORD THEREOF DEFLECTING RIGHT 67 DEGREES 15 MINUTES FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE, A CHORD DISTANCE OF 147.662 FEET) TO A POINT OF TANGENCY: THENCE ALONG A TANGENT LINE 5.00 FEET TO A POINT: THENCE SOUTHEASTERLY A DISTANCE OF 145.00 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF LOT 2, SAID POINT BEING 18.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2: THENCE WEST ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 248.00 FEET, TO THE POINT OF BEGINNING: and
THAT PART OF LOT 5 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST MOST CORNER OF LOT 5 ON THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 83: THENCE NORTH ALONG THE WEST LINE OF LOT 5, A DISTANCE OF 155.00 FEET: THENCE EASTERLY ON A LINE 155.00 FEET NORTHERLY OF AND PARALLEL WITH SAID RIGHT OF WAY LINE A DISTANCE OF 107.00 FEET: THENCE ALONG A LINE 30 DEGREES 00 MINUTES LEFT FROM THE PROLONGATION OF THE LAST DESCRIBED LINE, 46.00 FEET: THENCE EASTERLY ON A LINE 178.00 FEET NORTHERLY OF AND PARALLEL WITH SAID RIGHT OF WAY LINE, A DISTANCE OF 367.75 FEET: THENCE SOUTHWESTERLY ON A LINE 124.00 FEET RIGHT FROM THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 142.33 FEET TO A POINT OF CURVE: THENCE ALONG A TRIGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 196.251 FEET, AN ARC DISTANCE OF 116.458 FEET TO THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 83: THENCE NORTHWESTERLY ALONG THE SAID RIGHT OF WAY LINE 435.00 FEET TO THE POINT OF BEGINNING, ALL IN McHENRY ROAD HOMESITES, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 43 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 24, 1956 AS DOCUMENT NO. 931656 IN BOOK 1501 OF RECORDS, PAGE 154, IN LAKE COUNTY, ILLINOIS.

Attachment: Exhibit A Plan Set (O-2021-3 : Consider an Amendment to Ordinance 83-8 for a New Outbuilding, Special Use for a Drive-Through)

-2-

and the territory hereinafter legally described into the R-9 Multiple Family Dwelling District with a special use for a planned development:

LOT 1, and
 LOT 2, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2: THENCE NORTH ALONG THE WEST LINE OF LOT 2, 39.00 FEET TO A POINT OF CURVATURE: THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 190.778 FEET, AN ARC DISTANCE OF 151.502 FEET (THE CHORD THEREOF DEFLECTING RIGHT 67 DEGREES 15 MINUTES FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE, A CHORD DISTANCE OF 147.552 FEET) TO A POINT OF TANGENCY: THENCE ALONG A TANGENT LINE, 5.00 FEET TO A POINT: THENCE SOUTHEASTERLY A DISTANCE OF 145.00 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF LOT 2, SAID POINT BEING 18.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2: THENCE WEST ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 248.00 FEET, TO THE POINT OF BEGINNING.

and

LOT 5, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST MOST CORNER OF LOT 5 ON THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 83: THENCE NORTH ALONG THE WEST LINE OF LOT 5, A DISTANCE OF 155.00 FEET: THENCE EASTERLY ON A LINE 155.00 FEET NORTHERLY OF AND PARALLEL WITH SAID RIGHT OF WAY LINE A DISTANCE OF 107.00 FEET: THENCE ALONG A LINE 30 DEGREES 00 MINUTES LEFT FROM THE PROLONGATION OF THE LAST DESCRIBED LINE, 46.00 FEET: THENCE EASTERLY ON A LINE 178.00 FEET NORTHERLY OF AND PARALLEL WITH SAID RIGHT OF WAY LINE, A DISTANCE OF 367.75 FEET: THENCE SOUTHWESTERLY ON A LINE 124 DEGREES 00 MINUTES RIGHT FROM THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 142.33 FEET TO A POINT OF CURVE: THENCE ALONG A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 196.251 FEET, AN ARC DISTANCE OF 116.458 FEET TO THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 83: THENCE NORTHWESTERLY ALONG THE SAID RIGHT OF WAY LINE 435.00 FEET TO THE POINT OF BEGINNING, ALL IN MCHENRY ROAD HOMESITES, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 24, 1956 AS DOCUMENT NO. 931656 IN BOOK 1501 OF RECORDS, PAGE 154, IN LAKE COUNTY, ILLINOIS.

SECTION 2. The said zoning shall be and is subject to the provisions of Ordinance No. 83-6 , being "An Ordinance Approving an Annexation Agreement" passed and approved January 24, 1983, which Ordinance is by reference made a part hereof.

SECTION 3. That the legal description contained herein may be modified by the written consent of the Village Manager if there is a request for a minor change in same.

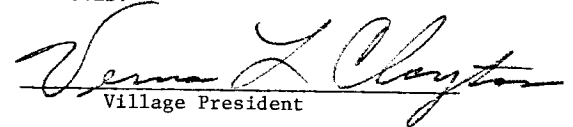
SECTION 4. This Ordinance shall be in full force and effect on and after its passage and approval. This Ordinance shall not be codified.

Attachment: Exhibit A Plan Set (O-2021-3 : Consider an Amendment to Ordinance 83-8 for a New Outbuilding, Special Use for a Drive-Through)

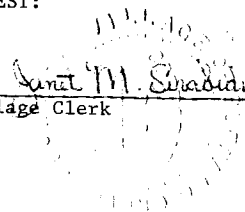
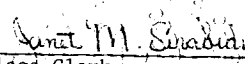
-3-

AYES: 5 - Marienthal, O'Reilly, Hartstein, Gerschefkse, SchwartzNAYES: 1 - StoneABSENT: 0 - NonePASSED: January 24, 1983APPROVED: January 24, 1983

APPROVED:


Village President

ATTEST:



Village Clerk

ANNEXATION AGREEMENT

This Agreement (hereinafter referred to as the "Agreement") made and entered into this 24th day of January, 1983, by and between the VILLAGE OF BUFFALO GROVE (hereinafter referred to as "Village") by and through the President and Board of Trustees of the Village (hereinafter collectively referred to as the "Corporate Authorities") and DENNIS SPOERLEIN, not individually but as Trustee under a Trust Agreement dated January 2, 1980 and known as Spoerlein Trust No. 80 ("Spoerlein"), and IRVING M. STAHL and LAMINA M. STAHL, husband and wife ("Stahl") (Spoerlein and Stahl are collectively referred to as the "Owner"); and MIDWEST DEVELOPMENT VENTURE II, an Illinois limited partnership (hereinafter referred to as "Developer").

W I T N E S S E T H :

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

WHEREAS, Owner is the owner of a certain tract of property comprising approximately 20.3 acres bounded on the north by Strathmore Grove, on the west by Arlington Heights Road, and on

~~and on the east by the 92nd Street and legally described and identified~~
 LOTS 1, 2, 3, 4, AND 5 IN McHENRY ROAD HOMESITES BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 24, 1956 AS DOCUMENT NO. 931656 IN BOOK 1501 OF RECORDS, PAGE 154, IN LAKE COUNTY, ILLINOIS

and

THAT PART OF ARLINGTON HEIGHTS ROAD DIRECTLY WEST OF AND ABUTTING LOTS 1 AND 2 IN AFORESAID McHENRY ROAD HOMESITES.

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referred to as the "Property") and which real estate is contiguous to the corporate limits of the Village; and

WHEREAS, Owner desires and proposes pursuant to the provisions and regulations applicable to the B-3 and R-9 P.U.D. Districts of the Village Zoning Ordinance to develop the Property in accordance with and pursuant to a certain Preliminary Development Plan prepared by Land Consultants dated as last revised January 3, 1983, and also Preliminary Engineering Plan prepared by McBride Engineering dated as last revised November 7, 1982 (hereinafter jointly referred to as the "Preliminary Development Plan"), a copy of which Preliminary Development Plan is attached hereto as Exhibit F (consisting of 4 sheets) and Exhibit G and incorporated herein, and subject to all other exhibits attached hereto or incorporated by reference herein. ~~and development of the Property shall contain one hundred~~ ~~seventy-six (176) multiple family residential units consisting of 161 two bedroom units and 15 three bedroom units and shall allow the development of the office/commercial area in conformity with the Preliminary Development Plan.~~

WHEREAS, pursuant to the provisions of Section 11-15.1-1, et. seq., of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1979) a proposed Annexation Agreement, in substance and in form substantially the same as this Agreement, was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by Statute; and

WHEREAS, pursuant to due notice and advertisement in the manner provided by law, the Plan Commission of the Village has held such public hearing prescribed by law and made their recommendation with respect to the requested zoning classification of B-3 and R-9 P.U.D. Zoning Districts; and

WHEREAS, the parties have entered into this Agreement in good faith, having used their best efforts to accurately disclose information relevant to the matters contained herein and having used that information to evaluate the terms and exhibits of this Agreement; and

WHEREAS, President and Board of Trustees after due and careful consideration have concluded that the annexation of the Property to the Village and its zoning and development on the terms and conditions herein set forth would further enable the Village to control the development of the area and would service the best interests of the Village.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. Applicable Law. This Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1, et. seq., of the Illinois Municipal Code (Chapter 24, Illinois revised Statutes, 1979) and the Village's Home Rule powers. The preceding whereas clauses are hereby made a part of this Agreement.

2. Agreement: Compliance and Validity. The Owner has filed with the Village Clerk of the Village a proper petition (Exhibit A hereto) pursuant to and in accordance with provisions of Section 7-1-8 of the Illinois Municipal Code (Chapter 24, Illinois Revised Statutes, 1979), conditioned on the execution of this Agreement and the compliance with the terms and provisions contained herein, to annex Property to the Village. It is understood and agreed that this Agreement in its entirety together with the aforesaid petition for annexation shall be null, void and of no force and effect unless Property is validly annexed to the Village and is validly zoned and classified in the B-3 and R-9 P.U.D. Zoning Districts, all as contemplated in this Agreement.

3. Enactment of Annexation Ordinance. The Corporate Authorities within twenty-one (21) days of the execution of this Agreement by the Village will enact a valid and binding ordinance (hereinafter referred to as the "Annexation Ordinance") annexing the property to the Village. Said Annexation Ordinance shall be recorded with the Lake County Recorder's Office along with the Plat of Annexation (attached hereto as Exhibit B). Recordation shall take place no more than thirty (30) days after enactment of Annexation Ordinance.

4. Enactment of Zoning Ordinance. Within twenty-one (21) days after the passage of the Annexation Ordinance, the Corporate Authorities shall adopt a proper, valid and binding ordinance, zoning property in the B-3 and R-9 P.U.D. Zoning

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Districts subject to the restrictions further contained herein and all applicable ordinances of the Village of Buffalo Grove as amended from time to time. Said zoning shall be further conditioned on the development of the property in accordance with a Preliminary Development Plan prepared by Land Consultants dated January 3, 1983 (Exhibit F), and the Preliminary Engineering Plan (Exhibit G).

5. Approval of Plats. The Corporate Authorities hereby approve a Preliminary Development Plan (Exhibit F & G) pursuant to the provisions of Section VI of the Village Subdivision Regulations Ordinance and in addition agree to approve a Final Plan of Development or plats or phases of the development of property upon submission by the Owner of complete and proper materials as required for the issuance of appropriate building and other permits based on final versions of the plans and drawings of the development of property as submitted by the Owner provided that the plat or plats shall:

- (a) Conform to the Preliminary Development Plan and Preliminary Engineering Plan, Exhibits F and G; and
- (b) Conform to the terms of this Agreement and all applicable Village ordinances as amended from time to time; and
- (c) Conform to the Subdivision Improvement Agreement, Exhibit E, as amended from time to time.

It is understood and agreed that the final subdivision plat or plats that will hereinafter be submitted by the Owner

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shall conform to the phases of the development as shown on the Preliminary Development Plan except that the Developer, at its option, may separately subdivide portions of the residential property within a Phase provided that all improvements within such phase are bonded or otherwise secured. The phasing of development for the Property shall be determined by the terms and conditions of Section 30D of this Agreement.

6. Compliance with Applicable Ordinances. The Owner agrees to comply with all ordinances of the Village of Buffalo Grove as amended from time to time in the development of the Property, provided that all new ordinances, amendments, rules and regulations relating to zoning, building and subdivision of land adopted after the date of this Agreement shall not be arbitrarily or discriminatorily applied to the Property but shall be equally applicable to all property similarly zoned and situated and provided further that any such changes to the zoning ordinance shall not preclude development of the Property in substantial conformity with the Preliminary Development Plan. Owner, in the development of the Property, shall comply with the standards set forth in the Village of Buffalo Grove Engineering Standards herein referred to as the Manual of Practice as amended from time to time, a copy of which has been made a part hereof as Exhibit C.

7. Amendment of Plan. If the Owner desires to make changes in the Preliminary Development Plan, as herein approved, the parties agree that such changes in the Preliminary

Development Plan will require, if the Village so determines, the submission of amended plats or plans, together with proper supporting documentation, to the Plan Commission and/or the Corporate Authorities to consider such changes to this Agreement. The Corporate Authorities may, at their sole discretion, require additional public hearings and may review the commitments of record contained in this Agreement, including, but not limited to, fees prior to final consideration of any change in the Preliminary Development Plan. The Village Manager is hereby authorized to approve such minor changes as he deems appropriate, provided that no such change (a) involves a reduction of the area set aside for common open space; nor (b) increases by more than two percent (2%) the floor area proposed for nonresidential use; nor (c) increases by more than two percent (2%) the total ground area covered by buildings.

8. Building Permit Fees. The building permit fees may be increased from time to time so long as said permit fees are applied consistently to all other developments in the Village to the extent possible. In the event a conflict arises between the Owner and the Village on any engineering and technical matters subject to this Agreement, the Village reserves the right to pass along any and all additional expenses incurred by the use of consultants in the review and inspection of the subdivision regulations as applied to the Property from time to time. Owner shall pay any non-discriminatory new or additional fees hereinafter charged by the Village to Owner or Property within the Village.

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9. Water Provision. The Owner shall be permitted and agrees to tap on to the Village water system at points recommended by the Village Engineer (which points to the extent shown on Exhibit G are hereby approved by the Village), however, it is understood that changes to the Preliminary Engineering Plan may be required at the time of Final Engineering. The Owner further agrees to pay to the Village such fees in accordance with the applicable Village Ordinances at the time of the issuance of the water and sewer permits. The Owner agrees to accept any increase in water rates and tap on fees provided such rates and fees apply consistently to all other similar users in the Village to the extent possible. Following such tap on, the Village agrees to provide to the best of its ability and in a non-discriminatory manner water service to all users on the Property in accordance with the Preliminary Development Plan. Watermains serving the Property and those approved as part of the development shall be installed by the Owner and, except for service connections to the building, shall, upon installation and acceptance by the Village through formal acceptance action by the Corporate Authorities, be dedicated to the Village and become a part of the Village water system maintained by the Village.

10. Storm and Sanitary Sewer Provisions.

A. The Corporate Authorities agree to cooperate with the Owner and to use their best efforts to aid Owner in obtaining such permits from governmental agencies having jurisdiction as may be necessary to authorize connection from the

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proposed development to the Lake County Public Works Department for the collection of sewage and to the Illinois Department of Transportation as may be appropriate. The Owner shall construct On-site and off-site sanitary sewers as may be necessary to service the Property, as per Exhibit G, however, it is understood that changes to the Preliminary Engineering Plan may be required at the time of Final Engineering. Upon installation and acceptance by the Village through formal acceptance action by the Corporate Authorities, the Corporate Authorities agree to operate and maintain such systems, except for sanitary sewer service connections. The Owner agrees to accept any increase in sewer rates and tap on fees, provided that such fees and rates are applied consistently to all similar users in the Village.

B. The Owner shall also construct on the property in question any storm sewers which may be necessary to service the Property, as per Exhibit G, however, it is understood that changes to the Preliminary Engineering Plan may be required at the time of Final Engineering. Upon installation and acceptance by the Village through formal acceptance action by the Corporate Authorities, the Corporate Authorities agree to operate and maintain that portion of the storm sewer system which serves public streets, or multiple properties, and the Owner agrees to operate and maintain that portion of the storm sewer system located on the subject property and not dedicated, and shall record a covenant to that effect within thirty (30) days of the recording of the Plat of Subdivision.

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11. Drainage Provisions. The Developer shall fully comply with any request of the Village Engineer related to the placement of buildings on lots, to preserve drainage standards. The Developer shall install any storm sewers and/or inlets which are required to eliminate standing water or conditions of excess sogginess which may, in the professional opinion of the Village Engineer, be detrimental to the growth and maintenance of lawn grasses.

12. Payment of Recapture Fees Owed. The amount of recapture required to be paid by this Property, as designated in Exhibit J, shall be due and payable upon final platting of Phase I ^(a) of this development or upon issuance of the first sewer and water permit.

13. Street and Parking Area Provisions. The Owner agrees that all streets, parking and other areas are to be constructed in accordance with Village standards as set forth in the Manual of Practice as amended from time to time.

14. Security for Public and Private Site Improvements. Security for public and private site improvements shall be provided in accordance with the Manual of Practice, Administrative Order #2, and the Subdivision Improvement Agreement, as amended from time to time, attached hereto as Exhibits C, D, and E. Any letter of credit issued for such improvements shall be drawn on a financial institution of net worth reasonably satisfactory to the Village attorney. The issuer may have an equitable or lending interest in the Property provided that the

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letter of credit, either by its own terms or by separate written assurances of the issuer, shall be honored irrespective of that interest. The Village shall have the right to draw up to the full amount of the letter of credit in order to complete, and have formal acceptance of, all improvements secured by the letter of credit. The amount of the letter of credit shall not be reduced by expenditures made by the Developer until such improvements have been formally accepted by the Village.

15. Exhibits. The following Exhibits, some of which were presented in testimony given by the Owner or the witnesses during the hearing held before the Plan Commission and the Corporate Authorities prior to the execution of this Agreement, are hereby incorporated by reference herein, made a part hereof and designated as shown below. This Agreement, upon execution by the parties, together with copies of all Exhibits, shall be kept on file with the Village Clerk and be available for inspection to the parties hereto.

Exhibit A	Petition for Annexation of Property
Exhibit B	Plat of Annexation
Exhibit C	Manual of Practice
Exhibit D	Administrative Order #2
Exhibit E	Subdivision Improvement Agreement
Exhibit F-1 thru F-4	Preliminary Development Plan
Exhibit G	Preliminary Engineering Plan
Exhibit H	Declaration of Condominium
Exhibit I	Park District Commitment

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Exhibit J Recapture Amounts

Exhibit K1, Preliminary Elevations
K2 and K3

16. Annexation Fee. Owner agrees to pay an annexation fee in an amount equal to \$200 per residential dwelling unit and \$600 per acre for the Commercial/Office area which fee shall be payable prorata at issuance of building permits. However, the total fee for the entire property shall be paid prior to the expiration of this Agreement.

17. Building, Landscaping and Aesthetics Plans. As required under Village Ordinance #72-12, as amended from time to time, Owner will submit building and landscaping plans (which landscaping plans shall conform to the requirements of Village Ordinances) for approval by the Appearance Commission and the Corporate Authorities before commencing construction of buildings. Lighting and signage shall be complimentary to surrounding areas. Phases not under construction or completed shall be maintained in a neat and orderly fashion as determined by the Village Manager.

18. Declaration of Condominium. Developer intends to submit the Subject Property to the provisions of the Illinois Condominium Property Act pursuant to a Declaration of Condominium in substantially the same form as that attached hereto as Exhibit H. Prior to recording, the finalized Declaration of Condominium shall be submitted to the Corporate Authorities for their approval, such approval shall not be unreasonably withheld. The Declaration of Condominium shall include easements,

right of entry by the Village, and other such rights, all as to be determined by the Village.

19. Project Models and Marketing Offices. The Village agrees to permit the Developer to construct and maintain two (2) model areas on the residential portions of the Property, consisting of a maximum of one (1) building for each of the model areas, together with suitable off-street parking areas, all subject to Appearance Commission approval. Such construction shall be in compliance with the provisions of the Village's Building Code, in existence at the time of building permit issuance. Further, the Developer may utilize models only as a project office for the marketing of portions of the residential Property. Such use shall be discontinued when the project contemplated herein has been fully and finally completed. In addition, ~~the Developer~~ may use the Spoerlein Home, as defined in Section 30H, as a marketing as well as a construction and/or ~~marketing~~ office. The Spoerlein Home may be ~~so~~ used provided that it meets all applicable building and maintenance codes, as amended from time to time, required for use of the structure.

Furthermore, all currently existing structures on the Property shall be ~~removed~~ upon cessation of occupancy or use unless the Developer submits preliminary plans to the Village for its approval of continued use of any such structure.

20. Park District Donations. Developer agrees to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding park donations.

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The Developer, by entering into this Agreement, shall be deemed to have filed its written objection to the density tables made part of Title 19. ~~In lieu thereof~~, the Developer has submitted actual population generation statistics of the Chatham Manor Homes Development in Buffalo Grove, which the Developer asserts is more truly representative of the population generation anticipated for this Property. Developer agrees that it will make contributions of money to the Village for conveyance to the Buffalo Grove Park District according to the attached letter to the ~~Park~~ District (Exhibit I). The contribution of money to the Buffalo Grove Park District will be by way of payment to the Village, to be made prorata concurrently with the issuance of building permits by the Village. The Developer will convey, or cause to be conveyed, the two passive open space areas indicated in the Preliminary Development Plan to the Buffalo Grove Park District, with each conveyance to be made simultaneously with final plat approval of that portion of the Property which includes such an open space area. In the event the Park District does not accept such conveyance and the Village also fails to accept same, then those areas will be incorporated into the common area of the residential portion of the Property, to be maintained by the Condominium Association or other appropriate entity, as determined by the Developer.

21. School District Donations. Developer agrees to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding school

donations. The Developer, by entering into this Agreement, shall be deemed to have filed its written objection to the density tables made part of Title 19. In lieu thereof, the Developer has submitted actual population generation statistics of the Chatham Manor Homes Development in Buffalo Grove, which the Developer asserts is more truly representative of the population generation anticipated for this Property. Developer agrees that it will make contributions of money to the Village for payment to School Districts #96 and #125 according to the criteria of said Title. The contribution of money to School Districts #96 and #125 will be by way of payment to the Village, to be made prorata concurrently with the issuance of building permits by the Village.

22. Library District Donations. Developer agrees to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding library donations. The Developer, by entering into this Agreement, shall be deemed to have filed its written objection to the density tables made part of Title 19. In lieu thereof, the Developer has submitted actual population generation statistics of the Chatham Manor Homes Development in Buffalo Grove, which the Developer asserts is more truly representative of the population generation anticipated for this Property. Developer agrees that it will make contributions of money to the Village for conveyance to the Indian Trails Public Library District according to the criteria of said Title. The contribution of

money to the Indian Trails Public Library District will be by way of payment to the Village, to be made prorata concurrently with the issuance of building permits by the Village, provided, however, that if either the Village or the Library District determine, by ordinance, resolution or motion, that the money will not be transferred to said Library District, the Village shall promptly return to the Developer any such money that the Village then holds, plus any interest the Village may have collected on same.

23. Facilitation of Development. Time is of the essence of this Agreement, and all parties will make every reasonable effort to expedite the subject matters hereof. It is further understood and agreed that the successful consummation of this Agreement and the development of the Property in the best interests of all the parties requires their continued cooperation. The Owner does hereby evidence his intention to fully comply with all Village requirements, his willingness to discuss any matters of mutual interest that may arise, and his willingness to assist the Village to the fullest extent possible. The Village does hereby evidence its intent to always cooperate in the resolution of mutual problems and its willingness to facilitate the development of the Property, as contemplated by the provisions of this Agreement.

24. Enforceability of the Agreement. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in

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equity to secure the performance of the covenants herein described. If any provision of this Agreement is held invalid, such provisions shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the provisions contained herein.

25. Term of Agreement. This Agreement will be binding on all parties for a term of ten (10) years from the date of the execution of this Agreement by the Village. Provided that the appropriate phasing plan is complied with, the Developer shall have the right to submit a final development plan for all or any portion of the Property at any time during the term of this Agreement.

26. Binding Effect of Agreement. This Agreement shall be binding upon the parties hereto, their respective successors and assigns; provided, however, that in the event Developer's obligations hereunder are assumed in writing (and a copy of which assumption is delivered to the Village) by a successor to Developer's interest in the Property, the Village agrees to look solely to Developer's successor for the performance of Developer's obligation hereunder. The Developer shall give the Village 30 days prior written notice of any such assumption.

27. Corporate Capacities. The parties acknowledge and agree that the individuals that are members of the group constituting the Corporate Authorities are entering into this Agreement in their official capacities as members of such group and shall have no personal liability in their individual capacities.

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28. Notices. Any notice required pursuant to the provisions of this Agreement shall be in writing and be sent by certified mail to the following addresses until notice of change of address is given and shall be in writing and be sent by certified mail to the following addresses until notice of change is given and shall be deemed received on the fifth business day following deposit in the U.S. Mail.

If the Owner: Dennis Spoerlein, Trust No. 80
217 Alpine Drive
Lake Zurich, Illinois 60047

Irving and Lamina Stahl
Route #1
126A
Prairie View, Illinois 60069

If to Developer: Midwest Development Venture II
4849 West Golf Road
Suite 700
Skokie, Illinois 60077

Copy to: Perry J. Snyderman, Esq.
Theodore A. Shapero, Esq.
Rudnick & Wolfe
30 N. LaSalle Street
Chicago, Illinois 60602

If to Village: Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, Illinois 60090

Copy to: Bloche, French & Raysa
1011 Lake Street
Oak Park, Illinois 60301

29. Default. In the event Developer defaults, in his performance of his obligations set forth in this Agreement, then the Village, may, upon notice to Developer, allow Developer sixty (60) days to cure such default or provide evidence to the Village that such default will be cured in a timely

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manner if it cannot be cured during said period. If Developer fails to cure such default or provide such evidence as provided above, then, with notice to Developer, the Village may begin proceedings to disconnect from the Village any portion of the Property upon which development has not been completed or at the option of the Village, to rezone such Property to the R-1 District zoning classification. In such event, this Agreement shall be considered to be the petition of the Developer to disconnect such portion of the Property, or at the option of the Village to rezone such Property to the R-1 District zoning classification.

30. Special Conditions.

A. The Developer agrees to pay for all hard costs (labor and materials), specifically excluding, without limitation, design, legal and engineering costs, and the Village will install, an oversized 16" water line within the Property along IL Route 83 without benefit of future recapture. Payment by the Developer of the hard costs of the water line will be as follows provided a final invoice has been presented to the Developer: one-third (1/3) of such cost at the time of final plat approval for the first portion of the Property to be subdivided, one-third (1/3) twelve (12) months thereafter, and one-third (1/3) twenty-four (24) months thereafter, all to be without interest. The Developer will also cooperate with the Village and will use its best efforts to secure and pay for an easement, if necessary, from the Owner, for placement of such water line within the Property.

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B. During the construction period for Phase 1(a), the Developer shall be required to pay for and install a sidewalk in the public right-of-way for IL Route 83 adjoining the Property, extending from the east boundary of the Property approximately 400' eastward to Devlin Road in Devonshire, subject to the Developer being able to secure approval from the Illinois Department of Transportation for this improvement.

C. The Village hereby approves the placement of the entry signage within the required setback for the residential roadway intersections with IL Route 83 and with Arlington Heights Road as shown and dimensioned within the Preliminary Development Plan. The Village's Sign Code shall be met in every other case. Notwithstanding anything else to the contrary, the Developer shall have the right to place, in addition to the entry signage, a total of three (3) 120 square foot real estate signs, 2 within the commercial/office area, and 1 in the residential area, provided that none of the three signs shall be within five hundred (500) feet of each other.

D. The Corporate Authorities, based on the Plan Commission recommendation of a plan substantially the same, hereby approve the phasing plan described in Exhibit F-4 labelled Phasing Plan "C". However, notwithstanding the phasing indicated on Phasing Plan "C", the Developer may develop the easternmost commercial area, designated as 1(c), at any time prior to the development of the residential area designated as Phase 3 and building permits on the Phase 2 residential area shall not be contingent on final plat approval for Phase 1(c). However, no final plat of sub-

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division shall be approved for Phase 3 until a building permit for commercial area 1(c) has issued. The Village will cooperate with the Developer to secure IRB financing, which cooperation will include enacting such resolutions and ordinances and taking any further action which may be necessary to issue Industrial Revenue Bonds, for development of all or portions of the commercial/office area. Phasing Plan "C" in no event shall be contingent on Developer's actual ability to service and/or sell such IRB financing, provided that the Village continues to use its good faith efforts to assist the Developer in securing same.

E. The Developer shall fully design, bond and pay all fees to the Village related to the improvements of IL Route 83 as follows:

- 1) Left and right turn bays on IL Route 83 at the westerly driveway to the commercial/office area.
- 2) Left and right turn bays on IL Route 83 at the easterly roadway into the residential area.

If notified in writing to complete all or a portion of the above-described improvements, the Developer shall complete construction on the easternmost left-turn and right-turn bays within 18 months after such notification or after final plat approval for Phase 1(a), whichever is later. The second left-turn and right-turn bays shall be completed no later than 18 months after final plat approval for Phase 4. However, in the event that the Village secures federal funding for the improve-

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ment of Illinois Route 83, the Village may require, no earlier than one year after the date of final plat approval for Phase 1(a), that cash in lieu of the construction of said improvements shall be provided by the Developer to the Village in an amount equal to the anticipated improvement costs.

F. Developer will secure a public access easement from the service station to the adjacent B-1 parcel to the west for potential future access. Said easement shall be noted on the final plat of subdivision for the service station.

G. The final plans for the commercial/office area shall indicate the location and number of handicapped parking stalls pursuant to the BOCA Code.

H. The Developer may use the existing single family home on the Property ("Spoerlein Home") as a construction, marketing and/or general office subject to the provisions of Section 19 hereof.

31. Trustee Exculpation. This instrument is executed by DENNIS SPOERLEIN, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by the Trustee are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against the Trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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IN WITNESS WHEREOF, the Corporate Authorities and Owner and Developer have caused this instrument to be executed by their respective proper officials duly authorized to execute the same on the day and the year first above written.

THE VILLAGE OF BUFFALO GROVE,
a Municipal Corporation of
the State of Illinois

ATTEST:



By:

Verna L Clayton
Village President

Dennis Spoerlein #80
DENNIS SPOERLEIN, as Trustee of
Dennis Spoerlein Trust No. 80

MIDWEST DEVELOPMENT VENTURE II,
an Illinois limited partnership

By:

James Mastandrea
James Mastandrea, General Partner

By: Midwest Development Corporation,
an Illinois corporation,
General Partner

By:

James Mastandrea
James Mastandrea, President

Attest:

Theodore J. Chasens
Its Asst Sec.

Irving M. Stahl
IRVING STAHL
Lamina M. Stahl
LAMINA STAHL

11/4/2020

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, NOVEMBER 4, 2020**

Call to Order

The meeting was called to order at 7:30 PM by Chairman Frank Cesario

2. Open Meetings Act Compliance

Pursuant to orders issued in response to the COVID-19 pandemic, this Public Hearing is closed to in-person, public attendance. The hearing is being held via Zoom web conference meeting, which permits the public to fully participate in the virtual Public Hearing via Zoom on a computer, tablet or phone. Details on how to access and participate in this online virtual hearing are available below. More information pertaining to the meeting information and links to the virtual meeting can be found at:

You are invited to a Zoom webinar.

When: Nov 4, 2020 07:30 PM Central Time (US and Canada)

Topic: PZC

Please click the link below to join the webinar:

<<https://us02web.zoom.us/j/84068673693>>

Or iPhone one-tap :

US: +13126266799,,84068673693# or +19294362866,,84068673693#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 929 436 2866 or +1 301 715 8592 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 840 6867 3693

International numbers available: <<https://us02web.zoom.us/j/84068673693>>

Public Hearings/Items For Consideration

1. Consider Variations from the Sign Code to Allow for Two Wall Signs at 960 S Buffalo Grove Rd. (Trustee Weidenfeld) (Staff Contact: Nicole Woods)

Ms. Boenzi, on behalf of Nino's Pizzeria, discussed the petition for variations from the Sign Code for an east elevation wall sign which exceeds the length of the sign, and exceeds the maximum permissible area of the sign; and a north elevation wall sign which exceeds the number of wall signs permitted, exceeds the length of the sign, and exceeds the maximum permissible area of the sign.

11/4/2020

Com. Goldspiel commented that he understands the need for two signs, because of the position of the building. However, he said, given the substantial size of each, it is just too much sign.

Ms. Boenzi discussed how Nino's is in a strange spot and the other signs in Buffalo Grove. The building is so large, that any smaller you wouldn't be able to see the sign. She noted that the sign is only taking up a third of the front elevation.

Chairperson Cesario asked the petitioner if the white space of the building was part of the calculus of as to the size of the black lettering.

Village Planner, Akash explained the consideration if you take the entire length of 80 feet then the sign would be permitted, however, the length for consideration is only 49 feet 6 inch requiring a variation.

Ms. Boenzi said they own the entire building. The side view elevation is 24 feet and the sign is 21 feet.

Chairperson Cesario reiterated the size of the sign and the black lettering. Noting that there is a lot of white space due to the spacing of the letters, but it is a little aggressive as it relates to the Village Sign Code. He asked the Commissioners if it looks good or should it be smaller, and if so how much smaller.

Com. Moodhe asked the petitioner what that physical sign will be.

Ms. Boenzi said they will be aluminum letters back lit at night.

Com Moodhe asked if they are individual or one piece.

Ms. Boenzi said they are individual letters.

Com. Moodhe asked if the oval around Nino's was also going to be back lit as well.

Ms. Boenzi said yes.

Com. Moodhe asked on the building itself, about the west portion of the building.

Ms. Boenzi said Nino's owns the whole building and right now they use the rear portion as storage.

Com. Moodhe asked if they intend, in the near future, to lease that space.

Mr. Boenzi said she believes they do not intend to do that any time soon. They also own the properties to the left that they lease out.

Com. Moodhe asked if the curve of Buffalo Grove Rd, makes this a unique circumstance to see Nino's and if this sign would help it get recognized.

Ms. Boenzi agreed with Com. Moodhe's statement. She believe that having both signs also balances out the building.

Com. Moodhe commented that the sign is all individual pieces instead of one whole large sign.

Ms. Boenzi said every part of the sign is individual.

Com. Moodhe asked staff that if the letters were counted separate instead of as a whole, the sign would be in compliance.

11/4/2020

Deputy Community Development Director Woods told the Commission that the way a sign is calculated is not by its individual pieces, but rather in its entirety.

Com. Moodhe said he understands that we, the Village, look at signs in their totality.

Com. Au asked staff if the area in the calculation was smaller because the roof doesn't extend all the way across.

Village Planner, Akash said no. It is because Nino's has a ground sign, thus putting additional restrictions to the additional signs. She noted that if there was no ground sign, they would not need a variation or different restriction.

Com. Au clarified that for the calculation it take into account the entire elevation.

Village Planner, Akash said yes. You take into account the entire height, width and length of the building for the calculations.

Chairperson Cesario asked if the petitioner could go through the responses to the standards on packet page six.

Ms. Boenzi went through the responses to the standards included on packet page six.

Chairperson Cesario asked if there were any calls from the public.

Village Planner, Akash said there were a few phone calls, but no concerns we raised.

Com. Weinstein commented that the signs are substantially larger than the Village standards.

Ms. Boenzi asked about the square feet standards.

Village Planner Akash explained that the standards are different due to the ground sign. Had there not been a ground sign, the standards would be different.

Ms. Boenzi said aesthetically it does not look like she is asking for double the square feet, it just looks that way on paper because the standards have been reduced due to the ground sign.

Com. Weinstein noted that the sign extends from one end to the other.

Village Planner Akash offered a suggestion to remove the catering lettering and only have the Nino's text on the north elevation.

Ms. Boenzi said it is not uniform and looks like two different businesses. This is what they proposed and prefer. She discussed how the additional text is necessary to catch traffic to Nino's.

Com. Moodhe asked staff if these variations would be before the commissioners if there was not ground sign.

Village Planner Akash said it would be before them for two reasons. The first reason is because it doesn't meet the length. The east is over by 4' 1" and on the north they are over 5' 1", and the number of signs.

Chairperson Cesario asked if packet page 20 could be shared. If the signs were reduced they would meet code. He asked the petitioner if they would be willing to reduce the size by 25 percent.

Ms. Boenzi said she would be, but they smaller they go the harder it is to light them.

11/4/2020

Chairperson Cesario entered the staff report as exhibit one.

Chairperson Cesario asked that he would like to see them smaller and asked what the petitioner would like them to vote on.

Ms. Boenzi said she wants to get it approved for them as is and doesn't want to leave the building blank much longer.

Village Attorney Brankin, spoke to the petitioner that this Commission would not be approving anything as it is a recommending body.

Ms. Boenzi asked what came next after this meeting.

Village Attorney Brankin said the next step is the Village Board for final approval. He suggested that she have some back up plan in the event the Village Board wants to change the existing proposal.

Com. Moodhe asked staff if they stand by the recommendation in the packet.

Village Planner Akash said yes. They support it because Nino's has been a big part of the community for a long time.

Com. Au noted that if the petitioner is willing to make adjustments to the sign, then the recommendation should be modified.

Ms. Boenzi said she is willing, however, she will have a hard time being able to put lighting behind it and believe that Nino's wants the sign as it is presented.

Village Attorney Brankin suggested that the commission make a recommendation to the Village Board as presented in the packet. Noting that the petitioner's ability to make modifications will be shown in the minutes.

Com. Weinstein made a motion for a positive recommendation to the Village Board granting approval of the variation for the size and length for the east elevation wall sign; and the number of signs, size and height of the north elevation wall sign subject to the following condition:

- 1. The proposed wall sign must be installed in accordance with the documents and plans submitted as part of this petition.*

Com. Moodhe seconded the motion.

Chairperson Cesario said that the two signs makes sense. He admits that he wish the size of the sign was a little smaller, but does support the motion.

Com. Richards commented on the restaurant and its place in the community. He is in favor of the motion as it was presented.

Com. Weinstein commented that the signage does not meet or come close to the standards, but he believes the sign is in particularly good taste and particularly good design, and that he can be in favor for that purpose.

Com. Moodhe brought up the location of the building. He is okay with the two signs. He believes the design fits the building and is subtle enough with all the white space.

11/4/2020

RESULT:	RECOMMENDATION TO APPROVE [6 TO 1]
	Next: 12/7/2020 7:30 PM
AYES:	Moodhe, Cesario, Khan, Weinstein, Au, Richards
NAYS:	Stephen Goldspiel
ABSENT:	Marc Spunt, Neil Worlikar

2. Consider an Amendment to Ordinance 83-8 for a New Outbuilding, Special Use for a Drive-Through Facility, and a Preliminary Plan Approval with Variations to the Zoning Ordinance and Sign Code at Spoerlein Commons Shopping Development at 1131-1271 McHenry Road. (Trustee Johnson) (Staff Contact: Nicole Woods)

Mr. Burton, land and entitlement with Whitestone, discussed the history of the commercial area of Spoerlein Commons Development. He noted that back in 1983 the Village approved the development of Spoerlein Commons with a second phase allowing for additional 2,000 square feet of retail space. The second phase was never constructed, but is now seeking an amendment to the original ordinance to allow for the construction of 2,388 square foot outbuilding to accommodate the new location of Dunkin Donuts and Baskin Robins with a drive-through establishment.

Mr. Kovacevic, owner of Spoerlein Commons Development, talked about the change in quick service and the importance of a drive-through to those types of businesses, claiming Dunkin Donuts receives 60% of its revenues from drive-through orders.

Mr. Leder, RGW Engineering, talked about the civil engineering aspect of the project referring to packet pages 29 through 32, showing the paved area and the basin with the proposed building and location of the pickup window.

Mr. Sjogren, Kimley Horn, discussed traffic as it pertains to the development. He discussed parking for the development on packet page 33, noting they would need a variation for parking. They looked at the existing parking utilization pre-COVID-19 and found that only 81 spaces (about 50 percent) of the available parking was being used. The proposed building would shrink the number of available parking spaces to 148 at full occupancy.

He also discussed traffic. This development would add about 25 cars to the existing roadways during the morning rush hour. Well over half of the traffic is already there with little impact to the Arlington Heights, McHenry Road intersection. Additional stop signs are recommended with other directional signs for the Dunkin Donuts.

Mr. Pomis, Warren Johnson Architect, discussed the construction of the building reference packet page 33 touching on the tower structure and the elevations of the building (packet page 39 through 42). He also talked briefly on the landscape plan on packet page 35.

Mr. Sravan, All Signs Corporate Signage Solutions's discussed the signs for the development. He noted that the pictures in the packet are not the right ones.

Village Planner Akash noted that even if the signs are not the same, the measurements are.

Village Attorney Brankin clarified that the signs are one variation and the other is the east and south elevation signs measure 6' 5" in height. Noting the pictures can change, the relief is the same; the notice, application, is okay to proceed with.

Mr. Stavan discussed that the sign change was to make the new sign cleaner looking.

11/4/2020

Com. Goldspiel referred back to the original plans submitted and referenced traffic flow with Dundee Road on packet page 138.

Mr. Sjogren said this has been talked about amongst staff and at the team level regarding the traffic flow. They believe the location of the access where it is at is good, as it aligns nicely to the access across the street and maximizes the distance from the traffic signal. They also do not believe IDOT is willing to move it.

Com. Goldspiel asked if the Village requirements for water retention and detention have been met.

Mr. Burton replied yes.

Com. Goldspiel commented that the new signs are nicer than the old signs.

Com. Richards asked what the impact will be to the neighborhood behind Dunkin Donuts.

Mr. Sjogren agrees with Com. Richards that there will be increased traffic to Courtland Dr. because of its proximity to the drive through entrance, but believes it will be very little and most likely though coming off Arlington Heights. They are looking at an additional 5 to 10 vehicles on Courtland Dr.

Com. Richards asked for clarification on the removal of the grass currently in front of the development to shift the parking.

Mr. Burton confirmed with Com. Richards that he is reading the design correctly, however, that grass area is approved for two buildings.

Com. Goldspiel asked about the occupancy of the tower.

Mr. Pomis said it will not be occupied.

Com. Moodhe asked if there has been any thought to widening the entrance off of McHenry Road because it tends to be a bottle neck.

Mr. Leder said that the new parking layout would help with that bottle neck effect that currently happens.

Com. Moodhe asked about the inbound customers near that entrance.

Mr. Sjogren said the only increase in traffic would come off of Courtland D, which would be 10 to 15 at peak hour.

Com. Moodhe asked what the loss or gain of total parking spaces.

Mr. Burton said there is a net gain of two parking spaces.

Com. Moodhe asked if there is outdoor seating proposed.

Mr. Burton said there was a floor plan that shows the outdoor seating on packet page 38.

Mr. Pomis said there are 19 total inside, but there is a space available for outdoor seating.

Com. Moodhe noted with COVID-19, outdoor seating becomes a big deal so you are not using the parking lot.

11/4/2020

Chairperson Cesario reiterated the changes in the variations from 2018 to 2020. He complemented the petitioners on the traffic analysis they had asked for, as well as the access to stay where it is. He noted that all other requirements are met as outlined in packet page 19.

Chairperson Cesario also noted the reason for the sign variations.

Com. Au asked about the proximity to the gas station, with concerns that people might think they can access the Dunkin Donuts from the Mobile.

Mr. Burton does not recall interconnected driveways, which would require cooperation with Bucky's.

Com. Au asked if it would be an issue.

Mr. Burton said he doesn't think it will be an issue.

Com. Au asked if they were going to do anything to mitigate people going through the lawn or about approaching Bucky's to connect.

Mr. Burton said that there would be no easy way to access Dunkin Donuts from Bucky's. He believes there is too much in the way for people to try and access Dunkin Donuts by cutting through.

Mr. Sjogren noted that anytime they are working on a development like this, they look at all ways for access or ease of access to help those who don't know where they are going, touching briefly on their process.

Chairperson Cesario commented on how he would navigate from Bucky's to Dunkin.

Mr. Burton agreed.

Com. Au said she thinks people unfamiliar with the area may get confused.

Com. Moodhe asked if the directional signage includes signage on Courtland Dr and Ranch view.

Mr. Stavan noted there are no direction signs in his package.

Com. Moodhe asked if it is necessary they come back with lighted directional signs and asked if they would also require a variance.

Village Planner Akash noted that if it conforms to the size, it will not need a variation.

Village Civil Engineer Sianis commented on the entrance and exit at Bucky's further noting that coming down Arlington Heights Road you would keep going north and not mistakenly go into the gas station.

Chairperson Cesario asked if there had been any comments or concerns from the Public.

Village Planner Akash said there were approximate 7 calls which were mostly for more information. One concern did come from Bucky's as it pertains to the stormwater detention.

Richard, representing Bucky's, asked a series of questions regarding the stormwater and detention basin which can be found on packet page 139, noting that their civil engineers looked at their plans and had some concerns.

Village Attorney Brankin said legal the petitioners can move forward with the proposal tonight to amend the 1983 Ordinance which does not hinder their ability to ask for relief.

11/4/2020

Chairperson Cesario asked staff if they had reviewed the concerns for the stormwater brought up by Bucky's.

Village Civil Engineer Sianis commented on the preliminary plans they have received from the development noting they have not yet been given the final plans for review. The petitioner will need a watershed permit and make some changes to a few calculations, however, what they are asking for and what is currently in the primary plans, at this time, allows them to move forward. Commenting that the Village will not approve anything that would be impactful to the Village. Mr. Sianis also said that freeboard is no longer in the Village Code as a requirement and on top of that, the development is not looking to change any of that.

Mr. Burton commented on the final engineering plans to come.

Chairperson Cesario entered the Village Staff Report as exhibit one and new sign elevations as exhibit two.

Heresh Patel, owner and operator of the Dunkin Donuts, thanked the petitioners for their time. He noted that he owns and operates 70 locations and enjoys being able to upgrading their locations and is looking forward to the improvements in Buffalo Grove.

Public Hearing closed at 10:03 PM.

Com. Weinstein made a motion to recommend approval to the Village Board for an amendment to Ordinance 83-8 for a new Dunkin Donuts outbuilding in the Spoerlein Commons development which is in the B3 Planned Business District; special use for a drive-through facility in the B3 Planned Business District; preliminary plan approval with variations to the reduction in the number of parking spaces, and allowing for 2 extra wall signs on outbuilding and allowing for the east and south elevation wall signs to exceed the height of the sign by 10" provided:

1. The proposed development shall be developed in substantial conformance to the plans attached as part of the petition.
2. The final engineering plans shall be submitted in a manner acceptable to the Village.
3. 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.

Com. Richard seconded the motion.

Com. Weinstein commented in favor of the motion.

Com. Moodhe commented in favor of the motion.

Chairperson Cesario thanked the petitioners for their work and spoke in favor of the motion.

11/4/2020

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
	Next: 12/7/2020 7:30 PM
AYES:	Moodhe, Cesario, Goldspiel, Khan, Weinstein, Au, Richards
ABSENT:	Marc Spunt, Neil Worlikar

Regular Meeting

Other Matters for Discussion

None.

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Oct 21, 2020 7:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Moodhe, Cesario, Goldspiel, Khan, Weinstein, Au, Richards
ABSENT:	Marc Spunt, Neil Worlikar

Chairman's Report

None.

Committee and Liaison Reports

Com. Richards gave an overview of the last Village Board Meeting.

Staff Report/Future Agenda Schedule

Village Planner Rati talked about the next meeting.

Public Comments and Questions

None

Adjournment

The meeting was adjourned at 10:30 PM

Chris Stilling

APPROVED BY ME THIS 4th DAY OF November, 2020

INTEROFFICE MEMORANDUM

TO: RICHARD MCMAHON

FROM: STEVE KUDWA, P.E.

SUBJECT: DUNKIN, 1151 MCHENRY ROAD, BUFFALO GROVE, IL

DATE: NOVEMBER 1, 2020

After review of the stormwater ordinance for Buffalo Grove (Lake County), the following is a synopsis of the stormwater ordinance as it relates to the development of the Dunkin at 1151 McHenry Road.

The following sections of the Lake County Stormwater Ordinance are germane to the drainage issues presented by the Dunkin development.

- Section 300.06 (Lake County WDO) Redevelopment of previously developed sites shall maintain existing storage volume **and shall not increase the rate of runoff from the site**. The applicant shall provide supporting data and calculations to the satisfaction of the Enforcement Officer to ensure the site design either provides a watershed benefit or meets the requirements of 502.03. New development on partially developed sites shall meet the release rate criteria in 502.01 for the new development, if the new development exceeds the thresholds in 300.06A, or 300.06B, or 300.06C.
- Section 300.08 (Lake County WDO) **Any development that hydrologically disturbs 5,000 square feet or more**. This development activity shall at a minimum meet the soil erosion and sediment control performance standards of §600 Performance Standards, with associated application requirements.
- Section 502.03 (Lake County WDO) All concentrated stormwater discharges must be conveyed into a maintainable outlet with adequate downstream stormwater capacity (as defined in Appendix A: Definitions) and will not result in increased flood and drainage hazard.
- Section 502.01 (Lake County WDO) Unless otherwise specified in Appendix J: Watershed Specific Release Rates, an SMC-adopted basin plan or floodplain study, the detention volume required shall be calculated using a rating curve based on maximum release rates of 0.04 cubic feet per second per acre for the 2-year, 24-hour storm event and 0.15 cubic feet per second per acre for the 100-year, 24-hour storm event. **The release rate requirement shall apply to the hydrologically disturbed area of the ownership parcel** unless the Enforcement Officer determines that specific locations of the ownership parcel have unique circumstances such that the release rate shall apply to a broader or smaller area. The release rate requirements shall only apply to developments listed in 300.06 and 300.07.

The Dunkin development creates several issues as it relates to the above noted codes and are as follows:

1. Section 300.06 requires that there shall be no increased rate of flow to any downstream land owner. In this particular case, the Dunkin development will be increasing the amount of impervious area without adding any additional detention storage, thus increasing the rate of flow onto the Bucky's Gas Station parcel.
2. The Dunkin stormwater narrative states that a WDO permit is not required. We believe this is not accurate as Section 300.08 of the WDO requires a permit application with a disturbed area of at least 5,000 sf, which the Dunkin project exceeds.

3. As noted in the original Bucky's stormwater narrative, the Village of Buffalo Grove requires a minimum of a 1-ft freeboard condition from the lowest storm structure on the system. As part of the Bucky's approval, a variance was requested to the benefit of both Bucky's and the Spoerlein property which lowered the freeboard condition down to 0.45 feet. Using the previous information, the lowest storm inlet has a rim elevation equal to 714.24. Per the Dunkin stormwater report, it appears as though the development has increased the open air detention basin high water level (HWL) to 714.70 thus creating a conflict with the overall detention system as well as violating the previously agreed upon variance. As an aside, the lack of a 1-ft freeboard condition is in violation of the IDOT requirement. Any further reduction of the freeboard condition should also be approved by IDOT.
4. Calculations for impervious area typically include the detention basin area up to the HWL. The runoff coefficient should be revised to reflect this.
5. The Dunkin stormwater report notes that slight modifications have been made to increase the storage of the existing detention basin. However, there don't appear to be any modifications to the detention basin on the engineering plans that would support this statement.

Buchanan Energy (N), LLC

2500 BRICKVALE ROAD
ELK GROVE VILLAGE, IL 60007

November 16, 2020

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

Re: Petition to i) Amend Ordinance 83-8 for a new Dunkin Donuts outbuilding with a drive-through facility; ii) Special use for a drive-through facility in the B-3 Planned Business District; and iii) Preliminary plan approval with variations to the Buffalo Grove Zoning ordinance and Sign Code ("**Application**") at the Spoerlein Common Shopping Development at 1131-1271 McHenry Road ("**Subject Property**")

Dear Buffalo Grove Village Board:

Buchanan Energy (N), LLC, owner of the property directly to the west of the Subject Property and operating the Bucky's Express, objects to the Application. Buchanan Energy (N) LLC has previously noted its objection to the Application with the Village Planner and at the Plan Commission hearing.

The Application seeks to amend Ordinance 83-8 ("**Ordinance**"), which zoned the property B-3 Planned Business Center District. It appears the application to amend this Ordinance is based on an annexation agreement executed between the former owner of the Subject Property and the Village in 1983, right before the adoption of the Ordinance zoning the Subject Property B-3 Planned Business Center District. The Application seems to infer that Subject Property would still have the right to construct two additional outbuildings of 1000 square feet each and is seeking to amend the Ordinance to now provide one 2,388 square foot building with a drive-through.

The annexation agreement however, pursuant to section 25, only had a 10-year term. Any preliminary approvals referenced in the annexation agreement that would have allowed two additional 1000 square foot buildings on the Subject Property have long expired. Paragraph 25 of the annexation agreement provides as follows:

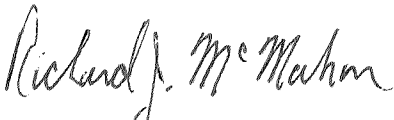
25. Term of Agreement. This Agreement will be binding on all parties for a term of ten (10) years from the date of the execution of this Agreement by the Village. Provided that the appropriate phasing plan is complied with, the Developer shall have the right to submit a final development plan for all or any portion of the Property at any time during the term of this Agreement.

As a result, since January 24, 1993 the Subject Property has only had the right to develop under the requirements contained in the Buffalo Zoning Ordinance without any right to rely on any Preliminary Approvals provided in the Annexation Agreement for additional building(s) on the Subject Property.

Consequently, the Ordinance cannot be amended to provide an additional Building on the Subject Property.

Pursuant to Section 17.20.050 of the Buffalo Grove Zoning ordinance, no more than one building can be located on subdivided lot. The proposal to add an additional building on the Subject Property violates the Buffalo Grove Zoning Ordinance. Applicant has not filed an application to subdivide the Subject Property to create a separate lot that complies with all terms and provision of the Buffalo Grove Zoning Ordinance and Subdivision Ordinance. Consequently, the Village must deny the Application because it does not meet the requirements of the Buffalo Grove Zoning Ordinance.

FOR THE COMPANY:



Richard J. McMahon
Attorney-in-fact

Petitioner Response

In addition to being the Land and Entitlement Consultant for Whitestone REIT I am, and have been, the President of Land Consultants , Inc (LCI) since the formation of the company.

In 1983 LCI was responsible for the preparation of the Preliminary Development Plan and the entitlements for Spoerlein Farm. The Preliminary Development Plan was prepared in accordance with the B-3 Planned Business Center and the R-9 Multiple Family Dwelling Districts. In both districts a planned development was necessary due to multiple buildings on a lot or parcel. In the case of the B-3 parcel there were a total of 9 buildings illustrated on a 5.1 acre parcel. That 5.1 acre parcel included the gas station parcel. As the remaining retail and office property, Spoerlein Commons, was built some of those building were attached by way of second story walkways but multiple buildings remain within Spoerlein Commons. It clearly has been developed consistent with the approved plan and in accordance with commercial planned development requirements.

There has been an opinion by the owner of the adjacent property that there is not a planned development in this inclusive B-3 district since Ordinance No. 83-8 doesn't specifically reference a special use for a commercial planned development. Reading the Village B-3 Planned Business Center District references that "upon application to the Corporate Authorities in the manner outlined in Section 17.28.050". That referenced section of the Zoning Ordinance is the Planned Unit Development criteria. Reading further in the Planned unit development section it references " All business planned unit developments shall conform to the requirements of Section 17.44.040D". That referenced section is the B-3 Planned Business Center District. It's seems clear that Ordinance 83-8 didn't require specific reference to planned unit development for this 5.1 acre commercial parcel since the Zoning Code specifically referenced it. Our proposal for the outlot development illustrated the new building takes the place of 2 unbuilt buildings from the approved Preliminary Development Plan. Therefore, in place of the approved 3 buildings on this portion of the B-3 parcel there are now 2.

To conclude, we believe that the Village Zoning Code is clear that the B-3 district is a planned development, that the approved Preliminary Development Plan is in accordance with that District and clearly represents a planned development and that the current proposal is consistent with the approved plan.



Ordinance No. O-2021-4 : Ordinance Authorizing the Village Manager to Execute a Contract with BSnA for Community Development Software

Recommendation of Action

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

Staff recommends authorizing the Village Manager to execute an agreement with BS&A Software, in a not to exceed amount of \$221,710 covering the first two years of the agreement, pending review and approval of the agreement by the Village Attorney.

ATTACHMENTS:

- BOT Memo (DOCX)
- BSnA Ordinance (DOCX)
- CD Software Agreement - Final (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Stilling, Community Development

Monday, January 4, 2021

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: December 21, 2020

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Community Development Software Selection

BACKGROUND

The FY 2020 budget allocated \$240,000 towards a new Community Development (CD) Software which would will help streamline, collaborate and automate permit, review and inspection processes, and perform the following:

- **Capitalize** on the previous permit process accomplishments.
- **Perform** necessary functions of an ERP system
 - Restructure of permit fees
 - Licensing management (rentals, business, contractor registrations and CO's)
 - Automate manual reports
 - Provide easy and efficient access of permits to the Community
 - Digital file management
 - Remote inspections using iPads
 - Online permits and status updates
 - Web pay capabilities
- **Connect and link** all the steps and elements of the permit process into a streamlined, managed, and standardized process.

After posting an RFP in January 2020, the Village received 6 proposals. The Evaluation Committee which includes Trustee David Weidenfeld, and Village Staff members: Chris Stilling, Nicole Woods, Rati Akash, Jessie Brown, Mike Skibbe (IT), Caitlin Pennington and Matt Huser (GIS), and Brett Robinson. narrowed the proposals to 3 based upon the proposal's ability to provide a high customer service response level, met most of the software features, and adhered to most of the Village's conditions as part of the agreement. The top 3 finalists' vendors chosen were BSnA, Citizenserve, and Lama.

After a delay due to the COVID-19 pandemic, Staff interviewed the top 3 finalists (BSnA, Citizenserve, and Lama). Following the interviews, the evaluation committee unanimously ranked the software as BSnA as the top choice, followed by Citizenserve and then lastly, Lama. As further discussed below, BSnA demonstrated to be far more efficient and versatile software. They also offered premier customer service levels as well as agreed to adhere to the Village's conditions as part of the agreement.

BENEFITS OF BSnA SOFTWARE

BSnA has been deemed the top choice amongst the software for the following reasons:

- *Product Functionality:* BSnA is an efficient software solution which is able to house all data and applications in one place and thereby increasing users' productively. BSnA is capable of performing the majority of the CD's software requirements that are required to perform permit and licensing processing, review, remote inspections, project management, and Code Enforcement. In addition, its interface is initiative and easy for not only staff but also the public to navigate. Overall, the committee found that the product was the most streamlined out of the other top choices.
- *Integration and Migration:* BSnA is effectively able to integrate with GIS, Laserfiche, Microsoft Office, Village's Accela Report a Concern, and BlueBeam Revu (Digital Review Software). All New World data can be migrated into BSnA effectively. This was not necessarily true for the other software.
- *Unlimited users:* BSnA allows for an unlimited number of users to access this software with nominal recurring annual cost. This allows for multi-disciplinary review to take place where other Departmental personnel can gain access to BSnA to review and add comments in BSnA without being restrictive to the number of users. Other software has capped the number of users.
- *Cost-Effective:*
The FY 2020 budget allocated \$240,000 towards a new Community Development (CD) Software. BSnA charges \$202,835 for the initial fee/Year 1 and then has a recurring fee. The recurring fee is set at \$18,875 and that amount annually increases by the Consumer Price Index. As shown on the table below, BSnA is the most cost effective choice over the five year period amongst the three software products. CitizenServe, which has the lowest initial cost or year 1 costs, has significant recurring costs which create a 5 Year Cost of \$348,000 or about 24% higher than BSnA's total 5 year cost.

Cost Schedule Table

	BSnA	CitizenServe	LAMA (Range due to various product versions)
Initial Fee/Year 1	\$202,835	\$138,000	\$216,916 - \$270,356
Cost Year 2	\$18,875	\$52,500	\$48,320 - \$59,440
Cost Year 3	\$19,347	\$52,500	\$49,528 - \$60,559
Cost Year 4	\$19,831	\$52,500	\$50,766 - 62,072
Cost Year 5	\$20,326	\$52,500	\$52,035 - \$63,624
Total 5 Year Cost	\$281,214	\$348,000	\$471,566 - \$516,051

FY21 BUDGET AND IMPLEMENTATION

For the FY21 Budget, staff has budgeted \$240,000 from of the Capital Equipment Fund to pay for the Year 1 costs. Based on BSnA's proposal, the remaining balance (+/- \$38,000) will be transferred back into the reserve fund. Furthermore, the annual cost for BSnA is approximately \$10,000 less than our current annual cost for our existing New World software. As a result, staff estimates that our net total 5-Year cost is approximately \$241,000.

Once the contract has been executed, implementation with BSnA will begin at the start of the new year. While the final implementation schedule is still being negotiated as part of the contract, staff estimates that the total process will take 8-10 months before we "Go Live".

RECOMMENDATION

Staff recommends authorizing the Village Manager to execute an agreement with BS&A Software, in a not to exceed amount of \$221,710 covering the first two years of the agreement, pending review and approval of the agreement by the Village Attorney.

ORDINANCE 2021-____

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT FOR COMMUNITY DEVELOPMENT
PERMMITING, AND INSPECTION SOFTWARE**

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute an Agreement with BS&A Software Inc., pending review and approval by the Village Attorney at a price not to exceed \$221,710 for the first two years of the Agreement

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2021

APPROVED: _____, 2021

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: BS&A Ordinance (O-2021-4 : Ordinance Authorizing the Village Manager to Execute a Contract with BS&A)

VILLAGE OF BUFFALO GROVE
AGREEMENT
COMMUNITY DEVELOPMENT PERMITTING, AND INSPECTION SOFTWARE

THIS AGREEMENT is dated as of the 5th day of January, 2021 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Supplier 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. SUPPLIER.

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

BS&A Software, Inc. ("Supplier")
14965 Abbey Lane
Bath, MI 48808
Telephone: 517-641-8900
Email:

B. Project Description. The Supplier shall provide a license, install, configure and integrate Community Development Permitting, Village issued License, and Inspection Software (hereinafter, the "Software") either as a standalone system or as part of existing Village system(s). The deliverable described in the preceding sentence shall hereinafter be referred to as the "Solution".

C. Representations of Supplier. The Supplier has submitted to the Village a description of the services to be provided by the Supplier, a copy of which is attached as Exhibit B to this Agreement ("Software/Services"). The Supplier represents that it is financially solvent, has the necessary financial resources, has the unrestricted legal right to provides licenses granted hereunder to the Software and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit B in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Supplier.** The Village retains the Supplier to perform, and the Supplier agrees to perform, the Services.
- B. **Services.** The Supplier shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Supplier 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 Supplier shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Supplier shall regularly report to the Deputy 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 A, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Supplier shall be paid as provided in Exhibit A. The Supplier shall submit invoices to the Village in a Village approved format for those portions of the Services performed and completed by the Supplier. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit A. The Village shall pay to the Supplier the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Supplier 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 Supplier 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 Supplier wishes to make a claim for additional compensation as a result of action taken by the Village, the Supplier 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 Supplier, the Supplier 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. **Escalation.** Prices throughout the initial term of the Agreement shall reflect the Supplier's response to the RFP and subsequent negotiations. For subsequent terms, requests for increases of unit prices shall not exceed the CPI-All Urban Consumers.

The Village of Buffalo Grove reserves the right to reject a proposed price increase and terminate the Contract.

- F. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, not including any sales, use or excise tax, 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. Except for any sales, use or excise tax, 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 Supplier.
- G. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. In the event that a subsequent deliverable causes a prior deliverable to become non-functional or function at a lower level than when that prior deliverable was accepted Supplier shall be obligated to modify the prior deliverable to its prior level of functionality when used in conjunction with the newer deliverable.

SECTION 4. PERSONNEL SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit B shall be primarily responsible for carrying out the Services on behalf of the Supplier. The Key Project Personnel shall not be changed without the Village's prior written approval.
- B. **Availability of Personnel.** The Supplier shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Supplier 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 Supplier 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 Supplier shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Supplier shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Supplier 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 Supplier. For purposes of this Agreement, the term "Supplier" shall be deemed also to refer to all subcontractors of the Supplier, 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 Supplier shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Supplier shall have no claim for damages, for compensation in excess of the amount contained in this Agreement of for a delay or extension of the Time of Performance as a result of any such removal or replacement.

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 Supplier from a source other than the Village prior to the time of disclosure of said information to the Supplier 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 Supplier or the Village; or (iv) to have been supplied to the Supplier after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.
- B. **No Disclosure of Confidential Information by the Supplier.** The Supplier 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 Supplier shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Supplier shall use reasonable measures at least as strict as those the Supplier uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Supplier to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Supplier warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance and that the deliverables will conform in all material respects with their specifications. 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. **Indemnification.** The Supplier shall, without regard to the availability or unavailability of any insurance, either of the Village or the Supplier, indemnify, save harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Supplier's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Supplier, except to the extent caused by the sole negligence of the Village. Except for breaches of Section 8 A. Disabling Code the Supplier's maximum liability for any claimed damages shall not exceed the terms of the policy of insurance carried by the Supplier as required under the terms of this Agreement.
- C. **Infringement Indemnity.** If the deliverable (including but not limited to any System elements) provided by Supplier (other than items provided by the Village) to provide the System and any related services becomes, or in Supplier's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, then Supplier will promptly notify the Village of such claim or proceeding and at Supplier's expense take the following actions in the following priority order (i.e., Supplier must exercise all commercially reasonable efforts to obtain a higher priority option before resorting to a lower priority option): (i) secure the right to continue using the item; (ii) modify the item to make it non-infringing, provided that such modification will not degrade the performance or quality of the affected component of the Services in any material way; (iii) replace the item with a non-infringing substitute that does not degrade the performance or quality of the affected component of the Services in any material way; or (iv) if the infringement or misappropriation claim or threatened claim is a bona fide claim with a basis in fact, remove the item from the Services and equitably adjust Supplier's charges to adequately reflect such removal. Supplier shall be responsible for all costs and expenses (including costs of building new interfaces) incurred by Supplier or by the Village in connection with the activities contemplated by this Section

SECTION 6. WARRANTY: INDEMNIFICATION: INSURANCE (cont)

- D. **Insurance.** Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Deputy Village Manager ("Manager") may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Manager may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6.A., Warranty of Services, of this Agreement.
- E. **Insurance Requirements** Supplier shall maintain during the entire term of this Agreement, the following insurance coverages
- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
 - b. Professional Liability: \$1,000,000 single limit for errors and omissions, professional /malpractice liability.
 - c. Worker's Compensation and Employers' Liability: Worker's Compensation limits of \$1,000,000 and as Employers' Liability limits of \$500,000 per accident or as required by Illinois law.
 - d. Umbrella Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- F. **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 Supplier as the result of the execution of this Agreement.
- G. **Limitation on Liability and Damages.** Except for breaches of Section 8 A. Disabling Code BSA's entire liability and responsibility for any and all claims, damages, or losses arising from the BSA software products (including but not limited to their use, operation, and/or failure to operate), professional services, maintenance and support, any third-party performance or lack thereof, or otherwise arising out of or relating to this agreement, shall be absolutely limited to direct damages not in excess of the greater of (i) \$203,000; or, (ii) the amount of insurance proceeds actually available without reservation at the time of settlement or judgment to cover the claim(s), damages or losses by the customer under insurance placed or provided pursuant to this agreement. For avoidance of doubt, and without limiting any obligation of any insurer, customer shall not have recourse against BSA for amounts unfunded by insurance proceeds in excess of \$203,000. Notwithstanding any provision contained herein, BSA shall not be liable for any indirect, consequential, special, incidental, or contingent damages or expenses, whether in contract, tort (including negligence) or otherwise, arising in any way out of this agreement, BSA software products, any third-party performance, or lack thereof, or BSA's performance, or lack thereof, under this agreement, including without limiting the generality of the foregoing, loss of revenue, profit, or use. To the extent that applicable law does not permit the limitations set forth herein, the liability and damages shall be limited and restricted to the extent permitted by law.

- H. **Limited Software Warranty.** Supplier warrants and represents for a period of one (10) year from the installation of Supplier's software product that ; (i) such Supplier software product will perform substantially in the same manner as official demonstration versions and in accordance with Supplier's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this agreement; and (ii) Supplier's software product shall conform to the documentation and be free of material defects in workmanship and materials. Any claim under this Limited Software Warranty must be made within one (1) year from the installation of the applicable Supplier software product. Village's exclusive remedy in the event of a breach of this warranty shall be to have Supplier use reasonable efforts to repair or replace the non-conforming Supplier software product so as to render it conforming to the warranty, or in the event that it is not possible to render it conforming with reasonable efforts, to receive a refund of the amount paid for the Supplier software product. The foregoing Limited Software Warranty is in lieu of all other representations or warranties relating in any way to the Supplier software products, including, but not limited to, their features, attributes, functionality and performance. The foregoing Limited Software Warranty is in lieu of all such representation or warranties whether express or implied, including, but not limited to, any implied warranties or representations of merchantability, merchantable quality and fitness for a particular purpose and those arising by statute or otherwise in law or from the course of dealing or usage of trade. Supplier does not represent or warrant that the Supplier software products will meet any or all of Village's particular requirements, that the operation of the Supplier software will operate error-free or uninterrupted, or that all programming errors in the Supplier software product(s) can be found in order to be corrected.

SECTION 7. TERM and TERMINATION

- A. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Supplier. In the event that this Agreement is so terminated, the Supplier 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.
- B. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 24 months from the date of Final Acceptance. The Village shall have the right to extend this agreement for subsequent 12 month terms. At the end of any Term the Village reserves the right to extend this contract for a period of up to one hundred and eighty (180) calendar days for the purpose of securing a new agreement.
- C. **Implementation Schedule** The Supplier shall have completed all work required to implement the Solution and the Software system shall be accepted by the Deputy Village Manager, provided that acceptance by the Deputy Village Manager shall not be unreasonably delayed, On or before _____, 2021.

SECTION 7. TERM and TERMINATION(cont.)

- D. **Default.** if it should appear at any time that the Supplier 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 Supplier'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 Supplier.** The Village may require the Supplier, 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 Supplier 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 Supplier, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Supplier or as a result of actions taken by the Village in response to any Event of Default by the Supplier.

SECTION 8. AGREEMENT GENERAL PROVISIONS

- A. **Disabling Code** Supplier covenants, warrants and represents that it has taken all reasonable steps to test any software licensed or developed hereunder (including software modifications) for Disabling Code (as defined below) and that the software is and shall be free of Disabling Code as of the date of delivery by the Supplier, and that the Supplier shall continue to take such steps with respect to future enhancements or modifications to the software. The Supplier shall not invoke any Disabling Code on any of the Village of Buffalo Grove's systems. The term "Disabling Code" means computer instructions, features or functions that may permit the Supplier or a third party to, or may automatically: (a) alter, destroy or inhibit the software and/or Village of Buffalo Grove's processing environment; (b) erase, destroy, corrupt or modify any data, programs, materials or information used by Village of Buffalo Grove or store any data, programs, materials or information on Village of Buffalo Grove's computers without the consent of Village of Buffalo Grove; (c) discontinue Village of Buffalo Grove's effective use of the software; or (d) bypass any internal or external software security measure to obtain access to any hardware or software of Village of Buffalo Grove without the consent or knowledge of Village of Buffalo Grove, including, but not limited to, other programs' data storage and computer libraries. Disabling Code includes, but is not limited to, programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function. The Supplier further covenants, warrants and represents that it shall maintain a master copy of each version of the software free and clear of any Disabling Code. Upon Village of Buffalo Grove's request, the Supplier agrees to make such master copy available to Village of Buffalo Grove, with appropriate provisions for security thereof, for comparison with, and if necessary, correction by the Supplier of Village of Buffalo Grove's copy of the software.
- B. **Virus Protection** To the extent that any computer equipment is used by the Supplier in conjunction with the Services and the Supplier provides software or equipment to Village of Buffalo Grove, the Supplier must use up-to-date anti-virus software on all such equipment and systems, which shall constitute commercially reasonable efforts to deliver all software and equipment virus free. As used in the preceding sentence, "up-to-date anti-virus software" shall mean that the Supplier uses virus definition files made available by the anti-virus software publisher no more than seven (7) calendar days prior to the date of the complained of incident. The Supplier must have approved anti-virus protection software and update virus definition files on a weekly basis, unless a new or variant virus or malicious code is identified by Village of Buffalo Grove and communicated to the Supplier and in such case, the updates will occur daily. All storage media will be scanned on a daily basis or files will be scanned on a real time basis by virus protection software as those files are accessed, and any infected files will be immediately deleted. The Supplier will be responsible for making any and all configuration changes or purchases, which may be required, based on the above referenced Village of Buffalo Grove evaluation. It is the responsibility of the Supplier to ensure timely updates, patches, etc., and to ensure their software and protection remains current (as specified above). With respect to software deliverables, immediately before delivering them to Village of Buffalo Grove, the Supplier will scan such deliverables for viruses with the most recent virus definition files available from the anti-virus software publisher. If the Supplier fails to perform any obligation set forth in this section and if as a result, the software deliverable or interfacing equipment introduces a virus into Village of Buffalo Grove's system(s), the Supplier will be responsible for any costs in removing the virus from the affected system(s), in addition to being liable for other damages resulting from such introduction.

SECTION 8. AGREEMENT GENERAL PROVISIONS (cont.)

C. Maintenance and Support

The Supplier's Software, including all features and modular applications associated with the Software, must have qualified and available support included as a part of ongoing services to maintain the Software, using guidelines, structures, and materials meeting the following criteria:

1. **Online Training Videos.** An online repository of training videos for the purposes of fully training new staff members or retraining existing IT staff members at no additional cost.
2. **Support.** The Supplier shall provide access to live support available via e-mail or phone during Supplier's normal business hours. The support team must be fluent in the functionality and uses of both the Software system's features and associate applications and modules. Responses to critical issues shall be as defined in Maintenance and Support SLA section of this document.
3. **Support Materials.** 24/7 access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums at no additional cost.

The Supplier must commit to regular maintenance and updating of the Software and associated applications for the purposes of keeping the existing software up-to- date as well as introducing new functionality and applications. Supplier shall commit to and provide information on:

4. **Development Process.** A process dedicated to reviewing new technologies and implementing development projects in order to provide a more robust software package with additional features and applications.
5. **Software Improvements.** Regular maintenance of the Software to improve existing functionality and, when appropriate, take the Village's requests into consideration.
6. **New Features.** Rolling upgrades of the solution that strengthen and update the Software's functionality and associated applications.
7. **Software Maintenance Agreement.** In all submitted proposals, Suppliers shall be able to produce a Software Maintenance Agreement that details guarantees of upgrades and the dedicated process for improving the software purchased by the Village. The terms of such Software Maintenance Agreement shall be subordinate to the terms of this Agreement.

Annual license, maintenance and support costs shall not be charged by the Supplier until final acceptance by the village.

8. With respect to Errors following the expiration of the Limited Software Warranty, Supplier's sole obligation and Village's sole remedy are set forth in this section. Subject to Village's compliance with the terms of the Agreement and continued purchase of Maintenance and Support, Supplier shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in the Support Service Level Agreement. An "Error" means a verifiable and reproducible failure of a Supplier software

product to operate in accordance with the Documentation under conditions of normal use and where the Error is directly attributable to the Supplier software product(s) as updated with current modifications. If the Village modifies the Supplier software products without Supplier's written consent, Supplier's obligation to provide support services on the Supplier software products will be void.

9. Support does not include the following: (i) installation or implementation of the Supplier software products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of Supplier's normal business hours; (iv) support or support time due to a cause external to the Supplier software products adversely affecting their operability or serviceability, which shall include but not be limited to water, fire, wind, lightning, other natural calamities, transportation, misuse, abuse, or neglect; (v) repair of the Supplier software products modified in any way other than modifications made by Supplier or its agents; (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc.; and (vii) support of the Supplier software products that have not incorporated current Modifications. All such excluded Maintenance and Support services performed by Supplier at Village's request shall be invoiced to Village on a time and materials basis, plus reasonable expenses associated therewith.
10. Notwithstanding anything to the contrary, in order to maintain the integrity and proper operation of the software, Village agrees to use commercially reasonable efforts to implement, in the manner instructed by Supplier, all Modifications in a timely manner. Village's failure to implement any Modifications may limit or restrict the ability of Village to implement future Modifications. Village shall provide prompt notice of any Errors discovered by Village, or otherwise brought to the attention of the Village. Proper notice may include, without limitation, prompt telephonic or written (either via e-mail or postal mail) notice to Supplier of any purported Error. If requested by Supplier, Village agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist Supplier in the detection and correction of said Errors. Supplier will use its commercially reasonable judgment to determine if an Error exists.
11. Village acknowledges and agrees that Supplier and product vendors may require online access to the Supplier's system in order for Supplier to provide Maintenance and Support services hereunder. Accordingly, Village shall provide a connection to the Internet to facilitate Supplier's remote access to the Supplier software product. Supplier shall provide remote connection software, which may require installation of a software component on a workstation or server computer.

SECTION 8. AGREEMENT GENERAL PROVISIONS (cont.)

- D. **Support Service Level Agreement** – In all submitted proposals, Suppliers shall provide a Service Level Agreement that details guarantees of customer support as well as a service escalation process that shall at a minimum provide a level of support as described below. System shall be understood to mean the software provided by the Supplier, any modifications made to the software by the Supplier, servers run by the Supplier or Supplier's sub-contractor.

Supplier shall respond to Village initiated problems in accordance with the following

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

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

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

Customer service requests fall into four main categories:

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

Remote Support Process

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

SECTION 8. AGREEMENT GENERAL PROVISIONS (cont.)

Escalation Options and Procedures

Contacting the Project Manager assigned by the Supplier is the preferred way to initiate the escalation process should a problem arise that the Village feels is not being given the appropriate attention or priority. The Project Manager is responsible for and has access to all resources available in providing a resolution. A solution in these circumstances may be a temporary one that gets the Village going again as soon as possible while a more permanent solution is identified.

- E. **License.** Supplier hereby grants to the Village, for the Term of this Agreement and any successor Terms, a non-exclusive, non-transferable, non-assignable and royalty-free (other than for the license and support fees set forth in this Agreement) license to use the Software (which includes the right to use any updates, revisions, new versions or any other code provided under the Supplier's Support obligations to the Village) in accordance with the terms of this Agreement. These license rights shall include the right of the Village (i) to install the Software on hardware owned by the Village, leased by the Village or provided to the Village under a services agreement with a third party (ii) employ a third party service provider, either directly or indirectly, to operate and maintain its information technology environment, install and maintain the Software and to serve as the Village's interface to Supplier for any Software support or Service Level Agreement matters, (iii) allow an unlimited number of third parties (collectively "Customers") to access the Software via a Web Interface without the requirement that any Customer enter into a license agreement with Supplier or pay any fee of any sort to Supplier; or (iv) allow any third party to access the Software as required by the provisions of the laws of the United States of America or the State of Illinois. The Village will not sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer Supplier's software products or any portion thereof without prior written consent of Supplier. Without limiting the foregoing, the Supplier's software products may not be modified by anyone other than the Supplier. If the Village modifies, or allows a third-party to modify the Supplier software products without Supplier's prior written consent, any Supplier obligation to provide support services on, and the warranty for, the Supplier software products will be void. All rights not expressly granted are reserved.

F. Transition to Supplier Product

Availability. In the event the Supplier makes available successor software products (including but not limited to software products based on a new technical architecture, a change of platform such as from server based to cloud based) ("New Supplier Product") with substantially similar functionality to the Supplier software products licensed by the Village within four (4) years of the Acceptance Date, Village may transfer to the New Supplier Product. Such transfer must be committed to by the Village by the earlier of the expiration date of the four (4) year period, or eighteen (18) months after the release of the New Supplier Product and the Village shall commit to a three(3) year or longer term agreement with the Supplier.

1. **Discounted Cost.** Supplier shall provide a credit for transitioning to New Supplier Product, within the earlier of the four (4) year period after the Acceptance Date, or eighteen (18) months after the release of the New Supplier Product. Supplier shall provide a credit to the Village of sixty (60) percent of the cost of the Applications (identified as Item A: Software from the Schedule of Prices in Exhibit A) as amended by any Change Orders if the Village commits to said transfer within one (1) year of the Acceptance Date. Supplier shall provide a credit to the Village of thirty (30) percent of the cost of the Applications (identified as Item A: Software from the Schedule of Prices in Exhibit A) as amended by any Change Orders if the Village commits to said transfer more than one (1) year after the Acceptance Date, but less than two (2) years

SECTION 8. AGREEMENT GENERAL PROVISIONS (cont.)

after the Acceptance Date. Supplier shall provide a credit to the Village of twenty (20) percent of the cost of the Applications (identified as Item A: Software from the Schedule of Prices in Exhibit A) as amended by any Change Orders if the Village commits to said transfer more than two (2) years after the Acceptance Date, but less than four (4) years after the Acceptance Date.

2. **Period of Provision.** Supplier shall provide such Transition Assistance Services to the Village commencing upon a binding commitment by the Village to implement the New Supplier Product [delivery of transition project schedule to the Village and notice from the Village up to ninety (90) calendar days prior to the cutover to New Supplier Product] and continuing [for up to ninety (90) calendar days following the effective date of the cutover to] until the cutover to the New Supplier Product has successfully met all of the Transition Criteria as set forth below (scheduled cutover may be extended pursuant to the provisions of this Agreement

3. **Performance.** The extent the Village requests Transition Assistance Services, such Transition Assistance Services shall be provided subject to and in accordance with the terms and conditions of this Agreement. Supplier shall perform the Transition Assistance Services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency as it provided and was required to provide the same or similar Services during the Term. The quality and level of performance of the Transition Assistance Services provided by Supplier following the expiration or termination of the Term as to all or part of the Services or Supplier's receipt of a notice of termination or non-renewal shall continue to meet or exceed the Service Levels and shall not be degraded or deficient in any respect.

4. **Scope of Transition Assistance Service.** As part of the Transition Assistance Services, Supplier will provide any and all reasonable assistance requested by the Village to allow, among other things:
 - a) The operation of the software and services provide here under to continue without interruption or adverse effect; and
 - b) Supplier shall (i) assist the Village in developing a written transition plan for the transition to the New Supplier Product, which plan shall include the planning necessary to effect the transition without material disruption of The Village's ability to use the New Supplier Product or result in a loss of data during the transition, (ii) assist in the execution of a parallel operation, data migration and testing process until the transition to the New Supplier Product has been successfully completed, and, (iii) create and provide copies of the Village data in the format and on the media reasonably requested by the Village.

SECTION 8. AGREEMENT GENERAL PROVISIONS (cont.)

G. Termination Assistance Services.

Availability. As part of the Services, and for the hourly rate(s) set forth in the Schedule of Prices, adjusted by the cumulative change in Consumers Price Index (CPI-U for all Urban Consumers) between the year of contract execution, and the year said services are requested for such services Supplier shall provide to the Village the Termination Assistance Services described herein (Termination Assistance Services).

1. **Period of Provision.** Supplier shall provide such Termination Assistance Services to the Village or its designated successor supplier(s) (commencing upon notice from the Village up to one hundred and eighty (180) calendar days prior to the expiration of the Term and continuing for up to one hundred and eighty (180) calendar days following the effective date of the expiration of the Term (as such Term may be extended pursuant to the provisions of this Agreement.
2. **Firm Commitment.** Supplier shall provide Termination Assistance Services to The Village's or its designated successor supplier(s) regardless of the reason for the expiration or termination of the Term; provided, if this Agreement is terminated by Supplier for failure to pay undisputed amounts, Supplier may require payment by the Village in advance for Termination Assistance Services to be provided or performed under this section.
3. **Performance.** To the extent The Village's requests Termination Assistance Services, such Termination Assistance Services shall be provided subject to and in accordance with the terms and conditions of this Agreement. Supplier shall perform the Termination Assistance Services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency as it provided and was required to provide the same or similar Services during the Term. The quality and level of performance of the Termination Assistance Services provided by Supplier following the expiration or termination of the Term as to all or part of the Services or Supplier's receipt of a notice of termination or non-renewal shall continue to meet or exceed the Service Levels and shall not be degraded or deficient in any respect.
4. **Scope of Termination Assistance Service.** As part of the Termination Assistance Services, Supplier will timely transfer the control and responsibility for all information technology functions and Services previously performed by or for Supplier to the Village and/or its designated successor supplier(s) by the execution of any documents reasonably necessary to effect such transfers. Additionally, Supplier shall provide any and all reasonable assistance requested by the Village to allow, among other things:
 - c) the Services to continue without interruption or adverse effect; and
 - d) the orderly transfer of the Services to the Village and/or its designated successor supplier(s).

Supplier shall (i) assist the Village or its designated successor supplier(s) in developing a written transition plan for the transition of the Services to the Village or its designated successor supplier(s), which plan shall include the planning necessary to effect the transition, (ii) assist in the execution of a parallel operation, data migration and testing process until the transition to the Village or its designated successor supplier(s) has been successfully completed, and, (iii) create and provide copies of the Village data in the format and on the media reasonably requested by the Village.

SECTION 9. 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 Supplier without the prior written consent of the other party.
- C. **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.
- D. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- E. **Compliance with Laws and Grants.** Supplier 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. Supplier shall also comply with all conditions of any federal, state, or local grant received by Owner or Supplier with respect to this Contract or the Services.

Supplier 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 Supplier'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 Contract shall be deemed to be inserted herein.

- F. **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 Supplier or with any Supplier solicited or recommended by the Supplier.

SECTION 9. GENERAL PROVISIONS (cont)

- G. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Supplier to Suppliers shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any Supplier or other third party for any agreements made by the Supplier, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- H. **Mutual Cooperation.** The Village agrees to cooperate with the Supplier in the performance of the Services, including meeting with the Supplier and providing the Supplier with such non-confidential information that the Village may have that may be relevant and helpful to the Supplier's performance of the Services. The Supplier agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Suppliers engaged by the Village.
- I. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Supplier 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 Supplier shall cause the Documents to be promptly delivered to the Village.
- J. **Freedom of Information.** Supplier agrees to furnish all documentation related to this Agreement 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 Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Supplier's, actual or alleged violation of the FOIA or Supplier's failure to furnish all documentation related to a request within five (5) calendar days after Village issues notice of a request. Furthermore, should Supplier request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Supplier agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Supplier agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Supplier's request to utilize a lawful exemption to the Village.
- K. **News Releases.** The Supplier shall not issue any news releases or other public statements regarding the Services without prior approval from the Manager.

SECTION 9. GENERAL PROVISIONS (cont)

- L. **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.

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
 Attention: Deputy Village Manager
 Email: CStilling@vbg.org

With a copy to
 Patrick Brankin, pbrankin@schainbanks.com
 Brett Robinson, brobinson@vbg.org

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

BS&A Software, Inc. ("Supplier")
 14965 Abbey Lane
 Bath, MI 48808
 Telephone: 517-641-8900
 Attention: Contract Manager
 Email:

SECTION 9. GENERAL PROVISIONS (cont)

- M. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Supplier shall be made or be valid against the Village.
- N. **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.
- O. **Time.** Time is of the essence in the performance of this Agreement.
- P. **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
- Q. **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 Supplier with respect to the Request for Proposal. The terms of the RFP and the Response provided by Supplier are incorporated herein by reference. In the event of a conflict between the terms of this Agreement and any other agreement between the Village and Supplier the terms of this Agreement shall prevail.
- R. **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.
- S. **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.
- T. **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.
- U. **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.
- V. **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 9. GENERAL PROVISIONS (cont)

- W. **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: _____

BS&A Software, Inc. ("Supplier")

By: _____

Name _____ Title _____

Date: _____

Exhibit A.

SCHEDULE OF PRICES

Community Development Software

TO: THE VILLAGE OF BUFFALO GROVE

Respondent: **BS&A Software**Business Address: **14965 Abbey Lane, Bath, MI 48808**

The undersigned, declares that it has carefully examined the proposed work, the Agreement, and all other documents referred to or mentioned in the Agreement documents and it proposes and agrees, if this Proposal is accepted, that it will contract with the Village, in the form of the Agreement attached, to complete all work required to successfully implement the "Solution", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

SCHEDULE OF PRICES

Item	Description	Cost
	Services and Support Costs	
A	Software	\$66,865
B	Implementation & Integration Services	\$23,100
C	Training Services (including travel)	\$90,360 \$70,400
D	Data Import (New World Systems)	\$42,470
E	Software Support and Maintenance per year	\$0 (year 1)
	Other Services and Costs	
F	Annual Cloud Hosting (if applicable)	N/A
	Other Ongoing Costs*	
G	Annual Service Fees	\$18,875
H		
	Hourly Rates for custom development*	
H	\$200/hour	
I		
J		
	Optional Costs*	
K	Termination Assistance Services	NA
L	\$200/hour	
M		

*Respondent is to complete description in above table.

Total Solution Cost **A+B+C+D+E \$222,795 \$202,835**

SCHEDULE OF PRICES

Community Development Software

Written amount of Total Solution Cost A+B+C+D+E Two Hundred Twenty-Two Thousand, Seven Hundred Ninety-Five Dollars

If your firm provides additional optional services (such as those listed on page 18) please attach a page describing the optional service and the cost for that service as well as any ongoing costs for that service.

Each Respondent shall be required to submit one original and two hard copies of pages 7-8 in a sealed envelope or box. All envelopes and packages containing prices shall be marked or endorsed:

VoBG-2020-04 Schedule of Prices for Community Development Software

2/10/2020

Date

Signature

Account Executive

Title

Kevin Schafer

Printed Name

kschafer@bsasoftware.com

E-mail

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

Applications

Community Development

Building Department .NET	\$25,620
Field Inspection .NET	\$10,760
Business License .NET	\$14,345

BS&A Online

Community Development Permit Application Feature - Enables contractors and the general public to submit permit applications online (A fee of \$2/application is accumulated and billed to the municipality).	\$16,140
---	----------

Subtotal \$66,865

Data Conversions

Conversion scope and price are estimates, pending review of preliminary data.

Convert existing New World data to BS&A format:

Building Department (Per Database)	\$21,775
Business Licensing (Per Database)	\$12,195

Subtotal \$33,970

No conversion or database setup to be performed for:

Field Inspection

Customizations

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	\$1,500
BS&A Integration with Laserfiche Document Management System Ability to store and retrieve document attachments in Laserfiche Document Management system, for all currently integrated BS&A applications.	\$3,000
Export to New World Accounting (Journal Entries and AP Refunds)	\$4,000
Subtotal	\$8,500

Project Management and Implementation Planning

Services include:

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

\$23,100

Implementation and Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Services include:

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

Software Setup	Days:	3		\$3,300
Community Development Applications	Days:	57		\$62,700
	Total:	60	Subtotal	\$66,000

Post-Go Live Assistance

- Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A applications
- Assist customers with more detailed and advanced report options available within the BS&A applications
- Revisit commonly-used procedures discussed during training
- As needs arise, provide assistance with bank reconciliations
- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Post-Go Live for all applications for which training was performed	Days:	4		\$4,400
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Cost Totals*Not including Annual Service Fees*

Applications	\$66,865
Data Conversions	\$33,970
Customizations	\$8,500
Project Management and Implementation Planning	\$23,100
Implementation and Training	\$66,000
Post-Go Live Assistance	\$4,400

Total Proposed	\$202,835
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<i>Travel Expenses</i>	<i>\$19,960</i>
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Payment Schedule

- 1st Payment: **\$57,070** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$66,865** to be invoiced at start of training.
- 3rd Payment: **\$78,900** to be invoiced upon completion of training.

Annual Service Fees

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

Community Development	
Building Department .NET	\$5,125
Field Inspection .NET	\$2,150
Business License .NET	\$2,870
BS&A Online	
Community Development	\$3,230
Consulting Days	\$5,500
Total Annual Service Fees	\$18,875

Exhibit B.

**Request for Proposal**

**Village of Buffalo Grove,
Illinois**

**VoBG-2020-04
Community Development Software**

Submitted by:

BS&A Software
14965 Abbey Lane
Bath, MI 48808
(855) 272-7638

Kevin Schafer
Account Executive
schafer@bsasoftware.com

Closing Date:
February 13, 2020
10:00 a.m. CT



14965 Abbey Lane
 Bath, MI 48808
 Toll Free: (855) BSA-SOFT
 P: (517) 641-8900
 F: (517) 641-8960
www.bsasoftware.com

February 13, 2020

Village of Buffalo Grove
 Attn: Office of the Village Clerk
 50 Raupp Boulevard
 Buffalo Grove, IL 60089

We are pleased to respond to the Village of Dover's request for Permit and Inspections Management Software.

For nearly 25 years, BS&A Software has provided software solutions for local and county government. Governmental software is not a side-light or specialty product for us – governmental software is our sole focus. Our success is evidenced with over 15,000 installations of our various software applications for customers ranging in population from 1,000 to over 1,000,000.

Currently, there are over 600 installations of our Community Development Software Systems spread throughout 16 states. The following proposal outlines our company stability and history, technology strategy, superior products, and our unparalleled implementation and support services. We look forward to your positive consideration of our proposed solution.

Please do not hesitate to contact us with any questions you may have following the review of this proposal. I will be pleased to assist you, and can be reached at 855-272-7638.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Schafer", with a long horizontal stroke extending to the right.

Kevin Schafer
 Account Executive
 PH: 517.641.8900
 FX: 517.641.8960
knixon@bsasoftware.com

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1.0 Executive Summary

Headquarters:

BS&A Software, Inc.
14965 Abbey Lane
Bath, MI 48808
(855) 272-7638

Primary Contact:

Kevin Schafer
Account Executive
PH: 517-641-8900
KSchafer@bsasoftware.com

Secondary Contact:

Jason Hafner, CPA
Director of Implementation
PH: 517-641-8900
JHafner@bsasoftware.com

Overview

BS&A Software is pleased to submit our proposal for your review. We have over 600 customers on our Community Development software. These customers range from small municipalities with hundreds of people to large municipalities that have over 100,000 residents. We obtained these customers by continually refining both our software and our processes, so that we deliver exactly what we promise, along with unparalleled support. All of our programs are built with the Microsoft .NET software development platform using the latest tools available. Our software uses Microsoft SQL as the database engine. BS&A programs currently provide all of the major functions requested. We are proposing a locally-hosted solution, with an unlimited number of concurrent users.

BS&A has included a summary project plan within this proposal and is able to complete this software implementation on time, and on budget. We fully understand the scope of this project including software installation, data conversions, project management, program training, and follow up support. All software and services proposed will be provided by BS&A Software, Inc. Furthermore, BS&A is the sole developer of our software systems. With the exception of hardware, our solution does not encompass any third-party product and services. We have completed 100's of implementations similar to this one, and are well positioned to handle this project. We will begin the implementation process as soon as the agreements are signed. Approximately 15 staff members will be involved throughout the implementation and training process. No other vendor will work with you, or care more about your project than the staff of BS&A Software. BS&A offers a fully integrated solution. Additionally, we do have the ability to interface third party software with several of our applications using built in generic import/export features.

BS&A Company Benefits

For 25 years, our trademark has been to provide great software and world-class customer service. You will quickly learn why BS&A has grown so positively through the worst of economic times; we are first and foremost concerned with long-term customer relationships.

- **Customer Support & Satisfaction** – BS&A believes that customer satisfaction is critical to the long-term success of any company. We are so confident in what our existing customers have to say that we provide a complete client list on our website. Feel free to contact any of our existing customers. If they do not say that we provide the absolute best customer support, choose another vendor.
- **Money Back Guarantee:** BS&A is so confident in our ability to provide quality software that we provide you with a guarantee. If you are not satisfied with a BS&A product at any time during the first year, simply return it and we will refund 100% of the price of the software.

BS&A Software Benefits

BS&A provides a completely integrated suite of products that offer the following advantages over other solutions:

- **Site License:** As a standard process, BS&A provides each municipality with a site license, whereby they can run our software on an unlimited number of desktops or with an unlimited number of concurrent users. This makes it practical to provide access to BS&A software to as many users and departments as desired without incurring any additional license costs.

- **Data Conversion:** BS&A sets the bar in terms of data conversion efficiency, and minimizes efforts on the Village's part. We simply require you to get us data and we take over from there. We are not particular about the format. Whether you choose to convert all of your data or just the critical components, BS&A will not produce any surprise or additional data conversion fees, unless changes to the scope of the conversions are requested.
- **Integrations:** BS&A provides out of the box and user configurable integrations for a large number of required systems (Banks, State Government, IRS, Benefit Providers, Purchasing Cards, etc.) We do not charge any extra fees for these integrations and, in most cases, we will create similar integrations at no cost.
- **Project Management:** BS&A representatives will deliver the implementation services for all of the proposed applications. BS&A will assume the role of primary contractor and will assume project management responsibilities. Our Project Managers, along with our Implementation & Training staff, have been involved in hundreds of successful projects similar to the Village's.

2.0 Project Services

Software Descriptions

All of our programs are built with the Microsoft .NET software development platform, using the latest tools available. All programs work with SQL Server 2008 or newer, which provides for the linking of databases through a seamless grouping method. What this means for our customers is: a) a reduction in data entry errors, b) minimal duplicate entry, and c) overall increased productivity.



1) Permit intake and Issuance: The Solution must manage permit records from the application stage through issuance for same day permits, express permits (3-5 days turnover), and standard permits (7 – 10 days turnover) both online as well as, in-person and via email, monitor all building activity, issue a variety of permit types, link them to related records, account for all appropriate fees, and validate that contractors are licensed with the Village. The Solution must have the capability to accept payment and generate approvals for same day permit applications, must possess the functionality to alert both Customer and permit staff of the status of individual permit milestones including but not limited to approval, denial, and pending expiration. Examples of current permits include but are not limited to those listed in RFP Exhibit A.

2) Plan Reviews: The Solution must provide a visual workflow status that is clear to both the Customer and internal staff, must have the ability to add conditions of approval to the parcels and must have the abilities to (a) redline plans submitted electronically and (b) allow the plan reviewer to select comments from list of standard comments.

3) Inspections: The Solution must provide the functionality necessary to allow staff to monitor Codes and manage inspections associated with all building projects, reminders for follow-up inspections or needed activities.

The Solution must provide the ability for staff to view, schedule, and modify inspections and record notes while in the field from laptops, PDA's, iPads and tablet devices. Additionally, the Solution must provide staff the ability to generate inspection results and reports in the field. VoBG-2020-04 10

4) Village Issued Licenses: Provide licensing functionality including contractor registration for all licenses issued by the Village that can be directly integrated into the permitting process. The Solution must facilitate all licenses for both issuances and renewals, have the capability to automate email renewal reminders and automatically assess any late fee. Examples of Licenses issued by the Village include but are not limited to those listed in RFP Exhibit A.

5) Plan Application Tracking/Workflows: The Solution must provide all licensed users with on-line reporting capabilities of all permit applications and license reviews from permit submission to issuance. The Solution must provide a visual workflow status that is clear to both the Customers and internal staff.

6) Reporting: The Solution must have the capability to generate reports using a combination of data elements maintained by permitting, inspection and licensing services, provide at least five (5) end-users with the capability to run statistical reports, where the output is generated in a desired format and required formats are to include but are not limited to pdf, xml, docx, and xls.

7) Code Enforcement: The Solution must provide the necessary functionality to allow for the monitoring of Code and management of violations associated with all building projects and property maintenance. The Solution must provide a module, which includes complaint intake, inspection, violation citation, ticketing, public reporting and notices. Key features and goals that must be part of the Solution include the ability to record inspections, enforcement, and resolution details within the application while in the field.

8) Online Portal/Web Interface Allows a Customer with online access to apply for permits, submit documentations, make online payments and view permit management. Additionally, the web interface or online portal will also allow timely notification of the status permit review and inspections.

9) GIS Mapping: Software shall consume secured ESRI REST services including feature services, map services, cached basemaps, and/or geolocator services. Respondent is responsible for working with the Village's GIS provider to ensure all GIS Mapping functionality is operated to the satisfaction of the Deputy Village Manager.

10) Integration and Migration:

- Integrates and uses ESRI ArcGIS 10.5 and later versions.
- Integrates with Microsoft Office 2016 and later versions for email, forms, spreadsheets and word processing. Ability to export data to MS Excel format.
- Interface directly with email capabilities (Outlook). Information should be easily replicated into an email to send outside of the software.
- Integrates with archive software Laserfiche (document management) through a live link.
- Migration of data from New World to the new proposed ERP solution.

1. A general description of the Respondent's ability to provide the requested services, as described in the Scope of Services. Include a list the key products and services you are proposing. Organize your response generally following the outline in the Scope of Work.

Our Community Development .NET applications have the ability to provide all of the requested services as described in the Scope of Services stated in the Village's RFP, as well as listed above.

Building Department .NET

Our feature-rich Community Development application suite provides comprehensive tools and processes for modern Community Development, Building, Code Enforcement, and Housing departments. A property's entire history can be accessed through one easily-navigated view. Manage any construction project, permit, code compliance, rental registration, certification, occupancy, or other inspection-related process.

Permits

Track permits from application to finish. From the start, the Add Permit wizard speeds data entry while ensuring critical information is entered. Link to existing Contractor and Licensee records, or add them on-the-fly. Calculate costs by selecting items from your fee schedules and add them to the invoice. Take payments, issue permits, and print receipts as required. Once the permit is issued, use Inspection tools to schedule and process inspections. Productivity tools assist you with the creation of letters and attachment of images and documents. Attach reminders manually or automatically through a workflow to a permit or inspection so that no follow-up gets lost in the shuffle. Use workflow rules to automate common activities: apply fees, schedule inspections, generate letters, create reminders, send emails, and more.

Inspection Scheduling and Tracking Tools

Use our flexible scheduler to set your appointments and schedule inspections. Create violations with user-defined checklists. Append information through our "Quick Text" screen. Track violations, their location, details, and current status. Use the violation text in Correction Notice letters or repair emails. Capture images of violations directly into the inspection history.

Code Enforcement

Track all property maintenance issues such as weeds, trash, inoperable vehicles, etc. The Code Enforcement feature of our Building Department software offers comprehensive management of the entire process. Once the case is generated, use Inspection tools to schedule and process inspections. Productivity tools assist you with the creation of letters and attachment of images and documents. Attach reminders manually or automatically through a workflow to an inspection so that no follow-up gets lost in the shuffle. Use workflow rules to automate common activities: apply fees, schedule inspections, generate letters, create reminders, send emails, and more.

GIS Integration

GIS integration allows for a direct link between your data and GIS maps, giving you a very powerful tool to view data, plot various datasets, and quickly view neighboring properties using Google® Maps, or through direct integration with GIS maps, if available.

Accounting Functionality

The Building Department application comes ready to handle the accounting requirements of your community. Enter invoices, take payments and bond deposits, do adjustments and transfers, and print receipts. Run balance reports to match your totals. Generate detailed and summary general ledger information for deposits.

Electronic Plan Review Management

BS&A offers integration with Bluebeam® for electronic plan review management. Bluebeam offers PDF-based workflow and collaboration solutions that are enabling the most document-intensive industries in the world to go paperless. Bluebeam's desktop, mobile, and server-based products improve digital documentation coordination between project teams in the office and in the field. BS&A is a Bluebeam Authorized Developer. BS&A does not sell Bluebeam, and Bluebeam costs are not included in attached pricing.

Field Inspection .NET

Use our tablet-enabled application to enter inspections while out in the field quickly and efficiently. User-defined checklists and Quick Text are available, along with handwriting recognition. Synchronize from home or through your office network. Quickly upload inspection results, generate letters, automatically send emails, and download changes with the press of a button. Tablets with built-in cameras may capture images and attach them directly to the inspection with a single click.

BS&A Online - Community Development

Provides web access to various components of the desktop Building Department application.

Key Features:

- Permit Applications: Enables contractors and the general public to submit permit applications online
- Inspection Scheduling: Enables contractors and the general public to submit requests for inspections online
- View My Activity: Enables contractors and the general public to easily access inspections and permits they have requested
- Building Department Search: Performs a search by any record number, including addresses, permits, and certificates
- Rental Property Search: Enables users to search for addresses that are flagged as rental properties
- Payment of Fees: Enables contractors and the general public to pay for permit and other fees online

Business Licensing .NET

This is a complete business licensing system that provides extensive table views and editing screens for tracking businesses and their licenses.

Key Features:

- Enter an unlimited number of businesses, license types, inspections, etc.
- Deny and approve licenses and renewals en-masse
- View multiple license statuses for a business on one license history screen
- NAICS codes are available to be searched as well as maintained when the codes change
- Verify passed inspections before issuing licenses
- Quick and easy renewal of licenses

2. Describe your ability to meet each of the Required Solution Features listed in the Scope of Services. The review of the Respondent's ability to provide the Required Solution Features shall be evaluated as a pass or fail. Organize your response generally following the outline in the Scope of Work.

Required Solution Features

The Solution to be provided hereunder shall meet the following requirements:

1. Seamless integration with Microsoft Outlook 2013 and later (integrate e-mail and calendar applications).

BS&A's Community Development application offers calendar-level integration with Microsoft Exchange, including 365. When inspectors are being scheduled, appointments added to their Exchange calendars via Outlook can reduce time available to schedule them throughout the day, whether it be for a short doctor appointment or multi-day blocks such as a vacation.

Using the integration, inspections scheduled within the application can be pushed to the users Exchange calendar and displayed in Outlook.

For email, we recommend using our proprietary email service which sends emails server-side over SMTP from a standard email address. Direct Outlook integration for emails is available, regardless.

2. Seamless integration with ArcGIS as noted above.

BS&A provides a few points of integration with GIS data, including specifically to ArcGIS.

Map Reproduction –

- a. BS&A provides an integrated mapping solution called ThinkGeo. This option requires shape files, aeriels, etc., to be placed on the customer's network. The application reads the files directly from this location. Using this integration, a user viewing case data in the program can jump to the parcel on the map with the click of a button without leaving the program. From the map, the user can jump to case data for a different parcel by selecting it from the map. Additionally, the integration can be used to perform a number of other common processes such as plotting case data on the map, performing buffer notices for public hearings and generating letters, mailing labels, and envelopes.
- b. BS&A also provides the ability to set the URL for your web map within the application. When the user chooses the option to view the map, a browser is opened which navigates to the specified URL. A parcel number or address can even be included as a parameter in the URL which allows some web maps to shift focus to that parcel immediately.

Imports –

- a. The Community Development application, BD.Net, provides an interface to ArcGIS Rest Services for importing parcel, address, and ownership information into the BD.Net system. This user-defined import, which BS&A helps configure during implementation, allows the user to specify exactly where tabular data from a specified layer should import in BS&A. There are tools within this import to create advanced calculations from the source data in order to operate on data prior to it importing as well as to perform standard address parsing, and even perform USPS CASS Certified adjustments to the addresses.

Inspection/Review Mapping

- a. The BD.Net application has the ability to consume an area map for inspectors to define, then automatically assign inspectors and/or reviewers to a new task automatically based on the area within the community the case is located.

3. Provide a digital plan review capability either through a software module or through seamless integration with a third party provider (Subcontractor).

BS&A offers integration with Bluebeam® for electronic plan review management. Bluebeam offers PDF-based workflow and collaboration solutions that are enabling the most document-intensive industries in the world to go paperless. Bluebeam's desktop, mobile, and server-based products improve digital documentation coordination between project teams in the office and in the field. BS&A is a Bluebeam Authorized Developer. BS&A does not sell Bluebeam, and Bluebeam costs are not included in attached pricing.

4. Provide remote inspection application compatible with iPad for field use by the Inspectors.

While the applications do not run natively on the IOS platform, customers have used the RemoteApp role within MS Server to broadcast an instance of the application to be accessed remote by users on an IOS device. This requires very strong wireless connectivity throughout the service area.

5. Migration of all permit data and licensing data from the existing New World application.

BS&A has converted data from New World previously and would work with the Village to do the same.

6. Microsoft Active Directory Integration.

BS&A integrates with AD at the framework level to validate user credentials at login. Users configured in AD can be made available in BS&A applications. BS&A can validate against the AD password or require a separate password for the applications to be set.

7. Applications must run on Windows 10 client OS and Windows Server 2016 OS and later.

All versions specified are supported.

8. Shall have the ability to export data (e.g. excel, PDF, CSV) to allow archiving and updates to other ERP systems in a standard format at no additional cost.

BS&A provides data in table view in addition to other views. The tables can be filtered to include whatever data the user is looking for. Filters can even be saved and re-used later, creating views. Once the data is filtered as desired, it can be exported to Excel or CSV using and include whichever fields the user wishes to export. Additionally, a built-in report design tool allow users to design and push data to a report to be saved as PDF or XPS.

9. Shall provide the costs for on premise and hosted solutions for the village of Buffalo Grove.

BS&A provides an on premise solution in addition to our remote Field Inspection software. A hosted solution is not available at this time.

10. Online permit application, submission, and payment capabilities.(PCIDSS compliance required)

BS&A Online allows the public to view data that you wish to share. Users can search for property by parcel number, address, owner, or a specific record number (i.e. Permit Number).

User can submit applications for Plan Reviews, Permits, and Planning/Zoning cases. Additionally, using the Citizen Request for Action program, a user could submit a complaint to be routed to Code Enforcement or our Work Order software (optional additional application). Documents can be submitted online and payment collected using one of our integrated credit card processors.

Once permits or Certificates are in an allowable status such as after they are issued, a user can request an inspection online. Availability can be configured through a number of parameters within the program.

3. Provide a brief description, for each listed item, demonstrating how your proposed solution accomplishes each of the stated objectives listed as a Requested Solution Feature. Organize your response generally following the outline in the Scope of Work

Requested Solution Features

The Village expects that the Respondent be able to provide the following features and the cost must be included in the base Software price.

i. USER-DEFINED CONFIGURATION

1. Ability to configure user-defined timelines.

Assuming this requirement is in regards to the land development process, yes, all requirements can be identified using functions such as Projects, PZ Steps, Workflows, and system options.

2. Ability to maintain user-defined configuration, and data definitions effective after software release upgrades.

Supported. Configuration options are maintained after software updates.

3. System must allow for user-definition and maintenance of system look-up tables without requiring programmer intervention.

Supported. Configuration functions are available with appropriate access.

4. System should have a dashboard style page configurable by each user for viewing assigned or monitored work activities.

BS&A provides table views which can be filtered down to be used as saved views for users.

5. Ability by the end user to customize the proposed software and additional modules post-implementation.

Supported. Configuration functions are available with appropriate access.

6. Ability for the user to bookmark their favorite pages and have them load at system startup.

Users can set reminders on specific addresses or case records which appear when the user logs in. The user can jump to the record by clicking on the reminder.

7. Ability to set one contact as the main/primary contact associated with any application.

The Applicant is typically used for this purpose. An unlimited number of related names can be associated as well.

8. Ability to create a hierarchy of activities based on an organizational chart to follow a development process.

Supported using BS&A Projects and PZ Processes.

ii. PERMIT INTAKE AND ISSUANCE

(Permit Application)

1. Provide Customers with information about what is required in order to submit permit applications.

Supported

2. **Online permit submissions must have necessary marked field which is mandatory to fill out before proceeding.**

Supported

3. **Automatically create permit records once an online application is submitted, and allow manual entry for permit application received in person or via mail.**

Supported

4. **Flag and route applications through workflow based on criteria such as permit type, application contents and property details.**

Workflow is based on permit type. Sub-types can be defined to achieve necessary route.

5. **Prevent applications from being submitted online if the Customer or property does not match the Village records in the system.**

Supported

6. **All permits must be recorded under the respective address for the subject property.**

Supported

7. **Automated look-up for contractors registered within the Village when a permit is submitted requiring various trades.**

Supported

(Permit review intake)

8. **Review permit applications and route workflows to various Departments dynamically based on the results of their review.**

Supported

9. **Create and store preliminary findings from the permit review within the application, including any specific decisions about the applications and the associated timestamps.**

Supported

10. **Ability to share permit information and feedback within the various Departments during permit intake review.**

Supported

11. **Ability to set one contact as the main/primary contact associated with any permit application.**

Supported

(Permit Fees)

12. **Ease of adding and updating complex fee structures.**

Supported

13. **Built-in fee calculator across multiple types of permits/fees.**

Supported

(Address and parcel management)

14. **Ability for the system to prompt a message for administrative approval when an address cannot be verified.**

Case cannot be entered without address

15. Ability to support multiple parcels and addresses for each project

Each project must be related to a single address/parcel, however it can be related to another project that is associated with a separate address. For instance, a parcel which is split can keep the Subdivision case attached, then any projects started on the new child parcels can be related to the parent subdivision project to view any pertinent information such as deed restrictions, conditions of approvals, etc.

16. Ability to attach associated documentation to a permit or parcel record.

Supported

(Permit Counter Operations)**17. Provide data and tools to assist with management of permit counter volume.**

BS&A recommends promoting online applications to reduce counter volume and even provide flyers/brochures to distribute to assist in that marketing initiative in order to on-board contractors quicker.

18. Provide all property details, including GIS Map View of the property, upon querying a permit or property address.

Supported

19. Capability to link any open permit cases to the GIS Community Portal for quick reference.

BS&A data is maintained on premise in a SQL server back-end that is accessible to the Village for consumption by any GIS service you wish to publish it to.

20. Auto calculates the permit fee associated with same day permits during permit issuance.

Supported

iii. **PLAN REVIEW**

1. **Track all plan review by selected address field, to add or access plan review comments from all Departments and Agencies.**
Supported
2. **Provide for logging dates sent, reviewed, due, rejected or approved.**
Supported
3. **Ability to redline plans submitted electronically.**
Supported using third-party Bluebeam Revu integration
4. **Ability for the plan reviewer in each Department to select a specific plan review comment from a list of standard comments. Also, have the capability of adding the Code sections.**
Supported
5. **Ability to merge conditions into letters and other documents along with sending these letters to recipients electronically.**
Supported

(Digital Plan Review)

6. **Allow Applicants to submit digital pdf format document plans to the Village as part of the Permit Application or separately.**
Supported
7. **Digital plans shall automatically be routed to specific departments depending on the permit type.**
Supported
8. **Versioning capability to manage multiple iterations of building plans, including check-in/check-out process for reviewing and working on building plans.**
Supported
9. **Electronic stamp approval upon successful completion of plan review.**
Supported using third-party Bluebeam Revu integration
10. **Ability to send the finalized plans to the Applicant electronically**
Supported
11. **Ability to integrate with Bluebeam digital plan review software if implemented by the Village at a later point of time.**
Supported

IV. **INSPECTIONS**

1. **Ability to provide configurable, flexible workflow engine, capable of defining and automating the business processes performed**
Supported
2. **Ability to create and send an email notification to interested party at various phases of any process.**
Supported

3. **Ability to accept electronic plans or scan plans as they are submitted, these plans needs to tie to a plat or permit application.**

Supported

4. **Ability to configure calendaring functions to plan, schedule and track work activities.**

Activities can be associated with a date due. These tasks can be managed using filtered views and automatic reminders (in-app or email) when coming due.

5. **System should offer simultaneous access to data by concurrent users.**

Supported

6. **Has the capability to assign and manage inspection cases in different queues based on the follow-up action required.**

Supported via Filtered Views

7. **Send reminders to applicant to confirm appointment date; calls, texts to provide appointment reminders to Customers.**

Customers are sent notifications for verifying online inspection requests. Manual emails can be sent to the customer from within the application as well.

(Remote Inspections)

8. **View, schedule, modify inspections, and record notes while in the field from laptops, iPads and tablet devices.**

Supported on laptops using FI.Net (offline, sync application for continued access to data), iPads and other non-windows tablets using Microsoft RemoteApp functionality.

9. **Automatically reschedule property to follow up for a re-inspection when necessary.**

Supported

10. **Allow pictures to be easily attached to inspections reports.**

Supported

11. **Ability to be able to quickly access all contact details for the owner, applicant, contractor or complainant as well as attached plans.**

Supported

12. **Capture notes related to specific violations.**

Supported

13. **Ability to check off 'failed' and 'passed' inspection field categories after the inspection is complete.**

Supported

14. **Ability to enter pre-specified or miscellaneous notes for each specific inspection.**

Supported

(Inspection Scheduling)

15. **Ability to track both routine and periodic inspections of the buildings and property.**

Supported

16. Management of all inspection scheduling activities of all the inspectors on one screen layout for ease of access.

Supported via Inspectors View

17. Allow online Customer inspection requests through the web portal.

Supported

18. Provide calendaring functionality for inspectors that allow them to easily create a daily schedule from inspection requests.

Supported

19. Allow real time inspection results to be publicly available to all users including via email to permit holder.

Supported via BS&A Online and Email notifications

20. Provide dating functionality that provides ticklers for permits and inspections with no activity.

Supported

21. Functionality that allows an inspector to see a map of their daily inspections.

Supported

22. Permits should automatically close upon a successful final inspection and notify the front counter staff.

Supported

23. Allows for the monitoring of Codes and management of violations associated with all building projects

Supported

v. CODE ENFORCEMENT

(Complaints)

1. Submit complaints electronically.

Supported via BS&A's Citizen Request for Action (CRA) integrated application

2. Track the records of any complaints received.

Supported

3. Provide the complainant to be notified upon resolution of complaint case.

Supported

4. Document consent from the complainant to access property/unit if needed.

Supported

5. Ease of recording and recording history of complaints.

Cases can be submitted online by the public, or can be entered by staff in a matter of seconds within the office, and even quicker in the field using the Quick Violations functionality which can generate a case, inspection, letter, fee, and follow-up inspection in less than 5 seconds.

(Inspections)

6. **Assign Inspection Cases to the relevant Code Enforcement Officer based on the configurable criteria.**
Supported
7. **Send reminders to property owner to confirm appointment date; robo- calls, texts to provide appointment reminders to Customers.**
BS&A sends notifications via email
8. **Ability to close violations upon confirmation of fix during re-inspection.**
Supported
9. **Route cases to various participants for follow-up action based on inspection/case details.**
Supported
10. **Configure forms and create templates for printed content, records to include enforcement case details captured in the solution.**
Supported

(Violations Management)

11. **Record inspection, enforcement and resolution details within the application while on the property site.**
Supported via FI.Net or RemoteApp
12. **Document identified violations and associated with a property.**
Supported
13. **Assign multiple violations with a single case record under each subject property.**
Supported
14. **Create and provide a Notice of Violation.**
Supported
15. **Take photographs related to the case and automatically assign case- specific metadata that will associate them to the case.**
Supported
16. **Capture all notes related to specific violation.**
Supported
17. **Capability to print from a connected mobile device for ticketing services.**
Supported using FI.Net

(Code Enforcement)

18. **Create and distribute citations' include work approval for warning letters.**
Supported
19. **Submit request for ticketing; include workflow for the supervisor approval for tickets, with ability to modify ticket details as part of workflow.**
Not Supported. A Citation number can be specified within the case, however.

20. Automatically reschedule property for re-inspection upon notification of compliance or continued noncompliance after a preset amount of time.

Supported

vi. REPORTING

1. Ability for the end-users to customize, save and distribute reports.

Supported

2. Users are able to create queries and those queries for future use, and distribute to other users.

Supported

3. Ability for the users to select favorite report formats and group them into folders for future use.

Supported

4. View a preview of the report snapshot before printing.

Supported

5. Export reports into Adobe PDF, MS Excel or MS Word format.

Supported

vii. VILLAGE ISSUED LICENSES AND RENEWALS (as shown in RFP Exhibit A)

Online license form access and tracking. Automatic e-mail renewal and map mail- out notification

(License Issuance)

1. Create applicant records for tracking license numbers and payments associated with the projects.

Supported

2. Schedule review of submitted applications.

Review process Not Supported for contractor licensing, however licensing data can be maintained including final approval date, local, county, state registration/license numbers, and expiration dates.

3. Ability to send the standard letters to the applicants who are approved, provide notice of the date and time when the license is up for renewal again.

Supported

4. Ability to electronically to mail the license certificate to the applicant.

Supported

(License Renewal)

5. Ability to identify all licenses, which are set to expire each year.

Supported

6. Ability to create renewal letters/applications for distribution to the licenses and provide a reminder.

Supported

7. Provide license expiration information to the applicant.

Supported

8. Allow licenses renewals to be submitted via physical copy or the online portal.

Physical copy only at this time unless doing so during permit application.

9. In case of Contractor registration, classify any un-renewable licenses as 'inactive' in the solution upon expiration and prevent permits from being approved for that Contractor.

Supported

viii. IMPROVE SERVICE LEVENS AND RESPONSE TIME FOR ROBUST WORKFLOW AUTOMATION

1. Configure and utilize dropdown menus wherever appropriate.

Supported

2. Enable configurable workflow to incorporate policy requirements and constraints. Workflow routing should include the ability to assign activities linearly or in parallel.

Supported

3. Applications should walk users through appropriate steps and required fields and prompt users to begin a new process workflow based on certain criteria.

Supported

4. Configure review/approval steps for supervisors at any stage of the process.

Supported

5. Automate notifications (email, phone, text, dashboards) for Village staff users and Customers to prompt the next required task or provide a status update.

Supported – Email, In-App Notifications, and Filtered Views only

6. Ability for management to see the status of all work in progress, and the workflow automation should be reportable for management using dashboards or other visual reporting functionality to enable decision- making.

Supported via Filtered Table Views

ix. ZONING AND PROJECT PLANNING REQUIREMENTS

1. The Capability to develop schedules that will allow Village staff to prioritize tasks and activities

Due dates can be assigned to tasks related to cases. Filtered Views can be configured to manage upcoming activities.

2. Use data to define needs, set goals, plan interventions and evaluation progress.

Supported – May need more information to answer more in-depth.

3. Establish and maintain relationships between parcels, buildings and addresses.

Supported

4. Identify and maintain contact details for the primary point of contact for the property; track multiple contacts for a property.

Supported

5. ***Capacity to recognize specific property or case conditions and provide notice to supervisors for follow-up.***

Not Generally Supported

6. ***Configure, capture, route tasks, and reports on properties.***

Supported

7. ***Provide solution wide standard reports and custom report capabilities.***

Supported

8. ***Provide validation tools that prevent or minimize the possibility of duplicate data entry.***

Partially Supported – An Address (Property) table is used to validate and prevent duplicate entry of addresses.

9. ***Capable of tracking zoning applications and must have the ability to assign conditions to parcels.***

While Conditions are not a native record type, conditions can be placed on a property using comments. BS&A also maintains a Variance record type which can be attached to a property when one has been approved via a PZ case.

x. **ONLINE PORTAL/WEB INTERFACE CAPABILITIES**

1. ***Submit an online application through a secure/credential based portal/interface.***

Supported

2. ***Attach required documents with unlimited content management services.***

Supported

3. ***Make secure online payments via credit cards and e-checks.***

Supported via third party integrated processor

4. ***Communicate and notify staff through this channel.***

Communication between staff and applicant made through BS&A Online.
Communications/Notifications for staff made through the desktop program and/or email notifications.

5. ***Based on application type, certain permits and licenses would be generated instantaneously.***

Supported

6. ***Electronic plan review and mark-up tool to allow Plan Reviewers to receive, view, mark-up and communicate changes through a central citizen portal (currently Accela CRM)***

Supported via Bluebeam Revu interface

7. ***Ability to update the backend real-time once a new application is received and route it to an appropriate workflow based on permit/license type.***

Supported

8. ***Auto-schedule inspections from various departments and inspectors based on application type.***

Supported

- 9. Provide the client a snap shot of all applications, outstanding fees etc. in a single dashboard.**
Supported

- 10. Dynamic and useful client reports.**

Reports are available client-side, not currently via the web

- 11. Provide a general portal based on staff criteria/input for all residents to lookup permits and licenses.**

Supported

- 12. ArcGIS integration to view permits and licenses issued etc. through a geographical map.**

This is supported as specified on page 10 above within the desktop application. For web mapping of cases, the Village GIS system would need to perform a lookup in the BS&A database via Linked Server connection and display on the Village's public GIS interface.

- 13. Ability to auto calculate fees based on selected criteria for permits and licenses.**

Supported

- 14. Ability to auto-generate renewal invoices/notices and auto-email them to clients based on a set criteria. Also, allow to produce same invoice manually for clients who would rather receive these invoices via U.S.**

Supported

- 15. Provide a robust and user friendly reporting tool with a host of custom reports, permits and licenses based on staff input for various Village departments.**

Supported via BS&A's built-in Report Writer

- 16. Calendar and reminder feature which would notify staff and applicant through email on permit/licenses about to expire with an option to renew and make an online payment.**

Notification is made via email. Staff extends the permit from within the application once extension fees are paid online.

5. Submit a detailed Implementation plan, which will address requirements, customizations, data migration, Implementation schedule, training schedule, delivery milestones, estimated hours of work effort, and responsibilities of each party.

Project Management

A member of our Project Management and Implementation Planning team will be assigned to coordinate your project. Our consultant will oversee the implementation process, schedule all necessary meetings, facilitate data transfer and conversion, and schedule training. All training proposed will be performed onsite at your offices. Coordination, documentation, and communication will be provided throughout the project by way of Microsoft SharePoint.

An overview of our planned method for a five-phase project management is as follows. BS&A is able to work with the timeline that best suits you.

Initiation: All projects begin with a Kick -Off meeting with the Project Stakeholders. Discussions then take place with each Department. The key is to ensure everyone is kept on the same page.

Planning: Comprehensive planning must occur through a variety of means. Planning is completed and is put in place through a formal Implementation Plan. The plan is specific to dates, timelines, tasks, and schedule of events.

Execution: Execution is an extension of the planning process. It puts the Implementation Plan in motion.

Control: We will have several basic control systems and some more formal quality control systems in place. Program installation, data conversions, training, and system testing will all have control system testing. The installation may be phased; therefore, testing of each implementation will occur at the appropriate time.

Closure: This is where the project is wrapped up. BS&A will remain onsite for the first several Go-Live dates, for each application if necessary. Additionally, follow-up visits may be scheduled to assess progress and answer questions. Of course, the technical support staff is always here for you.

In the event of a change in scope, the assigned Project Manager will first review the requested functionality with the appropriate Project Stakeholders, to ensure that there is a clear understanding of the desired outcome. Once this is completed, the Project Manager may consult with development staff, or



Project Management Highlights

BS&A employs a project management approach that is distinctly better for several reasons. With our staff, you will enjoy the following benefits:

- **The Customer:** The staff at BS&A Software is always concerned with the client's needs first
- **Details:** We will follow a detailed project plan that will ensure a smooth transition
- **Knowledgeable:** You will always be dealing with a professional, knowledgeable, and dedicated staff member
- **Passionate:** Throughout the project you will work with staff members that believe it is very important to always push ourselves and to never be satisfied with "good enough." Our goal is not to be a good company by providing good services. We want to be a great company by providing remarkable services.
- **Important:** Your Project Manager will guide you through the process and make sure you are the most important part of the process.
- **Every member of the BS&A team** treats each customer as absolutely crucial to the company's survival, as indeed, each customer is.

our Product Management team, in order to first determine if it is possible to accommodate the requested changes, then to determine if there will be cost involved, and finally to determine an estimated timeline for the implementation of those changes. Once this step has been completed, a Change Order, detailing the change in scope, as well as any impacts to cost or timeline, is prepared for customer review. At any stage during this process, the Project Manager may facilitate the exchange of information between BS&A's Product Managers and developers, and the appropriate customer personnel.

System Design and Documentation

BS&A is responsible for creating a Recommended System Design and Configuration. This will be accomplished by conducting an in-depth, onsite review of your existing process. The output of this review will be a set of recommendations and associated system design and configuration document. It is the Village's responsibility to review, approve, and/or adjust that design. Some parts of BS&A's recommended design may be items that the Village wishes to implement in the future. We will work with you to come up with a design that optimizes efficiencies, but takes into account your current practices, policies, and procedures. This will be provided to the Stakeholders electronically and reviewed during the onsite configuration/design review meeting. The outcome of that meeting and subsequent discussions will be to agree on a final system design/configuration.

Project Risk Management

BS&A embeds risk management in every project.

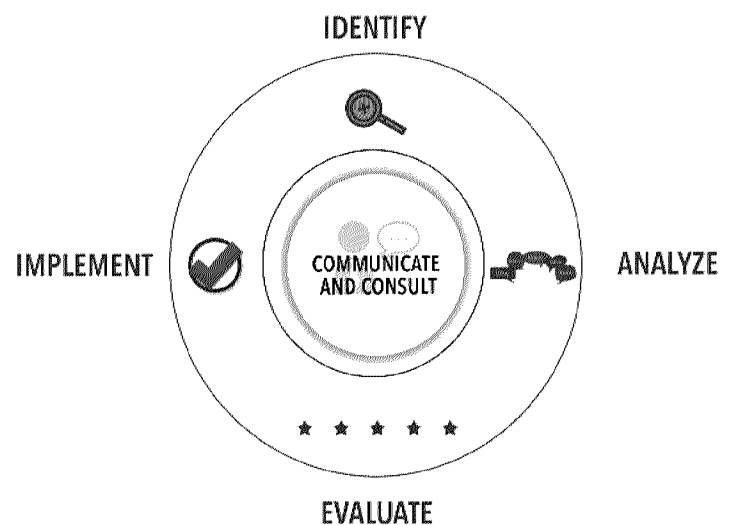
In our 25 years of data conversions and implementations we have learned this is an integral part of maintaining a successful project. Throughout the project your Project Manager will be in constant communication with you, and will schedule regular conference calls to keep everyone aware of the status of your project. Constant communication and consultation throughout the entire process is the best way to handle risk management.

The project risk management model that we follow is:

1. Identify
2. Analyze
3. Evaluate
4. Implement

Final Phase and Cut-Over

In the final phase of the project, you will be running BS&A as your primary system. From that point forward, all activity will be in BS&A. BS&A will be onsite during these Go-Live periods to help quickly resolve any problems that may arise. At the conclusion of this phase, we will transition you to our Support team.



Implementation Plan

Services include the planning and evaluation of current hardware and network, sources and format of legacy data, potential integration with existing systems, software installation, data conversion and training. BS&A does not intend on partnering with any other software vendors for this project.

Our goal is to make the transition from your current system as painless as possible. We utilize our extensive experience to accomplish this in an efficient, accurate and timely manner.

For example, many municipalities believe the best time to convert is at the start of a fiscal year. Our experience has shown that this is often the busiest time of year – not the optimal time to transition to new software. Once a general transition time is agreed upon, an implementation timeline is prepared. This schedule includes evaluation of your current hardware and network, sources and format of legacy data, potential integration with existing system, software installation, data conversion and training.

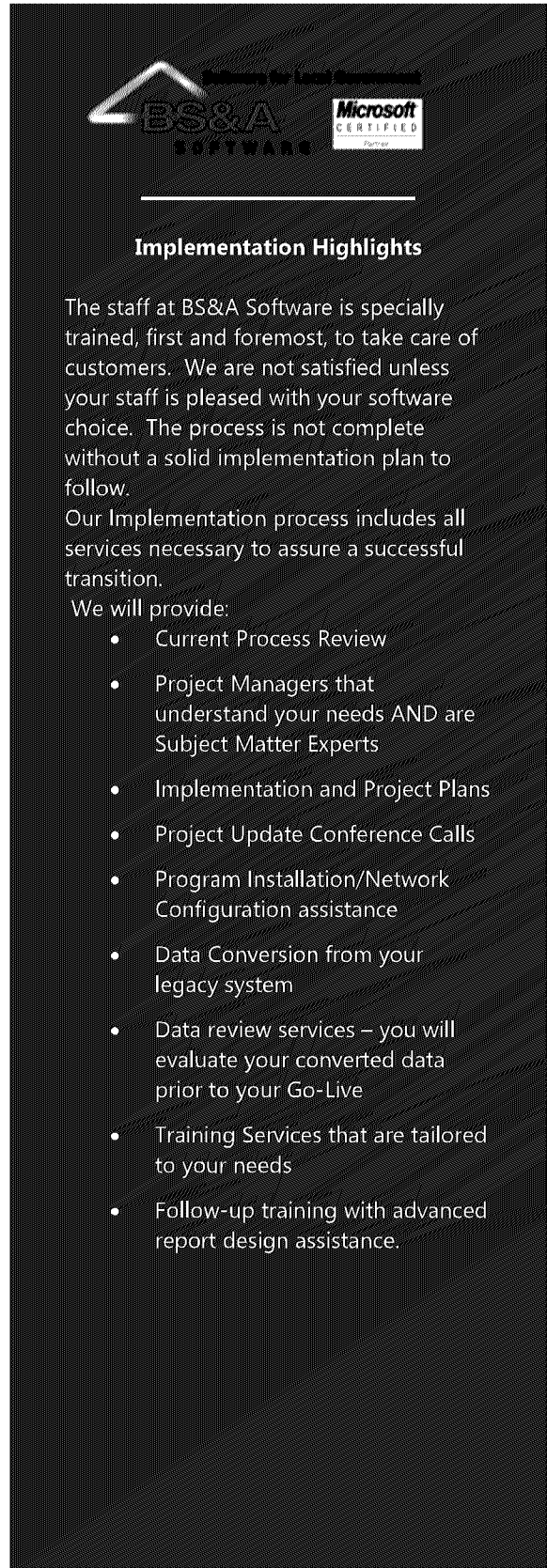
Implementation meetings are held to discuss/gather information about key topics like workflow process, unique reporting requirements, etc. As part of these meetings key team members from the municipality are identified and included, ensuring that all concerns are heard and any potential issues are addressed.

We strive to shorten the transition process as much as possible – a long transition equates to diminishing productivity. Typically, we can accomplish the entire process – from initial kickoff meeting to “go-live” – in six to nine months.

Implementation Approach

BS&A has developed a five phase approach to implementation.

Consultation: Each implementation will begin with a kick-off meeting. Here we will set the time table and develop the schedule for your onsite implementation and training. During the onsite Process Discovery meeting we will review your current processes, and make the recommendations for the best practices in BS&A.



The graphic features the BS&A Software logo at the top left, which includes a stylized house icon and the text "BS&A SOFTWARE". To the right of the logo is a "Microsoft CERTIFIED Partner" badge. Below the logos, the title "Implementation Highlights" is centered. The main body of the graphic contains text describing the implementation process and a bulleted list of services provided. The background of the graphic is dark with a subtle pattern.

Implementation Highlights

The staff at BS&A Software is specially trained, first and foremost, to take care of customers. We are not satisfied unless your staff is pleased with your software choice. The process is not complete without a solid implementation plan to follow.

Our Implementation process includes all services necessary to assure a successful transition.

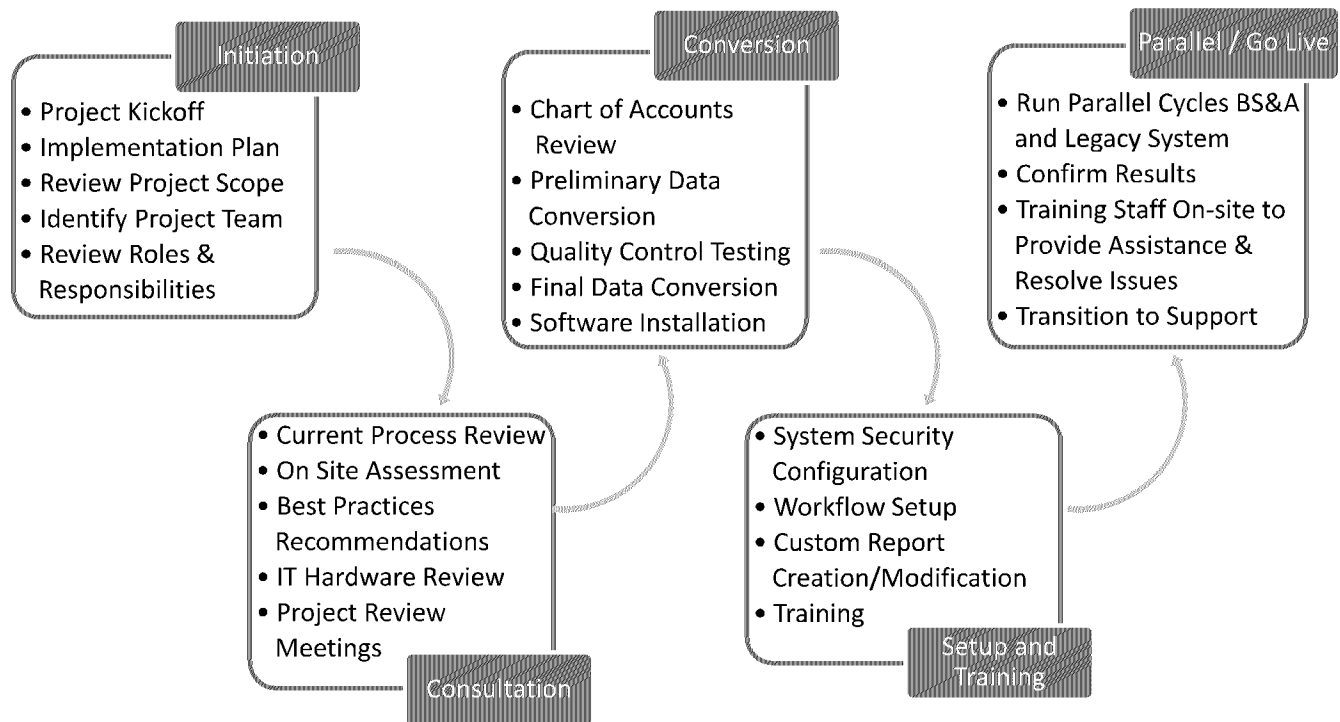
We will provide:

- Current Process Review
- Project Managers that understand your needs AND are Subject Matter Experts
- Implementation and Project Plans
- Project Update Conference Calls
- Program Installation/Network Configuration assistance
- Data Conversion from your legacy system
- Data review services – you will evaluate your converted data prior to your Go-Live
- Training Services that are tailored to your needs
- Follow-up training with advanced report design assistance.

Conversion: In this phase we install the software, run a preliminary data conversion followed by quality control testing, and finally perform the final data conversion.

Setup and Training: This phase consists of user and security setup, workflow setup, custom report creation and modification, and onsite end user training.

Go-Live: Our training staff is onsite working with you to perform your first live tasks and report runs. They will review the processes with you and transition you to the BS&A support staff.



Software Installation

Programs will be installed by BS&A for testing and learning purposes. This is informal and simply allows users to play with the applications prior to formal training. Data will be installed at a later date. This allows time for the staff to become familiar with the applications and review tutorials prior to formal training.

We have provided an option for the Village to obtain hardware and hardware support services through IT Right, our preferred provider. BS&A will assist in recommending the optimal hardware configuration for this installation.

Proposed Implementation Schedule

Dates are estimated based on the Village's calendar of events schedule and may be subject to change.

Timetable	Scope of Work
1 Month Post Signing	Kick-Off Meeting – This meeting will assemble all project stakeholders to discuss expectations and concerns. BS&A Software will listen to the discussion, offer input as needed, and formulate a plan at the conclusion.
	Assemble Project Team – The respective Project Managers will administer the day-to-day operations of the project.
	Establish a timeline for project components such as conversions, customizations, program training.
5 Month Pre Go-Live	Meet with the Village IT staff to identify possible network issues and review existing system configurations.
	Village reviews hardware requirements and begin the process of purchasing/installing new server(s) and workstations if necessary.
4-5 Months Pre Go-Live	Preliminary Data Conversion & Data Review – Begin process of converting Village's existing data into BS&A, following the agreed upon conversion plan.
	Village sends preliminary data to BS&A for analysis and first run of data conversions. Upon completion of initial conversion, BS&A meets with key stakeholders to review conversion output. If necessary, the conversion will be updated and the process will be completed again until we have successfully converted all data. During this process, we will also gather requirements for any required program customizations.
4 Months Pre Go-Live	Install programs in test environment for learning and evaluation purposes. This allows time for staff to become familiar with the applications, execute test cases and review tutorials prior to formal training. Final converted data to be installed at a later date.
0-2 Months Pre Go-Live	Implementation/Training
	The converted data will go through a Quality Control test. BS&A will first review/test the data, and then pass it to the Village for their review and critique.
	BS&A begins Program Training. This will familiarize staff with the new software and processes.
1 Month Post Go-Live	Evaluation
	After you are up and running we don't disappear. We will conduct a post project review meeting to tie up any loose ends and evaluate the entire process. We want your feedback to make sure you're completely satisfied and learn of anything that could be done to make our process better.

Sample – High Level Work Plan

The following Sample Implementation Schedule details the overall implementation timeframe and schedule of events. The dates, times and order of events are subject to change based on availability of the Village and BS&A staff. This will be determined at the kick-off meeting should BS&A be the selected vendor. BS&A guarantees that the system will be fully functional according to the completion document once finalized at the commencement of the project.

Sample Implementation Schedule [Below Template will be updated to fit your needs]

Task	Responsible Parties (Bold is Primary)	Start	Duration
Initiation Activities			
Conduct Kick-off Meeting	BS&A and Village	1 month post signing	1 day
Review Project Scope and Project Management Process	BS&A	1 month post signing	1 day
Establish Project Meeting Schedule	BS&A and Village	1 month post signing	1 day
Assemble BS&A Project Team	BS&A	1.5 months post signing	1 day
Assemble Village Project Team	Village	1.5 months post signing	1 day
Create Initial Project Timeline	BS&A & Village	1.5 months post signing	1 day
IT and Data Conversion Activities			
Meet with Village IT Staff to review Hardware Configurations	BS&A and Village	5 months pre go-live	1 day
Extract Preliminary Data from current System	BS&A and Village	5 months pre go-live	1 week
Conduct Data Mapping and Develop Data Conversion Routines	BS&A	5 months pre go-live	1 month
Conduct Review of Converted Data with Village	BS&A and Village	4 months pre go-live	Approx. 1 day
Install Programs	BS&A	4 months pre go-live	1 day
Knowledge Transfer			
Conduct On-site Process Review Meeting	BS&A and Village	3 months pre go-live	2 days
Conduct Analysis of Current Forms	BS&A and Village	3 months pre go-live	1 day
Conduct Review of Required Reports	BS&A and Village	3 months pre go-live	1 day
Conduct Analysis of System Interface Requirements	BS&A and Village	3 months pre go-live	1 day
Develop Best Practices Recommendation	BS&A	3 months pre go-live	1 day
Approve Recommendations	Village	3 months pre go-live	1 day
Implementation			
Create Forms	BS&A	0-2 months pre go-live	2 days
Create Reports	BS&A	0-2 months pre go-live	2 days
Conduct Acceptance Testing	Village	0-2 months pre go-live	2 days
Conduct Final Data Extraction	Village	1 week pre go-live	2 days
Convert Final Data	BS&A	1 week pre go-live	2 days

On-site Set-up for Users & Configuration Items	BS&A	0-1 month pre go-live	4 days
Training			
On-site Training	BS&A and Village	0-2 months pre go-live	Varies
Post-Project Activities			
Conduct Post Project Review & Assessment	BS&A and Village	1 month post go-live	Varies
Conduct Post Implementation Follow Up Training	BS&A and Village	TBD	TBD

Data Conversion

Data conversion is the single most important aspect of any system implementation. We do not force you to provide us data in a pre-defined format or go through a complex process to create data mapped to a specific structure. Instead, we simply ask you to provide us with ASCII data (preferably MS SQL or Access), data definitions, and we will then take ownership of the conversion process. Whenever possible, we take all the risk of data conversion, by providing you with a “not to exceed pricing” rule. If the conversion takes more work than expected, we will complete the additional work at no additional charge to the Village. Of course, we will require your help in running reports and validating that the data is converted correctly, but it is our job to handle the conversion process – you just help us make sure we get it right.

Data Conversion Process

In the course of bringing hundreds of municipalities onto our Community Development software, we have fine-tuned our data conversion process to minimize the work on your part and maximize your ability to access past data. We have experience converting data from numerous different legacy systems. **We understand that your current building permit software is New World.**

Data Extraction & Formatting

BS&A will extract all of the data to be converted from your system. The City does not need to reformat the data in any way. The only thing required of the City is to run some reports to aid us in balancing the data.

Preliminary Data Conversion/Mapping

One of the first key activities in the project is to get an initial copy of your data. BS&A consultants will map your existing data into the appropriate fields within BS&A. This mapping will be used to drive the development of our data conversion routines. After a preliminary conversion is developed, we will interrogate the data and make sure it balances.

Data Review

Once we have converted the initial data, it will be installed onsite for review by your transition team and BS&A staff. Together, we will walk through the data – you are the experts on the information and we are the experts on our system. Any deficiencies in the raw data and/or conversion process are identified and addressed. An evaluation is also made of any missing pieces in the data that cannot be converted electronically. BS&A staff will often enter critical items to reduce your workload during the busy transition period. This data will remain on your test system for evaluation throughout the remainder of the process. If necessary, this step will be repeated until we have the data conversion approved.

Final Conversion

Just before the Go-Live date for a particular application, we will again extract a copy of your data. In this case, it will be data that includes all the latest transactions. We will re-run our conversion and load the data onsite into the appropriate BS&A application.

Scope of Data Conversion

The cost proposal identifies conversion costs. The scope of those conversions is specified in the following table.

Application	Scope of Conversion
Building Department	Property Information, Open Permits, and History data
Business Licensing	Businesses, Licenses, and History data
Field Inspection	No conversion or database setup to be performed

Product Testing

The converted data will go through a Quality Control test. BS&A will first review/test the data, and then pass it to the District for their review and critique. The recommended approach to the following types of testing is:

1) System Testing

System Testing is the overall approach used to validate that an entire system satisfies the requirements, business, and operational objectives.

2) Integration Testing

Integration testing is intended to verify operational requirements between major applications, sub-systems, or modules. Test cases should be constructed to test that all modules interact correctly. Likewise, an Integration Test should be defined for each of the "Integration and Interfaces" requirements identified in the application specifications spreadsheet.

3) Stress/Performance Testing

Stress testing refers to tests intended to evaluate a system, module, or function under heavy load. The goal of these tests is to ensure the software will perform adequately under maximum loading conditions. BS&A recommends creating stress tests that will mimic maximum expected loading for critical functions. Similarly, Performance testing refers to the assessment of the performance of the system, module, or function from the perspective of the user. Performance testing is often done in conjunction with stress testing.

On-Site Classroom Training

BS&A will provide the existing documentation, training manuals, and texts to assist in the training process. The application-specific training materials are further broken down by process, so that it is possible to pick and choose materials appropriate for the particular training session. The training materials provided can be used, copied, combined and/or distributed for any Village training sessions.

End User Training Schedule

The estimated number of training days for end user training for Village staff on all software modules:

Software Setup	Days: 3
Building Department .NET	Days: 37
Field Inspection .NET	Days: 16
Business Licensing .NET	Days: 2
BS&A Online – Community Development	Days: 2
Post-Go Live Follow Up	Days: 4
Total:	64

Assumptions & Resource Management

We expect that Village employees will require a different level of involvement throughout the implementation process. For example, early on we will need heavy IT related involvement to assure the network and hardware are set up and configured properly, and legacy data is extracted. During the planning stage we will need a small group to assist in putting together the final implementation schedule. During the training period, all users are expected to participate. Heavy users, responsible for the day-to-day accounting function, will require the most training. The occasional users will require much less formal training. When we do classroom style training we try and limit the number of attendees to 10 or less. In all cases, we utilize your data, which has the most relevance for your users and leads to best retention of training.

An expected commitment of Village employee time would be approximately 450 hours, including time necessary for implementation, conversion discussions and assistance and training time. This also considers that multiple employees will attend some training sessions. Some factors that might adversely impact the required time commitment of Village employees would include the following:

1. The estimate above assumes 1 person involved in training per application. If 5 employees were to spend 3 days in work order training, this would obviously increase the total number of hours by including 5 employee's time, rather than one. This number can only be determined by knowing the number of employees involved in each training session.
2. Significant changes/modifications of data as part of the conversion process. In some cases, customers have completely revamped their chart of accounts as part of the conversion process. Items such as this may require a significantly greater time investment for certain Village employees.
3. In many cases, BS&A is able to retrieve data from legacy systems used by our new customers with relatively little involvement from customers, other than some time spent verifying data layouts and information. Until the quality of the data and the method of data extraction can be known, however, it is difficult to determine the amount of time with great precision.

Resource Management

We will ask for the Village involvement in the following areas:

Preparation – Review of your requirements and expectations with your staff. Our staff will meet with your Directors to set timelines and deliverables.

Data Conversion – Extract the data from your current system so we can convert the data.

Report/Forms Development – Assist in the development.

Installation/Implementation – Assist in installing the programs and configuring the Network; assist in overall implementation process (reviewing converted data, setting up training rooms, etc.).

Training – See the “training” section of this proposal for the estimated number of days. Additional Technical Support personnel are available to assist your staff with the proposed applications and are included in the chart below.

Having a number of implementation specialists and trainers covering various areas of the project allows for the assigned team member to be scheduled exclusively to the Village implementation from beginning to end.

BS&A assumes the following skills/competencies in regards to Village staff:

- IT resources will have the knowledge and expertise to communicate effectively with BS&A IT staff, with regards to workstation/server/network specifications, and will be able to carry out the agreed upon plans. Village IT staff will also be able to assist with the extraction of data from the legacy system.
- Village will have at least one staff member to serve as a subject matter expert, for each individual application, or functional area. This person will be able to answer questions relating to process, workflow, and system requirements, as it relates to their area of expertise.
- Individual staff members will have working knowledge of using a windows based computer, as well as a working knowledge of the job duties relating to the job duties directly relating to the application.

Beyond the time directly invested in training activities, BS&A makes the following time related staffing assumptions:

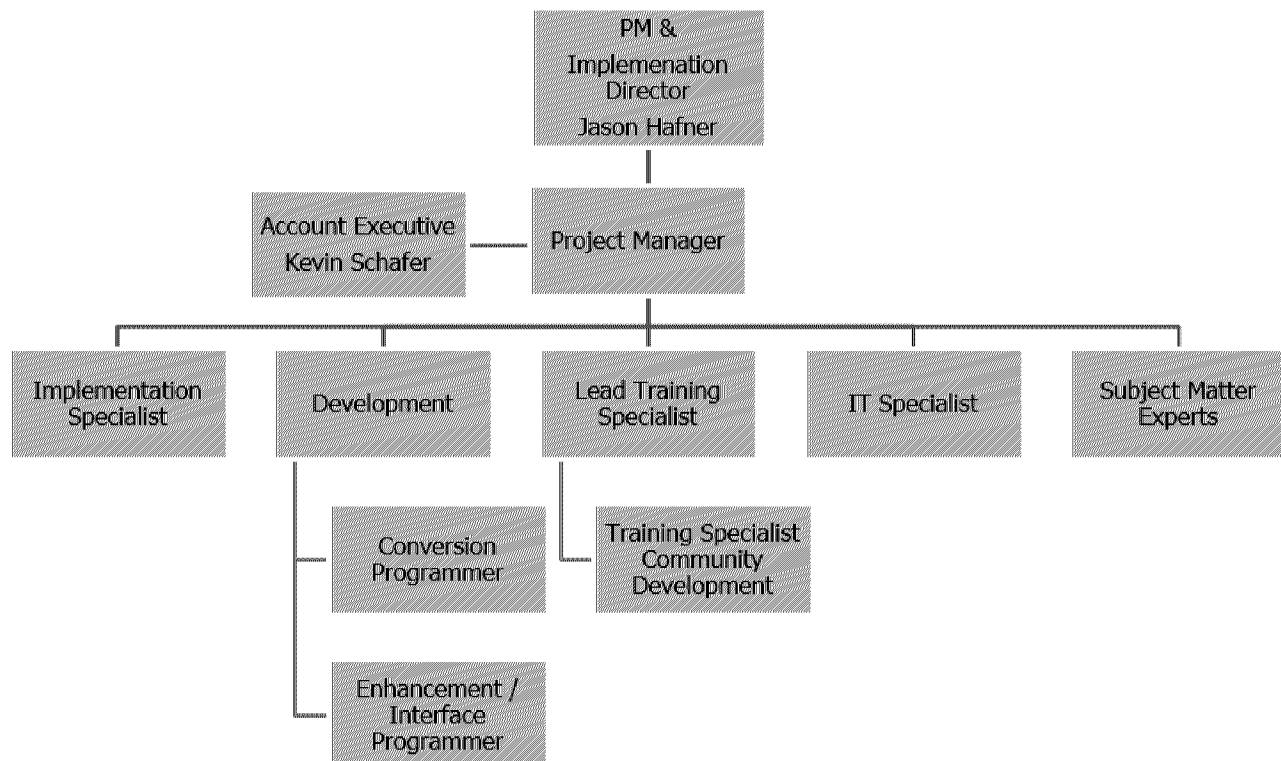
- Village subject matter expert(s) - .25 FTE for the duration of the project.
- Village IT staffing - .25 FTE for the duration of the project.
- Individual staff members – minimal involvement, beyond training, as required for testing purposes, or as needed by the Village’s subject matter expert.

BS&A’s Project Specific Roles

BS&A Software will use the following roles during the project:

- **Project Management and Implementation Planning Director**
 - Has overall accountability for the project and provides a point of escalation for the customer.
- **Account Manager**
 - Escalate internal issues as needed.
- **Project Manager**
 - Has day-to-day accountability for the project.
 - Scheduling and leading the Kick-Off Meeting
 - Manages and coordinates all activities and resources associated with the project.
 - Produces and maintains the project plan
 - Responsible for and leads the work associated with the development of the customer’s new processes
 - Leads the on-site process review
 - Hold regular conference calls with Organization project manager to review status and progress of project and to identify any outstanding issues
 - Manage Change Orders

- **Implementation Specialist**
 - Responsible for and leads the work associated with the development of the customer's new databases
 - Participates in the on-site process review
 - Develops best practices recommendations
 - Assist with forms analysis & creation
 - Assist with data conversion analysis
 - Assist with report analysis & creation
- **Development**
 - Create custom integrations
 - Perform data conversion
 - Develop enhancements or bug fixes
- **Training Specialist**
 - Participates in creation of the training plan
 - Responsible for and leads the cutover and delivery of the training
 - One lead training specialist will be identified to coordinate all training activities
- **IT**
 - Assists with the extraction of test and production data from the customer's existing applications.
 - Responsible for the installation of the BS&A applications on the customer's production environment.
- **Subject Matter Experts**
May assist as required



Organization's Project Specific Roles

We recommend the following roles for Organization employees for this Project

- **Project Champion**
 - Escalate and resolve issues raised by project manager
 - Insure Organization-wide buy-in and support
- **Project Manager**
 - Manage completion of project planning documents
 - Identify and communicate to BS&A project manager requirements for a successful implementation
 - Coordinate with BS&A project manager to develop and maintain implementation schedule which identifies specific milestones and establishes accountability
 - Schedule Organization resources for training: personnel, equipment and training rooms.
 - Identify additional employee training needs and update schedule
 - Ensure that employees accomplish tasks on time, including monitoring homework assignments
 - Review invoices and approve payment in accordance with the contract and associated milestones
 - Oversee project and monitor progress with BS&A project manager
 - Develop conversion specifications with BS&A
 - Coordinate analysis and proofing of conversion data
- **Subject Matter Experts**
 - Provide detailed policy/process information
 - Analyze potential policy/process changes
 - Subject matter experts on selected modules
 - Participate in knowledge transfer and analysis sessions
 - Sign off on system design
 - Participate in form design
 - Participate in validation of conversion
 - Participate in testing and parallels
 - Assign department resources for training and internal project tasks
 - Complete workflow and security templates for all end users
 - Attend all training sessions or appoint an appropriate management level designee
 - Assess end user competency on trained topics
 - Assess policy compliance
 - Provide end users with dedicated time to complete required homework tasks
 - Act as supervisor/cheerleader for the new BS&A processes
 - Identify and communicate to Organization project manager any additional training needs or scheduling conflicts
 - Help document lessons learned at end of each phase and signoff on formal acceptance for phase close-out
- **IT Specialist**
 - Assist with data extraction
 - Procure and install any required hardware
 - Add new users and printers
 - Perform basic server system maintenance
 - Ensure all users understand BS&A log-on process and have necessary permission for all training sessions
 - Ensure network and infrastructure is sound
- **End User**
 - Attend Training as offered
 - Complete tasks as assigned
 - Practice skills learned within training before live processing date.
 - Communicate departmental needs as needed

- Communicate any problems to project manager or subject manager expert
- Demonstrate competency with BS&A applications processing prior to GO LIVE

6. Include a statement in your submittal obligating the Respondent to provide updates to later versions of all integrated software at no cost to the Village.

Software Updates

Our support platform includes software updates/enhancements for each application that are distributed to all customers, with an active support agreement, on at least a monthly basis. Updates are accompanied by an update log that details the changes/enhancements.

7. Describe the process of how your company works with remote customers.

The BS&A Software applications are client-server applications, which would be installed at the Village and use a Microsoft SQL server, also administered by the Village. BS&A's support team uses tools to screen-share with customers when it is helpful to the support process. During Project Management, Implementation, and Training, BS&A team members will be onsite at the Village, doing process discovery, configuring software, and training users.

3.0 Training

1. Describe the training that accompanies the Solution implementation.

We prefer to train your staff using your data in conjunction with your go-live date. Our experience has shown that training too far in advance of actually using the software is easily forgotten. The coordination of data conversion, installation and training is crucial to a seamless transition – and is something we do very well.

Our trainers teach in a friendly, relaxed manner, which helps alleviate any apprehension your staff may have over learning a new system and helps them buy into the entire transition.

The training methods we utilize are perhaps the area where our flexibility is most evident. Where practical, we find a hands-on approach at your users' desk most effective. Depending on the size of the municipality, we can offer training in a classroom environment, using a screen and projector. In either case, we utilize your data, which has the most relevance for your users and leads to best retention of training.

The first step in the process is to jointly create an overall project implementation plan. From there, we will jointly develop a training plan that accommodates your requirements (vacations, elections, auditor, etc.). Training is conducted on-site, hands-on using your live data. The typical process is to walk through overall process. Once that is complete, we will then go into specific tasks. Trainers will remain on-site until the user community is up and running. Typically after 30 to 60 days of use, we bring the trainer back on-site to address any questions and reinforce prior training.

2. What types of training materials are provided?

BS&A will provide the existing documentation, training manuals, and texts to assist in the training process. The training materials provided can be used, copied, combined and/or distributed for any Village training sessions.



Training Highlights

The coordination of data conversion, installation and training is crucial to a seamless transition – and is something we do very well.

Our training process includes all services necessary to assure a successful transition.

This includes:

- Setting up user and user security rights for each application
- Modifying custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Trainers who are experts in our system and hold accounting degrees.
- Using your own data for hands-on training.

After training is complete, we don't go away. We think it's important to revisit our customers one to two months post-training to follow up on any items covered during training that need to be refreshed. As needs arise, we can also offer assistance with bank reconciliations.

3. Is the training you are proposing on-site training?

On-Site-Classroom Training

BS&A will provide the existing documentation, training manuals, and texts to assist in the training process. The application-specific training materials are further broken down by process, so that it is possible to pick and choose materials appropriate for the particular training session. The training materials provided can be used, copied, combined and/or distributed for any Village training sessions.

End User Training

The estimated number of training days for end user training for Village staff on all software modules:

Software Setup	Days: 3
Community Development Training	Days: 57
Post-Go Live Follow Up	Days: 4
Total:	64

Optional Post-Go Live Follow-up Training

BS&A strongly recommends follow-up training approximately 30 to 60 days after initial training. During these sessions we will work one-on-one with any users who require additional assistance. For this project, we would recommend 4 days of follow-up training. Activities include:

- Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A applications
- Assist customers with more detailed and advanced report options available within the BS&A applications
- Revisit commonly-used procedures discussed during training
- As needs arise, provide assistance with bank reconciliations
- \$1,000/day + travel costs
- Days quoted are estimates; you will only be billed for actual days used

If necessary, additional onsite training or support is available for \$1,000/day plus applicable expenses. Alternatively, remote web training is also available for a fee of \$140/hour. Several user group meetings are scheduled throughout the year. Meetings are held at our training facility in Bath, Michigan and are complementary to our customers. Webinar participation is available for those unable to attend the user group meetings in person. Additionally, videos of these meetings are available on our website shortly after the meeting takes place

Knowledge Transfer

Our team will ensure that all necessary staff is educated to the appropriate level that allows them to support and maintain the application in the most proficient manner upon the completion of implementation. Due to the comprehensive material presented, we fully anticipate and welcome the Village staff to utilize our technical support and online resources.

Additionally, we have detailed application training videos and corresponding written courseware. Our video courseware is designed for:

- ✓ New customers and prospects who want to gain some upfront knowledge before our implementation and training staff arrive onsite.

- ✓ Existing customers who want to understand important topics at a deeper level once they have become more accustomed to the software.
- ✓ Existing customers who have hired new personnel and would like to allow them get up to speed on their own schedule.

4.0 Software Support and Maintenance

1. Describe the software support/maintenance programs available.

Annual Service Fees

Unlimited service and support during your first year with the program are **included** in your purchase price. Thereafter, Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

Telephone, Email, and Fax Support

Our support staff is available Monday through Friday from 8:30 a.m. – 5:00 p.m. (Eastern). The average response time is less than 15 minutes; 95% of our support requests are answered in under 30 minutes. We do not have a voicemail service; calls are queued and taken in the order received. Support via email, fax, or remote assistance is also available. Email support requests can be initiated directly from within any BS&A application. With your annual support agreement, there is no limit on the amount of times you contact us. If you require occasional support assistance outside the normal business hours, arrangements can be made.

Toll-Free Support Line

BS&A's toll-free number is (855) BSA-SOFT. Support hours are Monday through Friday, 8:30 a.m. – 5:00 p.m. (Eastern).

Sharing Desktops

Our support consultants have the ability to connect with your workstation, so that we see exactly how you are encountering the problem. If needed, we can take over control of your desktop to walk you through a resolution. Likewise, we can use that tool to conduct webinars where we share our desktop with your users.

Onsite Support

BS&A staff will be at your location during the implementation, training, and final Go-Live dates. Future onsite dates can be scheduled if needed. For example, if you want a representative onsite for training new staff, we can provide that. Additional onsite training or support is available for \$1,000 /day, plus travel expenses. We can also provide web training for a reduced cost.



Technical Support Highlights

Why is BS&A better?

- We believe our Support staff is the backbone of our organization. They consistently get rave reviews from our customer satisfaction surveys. If we gain your business, you'll enjoy world-class support services. We are focused on delivering unparalleled service, solutions, support, and satisfaction. You'll see this in our literature, but it's not just a marketing strategy; it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to *remark* about it.
- We are extremely proud of the many long-term customer relationships we have built. We strongly believe that our success is directly correlated with putting the customer first and consistently choosing to *listen to them*. Delivering unparalleled customer service is the foundation of our company.
- Our company takes pride in the fact that customers can see their fingerprints throughout our software. They have provided us with many years of great ideas and suggestions. We truly value their feedback.
- Typically, our response to calls for support is immediate; however, on high call volume days it has taken about an hour. The average response time is less than 15 minutes.

User Groups

Several User Groups are scheduled throughout the year. These meetings are complimentary, and held at our training facility in Bath, Michigan. Webinar participation is available for those customers unable to attend the User Groups in person.

Online Knowledgebase

Our website includes a plethora of information for online learning. There are hundreds of task-specific tutorials for many applications. We also provide a link from within each of our applications to query software maintenance and enhancement cases.

Software Customization

On occasion, customers will ask for, and receive, custom modifications from BS&A directly, when there is a program feature that would be helpful to them, but may not benefit the majority of the customer base. By performing these customizations ourselves, BS&A is able to reduce or eliminate the amount of problems relating to local customizations, as well as provide these customizations at a price competitive to the costs to a municipality to employ a custom developer.

2. Does the maintenance program include all future software upgrades?

Software Updates

Our support platform includes software updates/enhancements for each application that are distributed to all current customers on at least a monthly basis, and are accompanied by an update log that details the changes/enhancements. Updates are distributed through the internet and saved to a directory on your server. In the case where a thin client technology is being used, this update must run (installed) once, but all users must be out of the program at that time. In the case of a standard client/server configuration, this process must run on each workstation, but it would not be required to have other users exit a program before updating. All updates are cumulative. There is no need to install each update in a sequential fashion in order to patch properly. In most cases, our customers do not develop local custom modifications, other than pulling/pushing information through ODBC connections.

BS&A Software has, and will continue to be, committed to statutory and process compliance changes as deemed necessary at the Federal or State level. Timetables have historically been aggressive, and all users with paid support agreements receive periodic updates. Program changes are researched thoroughly and active communication is maintained with the appropriate State agencies.

3. Describe the hours of support you provide? Where is your support center located? Is it staffed by your own employees or is it a third-party facility? Briefly discuss technical support staffing numbers and staff experience.

Telephone, Email, and Fax Support

Our support staff is available Monday through Thursday from 8:30 a.m. – 6:00 p.m. (Eastern) and Friday from 8:30 a.m. – 5:00 p.m. (Eastern), excluding holidays.

Toll-Free Support Line

BS&A's toll-free number is (855) BSA-SOFT. Support hours are Monday through Friday, 8:30 a.m. – 5:00 p.m. (Eastern), excluding holidays.

Our headquarters and support center is located in Bath, MI, fully staffed by our own employees.

BS&A believes that providing superior support is the key to success. We have over 30 staff members dedicated to supporting our software, along with an additional 16 software developers and programmers to provide a higher level of assistance when needed. Our technical support staff continuously receives outstanding evaluations from our current customer base!

EXHIBIT C

Support Call Process

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

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

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

Customer service requests fall into four main categories:

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

Remote Support Process

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

EXHIBIT D

Sample Statement of Work

5. Describe your service call escalation policy.

Escalation Options and Procedures

Our customers are our number one priority. Contacting your Project Manager is the preferred way to initiate the escalation process should a problem arise that you feel is not being given the appropriate attention or priority. The PM is responsible for and has access to all resources available in providing a resolution. A solution in these circumstances may be a temporary one that gets you going again as soon as possible while a more permanent solution is identified.

6. Do you have a guaranteed uptime? Describe your service level agreement for uptime.

a. Describe your Disaster Recovery solution, including Recovery Time Objective (RTO) and Recovery Point Objective (RPO)

Disaster Recovery

The BS&A applications are client-server applications, using a Microsoft SQL server that will be administered by the Village, and as such will be part of the Village's overall disaster recovery plan. BS&A will work with the Village IT team to integrate BS&A into that plan. This will include processes and procedures for back-up and restore of databases. BS&A maintains a web service that allows for download of new and updated versions of the all BS&A software. We will work with the IT team and provide the necessary training for downloading any required application software.

7. Include a statement in your submittal obligating the Respondent to provide support and service for a minimum of seven years. The statement shall include language that guarantees an upgrade to a new version if support for the Software provided to the Village is discontinued for any reason.

BS&A will commit to support the proposed software for a minimum of seven years. Should BS&A release a new version of the proposed software and discontinue support of the current software in the next seven years, BS&A will guarantee the Village an upgrade to the new version.

5.0 Software License

1. Describe the type(s) of license model offered for your software product. (Annual, Perpetual, Other)

As a standard process, BS&A provides each municipality with a site license, where they can run our software on an unlimited number of desktops or with an unlimited number of concurrent users. This makes it practical to provide access to BS&A software to as many users and departments as desired without incurring any additional license costs.

2. Copy of License Model

Refer to Section A, Paragraph 1 of our Software License and Services Agreement on the previous pages.

6.0 Company Profile

1. Profile and Qualification Form

PROFILE AND QUALIFICATIONS FORM

Each Respondent is required to fully answer all questions in each category listed below

All questions must be addressed by the Respondent in order for this application form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used by the Village as grounds to find the Respondent ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

1. Firm Name **BS&A Software**

Business Address **14965 Abbey Lane**

City **Bath** State **MI**

County **Ingham** Zip Code **48808**

2. Names and Titles of Two Contact People

A) **Kevin Schafer, Account Executive** Phone (**517**) **881-6445**

B) **Jason Hafner, Project Management Director** Phone (**517**) **641-8900**

3. Submittal is for:

Parent Company (List any Division or Branch Offices to be involved in this project) **N/A**

Division (attach separate list if more than one is to be included) **N/A**

Subsidiary **N/A**

Branch Office **N/A**

Name of Entity: _____

Address: _____

4. Type of Firm:

- ☒ Corporation
☐ Partnership
☐ Sole Ownership
☐ Joint Venture
☐ Other _____

5. Federal Employer Identification Number 38-3024767

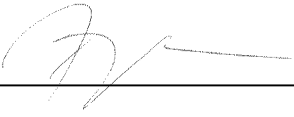
6. Year Firm was established 1991

7. Name and Address of Parent Company: (if applicable) N/A

8. Acknowledgement of receipt of Addenda(s) _____ (list each addendum number)

Attach each signed addendum, if any, to the Proposal Packet as part of your submittal.

Date 1/23/2020

(Sign here) By 

(Print Name) Kevin Schafer

Title Account Executive

E-mail Kschafer@bsasoftware.com

2. History of the Respondent's firm including any Awards, Affiliations and Accreditations (up to two (2) pages)

Mission Statement

BS&A Software is driven to excellence in all areas of our business by focusing 100% of our efforts on solving our customers' problems, creating deep customer relationships through unparalleled support, and pursuing continued improvement in our software through innovation and customer feedback.

Company History

Bellefeuil, Szur & Associates, Inc. was incorporated in the State of Michigan in 1991 with a vision of providing powerful public sector software to local government in Michigan. Our product line has since grown to an extensive list of 32 software products including a Financial Management Suite, a Property-Based Suite, a Community Development Suite, and companion products for local and county government. **With the growth in products, our customer base has expanded to include municipalities in 16 states. We focus exclusively on municipal government – all 2,000+ of our clients are local government entities.** One hundred percent of our annual revenue is from public sector customers.

Currently, we have over 600 public sector customers using the proposed applications. BS&A employs over 170 team members involved in software development, IT, sales, implementation, training, and technical support. Over 50% of our staff is dedicated to the development and support of the proposed applications. We are a privately held company, and have never been sold since our incorporation.

BS&A Software is an equal opportunity employer. BS&A Software prohibits discrimination based on a person's race, color, creed, national origin, age, sex, height, weight, religion, marital status, disability, pregnancy, genetic information, or any other characteristic.

Strategic Plan

BS&A Software has grown to become a well-recognized and successful software company for government in the Midwest. Our continued growth is dependent upon implementing the following:

- 1) Providing best in class community development software using leading edge technology at a value price.
Our talented software developers and community development product specialists continuously query the needs of our customers to ascertain where we should be from a technological and feature standpoint.
We are committed to accomplishing this goal from a value perspective. Our community development software suite has numerous high-end features at a value price.
- 2) Forging a company philosophy that challenges and rewards support technicians and software developers to consistently "go the extra mile" to solve customer issues.
Our company culture is completely "externally driven." Our team members are rewarded based on how well they have created satisfied customers.
- 3) Creating a "closed loop" feedback system between our customers, technical support, and software developers to allow for a lightning-fast problem resolution process.
It is very common for our customers, tech support personnel, and software developers to be on conference calls together so we completely understand the problem at hand. This allows us to quickly and efficiently solve any problems.
- 4) Continued investment in the development of our products by keeping a vigilant eye on the needs of our customers.
We are adding new features to our software every single day. The vast majority of these features are

requests from our existing customer base. We are second to none when it comes to responsiveness to our customers.

- 5) Expert and detailed data conversion skills to make the software transition as seamless as possible.
We have successfully converted data from a wide variety of software platforms, using a similarly wide variety of databases.
- 6) Integrity, honesty, and a strong desire to be "extremely easy to do business with."
We pride ourselves on doing what we say we are going to do. We are straight shooters throughout the entire process. We strive to be "easy to do business with" by:
 - a) Not charging support fees for our applications the first year of our agreement (most of our competitors do).
 - b) Holding final invoicing for our software and training services until everything has been delivered. Many times, software implementations take several months to complete.
 - c) Offering a one-year, money back guarantee on our software. If, up to a year after installation, you are not happy with our software and service, you can return the software for a full refund.

Customer Retention

Our superior software and service have not gone unnoticed in our market. Our track record speaks for itself. Over 2,000 government municipalities have successful implementations of one or more BS&A Software products. BS&A Software has enjoyed unprecedented 99% customer retention over our entire product line for 25 years.

Keys to Success

All of our team members are trained in providing great customer service. In order to ensure a successful system and implementation, we have identified the following objectives and strategies:

1. **Implement Operational Improvements:** Little is gained by simply purchasing new software and continuing existing practices. BS&A strongly believes that while implementing a new system, numerous opportunities will arise to eliminate operational inefficiencies. Our experienced implementation consultants will work together with your team to identify and incorporate changes within their department that will allow them to "work smarter, not harder."
2. **Focus on Training:** A major contributor to the success of a new system is the need for a concerted effort towards initial and on-going training of staff. BS&A uses experienced trainers so that all parties are able to effectively utilize the system and features.
3. **Fully Integrated Solution:** The advantages of having a completely integrated solution are numerous. First, everyday activities like querying and reporting are consistent throughout a range of products. More importantly, though, an integrated solution eliminates manual and redundant data entry.
4. **Implementation Experience:** A project of this type requires a significant amount of effort to efficiently implement. BS&A has been involved in thousands of implementations, and provides highly experienced project management and technical resources.
5. **Support:** Delivering the highest quality customer care is essential to your success. We consider it the highest priority of our organization. Our closed-loop feedback system between customers, tech support, and developers delivers lightning-fast resolution to any issue.

Continued Growth

Our gross sales have increased an average of 20% per year over the last several years. We are a consistently profitable organization that averages 20+% profit margins. We are managed very conservatively and carry no long-term corporate debt. Our gross income was nearly 28.5 Million in 2016, \$27 Million in 2017 and over \$28 Million last year.

7.0 Resumes

1. Provide the names of the point of contact and project manager for this project.

Account Executive

Name	Kevin Schafer Account Executive
Education	Bachelor's degree in Sales and Business Marketing
Date of Hire	2011
Responsibilities	Sales executive for ERP Systems
BS&A Project Experience	Involved in numerous local and county implementations including Melvindale City, MI; Flagler Beach, FL; Huron County, MI; Missaukee County, MI; and Muskegon Heights City, MI
Prior Work Experience	2008-2011 <i>Lipari Foods - Account Manager</i> 2004-2008 <i>US Capital Mortgage - Loan Officer</i>

Project Management & Implementation Planning Team

BS&A Software will provide information on personnel likely to be assigned to the project. In an effort to most effectively use resources, personnel will be assigned to the project upon commencement of implementation.

Name	Jason Hafner, CPA Director of Project Management and Implementation Planning
Education	Bachelor's degree in Accounting
Date of Hire	2003
BS&A Project Experience	Involved in numerous local and county implementations including Greenfield, WI; Muskegon County, MI; Northbrook, IL; Clark County, OH; Skokie, IL; Longboat Key, FL; Great Lakes Water Authority, MI
Prior Work Experience	1998-2003 <i>Abraham and Gaffney-Certified Public Accountant Firm</i> -Senior in charge Accountant; Set up and training of new software; Conducted audits of governmental entities

Name	AJ Wood Community Development Database Technician
Education	Bachelor Degree in Finance
Date of Hire	2015
Responsibilities	Implementation logistics; data conversions; training arrangements, Report Designer, data and logical program testing
BS&A Project Experience	Involved in numerous local and county implementations including Northbrook Village, IL; Town of Salem, WI; City of Greenfield, WI; City of Alachua, FL; Village of Skokie, IL

Prior Work Experience	2015 – 2018 <i>BS&A Software</i> – Community Development Implementation Specialist
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Name	Kevin Keyes Community Development Project Manager
Date of Hire	2011
Responsibilities	Implementation logistics; data conversions; training arrangements, Report Designer, data and logical program testing
BS&A Project Experience	Involved in numerous local and county implementations including Lansing, MI; Livingston County, MI; Warren, MI; Skokie, IL; Northbrook, IL; North Little Rock, AR; Peachtree City, GA; West Melbourne, FL; Sullivan's Island, SC; Jeffersonville, IN; Altoona, PA; Linn County, IA
Prior Work Experience	2007-2010 <i>IBM</i> – Software and hardware implementations, involving over 6,000 hours of on-site training

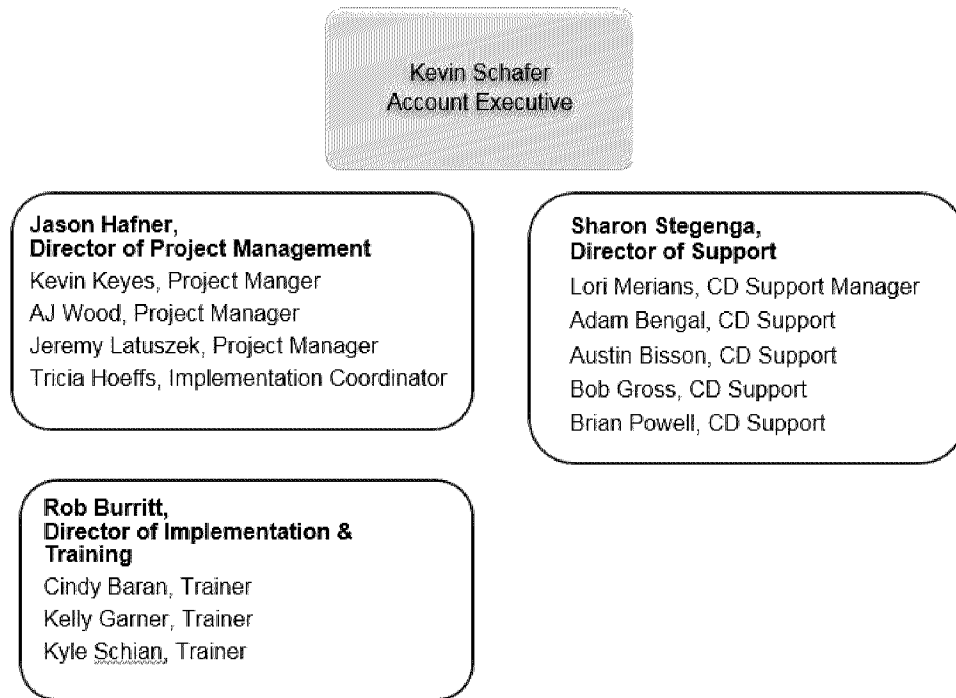
Name	Jeremy Latuszek Community Development Project Manager
Education	Bachelor's degree in Marketing
Date of Hire	2008
Responsibilities	Implementation logistics; data conversions; training arrangements, Report Designer, data and logical program testing
BS&A Project Experience	Involved in numerous local and county implementations including Skokie, IL; Tifton, GA; Altoona, PA; Sullivan's Island, SC; Jupiter Island, FL; Shoreview, MN; La Vista, NE; Winfield, IL; Prior Lake MN; Tequesta, FL; Lake Bluff, IL; Wyoming, MI
Prior Work Experience	2008-2012 <i>BS&A Software</i> – I.T. Support

2. Organizational chart identifying disciplines, specific personnel, and role of those who will be assigned to this project.

BS&A Software will provide information on personnel likely to be assigned to the project. In an effort to most effectively use resources, personnel will be assigned to the project upon commencement of implementation.



Community Development Project Organizational Chart



3. Resumes of key personnel to be assigned to this project.

Implementation and Training Team

BS&A Software will provide information on personnel likely to be assigned to the project. In an effort to most effectively use resources, personnel will be assigned to the project upon commencement of implementation.

Name	Rob Burritt Director of Implementation and Training
Education	Bachelor's degree in Accounting
Date of Hire	2011
BS&A Project Experience	Involved in numerous local and county implementations including Clinton Charter Twp, MI; Huron Charter Twp, MI; Redford Twp, MI; Shorewood Village, WI; Festus, MO; Marquette, MI; Angola, IN; Grand Haven City, MI; Jeffersonville, IN; Flint, MI; Jackson County, MI; Westland, MI
Prior Work Experience	2006-2011 <i>RTS Consulting, Inc.</i> – Senior Client Manager; Installed and configured software systems, training, provided recommendations for new software procedures 2000-2006 <i>TCI Solutions/Retalix Ltd.</i> – Manager/Professional Services; Training on new software procedures, software implementation, consult and coordinate with analysts and programmers to design and develop automated business procedures.

Name	Cindy Baran Community Development Implementation Specialist
Education	Bachelor's degree in Entertainment, Sport, and Promotion Management
Date of Hire	2016
Responsibilities	Implementation, Training & Support of BS&A Software Community Development Systems
BS&A Project Experience	Involved in numerous local and county implementations including: Grand Haven Twp, MI; Greenville, MI; Round Lake Beach, IL; Gilberts, IL; Elburn, IL; Flint, MI; Island Lake, IL; Skokie, IL; Longboat Key, FL; Tequesta, FL; Gretna, NE; Bennettsville, SC; Isle of Palms, SC; Rochester, MI; Royal Oak, MI; Livingston County, MI
Prior Work Experience	2014-2015 <i>Macomb County's Martha T. Berry Medical Care Facility – Administrative Support</i> 2013-2014 <i>Northwood University – New Student Coordinator for Admissions</i> 2001-2016 <i>Professional Figure Skating Coach</i>

Name	Kelly Garner Community Development Implementation Specialist
Education	Bachelor's degree in Public Administration and Political Science
Date of Hire	1996
Responsibilities	Implementation, Training & Support of BS&A Software Community Development Systems
BS&A Project Experience	Involved in numerous local and county implementations including West Melbourne, FL; Oakland County, MI; Lincolnshire, IL; Greenfield, WI; Channahon, IL; Warren, MI; Charlevoix County, MI; Plymouth Twp, MI; Roseville, MI; Madison Heights, MI
Prior Work Experience	1996-2012 <i>BS&A Software</i> – Training and support of property applications 1993-1995 <i>City of Battle Creek</i> – Property Appraiser

Name	Kyle Schian Community Development Implementation Specialist
Education	Bachelor's Degree in Finance & Business Administration
Date of Hire	2015
Responsibilities	Implementation, Training & Support of BS&A Software Community Development Systems
BS&A Project Experience	Involved in numerous local and county implementations including: Southfield, MI; Warren, MI; Romulus, MI; Dearborn Heights, MI; Macomb Twp, MI; Clark County, OH; Greenfield, WI; Victoria, MN; Skokie, IL; Park Forest, IL; Lincolnshire, IL; Overland, MO; North Little Rock, AR; Woodstock, GA; Medley, FL
Prior Work Experience	2014-2015 <i>Nolan Transportation Group</i> – National Accounts Manager

8.0 Qualifications and Experience

1. Related experience during the past five (5) years, including (up to six [6] pages):

a. The Respondent's firm shall have a minimum of five (5) years of acceptable local governmental experience of similar size and scope. The Respondent shall describe experience on five (5) project references with contact names, titles, telephone numbers, e-mail, and mailing addresses. In documenting experience, the Respondent should specifically describe the project, significant implementation challenges, and the implemented solutions. Detail how your firm specializes in solutions for local governments. Provide information on when each project was awarded and when it was completed.

Customer	Village of Libertyville, Lake County IL
Contact Person	Ariel Tax
Title	Assistant Finance Director
Phone Number	(847) 918-2013
Email	atax@libertyville.com
Address	118 W Cook Avenue, Libertyville, IL 60048
Contract Date	12/2011.
Modules	General Ledger .NET, Accounts Payable .NET, Cash Receipting .NET, Payroll .NET, Human Resources .NET, Miscellaneous Receivables .NET, Utility Billing .NET, Community Development .NET and BS&A Online/Public Records Search
Population	21,760
Converted From:	MSI
Project Experience:	Planned and executed implementation of BS&A Software applications, including conversion of existing data to BS&A format; process discovery and counsel on program configuration; performed preliminary and final conversions of data; transferred knowledge to training teams and provided excellent customer service and communication channel for the duration of the project.

Customer	Village of Morton Grove, Cook County IL
Contact Person	Boyle Wong
Title	Information Systems Manager
Phone Number	(847) 663-3021
Email	bwong@mortongroveil.org
Address	6101 Capulina Avenue, Morton Grove IL 60053
Contract Date	2014
Modules	BS&A Online/Community Development, BS&A Online/Public Records Search, Building Department .NET, Business License .NET and Field Inspection .NET
Population	23,500
Converted From:	Springbrook

Project Experience:	Planned and executed implementation of BS&A Software applications, including conversion of existing data to BS&A format; process discovery and counsel on program configuration; performed preliminary and final conversions of data; transferred knowledge to training teams and provided excellent customer service and communication channel for the duration of the project.
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Customer	City of Lake Forest, Lake County IL
Contact Person	Diane Horn
Title	IT Business Analyst
Phone Number	847-810-3598
Email	hornd@cityoflakeforest.com
Address	220 E. Deerpath, Lake Forest, IL 60045
Contract Date	3/2018
Modules	BS&A Online/Community Development, BS&A Online/Employee Self Services, BS&A Online/Financial Services, Accounts Payable .NET, Building Department .NET, Business Licensing .NET, Cash Receipting .NET, Citizen Request for Action .NET, Fixed Assets .NET, Field Inspection .NET, General Ledger .NET, Human Resources .NET, Miscellaneous Receivables .NET, Purchase Order .NET, Payroll .NET, Timesheets .NET, Utility Billing .NET, Work Orders .NET
Population	19,612
Converted From:	HTE
Project Experience:	Planned and executed implementation of BS&A Software applications, including conversion of existing data to BS&A format; process discovery and counsel on program configuration; performed preliminary and final conversions of data; transferred knowledge to training teams and provided excellent customer service and communication channel for the duration of the project.

Customer	Village of Northbrook, Cook County IL
Contact Person	Lori Baker
Title	Chief Information Officer - IT Department
Phone Number	(847) 664-4080
Email	Lori.Baker@northbrook.il.us
Address	1225 Cedar Lane, Northbrook IL 60062
Contract Date	2015
Modules	BS&A Online/Community Development, BS&A Online/Employee Self Services, BS&A Online/Financial Services, Accounts Payable .NET, Building Department .NET, Business Licensing .NET, Cash Receipting .NET, Citizen Request for Action .NET, Fixed Assets .NET, Field Inspection .NET, General Ledger .NET, Human Resources .NET, Inventory Management .NET, Miscellaneous Receivables .NET, Purchase Order .NET, Payroll .NET, Timesheets .NET, Utility Billing .NET, Work Orders .NET

Population	33,600
Converted From:	GEMS
Project Experience:	Planned and executed implementation of BS&A Software applications, including conversion of existing data to BS&A format; process discovery and counsel on program configuration; performed preliminary and final conversions of data; transferred knowledge to training teams and provided excellent customer service and communication channel for the duration of the project.

Customer	City of Plymouth, Hennepin County MN
Contact Person	Steve Juetten
Title	Community Development Director
Phone Number	763-509-5401
Email	sjuetten@plymouthmn.gov
Address	3400 Plymouth Boulevard, Plymouth, MN 55447
Contract Date	12/2018
Modules	BS&A Online/Community Development, Building Department .NET, Citizen Request for Action .NET, Special Assessment .NET
Population	78,395
Converted From:	Harris
Project Experience:	Planned and executed implementation of BS&A Software applications, including conversion of existing data to BS&A format; process discovery and counsel on program configuration; performed preliminary and final conversions of data; transferred knowledge to training teams and provided excellent customer service and communication channel for the duration of the project.

2. Provide information on the Respondent's number of public sector vs. private sector clients.

One hundred percent of our annual revenue is from public sector customers. Currently, we have over 600 public sector customers using the proposed applications.

11.0 Additional Information

Building Department

This screen capture shows the “master” Property record. Building Department .NET aggregates all relevant data, including parcel data, in its file structure. Separate folders are provided to track Projects, Permits, PZE (Planning, Zoning, and Engineering) Processes, Code Enforcements, Certificates, Certificates of Occupancy, and Inspection Groups. Open any folder to view/manage the data. Pictures and documents, such as drawings, letters, etc., can be attached to nearly every record and easily viewed.

The screenshot displays the Building Department .NET application window. The title bar indicates the user is BSA, the database is Demonstration, the group is Parker, and the version is 03/15/2018. The menu bar includes File, View, Navigation, Tasks, Reports, Utilities, BSA Applications, and Help. The toolbar contains icons for Search, Index, Add, Delete, Audit, Hide, Print, Tools, Inspector's View, Map, and Names.

The left sidebar shows a tree view of the application structure:

- Property
 - Address
 - Miscellaneous
 - Attachments
 - Owner: BEARD GLENNA L REV TRUST
 - Taxpayer: BEARD GLENNA L REV TRUST
- Projects
- Permits
- PZE Processes
- Enforcements
- Certificates
- Certificates of Occupancy
- Inspection Groups
- Tables
- GIS
- Program Setup

The main window displays the property record for 1601 N MCENAN ST. The address is 1601 N MCENAN ST, and the parcel number is 091-027-400-16. The owner is BEARD GLENNA L REV TRUST. The record includes tabs for Property, Building, Rental, Comment, Cross Connects, and Parking Details. The Property tab is active, showing fields for Occupant, Subdivision, Lot, Zoning (R2), Parking Spaces, and Setbacks. The Year Built is 1972, and the Block is 1972. The Use Groups are set to Click here to select. The Occup Load is 0, and the property is marked as Vacant.

The bottom of the window shows a floor plan and a site map. The floor plan includes rooms such as Bedroom, Master Bedroom, Dining Room, Kitchen, and Bathroom. The site map shows the property location within a larger development area, with a legend indicating PHASE I, PHASE IA, PHASE IB, PHASE II, and FUTURE DEVELOPMENT.

Building Department – Inspections

Inspectors can display a list of inspections, generate shortest route directions, view activities in a calendar, or display the property on a GIS map. Comprehensive checklists are provided to improve efficiency and consistency when flagging violations. Field tablets can be used to capture pictures.

The screenshot displays the Village Manager software interface for the Inspections module. The main window is titled 'Inspector's View' and shows a calendar for December 2017. A list of inspections is visible, including details for a footing inspection at 13471 BLAISDELL DR. An 'Appointment Details' pop-up window shows the inspector's name (DAVE WILLIAMS), the inspection type (Footing Inspection for Permit PB17-008), the start time (8:00 AM), and the location (13471 BLAISDELL DR, Clare, MI, 48617). A detailed inspection checklist is also shown, listing various items to be checked, such as 'Accessory Structure (s)', 'Electrical', 'Exterior - Yard', 'Exterior - House', and 'Zoning'. The checklist includes columns for 'Failed', 'Passed', 'Title', and 'Description'. A photo of a footing inspection is also visible.

Address	Inspector	Linked Record	Type	Scheduled
13471 BLAISDELL DR	DAVE WILLIAMS	PB17-008	Footing	12:00
13471 BLAISDELL DR	BRUCE KEIDEL	PW17-001	Final	12:00
13471 BLAISDELL DR	BRUCE KEIDEL	PS17-001	Final	12:00
13471 BLAISDELL DR	DAVE WILLIAMS	PB17-008	Final	8:00
13471 BLAISDELL DR	DAVE WILLIAMS	PB17-008	Footing	8:00
13471 BLAISDELL DR	DAVE WILLIAMS	PB17-008	Rough	8:00

Failed	Passed	Title	Description
☐	☐	ILLEGAL WORKING	ILLEGAL WORKING
☐	☐	IMPROPER MATERIALS	SECTION 223 C
☐	☐	OUTLETS - LOCATION	ANY OUTLET M
☐	☐	OVERHEAD LIGHTING	OVERHEAD LIG
☐	☐	WORK W/O PERMIT	WORK W/O PER

View data on screen in charts or graphs, or dump the data into Microsoft Excel for even more robust reporting.



GIS Integration

Building Department .NET can integrate with your existing GIS system to allow for visual analysis of your data, as compared to the spatial data from GIS. The image on the left is an example of a radius of parcels within 200 feet of the selected parcel – the parcel bordered in yellow. The image on the right is an example of all code enforcements filed within a specified date range.



Online Permit Applications

Permits and inspections can be requested through BS&A Online Services. The yellow text is specific to each jurisdiction.

Search: **All Records** ▾ By: **Address** ▾ Enter an address or address range such as 100-200 Main St

☐ Use Advanced Address Search

ONLINE SERVICES

- Internet Services
 - All Record Search
 - Assessing Search
 - Building Department Search
 - Current Tax Search
 - Property Sale Search
 - Special Assessment Search
 - Utility Billing Search
- Online Payments
 - Building Department Payments
 - Current Tax Payments
 - Utility Billing Payments
- Building Department
 - Apply for a Permit
 - Building Department Search
 - Schedule an Inspection
- Employee Self Service
 - Enter Employee Timesheets
 - My Time Sheet
 - Personal Employment Info
 - Personal Financial Info
 - Year To Date Info
 - Employee Documents

EMPLOYMENT OPPORTUNITIES

- All Employment Opportunities (Local)
- Search for Employment Opportunities

MUNICIPALITIES

- Select a Municipality

ACCOUNT

- Sign In
- Register
- Why Register?

Homeowner Application for Permit
Submit a permit application online.

[Contractor Login](#)

Thank you for using City of Novi Online Permit Application and Inspection Scheduling module! If you have any questions regarding this process, please call the City of Novi Community Development Department at 248-347-0415.

HOMEOWNER AFFIDAVIT
I hereby certify the permit work described on this permit application shall be installed by myself in my own home in which I am living or about to occupy. All work shall be installed in accordance with the State Plumbing Code and shall not be enclosed, covered up, or put into operation until it has been inspected and approved by the City Inspector. I will cooperate with the City Inspector and assume the responsibility to arrange for necessary inspections.

Section 23a of the state construction code act of 1972, 1972 PA 230, MCL 125.1523A, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who are to perform work on a residential building or a residential structure. Violators of section 23a are subjected to civil fines.

EXPIRATION OF PERMIT: A permit remains valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within six months after issuance of the permit or if the authorized work is suspended or abandoned for a period of six months after the time of commencing the work. A PERMIT WILL BE CLOSED WHEN NO INSPECTIONS ARE REQUESTED AND CONDUCTED WITHIN 180 DAYS OF THE DATE OF ISSUANCE OR THE DATE OF A PREVIOUS INSPECTION. CLOSED PERMITS CANNOT BE REFUNDED. THE CHARGE TO RE-OPEN A CLOSED PERMIT IS \$50.00

[Select a Property](#) [Enter Permit Details](#) [Enter Applicant Information](#) [Estimate Fees](#)

Step 1: Select a Property

[Click here if you are a contractor](#)

☐ Property Search

Search By: ▾

Search For:

Report Library for Permits

Each category has many reports to choose from.

Report Library

Categories

- Accounting
- Attachment
- Audit
- Bond
- Certificate
- Checklist
- Contractor
- Enforcement
- Inspection
- Inspection Group
- Licensee
- Name
- Occupancy
- Other Reports
- Parcel
- Permit**
- Project
- Property
- PZE Process
- QTextEntries
- Reminder
- Review
- Setup Reports
- Stop Work Order
- Variance
- Violation

Reports (check to enable)

Search:

- ☒ Weather Card (1)
- ☒ * Blank *
- ☒ 11
- ☒ Alton Permits By Status
- ☒ ALTON-OCCUPANCY HARD CARD
- ☐ Apartments
- ☐ Approved, Closed & Finaled Permits
- ☒ Byron-Permit Inspections by Inspector
- ☒ C404 Form
- ☒ Category Detail
- ☒ Category Detail Report
- ☒ Category Totals
- ☐ Census & SEMCOG Report
- ☐ Certificate of Completion
- ☒ CLARK COUNTY MONTHLY PERMIT LIST
- ☒ Clark County Permit New
- ☒ Construction Categories
- ☒ Cooper City - Completion Time Detail Report
- ☒ Cooper City Card-NEW UPDATED
- ☒ Cooper City ISO Report
- ☒ COOPER CITY REVIEW ISO
- ☒ daltons testreport
- ☐ Dodge Biweekly Report
- ☒ Dodge Report
- ☒ Dodge/Census List
- ☒ Envelope - Applicant
- ☒ Example
- ☒ Example3
- ☐ Expired Permit Notice
- ☒ Florida Surcharge Fee
- ☒ FOIA List Report
- ☐ Home Occupation Permit
- ☒ ISO Report
- ☒ ISSUE REPORT (BUILDING2)
- ☒ List of Fees Due
- ☒ Livonia-Marilyn Permit Category List
- ☒ Mail Label - Applicant
- ☒ Minnesota Surcharge Fee
- ☐ Month-End Commercial Permits

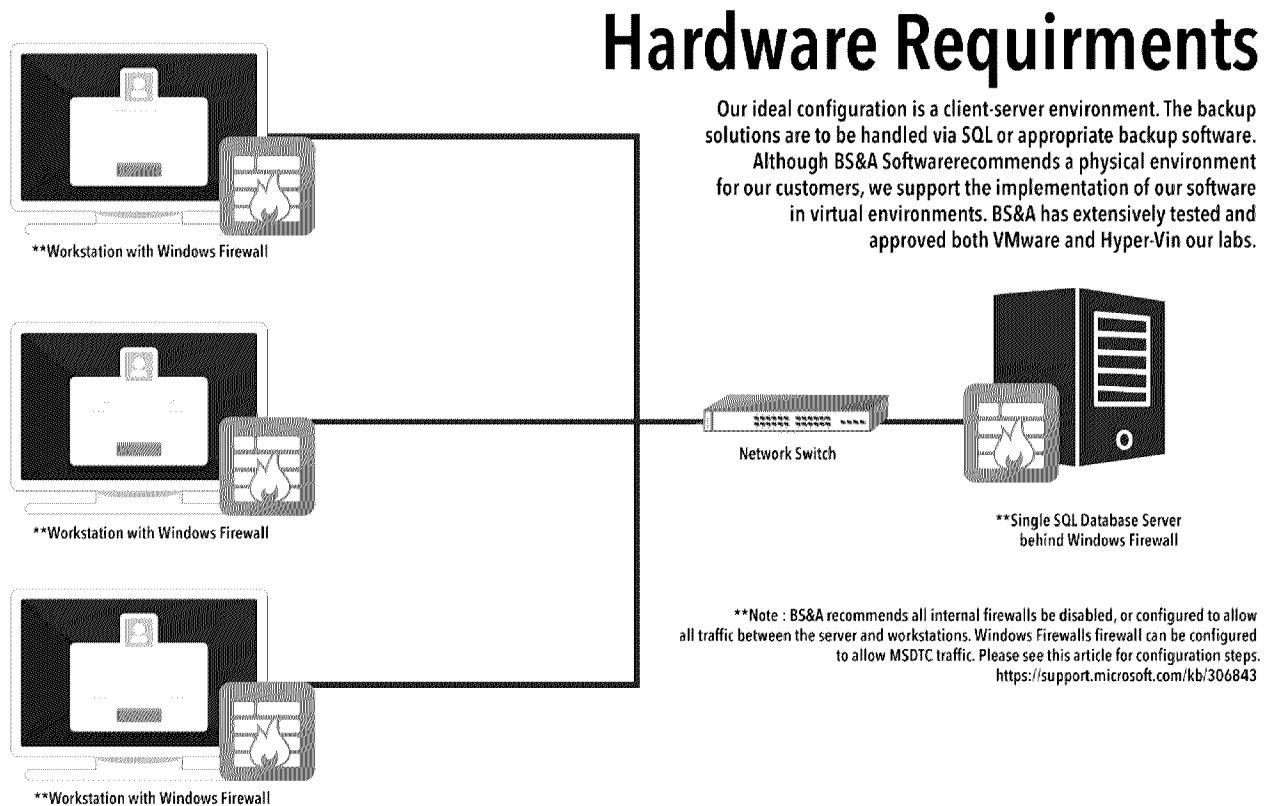
OK Cancel

Customer	County	Address	City	State	Zip	Contact	Phone	Converted From	Pervasive Since	.NET Since	Pof
Portage City	Kalamazoo	7900 S. Westnedge Ave	Portage	MI	49002	Devin Mackinder	(269) 324-9217	HTE	2014	44,897	9.B.c
Armada Township	Macomb	23121 E Main	Armada	MI	48005	Mary Swiacki	(586) 784-5200	Quickbooks	2017	5,246	
Kalamazoo City	Kalamazoo	241 W South St	Kalamazoo	MI	49007	Sue Hoch	269 337-8840	Fund Balance	2017	77,145	
Richmond City	Macomb	68225 Main St	Richmond	MI	48062	Angel Hatfield	(586) 727-7571	Fund Balance	2018	4,897	
Mt Clemens City	Macomb	1 Crocker Blvd	Mt Clemens	MI	48043	Linda Kunath	(586) 469-6838	Munis	2018	17,312	
Grosse Pointe Shores Village	Macomb	795 Lake Shore Rd	Grosse Pointe Shores	MI	48236	Rhonda Ricketts	(313) 881-6565	Fund Balance	2019	2957	
Alton City	Madison	101 East Third Street	Alton	IL	62002	Jeannie Cowan	(618) 463-3544	Pentamation	2016	27,290	
Norfolk City	Madison	309 N. 5th Street	Norfolk	NE	68701	Leon Gentrup	(402) 844-2000 x2121	AS400	2014	23,516	
Palmetto City	Manatee	516 8th Ave West	Palmetto	FL	34221	Cheryl Miller	(941) 723-4570 x7111	American Data Group	2014	14,500	
Manistee County	Manistee	415 3rd Street, Admin Office	Steele	MI	49660	Roger J. Elbers	(231) 398-3529	Accucomp	2010	24,420	
Manistee City	Manistee	PO Box 358	Manistee	MI	49660	Edward Bradford	(231) 723-2558 x 7	Fund Balance	2017	6,586	
Onekama Township	Manistee	5435 Main Street	Onekama	MI	49675	Michelle Johnson	(231) 889-3308	Quickbooks	2017	1,514	
Bellevue City	Marion	5343 SE Abshter Blvd.	Bellevue	FL	34420	Marge Strausbaugh	(352) 233-2117	Asyst	2014	3,478	
Southport City	Marion	6901 Derbyshire Rd	Southport	IN	46227	Diana Bossingham	(317) 786-3585	Excel	2012	1,752	
Bennettsville City	Marlboro	501 E. Main Street	Bennettsville	SC	29512	Rebekah Hayes	(843) 479-9001	Harris	2017	8,833	
Powell Township	Marquette	PO Box 39	Big Bay	MI	49808	Sara Drury		Quickbooks	2008	724	
Marquette City	Marquette	300 W. Baraga Ave	Marquette	MI	49855	Daniel Frederickson	(906) 225-4356	GEMS	2012	20,714	
Ishpeming Township	Marquette	1575 US 41 W	Ishpeming	MI	49849	Kristin Thornton	(906) 485-1210 x220	Fund Balance	2014	3,522	
Marquette Charter Township	Marquette	1000 Commerce Drive	Marquette	MI	49855	Dulcee Storch	(906) 228-6220	Fund Balance	2014	3,286	
Kentwood City	Kent	PO Box 8848	Kentwood	MI	49518	Tom Chase	(616) 554-0766	New World	2007	45,255	
Marquette County Health Department	Marquette	234 W. Baraga Ave	Marquette	MI	49855	Paul Carley	(906) 225-8472	Harris	2014		
Negaunee Township	Marquette			MI		Tiffany Filbrandt	906-475-7460	Quickbooks	2019	2,707	
Chocolay Charter Township	Marquette			MI		Suzanne Sundell	906.249.1448 x207	Fund Balance	2019	7,148	
Jupiter Island Town	Martin	2 Bridge Road	Hobe Sound	FL	33455	Michael Ventura	(772) 545-0104	Fund Balance	2017	850	
Ludington City	Mason	400 S Harrison St	Ludington	MI	49431	Deborah Luskin	(231) 845-6237	Versys	2009	8,357	
Mason County	Mason	304 E Ludington Ave	Ludington	MI	49431	Timothy Hansen	(231) 843-8411	Harris	2009	28,000	
Pere Marquette Charter Township	Mason	1699 S Pere Marquette Hwy	Ludington	MI	49431	Joanne Kelley	(231) 845-1277	Harris	2009	2,228	
Scottville City	Mason	105 N. Main Street	Scottville	MI	49454	Amy Williams	(231) 757-4729	Fund Balance	2018	1,266	
Sherman Township	Mason	3566 N. Custer Rd	Scottville	MI	49454	Kurt Lubben	231-462-3205	Our Town	2018	1,090	
Fox River Grove Village	McHenry	305 Illinois Street	Fox River Grove	IL	60021	Jennifer Menz	(847) 639-3170	MSI	2014	4,753	
McHenry Township Fire Protection District	McHenry	3610 W. Elm Street	McHenry	IL	60050	Marjean Diercks	(815) 385-0075	AMS	2014		

Customer	County	Address	City	State	Zip	Contact	Phone	Converted From	Pervasive Since	NET Since	Pof
Johnsburg Village	McHenry	1515 Channel Beach Ave	Johnsburg	IL	60051	Kim Giovanni	(815) 385-6023	MSI	2016	6,300	9.B.c
Harvard City	McHenry	201 W. Diggins	Harvard	IL	60033	Deb Szczap	815-943-6468 x106	MSI	2018	9,260	
Hutchinson City	McLeod	111 Hassan St. SE	Hutchinson	MN	55350	Tom Kloss	(320) 234-4245	Civic SQL	2015	13,929	
Hutchinson Utilities	McLeod	111 Hassan St. SE	Hutchinson	MN	55350	Tom Kloss	(320) 234-4245	LOGIS	2017		
Big Rapids City	Mecosta	226 N Michigan Ave	Big Rapids	MI	49307	Tim Moslener	(231) 592-4033	Eden	2009	10,849	
Wyoming City	Kent	PO Box 905	Wyoming	MI	49509	Andrea Boot	(616) 530-7282	New World	2012	69,368	
Mecosta Township	Mecosta	19729 11 Mile Rd	Big Rapids	MI	49307	Mary Quinlan	(231) 796-8935	Peachtree	2003	2,435	
Barryton Village	Mecosta	PO Box 31	Barryton	MI	49305	Jen Trelfa	(989) 382-7822	Quickbooks	2014	381	
Big Rapids Charter Township	Mecosta	14212 Northland Dr	Big Rapids	MI	49307	Sherri Gilbert	(231) 796-3603	Resource	2002	4,208	
Stephenson City	Menominee	W628 Samuel St	Stephenson	MI	49887	Judy St. Juliana	(906) 753-6228	CYMS	2008	875	
Menominee City	Menominee	2511 10th St	Menominee	MI	49858	Kathy Brofka	(906) 863-1740	Fund Balance	2005	9,131	
Spalding Township	Menominee	PO Box 161	Powers	MI	49874	Jerry Bartnicki	(906) 497-5850	Cogitate	2014	1,761	
Menominee County	Menominee	839 10th Ave	Menominee	MI	49858	Brian Bousley	(906) 863-7779	Pontem	2016	23,791	
Hooksett Town	Merrimack	35 Main Street	Hooksett	NH	03106	Christine Soucie	(603) 485-2712	BMSI	2013	13,451	
Biscayne Park Village	Miami-Dade	640 NE 114th Street	Biscayne Park	FL	33161	Larry Spring	(305) 899-8000		2013	3,126	
EL Portal Village	Miami-Dade	640 NE 114th Street	Biscayne Park	FL	33161	Larry Spring	(305) 899-8000		2013	2,380	
Medley Town	Miami-Dade	7777 NW 72nd Avenue	Medley	FL	33166	Roy Danzinger	(305) 887-9541 x141	Great Plains/MSI Commander	2016	842	
Lee Township	Midland	1485 W. Olson Rd	Midland	MI	48647	Ron Rippee	(989) 832-2874		2014	4,411	
Jerome Township	Midland	737 W. Beamish	Sanford	MI	48657	Angela Martin	(989) 488-4578 x3	Fund Balance	2016	4,888	
Midland Charter Township	Midland	1030 S. Poseyville Rd	Midland	MI	48640	Shelly Armstrong-Miller	(989) 835-8866	Fund Balance	2017	2,297	
Water District No. 1	Midland	PO Box 320	Sanford	MI	48657	David Rothman	(989) 513-8491	Quickbooks	2017		
Grand Rapids City	Kent	300 Monroe Ave NW Room 220	Grand Rapids	MI	49503	John Globensky	(616) 456-3285		2016	197,800	
Brown Deer Village	Milwaukee	4800 W Green Brook Drive	Brown Deer	WI	53223	Bridget Souffrant	(414) 371-3040	Caselle	2012	11,715	
Glendale City	Milwaukee	5909 north Milwaukee River Parkway	Glendale	WI	53209	Shawn Lanser	(414) 228-1717	Caselle	2012	12,580	
Shorewood Village	Milwaukee			WI		Cindy Wierchowski	(414) 847-2602	Banyon	2012	13,500	
Franklin City	Milwaukee	9229 W. Loomis Road	Franklin	WI	53132	Paul Rothenberg	(414) 427-7514	ACS	2013	35,504	
Whitefish Bay Village	Milwaukee	5300 N. Marlborough Drive	Whitefish Bay	WI	53217	Jen Amerell	(414) 755-6517	Banyon	2013	14,109	
Greenfield City	Milwaukee	7325 W. Forest Home Ave	Greenfield	WI	53220	Paula Schafer	(414) 329-5285	HTE	2015	37,072	
Oak Creek City	Milwaukee	8040 S. 6th Street	Oak Creek	WI	53154	Bridget Souffrant	(414) 768-6514	MSI	2015	34,695	
South Milwaukee City	Milwaukee	2424 15th Avenue	South Milwaukee	WI	53172	James Shelenske	(414) 768-7499	Allo	2017	21,239	
Missaukee County	Missaukee			MI		Susan Rogers	(231) 839-4961 x 242	Accucomp	2012	15,051	

Technical Requirements

Our ideal configuration is a client-server environment. The backup solutions are to be handled via SQL or appropriate backup software. Although BS&A Software recommends a physical environment for our customers, we support the implementation of our software in virtual environments. BS&A has extensively tested and approved both VMware and Hyper-V in our labs.



BS&A desires that all of our customers have a pleasant experience running our software. A properly configured Virtual Server need not destroy employee productivity. In order to ensure the best possible overall performance system, administrators must be willing to allocate sufficient resources to Microsoft SQL. To that end, BS&A Software recommends the following when implementing the .NET software in VM environments:

- 1) Databases and log files are kept on separate physical volumes/disks
- 2) Volumes housing databases and/or log files are dedicated to the use of the database (no other VMs reside on those volumes)
- 3) High performance disk technologies are used wherever possible
- 4) Disparate database styles (i.e., MS Exchange) NEVER cohabitate with MSSQL on the same drives
- 5) VMWare RDMs are implemented wherever possible
- 6) Parent servers dedicate at least 2 CPU cores to MSSQL VMs
- 7) Sufficient RAM is allocated to reduce/minimize the need for excessive disk access
- 8) SQL 2008 or newer only; Workgroup or Standard Edition where possible
- 9) So-called snapshots of the virtual machine cannot be relied upon for data restoration or disaster recovery. Alternative database backup methods must be employed.
- 10) Optimize disk partitioning using industry-standard methods

Supported Operating System (Workstation)

Windows 10, Windows 8.1 and Windows 8

Supported Server Operating Systems

Windows Server 2012 - 2019

Supported Versions of SQL

Windows Server 2008 - 2017

Microsoft SQL

Database schema for BS&A does not include views. All views are created programmatically at runtime of the application. All columns in the view are able to be sorted. All tables are able to be indexed by the user. This gives better functionality for a non-technical user than a standard view. SQL table schema for BS&A tables utilizes unique keys and indexes.

Reporting Services

BS&A's applications come with a large amount of reports offering numerous options so our users can quickly get the most out of our software. However, our integrated Report Designer allows users the ability to create their own reports as needed.

Key features:

- Streamlined capabilities with calculated expressions
- A Table option, which allows columns of fields on a report for ease in field placement and movement
- "Sort" banners and footers, which group data and can provide subtotals
- Clickable reports let you click on a particular report entry to drill down to the details
- Reports can be saved to PDF format and CSV format
- Same look and feel as Crystal Reports
- Our Report Profiles feature lets users group multiple reports together for more efficient printing. Individual reports within the profile have options that can be set and saved for the Profile process.

Personal Computer Specifications	
Workstation	
Recommended	Minimum
3.2 GHz Intel® Core™ i5 (or faster)	2.8 GHz Intel® Core™ i3
8 GB RAM	4 GB RAM
80 GB free disk space	40 GB free disk space
Windows 10 (Professional or above)	Windows 7 (Professional 64-bit or 32-bit)
Tablet PC (Community Development Field Inspection App)	
Recommended	Minimum
Intel® Core™ i5 520 UM (or faster)	2.8 GHz Intel® Core™ i3
8 GB RAM	4 GB RAM
80 GB free disk space*	40 GB free disk space*
Windows 10 (Professional or above)**	Windows 7 (Professional 64-bit or 32-bit)
*Note: The amount of free disk space required is dependent upon the size of the database and the number of attachments required	
**Note: BS&A applications are NOT compatible with Windows RT	

Server Specifications (defined as a computer running a Windows Server Operating System)	
Database Server (fewer than 15)	
Recommended	Minimum
1 Xeon E5 series Quad-Core 2.4 GHz (or faster)	2 GHz Multi-Core Xeon Processor
8 GB RAM	4 GB RAM
6x SATA 7.5K RPM 1TB (3x RAID 1)	250 GB free disk space
Separate RAID for Operating System	Windows Server 2008 Standard (32-bit)
Windows Server 2016 (Essentials or above)	
Database Server (15 to 30 Users)	
Recommended	Minimum
1 Xeon 2.3 GHz E5 Six-Core Processor (or faster)	Xeon 2 GHz Multi-Core Xeon Processor
24 GB RAM	16 GB RAM
4x SATA 7.5K RPM 1TB (2x RAID 1)	500 GB free disk space
2x 500 GB Solid State Drive (SSD)	Windows Server 2008 Standard (64-bit) Separate RAID for Operating System
Windows Server 2016 (Essentials or above)	
Database Server (30 to 50 Users)	
Recommended	Minimum
(2) Xeon 2.5 GHz E5 Six-Core Processors (or faster)	Xeon 2.8 GHz Quad-Core Processor
48 GB RAM (DDR3 1333 or faster)	24 GB RAM
4x 10K RPM SAS 1TB Hard Disks (2x RAID 1)	1 TB free disk space
2x 500GB Solid State Drive (SSD)	Windows Server 2008 Standard (64-bit) Separate RAID for Operating System
Windows Server 2016 (Essentials or above)	
Database Server (50 to 100 Users)	
Recommended	Minimum
(2) Xeon 2.5 GHz E5 Eight-Core Processors (or faster)	(2) Xeon 2.8 GHz Quad-Core Processors
64 GB RAM (DDR3 1600 or faster)	48 GB RAM
8x SATA 15K RPM 1TB (2x RAID 10)	1 TB free disk space
2x 500GB Solid State Drive (SSD)	Windows Server 2008 Standard (64-bit)
Separate RAID for Operating System	
Windows Server 2016 (Essentials or above)	
Server (over 100 users)	
Please email our IT Department at ITSupport@bsasoftware.com	
Virtual Server	
Please see the help doc entitled "BS&A Software and Best Practices in Virtual Environments." http://bsasoftware.com/references/whitepapers_helpdocs/tech/articles_whitepapers/White_vmSupport.pdf	
Terminal Services/Citrix Environments	
Recommended Application Server Specifications	
Dual Quad-Core Xeon Processor	
4096 MB RAM plus an additional 1024 MB RAM per user, per application	
500 GB free disk space	
Windows Server 2016 (Essentials or above)	

Limit of 50 total users

Please see the help doc entitled "BS&A Software and Best Practices in Terminal Server/RDP Environments."
http://bsasoftware.com/references/whitepapers_helpdocs/tech/articles_whitepapers/white_terminallimits.pdf

Please see the help doc entitled "BS&A Software and Remote Desktop Services 2016"
http://bsasoftware.com/references/whitepapers_helpdocs/tech/articles_whitepapers/remotedesktopservices2016.pdf

I.T. Recommendation

BS&A has worked with IT Right for network services and implementation since 1999. If you are in need of IT services, please visit their site: <http://www.itright.com>

Printer Recommendations

BS&A Software does not officially maintain a master list of all the different printers that work with our applications. A general rule of thumb would be that any printers that are compatible with Windows are also compatible with BS&A.

Finance Department
 Fifty Raupp Blvd.
 Buffalo Grove, IL 60089-2198
 Phone 847-459-2525
 Fax 847-459-7906

Community Development Software Addendum #1

TO: Prospective Respondents and Other Interested Parties

FROM: Village of Buffalo Grove Finance Department

ISSUE DATE: January 24, 2020

SUBJECT: ADDENDUM #1

Note: This Addendum is hereby declared a part of the original RFP documents and in case of conflict, the provisions in the following Addendum shall govern.

The following changes and clarifications shall be made to the RFP Documents for the Community Development software project.

Q1: Does the City leverage an existing payment processing vendor and if so, who? Does the City accept credit card at the counter and if so, what devices are used to swipe credit cards. What payment provider being leveraged?

A1: Paymentus

Q2: What format is the data from New World in and can the City please estimate the amount of historical permits they expect to migrate? How many years has the City been using New World? Has the City identify what information is to be converted from New World into the new solution

A2: The data from New World is in a SQL Database. NWS was implemented on March 1, 2015 for permits and October, 2014 for licensing. To this date we have approximately 10,000 historic permit data in NWS. The Village is seeking Historical data to be brought into the new system.

Q3: For how many years would the City like the 40 hours of included consulting hours?

A3: Every calendar year for the duration of the agreement.

Q4: The City has an implementation timeline of 6 months, what is driving this timeline? IE, is there a drop dead date for funding or is the current system being de-supported? Is the Village open to proposals that list an alternative timeline?

A4: The Village seeks to complete this project during the 2020 Budget year. While the Village may consider alternate project schedules, an explanation as to why the schedule in the original RFP document is not feasible must be included in your proposal response.

Q5: Can the City provide sample complaint/violations as well as Zoning and Planning projects/applications? What types of complaints is the Village looking to manage in a new system?

A5: The new system will manage the Property Maintenance, more information on the violations can be found [here](#).

Q6: Can the Village describe the use case(s) for integrating with Office and Outlook?

A6: Integration with the outlook calendar is a key component of seamless operations for the Village.

Q7: Would the Village be open to 5 year term rather if there to be realized benefits to the Village?

A7: Please respond to the term as written in the proposal.

Q8: Referring to Laserfiche...is this used to store documents from all applications, or only those that are archived (i.e. storing final application documents for historical purposes)?

A8: Laserfiche is typically used to store final documents for historical purposes

Q9: How many Village staff are involved in processing licenses issued by the Village? How many code enforcement officers / inspectors are out in the field? How many field inspectors require offline inspection capability? How many users will need access to mobile inspections? How many users will need access to GIS? Can you please specify the amounts of users anticipated for licensing, planning and permitting usage?

A9: Please see I. Description and Scope of Work (page9) Please include a breakdown of user license costs.

Q10: Will the Village continuing using Accela CRM? Can you please share your plans as to how the Village plans to proceed with Accela's CRM? Will a new CRM solution need to be proposed as part of this RFP and if so, for how many users

A10: The Village will entertain other solutions as part of this proposal, however any proposed solution must integrate with software currently in use by the Village.

Q11: Does the Village have external users with other agencies involved in plans review? If so, how many?

A11: The Village presently uses an external agency for fire plan review. The Village may use an external agency for plan review in other areas in the future.

Q12: Could we please get samples of permit/license applications and forms the Village will want to incorporate in the new system?

A12: Link to permits and license application can be found [here](#).

Q13: Can the Village please provide a complete list of all integrations required for the new solution?

A13: Please review Scope of Services – Description of Work – Item 10. Integration and Migration

Q14: Did the Village evaluate solutions that could meet its requirements through vendor demonstrations leading up to the RFP release?

- a. If so, what types and names of solutions and vendors were evaluated (vendor-hosted and on-premise)?

A14: No evaluations have taken place to date. The Village did seek demonstrations from Accela, Citizenserve, EnerGov, IWorq, and BSnA.

Q15: Did the Village use any vendor(s) to help develop the RFP?

A15: No

Prospective respondents are to acknowledge receipt of Addendum #1.

Include and note this Addendum in your response.

RESPONDENT: BS&A Software

SIGNED:  DATE: 2/5/2020

TITLE : Account Executive

Exhibit C.
Proposal Response Documents “Implementation Schedule”
pg1

The following Implementation Schedule details the overall implementation timeframe and schedule of events. The dates, times and order of events are subject to change based on availability of the Village and BS&A staff. This schedule will be further refined at the kick-off meeting. BS&A guarantees that the system will be fully functional according to the completion document once finalized at the commencement of the project.

Task	Responsible Parties (Bold is Primary)	Start Date	Duration
Initiation Activities			
Conduct Kick-off Meeting	BS&A and Village	1/8/2021	1 day
Review Project Scope and Project Management Process	BS&A	1/8/2021	1 day
Establish Project Meeting Schedule	BS&A and Village	1/8/2021	1 day
Assemble BS&A Project Team	BS&A	1/25/2021	1 day
Assemble Village Project Team	Village	1/25/2021	1 day
Create Initial Project Timeline	BS&A & Village	1/25/2021	1 day
IT and Data Conversion Activities			
Meet with Village IT Staff to review Hardware Configurations	BS&A and Village	5 months pre go-live	1 day
Extract Preliminary Data from current System	BS&A and Village	5 months pre go-live	1 week
Conduct Data Mapping and Develop Data Conversion Routines	BS&A	5 months pre go-live	1 month
Conduct Review of Converted Data with Village	BS&A and Village	4 months pre go-live	Approx. 1 day
Install Programs	BS&A	4 months pre go-live	1 day
Knowledge Transfer			
Conduct On-site Process Review Meeting	BS&A and Village	3 months pre go-live	2 days
Conduct Analysis of Current Forms	BS&A and Village	3 months pre go-live	1 day
Conduct Review of Required Reports	BS&A and Village	3 months pre go-live	1 day
Conduct Analysis of System Interface Requirements	BS&A and Village	3 months pre go-live	1 day
Develop Best Practices Recommendation	BS&A	3 months pre go-live	1 day
Approve Recommendations	Village	3 months pre go-live	1 day
Implementation			
Create Forms	BS&A	0-2 months pre go-live	2 days
Create Reports	BS&A	0-2 months pre go-live	2 days
Conduct Acceptance Testing	Village	0-2 months pre go-live	2- 14 days
Conduct Final Data Extraction	Village	1 week pre go-live	2 days
Convert Final Data	BS&A	1 week pre go-live	2 days

On-site Set-up for Users & Configuration Items	BS&A	0-1 month pre go-live	4 days
Training			
On-site Training	BS&A and Village	0-2 months pre go-live	Varies
Post-Project Activities			
Conduct Post Project Review & Assessment	BS&A and Village	1 month post go-live	Varies
Conduct Post Implementation Follow Up Training	BS&A and Village	TBD	TBD



Information Item : Discussion Regarding Business Assistance Program

Recommendation of Action

Staff recommends discussion.

This informational item enables the Village Board to discuss each of the programs as well as outline the intended next steps for them. As requested by Trustee Ottenheimer, this item will include a summary of reductions that were made in order to balance the 2021 Budget due to COVID-19 and some supplemental information regarding the use of fund balance and its potential impact on the bond rating in future years.

ATTACHMENTS:

- BOT Memo Regarding Business Relief 12.31.20NW (DOCX)
- 2021 Budget Reductions Memo (DOCX)

Trustee Liaison

Weidenfeld, Ottenheimer

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, January 4, 2021	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: January 4, 2021

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager
Nicole Woods, Deputy Director of Community Development

SUBJECT: Business and Restaurant Financial Relief Discussion

BACKGROUND

At the December 7th Village Board meeting, staff responded to the Trustees' request to present various business and restaurant financial relief options to help offset Covid-19's impact on Buffalo Grove businesses. During this presentation, staff provided an overview of **equity**, **efficiency**, and **effectiveness** objectives, the Village's assistance-to-date, relief programs in other communities, and then described four potential program options. These programs, which are listed below, were presented for Board feedback with the understanding that they could be modified:

- Program 1: Waive business license fees.
- Program 2: Reduce liquor license fees for on premise users.
- Program 3: Discount restaurant's local food and beverage tax payment.
- Program 4: Restaurant grant.

Subsequent to the meeting, staff provided additional information to the Village Board as well as discussed various options and their budgetary impacts. A request has been made to have this matter discussed further by the Village Board at the January 4, 2021 meeting. This memo provides a summary of the requested information, related data, and additional analysis. It should be noted that decisions on each program do not have to be made simultaneously. As shown, some programs require more immediate actions while others can be delayed. As a supplement to this memorandum is a summary of the budget impacts and changes made to balance the FY21 budget.

COMPARABLE COMMUNITIES

Other communities such as Mount Prospect, Lake Forest, Wilmette, and Woodridge have implemented financial assistance for their businesses and/or restaurants. Some of these programs included waiving business license fees and/or related fees for fiscal year 2021. Others have created grants to restaurants - most of which must offer indoor seating. At the December 7th meeting, Trustees and the Village President requested additional information concerning those communities immediately surrounding

Buffalo Grove. Staff reached out to Arlington Heights, Lincolnshire, Palatine, Vernon Hills and Wheeling to determine what, if any, financial assistance was done or currently being offered. The following is a summary of the findings:

Table 1- Summary of Surrounding Communities

Community	Financial Assistance Program	Financial Impact	Comments
Arlington Heights	18 Interest free loans up to \$10,000 and waived 25% of liquor license fees. Loans were backed by a personal guarantee by the recipient.	\$285,000	Arlington Heights used an existing loan program. The funds were already existing given the tenure of the program. Thus the total impact to their General Fund was \$105,000 for the waiver of liquor license fees
Lincolnshire	None	N/A	
Palatine	None	N/A	May consider the use of CDBG* funds for rent relief.
Vernon Hills	None	N/A	May consider waiving fees
Wheeling	Waived business license and health inspection fees	\$107,000	May consider waiving additional fees for 2021
Buffalo Grove	Reduced Liquor License & Video Gaming Fees	\$56,000	

*Buffalo Grove is not a CDBG entitlement community. Therefore we do not have access to those types of funds.

BUSINESS RELIEF OPTIONS AND ANALYSIS

Program 1: Waive Business License Fees.

The Village could waive 100% of license fees for all businesses regardless of use for the 2021 calendar year. The Village could do this for all businesses or for those establishments which are less than 5,000 square feet in area. This would have a financial impact of approximately **\$45,000 - \$113,000**. Given the time sensitivity of the Business License fee process, action is necessary at the January 4, 2021 meeting. It is unclear at this time whether the Board wishes to proceed with waiving the fees, only waiving the fees for those establishments under 5,000 square feet, or waiving all license fees. For that reason, there are two Ordinances for the Board to consider on the January 4th agenda (separate action). One will include a waiver only for those 5,000 square feet and one for all businesses.

Table 2- Business License Waiver Impact

Business Characteristics	Number of Businesses	Financial Impact
All Businesses	823	\$113,290
Businesses that occupy 5,000 sf or less	486 (60%)	\$44,740

Program 2: Reduce Liquor License Fees for On-Premise Users

Consistent with the actions done in 2020, the Village could reduce 50 percent of liquor license renewal fees for 2021 to include on premise license holders of Class A, B, E and K licenses. This would have a

financial impact of **\$45,000**. Because the current liquor license runs through April 30, 2021, the Board can decide to move forward with this action on Monday but a formal Ordinance will be included on a later Board agenda as it is not time sensitive.

Program 3: Discount Restaurant's Local Food and Beverage Tax Payment

The Village could discount an existing restaurant's food and beverage tax payment by 50% for a specified period of time. To implement this, the restaurant would still collect the Village's full 1%, and then retain approximately half of it. Restaurants would have to meet a set of criteria to be eligible to apply, including a demonstrated decline (ie 15% or 25%) in sales. The discount would be offered a limited period of time (ie one, three, or six months). Since Food & Beverage payments are received at the end of each month for the prior month's collections, action on this item could be taken at either January 19, 2021 meeting or February 16, 2021 meeting should the Village Board decide to do this.

Table 3- Summary of Restaurants with Decline in Sales

Food and Beverage Sales 2020 vs 2019*	Number of Restaurants
All Restaurants	80
2020 Sales Declined by a 15% or More	47
2020 Sales Declined by a 25% or More	38

Table 4- Summary of Financial Impact Based Duration and Sales Decline

		Duration of Rebate			
			1 Month	3 Months	6 Months
		# of Restaurants	Estimated Fiscal Impact to the Village		
% Decline	All Restaurants	80	\$22,705	\$68,115	\$136,229
	15% or More	47	\$13,441	\$40,322	\$80,644
	25% or More	38	\$9,551	\$28,653	\$57,307

Program 4- One-time Grant

The Village could provide a one-time grant of \$2,500 to restaurants that have been most financially affected by the Covid-19 pandemic. Similar to Program 3, restaurants would have to meet a set of criteria to be eligible to apply, including a demonstrated decline (ie 15% or 25%) in sales. Based on the discussion at the December 7, 2020 meeting and subsequent feedback received, there did not appear to sufficient support for such a program.

Table 5- Summary of Financial Impact for the Grant

		# of Restaurants	Estimated Fiscal Impact to the Village
% Decline	All Restaurants	80	\$200,000
	15% or More	47	\$117,500
	25% or More	38	\$95,000

SUMMARY

As provided, staff outlined the 4 programs/scenarios that were previously discussed on December 7th. The following is a summary of the overall financial impacts of the various programs:

Table 6- Summary of Financial Impact of all Programs

Program	Financial Impact to Village
Waive Business License Fees for FY21	\$45,000 - \$113,000
Reduce Liquor License Fees for On-Premise Users	\$45,000
Rebate 50% of the F&B Tax for Restaurants	\$9,500- \$136,000
One-Time Restaurant Grant	\$95,000- \$200,000

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: December 31, 2020

TO: Dane Bragg, Village Manager

FROM: Evan Michel, Assistant to the Village Manager
Jennifer Maltas, Deputy Village Manager

SUBJECT: Operating Reductions in the 2021 Budget

BACKGROUND

Members of the Village Board requested a memo regarding the cuts made to balance the 2021 budget in light of the impact of COVID-19 pandemic in order to aid the Board in making decisions regarding potential business assistance programs. The approved 2021 Budget includes a 4.3 percent reduction in operating expenses, or \$1.9 million in cost-saving measures. In order to achieve these reductions, the departments enacted large-scale changes in staffing and will implement new service delivery methods. This memorandum details the major cost-saving measures each department undertook to balance the 2021 Budget. The memorandum also discusses the potential use of reserves and items the Board should consider.

OFFICE OF THE VILLAGE MANAGER

The approved 2021 Budget includes an 8.8 percent reduction in operating expenses, or \$119,528 in cost-saving measures. This includes the reduction of one FTE. This was done through the reduction of the full-time Deputy Village Clerk and part-time Administrative Assistant positions; and the addition of shared Administrative Services Manager (with Finance/CD) and part-time Records Clerk. Likewise, the ZenCity contract was not renewed. This software was used to aggregate and analyze resident sentiments on social media.

HUMAN RESOURCES DEPARTMENT

The approved 2021 Budget includes a 19.4 percent reduction in operating expenses, or \$158,108 in cost-saving measures. This includes the reduction or elimination of the following programs: Employee Recognition, BG Smart (training), as well as Employee Health and Wellness. There was also a reduction in the employee Merit Pool.

FINANCE AND GENERAL SERVICES DEPARTMENT

The approved 2021 Budget includes an 8.7 percent reduction in operating expenses, or \$140,386 in cost-saving measures. This includes the reduction of one FTE through the conversion of the Accountant

position from full to part-time, the reduction of a full-time Clerk II position, and the addition of a shared part-time Buyer. These measures will create a longer time for audit preparation, slower periods in answering calls from water/sewer customers, as well as slower time frames processing business and alarm licenses.

POLICE DEPARTMENT

The approved 2021 Budget includes a 4.4 percent reduction in operating expenses, or \$725,559 in cost-saving measures. This includes the reduction of 4.5 FTE through the elimination of one Sergeant, four Patrol Officers, two Commanders, and one Records Supervisor position; with the addition of two Lieutenants, one Community Engagement Specialist, and one part-time Desk Officer. These staffing changes will result in the following service impacts:

- Patrol staffing will remain the same with vacancies coming from specialty positions
- Patrol supervisors will remain at full staff with Traffic Unit having a vacant sergeant position
- Sworn CRU position eliminated with a new non-sworn position being created
- Records will be supervised by Administrative Lieutenant

PUBLIC WORKS DEPARTMENT

The approved 2021 Budget includes a 14.2 percent reduction in operating expenses, or \$1,185,503 in cost-saving measures. This includes a reduction of 3.5 FTE through the following changes:

- Elimination of three full-time Maintenance Worker II
- Elimination of full-time Automotive Mechanic III
- Elimination of two full-time Maintenance Worker II- Crew Leader
- Elimination of a full-time Civil Engineer II
- Addition of full-time Project/ Contracts Manager
- Addition of full time three Maintenance Work I positions.
- Addition of full time a full-time Buyer position will be shared with the Finance Department.

These staffing changes will result in the following service impacts:

- Snow removal will take greater than 10 hours, down from the previous program goal of 8 hours
- Parking lots snow removal will be reviewed for outsourcing
- The number of snow removal routes will be reduced from 10 to 8 for one year
- Implementing a hybrid contract model for fleet management
- Implementing a hybrid model for the tree trimming cycle which will increase times between trimmings

COMMUNITY DEVELOPMENT DEPARTMENT

The approved 2021 Budget includes a 10.9 percent reduction in operating expenses, or \$203,216 in cost-saving measures. This includes the reduction of three FTE through the elimination of a full-time Electrical Inspector, Plumbing Inspector, and part-time Property Maintenance Inspector as well as converting Building Commissioner from full to part-time. The department likewise reorganized to account for the shared Administrative Services Manager and a part-time permit clerk. Many of the inspection services will be outsourced and the contract for inspection services with Long Grove was terminated.

These changes should not have a significant impact on services levels in the Community Development Department. The contract for inspection services will be closely monitored in order to maintain a positive service level.

FIRE DEPARTMENT

The approved 2021 Budget includes a 3.5 percent increase in operating expenses, or \$447,272. This increase is caused by pension funding contributions. However, the department reduced by two FTE through the elimination of the part-time Fire Inspector, the part-time Public Education Officer, and the Over-hire Firefighter/Paramedic positions.

These changes may increase the timeline for annual fire inspections. Additionally, there may not be staff available at times to do community education programs (which were eliminated due to the pandemic).

BOND RATING/USE OF RESERVES

There has been discussion to fund some or all of the business assistance programs that may be approved through the use of reserves and staff has been asked to opine on this idea. While staff does not know how the rating agencies will react to changes in the reserve amount, staff remains conservative about the use of reserves as the Village is using debt to fund the Infrastructure Modernization Program and will go out for debt in the coming years to fund future phases.



Ordinance No. O-2021-5 : Ordinance Waiving Business Licenses Fees

Recommendation of Action

Staff recommends approval.

The Village Board has considered various types of financial relief programs including one that waives business license fees. If the Board opts to waive business license fees, they should choose one of the two options that are presented in the two separate attached ordinances. One option/ordinance waive business license fees for all businesses while the other option/ordinance waives business license fees for only those establishments that are 5,000 square feet or less.

ATTACHMENTS:

- BOT Memo 12.31.20 (DOCX)
- A: Ordinance Waiving Business License Fees All (DOCX)
- B: Ordinance Waiving Business License Fees 5000 Ft (DOCX)

Trustee Liaison
Sussman

Staff Contact
Chris Stilling, Community Development

Monday, January 4, 2021

VILLAGE OF BUFFALO GROVE



DATE: December 31, 2020

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Deputy Director of Community Development

SUBJECT: Waiving Business License Fees

BACKGROUND

The Covid-19 pandemic has created a hardship for the business community. Operations, sales, efficiency, costs, and service have all been affected by the pandemic whether through mitigation measures, the disease itself and/or behavioral responses to the threat of the disease. Although some businesses have been able to adapt and some have shown to thrive in this novel environment, many are suffering.

In response, the Village Board has considered various types of financial relief programs including one that waives business license fees. Given the time sensitivity of the business license fee process, the Board should take action on this matter at the January 4, 2021 meeting.

PROGRAM OVERVIEW

The program would allow the Village to waive 100% of business license fees for the 2021 calendar year. Business licenses are calculated based upon square footage and use and most businesses pay a license fee between \$90 and \$150.

In terms of structure, the Village could implement this program for all 823 businesses, which would have an estimated financial impact of \$113,290. Alternatively, the Village could waive business license fees for those establishments which are less than 5,000 square feet in area. These smaller businesses represent approximately 486 or 60% of all businesses in the community and represent more traditional “mom & pop” shops. Modifying the program in this manner, prioritizes relief to the smaller businesses (and perhaps those that are carrying the biggest burden). In addition, it lessens the financial impact to the Village as the estimate impact would be \$44,740.

Business Characteristics	Number of Businesses	Financial Impact
All Businesses	823	\$113,290
Businesses that occupy 5,000 sf or less	486 (60%)	\$44,740

Two ordinances approving the waiving of the business license are attached. One is applicable to all businesses while the other is applicable to those businesses 5,000 square feet and one for all businesses.

ACTION REQUESTED

Board should consider waiving business license fees. If the Board opts to waive business license fees, they should choose one of the two options that are presented in the two separate attached ordinances. One option/ordinance waive business license fees for all businesses while the other option/ordinance waives business license fees for only those establishments that are 5,000 square feet or less.

ORDINANCE NO. _____

AN ORDINANCE WAIVING BUSINESS LICENSE FEES

WHEREAS, pursuant to the Village Code of Ordinances, certain businesses are charged a fee in order to obtain a Business License; and

WHEREAS, the COVID-19 Pandemic has created a hardship for many businesses; and

WHEREAS, the corporate authorities of the Village find that it is in the best interest of the Village to support businesses as much as possible.

NOW, THEREFORE, be it ordained as follows:

1. All business licenses fees for businesses are waived for business license year 2021. In the event that a business has already paid for its 2021 business license, said amount shall be refunded.
2. This Ordinance shall only apply to the 2021 business license year and shall not be codified.

Passed and adopted by the President and Board of Trustees of the Village of Buffalo Grove, Illinois, this ____ day of _____, 2021.

AYES: _____

NAYES: _____

ABSENT: _____

Approved by the President this ____ day of _____, 2021.

ATTEST:

Village President_____
Village Clerk

Recorded in the Records of the Village Clerk this ____ day of _____, 2021.
Published by the authority of the President and Village Board of Trustees of the Village of Buffalo
Grove, Cook and Lake County, Illinois in pamphlet form this ____ day of _____, 2021.

Village Clerk

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Attachment: A: Ordinance Waiving Business License Fees All (O-2021-5 : Ordinance Waiving Business Licenses Fees)

ORDINANCE NO. _____

**AN ORDINANCE WAIVING BUSINESS LICENSE FEES FOR
BUSINESSES UP TO 5,000 SQUARE FEET**

WHEREAS, pursuant to the Village Code of Ordinances, certain businesses are charged a fee in order to obtain a Business License; and

WHEREAS, the COVID-19 Pandemic has created a disproportionate effect on small businesses; and

WHEREAS, the corporate authorities of the Village find that it is in the best interest of the Village to support small businesses as much as possible.

NOW, THEREFORE, be it ordained as follows:

1. All business licenses fees for businesses up to 5,000 square feet are waived for business license year 2021. In the event that a business up to 5,000 square feet has already paid for its 2021 business license, said amount shall be refunded.
2. This Ordinance shall only apply to the 2021 business license year and shall not be codified.

Passed and adopted by the President and Board of Trustees of the Village of Buffalo Grove, Illinois, this ____ day of _____, 2021.

AYES: _____

NAYES: _____

ABSENT: _____

Approved by the President this ____ day of _____, 2021.

ATTEST:

Village President

Village Clerk

Recorded in the Records of the Village Clerk this ____ day of _____, 2021.
Published by the authority of the President and Village Board of Trustees of the Village of Buffalo
Grove, Cook and Lake County, Illinois in pamphlet form this ____ day of _____, 2021.

Village Clerk

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