Meeting of the Village of Buffalo Grove Village Board

Regular Meeting
January 3, 2022 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 the Illinois Open Meetings Act as well as the Disaster Proclamation and Executive Orders issued by Governor Pritzker, this meeting will be held electronically by utilizing the Zoom link below.

Zoom Link: www.vbg.org/january3boardmeeting

Phone Number: 312-626-6799

Meeting ID: 825 7197 7893

Instructions for how the public can see, listen and/or participate in the meeting 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. In addition, The public can still participate by emailing their public comment to the Village Clerk at clerk@vbg.org before 4:30 pm the day of the meeting. Individuals with no access to email may leave a message at (847) 459-2506 before 4:30 pm the day of the meeting. All comments received in accordance with the foregoing will be read at the meeting. The Village President reserves the right to alter the order of the appearance of speakers to maintain decorum during the meeting.

The meeting will also be broadcast via Facebook Live however; the comments on the stream will not be monitored by village staff and will not be read into the official record.

B. Pledge of Allegiance

2. Approval of Minutes

A. Village Board - Regular Meeting - Dec 6, 2021 7:30 PM

3. Approval of Warrant

A. Approval of Warrant #1336 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

A. Appointment of Deputy Village Clerk (President Sussman) (Staff Contact: Dane Bragg)

5. Village Manager's Report

A. Discussion of COVID-19 Mitigation Measures (President Sussman) (Staff Contact: Dane Bragg)

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-2022-1 Ordinance Authorizing a Supplement for Design Engineering Services with Civiltech Engineering, Inc. (Trustee Johnson) (Staff Contact: Darren Monico)

SUMMARY: Staff recommends approval of the Civiltech Inc. contract for Design Engineering Services for a new pedestrian crossing on Arlington Heights Road near BGHS, subject to review and approval by Village Attorney.

B. O-2022-2 Award of Bid Generator Maintenance & Needed Repairs (Trustee Stein) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff recommends authorizing the Village Manager to execute a contract with Midwest Power Industry Inc., for generator maintenance and as need repairs in an amount not to exceed $30,600.00 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.), pending review and approval of the contract by the Village Attorney.

C. O-2022-3 An Ordinance Amending Chapter 5.20 - Liquor Controls (President Sussman) (Staff Contact: Jessie Brown)

SUMMARY: The Class A liquor license issued to Chef Adam, Inc. d/b/a The Grove Banquets and Catering at 301 Weiland Road is hereby rescinded. The business has closed.

D. O-2022-4 Ordinance Approving an Intergovernmental Agreement with the State of Illinois for a Department of Commerce & Economic Opportunity Grant (Trustee Johnson) (Staff Contact: Darren Monico)

SUMMARY: The Village received a $91,000 grant towards the replacement of sidewalk in the Right-of-Way at various locations. An Intergovernmental Agreement is required to be approved by the Village Board to receive the funds.

E. O-2022-5 Ordinance Amending Chapter 10 of the Village of Buffalo Grove Municipal Code (Trustee Johnson) (Staff Contact: Darren Monico)

SUMMARY: An Ordinance proposing several updated or new traffic ordinances due to the completion of the Lake Cook Road, Buffalo Grove, and Weiland Road major road construction projects.

9. Ordinances and Resolutions

A. O-2022-6 Ordinance Authorizing the Purchase of Compx 300 Series Elock Medication Vaults from Compx Security Products (Trustee Johnson) (Staff Contact: Mike Baker)

B. O-2022-7 Award of Bid Arboretum Golf Course Patio Upgrade (Trustee Stein) (Staff Contact: Tom Wisniewski)

10. Unfinished Business

11. New Business

A. Regional Road Update (Trustee Johnson) (Staff Contact: Darren Monico)

12. Questions From the Audience

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

13. Executive Session

A. Executive Session - Section 2(C)(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. (President Sussman) (Staff Contact: Dane Bragg)

B. Executive Session- Section 2(C)(2) of the Illinois Open Meetings Act: Collective Negotiating Matters Between the Public Body and Its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees. (President Sussman) (Staff Contact: Dane Bragg)

C. Executive Session - Section 2(C)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, Including Meetings Held for the Purpose of Discussing Whether a Particular Parcel Should be Acquired. (President Sussman) (Staff Contact: Dane Bragg)

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

14. Adjournment

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

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

MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS, MONDAY, DECEMBER 6, 2021

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Art Malinowski, Director of Human Resources; Chris Black, Director of Finance; Nicole Woods, Deputy Community Development Manager; Darren Monico, Village Engineer; Mike Skibbe, Director of Public Works; Kyle Johnson, Assistant Director of Public Works; Brett Robinson, Administrative Services Director; Tom Wisniewski, Buyer; Police Chief Casstevens; and Fire Chief Baker.

APPROVAL OF MINUTES

Moved by Johnson, seconded by Smith, to approve the minutes of the November 1, 2021 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 Stein, seconded by Weidenfeld, to approve the minutes of the November 15, 2021 Special Meeting. Upon roll call, Trustees voted as follows:

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

WARRANT #1335

Mr. Black read Warrant #1335. Moved by Weidenfeld, seconded by Johnson, to approve Warrant #1335 in the amount of $9,520,861.09 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

Moved by Weidenfeld, seconded by Smith, to approve the **2022 Special Flag Schedule**, as detailed in the November 22, 2021 memo from Mr. Bragg to the Board. Upon roll call, Trustees voted as follows:

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

President Sussman read a Proclamation **Commending Steven Goldspiel for his Dedicated Service on the Planning and Zoning Commission and the Transportation Commission**, as he was heartily congratulated by the audience and the Board.

Members of the Board and the audience recalled how honored and inspired they were to have worked with Mr. Goldspiel over the past 40+ years. Mr. Goldspiel shared so much knowledge with all, and his integrity and true dedication to making Buffalo Grove such a wonderful place to live is unparalleled. Ethan Goldspiel was also recognized for his dedication to making sure that his dad was able to be present at every meeting.

Mr. Goldspiel thanked everyone for this honor and noted how proud he is to have been able to be a part of making Buffalo Grove into the community that it is today, and how much he has enjoyed his service to the Village.

VILLAGE MANAGER'S REPORT

Erin Aleman, Executive Director for the **Chicago Metropolitan Agency for Planning** presented the Village with the Regional Excellence Award for the Buffalo Creek Reservoir Expansion Project. Ms. Aleman reviewed the award itself, as well as the objectives of CMAP.

Mr. Bragg announced the **2022 Buffalo Grove Village Board Meeting Schedule,** details of which are contained in his memo to the Board of November 11, 2021.

Mr. Skibbe reviewed the Memorandum of Understanding between the Village of Buffalo Grove and the **Buffalo Grove Community Foundation,** details of which are contained in the Village Board Action Overview as well as the Memorandum of Understanding itself. Staff is recommending that the $32,000.00 profit from the 2021 Buffalo Grove Days event be placed with the Buffalo Grove Community Foundation.

Moved by Weidenfeld, seconded by Johnson, to approve the Memorandum of Understanding between the Village of Buffalo Grove and the Buffalo Grove Community Foundation. Upon roll call, Trustees voted as follows:

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

REPORTS FROM TRUSTEES

There are no reports from Trustees tonight.

CONSENT AGENDA

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

Resolution No. 2021-28 – Pyrotechnics Agreement

Motion to pass Resolution No. 2021-28, authorizing an Amendment to the Pyrotechnics Fireworks Inc. Agreement, pending review and approval by the Village Attorney.

Resolution No. 2021-29– State Highways

Motion to pass Resolution No. 2021-29, for construction on State Highways, as required by the Illinois Department of Transportation.

Ordinance No. 2021-85 – AT&T

Motion to pass Ordinance No. 2021-85, authorizing the Village Manager to execute an Agreement with AT&T for high-speed internet connectivity via a fiber connection at Village Hall, pending review and approval by the Village Attorney.

Ordinance No. 2021-86– Fees & Fines

Motion to pass Ordinance No. 2021-86, updating the Fee and Fine Ordinance.

Ordinance No. 2021-87 – *STOP* Sign

Motion to pass Ordinance No. 2021-87, amending the Traffic Ordinance to allow a new *STOP* sign on Palazzo Drive at Madiera Lane.

Ordinance No. 2021-88 – Traffic Signal Agreement

Motion to pass Ordinance No. 2021-88, approving entrance into a Traffic Signal Maintenance Agreement with Lake County for Village Owned Traffic Signals.

Ordinance No. 2021-89 – Liquor Licenses

Motion to pass Ordinance No. 2021-89, rescinding Class A Liquor Licenses for Progressive Management located at 401 Half Day Road, which has been closed, and Prairie House located at 2710 Main Street, which has been sold.

Home Day Care Re-Authorizations

Motion to re-authorize the following home daycare special uses for an additional two-year period: 47 Chestnut Terrace, 315 Gardenia Lane, 621 Harris Drive, 554 Patton Drive, 371 Springside Lane, 200 Timber Hill Road, and 330 University Drive.

FY 2022 Projects

Motion to authorize bid waiver and to seek competitive proposals for FY 2022 projects.

FY 2022 Projects

Motion to authorize staff to seek competitive bids for various projects for FY 2022.

Memorandum of Understanding

Motion to approve a Memorandum of Understanding with the Buffalo Grove Park District for Cambridge Park Property Transaction.

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

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

ORDINANCE NO. 2021-91 – CIORBA GROUP

Moved by Stein, seconded by Smith, to pass Ordinance No. 2021-91, authorizing the Village Manager to execute a Supplement for Design Engineering Services with Ciorba Group, Inc. for $62,326.80.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of December 2, 2021.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2021-92 – CIORBA GROUP LIFT STATION

Moved by Stein, seconded by Ottenheimer, to pass Ordinance No. 2021-92, approving the Ciorba Group Construction Administration Services contract for the Cambridge on the Lakes Lift Station Reconstruction Project in an amount not to exceed $299,794.45, in accordance with materials contained in Board packets.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of December 2, 2021.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2021-93– UTILITY & STREET IMPROVEMENTS

Moved by Stein, seconded by Johnson, to pass Ordinance No. 2021-93, approving the 2022 Forest/Glendale Utility & Street Improvements Award to the lowest responsive and responsible bidder, Berger Excavating, in the amount of $7,474,491.66, in accordance with materials contained in Board packets and pending review and approval by the Village Attorney.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of December 2, 2021.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2021-94– CAMBRIDGE ON THE LAKE LIFT STATION

Moved by Stein, seconded by Johnson, to pass Ordinance No. 2021-94, 2022 Cambridge on the Lakes Lift Station Reconstruction project to the lowest responsible and responsive bidder, Berger Excavating, in the amount of $3,201,725.36, which includes a 10% contingency, in accordance with materials contained in Board packets and pending Village Attorney review.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of December 2, 2021.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2021-95– LEVY AND COLLECTION OF TAXES

Moved by Weidenfeld, seconded by Johnson, to pass Ordinance No. 2021-95 for the levy and collection of taxes for the fiscal year commencing on the 1st day of January, 2022 and ending on the 31st day of December, 2022, with a tax increase of 0%.

Mr. Black reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of December 6, 2021.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2021-96– TAX ABATEMENTS

Moved by Weidenfeld, seconded by Ottenheimer, to pass Ordinance No. 2021-96, abating taxes levied for the Village of Buffalo Grove, Cook and Lake Counties, Illinois, resulting in a net levy of $17,115,541.00. for an increase of 0%.

Mr. Black reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of December 6, 2021.

Upon roll call, Trustees voted as follows:

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

RESOLUTION NO. 2021-30 – LOSS IN COLLECTION - LAKE

Moved by Weidenfeld, seconded by Johnson, to pass Resolution No. 2021-30, requesting the County of Lake not to collect the Loss in Collection on Taxable Property.

Mr. Black reviewed the proposed resolution and the following 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. 2021-31– LOSS IN COLLECTION - COOK

Moved by Weidenfeld, seconded by Johnson, to pass Resolution No. 2021-31, requesting the County of Cook not to collect the Loss in Collection on Taxable Property.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2021-97 – FISCAL 2022 BUGET

Moved by Ottenheimer, seconded by Weidenfeld, 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.

President Sussman closed the Public Hearing at 8:20 P.M.

Moved by Johnson, seconded by Ottenheimer, to pass Ordinance No 2021-97, adopting the Fiscal 2022 Budget as presented.

It was noted that the budget was written very clearly and easy for our residents to read, and staff was thanked for their efforts in preparing this document.

Upon roll call, Trustees voted as follows:

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

RESOLUTION NO. 2021-32 – 2022 PAY RANGES

Moved by Weidenfeld, seconded by Ottenheimer, to pass Resolution No. 2021-32, approving the 2022 Pay Ranges.

Mr. Malinowski reviewed the proposed resolution, details of which are contained in the memo to Mr. Bragg and Mr. Stilling of November 19, 2021.

Upon roll call, Trustees voted as follows:

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

MEETING CANCELLATION

Moved by Weidenfeld, seconded by Stein, to cancel the December 20, 2021 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.

A resident commented that he believes that it is illegal to mandate that masks be worn in public places.

Bill O'Malley, West Shore Pipe Line Company, addressed the Board regarding Pipeline Safety.

ADJOURNMENT

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

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

The meeting was adjourned at 8:39 P.M.

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Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 3rd DAY OF January 2022

____
Village President

Action Item : Approval of Warrant #1336

Recommendation of Action

Staff recommends approval.

TOTAL WARRANT #1336- $4,845,262.16

ATTACHMENTS:

- W #1336 SUMMARY (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Black, Finance

Monday, January 3, 2022	

VILLAGE OF BUFFALO GROVE WARRANT #1336
3-Jan-22

General Fund:	**623,115.24**
Parking Lot Fund:	**126.06**
Motor Fuel Tax Fund:	**0.00**
Debt Service Fund:	**245,423.67**
School & Park Donations:	**52,994.51**
Lake Cook Rd TIF Fund:	**0.00**
Capital Projects-Facilities:	**0.00**
Capital Projects-Vehicles/Equipment:	**11,631.30**
Capital Projects-Streets:	**491,242.31**
Health Insurance Fund:	**0.00**
Facilities Development Debt Service Fund:	**0.00**
Retiree Health Savings (RHS):	**768.69**
Water Fund:	**1,013,470.82**
Buffalo Grove Golf Fund:	**54,405.54**
Arboretum Golf Fund:	**74,965.98**
Refuse Service Fund:	**92,147.50**
Information Technology Internal Service Fund:	**102,948.48**
Central Garage Internal Service Fund:	**87,511.60**
Building Maintenance Internal Service Fund:	**35,605.89**
	2,886,357.59
PAYROLL PERIOD ENDING 12/09/2021	**1,010,350.08**
PAYROLL PERIOD ENDING 12/23/2021	**948,554.49**
	1,958,904.57
TOTAL WARRANT #1336	**4,845,262.16**

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

Village Clerk

Village President

Action Item : Appointment of Deputy Village Clerk

Recommendation of Action

Staff recommends appointment.

Chapter 2.12.020 of the Municipal Code provides that the "President, by and with the consent of the Board of Trustees, may appoint a Deputy Clerk or clerks." Staff recommends that the Village President appoint Jessie Brown as Deputy Village Clerk and that the Board of Trustees consent to said appointment. A motion to concur with the Village President's appointment is recommended.

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, January 3, 2022	

Information Item : Discussion of COVID-19 Mitigation Measures

Recommendation of Action

Staff recommends discussion.

Staff will present the village's current COVID-19 mitigation measures as well as seek direction from the board regarding further measures.

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, January 3, 2022	

Ordinance No. O-2022-1 : Ordinance Authorizing a Supplement for Design Engineering Services with Civiltech Engineering, Inc.

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends approval of the Civiltech Inc. contract for Design Engineering Services for a new pedestrian crossing on Arlington Heights Road near BGHS, subject to review and approval by Village Attorney.

ATTACHMENTS:

- Civiltech Design Approval Memo (DOCX)
- Civiltech Ordinance (DOCX)
- 2021-12-08 Village of Buffalo Grove - AHR proposal (PDF)
- AH RD crossing concept location map (PDF)

Trustee Liaison	**Staff Contact**
Johnson	Darren Monico, Public Works

Monday, January 3, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: December 30, 2021

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Civiltech, Inc. Design Engineering Services

Staff Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract for Design Engineering Services with Civiltech Engineering, Inc. for $27,443.00.

Overview

The Village has been working with multiple partners including the Cook County Department of Transportation and Highways (CCDOTH) to remove and replace the pedestrian crosswalk across Arlington Heights Road, located near the Buffalo Grove High School. After working with the CCDOTH to pay for the Phase 1 study they have approved the new location. The next step in the process is for the Village to complete the design and apply for a permit for construction. This design contract is for Civiltech Engineering, Inc., who completed the Phase 1 study, to complete the Phase 2 design and permit applications for the Village.

ORDINANCE 2022-____

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

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

WHEREAS, the Village seeks to enter into a contract for Design Engineering Services with Civiltech Engineering, Inc. for Design of the Arlington Heights Road Pedestrian Crosswalk near the Buffalo Grove High School.

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

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

SECTION 2. The Village Manager is authorized to enter into a contract for Design Engineering Services with Civiltech Engineering, Inc. for the design of the Arlington Heights Road Pedestrian Crosswalk at a price not to exceed $27,443.00, subject to final review and approval by the Village Attorney.

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

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

AYES: ____________________________________
NAYES: ___________________________________
ABSENT: __________________________________
PASSED: __________________________________, 2022
APPROVED: ________________________________, 2022

APPROVED:

____
Beverly Sussman, Village President

ATTEST:

____
Janet Sirabian, Village Clerk

CIVILTECH

Civiltech Engineering, Inc.
www.civiltechinc.com

Two Pierce Place, Suite 1400
Itasca, IL 60143
Phone: 630.773.3900
Fax: 630.773.3975

30 N LaSalle Street, Suite 3220
Chicago, IL 60602
Phone: 312.726.5910
Fax: 312.726.5911

Transportation Design

Traffic Engineering

Civil Engineering

Construction Engineering

Environmental Studies

Water Resources

Structural Design

Right of Way

Urban Design

Transportation Planning

Program Management

December 8, 2021

Darren Monico, P.E.
Village Engineer
Village of Buffalo Grove
51 Raupp Boulevard
Buffalo Grove, IL 60089

Re: Proposed Scope of Services and Fee Estimate
Arlington Heights Road Crosswalk Relocation at
Buffalo Grove High School
Village of Buffalo Grove, Illinois

Dear Mr. Monico:

Civiltech Engineering has been retained by Cook County DOTH to provide On-Call Traffic Engineering Services as necessary throughout the County. One such assignment was an investigation of the existing mid-block pedestrian crossing at Buffalo Grove High School on Arlington Heights Road just north of Dundee Road. Through this assignment, Civiltech coordinated with the Village of Buffalo Grove, Buffalo Grove High School, and Cook County DOTH to develop a conceptual-level plan to improve pedestrian safety by relocating the existing crosswalk further north where the roadway is narrower and a concrete pedestrian refuge island can be provided. This concept plan has been preliminarily approved by Cook Count DOTH-Traffic Services. It is our understanding that the Village of Buffalo Grove is interested in pursuing Phase II design services to provide contract documents for this concept plan.

Civiltech's proposed scope of services is comprised of preparation of construction documents including plans, special provisions, and Engineer's construction estimate, for the purposes of letting the project and permitting the project with Cook County DOTH. All work will meet the pertinent requirements of the Village of Buffalo Grove, the Illinois Department of Transportation (IDOT), and Cook County DOTH.

I. Scope of Services

Item 1 – Data Collection and Early Coordination

a. Initial Meeting with Village and School - This work item will include an initial meeting with the Village and the School to discuss the proposed pedestrian crossing concept and project requirements in detail.

b. Obtain/Update and Review Record Data - We will review available Village data including, but not limited to, subdivision plans and plats, record plans, right-of-way data, aerial photography and contour mapping, existing plans, municipal utility atlases, and private utility atlases.

c. Preliminary Utility Company Coordination - We will perform a Design Stage J.U.L.I.E. utility locate request which leads to receiving atlases from identified utility companies during the time when we are preparing base sheets for the plans.

d. Survey and Field Inspection - In order to properly design proposed sidewalk ramps for compliance with the ADA and PROWAG requirements, we will need to obtain ground survey at the proposed sidewalk locations. Since the survey area will be small, Civiltech Engineering can use their in-house capabilities to obtain the survey. After the survey has been converted into CADD linework, we will perform field inspection with plan in hand to verify the completeness and accuracy of the survey while familiarizing ourselves with the project area and any special conditions in the field.

Item 2 - Preliminary (65%) Engineering

a. Plan Base Sheet Preparation - We will develop Phase II plan base sheets at a scale of 1" = 20' for use in the development of contract plans. ADA details will be prepared at 1" = 5'. Any existing utility information that has been obtained during the data collection phase will also be plotted on the base sheets.

b. Preliminary Plans - We will prepare preliminary plans containing the following drawings:

- Cover Sheet & Index of Sheets (1 sheet)
- General Notes and State Standards (1 sheet)
- Roadway Plans (1" = 20', dual pane) (1 sheet)
- Pavement Marking, Signing, and Landscape Restoration Sheets (1" = 20', dual pane) (1 sheet)
- Curb Ramp Details (1" = 5') (2 sheets)

Preliminary Plans will be developed using the design criteria for Village of Buffalo Grove, Cook County, and the Illinois Department of Transportation's Bureau of Local Roads and Streets manual. The preliminary plan preparation and submittals will serve as a progress submittal for review by the Village, in an effort to identify and address any significant design issues prior to progressing onto further design, and will also be used to initiate Cook County DOTH permit review process. We anticipate preliminary set of contract plans to contain approximately 6 sheets.

c. Preliminary Estimates of Project Costs - We will prepare detailed quantity calculations with all major submittals, starting with preliminary.

Item 3 - Pre-Final (90%) Plans, Special Provisions and Estimates

a. Pre-Final Plans - We will prepare pre-final plans containing the following drawings:

- Cover Sheet & Index of Sheets (1 sheet)
- General Notes and State Standards (1 sheet)
- Summary of Quantities (2 sheets)
- Roadway Plans (1" = 20', dual pane) (1 sheet)
- Pavement Marking, Signing, and Landscape Restoration Sheets (1" = 20', dual pane) (1 sheet)
- Curb Ramp Details (1" = 5') (2 sheets)
- Construction Details (10 sheets)

We anticipate pre-final set of contract plans to contain approximately 18 sheets.

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

c. Pre-Final Quantity Calculations - We will perform detailed quantity calculations at the pre-final stage of the plan development. Two sets of calculations will be performed by separate engineers in order to ensure the accuracy of the calculations.

d. Pre-Final Estimate of Cost and Construction Time - We will use the quantities of work in order to calculate an Engineer's Estimate of Cost and Time. Estimates will be based on recent bid tab information for projects of similar scope and magnitude.

e. Pre-Final QA/QC Review - Prior to submission of the pre-final plans for review, we will perform an internal Quality Assurance / Quality Control review of the work completed. The review will be performed by a Professional Engineer independent of the design team. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required.

Item 4 - Final (100%) Plans, Special Provisions and Estimates

a. Final Plans - After completion of all Agency reviews and resolution of any other Agency or utility company concerns, the contract plans will be finalized.

b. Final Special Provisions - All comments received pertaining to the pre-final special provisions and bid documents will be addressed and a disposition will be included in the final bid documents. The status and schedule of all necessary utility relocations, as of the date of the final plans, will be included in the bid documents.

c. Final Quantity Calculations - The quantities will be updated based on changes made to the plans after the pre-final stage.

d. Final Estimate of Cost and Construction Time - The estimates will be updated based on the revised quantities.

e. Final QA/QC Review - Prior to the final submittal, a second QA/QC review of the plans and special provisions will be performed.

Item 5 - Project Administration, Coordination and Permits

a. Project Administration - This item includes project setup, monthly invoicing, and internal project team coordination meetings.

b. Project Submittals - As noted above, we will make the necessary document submittals to the Village and Cook County DOTH for review.

c. Utility Company Coordination – We will submit milestone plans to the Utility companies requesting to conform or mark the locations of their facilities and will add received markups to design plans. Potential conflicts will be resolved with the utility providers as required.

d. School Coordination – It appears that in order to accommodate the proposed sidewalk ramp on the south leg of the School driveway, a small amount of work will be required outside of the current roadway Right-of-Way. For purposes of this proposal it is assumed that the necessary work can be accommodated by the use of TUP or through the Intergovernmental Agreement. Workhours have been included to assist the Village with exhibits, documentation, or coordination if necessary.

e. Agency Coordination and Permitting – We will submit plans to Cook County DOTH for review and will coordinate obtaining their permit. Due to the scope of the project we anticipate that the formal permit submittal to MWRD will not be required, however we have included hours to provide permit applicability letter to MWRD to confirm the permitting needs for the project.

II. PROJECT STAFF

The staff members who we will assign to this project have experience on projects which involve all of the elements which will be encountered on this project. We propose to employ the following staff on this project:

Senior Project Manager:	Jonathan R. Vana, P.E.
Project Manager:	Petro Kravets, P.E.
Project Engineer:	Joseph M. Giglio
Survey Specialist:	Eric P. Konrad
QA/QC Engineer:	Kristin R. Kalitowski, P.E.

III. PROJECT SCHEDULE

Civiltech staff is available to commence the study immediately upon execution of this contract and we can commit the necessary resources to complete the design as indicated below; however, the project timeline will be governed by the permitting requirements. Assuming working within school property can be accommodated without the need to do a formal easement acquisition process, we anticipate that the critical path in designing the project will be obtaining a permit through the Cook County DOTH, however since the proposed concept is already currently being coordinated through the County, this should give the Phase II permit review process an advantage.

We anticipate the following key timeframes required to complete the project, assuming notice to proceed can be granted in January:

- January 2022 - Notice to proceed.
- February of 2022 – Data collection and Initial Engineering.
- March of 2022 – Preliminary plans submittals to the Village and the Cook County DOTH.
- April of 2022 – Village review disposition and Prefinal plans, special provisions, and cost estimate.
- May of 2022 – Disposition of Village and County comments and Final plans, special provisions, and cost estimate.
- Late May of 2022 – Permit approval by the County and Local project letting in June 2022 for Summer 2022 construction.

IV. FEE CALCULATION

Civiltech is dedicated to the philosophy of staffing projects with qualified individuals necessary to successfully complete projects at a reasonable cost to the Village. Compensation for our work will be based upon actual labor dollars expended times a factor of **2.70** to cover actual payroll, overhead and indirect costs, payroll burden, and fringe benefit costs and profit. Direct costs such as printing and vehicle expenses will be billed at their actual cost, without markup.

Very truly yours,

Petro Kravets, P.E.
Project Manager
Civiltech Engineering, Inc.

Approved (Print Name): ________________________

Title: ____

Signature: ____________________________________

Date: ____

Design Engineering Services
Arlington Heights Road Crosswalk Relocation at Buffalo Grove High School
Village of Buffalo Grove, IL

COST ESTIMATE OF CONSULTANT SERVICES

		Personnel & Hours							
		Senior Project Manager	Project Manager	Project Engineer	Survey Specialist	QA/QC Engineer	Total Hours	% of Hours	Labor Cost
		$70.00	$50.00	$31.00	$36.50	$55.75			
Task									
1	Data Collection and Early Coordination								
		0	8	16	8	0	32	12.9%	$ 1,188
2	Preliminary (65%) Engineering								
		4	12	48	0	0	64	25.8%	$ 2,368
3	Pre-Final (90%) Plans, Special Provisions and Estimates								
		5	16	26	0	2	49	19.8%	$ 2,068
4	Final (100%) Plans, Special Provisions and Estimates								
		3	7	16	0	1	27	10.9%	$ 1,112
5	Project Administration, Coordination and Permits								
		6	32	38	0	0	76	30.6%	$ 3,198
	Sub-Total	**18**	**75**	**144**	**8**	**3**	**248**		
	% of Hours	7.3%	30.2%	58.1%	3.2%	1.2%		100.0%	
	Total Cost	$1,260	$3,750	$4,464	$292	$167			$9,933
	Multiplier*	2.7000							$26,820
	Direct Costs								$623
									$27,443

Exhibit A-1

Design Engineering Services
Arlington Heights Road Crosswalk Relocation at Buffalo Grove High School
Village of Buffalo Grove, IL

WORKHOUR ESTIMATE

Item No.	Task	Personnel & Hours: Senior Project Manager	Project Manager	Project Engineer	Survey Specialist	QA/QC Engineer	Total Hours	% of Hours
1	**Data Collection and Early Coordination**							
a.	Initial Meeting with Village and School		2	3			**5**	15.6%
b.	Obtain/Update and Review Record Data		1	2			**3**	9.4%
c.	Preliminary Utility Company Coordination		1	3			**4**	12.5%
d.	Survey and Field Inspection		4	8	8		**20**	62.5%
	Sub-total Item 1	**0**	**8**	**16**	**8**	**0**	**32**	**100.0%**
2	**Preliminary (65%) Engineering**							
a.	Preparation of Base Sheets		2	6			**8**	12.5%
b.	Preliminary Plans							
	- Cover Sheet (1 sheet)		1	1			**2**	3.1%
	- General Notes, Index of Sheets, and List of State and Local Standards (1 sheet)		1	3			**4**	6.3%
	- Roadway / Removal / Utility Plan and Profile (1 sheet)	2	4	14			**20**	31.3%
	- Pavement Marking, Signing, and Landscape Restoration (1 sheet)	1	1	4			**6**	9.4%
	- Curb Ramp Details (2 sheets)		2	14			**16**	25.0%
c.	Preliminary Estimates of Project Costs	1	1	6			**8**	12.5%
	Sub-total Item 2	**4**	**12**	**48**	**0**	**0**	**64**	**100.0%**
3	**Pre-Final (90%) Plans, Special Provisions and Estimates**							
a.	Pre-Final Plans							
	- Cover Sheet (1 sheet)			1			**1**	2.0%
	- General Notes, Index of Sheets, and List of State and Local Standards (1 sheet)		1	1			**2**	4.1%
	- Summary of Quantites (2 sheets)			1			**1**	2.0%
	- Roadway / Removal / Utility Plan and Profile (1 sheet)	1	2	6			**9**	18.4%
	- Pavement Marking, Signing, and Landscape Restoration (1 sheet)	1	1	4			**6**	12.2%
	- Curb Ramp Details (2 sheets)		1	5			**6**	12.2%
	- Construction Details (10 sheets)		1	1			**2**	4.1%
b.	Pre-Final Special Provisions		8	2			**10**	20.4%
c.	Pre-Final Quantity Calculations		1	4			**5**	10.2%
d.	Pre-Final Estimate of Cost and Construction Time	1	1	1			**3**	6.1%
e.	Pre-Final QA/QC Review	2				2	**4**	8.2%
	Sub-total Item 3	**5**	**16**	**26**	**0**	**2**	**49**	**100.00%**

Attachment: 2021-12-08 Village of Buffalo Grove - AHR proposal (O-2022-1 : Civiltech Design Contract)

Exhibit A-2

Design Engineering Services
Arlington Heights Road Crosswalk Relocation at Buffalo Grove High School
Village of Buffalo Grove, IL

WORKHOUR ESTIMATE

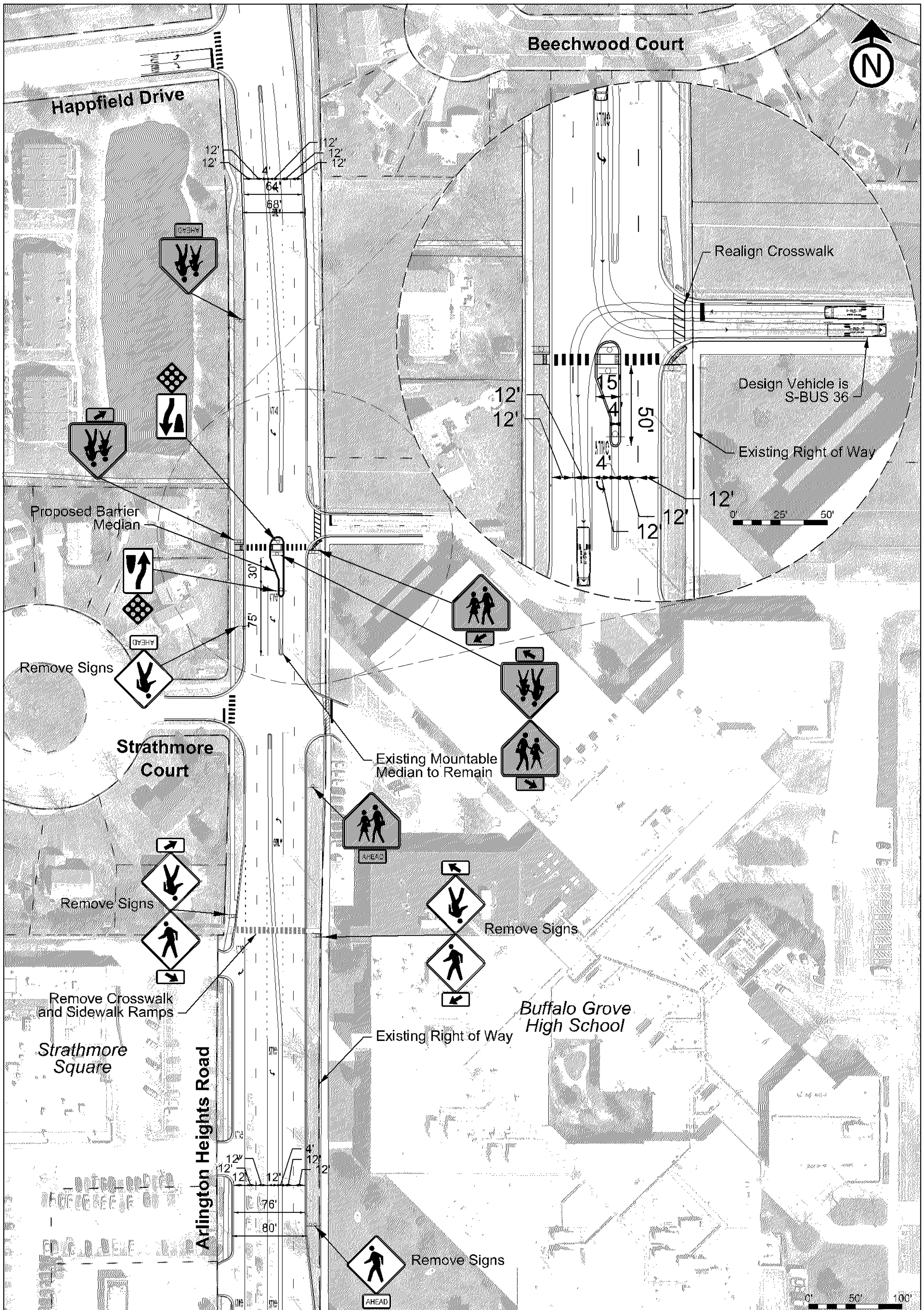
Item No.	Task	Personnel & Hours: Senior Project Manager	Project Manager	Project Engineer	Survey Specialist	QA/QC Engineer	Total Hours	% of Hours
4	**Final (100%) Plans, Special Provisions and Estimates**							
a.	Final Plans	1	2	8			**11**	40.7%
b.	Final Special Provisions	1	2	3			**6**	22.2%
c.	Final Quantity Calculations		2	4			**6**	22.2%
d.	Final Estimate of Cost and Construction Time		1	1			**2**	7.4%
e.	Final QA/QC Review	1				1	**2**	7.4%
	Sub-total Item 4	**3**	**7**	**16**	**0**	**1**	**27**	**100.0%**
5	**Project Administration, Coordination and Permits**							
a.	Project Administration	4	6				**10**	13.2%
b.	Project Submittals		4	8			**12**	15.8%
c.	Utility Company Coordination		2	8			**10**	13.2%
d.	School Coordination		8	10			**18**	23.7%
e.	Agency Coordination and Permitting	2	12	12			**26**	34.2%
	Sub-total Item 5	**6**	**32**	**38**	**0**	**0**	**76**	**100.0%**
	Total Hours:	**18**	**75**	**144**	**8**	**3**	**248**	
	% of Hours:	**7.3%**	**30.2%**	**58.1%**	**3.2%**	**1.2%**	**100.0%**	

Design Engineering Services
Arlington Heights Road Crosswalk Relocation at Buffalo Grove High School
Village of Buffalo Grove, IL

DIRECT COSTS AND SUBCONSULTANT SERVICES

				Direct Cost
Items A	**Data Collection and Early Coordination**			
Mileage				
	3 site trips @	50 miles @	$0.560	$84.00
Item B	**Preliminary (65%) Engineering**			
Printing and Reproduction				
	6 plan sheets @	4 sets @	$0.65	$15.60
Item C	**Pre-Final (90%) Plans, Special Provisions and Estimates**			
Printing and Reproduction				
	18 plan sheets @	4 sets @	$0.65	$46.80
	1 bid book @	4 sets @	$20.00	$80.00
Item D	**Final (100%) Plans, Special Provisions and Estimates**			
Printing and Reproduction				
	18 plan sheets @	10 sets @	$0.65	$117.00
	1 bid book @	10 sets @	$20.00	$200.00
Item E	**Project Administration, Coordination and Permits**			
Postage, Shipping, and Delivery				
	1 contract docs @	4 sets @	$20.000	$80.00
TOTAL:				**$623.40**

EXHIBIT A-3



Village of Buffalo Grove

Buffalo Grove High School
Arlington Heights Road Crosswalk Relocation Study

Proposed Crosswalk Relocation Concept Plan DRAFT

CIVILTECH

April 28, 2021

Attachment: AH RD crossing concept location map (O-2022-1 : Civiltech Design Contract Approval)

Ordinance No. O-2022-2 : Award of Bid Generator Maintenance & Needed Repairs

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends authorizing the Village Manager to execute a contract with Midwest Power Industry Inc., for generator maintenance and as need repairs in an amount not to exceed $30,600.00 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.), pending review and approval of the contract by the Village Attorney.

ATTACHMENTS:

- Generator Maintenance Memo (DOCX)
- Generator Maintenance Ordinance (DOCX)

Trustee Liaison	**Staff Contact**
Stein	Tom C. Wisniewski, Village Board

Monday, January 3, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: December 30, 2021

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

SUBJECT: Generator Maintenance & Needed Repairs

Recommendation

Staff recommends authorizing the Village Manager to execute a contract with Midwest Power Industry Inc., for generator maintenance and as need repairs in an amount not to exceed $30,600.00 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.), pending review and approval of the contract by the Village Attorney.

Background

The Village of Glenview led a MPI joint bid for annual generator maintenance and as needed repairs for seven communities including Buffalo Grove. The Village of Buffalo Grove has twenty-three generators located throughout the Village supporting facilities, lift stations, and water pumping stations. The generator maintenance services provided are considered preventative maintenance and aid in maintaining generator health and reliability when needed during power failures. Staff has reviewed the bid documents and recommends awarding to Midwest Power Industry Inc who is the lowest responsive and responsible bidder, in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.).

ORDINANCE 2022-____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH MIDWEST POWER INDUSTRY INC., FOR GENERATOR MAINTENANCE AND AS NEEDED REPAIRS

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

WHEREAS, the Village is a participant in the Municipal Partnering Initiative (MPI); and

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

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

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

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

SECTION 2. The Village Manager is authorized to execute a contract with Midwest Power Industry Inc., pending review and approval by the Village Attorney at a price not to exceed $30,600.00 per year in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.).

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

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

AYES: ____________________________________
NAYES: ____________________________________
ABSENT: ____________________________________
PASSED: ____________________________________, 2022
APPROVED: ________________________________, 2022

APPROVED:

____
Beverly Sussman, Village President

ATTEST:

____
Janet Sirabian, Village Clerk

Ordinance No. O-2022-3 : An Ordinance Amending Chapter 5.20 - Liquor Controls

Recommendation of Action

Staff recommends approval.

SUMMARY: The Class A liquor license issued to Chef Adam, Inc. d/b/a The Grove Banquets and Catering at 301 Weiland Road is hereby rescinded. The business has closed.

ATTACHMENTS:

- Ord Class A - rescind Chef Adam dba Grove Banquets (DOCX)

Trustee Liaison
Sussman

Staff Contact
Jessie Brown, Community Development

Monday, January 3, 2022	

Underlined = addition
~~Strikethroughs~~ = deletion
12/16/2021

ORDINANCE NO. 2022 -

AN ORDINANCE AMENDING CHAPTER 5.20 LIQUOR CONTROLS

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

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

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

A. Class A.

Licensee and d/b/a	Address
1. Luma, LLC d/b/a Lou Malnati's	85 South Buffalo Grove Road
2. Select Restaurants, Inc. d/b/a Countyline Tavern	800 Lake-Cook Road
3. 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. Chef Adam, Inc. d/b/a The Grove Banquets and Catering~~	~~301 Weiland Road~~
~~7.~~6. La Minita, Inc. d/b/a Mi Mexico Mexican Restaurant	220 N. Milwaukee Avenue
~~8.~~7. K1 Speed, Inc.	301 Hastings Lane
~~9.~~8. Leiserv, LLC d/b/a Bowlero – Buffalo Grove	350 McHenry Road
~~10.~~9. Le Presa Restaurant, Inc.	86 W. Dundee Road
~~11.~~10. BRI Incorporated d/b/a Sal & Tony's	48 Raupp Boulevard
~~12.~~11. Spyder Entertainment, Inc. d/b/a Traktir the 12 Chairs	1224 W. Dundee Road
~~13.~~12. Telugu Ruchulu of BG, LLC d/b/a Nawabi Hyderabad House Biryani Place	228 McHenry Road
~~14.~~13. Themi's Pizza, LLC d/b/a Giordano's of Buffalo Grove	270 McHenry Road

~~15.~~14. Yang Group, Inc. d/b/a Sushi Grove 154 McHenry Road

~~16.~~15. AAA Restaurant, Inc. d/b/a Flambe India 1155 McHenry Road #102B

~~17.~~16. TK Tavern, Inc. d/b/a Prairie House Tavern 2710 Main Street

~~18.~~17. WJN Golf, LLC d/b/a WJ Golf 401 Half Day Road

Section 2.

The Class A liquor license for Chef Adam, Inc. d/b/a The Grove Banquets and Catering-at 301 Weiland Road is hereby rescinded effective immediately.

A. This Section shall not be codified.

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

AYES: ______________________________

NAYS: ______________________________

ABSENT: ______________________________

PASSED: ______________________________, 2022

APPROVED: ______________________________, 2022

____
Beverly Sussman, Village President

ATTEST:

____
Janet M. Sirabian, Village Clerk

Ordinance No. O-2022-4 : Ordinance Approving an Intergovernmental Agreement with the State of Illinois for a Department of Commerce & Economic Opportunity Grant

Recommendation of Action

Staff recommends approval.

SUMMARY: The Village received a $91,000 grant towards the replacement of sidewalk in the Right-of-Way at various locations. An Intergovernmental Agreement is required to be approved by the Village Board to receive the funds.

ATTACHMENTS:

- Memo approve IGA DCEO $91k sidewalk grant (DOCX)
- 21-203399 Notice of Grant Award (PDF)
- Ordinance approve DCEO $91k sidewalk grant(DOCX)

Trustee Liaison	**Staff Contact**
Johnson	Darren Monico, Public Works

Monday, January 3, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: December 30, 2021

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: DCEO IGA for Sidewalk Repairs

The Village received a $91,000 grant towards the repair of sidewalk at various locations throughout the Village. An Intergovernmental Agreement is required to be approved by the Village Board to receive the funds.

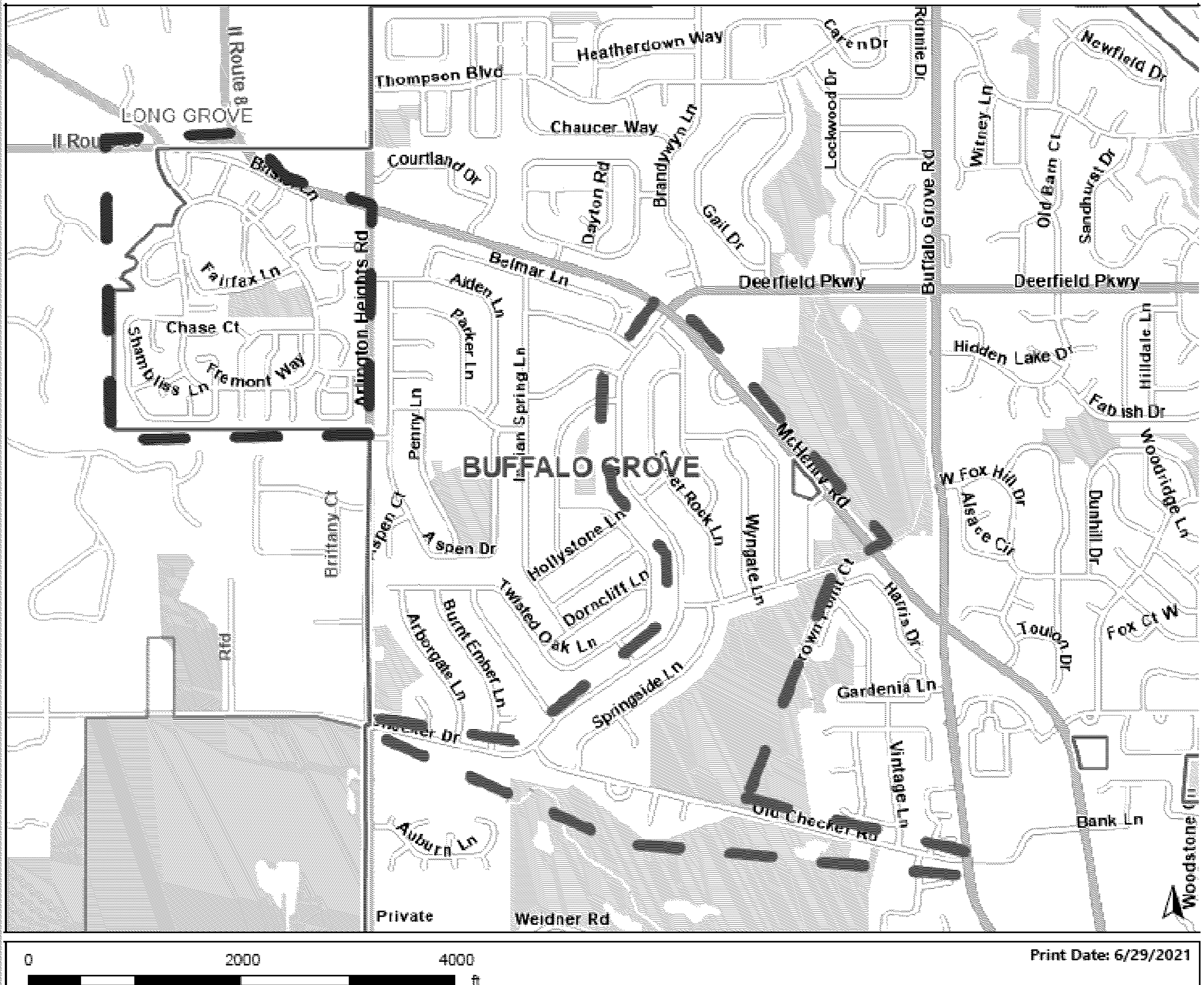
In 2019 staff submitted an extensive list of infrastructure priorities to state legislators. The Village of Buffalo Grove was approved for $1.45 million in grants through the Department of Commerce and Economic Opportunity (DCEO). These DCEO grants do not require a local match and the village is reimbursed once the final documentation is approved upon the projects completion. There are several approval stages for each grant and the final step is the approval of an intergovernmental agreement. Once executed by DCEO, the Village can begin construction work.

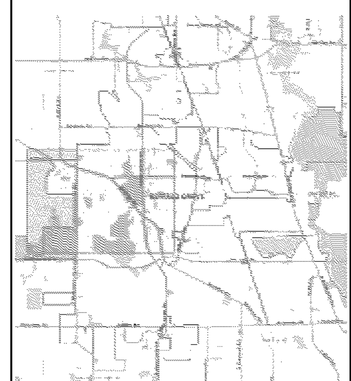
The list of DCEO grants awarded are listed below:

1. $60,000 for sidewalk additions near Ivy Hall Elementary School.
2. $150,000 for miscellaneous sidewalk installation.
3. $91,000 for miscellaneous sidewalk repairs.
4. $300,000 for capital improvements for Water Reservoir 6.
5. $300,000 for water main cleaning in the Chevy Chase neighborhood.
6. $300,000 for a bike path and boardwalk on Bordeaux Court.
7. $250,000 for native wetland restoration.

Staff recommends approval of the Intergovernmental Agreement for miscellaneous sidewalk repairs with the Department of Commerce and Economic Opportunity.

GISConsortium | 2022 Sidewalk Replacement Areas





Location Map

Approximate areas of 2022 sidewalk repairs and replacement.

Print Date: 6/29/2021

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

INTER-GOVERNMENTAL GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
Village of Buffalo Grove

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at **500 E Monroe St, Springfield, IL 62701**, and **Village of Buffalo Grove** (Grantee), with its principal office at **50 RAUPP BLVD**, **Buffalo Grove, IL 60089-2139**, and payment address (if different than principal office) at **N/A**, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. <u>DUNS Number; SAM Registration; Nature of Entity</u>. Under penalties of perjury, Grantee certifies that **074402751** is Grantee's correct DUNS Number, that n/a is Grantee's correct UEI, if applicable, that **362525051** is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

______	Individual	______	Pharmacy-Non Corporate
______	Sole Proprietorship	______	Pharmacy/Funeral Home/Cemetery Corp.
______	Partnership	______	Tax Exempt
______	Corporation (includes Not For Profit)	______	Limited Liability Company (select applicable tax classification)
______	Medical Corporation		
X	Governmental Unit	______	P = partnership
______	Estate or Trust	______	C = corporation

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. <u>Amount of Agreement</u>. Grant Funds shall not exceed **$91,000.00** of which **$0.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. <u>Identification Numbers</u>. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program

Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1758. The State Award Identification Number is 1758-30829.

1.4. Term. This Agreement shall be effective on **11/01/2021** and shall expire on **10/31/2023**, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: ______________________________
Signature of Sylvia I. Garcia, Acting Director

By: ______________________________
Signature of Designee

Date: ____________________

Printed Name: ____________________

Printed Title: ____________________
Designee

By: ______________________________
Signature of First Other Approver, if Applicable

Date: ____________________

Printed Name: ____________________

Printed Title: ____________________
Other Approver

By: ______________________________
Signature of Second Other Approver, if Applicable

Date: ____________________

Printed Name: ____________________

Printed Title: ____________________
Second Other Approver

____

VILLAGE OF BUFFALO GROVE

By: ______________________________
Signature of Authorized Representative

Date: ____________________

Printed Name: Beverly Sussman

Printed Title: Village President

Email: BSussman@vbg.org

ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of a jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Assistance Listings" has the same meaning as in 2 CFR 200.1.

"Assistance Listing Number" has the same meaning as in 2 CFR 200.1.

"Assistance Listing Program Title" has the same meaning as in 2 CFR 200.1.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget Period" has the same meaning as in 2 CFR 200.1.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Consolidated Year-End Financial Report" or "CYEFR" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"DUNS Number" means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"Generally Accepted Accounting Principles" or "GAAP" has the same meaning as in 2 CFR 200.1.

"GOMB" means the Illinois Governor's Office of Management and Budget.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Improper Payment" has the same meaning as in 2 CFR 200.1.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 2 CFR 200.1.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 2 CFR 200.1.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee or to subrecipients by SAM.

ARTICLE IV
PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A**, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. *See* 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. *See* 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI
BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Discretionary and Non-discretionary Line Item Transfers. Discretionary and non-discretionary line item transfers may only be made in accordance with 2 CFR 200.308 and 44 Ill. Admin. Code 7000.370. Neither discretionary nor non-discretionary line item transfers may result in an increase to the total amount of Grant Funds in the Budget unless Prior Approval is obtained from Grantor.

6.4. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A Grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. *See* 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. *See* 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. *See* 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control**. Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management**. Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. Federal Requirements. All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. Profits. It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.*, 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII
REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(u) **Illinois Works Review Panel**. For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX

CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. *See* 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI
LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334 or 44 Ill. Admin. Code 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. *See* 2 CFR 200.329 and 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. *See* 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost; and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. *See* 2 CFR 200.301 and 200.210.

ARTICLE XV
AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends $500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends $300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.3(a) and 15.3(b)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5. Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;

and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII
NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, or address. *See* 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the

Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX
STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI
CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or $106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV
INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV
LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A** through **G**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this Exhibit A, the Deliverables and Milestones listed on Exhibit B and the Performance Measures listed on Exhibit E within the term of this Agreement, as provided in paragraph 1.4, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing services to the residents in the Village of Buffalo Grove, IL.

Grant funds will cover costs associated with the removal and replacement of various deteriorating sidewalks within the municipal boundaries of Buffalo Grove. The sidewalk replacements will be located within two bounded sections of the Village. The first area includes The Crossings and Heritage Place subdivisions located west of Arlington Heights Road and south of McHenry Road. The second area includes Vintage and Insignia Point subdivisions located south and west of McHenry Road and east of Arlington Heights Road.

Specifically, Grant funds will be used for a portion of the “Paving/Concrete/Masonry” costs associated with the removal and replacement of concrete and related paving materials for the construction of the sidewalks.

The completion of this project will benefit the public by increasing public safety through the removal and replacement of deteriorating sidewalks.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

PAYMENT

Grantee shall receive $91,000.00 under this Agreement.

Enter specific terms of payment here:

The Award amount listed above is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement
Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Grantor is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of said change of address.

GRANTOR CONTACT

Name:	Scott Ladendorf
Title:	Grant Manager
Address:	500 E Monroe St Springfield, IL 62701
Phone:	217-785-9997
TTY#:	(800) 785-6055
Fax#:	N/A
Email Address:	Scott.Ladendorf@Illinois.gov

GRANTEE CONTACT

Name:	Darren Monico
Title:	Village Engineer
Address:	50 RAUPP BLVD Buffalo Grove, IL 60089-2139
Phone:	847-459-2523
TTY#:	N/A
Fax#:	
Email Address:	dmonico@vbg.org
Additional Information:	

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

Authorized Designee:	Darren Monico
Authorized Designee Title:	Village Engineer
Authorized Designee Phone:	847-459-2523
Authorized Designee Email:	dmonico@vbg.org

Authorized Designee Signature: ______________________

Authorized Signatory Approval: ______________________

Authorized Designee:	
Authorized Designee Title:	
Authorized Designee Phone:	
Authorized Designee Email:	

Authorized Designee Signature: ______________________

Authorized Signatory Approval: ______________________

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Michael Bland
Email: michael.bland@illinois.gov
Phone: 217-782-9991
Fax#: N/A

Address: 500 E Monroe St
Springfield, IL 62701

EXHIBIT E

PERFORMANCE MEASURES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

EXHIBIT F

PERFORMANCE STANDARDS

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

ICQ Section: 03 - Financial and Regulatory Reporting (2 CFR 200.327)
Conditions: Requires more detailed reporting;
Timeframe: One year.

ICQ Section: 05 - Cost Principles (2 CFR 200.400)
Conditions: Requires additional prior approvals; Requires more detailed reporting; Requires monthly reporting;
Timeframe: One year from the implementation of additional controls.

ICQ Section: 08 - Property Standards (2 CFR 200.310 - 316)
Conditions: Requires additional prior approvals;
Timeframe: One year from the implementation of corrective action.

ICQ Section: 11 - Fraud, Waste and Abuse
Conditions: Requires technical assistance including required training;
Timeframe: One year after implementation of corrective action.

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

ARTICLE XXVII
AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or **Exhibit D**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit D**. Without such notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit D**. If an Authorized Designee(s) appears on **Exhibit D**, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

28.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXIX
ADDITIONAL MONTORING PROVISIONS

29.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE XII, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement shall not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.7 of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to paragraphs 4.3 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in paragraphs 4.3 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

32.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in sub-paragraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XVI herein and any applicable rules.

ARTICLE XXXIII
ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

33.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

33.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.8.

ARTICLE XXXIV
ADDITIONAL MODIFICATION PROVISIONS

34.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor shall initiate such modifications, and Grantee shall be required to agree to the modification in writing as a condition of continuing the Grant. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A**, **B** and **E**).

34.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A**, **B** and **E**) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Award Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Award or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

ARTICLE XXXV
ADDITIONAL CONFLICT OF INTEREST PROVISIONS

35.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

35.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

ARTICLE XXXVI
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

36.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

36.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Exhibit C of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

(a) Cash payment of the entirety or a portion of the real property acquisition;

(b) Cash Payment of a down payment for the acquisition;

(c) Standard and commercially reasonable costs required to be paid at the acquisition closing (i.e., closing costs); or

(d) Payments to reduce the debt incurred by Grantee to purchase the real property.

ARTICLE XXXVII
APPLICABLE STATUTES

To the extent applicable, Grantor and Grantee shall comply with the following:

37.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

37.3. Historic Preservation Act (20 ILCS 3420/1 *et seq.*). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 *et seq.*). If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.5. Equal Pay Act of 2003 (820 ILCS 112 *et seq.*). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.6. Steel Products Procurement Act (30 ILCS 565 *et seq.*). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 *et seq.*).

37.7. Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award Activities to be performed under this Agreement.

37.8. Identity Protection Act (5 ILCS/179 *et seq.*) and Personal Information Protection Act (815 ILCS 530 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award Activities, the Grantee shall maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) Personal Information Defined. As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) Protection of Personal Information. The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award Activities and (i) not use any Personal Information for any purpose outside the scope of the Award Activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

(c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. Such safeguards shall be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this paragraph 37.8, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

38.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

38.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (ARTICLE XVI), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

39.1. Compliance With Applicable Law. The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

39.2. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Grantor upon request.

39.3. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

39.4. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

ARTICLE XL
REPORT DELIVERABLE SCHEDULE

40.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XV of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

40.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

December 2021

- Monthly Periodic Financial Report (12/30/2021) - Covering Period of 11/01/2021 - 11/30/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (12/30/2021) - Covering Period of 11/01/2021 - 11/30/2021; Send To: Grant Manager

January 2022

- Monthly Periodic Financial Report (01/31/2022) - Covering Period of 12/01/2021 - 12/31/2021; Send To: Grant Manager
- Monthly Periodic Performance Report (01/31/2022) - Covering Period of 12/01/2021 - 12/31/2021; Send To: Grant Manager

March 2022

- Monthly Periodic Financial Report (03/02/2022) - Covering Period of 01/01/2022 - 01/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (03/02/2022) - Covering Period of 01/01/2022 - 01/31/2022; Send To: Grant Manager
- Monthly Periodic Financial Report (03/30/2022) - Covering Period of 02/01/2022 - 02/28/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (03/30/2022) - Covering Period of 02/01/2022 - 02/28/2022; Send To: Grant Manager

May 2022

- Monthly Periodic Financial Report (05/02/2022) - Covering Period of 03/01/2022 - 03/31/2022; Send To: Grant Manager
- Monthly Periodic Performance Report (05/02/2022) - Covering Period of 03/01/2022 - 03/31/2022; Send To: Grant Manager
- Monthly Periodic Financial Report (05/30/2022) - Covering Period of 04/01/2022 - 04/30/2022; Send To: Grant Manager

• Monthly Periodic Performance Report (05/30/2022) - Covering Period of 04/01/2022 - 04/30/2022; Send To: Grant Manager

June 2022

• Monthly Periodic Financial Report (06/30/2022) - Covering Period of 05/01/2022 - 05/31/2022; Send To: Grant Manager
• Monthly Periodic Performance Report (06/30/2022) - Covering Period of 05/01/2022 - 05/31/2022; Send To: Grant Manager

August 2022

• Monthly Periodic Financial Report (08/01/2022) - Covering Period of 06/01/2022 - 06/30/2022; Send To: Grant Manager
• Monthly Periodic Performance Report (08/01/2022) - Covering Period of 06/01/2022 - 06/30/2022; Send To: Grant Manager
• Monthly Periodic Financial Report (08/30/2022) - Covering Period of 07/01/2022 - 07/31/2022; Send To: Grant Manager
• Monthly Periodic Performance Report (08/30/2022) - Covering Period of 07/01/2022 - 07/31/2022; Send To: Grant Manager

September 2022

• Monthly Periodic Financial Report (09/30/2022) - Covering Period of 08/01/2022 - 08/31/2022; Send To: Grant Manager
• Monthly Periodic Performance Report (09/30/2022) - Covering Period of 08/01/2022 - 08/31/2022; Send To: Grant Manager

October 2022

• Monthly Periodic Financial Report (10/31/2022) - Covering Period of 09/01/2022 - 09/30/2022; Send To: Grant Manager
• Monthly Periodic Performance Report (10/31/2022) - Covering Period of 09/01/2022 - 09/30/2022; Send To: Grant Manager

November 2022

• Monthly Periodic Financial Report (11/30/2022) - Covering Period of 10/01/2022 - 10/31/2022; Send To: Grant Manager
• Monthly Periodic Performance Report (11/30/2022) - Covering Period of 10/01/2022 - 10/31/2022; Send To: Grant Manager

December 2022

• Monthly Periodic Financial Report (12/30/2022) - Covering Period of 11/01/2022 - 11/30/2022; Send To: Grant Manager
• Monthly Periodic Performance Report (12/30/2022) - Covering Period of 11/01/2022 - 11/30/2022; Send To: Grant Manager

January 2023

• Monthly Periodic Financial Report (01/30/2023) - Covering Period of 12/01/2022 - 12/31/2022; Send To: Grant Manager

• Monthly Periodic Performance Report (01/30/2023) - Covering Period of 12/01/2022 - 12/31/2022; Send To: Grant Manager

March 2023

• Monthly Periodic Financial Report (03/02/2023) - Covering Period of 01/01/2023 - 01/31/2023; Send To: Grant Manager
• Monthly Periodic Performance Report (03/02/2023) - Covering Period of 01/01/2023 - 01/31/2023; Send To: Grant Manager
• Monthly Periodic Financial Report (03/30/2023) - Covering Period of 02/01/2023 - 02/28/2023; Send To: Grant Manager
• Monthly Periodic Performance Report (03/30/2023) - Covering Period of 02/01/2023 - 02/28/2023; Send To: Grant Manager

May 2023

• Monthly Periodic Financial Report (05/01/2023) - Covering Period of 03/01/2023 - 03/31/2023; Send To: Grant Manager
• Monthly Periodic Performance Report (05/01/2023) - Covering Period of 03/01/2023 - 03/31/2023; Send To: Grant Manager
• Monthly Periodic Financial Report (05/30/2023) - Covering Period of 04/01/2023 - 04/30/2023; Send To: Grant Manager
• Monthly Periodic Performance Report (05/30/2023) - Covering Period of 04/01/2023 - 04/30/2023; Send To: Grant Manager

June 2023

• Monthly Periodic Financial Report (06/30/2023) - Covering Period of 05/01/2023 - 05/31/2023; Send To: Grant Manager
• Monthly Periodic Performance Report (06/30/2023) - Covering Period of 05/01/2023 - 05/31/2023; Send To: Grant Manager

July 2023

• Monthly Periodic Financial Report (07/31/2023) - Covering Period of 06/01/2023 - 06/30/2023; Send To: Grant Manager
• Monthly Periodic Performance Report (07/31/2023) - Covering Period of 06/01/2023 - 06/30/2023; Send To: Grant Manager

August 2023

• Monthly Periodic Financial Report (08/30/2023) - Covering Period of 07/01/2023 - 07/31/2023; Send To: Grant Manager
• Monthly Periodic Performance Report (08/30/2023) - Covering Period of 07/01/2023 - 07/31/2023; Send To: Grant Manager

October 2023

• Monthly Periodic Financial Report (10/02/2023) - Covering Period of 08/01/2023 - 08/31/2023; Send To: Grant Manager
• Monthly Periodic Performance Report (10/02/2023) - Covering Period of 08/01/2023 - 08/31/2023; Send To: Grant Manager

• Monthly Periodic Financial Report (10/30/2023) - Covering Period of 09/01/2023 - 09/30/2023; Send To: Grant Manager
• Monthly Periodic Performance Report (10/30/2023) - Covering Period of 09/01/2023 - 09/30/2023; Send To: Grant Manager

November 2023

• Monthly Periodic Financial Report (11/30/2023) - Covering Period of 10/01/2023 - 10/31/2023; Send To: Grant Manager
• Monthly Periodic Performance Report (11/30/2023) - Covering Period of 10/01/2023 - 10/31/2023; Send To: Grant Manager

December 2023

• End of grant Closeout Financial Report (12/15/2023) - Covering Period of 11/01/2021 - 10/31/2023; Send To: Grant Manager
• End of grant Closeout Performance Report (12/15/2023) - Covering Period of 11/01/2021 - 10/31/2023; Send To: Grant Manager

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and ARTICLE XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

41.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

41.3. Projects Requiring External Sign-offs.

(1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING

	Illinois State Historic Preservation Office		
	Illinois Dept. of Agriculture		
	Illinois Dept. of Natural Resources		
	Illinois Environmental Protection Agency		
X	NONE APPLICABLE		

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

(2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq*.

(3) External Sign-Off Provisions:

a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.

b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.

c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR**

OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.

d.) If external sign-offs are indicated in this paragraph 41.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 41.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

41.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq*.). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

41.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of $500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (*see* 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

41.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq*.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

41.7. Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq*.) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the

State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

ARTICLE XLII
BOND FUNDED GENERAL GRANT PROVISIONS

42.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

ORDINANCE 2022-____

AN ORDINANCE AUTHORIZING AN INTERGOVERMENTAL AGREEMENT WITH THE STATE OF ILLINOIS AND THE DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY RELATING TO A $91,000 SIDEWALK GRANT FOR THE VILLAGE OF BUFFALO GROVE

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

WHEREAS, the Village seeks to enter into an Intergovernmental Agreement with the State of Illinois and the Department of Commerce and Economic Opportunity relating to a $91,000 sidewalk grant for the Village of Buffalo Grove.

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

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

SECTION 2. The Village Manager is authorized to enter into an Intergovernmental Agreement with the State of Illinois and the Department of Commerce and Economic Opportunity relating to a $91,000 sidewalk grant for the Village of Buffalo Grove, pending review and approval by the Village Attorney.

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

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

AYES: ____________________________________
NAYES: ___________________________________
ABSENT: __________________________________
PASSED: __________________________________, 2022
APPROVED: ________________________________, 2022

APPROVED:

____
Beverly Sussman, Village President

ATTEST:

____
Janet Sirabian, Village Clerk

Ordinance No. O-2022-5 : Ordinance Amending Chapter 10 of the Village of Buffalo Grove Municipal Code

Recommendation of Action

Staff recommends approval.

SUMMARY: An Ordinance proposing several updated or new traffic ordinances due to the completion of the Lake Cook Road, Buffalo Grove, and Weiland Road major road construction projects.

ATTACHMENTS:

- Major Road vehicle movements ord update memo 21-1228 (DOCX)
- Ord major road sign update 21-1214 (DOCX)
- Major Road vehicle movements ord update map (PDF)

Trustee Liaison
Johnson

Staff Contact
Darren Monico, Public Works

Monday, January 3, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: December 28, 2021

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Proposed Changes to the Traffic Ordinance

With the substantial completion of the Lake Cook Road, Buffalo Grove Road, and the Weiland Road projects, the Public Works Department reviewed changes to vehicle turning restrictions and traffic signs that need to be codified. These projects all comprised major construction and resulted in geometric changes to these roads and the surrounding access drives and intersections. Several sections within the Traffic Ordinance were added, removed, or changed to reflect the completion of these projects. In addition, a few other sections such as adding the Aptakisic Road speed limit have been added.

There are no new costs associated with these changes as they are included within the cost of the major project improvements.

Staff recommends approving these Traffic Ordinance updates.

ORDINANCE NO. 2022 - ________

AN ORDINANCE AMENDING CHAPTER 10 OF THE
VILLAGE OF BUFFALO GROVE MUNICIPAL CODE

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

WHEREAS, in order to provide safe and efficient traffic flow along Weiland Road, Lake Cook Road, and Buffalo Grove Road, the below road signs or turning restrictions have been installed, adjusted or removed due to recent construction; and,

WHEREAS, the recommendations of the Village Engineer have been presented to the Corporate Authorities.

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

Section 1: Sections 208, 601, 710, and 1204 of Chapter BG-11 of Title 10 of the Village of Buffalo Grove Municipal Code is hereby amended by adding thereto the following portions as shown by the underlined and highlighted text and removing the following portions as shown by the ~~struck through~~ text below as follows:

~~BG-11-208(A) Reserved.~~

~~BG-11-208(B) Turning restriction—Illinois Route 83 and Grove Point Shopping Center north driveway intersection.~~

~~No vehicle or combination of vehicles shall turn left from the north driveway at the Grove Point Shopping Center onto the southbound lane of Illinois Route 83 nor shall enter such driveway from Illinois Route 83.~~

~~BG-11-208(C) Turning restriction—Town Center Shopping Center driveway intersection.~~

~~No vehicle or combination of vehicles shall either turn left from the driveway at the Town Center Shopping Center onto the eastbound lane of Lake-Cook Road nor shall enter such driveway from eastbound Lake-Cook Road.~~

~~(Ord. 89-48 § 1, 1989).~~

BG-11-208(~~D~~A) Turning restriction—Highland Oaks Shopping Center driveway intersection.

No vehicle or combination of vehicles shall either turn left from the driveway at the Highland Oaks Shopping Center onto the westbound lane of Deerfield Parkway nor shall enter such driveway from eastbound Deerfield Parkway.

~~BG-11-208(E) Turning restriction—Seigle's Building Center driveway intersection.~~

~~No vehicle or combination of vehicles shall either turn left from the driveway at the Seigle's Building Center onto the southbound lane of Illinois Route 83 nor shall enter such driveway from southbound Illinois Route 83.~~

BG-11-208(~~F~~B) U-Turns.

The following locations in Buffalo Grove are prohibited from making U-turns:

All traffic proceeding on the route and direction noted in Column A shall be prohibited from making a U-turn at the intersections noted in Column B.

A	B
Southbound Buffalo Grove Road	Port Clinton Road
Southbound Buffalo Grove Road	Brandywyn Lane
~~Southbound Buffalo Grove Road~~	~~Thompson Boulevard~~
~~Northbound Buffalo Grove Road~~	~~Birchwood Lane~~
Northbound Buffalo Grove Road	End of curbed island east of Whispering Oaks Drive
Northbound Buffalo Grove Road	Sandalwood Road
Westbound Half Day Road	Prairie Road

BG-11-208(~~G~~C) Turning restriction—Creekside Commons Shopping Center.

No vehicle or combination of vehicles shall turn left from the driveways at the Creekside Commons Shopping Center onto the eastbound lane of Deerfield Parkway.

BG-11-208(~~H~~D) Turning restriction—Church Road at St. Mary's Church.

No vehicle or combination of vehicles shall turn left from westbound Church Road into the St. Mary's Church parking lot between the hours of seven a.m. to eight a.m. and two p.m. to three p.m. school days.

BG-11-208(~~I~~E) Turning restriction—Fremont Way at commercial driveway.

No vehicles or combination of vehicles shall turn right from the southbound commercial driveway onto westbound Fremont Way.

BG-11-208(~~K~~F) Turning restriction—Illinois Route 22 at Easton Avenue.

No vehicles or combination of vehicles shall turn left from eastbound Illinois Route 22 onto northbound Easton Avenue between the hours of 6:00 a.m. to 9:00 a.m., weekdays.

BG-11-208(~~L~~G) Turning restriction—Fire Station #27 driveway at Easton Avenue.

No vehicles or combination of vehicles shall turn left from the eastbound Fire Station driveway onto northbound Easton Avenue between the hours of 6:00 a.m. to 9:00 a.m., weekdays.

~~**BG-11-208(N) Reserved.**~~

~~Editor's note(s)—Sec. 1Editor's note(s)— of Ord. No. 2020-007, adopted Jan. 21, 2020, deleted § BG-11-208(N), which pertained to a Turning restriction—Armstrong Drive at Lexington Drive, and derived from Ord. 99-58, 1999; Ord. 97-42, 1997; and Ord. No. 2014-7, adopted Jan. 20, 2014.~~

~~**BG-11-208(O) Reserved.**~~

~~Editor's note(s)—Ord. No. 2014-28, § 1Editor's note(s)—, adopted April 7, 2014, repealed § BG-11-208(O) in its entirety. Former § BG-11-208(O) pertained to Turning restriction—Buffalo Grove Road at Butternut Drive and Foxford Drive and was derived from Ord. 98-42 § 1Editor's note(s)—, adopted 1998.~~

~~**BG-11-208(P) Reserved.**~~

~~Editor's note(s)—Sec. 2Editor's note(s)— of Ord. No. 2020-007, adopted Jan. 21, 2020, deleted § BG-11-208(P), which pertained to a Turning restriction—Armstrong Drive at office driveway and onto westbound Armstrong Drive, and derived from Ord. 99-36, 1999; and Ord. No. 2014-7, adopted Jan. 20, 2014.~~

BG-11-208(~~Q~~H) Turning restriction—Cooper Middle School driveways.

No vehicles or combination of vehicles (except buses) shall turn left from eastbound Plum Grove Circle into the Cooper School east entrance driveway between the hours of 8:00 a.m. and 9:00 a.m. and 3:00 p.m. and 4:00 p.m., school days, nor shall they turn left from the Cooper School west exit driveway onto eastbound Plum Grove Circle between the hours of 8:00 a.m. and 9:00 a.m. and 3:00 p.m. and 4:00 p.m., school days.

~~BG-11-208(R) Turning restriction—Weiland Road and Schwind Crossing driveway intersection.~~

~~No vehicle or combination of vehicles shall neither turn left from the driveway at the Schwind Crossing onto the southbound lane of Weiland Road nor shall enter the driveway from southbound Weiland Road.~~

BG-11-208(~~S~~I) Turning restriction—Buffalo Grove Bank & Trust driveway.

No vehicles or combination of vehicles shall turn left from westbound Old Checker Road into the Buffalo Grove Bank & Trust driveway.

BG-11-208(~~T~~J) Turning restriction—Buffalo Grove High School exits to Arlington Heights Road.

No vehicle or combination of vehicles shall turn left from the south Buffalo Grove High School exit driveway onto the southbound lane of Arlington Heights Road between the hours of 7:00 a.m. and 8:00 a.m. and 2:00 p.m. and 3:00 p.m., school days, and no vehicle or combination of vehicles shall turn left from the north Buffalo Grove High School driveway onto the southbound lane of Arlington Heights Road between the hours of 7:00 a.m. and 8:00 a.m. and 2:00 p.m. and 3:15 p.m., school days.

BG-11-208(~~U~~K) Turning restriction – Tripp Elementary School northern entrance on Highland Grove Drive.

No vehicles or combination of vehicles (except buses) shall turn left from northbound Highland Grove Drive into the Tripp Elementary School's northernmost entrance driveway between the hours of 3:00 p.m. and 3:45 p.m. on school days.

BG-11-208(~~V~~L) Turning restriction—Earl Pritchett Elementary School driveway.

No vehicles or combination of vehicles (except buses) shall turn left from northbound Horatio Boulevard into the Pritchett Elementary School north entrance driveway between the hours of 8:40 a.m. and 9:10 a.m. and 3:30 p.m. and 3:50 p.m., school days, nor shall they turn left from the Earl Pritchett Elementary School south exit driveway onto northbound Horatio Boulevard between the hours of 8:40 a.m. and 9:10 a.m. and 3:30 p.m. and 3:50 p.m., school days.

BG-11-208(~~W~~M) Turning restriction—First Street and Easton Avenue intersection.

No vehicle or combination of vehicles shall turn right from southbound First Street onto westbound Easton Avenue between the hours of 3:00 p.m. to 6:00 p.m., Monday through Thursday.

BG-11-208(~~X~~N) Turning restriction—Main Street and Easton Avenue intersection.

No vehicle or combination of vehicles shall turn right from southbound Main Street onto westbound Easton Avenue between the hours of 3:00 p.m. to 6:00 p.m., Monday through Thursday.

BG-11-208(~~Y~~O) Turning restriction—Prairie Road and Brockman Avenue.

No vehicle or combination of vehicles shall turn right from northbound Prairie Road onto eastbound Brockman Avenue between the hours of 6:00 a.m. to 9:00 a.m. and between the hours of 3:00 p.m. to 6:00 p.m., Weekdays, except buses, or shall turn left, from southbound Prairie Road onto eastbound Brockman Avenue between the hours of 6:00 a.m. to 9:00 a.m., Weekdays except buses.

BG-11-208(P) Turning restriction—Weiland Road and Old Weiland Road.

No vehicle or combination of vehicles shall neither turn left from Old Weiland Road to southbound Weiland Road nor From Southbound Weiland Road onto Old Weiland Road.

BG-11-208(Q) Turning restriction—Weiland Road and St. Mary's Parkway.

No vehicle or combination of vehicles shall either enter onto westbound St. Mary's Parkway from westbound Weiland Road nor travel from eastbound St. Mary's Parkway onto eastbound Weiland Road.

BG-11-208(R) Turning restriction—Weiland Road and Deerfield Parkway.

No vehicle or combination of vehicles shall turn right on a red light onto westbound Deerfield Parkway from southbound Weiland Road on school days when children are present.

BG-11-208(S) Turning restriction—Weiland Road and Aptakisic Road.

No vehicle or combination of vehicles shall turn right on a red light onto eastbound Aptakisic Road from northbound Weiland Road except from the right lane,

BG-11-208(T) Turning restriction—Buffalo Grove Road and Lake Cook Road.

No vehicle or combination of vehicles shall turn right on a red light onto westbound Lake Cook Road from southbound Buffalo Grove Road on school days when children are present.

BG-11-208(U) Turning restriction—Weiland Road and Lake Cook Road.

No vehicle or combination of vehicles shall turn right on a red light onto eastbound Lake Cook Road from northbound Weiland Road.

BG-11-208(V) Turning restriction—St. Mary's Parkway and Buffalo Grove Road.

No vehicle or combination of vehicles shall turn right on a red light onto southbound Buffalo Grove Road from eastbound St. Mary's Parkway.

Article VI. Speed Restrictions

BG-11-601(b) Speed limits.

The maximum speed limit in the Village shall be twenty-five miles per hour (25 mph) on all streets except as hereinafter set forth.

(1) The maximum speed limit on the following streets shall be fifty-five miles per hour (55 mph): (NONE)

(2) The maximum speed limit on the following streets shall be fifty miles per hour (50 mph): (NONE)

(3) The maximum speed limit on the following streets shall be forty-five miles per hour (45 mph):

Street Name	From	To
Arlington Heights Road	Lake-Cook Road	Illinois Route 83
Illinois Route 83	Lake-Cook Road	South Village Limits
Lake-Cook Road	Arlington Heights Road	Weiland Road
Old Arlington Heights Road	Dundee Road	Arlington Heights Road
Illinois Route 83	South Village Limits	North Village Limits
Illinois Route 22	800' west of Prairie Road	West Village Limits
Aptakisic Road	West Village Limits	East Village Limits

(4) The maximum speed limit on the following streets shall be forty miles per hour (40 mph):

Street Name	From	To
Deerfield Parkway	Weiland Road	Milwaukee Avenue
Deerfield Parkway	Buffalo Grove Road	Weiland Road
Buffalo Grove Road	Illinois Route 83	Deerfield Parkway
Illinois Route 22	800' west of Prairie Road	East Village Limits
Weiland Road	Lake-Cook Road	Aptakisic Road
Port Clinton Road	Main Street	Prairie Road
Deerfield Parkway	Weiland Road	Buffalo Grove Road
Buffalo Grove Road	Old Checker Road	Main Street
Prairie Road	Illinois Route 22	South Village Limits
Prairie Road	South lot line of 2900 Roslyn Lane	Port Clinton Road
Deerfield Parkway	Busch Parkway	Milwaukee Avenue

(5) The maximum speed limit on the following streets shall be thirty-five miles per hour (35 mph):

Street Name	From	To
Arlington Heights Road	Dundee Road	Lake-Cook Road
Deerfield Parkway	Illinois Route 83	700’ east of Larraway Drive
Buffalo Grove Road	North Main Street	North Village Limits
Buffalo Grove Road	Lake-Cook Road	South Village Limits
Old Checker Road	Checker Road	Buffalo Grove Road
~~Dundee Road~~	~~Old Arlington Heights Road~~	~~West Village Limits~~
Dundee Road	East Village Limits	West Village Limits

(6) The maximum speed limit on the following streets shall be thirty miles per hour (30 mph):

Street Name	From	To
Arlington Heights Road	Illinois Route 83	North Limit

Armstrong Drive	Lexington Drive	Hastings Drive
Asbury Drive	Barclay Boulevard	Corporate Grove Drive
Barclay Boulevard ~~within corporate limits~~	North Village Limits	Deerfield Parkway
Buffalo Grove Road	Old Checker Road	Lake-Cook Road
Corporate Grove Drive	Barclay Boulevard	Busch Parkway
Lexington Drive	Lake-Cook Road	Armstrong Drive
Port Clinton Road	Buffalo Grove Road	Acacia Terrace
Prairie Road	South lot line of 2900 Roslyn Lane	South Village Limits
Prairie Road	Route 22	North Village Limits

Article VII. Restrictions

~~**BG-11-710 One-way driveway—South school driveway on Weiland Road.**~~ – Reserved.

~~Vehicles or combination of vehicles shall only travel eastbound from Weiland Road to the school property.~~

~~(Ord. 2002-26 § 1, 2002)~~

Article XII. Special Stops Required

BG-11-1204b Stop intersections.

The following streets in Buffalo Grove are "STOP" sign intersections.

All traffic proceeding on streets listed in Column A—Stop Streets, shall stop before entering in or across the intersections listed in Column B—location.

A	B
Aptakisic Road	
Pet Lane	Aptakisic Road
Joseph Court	Aptakisic Road
Twin Oaks Boulevard	Aptakisic Road
Buffalo Grove Road	
~~Thompson Boulevard~~	~~Buffalo Grove Road~~
~~Checker Road~~	~~Buffalo Grove Road~~
~~Butternut Avenue~~	~~Buffalo Grove Road~~
~~Whispering Oaks Drive~~	~~Buffalo Grove Road~~
Port Clinton	Buffalo Grove Road
Highlands Subdivision	
~~Pauline Avenue~~	~~Weiland Road~~
Weiland Road	
Abbott Court	Weiland Road
Armstrong Drive	Weiland Road
Cobbler Lane	Weiland Road
Depot Place	Weiland Road
Marvin's Way	Weiland Road
Old Weiland Road	Weiland Road
Pope Avenue	Weiland Road

Section 2: Any person violating any portion of this Chapter shall be punished according to the provisions of Chapter 1.08 of the Buffalo Grove Municipal Code.

Section 3: This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law. This Ordinance may be published in pamphlet form.

AYES: ____

NAYES: ____

ABSENT: ____

PASSED: ________________________, 2022

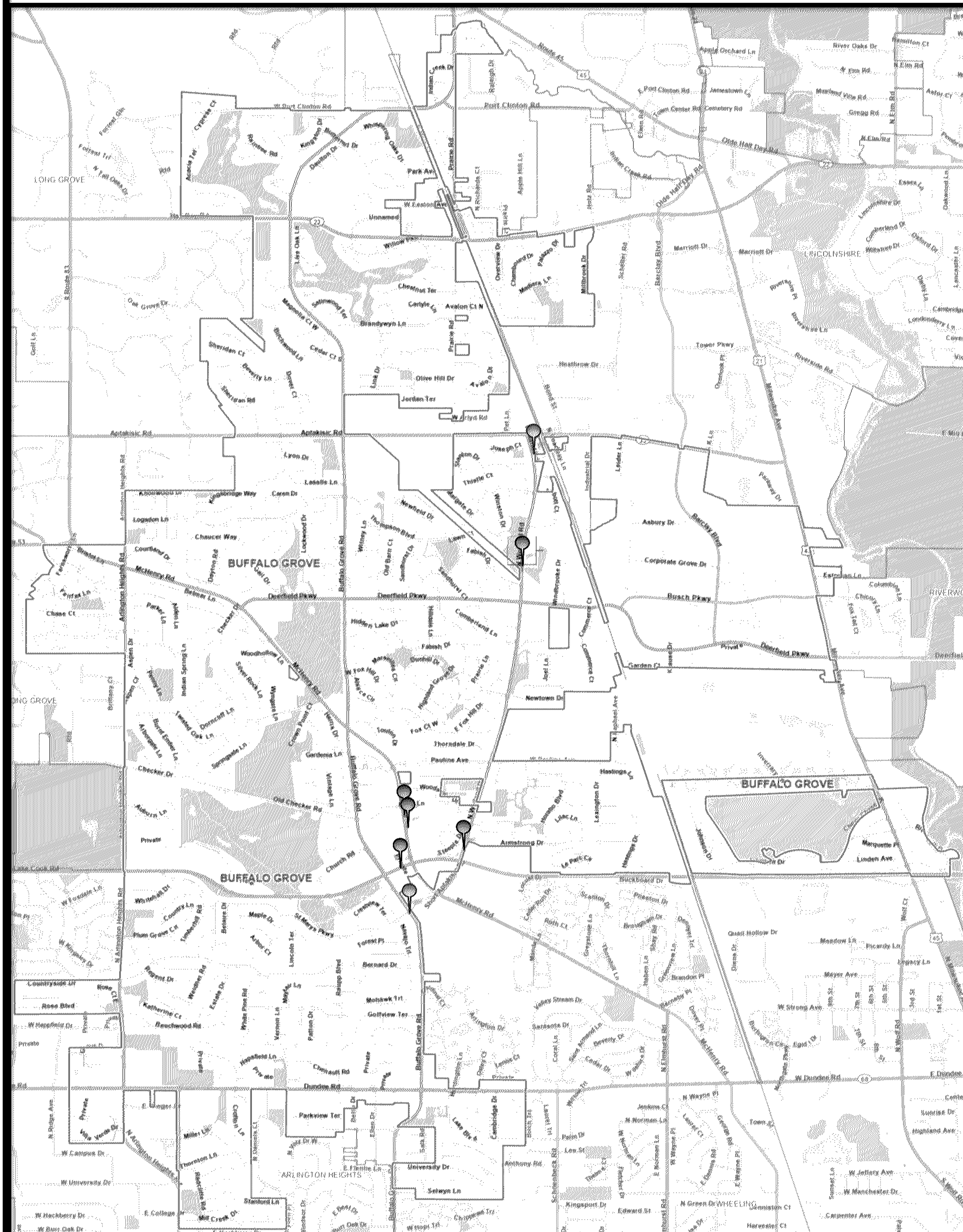
APPROVED: _____________________, 2022

ATTEST: APPROVED:

_____________________ _______________________

Village Clerk Village President

POST-CONSTRUCTION TURNING RESTRICTION CHANGES



0 1.5 3 mi

Print Date: 11/19/2021

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Notes

- Turning restrictions no longer needed
- Turning restrictions added

Attachment: Major Road vehicle movements ord update map (O-2022-5 : Amend Traffic Ordinance)

Ordinance No. O-2022-6 : Ordinance Authorizing the Purchase of Compx 300 Series Elock Medication Vaults from Compx Security Products

Recommendation of Action

Staff recommends approval.

The Fire department uses CompX Medication vaults in one of the ambulances and has the software management infrastructure to support the units. Staff recommends that the Village Board waive bids and authorize staff to purchase fourteen medication vaults from CompX, including installation by FSI, in an amount not to exceed $28,191.02.

ATTACHMENTS:

- Waive of Bid Memo - Med Vault MB (DOCX)
- Waive Bids Ordinance (DOCX)
- Quote 17847R4 (PDF)
- FSI-CompX Installation (PDF)

Trustee Liaison	**Staff Contact**
Johnson	Mike Baker, Fire

Monday, January 3, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: December 23,2021

TO: Dane Bragg, Village Manager

FROM: Mike Baker, Fire Chief/EMA Director

SUBJECT: Waiver of Bids and Authorization to Purchase - Medication Vaults

Background Information

Staff requests authorization to waive bids and purchase fourteen CompX 300 Series eLock Medication vaults at $24,726.02. Currently, the Fire department uses CompX Medication vaults in one of the ambulances and has the software management infrastructure to support the units. The medication vaults will be installed in the remaining advanced life support vehicles (11) and fire station offices (3) to maintain compliance with Northwest Community Hospital and Federal Drug Enforcement Agency policies related to the storage of controlled substances. CompX is a local vendor located in Grayslake, IL, and has provided excellent support during the implementation of the existing unit.

Fire Service Incorporated (FSI), who installed the first medication vault, will complete the installation of 11 medication vaults in the fire department vehicles. The cost of this installation is in an amount not to exceed $3,465.00.

Recommendation

It is recommended that the Village Board waive bids and authorize staff to purchase medication vaults from CompX Security Products, including installation by FSI, for a total amount not to exceed $28,191.02. The funding for this request was approved as part of the 2022 Fire Department budget.

ORDINANCE 2022-____

AN ORDINANCE AUTHORIZING THE PURCHASE OF COMPX 300 SERIES ELOCK MEDICATION VAULTS FROM COMPX SECURITY PRODUCTS

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

WHEREAS, the Village of Buffalo Grove Fire Department has performed testing and determined that "CompX 300 Series eLock Medication vaults" from CompX Security Products provides the best value for the storage of controlled substances on advanced life support vehicles and maintains compliance with Northwest Community Hospital and Federal Drug Enforcement Agency policies.

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

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

SECTION 2. The Village Board hereby waives bidding requirements and authorizes The Village Manager to procure "CompX 300 Series eLock Medication vaults" from CompX Security Products at a price not to exceed $28,191.02

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

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

AYES: ____________________________________
NAYES: ___________________________________
ABSENT: __________________________________
PASSED: _________________________________, 2022
APPROVED: ______________________________, 2022

APPROVED:

____
Beverly Sussman, Village President

ATTEST:

____
Janet Sirabian, Village Clerk

CompX SECURITY PRODUCTS

eLock Quotation

United States
715 Center Street
Grayslake, IL 60030
Phone 847.752.2500
Fax 847.752.2419

Buffalo Grove Fire Department
1051 Highland Grove
Buffalo Grove, IL 60089
Attn: Tina Hayes - 847-537-0995

Quote #: 17847R4
Date: 12/1/2021
Quote Expires: 3/1/2022

All prices are F.O.B. Grayslake, IL unless otherwise noted

We are pleased to submit the following quotation for your consideration

Item Number	Description	Quantity	Unit Price	Total Price
WS-PRKP-NARC-SM	300 Series eLock, Wi-Fi, HID Prox/alpha-numeric keypad eLock installed on compact narcotics box.	11	$ 1742.93	$19172.23
WS-PRKP-NARC-SM-AC	300 Series eLock, Wi-Fi, HID Prox/alpha-numeric keypad eLock installed on compact narcotics box includes AC adapter.	3	$ 1742.93	$ 5228.79
TECH-SUPPORT	Recommended Annual Service Contract, includes technical support and software updates	1	$ 325.00	$ 325.00
			Grand Total:	**$24726.02**

Delivery: 2 weeks based on current workload

Thank you for considering the CompX eLock

Aaron McMahon
CompX Security Products
847-226-2555
amcmahon@compx.com

CompX eLock
7402-03-A1-WR2

Attachment: Quote 17847R4 (O-2022-6 : Waiver of Bids and Authorization to Purchase - Medication Vaults)

STANDARD TERMS AND CONDITIONS

(1) PAYMENT TERMS: Tooling terms (if applicable) are ½ down upon placement of purchase order; balance due upon approval of tooled samples. Trade Sales terms are Net 30 days from date of invoice.

(2) GENERAL BASIS FOR PRICE QUOTATION: Price quotation on blanket orders is based on the total quantity of any one type of lock ordered and the schedule shown below. All prices are subject to change in 60 days from the date of quotation.

(3) SHIPPING SCHEDULE: Our normal shipping schedule for the locks ordered in various quantities is as follows:

	Blanket Order Quantity Total	Minimum Equal # Of Releases Per Blanket	Duration Period For Total Shipment Of Order	
	100 - 500	1	6 Months	
	500 - 2,500	2	6 Months	
	2,500 - 5,000	3	6 Months	
	5,000 - 10,000	4	6 Months	
	10,000+	Per Quotation - See Front Side		

(4) PRICE REVIEW: Orders, or balances of orders, still due after 6 months from their date, shall be subject to a price review.

(5) CHANGES IN SHIPPING SCHEDULE: The entire quantity shall initially be scheduled by agreement. Schedules may be changed during the period with appropriate advance notice to accommodate the customer's requirements. However, the entire order must be shipped and billed at the end of the order duration period (order completion time from 1st shipment).

(6) CANCELLATION: If all or part of an order is cancelled before the locks are completed, the customer will be responsible for all special parts and assemblies on hand at time of completion. The customer will also be liable for higher prices on those locks already shipped and invoiced, if the cancellation drops the order into a lower-quantity--higher-price category per CompX's existing price schedule for that particular lock.

(7) DELAYED SHIPMENTS: If any work or shipment of the Goods is delayed by or at the request of Buyer, Seller may demand payment based on the purchase price and the percentage of completion as determined by Seller, and payment covering Seller's increased costs as a result of the delays. Any payment of the purchase price not paid by Buyer when due shall be assessed a late payment charge of 2% per month of the overdue payment from its due date until paid.

(8) TOOLS, DIES, ETC.: When tools, dies, etc., are furnished or made by CompX, as well as fixtures or materials necessary for the manufacture of goods ordered, the terms are net. Said tools, etc. remain the property of CompX and unless initially agreed upon otherwise shall be kept in repair without charge to the customer for normal repairs and upkeep for the reasonable life expectancy of said tools.

(9) QUANTITIES: When special key numbers are requested, all quotations are based on customer accepting over-run or under-run on each individual item not exceeding 7% of quantities ordered. Where closer control or quantity is required, special arrangements must be made.

(10) DELIVERIES: Every effort will be made to fill orders within the time promised. CompX does not assume responsibility for any damages growing out of, or owing to, any delays in delivery. Unless specifically stated to the contrary, partial shipments against customer schedule may be made.

(11) SHIPPING: Carrier selection is at CompX's discretion unless customer specifies otherwise. In the absence of customer's instructions, CompX will endeavor to select the most economical method of shipment in every case. All risk of loss or damage from the time of tender of the shipment to the carrier shall be borne by the customer.

(12) INSPECTION: Inspection by CompX will be in accordance with CompX's standard practice of quality control. Parts proved not as ordered by customer inspection may be returned upon written authorization from CompX with a claim for repair or replacement.

(13) RETURNED GOODS: Defective merchandise due to faulty material and/or workmanship is returnable for full replacement or credit on the following basis: No locks may be returned without authorization from CompX. When a request to return goods has been approved, a RETURNED GOODS FORM will be sent to the customer giving necessary instructions to cover the merchandise. Merchandise returned must be identified as to original date of purchase, purchase order number, and shipper's name and address. Credit or replacement will be made at the option of CompX, depending upon the reason and responsibility for the return. Locks made with special or modified parts and/or goods that have become obsolete are not returnable unless specific arrangements have been made for such return. Locks ordered incorrectly by customer may be accepted for return subject to a handling charge. All merchandise must be returned prepaid (except in the case of defective parts) and properly packaged. Merchandise damaged in transit due to inadequate package will be chargeable to the customer.

(14) CLAIMS: CompX is not responsible for goods lost in transit. The customer is solely responsible for filing claims with carrier for any such losses. Claims for shortages in shipment, which are not chargeable to carrier, must be reported within (10) days from receipt of merchandise.

(15) WARRANTIES: CompX warrants for a period of one year from date of delivery that their products will be free from defect in material and workmanship, and shall be liable only to the extent of replacing the merchandise.

(16) APPLICABLE LAWS; ARBITRATION: All terms and conditions herein shall be construed to be in accordance with the laws of the State of Illinois, U.S.A. Any controversy or claim arising out of this Order or its breach or pertaining to the Goods, except any claim or action by Seller to collect amount owing to it or to enforce its security interest, shall be settled by arbitration in Chicago, Illinois, in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by this arbitrator(s) may be entered in any court having jurisdiction.

COMPX MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, EXTENDING BEYOND THAT DESCRIBED ABOVE INCLUDING BUT NOT LIMITED TO THE DEGREE OF THE SECURITY CONVEYED, THE MERCHANTABILITY AND FITNESS OF THE PRODUCT, OR RELATING TO THE CUSTOMER'S REQUIRED APPLICATION OR USE OF THE PRODUCT.

Fire Service Inc.-IL

Service Estimate 4808

Name	Buffalo Grove, Village of	Contact		Created	11/22/21	Year	2020
Address	EMAIL / SEE NOTES 51 Raupp Blvd Buffalo Grove, IL 60089	Address 2	1051 Highland Grove Dr. Buffalo Grove, IL 60089	Time Promised Advisor	8:17 AM Tom T	Make Model SO#	E ONE Cyclone II 142765
Home	847-459-2513 -Garage			Division	IL	Unit #	T-25
Work	847-537-0995	V.I.N. #	4ENLABA88L1002765	PO#		Fleet #	234
Fax	847-537-7370	Engine Dat	75087314 / Cummins X12--500				
		Inservice	01/21/2021	Page#	1 of 1		

Job Description	Line Total	
1. Install 11 each Narc. boxes. (Supply 12 volt feed to Narc boxes)	Line Total	3300.00

9545 N. Industrial Dr. | St. John, IN 46373
219-365-7157 | Fax 219-365-8572 | www.fireserviceinc.com
2% Interest Per Month On All Past Due Account Over 30 Days Old,
Plus Any Legal Fee Due To Legal Action.

Estimate Total	
Labor	$3,300.00
Parts	$0.00
Sublets	$0.00
Supplies	$165.00
Subtotal	$3,465.00
Tax	$0.00
Total	**$3,465.00**

Ordinance No. O-2022-7 : Award of Bid Arboretum Golf Course Patio Upgrade

Recommendation of Action

Staff recommends approval.

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Efraim Carlson & Son, Inc for the Arboretum Golf Course Patio Upgrade in a total amount not to exceed $251,020.00, pending final review and approval of the contract by the Village Attorney.

ATTACHMENTS:

- Arboretum Patio Upgrade Memo (DOCX)
- Arboretum Patio Upgrade Ordinance (DOCX)
- Wold Recommendation & Bid Tab (PDF)

Trustee Liaison	Staff Contact
Stein	Tom C. Wisniewski, Village Board

Monday, January 3, 2022	

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: December 29, 2021

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

SUBJECT: Arboretum Golf Course Patio Upgrade

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Efraim Carlson & Son, Inc. for the Arboretum Golf Course Patio Upgrade in a total amount not to exceed $251,020.00, pending final review and approval of the contract by the Village Attorney.

Background

The Arboretum Golf Course Patio Upgrade was advertised for bid and opened on December 17th, 2021. There were seven companies that bid on this project. This project includes but is not limited to interior and exterior remodeling, installation of an aluminum operable wall system, and glazing. Wold Ruck Pate Architectural & Engineering firm has reviewed all bid documents and has made a recommendation which is attached for reference. The lowest qualified bid was in the amount of $228,200.00 from Efraim Carlson & Son, Inc. Staff recommends the Village Manager control a project contingency in the amount of $22,820 or 10% of the awarded contractual amount to address unforeseen issues that may arise out of the remodeling project. The proposed improvement costs are consistent with what staff had budgeted.

ORDINANCE 2022-____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH EFRAIM CARLSON & SON, INC. FOR THE ARBORETUM GOLF COURSE PATIO UPGRADE

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute a contract with Efraim Carlson & Son, Inc. for the Arboretum Golf Course Patio Upgrade at a total price not to exceed $251,020.00, pending review and approval by the Village Attorney.

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

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

AYES: ____________________________________
NAYES: ____________________________________
ABSENT: ____________________________________
PASSED: ____________________________________, 2022
APPROVED: ________________________________, 2022

APPROVED:

____
Beverly Sussman, Village President

ATTEST:

____
Janet Sirabian, Village Clerk

Wold

December 21, 2021

Tom Wisniewski, Buyer
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, Illinois 60089

Re: Village of Buffalo Grove
Arboretum Golf Course Patio Upgrades
Commission No.: 213103

Dear Tom:

We recommend the following be presented to the Village Board.

On Thursday, December 17, 2021, at 10:00 a.m., bids were received from seven (7) for the Patio Upgrades at Arboretum Golf Course. A bid tabulation is attached for your review. Efraim Carlson and Sons from Libertyville, Illinois submitted the low base bid in the amount of $232,200.00. Selection of alternates does not affect who will be the low bidder.

Alternate No. 1 Stamped Concrete **Deduct ($4,000)**
This alternate is to provide stamped cast-in-place concrete at the patio in lieu of pavers.

Recommendation: Accept this Alternate

We recommend awarding the contract to Efraim Carlson and Sons as follows:

Base bid		$232,200.00
Alternate No. 1 Stamped Concrete	Deduct	($4,000.00)
TOTAL CONTRACT		**$228,200.00**

Sincerely,

Wold Architects And Engineers

Matt Bickel | AIA, LEED AP
Partner

Enclosures
cc: Brett Robinson, VBG
Chris Stilling, VBG
Mike Skibbe, VBG
Ben Bercher, Wold

KK\O\Municipal\Village of Buffalo Grove\213103\crsp\dec21

Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, IL 60067
woldae.com | 847 241 6100

PLANNERS
ARCHITECTS
ENGINEERS

Project Name: **Buffalo Grove Arboretum Golf Course Patio Upgrades**
Commission No.: 213103
Date: 12/17/2021
Time: 10:00am

BID TABULATION

Wold
220 N. Smith Street Ste 310
Palatine, Illinois 60067
847.241.6100 Fax: 847.241.6105

Bidders Name	Addendum Numbers	Bid Security	Base Bid	Alternate 1: Stamped Concrete	Remarks
Boller Construction 3045 W. Washinton St. Waukegan, IL 60085 847-662-5566	1,2	Y	$245,000.00	$2,000.00	
Camosy Inc. 12795 120th Ave Kenosha, WI 53142 262-552-9440	1,2	Y	$248,700.00	$10,000.00	Alternate deduct to use Chicago BiFold in lieu of Valda for exterior door = < $5,400.00 >
Carmichael Construction 1080 E. Grant Hwy Marengo, IL 60152 815-568-8337	1,2	Y	$282,901.00	< $3,800.00 >	
Construction Solutions of Illinois 12540 S Holiday Drive #D Alsip, IL 60803 708-239-0001	1,2	Y	$282,723.00	< $14,000.00 >	
D Kersey Construction Co 4130 Timberlane Drive Northbrook, IL 60062 847-919-4980	1,2	Y	$304,490.00	$4,500.00	
Efraim Carlson & Sons 14052 W Petronella Drive #105 Libertyville, IL 40048 847-573-1888	1,2	Y	$232,200.00	< $4,000.00 >	
Kandu Construction 8055 Ridgeway Ave Skokie, IL 60076 847-456-4028	1,2	Y	$454,800.00	$17,000.00	

Information Item : Regional Road Update

Recommendation of Action

Staff recommends discussion.

Every year, other agencies perform major construction operations on roadways affecting the Village. Jurisdiction over some of these roadways include the Lake County Department of Transportation, the Cook County Department of Transportation and Highways, and the Illinois Department of Transportation. Staff will provide an overview of the upcoming road improvements by other agencies affecting the Village of Buffalo Grove based on their five-year proposed construction programs.

ATTACHMENTS:

- regional road update memo 22-0103 (DOCX)

Trustee Liaison	**Staff Contact**
Johnson	Darren Monico, Public Works

Monday, January 3, 2022	

Regional Road Update

January 3, 2022

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Regional Road Construction Update Memo

Every year, other agencies perform major construction operations on roadways affecting the Village. Jurisdiction over some of these roadways include the Lake County Department of Transportation, the Cook County Department of Transportation and Highways, and the Illinois Department of Transportation. Below is a list of the upcoming road improvements by other agencies affecting the Village of Buffalo Grove based on their five-year proposed construction programs.

Regional/Non-Village Jurisdictional Roads Anticipated Roadwork Summary (by construction year*):

YEAR	PROJECT
2022	Punchlist and cleanup items for Lake Cook Road, BG Road and Weiland Road
2023	**Aptakisic Road Widening**: Buffalo Grove Road to IL RT 83
	Lake Cook Road Type A Improvement: Raupp Blvd to Arlington Heights Road
	Prairie Road Intersection Improvement & Resurfacing: Route 22 to Aptakisic Road
2024	**Arlington Heights Road Reconstruction**: Lake Cook Road to IL RT 83
	Deerfield Road Widening: RT 21/Milwaukee Ave intersection to Saunders Road (2025?)
	Old Arlington Heights Road Resurfacing: Dundee to Arlington Heights Road
2025	**Buffalo Grove Road Widening**: RT 22 to RT 45
2027?	**Buffalo Grove Road Reconstruction**: Bernard Drive to Hintz Road

*expected beginning of substantial construction. Reconstruction/Widening projects generally take two years. Utility relocations (ComEd, AT&T, etc.) generally begin several months prior to roadway work.

Lake County Department of Transportation (LCDOT)

LCDOT has a five-year construction plan that is updated annually and includes jurisdiction of Arlington Heights Road, Aptakisic Road, Buffalo Grove Road, Deerfield Parkway, and Prairie Road. The 5-Year Highway Improvement Plan can be viewed here:

https://www.lakecountyil.gov/777/5-Year-Highway-Improvement-Program

Aptakisic Road – Widening of Aptakisic Road from Buffalo Grove Road to IL Route 83 is anticipated to start major construction early in 2023 as part of their 5-year program.

Aptakisic Road/Prairie Road Intersection Improvement – The connector from the Weiland Road/Aptakisic Road intersection and Prairie Road is currently shown in the Lake County 5-year plan for 2023 construction. Recent projections have shown that an intersection improvement at Aptakisic Road and Prairie Road may be more beneficial to improve traffic deficiencies in the area instead of the connector.

LCDOT is currently reviewing options and having ongoing discussions with the Village prior to committing to and moving forward with planned work.

Arlington Heights Road – Lake Cook Road to Route 83 is scheduled for 2024 reconstruction (no widening and no intersection work). Currently, the Phase 1 Engineering study process is nearing the end and the Phase 2 Engineering Design will be starting in 2022. LCDOT held a virtual public hearing for public comments in early 2021 and will have another public meeting with the preferred design in early 2022.

Deerfield Road - widening from Milwaukee Avenue to Saunders Road. This includes the Deerfield Parkway/Road intersection with Milwaukee Avenue. This includes a right turn lane for the northeast corner of the intersection which appears to require a complete reconstruction of the entire intersection that was done in 2018 by the Woodman's intersection improvement project. It is planned for 2024 letting and construction but Lake County recently said construction may start as late as 2025.

Buffalo Grove Road – widening from RT 22 to RT 45. Originally planned in 2025 that may be delayed due to issues with IDOT and the RT 45 intersection needing improvements.

There are other upcoming projects not included in the County's current 5-year program that are expected to be included in later (post 2026) 5-year programs. Currently it is only one project:

P2026 Buffalo Grove Road patching: IL RT 83 to Deerfield Parkway

Cook County Department of Transportation and Highways (CCDTH):
CCDTH has jurisdiction over Arlington Heights Road, Buffalo Grove Road, Lake Cook Road, Old Arlington Heights Road and Weiland Road all within Cook County. The County has a 5-year proposed transportation improvement program which can be accessed here:

https://www.cookcountyil.gov/sites/default/files/service/myp-2020-2024-reduced.pdf

Lake Cook Road Type A Improvement – Patching of the concrete pavement with an asphalt overlay from Raupp Blvd to Arlington Heights Road (west of the current project) is scheduled for 2023. This is as interim maintenance project until the next phase of widening can be programmed. The Village received $500k in Invest in Cook grants to begin the Phase 1 process to plan on the future widening to east of Arlington Heights Road. This could start the next widening section in 8 to 12 years depending on funding.

Buffalo Grove Road – Bernard Drive to Hintz Road. Cook County is beginning the Phase 1 Study to reconstruction BG Road to the south. It does not include widening. Construction is not estimated to start for four to seven years.

Illinois Department of Transportation (IDOT):
IDOT has jurisdiction over the numbered State Routes including Dundee Road (Route 68), Half Day Road (Route 22), and McHenry Road (Route 83). IDOT's multi-year plan can be viewed at:

https://idot.illinois.gov/transportation-system/transportation-management/transportation-improvement-programs-/multi-modal-transportation-improvement-program/index

Old Arlington Heights Road resurfacing from Dundee Road to Arlington Heights Road is listed as 2024.
The intersection of RT 83 and RT 22 (Long Grove) is listed for reconstruction in 2023-2027.
RT 83, from BG RD to RT 45 is listed for a thin overlay for 2023-2027.

Information Item : Executive Session - 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.

Recommendation of Action

Staff recommends going into executive session.

Executive Session - 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.

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, January 3, 2022	

Information Item : Executive Session- Section 2(C)(2) of the Illinois Open Meetings Act: Collective Negotiating Matters Between the Public Body and Its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees.

Recommendation of Action

N/A

Executive Session- Section 2(C)(2) of the Illinois Open Meetings Act: Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, January 3, 2022	

Information Item : Executive Session - Section 2(C)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, Including Meetings Held for the Purpose of Discussing Whether a Particular Parcel Should be Acquired.

Recommendation of Action

N/A

Executive Session - Section 2(C)(5) of the Illinois Open Meetings Act: (5) The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, January 3, 2022	

Information Item : Executive Session- Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06.

Recommendation of Action

N/A

Executive Session - Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

Trustee Liaison	**Staff Contact**
Ms. Sirabian	Dane Bragg, Office of the Village Manager

Monday, January 3, 2022	