Meeting of the Village of Buffalo Grove Village Board

Regular Meeting
April 15, 2024 at 7:30 PM
Jeffery S Braiman Council Chambers
Fifty Raupp Blvd Buffalo Grove, IL 60089-2139

1. Call to Order

A. Pledge of Allegiance

2. Approval of Minutes

A. March 18, 2024 Regular Meeting

B. April 1, 2024 Committee of the Whole

3. Approval of Warrant

A. Approval of Warrant #1367

4. Village President's Report

A. Proclamation for Mental Health Awareness Month (Trustee Johnson) (Staff Contact: Christopher Stilling)

B. Proclamation Recognizing be Kind to Animals Week (Trustee Bocek) (Staff Contact: Brett Robinson)

5. Village Manager's Report

6. Special Business

7. Reports from Trustees

8. Consent Agenda

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

A. Proclamation National Public Safety Telecommunicators Week (Trustee Cesario) (Staff Contact: William Baker)

B. Proclamation Recognizing April 26, 2024 as Arbor Day (President Smith) (Staff Contact: James Warnstedt)

C. Resolution Relating to the Semi-Annual Review of Closed Session Minutes (Clerk Sirabian) (Staff Contact: Jessie Brown)

D. A Resolution Authorizing the Execution of a License Agreement for Food Service at the Buffalo Grove Commuter Rail Station (Trustee Weidenfeld) (Staff Contact: Brett Robinson)

E. Ordinance Amending the Vehicle and Traffic Code (Trustee Stein) (Staff Contact: Kyle Johnson)

F. Ordinance Authorizing the Execution of a Contract with Kellenberger Electric for the Fire Station 27 Generator Replacement Project (Trustee Bocek) (Staff Contact: James Warnstedt)

G. Ordinance Approving a Shared Risk Manager Intergovernmental Agreement (Trustee Bocek) (Staff Contact: Dane Bragg)

H. Ordinance Amending Title 12 of the Municipal Code (Trustee Stein) (Staff Contact: James Warnstedt)

I. Ordinance Amending Chapter 5.20 Liquor Controls to Update Licenses Authorized (President Smith) (Staff Contact: Jessie Brown)

J. Ordinance Amending Chapter 5.20 Liquor Controls to Reserve a Class A-1 Liquor License for PYX Brands LLC d/b/a Yeero Revolution (President Smith) (Staff Contact: Jessie Brown)

9. Ordinances and Resolutions

A. Ordinance Approving Link Together Coalition Donation Agreement (Trustee Cesario) (Staff Contact: Brian Budds)

B. Resolution Authorizing the Village Manager to Execute an Agreement with the Buffalo Grove Park District and the Buffalo Grove Rotary Club for the 2024 BG Days Event (Trustee Johnson) (Staff Contact: Molly Gillespie)

C. FGM Design Contract for Fire Station 25 (Trustee Cesario) (Staff Contact: Lawrence Kane)

D. Ordinance Approving Contract Between the Village and Buffalo Grove Professional Firefighter/Paramedic Association Local 3177, IAFF, AFL-CIO, CLC for the Period of May 1, 2023- April 30, 2025 (Trustee Ottenheimer) (Staff Contact: Kathryn Golbach)

E. Ordinance Approving a Letter of Agreement Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association (Trustee Ottenheimer) (Staff Contact: Kathryn Golbach)

F. Resolution Approving Revised 2024 Pay Ranges (Trustee Ottenheimer) (Staff Contact: Kathryn Golbach)

G. Waiver of Bids-Water Meter Purchase (Trustee Bocek) (Staff Contact: Brett Robinson)

10. Unfinished Business

11. New Business

A. Authorization to Waive Bids and Negotiate for Water Facility Improvements (Trustee Bocek) (Staff Contact: Tom Wisniewski)

12. Public Comment

Public Comment is limited to items that are not on the regular agenda. In accordance with Section 2.02.070 of the Municipal Code, discussion on questions from the audience will be limited to 5 minutes and should be limited to concerns or comments regarding issues that are relevant to Village Board 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

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 847-459-2500 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, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS MONDAY, MARCH 18, 2024

CALL TO ORDER

President Smith 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 Smith; Trustees Johnson, Cesario, Ottenheimer, Stein, Bocek, and Weidenfeld.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Katie Golbach, Human Resources Director; Molly Gillespie, Director of Communications; Chris Black, Director of Finance; Nicole Woods, Director of Community Development; Jim Warnstedt, Deputy Public Works Director; Kyle Johnson, Deputy Public Works Director/Village Engineer; Tom Wisniewski, Buyer; Brett Robinson, Administrative Services Director; Geoff Tollefson, Director of Golf Operations; Deputy Fire Chief Kane; Police Chief Budds, and Deputy Police Chief Spolar.

APPROVAL OF MINUTES

Moved by Weidenfeld, seconded by Bocek, to approve the minutes of the February 5, 2024, Rescheduled Regular Meeting. Upon roll call, Trustees vote as follows:

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

Moved by Stein, seconded by Ottenheimer, to approve the minutes of the March 4, 2024, Committee of the Whole Meeting. Upon roll call, Trustees vote as follows:

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

WARRANT #1366

Mr. Black read Warrant #1366. Moved by Bocek, seconded by Johnson, to approve Warrant #1366 in the amount of $12,728,303.70 authorizing payment of bills listed, after which he answered questions from the Board. Upon roll call, Trustees voted as follows:

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

VILLAGE PRESIDENT'S REPORT

There is no Village President's report tonight.
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VILLAGE MANAGER'S REPORT

There is no Village Manager's report tonight.

TRUSTEE REPORTS

Trustee Johnson reported that the **Buffalo Grove Farmer's Market** Committee is now accepting vendor applications from those wishing to participate in the 2024 Market which will begin on June 16, 2024.

Trustee Stein reminded residents that have **Storm Sewers** in front of their houses to be sure that they are clear and free of debris to allow water from spring storms to flow freely and not cause damage to homes.

CONSENT AGENDA

President Smith 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.

Ordinance No. 2024-21 - Buffalo Grove Park District

Motion to pass Ordinance No. 2024-21 authorizing a Development Improvement Agreement with the Buffalo Grove Park District for improvements to Parkchester Park and Weiland Road located at 851 Weiland Road, subject to the receipt of the required fees and Village Attorney review.

Ordinance No. 2024-22 - 2731 Acacia Terrace

Motion to pass Ordinance No. 2024-22 granting a Fence Variation at 2731 Acacia Terrace. The residents at 2731 Acacia Terrace have installed a 4' chain rope fence along the rear property line abutting the Arboretum Golf Course and are seeking a variation from the Village Code. The Planning & Zoning Commission unanimously recommended approval, staff concurs with this recommendation.

Ordinance No. 2024-23 - Ambulance Billing Services

Motion to pass Ordinance No. 2024-23 authorizing the Village Manager to execute an Agreement for Ambulance Billing Services with Paramedic Billing Services.

Ordinance No. 2024-24 - BrineMasters, LLC

Motion to pass Ordinance No. 2024-24 authorizing the Village Manager to execute a contract to purchase a Salt Brine Maker and Truck Fill station from with BrineMasters, LLC, in the amount of $120,265.00 with a 10% contingency, for a total not to exceed amount of $132,291.50.

Generator Replacement

Motion to authorization bid Generator Replacement for the Fire Station 27 Generator Replacement as detailed in the memo contained in Board packets.

Ordinance No. 2024-25 - Aptakisic-Tripp CCSD 102

Motion to pass Ordinance No. 2024-25 authorizing a Development Improvement Agreement with Aptakisic-Tripp CCSD 102 for improvements to Aptakisic Junior High School and their District Building, subject to the receipt of the required fees and Village Attorney review.

Resolution No. 2024-7 - Revised 2024 Pay Ranges

Motion to pass Resolution No. 2024-7 Revised 2024 Pay Ranges. Proposed updated 2024 pay ranges became effective on January 1, 2024, and have been modified to reflect a change in pay grade 42 to include the proposed new position of Assistant Village Manager.

Ordinance No 2024-26 - Chastain & Associates LLC

Motion to pass Ordinance No. 2024-26 authorizing an Engineering Services Agreement with Chastain & Associates LLC time and material contract for development inspection services for an initial limit not to exceed $50,000.00.

Ordinance No. 2024-27 - Chapter 5.20 - Liquor Controls

Motion to pass Ordinance No. 2024-27 amending Chapter 5.20 - Liquor Controls, a Class A liquor license reserved for Paddock Lounge, LLC at 301 Hastings Drive. This reservation is subject to the applicant completing Village requirements for said license on or before June 17, 2024.

Resolution No. 2024-8 - 2024 Zoning Map

Motion to pass Resolution No. 2024-8 adopting the 2024 Zoning Map. Pursuant to State Statute, the Village of Buffalo Grove is required to publish its official Zoning Map by March 31, 2024. The latest zoning map is contained in Board packets and reflects the major changes in 2023 and the beginning of 2024.

Ordinance No. 2024-28 - Temporary Station 25 Building

Motion to pass Ordinance No. 2024-28 authorizing the Village Manager to execute an Agreement with FGM Architects for the Design of the Temporary Station 25 Building to be located in the existing Public Works building.

Ordinance No. 2024-29 - BMO Harris Bank

Motion to pass Ordinance No. 2024-29 granting Sign Variations at BMO Harris Bank at 500 Half Day Road. BMO Harris Bank is seeking multiple sign variations to replace a wall sign with a slightly smaller wall sign on the east elevation of their building located at 500 W. Half Day Road.

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

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

ORDINANCE NO. 2024-30– LICENSE PLATE RECOGNITION CAMERAS

Moved by Ottenheimer, seconded by Bocek, to pass Ordinance No. 2024-30 approving an agreement with Flock for Automated License Plate Recognition Cameras and authorizing the Village Manager to execute an agreement with Flock Group, Inc. in the amount of $230,100.00, not to exceed $253,110.00, pending final review and approval of the agreement by the Village Attorney.

Chief Budds reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of March 12, 2024, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2024-31 – VEHICLE PURHASE

Moved by Bocek, seconded by Johnson, to pass Ordinance No. 2024-31 authorizing the purchase of four (4) 2025 Ford Police Utility Vehicles from Currie Motors in a total not-to-exceed amount of $183,287.00.

Mr. Warnstedt reviewed the proposed ordinance, details of which are contained in Mr. Robinson's memo to Mr. Bragg of March 8, 2024.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2024-32 – SIDEWALK IMPROVEMENTS

Moved by Stein, seconded by Weidenfeld, to pass Ordinance No. 2024-32 award of bid for 2024 Sidewalk Improvements to the lowest responsible and responsive bidder, Suburban Concrete, Inc. in the not-to-exceed amount of $253,247.50 pending Village Attorney review and approval and consistent with materials contained in Board packets.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of March 14, 2024.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2024-33 – 2024 PAVEMENT PATCHING

Moved by Stein, seconded by Cesario, to pass Ordinance No. 2024-33 award of bid for 2024 Pavement Patching to the lowest responsible and responsive bidder, Peter Baker, and Son in the amount of $207,714.93 pending Village Attorney review and approval and consistent with materials contained in Board packets.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of March 14, 2024, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2024-34 – SOLID WASTE CONTRACT

Moved by Cesario, seconded by Ottenheimer, to pass Ordinance No. 2024-34 approving an Amendment to the Village's Solid Waste Contract with Waste Management for a three-year period with two one-year options.

Mr. Stilling reviewed the proposed ordinance, details of which are contained in his memo of March 14, 2024, to Mr. Bragg after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2024-35 – VILLAGE MANAGER COMPENSATION

Moved by Johnson, seconded by Ottenheimer, to pass Ordinance No. 2024-35 providing for Compensation of the Village Manager.

Board members commended Mr. Bragg for the outstanding job that he has done for the Village of Buffalo Grove in all areas, including sound fiscal management, recruiting, developing, and retaining an exceptional staff, and his knowledgeable reputation in communities throughout the State of Illinois.

Mr. Bragg thanked the Board for their confidence in him, and he is very proud of the entire staff of the Village of Buffalo Grove, but also in the decisions that have been made by the Village Board to make Buffalo Grove one of the premier communities not only in our area, but throughout the entire Midwest region.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2024-36 – MULTI-USE PATH IMPROVMENTS

Moved by Stein, seconded by Johnson, to pass Ordinance No. 2024-36 and accept the recommendation of the Village Attorney and staff and reject all bids, waive bids, and authorize the Village Manager to execute a contract with Evans and Son Blacktop, Inc. for the 2024 Multi-Use Path Improvements 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 March 14, 2024, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

ATHLETIC FIELD RENOVATION - BGHS

Moved by Weidenfeld, seconded by Cesario, to approve pre-application discussion for Athletic Field Renovations at Buffalo Grove High School at 1100 W. Dundee Road.

Ms. Woods reviewed the proposal, details of which are contained in the memo that she and Kelly Purvis provided to Mr. Bragg dated March 18, 2024. Referring to a PowerPoint presentation, the architect from Pepper Construction reviewed the plans for the site, after which he answered questions from the Board.

President Smith asked for a roll call vote to refer this proposal to the Planning & Zoning Commission. Upon roll call, Trustees voted as follows:

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

QUESTIONS FROM THE AUDIENCE

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

EXECUTIVE SESSION

Moved by Johnson, seconded by Cesario, to move to Executive Session to discuss: **Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity** and **Section 2(C)(21) of the Illinois Open Meetings Act: Discussion of Minutes of Meetings Lawfully Closed Under This Act, Whether for Purposes of Approval by the Body of the Minutes or Semi-Annual Review of the Minutes as Mandated by Section 2.06**.

Upon roll call, Trustees voted as follows:

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

The Board moved to Executive Session from 8:29 P.M. until 9:10 P.M.

ADJOURNMENT

Moved by Stein, seconded by Cesario, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried.

The Regular Meeting was adjourned at 9:11 P.M.

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Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS ___15th_____DAY OF __April___ 2024

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Village President

MINUTES OF THE COMMITTEE OF THE WHOLE 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 APRIL 1, 2024

CALL TO ORDER

President Smith 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 Smith; Trustees Johnson, Cesario, Ottenheimer, Stein, Bocek, and Weidenfeld.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Chris Black, Finance Director; Katie Golbach, Director of Human Resources; Molly Gillespie, Communications Director; Nicole Woods, Director of Community Development; Kyle Johnson, Deputy Public Works Director/Village Engineer; Brett Robinson, Administrative Services Director; Geoff Tollefson, Director of Golf Operations; Police Chief Budds; Deputy Fire Chief Kane.

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

PROCLAMATION – DISTRACTED DRIVING AWARENESS

President Smith read a Proclamation declaring the month of April 2024 as Distracted Driving Awareness Month in the Village of Buffalo Grove and urged all residents to promote awareness of the distracted driving problem and to support programs and policies to reduce the incidence of distracted driving.

LINKED TOGETHER COALITION

Kris Zerfass, representing Link Together Coalition, provided a presentation on the services offered by Link Together Coalition, reviewing their mission and history, their enduring partnership and collaboration with the Police Department, and the intended use of the $5,000.00 donation from the Opioid Settlement to benefit the Buffalo Grove Community.

COMPREHENSIVE PLAN

Ms. Woods presented a preview of the Comprehensive Plan's Existing Conditions Report. The PowerPoint presentation included key findings regarding population and housing, community outreach, land use and development, infrastructure and natural resources, economic development, Dundee Corridor, and Milwaukee Corridor. Further details may be found in her memo to Mr. Bragg of March 4, 2024. Board discussion and questions followed.

REVOLVING LOAN PROGRAM

Mr. Stilling noted that staff presented the concept of developing a low-interest revolving loan program to assist homeowners with certain utility projects including water/sewer repairs and upgrades, private drainage improvements and sewer service lining. This presentation provides an update on the proposed program and addresses any additional comments or questions. Further details of the proposed program may be found in Mr. Stilling's memo to Mr. Bragg of March 28, 2024. Board discussion and questions followed.

QUESTIONS FROM THE AUDIENCE

President Smith 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.

Several residents of **Poplar Court** addressed the issue of an island being placed in their cul-de-sac during the upcoming construction. Their concerns include parking and accessibility to their homes. Mr. Johnson responded to their concerns and will follow up further with the residents.

EXECUTIVE MEETING

Moved by Stein, seconded by Ottenheimer, to move to Executive Session to discuss: **Section 2(C)(2) of the Illinois Open Meetings Act: Collective Negotiating Matters Between the Public Body and Its Employees or Their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees.** Upon roll call, Trustees voted as follows:

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

The Board moved to Executive Session from 8:38 P.M. to 9:22 P.M.

ADJOURNMENT

Moved by Stein, seconded by Weidenfeld, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The meeting was adjourned at 9:23 P.M.

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Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 15th DAY OF April 2024

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Village President

Warrant : Approval of Warrant #1367

Recommendation

Staff recommends approval.

Summary

TOTAL WARRANT #1366- $12,728,303.70

ATTACHMENTS:

1. Warrant 1367 Summary

Trustee Liason
Trustee Bocek

Staff Contact
Chris Black, Finance Director

VILLAGE OF BUFFALO GROVE WARRANT #1367
15-Apr-24

General Fund:	**1,043,247.49**
Parking Lot Fund:	**7,438.45**
Motor Fuel Tax Fund:	**0.00**
Debt Service Fund:	**0.00**
School & Park Donations:	**60,792.97**
Lake Cook Rd TIF Fund:	**4,871.25**
Capital Projects-Facilities:	**1,250,945.34**
Capital Projects-Vehicles/Equipment:	**3,526.88**
Capital Projects-Streets:	**792,176.80**
Retiree Health Savings (RHS):	**0.00**
Water Fund:	**1,091,874.66**
Buffalo Grove Golf Fund:	**55,307.29**
Arboretum Golf Fund:	**122,168.87**
Refuse Service Fund:	**0.00**
Information Technology Internal Service Fund:	**135,502.07**
Central Garage Internal Service Fund:	**56,494.74**
Building Maintenance Internal Service Fund:	**105,433.47**
	4,729,780.28
PAYROLL PERIOD ENDING 3/24/2024	**1,104,244.15**
PAYROLL PERIOD ENDING 4/07/2024	**1,153,292.35**
	2,257,536.50
TOTAL WARRANT #1367	**6,987,316.78**

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

Village Clerk

Village President

Proclamation : Proclamation for Mental Health Awareness Month

Recommendation

N/A

Summary

A proclamation recognizing May as Mental Health Awareness Month.

ATTACHMENTS:

1. Proclamation for Mental Health Awareness Month

Trustee Liason
Trustee Johnson

Staff Contact
Christopher Stilling, Deputy Village Manager

VILLAGE OF BUFFALO GROVE

Proclamation

Village of Buffalo Grove

MENTAL HEALTH AWARENESS MONTH

WHEREAS, mental health is an essential part of overall well-being, impacting individuals, families, and communities across the United States; and

WHEREAS, one in five American adults experience a mental health condition each year and everyone faces challenges in life that can impact their mental health; and

WHEREAS, suicide is the 10th leading cause of death in the United States and the second leading cause among young adults, and 90 percent of people who die by suicide had shown symptoms of a mental health condition, according to interviews with family, friends, and medical professionals; and

WHEREAS, despite its prevalence, mental health remains shrouded in stigma, preventing many from seeking help, and long delays, sometimes decades long, occur between the time symptoms first appear and when individuals get help; and

WHEREAS, early intervention and access to quality care are crucial for managing mental health conditions and improving quality of life; and

WHEREAS, May is recognized nationally as Mental Health Awareness Month, providing an opportunity to raise awareness, combat stigma, and promote mental health resources; and

NOW THEREFORE, I, Eric Smith, Village President of the Village of Buffalo Grove, do hereby proclaim the month of May 2024 as **Mental Health Awareness Month** in the Village of Buffalo Grove.

Proclaimed this 15th day of April, 2024.

I encourage all residents of Buffalo Grove to:

- **Educate themselves and others about mental health conditions, treatment options, and available resources.**
- **Challenge stigma by speaking respectfully and inclusively about mental health.**
- **Seek help if they are struggling with their mental health and encourage others to do the same.**
- **Support organizations that provide mental health services and advocacy.**
- **Create safe and supportive environments for open conversations about mental health.**

Together, we can create a community where everyone feels empowered to prioritize their mental well-being and seek help when needed.

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Eric N. Smith,
Village President

Proclamation : Proclamation Recognizing be Kind to Animals Week

Recommendation

N/A

Summary

A proclamation recognizing the first week of May as Be Kind to Animals week.

ATTACHMENTS:

1. Be Kind to Animals

Trustee Liason
Trustee Bocek

Staff Contact
Brett Robinson, Administrative Services Director

VILLAGE OF BUFFALO GROVE

Proclamation

Village of Buffalo Grove

PROCLAMATION RECOGNIZING BE KIND TO ANIMALS WEEK
MAY 1- 7, 2024

WHEREAS, "Be Kind to Animals Week" was created in 1915 by American Humane to increase awareness of the importance of treating animals with kindness and compassion.

WHEREAS, The Village of Buffalo Grove would remind all pet owners that they are responsible for the well-being of their pets; and

WHEREAS, Pet owners should strive to provide an environment for their pets that is free of fear, anxiety and emotional distress; and

WHEREAS, Pet owners should provide adequate shelter and protection from all weather conditions including wind, snow, rain and extreme temperatures; and

WHEREAS, Pet owners should allow their pets to express normal behavior; and

WHEREAS, Pet owners should provide animals in their care with Veterinary care, vaccinations and medical attention when needed to prevent suffering;

NOW THEREFORE, BE IT PROCLAIMED by the President and Board of Trustees of the Village of Buffalo Grove that the first week of May, is designated as "Be Kind to Animals Week".

Proclaimed this 15th day of April, 2024.

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Village President

Proclamation : Proclamation National Public Safety Telecommunicators Week

Recommendation

N/A

Summary

A proclamation recognizing April 14th through April 20th, 2024 as National Public Safety Telecommunicators week.

ATTACHMENTS:

1. Proclamation - National Public Safety Telecommunicators Week

Trustee Liason
Trustee Cesario

Staff Contact
William Baker, Fire Chief

VILLAGE OF BUFFALO GROVE

Proclamation

National Public Safety Telecommunicators Week
April 14-20, 2024

WHEREAS, emergencies that require police, fire or emergency medical services can occur at any time; and,

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our police officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who contact the NORTHWEST CENTRAL DISPATCH emergency communications center; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers, firefighters and paramedics by monitoring their activities by radio, providing them information and ensuring their safety; and,

WHEREAS, Public Safety Telecommunicators of the NORTHWEST CENTRAL DISPATCH emergency communications center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS, each telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW, THEREFORE, the Village President and Board of Trustees of the Village of Buffalo Grove recognize the week of April 14th through the 20th, 2024 as NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK in the Village of Buffalo Grove.

Proclaimed this 15th day of April, 2024.

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Eric N. Smith,
Village President

Proclamation : Proclamation Recognizing April 26, 2024 as Arbor Day

Recommendation

Staff recommends approval.

Summary

Designates Friday, April 26, 2024 Arbor Day in Buffalo Grove. This Proclamation is one of four criteria to qualify for the Tree City U.S.A. Award.

ATTACHMENTS:

1. Proclamation - Arbor Day 2024

Trustee Liason
President Smith

Staff Contact
James Warnstedt, Deputy Public Works Director

VILLAGE OF BUFFALO GROVE

Proclamation

Village of Buffalo Grove

PROCLAMATION RECOGNIZING APRIL 26, 2024 AS ARBOR DAY

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this day, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees reduce the erosion of precious topsoil by wind and water, reduce heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees beautify and enhance the economic vitality of our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS, the Village of Buffalo Grove has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue the maintenance of our village urban forest;

NOW, THEREFORE, BE IT KNOWN THAT I, THE PRESIDENT OF THE VILLAGE OF BUFFALO GROVE ALONG WITH THE BOARD OF TRUSTEES, do hereby proclaim April 26th, 2024 Arbor Day in the Village of Buffalo Grove, and call upon citizens and civic organizations to support efforts to protect our trees and woodlands and to support our Village Urban Forestry Program.

PROCLAIMED THIS 15th DAY OF APRIL 2024.

_____

Village President
Eric N. Smith

Resolution : Resolution Relating to the Semi-Annual Review of Closed Session Minutes

Recommendation

Staff recommends approval.

Summary

The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the following approved minutes: September 18, 2023, December 4, 2023, January 2, 2024, January 16, 2024, February 5, 2024 and March 4, 2024.

ATTACHMENTS:

1. DRAFT Resolution - Review of Closed Session Minutes

Trustee Liason
Clerk Sirabian

Staff Contact
Jessie Brown, Deputy Village Clerk

RESOLUTION No. 2024-

RESOLUTION RELATING TO THE SEMI-ANNUAL REVIEW OF
CLOSED SESSION MINUTES AND APPROVAL OF CLOSED SESSION MINUTES

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, pursuant to Section 2.06 of the Open Meetings Act:

SECTION ONE: On March 18, 2024, the Corporate Authorities of the Village reached consensus to approve the following Closed Session minutes:

September 18, 2023	December 4, 2023	January 2, 2024
January 16, 2024	February 5, 2024	March 4, 2024

SECTION TWO: The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the consensus on all minutes listed in Section One and to the extent required by law, the approval of said minutes is hereby ratified and approved.

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

AYES: _____

NAYS: _____

ABSENT: _____

PASSED AND APPROVED this 15th day of April 2024

_____
Eric Smith, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

Resolution : A Resolution Authorizing the Execution of a License Agreement for Food Service at the Buffalo Grove Commuter Rail Station

Recommendation

Staff recommends approval

Summary

Background

The current owner of the coffee shop at the Metra commuter rail station has elected to sell their business to Arminda Hernandez. Staff believes it is in the best interests of the Village to continue to license food and beverage services at this location.

ATTACHMENTS:

1. DRAFT Resolution - License Agreement
2. License Agreement
3. License Agreement Exhibit A

Trustee Liason
Trustee Weidenfeld

Staff Contact
Brett Robinson, Administrative Services Director

RESOLUTION 2024-____

A RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT FOR FOOD SERVICE AT THE BUFFALO GROVE COMMUTER RAIL STATION

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

WHEREAS, it has previously been determined that it is in the best interest of the Village to license food and beverage services at the Buffalo Grove Metra Commuter Rail Station; and

WHEREAS, Hamid Javed, the current licensee desires to sell their business, which has been contracted to be purchased by Arminda Hernandez contingent upon the approval of a License Agreement which is attached to this resolution; and

WHEREAS, it has been determined that Arminda Hernandez will continue to serve the best interests of the Village in the provision of food and beverage services at the Buffalo Grove Metra Commuter Rail Station.

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 Resolution as if fully set forth herein.

SECTION 2. The License agreement between the Village of Buffalo Grove and Hamid Javed is terminated.

SECTION 3. The Village President and Village Clerk are hereby authorized to execute the attached license entitled " License Agreement for Food Service, Buffalo Grove Train Station" dated as of the 15th day of April, 2024

SECTION 4. Village staff is hereby directed to ensure that this license is implemented beginning April 19, 2024 and that service standards are maintained as a result of the sale transaction. This resolution is subject to the closing of the purchase contract by Arminda Hernandez.

SECTION 5. This Resolution shall be in full force and effect from and after its passage and approval.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2024
APPROVED: _____, 2024

APPROVED:

_____
Eric Smith, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

LICENSE AGREEMENT FOR FOOD SERVICE
BUFFALO GROVE TRAIN STATION

This license is entered into as of the 15th day of April, 2024, by and between the Village of Buffalo Grove, an Illinois municipal corporation ("Grantor"), and Arminda Hernandez ("Licensee").

PRELIMINARY STATEMENT

WHEREAS, Grantor and the Commuter Rail Division (CRD) of the Regional Transportation Authority, a division of an Illinois Municipal Corporation, have entered into a Commuter Station Development Agreement dated May 24, 1995, and a License for Location of Fixed Facilities for Public Transportation On Properties of Wisconsin Central Ltd., dated May 20, 1996 which instruments govern the construction, operation and maintenance of improvements to Village property for the purpose of providing commuter rail station facilities and the sublicense of certain portions of the property from the CRD for the same purposes ("Underlying Agreements"); and

WHEREAS, Grantor desires to license a portion of the commuter rail station consisting of approximately One Hundred Twenty (120) square feet as shown on Exhibit A, attached hereto and made a part hereof ("Premises") to Licensee, and Licensee desires to license Premises from the Grantor, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the Rent and the covenants below, the Grantor and Licensee do hereby agree as follows:

SECTION I – Purpose and Interests

A. **Purpose**. Licensee shall occupy and use the Premises for the following purposes only: food concession sales, coffee, juice, tea and soft drink sales, milk, and other non-alcoholic beverages; magazine and newspaper services; personal hygiene products (travel sized lotion, battery, eye drops, etc.) and such other items as may be approved by the Grantor in writing.

B. **Underlying Agreements**. Licensee recognizes that Grantor's interest in the Premises is that of a tenant except as expressly provided herein. This Agreement is subject and subordinate to and controlled by the terms, covenants and conditions of the Underlying Agreements. Licensee and Grantor agree to observe and perform all the obligations imposed on Grantor under the Underlying Agreements with respect to the Premises except for the payment of rent, Grantor's contributions for improvements, and those provisions of the Underlying Agreements which do not apply to this Agreement. Licensee and Grantor shall neither do nor permit anything to be done which would cause the Underlying Agreements to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in the CRD under the Underlying Agreements, or which would cause the Grantor to be in default under the Underlying Agreements. Licensee shall indemnify and hold Grantor harmless from and against all claims, costs or

expenses of any kind whatsoever, including attorneys' fees, by reason of any breach or default on the part of the Licensee which would cause the Underlying Agreements to be terminated or forfeited or caused Grantor to be in default thereunder. Grantor shall indemnify and hold Licensee harmless from and against all claims, costs or expenses or any kind whatsoever, including attorneys' fees, by reason of any breach or default on the part of the Grantor which cause the Underlying Agreements to be terminated or forfeited or cause Licensee to be in default thereunder.

SECTION II – Terms and Conditions

A. **Term**. Grantor hereby licenses to Licensee the exclusive rights to operate a food service operation (as more fully set forth in Section I-A. above) located at the Buffalo Grove Commuter Rail Station Depot at 825 Commerce Ct., Buffalo Grove, Illinois. The Premises is depicted on Exhibit A attached hereto and is to be used and occupied by Licensee for the term commencing April 19, 2024 through March 31, 2026 with options to extend for up to three (2) additional two (2) year terms upon terms mutually acceptable to both parties to the License unless otherwise terminated as hereinafter set forth with a final date of this Agreement to be through March 31, 2032.

1. Hours of Operation. During each weekday of the term, Licensee shall be open for business from 5:30 a.m. to 8:30 a.m., Licensee may be open from 8:30 a.m. to 7:00 p.m., or as otherwise agreed upon in writing by the parties.

B. **Extension of Agreement**. Licensee shall have the option and right of first refusal to extend this Agreement upon such terms and conditions as are mutually agreed upon. The right to extend such License shall be considered, provided that Licensee is not presently in default under any of its terms, conditions and obligations under this Agreement. Licensee must give written notice of such election to exercise option(s) to Grantor at least sixty (60) days prior to the expiration of the term herein provided.

C. **Lawfulness**. Licensee shall not conduct or permit any conduct on the demised Premises which is contrary to the laws of any governmental authority.

D. **Compliance**. During the term of this Agreement, Licensee shall comply with all Federal, State, County and Village statutes and ordinances.

E. **Licenses**. Licensee shall obtain a Village of Buffalo Grove business license and any and all applicable State or Federal licenses prior to opening for sales to the public. In the event Licensee is unable to obtain or retain any such licenses, then this License shall be null and void.

F. **Signs**. Licensee may be permitted to display signs as permitted by the Village. Grantor shall pay for the construction of any such signs unless shared with

Licensee as part of Licensehold Improvements. At the termination of this License, any such signs shall become Grantor's property.

G. **Tobacco and Liquor Sales**. Licensee shall have the right to sell tobacco products over the counter but not through a vending machine. Licensee shall obtain the required license and shall conform to Village ordinances. The sale of Alcohol is strictly prohibited.

H. **Proprietary Interests**. Licensee shall retain all rights to any business names, concepts or other proprietary interests established during the term of this License, and Grantor herein waives any claims to such interests.

I. **Right of Entry**. Grantor shall have the right to enter the Premises upon reasonable notice to Licensee.

J. **Exclusive Rights to Sales**. As long as Licensee performs all of Licensee's obligations under this Agreement, Licensee shall have peaceful and quiet enjoyment of the Premises for the term of the License or any extensions entered into as a result of exercising an extension option. Grantor agrees that its own or its licensed adjacent properties related to commuter rail service shall not be used by any other vendors selling goods similar to Licensee's products.

K. **Taxes**. Licensee shall pay when due any taxes assessed and levied against the Premises, or taxes levied against Licensee’s interest, resulting from or on account of this Agreement or licensees interest in this agreement.

L. **Vending Machines**. Provided Licensee shall obtain and maintain proper licenses for same, Licensee shall have the right to maintain public vending machines (for other than cigarettes or liquor) within the area of the licensed Premises. The amount of the total gross sales generated by said machines shall be included in determining the amount of rent due, per Section III A. below.

SECTION III – Compensation

A. **Rent**. Licensee agrees to pay Grantor, at the address provided in Section VII B. of this Agreement, the following Rent:

Beginning **May 1, 2024** and payable monthly in arrears, Licensee shall pay as rent a sum equivalent to 5% of gross food and beverage sales, excluding sales tax and service charges (defined as gratuities and other fees charged over and above food and beverage sales) to Grantor, for all food and beverage sales on the Premises and surrounding areas. Licensee shall submit monthly, certified computer-generated sales figures to Grantor along with an operating statement to support the remittance which identifies service charges.

Monthly installments of Rent shall be payable no later than one month (28-31 days) after the end of the month so concluding. For example, Rent due to

Grantor for **May 2023** will be due, with applicable reporting to support the remittance, by **July 1, 2023** and so on.

Licensee shall maintain true, accurate and complete books and records of its operations at the Premises and retain the books and records for each year for not less than three (3) years thereafter. Such books and records shall be available for inspection by Grantor or its agents or representatives during business hours upon reasonable prior notice.

If not paid by the first day of the appropriate month as noted above, all installments of Rent shall bear interest from the date due to the date paid at a rate of eighteen percent (18%) per annum, or at the maximum legal rate of interest, whichever is lower.

B. **Security Deposit**. At the option of Grantor, Licensee shall pay to Grantor a refundable, cash Security Deposit which shall be held in an interest-bearing account in the amount of $500.00 for the faithful performance of this License. Failure to pay such a security deposit shall be considered a default under the Agreement.

In the event of Licensee default, the Security Deposit may be used to cure said default, including but not limited to the payment of Rent. Grantor may use, apply, or retain the whole or any part of the Security Deposit to the extent required for the payment of any rent or any other sum to which Licensee is in default. Within Forty Five (45) days of the termination of this Agreement, and provided Licensee is not in default, Grantor shall return to Licensee the amount that remains as the Security Deposit at the time of termination.

SECTION IV – Condition of Premises

A. **Condition of Premises**. Licensee shall maintain, clean, and keep in good repair all areas related to the food concession and vending areas within the depot and adjacent areas where food and beverage will be provided from time to time. Licensee agrees to provide general cleanup and maintenance immediately adjacent to the concession area during its hours of operation by cleaning up coffee spills and other spills relating to the operation of the Premises.

Licensee shall notify the Grantor's Public Works Building Supervisor if the washrooms or areas outside the Premises need cleaning or maintenance prior to Grantor's regular maintenance schedule. This would include such areas as the platform, parking lot, parking or platform lighting, or the grounds around the retention basin.

Licensee shall accept the Premises in its existing condition on the commencement date and Licensee taking possession of the Premises shall be conclusive evidence that the Premises were then in good order, repair and satisfactory condition. No promise of Grantor to alter, remodel, improve,

repair, decorate or clean the Premises or any part thereof and no representation respecting the condition of the Premises has been made to Licensee by Grantor. Licensee agrees to vacate the Premises at the expiration of this Agreement and Licensee shall leave the Premises in the same condition as at the commencement date, ordinary wear and tear and loss by fire or other casualty excepted. Any improvements and alterations approved by Grantor shall not be of a permanent nature and shall be removed by Licensee unless otherwise mutually agreed upon by the parties.

B. **Decorating**. Licensee will, at its own cost and expense, make any necessary alterations required; however, no alterations shall be made without the prior written consent of Grantor. Licensee shall make all repairs necessary to keep the Premises in good condition and repair. Repairs to the Premises necessitated by ordinary wear and tear, by storm, fire, wind or other casualties shall be the sole responsibility of Licensee.

SECTION V – Termination & Assignment

A. **Termination**.

1. In the event of any default in the terms hereof and if the same are not corrected within thirty (30) days of written notice (with the exception being the failure to remit rent, which should be corrected within five (5) days from written notice of same), Grantor may terminate the Agreement and take possession of the Premises, improvements and equipment with the institution of eviction proceedings and the exercise of due process of law. Each of the parties hereto shall have the recourse to any Court of Law or equity to enforce the provisions of this License as set forth herein.

2. In the event that Grantor shall desire to regain possession of the Premises for any other reason, Grantor shall have the option of so doing upon providing sixty (60) day written notice to Licensee.

B. **Bankruptcy**. In the event that Licensee (1) becomes bankrupt, (2) makes a voluntary assignment for the benefit of any creditor, or (3) if a receiver is appointed, Grantor may terminate this Agreement by providing a thirty (30) day written notice to Licensee.

C. **Casualty**. If the Premises shall be rendered untenantable during the term of this License by fire or other casualty, Grantor, at its option, may either (1) terminate this License or (2) repair the Premises within ninety (90) days thereafter. This time period may be extended due to circumstances brought upon by the extent of the loss. No Rent shall be due and owing from the date of the fire or other casualty until the date the Premises is rendered tenantable. If Grantor elects to repair, this License shall remain in effect provided such repairs are completed in an expeditious manner. If Grantor has not repaired the Premises within the agreed time, Licensee may terminate this Agreement.

If this Agreement is terminated by reason of fire or casualty as herein specified, Rent shall be prorated and paid to the day of such fire or other casualty.

D. **Assignment**. Licensee shall not have the right to assign this Agreement without Grantor's prior written consent. Consent shall be based on, but not limited to, the following criterion: (1) financial ability to perform, (2) knowledge in the business of operating comparable food facilities, (3) ability to maintain service levels required by Grantor that are in conformance with the terms and conditions of this Agreement. Licensee shall give Grantor one hundred twenty (120) days' notice prior to any consideration of assignment.

In the event of any such assignment of this Agreement, Licensee shall be released from any and all liability arising or accruing under this Agreement after the date of such assignment, provided that the assignee executes, acknowledges and delivers a valid, binding, and sufficient instrument in writing, directly enforceable by Grantor, containing the assignee's assumption and agreement to pay all Rent and other amounts reserved in this Agreement and to perform all of the covenants, provisions, and conditions thereof, and that an original of such assumption and agreement be delivered to Grantor. In no other circumstance shall Licensee be so released, nor shall the acceptance of Rent by Grantor from any such assignee in any case operate or be taken to work or affect such relicense.

E. **Rail Services**. CRD and Grantor make no warranties or representations, express or implied, as to continued rail service to the Premises. If CRD terminates commuter rail service, this License shall likewise terminate.

SECTION VI – Insurance and Indemnification

A. **Insurance**. Licensee shall (during the term and any extension(s) hereof) maintain insurance acceptable to Grantor and such insurance shall be in the following amounts:

1. Worker's Compensation at the required statutory levels.

2. General Liability ($1,000,000/$2,000,000 bodily injury and property damage). Grantor shall be named as an additional insured as their interest appears. This will not require Licensee to provide insurance to cover the parking lot.

3. Grantor shall provide fire and extended coverage on the building and its contents which insurance policy shall contain a "Waiver of Subrogation" against Licensee.

Licensee will be responsible for providing its own insurance covering its equipment and inventory. Evidence of such insurance shall be furnished to Grantor prior to Licensee taking possession of the Premises. Licensee shall, in addition to providing certificates of insurance to Grantor for the above named

coverages, name the Village of Buffalo Grove as an additional insured and provide that the Village, its employees, officers and agents, shall be held harmless from any and all causes of action, claims, losses, injury, damages, legal expenses, fees, and other costs that may arise from the operation of Premises and execution of this License by Licensee.

B. **Indemnification**. Licensee agrees to indemnify and hold harmless Grantor and CRD and defend from all claims, demands, liabilities, judgments, costs and expenses, including attorneys' fees, arising or growing out of loss or damage to property and all injury to or death of any persons which is in, upon or about any part of the Premises, whenever such loss or damage to the property or injury or death is caused by Licensee's negligence or arises from Licensee's operations pursuant to this Agreement.

SECTION VII – General Conditions

A. **Authorized Representative**. The only authorized agent of Grantor shall be Grantor's Village Manager or designee. The authorized agent of Licensee shall be Arminda Hernandez, an individual ("Owner").

B. **Notices**. All notices provided herein, to be effective upon receipt, shall be served personally or made by certified mail with return receipt to the parties hereto as follows:

Grantor: Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089
Attn: Village Manager

Licensee: Arminda Hernandez

_____

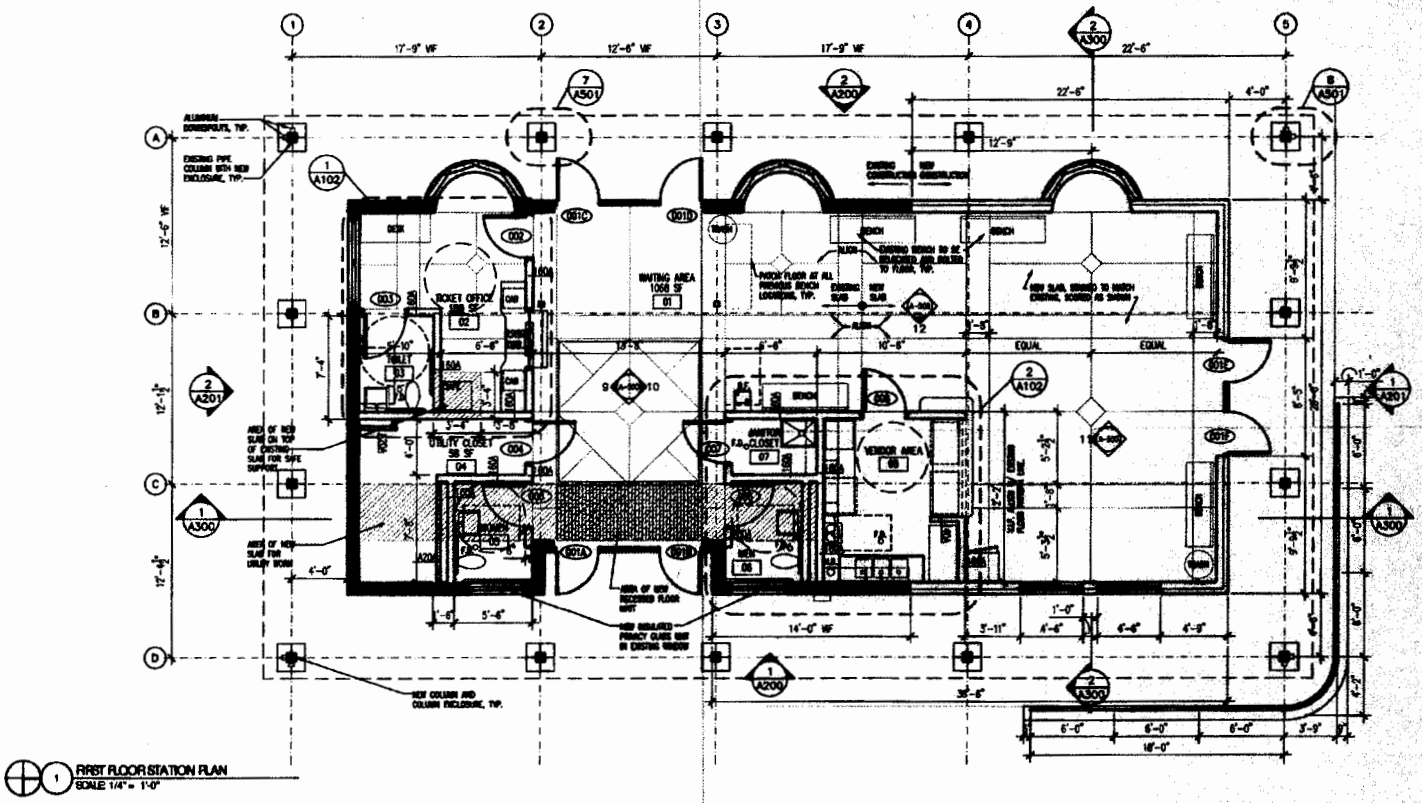
C. **Entire Agreement**. All the representations and obligations of the parties, if any, are contained herein. No modifications, waiver, or amendment of this Agreement, or any of its terms, shall be binding upon Grantor unless such are in writing and signed by a duly authorized official of the Grantor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this day and year first above written.

GRANTOR: LICENSEE:

Village of Buffalo Grove

EXHIBIT A



METRA
TECHNICAL SERVICES

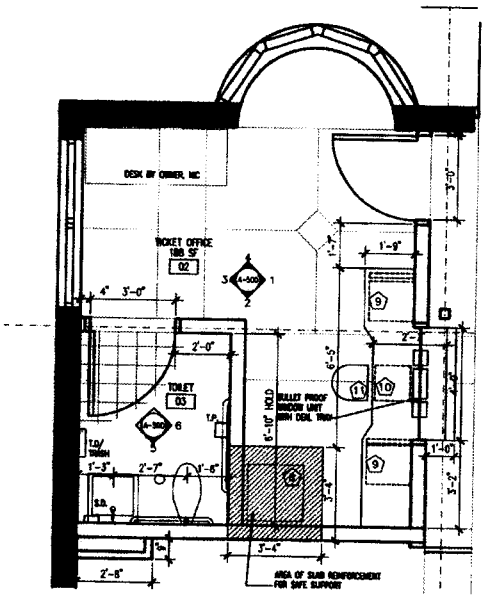
BUFFALO GROVE METRA STATION RENOVATION

626 COMMERCE COURT
BUFFALO GROVE, IL 60089

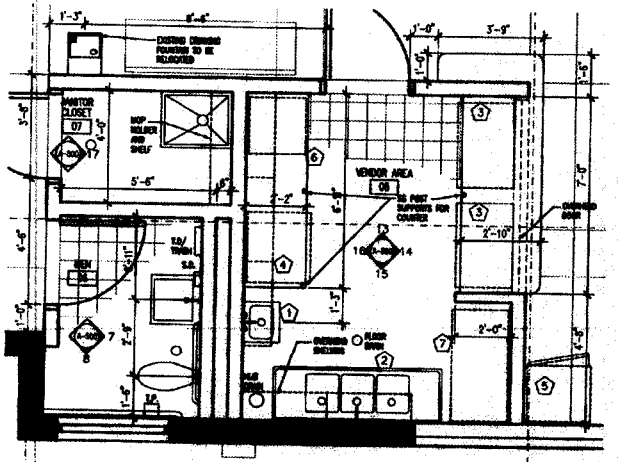
NO.	DATE	ISSUED	APP.
1	9-24-2020	90% SUBMITTAL	
2	3-10-2021	95% SUBMITTAL	

DRAWING NO. A101

PLAN TITLE: STATION FLOOR PLAN



1 ENLARGED PLAN - TICKET OFFICE
SCALE: 1/2" = 1'-0"



NOTE: WOMEN 05 SIMILAR TO MEN 04, OPPOSITE HAND

2 ENLARGED PLAN - VENDOR AREA
SCALE: 1/2" = 1'-0"

METRA
TECHNICAL SERVICES
547 W. JACKSON BLVD.
CHICAGO, IL 60606
312-322-6914

BUFFALO GROVE
METRA STATION
RENOVATION
855 COMMERCE COURT
BUFFALO GROVE, IL 60089

PRIMARY CONSULTANT

SUBCONSULTANT

NO.	DATE	REVISED	APP.
1	2-15-2008	ADD ELEVATION	
2	2-15-2008	ADD ELEVATION	

SHEET NO. A102
SHEET TITLE ENLARGED PLANS

Ordinance without Purchase : Ordinance Amending the Vehicle and Traffic Code

Recommendation

Staff recommends approval of the presented ordinance to codify speed limits within school zones per Illinois State Code 625 ILCS 5/11-605.

Summary

Background

Following a request by the Police Department, the Engineering section performed a review of the signage relating to regulatory and warning school zone signage in the area around Ivy Hall School and have prepared recommendations for the signing of school regulatory speed limits and warning signage.

Analysis

Per current Village code, the maximum speed limit in the Village shall be twenty-five miles per hour (25 mph) on all streets except those called out in Title 10, Chapter BG-11, Article VI – Speed Restrictions. Illinois State Code 625 ILCS 5/11-605 requires speed limits on streets adjacent to schools be limited to 20 miles per hour on school days when children are present. Signage locations & specifications for these speed-restricted school zones are governed by the National Manual on Uniform Traffic Control Devices (MUTCD) and the Illinois Supplement to this manual. To properly sign and enforce the Ivy Hall School Zone the appropriate signage must be installed and codified. The Public Works Department Street section is currently installing the required signage. Enclosed is an ordinance which provides updates to Chapter BG-11, Article VI – Speed Restrictions to be codified and inserted. The Engineering section will review the remaining schools within the Village for compliance with 625 ILCS 5/11-605 and bring forth any additional code updates at a later date.

Strategic Impact

None

Financial Impact

None

ATTACHMENTS:

1. Memo-Ivy Hall 24_0408
2. DRAFT Ordinance - Ivy Hall School Zone_4-8-2024

Trustee Liason
Trustee Stein

Staff Contact
Kyle Johnson, Village Engineer

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: April 8, 2024

TO: Dane Bragg, Village Manager

FROM: Kyle Johnson, Deputy Director of Public Works/Village Engineer

SUBJECT: Ivy Hall School Zone Signage

Following a request by the Police Department, the Engineering section performed a review of the signage relating to regulatory and warning school zone signage in the area around Ivy Hall School and have prepared recommendations for the signing of school regulatory speed limits and warning signage.

Per current Village code, the maximum speed limit in the Village shall be twenty-five miles per hour (25 mph) on all streets except those called out in Title 10, Chapter BG-11, Article VI – Speed Restrictions. Illinois State Code 625 ILCS 5/11-605 requires speed limits on streets adjacent to schools be limited to 20 miles per hour on school days when children are present. Signage locations & specifications for these speed-restricted school zones are governed by the National Manual on Uniform Traffic Control Devices (MUTCD) and the Illinois Supplement to this manual. To properly sign and enforce the Ivy Hall School Zone the appropriate signage must be installed and codified.

The Public Works Department Street section is currently installing the required signage. Enclosed is an ordinance which provides updates to Chapter BG-11, Article VI – Speed Restrictions to be codified and inserted.

The Engineering section will review the remaining schools within the Village for compliance with 625 ILCS 5/11-605 and bring forth any additional code updates at a later date.

ORDINANCE NO. 2024 - _____

AN ORDINANCE AMENDING TITLE 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 vehicle and pedestrian interactions and passage surrounding Ivy Hall School along Ivy Hall Lane, Clohesey Drive, and Penny Lane, the below road signs or speed limit restrictions have been installed, adjusted or removed; 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 601 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:

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
Buffalo Grove Road	Checker Road	Illinois Route 83
Buffalo Grove Road	Busch Road	Mainstreet
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	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	North Village Limits	Deerfield Parkway
Buffalo Grove Road	Old Checker Road	Lake-Cook Road
Buffalo Grove Road	Checker Road	Lake-Cook Roade
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

(7) The maximum speed limit on the following streets shall be twenty miles per hour (20 mph) on school days when children are present:

Street Name	From	To
Clohesey Drive	Ivy Hall Lane	South lot line of 800 Clohesey Drive

Ivy Hall Lane	Penny Lane	Clohesey Drive
Penny Lane	Ivy Hall Lane	South lot line of 773 Penny Lane

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: _____, 2024

APPROVED: _____, 2024

ATTEST: APPROVED:

_____ _____

Village Clerk Village President

Ordinance with Purchase : Ordinance Authorizing the Execution of a Contract with Kellenberger Electric for the Fire Station 27 Generator Replacement Project

Recommendation

Staff recommends approval.

Summary

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Kellenberger Electric, for the Fire Station 27 Generator Replacement Project in an amount not to exceed $70,505.00 pending final review and approval of the contract by the Village Attorney.

ATTACHMENTS:

1. MEMO Fire Station 27 Generator Replacement Bid Award
2. DRAFT Ordinance - 2024 Fire Station 27 Generator Replacement Project
3. Letter to Board of Trustees (1) Station 27 Generator Project Recommendation
4. 233151_Bid Tab_complete Station 27 Generator

Trustee Liason
Trustee Bocek

Staff Contact
James Warnstedt, Deputy Public Works Director

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: April 5, 2024

TO: Dane Bragg, Village Manager

FROM: Jim Warnstedt, Deputy Public Works Director

SUBJECT: Fire Station 27 Generator Replacement Project Bid Award

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Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Kellenberger Electric, for the Fire Station 27 Generator Replacement Project in an amount not to exceed $70,505.00 pending final review and approval of the contract by the Village Attorney.

Background

Staff led a bid for the Fire Station 27 Generator Replacement Project and bids were opened on April 4th, 2024. There was only one bid that was received, which was from Kellenberger Electric. The reasons given as to why only one bid was received was due to contractor capacity and the specialized nature of this project.

Kellenberger Electric is the lowest responsive and responsible bidder. The lowest bidder, Kellenberger Electric, is currently performing this type of work for the Village at the new Public Works building, and staff is satisfied with their performance on that project. The proposed contract is to install new conduit and wire to the generator and automatic transfer switch and to set it up to operate.

This project was part of the Village's 2023 Capital Improvement Budget, but the engineering wasn't completed until late 2023. Given the substantial lead time and increased cost associated with a new generator, the reuse of the decommissioned Cambridge on the Lakes Lift Station generator is a fiscally responsible way to deliver this project.

A copy of the bid tab and a letter of recommendation from Wold Architects, who designed and engineered this project, is attached for reference.

ORDINANCE 2024-____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT WITH KELLENBERGER ELECTRIC FOR THE FIRE STATION 27 GENERATOR REPLACEMENT PROJECT

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

WHEREAS, the Village of Buffalo Grove Fire Department requires the replacement of the exiting backup generator at Fire Station 27; and

WHEREAS, the Village Board 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 Board has authorized the Village Manager to execute a contract for the Fire Station 27 Generator Replacement Project with Kellenberger Electric, in an amount not to exceed $70,505.00.

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

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

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2024
APPROVED: _____, 2024

APPROVED:

_____
Eric N. Smith, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

April 5, 2024

Board of Trustees
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, Illinois 60089

Re: Village of Buffalo Grove
Fire Station 27 Generator Replacement
Commission No. 233151

Dear Board of Trustees:

On Thursday, April 4, 2024, a bid was received from one (1) Contractor for the generator replacement at Fire Station 27. A bid tabulation is attached for your review. Kellenberger Electric Inc. from Elgin, Illinois submitted the low base bid in the amount of $70,505.00.

The budget for this project is:

	Construction Documents December 15, 2023		Bid Award April 5, 2024	
Construction Cost	$	121,000	$	70,505
TOTAL PROJECT COST	**$**	**121,000**	**$**	**70,505**

We recommend awarding the contract to Kellenberger Electric as follows:

Base bid	$70,505.00
TOTAL CONTRACT	**$70,505.00**

Sincerely,

Wold Architects and Engineers

Benjamin Bercher | AIA
Associate

Enclosures

cc: Jim Warnstedt, Deputy Director, Public Works
Matt Bickel, Wold

AM/GOV-IL-CI-BuffaloGrove/Fire Station 27/233151/Admin/Letters/2024.04.05 Letter to Board of Trustees

Project Name: **Fire Station 27 Generator Replacement**

BID TABULATION

Commission No.: 233151
Date: 4-Apr-24
Time:

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

Bidders Name	Addendum Numbers	Bid Security	Base Bid				Remarks
Kellenberger Electric 1540 Fleetwood Drive Elgin, Illinois 847-888-8192	N/A	Y	$70,505				

Ordinance with Purchase : Ordinance Approving a Shared Risk Manager Intergovernmental Agreement

Recommendation

Staff recommends approval of an intergovernmental agreement establishing a shared risk manager position with the Village of Elk Grove and the City of Highland Park at an annual estimated expense of $45,000.

Summary

Staff is requesting approval of an intergovernmental agreement with the Villages of Highland Park and Elk Grove for a shared risk manager position.

ATTACHMENTS:

1. Memo Shared Risk Manager IGA
2. DRAFT Ordinance - Shared Risk Manager
3. IGA Shared Risk Manager

Trustee Liason
Trustee Bocek

Staff Contact
Dane Bragg, Village Manager

VILLAGE OF BUFFALO GROVE

MEMORANDUM

DATE: April 11, 2024

TO: Village President Eric Smith and Trustees

FROM: Dane Bragg, Village Manager

SUBJECT: Shared Risk Manager Intergovernmental Agreement

Recommendation

Staff recommends approval of an intergovernmental agreement establishing a shared risk manager position with the Village of Elk Grove and the City of Highland Park at an annual estimated expense of $45,000.

Background

The Village of Buffalo Grove manages liability, property, workers compensation and ancillary lines of coverage through three sources: the Suburban Liability Insurance Pool for general liability, crime, terrorism and property, the Illinois Public Risk Fund for workers compensation coverage, and direct placement of lines of coverage for cyber-liability, storage tank and other coverages. The Suburban Liability Insurance Pool currently contains four member communities: Buffalo Grove, Highland Park, Hoffman Estates and Elk Grove, with the Village of Glenview scheduled to enter the pool in May 2024. Of the four current members, only the Village of Hoffman Estates has a full-time Risk Manager.

With ongoing reorganization of the Human Resources, Administrative Services and Office of the Village Manager functions and duties, the addition of a shared risk management position would be very beneficial to Buffalo Grove. In the past, risk management functions have been shared among human resources, finance and OVM staff. The Village's risk management functions will be centralized in Administrative Services with the Village Manager continuing to serve as chair of the SLIP board of directors.

The shared risk manager position would function very similarly to the Joint Emergency Management System (JEMS) executive director, supporting multiple agencies in pursuit of common goals. The Risk Manager would be responsible for gathering loss and loss prevention data across the member communities, implementing best practices for loss prevention and safety programs, analyzing claim activity and recommending risk reduction strategies that benefit not only the individual members but also the pool as a whole. Further, the risk manager will provide support to the Administrative Services staff in managing and processing loss prevention measures.

Due to ongoing reorganization and staff promotions, the cost for the shared risk manager (approx. $45,000 annually) will be covered entirely by budgetary personnel savings and will not require additional budgetary resources. Under the terms of the proposed agreement, the City of Highland Park will be the lead agency, will employ the Risk Manager with the member communities sharing equally in the allocation of time worked, selection and work plan for the employee. The agreement is evergreen with automatic annual renewals, subject to approval of an annual budget for the salary, benefits and ancillary expenses associated with the program.

In Buffalo Grove, the Risk Manager will report to the Assistant Village Manager and will work with the Purchasing Manager and Village Manager.

Next Steps

Once the agreement has been approved by all parties, the human resources teams will proceed with recruiting a preferred candidate for the position, with the program fully functional in the third quarter of 2024.

ORDINANCE 2024-_____
AN ORDINANCE AUTHORIZING AN AGREEMENT WITH ELK GROVE VILLAGE AND THE CITY OF HIGHLAND PARK
RELATING TO A SHARED RISK MANAGER

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

WHEREAS, the Village seeks to enter into an Agreement with Elk Grove Village and the City of Highland Park for shared risk manager services as set forth in the Agreement.

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

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

SECTION 2. The Village President is authorized to enter into an Agreement with Elk Grove Village and the City of Highland Park for a shared risk manager, as set forth on Exhibit A, attached hereto, pending attorney review.

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

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

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2024
APPROVED: _____, 2024

APPROVED:

_____
Eric Smith, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

INTERGOVERNMENTAL AGREEMENT FOR SHARED RISK MANAGER

THIS AGREEMENT is dated as of the ____ day of _____, 2024 ("**Effective Date**"), and is by and between the VILLAGE OF BUFFALO GROVE, an Illinois home rule municipal corporation ("**Buffalo Grove**"), ELK GROVE VILLAGE, an Illinois home rule municipal corporation ("**Elk Grove Village**"), and the CITY OF HIGHLAND PARK, an Illinois home rule municipal corporation ("**Highland Park**") (Buffalo Grove, Elk Grove Village, and Highland Park are, collectively, the "***Parties***").

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in the exercise of their powers and authority under the Intergovernmental Cooperation Act, 5 ILCS 220/3 et seq., and the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Parties mutually agree as follows:

WHEREAS, Buffalo Grove, Elk Grove Village, and Highland Park have each identified the need for a professional employee who performs risk management duties; and

WHEREAS, in order to attract the highest level of talent and in the interest of conserving municipal funds and resources, the Parties have determined that it is in their mutual best interests to share one risk manager between the three municipalities; and

WHEREAS, the Parties desire to enter into this agreement to set forth the rights and responsibilities of each Party with respect to the risk manager;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, it is agreed between the Parties hereto, as follows:

1. **Employment of Risk Manager:**

    a. **Employment by Highland Park.** Highland Park will employ an individual with the job title of "**Risk Manager**," whose job description, responsibilities and role will substantially be as outlined in ***Exhibit A*** to this Agreement. The Risk Manager will not be an employee of either Buffalo Grove or Elk Grove Village, and will be classified as a "consultant" or "independent contractor" or a similar title with respect to those Parties.

    b. **Selection of Risk Manager.** Highland Park agrees that each of Buffalo Grove and Elk Grove Village will have the opportunity to interview and participate in the selection process of the Risk Manager, and Highland Park will not employ a Risk Manager except upon approval of Buffalo Grove and Elk Grove Village. If the Parties cannot agree on the selection of an individual for the Risk Manager position within six months after the Effective Date of this Agreement, or if the position of Risk Manager becomes vacant for any continuous six-month period, this Agreement will automatically terminate.

c. **Codes and Policies.** The Risk Manager will be subject to the employment policies, code of conduct, information technology policy and all other policies of Highland Park, to be reviewed by the Parties in advance of being hired.

d. **Discipline and Termination.** In the event that the Risk Manager is disciplined by Highland Park with discipline at least as severe as a written warning, each of the Parties will have the right to individually terminate the services of the Risk Manager pending any investigation or cause of action, but will remain liable for all costs associated with salary and benefits as set forth in Section 3 of this Agreement.

2. **Allocation of Time:** The Risk Manager will divide their time evenly between the Parties, spending approximately one-third of their total weekly hours in each municipality. The Parties will meet with the Risk Manager twice annually to determine an acceptable specific schedule for the following six months.

3. **Salary; Benefits of Risk Manager:** The Parties will share evenly in all costs of the employment of the Risk Manager by Highland Park, with each Party bearing one-third of the total costs. The costs of employment include, without limitation, salary, all state and federal taxes, insurance, retirement contributions, if any, laptop computer costs, mobile telephone costs, and all other benefits provided to an employee of Highland Park. Highland Park will pay the Risk Manager salary and cover all additional benefits offered to the Risk Manager as an employee of Highland Park. Highland Park will send a monthly invoice to Buffalo Grove and Elk Grove Village for their share of the costs of employment. Invoices must be paid within 30 days after receipt. The Parties are each responsible for their own expenditures for fixtures and office products used by the Risk Manager. Annually before July 1 of each year, Highland Park shall provide an estimated annual budget for the costs associated with employment of the Risk Manager (including, without limitation, estimated costs that may be due in accordance with Section 7 of this Agreement) for review and approval by all Parties. Following approval of each annual budget by the Parties, or of an amendment thereof, neither Buffalo Grove nor Elk Grove Village will be responsible for payment of any aggregate amount in excess of 105% of their one-third share of the approved budgeted amount.

4. **Annual Review:** The Parties will jointly review the performance of the Risk Manager annually, subject to a process and format for the evaluation agreeable to the Parties and the Risk Manager. The evaluation process will include the opportunity for a representative of each Party to prepare a written evaluation, meet and discuss the evaluation with the Risk Manager, and present a written summary of the evaluation results for the Risk Manager. The evaluation process will also include the opportunity for the Risk Manager to provide a written self-evaluation to be delivered to the Parties. The Parties and the Risk Manager agree to establish annually a schedule of goals and indicators for the Risk Manager, which schedule will be used as a basis of measurement of the Risk Manager's performance at the annual evaluation.

5. **Acknowledgment of Agreement:** Following the execution of this Agreement, a copy will be provided to the Risk Manager for their review and acknowledgment. The Risk

Manager must provide an executed acknowledgment of this Agreement to Highland Park prior to commencing employment with Highland Park.

6. **Confidentiality:** The Parties acknowledge that the Risk Manager will have access to confidential information ("***Confidential Information***") of, about, and belonging to, the Parties relating to the Risk Manager's responsibilities. Confidential Information does not include public documents or information that would otherwise constitute Confidential Information but that has become public. By acknowledging this Agreement, the Risk Manager acknowledges, covenants and warrants that, both during and after the Risk Manager's term of employment, the Risk Manager will not directly or indirectly use, divulge, furnish, or make accessible the Confidential Information of any Party to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by the subject Party in a fiduciary capacity without the prior express written authorization of that Party, but instead the Risk Manager will keep all Confidential Information strictly and absolutely confidential except as otherwise provided in this Agreement or as required by the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq*, or otherwise by law or court order. The Parties agree that any Confidential Information provided to the Risk Manager by a Party may not be divulged or made accessible to another Party to this Agreement without the prior express written authorization of the divulging Party. Nothing in this Agreement creates any right of any Party to another Party's Confidential Information, even if the Confidential Information is shared with the Risk Manager.

7. **Liability of Each Party:** The Parties, individually, will be liable for any action, inaction, negligence, injury or any other claim made by or against the Risk Manager when the Risk Manager is doing work for that Party or within that Party's jurisdiction. To the extent a claim arises when the Risk Manager is not on the premises of a Party but is performing work related duties, the Parties will provide coverage for any and all such claims through their applicable insurance policies.

8. **Notices:** Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8, each Party will have the right to change the address or the addressee, or both, for all future notices to the other Party, but no notice of a change of addressee or address will be effective until actually received.

If to Buffalo Grove:
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, Illinois 60089
Attn: Village Manager
Email: dbragg@vbg.org

If to Elk Grove Village:

Elk Grove Village
901 Wellington Avenue
Elk Grove Village, Illinois 60007
Attn: Village Manager
Email: mroan@elkgrove.org

If to Highland Park:
City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Attn: City Manager
Email: gneukirch@cityhpil.com

9. **Term and Termination:** Unless automatically terminated pursuant to Section 1 of this Agreement, this Agreement will be effective for a term of one year, beginning on the Effective Date. Following the original term, this Agreement will be renewed automatically and without any further action by the Parties for successive one-year terms, unless a Party provides written notice of intent to terminate the Agreement at least 120 days prior to the commencement of any renewal term.

10. **No Additional Rights or Interest:** The Risk Manager's employment with Highland Park is subject to and controlled by the employment agreement or terms established by Highland Park and the Risk Manager. Nothing in this Agreement creates any additional rights, interests, property right in, or any other right to the continuation of, the Risk Manager's employment with Highland Park.

11. **Amendments:** No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

12. **Assignment:** No Party may assign their rights or obligations under this Agreement without the prior written consent of the other Parties.

13. **Actions, Consents, and Approvals:** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

14. **Binding Effect:** The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

15. **Governing Laws:** This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

16. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Parties with respect to the subject matter of the Agreement.

17. **Non-Waiver:** No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

18. **Interpretation:** This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting Party will not be applicable to this Agreement.

19. **Calendar Days; Calculation of Time Periods:** Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

20. **Counterpart Execution:** This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

21. **Headings:** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement

22. **Acknowledgements**: The Parties mutually acknowledge that they have entered into this Agreement voluntarily and have had an opportunity to have this Agreement reviewed by counsel of their choosing.

VILLAGE OF BUFFALO GROVE:

By:_____ Attest: _____
Village President Village Clerk

Date:_____ [Seal]

ELK GROVE VILLAGE:

By:_____ Attest: _____
Village President Village Clerk

Date:_____ [Seal]

CITY OF HIGHLAND PARK:

By:_____ Attest: _____
Mayor City Clerk

Date:_____ [Seal]

ACKNOWLEDGMENT BY RISK MANAGER:

By:_____

Date:_____

Exhibit A

Job Description

(attached)

Ordinance without Purchase : Ordinance Amending Title 12 of the Municipal Code

Recommendation

Staff recommends approval

Summary

Staff recommends approval of an ordinance amending Title 12 of the Village of Buffalo Grove Municipal Code pertaining to planting and tree care management.

ATTACHMENTS:

1. Memo - Ordinance Amending Title 12
2. DRAFT Ordinance Amending Title 12

Trustee Liason
Trustee Stein

Staff Contact
James Warnstedt, Deputy Public Works Director

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: March 12, 2024

TO: Dane Bragg, Village Manager

FROM: Jim Warnstedt, Deputy Public Works Director
Andrea Larson, Civil Engineer I

SUBJECT: Ordinance Amending Title 12 of the Village of Buffalo Grove Municipal Code

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Recommendation

Staff recommends approval of an ordinance amending Title 12 of the Village of Buffalo Grove Municipal Code.

Background

The Village of Buffalo Grove is a sub-recipient of a USDA grant through the Morton Arboretum. Part of the grant requirements include a review of the Village's ordinances and processes managing tree care resulting in the attached highlighted additions to Title 12.

These two additions are considered minimal and will help the Village not only complete an inventory of remaining trees but qualifies the Village for future substantial USDA funding. Below is an overview of the two additions to the Municipal Code.

SECTION 2. Section 010 of Chapter 04 of Title 12 of the Village of Buffalo Grove Municipal Code is hereby amended by adding thereto the following portions as shown as follows:

> The protection, preservation, and care of trees illustrates their value to the Village as they play a vital role in absorbing pollutants from air and groundwater, sequester carbon, produce oxygen, mitigate stormwater runoff and soil erosion, mitigate heat and wind impacts, buffer noise and light pollution, act as critical parts of the surrounding ecosystem, enhance the quality of life, and can improve property values and commercial activities.

SECTION 3. Chapter 20 of Title 12 of the Village of Buffalo Grove Municipal Code is hereby amended by inserting the following text hereafter known as Section 041 shown as follows:

> Planting, species selection, tree care and removal standards for all Village trees shall all be in accordance with the Village's most recently accepted Urban Forestry Management Plan as prepared and updated by the Public Works Department.

ORDINANCE 2024-____

AN ORDINANCE AMENDING TITLE 12 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, to provide safe and efficient traffic flow along Lexington Drive from the Rickey Rockets Development, Deerfield Parkway, Weiland Road, Arlington Heights Road, and Armstrong Drive, the below road signs or turning restrictions have been installed, adjusted or removed; and,

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

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. Section 010 of Chapter 04 of Title 12 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 as follows:

12.04.010 Purpose and scope.

A. Purpose. The purpose of this Chapter is to establish policies and procedures for constructing facilities on rights-of-way and use of rights-of-way within the Village's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the Village rights-of-way and the Village as a whole.

B. Intent. In enacting this Chapter, the Village intends to exercise its authority over the rights-of-way in the Village and, in particular, the use of the public ways and property by utilities and others, by establishing uniform standards to address issues presented by utility facilities and the public including without limitation:

1. Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;
2. Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
3. Prevent interference with the facilities and operations of the Village's utilities and of other utilities lawfully located in rights-of-way or public property;
4. Protect against environmental damage, including damage to trees, from the installation of utility facilities;
5. Protect against increased stormwater run-off due to structures and materials that increase impermeable surfaces;
6. Preserve the character of the neighborhoods in which facilities are installed;
7. Preserve open space, particularly the tree-lined parkways that characterize the Village's residential neighborhoods;
8. Prevent visual blight from the proliferation of facilities in the rights-of-way; and
9. Assure the continued safe use and enjoyment of private properties adjacent to utility facilities locations.
10. The protection, preservation, and care of trees illustrates their value to the Village as they play a vital role in absorbing pollutants from air and groundwater, sequester carbon, produce oxygen, mitigate stormwater runoff and soil erosion, mitigate heat and wind impacts, buffer noise and light pollution,

act as critical parts of the surrounding ecosystem, enhance the quality of life, and can improve property values and commercial activities.

C. Facilities Subject to this Chapter. This Chapter applies to all facilities on, over, above, along, upon, under, across, or within the rights-of-way within the jurisdiction of the Village. A facility lawfully established prior to the effective date of this Chapter may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement.

D. Franchises, Licenses, or Similar Agreements. The Village, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the Village rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the Village enter into such an agreement. In such an agreement, the Village may provide for terms and conditions inconsistent with this Chapter.

E. Effect of Franchises, Licenses, or Similar Agreements.

1. Utilities Other than Telecommunications Providers. In the event that a utility other than a telecommunications provider has a franchise, license or similar agreement with the Village, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

2. Telecommunications Providers. In the event of any conflict with, or inconsistency between, the provisions of this Chapter and the provisions of any franchise, license or similar agreement between the Village and any telecommunications provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

F. Conflicts with Other Chapters. This Chapter supersedes all Chapters or parts of Chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

G. Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this Chapter, the utility shall comply with the requirements of this Chapter to the maximum extent possible without violating federal or state laws or regulations.

H. Sound Engineering Judgment. The Village shall use sound engineering judgment when administering this Chapter and may vary the standards, conditions, and requirements expressed in this Chapter when the Village so determines. Nothing herein shall be construed to limit the ability of the Village to regulate its rights-of-way for the protection of the public health, safety and welfare.

SECTION 3. Chapter 20 of Title 12 of the Village of Buffalo Grove Municipal Code is hereby amended by inserting the following text hereafter known as Section 041 shown by the underlined and highlighted text as follows:

12.20.041 Planting care and standards.

Planting, species selection, tree care and removal standards for all Village trees shall all be in accordance with the Village's most recently accepted Urban Forestry Management Plan as prepared and updated by the Public Works Department.

SECTION 4. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

SECTION 5. This Ordinance shall be in full force and effect from and after its passage and approval and shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2024
APPROVED: _____, 2024

APPROVED:

_____
Eric N. Smith, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

Ordinance without Purchase : Ordinance Amending Chapter 5.20 Liquor Controls to Update Licenses Authorized

Recommendation

Staff recommends approval

Summary

Background

In December 2023, the Village Board approved Ordinance 2023-157, which amended Titles 1-19 and Appendix A of the Village of Buffalo Grove Municipal Code. Part of this update was to modify, simplify, and combine liquor license classes. However, because December was in the middle of the license cycle, which runs May 1 through April 30, *Section 5.20.130 Licenses Authorized* was left to include the original liquor license classes and made effective until April 30, 2024.

At this time, *Section 5.20.130 Licenses Authorized* must be updated to reflect the new liquor license classes effective with the upcoming license period, which begins May 1, 2024.

ATTACHMENTS:

1. Memo - Update Code Section 5.20.130 with new liquor license classes
2. DRAFT Ordinance - Update all license classes as of 05012024

Trustee Liason
President Smith

Staff Contact
Jessie Brown, Deputy Village Clerk

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: April 10, 2024

TO: Dane Bragg, Village Manager

FROM: Jessie Brown, Administrative Services Manager / Deputy Village Clerk

SUBJECT: Updated municipal code to reflect new liquor license classes

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In December 2023, the Village Board approved Ordinance 2023-157, which amended Titles 1-19 and Appendix A of the Village of Buffalo Grove Municipal Code. Part of this update was to modify, simplify, and combine liquor license classes. However, because December was in the middle of the license cycle, which runs May 1 through April 30, *Section 5.20.130 Licenses Authorized* was left to include the original liquor license classes and made effective until April 30, 2024.

At this time, *Section 5.20.130 Licenses Authorized* must be updated to reflect the new liquor license classes effective with the upcoming license period, which begins May 1, 2024.

Underlined = addition
~~Strikethroughs~~ = deletion
04/10/2024

ORDINANCE NO. 2024 - ____

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. Section 5.20.130 of the Village of Buffalo Grove Municipal Code is hereby amended to read as follows:

5.20.130 Licenses authorized.

A. The following licenses are authorized:

Licensee and d/b/a	**Address**
Class A.	
1. Midas Banquets, Inc. d/b/a Astoria Banquets	1375 W. Dundee Road
2. Leiserv, LLC d/b/a Bowlero—Buffalo Grove	350 McHenry Road
3. Donato Restaurant Group, Inc. d/b/a Buffalo Restaurant	1180 Lake Cook Road
4. Continental Restaurant, Inc.	782 S. Buffalo Grove Road
5. Eva's Mexican Restaurant, Inc.	205 Dundee Road
6. AAA Restaurant, Inc. d/b/a Flambe India	1155 McHenry Road #102B
7. Lake County Hospitality, LLC Franchisee of Wyndham Garden Inn	900 Lake Cook Road
8. Chanprung, LLC d/b/a Full Thai	1000 Weiland Road
9. Themi's Pizza, LLC d/b/a Giordano's of Buffalo Grove	270 McHenry Road
10. Golden Durebak Restaurant, Inc.	718 Buffalo Grove Road
11. The Golf Lobby, LLC	312 Half Day Road
12. Grande Jakes Fresh Mexican Grill in BG, Inc.	799 Buffalo Grove Road
13. Guzman Y Gomez Restaurants, LLC	120 McHenry Road
14. K1 Speed, Inc.	301 Hastings Lane
15. Ineozone Inc. d/b/a Kum Kang San Korean BBQ	1333 Dundee Road
16. La Presa Restaurant, Inc.	86 W. Dundee Road
17. Luma, LLC d/b/a Lou Malnati's	85 South Buffalo Grove Road
18. La Minita, Inc. d/b/a Mi Mexico Mexican Restaurant	220 N. Milwaukee Avenue

19. Telugu Ruchulu of BG, LLC d/b/a Newabi Hyderabad House Biryani Place	228 McHenry Road
20. Nino's Pizzeria, Inc.	960 Buffalo Grove Road
21. Paddock Lounge, LLC	301 Hastings Drive
22. TK Tavern, Inc. d/b/a Prairie House Tavern	2710 Main Street
23. BRI Incorporated d/b/a Sal & Tony's	48 Raupp Boulevard
24. The Schwaben Center	301 Weiland Road
25. Sky Fitness Café, Inc. d/b/a Sky Spa & Sauna	1501 Busch Parkway
26. Yang Group, Inc. d/b/a Sushi Grove	154 McHenry Road
27. WJN Gold, LLC d/b/a WJ Golf	401 Half Day Road
28. Booming, Inc. d/b/a Yan Yan Chinese Cuisine	360 Half Day Road
Class A-1.	
1. Chicago Galbi House Inc	340 Half Day Road
2. Hakuya Sushi, Inc	161 Dundee Road
3. Roundy's Illinois, LLC d/b/a Mariano's	450 Half Day Road
4. MOD Super Fast Pizza, LLC d/b/a MOD Pizza	1555 Deerfield Parkway
5. Niki's Gyros, Inc.	1038 Weiland Road
6. Abba, Inc. d/b/a Original Bagel & Bialy	105 McHenry Road
7. Black Pepper, Inc. d/b/a Rivaj Indian Cuisine	1034 Weiland Road
8. RR Buffalo Grove LLC d/b/a Ricky Rockets—Buffalo Grove	700 E Lake Cook Road 101
9. Taste of Tokyo, Inc.	159 McHenry Road
Class C.	
1. Malhotra Enterprises, Inc. d/b/a 7-Eleven	1165 Weiland Road
2. Al & Al Cellar, Inc. d/b/a Al & Al Liquor	400 W. Dundee Road 1
3. BG Pantry, Inc. d/b/a BG Liquors	223 W. Dundee Road
4. BGLIQS LLC	1655 Buffalo Grove Road
5. Highland Park CVS, LLC	20 E. Dundee Road
6. Hariom, Inc. d/b/a Dev Liquor & Wine	1170 McHenry Road
7. 77018 Company d/b/a Garden Fresh Market	770 S. Buffalo Grove Road
8. Roundy's Illinois, LLC d/b/a Mariano's	450 Half Day Road
9. American Drug Stores, Inc. d/b/a Osco	79 McHenry Road
10. RR Buffalo Grove LLC d/b/a Ricky Rockets—Buffalo Grove	700 E Lake Cook Road 101
11. Seoul Supermarket, Inc.	1204 Dundee Road
12. Bond Drug Company of Illinois, LLC d/b/a Walgreens	15 N. Buffalo Grove Road
13. Bond Drug Company of Illinois, LLC d/b/a Walgreens	1701 N. Buffalo Grove Road
14. Walgreen Co. d/b/a Walgreens	1225 W. Dundee Road

15. Woodman's Food Market, Inc.	1550 Deerfield Parkway
Class C-1.	
1. Aldi, Inc.	1202 Dundee Road
2. Nino's Pizzeria, Inc.	960 S. Buffalo Grove Road
3. BRI Incorporated d/b/a Sal & Tony's	48 Raupp Boulevard
Class C-2.	
1. Graham Enterprise, Inc	540 McHenry Road
2. Casey's Retail Company d/b/a Casey's #6427	1251 McHenry Road
3. RDK Ventures LLC d/b/a Circle K	1200 Arlington Heights Road
4. RDK Ventures LLC d/b/a Circle K	50 Lake Cook Road
5. Casey's Retail Company d/b/a Goodstop #6405	10 Dundee Road
6. Speedway LLC	201 N. Milwaukee Avenue
7. True North Energy, LLC	185 Milwaukee Avenue
Class D.	
1. Prairie Krafts, Inc. d/b/a Liquid Love Brewing Company	1310 Busch Parkway
Class F.	
1. WJ Sports Entertainment, LLC	1380 Busch Parkway
Class F-1.	
1. IPMedia Holdings, Inc. d/b/a GildedBox	1360 Abbott Court
Class G.	
1. Buffalo Grove Park District – Community Arts Center	225 McHenry Road
2. Buffalo Grove Park District – Golf Dome	801 McHenry Road

SECTION 2. This Ordinance shall be effective May 1, 2024.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2024
APPROVED: _____, 2024
PUBLISHED: _____, 2024

ATTEST: APPROVED:

_____ _____
Janet M. Sirabian, Village Clerk Eric N. Smith, Village President

Ordinance without Purchase : Ordinance Amending Chapter 5.20 Liquor Controls to Reserve a Class A-1 Liquor License for PYX Brands LLC d/b/a Yeero Revolution

Recommendation

Staff recommends approval.

Summary

A Class A-1 liquor license is reserved for PYX Brands LLC d/b/a Yeero Revolution at 700 E Lake Cook Rd 105. This reservation is subject to the applicant completing Village requirements for said license on or before July 15, 2024.

ATTACHMENTS:

1. DRAFT Ordinance - Reserve Yeero Revolution Class A-1 Liquor License

Trustee Liason
President Smith

Staff Contact
Jessie Brown, Deputy Village Clerk

Underlined = addition
~~Strikethroughs~~ = deletion
04/10/2024

ORDINANCE NO. 2024 - ____

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. Section 5.20.130 of the Village of Buffalo Grove Municipal Code is hereby amended as follows:

5.20.130 Licenses authorized.
Subsection A-1. of Section 5.20.130 of the Village of Buffalo Grove Municipal Code is hereby amended with deletions in ~~strikethrough~~ and additions in underline text so that Subsection A-1. of Section 5.20.130 shall provide as follows.

Class A-1.	
1. Chicago Galbi House Inc	340 Half Day Road
2. Hakuya Sushi, Inc	161 Dundee Road
3. Roundy's Illinois, LLC d/b/a Mariano's	450 Half Day Road
4. MOD Super Fast Pizza, LLC d/b/a MOD Pizza	1555 Deerfield Parkway
5. Niki's Gyros, Inc.	1038 Weiland Road
6. Abba, Inc. d/b/a Original Bagel & Bialy	105 McHenry Road
7. Black Pepper, Inc. d/b/a Rivaj Indian Cuisine	1034 Weiland Road
8. RR Buffalo Grove LLC d/b/a Ricky Rockets—Buffalo Grove	700 E Lake Cook Road 101
9. Taste of Tokyo, Inc.	159 McHenry Road
10. PYX Brands LLC d/b/a Yeero Revolution	700 E Lake Cook Road 105

SECTION 2.

A. A Class A-1 liquor license is reserved for PYX Brands LLC at 700 E Lake Cook Road 105. This reservation is subject to the applicant completing Village requirements for said license on or before July 15, 2024. The Village Manager shall have the authority to extend the July 15, 2024 date for good cause shown. If not so extended, this reservation shall cease.

B. This Section 2 shall not be codified.

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

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2024
APPROVED: _____, 2024
PUBLISHED: _____, 2024

ATTEST: APPROVED:

_____ _____
Janet M. Sirabian, Village Clerk Eric N. Smith, Village President

Ordinance without Purchase : Ordinance Approving Link Together Coalition Donation Agreement

Recommendation

Staff recommends approval of agreement

Summary

The Buffalo Grove Police Department proposes a $5,000 donation from the Opioid settlement funds to the Link Together Coalition for collaboration to enhance prevention and educational outreach on substance abuse.

ATTACHMENTS:

1. Link Together Coalition Donation Memorandum
2. DRAFT Ordinance - Omni Donation Agreement
3. CHICAGO-225946-v3-Donation_Agreement copy copy

Trustee Liason
Trustee Cesario

Staff Contact
Brian Budds, Police Chief

VILLAGE OF
BUFFALO GROVE

DATE: April 9, 2024

TO: Dane Bragg, Village Manager

FROM: Brian Budds, Chief of Police

RE: Link Together Coalition – Proposed Donation

In alignment with the Village's ongoing efforts to address the opioid crisis within Buffalo Grove, we have identified an opportunity to support our community through a strategic donation. This memo proposes a $5,000 donation from the Opioid Settlement Funds to the Link Together Coalition. This initiative aims to enhance our preventative and educational outreach on substance misuse.

Donation Agreement Overview

- **Amount:** $5,000 will be used to purchase Deterra at-home drug disposal systems and multi-pill bottle lock boxes.
- **Recipient:** Link Together Coalition, in association with Omni Youth Services, is recognized for its commitment to substance abuse prevention and education across Wheeling Township, including Buffalo Grove.
- **Utilization:** Link Together proposes the funds will facilitate the acquisition of three boxes of Deterra kits (totaling 600 packages) and 100 multi-pill bottle lock boxes, essential for our community's drug disposal and safety measures.

Purpose

The proposed allocation supports a proven and practical approach to reducing prescription drug misuse by ensuring safe disposal methods are readily available to our residents. Distribution of these products to Buffalo Grove residents will enhance community prevention, engagement, and education involving the opioid epidemic. Additionally, it aligns with our broader community engagement efforts, including distribution at DEA Drug Take Back Days, Farmers Market, National Night Out, and through partnerships with local schools and healthcare providers.

Recommendation

Given the impactful nature of this initiative and its direct benefits to Buffalo Grove's residents, we recommend the Village Board approve this $5,000 donation to the Link Together Coalition. This action will not only bolster our community's health and safety but also demonstrate our proactive stance against the opioid epidemic.

ORDINANCE 2024-____

AN ORDINANCE AUTHORIZING EXECUTION OF A DONATION AGREEMENT WITH OMNI YOUTH SERVICES

WHEREAS, the Village of Buffalo Grove has received certain funds as a result of settlement of litigation related to the Opioid Crisis (the "Funds");

WHEREAS, Omni Youth Services provides substance abuse counseling and resources for the residents of Buffalo Grove;

WHEREAS, the Village of Buffalo Grove has agreed to provide $5,000.00 of the Funds to be used by Omni Youth Services as part of its mission to provide substance abuse counseling and resources. ("Donation");

WHEREAS, Omni Youth Services has agreed to utilize the Donation as part of its mission to provide substance abuse counseling and resources.

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 the Donation Agreement with Omni Youth Services.

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: _____, 2024
APPROVED: _____, 2024

APPROVED:

_____
Eric Smith, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

DONATION AGREEMENT

This Donation Agreement (this "**Agreement**") is entered into by and between Village of Buffalo Grove, an Illinois municipal corporation ("**Donor**") and Omni Youth Services ("**Recipient**"), as of this ____day of _____, 2024.

RECITALS

WHEREAS, Donor has received certain funds as a result of settlement of litigation related to the Opioid Crisis (the "Funds");

WHEREAS, Recipient provides substance abuse counseling and resources for the residents of Buffalo Grove;

WHEREAS, Donor has agreed to provide $5,000.00 of the Funds to Recipient to be used by Recipient as part of its mission to provide substance abuse counseling and resources. (the **Donation**");

WHEREAS, Recipient has agreed to utilize the Donation as part of its mission to provide substance abuse counseling and resources.

NOW THEREFORE, in consideration of the foregoing recitals, the parties hereby agree as follows:

1. **Donation**. Subject to the limitations outlined in the restrictions on use of the Funds and this Agreement, Donor hereby agrees to make the Donation to Recipient.

2. **Use of Donation** Recipient agrees to use the Donation only as set forth in this Agreement and as set forth on Exhibit A which is attached hereto and incorporated herein. Further, Recipient agrees to cooperate with the Donor in any audit or accounting as a result of the Donation.

3. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one instrument.

4. **Successors and Assigns**. This Agreement shall not be assigned.

5. **Total Agreement**. This Agreement (i) contains the entire understanding between the parties hereto with respect to the transactions contemplated herein; and (ii) may be altered or amended from time to time only by written instrument executed by both parties hereto.

6. **Choice of Law**. This Agreement shall be interpreted in accordance with the laws of the State of Illinois.

[Signatures on following page]

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

Donor: Village of Buffalo Grove

By: _____
Name: _____
Its: _____

Recipient: Omni Youth Services

By: _____
Name: _____
Its: _____

Exhibit A

1. With $5,000 being provided, the most efficient way to spend the Opioid Settlement funds is on Deterra. The State of IL provided these at no cost through RALI, Rx Abuse Leadership Initiative of Illinois. The initiative has ended, and the community recognizes the Coalitions as providers of this. The additional funds would be used for multi-pill bottle lock boxes and staff time/travel.

    A. Deterra is an at-home drug disposal system.

        a. Cost:

            i. 3 boxes= 600 packages in a box
            ii. 1 box= $856
            iii. 3 boxes= $2568

    B. Multi-Pill Bottle Lock boxes

        a. Cost: 100 boxes= $2000

            i. Lock bottles and boxes for substances (e.g. bottles for pills $12 and boxes to hold multiple bottles $20)

    C. Staff Time and Travel

        a. Cost: $432

2. Additional costs will be paid by Omni Youth Services/Link Together

Resolution : Resolution Authorizing the Village Manager to Execute an Agreement with the Buffalo Grove Park District and the Buffalo Grove Rotary Club for the 2024 BG Days Event

Recommendation

Staff recommends approval.

Summary

The Village and Buffalo Grove Park District recommend entering into a one-year agreement with the Rotary Club of Buffalo to formally solidify commitments to working collaboratively in contributing to the overall success of Buffalo Grove Days.

ATTACHMENTS:

1. MEMO - BG Days Agreement
2. DRAFT Resolution - BG Days Agreement
3. Draft Agreement - BG Days

Trustee Liason
Trustee Johnson

Staff Contact
Molly Gillespie, Communications Director

MEMORANDUM

DATE: April 8, 2024

TO: Village Board, Village of Buffalo Grove
Board of Commissioners, Buffalo Grove Park District

FROM: Molly Gillespie, Director of Communications and Engagement Joe Zimmermann, Director of Recreation and Facilities

SUBJECT: Rotary partnership at Buffalo Grove Days 2024

Recommendation

The Village of Buffalo Grove (Village) and Buffalo Grove Park District (Park District) recommend entering into a one-year agreement with the Rotary Club of Buffalo (Rotary) to formally solidify commitments to working collaboratively in contributing to the overall success of Buffalo Grove Days (BG Days).

Background

BG Days has experienced three prosperous years under the 50/50 partnership between the Village and the Park District. Staff from each organization has thrived in roles that match their skills and expertise. Financially, the event has had a positive cash flow, earning revenues of approximately $30,000 annually for both organizations. Strategic partnerships with other community organizations, including Rotary and the Buffalo Grove Lincolnshire Chamber of Commerce (BGLCC) have leveraged respective strengths and special skills for specific event activities that have contributed to the overall success and positive experience of the festival.

Analysis

The 50/50 partnership highlighted the skills of each agency, with the Park District leading sponsorship acquisition, beverage sales, food trucks and entertainment with assistance in site preparation, website and kids' entertainment activities. The Village continues to coordinate purchasing, contract execution, public safety planning, site set up and some special activities, like the parade.

The Village has also coordinated with community organizations to ensure some activities continue under their purview. One of the key partnerships that has been instrumental in

enhancing BG Days is the collaboration with Rotary. While the Village and Park District have worked closely with Rotary for several years, the agreement under consideration seeks to formalize the partnership in relation to the festival, no different than the agreement with the BGLCC.

Under the proposed agreement, Rotary will continue to host fundraising events such as Bingo and the Duck Race during BG Days. In exchange for hosting these events at BG Days, the Rotary Club will provide volunteer staffing support at the Information Booth during all shifts of festival hours throughout all five days of the festival. Additionally, Rotary Club has generously agreed to provide a one-time payment of $1,000 to the Park District to support the purchase of a new bingo board, which will be used at BG Days in addition to Park District events throughout the year.

This partnership not only strengthens community ties but also demonstrates the power of collaboration in achieving shared goals. By working together, the partners can maximize resources, enhance the festival experience and ultimately benefit the residents of Buffalo Grove.

Next Steps

Following execution of the agreement by both the Village of Buffalo Grove Village Board and Park District Board of Commissioners, staff will work with Rotary to coordinate any member communications and provide a schedule of information booth shifts which the Rotary can begin filling volunteers for.

Staff will also move forward with the collaborative coordination of needs for the Bingo and Duck Race activities for the 2024 BG Days festival.

Enclosed

Agreement with Rotary for BG Days

RESOLUTION 2024-____

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE BUFFALO GROVE PARK DISTRICT AND BUFFALO GROVE ROTARY CLUB FOR THE 2024 BG DAYS EVENT

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

WHEREAS, Buffalo Grove Days is a community event planned annually each year over the Labor Day weekend ("BG Days"), which is sponsored and presented by the Village of Buffalo Grove ("Village") and Buffalo Grove Park District ("Park District"); and

Whereas, The Village and Park District designate the responsibility for promotion and execution of the Bingo event, Duck Race and Informational Booth at BG Days to the Buffalo Grove Rotary ("Rotary") subject the terms outlined in the attached agreement.

NOW THEREFORE, BE IT RESOLVED 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 Resolution as if fully set forth herein.

SECTION 2. The Village Manager is authorized to execute the agreement with the Park District and Rotary.

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

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

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2024
APPROVED: _____, 2024

APPROVED:

_____
Eric N. Smith, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

AN AGREEMENT BETWEEN

VILLAGE OF BUFFALO GROVE
BUFFALO GROVE PARK DISTRICT
ROTARY CLUB OF BUFFALO GROVE

REGARDING BUFFALO GROVE DAYS

This Agreement is between the Village of Buffalo Grove ("Village"), the Buffalo Grove Park District ("Park District") and the Rotary Club of Buffalo Grove ("Rotary") relating to coordination of specific activities for Buffalo Grove Days.

The Village, Park District, and Rotary in consideration of the following do hereby agree as follows:

Term
The term of this agreement shall be for three Buffalo Grove Days events to take place in 2024 until 2025 ("Term"). Should the Village or Park District advise Rotary by November 1, 2024, this agreement may be terminated without any recourse after the 2024 Buffalo Grove Days.

Buffalo Grove Days
Buffalo Grove Days is a community event planned annually each year over the Labor Day weekend ("BG Days"), which is sponsored and presented by the Village and Park District.

The Village and Park District designate the responsibility for promotion and execution of the following events and support functions at BG Days exclusively to Rotary:

1. Bingo
2. Duck Race
3. Information Booth

Bingo
The Village, Park District, and Rotary will work jointly to plan the Bingo event, generally occurring on Thursday evening of BG Days at Mike Rylko Park. The Park District, as property owner, will retain final approval of the festival layout as per the intergovernmental agreement between the Village and Park District.

The Village, Park District, and Rotary will work jointly to identify the schedule for Bingo, within the larger overall schedule of events for BG Days.

The use of the pavilion structure, as well as the tables and chairs already rented for the event and placed under the pavilion, will not be charged to the Rotary. In the event the weather is good and Bingo participation is high, on-site Village and Park District staff will coordinate the delivery of additional tables and chairs around the pavilion, adding seating capacity.

The Rotary will be responsible for any costs related to set up requirements and supplies beyond tables and chairs, including a Bingo table and board, game cards, signage, public address system, etc. in order to host a complete event.

Duck Race

The Village, Park District, and Rotary will work jointly to plan the Duck Race event and ticket sales area of information tent, generally occurring throughout the BG Days event at Mike Rylko Park. The Park District, as property owner, will retain final approval of the festival layout as per the intergovernmental agreement between the Village and Park District.

The Village, Park District, and Rotary will work jointly to identify the schedule for the Duck Race, within the larger overall schedule of events for BG Days.

The use of the information tent area, office trailer access, as well as the tables and chairs already rented and placed under the tent, will not be charged to Rotary. Rotary may store Duck sales items in the office trailer overnight, with access controlled by Public Works employees.

Rotary will be responsible for any costs related to set up requirements and supplies, including ducks, tickets, signage, public address system, etc. in order to host a complete event.

The Village and Park District will broadcast the Duck Race on digital screens at the amphitheater, if desirable to Rotary. This can be delivered by Rotary as a video file on a thumb drive for playback on the screens at a time coordinated in the overall event planning. Or, as other technology becomes available, the parties are happy to work together to stream the broadcast.

Information Booth

The Village, Park District, and Rotary will work jointly to support an information tent near the entrance of Buffalo Grove Days, at a site approved by the Park District as per the intergovernmental agreement between the Village and Park District.

Rotary, as a beneficiary of the Bingo and Duck Race events, will then support the information tent throughout the five-day event. Rotary agrees to support the information tent in the following manner.

1. Secure volunteers to staff the information booth
    a. Set overall shift schedules in coordination with Village and Park District
    b. Maintain a sign-up list online to track volunteers
    c. Strive to secure 3 volunteers for each shift
        i. Village will offer to share any gaps in the scheduling with its list of volunteers in order to support with volunteers outside of Rotary membership, if needed

2. Perform the following duties while stationed at the information tent
    a. Radio communications
        i. Secure a portable radio for the information tent from MobileComm
        ii. Answer calls from MobileComm and assist as necessary with
            1. Site questions
            2. Look out for missing children
            3. Flag down courtesy shuttle drivers if unresponsive to radio calls
            4. Other communications as may occur throughout the event
        iii. Use radio to report to MobileComm as necessary
            1. Reports of lost and found items turned into tent
                a. MobileComm/Police will secure items when notified
            2. Report any emergency conditions observed
            3. Report any aide requested by attendees, including a call for a courtesy shuttle
        iv. Return portable radio to MobileComm at end of each shift/day
    b. Attendee wayfinding
        i. Present a friendly face at the entrance to the event and help answer questions
            1. FAQ's include location of bathrooms, event schedules, location of carnival ticket/wrist band pick up, etc.
        ii. Village will provide an overall map of the event
        iii. Park District will provide an overall schedule of events
    c. General coordination
        i. Help courtesy shuttle drivers with keys as they arrive. They will report to information tent to secure keys to a golf cart for their shift. Keys will be maintained by Public Works staff, within the office trailer. Shift schedules for the shuttles will be maintained by Rick Kahen Commission for Residents with Disabilities.
        ii. If the Village or Park District have contest prizes to hand out, help connect winners to their prizes
            1. Compare name/ID to list provided
            2. Hand over corresponding prize
            3. Mark off on list that item has been picked up

The Village will maintain a schedule of a designated event manager during each day/shift for whom the Rotary can escalate issues or approach with inquiries and needs.

Financial Considerations

The Rotary shall set all registration fees associated with Bingo and Duck Race, as they deem appropriate.

Because the Rotary is assuming financial liability in the set up and coordination of Bingo and Duck Race, proceeds from those two events will remain with Rotary. Neither the Village nor Park District assume financial liability if Bingo and/or Duck Race do not break even.

Any revenues from BG Days that fall outside the portion of BG Days contemplated in this agreement remain under the terms and conditions of the existing memorandum of understanding in place between the Village and Park District, solely.

Bingo Table & Board Procurement
The Park District will help procure the Bingo table and board to be used during the Bingo event. In exchange, Rotary agrees to provide a one-time $1,000 payment to assist in the purchase of the new Bingo board table. The Park District will be responsible for storing and transporting the board to/from Buffalo Grove Days.

Agency Representatives
The following staff members will be identified as the BG Days Liaisons from each agency, granted authority to coordinate agency responsibilities.

For the Park District:
Joe Zimmermann, Director of Recreation and Facilities

For the Village:
Molly Gillespie, Director of Communications and Community Engagement

For the Rotary:
Shawn Collins, President and Brian Shepherd, President-elect

Future Events
The Village, Park District, and Rotary intend to revisit all BG Days agreements following the term of this agreement, to solidify future partnerships.

Miscellaneous
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with

written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth below the parties' respective signatures.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Village of Buffalo Grove	**Buffalo Grove Park District**	**Rotary Club of Buffalo Grove**
By: _____	By: _____	By: _____
Dane C. Bragg Village Manager Village of Buffalo Grove 50 Raupp Boulevard Buffalo Grove, Illinois 60089	Erika Strojinc Executive Director Buffalo Grove Park District 530 Bernard Drive Buffalo Grove, Illinois 60089	Shawn Collins President Rotary Club of Buffalo Grove P.O. Box ## Buffalo Grove, Illinois 60089
Date:_____	Date:_____	Date:_____

Ordinance with Purchase : FGM Design Contract for Fire Station 25

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute an agreement with FGM Architects for architectural services for the design of Station 25 in an amount not to exceed 8.5% of the $10.4 million project cost resulting in a total of $884,000, plus a 10% Village Manager controlled contingency ($88,400.00) due to the GMP not being established, pending review and approval by the Village attorney.

Summary

Background

At the February 5, 2024, Village Board Meeting, the Village Board approved entering into an agreement with FGM Architects for architectural services provided to the Village of Buffalo Grove for building and remodeling projects (Ordinance # O-2024-20). These projects include the Station 25 rebuild project.

Analysis

The Station 25 design and rebuild project is budgeted for $10.4 million. A key component of this process is the effective design of the facility. FGM architects has been selected for this task at a rate of 8.5% of the project cost.

Financial Impact

The financial impact is $884,000 plus a Village Manger controlled 10% contingency ($88,400) for a total amount of $972,400 which was identified and planned for in the 2024 CIP Budget.

ATTACHMENTS:

1. MEMO Station 25 Design
2. DRAFT Ordinance FGM Ordinance St. 25 Design
3. VoBG Station 25 proposal Phase 2 - 2024.03.12 COMPLETE

Trustee Liason
Trustee Cesario

Staff Contact
Lawrence Kane, Deputy Chief

VILLAGE OF BUFFALO GROVE

MEMORANDUM

DATE: March 14, 2024

TO: Dane Bragg, Village Manager

FROM: Chris Stilling, Deputy Village Manager
William Baker, Fire Chief
Lawrence Kane, Deputy Fire Chief

SUBJECT: Fire Station Design Contract for Station 25

Background

At the February 5, 2024, Village Board Meeting, the Village Board approved entering into an agreement with FGM Architects for architectural services provided to the Village of Buffalo Grove for building and remodeling projects (Ordinance # O-2024-20). These projects include the Station 25 rebuild project.

Discussion

The Station 25 design and rebuild project is budgeted for $10.4 million. A key component of this process is the effective design of the facility. FGM architects has been selected for this task at a rate of 8.5% of the project cost. FGM has agreed to meet the below schedule for the design and build of Station 25:

Task	Estimated Completion
Schematic Design	April 2024
Design Development	May – July 2024
Construction Documentation	August – December 2024
Issue for Construction Management Scopes	December 2024
Issue for bid and permits	January 2025
Bids Due and Bid Review	February 2025
Anticipated Board Authorization of Bids	February / March 2025
Begin Construction	March / April 2025
Substantial Completion	February / March 2026
Final Completion	March / April 2026

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute an agreement with FGM Architects for architectural services for the design of Station 25 in an amount not to exceed 8.5% of the $10.4 million project cost resulting in a total of $884,000, plus a 10% Village Manager controlled contingency ($88,400.00) due to the GMP not being established, pending review and approval by the Village attorney.

Attachments:

FGM Design Contract for Fire Station 25

ORDINANCE 2024-____

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH FGM ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute an agreement with FGM Architects for Architectural and Engineering Services, in an amount not to exceed $972,400.00 which includes the 10% Village Manager controlled contingency of $88,400.00 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: _____, 2024
APPROVED: _____, 2024

APPROVED:

_____
Eric Smith, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

FGMARCHITECTS

March 11, 2024 - revised

Tom Wisniewski – Purchasing Manager
Village of Buffalo Grove
New Fire Station No 25
50 Raupp Blvd.
Buffalo Grove, Illinois 60089
Sent via email: TCWisniewski@vbg.org
Cc: WBaker@vbg.org

Re: New Fire Station No 25 – Design & Documentation, Bidding, & Construction Administration

Dear Mr. Wisniewski:

Thank you for selecting FGM Architects to work with the Village on their Fire Station No 25 project. As discussed, we split the project up into phases to determine the scope of the projects, along with budgets. With known building sites and defined scope, the next step is to proceed with full projects in design, documentation, bidding, and construction administration.

On the following pages, please find our understanding of our discussion we have had regarding the final phase of the project, and its components and the associated fee to complete the work.

Thank you again for giving FGMA the Village's confidence. We are extremely excited to continue working with the Village and the Fire Department. If you have any questions or need further information, feel free to contact me directly at 630.574.8714 or jasonestes@fgmarchitects.com.

Sincerely,
FGM Architects Inc.

Jason Estes, AIA
Principal

FGMARCHITECTS

Proposal for

New Fire Station No 25 – Final Phase - Design & Documentation, Bidding, & Construction Administration

for:

Village of Buffalo Grove – New Fire Station No 25
New Fire Stations No 25
505 W. Dundee Road

Submitted to:

Tom Wisniewski – Purchasing Manager
Village of Buffalo Grove
New Fire Station No 25
50 Raupp Blvd.
Buffalo Grove, Illinois 60089
Sent via email: TCWisniewski@vbg.org
Cc: WBaker@vbg.org

By:

FGM ARCHITECTS INC.
1211 West 22nd Street, Suite 700
Oak Brook, IL 60523

March 12, 2024

1.0 UNDERSTANDING OF PROJECT

The Village of Buffalo Grove, hereinafter referred to as the Owner, is looking to construct a new Fire Station No 25. The Phase 1 project is complete, and this proposal is to bring Fire Station 25 through design documentation, bidding, and construction administration.

1.1 The design work will be performed in 2024 for the facility and construction work will be performed in 2025. Invitation to bid intended to be published by end of January 2025.
- 1.1.1 Refer to attached included project schedule for more defined approach.

1.2 The Owner is utilizing a Construction Manager as Constructor delivery method.

1.3 A separate proposal will address temporary facilities conversion of the soon to be vacated existing Public Works for fire station operations during construction.

1.4 The initial project programming and budget estimate was developed within Phase 1 and is included in Exhibit A. The initial budget estimates Construction Costs is between $9 & $10 million.

2.0 SCOPE OF ARCHITECT'S SERVICES

FGM Architects, Inc., hereinafter referred to as FGMA or Architect, shall provide the following professional services for the project:

2.1 Design Services
- 2.1.1 Based upon information gathered in the original Phase 1 project, FGMA will develop:
  - .1 Schematic Plans for the station.
  - .2 Exterior Elevations for station, if applicable
  - .3 Written description of architectural, structural, and MEP&FP systems
- 2.1.2 Schedules, Goals, and Issues: Assist Owner to establish overview goals that will provide direction through the course of the Project.
- 2.1.3 Determine Participants' Roles and Information Needs: Determine the roles, relationships and responsibilities of the Owner, FGMA and others as required during the Project. Expectations in terms of scheduled deliverables by each party will be clarified to ensure a successful project.
- 2.1.4 Review Owner's existing Project Site information and provide project topographic survey and/or soil borings as required.
- 2.1.5 Review/refine Schematic Design Drawings (Site Plan, Floor Plan, Elevations and Perspectives) graphically defining design intent for the Project.
- 2.1.6 Assist Owner to secure Project approval(s) from local governmental officials.
- 2.1.7 Present final design to the Owner before obtaining written approval to proceed with the next Phase.

2.2 Design Development Services
- 2.2.1 Based on the approved schematic design and any adjustments authorized by the Owner regarding the program; FGMA shall prepare Design Development Phase Documents consisting of drawings and other documents to fix and describe the size and character of the Scope of Work assigned to FGMA.
- 2.2.2 Site and floor plans, building elevations, interior elevations, and other design features will be further developed.
- 2.2.3 Civil, mechanical, electrical, and plumbing, and structural drawings will be

initiated to identify systems and overall scope of work required.

2.2.4 Exterior and interior design work will include signage, building materials/finishes, and colors.

2.2.5 The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

2.2.6 The project will be reviewed with the Villages' Development Review Team. If there are any items that are requested beyond the scope of this project, they will be discussed with the project team prior to incorporation.

2.2.7 The Owner is choosing the project delivery as CMaR, therefore it is recommended that the Owner's construction manager update their budgets upon completion of the design development phase to confirm that the project is following the Owner's intended direction.

2.2.8 Additional Services that may be required and are not included in the proposed fee or services.

.1 Environmental Studies (soil borings – previously completed, ACM, lead, etc.).

2.2.9 All work in this phase will be reviewed with the Owner prior to proceeding into the construction document phase of work.

2.3 Construction Drawings Services

2.3.1 Upon approval of the design development phase, FGMA shall prepare Construction Documents for the Project. The Construction Documents shall consist of drawings and specifications as required to secure necessary building and site permits, procure bids, and build the project.

2.3.2 FGMA has included landscaping, civil, structural, mechanical, electrical, plumbing and fire protection engineering consulting services as part of our scope of services.

2.3.3 The bidding requirements, including bid advertisement, general conditions, contract, and bid forms will be developed with input and direction from the Owner.

2.3.4 All work in this phase will be reviewed with the Owner.

2.3.5 FGMA will submit all documentation to the local jurisdiction having authority in order

2.3.6 FGMA shall assist the Owner in filing the required documents for approval of municipal authorities having jurisdiction over the project.

2.4 Bidding and Negotiation Services

2.4.1 FGMA shall assist the Owner and Construction Manager in soliciting bids from Contractors.

2.4.2 FGMA will respond to questions and provide clarifications to bidders, and issue Addenda.

2.4.3 Assist Construction Manager in conducting a Pre-Bid Meeting.

2.4.4 Participate in the Bid Opening Meeting.

2.4.5 Assist Construction Manager review bids for compliance to Contract Documents

and conduct reference reviews.

2.4.6 Assist Construction Manager to provide a letter of recommendation for lowest responsive and responsible bidders.

2.4.7 Assist Construction Manager to prepare Construction Contracts for Owner's legal review.

2.5 Construction Administration Services

2.5.1 FGMA shall provide construction administration services, including administration of contracts, submittal reviews, on-site observation visits, Owner/Architect/Contractor meetings, and punch list preparation.

2.5.2 FGMA will conduct a pre-construction meeting with the Owner and Contractor.

2.5.3 We have included (1) OAC/site visit every (2) weeks to monitor Construction Phase activities for general conformance with Construction. Based upon a construction period of 14 months.

2.5.4 Prepare Punch-List and related follow-up of same. We have included (2) meetings for preparation of punch-list and one punch-list follow up meeting.

2.6 Services that are not included in our proposed include the following items:

.1 Environmental Site Studies

.2 Special site surveys for endangered species, historical significance, etc. beyond initial consultation.

.3 Hazardous Material Remediation.

.4 Material testing services during construction, to be coordinated with GC/CM

.5 Building Commissioning

.6 LEED Consulting Services

.7 Furniture Design, but FGMA can offer or include if requested.

.8 Printing of project documents for bidding purposes, reimbursable

.9 Printing for any Village Government approval/ review, reimbursable

.10 Printing of milestone progress sets made for Owner and regulatory agencies, reimbursable.

.11 Design of alerting systems, security systems, and telephone systems

2.7 Consultants

2.7.1 FGMA has included survey, civil, landscape, structural, mechanical, plumbing and electrical engineering consultants as part of this proposal to be compensated for as indicated below. Interior Architecture will be performed in house by FGMA. Material testing and hazardous waste engineering are not included in our proposal but will be coordinated by FGMA on the Owner's behalf/ request.

3.0 ARCHITECT'S COMPENSATION

The Owner shall compensate FGM Architects, Inc. for professional Architectural-Engineering services rendered in connection with this project under this proposal as follows:

3.1 For all professional services as described in Paragraph 2.0, FGMA shall be compensated on a percentage basis, at 8.5% of the Cost of Work of the Project including Reimbursable Expenses. Travel to your project, phone, & fax are included within this fee. Exhibit B includes details regarding the Cost of Work.

3.2 Compensation shall be distributed to each Phase based on the following percentages:

Schematic Design Phase	10% of total compensation	Original Construction Budget
Design Development Phase	25% of total compensation	CM Construction Cost Estimate
Construction Document Phase	40% of total compensation	Updated CM Construction Cost Estimate
Bidding and Negotiation Phase	05% of total compensation	Updated CM Construction Cost Estimate
Construction Phase	20% of total compensation	Actual Construction Cost

3.3 For any Additional Services authorized by the Owner beyond the scope of this Proposal including but not limited to: additional reports and/or documentation, presentations or coordination with any outside agencies, FGMA shall be compensated on the basis of the hourly rates described in the attached Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses.

3.4 If specialty consultants are required, FGMA shall be reimbursed for consultant expenses in connection with the Project, invoiced to Owner

3.5 Payments shall be made by the Department to FGM Architects, Inc. upon receipt of invoice. Payments shall be made in accordance with the Illinois Prompt Payment Act.

3.6 Non-payment of invoices shall constitute grounds for discontinuing service.

3.7 The terms of this Proposal are based upon services commencing within 60 days.

4.0 FORM OF AGREEMENT

It is our understanding that this proposal would fall under the Master Agreement between FGM Architects, Inc. and the Village of Buffalo Grove. In order to document and authorize authorization of this scope to the Master Agreement, we have provided signatory authorization below. If this proposal is acceptable, please sign and return it for record. Any conflict between the terms and conditions of the proposal and the Master Agreement signed on February 9, 2024 the Master Agreement shall prevail.

We appreciate this opportunity to be of service to the Village of Buffalo Grove.

Agreed and Accepted

Village of Buffalo Grove	**FGM Architects, Inc.**
By:_____	By:_____
Title:_____	Title: Jason Estes, AIA - Principal
Date:_____	Date: 12MARCH2024

HOURLY RATE SCHEDULE
Effective February 1, 2023*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

FGM Architects	
Principal (Board of Directors)	$300.00
Arch IV	$260.00
Arch III	$220.00
Arch II	$180.00
Arch I	$140.00
Interior Designer IV	$240.00
Interior Designer III	$200.00
Interior Designer II	$160.00
Interior Designer I	$120.00
Project Administrator	$135.00

**Rates are subject to adjustment each November 1st.*

FGMARCHITECTS

March 12, 2024

Village of Buffalo Grove
New Fire Station No 25 & Temporary Fire Station

Subject: Estimated Schedule for projects.

New Station No 25

2024		
	April	Schematic Design
	May-July	Design Development
	Aug-Dec	Construction Documentation
	Dec	Issue for CM Scopes (CM to verify)
2025		
	Jan	Issue for Bid & Permit (CM to verify)
	Feb	Bids Due (CM to verify)
	Feb	Bid Review (CM to verify)
	Feb/Mar	Anticipated Board Authorization of Bids (CM to verify)
	Mar/April	Begin Construction (CM to verify)
2026		
	Feb/Mar	Substantial Completion (CM to verify)
	Mar/Apr	Final Completion (CM to verify)

Temporary Fire Station/ Existing PW Conversion

2024	April	Schematic Design
	May-June	Design Development/Construction Documentation
	July	Issue for CM Scopes
	July	Issue for Bid & Permit (CM to verify)
	Aug	Bids Due (CM to verify)
	Aug	Bid Review (CM to verify)
	September	Anticipated Board Authorization of Bids (CM to verify)
	October	Begin Construction (CM to verify)
	December	Substantial Completion (CM to verify)
2025		
	January	Final Completion (CM to verify)

Sincerely,

Jason Estes, AIA | Principal
jasonestes@fgmarchitects.com

Ordinance without Purchase : Ordinance Approving Contract Between the Village and Buffalo Grove Professional Firefighter/Paramedic Association Local 3177, IAFF, AFL-CIO, CLC for the Period of May 1, 2023-April 30, 2025

Recommendation

Staff recommends the Village Board authorize Village Manager Bragg to sign the attached agreement.

Summary

As part of the contract terms set forth in the 2023-2025 IAFF Contact between the Village of Buffalo Grove and the Village of Buffalo Grove Professional Firefighter/Paramedic Association Local 3177, a negotiated change was made to section 7.10 Vacation. The language pertaining to Article VII Section 7.10 Vacation will be provided under separate cover.

ATTACHMENTS:

1. MEMO - IAFF Side Letter Wages and Contract Amendment
2. DRAFT Ordinance - IAFF Contract

Trustee Liason
Trustee Ottenheimer

Staff Contact
Kathryn Golbach, HR Manager

VILLAGE OF

BUFFALO GROVE

MEMORANDUM

DATE: April 15, 2024

TO: Dane Bragg, Village Manager

FROM: Kathryn Golbach, Human Resources Director

RE: IAFF Side Letter Wages and Contract Update

Recommendation

Staff recommends approval of the IAFF Contact, IAFF Side Letter Wages and revised 2024 Pay Ranges. All three (3) items are interconnected and are related to the collective bargaining agreement, dated May 1, 2023 – April 30, 2025, between the Village of Buffalo Grove and the Village of Buffalo Grove Firefighter/Paramedic Association. Both parties have met and reached an agreement on the terms set forth in Article VI Section 6.2 Wages and Benefits reopener. Included in the reopener were the 2024-2025 wages and language pertaining to Article VII Section 7.10 Vacation.

The attached 2024 Side Letter Wages is the same document both parties agreed to. In addition to the 2024 Side Letter Wages, the 2024 Pay Ranges were also updated to reflect the new pay range. ***The language pertaining to Article VII Section 7.10 Vacation will be provided under separate cover.***

Action Required

Staff seeks board action to approve the 2024 Side Letter Wages, 2024 Pay Ranges, and the amendment to the current IAFF Contract.

ORDINANCE NO. 2024- _____

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE BUFFALO GROVE PROFESSIONAL FIREFIGHTER/PARAMEDIC ASSOCIATION, LOCAL 3177, IAFF, AFLO-CIO, CLC

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

WHERAS, in accordance with the Illinois Public Labor Relations Act, the Village of Buffalo Grove entered into good faith collective bargaining and has thus reached an agreement with The Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFLO-CIO, CLC; and

WHEREAS, the resultant Agreement and its Exhibit, attached hereto, concludes the wage and benefit reopener between the Village of Buffalo Grove and The Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFLO-CIO, CLC as defined in the collective bargaining agreement between parties for the term May 1, 2024, through April 30, 2025.

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

Section 1. The President and the Board of Trustees hereby accept the terms of the attached Collective Bargaining Agreement.

Section 2. The Village Manager is authorized to enter into the Agreement with The Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFLO-CIO, CLC.

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2024. APPROVED: _____, 2024.

_____

Village President

ATTEST:

_____

Village Clerk

Ordinance without Purchase : Ordinance Approving a Letter of Agreement Between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association

Recommendation

Staff recommends approval of a side letter agreement with the Buffalo Grove Professional Firefighters/Paramedic Association to include wages for the period of May 1, 2024 to April 30, 2025.

Summary

Pursuant to the terms set forth in the collective bargaining agreement, dated May 1, 2023 - April 30, 2025, between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association, the parties have met and have reached an agreement on the attached Side Letter of Agreement which modifies Article VI, Section 6.1 - Salaries of the collective bargaining agreement.

ATTACHMENTS:

1. DRAFT Ordinance 2024 Fire Union Agreement and Wage Schedule

Trustee Liason
Trustee Ottenheimer

Staff Contact
Kathryn Golbach, HR Manager

ORDINANCE NO. 2024- ____

AN ORDINANCE APPROVING A LETTER OF AGREEMENT BETWEEN THE VILLAGE OF BUFFALO GROVE AND THE BUFFALO GROVE PROFFESSIONAL FIREFIGHTER/PARAMEDIC ASSOCIATION

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

WHERAS, in accordance with the Illinois Public Labor Relations Act, the Village of Buffalo Grove entered into good faith collective bargaining and has thus reached an agreement with the Buffalo Grove Professional Firefighter/Paramedic Association, Local 3177, IAFF, AFL-CIO, CLC concerning wages, benefits and other terms and conditions of employment for the years so noted within the Side Letter of Agreement dated April 15, 2024.

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

Section1. The President and the Board of Trustees hereby accept the terms of the attached Letter of Agreement.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2024. APPROVED: _____, 2024.

_____
Village President

ATTEST:

_____
Village Clerk

Side Letter of Agreement
Between
The Village of Buffalo Grove
And
The Buffalo Grove Professional Firefighter/Paramedic Association,
Local 3177, IAFF.

April 15, 2024

Representatives from the Village of Buffalo Grove ("Village") and the Buffalo Grove Professional Firefighter/Paramedic Association ("Union") have met and reached agreement on this Side Letter of Agreement to the Collective Bargaining Agreement ("Agreement") between the parties dated May 1, 2023 through April 30, 2025 which modifies the following sections of the afore referenced Agreement, Supplemental Agreements and Departmental Standard Operating Procedures.

Article VI, Section 6.1 – Salaries

Salary Schedule – May 1, 2024 to April 30, 2025
Effective: May 1, 2024

A. Firefighter/Paramedic (3.55% Increase):
   1. The minimum and entrance salary at Step 295 as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or $74,543.04; and,
   2. The maximum salary, exclusive of overtime pay shall be at Step 393 or $121,530.24.

B. Fire Lieutenant/Paramedic (2.02% Increase):
   1. The minimum and entrance salary at Step 401 as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or $126,478.56; and,
   2. The maximum salary exclusive of overtime pay shall be at Step 422 or $140,443.68.

C. Fire Lieutenant/Non-Paramedic (2.02% Increase):
   1. The minimum and entrance salary at Step 397 as delineated in the Village of Buffalo Grove's Municipal Classification and Pay Plan, or $123,980.48; and,
   2. The maximum salary exclusive of overtime pay shall be at Step 418 or $137,668.96.

Step Plan Illustration – Firefighter/Paramedic –Effective: May 1, 2024

Starting pay:	$74,543.04 (Step 295)
Pay after first complete year of employment:	$79,936.48 (Step 309)
Pay after second complete year of employment:	$85,716.80 (Step 323)
Pay after third compete year of employment:	$91,913.12 (Step 337)
Pay after fourth complete year of employment:	$98,562.88 (Step 351)
Pay after fifth complete year of employment:	$105,691.04 (Step 365)
Pay after sixth complete year of employment:	$113,335.04 (Step 379)
Pay after seven or more complete years of employment:	$121,530.24 (Step 393)

Fire Lieutenant/Paramedic – Effective: May 1, 2024

Starting pay (newly promoted):	$126,478.56 (Step 401)
Pay after first complete year of employment:	$133,610.88 (Step 412)
Pay after two or more complete years of employment:	$140,443.68 (Step 422)

Fire Lieutenant/Non-Paramedic – Effective: May 1, 2024

Starting pay (newly promoted):	$123,980.48 (Step 397)
Pay after first complete year of employment:	$130,971.36 (Step 408)
Pay after two or more complete years of employment:	$137,668.96 (Step 418)

This Side Letter of Agreement is executed this 15th day of April 2024.

For the Village of Buffalo Grove:

Dane C. Bragg
Village Manager

William M. Baker
Fire Chief

Kathryn Golbach
Director of Human Resources

For IAFF, Local 3177:

Alfredo Caballero
President, IAFF Local 3177

Mike Manka
Vice President, IAFF Local 3177

David Zabilka
Secretary, IAFF Local 3177

Resolution : Resolution Approving Revised 2024 Pay Ranges

Recommendation

Staff recommends approval.

Summary

Attached please find the proposed updated 2024 pay ranges for employees of the Village of Buffalo Grove. The document which became effective on January 1, 2024 has been modified to reflect a change in the pay range for the positions of Firefighter/Paramedic, Fire Lieutenant/Paramedic, and Fire Lieutenant/Non-Paramedic. The proposed pay range amendment follows the recent wage re-opener between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association Local 3177, IAFF.

ATTACHMENTS:

1. DRAFT Resolution Revising 2024 Pay Ranges
2. Revised Page Ranges 2024

Trustee Liason
Trustee Ottenheimer

Staff Contact
Kathryn Golbach, HR Manager

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE REVISED 2024 PAY RANGES FOR VILLAGE OF BUFFALO GROVE EMPLOYEES

WHEREAS, on December 5, 2023, the Village President and Board of Trustees adopted the Village of Buffalo Grove's fiscal year 2024 budget, and;

WHEREAS, on December 5, 2023, the Village President and Board of Trustees approved the 2024 pay ranges, and;

WHEREAS, the 2024 pay ranges have been revised so that they are more accurately aligned with both the internal and external labor market and;

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

1. The Village of Buffalo Grove does hereby approve the revised 2024 Pay Ranges for Village of Buffalo Grove Employees (attached).
2. The revised 2024 Pay Ranges will become effective upon approval, unless noted otherwise within the attached Pay Range document or applicable collective bargaining agreement.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____. APPROVED:_____

ATTEST: APPROVED:

_____ _____

Village Clerk Village President

Village of Buffalo Grove

2024 Pay Ranges

with a general wage increase of three percent (3%) awarded on January 1, 2024

Position	New Min	Step	New Max	Step
Pay Grade 74	$148,364.32	433	$221,112.32	513
Deputy Village Manager				
Pay Grade 70	$139,744.80	421	$208,268.32	501
Director of Finance				
Police Chief				
Fire Chief				
Director of Public Works				
Director of Community Development				
Pay Grade 66	$119,726.88	390	$179,325.12	471
Deputy Fire Chief				
Director of Human Resources				
Deputy Police Chief				
Deputy Public Works Director/Village Engineer				
Pay Grade 62	$111,096.96	375	$165,570.08	455
Communications Director				
Battalion Chief				
Deputy Director of Finance				
Administrative Services Director				
Deputy Public Works Director				
Deputy Community Development Director				
Police Commander				
Pay Grade 58	$105,691.04	365	$157,514.24	445
Police Lieutenant				
Building Services Manager				
Head Golf Professional BG & Arbo				
Public Works Superintendent				
Assistant Village Engineer				
Pay Grade 56	$98,072.00	350	$146,161.60	430
Police Sergeant				
Pay Grade 54	$91,457.60	336	$136,302.40	416
Civil Engineer II				
Principal Planner				
EMS Educator				
Pay Grade 50	$126,478.56	401	$140,443.68	422
Fire Lieutenant/ Paramedic				

(May 1, 2024 - April 30, 2025)				
Pay Grade 46	$123,980.48	397	$137,668.96	418
Fire Lieutenant/ Non-Paramedic				
(May 1, 2024 - April 30, 2025)				
Pay Grade 42	$84,443.84	320	$125,848.32	400
Public Works Manager				
Purchasing Manager				
Civil Engineer I				
Assistant to the Village Manager				
Assistant Village Manager				
Administrative Support Manager				
Human Resources Manager				
Pay Grade 34	$78,748.80	306	$117,361.92	386
Plan Reviewer				
Crew Leader				
Technical Services Administrator				
Pay Grade 29	$74,543.04	295	$121,530.24	393
Firefighter/Paramedic				
(May 1, 2024 - April 30, 2025)				
Pay Grade 25	$78,748.80	306	$116,197.12	384
Patrol Officer				
(January 1 , 2023 - December 31, 2023)				
Pay Grade 21	$73,072.48	291	$108,902.56	371
Building Inspector				
Health Inspector				
Electrical & Mechanical Inspector				
Fire Inspector				
EMA Coordinator				
Deputy Fire Marshal				
Plumbing Inspector				
Administrative Services Manager				
Property Maintenance Inspector				
Mechanic II				
Accountant				
Associate Planner				
Human Resources Generalist				
Deputy Village Clerk				
Engineering Technician				
Management Analyst				
Head Golf Professional				
Maintenance Worker II				
Buyer				

Social Worker				
Pay Grade 17	$62,603.84	260	$93,300.48	340
Public Education Officer-Fire				
Permit Coordinator				
Maintenance Worker I				
Pay Grade 13	$54,716.48	233	$80,335.84	310
Administrative Assistant				
Utility Billing Coordinator				
Accounts Payable Coordinator				
Payroll Coordinator				
Assistant Golf Professional				
Evidence Custodian				
Communications Coordinator				
Pay Grade 9	$50,267.36	216	$74,915.36	296
Community Service Officer				
Desk Officer				
Clerk				
Pay Grade 5	$28,897.44	105	$43,066.40	185
Fleet Maintenance Shop Assistant				
Engineering Aide				
Pay Grade 1	$27,907.36	98	$38,592.32	163
School Crossing Guard				
Laborer				
Golf Course Attendant				

Ordinance with Purchase : Waiver of Bids-Water Meter Purchase

Recommendation

Staff recommends the Village Board waive bids and authorize the Village Manager to purchase sole source water meter components from Core & Main in an amount not to exceed $149,105.00 pending review and approval by the Village Attorney.

Summary

Staff requests Board approval to waive bids and authorize the Village Manager to purchase sole source water meters from Core & Main for water meter replacements in an amount not to exceed $149,105.00 pending review and approval by the Village attorney.

ATTACHMENTS:

1. MEMO - Water Meter Purchase
2. DRAFT Ordinance - Water Meter Purchase
3. Sensus Sole Source Letter - Core&Main-IL 10.24.23
4. Meter Project__Buffalo Grove_IL_Bid#_3444128_3-25-2024_1032_AM

Trustee Liason
Trustee Bocek

Staff Contact
Brett Robinson, Administrative Services Director

VILLAGE OF
BUFFALO GROVE

DATE: March 25, 2024

TO: Dane Bragg, Village Manager

FROM: Chris Krase, Superintendent of Utilities

RE: Purchase of Large Meter Components

Staff Recommendation

Staff recommends the Village Board waive bids and authorize the Village Manager to purchase sole source water meter components from Core & Main. This purchase will enable a program needed to install new parts in water meters that are reaching their end of life. The purchase amount is not to exceed $149,105.00 pending review and approval by the Village Attorney.

Overview

The Public Works Department in 2015 began changing all water meters within the Village. The larger meters over 1" typically used for non-residential purposes have replaceable components called the register and measuring chamber. Patterns in the industry show the battery in the register is prone to die between years ten (10) and fifteen (15). The register on these meters totalizes and records water flow through the meter. In addition to the battery issue, the measuring chamber in the meter can begin to wear and lose accuracy in flow conditions. Both issues result in a loss of metered water and revenue. This purchase and replacement program is critical to maintaining the integrity of our water infrastructure.

Core & Main is the sole source supplier for Sensus Water Meters and their components for our area. Staff has consulted with other municipalities in the area currently undergoing a similar program and feel the this is a manageable undertaking with current staffing levels. Staff requests authorization to waive bid and purchase sole source components for Sensus Water Meters from Core & Main in an amount not to exceed $149,105.00.

As part of the 2024 budgeting process $150,000.00 was budgeted for the first year of this program through the Water and Sewer Enterprise Fund.

ORDINANCE 2024-____

AN ORDINANCE AUTHORIZING THE PURCHASE OF WATER METERS FROM CORE & MAIN

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 negotiation process to obtain the best value for money.

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

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

SECTION 2. The Village Manager is authorized to purchase water meters from Core & Main in an amount not to exceed $149,105.00, 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: _____, 2024
APPROVED: _____, 2024

APPROVED:

_____
Eric N. Smith, Village President

ATTEST:

_____
Janet Sirabian, Village Clerk

Jim Grillo
Director of Sales, Mid-Western Region
612-867-3283
jim.grillo@xylem.com

October 24, 2023

To Whom It May Concern:

Sensus, a Xylem brand, is pleased to announce that **Core & Main – Illinois** is the exclusive Authorized Distributor of Sensus products and a Value-Added Reseller (VAR) for Sensus Services such as SaaS in the state of Illinois for 2024.

Please contact your Core & Main representative for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xylem.com regarding this or any other matter.

Sincerely

James C. Grillo
Director of Sales, Mid-Western Region
Sensus, a Xylem Brand

Bid Proposal for Meter Project.

CUSTOMER

VILLAGE OF BUFFALO GROVE
51 RAUPP BLVD.
BUFFALO GROVE, IL 60089
Contact: CHRISTOPHER KRASE
ckrase@vbg.org

Job
Meter Project.
Buffalo Grove, IL
Bid Date: 03/25/2024
Bid #: 3444128

CONTACT

Sales Representative
Gabe Ortega
(T) 815-469-1450
Gabriel.Ortega@coreandmain.com

Core & Main
29950 Skokie Hwy
Lake Bluff, IL 60044
(T) 8474731900

NOTES

Bid Proposal for Meter Project.

VILLAGE OF BUFFALO GROVE
Job Location: Buffalo Grove, IL
Bid Date: 03/25/2024
Core & Main 3444128

Gabe Ortega
Phone: 815-469-1450
Gabriel.Ortega@coreandmain.com

Seq#	Qty	Description	Units	Price	Ext Price
10	55	OMNI+ 1-1/2 C2 MEAS CHMB 1000G 5WHL SM 20' TRPL 3W & 20'	EA	965.00	53,075.00
		PULSE CABLE REG ID MATCHES METER BODY ID			
20	97	OMNI+ 2 C2 MEAS CHMB 1000G 5WHL SM 20' TRPL 3W & 20'	EA	990.00	96,030.00
		PULSE CABLE REG ID MATCHES METER BODY ID			
30					
40		**THE MATERIAL QUOTED ARE BASED**			
50		**ON OUR INTERPRETATION OF THE**			
60		**PLANS AND SPECIFICATIONS. IT**			
70		**IS THE BUYER'S RESPONSIBILITY**			
80		**TO CONFIRM SIZES, QUANTITIES**			
90		**AND CONFORMANCE TO PROJECT**			
100		**SPECIFICATIONS**			
110					
120		**UNLESS OTHERWISE NOTED, THE**			
130		**PRICES QUOTED WILL REMAIN FIRM**			
140		**FOR ORDERS SHIPPED WITHIN 30**			
150		**DAYS OF QUOTATION DATE**			
160					
170		**FOB: SHIPPING POINT, FREIGHT**			
180		**CHARGES ALLOWED TO**			
190					
200		**TERMS: NET 30 DAYS**			
210					
220		**THANK YOU FOR THE OPPORTUNITY**			
230		**OF QUOTING. WE LOOK FORWARD TO**			
240		**SERVING YOU FURTHER IN REGARDS**			
250		**TO THE ABOVE**			
260					
270		**SINCERELY,**			
280					
				Sub Total	**149,105.00**
				Tax	0.00
				Total	**149,105.00**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

Action Item : Authorization to Waive Bids and Negotiate for Water Facility Improvements

Recommendation

Staff recommends the Village Board approve the authorization to waive bids and negotiate for water facility improvements.

Summary

Staff requests authorization to waive bids and negotiate for Water Facility Improvements as detailed in the attached memo.

ATTACHMENTS:

1. Auth to waive bids water facility

Trustee Liason
Trustee Bocek

Staff Contact
Tom Wisniewski, Purchasing Manager

VILLAGE OF
BUFFALO GROVE

MEMORANDUM

DATE: April 9, 2024

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

RE: Authorization to Waive Bids and Negotiate for Water Facility Security Improvements

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Staff Recommendation

Staff requests authorization to waive bids and negotiate for the water facility security improvements.

Overview

Since the Village's water pumping stations have been constructed, only routine maintenance has been performed on the doors and locks to the facilities. At this point, both are past their usable life requiring replacement and significant technical upgrades. Given the sensitivity of these facilities, a high level of security and record-keeping on access is recommended. Staff has begun discussions with the same firms that have installed doors and access control at other Buffalo Grove Facilities to ensure continuity in security and performance.

An estimate of total construction costs is between $150,000 to $200,000 to upgrade all access points at all water facilities. It is expected that two separate construction contracts will be brought forward for the work, while Public Works staff will manage the project and coordination to help further reduce the project costs.

Staff reached out to an engineering firm for a proposal to facilitate the design, bid, and build. The proposal fee for this was estimated to be between $40,000 and $80,000. Public Works and Purchasing met to discuss the project and both agreed that due to the engineer's cost proposal fee and specialty of this work, it is in the best interest of the Village to negotiate with qualified contractors directly for this project. This will result in significant cost savings keeping this project within the budgeted amount.