



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
December 5, 2022 at 7:30 PM

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

1. Call to Order

- A. Pledge of Allegiance

2. Approval of Minutes

- A. Village Board - Regular Meeting - Nov 7, 2022 7:30 PM
- B. Village Board - Special Meeting - Nov 14, 2022 7:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1348 (Trustee Weidenfeld) (Staff Contact: Chris Black)

4. Village President's Report

- A. 2023 Buffalo Grove Village Board Meeting Schedule (President Sussman) (Staff Contact: Dane Bragg)

5. Village Manager's Report

- A. New Firefighter/Paramedic Badge Presentation (Trustee Pike) (Staff Contact: Mike Baker)

6. Special Business

- A. 2022 BG Days Report (Trustee Ottenheimer, Trustee Stein) (Staff Contact: Michael Skibbe)
- B. Memorandum of Understanding with the Buffalo Grove Community Foundation (Trustee Ottenheimer, Trustee Stein) (Staff Contact: Michael Skibbe)
- C. Intergovernmental Agreement with Park District for BG Days Events (Trustee Ottenheimer, Trustee Stein) (Staff Contact: Michael Skibbe)
- D. Memorandum of Understanding with BG-L Chamber of Commerce for BG Days Event (Trustee Ottenheimer, Trustee Stein) (Staff Contact: Michael Skibbe)
- E. O-2022-123 Ordinance Adopting Changes to Title 2 (Trustee Weidenfeld) (Staff Contact: Brett Robinson)
- F. Public Hearing- First Amendment to the Annexation Agreement for the Property at 15989 & 16051 Deerfield Parkway (Trustee Johnson) (Staff Contact: Chris Stilling)
- G. Public Hearing- Amendment to the Annexation Agreement for the for the Riverwalk North Property at 325 N Riverwalk (Trustee Johnson) (Staff Contact: Nicole Woods)
- H. Public Hearing- Regarding Acceptance of the FY 2023 Budget (President Sussman) (Staff Contact: Chris Black)

7. Reports from Trustees

8. Consent Agenda

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

- A. O-2022-124 An Ordinance Setting Compensation for Elected Officials (Trustee Weidenfeld) (Staff Contact: Brett Robinson)

SUMMARY: Staff recommends the Village Board approve An Ordinance Setting Compensation for Elected Officials. It should be noted that the salaries in the proposed ordinance remain unchanged and are still set at the amounts passed by ordinance in 1996.

- B. O-2022-125 An Ordinance Amending the Existing Incentive Agreement with Edward Hines Lumber Co. at 1000 Corporate Grove (Trustee Smith, Trustee Johnson) (Staff Contact: Chris Stilling)

SUMMARY: The Village entered into a sales tax sharing agreement with Edward Hines Lumber Co. at 1000 Corporate Grove Drive. Hines is requesting a name change to their new entity US LBM Operating Co. 3009, LLC d/b/a Hines Lumber Co. No other changes are being proposed.

- C. O-2022-126 Ordinance Approving an Amendment to Planned Unit Development Amendment for the Extension of a Communication Antenna Tower at 185 Milwaukee (Trustee Johnson) (Staff Contact: Nicole Woods)

SUMMARY: Crown Castle USA Inc. is requesting to extend the existing communication antenna tower by 10 feet located at 185 Milwaukee. The extension requires an amendment to the Planned Unit Development.

- D. O-2022-127 Certificate of Initial Acceptance and Approval: Link Crossing Phase 1A&1B Development Improvements (Trustee Pike) (Staff Contact: Darren Monico)

SUMMARY: Attached is the Certificate of Initial Acceptance for the Phase 1A & 1B of the Link Crossing development located at Olive Hill Drive and Brandywyn Lane. Staff recommends approval to begin the one year maintenance period on December 5, 2022.

- E. O-2022-128 Ordinance Updating Fees and Fines (Trustee Weidenfeld) (Staff Contact: Jessie Brown)

SUMMARY: The attached ordinance updates the Village of Buffalo Grove's Fee and Fine schedule to reflect the changes discussed at the August 1, 2022 Committee of the Whole meeting. A full list of changes are detailed in the attached memorandum.

- F. O-2022-129 Ordinance Authorizing the Village Manager to Execute a First Amendment to the Declarations for Aptakisic Creek Corporate Park Concerning the Village Owned Property Located at 1650 Leider Lane (Trustee Smith) (Staff Contact: Chris Stilling)

SUMMARY: As part of the Village's Acquisition of 1650 Leider Lane, staff is seeking approval an amendment to the Declaration of Easements and Protective Covenants for the Aptakisic Creek Corporate Park. The amendment is required to accommodate the Village of Buffalo Grove as a governmental body within the association.

- G. O-2022-130 Ordinance Ratifying the Expenditure of Funds for Bridge Repairs at the Arboretum Golf Course (Trustee Weidenfeld) (Staff Contact: Geoff Tollefson)

SUMMARY: Staff recommends that the Village Board waive bids and authorize the Village Manager to perform all actions necessary to expend funds with Reliable Property Services LLC for bridge repairs at both the Arboretum Golf Course and Buffalo Grove Golf Course in an amount not to exceed \$33,388.80, pending final review and approval by the Village Attorney.

- H. R-2022-20 Resolution Authorizing Negotiation and Execution of Amendments to the Agreement for Municipal Legal Services (Trustee Ottenheimer) (Staff Contact: Brett Robinson)

SUMMARY: Staff recommends that the Village Board authorize the Village Manager to renegotiate and execute amendments to the agreement with Schain Banks Kenny Schwartz LTD for legal services for a term beginning January 1, 2023.

- I. Acceptance of 2022 Special Flag Schedule (President Sussman) (Staff Contact: Dane Bragg)

SUMMARY: Staff received two applications for special flags to be flown on the flag pole at the Ernie Karge Rotary Village Green. Both submissions are in compliance with the Village of Buffalo Grove Flag Policy.

- J. 2022 Stream Bank Stabilization Improvements Bid Rejection (Trustee Pike) (Staff Contact: Darren Monico)

SUMMARY: The 2022 Stream Bank Stabilization Improvements were bid on April 7, 2022. Staff recommends rejection of the received bids as detailed in the agenda packet.

- K. Buffalo Grove Electric Aggregation Program Renewal (President Sussman) (Staff Contact: Michael Skibbe)

SUMMARY: The Village's current Electric Aggregation program contract is due for renewal in March 2023 Staff recommends the approval of the attached agreement to continue the program for the next twelve months.

- L. Authorization to Waive Bids and Seek Competitive Proposals Projects for FY 2023 (Trustee Weidenfeld) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff requests authorization to waive bids for a limited number of fiscal year 2023 projects and seek competitive proposals or negotiate for services as further detailed in the attached memo.

- M. Authorization to Seek Competitive Bids for Various Projects FY 2023 (Trustee Weidenfeld) (Staff Contact: Tom Wisniewski)

SUMMARY: Staff requests Authorization to Bid for the various Fiscal Year 2023 projects as further detailed in the attached memo.

9. Ordinances and Resolutions

- A. O-2022-131 Ordinance Approving an Amendment to the Annexation Agreement for the Riverwalk North Property at 325 N Riverwalk Drive (Trustee Pike) (Staff Contact: Nicole Woods)
- B. O-2022-132 Ordinance Approving an Amendment to Planned Unit Development, and Approval of an Off-Street Parking Facility Use at 325 N Riverwalk Drive (Trustee Johnson) (Staff Contact: Andrew Binder)
- C. O-2022-133 Ordinance Approving a First Amendment to the Annexation Agreement for the Property at 15989 & 16051 Deerfield Parkway (Trustee Johnson) (Staff Contact: Chris Stilling)

- D. O-2022-134 Ordinance Authorizing the Purchase of Turn Out Gear and Personal Protective Equipment from Air One Equipment (Trustee Pike) (Staff Contact: Brett Robinson)
- E. O-2022-135 Authorization to Execute an Agreement with Ultra Strobe Communications, Inc. for Emergency Vehicle Lighting Services (Trustee Pike) (Staff Contact: Tom Wisniewski)
- F. O-2022-136 Ordinance for the Levy and Collection of Taxes for the Fiscal Year Commencing on the 1St Day of January, 2023 and Ending on the 31St Day of December, 2023 (Trustee Weidenfeld) (Staff Contact: Chris Black)
- G. O-2022-137 Ordinance Abating Taxes Levied for the Village of Buffalo Grove, Cook and Lake Counties, Illinois (Trustee Weidenfeld) (Staff Contact: Chris Black)
- H. R-2022-21 Resolution Requesting the County of Cook Not to Collect the Loss in Collection on Taxable Property in the Village of Buffalo Grove (Trustee Weidenfeld) (Staff Contact: Chris Black)
- I. R-2022-22 Resolution Requesting the County of Lake Not to Collect the Loss in Collection on Taxable Property (Trustee Weidenfeld) (Staff Contact: Chris Black)
- J. O-2022-138 Ordinance Adopting the Fiscal Year 2023 (January 1-December 31, 2023) Budget for the Village of Buffalo Grove (Trustee Weidenfeld) (Staff Contact: Chris Black)
- K. R-2022-23 Approval of the 2023 Pay Ranges (Trustee Weidenfeld) (Staff Contact: Arthur Malinowski)
- L. O-2022-139 Ordinance Providing for an Amended and Restated Employment Agreement and Salary for the Village Manager (President Sussman) (Staff Contact: Dane Bragg)

10. Unfinished Business

11. New Business

- A. Canceling the December 19 Regular Meeting of the Buffalo Grove Village Board (President Sussman) (Staff Contact: Dane Bragg)

12. Questions From the Audience

Questions from the audience are limited to items that are not on the regular agenda. In accordance with Section 2.02.070 of the Municipal Code, discussion on questions from the audience will be limited to 5 minutes and should be limited to concerns or comments regarding issues that are relevant to Village business. All members of the public addressing the Village Board shall maintain proper decorum and refrain from making disrespectful remarks or comments relating to individuals. Speakers shall use every attempt to not be repetitive of points that have been made by others. The Village Board may refer any matter of public comment to the Village Manager, Village staff or an appropriate agency for review.

13. Adjournment

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

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or

participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the ADA Coordinator at 459-2525 to allow the Village to make reasonable accommodations for those persons.

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN
COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS,
MONDAY, NOVEMBER 7, 2022**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Evan Michel, Management Analyst; Art Malinowski, Director of Human Resources; Katie Golbach, Human Resources Management Analyst; Molly Gillespie, Communications Director; Chris Black, Director of Finance; Tom Wisniewski, Buyer; Darren Monico, Village Engineer; Jim Warnstedt, Assistant Director of Public Works; Fire Chief Baker; Police Chief Casstevens; Police Chief Budds; Deputy Police Chief Rodriguez; and Deputy Police Chief Szos.

APPROVAL OF MINUTES

Moved by Stein, seconded by Weidenfeld, to approve the minutes of the October 17, 2022, Regular Meeting. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

WARRANT #1347

Mr. Black read Warrant #1347. Moved by Johnson, seconded by Weidenfeld, to approve Warrant #1347 in the amount of \$3,103,194.89 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

VILLAGE PRESIDENT'S REPORT

Linda Rosen, Director of the **BG Singers**, reviewed several of the philanthropic projects that the group has sponsored. The project that the group, along with the Buffalo Grove Community Foundation and the Buffalo Grove Friends of the Park, is currently working on is called "Uke Can Do It". The project will benefit the **Ukulele Kids Club** and will provide ukuleles to medically fragile children at local hospitals. They are asking local businesses to donate \$100 which will enable the purchase of ukuleles to be given to music therapists to work with the children during their stay and will then be gifted to the children to take home so they can continue learning through the Ukulele Kids Club online resources.

VILLAGE MANAGER'S REPORT

Mr. Bragg recognized Fire Chief Mike Baker on his re-designation as Chief Fire Officer and Battalion Chief Shawn Collins on his achievement of Chief Fire Officer designation through the **Center for Public Safety Excellence Commission on Professional Credentialing**, as they were congratulated by the audience and the Board.

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

Mr. Bragg noted that the **2023 Draft Budget** is now available for review on the Village website. The budget presentation will take place at the November 14, 2022, Village Board Meeting.

Mr. Bragg asked Julie Schmidt to come forward as he read a Proclamation recognizing her retirement from **Kildeer Countryside CCSD 96** and thanked her for her many years of service to the students and families of the Buffalo Grove community. Ms. Schmidt thanked the Village for this recognition and noted that it has been her honor and privilege to serve our community.

Mr. Bragg welcomed Senator Julie Morrison to the podium as she honored **Police Chief Casstevens** for his 46 years of service in law enforcement.

The Village Board then read a Proclamation honoring Chief Casstevens, after which he was congratulated by the audience and the Board. Chief Casstevens thanked the Board for the recognition and for the honor of serving our community.

Mr. Bragg noted how proud the Village is of the service that Chief Casstevens has devoted to the Village of Buffalo Grove and how he has led by example throughout his years of service to the Buffalo Grove Police Department and our community. There will be a walk-out ceremony for Chief Casstevens at the Buffalo Grove Police Department at 3:00 P.M. on November 11, 2022, which everyone is invited to attend.

Mr. Bragg then administered the Oath of Office to Brian Budds as Buffalo Grove's incoming **Police Chief. Chief Budds'** wife pinned on his badge as he was welcomed and congratulated by the audience and the Board.

Chief Budds introduced his family and noted how proud and excited he is to take on the duties of Chief of the Buffalo Grove Police Department and thanked his family and the Village Board for giving him this opportunity.

Chief Casstevens commented on what an honor it is to be able to administer the Oath of Office for promotions in the Police Department, after which he reviewed the career and accomplishments of Lieutenant Michael Rodriguez. The Chief then administered the Oath of Office to incoming **Deputy Chief Michael Rodriguez**. Deputy Chief Rodriguez's wife pinned on his badge as he was congratulated by the audience and the Board.

Fire & Police Commission Chair, Stuart Berman, reviewed the careers and accomplishments of incoming **Lieutenant Robert Broussard** and incoming **Sergeant Kurt Lowenberg**, after which they had their badges pinned on by their children as they were congratulated by the audience and the Board.

REPORTS FROM TRUSTEES

There were no reports from Trustees tonight.

CONSENT AGENDA

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

Proclamation Native American Heritage Month

Motion to approve a Proclamation recognizing November as Native American Heritage Month in the Village of Buffalo Grove.

Proclamation -Small Business Saturday

Motion to approve a Proclamation recognizing Saturday, November 26, 2022, as Small Business Saturday.

Emergency Vehicle Lighting Installation Services

Motion to authorize waiver of bids and negotiate for emergency vehicle lighting installation and repair services.

Municipal Compliance Report for the Year Ending 12/31/2021 - Police Pension Fund

Motion to accept the extension of the property taxes for Article 3 & 4 pension funds. The report provides information on the financial condition of the pension fund at the end of the most recently completed fiscal year.

Municipal Compliance Report for the Year Ending 12/31/2021 - Firefighter's Pension Fund

Motion to accept the extension of the property taxes for Article 3 & 4 pension funds. The report provides information on the financial condition of the pension fund at the end of the most recently completed fiscal year.

Ordinance No. 2022-115 - No Parking Signs

Motion to pass Ordinance No. 2022-115, establishing parking restrictions on certain sections of Thompson Boulevard and Brandywyn Lane.

Ordinance No. 2022-116 - Police Department Locker Room Renovation

Motion to pass Ordinance No. 2022-116, authorizing the Village Manager to execute a contract with F.H. Paschen in accordance with the Illinois Governmental Joint Purchasing Act in a total not-to-exceed amount of \$36,504.60. The project will be funded through the capital improvement fund.

Ordinance No. 2022-117 - Lake County Sanitary Sewer Fees

Motion to pass Ordinance No. 2022-117, updating Lake County Sanitary Sewer Fees. Lake County Public Works has increased their sanitary sewer fees as approved by the Lake County Board. Per the current agreement, Lake County Public Works provides sanitary sewer treatment, and the Village is required to charge certain pass-through fees. The ordinance reflects this change.

Ordinance No. 2022-118 - Strategic Planning Services

Motion to pass Ordinance No. 2022-118, Agreement with Lyle Sumek Associates Inc. for Strategic Planning Services, subject to review and approval by the Village Attorney. Based on the scope of work, the total value of this contract is not to exceed an amount of \$37,000.00.

Ordinance No. 2022-121 - Light Duty Fleet Maintenance

Motion to pass Ordinance No. 2022-121, authorizing the Village Manager to execute a contract with Dakota K Auto Repair for preventative maintenance and repairs in an amount not to exceed \$25,000.00 per year, pending final review and approval of the contract by the Village Attorney.

Resolution No. 2022-15 - Urban Forestry Management Plan

Motion to pass Resolution No. 2022-15 updating the Urban Forestry Management Plan.

Resolution No. 2022-16 - Semi-Annual Review of Closed Session Minutes

Motion to pass Resolution No. 2022-16, regarding the semi-annual review of Closed Session Minutes. The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the following approved minutes: March 21, 2022; April 4, 2022; April 18, 2022; May 16, 2022; June 6, 2022; July 18, 2022; August 1, 2022; August 8, 2022; August 15, 2022; September 19, 2022; October 3, 2022; October 11, 2022.

Resolution No. 2022-17 - 2022-2023 Snow & Ice Control Plan

Motion to pass Resolution No. 2022-17, the annual resolution for the Snow & Ice Control Plan to give Public Works the authority to remove snow and ice from Village streets and sidewalks during the winter season.

Resolution No. 2022-18 - 2022 Unused Private Activity Bond Volume Cap

Motion to pass Resolution No. 2022-18, ceding the 2022 Unused Private Activity Bond Volume Cap. Buffalo Grove is the host of the Lake County Partners Private Activity Bond Clearinghouse. This resolution is required annually so that unused funds can be transferred over to the next year and used in the future.

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

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-119 – ROAD SALT

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2022-119, authorizing the Village Manager to purchase no less than 1,400 tons nor more than 2,100 tons of bulk rock salt from Compass Minerals America, Inc. at a price not to exceed \$169,197.00 in accordance with the Illinois Governmental Joint Purchasing Act, pending review and approval by the Village Attorney.

Mr. Wisniewski reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of November 3, 2022, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-120 – 1650 LEIDER LANE

Moved by Smith, seconded by Johnson, to pass Ordinance No. 2022-120, authorizing the Village Manager to enter into a Brokerage Listing Agreement with Colliers Bennett & Kahnweiler LLC for a portion of 1650 Leider Lane.

Mr. Stilling reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated October 31, 2022.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2022-122 – COARSE AGGREGATE MATERIAL

Moved by Smith, seconded by Weidenfeld, to pass Ordinance No. 2022-122, authorizing the Village Manager to execute an agreement with Vulcan Construction Materials, LLC for Coarse Aggregate Material services in the amount of \$100,658.00, pending review and approval by the Village Attorney.

Mr. Wisniewski reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of November 3, 2022.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2022-19 – SURPLUS PROPERTY

Moved by Johnson, seconded by Weidenfeld, to pass Resolution No. 2022-19, declaring the property of 1.1 acres at the southwest corner of LaSalle Lane and Buffalo Grove Road as surplus and authorizing the Village Manager to pursue offers for the site.

Mr. Stilling reviewed the proposed ordinance, details of which are contained in his memo to the Board of November 3, 2022.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

TRUTH IN TAXATION

Moved by Weidenfeld, seconded by Smith, to approve the determination that it will not be necessary to publish for and hold a Public Hearing as required by the Truth in Taxation Act and authorizing the Village President to execute the required Certificate of Compliance.

Mr. Black reviewed the recommendation, details of which are contained in his memo to the Mr. Bragg of November 7, 2022.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

QUESTIONS FROM THE AUDIENCE

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

EXECUTIVE SESSION

Moved by Stein, seconded by Smith, 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.**

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

The Board moved to Executive Session from 8:45 P.M. until 9:25 P.M.

ADJOURNMENT

Moved by Stein, seconded by Ottenheimer, to adjourn the meeting. Upon voice vote, the motion was unanimously declared carried. The Regular Meeting was adjourned at 9:27 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 5th DAY OF December 2022

Village President

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

**MINUTES OF THE SPECIAL MEETING OF THE VILLAGE BOARD OF THE VILLAGE OF
BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN COUNCIL CHAMBERS,
50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS, MONDAY, NOVEMBER 14, 2022**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Evan Michel, Management Analyst; Art Malinowski, Director of Human Resources; Katie Golbach, Human Resources Management Analyst; Molly Gillespie, Communications Director; Chris Black, Director of Finance; Christine Berman, Deputy Finance Director; Darren Monico, Village Engineer; Nicole Woods, Community Development Director; Brett Robinson, Administrative Services Director; Kyle Johnson, Assistant Director of Public Works; Jim Warnstedt, Assistant Director of Public Works; Geoff Tollefson, Director of Golf Operations; Fire Chief Baker; Deputy Fire Chief Kane; and Police Chief Budds.

FY 2023 BUDGET PRESENTATION

President Sussman opened the Public Hearing for the FY 2023 Village Budget at 7:30 P.M. Roll call indicated the following present: President Sussman, Trustees Stein, Ottenheimer, Weidenfeld, Johnson, Smith, and Pike.

Notice of Public Hearing was published in the *Daily Herald* on October 13, 2022.

Mr. Bragg presented opening and introductory comments and a general overview of the FY 2023 Budget, details of which are contained in his Transmittal Letter. The proposed spending prioritizations for the coming year – Buffalo Grove is responsible; Buffalo Grove is resilient; and Buffalo Grove is safe. The budget is a statement of priorities, the first being to maintain the fiscal health of the organization, the second being to promote economic development wherever possible, and third to invest in infrastructure. Mr. Bragg reviewed the major accomplishments over the past couple of years. The property tax levy will remain flat for the fourth consecutive year.

Mr. Black then presented the financial budget summary, revenues and highlights of the entire budget, further details of which are contained in the budget document.

A PowerPoint presentation was available on the screen as each Department Head reviewed their specific budget, summarized their operations, and answered questions from Board members. This presentation is available for public review on the Village of Buffalo Grove website.

Mr. Michel reviewed the Legislative and General Administration portions of the budget.

Mr. Malinowski presented the Human Resources and Personnel Administration portion of the budget.

Ms. Gillespie reviewed the Community Outreach and Engagement aspects of the budget.

Mr. Robinson reviewed the Administrative Services and Information Technology sections of the budget.

Mr. Black then focused on the Financial Management portion of the budget, including the Pension Funds and the Debt Service Fund.

Mr. Skibbe, Mr. Warnstedt and Mr. Black summarized the budget for the Public Works Department, which includes the Streets, Forestry, Building Maintenance, Central Garage and Parking Lot funds.

Mr. Monico reviewed the Capital Projects Funds for 2023, highlighting the key projects.

Deputy Chief Szos presented the 2023 Police Department budget.

Chief Baker presented the 2023 budgets for the Fire Department and Emergency Management.

Ms. Woods presented the 2023 budget for Community Development, which includes Building and Permits; Planning, Zoning and Development; and Environmental Health Services.

Mr. Johnson reviewed the Water & Sewer Funds, as well as the CIP Overview.

Mr. Tollefson presented the 2023 Golf budget, highlighting the changes made at the Arboretum.

Mr. Black reviewed the Motor Fuel Tax revenue.

Mr. Bragg recapped the presentation and thanked each of the team members for the diligence and hard work in creating this document. Mr. Bragg pointed out that the budget is balanced and there is a 0.0% tax levy increase. Mr. Bragg thanked the Village Board and the executive team for the careful and deliberate stewardship of our public funds.

Board members thanked staff for making this process so easy for anyone to follow, and how impressive it is to be able to move forward in so many ways and yet keep the tax levy flat. It was noted that Board members were provided with the budget document several weeks ago, and all questions submitted by Board members, as well as the responses to those questions, have been provided to all Board members.

President Sussman asked if there any members of the audience or the public who wished to comment or question anything regarding the budget; there were no such questions.

At 8:49 P.M., President Sussman noted that the Public Hearing will remain open until December 5, 2022.

QUESTIONS FROM THE AUDIENCE

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

ADJOURNMENT

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

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

NAYS: 0 – None

Motion declared carried.

The meeting was adjourned at 8:50 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 5th DAY OF December 2022

Village President

**Action Item : Approval of Warrant #1348****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1348- \$6,168,508.65.

ATTACHMENTS:

- Warrant 1348 SUMMARY (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Chris Black, Finance

Monday, December 5, 2022

VILLAGE OF BUFFALO GROVE WARRANT #1348
5-Dec-22

General Fund:	1,132,389.81
Parking Lot Fund:	614.49
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	20,000.00
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	15,030.00
Capital Projects-Facilities:	288,011.98
Capital Projects-Vehicles/Equipment:	13,858.87
Capital Projects-Streets:	358,890.36
Retiree Health Savings (RHS):	19,976.29
Water Fund:	2,111,596.13
Buffalo Grove Golf Fund:	5,159.85
Arboretum Golf Fund:	1,862.70
Refuse Service Fund:	6,510.11
Information Technology Internal Service Fund:	92,160.97
Central Garage Internal Service Fund:	22,358.18
Building Maintenance Internal Service Fund:	40,251.29
	<u>4,128,671.03</u>
PAYROLL PERIOD ENDING 11/06/22	997,126.14
PAYROLL PERIOD ENDING 11/20/22	1,042,711.48
	<u>2,039,837.62</u>
TOTAL WARRANT #1348	<u><u>6,168,508.65</u></u>

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

 Village Clerk

 Village President

Attachment: Warrant 1348 SUMMARY (Approval of Warrant #1348)



**Information Item : 2023 Buffalo Grove Village Board Meeting
Schedule**

Recommendation of Action

N/A.

The Village Manager will announce the 2023 Buffalo Grove Village Board Meeting schedule.

ATTACHMENTS:

- 2023 VB Meeting Schedule (DOCX)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, December 5, 2022

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: December 1, 2022

TO: President Beverly Sussman & Trustees

FROM: Dane Bragg, Village Manager *[Signature]*

SUBJECT: 2023 Village Board Meeting Schedule

Staff has completed the 2023 Village Board meeting schedule. Please note that the January 3rd and 18th meetings are proposed for the first and third Tuesday due to the New Year's and MLK holidays. The February 21st meeting is proposed for the third Tuesday due to the President's Day holiday.

Civics Forum is proposed for Thursday, September 28th. For the budget hearing, staff has proposed Monday, November 13th.

Staff will publish the dates in accordance with the Open Meetings Act.

Meeting Date	Meeting Type	Week	Meeting Date	Meeting Type	Week
January 3 *rescheduled New Years Day	Regular	1	June 19	Regular	3
January 17 *rescheduled MLK Jr Day	Regular	3	July 17	Regular	3
February 6	COW	1	August 7	COW	1
February 21 *rescheduled Presidents Day	Regular	3	August 21	Regular	3
March 6	COW	1	September 18	Regular	3
March 20	Regular	3	September 28	Special (Civics Forum)	4
April 3	COW	1	October 2	COW	1
April 17	Regular	3	October 16	Regular	3
May 1	COW	1	November 6	Regular	1
May 15	Regular	3	November 13	Budget Presentation	2
June 5	COW	1	December 4	Regular	1
			December 18	Regular	3

March 6-7 - Purim

June 19 – Juneteenth



Information Item : New Firefighter/Paramedic Badge Presentation

Recommendation of Action

Staff recommends presentation.

John Gemmel will be presented with his Firefighter/Paramedic badge from the Buffalo Grove Fire Department.

Trustee Liaison

Pike

Staff Contact

Mike Baker, Fire

Monday, December 5, 2022	
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Action Item : 2022 BG Days Report

Recommendation of Action

Staff will present a review of the 2022 BG Days event, including final financial report.

A successful BG Days event was held September 1-5, 2022. 2022 marked the second year of a 50/50 partnership with the Buffalo Grove Park District, and resulted in a surplus of \$30,040.15 as the Village's share. The attached memorandum provides additional details.

ATTACHMENTS:

- 2022 BG Days Joint Memo (PDF)

Trustee Liaison
Ottenheimer, Stein

Staff Contact
Michael K Skibbe, Public Works

Monday, December 5, 2022



BUFFALO
GROVE
PARK
DISTRICT

MEMORANDUM

DATE: December 5, 2022

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

FROM: Erika Strojinc, Deputy Director, Buffalo Grove Park District
Mike Skibbe, Deputy Village Manager/Director of Public Works, Village of Buffalo Grove

SUBJECT: Buffalo Grove Days 2022

Highlights

A successful Buffalo Grove Days event was held September 1 - 5, 2022. This was the second year that the event was planned and hosted under a 50/50 partnership between the Village and the Park District.

Financially, the event had a positive cash flow for the second year in a row, and each agency received \$30,040.15

The event was adapted where necessary. The cancellation of the parade led to a new community walk and brought back the Rotary Pancake Breakfast. Also returning this year, and led by the BG Days committee, were the BBQ Challenge and the Car Show. A new partnership with the BG-L Chamber of Commerce brought a Main Street of Buffalo Grove business and art fair back to the event.

Background and Planning

The 50/50 partnership highlighted the skills of each agency, with the Park District leading sponsorship acquisition, beverage sales, food trucks, and entertainment at the event. They also assisted with site preparation, website, and kid's entertainment activities. The Village continued to coordinate purchasing, contract execution, public safety planning, site set up, and more. In addition, the Village continued to work with the Buffalo Grove Days committee to coordinate the many volunteer hours needed to host this event.

The event itself was still slightly modified from previous years, however, it made strides to return to its pre-COVID days.

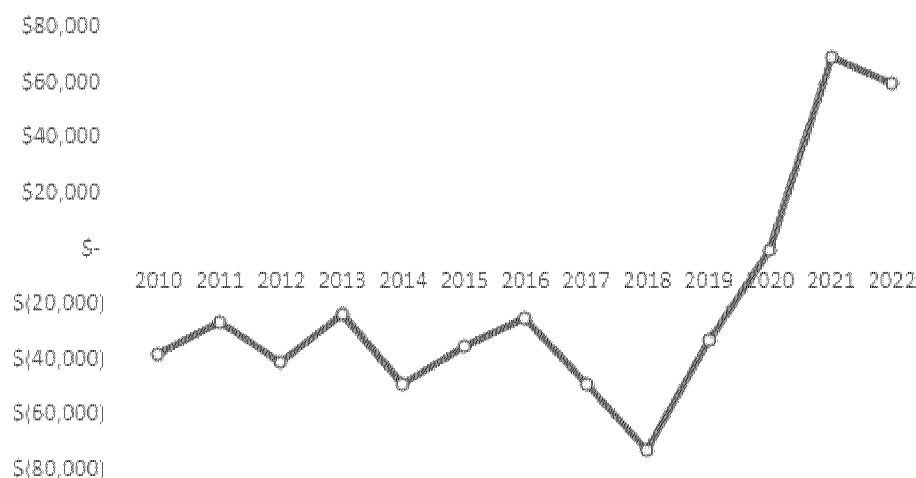
- 1) The carnival was held and given its expanded footprint once again to spread out west across more parking lot area.
- 2) The entertainment schedule had 8 bands (up 3 from last year) and a “kids hour” both Saturday and Sunday that had a live entertainer, face paint, balloon animals, and crafts. Additionally, the Park District’s Big Deal Productions and Studio 83 held their annual highlights show. The well-received video wall was brought back again and broadcasted the bands as well as sponsors.
- 3) Food trucks and stand-alone food vendors returned to provide food alongside the carnival food offerings. A large tent provided an open eating area with tables and chairs, and picnic tables and standing bar tables were laid out in the main field for additional seating.
- 4) Beverage sales were run by the Park District, including alcoholic and non-alcoholic options, at the back of the main field. New this year, the tent remained open on Monday to support the Car Show.
- 5) Both Buddy Baseball and Fun and Food events were hosted by the RKCRD disability program this year.

Financial Highlights

Attached is a profit and loss statement from 2010-2022. This year was positive with \$60,000 net. As a reminder, this only covers hard costs of the event contracts, and does not include staff time for either the Park District or Village.

- 1) The Park District was able to acquire \$36,500 in sponsorships, up from the 2021 amount secured of \$24,500.
- 2) The carnival had a notable year. Total sales came in at \$280,860.75. The Village’s portion of this income, per contract, was \$105,067.00 (higher than 2021).
- 3) Beverage sales were elevated with an increase of \$16K from 2021. Total sales were \$47,072.00.
- 4) The entertainment budget was held at \$19,515.00, for bands and kid’s activities. The Park District was able to secure deals that kept this under the \$25,000 budgeted.

BG Days Profit and Loss



Next Steps

The Village and the Park District are both interested in a continued partnership. They have developed an updated intergovernmental agreement that focuses on the 50/50 partnership while encompassing both the past IGA (2019) and the Memorandum of Understanding (2022).

Staff, volunteers, and everyone that worked to bring Buffalo Grove Days together for the community should be proud of the event that was provided. Both organizations are looking forward to building upon the successes of 2022.

BG Days 2022 - Buffalo Grove Park District

Revenues

Sponsorship		
Total	\$	36,500.00
Food Vendors		
Vendor Fees	\$	2,950.00
Power Fees	\$	650.00
Permit Fees	\$	625.00
Total	\$	4,225.00
Beverage Tent Sales		
Thursday Credit Card	\$	909.00
Thursday Cash Sales	\$	2,000.00
Friday Credit Card	\$	5,013.00
Friday Cash Sales	\$	9,966.00
Saturday Credit Card	\$	5,532.00
Saturday Cash Sales	\$	7,830.00
Sunday Credit Card	\$	5,460.00
Sunday Cash Sales	\$	7,992.00
Monday Credit Card	\$	705.00
Monday Cash Sales	\$	1,665.00
Total	\$	47,072.00
Kids 90		
Face Paint Sales	\$	365.00
Total	\$	365.00
Grand Total	\$	88,162.00

Expenses

Beverage Tent Items	Cost
Drink Tickets	\$ 284.93
State Liquor License	\$ 250.00
Wristbands	\$ 564.94
Wine Cups	\$
Cups	\$ 2,135.00
Credit Card Transaction Fees	\$ 352.00
POS Stations (\$16/per terminal)	\$ 48.00
Misc. Needs	\$ 148.60
Menards (Foam for coolers)	\$ 202.20
Total	\$ 3,985.67
Non-Alcoholic Beverages	Cost
Woodman's Order (after product return)	\$ 590.38
Total	\$ 590.38
Alcoholic Beverages	Cost
Anti-Hero 24 pack (Hospitality Beer)	\$ 32.95
Miller Lite 1/2 Barrel	\$ 980.00
Leinie Shandy Lemon 1/2 Barrel	\$ 900.00
Blue Moon 1/2 Barrel	\$ 1,224.00
Dogfish Head - Strawberry Lemonade RTD - 4 Pack	\$ 272.75
Dogfish Head - Variety Pack	\$ 863.80
Modelo Especial 1/2 Barrel	\$ 1,316.00
Revolution Anti-Hero IPA 1/2 Barrel	\$ 1,224.00
Coors Light - 24 pack (Hospitality beer)	\$ 19.55
Miller Lite 1/2 Barrel Returns	\$ (540.00)
MicroStar 1/2 Barrel Returns	\$ (210.00)
Revolution Anti-Hero IPA 1/2 Barrel Returns	\$ (180.00)
Mikes Lemonade	\$ 316.00
White Claw Black Cherry	\$ 505.60
White Claw Mango	\$ 379.20
Chardonnay 24 pack / 187 ml bottle	\$ 315.00
Cabernet 24 pack / 187 ml bottle	\$ 504.00
Pinot Grigio 24 pack / 187 ml bottle	\$ 378.00
Liquid Love Brewing Co.	\$ 1,134.00
Wagon Rental Charge	\$ 200.00
Special Event Box	\$ 60.00
Delivery Charge	\$ 7.50
Total	\$ 9,702.35
Food Trucks / Vending	Cost
Food Permit Fees - Village	\$ 625.00
Total	\$ 625.00
Sponsorship	Cost
Commission	\$ 6,300.00
Total	\$ 6,300.00
Marketing / Design	Cost
Website Hosting (\$16/month/12months)	\$ 192.00
Total	\$ 192.00
Bands	Cost
Oh Yes! (F 6 PM)	\$ 900.00
Hi Infidelity (F 8:30 PM)	\$ 4,000.00
Six on Friday (Sa 3:30 PM)	\$ 500.00
Voyage (Sa 6 PM)	\$ 500.00
Mr. Blotto (Sa 8:30 PM)	\$ 4,500.00
Triadd (Su 3:30 PM)	\$ 900.00
Pino Farina Band (Su 6 PM)	\$ 1,500.00
Spazmatics (Su 8:30 PM)	\$ 4,000.00
Total	\$ 16,400.00
Kids Activities	Cost
Face Painters (3)	\$ 840.00
Ben Tatar & the Tatar Tots	\$ 400.00
Nanny Nikki	\$ 500.00
Magic by Gary	\$ 950.00
Balloon Animals Contractor (2)	\$ 425.00
Total	\$ 3,115.00
Grand Total	\$ 40,910.40

BG Days 2022 - Village of Buffalo Grove

Revenues

Sponsorship	
	\$ 500.00
Carnival	
Total to VBG	\$ 105,067.00
Other	
BBQ Challenge	\$ 205.00
Chamber Reimbursement (Tables/Tents)	\$ 1,504.00
Grand Total	\$ 107,276.00

Expenses

Transportation	Cost
Bus (First Student)	\$ 14,015.00
Total	\$ 14,015.00
Equipment Contracts	Cost
Portable Restrooms	\$ 10,011.00
Gen Power	\$ 9,440.00
Indestructo Tents (40x80, accessible tent, tables/chairs)	\$ 11,008.00
American Mobile Staging (32x24 Stage, 2 Video Walls)	\$ 13,780.00
Sound Works Productions (including video gear)	\$ 14,690.00
Pac-Van Mobile Office	\$ 3,190.00
Golf Carts	\$ 4,120.00
Rent-A-Fence	\$ 3,784.00
Custodial Service	\$ 2,874.00
Awards (BBQ & Car Show)	\$ 1,149.00
Mobilecomm Repeater	\$ 1,172.00
Total	\$ 75,218.00
Other Expenses	Cost
Ice Chest & Refills	\$ 874.82
Gralnger (Roof Sled & Camera Pad)	\$ 173.00
Menards (Tie Downs, Fence Posts, etc.)	\$ 841.67
Amazon (Zip Ties)	\$ 36.81
Sign Materials	\$ 1,765.00
Al Warren Oil (Diesel Fuel Generators)	\$ 1,523.00
Total	\$ 5,214.30
Grand Total	\$ 94,447.30

BG Days 2022 - Overall

Park District Overall

Revenues	\$	88,162.00
Expenses	\$	40,910.40
Net	\$	47,251.60

Village Overall

Revenues	\$	107,276.00
Expenses	\$	94,447.30
Net	\$	12,828.70

BG Days Final 2022

Revenue Net	\$	60,080.30
Final Split (each agency)	\$	30,040.15
Park District Owes Village	\$	17,211.45



Action Item : Memorandum of Understanding with the Buffalo Grove Community Foundation

Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board authorize the Village Manager to execute the attached memorandum of understanding with the Buffalo Grove Community Foundation, pending final review by the Village Attorney, donating the proceeds of the 2022 BG Days event to the Foundation for support of not for profit groups that serve the community. The total donation amount is \$30,040.15, representing the Village's share of proceeds from BG Days 2022.

ATTACHMENTS:

- 2022-1205 Foundation MOU Memo (DOCX)
- 2022-1205 BG Days Memo of Understanding - Community Foundation (DOCX)

Trustee Liaison
Ottenheimer, Stein

Staff Contact
Michael K Skibbe, Public Works

Monday, December 5, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: December 5, 2022

TO: Village President Beverly Sussman and Trustees

FROM: Mike Skibbe, Deputy Village Manager/Director of Public Works

SUBJECT: Memorandum of Understanding (MOU) with the BG Community Foundation

Policy Question

Should the Village donate the proceeds of the 2022 BG Days event to the BG Community Foundation in support of not for profit groups that serve Buffalo Grove?

Recommendation

Staff recommends that the Village Manager be authorized to execute a memorandum of understanding with the BG Community Foundation, pending final review and approval of the Village Attorney.

Background

The Village of Buffalo Grove (Village) and Buffalo Grove Park District (Park District) have successfully partnered on the BG Days event since 2021. In 2021 and 2022, proceeds from the event were received by the Village as the event financials were operated in the positive.

Following the 2021 BG Days event, a donation was made to the BG Community Foundation. This donation committed \$28,000 toward a BG Days "rainy day fund" to protect the Village's general fund from future events that may be affected by weather or other negative financial impacts. In addition, \$4,000 was committed to the Foundation to support their ongoing initiatives.

With the 2022 BG Days event realizing proceeds of \$30,040.15, as the Village's share, it is again time to discuss an appropriate use of these funds to support Buffalo Grove.

In BG Days events in 2018 and 2019, not for profit groups were invited to help sell non-alcoholic beverages and corn within the confines of the Food Tent. Post-covid changes, elimination of the food tent itself, along with a streamlined partnership with the Park District for all beverage sales, removed the ability for this support of NFP's to happen directly at the event. In past years, roughly \$10,000 was donated to NFP's each year, through this mechanism. In addition, this money was distributed prior to the rest of the Village's expenses being recouped.

The Community Foundation is better equipped to support the NFP's that support Buffalo Grove. In addition, the new partnership and financial model for BG Days, besides being easier to manage, is allowing a larger donation to support NFP's than ever before.

Agreement

The proposed Memorandum of Understanding establishes a donation of \$30,040.15 to the Community Foundation. The Foundation agrees to utilize the funds in a manner consistent with the Foundation's established guidelines, and in direct support of NFP groups.

Memorandum of Understanding

Between: Village of Buffalo Grove and the Buffalo Grove Community Foundation

This Memorandum of Understanding (MOU) sets the terms and understanding between the Village of Buffalo Grove (Village) and the Buffalo Grove Community Foundation (Foundation).

Background & Purpose

The Buffalo Grove Days event is traditionally held each Labor Day weekend. In 2021 the event operated under a new partnership between the Village and the Buffalo Grove Park District. This 50/50 partnership realized a profit for the first time in many years. Success with this model continued into 2022.

Due to the outside factors that can affect the success of Buffalo Grove Days in any given year, it was advantageous to set aside a “rainy day fund” to support Buffalo Grove Days in future years, limiting the financial exposure long term. In 2021, \$28,000 was committed in a newly established Buffalo Grove Days fund, for restricted use to support future Buffalo Grove Days events. In addition, \$4,000 was donated to the Foundation’s general fund, for unrestricted support of Foundation activities.

With the formation of the Buffalo Grove Community Foundation, and their mission to support village wide initiatives that improve quality of life in Buffalo Grove, the Village and Foundation wish to enter into a memorandum of understanding in regard to the 2022 BG Days profits. This MOU will provide a mechanism for donation of certain earmarked funds in support of community not for profit groups, as part of the overall goal of Buffalo Grove Days as a community event.

Funds

The Village of Buffalo Grove will donate \$30,040.15 to the Buffalo Grove Community Foundation.

The funds will be used by the Foundation in support of not for profit groups in a manner consistent with the Foundation’s established guidelines.

Duration

This MOU shall become effective upon signature by the authorized officials and will remain in effect until 12/31/2027.

Date: 12/05/2022

Dane Bragg
Village of Buffalo Grove, Village Manager

Date: 12/05/2022

Dave Weidenfeld
Buffalo Grove Community Foundation, Chair



Action Item : Intergovernmental Agreement with Park District for BG Days Events

Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board authorize the Village Manager to execute the attached IGA with the Buffalo Grove Park District to continue a 50/50 partnership for BG Days 2023-2025, pending final review by the Village Attorney.

ATTACHMENTS:

- 2022-1205 BG Days MOU Memo (DOCX)
- 2022-1205 Ordinance BG Days IGA (DOCX)
- 2022 BG Days Partnership IGA (DOCX)
- Attachment C Split of Duties (PDF)
- Attachment D 2023 Budget (PDF)

Trustee Liaison
Ottenheimer, Stein

Staff Contact
Michael K Skibbe, Public Works

Monday, December 5, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: December 5, 2022

TO: Village President Beverly Sussman and Trustees

FROM: Mike Skibbe, Deputy Village Manager/Director of Public Works

SUBJECT: Intergovernmental Agreement with Buffalo Grove Park District for BG Days

Policy Question

Should the Village continue a 50/50 partnership with the Buffalo Grove Park District for BG Days 2023?

Recommendation

Staff recommends that the Village Manager be authorized to enter into an intergovernmental agreement with the Buffalo Grove Park District to continue the 50/50 partnership for the BG Days event.

Background

The Village of Buffalo Grove (Village) and Buffalo Grove Park District (Park District) have successfully partnered on the BG Days event since 2021. In 2021 and 2022, a memorandum of understanding was executed, modifying the intergovernmental agreement (IGA) that was in place for the years 2019-2022.

The 50/50 partnership created in the MOU highlighted the skills of each agency, with the Park District leading sponsorship acquisition, entertainment, website, food trucks and beverage sales. The Village continued to coordinate purchasing, contract execution, public safety planning, and site set up. In addition, the Village coordinated the many volunteer hours utilized at the event.

Staff and the Village Board have discussed future direction and goals for BG Days. A determination of duties, including the role of volunteers, was created with full Village Board input and support. In a broader outlook, the Village Board is also looking to the future. Volunteer capacity may be needed to support other community events, as improvements such as the planned park at The Clove and permanent facilities at Mike Rylko Park open up additional opportunities for summer events. The opportunities to bring the community together will only increase as investments into the community continue.

A new IGA has been drafted for the 2023 BG Days event.

Agreement

Among the items contemplated in the agreement:

- 1) The proposed IGA was written to support the new 50/50 partnership. It incorporates language from the past MOU's modifying the IGA for that 50/50 partnership. Associated language was changed to support that goal.
- 2) The IGA allows for the use of Mike Rylko Park for BG Days over Labor Day Weekend. The general site plan is included as Attachment A.
- 3) Insurance requirements for use of the Park District site are included as Attachment B.
- 4) The Park District roles include the activities shown in Attachment C: Split of Duties. Included are sponsorships, entertainment, food and beverage, and overall event scheduling.
- 5) The Village roles continue to include Purchasing and Contracts, Public Safety, Event Set Up, and Signage.
- 6) Language remains in place to address partnerships with other community groups, such as the BG-L Chamber of Commerce.
- 7) A preliminary budget was agreed on by both parties, and included as Attachment D.

Next Steps

Staff recommends that the Village Board authorize the Village Manager to execute the IGA with the Park District pending Village Attorney review.

This agreement is the first of several on the agenda this evening. The memorandum of understanding with the Buffalo Grove – Lincolnshire Chamber of Commerce will support a business and craft fair at BG Days. The memorandum of understanding with the Buffalo Grove Community Foundation will allow the past proceeds to be committed to support not for profits that serve Buffalo Grove.

A call for volunteers to support the roles of stage production, car show, bbq challenge, and parade (if hosted) will be ongoing as planning kicks off for BG Days 2023. Staff from both the Village and the Park District will work on a schedule for 2023 planning meetings.

ORDINANCE 2022-_____**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE BUFFALO GROVE PARK DISTRICT
FOR BG DAYS EVENTS**

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

WHEREAS, the Village wishes to enter into an agreement with the Buffalo Grove Park District for the purposes of jointly hosting a BG Days event each year from 2023-2025.

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 the Buffalo Grove Park District, pending review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: 2022-1205 Ordinance BG Days IGA (BG Days IGA with Park District)

**INTERGOVERNMENTAL AGREEMENT
FOR THE OPERATION OF THE BUFFALO GROVE DAYS FESTIVAL**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this ____ of _____, 2022 by and between the Village of Buffalo Grove ("Buffalo Grove" and/or "Village") and the Buffalo Grove Park District ("Park District") and jointly referred to as "Parties".

WHEREAS, Buffalo Grove is a home rule municipality pursuant to Article VII, Section 6 of the 1970 Illinois Constitution, and as such, may exercise any power and perform any function related to its government and affairs not otherwise precluded by state law or Constitutional provision; and

WHEREAS, the Buffalo Grove Park District is a unit of local government organized under the Park District Code (70 ILCS 1205 et seq.) and, as such, may exercise any power and perform any function related to its government and affairs; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into agreements to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Intergovernmental Agreement Cooperation Act, 5 ILCS 220/1 et seq. ("Act"), authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into agreements for the performance of governmental services, activities or undertakings; and

WHEREAS, the Village and Park District wish to annually host a summer festival entitled "Buffalo Grove Days" (the Event), constituting six days beginning the Wednesday before Labor Day and concluding upon Labor Day; and

WHEREAS, the Village and the Park District wish to promote a spirit of cooperation and have agreed to host Buffalo Grove Days at Mike Rylko Park; and

WHEREAS, this Agreement is intended to create joint venture between the Village and Park District and supersedes the August 20, 2019 Intergovernmental Agreement, and all prior agreements, for the Operation of the Buffalo Grove Days Festival; and

WHEREAS, the Village and the Park District agree that it is in their community's best interests to enter into this Intergovernmental Agreement.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. *Incorporation of Recitals*

The Recitals of this Agreement are hereby incorporated by reference into this Agreement as if fully set forth herein.

Section 2. Festival Site

Mike Rylko Park, 1000 North Buffalo Grove Road, shall be made available for the hosting of the Buffalo Grove Days festival, generally consistent with the site plan hereto attached and marked "Exhibit

A. Festival Site". The parties may, from time to time, amend the site layout plan, upon concurrence by the Agency Representatives of the respective agencies.

Section 3. Setup and Teardown

- A. The Village shall be responsible for all setup and teardown activities pertaining to its sponsorship of the Buffalo Grove Days event and as a result of the use of the Festival Site.
- B. The Park District shall permit Village crews (including but not limited to Police, Fire, Emergency Management Agency, Public Works, Community Development), vendors serving the event (including but not limited to carnival, tents, portable restrooms, signage, utility services and others) and volunteers to setup festival accommodations not less than 10 calendar days prior to the beginning of Buffalo Grove Days.
- C. The Park District shall be responsible for setup and teardown activities pertaining to its sponsorship of programs and events on the Festival Site. The Village will be responsible for managing Park District provided restrictions pertaining to access and use of the Fitness Center parking lot and facility.
- D. Each year preceding Buffalo Grove Days, it shall be the responsibility of the Village Public Works Director or designee to meet and confer with designated Park District personnel to review the location and placement of all temporary structures, utility services, wires, communication and surveillance equipment, blockades, traffic control signage and other appurtenances.
- E. The Park District shall appoint a staff person to serve as a liaison to the Village. Said Agency Representative in Section 7 shall have the authority to provide guidance and direction to the Village on matters pertaining to the Festival Site.
- F. The Village shall appoint a staff person to serve as a liaison to the Park District. Said Agency Representative in Section 7 shall have the authority to provide guidance and direction to the Park District on matters pertaining to the Festival Site.
- G. The Park District shall make all reasonable efforts to repair areas of the Festival Site grounds damaged by normal wear and tear and as a direct result of the Buffalo Grove Days event, to include re-seeding turf areas where sufficient grass cover no longer exists. At the completion of the event, Village and Park District Staff will review the site and come to an agreed upon scope of restoration work to be completed, with any restoration costs eligible for 50/50 cost sharing. Notwithstanding the provisions of Exhibit B, paragraph E, the Village shall not be responsible for or bear liability for damage to facilities or equipment beyond the Village's control, caused by acts of nature, acts of terrorism, negligence or acts of an intentional criminal nature caused by other parties.
- H. The Village shall complete all teardown activities within one week of the closure of the Buffalo Grove Days, including the removal of any equipment, stockpiles or materials. This timeline may

be extended by both parties in the event of extenuating circumstances. The Village will make its best efforts not to delay other Park District scheduled programs or events in completing teardown activities, provided that the delay is within the direct control of the Village.

Section 4. Event Management, Operation, and Budget

- A. The Village shall be responsible for the orderly operation, supervision and management of Buffalo Grove Days at all times and shall identify Agency Representative(s) who shall serve as the primary point of contact for the Park District.
- B. The Village and its Police Department, in addition to volunteers assisting the Police Department, shall be responsible for the orderly flow of traffic to and from the Mike Rylko Park entrances located along Illinois Route 83 during the event. Should additional traffic control be considered warranted by the Police Chief, or designee, the Village shall arrange for such traffic control to be provided at its sole expense.
- C. The Park District shall acquire necessary approvals to permit the sale and consumption of alcoholic liquor on the Festival Site during the event, which are subject to restrictions governing the sale and consumption of liquor as required in the Village's municipal code. Any Village fees typically assigned for the issuance of a local liquor license will be waived for this event.
- D. Buffalo Grove Days shall generally run from 9:00 AM to 2:00 AM daily. The Park District or Village may extend hours of operation upon reasonable request.
- E. The Agency Representatives, or their designees, shall be responsible for compliance with all local regulations concerning noise, vibration, light trespass and nuisance during the festival.
- F. The Village shall provide security for overnight hours as deemed appropriate by the Police Chief and the Agency Representatives. The Park District grants authority to security personnel to occupy the Festival Site before, during and after the event for the purpose of providing general security.
- G. The Park District shall permit the Village to operate permanent freestanding and building mounted exterior lighting units during the event, as well as to allow additional temporary lighting as needed.
- H. The parties acknowledge that Buffalo Grove Days requires the provision of staging, light and audio equipment to facilitate live performances. The parties covenant to work cooperatively to site and operate the concert stage(s).
- I. The Village desires to provide temporary sewer and water connections for restroom facilities during Buffalo Grove Days for improved sanitation and visitor comfort. The Park District shall accommodate the Village's reasonable requests to make such connections, at the Village's sole expense.
- J. Certain facilities including tents and other temporary structures will require tethering or anchoring to provide adequate weather protection and safety. The Parties agree to work cooperatively to locate and repair any tether/anchor areas on Buffalo Grove Days grounds.

- K. The Park District will make available to the Village certain facilities suitable for the possible evacuation of the Festival Site during an emergency, in cooperation with the Village's Emergency Management Director. Facilities shall include the Buffalo Grove Fitness Center, Spray 'n Play building and the Golf Dome permanent building. The Village shall establish a written emergency evacuation plan for the Event in case of inclement weather. The Village shall provide copies of said plan to all persons associated with the operation of the Event. The Village is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause.
- L. The Park District will be responsible to obtain all sponsorships for the event as included in the Split of Duties Attachment C. Signs will be printed and installed by the Village. The Park District permits the Village and its affiliates to erect signage recognizing corporate event and program sponsors during Buffalo Grove Days and within the Festival Site. All signage will be reviewed with the Park District to ensure proper placement and to minimize interference with existing site/facility signage.
- M. The Village shall be entitled to operate a carnival upon the Festival Site, to be located within the paved parking areas, by a carnival operator having a legal business entity, liability insurance and coverage deemed sufficient by the Park District. The Village shall not bear liability for acts of negligence caused by the carnival operator.
- N. The Village is responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended Event activities.
- O. The Village and Park District shall have responsibility and authority for contracting with event vendors and exhibitors, and shall determine the fees to be charged to the Event vendors and exhibitors. Park District reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all event vendors and/or exhibitors prior to and during the Event with respect to their compliance with this Agreement. The Split of Duties in Attachment C further refines the roles for specific contracts.
- P. The parties shall require all Event vendors and exhibitors of the Event to have the appropriate licenses/permits/insurance.
- Q. The Village recognizes that the event will be operating on Park District grounds which is a no smoking campus under Park District Ordinance 1.23.
- R. The Village and Park District agree in principle to the budget shown in Attachment D: Budget. As individual costs may change as contracts are obtained, any modification to a line item will be agreed to by the Agency Representatives prior to vendor contract signature or actual expenditure. It is a stated goal to limit financial liability and maintain a break even or better financial outcome from the Event. However, both sides acknowledge that there could be a shared loss at the end of the event. All revenues or losses would be split 50/50 between the Village and Park District.
- S. The Village understands that the Park District staff member assigned to sponsorship activities receives a nominal commission for each sponsorship dollar acquired. This commission will be

taken from the overall sponsorship amount before it is assigned as revenue for the event, as it is a direct cost to the Park District. Once commission is removed, the remaining revenue will be split 50/50.

- T. Neither the Village nor the Park District will include staff time in its calculation of event revenues nor expenses.
- U. The Village and Park District agree that partnerships with other agencies or volunteer groups may be beneficial to the event. If additional partnerships are executed, it would be by mutual, written agreement of both the Village and the Park District.

Section 5. Term

- A. This Agreement shall be in full force and effect for a period of three (3) years upon its passage by the Parties, for the year 2023, 2024, and 2025.
- B. The parties may extend this agreement upon mutual agreement.
- C. The parties understand that permanent facilities may be constructed within the term of this agreement. Modifications to the site layout (Exhibit A) will be a joint effort between the parties to adapt the event to the modified space.

Section 6. Mutual Indemnification

- A. The Village and the Park District shall conform to the insurance requirements contained in Exhibit B.
- B. All entities, either commercial, governmental or not-for-profit, licensed to operate amusements, entertainment, games, food and/or beverage service, sanitation services, utility services, housekeeping services or other services during Buffalo Grove Days, are required to have on file with the Village a Certificate of Insurance with the insurance requirements provided in Exhibit B below and shall also name the Village of Buffalo Grove and the Buffalo Grove Park District as an additional insured thereon.
- C. To the maximum extent permitted by law, the Village and Park District shall indemnify and hold each other harmless from any and all actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to tangible physical property of the other, to the extent arising out of or resulting from the negligent or wrongful acts or omissions of their respective employees or other authorized agents in connection with this agreement. However, neither party shall indemnify the other against actions, costs, expenses, damages and liabilities to the extent attributable to the negligent or wrongful acts or omissions of the other party. If the parties are both at fault hereunder, then any obligation to indemnify shall be proportional to their relative fault.

Nothing set forth in this Agreement shall be deemed a waiver by the Village or Park District of any defenses or immunities relating to any person or entity or their property, that are or would be otherwise available to the Village and Park District or its appointed and elected officers and officials, agents, volunteers and/or employees under the provisions of the Illinois Local

Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America.

Section 7. Cooperation

The Parties agree to work in good faith to achieve the objectives of this Agreement and to mutually resolve any disputes occurring or arising out of or during the terms of this Agreement. The parties agree to do all things reasonably necessary or appropriate to carry out the terms, provisions and objectives of this Agreement.

The following staff members will be identified as the Agency Representatives, granted authority to modify the event budget, site layout, and coordinate agency responsibilities:

For the Park District:

Erika Strojinc, Deputy Director

For the Village:

Mike Skibbe, Deputy Village Manager/Director of Public Works

Either party may appoint a designee for temporary support, or a successor for permanent replacement, as long as written notice is provided.

Section 8. Waiver

The waiver by any party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

Section 9. Default/Breach and Remedy

- A. The failure or refusal by either party to comply with any of its obligations shall constitute a default under this Agreement.
- B. If a party defaults or breaches in the performance of any of its obligations under this Agreement, the other party shall give written notice of such default/breach, and if the breaching party does not cure the default/breach within 30 days after the giving of such notice, (or if such default is of such nature that it cannot be completely cured within such period, if the breaching party does not commence such curing within 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default/breach), then the other party may terminate this Agreement. Upon termination of this Agreement, the parties may pursue all available legal rights and remedies in court to assert or protect their rights.
- C. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall not be entitled to recover its costs of suit or attorney's fees.

Section 10. Notices.

All notices, demands or other writings in connection to this Agreement shall be in writing and shall be deemed given (a) upon delivery, if personally delivered or if sent by e-mail or facsimile transmission, to the party to be given such notice or other communication; (b) on the third business day following the date of deposit in the United States mail, if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid; or (c) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to the Village:

Village Manager
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

If to the Park District:

Executive Director
Buffalo Grove Park District
530 Bernard Drive
Buffalo Grove, IL 60089

Section 11. General

- A. This Agreement shall be binding on each party and its respective successors, including successors in office.
- B. In the event of a conflict in custom or practice, the terms of this Agreement shall prevail.
- C. This Agreement creates no rights, title or interest in any person or entity whatsoever other than the Parties. Nothing in this Agreement shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the parties, and /or any of their respective officials, officers and/or employees.

Section 12. Amendments/Entire Agreement

No amendments, changes, modifications, alterations, or waivers of any term, provision or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by both Parties hereto as required by law. The provisions set forth herein, constitute the entire agreement of the parties regarding the matters addressed in the Agreement, and supersede any prior agreements or representations.

Section 13. Assignment

This Agreement shall not be assigned by either party without the express written consent of the other party.

Section 14. Severability

The terms, conditions, and provisions of this Agreement shall be severable, and if any term, condition, or provision is found to be invalid or unenforceable for any reason whatsoever, the remaining sections, subsections, terms, conditions, and provisions shall remain in full force and effect, and shall not be affected by such determination, unless the Agreement can no longer be performed by either party.

Section 15. Effective Date

The Effective Date of this Agreement shall be upon execution by the Parties.

Section 16. Termination

This Agreement shall terminate upon the expiration of the term set forth in Section 5 above, or upon mutual agreement, of the parties. Either party may withdraw from this Agreement, at any time, upon at least 270 days prior written notice to the other party of its intent to withdraw from this Agreement. Such notice will terminate the rights, duties and obligations of the withdrawing party, effective on the withdrawal date specified in the notice or on the thirtieth day after receipt of the notice by the other party, whichever is later. If the withdrawing party is in default under the Agreement at the time it issues the notice, then its right to participate and receive the benefits contained in the Agreement shall immediately terminate and the withdrawing party shall still be obligated to cure the default.

Section 17. Choice of Law.

This Agreement shall be governed by the laws of the State of Illinois. The Circuit Court of Cook County, Illinois, shall have jurisdiction over any disputes arising under this Agreement, and each of the Parties hereby consents to such Court's exercise of jurisdiction.

Section 18. Authority to Execute.

The parties represent and warrant to each other that this Agreement has been adopted and approved by ordinance or resolution, and they have the authority to enter into this Agreement and perform their obligations hereunder.

Section 19. Titles

The headings and titles of this Agreement are for convenience and shall not influence the construction or interpretation of this Agreement.

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

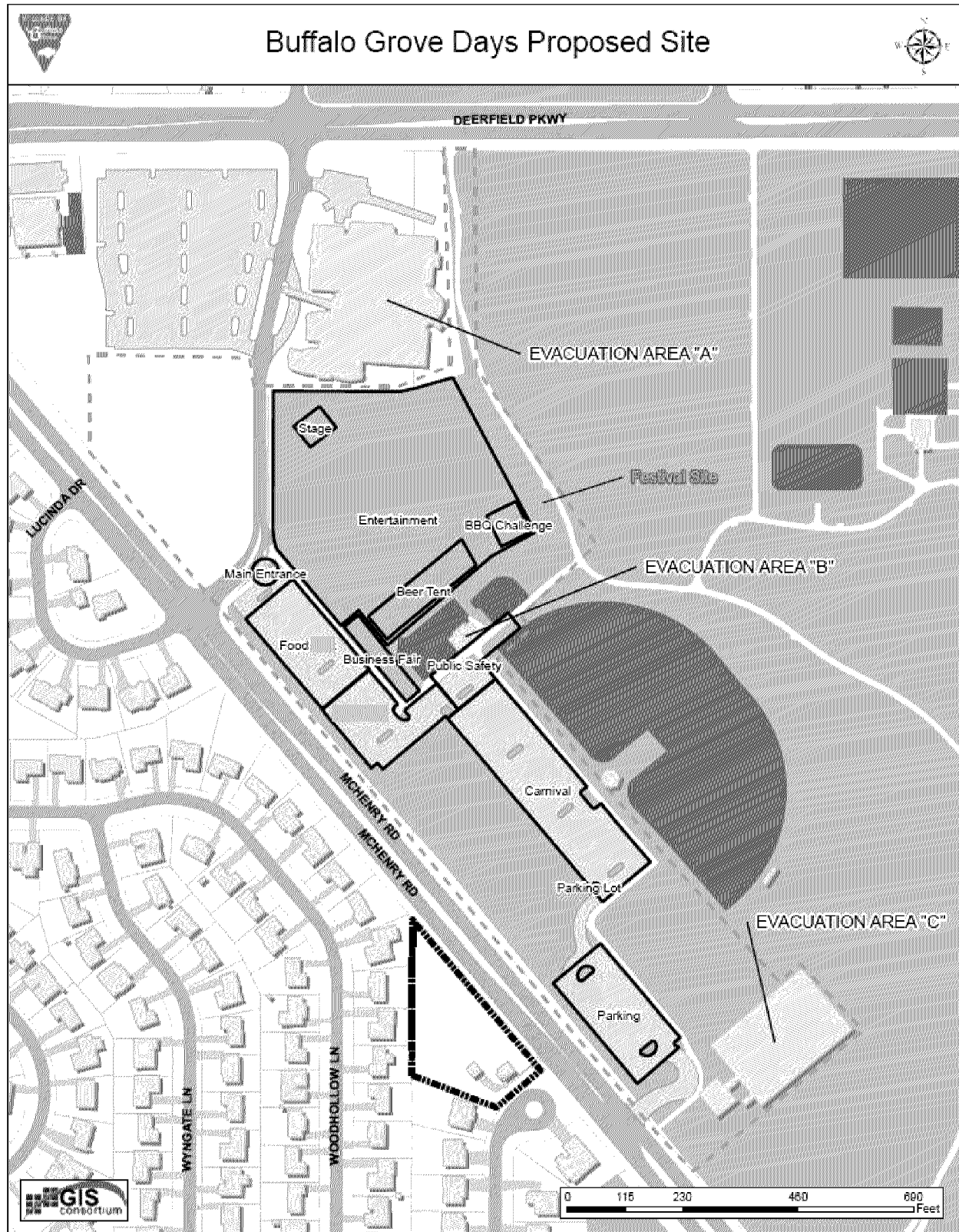
BY: _____ Date: _____ Village
 Manager
 Village of Buffalo Grove

ATTEST: _____
 Village Clerk

BY: _____ Date: _____ Executive
 Director
 Buffalo Grove Park District

ATTEST: _____
 Secretary

EXHIBIT A – Festival Site



Attachment: 2022 BG Days Partnership IGA (BG Days IGA with Park District)

EXHIBIT B – Park District Insurance Requirements

Insurance and Indemnification

Village shall obtain and keep in full force for the term of the Agreement insurance of the types and in the amounts listed below.

A. Commercial General Liability Insurance

Village shall maintain commercial general liability (CGL) with contractual liability coverage with a limit of \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit.

The Park District shall be included as an additional insured under the Village's liability coverage, subject to the terms, obligations and conditions thereof, as respects liability arising out of the use of the premises as provided under this Agreement.

B. Business Auto Liability Insurance

If applicable, Village shall maintain business auto liability with a limit of not less than \$1,000,000 combined single limit per accident for bodily injury and property damages.

C. Workers' Compensation Insurance

The Village employees providing services by or on behalf of the Village shall be covered by the Village's Workers' Compensation coverage with statutory limits and Employers Liability coverage with limits of \$1,000,000 per accident.

D. General Insurance Provisions***a. Acceptability of Insurers***

The Park District hereby acknowledges that the Village has liability coverage through the Suburban Liability Insurance Pool ("SLIP"). The Park District agrees that the liability coverage provided by SLIP is acceptable for the purposes of this Agreement.

b. Evidence of Insurance

Prior to using any Park District facility, Village shall furnish Park District with a certificate(s) of coverage executed by a duly authorized representative of SLIP, showing compliance with the insurance requirements set forth above.

Should the Village terminate its participation in SLIP prior to the termination of this Agreement, written notice thereof will be sent to the Park District within 10 business days.

Failure of Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a

deficiency from evidence that is provided shall not be construed as a waiver of Village's obligation to maintain such insurance.

Park District shall have the right, but not the obligation, to prohibit the Village from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of this Agreement at Park District's option.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions are the responsibility of the Village.

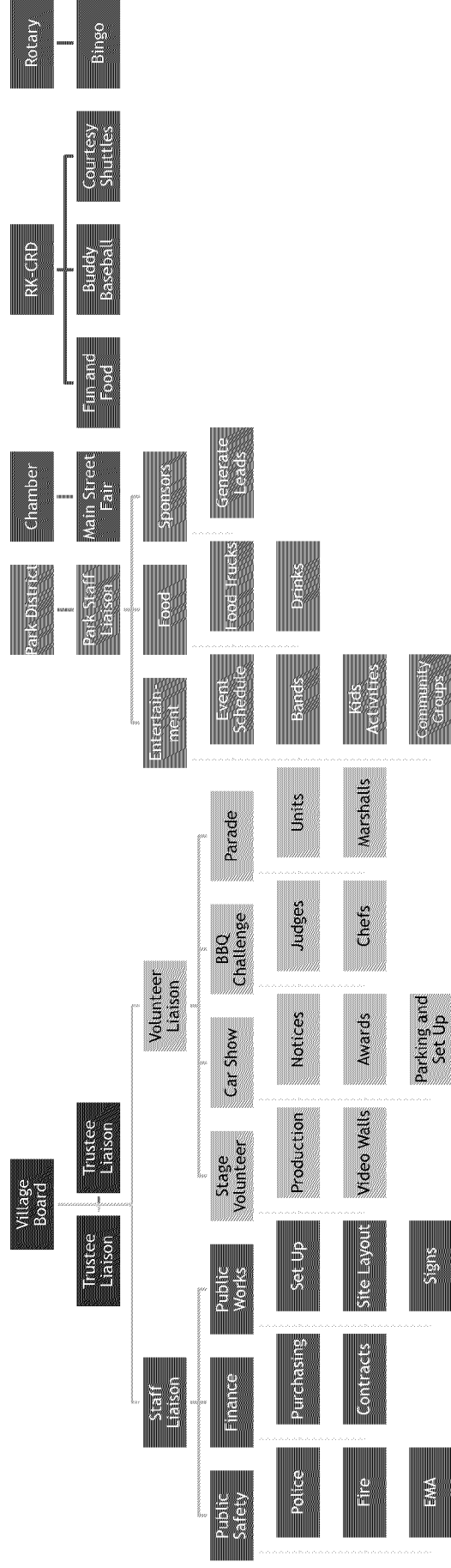
E. Additional Insured

Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District.

F. Vendors

All Event vendors shall be subject to all the insurance requirements stated herein. Village agrees that it shall maintain, and it shall cause each of its vendors who will be participating in the Event to maintain commercial general liability insurance, naming the Park District and the Village as additional insured. A copy of all certificates of insurance must be sent to the Park District for review no later than two weeks prior to the start of the festival. The Vendors insurance shall be primary insurance with respect to any other insurance or self-insurance afforded to the Park District or Village. Any insurance or self-insurance maintained by the Park District or Village shall be in excess of the Vendor's insurance and shall not contribute with it.

Attachment C: Split of Duties



ATTACHMENT D

2023 BG Days Budget

Revenue	2023 Budget	2022 Actual	Notes
Sponsorships	\$ 35,000	\$ 36,500	Net Park District Expenses
Food Vendor Fees	\$ 4,000	\$ 4,225	
Beverage Sales	\$ 45,000	\$ 47,072	Net Park District Expenses
Carnival Sales	\$ 100,000	\$ 105,067	
Parade Fees	\$ 2,000	\$ -	Parade cancelled in 2022
All Other Revenue	\$ 1,500	\$ 2,573	
Total Revenue	\$ 187,500	\$ 195,437	

Expenditures	2023 Budget	2022 Actual	Notes
Entertainment	\$ 25,000	\$ 19,515	Full schedule
Advertising	\$ 200	\$ 192	All social media and free advertising (Website hosting fee)
Transportation (First Student)	\$ 15,000	\$ 14,015	Bus transportation
Parade Expenses	\$ 2,000	\$ -	
Equipment/Contracts			
-Portable Restrooms	\$ 12,000	\$ 10,011	
-Gen Power	\$ 10,000	\$ 9,440	
-Instructo Tents	\$ 12,000	\$ 11,008	Includes big tent and chairs for 2022
-American Mobile Staging	\$ 16,000	\$ 13,780	Larger stage (32x24), includes video walls
-Sound Works Productions	\$ 15,000	\$ 14,690	
-Mobile Offices	\$ 5,000	\$ 3,190	
-Golf Carts	\$ 6,000	\$ 4,120	
-Rent a fence	\$ 4,000	\$ 3,784	
-Custodial Service	\$ 3,500	\$ 2,874	
-Awards (Car Show/BBQ Challenge)	\$ 1,200	\$ 1,149	
Sponsorship Commission	\$ 5,000	\$ 6,300	
Beverage Cost of Goods Sold	\$ 15,000	\$ 14,278	
Permit Fees	\$ 625	\$ 625	
All Other Expenditures	\$ 5,000	\$ 6,387	See detail to right
Total Expenditures	\$ 152,525	\$ 135,358	\$ 1,173
Net Income/(Loss)	\$ 34,975	\$ 60,079	
Split	\$ 17,488	\$ 30,040	50/50 Split

All Other Expenses (2022 Actuals)

MobilCom Repeater	\$ 1,173
Ice Chest Rental	\$ 875
Grainger (Roof sled with pad for camera)	\$ 173
Amazon (zip ties)	\$ 37
PW Material Costs (Signs)	\$ 1,765
Diesel Fuel	\$ 1,523
Menards (tent tie downs)	\$ 841
Subtotal Misc	\$ 6,387



Action Item : Memorandum of Understanding with BG-L Chamber of Commerce for BG Days Event

Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board authorize the Village Manager to execute the attached MOU with the Buffalo Grove - Lincolnshire Chamber of Commerce to continue a partnership for a business and craft fair at BG Days, pending final review by the Village Attorney.

ATTACHMENTS:

- 2022-1205 Chamber MOU Memo (DOCX)
- 2022-1205 MOU Chamber BG Days (DOCX)

Trustee Liaison
Ottenheimer, Stein

Staff Contact
Michael K Skibbe, Public Works

Monday, December 5, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: December 5, 2022

TO: Village President Beverly Sussman and Trustees

FROM: Mike Skibbe, Deputy Village Manager/Director of Public Works

SUBJECT: Memorandum of Understanding with the Buffalo Grove-Lincolnshire Chamber of Commerce for BG Days events

Policy Question

Should the Village continue a partnership with the Buffalo Grove – Lincolnshire Chamber of Commerce (Chamber) for the business and craft fair at BG Days?

Recommendation

Staff recommends that the Village Manager be authorized to enter into a memorandum of understanding (MOU) with the Chamber for the purposes of hosting a business and craft fair at BG Days 2023-2025, pending final review by the Village Attorney.

Background

The Village of Buffalo Grove (Village) and Buffalo Grove Park District (Park District) have successfully partnered on the BG Days event since 2021. In 2022, the partnership was expanded to allow the two entities to bring in other community partners. For the 2022 BG Days event, a memorandum of understanding was approved by the Village and Park District, creating a Chamber business and craft fair.

The 2022 BG Days event included the successful “Main Street BG” business and craft fair that was coordinated by the Chamber of Commerce. The Chamber handled all event marketing, sign up, and coordination at the event. The Village assisted with the procurement of tables and tents, as needed, through our existing vendor. The agreement allowed the Chamber to collect any proceeds from the event, in recognition of their efforts and assumption of risk.

The Chamber is interested in continuing the fair and has requested a new agreement with a multiple year term. Staff at the Village and Park District appreciated the work and cooperation of the Chamber in the 2022 event, and are pleased to present a newly negotiated agreement.

Agreement

The proposed agreement largely mirrors the 2022 agreement, with the following updates:

- 1) A three-year term covering the years 2023, 2024, and 2025 is included. Due to the upcoming change to permanent facilities between the 2023 and 2024 event, language

is included to allow the parties to terminate the agreement and renegotiate, in the unlikely event something causes a necessary change for the years 2024 and 2025.

- 2) Language was clarified, allowing the Chamber to request tables in addition to tents, from the Village's vendor, if needed.
- 3) More detail was added to clarify how different entities can secure tables at the event. This was an item that came up during planning for the 2022 event, and all parties worked cooperatively to find mutual agreement. Per the Chamber's request, a limit to the number of non-business/craft tents is established.

AN AGREEMENT BETWEEN

VILLAGE OF BUFFALO GROVE
BUFFALO GROVE PARK DISTRICT
BUFFALO GROVE LINCOLNSHIRE CHAMBER OF COMMERCE

REGARDING BUFFALO GROVE DAYS

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

The Village, Park District, and Chamber 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 2023 until 2025 ("Term"). Should the Village or Park District advise the Chamber by November 1st, 2023, this agreement may be terminated without any recourse after the 2023 Buffalo Grove Days.

Buffalo Grove Days

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

The Village and Park District designate the responsibility for promotion and execution of the following event at BG Days exclusively to the Chamber:

- 1) Business and Craft Fair

Business and Craft Fair

The Village, Park District, and Chamber will work jointly to identify the locations of 10'x10' tent sites throughout 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 will mark the location of the tent to assist with site layout as part of the setup of the event.

The Village, Park District, and Chamber will work jointly to identify the schedule for the Business and Craft Fair, within the larger overall schedule of events for BG Days.

The Chamber shall be the sole operator of any tent provided for the purpose of selling craft goods or business services by business entities during BG Days during the Term. Food and beverage tents are separate, and specifically exempted. However, gourmet food goods, spices, or other unprepared food mixes and the like are allowed.

The Chamber will be responsible for tents, chairs, and tables, and any other set up requirements for operation of the Business and Craft Fair, if they choose to provide such appurtenances to fair vendors. Regardless, any tents brought to the site will conform with the guidance and must be safely anchored and secured. In addition, the Chamber will market, collect registrations, and coordinate with the businesses for set-up, scheduling, and support during the fair with Chamber volunteers.

If mutually beneficial cost and labor savings can be realized with Village assisted procurement of 10x10 tents and folding tables for the business fair, through existing vendor contracts, the Chamber will reimburse the Village. The cost of such tents and tables will be determined in accordance with the contract that the Village has with the tent and table provider for Buffalo Grove Days without any mark-up by the Village. Decision will be made by the agency representatives listed below, as part of overall event planning.

Tables/Booths at BG Days

The Village, Park District, and Chamber acknowledge that there may be non-traditional entities looking for a table or booth at the BG Days event. The following guidelines will be used:

- 1) **Elected Officials** – For officials currently in office, the Park District provides a table free of charge at the event. These requests can go directly to the Park District, and jointly coordinated with the Chamber. Each official shall be allowed one day of space at the event, subject to availability additional days may be offered. At no time shall the number of spaces reserved for this use exceed five percent (5%) of the total spaces available unless mutually agreed upon by the parties.
- 2) **Running for Office** – These requests are steered toward the Chamber, as folks that are running for office can secure space equal to the not-for-profit price. Each office seeker shall be allowed one day of space at the event, subject to availability additional days may be offered. Said person must be a declared candidate and must provide evidence of same. At no time shall the number of spaces reserved for this use exceed five percent (5%) of the total spaces available unless mutually agreed upon by the parties.
- 3) **Not-For-Profits** – Tables are also available through the Chamber as part this agreement. Chamber may establish a non-member NFP rate, if necessary. Each NFP shall be allowed one day of space at the event, subject to availability additional days may be offered. Said NFP shall provide evidence of their tax status. At no time shall the number of spaces reserved for this use exceed five percent (5%) of the total spaces available unless mutually agreed upon by the parties.
- 4) **Businesses and Crafters** – These are the most straightforward, as these fit the Chamber’s model for “Main Street BG”. The Chamber shall set the costs of participation.
- 5) **Sponsorships** – As part of the sponsorship deals secured by the Park District, business entities may request a table or booth as part of their sponsorship of the overall event. These shall be located outside of the fair, and noncontiguous to the business fair, as determined by the sponsorship agreement and in consultation with the Chamber.

Financial Considerations

The Chamber shall set all registration fees associated with the Business and Craft Fair, as they deem appropriate and in the best interest of the business community.

Because the Chamber is assuming financial liability in the set up and coordination of the Business and Craft Fair, proceeds from the Business and Craft Fair will remain with the Chamber. Neither the Village nor Park District assume financial liability if the Business and Craft Fair does 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.

Buffalo Grove Days Coordination

The Chamber shall coordinate with the Agency Representatives for execution of the above events.

Payment Due

All accounts payable and sums being due to the Village from the Chamber of Commerce pertaining to the amounts due from the Chamber to the Village shall be due and payable within 60 calendar days after the event. A fee of nine percent (9%) simple interest (0.75% per month) shall be applied to all balances due and remaining in excess of 90 days, per Village policy.

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:

Erika Strojinc, Director of Recreation and Facilities

For the Village:

Mike Skibbe, Deputy Village Manager/Director of Public Works

For the Chamber:

Brad Schencker, President

Future Events

The Village, Park District, and Chamber 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 3 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

**Buffalo Grove Lincolnshire
Chamber of Commerce**

By: _____

By: _____

By: _____

Dane C. Bragg
Village Manager

Ryan Risinger
Executive Director

Bradley Schencker
President

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

Buffalo Grove Park District
530 Bernard Drive
Buffalo Grove, Illinois 60089

Buffalo Grove Lincolnshire
Chamber of Commerce
50-1/2 Raupp Blvd
Buffalo Grove, Illinois 60089

Date: _____

Date: _____

Date: _____



Ordinance No. O-2022-123 : Ordinance Adopting Changes to Title 2

Recommendation of Action

Staff recommends approval.

Staff recommends approval of an ordinance adopting a revised Title 2 and associated Appendix A., pending final review and approval by the Village Attorney.

ATTACHMENTS:

- CR2 Memo 2022 (DOCX)
- Ethics Memo.edited (DOCX)
- Ordinance updating Title 2 and adding Appendix A (DOCX)
- Title 2 - ADMINISTRATION AND PERSONNEL - Clean (PDF)
- Appendix A (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Brett Robinson, Finance

Monday, December 5, 2022

VILLAGE OF
BUFFALO GROVE



DATE: November 30, 2022

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Administrative Services Director
Jessie Brown, Administrative Services Manager

RE: Title 2

Background Information

Staff have completed the second pass through of the review process of Title 2. "Title 2 – Administration and Personnel" this title establishes powers of the President, Board of Trustees, and Village Administrator. Title 2 also provides for the creation of departments, committees, commissions, and boards.

The first revisions to this title were originally presented to the Village Board on October 4, 2021. Since the original presentation staff has corrected some scrivener errors and based upon a review by the Village Attorney and Ethics Commission changes have been made to 2.48 Ethics. With upcoming improvements planned for Mike Rylko Park, The Clove park, and other future opportunities, staff and the Village Board discussed modifications to 2.37 to create a Community Events Committee allowing for significantly more flexibility being able to plan community wide events in addition to Buffalo Grove Days.

Overview of Changes to Title 2:

Global Changes

- Changed gender specific terms to gender neutral terms
- Reorganized chapters to follow a more logical progression.
- Altered chapters to match up closer to actual practices.
- Modified Committee, Commission, and Board membership language to be consistent wherever possible.
- Create an Appendix with Fines (Table A-2)

Chapter 2.04

- Salaries of elected officials to be fixed by resolution or ordinance.

Chapter 2.05

- Village President Emergency Powers moved from Chapter 2.56

Chapter 2.08

- Entire section reformatted and edited to provide clarity
- Purchase authority increased to \$50,000
- Added separation language to Settlement of Litigation (modified thresholds slightly)
- Organized appointed officers that were not addressed by specific chapter into one location

Chapter 2.09

- Deputy Clerk moved from Chapter 2.12

Chapter 2.12

- Fire Department moved from Chapter 2.50

Chapter 2.18

- Renamed “Sanitarian” to “Environmental Health Practitioner”
- Removed reference to contagious disease

Chapter 2.22

- Board of Police and Fire Commission moved from Chapter 2.28

Chapter 2.28

- Planning & Zoning Commission moved from Chapter 2.58

Chapter 2.32

- Transportation Commission moved from Chapter 2.52

Chapter 2.36

- Commission for Residents with Disabilities moved from Chapter 2.58

Chapter 2.37

- Moved from Chapter 2.60
- Renamed to Community Events Committee
- Changes made to align with other committees.
- Festival events made less specific, to allow for more flexibility.

Chapter 2.48

- Definitions match agreed upon Definition list. Revised as recommend by the Village Attorney, Village Manager and Ethics Commission.

Chapter 2.52

- Public Safety Employee Benefits Acts moved from Chapter 2.72

Chapter 2.54

- Emergency Management Agency moved from Chapter 2.34

Chapter 2.70

- Reviewed

Chapter 2.74

- Removed reference to specific files types and included language requiring the Village Engineer publish acceptable types on a regular basis.

Recommendation

Staff recommends approval of an ordinance adopting a revised Title 2 pending final review and approval by the Village Attorney.

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: September 14, 2022
TO: Dane Bragg, Village Manager
FROM: Evan Michel, Assistant to the Village Manager
SUBJECT: Ethics Commission

Background

The Village of Buffalo Grove Ethics Commission has been charged by the Village Board to review the Local Ethics Disclosures statements. The Village of Buffalo Grove was an early pioneer in requiring local disclosures, but much of the local disclosures overlap the new, expanded Cook County reporting requirements. This memorandum evaluates "who and what" is covered by the Buffalo Grove Local Economic Disclosure Statement and Conflict of Interest Disclaimer as well as Cook County Disclosure of Economic Interests.

Who is Covered?

Buffalo Grove Local Economic Disclosure Statement and Conflict of Interest Disclaimer

Chapter 2.48 Ethics requires that all public officials must file both an Economic Disclosure Statement and Conflict of Interest Disclaimer with the Village Clerk. A public official is defined by Chapter 2.48.010. I as

"...any person who seeks to be elected or is elected to any public office in the Village, or is appointed a member of any commission, committee, or board of the Village, and all department heads, and other employees as designated by the Village Manager."

This includes the following:

- Candidates for Elected Office
- Village Board
- Planning and Zoning Commission
- Health Commission
- Board of Fire and Police Commissioners

- Farmers Market Committee
- Ethics Commission
- Transportation Commission
- Commission for Residents with Disabilities
- Buffalo Grove Days Committee
- Fire Pension Fund
- Police Pension Fund
- Senior Staff Team
 - Village Manager
 - Deputy Village Managers
 - Director of Finance and General Services
 - Director of Administrative Services
 - Director of Communications and Community Engagement
 - Director of Human Resources
 - Director of Community Development
 - Chief of Police
 - Fire Chief

Cook County Disclosure of Economic Interests

Article 4A.101.h the Illinois Governmental Ethics Act & State Officials and Employees Ethics Act as amended in 2009 states the following shall file verified written statements of economic interests. The following subsections are applicable to the Village of Buffalo Grove:

(g) Persons who are elected to office in a unit of local government, and candidates for nomination or election to that office, including regional superintendents of school districts.

(h) Persons appointed to the governing board of a unit of local government, or of a special district, and persons appointed to a zoning board, or zoning board of appeals, or to a regional, county, or municipal plan commission, or to a board of review of any county, and persons appointed to the Board of the Metropolitan Pier and Exposition Authority and any Trustee appointed under Section 22 of the Metropolitan Pier and Exposition Authority Act, and persons appointed to a board or commission of a unit of local government who have authority to authorize the expenditure of public funds. This subsection does not apply to members of boards or commissions who function in an advisory capacity.

(i) Persons who are employed by a unit of local government and are compensated for services as employees and not as independent contractors and who:

1. are, or function as, the head of a department, division, bureau, authority or other administrative unit within the unit of local government, or who exercise similar authority within the unit of local government;
2. have direct supervisory authority over, or direct responsibility for the formulation, negotiation, issuance or execution of contracts entered into by the unit of local government in the amount of \$1,000 or greater;
3. have authority to approve licenses and permits by the unit of local government; this item does not include employees who function in a ministerial capacity;
4. adjudicate, arbitrate, or decide any judicial or administrative proceeding, or review the adjudication, arbitration or decision of any judicial or administrative proceeding within the authority of the unit of local government;

- 5. have authority to issue or promulgate rules and regulations within areas under the authority of the unit of local government; or
- 6. have supervisory responsibility for 20 or more employees of the unit of local government.

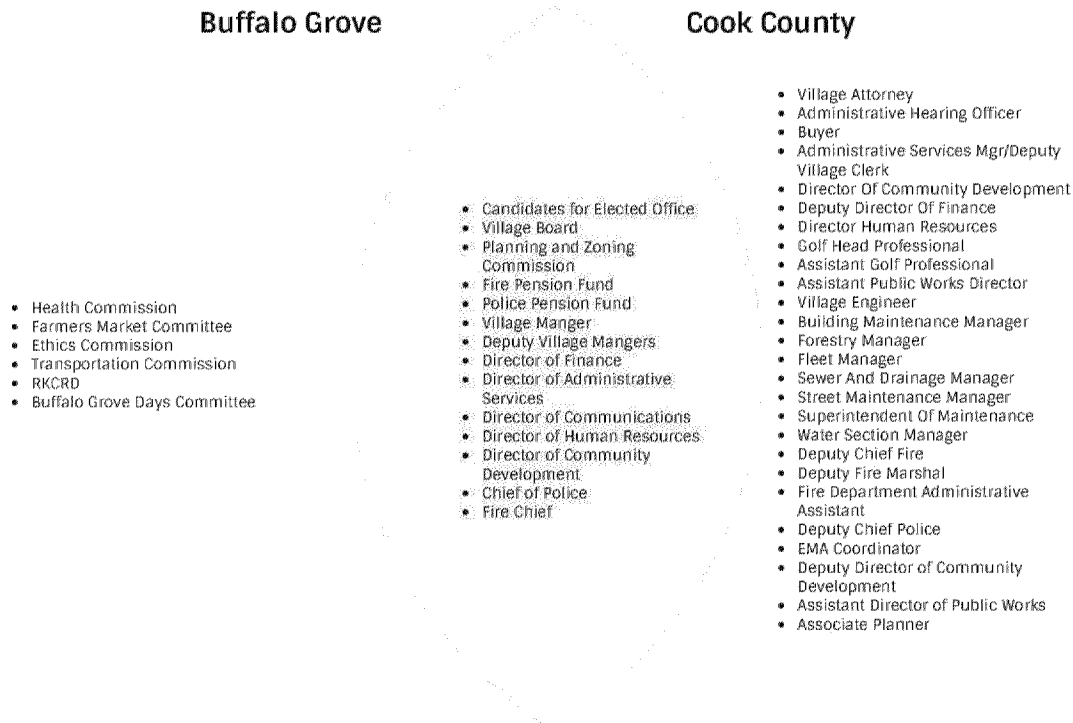
(o) Members of the board of any pension fund established under the Illinois Pension Code, if not required to file under any other provision of this Section.

This includes the following:

- Candidates for Elected Office
- Village Board
- Planning and Zoning Commission
- Board of Fire and Police Commissioners
- Fire Pension Fund
- Police Pension Fund
- Village Attorney
- Administrative Hearing Officer
- Staff Team
 - Village Manager / Deputy Village Clerk
 - Deputy Village Manager
 - Deputy Village Manager / Director of Public Works
 - Administrative Services Director
 - Buyer
 - Administrative Services Mgr/Deputy Village Clerk
 - Director Of Community Development
 - Director Of Finance
 - Deputy Director Of Finance
 - Director Human Resources
 - Golf Head Professional
 - Assistant Golf Professional
 - Assistant Public Works Director
 - Village Engineer
 - Building Maintenance Manager
 - Forestry Manager
 - Fleet Manager
 - Sewer And Drainage Manager
 - Street Maintenance Manager
 - Superintendent Of Maintenance
 - Water Section Manager
 - Fire Chief
 - Deputy Chief Fire
 - Deputy Fire Marshal
 - Fire Department Administrative Assistant
 - Police Chief
 - Deputy Chief Police
 - EMA Coordinator
 - Deputy Director of Community Development

- Assistant Director of Public Works
- Associate Planner

Comparison of "Who is Covered"



What is Covered?

Buffalo Grove Conflict of Interest Disclaimer

1. Disclose personal or familiar interest greater than 5% or \$500 of any group doing business with the Village of Buffalo Grove.
2. Prohibition against rendering favorable recommendation for economic enrichment.
3. Adhere to the Gift Ban Statute
4. Discloser of ownership of stock in any financial institution that does business with the Village.

Buffalo Grove Local Economic Disclosure Statement

1. Other than your principal residence, disclosure of any interest in real property located within the Village
2. Disclosure of any ownership interest in any business entity doing business with the Village

3. Other than a debt to secure a mortgage upon your principal residence or business loan, disclosure of indebtedness to any person or business entity doing business with the Village in an amount which exceeds the greater of \$10,000 or fifty percent of the total yearly income
4. Disclosure of receipt of any gifts within the last year valued in excess of \$100.00 to any person or business entity doing business with the Village
5. Disclosure of release from any indebtedness from any person or business entity doing business with the Village exceeding in its principal amount of \$200.00 within the last year, without repaying the total balance due on such indebtedness

Cook County Disclosure of Economic Interests

1. Disclosure of any single asset that was worth more than \$10,000 as of the end of the preceding calendar year
2. Disclosure of the source of any income in excess of \$7,500 outside of position that is required to report.
3. Excluding debts incurred on terms available to the public, disclosure of any owned single debt in the preceding calendar year exceeding \$10,000
4. Disclosure of the name of each unit of government of which you or your spouse were an employee, contractor, or office holder during the preceding calendar year other than the unit or units of government in relation to which the person is required to file
5. Disclosure of any economic relationship with a lobbyist or if a member of your family is known to you to be a lobbyist.
6. Disclosure of source of any gift or honorarium valued singly or in the aggregate in excess of \$500 received during the preceding calendar year
7. Disclosure of the name of any spouse or immediate family member living with the person making this statement employed by a public utility in this State.

Similarities between the Economic Disclosure Statements

The topics covered by the two Economic Disclosure statements can be categorized into the following topics: Assets, Income/Ownership, Indebtedness, Gifts, and Family Relationships.

Comparison of Required Disclosures	Buffalo Grove	Cook County
Assets	Any interest in real property located within the Village	Any single asset that was worth more than \$10,000
Income/Ownership	Any ownership interest in any business entity doing business with the Village	Any income in excess of \$7,500 outside of position that is required to report
Indebtedness	Greater of \$10,000 or fifty percent of the total yearly income Released from any indebtedness exceeding in its principal amount of \$200	Any owned single debt in the preceding calendar year exceeding \$10,000
Gifts	Any gift valued in excess of \$100	Any gift or honorarium valued singly or in the aggregate in excess of \$500
Family Relationships	N/A	Name of each unit of government of which you or your spouse were an employee, contractor, or office holder Any relationship with a lobbyist Employed by a public utility in this State

Recommendation

The Ethics Commission workgroup consisting of Commissioners Hughes and Yang and Village Manager Bragg met on October 6 to review the pertinent details of current disclosure requirements and to develop a recommendation concerning disclosure requirements going forward. The workgroup's recommendations are as follows:

CONFLICT OF INTEREST DISCLOSURE (LOCAL)

1. Require local conflict of interest disclosure at the time of appointment for new volunteers.
 - a. Mandated reporting of any changes to the conflict of interest disclosure incumbent upon the volunteer.
 - b. Eliminate annual disclosure.
 - c. Modify Section 2.48.030 of the Municipal Code consistent with the attached revised form.
 - d. Capture conflict of interest disclosure through electronic form submission, eliminate paper forms.

ECONOMIC INTEREST DISCLOSURE (LOCAL)

1. Because there exists significant overlap between the local SEI and recent changes to county/state SEI disclosure, eliminate local economic interest disclosure.
 - a. Adopt Cook County SEI filing requirements by ordinance.
 - b. Modify Section 2.48.020 of the Municipal Code to create an annual required filers list, maintained by the Village Clerk, for Cook County SEI disclosures.
 - i. Add Ethics Commission volunteers to the covered individuals list
 - ii. Eliminate Health Commission, Farmers Market, Transportation Commission, Rick Kahan Commission for Residents with Disabilities and Buffalo Grove Days Committee volunteers from required SEI disclosure.
 - c. Currently, the required filers are submitted to Cook County by the Deputy Village Clerk on an annual basis and filings occur electronically. Multiple filings are consolidated into one submission through the Cook County System

REQUIRED FILING EDUCATION

1. Develop an educational campaign using email that synthesizes who is required to file, filing deadlines and how to file. Distribute annually. Recommend including FOIA officer, OMA training, etc. requirements to streamline filing compliance by volunteers.

Next Steps

Staff and counsel will assist the Ethics Commission with preparing an amendment to 2.49.050 of the Buffalo Grove Municipal Code in late 2022. This section pertains to the duties and responsibilities of the Ethics Commission. The goal of is amendment is to reflect the changes detailed in the Commission Work Plan.

Similarly, staff will assist the subcommittee charged with updating the local Conflict of Interest Disclaimer and Economic Disclosure Statement. This group will provide their recommended changes to Section 2.48 of the Buffalo Grove Municipal Code to the full commission for their approval. These recommended changes will then be sent to the Village Board for their approval.

ORDINANCE NO. 2022-____

**AN ORDINANCE AMENDING TITLE 2 AND ADDING APPENDIX A
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, the Village is updating the municipal code to be clear, precise, and modern.

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

SECTION 1: Title 2 of the Village of Buffalo Grove Municipal Code is hereby amended to read as in Exhibit A, which is attached hereto and made a part hereof.

SECTION 2: Appendix A of the Village of Buffalo Grove Municipal Code is hereby added as in Exhibit B, which is attached hereto and made a part hereof.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, pending review and approval of the Village Attorney.

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

APPROVED:

 Beverly Sussman, Village President

ATTEST:

 Janet M. Sirabian, Village Clerk

EXHIBIT A

VILLAGE OF BUFFALO GROVE MUNICIPAL CODE
TITLE 2

Attachment: Ordinance updating Title 2 and adding Appendix A (O-2022-123 : Ordinance Adopting Changes to Title 2)

EXHIBIT B

VILLAGE OF BUFFALO GROVE MUNICIPAL CODE
APPENDIX A

Attachment: Ordinance updating Title 2 and adding Appendix A (O-2022-123 : Ordinance Adopting Changes to Title 2)

Title 2 - ADMINISTRATION AND PERSONNEL

Chapter 2.02 - PROCEDURES OF THE CORPORATE AUTHORITIES

2.02.010 - Meetings.

- A. Regular Meeting Dates. The Corporate Authorities shall hold regular meetings on the first or third Monday of each month. However, if such meeting date falls on a legal holiday, on which legal holiday the Village offices are closed for Village business, the meeting shall be held on the next following day which is not a legal holiday and on which day the Village offices are open for Village business or on such other day as approved by the Corporate Authorities. "Legal holiday" includes any day designated as a state or national legal holiday.
- B. Meeting Times. All meetings of the Corporate Authorities, whether in a regular or special meeting or in a meeting of the committee of the whole, shall commence at the hour of 7:30 p.m., unless a different time is fixed for a particular meeting and proper notice given of such time.
- C. Meeting Place. All meetings of the Corporate Authorities shall be held in the Council Chambers of the Village Municipal Hall, unless some other place has previously been fixed for a particular meeting and proper notice given of such place.
- D. Committee of the Whole.
 - 1. The Corporate Authorities regular schedule of meetings of the committee of the whole shall be on the first or third Monday of each month. Committee of the whole meetings may be scheduled at such other times as may be directed by action of the Corporate Authorities or the Village President. No final action may be taken at a meeting of the committee of the whole. However, the committee of the whole may direct that items taken up in the committee be placed on the agenda of the Corporate Authorities at a regular meeting or removed therefrom. For purposes of notice requirements, agenda, and meeting times, committee of the whole meetings shall be treated as a meeting of the Corporate Authorities.
 - 2. There shall be placed on the agenda of a committee of the whole meeting an item entitled questions from the audience. Members of the public, during the questions from the audience, may address the committee with comments regarding only those items that are relevant to Village business. No person shall speak for more than five minutes without consent of the Village President. The Village President shall strictly restrain comments and questions to matters that are relevant to Village business and shall not permit repetitious comments or arguments.
- B. Presiding Officer. The Village President shall be the presiding officer at all meetings of the Board of Trustees and at all times when the Board meets as a committee of the whole.
- C. Quorum. A quorum of the Corporate Authorities shall consist of not less than four Trustees or three Trustees and the Village President; provided that a lesser number may adjourn a meeting to a later date.
- D. Adjournment. Every meeting of the Corporate Authorities shall adjourn, or shall recess to a later day by 11:30 p.m., unless a majority of the Trustees present agree to continue the meeting by motion for a specific additional amount of time or to continue the meeting to the completion of the agenda or to the completion of any item of business specified in the motion. A motion to continue the meeting shall be non-debatable except as to the amount of time. Any matter not disposed of shall be placed on the agenda for the next regular meeting unless deferred by a majority of the Corporate Authorities present.

2.02.020 - Special meetings.

- A. Calling. Special meetings of the Corporate Authorities may be called by the Village President or by any three Trustees.
- B. Special Notice. Special meetings shall require at least forty-eight hours' advance public notice, which notice shall include the agenda for the special meeting.
- C. Only items of business that have been set forth upon the agenda of the special meeting shall be considered at the special meeting. This provision shall not prohibit the Corporate Authorities from discussing any item in executive session as allowed by law.

2.02.030 - President Pro Tem.

- A. The Village President, by and with the advice and consent of the Board of Trustees, shall appoint the senior Trustee as President Pro Tem. Seniority shall be based on the most continuous time served as a Trustee. In the event that more than one Trustee has equal seniority, the Trustees having equal seniority shall draw lots to determine who shall hold the position of President Pro Tem.
- B. The President Pro Tem shall perform the duties pertaining to the office of the Village President during an absence or disability of the Village President. The Village President shall be deemed absent when he/she is outside of the state or otherwise unavailable, within one hour's notification of the need to exercise the powers of his/her office by the Village Manager or designee.
- C. If the absence or disability of the Village President lasts longer than thirty days, the Board of Trustees shall then elect one of its members to act as President Pro Tem at the first Board meeting occurring at least thirty days after said notice.
- D. The President Pro Tem shall serve until any of the following occurs:
 - 1. Such person resigns as President Pro Tem, or
 - 2. Such person is no longer a Village Trustee, or
 - 3. A successor is chosen, pursuant to subsection A hereof, following the next general municipal election, or
 - 4. An affirmative vote of the majority of the Trustees then holding office to remove the President Pro Tem, or
 - 5. A successor is chosen pursuant to subsection C hereof.
- E. In the event the Village President fails to attend a meeting of the Village Board, the President Pro Tem shall act as a temporary chairperson for the meeting of the Village Board, and while so serving as temporary chairperson, shall have only the power of a presiding officer and a right to vote in the capacity as Trustee on any ordinance, resolution, or motion. In the absence of the Village President and President Pro Tem from a meeting, the Board of Trustees may elect one of their members to act as a temporary chairperson.
- F. The Village President, by and with the advice and consent of the Board of Trustees, shall appoint a Village Treasurer.

2.02.040 - Public notice of meetings.

- A. Annual Notice. The Village Clerk shall, at the beginning of each calendar year, prepare, post in the Village Hall in a public place, and make available to the public a schedule of regular and committee of the whole meetings for the year. The schedule shall state the regular dates, time and place of the regular meetings and all regularly scheduled meetings of the committee of the whole.
- B. Special, Rescheduled, and Reconvened Meetings. The Village Clerk shall give notice of all special meetings, all rescheduled regular meetings, and all reconvened meetings at least forty-eight hours

prior to such meetings. Notice shall not be required of any reconvened meeting, if the meeting is to reconvene within twenty-four hours or if the time of reconvening is announced at the original meeting and there is no change in the agenda.

- C. Changes in Schedule. The Village Clerk shall give notice of any change in the regular meeting dates or committee of the whole meeting dates of the Corporate Authorities prior to the first meeting held under the changed schedule. In addition to the notice required under subsection D of this section, the Clerk shall publish the notice of change in schedule in a newspaper of general circulation in the Village.
- D. All notices required under this section shall be given to any news medium that has filed an annual request for such notice and shall be posted on the Village's website pursuant to the Illinois Open Meetings Act ("Act").
- E. The Corporate Authorities shall comply with the minimum notice requirements of the Act. The Village Clerk shall give any additional notices, and shall comply with any additional requirements of the Act, as may be provided in addition to the requirements of this section.

2.02.050 - All meetings open.

- A. Open Meetings. All meetings of the Corporate Authorities, including meetings of the committee of the whole or other committees shall be open to the public, except for executive sessions held in accordance with subsection B of this section and the Act.
- B. Executive Sessions. Executive sessions closed to the public may be held only in connection with those subjects exempt from public meetings or authorized for closed sessions under the Act. No executive session may be held unless the Corporate Authorities by motion determine to hold such session. The committee of the whole may move to hold its proceedings in executive session whenever appropriate subjects are to be considered, but the motion must be made in a public meeting.
- C. Debate on Executive Sessions. Whenever a matter appropriate for consideration in an executive session is requested to be taken up in an executive session by the Village Manager, by any member of the Corporate Authorities, by the Village Attorney, or by any person affected by the matter to be considered, the Corporate Authorities shall consider the request.
Pending a decision by the Corporate Authorities whether to hold an executive session as requested, or at a later time, or whether to consider the matter in an open meeting, the members of the Corporate Authorities shall refrain from public discussion of the substance of the matter. Any subject matter committed to executive session shall be confidential. No public disclosure of the Corporate Authority's discussions held or any decisions made in executive session shall be made until the matter is made public by announcement, publication or official action by or at the direction of the Corporate Authorities or the Village Manager.
- D. A motion to go into executive session may be made at any time during an open meeting of the Corporate Authorities, whether or not an executive session has been scheduled on the agenda, but shall be out of order if the subject matter is not eligible to be considered at an executive session pursuant to the Act.

2.02.060 - Order of business.

- A. Standing Orders. The standing order of business for all regular meetings of the Corporate Authorities shall be:
 1. Call to order;
 2. Pledge of allegiance;
 3. Roll call for attendance;

4. Approval of the minutes of the previous meetings;
 5. Approval of warrant;
 6. Village President's Report;
 7. Village Manager's Report;
 8. Special business;
 9. Reports from Trustees;
 10. Consent agenda;
 11. Ordinances and resolutions;
 12. Unfinished business;
 13. New business;
 14. Public comment;
 15. Executive session;
 16. Action on executive session items, if required;
 17. Adjournment.
- B. Procedure. All items of business shall be considered in the order in which they are listed on the agenda, and all orders of business shall be taken up in the standing order. The order of business may be changed, or an item taken up before its place on the agenda at the discretion of the Village President.

2.02.070 - Subjects of orders of business.

The following restrictions shall apply to the orders of business indicated:

- A. Public Comment.
1. For non-agenda items, members of the general public may address the Corporate Authorities with concerns or comments regarding issues that are relevant to Village business. Issues that are not relevant to Village business shall not be allowed and shall not include any disrespectful remarks or comments relating to individuals. All members of the public addressing the Corporate Authorities shall, at all times, maintain proper decorum. All public comment shall be addressed to the Corporate Authorities as a whole, and no comments shall be addressed to individual members of the Corporate Authorities, Village staff or other members of the public. Speakers shall use every attempt to not be repetitive of points that have been made by others. Individual citizens may be allotted up to five minutes as determined by the Village President to present their points unless in the Village President's discretion more time is allotted.
 2. Debate or general discussion by the Corporate Authorities on any matters raised during questions from the audience shall only be as allowed by the Village President. The Corporate Authorities may refer any matter of public comment to the Village Manager, Village staff, or an appropriate agency for review, or may place the matter on a subsequent agenda for discussion.
 3. For agenda items, comments may be made during the agenda item, when recognized by the Village President. Individual citizens may be allotted up to five minutes by the Village President to present their points unless a longer time is approved by the Village President.
- B. Reports from Trustees. Trustee reports shall generally be limited to reporting on committees or commissions or announcements or comments of general community interest. In the event that a Trustee has an issue to present that is not on the agenda, or requests action on a matter, he or she shall do so under New Business subject to the requirements of this Chapter. The Village President can

direct that Trustee matters be heard under New Business. Trustee reports shall be limited to ten minutes unless otherwise approved by the Village President.

- C. New Business. In the event that the Village President or a Trustee brings up a topic or issues for new business, he or she shall be limited to a maximum of five minutes for presentation of the item of new business and to make any motion to put the item on a future agenda. In the event that any such motion is seconded and passed, the item can be placed on a future agenda. Discussion on such a motion to put the issue on a future agenda shall be limited to five minutes for each Trustee desiring to speak. No action shall be taken on any issue that is brought up other than placing it on a future agenda. In the event there is no motion to place the item on a future agenda, any comments by other Trustees on the topic shall be limited to a maximum of five minutes.

2.02.080 - Agenda.

- A. Contents. The agenda for a meeting shall contain all of the items of business to be considered by the Corporate Authorities at such meeting. No final action shall be taken on any item which is not properly on the agenda. The agenda shall contain all items of business under the proper order of business.
- B. Preparation. The agenda shall be prepared under the direction of the Village Manager, and shall include such matters as the Manager or Village President shall determine, matters previously set by the Corporate Authorities for the particular meeting, including matters postponed to such date, and matters requested by at least two Trustees.
- C. Supplemental Agendas. The Manager may, at the Manager's discretion, and shall at the request of the Village President or any two Trustees, issue a supplemental agenda no later than the Friday preceding the regular meeting. Supplemental agendas shall be distributed with all necessary materials to be considered at the meeting.
- D. Distribution of Agendas. As soon as the final agenda is issued for any meeting of the Corporate Authorities, it shall be posted in a public place in the Village Hall, distributed to the members of the Corporate Authorities and to all Village departments, and made available to the public. Copies of the agenda shall also be available to the public at the meeting.
- E. Committee of the whole agendas. All committee of the whole agendas shall be prepared and distributed and shall have the same effect as herein provided for agendas of regular meetings of the Corporate Authorities. Committee of the whole agendas may be issued up to forty-eight hours before the meeting.

2.02.090 - Consent agenda.

A consent agenda shall be prepared under the direction of the Village Manager, and shall include such matters as the Manager shall determine are routine. All items listed on the consent agenda will be enacted by one motion and one vote, which shall be a roll call vote. No separate discussion of any items listed on the consent agenda will occur unless the Village President, a Trustee, or a citizen so requests, in which event the item will be removed from the consent agenda and considered individually after all other items of business on the regular agenda under new business.

2.02.100 - Changes to agenda.

- A. Removal. Any matter included on an agenda may be removed from the agenda by the Corporate Authorities. Such motion shall be in order at any time the item is before the meeting. Removal of an item from the agenda shall not affect its subsequent inclusion on a later agenda.

- B. Additions. Any matter not included on an agenda or a supplemental agenda for a meeting may be added by a majority vote of the Corporate Authorities. Any added matter shall only be for discussion purposes; no final action may be taken by the Corporate Authorities on any matter not on the published agenda.

2.02.110 - Ordinances—Resolutions.

- A. Ordinances. No ordinance shall be considered by the Corporate Authorities until it has been reviewed by the Village Manager and approved as to form by the Village Attorney.
- B. Resolutions. No resolution shall be considered unless it has been reduced to writing and reviewed by the Village Manager and approved as to form by the Village Attorney.
- C. Amendment. Any ordinance, resolution or contract may be amended, or blanks therein filled, upon motion adopted by the Corporate Authorities at any time before final passage.
- D. Reading. No ordinance, resolution or contract need be read at large prior to consideration or action by the Corporate Authorities.

2.02.120 - Ordinances amending the Buffalo Grove Municipal Code.

- A. An ordinance which proposes to amend the text of any existing section of the Buffalo Grove Municipal Code shall set forth the entire existing text of such section, and shall indicate the changes to be made in such section by underscoring new text to be added thereto, and by lining through an existing text to be deleted or repealed by the amendatory ordinance.
- B. Whenever an entirely new section is to be added to the Buffalo Grove Municipal Code, the amendatory ordinance so proposing may indicate such intent by bracketing the entire text of the proposed section, in lieu of underlining its text.
- C. Whenever an ordinance proposes to repeal an entire section of the Buffalo Grove Municipal Code, or to re-section an existing section with another section number, the amendatory ordinance so proposing need not reproduce the text of such section nor show such text as deleted.
- D. In any ordinance amending the Buffalo Grove Municipal Code, if any existing text of any existing section being amended therein is not set out, and is not shown in the amendatory ordinance as being deleted or repealed, then such omitted text shall remain as part of the Buffalo Grove Municipal Code the same as if such amendatory ordinance had not been passed.
- E. The requirements of this section shall not apply to any ordinance which contains entirely new matter, and which does not by its terms amend, add to, or repeal provisions of the Buffalo Grove Municipal Code.
- F. Ordinances of the Village of Buffalo Grove shall be construed in accordance with the drafting requirements imposed by this section. Failure of any ordinance hereafter to comply with the requirements of this section shall not invalidate such ordinance.

2.02.130 - Minutes.

- A. Procedure—Clerk. The Village Clerk shall keep draft minutes of all official meetings of the Corporate Authorities, which shall be reduced to writing and submitted to the next regular meeting for correction and approval. Unless directed by the Corporate Authorities, the minutes shall not be read prior to adoption. Any person may rise to point out errors or omissions in the draft, and additions and corrections shall be made prior to adoption upon motion by any Trustee or at the request of the Clerk. The minutes as approved shall constitute the official journal of the proceedings of the Corporate Authorities.

- B. Contents. The minutes shall include all motions made and all actions taken by the Corporate Authorities, including the maker and seconder, and shall indicate all matters taken up, even when no action is taken. All roll call votes shall be recorded, and voice votes so indicated. All persons presenting matters or speaking to any item shall be indicated. All rulings shall be noted. Summaries of points made and discussions shall be included at the direction of the Corporate Authorities. Any member of the Corporate Authorities may dissent from any action taken and have the reasons therefor included in the minutes.
- C. Subsequent Additions and Corrections. If any errors or omissions are discovered in minutes previously approved, such minutes may be corrected by a written correction thereto adopted by a majority of the Corporate Authorities. The Clerk shall distribute to the members of the Corporate Authorities a statement of the correction and the reason therefor. It shall not be necessary to reconsider the approval of the minutes previously adopted. However, no minutes shall be corrected so as to indicate a change in the result of any vote on any ordinance, budget or expenditure item, or contract approval, from the result announced by the Village President at the meeting.

2.02.140 - Debate and discussion.

- A. Discussion. All items of business on the agenda of a meeting shall be open for discussion and debate by the Corporate Authorities upon being called by the Village President. Upon the sole discretion of the Village President, the Village President may call upon Village staff to discuss, debate, or provide information relating to any and all items of business on the meetings agenda.
- B. Previous Question. Whenever a motion is pending, debate shall be closed by the Village President when the issue is exhausted or the points raised become repetitious or dilatory. Any Trustee may move the previous question at any time and, if carried by a two-thirds vote, such motion shall terminate all discussion and debate. A motion to move the previous question is not debatable.
- C. No person shall speak unless recognized by the Village President. All discussion and debate shall be courteous, respectful, and to the point. Remarks shall be addressed to the Village President.

2.02.150 - Motions to table, defer, or remove from agenda.

- A. Tabling. A motion to table shall dispose of an item of business, which shall not again be considered until the item is removed from the table. Tabling of a specific proposal shall not, however, preclude future consideration of a similar, but substantively different, proposal as a different item. Tabling of a subject matter shall bar the entire subject from any future consideration until removed from the table by action of the Corporate Authorities.
- B. Removing from Table. No matter may be removed from the table except upon motion adopted by a majority vote of the Corporate Authorities. No matter which is not on the agenda of a meeting may be removed from the table except by motion adopted by a majority vote of the Corporate Authorities then present. No matter previously tabled may be added to the agenda during the same meeting it is to be considered for passage or adoption.
- C. Defer. A motion to defer consideration shall defer all consideration of an item until a later time, date or the occurrence of an event.
- D. Remove. A motion to remove from agenda shall terminate all consideration of the item at the meeting, and shall not direct or imply any direction with regard to consideration at any future meeting.

2.02.160 - Practice—Generally.

- A. Motions. No motion shall be put to a vote unless it is seconded. Neither the maker nor seconder of a motion shall be required to vote in favor of the motion.
- B. Withdrawal of Motions—Seconds. The maker of a motion may withdraw it any time before the commencement of the vote, without the approval of the seconder. The seconder may thereupon renew the motion and seek a new seconder; if the seconder does not renew the motion, any other Trustee may then do so. A seconder of a motion may withdraw their second at any time before the commencement of the vote.
- C. Amendment of Motions. The maker of a motion may amend their motion, with the concurrence of the seconder, at any time prior to the commencement of the vote.
- D. Motions to Amend and to Fill Blanks.
 - 1. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be entertained.
 - 2. An amendment modifying the intention of a proposition shall be in order; but an amendment not germane to the subject of the pending proposition shall not be in order.
 - 3. On an amendment to "strike out and insert," the paragraph to be amended shall first be read as it stands, then the words proposed to be stricken out, then those to be inserted, and finally the paragraph as it will stand if so amended shall be read.
- E. Division of Questions. A question which is divisible shall be divided upon a motion to divide adopted by the Corporate Authorities, and not otherwise. A question shall be divisible only if it contains more than one distinct proposition, and only if all of the divided propositions are each capable of complete and independent adoption or passage. However, no ordinance shall be divisible.
- F. Motion to Substitute. A substitute for any original proposition under debate or for any pending amendment to such proposition may be entertained by motion. If accepted by the Corporate Authorities by majority vote, the substitute motion shall entirely supersede such original proposition or amendment, as the case may be.
- G. Reconsideration.
 - 1. A vote or question may be reconsidered at any time during the same meeting, or at the first regular meeting held thereafter. A vote or question may be reconsidered or a matter rescinded at a special meeting held prior to the next regular meeting but only if there are present at such special meeting as many members of the Corporate Authorities as were present when the original vote was taken. Where a motion to reconsider is made at the same meeting as the passage of the original motion it may be postponed to a later date certain.
 - 2. A motion for reconsideration having been made and decided in the negative or tabled shall not be renewed, nor shall a motion to reconsider be reconsidered.
 - 3. A motion to reconsider must be made by a Trustee who voted on the prevailing side of the question to be reconsidered. Any Trustee may second a motion to reconsider. Any vote upon a motion to reconsider shall be by roll call vote.
- H. Rescinding and Repeal. No resolution or other written proposition shall be subsequently rescinded except by adoption of a written resolution or other written proposition. No ordinance or provision of an ordinance shall be repealed except by a subsequent ordinance which expressly and specifically affects such repeal. No ordinance shall be construed to repeal any previous ordinance by implication, notwithstanding any inconsistency or conflict between them; in such cases, the subsequent ordinance shall supersede the prior ordinance and shall govern those situations to which it is applicable to the

extent of such conflict or inconsistency, and the prior ordinance provisions shall remain applicable to all other situations, circumstances and applications as to which it has not been superseded.

2.02.170 - Voting procedure.

- A. Roll Call Votes. A roll call vote by ayes and nays shall be taken on any motion:
 1. To pass ordinances, approve contracts, authorize expenditures, adopt or amend the budget, or waive competitive bidding;
 2. Which any majority greater than a simple majority of the members of the Corporate Authorities present is required;
 3. Required by State law to be by record vote;
 4. To reconsider a roll call vote or to pass, adopt or approve any ordinance, resolution or motion over the veto of the president;
 5. To appeal the ruling of the chair;
 6. At the request of any member of the Corporate Authorities.
- B. Putting the Question. The Village President shall put the question on all votes. The question shall not be restated or read by the Clerk unless directed by the Village President or requested by a Trustee.
- C. Voting. Each Trustee shall vote in the order of their seniority on the Village Board. The Village President, when authorized to vote, shall always vote last. When the Clerk calls on a member to vote, the member of the Corporate Authorities may take one minute to explain their reasons. Any Trustee may change their vote until the Clerk announces the tally, which shall be announced as soon as the tally is complete unless a member is recognized to change their vote. Every Trustee shall vote aye or nay on every roll call, and shall not abstain unless they declare a conflict of interest, as defined under State law or the Village ordinances. A Trustee who does not vote, or who requests an abstention without announcing a de jure conflict of interest, or who votes "pass" or "present" shall be recorded, at the conclusion of the roll call, voting with the majority on the particular question.
- D. Effect of Not Voting. Except for instances of de jure conflicts of interest, and except for a motion to appeal the ruling of the Village President, failure or refusal to vote by a Trustee in attendance shall constitute concurrence in the vote of the majority who did vote on the question involved.
- E. The passage of any resolution or motion: (1) not creating any liability against the Village; or (2) not for the expenditure or appropriation of its money; or (3) any other matter not required by statute or by Village ordinance to receive any particular vote shall require the concurrence of a majority of all members of the Corporate Authorities present. The Village President shall not vote on any such resolution or motion except the following: (a) where the vote of the Trustees has resulted in a tie; or (b) where one-half of the Trustees present have voted in favor of the resolution or motion even though there is no tie vote.
- F. The Village President shall announce the result of every vote, whereupon no further discussion, debate, or explanation of votes shall be in order on the question voted, except on a motion to reconsider, made and seconded.

2.02.180 - General rules and decorum.

- A. The Village President shall decide all questions of order, and in all cases where these rules are not applicable, the Corporate Authorities shall be governed by parliamentary law as set forth in Robert's Rules of Order Newly Revised, latest edition.
- B. Trustees discussing a question or item shall address the Village President, and no Trustee shall proceed with his or her remarks until recognized and named by the Village President. He or she shall

confine themselves to the questions under debate avoiding personalities and refrain from impugning the motives of any other member's argument or vote.

- C. The Village President may designate the maximum amount of time which may be devoted to the debate or discussion on any matter of business appearing on the agenda or any item that is raised by a Trustee or by staff or by any other person coming before the Board unless otherwise specifically set forth herein. Before discussion may continue beyond the designated time a majority of the Trustees present must first agree to continue the debate for a specific additional amount of time. A motion to continue the debate shall be non-debatable.
- D. The Village President shall maintain order and decorum at all times during meetings of the Corporate Authorities. The Village President shall call to order any Trustee who transgresses these rules, and shall admonish all other persons who do not abide by these rules or the Village ordinances.
- E. No person shall interrupt the person who has the floor, except the Village President.
- F. No member shall speak more than twice on any agenda item that was on the published agenda, unless the Village President permits additional comments for an amount of time determined by the Village President. No member shall speak longer than ten minutes at any one time, and not again until every other member desiring to speak shall have had an opportunity to do so.
- G. While a member is speaking, no member shall disturb the meeting or hamper the transaction of business. Members shall refrain from openly sending or receiving text messages during the meeting. Member's cell phones and similar devices shall be kept on "silent" and off the dais so as to not be distracting to either the public or the Corporate Authorities.
- H. A member when called to order by the Village President shall thereupon discontinue speaking and the order or ruling of the Village President shall be binding and conclusive, subject only to the right of appeal. Any member may appeal to the Board of Trustees from a ruling of the Village President pursuant to Section 2.02.200.
- I. Any member acting or appearing in a lewd or disgraceful manner, or who uses abusive, disrespectful or disgraceful, obscene or insulting language to or about any member of the Board of Trustees or a member of staff, or who does not obey the order of the Village President, or persists in disorderly, disruptive conduct shall be, on motion, censured by a majority vote of the members present. Any member who interferes with the orderly conduct of the meeting or who persists in disorderly, disruptive conduct may be expelled from the meeting by a two-thirds vote of all members elected.
- J. The Village President shall eject from the meeting any person, other than an elected official, who interferes with the orderly conduct of the meeting or who persists in disorderly, disruptive conduct and may call on any officer of the police department for assistance.
- K. Meetings of the Corporate Authorities may be sound recorded, photographed, filmed or televised by representatives of any news medium, as defined in Section 8-902 of the Illinois Code of Civil Procedure (735 ILCS 5/8-902), as now or hereafter amended, or as may otherwise be authorized under the Illinois Open Meetings Act.
 - 1. No flashbulbs, flood lights or similar lighting may be used during meetings of the Corporate Authorities without the approval of the Village President. No person may disrupt a meeting or interfere with the orderly communication among or the unobstructed vision of the participants in the meeting, or of the general public in attendance.
 - 2. Photographic and television equipment may be restricted by the Village President to designated areas of the room in which a meeting is being conducted, but such area must have a clear view of the proceedings.

3. No person shall take photographs or make other visual recordings of any meeting until he or she has informed the Village President of such intent.
- L. Whenever the Corporate Authorities sits as a tribunal or conducts a hearing at which witnesses are to testify, and a witness asserts the right under state or federal law to refuse to testify if the proceedings are to be broadcast, televised or photographed, the Village President shall direct that all such photographing, broadcasting and televising cease during the testimony of the witness, and the Village President shall enforce such order by all lawful means.
- M. When preparing for any meeting of the Corporate Authorities, members should, to the greatest extent possible, direct questions ahead of time to the Village Manager, or designee, so that staff can provide the desired information at the Corporate Authorities meeting.

2.02.190 - Appeals.

Any Trustee may appeal from a ruling of the Village President. If the appeal is seconded, only the Trustee moving the appeal may speak to the motion, but the Village President may explain his ruling. Otherwise there shall be no discussion or debate. The Village President shall put the question: "Shall the decision of the Chair be sustained?" If a majority of the members present vote "no," the decision of the Chair shall be overruled; otherwise, it shall be sustained.

2.02.200 - Suspension of rules.

The rules of order of the Corporate Authorities may be suspended by motion adopted by a two-thirds vote of the Corporate Authorities then holding office, except that any suspension of a rule or procedure requiring a greater vote shall require that same vote. However, no requirement or procedure imposed by any State law which is a limitation on municipal home rule units may be suspended. Any such motion must specify the matters to which the suspension applies. No suspension of the rules of procedure shall extend beyond the meeting at which the motion is made.

2.02.210 - Rules of order.

The rules of order of the Corporate Authorities of the Village of Buffalo Grove shall consist of the provisions of this Chapter and, except where inconsistent or in conflict with this Chapter or with Illinois law, the provisions of Robert's Rules of Order Newly Revised, latest edition, to the extent otherwise applicable.

2.02.220 - Electronic attendance at meetings.

The following are the rules relating to the electronic attendance at meetings by corporate authorities:

- A. **Electronic Attendance at Meetings Rules.** The Village of Buffalo Grove hereby adopts the following rules for electronic attendance at meetings, that permit a member of the public body to attend any meeting of a public body as defined in the Open Meetings Act via electronic means. Any member of the Corporate Authorities may attend any open or closed meeting of the Village of Buffalo Grove via electronic means, such as by telephone, video or internet connection, provided that such attendance is in compliance with these rules and applicable laws. The word "meeting" as used in the Code shall mean and be the same as it is defined in the Illinois Open Meetings Act, and as may be thereafter amended.
- B. **Prerequisites.** A member of the Corporate Authorities of the Village of Buffalo Grove may attend a meeting electronically if the member meets the following conditions:

1. A quorum is physically present throughout the meeting; and, a majority of the members present votes to approve the electronic attendance at the meeting.
 2. The member should notify the recording secretary or Village Clerk at least one day before the meeting, unless impractical, in which case as soon as practical, so that necessary communications equipment can be arranged. Inability to make the necessary technical arrangements will result in denial of a request for electronic attendance.
 3. The member must assert one of the following three reasons why he or she is unable to physically attend the meeting:
 - a. The member cannot attend because of personal illness or disability; or
 - b. The member cannot attend because of his or her employment purposes or because of the business of the Village of Buffalo Grove; or
 - c. The member cannot attend because of a family or other emergency.
 4. The recording secretary or Village Clerk, after receiving the electronic attendance request, shall inform the other Corporate Authorities of the request for electronic attendance.
- C. Voting Procedures. After a roll call establishing that a quorum is physically present, the presiding officer shall call for a motion that a member may be permitted to attend the meeting electronically after specifying the reason entitling the absent member to attend electronically. The motion must be approved by a vote of a majority of the members present.
- D. Adequate Equipment Required. The member participating electronically and the other members of the Corporate Authorities must be able to communicate effectively, and members of the audience must be able to hear all communications at the meeting site. Before allowing electronic attendance at any meeting, the Corporate Authorities shall provide equipment adequate to accomplish this objective at the meeting site.
- E. Minutes. Any member attending electronically shall be considered an off-site attendee and counted as present electronically for that meeting. The meeting minutes shall also reflect and state specifically whether each member is physically present or present by electronic means.
- F. Rights of Remote Member. A member permitted to attend electronically will be able to express his or her comments during the meeting and participate in the same capacity as those members physically present, subject to all general meeting guidelines and procedures previously adopted and adhered to, including both open and closed meetings, except that a member may attend a closed meeting via an internet connection or landline telephone connection, but not by cellular phone. The member attending electronically shall be heard, considered, and counted as to any vote taken. Accordingly, the name of any member attending electronically shall be called during any vote taken, and the member's vote counted and recorded by the Village Clerk and placed in the minutes for the corresponding meeting. A member attending electronically may leave a meeting and return as in the case of any member, provided the member attending electronically shall announce upon leaving and returning. A member attending electronically at a meeting shall be paid per the Village Code as if the member had physically attended said meeting.
- G. These requirements are in addition to those contained in Public Act 101-0640.

Chapter 2.03 - PROCEDURES FOR APPOINTED COMMISSIONS AND COMMITTEES

2.03.010 - Application.

Except as otherwise set forth in this Code, this Chapter shall govern the procedures of all appointed Village commissions, committees and boards.

2.03.020 - Robert's Rules of Order.

- A. Except as set forth in subsection B of this section, Robert's Rules of Order shall govern the deliberations of all commissions, committees and boards of the Village.
- B. Where the concurrence of a majority is required for passage, a vote of "pass," "present" or "abstain" constitutes an acquiescence or concurrence with the members of the majority who did vote on the question involved.

2.03.030 - Appointment of members.

- A. Members of Village commissions, committees and boards shall be appointed by the Village President by and with the advice and consent of the Board of Trustees.
- B. Appointments shall be for a one-, two-, or three-year term to run from May 1st to the appropriate April 30th. An appointment hereunder shall not exceed the full term to which the Village President was elected.

2.03.040 - Chairperson and Vice Chairperson.

- A. The Village President, by and with the advice and consent of the Board of Trustees, shall appoint one of the members of each commission, committee or board of the Village as Chairperson and one of the members as Vice Chairperson.
- B. The Chairperson, Vice Chairperson or temporary Chairperson of each Village commission, committee or board shall have the power to administer oaths.
- C. The Chairperson shall make arrangements for selection of a secretary for the keeping of minutes.

2.03.050 - Compensation.

All appointed members of committees, commissions and boards of the Village shall serve without compensation.

2.03.060 - Residency.

Except as otherwise provided in this Code, members of Village commissions, committees and boards shall be residents of the Village, but are not required to be residents of the Village for any specific length of time prior to their appointment.

2.03.070 - Meetings.

Commissions, committees and boards of the Village shall meet:

- A. As set forth in the applicable Chapter of this Code
- B. At the call of the Chairperson; or
- C. At such other times as a majority of the commission, committee or board shall determine.

2.03.080 - Quorum and voting.

- A. A majority of the voting members holding office, inclusive of the Chairperson and Vice Chairperson, of any Village commission, committee or board shall constitute a quorum.
- B. Each member, including Chairperson and Vice Chairperson of each commission, committee or board of the Village is entitled to one vote. A majority of those members voting will prevail.

2.03.090 - Minutes.

Minutes shall be kept of all commission, committee and board proceedings and a copy thereof shall be kept on file with the Village Clerk.

2.03.100 - Police Pension Board and Firefighters Pension Board.

Notwithstanding any other section in this Chapter, the Village's Police Pension Board and Firefighters Pension Board shall be constituted and governed by state statute. Where the state statute does not preempt the Village this Chapter shall be applicable.

Chapter 2.04 - COMPENSATION FOR ELECTED OFFICERS

2.04.010 - President—Trustees.

The following officers shall receive the salary set forth in this section:

- A. The President shall receive such compensation as the Board of Trustees shall fix from time to time by ordinance or resolution.
- B. Trustees shall receive such compensation as the Board of Trustees shall fix from time to time by ordinance or resolution.
- C. Salaries shall be payable in twelve equal monthly payments.

2.04.020 - Village Clerk.

The Village Clerk shall receive such compensation as the Board of Trustees shall fix from time to time by ordinance or resolution.

Chapter 2.05 - VILLAGE PRESIDENT EMERGENCY POWERS

2.05.010 - Definitions.

The following words and phrases shall be construed as defined in this section:

- A. "State of emergency" means:
 1. Any natural disaster or Human-made calamity, including flood, conflagration, cyclone, tornado, earthquake or explosion, within the corporate limits of the Village resulting in the death or injury of persons or the destruction of property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare; or
 2. A riot or unlawful assembly characterized by the use of actual force or violence or any threat to use force if accompanied by immediate power to execute by three or more persons acting together without authority of law, and such riot or unlawful assembly may result in the death or injury of persons or the destruction of property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare.
- B. "Curfew" means a prohibition against any person or persons walking, running, loitering, standing or motoring upon any alley, street, highway, public property or vacant premises within the corporate limits of the Village, except officials of any governmental unit and persons officially designated to duty with reference to a state of emergency duly declared by executive order hereunder.

2.05.020 - State of emergency—Executive order—Contents.

- A. Whenever a state of emergency as defined in Section 2.05.010 exists, the Village Manager or his/her designee shall report the circumstances thereof to the Village President. The report shall include the nature of the emergency, the geographic area or areas involved, and the specific remedies requested under the provisions of Section 2.05.030.
- B. The Village President may declare a state of emergency by means of a written executive order containing a statement signed by the Village President, under oath, finding that one of the conditions have been met for the determination of a state of emergency, setting forth facts to substantiate such findings, describing the nature of the emergency, and declaring that a state of emergency exists. Such

statement shall be filed with the Village Clerk as soon as practicable. The Village President may exercise the extraordinary power and authority herein granted when such a state of emergency exists but not until after the signing, under oath, of the foregoing executive order.

2.05.030 - State of emergency—Powers authorized.

After declaring a state of emergency, the Village President may:

- A. Order a general curfew applicable to such geographical areas of the Village or to the Village as a whole, as the Village President deems reasonably necessary to respond to the emergency, and applicable during such hours of the day or night as the Village President deems necessary in the interests of the public safety and welfare;
- B. Prohibit the sale of any firearm of any size or description and the sale of any ammunition, explosive or other destructive device;
- C. Prohibit the intentional possession in public view of any firearm by any person except a duly authorized law enforcement officer or military person active in the official performance of their duty;
- D. Order the establishment of curfews, including vehicle movement except fire, police, hospital services, utility vehicles and physicians on emergency cases;
- E. Prohibit the sale or distribution of alcoholic beverages, with or without payment, or the possession of any portable container containing any alcoholic beverage by any person in a public place;
- F. Order the closing of places of public assemblage;
- G. Prohibit the sale or transfer or possession of gasoline or other combustion liquid except for delivery directly into the tank of a motor vehicle, boat or other combustion-propelled vehicle;
- H. Prohibit the possession in a public place of any portable container containing liquid;
- I. Issue such other orders as are imminently necessary for the protection of life and property.

2.05.040 - State of emergency—Declaration—Effective date.

- A. A declaration of a state of emergency shall expire not later than the adjournment of the first regular meeting of the Corporate Authorities after the state of emergency is declared, unless sooner terminated by proclamation of the Village President indicating that the state of emergency no longer exists, however, the Corporate Authorities may extend or terminate a state of emergency at a regular or special meeting.
- B. The Village President shall have the power to declare, by executive order, the existence of a state of emergency at the end of the period covered by a previous executive order, if a state of emergency continues to exist, upon a new compliance with all of the requirements herein.

2.05.050 - Notification of media.

Upon issuance of executive order as herein authorized, the Chief of Police shall notify the news media, situated within the Village, and shall cause two copies of the executive order declaring the existence of the emergency to be posted at the municipal building and the Police Department.

2.05.060 - Violation—Penalty.

Any person violating any portion of this Chapter shall be punished according to the provision of Chapter 1.08.

Chapter 2.06 – OFFICERS BONDS

2.06.010 - Amounts designated.

Before entering upon the duties as president, the Village President shall execute a bond in the amount of three thousand dollars, conditioned upon the faithful performance of the duties of the office. Before entering upon the duties as clerk, the Village Clerk shall execute a bond in the amount of three thousand dollars, conditioned upon the faithful performance of the duties of the office. Before entering upon the duties as treasurer, the Village Treasurer shall execute a bond in the amount of three times the latest Federal Census population, conditioned upon the faithful performance of the duties.

Chapter 2.08 - VILLAGE MANAGER

2.08.010 - Office created.

The office of Village Manager is created.

2.08.020 - Appointment—Term.

The Village Manager shall be appointed by the President by and with the advice and consent of the Board of Trustees for an indefinite term. The Village Manager shall be chosen on the basis of executive and administrative qualifications with special reference to actual experience in or knowledge of accepted practice in respect to the duties of the office set forth in this Chapter.

2.08.030 - Removal from office.

The Village Manager may be removed from office at any time by a five-sevenths vote of the Corporate Authorities then holding office.

2.08.040 - Duties.

The Village Manager shall be the chief administrative officer of the Village and shall be responsible to the Corporate Authorities for the proper administration of the affairs of the Village. The power and duties of the Village Manager shall be to:

- A. Enforce all laws and ordinances of the Village;
- B. Attend all meetings of the Corporate Authorities. The Village Manager shall have the right to take part in the discussion of all matters coming before the Corporate Authorities, but shall have no right to vote. The Village Manager shall be entitled to notice of all special and regular meetings of the Corporate Authorities;
- C. Recommend to the Corporate Authorities adoption of such measures as may be necessary or expedient;
- D. Appoint, suspend, discipline, or remove all employees of the Village, except those employees under the authority of the Police and Fire Commission. Such appointments, suspensions or removals shall be based upon the merit and fitness of such employee, without regard to political belief or affiliation. The Village Manager may authorize the head of a department or office to appoint, suspend, discipline, or remove subordinates in such department or office;
- E. Exercise control of all departments and divisions thereof now in existence, or that may hereafter be;
- F. Make recommendations to the Corporate Authorities concerning compensation for each appointive office and position in the Village service, including minimum, intermediate and maximum rates;
- G. Recommend to the Corporate Authorities the creating, consolidating, combining and eliminating of office, positions and departments of the Village;

- H. Investigate all complaints in relation to matters concerning the administration of the government of the Village and services maintained by the public utilities in the Village and see that all franchises, permits and privileges granted by the Village are faithfully observed;
- I. The Village Manager is authorized to purchase all materials, supplies, equipment, personal services and execute contracts necessary for running the Village for which funds are provided in the budget. The Village Manager may issue rules and regulations governing requisitions and the transaction of the business by the Chief Procurement Officer and the heads of departments, officers and employees of the Village.
For any purchase which will exceed fifty thousand dollars, which is not to be paid for in whole or in part by a special assessment or special tax, the Village Manager shall be required to obtain bids and such bids shall be presented to the Corporate Authorities for approval or rejection. Bids may be obtained by the Village Manager or designee pursuant to the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01). The Village Manager shall make recommendations to the Corporate Authorities with respect to all bids. If authorized by a vote of two-thirds of all the Trustees then holding office, the bid requirements may be waived.
 - 1. Commodities. The Village Manager or designee may purchase fuel, natural gas, and electrical services on a recurring basis without the formal solicitation of bids
 - 2. Professional Services. The Village Manager may execute agreements for binding insurance coverage and professional services without the formal solicitation of bids. The nature of such Professional Services may include, but is not limited to, accounting, auditing, financial, recruitment, employment, marketing, procurement, public relations, information technology, legal, land survey, architectural and engineering services
 - 3. Emergency Procurements. The Village Manager or designee may, without prior consent of the Corporate Authorities, award contracts and make purchases for the purpose of meeting the emergency; but shall promptly file with the Corporate Authorities a report of such emergency and the necessity of such action, together with an itemized account of all such expenditures.
- J. Approve a change order to a public contract for an increase or decrease in an approved public contract amount not to exceed ten percent or ten thousand dollars, whichever is less or the time of completion by not more than ninety days by determining in writing that:
 - 1. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or
 - 2. The change is germane to the original contract as signed, or
 - 3. The change order is in the best interest of the Village.
- K. Prepare a budget report indicating the funds necessary to defray the estimated expenses of the Village for the fiscal year; prepare the annual budget in time for consideration and enactment by the Corporate Authorities as required by statute; and prepare the annual tax levy;
- L. Submit to the Corporate Authorities, in accordance with state statute, following the end of the fiscal year, a complete report on the finances and administrative activities of the Village for the fiscal year;
- M. Publish on a regular basis information showing the exact financial condition of the Village as of the end of the preceding month and showing amounts expended and unexpended balances for each department in accordance with the annual budget;
- N. Keep a current inventory of all real and personal property of the Village, with an initial value in excess of \$10,000, and the location of such property. The Village Manager shall be responsible for the care

and custody of all Village properties which are not by statute or ordinance assigned to some other officer or body for care and control;

- O. Appoint to all boards, commissions and committees a staff individual to act as a liaison and resource person, if necessary;
- P. Perform such other lawful duties as may be directed by motion, resolution or ordinance of the Corporate Authorities.
- Q. When more than twenty-one days elapses between regularly scheduled Board meetings and in concurrence with the recommendation of the Village Treasurer, approve interim warrants of expenditures as appropriate and in accordance with the Prompt Payment Act. Each interim warrant approved by the Village Manager shall be presented to the Corporate Authorities for ratifications at the next regularly scheduled Village Board meeting.
- R. The Village Manager shall establish and administer policies and procedures pursuant to Chapter 2.52 for purposes of determining whether an employee subject to the Public Safety Employee Benefits Act (820 ILCS 320/1 et. seq.) is eligible to receive benefits pursuant to the Act.
- S. Settlement of Litigation. In the event there is litigation or potential litigation involving the Village of Buffalo Grove, including, but not limited to separation payments, and workers compensation claims, the Village Manager is expressly authorized to act as the settlement authority on behalf of the Village under the following limitations:
 - 1. Settlements of twenty-five thousand dollars or less - Authorized by the Village Manager.
 - 2. Settlements between twenty-five thousand and one dollars and fifty thousand dollars - Village Manager shall advise the Corporate Authorities of the proposed settlement and afford the Corporate Authorities the opportunity to discuss the matter at the first regularly scheduled Village Board Meeting following such notice. Should the Corporate Authorities not elect to discuss the matter and provide other direction, then the Manager shall be authorized to settle.
 - 3. Settlements over fifty thousand and one dollars - Require Corporate Authority discussion and formal action.

As it relates to workers compensation claims, the above guidelines are solely for settlement purposes of the claim. Medical related expenses and workers compensation wages are required under law and not subject to the provisions of this Section.

2.08.043 - Appointed Officers

- A. There is created the office of Budget Officer. The Budget Officer shall be appointed by the Village Manager, who may appoint himself or herself, or any other officer or employee of the Village, to fill that office.
 - 1. Bond. Before entering upon the duties of the office of Budget Officer, the Budget Officer shall take an oath of office and shall execute and file with the Village Treasurer a bond with security in the penal sum of ten thousand dollars. The bond shall be payable to the Village, and shall be conditioned upon the faithful performance of the duties of the office of Budget Officer, according to law and the ordinances of the Village. The premiums for such bond shall be paid by the Village.
 - 2. Compensation. The Budget Officer shall serve without compensation.
 - 3. Powers and Duties. The Budget Officer shall have the powers and duties provided for in Sections 8-2-9.2 and 8-2-9.3 of the Illinois Municipal Code and shall be responsible for compiling an annual budget in accordance with Section 8-2-9.3 of the Illinois Municipal Code.
- B. Appointment of the Building Commissioner. The Village Manager shall appoint a Building Commissioner who may appoint a designee. The Building Commissioner or designee shall serve the

duties identified in the Village of Buffalo Grove Municipal Code including those responsibilities as the Building Official, Code Official and Zoning Administrator.

- C. Appointment of the Chief Procurement Officer. The Village Manager shall appoint a Chief Procurement Officer who may appoint a designee. Chief Procurement Officer or designee shall serve the duties identified in the Village of Buffalo Grove Municipal Code and Village of Buffalo Grove Purchasing Policy.

2.08.045 - Authority to execute certain permit applications.

The Village Manager is authorized and directed to execute permit applications on behalf of the Village President and Board of Trustees for construction within Cook County, Lake County, and State of Illinois rights-of-way.

2.08.050 - Compensation.

The Village Manager shall receive such compensation as the Board of Trustees shall fix from time to time by ordinance or resolution.

2.08.060 - Bond.

The Village Manager shall furnish a bond in such amount and with such surety as may be approved by the Corporate Authorities, such bond shall be conditioned on the faithful performance of duties and shall be conditioned to indemnify the Village for any loss by reason of any neglect of duty or any act of the manager. The cost of the bond shall be paid by the Village.

2.08.070 - Vacancy—Temporary appointment.

During the temporary absence or disability of the Village Manager, the Manager shall appoint an acting Village Manager, with all the powers and duties of the office. If the Village Manager is unable to appoint an acting Village Manager, the Corporate Authorities shall appoint an acting Village Manager. Any acting Village Manager may be removed from office by a majority vote of the Corporate Authorities then holding office. If such an appointment is of a person not already under bond to the Village and such person shall be acting as Village Manager for more than thirty consecutive days, such appointee shall furnish a bond in such amount and with such surety as may be approved by the Corporate Authorities. The cost of the bond shall be paid by the Village.

2.08.080 - Vacancy—Manager pro tem.

In case of a vacancy in the office of Village Manager, the President, with the advice and consent of the Board of Trustees, may appoint a Manager pro tem who shall possess the powers and duties of the Manager until such time as a new Village Manager is appointed.

Chapter 2.09 - DEPUTY CLERK

2.09.010 - Office created.

There is created the office of Deputy Clerk.

2.09.020 - Appointment.

The President, by and with the consent of the Board of Trustees, may appoint a Deputy Clerk or clerks.

2.09.030 - Powers—Duties.

A Deputy Clerk shall exercise all of the powers and duties of the Village Clerk, which powers and duties shall be exercised only in the absence of the Village Clerk from his/her office in the municipal building;

provided, that the Village Clerk may delegate such further powers to a Deputy Clerk as the Village Clerk may deem necessary from time to time. When executing any documents, a Deputy Clerk shall sign the name of the Village Clerk followed by the word "by" and the Deputy Clerk's own name and the words "Deputy Clerk." A Deputy Clerk shall at all times be subordinate to and subject to the authority of the Village Clerk.

Chapter 2.12 - FIRE DEPARTMENT

2.12.010 - Creation and composition.

There is established a Fire Department, which shall be under the jurisdiction and control of the Village Manager, which shall consist of a Fire Chief and such other members of the Fire Department as may be from time to time provided for by the Corporate Authorities.

2.12.020 - Appointment.

- A. The head of the Fire Department shall be the Fire Chief. The Fire Chief shall be appointed by the Village Manager for an indefinite period of time. The Fire Chief need not be appointed from the members of the Fire Department, but if appointed from the members of the Fire Department, the appointment need not be from the rank next below the Chief, but may be appointed from among the members of the Fire Department regardless of rank. The Village Manager is authorized to suspend or discharge the Fire Chief in accordance with adopted Village personnel policies and procedures. The Fire Chief is an exempt position in regards to Chapter 2.22 of this Code.
- B. The Fire Chief is authorized to appoint Deputy Chief(s) and Battalion Chief(s) upon the approval of the Village Manager. The Fire Chief is authorized to suspend or discharge any or all persons holding such positions in accordance with adopted Village personnel policies and procedures. Deputy Chief(s) and Battalion Chief(s) are exempt positions in regards to Chapter 2.22 of this Code.
- C. In the event any of the persons holding the position of Fire Chief, Deputy Chief or Battalion Chief is discharged from such position, such person or persons shall revert to their permanent rank, if any, in the Fire Department as established by the Board of Fire and Police Commissioners.
- D. The rank of Lieutenant and Firefighter/Paramedic shall be appointed by the Board of Fire and Police Commissioners of the Village as provided in Chapter 2.22 of this Code and the rules and regulations of the Board of Fire and Police Commissioners. All full-time members of the Department, except Lieutenants, appointed by the Board of Fire and Police Commissioners shall be certified pursuant to the requirements of the state as a licensed EMT-P (paramedic) in the Village's designated mobile intensive care system on the date of employment by the Village. Employees shall attain certification as EMT-Ps (paramedics) in the Village's designated mobile intensive care system within six months following the date of appointment. Failure to attain such certification shall result in dismissal as provided by Section 2.22.040 of this Code. Employees who are promoted to Lieutenant shall maintain paramedic certification during any probationary period. After that period, Lieutenants who wish to decertify as EMT-Ps (paramedic) or EMT-Bs (basic) may do so and will be certified at the level of Lieutenant CPR/First Aid (cardiopulmonary resuscitation/first aid) and will be subject to the pay plan associated with that pay classification.

2.12.040 - Oath of members.

The Fire Chief and all other members of the Fire Department, before entering upon the duties of their office, shall take the oath of office prescribed by the Village.

2.12.050 - Supervision of department.

The Fire Chief shall have the control, subject to the order and direction of the Village Manager, of the Fire Department and all fire and emergency medical service apparatus belonging to the Village. The Fire Chief shall report and be directly responsible to the Village Manager. All members of the Fire Department shall perform such duties as may be required of them by the Fire Chief and the ordinances of the Village.

2.12.060 - Rules and regulations.

All officers and employees of the Fire Department are subject to the rules and regulations of the Fire Department as promulgated by the Fire Chief and the adopted Village personnel policies and procedures. All employees appointed to rank by the Board of Fire and Police Commissioners are also subject to the rules and regulations of the Board of Fire and Police Commissioners. Each member of the Fire Department shall be furnished copies of the rules and regulations. Any employee of the Fire Department appointed to rank by the Board of Fire and Police Commissioners shall be subject to discharge or disciplinary action of the Board of Fire and Police Commissioners, or subject to suspension for a period not to exceed five days by the Fire Chief.

2.12.070 - Removal of property.

The Fire Chief shall have the power to cause the removal of any property, whenever it becomes necessary for the preservation of such property from fire or to prevent the spreading of fire or to protect adjoining property.

2.12.080 - Destruction of buildings.

The Fire Chief, or other officer in command, may direct the firefighter to cut down and remove any building, erection, or fence for the purpose of checking the progress of any fire; and the Fire Chief, or other officer in command, shall have power to blow up or cause to be blown up, with any explosive or other means, any building or structure during the progress of a fire for the purpose of extinguishing or checking same.

2.12.090 - Power of arrest.

The Fire Chief, or any officer designated by the Fire Chief of the Fire Department, shall have the power, during a fire or other emergency incident, to arrest any person suspected of incendiarism, or any person hindering, resisting, or delaying the firefighter or conducting themselves in a noisy or disorderly manner, or refusing to obey such officer while acting in the discharge of duty. Such officers are severally vested with the usual powers and authority of police officers to command all persons to assist them in making any necessary arrests.

2.12.100 - Absence or inability of Fire Chief.

During the absence or inability of the Fire Chief to act, the next senior officer or member of the department, or such member of the department as may be designated in writing by the Village Manager, shall perform the duties of the Fire Chief.

2.12.200 - Firefighters Pension Fund.

There is created a Firefighters Pension Fund and a Firefighters Pension Board as required by law.

Chapter 2.14 - POLICE DEPARTMENT

2.14.010 - Creation and composition.

There is established a Department of Police, which shall be under the jurisdiction and control of the Village Manager, which shall consist of a Police Chief and such other members of the Police Department as may from time to time be provided for by the Corporate Authorities.

2.14.020 - Appointment.

- A. The head of the Police Department shall be the Chief of Police who shall be appointed by the Village Manager for an indefinite period of time. The Police Chief need not be appointed from the members of the Police Department, but if appointed from the members of the Police Department, the appointment need not be from the rank next below the Chief, but may be appointed from among the members of the Police Department regardless of rank. The Village Manager is authorized to suspend or discharge the Chief of Police in accordance with adopted Village personnel policies and procedures. The Police Chief is an exempt position in regards to Chapter 2.22 of this Code.
- B. The Chief of Police is authorized to appoint Deputy Chief(s) and Commander(s) upon the approval of the Village Manager. The Chief of Police is also authorized to appoint three commanders upon the approval of the Village Manager. The Chief of Police is authorized to suspend or discharge any or all of the officers holding such positions in accordance with adopted Village personnel policies and procedures. The Deputy Police Chief(s) and Commander(s) are exempt positions in regards to Chapter 2.22 of this Code.
- C. In the event any of the persons holding the position of Chief of Police, Deputy Chief or Commander are discharged from such positions, the person or persons shall revert to their permanent rank, if any, in the Police Department as established by the Board of Fire and Police Commissioners.
- D. The rank of sergeant and police officer shall be appointed by the Board of Fire and Police Commissioners as provided in Chapter 2.22 of this Code, and the rules and regulations of the Board of Fire and Police Commissioners.

2.14.030 - Oath of members.

The Police Chief and all sworn members of the Police Department, before entering upon the duties of their office, shall take the oath of office prescribed by the Village.

2.14.040 - Supervision of department.

The Police Chief shall have the control of the Police Department and all police equipment belonging to the Village subject to the order and direction of the Village Manager. The Police Chief shall report and be directly responsible to the Village Manager. All members of the Police Department shall perform such duties as may be required of them by the Police Chief and the ordinances of the Village.

2.14.050 - Absence or inability of Police Chief.

During the absence or inability of the Police Chief to act, the next senior officer of the department or such member of the department as may be designated in writing by the Village Manager shall perform the duties of the Police Chief.

2.14.060 - Police officer powers generally.

Sworn members of the Police Department shall enforce all applicable laws of the United States of America, the State of Illinois and the ordinances of the Village. They shall also perform all such duties as are now or will hereafter be required of them by the ordinance codified in this Chapter or any other ordinance of the

Village or any rules or regulations adopted by the Village pertaining in any manner to the Police Department. Every sworn member of the Department is a conservator of the peace.

2.14.070 - Rules and regulations.

All officers and employees of the Police Department are subject to the rules and regulations of the Police Department as promulgated by the Police Chief and the adopted Village personnel policies and procedures. All officers appointed to rank by the Board of Fire and Police Commissioners are also subject to the rules and regulations of the Board of Fire and Police Commissioners. Each member of the department shall be furnished with copies of said rules and regulations. Any member of the Police Department appointed to rank by the Board of Fire and Police Commissioners shall be subject to discharge or disciplinary action of the Board of Fire and Police Commissioners, or subject to suspension for a period not to exceed five days by the Police Chief.

2.14.080 - Police officers—Active duty—Responsibility when off-duty.

Members of the Police Department shall have regular hours assigned to them for active duty and when not so assigned, they shall be considered off-duty. They shall, however, be held to be subject to duty at all times and although practically relieved from the routine performance of duty, are at all times subject to orders from the proper authorities and to calls from superiors. The fact that they may be technically off-duty shall not relieve them from the responsibility of taking proper police action in any matter coming to their attention at any time. In order to fully execute this responsibility, all Police Officers shall, when practical, carry sidearms and their official police star at all times when in the limits of the Village.

2.14.200 - Police Pension Fund.

There is created a Police Pension Fund and Police Pension Board as required by law.

Chapter 2.18 – HEALTH DEPARTMENT

2.18.010 - Created.

There is created a Health Department which shall consist of a Health Officer, an Environmental Health Practitioner and such other employees as may be assigned to such department from time to time by the Village Manager.

2.18.020 - Health Officer.

The Health Officer shall be a Registered Environmental Health Practitioner as recognized by the State of Illinois or other person duly qualified in an allied specialty, and shall have the powers of a police officer and a conservator of the peace for the purpose of performing the duties of the Health Officer.

2.18.030 - Health Officer—Duties.

The Health Officer shall be responsible for establishing policies within the Department and for the execution and enforcement of all laws, rules and regulations as set forth within this Chapter. The Health Officer shall give the Village Manager and Corporate Authorities information and advice concerning public health and shall perform such other duties as may be assigned by the Village Manager.

2.18.040 - Environmental Health Practitioner.

The Environmental Health Practitioner shall be a legally qualified Environmental Health Practitioner under Illinois State statutes. The Environmental Health Practitioner shall have the powers of a police officer and a conservator of the peace.

2.18.050 - Environmental Health Practitioner—Duties.

The Village Environmental Health Practitioner shall report to and be responsible to the Health Officer. It shall be the duty of the Environmental Health Practitioner to enforce all rules and regulations of the Village and of the Department of Health of the State.

2.18.055 - Exclusive jurisdiction.

The Village confers the exclusive jurisdiction to act in all matters related to and concerning retail food store and food service sanitation upon the Village's Health Department.

2.18.060 - Analysis of food and drink.

It shall be the duty of the Health Department when deemed necessary to arrange for the analysis of any food or drink alleged to be tainted or unwholesome, and to have the drinking water of the Village analyzed whenever requested to do so by the Village Manager.

2.18.070 - Enforcement of provisions relating to sale, delivery or storage of food and drink.

The Environmental Health Practitioner and Health Officer shall enforce all ordinances relating to the sale, delivery or storage of food or drink intended for human consumption, and shall make or cause to be made such tests, analyses and inspections as may be necessary for this purpose.

2.18.080 - Delegation of duties to contracted parties.

The Corporate Authorities may, from time to time, by resolution, contract with any one or more persons, firms, corporations or municipalities for the inspection of food establishments, analysis and inspection of food and drink, or for the performance of any other duties which are imposed on the Environmental Health Practitioner or the Health Department by any provision of the Village ordinances for such compensation and subject to such terms and conditions as the Corporate Authorities may deem desirable.

Chapter 2.22 - BOARD OF POLICE AND FIRE COMMISSIONERS

2.22.010 - Adoption of state code.

Division 2.1 of Act 5 of Article 10, Chapter 65 of the Illinois Compiled Statutes, entitled Board of Fire and Police Commissioners, is adopted by reference, provided that Sections 10-2.1-1, 10-2.1-2, 10-2.1-3, 10-2.1-4, 10-2.1-5, 10-2.1-6(a), 10-2.1-14, 10-2.1-15, 10-2.1-16, 10-2.1-17, 10-2.1-20, 10-2.1-27, and Division 3 of Article 10, and Division 5 of Article 10, both of the Illinois Compiled Statutes are not adopted.

2.22.020 - Members.

The Board of Fire and Police Commissioners shall consist of five members.

2.22.025 - Qualifications—Removal.

- A. The members of the Board of Fire and Police Commissioners ("Board") shall be considered officers of the Village.
- B. No person holding an office in the Village shall be a member of the Board. The acceptance of any such office by a member of the Board shall be treated as a resignation of his/her office as a member of the Board. No person shall be appointed a member of the Board who has been convicted of a felony under Illinois law or a comparable law of any other state of the United States. No person shall be appointed a member of the Board who is related, either by blood or marriage up to the degree of first cousin, to any elected official of the Village.

- C. Members of the Board shall not be subject to removal, except for cause, upon written charges, and after an opportunity to be heard within thirty days in their own defense, before a regular meeting of the Corporate Authorities. A majority vote of the Corporate Authorities shall be required to remove any such member from office.

2.22.030 - Officers—Duties.

- A. A secretary will be chosen by the members of the Board of Fire and Police Commissioners. The secretary shall keep the minutes of proceedings, shall be the custodian of all records pertaining to the business and examinations of the Board of Fire and Police Commissioners.
- B. The Fire and Police Chiefs shall have the right to take part in the examination of applicants and promotional examinations for their respective departments, but shall have no right to vote, except as invited by the Board.

2.22.040 - Appointment of members—Fire and Police Departments.

- A. The Board of Fire and Police Commissioners shall appoint all officers and members of the Fire and Police Departments of the municipality, except those positions exempted by Village ordinance. The sole authority to issue certificates of appointment shall be vested in the Board of Fire and Police Commissioners, and all certificates of appointment issued to any officer or member of the Fire or Police Department shall be signed by the chairperson and secretary, respectively, of the Board of Fire and Police Commissioners upon appointment of such officer or member of the Fire or Police Department by action of the Board of Fire and Police Commissioners.
- B. All original appointments to the Fire Department shall be for a probationary period of twelve months. All original appointments to the Police Department shall be for a probationary period of eighteen months. During the probationary period, an original appointee may be dismissed without a hearing before the Board of Fire and Police Commissioners if the chief of the department determines that the employee has failed to demonstrate the ability and the qualifications necessary to furnish satisfactory service. The chief shall notify the Board of Fire and Police Commissioners in writing of such recommended dismissal, for action by the Board. If an employee is not dismissed during the employee's probationary period, the employee's appointment shall be deemed complete at the end of the period.
- C. All promotional appointments to the Police Department shall be for a probationary period of twelve months. During the probationary period, promotional appointees shall be considered as on furlough from the rank held immediately prior to promotion, and may be reinstated to such rank without a hearing before the Board of Fire and Police Commissioners if the chief determines that the employee has failed to demonstrate the ability and the qualifications necessary to furnish satisfactory service at the higher rank. The chief shall notify the Board of Fire and Police Commissioners in writing of such action. If a promotional appointee is not reinstated in the prior rank during the probationary period, the appointment shall be deemed complete at the end of the period.
- D. All promotional appointments to the Fire Department shall be without a probationary period.
- E. If a member of the department is appointed Chief of Police or Chief of the Fire Department prior to being eligible to retire on pension, the member shall be considered as on furlough from the rank held immediately prior to the appointment as Chief. If the member resigns as Chief or is discharged as Chief prior to attaining eligibility to retire on pension, the member shall revert to and be established in such prior rank and therefore be entitled to all benefits and emoluments of such rank without regard to whether a vacancy then exists in such rank.

- F. All appointments to each department other than that of lowest ranks shall be from the rank next below that to which the appointment is made, except that the Chief of Fire or Police Department may be appointed from among the members of the Fire and Police Departments respectively, regardless of rank, unless the Village Board of Trustees shall have by ordinance otherwise provided.
- G. Any full-time member of the Fire or Police Department who comes under the provisions of this chapter is a Village Officer but is exempt from any residency requirements except as shall be set by specific department rules and regulations.

2.22.041 - Exemption from examination and age limits.

All full-time members (to include officers) of a Fire Department or other entity that contracted with the Village to provide fire protection to the Village prior to June 30, 1981, shall become a member of the Village Municipal Fire Department with the rank that they held in such department or entity providing that such rank is available in the Fire Department of the Village, without any type of examination and age limitation.

2.22.042 - Examination of applicants.

All applicants for a position in either the fire or police department shall be under thirty-five years of age, shall be subject to an examination that shall be public, competitive, and open to all applicants and shall be subject to reasonable limitations to health, habits, and moral character. The foregoing age limitation shall not apply to those individuals set forth in 65 Illinois Compiled Statutes 5/10-2.1-6(d). Applicants must be twenty-one years of age at time of application.

2.22.044 - Register of eligibles.

- A. The Board of Fire and Police Commissioners shall prepare and keep a register of persons whose general average standing, upon examination, is not less than the minimum fixed by the rules of the Board, and who are otherwise eligible. The candidates shall take rank upon the register as candidates in order of their relative excellence as determined by examination, without reference to priority of time of examination. Within sixty days after each examination, an eligibility list shall be posted by the Board, which shall show the final grades of the candidates without reference to priority of time of examination and subject to claim for military credit. Candidates who are eligible for military credit shall make a claim in writing within ten days after the posting of the eligibility register or such claim shall be deemed waived. Appointment shall be subject to final professional examinations.
- B. If a person is placed on an eligibility list and becomes overage before he/she is appointed to the Police or Fire Department, the person remains eligible for appointment until the list is abolished pursuant to authorized procedures.
- C. Names of candidates for original appointment will be removed from the entry eligibility list after having been on the list for more than two years.

2.22.045 - Police officer lateral entry program.

In lieu of the procedure set forth in Sections 2.22.044 and 2.22.060 the Board of Fire and Police Commissioners may provide for a police officer lateral entry program, which program shall comply with the other requirements of this chapter and the rules and regulations of the Board.

2.22.050 - Rules and publications.

- A. The Board shall make rules to carry out the purpose of this chapter and for appointments and removals in accordance with the provisions of this chapter. The Board from time to time may make changes in these rules.
- B. All rules and changes therein shall be printed immediately for distribution. The Board shall give notice of the places where the printed rules may be obtained and of the date not less than ten days subsequent to the time of publication when the rules and changes therein shall go into effect. This notice shall be published on the Village's website.
- C. These rules of the Board shall apply to the conduct of examinations for original appointments, for promotions as defined, and to the conduct of hearings on charges brought against a member of the Fire or Police Department. No such rules shall be made by the Board to govern the operation of the Fire or Police Department, or the conduct of its members.

2.22.060 - Preference.

- A. Applicants for original appointment who have qualified by passing all preliminary examinations may submit proof of eligibility for preference points as designated by the Board for the testing cycle. The Board may choose to award preference points for educational achievement and specified certifications. Preference point values and qualification as determined by the Board will be announced for each testing cycle, and granted in accordance with adopted state code. Applicants for original appointment may also elect to use Veteran preference points; at a point value determined by the Board and announced for each testing cycle, and granted in accordance adopted state code. However, no person will be eligible for employment in the Police Department if such person was convicted by court-martial of disobedience of orders if such disobedience consisted of the refusal to perform military service on the grounds of religious or conscientious objection against war.
- B. Any person eligible for preference under these provisions shall receive, as a result of any examination held for original appointment, all preference points for which evidence of qualification has been furnished and approved. The numerical result thus attained shall be applied by the Board of Fire and Police Commissioners in determining the position of such persons on any eligibility list which has been recommended as the result of any examination for original appointment for purposes of preference in appointment to the Fire or Police Department. No person entitled to preference shall be required to claim such preference before any examination is held under the provisions of this chapter, but such preference shall be given after the posting of the preliminary eligibility list at the request of such person before any appointments are made from the final eligibility list.

2.22.070 - Promotions.

The Board, by its rules, shall provide for promotion in the Fire and Police Departments on the basis of ascertained merit and seniority in service and examination. All examinations for shall be competitive among such qualified members of the next lower rank as desire to submit themselves to examination having satisfied time of service qualifications as established. All promotions shall be made from the three having the highest rating, and where there are less than three names on the promotional eligible register, as originally posted, or remaining thereon after appointments have been made therefrom, appointments to fill existing vacancies shall be made from those names or name remaining on the promotional register. The Board shall strike off the names of candidates for promotional appointment after they have remained thereon for more than three years, provided there is no vacancy existing which can be filled from the promotional register.

2.22.080 - Removal, discharge and demotion—Retirement.

- A. Except as herein provided, no post-probationary officer or member of the Fire or Police Department, except those exempted by Village ordinance, shall be removed, discharged or demoted except for cause upon written charges and after an opportunity to be heard in their own defense. The Board of Fire and Police Commissioners, by its rules, shall determine whether probable cause exists within ten days of filing of written charges. The Board shall conduct a fair, impartial hearing of the charges to be commenced within thirty days of its determination that probable cause exists, which hearing may be continued from time to time. In the event that charges against any officer of the Fire or Police Department shall be sustained after a hearing by the Board, the Board may discharge or demote the officer and/or may suspend the officer not exceeding thirty days without pay. The Board may suspend any officer or member pending the hearing with or without pay but not to exceed thirty days. If the Board of Fire and Police Commissioners determine that the charges are not sustained, the officer or member shall be reimbursed for all wages withheld if any. In the conduct of this hearing, each participating member of the Board pursuant to the provisions of this chapter shall have the power to administer oaths and affirmations, and the board shall have power to secure by its subpoena both the attendance and testimony of witnesses and the production of books and papers relevant to the hearing.
- B. Nothing in this section shall be construed to prevent the Chief of the Fire or Police Department from suspending without pay any member of the department for a period of not more than five days, but the Chief shall notify the Board in writing of such suspension. Any fire or police officer so suspended may appeal to the Board of Fire and Police Commissioners to review the suspension within five days after the suspension and upon such appeal, the board may sustain the action of the Chief of the department, may reverse it with instructions that the person receive pay for the period involved, or it may suspend the officer for an additional period of not more than thirty days or discharge the person and/or demote the person, depending on the facts presented.
- C. The age for retirement of fire and police officers will be sixty-five years unless the Board of Trustees shall by ordinance provide for an early retirement at an age of not less than sixty years.

Chapter 2.24 - HEALTH COMMISSION

2.24.010 - Creation.

There is created a Health Commission for the Village.

2.24.020 - Membership.

The Health Commission shall consist of a minimum of five but no more than seven individuals. A majority of the Health Commission members shall be Village residents. Preference for membership shall be given to individuals as follows:

- A. Buffalo Grove residents as set forth in Section 2.03.060, except as otherwise provided in this Code.
- B. An individual employed within the Village.
- C. Individuals that have an identified expertise or special consideration as recommended by the Health Commission notwithstanding they are not residents of the Village.

All appointments shall be subject to approval of the Corporate Authorities.

2.24.030 - Meetings.

The Board shall meet not less than four times a year.

2.24.040 - Duties.

- A. The Health Commission shall have general supervision of the interests of the health of the people of the Village. The Health Commission shall cooperate with and assist the Department of Health of the state and its duly constituted officers and representatives in enforcing the rules and regulations for control of communicable diseases promulgated by the Department, and such other rules and regulations of the state and counties and Village as may be related to the sanitation and health of the Village. The Health Commission of the Village shall have authority to make recommendations to the Corporate Authorities for the passage of ordinances.
- B. The Health Commission shall work with an approved Blood Donation facility to coordinate and promote community blood donation events.

Chapter 2.26 - BOARD OF LOCAL IMPROVEMENTS

2.26.010 - Establishment.

There is established the Board of Local Improvements for the Village.

2.26.020 - Members.

The Board of Local Improvements shall consist of the President, the Village Engineer and all of the members of the Village Board of Trustees.

2.26.030 - Duties.

The Board of Local Improvements shall have the powers and perform the duties assigned to it by statute and ordinance.

Chapter 2.28 - PLANNING & ZONING COMMISSION

2.28.010 - Created.

A Planning & Zoning Commission for the Village is hereby created.

2.28.020 - Membership.

The Planning & Zoning Commission shall consist of a minimum of five but no more than nine individuals. A majority of the Planning & Zoning Commission members shall be Village residents. Preference for membership shall be given to individuals as follows:

- A. Buffalo Grove residents as set forth in Section 2.03.060, except as otherwise provided in this Code.
- B. An individual employed within the Village.
- C. Individuals that have an identified expertise or special consideration as recommended by the Planning & Zoning Commission notwithstanding they are not residents of the Village.

All appointments shall be subject to approval of the Corporate Authorities.

2.28.030 - Powers—Zoning determinations.

The Planning & Zoning Commission shall be the commission before which hearings shall be held for the purpose of hearing proposed amendments affecting the regulations imposed and the districts created under the zoning ordinance of the Village. The Planning & Zoning Commission shall also be the commission before which hearings shall be held for the purpose of hearing proposed variance requests to the Village Fence Code, Village Sign Code, and Village Zoning Ordinance. The Planning & Zoning Commission shall also have those powers provided by law to a plan commission and a board of appeals.

Chapter 2.35 - FARMERS MARKET COMMITTEE

2.35.010 - Farmers Market Committee created.

A committee to coordinate a farmers market is hereby created which shall hereinafter be known as the "Farmers Market Committee."

2.35.020 - Purpose.

The purpose of the Farmers Market Committee shall include the following:

- A. To coordinate a farmers market in Buffalo Grove for the approximate time period of June through September each year.
- B. To enrich the community and encourage citizens to increase consumption of healthy, locally grown fruits, vegetables and other locally produced foods.
- C. To promote farm grown items including but not limited to fruits, vegetables and flowers.

2.35.030 - Membership.

The Farmers Market Committee shall consist of a minimum of five individuals. A majority of the Farmers Market Committee members shall be Village residents. Preference for membership shall be given to individuals as follows:

- A. Buffalo Grove residents as set forth in Section 2.03.060, except as otherwise provided in this Code.
- B. An individual employed within the Village.
- C. Individuals that have an identified expertise or special consideration as recommended by the Farmers Market Committee Chair notwithstanding they are not residents of the Village.

All appointments shall be subject to approval of the Corporate Authorities.

2.35.040 - Duties.

The Farmers Market Committee shall perform and exercise the following duties:

- A. Coordinate with the Buffalo Grove Park District and other governmental entities as appropriate to coordinate the Farmers Market in the Village.
- B. Promote the Farmers Market in Buffalo Grove and seek to have varied Farmers Market vendors providing a variety of locally grown or locally produced items including but not limited to fruits, vegetables and flowers.
- C. Coordinate events rich with a variety of vendors, and programs to encourage healthy living and a healthy lifestyle.
- D. Coordinate public and private partnerships to enhance the Farmers Market in the Village.

2.35.050 - Meetings.

The Farmers Market Committee shall hold regular meetings as needed at a date and time to be determined by the Committee.

2.35.060 - Municipal personnel and agencies to assist.

The facilities of the Village government shall be made available to the Farmers Market. Village officials, personnel and agencies shall cooperate with the Farmers Market Committee in accomplishing the objectives and purposes set forth herein to the fullest extent allowed by Village ordinance and state and federal law.

Chapter 2.36 - COMMISSION FOR RESIDENTS WITH DISABILITIES

2.36.010 - Creation.

There is created the Rick Kahen Commission for Residents with Disabilities, herein referred to as the Commission for Residents with Disabilities. The commission is an advisory body to the Corporate Authorities of the Village.

2.36.020 - Purpose.

The purpose of the Commission for Residents with Disabilities shall be to assess the needs and concerns of citizens with disabilities and to cooperate with the Village government and all other governmental agencies in the promotion of the cause of persons with disabilities.

2.36.030 - Membership.

The Commission for Residents with Disabilities shall consist of a minimum of five members and any number of volunteers. A majority of the Commission for Residents with Disabilities members shall be Village residents. Preference for membership shall be given to individuals as follows:

- A. Buffalo Grove residents as set forth in Section 2.03.060, except as otherwise provided in this Code.
- B. Persons with disabilities; that is, persons who have a physical or mental impairment that substantially limits one or more major life activities, and family members, care providers or educational/rehabilitational professionals involved with such individuals.
- C. An individual employed within the Village.
- D. Individuals that have an identified expertise or special consideration as recommended by the Commission for Residents with Disabilities Chair notwithstanding they are not residents of the Village.

All appointments shall be subject to approval of the Corporate Authorities.

2.36.040 - Duties.

The Commission for Residents with Disabilities shall perform and exercise the following duties:

- A. Make recommendations to the Corporate Authorities with respect to adoption and amendment of ordinances relating to persons with disabilities;
- B. Investigate the needs and areas of concerns of residents with disabilities which may include medical care, housing, transportation, recreation, support groups, local government, employment, education, respite services, physical accessibility and all other related areas of planning;
- C. Analyze and/or review complaints of Village residents with disabilities on a timely basis;
- D. Consult and cooperate with all agencies of the Village, other municipalities and federal, state and local agencies on matters of concern to residents with disabilities, when deemed appropriate;
- E. Promulgate and effect a program of publicity and public education relating to residents with disabilities;
- F. Assist in providing information concerning resource services available to residents with disabilities;
- G. Conduct public hearings, carry on research or otherwise obtain such factual data, and issue such reports and recommendations to the corporate authorities and to the public as in the judgment of the commission will effectuate the goals and purpose of the commission;
- H. Develop programs of benefit to persons with disabilities and exercise such other functions as may be delegated by the Corporate Authorities.

2.36.050 - Additional regulations and recordkeeping.

The commission may adopt procedural rules as it deems necessary to accomplish the purposes of this Chapter.

2.36.060 - Meetings, quorum, voting.

The Commission for Residents with Disabilities shall hold regular meetings not less than once a month at a date and time to be determined by the commission.

Chapter 2.37 - COMMUNITY EVENTS COMMITTEE

2.37.010 - Creation.

A committee to support community events is hereby created, which shall hereinafter be known as the "Community Events Committee."

2.37.020 - Purpose.

The purpose of the Community Events Committee shall be to work with Village staff to complete the tasks required to organize and arrange the activities and programs directly related to the implementation of community events and festivals

2.37.030 - Membership.

The Community Events Committee shall consist of a minimum of any number of volunteers. A majority of the Community Events Committee shall be Village residents. Preference shall be given to individuals as follows:

- A. Buffalo Grove residents as set forth in Section 2.03.060, except as otherwise provided in this Code.
- B. An individual employed within the Village.
- C. Individuals that have an identified expertise or special consideration as recommended by the Community Events Committee Liaison notwithstanding they are not residents of the Village.

All appointments shall be subject to approval of the Corporate Authorities.

2.37.040 - Duties.

The Community Events Committee will work with Village staff to perform and exercise the following duties:

- A. Provide support for the entertainment, events, and activities for inclusion in any community event or festival as assigned by the Village Board;
- B. Assist vendors who prepare and sell food, for a profit, to event or festival goers as assigned by the Village Board;
- C. Expend funds in a manner that is in accordance with the Village of Buffalo Grove Purchasing Policy;
- D. When requested, assist Village staff with the necessary arrangements, support operations, and logistics for use at the community event or festival site location(s), in the preparation and implementation of any community event or festival as assigned by the Village Board.

2.37.050 - Meetings.

The Community Events Committee shall hold meetings at a time and date to be determined by the committee in support of each community event or festival.

Chapter 2.48 ETHICS

2.48.010 Definitions.

Unless the contrary is stated, or clearly appears from the context, when used in this Chapter, the following words and phrases shall have the meanings indicated:

- A. "Business entity" means any organization or enterprise operated for profit, including, but not limited to a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association.
- B. "Consultant" means any persons with professional or technical expertise retained by the Village to provide professional or technical advice to the Village.
- C. "Gift" means any property, real or personal, tangible or intangible, of a market value in excess of one hundred dollars obtained by an individual without the payment of the property's full market value. Gifts from an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, aunt, uncle or first cousin, or the spouse of any such person, or gifts to a church, religious or charitable organization qualified as such under the provisions of the Internal Revenue Code shall not be considered gifts for the purposes of this definition. Gifts of informational material such as books, pamphlets, reports, calendars or periodicals shall not be considered gifts for the purposes of this definition.
- D. "Immediate family" means an individual's spouse, dependent children, or others if the interest herein required to be disclosed is constructively controlled by the person required to file a conflict of interest disclaimer and/or a statement of economic interest pursuant to state statutes.
- E. "Income" means salary, wage, advance, payment, fee, honorarium or any other consideration for personal, professional, or commercial services, rent, dividends, interest, capital gains received from the sale of real or personal property, stocks or bonds, return of capital, forgiveness or payment of indebtedness, discount in the price of anything of value unless the discount is available to members of the public without regard to official status, rebate, reimbursement for expenses, contribution to an insurance or pension program paid by any person other than an employer. Income also includes a pro rata share of any income of any business entity or trust in which the individual or spouse owns directly, indirectly or beneficially, a five percent or greater interest.
- F. "Interest in real property" means and includes, but is not limited to the following: legal or equitable title; a beneficial interest in any trust (including a land trust); any assignment of any interest from a beneficiary or any other party of an interest; a power to direct conveyances; a right to receive rents or proceeds from the property; a lien; a tax sale certificate; an option; or any other financial interest, real or personal, direct or indirect in such property including status as a nominee or undisclosed principal.
- G. "Payment" means a payment, distribution, transfer, loan, advance, deposit, gift or other rendering of money, property, services or anything else of value, whether tangible or intangible.
- H. "Person" means an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, association, committee and any other organization or group of persons acting in concert.
- I. "Public official" means any person who seeks to be elected or is elected to any public office in the Village, or is appointed a member of any commission, committee, or board of the Village, and all department heads, and other employees as designated by the Village Manager.
- J. "Purchase transaction" means a purchase, or a contract to purchase goods or services of any kind.

- K. "Supplier" means any individual, firm, corporation, association, partnership, joint venture, sole proprietor, or other business entity which enters into a purchase transaction with the Village.

2.48.020 Disclosure of Economic Interests.

- A. Disclosure Required. All persons required to disclose their economic interests with respect to the Village by Section 4A-105.5 or any other provision of the Illinois Governmental Ethics Act, shall do so in the time, the manner and extent required by law. Unless otherwise required by law, such disclosures shall be filed with the County Clerk of Cook County by May 1 of each year.
- B. Duties of the Village Clerk. On or before February 1 of each year, or as otherwise may be provided by law, the Village Clerk shall certify to the County Clerk of Cook County a list of names and addresses of the persons required to disclose their economic interests in accordance with Sect. 4A-101.5 of the Illinois Governmental Ethics Act. In preparing the list for submission to the County Clerk, the Village Clerk shall set out the names in alphabetical order.
- C. Persons subject to disclosure. The Village Board finds that the following public officials are presumptively subject to the disclosure requirements of the Illinois Governmental Ethics Act:

Candidates for elected Village office

The Village President and members of the Board of Trustees

Village Clerk

Members of the Planning and Zoning Commission

Members of the Ethics Commission

Trustees of the Fire Pension Fund

Trustees of the Police Pension Fund

Village Manager and any Deputy Village Managers

Director of Finance

Deputy Director of Finance

Director of Administrative Services

Buyer

Administrative Services Manager/Deputy Village Clerk

Director of Communications

Director of Human Resources

Director of Community Development

Deputy Director of Community Development

Associate Planner

Building Services Manager

Plans Examiner

Chief of Police

Deputy Chief of Police

Fire Chief

Deputy Fire Chief

Deputy Fire Marshal

Fire Department Administrative Assistant

EMA Coordinator

Village Attorney

Administrative Hearing Officer

Golf Head Professional

Assistant Golf Professional

Director of Public Works
Assistant Director of Public Works
Village Engineer
Building Maintenance Manager
Forestry Manager
Fleet Manager
Sewer and Drainage Manager
Superintendent of Maintenance
Water Section Manager
Symphonic Band Director

2.48.030 Conflict of interest disclaimer.

All public officials shall file at the time of appointment with the Village Clerk a verified conflict of interest disclaimer in the following form:

I, _____, state as follows:

1. I have been *elected / appointed / hired / or I intend to run for Election* (circle one) as a/the _____ of the Village of Buffalo Grove.
2. I have no interest, nor do members of my immediate family have any interest, direct or indirect, in my or their own name or in the name of any other person, association, trust, or corporation doing business with the Village in which I or they have an ownership interest exceeding 5%, in any contract of a value in excess of \$500.00 or in the performance of any work of a value in excess of \$500.00 for the Village of Buffalo Grove in the making or letting of which I may be called upon to act or vote and if so, shall disclose same prior to acting or voting on same. I further understand that Illinois law, specifically Section 3 of the Public Officers Prohibited Interest Act, (50 ILCS 505/3) and Section 3.1-55-10 of the Illinois Municipal Code (65 ILCS 5/3.1-55-10) impose additional restrictions on my interests in contracts, works, or business of the Village and that I am subject to those restrictions in addition to those set forth in Chapter 2.48, Ethics of the Village of Buffalo Grove Municipal Code.
3. I will not during my term of office (or period of appointment or employment) receive income for services rendered from persons having an interest in real property which such services are rendered on behalf of a plan, project or development for which approval or a favorable recommendation is requested of any Board, committee, subcommittee, commission or Department of the Village of Buffalo Grove unless same shall be disclosed prior to such approval or recommendation.
4. I have read and acknowledge the requirements of the State Officials and Employees Ethics Act (5 ILCS 430/1 et. seq.) as those requirements are made a part of Chapter 2.49 of the Village of Buffalo Grove Municipal Code. I understand that I must abide by its terms.
5. I understand that I am required by the Illinois Governmental Ethics Act (5 ILCS 420/ et. seq.) to file a statement of economic disclosure with the County Clerk of Cook County by May 1 of each year.
6. (To be completed by the President, Treasurer and members of the Board of Trustees or candidates for those offices.) I do not own stock in any bank or other financial institution authorized to accept deposits of the Village funds or, I own the following shares of stock:

I, _____, declare that the foregoing statements have been examined by me and are, to the best of my knowledge and belief, true, correct and accurate. All

provisions of Illinois law referenced in this disclaimer are available at www.ilga.gov. Chapter 2.48, Ethics of the Village of Buffalo Grove Municipal Code is available at www.vbg.org. I understand that the penalty for willfully attesting to a false disclaimer is a fine not to exceed \$500.00.

I understand that, should a conflict under this disclaimer arise, I am obligated to amend this statement and immediately file same with the Village Clerk. Failure to disclose a conflict of interest may result in civil or criminal penalties, up to and including the termination of my appointment.

DATED: _____, 20__

Signature: _____

2.48.040 Filing of Conflict of Interest Disclaimers and Statements of Economic Interests.

- A. The conflict of interest disclaimer required above shall be completed on forms approved by the Corporate Authorities and provided by the Village Clerk. Conflict of interest disclaimers shall be filed pursuant to the following schedule:
 1. Any candidate for elective public office within the Village shall file with his or her nominating petitions;
 2. A public official, as defined herein, shall file their conflict of interest disclaimer within thirty days of appointment or retention, or if employed it shall be filed with the Clerk prior to the first day of employment;
 3. All public officials shall file their conflict of interest disclaimers annually not later than June 1st;
 4. Revised conflict of interest disclaimers shall be filed within thirty days following any event which would require a change in any information or disclaimers contained in the disclaimer on file with the Village Clerk.
- B. Not less than fifteen days before the filing dates specified above, except the filing date specified in subsection (A)(4) of this section, the Village Clerk shall, by regular U.S. mail or electronic mail, notify the persons required to file conflict of interest disclaimers of their obligation to file. The Village Clerk shall provide each person filing such statements with a written receipt indicating the date on which the filing took place. In addition, the Village Clerk shall, at least fourteen days prior to the filing dates specified above, provide each person required to file a conflict of interest disclaimer with a copy of the ordinance codified in this Chapter.
- C. Every person required to file a statement of economic interests with the County Clerk of Cook County by the Illinois Governmental Ethics Act shall file a duplicate copy of such statement with the Village Clerk within fourteen (14) days of filing with the County Clerk along with a receipt evidencing said filing. This requirement shall not apply if (1) the County Clerk has instituted an Internet-based system of filing in accordance with Section 4A-108 and posts and makes the contents of such statements filed with him or her available for inspection and copying on a publicly accessible website and (2) the person has filed his or her statement using such Internet-based system of filing in accordance with the law.

2.48.050 Public record.

All statements filed with the Village under this Chapter shall be available for examination and copying in accordance with the Freedom of Information Act.

2.48.060 Penalty.

Any person required to file the statement provided for in this Chapter who knowingly fails to so file, or knowingly files a false or incomplete statement is guilty of a misdemeanor and shall be fined not more than five hundred dollars.

2.48.070 Supplier's statement.

- A. All bidding forms and purchase orders for purchase transactions in excess of one hundred dollars between the Village and a supplier shall contain the following provision as one of the terms and conditions of such purchase orders:

The undersigned supplier hereby represents and warrants to the Village as a term and condition of acceptance of this (bid or purchase order) that none of the following Village officials is either an officer or director of supplier or owns five percent or more of supplier: The Village President; the members of the Village Board of Trustees; the Village Clerk; the Village Treasurer; the members of the Planning & Zoning Commission; the Village Manager; Deputy Village Manager; the heads of the various departments within the Village. If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is officer or director of your business entity or owns five percent or more thereof.

- B. The Village Manager shall promptly notify the Corporate Authorities of any persons named by suppliers in response to the foregoing inquiry.

2.48.080 Administration.

Administration and review of this Chapter shall be the responsibility of the Village Manager and Ethics Commission.

Chapter 2.49 STATE OFFICIALS AND EMPLOYEES ETHICS ACT

I. General Provisions

2.49.010 Adoption of Act.

- A. The regulations of Sections 5-15 (5 ILCS 430/5-15) and Article 10 (5 ILCS 430/10-10 through 10-40) of the State Officials and Employees Ethics Act, 5 ILCS 430/1-1 et seq., (hereinafter referred to as the "Act" in this section) are hereby adopted by reference and made applicable to the officers and employees of the Village to the extent required by 5 ILCS 430/70-5.
- B. The solicitation or acceptance of gifts prohibited to be solicited or accepted under the Act, by any officer or any employee of the Village, is hereby prohibited.
- C. The offering or making of gifts prohibited to be offered or made to an officer or employee of the Village under the Act is hereby prohibited.
- D. The participation in political activities prohibited under the Act, by any officer or employee of the Village, is hereby prohibited.
- E. For purposes of this Chapter, the term "officer" is defined as an elected or appointed official of the Village; regardless of whether the official is compensated and shall include, but not by way of limitation, members of Village commissions, committees and boards appointed by the Village President by and with the advice and consent of the Board of Trustees.
- F. For purposes of this Chapter, the term "employee" is defined as a full-time, part-time, or contractual employee of the Village.

2.49.020 Existing ethics ordinance.

This Chapter does not repeal or otherwise amend or modify Chapter 2.48 of the Village Code which regulates the conduct of Village officers and employees. To the extent that Chapter 2.48 is less restrictive than this Chapter, then the provisions of this Chapter shall prevail in accordance with the provisions of 5 ILCS 430/70-5(a).

II. Ethics Commission

2.49.030 Ethics Commission created.

- A. There is hereby created a commission to be known as the Ethics Commission of the Village of Buffalo Grove ("Commission"). The Commission shall be comprised of seven members ("Commissioners") appointed by the Village President by and with the consent of the Board of Trustees. All members shall be residents of the Village and eligible to vote throughout their respective terms of office. No person shall be appointed as a member of the Commission who is related, either by blood or by marriage up to the degree of first cousin, to any elected officer of the Village.
- B. Appointments shall be for a one-, two-, or three-year term to run from May 1 to the appropriate April 30, with the exception of initial appointees which shall begin their term on the date of appointment. An appointment hereunder shall not exceed the full term to which the Village President was elected.
- C. The Village President, by and with the advice and consent of the Board of Trustees, shall appoint one of the members as Chairperson and one of the members as Vice Chairperson.
- D. The Corporate Authorities may establish rules of procedure for the Commission.

2.49.040 Meetings, quorum and voting.

- A. Meetings of the Commission shall be held at the call of the Chairperson, as a majority of the Commission shall determine, or at the direction of the Corporate Authorities.
- B. A majority of the Commissioners holding office shall constitute a quorum. An affirmative vote of the majority of the Commissioners holding office shall prevail.

2.49.050 Powers and duties.

The Commission shall have the following powers and duties:

- A. To recommend to the Corporate Authorities modifications to The Ethics Commission's procedures and rules governing the performance of its duties and the exercise of its powers.
- B. Upon receipt of a referral from the Corporate Authorities, to investigate, conduct hearings and deliberations, make recommendations to the Corporate Authorities for judicial and disciplinary actions and/or fines. The Commission shall, however, act only upon the receipt of a referral from the Corporate Authorities and not upon its own prerogative.
- C. To receive information from the public pertaining to its investigations and to require additional information and documents from persons who may have violated the provisions of this Chapter.
- D. To compel the attendance of witnesses and to compel the production of books and papers pertinent to an investigation. It is the obligation of all officers and employees of the Village to cooperate with the Commission during the course of its investigations.
- E. Review for completeness of disclosure statements required by Chapter 2.48 of the Village Code.
- F. Educate Village Boards and Commissions about the ethics requirements of the Village Code and Illinois State Statute.
- G. The powers and duties of the Commission are limited to matters clearly within the purview of this Chapter.

2.49.060 Complaints and procedures.

- A. Any person may file a written complaint of an alleged violation of this Chapter with the Village Clerk. The written complaint shall include the following information: (i) the complaint shall set forth the date or time period when the alleged violation occurred; (ii) the complaint shall describe in detail the act or acts complained of and provide a list of witnesses to the act or acts; (iii) the complaint shall contain the complainant's home address, business telephone number and personal telephone number; and (iv) the complaint shall be signed by the complainant and notarized.
- B. Within three business days after the receipt of a complaint, the Village Clerk shall send by certified mail, return receipt requested or by personal delivery service, a notice to the respondent that a complaint has been filed against him or her and a copy of the complaint. Within three business days after the receipt of a complaint, the Village Clerk shall send by certified mail, return receipt requested or by personal delivery service, a confirmation of the receipt of the complaint to the complainant. A copy of the complaint shall be forwarded to the Village President and the Village Manager.
- C. The respondent shall have ten business days after receipt of the complaint to file a written response thereto. The response shall be served upon the Village Clerk. In the event a written response is not filed within said ten business days, then it shall be assumed that the allegations in the complaint are denied generally. A copy of the response shall be forwarded to the Village President and the Village Manager.
- D. The Corporate Authorities shall meet within thirty calendar days after receipt by the Village Clerk of the complaint and any response thereto. The Corporate Authorities shall consider the allegations of the complaint and response thereto and shall, by majority vote, either dismiss the complaint as being unfounded, or refer the complaint and response to the Ethics Commission for investigation and recommendation.
- E. Within five business days after receipt of the referral from the Corporate Authorities the Commission shall meet to review the complaint and shall schedule a hearing date on the complaint and any response thereto within thirty calendar days after the date of said meeting. The Commission shall send notice of the hearing date by certified mail, return receipt requested or by a personal delivery service to the complainant and the respondent which notice shall set forth the date, time and place of the hearing.
- F. Upon setting the hearing date the Commission shall notify in writing the attorney designated by the Corporate Authorities to prosecute such actions and shall transmit to the attorney a copy of the complaint, any response thereto and all additional documents in the custody of the Commission concerning the alleged violation.
- G. On the scheduled date and upon at least five business days public notice of the meeting, the Commission shall conduct a hearing on the complaint and shall allow both parties the opportunity to present testimony and evidence. The complainant and the respondent shall have the right to engage in discovery, call witnesses and cross examine witnesses. The formal and technical rules of evidence shall not apply at the hearing. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by a reasonably prudent person in the conduct of their affairs.
- H. Within thirty calendar days after the date of the hearing or any recessed hearing is concluded, the Commission shall either (i) dismiss the complaint or (ii) issue its findings and recommendation to the Corporate Authorities.
- I. The Corporate Authorities, upon receipt and review of the findings and recommendations of the Commission may accept or reject the recommendation of the Commission or may remand the matter

to the Commission for further proceedings. If the Corporate Authorities determine that a violation of this Chapter has occurred then they may take the appropriate corrective and/or disciplinary action against the respondent. The Corporate Authorities, as appropriate to the case, may also direct that appropriate administrative or legal proceedings be instituted for the purpose of imposing fines and/or removal of the appointed official or employee from office provided that the Corporate Authorities may not remove an elected officer from office. Any discipline provided for under this Chapter shall comply with any collective bargaining agreement applicable to the respondent.

- J. A complaint alleging a violation of this Chapter must be filed within one year after the alleged violation.

2.49.070 False or frivolous complaints.

Any person who knowingly makes a false, misleading or unsubstantiated statement or claim in a complaint is subject to prosecution for perjury or possible civil liability. If after reviewing a complaint and a response thereto, it is determined that the complaint is groundless and appears to have been filed in bad faith or for the purpose of harassment, or that intentionally false or malicious information has been provided then the Village Attorney, at the Corporate Authorities direction, shall refer the matter to the appropriate law enforcement authority for review and possible prosecution. A Village officer who seeks to take civil action regarding any such complaint shall do so at their own expense.

III. Amendments; Severability

2.49.080 Future amendments to State Officials and Employees Ethics Act.

Any amendment to the Act that becomes effective after the effective date of this Chapter shall be incorporated into this Chapter by reference and shall be applicable to the solicitation, acceptance, offering and making of gifts and to prohibited political activities. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this Chapter by reference without formal action by the Corporate Authorities of the Village.

2.49.090 Future declaration of unconstitutionality of Act.

- A. If the Illinois Supreme Court declares the Act unconstitutional in its entirety, then this Chapter shall be repealed as of the date that the Illinois Supreme Court's decision becomes final and not subject to any further appeals or rehearings. This Chapter shall be deemed repealed without further action by the Corporate Authorities of the Village if the Act is found unconstitutional by the Illinois Supreme Court.
- B. If the Illinois Supreme Court declares part of the Act unconstitutional but upholds the constitutionality of the remainder of the Act, or does not address the remainder of the Act, then the remainder of the Act as adopted by this Chapter shall remain in full force and effect; however, that part of this Chapter relating to the part of the Act found unconstitutional shall be deemed repealed without further action by the Corporate Authorities of the Village.

IV. Penalties

2.49.100 Penalties.

- A. A person is guilty of a Class A misdemeanor if that person intentionally violates any provision of subsection D. of Section 2.49.010 of this Chapter.
- B. A person who intentionally violates any provision of Subsection B. of Section 2.49.010 of this Chapter is subject to a fine of at least one thousand one dollars and up to five thousand dollars.

- C. Any person who intentionally makes a false report alleging a violation of any provision of this Chapter to the Village is guilty of a Class A misdemeanor.
- D. The Village may levy an administrative fine of up to five thousand dollars against any person who violates this Chapter, who intentionally obstructs or interferes with an investigation conducted under this Chapter, or who intentionally makes a false, frivolous, or bad faith allegation.
- E. In addition to any other penalty that may apply, whether criminal or civil an officer or employee who intentionally violates any provision of this Chapter is subject to discipline or discharge except that the Corporate Authorities shall not remove an elected officer from office.

Chapter 2.52 - PUBLIC SAFETY EMPLOYEE BENEFITS ACTS

2.52.010 - Purpose.

The purpose of this chapter is to provide a fair and efficient method of determining the eligibility of an employee for the benefits enumerated under the Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.) (PSEBA). All benefits provided employees pursuant to PSEBA will be consistent with PSEBA.

2.52.020 - Authority.

The ordinance codified in this Chapter is adopted by the Corporate Authorities of the Village pursuant to the Home Rule authority granted by Article VII, Section 6 of the Illinois Constitution of 1970.

2.52.030 - Policy and procedure for administering applications for PSEBA benefits.

Except as otherwise provided below, the following policies and procedures established pursuant to this subchapter 2.72.030 shall be administered and interpreted by the Village Manager as follows:

- A. Application for PSEBA benefits. A PSEBA benefit application form prepared by the Village shall be the standard form required for PSEBA benefit applicants (hereinafter the "applicant") to utilize to request benefits under PSEBA. The form shall be completed and executed by the requesting applicant and delivered to the Village Manager. The applicant shall provide, along with the application, any medical records regarding the injury, any decisions by a governing public safety pension board and supporting documentation related to such pension board decisions and any additional pertinent documentation that the applicant wants to have considered or that is requested by the Village.
- B. Application review process.
 1. When the Village Manager receives a complete and executed PSEBA benefit application, the Village Manager shall review the application and engage in such additional fact-finding and/or investigation as may be deemed necessary or appropriate to evaluate the application, including, but not limited to the review of public safety pension board hearing transcripts and decisions, worker's compensation documentation and independent medical examinations.
 2. If additional fact-finding and/or investigation is determined to be necessary, the applicant shall fully cooperate. If the applicant refuses or otherwise fails to fully cooperate, then a reminder notice shall be sent to the applicant explaining the duty of full cooperation in the fact-finding and/or investigation process. If the applicant fails to cooperate as requested within twenty-one calendar days after receipt of such notice, then the application for PSEBA benefits shall be deemed withdrawn.
 3. The Village Manager shall make a written recommendation, including reasons for the recommendation, to the Corporate Authorities of the Village within forty-five calendar days after the later of the following:
 - a. The submission of the relevant documentation; or

- b. The completion of such additional fact-finding or investigation as deemed necessary or appropriate by the Village Manager (as stated in subsection (B)(1)).

The Village Manager's written recommendation shall state whether:

- a. the applicant is eligible for benefits under PSEBA; or
 - b. a hearing should be convened in order to determine whether or not the applicant is eligible for benefits under PSEBA and shall inform the applicant, in writing, of the decision and the reasons for the decision.
4. If the Village Manager recommends that the applicant is eligible for benefits under PSEBA, the recommendation shall be presented to the Village Board at the next regularly scheduled Village Board meeting (subject to the notice provisions of the Open Meetings Act). The Village Board or its authorized designee shall make a determination that:
- a. The applicant is eligible for benefits under PSEBA; or
 - b. A hearing as set forth in subchapter 2.52.040(C) should be convened in order to determine whether or not the applicant is eligible for benefits under PSEBA.

2.52.040 - Policy and procedure for administering hearings for PSEBA benefits.

If the Village Board, following the Village Manager's recommendation, determines that a hearing should be convened, the Village Board or its authorized designee shall convene a hearing which shall be overseen by a hearing officer whose power and authority and limitations are as follows:

- A. Power of the hearing officer. The hearing officer shall have the necessary powers granted to him relative to conduct an administrative hearing including the power to:
 - 1. Preside over all Village hearings involving PSEBA;
 - 2. Administer oaths;
 - 3. Hear testimony and accept evidence that is relevant to the issue of eligibility under PSEBA;
 - 4. Issue subpoenas to secure attendance of witnesses and the production of relevant papers or documents upon the request of the parties or their representatives; and
 - 5. Issue a written determination based on the evidence presented at the hearing.
- B. Hearing officer. The President with the consent of the Village Board is hereby authorized to appoint a person to hold the position of a hearing officer for each PSEBA hearing that shall come before the Village.
- C. The administrative hearing. A hearing may be held to adjudicate and determine whether the subject public safety employee is eligible for benefits under PSEBA. If the employee is found eligible, the employee benefits shall be consistent with PSEBA.
 - 1. Time and date. Hearings shall be held on the date, time and place as established by the Village with appropriate notice served upon the public safety employee.
 - 2. Record. All hearings shall be attended by a certified court reporter and a transcript of all proceedings shall be made by said certified court reporter.
 - 3. Procedures. The Village and the petitioning public safety employee shall be entitled to representation by counsel at said hearing and may present witnesses, may present testimony and documents, may cross-examine opposing witnesses, and may request the issuance of subpoenas to compel the appearance of relevant witnesses or the production of relevant documents.
 - 4. Final determination. The determination by the hearing officer of whether the petitioning public safety employee is eligible for the benefits under PSEBA shall constitute a final determination for the purpose of judicial review under the common law writ of certiorari.

Chapter 2.54 - EMERGENCY MANAGEMENT AGENCY

2.54.010 - Establishment.

There is hereby created the Village of Buffalo Grove Emergency Management Agency, hereinafter designated as Village EMA, established to prevent, minimize, repair and alleviate injury or damage resulting from disaster caused by enemy attack, sabotage or other hostile actions or from natural or manmade disaster, in accordance with "The Illinois Emergency Management Agency Act," as amended. The Village EMA shall consist of the Fire Chief, who shall serve as EMA Director, the Coordinator, and such other members as may be selected by the Director. The Coordinator shall be under the authority, command, and control of the EMA Director.

2.54.020 - Director.

Duties: Under the supervision of the Village President, the Director shall have the responsibility for the management of the Emergency Management Agency, to include the Coordinator and support staff.

Vacancy in office: In the event of the absence, resignation, death, or inability to serve as the Director of Emergency Management, the Village President or individual designated by the Village President, shall be and act as Director until a new appointment is made as provided in this Chapter.

2.54.040 - Coordinator.

Duties: Under the supervision of the Director of Emergency Management, the Coordinator shall have direct responsibility for the planning, coordination, and operation of the emergency management activity in the Village. The Coordinator shall maintain liaison with the State and Federal authorities and the authorities of other nearby political subdivisions to ensure the most effective operation of the Emergency Operations Plan. The Coordinator's duties shall include, but not be limited to, the following:

- A. Coordinating the recruitment of volunteer personnel and agencies to augment the personnel and facilities of the Village for emergency management purposes.
- B. Development and coordination of plans for the immediate use of all Village facilities, equipment, human effort and other resources for the purposes of minimizing or preventing damage to persons and property and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety and welfare.
- C. Negotiating and concluding agreements with owners or persons in control of buildings or other property for the use of such buildings or other property for emergency management purposes, and designating suitable buildings as public shelters.
- D. Conducting public practice alerts to ensure the efficient operation of emergency management regulations, procedures, and operations.
- E. Coordinating the activity of all other public and private agencies engaged in any emergency management activity.
- F. Assuming such authority and conducting such activity as the Village President may direct to promote and execute the Emergency Operations Plan.

Vacancy in Office: In the event of the absence, resignation, death, or inability to serve as the Coordinator, the Village President or any person designated by the Village President, shall be and act as Coordinator until a new appointment is made as provided in this Chapter.

2.54.050 - Membership with the Joint Emergency Management System.

The Village of Buffalo Grove is a member of the Joint Emergency Management System (JEMS), a regional agreement between neighboring municipalities for emergency management support. The Joint Emergency Management System is overseen by a board which is composed of the Chief Administrative Officer, or their designee, from each of the member communities. The board is led by a Chairperson and Vice-Chairperson, who are elected by the board members. As a member of JEMS, the Village of Buffalo Grove coordinates their emergency management program activities with the JEMS Coordinator in order to establish regional standardization.

2.54.060 - Joint Emergency Management System Coordinator.

Duties: In cooperation with the Director, the JEMS coordinator will have the responsibility for planning, training and exercise coordinator of the emergency management activity in the Village. The JEMS Coordinator's duties shall include, but not be limited to, the following:

- A. Maintain, coordinate, and recommend for adoption or amendment, an Emergency Operations Plan EOP.
- B. Be on-call twenty-four-hours a day.
- C. Monitor news and severe weather.
- D. Maintain, update and monitor the subscriber community continuity of Operations Plan (COOP).
- E. Serve as the liaison for Subscribers to state emergency management agencies and emergency service and disaster agencies.
- F. Act as the NIMS Compliance Officer under the National Incident Management System.
- G. Ensure that the Subscribers' Emergency Operations Centers (EOC's) are maintained and ready.
- H. Provide training on the use of EOC equipment and readiness including regional disaster exercises to measure the subscriber's preparedness to respond to emergencies and to develop action plans to address any deficiencies identified during such exercises.
- I. Oversee the maintenance and evaluation of the emergency warning systems including the outdoor warning sirens or additional warning systems in place in each subscriber community.
- J. Assist in the preparation and distribution of Incident Action Plans for planned special events.

2.54.070 - Functions.

The Village EMA shall perform such EMA functions within the Village as shall be prescribed in and by the State of Illinois EMA plan and program prepared by the Governor, and, in addition, shall perform such duties outside the corporate limits as may be required pursuant to any mutual aid agreement with any other political subdivision, municipality, or quasi-municipality entered into as provided in "The Illinois Emergency Management Agency Act", as amended.

2.54.080 - Service as Mobile Support Team.

All or any member of the Village EMA organization may be designated as a member of a mobile support team created by the Director of the State of Illinois Emergency Management Agency, as provided by law. The leader of the mobile support team shall be designated by the Director of the Village EMA organization. Any member of a mobile support team who is a Village employee or officer while serving on call to duty by the Governor, or the State Director, shall receive the compensation and have the powers, duties, rights and immunities incident to such employment or office. Any such member who is not a paid officer or employee of the Village, while so serving, shall receive from the State of Illinois, reasonable compensation as provided by law.

2.54.090 - Agreement with other political subdivisions.

The Director of the Village EMA may negotiate mutual aid agreements with other cities or political subdivisions of the State of Illinois, but no such agreement shall be effective until it has been approved by the Village President and Board of Trustees.

2.54.100 - Emergency Action.

If the Governor proclaims that a disaster or state of emergency exists in the event of actual enemy attack upon the United States or the occurrence within the State of Illinois of a major disaster resulting from enemy sabotage or other hostile action, or from manmade or natural disaster, it shall be the duty of the Village EMA to cooperate fully with the State of Illinois EMA and with the Governor in the exercise of emergency powers as provided by law.

2.54.110 - Emergency Powers and Duties.

- A. The Village President may exercise the emergency power and authority necessary to fulfill the President's general powers and duties as defined in Village ordinance. The judgment of the Village President shall be the sole criteria necessary to invoke emergency powers provided by ordinance and other appropriate authorities. The Board of Trustees may convene to perform its legislative and administrative powers as the situation demands and shall receive reports relative to emergency management activities. Nothing in this Chapter shall be construed as abridging or curtailing the powers or restrictions of the Board of Trustees.
- B. During any period when disaster threatens or when the Village has been struck by disaster, within the definition of this Chapter, the Village President or the Director of the Emergency Management Agency may promulgate such regulations as deemed necessary to protect life and property and preserve critical resources. Such regulations may include, but shall not be limited to, the following:
 1. Regulations prohibiting or restricting the movement of vehicles in order to facilitate the work of emergency management personnel or to facilitate the work of emergency management personnel or to facilitate the mass movement of persons from critical areas within or without the village.
 2. Regulations pertaining to the movement of persons from areas deemed to be hazardous or vulnerable to disaster.
 3. Such other regulations necessary to preserve public peace, health and safety.
 4. Regulations promulgated in accordance with the authority above will be given widespread circulation by proclamations published and expressed by newspaper, radio, televised media and social media.
- C. Emergency Locations; Governmental Powers: Whenever, due to an emergency resulting from the effects of natural or human made disaster or hostile act or the anticipated effects thereof, it becomes imprudent, inexpedient or impossible to conduct the affairs of local government at the regular or usual place or places, the Village Board may meet at any place within or without the Village limits on the call of the presiding officer or any two members of such governing body and shall proceed to establish and designate by ordinance, resolution, or other manner alternate or substitute sites or places as the emergency temporary location or locations of government where all, or any part of, the public business may be transacted and conducted during the emergency situation. Such sites or places may be within or without the territorial limits of the Village.
- D. During the period when the public business is being conducted at the emergency temporary location or locations, the governing body and other officers of the Village shall have and possess and shall

exercise, at such location or locations, all of the executive, legislative, and judicial powers and functions conferred upon such body and officers by or under the laws of this State. Such powers and functions may be exercised in the light of the exigencies of the emergency situation without regard to or compliance with time-consuming procedures and formalities prescribed by law and pertaining thereto, and all acts of such body and officers shall be valid and binding as if performed within the territorial limits of their Village.

- E. Continuity in Office: In the event that the Village President is unavailable, the powers of the office shall be exercised and duties shall be discharged by the President's designated emergency interim successors in the order specified. The emergency interim successor shall exercise the powers and discharge the duties of the office to which designated until such time as a vacancy which may exist shall be filled in accordance with the constitution or statutes; or until the officer, or the officer's deputy or a preceding emergency interim successor, again becomes available to exercise the powers and discharge the duties of office. Based on the authority of 5 ILCS 275/3, the line of succession for the executive branch of government is: Village President, President Pro-Tem, Village Manager, Deputy Village Manager.

In the event that, at the time or as a consequence of any disaster or occurrence described in this Chapter, the Village President and the President's three successors on file with the Village shall be absent, killed, or rendered incapable of performing the duties of such office, such office shall be filled until such time as a successor can be selected in the manner prescribed by law, in the following line of succession: the remaining members of the Village Board of Trustees based on tenure, the Village Manager, the Director of Finance, the Chief of Police, the Fire Chief/Director of the Emergency Management Agency, the Village Clerk. In the event that, at the time or as a consequence of any disaster or occurrence described in this Chapter, the incumbent of any Municipal office or position shall be absent, killed, or rendered incapable of performing the duties of such office or position, such office or position shall be filled, until such time as a successor can be selected in the manner prescribed by law, by appointment by the Village President. The Village President shall give due consideration to the list of three successors on file with the Village but is not required to select from said list.

2.54.120 - Emergency Management Agency and Emergency Operations Plan.

- A. A comprehensive Emergency Operations Plan shall be adopted and maintained by resolution of the Corporate Authorities upon the recommendations of the Village President. In the preparation of the Plan as it pertains to Village organization, it is the intent that the services, equipment, facilities and personnel of all existing departments and agencies shall be utilized to the fullest extent. When approved, it shall be the duty of the Director of the Emergency Management Agency, all departments, and all employees to perform the functions assigned by the Plan and to maintain their portion of the Plan in a current state of readiness at all times. The Emergency Operations Plan shall be considered supplementary to this Chapter and have the effect of law whenever a disaster has been proclaimed.
- B. The Village President shall prescribe in the Emergency Operations Plan those positions within the disaster organization, in addition to their own, for which lines of succession are necessary. In each instance, the responsible person will designate and keep on file with the Village a current list of three persons as successors to the position. The list will be in order of succession and will as nearly as possible designate persons best capable of carrying out all assigned duties and functions.

- C. Each department head assigned responsibility in the Emergency Operations Plan shall be responsible for carrying out all duties and functions assigned therein. Duties will include the organization and training of assigned Village employees and volunteers. Each department head shall formulate the operational plan for their department which, when approved, shall be an annex to and part of the Emergency Operations Plan.
- D. When a required competency or skill for a disaster function is not available within the Village government, the Village President is authorized to seek assistance from persons outside of government. The assignment of duties, when of a supervisory nature, shall also grant authority for the persons so assigned to carry out such duties prior to, during, and after a disaster. The Village may accept such services from persons outside of government on a volunteer basis. Such persons shall be enrolled as emergency management volunteers in cooperation with the heads of departments affected.
- E. Some of the duties ascribed to the Village President in this Section will ordinarily be handled as a matter of routine by the Emergency Management Agency's Director or Coordinator, but the responsibility and authority stem from and remain with the Village President.

2.54.130 - Compensation.

Members of the Village EMA who are paid employees or officers of the Village, if called for training by the State of Illinois Director of EMA, shall receive for the time spent in such training, the same rate of pay as is attached to the position held; members who are not such Village employees or officers shall receive for such training time, such compensation as may be established by the Village President and Board of Trustees.

2.54.140 - Reimbursement by State.

The Village Treasurer may receive and allocate to the appropriate fund any reimbursement by the State of Illinois to the Village for expenses incident to training members of the Village EMA as prescribed by the State Director of EMA, compensation for services and expenses of members of a mobile support team while serving outside the Village in response to a call by the Governor or State Director of EMA, as provided by law, and any other reimbursement made by the State incident to EMA activities as provided by law.

2.54.150 - Purchases and Expenditures.

The Village Corporate Authorities, may, on recommendation of the Director of EMA, authorize any purchase or contracts necessary to place the Village in a position to combat effectively any enemy attack upon the United States or the occurrence within the State of Illinois of a major disaster resulting from enemy sabotage or other hostile action, or from human made or natural disasters and to protect the public health and safety, protect property, and provide emergency assistance to victims in the case of such disaster.

In the event of enemy caused or other disaster, the Director of Village EMA is authorized, on behalf of the Village, to procure such services, supplies, equipment or material as may be necessary for such purposes, in view of the emergency without regard to the statutory procedures or formalities normally prescribed by law pertaining to Village contracts or obligations, as authorized by "The Illinois Emergency Management Agency Act," as amended; provided, that if the Village President is available at such time, the Village Coordinator shall act subject to the direction and restrictions imposed by the Village President.

2.54.160 - Oath.

Every person appointed to serve in any capacity in the Village EMA organization shall, before entering upon his or her duties, subscribe to the following oath:

"I (state your name) of the Emergency Management Agency of the Village of Buffalo Grove do solemnly swear (or affirm) that I will support and defend and bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of Illinois, and the territory, institutions and facilities thereof, both public and private, against all enemies, foreign and domestic; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter, and I do further swear (or affirm) that I do not advocate, nor am I nor have I been a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am affiliated with the Village EMA organization, I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence."

2.54.170 - Office.

The Village Manager is authorized to designate space in any Village building or elsewhere, as may be provided for by the Village Corporate Authorities for the Village EMA organization as its office.

2.54.180 - Local disaster emergencies.

A local disaster emergency may be proclaimed only by the Village President as provided by "The Illinois Emergency Management Agency Act," as amended. The local disaster emergency shall continue only as provided by Statute. It shall be the duty of the Village EMA to cooperate fully with the Village President in the exercise of emergency powers as provided by law during the time of a local disaster emergency.

Chapter 2.62 - VILLAGE ADMINISTRATIVE HEARING SYSTEM

2.62.010 - Establishment of administrative hearing system.

- A. Pursuant to the authority set forth in 65 ILCS 5/1-2.1-1 et seq. and the Village's home rule powers, there is established and created within the Village an Administrative Hearing System to enforce and adjudicate violations ("Violations") of the Buffalo Grove Municipal Code (the "Code"), the International Building Code (as adopted by reference by the Village), the International Property Maintenance Code (as adopted by reference by the Village), the International Residential Code One-and Two-Family Dwellings (as adopted by reference by the Village), and the Illinois Vehicle Code (as adopted by reference by the Village), as the same may from time to time hereafter be amended.
- B. The provisions of Division 2.1 of Article 1 of the Illinois Municipal Code (65 ILCS 5/1-2.1 et seq.) are adopted and incorporated into this Chapter as if fully set forth herein.
- C. The provisions of this Chapter shall apply to administrative adjudication proceedings to the extent that they are not inconsistent with the provisions of this Code, which set forth specific procedures for the administrative adjudication of particular Code provisions including, but not by way of limitation, Chapter 10.20, Vehicle Seizure and Impoundment.

2.62.015 - Village code hearing jurisdiction.

- A. An administrative adjudication proceeding pursuant to this Chapter may be initiated for any alleged violation of the Buffalo Grove Municipal Code, the International Building Code ("IBC"), the International Property Maintenance Code ("IPMC"), the International Residential Code One-and Two-

Family Dwellings (IRC), and the Illinois Vehicle Code ("IVC") (Illinois Compiled Statutes, Chapter 625), except for:

1. An offense that is a traffic regulation governing the movement of vehicles,
 2. Any reportable offenses under Section 6-204 of the Illinois Vehicle Code, and
 3. Any matters under the jurisdiction of Chapter 2.63, Village Traffic Administrative Hearing System.
- B. Any violation prosecuted under administrative adjudication which is not listed in Appendix A. Table A-2 Offenses and Fines is subject to the general penalty provisions of Section 1.08.010 of this Code.
- C. Any offense listed in Appendix A. Table A-2 Offenses and Fines may be settled, compromised and paid in the respective amounts and within the respective time frames set forth in Appendix A. Table A-2 Offenses and Fines, except as set forth in Subsection D. hereof.
- D. A violation of any of the offenses, except for offenses in Chapter 10.16 of the Buffalo Grove Municipal Code, set forth in Appendix A. Table A-2 Offenses and Fines by a juvenile (17 years and under) require the juvenile to appear at the administrative adjudication hearing and are not subject to the pre-pay option as set forth in said Table.
- E. Increase in fine amount if unpaid. A person who fails to appear at a hearing, fails to contest a notice of violation or fails to file a motion to set aside default judgement within thirty-five days of the issuance of a default order, the original fine amount shall double.

2.62.020 - Hearing procedures non-exclusive.

The provisions of this Chapter shall not preclude the Village from using other methods or proceedings to enforce and adjudicate the Code or other ordinances of the Village, including, without limitation, the institution of an action in the Lake County Circuit Court, the Cook County Circuit Court, the United States District Court, or any administrative proceeding.

2.62.030 - Administrative composition.

The Administrative Hearing System shall provide for one or more Hearing Officers and a Code Hearing Unit, all with the power, authority, and limitations as set forth in this Chapter.

2.62.040 - Hearing Officer.

- A. Appointment. The Village Manager shall appoint one or more qualified Hearing Officers to perform the functions set forth in this section.
- B. Independent Contractor. A Hearing Officer shall be employed as an independent contractor of the Village and shall not be considered an employee of the Village. A Hearing Officer may be removed, with or without cause, by the Village Manager.
- C. Qualifications. To qualify as a Hearing Officer, an individual must:
1. Be an attorney licensed to practice law in the State of Illinois for at least three years;
 2. Be in good standing with the Illinois Supreme Court Attorney Registration and Disciplinary Commission;
 3. Complete a formal training program approved by the Village Manager and the Village Attorney consisting of:
 - a. Instruction on the rules of procedure for administrative hearings,
 - b. Orientation to each subject area of the Code that will be adjudicated,
 - c. Observation of hearings conducted by Illinois municipalities that have adopted the administrative hearing system, and

- d. Participation in hypothetical hearings, including ruling on evidence and issuance of final orders.
- D. Compensation. Authorization for compensation for a Hearing Officer shall be made by the President and Board of Trustees through the Village's annual budget process. Compensation shall be determined by the Village Manager within approved budget limitations.
- E. Authority and Powers. Hearing Officers shall have all powers necessary to conduct fair and impartial hearings including, but not limited to, the power to:
 1. Hold conferences for the settlement or simplification of the issues;
 2. Administer oaths and affirmations;
 3. Hear testimony and accept evidence that is relevant to the allegation of a Violation;
 4. Issue subpoenas directing witnesses to appear and give relevant testimony at the Hearing, upon the request of the parties or their representatives;
 5. Preserve and authenticate the record of the Hearing, including all exhibits and evidence introduced at the Hearing;
 6. Issue a determination, based on the evidence presented at the Hearing, on whether a violation occurred or exists. The Hearing Officer's determination shall be in writing and shall include a written finding of fact, decision, and order, including the fine, penalty, or other action with which the defendant must comply; and
 7. Impose penalties consistent with applicable Code provisions, order the defendant to obtain a compliance bond, require the defendant to take corrective action to cure the violation and assess costs upon finding a defendant liable for the charged violation. Assessment of costs of twenty-five dollars to fifty dollars shall be based upon the complexity of the matter heard.
 8. Impose a term of community service in addition to or in lieu of any applicable fine.
 9. Impose, if applicable, a late payment penalty pursuant to Section 3.48.060 of this Code.

2.62.050 - Code Hearing Unit.

- A. Appointment. The Village Manager shall establish a Code Hearing Unit to perform the functions set forth in this section.
- B. Authority and Jurisdiction. The Code Hearing Unit is authorized, empowered, and directed to:
 1. Recommend rules and regulations reasonably required to manage the Administrative Hearing System;
 2. Adopt, distribute, and process all notices as may be required under this Chapter, or as may reasonably be required to carry out the purpose of this Chapter;
 3. Collect payments made as a result of fines, costs, and/or penalties assessed after a final determination of liability;
 4. Certify copies of final determinations of violations adjudicated pursuant to this Chapter, and any factual reports verifying the final determination of any liability that was issued in accordance with this Chapter or the laws of the State of Illinois, as from time to time amended; and
 5. Keep accurate records of appearances and non-appearances at hearings, pleas entered, fines, costs, and penalties assessed and paid.

2.62.060 - Violation Notice.

- A. A notice of any Violation ("Violation Notice") shall be issued by the persons authorized under this Chapter, shall contain information as to the nature of the Violation, shall be certified, and shall constitute prima facie evidence of the Violation cited.

- B. All full-time and part-time police officers, as well as other specifically authorized individuals of any department of the Village, shall have the authority to issue Violation Notices.
- C. Any individual authorized to issue Violation Notices who detects a Violation, is authorized to issue a Violation Notice thereof and shall serve the Violation Notice in the manner set forth in the Code.
- D. The correctness of facts contained in any Violation Notice shall be certified by the person issuing the notice through signing their name to the Violation Notice at the time of issuance.
- E. The Code Hearing Unit shall retain the original or a facsimile of the Violation Notice and keep it as a record in the ordinary course of business.
- F. The Violation Notice or a copy thereof shall be admissible in any subsequent administrative or judicial proceeding to the extent permitted by law.
- G. Parties shall be given notice of the adjudicatory hearing which includes the type and nature of the code violation to be adjudicated, the date and location of the adjudicatory hearing the legal authority and jurisdiction under which the hearing is to be held, and the penalties for failure to appear at the hearing.

2.62.070 - Service.

- A. Service of any Violation Notice, unless otherwise provided, shall be made as follows:
 - 1. Handing the notice to the registered owner, operator or lessee of the vehicle, if present;
 - 2. Handing the notice to the person responsible for the ordinance Violation;
 - 3. Mailing the notice by mail to the person responsible for the ordinance Violation; or
 - 4. Notice that is posted upon the property where the violation is found when the party is the owner or manager of the property.
- B. If service of notice is provided by mail for any Violation Notice or for any Hearing Notice, said service shall be deemed sent and shall be complete on the date the notice is deposited, postage prepaid, in the United States mail. The counting of any time period as set forth in the Code shall begin to run on the date the notice is deposited, postage prepaid, in the United States mail.

2.62.080 - Hearings.

All Hearings conducted under the Administrative Hearing System shall be conducted by a Hearing Officer and shall be in accordance with the following rules and procedures:

- A. A record of the Hearing shall be made by tape recording or other appropriate means;
- B. The parties may be represented by counsel, present witnesses, and cross-examine opposing witnesses;
- C. The Hearing Officer may grant continuances only upon a finding of good cause;
- D. All testimony shall be given under oath or affirmation;
- E. Parties may request the Hearing Officer to issue, and the Hearing Officer shall have the authority to issue, subpoenas to direct the attendance and testimony of relevant witnesses and produce relevant documents;
- F. The formal and technical rules of evidence shall not apply. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs;
- G. In a Hearing on the propriety of impoundment of a vehicle, any sworn or affirmed report, citation or ticket that: (a) is prepared in the performance of a law enforcement officer's duties; and (b) sufficiently describes the circumstances leading to the impoundment, shall be admissible evidence of the vehicle owner's liability, unless rebutted by clear and convincing evidence;

- H. The burden shall be upon the Village to prove by a preponderance of the evidence that the alleged violation occurred.
- I. Each Hearing shall culminate in a determination of liability or non-liability by the Hearing Officer or a determination of liability based upon the failure of the defendant to appear at the Hearing;
- J. The Hearing Officer shall, upon a determination of liability, assess fines and penalties in accordance with the Code. In addition, the Hearing Officer shall have the discretion to assess costs upon finding a defendant liable for the charged Violation. In no event shall the Hearing Officer have authority to: (a) impose a penalty of incarceration, or (b) impose a fine in excess of fifty thousand dollars. The maximum monetary fine shall be exclusive of costs of enforcement or costs imposed to secure compliance with this Code;
- K. The maximum monetary fine imposed under the Code shall be exclusive of costs of enforcement or costs incurred by the Village to secure compliance with the Village's Code and ordinances, and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the Village.

2.62.090 - Judicial review.

Any final decision by a Hearing Officer that a Violation does or does not exist shall constitute a final determination for purposes of judicial review and shall be subject to review under the Illinois Administrative Review Law (735 ILCS 5/3-101 et seq.).

2.62.100 - Debt to the Village.

Any fine, penalty or part of any fine or penalty or costs assessed in accordance with the provisions of the Code and remaining unpaid after the exhaustion of, or the failure to exhaust, administrative procedures under this Chapter and the conclusion of any judicial review procedures, shall be a debt due and owing the Village, and, as such, may be collected in accordance with applicable law.

2.62.110 - Enforcement of judgments.

- A. Any fine, other sanction, or costs imposed, or part of any fine, other sanction, or costs imposed, remaining unpaid after the exhaustion of or the failure to exhaust judicial review procedures under the Illinois Administrative Review Law are a debt due and owing the Village and may be collected in accordance with applicable law.
- B. After expiration of the period in which judicial review under the Illinois Administrative Review Law may be sought for a final determination of a code violation, unless stayed by a court of competent jurisdiction, the findings, decision, and order of the Hearing Officer may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.
- C. In any case in which a defendant has failed to comply with a judgment ordering a defendant to correct a code violation or imposing any fine or other sanction as a result of a code violation, any expenses incurred by the Village to enforce the judgment, including, but not limited to, attorney's fees, court costs, and costs related to property demolition or foreclosure, after they are fixed by a court of competent jurisdiction or a Hearing Officer, shall be a debt due and owing the Village and may be collected in accordance with applicable law. Prior to any expenses being fixed by a Hearing Officer pursuant to this subsection, the Village shall provide notice to the defendant that states that the defendant shall appear at a hearing before the administrative Hearing Officer to determine whether the defendant has failed to comply with the judgment. The notice shall set the date for such a hearing, which shall not be less than seven days from the date that notice is served. If notice is served by mail, the seven-day period shall begin to run on the date that the notice was deposited in the mail.

- D. Upon being recorded in the manner required by Article XII of the Code of Civil Procedure or by the Uniform Commercial Code, a lien shall be imposed on the real estate or personal estate, or both, of the defendant in the amount of any debt due and owing the Village under this Section. The lien may be enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction.
- E. A Hearing Officer may set aside any judgment entered by default and set a new hearing date, upon a petition filed within twenty-one days after the issuance of the order of default, if the Hearing Officer determines that the petitioner's failure to appear at the hearing was for good cause or at any time if the petitioner establishes that the Village did not provide proper service of process. If any judgment is set aside pursuant to this subsection, the Hearing Officer shall have authority to enter an order extinguishing any lien which has been recorded for any debt due and owing the Village as a result of the vacated default judgment.

2.62.120 - Schedule of fines—Penalties.

For a Violation of any Village ordinance, fines and penalties shall be as established from time to time by the President and Board of Trustees.

Chapter 2.63 - VILLAGE TRAFFIC ADMINISTRATIVE HEARING SYSTEM

2.63.010 - Purpose—Scope—Adoption of rules and regulations.

- A. The purpose of this Chapter is to provide for the administrative adjudication of vehicular violations of this Code, and defining compliance violations, and regulating vehicular standing and parking within the Village and to establish a fair and efficient system for the enforcement of this Code. The traffic administrative adjudication system set forth in this Chapter is established pursuant to Division 2.1 of the Illinois Municipal Code, 625 ILCS 5/11-208.3, and the home rule power of the Village.
- B. For the purpose of this Chapter, "compliance violation" means a violation of a municipal regulation governing the condition or use of equipment on a vehicle.

2.63.020 - Appointment—Traffic compliance administrator.

- A. The Village Manager shall appoint a Village Traffic Compliance Administrator who is authorized to:
 1. Operate and manage the system of administrative adjudication of vehicular standing, parking and compliance violations;
 2. Adopt, distribute and process standing, parking and compliance violation notices, collect money paid as fines and penalties for violations of standing, parking and compliance ordinances;
 3. Establish procedures necessary for the prompt, fair and efficient operation of the traffic administrative adjudication system;
 4. Certify copies of the final determinations of violations liability and factual reports, verifying that the final determination of violating liability was issued in accordance with this Chapter and 625 ILCS 5/11-208.3;
 5. Promulgate rules and regulations pertaining to the hearing process, the content of forms and procedures, and the daily operation of the administrative adjudication of standing, parking and compliance violations program.

2.63.030 - Appointment—Hearing officer.

- A. The Village Manager shall appoint a Hearing Officer who shall be empowered and is hereby authorized and directed to:

1. Preside over the administrative hearings established herein, as the adjudicator;
2. Administer oaths;
3. Issue subpoenas to secure the attendance of witnesses and production of relevant papers or documentation;
4. Hear testimony and accept evidence that is relevant to the existence of the code violation;
5. Assess fines and penalties for violations as established in the Village Code;
6. Make final determinations of violation liability;
7. Provide for the accurate recordation of the traffic administrative adjudication system.

2.63.040 - Violation—Penalty, costs.

- A. The violation of any provision of the traffic code prohibiting or restricting vehicular standing or parking, or establishing a compliance violation, shall be a civil offense punishable by fine only, as listed in Appendix A. Table A-2 Offenses and Fines of the Buffalo Grove Municipal Code.
- B. The hearing officer may assess hearing costs upon finding a respondent liable for a violation of any provision of the traffic code prohibiting or restricting vehicular standing or parking, or establishing a compliance violation, however in no event shall the costs of hearing exceed twenty-five dollars.

2.63.050 - Prima facie responsibility for violation and penalty—Parking violation issuance and removal.

- A. Whenever any vehicle exhibits a compliance violation or is parked in violation of any provision of the traffic code prohibiting or restricting vehicular parking or standing, any person in whose name the vehicle is registered with the Secretary of State of Illinois or such other state's registry of motor vehicles shall be prima facie responsible for the violation and subject to the penalty therefore. The Village and the Police Officer shall accurately record the state registration number of the ticketed vehicle.
- B. Whenever any vehicle exhibits a compliance violation during operation or is standing or parked in violation of any provision of the traffic code prohibiting or restricting vehicular parking or standing or regulating the condition of a parked or standing vehicle, any police officer, community service officer, or other person designated by the Police Chief observing such violation may issue a parking or compliance violation notice, and serve the notice on the owner of the vehicle by handing it to the operator of the vehicle, if the person is present, or by affixing it to the vehicle in a conspicuous place.
- C. The issuer of the notice shall specify on the notice the issuer's identification number, the particular parking or compliance ordinance allegedly violated, the make and state registration number of the cited vehicle, and the place, date and time of the alleged violation, the fine that may be assessed and shall certify the correctness of the specified information by signing the issuer's name as provided in Section 11-208.3 of the Illinois Vehicle Code, as amended.
- D. The notice shall state that vehicle immobilization and driver's license suspension (if applicable) may be imposed if the fine is not paid in full, that payment of the indicated fine shall operate as a final disposition of the violation, and information as to the availability of an administrative hearing in which the violation may be contested on its merits and the time and manner in which such hearing may be had.
- E. It shall be unlawful for any person, other than the owner of the vehicle or the owner's designee, to remove from a vehicle a parking or compliance violation notice affixed pursuant to this Chapter.

2.63.060 - Recordkeeping.

The Village Traffic Compliance Administrator shall compile and maintain complete and accurate records relating to all parking violation notices issued pursuant to this Chapter and the dispositions thereof.

2.63.070 - Grounds for administrative hearing.

- A. A person charged with a parking or compliance violation may contest the charge at any administrative hearing limited to one or more of the following grounds with appropriate evidence to support:
 - 1. That the respondent was not the owner or lessee of the cited vehicle at the time of the violation;
 - 2. That the cited vehicle or its state registration plates were stolen at the time the violation occurred;
 - 3. That the facts alleged in the parking or compliance violation notice are inconsistent or do not support a finding that the specified code section was violated;
 - 4. That the illegal condition described in the compliance violation notice did not exist at the time the notice was issued.

2.63.080 - Hearing procedure.

- A. An attorney who appears on behalf of any person shall file with the hearing officer written appearance on a form provided by the Village Traffic Compliance Administrator for such purpose.
- B. The formal and technical rules of evidence shall not apply in the conduct of the hearing.
- C. All testimony shall be given under oath or affirmation, which shall be administered by the Hearing Officer. The Hearing Officer may issue subpoenas to secure the attendance and testimony of witnesses and the production of relevant documents; provided, however, that a respondent who appears by an attorney shall not be compelled to attend the hearing and may submit their testimony, if any, by affidavit. In addition, witnesses who have not been subpoenaed to attend the hearing may submit their testimony, if any, by affidavit.
- D. No violation may be established except upon proof by a preponderance of the evidence; provided, however, that a parking or compliance violation notice, or a copy thereof, issued and signed in accordance with this Chapter shall be prima facie evidence of the correctness of the facts specified therein.
- E. The Hearing Officer may, on a showing of good cause, grant one continuance to a date certain.
- F. The Village Traffic Compliance Administrator shall cause a record to be made of each hearing, and recording devices may be used for such purpose.

2.63.090 - Hearing—Determination of liability or of no liability—Petition to set aside.

- A. Upon conclusion of a hearing under this Chapter, the Hearing Officer shall issue a determination of no liability or of a liability in the amount of the fine for the relevant violation as provided in this Code.
- B. If a person fails to respond to the violation notice and opportunity for the administrative hearing and fails to appear, a determination of liability shall be entered against the respondent pursuant to this Chapter. Such determination shall become final for purposes of judicial review under the Administrative Review Law of Illinois upon the denial or, the expiration of the time in which to file, a timely petition to set aside the determination as provided in this Chapter.
- C. Within twenty-one days from the issuance of a determination of liability pursuant to this Chapter, the person against whom the determination was entered may petition by submitting a written request to the Village Traffic Compliance Administrator to set aside the determination, provided, however, the grounds for the petition shall be limited to:

1. The person not having been the owner or lessee of the cited vehicle on the date the parking violation notice was first issued;
2. The person having already paid the fine or penalty for the parking violation in question; or
3. The person stating they never received the notice; or
4. Excusable failure, based upon criteria established by the Hearing Officer, to appear at or request a new date for a hearing. The Village Traffic Compliance Administrator shall set a hearing date and provide written notice of that date to the Petitioner.

2.63.100 - Final determination.

Final determination of violation liability shall occur following failure to pay the fine and/or penalty after a Hearing Officer's determination of violation liability, and the exhaustion of or failure to exhaust any administrative review procedures, including denial of a timely petition to set aside or failing to file the set aside petition within twenty-one days of the determination.

2.63.110 - Notice of final determination.

- A. If any fine or penalty is owing and unpaid after a determination of liability under this Code has become final, and the respondent has exhausted or failed to exhaust judicial procedures for review, the Village Traffic Compliance Administrator shall cause a Notice of Final Determination of liability to be sent to the respondent in accordance with this Chapter.
- B. Any fine and penalty, if applicable, remaining unpaid after the notice of final determination of liability is sent shall constitute a debt due and owing the Village which may be enforced in any legal manner consistent with 625 ILCS 5/11-208.3. Failure of the respondent to pay such fine or penalty may result as applicable:
 1. The immobilization of the person's vehicle for failure to pay fines or penalties for five or more parking or compliance violations; and
 2. The Village may commence a proceeding in the Circuit Court for purposes of obtaining a judgment on the final determination of violation(s).

2.63.120 - Immobilization program.

The Village Traffic Compliance Administrator is hereby authorized to direct and supervise a program of vehicle immobilization for the purpose of enforcing the standing, parking and compliance violations pursuant to Chapter 10.22.

A person may challenge the validity of the notice of impending vehicle immobilization pursuant to Section 10.22.030.

2.63.140 - Lessor of vehicle not liable for violations.

- A. In accordance with Section 11-1305 of the Illinois Vehicle Code, no person who is the lessor of a vehicle pursuant to a written lease agreement shall be liable for a violation of any standing or parking regulation of this Chapter involving such vehicle during the period of the lease if upon receipt of a notice of violation sent with one hundred twenty days of the violation, he or she shall, within sixty days thereafter, provide to the Village Traffic Compliance Administrator the name and address of the lessee.
- B. Upon receipt of a lessor's notification of the name and address of their lessee, provided pursuant to Sections 11-1305 or 11-1306 of the Illinois Vehicle Code, the Village Traffic Compliance Administrator shall cause a notice of violation to be sent to the lessee as provided for in this Chapter.

2.63.150 - Nonresident procedures.

- A. Nonresidents of this Village who have been served a vehicular standing, parking or compliance regulation violation notice, pursuant to this Chapter, may contest the alleged violation on its merits, as could a resident, or may contest the validity without personally appearing at an administrative hearing by submitting the following:
 1. Filing a written request to contest the violation notice with the Village Traffic Compliance Administrator no later than seven calendar days prior to the initial hearing. The request shall be deemed filed upon receipt by the Village Traffic Compliance Administrator and,
 2. Filing a notarized statement of facts specifying the grounds for challenging the violation notice which must be filed with the Village Traffic Compliance Administrator no later than seven calendar days prior to the initial hearing. The notarized statement of facts shall be deemed filed upon receipt by the Village Traffic Compliance Administrator.
- B. The receipt of a written request to contest and/or a notarized statement of facts after the due date or with cause, may at the discretion of Village Traffic Compliance Administrator, be accepted for hearing consideration and decision.
- C. The Village Traffic Compliance Administrator shall forward all submitted materials to the Hearing Officer for review and determination.
- D. The Hearing Officer shall make an adjudication based upon the facts set forth in the notarized statement of facts filed by the nonresident and as contained in the violation notice.
- E. Notice of the determination of the Hearing Officer shall be served upon the nonresident by first class mail, postage prepaid, addressed to the nonresident at the address set forth in the statement of facts submitted.
- F. Service of the notice of determination shall be complete on the date the notice is placed in the United States mail.

Chapter 2.70 - RECALL OF ELECTED OFFICIALS

2.70.010 - Purpose.

This Chapter shall vest the power in the electorate to recall officials elected by them so that the officials may be directly responsible for their behavior in office to the electorate.

The electorate is entitled to expect elected officials to properly discharge their responsibilities. The power of the electorate to recall should serve as an impetus to elected officials to be faithful to the public trust. It also is intended to provide an expeditious and effective means for removing from office any Elected Official who has failed to sustain such trust.

While no specific charges are required to be lodged formally against an Elected Official to subject the official to Recall Referendum, the individual reasons of each Elector for signing a Recall Petition or voting accordingly shall be deemed sufficient cause for a Recall.

2.70.020 - Short title.

This Chapter shall be known and may be cited as the "Village of Buffalo Grove Recall Ordinance."

2.70.030 - Authority.

The ordinance codified in this Chapter is adopted by the Corporate Authorities of the Village of Buffalo Grove pursuant to the Home Rule authority granted by Article VII, Section 6 of the Illinois Constitution of 1970.

2.70.040 - Definitions.

As used in this Chapter, the following terms have the meanings prescribed in this section:

- A. "Elected Official" means the Village President (Mayor), Village Trustees and the Village Clerk of the Village Board of the Village of Buffalo Grove, irrespective of whether the person holding any such office was elected, appointed to fill a vacancy, or succeeded by operation of law. However, in the event the Village of Buffalo Grove adopts another form of municipal government, "Elected Official" shall mean all officials holding offices regularly filled by election under such form of government.
- B. "Local Electoral Board" shall consist of the municipal officers designated as the municipal officers electoral board in the Illinois Election Code (10 ILCS 5/10-9(3)) relating to the election of municipal officers, namely the Village President, Village Clerk and Senior Trustee. However, whenever a Recall Petition comes before the Local Electoral Board in which a member of the Local Electoral Board is a subject of the Recall Petition, that member shall be disqualified to serve on the Local Electoral Board and be replaced in the manner provided in the Illinois Election Code (10 ILCS 5/10-9).
- C. "Senior Trustee," for the purpose of service on the Local Electoral Board under this Chapter, shall be the Village Trustee who has served the greatest number of years. However, if two or more Village Trustees are of the same seniority, then the Senior Trustee shall be determined by a drawing of blind lots by those Village Trustees, to be administered by the Village Manager and witnessed by the other members of the Local Electoral Board.
- D. "Elector" means any person registered to vote under the laws of the State of Illinois whose residence from which he or she is registered to vote lies within the corporate boundaries of the Village of Buffalo Grove.

2.70.050 - Recall of elected officials.

- A. Elected Officials shall hold office subject to the right of recall vested by this Chapter in the Electors of the Village of Buffalo Grove. Any Elected Official may be recalled and removed from office by majority vote of the Electors at a Recall Referendum initiated as provided in this Chapter.
- B. The proposition for recall of an Elected Official shall be in the following form:

Shall (name of Elected Official) be recalled and removed from the office of (Title of Office) of the Village of Buffalo Grove? YES/NO

- C. The conduct of a Recall Referendum, Recall Petition and any challenge to a Recall Petition or the outcome of a Recall Referendum shall conform with the provisions of the Illinois Election Code relating to the election of municipal officers and the submission of public questions and as supplemented by this Chapter.
- D. If a majority of the Electors voting on the proposition for recall of an Elected Official vote in favor of such recall, the Elected Official shall be removed from office.
- E. The removal from office shall be effective immediately upon the official proclamation of such vote on the recall proposition, notwithstanding any contest of the results of such vote which may be brought in the Circuit Court.
- F. If the result of an affirmative vote on a recall proposition is reversed by final order of any court of competent jurisdiction, the recalled official shall thereupon be restored to office, and all rights appurtenant thereto shall be restored and shall relate back to the date of removal as if such official had not been removed upon such final order. Any interim appointment to fill the vacancy created by the recall shall thereupon be terminated. However, any official actions taken by the Village with or by

such interim appointee and all official actions done by such interim appointee shall be valid and binding.

- G. If the result of a negative vote finding the official should not be recalled on a recall proposition is reversed by a final order of any court of competent jurisdiction, the official shall be removed from office as of the date of such final order.

2.70.060 - Recall procedures—Initiation—Limitations—Timing.

- A. A Recall Referendum shall be initiated by the filing of a Notice of Intention to Recall and subsequent Recall Petition in the office of the Village Clerk, with the date and time of filing to be indicated on the Notice of Intention to Recall and the Recall Petition by the Village Clerk upon receipt.
- B. A Notice of Intention to Recall which names an Elected Official must be filed by an Elector, in accordance with the requirements of Section 2.70.070 of this Chapter, prior to any circulation of any Recall Petition against such Elected Official. A Notice of Intention to Recall shall be filed in the office of the Village Clerk not more than two hundred nor less than one hundred ninety calendar days prior to the day of election. No Recall Petition may be circulated more than ninety calendar days preceding the last day provided for the filing of such Recall Petition with the office of the Village Clerk. The last day for filing a Recall Petition with the office of the Village Clerk shall be not less than one hundred calendar days prior to the date of election. The ninety-day period for circulating the Recall Petition may not be extended by the filing of subsequent Notice(s) of Intention to Recall.
- C. A Notice of Intention to Recall may name only one Elected Official. A Recall Petition may name only one Elected Official. However, more than one Elected Official may be subject to recall at any election.
- D. A Recall Petition must be signed by Electors numbering not less than thirty-three percent of the average of the ballots cast in the last two preceding Municipal elections at which a Village Trustee was elected by the voters of the Village of Buffalo Grove, but not less than one thousand. However, if a Recall Referendum has been conducted against an Elected Official, any subsequent Recall Petitions against the same Elected Official during the same term of office must be signed by Electors numbering not less than fifty percent of the average of the ballots cast at the last two preceding Municipal elections at which a Village Trustee was elected by the voters of the Village of Buffalo Grove, but not less than one thousand five hundred.
- E. An identical, short and concise statement of reason(s) for recall shall be included on the Notice of Intention to Recall and the Recall Petition.
- F. An Elected Official may not be recalled during the last six months of the term of office of such Elected Official. No Notice of Intention to Recall may be filed against any Elected Official if, at the time permitted for the filing of said Notice, the date of the next earliest Regular election permitted by law at which a Recall Referendum could occur is less than six months from the end of the term of office of such Elected Official. For purposes of computing the last six months of the term of office of such Elected Official, the date on which the term of office ends shall be deemed to be the date of the next Municipal election.

2.70.070 - Notice of intention to recall—Form—Filing requirements.

- A. The form of Notice of Intention to Recall shall be substantially as follows:

VILLAGE OF BUFFALO GROVE, ILLINOIS
NOTICE OF INTENTION TO RECALL

Notice is hereby given to the citizens of the Village of Buffalo Grove, Illinois, that Recall Petitions will be circulated requesting that a Recall Referendum be held to remove the following official of the Village of Buffalo Grove from their term of office for the following reason(s):

Name of Elected Official	Title of Office

Circulation period ends _____, ____

Filed By:	(Name of Elector)
	(Address)

B. A Notice of Intention to Recall must be filed together with a proof of service attached to a copy thereof in substantially the following form:

PROOF OF SERVICE OF NOTICE OF INTENTION TO RECALL

I, _____, an Elector of the Village of Buffalo Grove, did this day (or within two (2) days prior to filing of said Notice) mail a true copy of the attached Notice of Intention to Recall to the Elected Official named below at their residence, by registered or certified mail, return receipt requested, with all postage and fees properly paid and affixed, as follows:

Name of Elected Official	Address

SWORN UNDER PENALTY OF LAW:

(Signature of Elector)

(Address)

SUBSCRIBED and SWORN to (or affirmed) before me this _____ day of _____, ____

Notary Public's Signature
(Seal)

C. No Notice of Intention to Recall shall be valid or shall be accepted for filing by the Village Clerk unless filed with the proof of service required in subsection B of this Section.

- D. Upon the filing of a Notice of Intention to Recall, the Village Clerk shall, as soon as possible, but no later than ten calendar days after such filing, cause such Notice of Intention to Recall to be printed in a newspaper of general circulation in the Village of Buffalo Grove. A defect in such publication or a failure to publish shall be nonfeasance of office as to the Village Clerk, but shall not be grounds for challenging any Recall Petition or Recall Referendum pursuant to the notice.

2.70.080 - Recall Petitions.

- A. Recall Petitions may be signed only by Electors and in their own hand. Each Elector signing a Recall Petition must write their residence address. An Elector may sign a Recall Petition only once.
- B. Recall Petitions shall be in substantially the following form:

VILLAGE OF BUFFALO GROVE, ILLINOIS

RECALL PETITION

We, the undersigned qualified voters of the Village of Buffalo Grove hereby petition for a Recall Referendum for the recall and removal of (name of Elected Official) from the office of (Title of Office) of the Village of Buffalo Grove, and that the recall proposition, stated below, be submitted to the Electors of the Village of Buffalo Grove in the manner required by the Village of Buffalo Grove Recall Ordinance.

The Elector initiating this Petition cites the following reason(s) for the proposed recall of the Elected Official named above:

Shall (name of Elected Official) be recalled and removed from the office of (Title of Office) of the Village of Buffalo Grove? YES/NO

	Name (Voter's Signature)	Street Address	Village	County
1				
2				

- C. Each sheet of the Recall Petition shall have the following statement appended to it by the circulator of the Recall Petition, who shall be an Elector in the Village of Buffalo Grove:

I, (Circulator's Name), a registered voter of the Village of Buffalo Grove, hereby certify that I reside at (street address) in the Village of Buffalo Grove, Illinois 60089, County of _____, that I am 18 years of age or older, that I am a citizen of the United States, and that each of the signatures on this sheet were signed in my presence, are genuine and that to the best of my knowledge and belief the persons so signing were at the time of signing registered voters of the Village of Buffalo Grove, that the respective residences are correctly stated and that none were placed on said Recall Petition prior to the date set forth in the Village of Buffalo Grove Recall Ordinance.

(Circulator's Signature)

SUBSCRIBED and SWORN to (or affirmed) by (Name of Circulator) before me this _____ day of _____,

Notary Public's Signature
(Seal)

- D. A Recall Petition shall consist of printed or typewritten sheets reproduced to be the same size and shall contain the same heading. A Recall Petition may be circulated in separate parts, but the separate parts shall be bound together and filed as one instrument. The several pages of a Recall Petition shall be consecutively numbered and securely bound together at the top or on one side, and each page shall contain the affidavit of the circulator as provided in subsection C of this Section.

2.70.090 - Review, certification and challenges to Recall Petitions.

- A. By noon on the second business day following filing of a Recall Petition, the Village Clerk shall cause a copy of the Recall Petition to be delivered to the Elected Official who is the subject of the Recall Petition.
- B. In accordance with the State Election Code (10 ILCS 5/10-8), a Recall Petition shall be deemed valid unless objection thereto is made in writing within five business days after the last day for filing the Recall Petition.
- C. Upon expiration of the period for filing objections, if no timely objection is filed with regard to a Recall Petition, and not later than three business days thereafter, the Village Clerk shall request that the agenda for the next Village Board meeting include adoption of an ordinance authorizing that a Recall Referendum question be placed on the ballot for the next earliest Regular election (including a general election, general primary election, consolidated election and consolidated primary election regularly scheduled pursuant to Article 2A of the State Election Code (10 ILCS 5/1-3, 10 ILCS 5/2A-1 et seq.)) permitted by law which is not less than sixty-five calendar days from the date of the ordinance.
- D. If one or more timely objections are filed with regard to a Recall Petition, the Village Clerk shall by noon on the second business day following the expiration of the filing period: (a) cause copies of the Recall Petition and objector's petition to be delivered to the chairperson of the Local Elected Board; and (b) cause a copy of the objector's petition to be delivered to the Elector who filed the Notice of Intention to Recall.
- E. The Local Elected Board shall conduct a hearing and render a decision with regard to each filed objection to a Recall Petition, in accordance with the State Election Code (10 ILCS 5/10-10). The hearing shall be held no sooner than three nor later than five calendar days after receipt of the Recall Petition and objector's petition by the chairperson of the Local Elected Board.
- F. The Local Elected Board shall render a decision on each filed objection to a Recall Petition within seven calendar days after closing its initial hearing. If more than one separate Recall Petition is directed at the same Elected Official, each such Recall Petition shall be treated separately and independently. An Elector's signature appearing on more than one Recall Petition shall be valid as to each such separate Recall Petition. An Elector, however, may be counted only once as to any single Recall Petition.
- G. If the Local Elected Board determines that a Recall Petition is invalid or insufficient, it shall so certify. Such certification shall be a final order and shall be entered upon the records of the Village and no Recall Referendum shall be held, unless such determination is reversed by a final order of a Court of competent jurisdiction.

- H. If the Local Elected Board determines that a Recall Petition is valid and sufficient, it shall so certify. A Recall Petition that is determined to be valid and sufficient shall be certified by the Local Elected Board to the Village Clerk. Such certification shall be a final order and shall be entered on the records of the Village.
- I. If the Local Electoral Board determines that a Recall Petition is valid and sufficient, and not later than three calendar days thereafter, the chairperson of the Local Electoral Board shall request that the agenda for the next Village Board meeting include adoption of an ordinance authorizing that a binding Recall Referendum question be placed on the ballot for the next earliest Regular election (including a general election, general primary election, consolidated election and consolidated primary election regularly scheduled pursuant to Article 2A of the State Election Code (10 ILCS 5/1-3, 10 ILCS 5/2A-1 et seq.)) permitted by law which is not less than sixty-five calendar days from the date of the ordinance.

2.70.100 - Recall referenda.

- A. If a Recall Petition is filed, which is not deemed invalid by the Local Election Board, the Village Board shall adopt an ordinance authorizing that a binding Recall Referendum question be placed on the ballot for the next earliest Regular election (including a general election, general primary election, consolidated election and consolidated primary election regularly scheduled pursuant to Article 2A of the State Election Code (10 ILCS 5/1-3, 10 ILCS 5/2A-1 et seq.)) permitted by law which is not less than sixty-five calendar days from the date of the ordinance.
- B. Upon passage of the appropriate ordinance authorizing a binding Recall Referendum question to be placed on the ballot, and not later than three calendar days thereafter, the Village Clerk shall certify the referendum question to the County Clerk.
- C. A party aggrieved of the decision of the Local Electoral Board may seek judicial review in accordance with the State Election Code (10 ILCS 5/10-10.1). The pendency of a request for judicial review, however, shall not preclude or prevent compliance with subsections A and B of this Section.
- D. Notwithstanding the foregoing provisions of this Chapter, a Recall Referendum shall not be held if the Elected Official who is the subject of a Recall Petition resigns from office prior to the scheduled date of the Recall Referendum.

2.70.110 - Filling vacancies created by recall.

If a majority of votes cast shall be in favor of the recall of the named Elected Official, the office shall be declared vacant and the office shall then be filled in the manner provided by law for the filling of a vacancy. The Village Clerk shall certify the Recall Referendum proposition to the proper election officials as may be required by the election laws of the State of Illinois.

2.70.120 - Defense of legal action related to recall.

In the event an Elected Official being the subject of the recall takes legal action against the Village and/or its elected or appointed officials as a result of the recall, no Municipal funds shall be expended on behalf of the Elected Official who is the subject of the recall in prosecuting such legal action.

Chapter 2.74 - DIGITAL DATA STANDARDS

2.74.010 - Purpose.

It is the goal of the Village to create, maintain, and/or refine existing GIS data, and the submission of such documents in an appropriate digital data format to facilitate ready reference and access to such documents to support sound decision making, to facilitate the production of such documents pursuant to

the Illinois Freedom of Information Act when not exempt from production, and to improve the foundation of the geographic information systems in which the Village participates.

2.74.020 - Digital data submissions required.

Any party submitting plans, drawings, plats, and/or surveys for the purpose of seeking any Village permit, permission, or approval shall be required to submit digital versions of such documents, and of all revisions and final forms thereof, if approved by the Village.

2.74.030 - Ties to datum required.

Digital documents shall be tied to the Illinois state plane coordinate system as defined by the North American datum of 1983 (NAD83), and mean sea level as defined by the North American vertical datum of 1988 (NAVD88). At least two control points shall be clearly identified within each document.

2.74.050 - Processing fee required for nondigital submissions.

Any party who, for any reason, does not, cannot, or will not provide digital data submittals in accordance with the standards required by this Chapter shall be charged a document processing fee per document of two times the hourly rate for the Village staff member or consultant who digitizes said document(s) from nondigital source documents. The document processing fee required by this Section may be waived for a specific document or documents by the Village Manager, or their designee, but only in the event they find that there will be no significant public benefit provided to the Village by the conversion of such document(s) into an acceptable geospatial digital data format as otherwise required by this Section.

2.74.060 - Preemption.

The standards and requirements of this Chapter shall prevail, govern and control, notwithstanding any and all other provisions of this Code or any other Village ordinance to the contrary unless the Village Manager determines to do so would cause an undue hardship.

APPENDIX A
Table A-2 Offenses and Fines

Chapter/Section	Title/Offenses	Minimum Fine/Fine Paid Before Hearing	Maximum Fine*	Minimum Fine - Must Appear at Hearing
Chapter 3.52	Municipal Commuter Station Parking Lot Fees			
3.52.020	Failure to Pay Daily Parking Fee—Metra	\$25	\$50	
3.52.040	Resident Parking Only Violation—Metra	\$25	\$50	
3.52.055	Failure to Pay Daily Parking Fee—Township	\$25	\$50	
Chapter 5.20	Liquor Controls			
5.20.190.A	Alcohol underage/possession/consumption			\$150
5.20.190.B. and C.	Alcohol sale, give, or deliver to underage			\$250
5.20.192	Social Hosting Responsibility	\$1,000 first violation	\$2,000 each subsequent violation	
Chapter 5.24	Solicitors			
5.24.020	Soliciting without a permit			\$100
5.24.080	Soliciting-Failure to leave when requested			\$100
5.24.090	Soliciting where posted "No Soliciting"			\$100
5.24.100	Soliciting in violation of soliciting hours/days			\$100
Chapter 5.32	Tobacco			
5.32.090	Sale/delivery of tobacco products to person under 21 years of age			\$125
5.32.105	Possession of tobacco products by person under 18 <u>21</u> years of age			\$100
Chapter 5.40	Hours of Operation Adjacent to Residential Areas			
5.40.040	Violation of Hours of Operation requirements	\$75		
Chapter 6.12	Care and Control			
6.12.010	No Rabies Vaccination—1st Violation	\$50		
6.12.010	No Rabies Vaccination—2nd Violation	\$75		
6.12.010	No Rabies Vaccination—3rd Violation	\$100		

6.12.020	No Dog or Cat License	\$100		
6.12.060	Failure to Remove Excrement—1st Violation	\$50		
6.12.060	Failure to Remove Excrement—2nd Violation	\$75		
6.12.060	Failure to Remove Excrement—3rd Violation	\$100		
6.12.070	Dog or Cat at Large—1st Violation	\$50		
6.12.070	Dog or Cat at Large—2nd Violation	\$75		
6.12.070	Dog or Cat at Large—3rd Violation	\$100		
6.12.080	Excessive Number of Animals—1st Violation	\$50		
6.12.080	Excessive Number of Animals—2nd Violation	\$75		
6.12.080	Excessive Number of Animals—3rd Violation	\$100		
6.12.090	Prohibited Animal—1st Violation	\$50		
6.12.090	Prohibited Animal—2nd Violation	\$75		
6.12.090	Prohibited Animal—3rd Violation	\$100		
6.12.120	Found to be potentially dangerous animal	\$75		
6.12.150.D	Excessive Dog Barking—1st Violation	\$50		
6.12.150.D	Excessive Dog Barking—2nd Violation	\$75		
6.12.150.D	Excessive Dog Barking—3rd Violation	\$100		
Chapter 8.20	Refuse			
8.20.020	Lack of required refuse service	\$50		
8.20.030	Littering	\$100		
8.20.070	Garbage—Out Too Early	\$25		
8.20.090	Garbage—Unsecured	\$25		
8.20.100	Illegal Dumping/Burning	\$50		
Chapter 8.24	Nuisances and Miscellaneous Health Laws			
8.24.020	Stagnant water creating mosquito nuisance	\$50		
8.24.060	Pest infestation—Insects	\$50		
8.24.070	Pest infestation—Rodents	\$50		
8.24.110	Use Constituting Nuisance	\$50		
Chapter 8.32	Weeds, Grass, Refuse and Junk			
8.32.010.A	Weeds in Excess of 12 Inches	\$50		
8.32.010.B	Grass in Excess of 6 Inches	\$50		
Chapter 9.04	Alarm Systems			
9.04.020	No Valid Alarm Permit	\$25		

Chapter 9.16	Buffalo Grove Controlled Substances Adoption by reference of the Illinois Cannabis Regulation and Tax Act (ICRTA)			
ICRTA 10-5 9.16.020.A - For residents of the State of Illinois	Possession of Cannabis (over 30 grams of cannabis flower)	\$150	\$250	
ICRTA 10-5, 10-10 9.16.020.B - For residents of the State of Illinois	Possession of Adult Use Cannabis with more than 500 milligrams of THC contained cannabis-infused product	\$150	\$250	
ICRTA 10-5, 10-10 9.16.020.C - For residents of the State of Illinois	Possession of more than 5 grams of cannabis concentrate	\$150	\$250	
ICRTA 10-5, 10-10 9.16.020.D - For residents of the State of Illinois	Possession of Adult Use Cannabis of persons under 21	\$150	\$250	
ICRTA 10-5, 10-10 9.16.020.E - For nonresidents of the State of Illinois	Possession of Cannabis (over 15 grams of cannabis flower)	\$150	\$250	
ICRTA 10-5, 10-10 9.16.020.F - For nonresidents of the State of Illinois	Possession of Adult Use Cannabis with more than 250 milligrams of THC contained in cannabis-infused product	\$150	\$250	
ICRTA 10-5, 10-10 9.16.020.G - For nonresidents of the State of Illinois	Possession of more than 2.5 grams of cannabis concentrate	\$150	\$250	
ICRTA 10-5, 10-10 9.16.020.H - For nonresidents of the State of Illinois	Possession of Adult Use Cannabis of persons under 21	\$150	\$250	
ICRTA 10-5, 10-10, 10-15 9.16.020.I	Possession, consumption, use, purchase, obtaining, transporting, or cultivating cannabis not otherwise in accordance with ICRTA	\$150	\$200	
ICRTA 10-5, 10-20 9.16.020.J	Use of false identification to obtain cannabis	\$150	\$250	
ICRTA 10-20, 10-35 9.16.020.K	Sale, transferring and/or facilitation the use of Cannabis not in conformance with ICRTA	\$150	\$250	

ICRTA 10-35 9.16.020.L	Undertaking tasks, possession, use, smoking, operating, navigating or being in actual physical control of any motor vehicle, aircraft or motorboat while using cannabis in violation of the Illinois Vehicle Code	\$150	\$250	
ICRTA 10-35 9.16.020.M	Possession and/or consumption in a prohibited public place and/or otherwise in violation of State statute	\$150	\$250	
Chapter 9.17	Drug Paraphernalia			
9.17.020	Possession/sale of drug paraphernalia	\$100		
Chapter 9.28	Disorderly Conduct			
9.28.010	Disorderly conduct			\$100
9.28.010.C	Possession of fireworks	\$150		
9.28.025	Public Nuisance Assemblage/Social Host	\$100		
Chapter 9.32	Smoking in Public Places			
9.32.020	Smoking in Enclosed Public Place	Not less than \$150 1st violation		
9.32.030	Smoking in Place of Employment	Not less than \$150 1st violation		
9.32.040	Smoking in Open Air Dining Area	Not less than \$150 1st violation		
9.32.050	Smoking at Entrance	Not less than \$150 1st violation		
Chapter 9.38	Noise			
9.38.020	Noise Prohibited	\$75		
9.38.030	Noise within a multifamily structure	\$100		
9.38.037	Construction regulations—Hours of work (Property owners)	\$100		
9.38.037	Construction regulations—Hours of work (Contractors or other non-property owners)	\$750		
Chapter 9.48	Trespass and Damage to Property			
9.48.020	Trespass			\$150
9.48.030.A.	Damage to Village Property			\$150
9.48.040	Graffiti			\$150
Chapter 9.52	Theft			
9.52.020	Theft			\$200
9.52.020	Retail theft			\$250

Chapter 9.68	Curfew			
9.68.010	Curfew			\$100
Chapter 9.70	Truancy			
9.70.010	Truancy			\$100
Chapter 9.80	Weapons			
9.80.010	Air rifle/BB gun/Gun discharge			\$100
Chapter 10.08	Snow			
10.08.010	Parking— After 2-inch Snow	\$25	\$50	
10.08.020	Dumping Snow in Street	\$25	\$50	
Chapter 10.16, Section 10.16.010	Buffalo Grove Vehicle and Traffic Code. Adoption by Reference of the Illinois Vehicle Code (IVC)			
5/3-401	No valid registration	\$50	\$75	
5/3-413(a)	No front/rear registration plate	\$50	\$75	
5/3-413(b)	Improper display of license plate	\$50	\$75	
5/3-413(f)	Operation of vehicle w/expired registration	\$50	\$75	
5/3-413(g)	Use of license plate cover	\$50	\$75	
5/3-701	Inoperable odometer under mileage plates	\$50	\$75	
5/1-100 et seq.	Miscellaneous Traffic Code Violations	\$50	\$75	
5/11-1003(a)	Jay Walking	\$25	\$50	
5/11-1301.3	Handicapped Zone Parking	\$250	\$375	
5/11-1303.(a).1.b.	Parked Blocking Sidewalk	\$25	\$50	
5/11-1303.(a).2.b.	Parked Within 15 feet of Fire Hydrant	\$25	\$50	
5/11-1303.(a).2.c.	Parked Within 20 feet of Crosswalk	\$25	\$50	
5/11-1303.(a).2.d.	Parked Within 30 feet of Traffic Control Device	\$25	\$50	
5/11-1303.(a).3.b.	Parking Where Prohibited	\$25	\$50	
5/11-1303.(a).3.b.	Parking in Loading Zone	\$25	\$50	
5/11-1304.a.	Parking over 12 inches from Curb	\$25	\$50	
5/11-1304.a.	Parking— Left Wheels to Curb	\$25	\$50	
5/11-1304.5	Parking of Vehicle With Expired Registration	\$25	\$50	
5/6-112	Driver's license not on person	\$50	\$75	
5/6-116	Failure to notify Secretary of State— Change of address	\$50	\$75	
5/12-713	Improperly marked vehicles— Contractor	\$50	\$75	
5/12-101	Unsafe equipment	\$50	\$75	
5/12-201(a)	Driving motorcycle w/out lighted headlight	\$50	\$75	

5/12-201(b)	Driving w/out lights when required	\$50	\$75	
5/12-201(b)	Only one taillight	\$50	\$75	
5/12-201(c)	No rear license plate light	\$50	\$75	
5/12-204	Improper lamp or flag on projected load	\$50	\$75	
5/12-207	Improper use of spot lamp/aux driving lamps	\$50	\$75	
5/12-208	No stop lights	\$50	\$75	
5/12-209(c)	Defective back-up lights	\$50	\$75	
5/12-210	Failure to dim headlights	\$50	\$75	
5/12-211	Only one headlight	\$50	\$75	
5/12-301	Defective brakes	\$50	\$75	
5/12-405(c)	Use of unsafe tire	\$50	\$75	
5/12-502	No rear-view mirror	\$50	\$75	
5/12-503(a)	Illegally Tinted Windows	\$50	\$75	
5/12-503(c)	Obstructed windshield	\$50	\$75	
5/12-503(d)	Obstructed windows—Snow, ice, moisture	\$50	\$75	
5/12-503(d)	No windshield clearing device (wipers)	\$50	\$75	
5/12-601(a)	Defective or no horn	\$50	\$75	
5/12-602	Loud muffler—Excessive noise	\$50	\$75	
5/12-603.1	Failure to Wear Properly Adjusted Seat Belt	\$50	\$75	
5/12-608	No bumper or unlawful bumper height	\$50	\$75	
5/12-610.2	Use of Mobile Telephones	\$50		
5/12-611	Illegal operation of sound amplification—75'	\$50	\$75	
5/12-702	No flags, flares, warning devices carried	\$50	\$75	
5/12-710	Inadequate or no splash guards (mud flaps)	\$50	\$75	
Title 10, Chapter BG-4	Towing			
BG-4-101.E.1.	Abandoned vehicle over 7 days	\$25	\$50	
Title 10, Chapter BG-11	Rules of the Road			
BG-11-1303.C.1.	Parking on Parkway or Median	\$25	\$50	
BG-11-1303.C.2.b.	Parking—Blocking Driveway	\$25	\$50	
BG-11-1303.C.2.c.	Parking in Posted Fire Lane	\$25	\$50	
BG-11-1308.1.	Parking on Street 2 am to 6 am	\$25	\$50	
BG-11-1311	Selling Vehicle on Street	\$25	\$50	
Chapter 12.20	Trees, Shrubs, and Other Plants			

12.20.070	Trees/vegetation obstructing public sidewalks	\$100		
12.20.080	Trees/vegetation creating visual obstructing	\$100		
Chapter 13.04	Waterworks and Sewerage System			
13.04.090	Unauthorized use – Fire Hydrant	\$1000		
Chapter 13.05	Water System Cross-connection Control			
13.05.110. A.2.	Inspection and maintenance – 1 st violation	\$150		
13.05.110. A.2.	Inspection and maintenance – 2 nd violation	\$200		
13.05.110. A.2.	Inspection and maintenance – 3 rd violation	\$250		
Chapter 13.16	Water Conservation			
13.16.020	Sprinkling Ban Violation (12:00—6:00 p.m.)	\$100		
Title 14	Sign Code			
14.12.010	Signs Installed without a Permit	\$50		
14.32.060	Signs Placed in the Public Right-of-Way	\$50		
Chapter 15.04, Section 15.04.010	International Building Code. Adoption by Reference of the International Building Code (IBC)			
IBC 105.1	Failure to secure required permit (Commercial)	\$200		
Chapter 15.05, Section 15.05.010	International Residential Code One- and Two-Family Dwellings. Adoption by Reference of the International Residential Code One- and Two-Family Dwellings (IRC)			
IRC 105.1	Failure to secure required permit (Residential)	\$50		
Chapter 15.06, Section 15.06.010	Property Maintenance Code. Adoption by Reference of the International Property Maintenance Code (IPMC)			
IPMC 302.8, as amended	Parking on non-approved surface/grass/lawn	\$50		
IPMC 302.8, as amended	Unlicensed vehicle	\$100		
IPMC 302.8, as amended	Vehicle in a state of disrepair	\$75		
IPMC 304	Property in disrepair	\$75		
IPMC 307	Junk/Garbage/Debris on property	\$75		

Chapter 15.12	Plumbing Code			
15.12.030	Downspout and sump pump discharges	\$75		
Chapter 15.20	Fence Code			
15.20.100	Fence in Disrepair	\$100		
Chapter 15.36	Residential Rental Housing Program			
15.36.040	Renting property without a license			\$100
15.36.060	Failure to schedule/allow rental inspection			\$100
Chapter 17.12	Definitions			
17.12.230	Use or occupancy of a One-Family Dwelling by more than one family			\$25
Chapter 17.28	Special Uses			
17.28.080	Adult Use Cannabis Business Organizations		\$750/day	
17.28.080	Cultivation, craft growing, infusing and/or transporting adult use cannabis in violation of the Cannabis Regulation and Tax Act		\$750/day	
ICRTA 15 et seq. 17.28.080	Operating a cannabis dispensary in violation of ICRTA	\$100	\$250	
Chapter 17.36	Driveways and Off-Street Parking and Loading Facilities			
17.36.030	Improper Recreational Vehicle Parking	\$50		
17.36.030	Improper parking of a commercial vehicle/Residential District	\$25		
17.36.030	Oversized Vehicle	\$25		
17.36.030	Improperly maintained parking lots	\$50		
17.36.030	Improperly marked accessible parking spaces	\$50		

* The Illinois Vehicle Code (IVC)(625 ILCS 5/1-100 et seq.) has been adopted by reference as the Traffic Code of the Village pursuant to Chapter 10.16 of the Buffalo Grove Municipal. Additions to the IVC, as adopted, are set forth in Chapter BG-1 through BG-16 of the Buffalo Grove Municipal Code. The Traffic Code of the Village corresponds in numbering sequence to the Illinois Vehicle Code.

* Fines are exclusive of hearing costs. Daily fines are possible where permissible by law. Where a Maximum Fine is not listed the Maximum Fine shall be subject to Section 1.08.010 of the Buffalo Grove Municipal Code.



Action Item : Public Hearing- First Amendment to the Annexation Agreement for the Property at 15989 & 16051 Deerfield Parkway

Recommendation of Action

Staff recommends that the Village Board open the public hearing and take testimony concerning the first amendment to the annexation agreement. Once all testimony has been received and the Village Board has discussed the terms of the changes, the public hearing can remain open until the amendment is voted upon later on the agenda.

On January 18, 2022, the Village Board approved Ordinance 2022-10 approving an annexation agreement for the redevelopment of the property into 120 apartments. Pursuant to the terms of the annexation agreement, MZ was required to close on the property by December 31, 2022. Due to unforeseen delays with obtaining easements for cross access and utilities, MZ is requesting an amendment to the agreement to allow for a 6-month extension (June 30, 2023) to close.

ATTACHMENTS:

- BOT Memo Regarding Public Hearing (DOCX)
- Final Draft of the First Amendment (DOCX)
- Approved Annexation Agreement (PDF)

Trustee Liaison
Johnson

Staff Contact
Chris Stilling, Community Development

Monday, December 5, 2022

VILLAGE OF BUFFALO GROVE



DATE: December 1, 2022

TO: President Beverly Sussman and Trustees

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: **Public Hearing** Regarding a First Amendment to the Annexation Agreement for 15989 and 16051 Deerfield Parkway

STAFF RECOMMENDATION

Staff recommends that the Village Board open the public hearing and take testimony concerning the first amendment to the annexation agreement. Once all testimony has been received and the Village Board has discussed the terms of the changes, the public hearing can remain open until the amendment is voted upon later on the agenda.

BACKGROUND

MZ Capital Partners (MZ) is the contract purchaser of the unincorporated 8.98 acre industrial property located at 15989 and 16051 Deerfield Parkway. On January 18, 2022, the Village Board approved Ordinance 2022-10 approving an annexation agreement for the redevelopment of the property into 120 apartments. Pursuant to the terms of the annexation agreement, MZ was required to close on the property by December 31, 2022. Due to unforeseen delays with obtaining easements for cross access and utilities, MZ is requesting an amendment to the agreement to allow for a 6-month extension (June 30, 2023) to close. MZ believes this matter should be resolved by June 30, 2023. All other terms of the agreement would remain unchanged.

**FIRST AMENDMENT TO
ANNEXATION AGREEMENT
16051 DEERFIELD PARKWAY
MZ CAPITAL ACQUISITIONS, LLC**

This First Amendment to Annexation Agreement (hereinafter referred to as the "Amendment") made and entered into this 5th day of December, 2022, by and between the VILLAGE OF BUFFALO GROVE (hereinafter referred to as "Village") by and through the President and Board of Trustees of the Village (hereinafter collectively referred to as the "Corporate Authorities") and MZ Capital Acquisitions, LLC, 400 Skokie Blvd, Suite 580, Northbrook, IL 60062 (hereinafter referred to as "Developer") and Chicago Title Land Trust Company, as successor trustee to Michigan Avenue National Bank of Chicago, as trustee UTN 2139 (hereinafter referred to as "Owner")

WITNESSETH:

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

WHEREAS, pursuant to the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers, on _____, 2022, the parties entered into a certain Annexation Agreement ("the Agreement") after a public hearing was held thereon pursuant to notice as provided by Statute; and,

WHEREAS, paragraph 26 of the Agreement provides that If the Developer fails to close on the Property on or before December 31, 2022, all rights and benefits of this Agreement and the approved Planned Unit Development and Rezoning Ordinances as define therein shall not be given to the Owner and the Property this Agreement shall be null and void; and

WHEREAS, the Owner and Developer have requested that the Agreement be amended to extend the date by which Developer is required to close on the Property in order to avoid the Agreement becoming null and void; and

WHEREAS, pursuant to the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers, a proposed First Amendment to Annexation Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by Statute; and,

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

1. Applicable Law. This Amendment is made pursuant to and in accordance with the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers. The preceding whereas clauses are hereby made a part of this Amendment.

2. Term of Agreement. Paragraph 26 of the Agreement is hereby amended to extend the date by which if the Developer fails to close on the Property, all rights and benefits of the Agreement and the approved Planned Unit Development and Rezoning Ordinances shall not be given to the Owner and the Property the Agreement shall be null and void, from December 31, 2022 to June 30, 2023.

3. Scope of Amendment. Except as specifically provided herein, the Agreement shall remain unmodified and in full force and effect.

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

VILLAGE OF BUFFALO GROVE

By _____

Beverly Sussman, Village President

ATTEST:

By _____

VILLAGE CLERK

OWNER/DEVELOPER:

MZ Capital Acquisitions, LLC

By _____

Printed Name and Position

OWNER/DEVELOPER:

By _____

Printed Name and Position

This document prepared by: Patrick Brankin
Schain, Banks, Kenny & Schwartz, Ltd.
70 W. Madison Street, Suite 5300
Chicago, IL 60602

Mail to:

Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

ORDINANCE NO. 2022-10

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
15989 AND 16051 DEERFIELD PARKWAY

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

WHEREAS, there has heretofore been submitted to the Corporate Authorities of the Village of Buffalo Grove a petition to annex the property legally described in Exhibit A hereto; and,

WHEREAS, there has been submitted to the Corporate Authorities of the Village of Buffalo Grove an Annexation Agreement; and,

WHEREAS, proper and due notice of the public hearing on January 18, 2022 concerning said Annexation Agreement and zoning have been given and the public hearing was held; and,

WHEREAS, it is determined to be in the best interest of the Village of Buffalo Grove to approve said Annexation Agreement.

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

Section 1. The Annexation Agreement, a copy of which is attached hereto and made a part hereof as Exhibit B, is approved.

Section 2. The President and Clerk of the Village are hereby authorized to execute said Agreement on behalf of the Village of Buffalo Grove.

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

NAYES: 0 – None

ABSENT: 0 – None

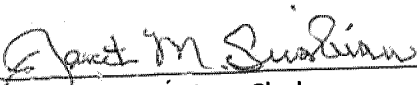
PASSED: January 18, 2022

APPROVED: January 18, 2022

APPROVED:


 Beverly Sussman Village President

ATTEST:


Janet M. Sirabian, Village Clerk

This document was prepared by:

Christopher Stilling
Deputy Village Manager
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL60089

Mail to:

Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

1/10/22

**ANNEXATION AGREEMENT
15989 AND 16051 DEERFIELD PARKWAY
MZ CAPITAL ACQUISITIONS, LLC**

This agreement (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____, 2022, by and between the VILLAGE OF BUFFALO GROVE (hereinafter referred to as "Village") by and through the President and Board of Trustees of the Village (hereinafter collectively referred to as the "Corporate Authorities") and MZ Capital Acquisitions, LLC, 400 Skokie Blvd, Suite 580, Northbrook, IL 60062 (hereinafter referred to as "Developer") and Chicago Title Land Trust Company, as successor trustee to Michigan Avenue National Bank of Chicago, as trustee UTN 2139 (hereinafter referred to as "Owner")

WITNESSETH:

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

WHEREAS, Owner has filed a petition for annexation into the Village of a certain tract of property (hereinafter referred to as the "Property") comprising 8.9042 acres legally described and identified in the Legal Description, attached hereto as EXHIBIT A and made a part hereof, and which real estate is contiguous to the corporate limits of the Village; and,

WHEREAS, a Plat of Annexation, including certain street right-of-way adjacent to the Property, is attached hereto as EXHIBIT B, which depicts a total area of 8.9042 acres to be annexed; and,

WHEREAS, Developer is the contract purchaser with the Owner of the Property; and,

WHEREAS, Developer desires and proposes pursuant to the provisions and regulations applicable to the R-9 District of the Village Zoning Ordinance, with a special use as a Residential Planned Unit Development with Variations, to develop the Property in accordance with and

pursuant to a certain Preliminary Plan prepared by Torch Architecture and dated as last revised November 1, 2021 and also a certain Preliminary Engineering Plan prepared by Kimley Horn and dated September 2, 2021, (hereinafter jointly referred to as "Preliminary Plan") a copy of which Preliminary Plan is attached hereto as EXHIBITS C and D and incorporated herein, and subject to all other exhibits attached hereto or incorporated by reference herein. Said development of the Property shall consist of 120 apartment units to be constructed by the Developer.

WHEREAS, pursuant to the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers, a proposed Annexation Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by Statute; and,

WHEREAS, pursuant to due notice and advertisement, the Planning & Zoning Commission of the Village has held a public hearing and made its recommendations with respect to the requested zoning classification in the R-9 District with a special use as a Residential Planned Unit Development and variations of the Village Zoning and Sign Ordinance; and,

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

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

1. Applicable Law. This Agreement is made pursuant to and in accordance with the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers. The preceding whereas clauses are hereby made a part of this Agreement.

2. Agreement: Compliance and Validity. The Owner and Developer has filed with the Village Clerk of the Village a proper petition pursuant to and in accordance with the provisions of Section 5/7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) and as the same may have been modified by the Village's Home Rule powers, conditioned on the execution of this Agreement

and the compliance with the terms and provisions contained herein, to annex the Property to the Village. It is understood and agreed that this Agreement in its entirety, together with the aforesaid petition for annexation, shall be null, void and of no force and effect unless the Property is validly annexed to the Village and is validly zoned and classified in the R-9 District, all as contemplated in this Agreement. No portion of the Property shall be disconnected from the Village without the prior written consent of its Corporate Authorities.

3. Enactment of Annexation Ordinance. The Corporate Authorities, within twenty-one (21) days of the execution of this Agreement by the Village, will enact an ordinance (hereinafter referred to as the "Annexation Ordinance") annexing the Property to the Village. Said Annexation Ordinance shall be recorded at the Lake County Recorder's Office along with the Plat of Annexation (attached hereto as EXHIBIT B).

4. Enactment of Zoning Ordinance. Within twenty-one (21) days after the passage of the Annexation Ordinance, the Corporate Authorities shall enact an ordinance zoning the Property in the R-9 District, with a special use for a Residential Planned Unit Development with Variations, subject to the restrictions further contained herein and all applicable ordinances of the Village of Buffalo Grove as amended from time to time. Said zoning shall be further conditioned on the development of the Property in accordance with the Preliminary Plan (EXHIBITS C and D) and other exhibits attached hereto or incorporated by reference herein.

5. Approval of Plans. The Corporate Authorities hereby approve the Preliminary Plan (EXHIBITS C and D) and Exhibits E and F pursuant to the provisions of the Development Ordinance. The Corporate Authorities agree to approve a Development Plan (including a plat of subdivision) based on final versions of the plans and drawings of the development of the Property as submitted by the Developer provided that the Development Plan shall:

- a) conform to the approved Preliminary Plan and Exhibits E and F, and
- b) conform to the terms of this Agreement and all applicable Village Ordinances as amended from time to time; and
- c) conform to the approved Development Improvement Agreement as amended from time to time.

6. Compliance with Applicable Ordinances. The Developer agree to comply with all ordinances of the Village of Buffalo Grove as amended from time to time in the development of the Property, provided that all new ordinances, amendments, rules and regulations relating to zoning, building and subdivision of land adopted after the date of this Agreement shall not be arbitrarily or discriminatorily applied to the Property but shall be equally applicable to all property similarly zoned and situated to the extent possible. Developer, in the development of the Property, shall comply with the standards set forth in the Village of Buffalo Grove Development Ordinance as amended from time to time. Notwithstanding the foregoing, the Village shall not apply new ordinances or regulations to the Property to the extent that the ordinances or regulations would prevent development of the Preliminary Plan approved herein.

7. Amendment of Plan. If the Developer desires to make changes to the Preliminary Plan, or Exhibits, as herein approved, the parties agree that such changes to the Preliminary Plan or Exhibits may require, if the Village so determines in their sole discretion, the submission of amended plats or plans, together with proper supporting documentation, to the Planning & Zoning Commission and/or the Corporate Authorities to consider such changes to the Preliminary Plan. The Corporate Authorities may, in their sole discretion, require additional public hearings and may review the commitments of record contained in this Agreement, including, but not limited to fees, prior to final consideration of any change to the Preliminary Plan and Exhibits. The Village Manager is hereby authorized to approve such minor changes as he deems appropriate.

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

Village.

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

10. Storm and Sanitary Sewer Provisions.

a. The Corporate Authorities agree to cooperate with the Developer and to use their best efforts to aid Developer in obtaining such permits from governmental agencies having jurisdiction as may be necessary to authorize connection from the proposed development to the Lake County Department of Public Works for the collection of sewage. The Developer shall construct on-site and off-site sanitary sewers as may be necessary to service the Property, in accordance with EXHIBIT D. It is understood, however, that changes to the Preliminary Engineering Plan may be required at the time of Final Engineering. Upon installation and acceptance by the Village through formal acceptance action by the Corporate Authorities, the Corporate Authorities agree to operate and maintain such systems, except for sanitary sewer service connections. The Developer agrees to accept any increase in sewer rates and tap on fees, provided that such fees and rates are applied consistently to all similar users in the Village to the extent possible.

b. The Developer shall also construct any storm sewers which may be necessary to service the Property, in accordance with EXHIBIT D. It is understood, however, that changes to the Preliminary Engineering Plan may be required at the time of Final Engineering.

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

12. Owner/Developer Recapture of Utility Costs. It is further understood and agreed that a portion of the sanitary sewer, storm sewer, and/or watermain to be constructed and installed by the Developer to serve the proposed development on the Property (hereinafter referred to as "Owner's Improvements") may benefit neighboring properties not owned by the Developer, thus making such utility service available thereto. The Corporate Authorities agree to adopt an ordinance to permit the Developer to recapture from such neighboring property owners as may be benefited by the Developer's Improvements, that portion of the actual costs and installation of Developer's Improvements, in such proportionate amounts from such neighboring property owners as may be so benefited as determined by the Village. Said recapture ordinance shall only be enforceable for seven (7) years from its passage. The Village and Developer agrees to use their best efforts to cooperate to achieve the most practical and feasible route to the off-site utilities connection points. The Village agrees to cooperate with the Developer in effectuating recapture from future developers and property owners as appropriate. The Village shall be entitled to a five percent (5%) fee from any amounts hereby recaptured as and for its collection efforts.

13. Payment of Recapture Fees Owed. Any amount of recapture required to be paid by this Property shall be due and payable to the Village upon platting of the subdivision.

14. Security for Public and Private Site Improvements. Security for public and private site improvements shall be provided in accordance with the Development Ordinance, and the Development Improvement Agreement (EXHIBIT G) as amended from time to time. Any letter of

credit issued for such improvements shall be drawn on a financial institution of net worth reasonably satisfactory to the Village Attorney. The issuer may have an equitable or lending interest in the Property provided that the letter of credit, either by its own terms or by separate written assurances of the issuer, shall be honored irrespective of that interest. The Village shall have the right to draw up to the full amount of the letter of credit in order to complete, and have formal acceptance of, all improvements secured by the letter of credit.

15. Exhibits. The following EXHIBITS, some of which were presented in testimony given by the Developer or the witnesses during the hearings held before the Planning & Zoning Commission and the Corporate Authorities prior to the execution of this Agreement, are hereby incorporated by reference herein, made a part hereof and designated as shown below.

EXHIBIT A	Legal Description
EXHIBIT B	Plat of Annexation
EXHIBIT C	Preliminary Plan
EXHIBIT D	Preliminary Engineering Plan
EXHIBIT E	Landscaping Plan
EXHIBIT F	Architectural Rendering & Signage
EXHIBIT G	Sample Development Improvement Agreement

16. Annexation Fee. Developer agrees to pay an annexation fee of \$1,500 per unit for the 120 units, which fee shall be payable pro rata at issuance of building permits. This fee, however, shall be paid in full prior to the expiration of this Agreement.

17. Building, Landscaping and Aesthetics Plans. Developer will submit final building and landscaping plans (which landscaping plans shall conform to the requirements of Village Ordinances) for final approval by the Village before commencing construction of buildings. Lighting and signage shall be compatible with surrounding areas as approved by the Village. Phases not under construction or completed shall be maintained in a neat and orderly fashion as determined by the Village Manager. The exterior elevations of the buildings to be constructed by the Developer shall comply with the plans approved by the Village. It is understood and agreed that minor modifications pertaining to the exterior elevations may be desired by the Developer,

and to the extent practicable, the Village may review said modifications administratively. Major changes may be subject to review by the Appearance Review Team (ART) and/or the Planning & Zoning Commission.

18. Maintenance Covenants, Conditions and Restrictions. The Village shall have the right, but not the obligation, to enforce the covenants of the Developer set forth in this paragraph 18, and further shall have the right, upon thirty (30) days prior written notice specifying the nature of a default, to enter upon the Property and cure such default, or cause the same to be cured at the cost and expense of the Developer. The Village shall also have the right to charge or place a lien upon the Property for repayment of such costs and expenses, including reasonable attorneys' fees in enforcing such obligations, subordinate in any event to any prior lien thereon.

Developer shall maintain (including but not by way limitation, repair and replacement) of the following areas as depicted on Exhibits A through F:

- a. all private roadways, emergency access, sidewalks and bikepaths on the Property;
- b. the stormwater facility and drainage system; parking and landscaping areas;
- d. clubhouse and pool area; and
- e. snow removal for private roadways, private driveways and public sidewalks and storage of excess snow in appropriate off-street locations which shall not in any way impede the Village's snow removal operations on public streets.

The provisions of this Section 18 shall survive expiration of the term of this Agreement.

19. Park District Donations. Developer agrees to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding park donations. Developer agrees to make cash contributions to the Village for conveyance to the Buffalo Grove Park District to fulfill the obligation of the Property concerning park donations in accordance with Title 19 of the Buffalo Grove Municipal Code and the summary memo from Johnson Research Group dated December 15, 2021.

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

donations. Developer agrees to make cash contributions to the Village for conveyance to School Districts 102 and 125 according to the criteria of said Title.

21. Library District Donations. –Developer agrees to comply with the provisions of Title 19 of the Buffalo Grove Municipal Code as amended from time to time regarding library donations.

22. Conditions Concerning Parks, School and Library Donations. It is understood and agreed that rooms in the residential units labeled as dens, lofts, studies or libraries on the floor plans will be counted as bedrooms for the purposes of calculating park, school and library donations, if, in the judgment of the Village, said rooms can be used as bedrooms. It is understood and agreed that the per acre land value used to compute said cash contributions may be increased from time to time, and cash contributions made at the time of building permit issuance shall be based on the land value in effect at the time of permit issuance.

23. Intentionally Omitted

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

25. Enforceability of the Agreement. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the covenants herein described. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

26. Term of Agreement. This Agreement is binding upon the Property, the parties

hereto and their respective grantees, successors and assigns for a term of twenty (20) years from the date of this Agreement. Developer is under contract to purchase the Property from Owner, with a closing date on or before December 31, 2022 after the Village has approved this Agreement. As such, the Village acknowledges that, upon closing, MZ Capital Acquisitions, LCC, or an entity which controls, is controlled by or is under common ownership with MZ Capital Acquisitions, LCC shall be entitled to develop the Property consistent with this Agreement. Otherwise, this Agreement shall not be assigned to any other party or entity without prior written consent of the Village Manager. If the Developer fails to close on the Property on or before December 31, 2022, all rights and benefits of this Agreement and the approved Planned Unit Development and Rezoning Ordinances shall not be given to the Owner and the Property this Agreement shall be null and void. This Agreement may be amended by the Village and the Developer of record of a portion of the Property as to the provisions applying thereto, without the consent of the Developers of other portions of the Property.

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

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

If to /Owner/Developer: Michael H. Zaransky and Brad Zaransky
MZ Capital Acquisitions, LLC
400 Skokie Blvd., Suite 580
Northbrook, Illinois 60062

Copy to: Lawrence M. Freedman
Ash, Anos, Freedman & Logan, L.L.C.
95 Revere Drive, Suite G
Northbrook, Illinois 60062

If to Village: Village Manager
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Copy to: Patrick Brankin
Schain, Banks, Kenny & Schwartz, Ltd.
70 W. Madison, Suite 2300
Chicago, IL 60602

29. Default.

In the event Developer defaults in performance of its obligations set forth in this Agreement, then the Village may, upon notice to Developer, allow Developer sixty (60) days to cure default or provide evidence to the Village that such default will be cured in a timely manner if it cannot be cured during said period. If Developer fails to cure such default or provide such evidence as provided above, then, with notice to Developer, the Village may begin proceedings to disconnect from the Village any portion of the Property upon which obligations or development have not been completed or at the option of the Village, to rezone such Property to the Residential Estate District. In such event, this Agreement shall be considered to be the petition of the Owner/Developer to disconnect such portion of the Property, or at the option of the Village, to rezone such Property to the Residential Estate District.

30. Litigation.

- a. The Developer, at its cost, shall be responsible for any litigation which may arise relating to the annexation, zoning and development of the Property. Developer shall cooperate with the Village in said litigation but Developer's counsel will have principal responsibility for such litigation.
- b. The Developer shall reimburse the Village for reasonable attorneys' fees, expenses and costs incurred by the Village resulting from litigation relating to the annexation, zoning and development of the Property or in the

enforcement of any of the terms of this Annexation Agreement upon a default by the Developer.

- c. Developer hereby indemnifies and holds the Village harmless from any actions or causes of action which may arise as a result of development activities for which the Owner/Developer is responsible.

31. Indemnification Concerning Recapture. The Developer shall indemnify, defend and save harmless the Village, its officers, agents and employees, from any and all actions, claims or demands arising out of the existence, terms, administration, enforcement or attempted enforcement of any provision concerning recapture in this Agreement. The Developer shall prosecute or defend any action, proceeding or cause, legal or otherwise, that may arise out of the existence, terms, administration, enforcement or attempted enforcement of any provisions concerning recapture in this Agreement. The Developer will hold the Village, its officers, agents, and employees, free and harmless from any costs, fees (including attorney's fees and expenses) or judgments which the Village, its officers, agents or employees may incur or become liable for pursuant to any such action, claim or cause. The Village shall endeavor in good faith to enforce the provision of the recapture provisions hereof and to collect the recapture as established herein. However, the parties recognize the possibility of omissions or errors, and it is agreed that the Village shall not be liable in any way in the event that it shall fail, for any reason whatsoever, to collect or enforce the payment of said recapture as established herein. The Village's obligation is limited to the amount or amounts actually collected pursuant to the provisions of this Agreement.

32. Special Conditions.

- a. It is understood and agreed that upon annexation the Village will issue new street address(es) for building(s) on the Property to ensure proper identification for provision of services, and Developer shall use said Village address(es) in place of current address(es) assigned by Lake County. Developer is also required to contact the Buffalo Grove Post Office and submit a change of address(es) requesting use of the address(es) as assigned by the Village.

- b. Developer and/or Owner represents and warrants that there is no mortgagee, lien holder or holder of any security interest affecting title to the Property or any part thereof.
- c. Developer shall deposit with the Village the amount necessary to reimburse the Village for any real estate tax payments made by the Village to the Long Grove Fire Protection District concerning the Property pursuant to Section 705/20 of the Illinois Fire Protection Act (70 ILCS 705/20). Said deposit, as determined by the Village, shall be made by the Owner/Developer within sixty (60) days of the date of this Agreement.

33. Traffic Enforcement Agreement – The Developer shall, at the request of the Village, enter into an agreement for the enforcement of Village traffic ordinances and other ordinances on the Subject Property.

34. Well and septic facilities and underground tanks – All water wells and septic sewer facilities on the Property shall be properly sealed or pumped and filled as required by the Illinois Department of Public Health and as approved by the Village Health Officer. Any underground tanks shall be removed as permitted and approved by the Illinois State Fire Marshal. Said sealing and removing of wells, septic facilities and underground tanks shall be completed on a schedule as directed by the Village.

35. Removal of buildings and structures – All buildings, structures, vehicles and other materials on the Property shall be removed prior to any site preparation work for the development. If the Village determines, in the period prior to development, that structures or other objects need to be removed from the Property to prevent health or nuisance problems, Developer shall comply pursuant to the Village's direction.

36. Variation Provisions

- a. Variation to Section 17.20 of the Zoning Ordinance is hereby granted allowing for private streets as depicted on the Preliminary Plan; and
- b. Variation to Section 17.28.050 is hereby granted reducing the required

- perimeter setback as depicted as depicted on the Preliminary Plan; and
- c. Variation to Section 17.28.050 is hereby granted reducing the minimum building separations as depicted on the Preliminary Plan; and
- d. Variation to Section 17.40.040 of the Zoning Ordinance is hereby granted decreasing the minimum front yard, interior side yard, corner side yard and rear yard setbacks as depicted on the Preliminary Plan; and
- e. Variation to Chapter 14.16.010 of the Sign Ordinance is hereby granted for a ground sign encroaching into the required front yard setback and exceeding the minimum size requirements.

37. Developer Obligations

- a. The proposed development of 120-apartment units shall conform to the plans and conditions provided in this Agreement and in the Planned Development Ordinance.
- b. Final engineering shall be subject to the review and approval of the Village.
- c. Final landscape plan shall be subject to the review and approval of the Village.
- d. The final plat of subdivision shall be revised in a manner acceptable to the Village.
- e. Prior to the start of construction, a cross access easement agreement with the property owner to the east shall be submitted in a manner and form acceptable to the Village.
- f. The existing cell tower shall be considered legal non-conforming and shall not be improved or expanded upon unless approved by the Village in accordance with Chapter 17.34 of the Buffalo Grove Zoning Ordinance. Should the existing cell tower not be operated for a continuous period of six months, it shall be considered abandoned and Developer will cooperate with the Village to cause the owner of said cell tower to remove it accordance with Chapter 17.34 of the Buffalo Grove Zoning Ordinance.

38. Construction Trailer. Village agrees to permit Developer to maintain a construction trailer on the Property, subject to the review and approval of the Village, which shall

be removed upon the issuance of an occupancy certificate for the last residential building.

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

VILLAGE OF BUFFALO GROVE

By _____

Beverly Sussman, Village President

ATTEST:

By _____

VILLAGE CLERK

OWNER/DEVELOPER:

MZ Capital Acquisitions, LLC

By _____

Printed Name and Position

OWNER/DEVELOPER:

By _____

Printed Name and Position

This document prepared by: Patrick Brankin
Schain, Banks, Kenny & Schwartz, Ltd.
70 W. Madison Street, Suite 5300
Chicago, IL 60602

Mail to:

Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH GANIER (BY DEED RECORDED JUNE 28, 1851, IN BOOK "P" OF DEEDS, PAGE 10) WHICH POINT IS 140.58 FEET EAST AND 134.64 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27; RUNNING THENCE SOUTH 89 DEGREES WEST 486.33 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28 TO THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474); THENCE EASTERLY ON SAID DEED LINE TO A POINT ON A LINE 140.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27; THENCE SOUTH 1021.29 FEET TO THE POINT OF BEGINNING (EXCEPT ANY PART THEREOF FALLING IN THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH GANIER (BY DEED RECORDED JUNE 28, 1851, IN BOOK "P" OF DEEDS, PAGE 10) WHICH POINT IS 140.58 FEET EAST AND 134.64 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH ALONG A LINE 140.58 FEET EAST OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 564 FEET FOR A POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY 722.06 FEET TO A POINT ON THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474) WHICH POINT IS 399.31 FEET WEST FROM THE EAST LINE OF SAID SECTION 28 AS MEASURED ALONG CHARLES WISCHMAN DEED LINE; THENCE EAST ALONG CHARLES WISCHMAN DEED LINE 340.83 FEET; THENCE SOUTHEASTERLY 266.47 FEET TO A POINT 140.58 FEET EAST OF MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 27 AND 281.29 FEET NORTH OF THE POINT OF BEGINNING), AND ALSO THAT PART THEREOF CONVEYED TO THE COUNTY OF LAKE BY INSTRUMENT DATED SEPTEMBER 27, 1973 AND RECORDED OCTOBER 1, 1973 AS DOCUMENT 1636981, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B
PLAT OF ANNEXATION

EXHIBIT C
PRELIMINARY PLAN

EXHIBIT D

PRELIMINARY ENGINEERING PLAN

EXHIBIT E

LANDSCAPING PLAN

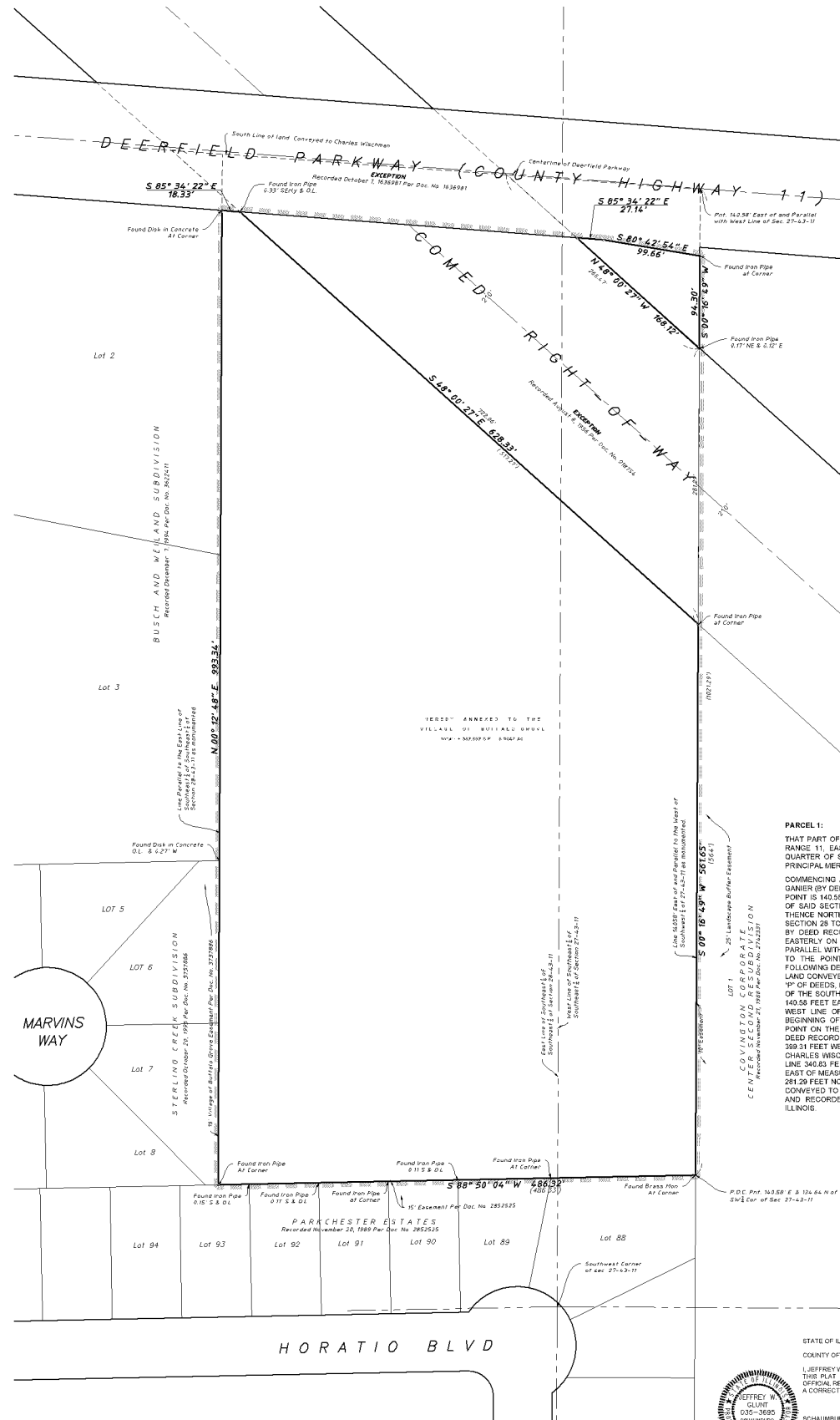
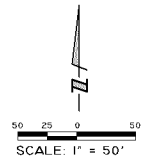
EXHIBIT F

ARCHITECTURAL RENDERINGS AND SIGNAGE

EXHIBIT G

SAMPLE DEVELOPMENT IMPROVEMENT AGREEMENT

PLAT OF ANNEXATION TO THE VILLAGE OF BUFFALO GROVE



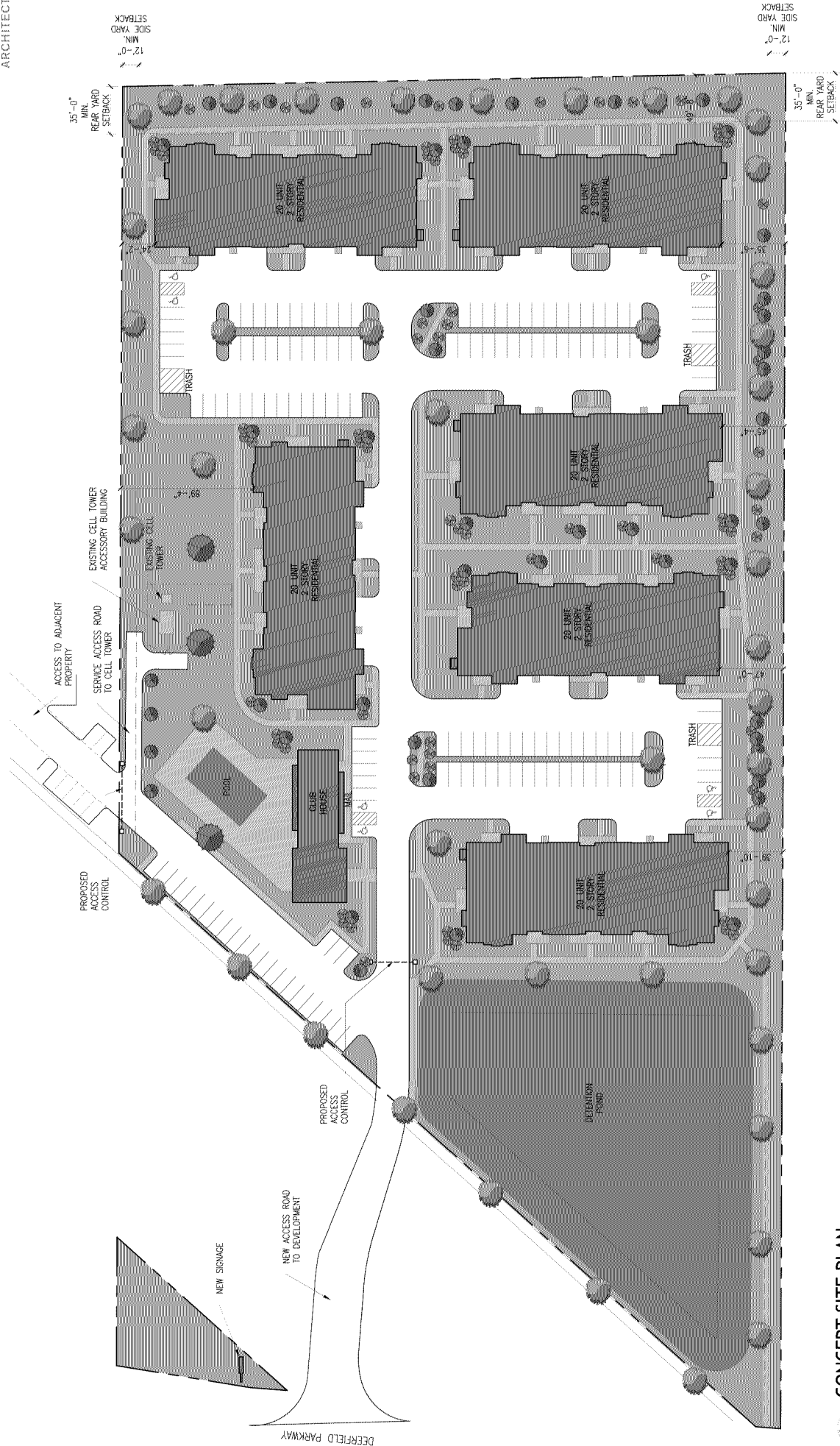
PARCEL 1:
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH DANIEL (BY DEED RECORDED JUNE 28, 1851, IN BOOK 10 OF DEEDS, PAGE 10) WHICH POINT IS 140.38 FEET EAST AND 134.84 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27, RUNNING THENCE SOUTH 89 DEGREES WEST 488.33 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28 TO THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474); THENCE EASTERLY ON SAID DEED LINE TO A POINT ON A LINE 140.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27; THENCE SOUTH 1021.20 FEET TO THE POINT OF BEGINNING (EXCEPT ANY PART THEREOF FALLING IN THE FOLLOWING DESCRIBED TRACT, COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH GANER (BY DEED RECORDED JUNE 28, 1851, IN BOOK 10 OF DEEDS, PAGE 10) WHICH POINT IS 140.58 FEET EAST AND 134.84 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH ALONG A LINE 140.58 FEET EAST OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 554 FEET FOR A POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY 722.05 FEET TO A POINT ON THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474) WHICH POINT IS 399.31 FEET WEST FROM THE EAST LINE OF SAID SECTION 28 AS MEASURED ALONG CHARLES WISCHMAN DEED LINE; THENCE SOUTHEASTERLY 299.47 FEET TO A POINT 140.58 FEET EAST OF MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 27 AND 281.29 FEET NORTH OF THE POINT OF BEGINNING, AND ALSO THAT PART THEREOF CONVEYED TO THE COUNTY OF LAKE BY INSTRUMENT DATED SEPTEMBER 27, 1973 AND RECORDED OCTOBER 1, 1973 AS DOCUMENT 1506991, IN LAKE COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS } ss.
COUNTY OF COOK }
I, JEFFREY W. GUNT, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION, FROM SURVEYS AND OFFICIAL RECORDS, FOR THE USE AND PURPOSES HEREIN SET FORTH AND THAT THE PLAT IS A CORRECT REPRESENTATION OF THE PERSON CAPTIONED PROPERTY.
JEFFREY W. GUNT
035-3680
CHICAGO, ILLINOIS
OCTOBER 14, 2021
BY: _____ ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3685
EXPIRES 11-30-22
Originally Prepared: 10.14.2021 Project No. 21-127

HAEGER ENGINEERING
consulting engineers • land surveyors
103 East Lake Parkway, Schaumburg, IL 60193
Tel: 847.371.4400 Fax: 847.371.4408
Illinois Professional Design Firm License No. 184-003102
www.haegerengineering.com

Attachment: Approved Annexation Agreement (Public Hearing Annexation Agreement) for the Property at 15099 & 16051 Deerfield Parkway





CONCEPT SITE PLAN
 1" = 60'-0"

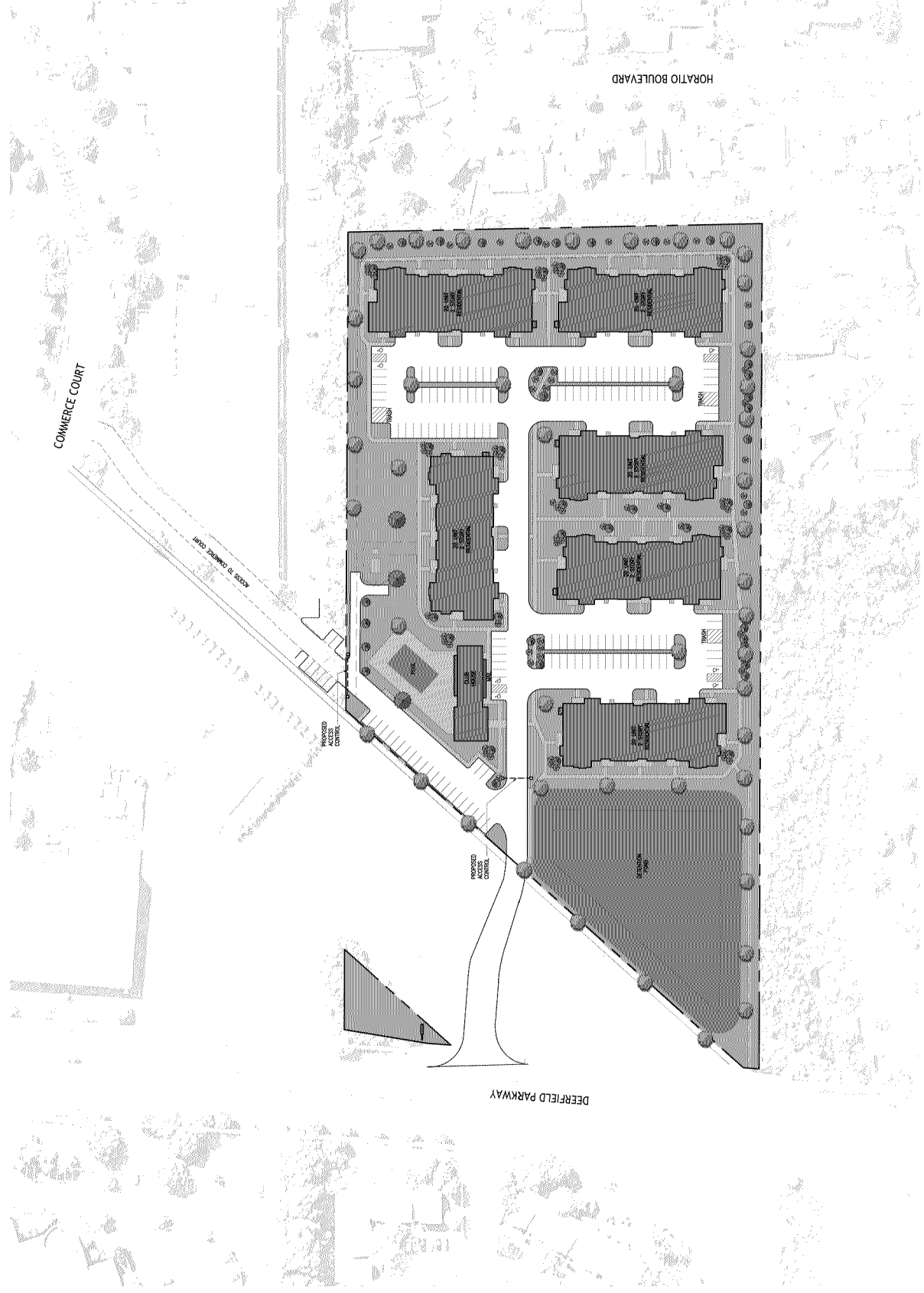
DEERFIELD PARKWAY
 NEW MULTI-FAMILY
 DEVELOPMENT

DEERFIELD PARKWAY
 NEW MULTI-FAMILY
 DEVELOPMENT

BUFFALO GROVE
 60088

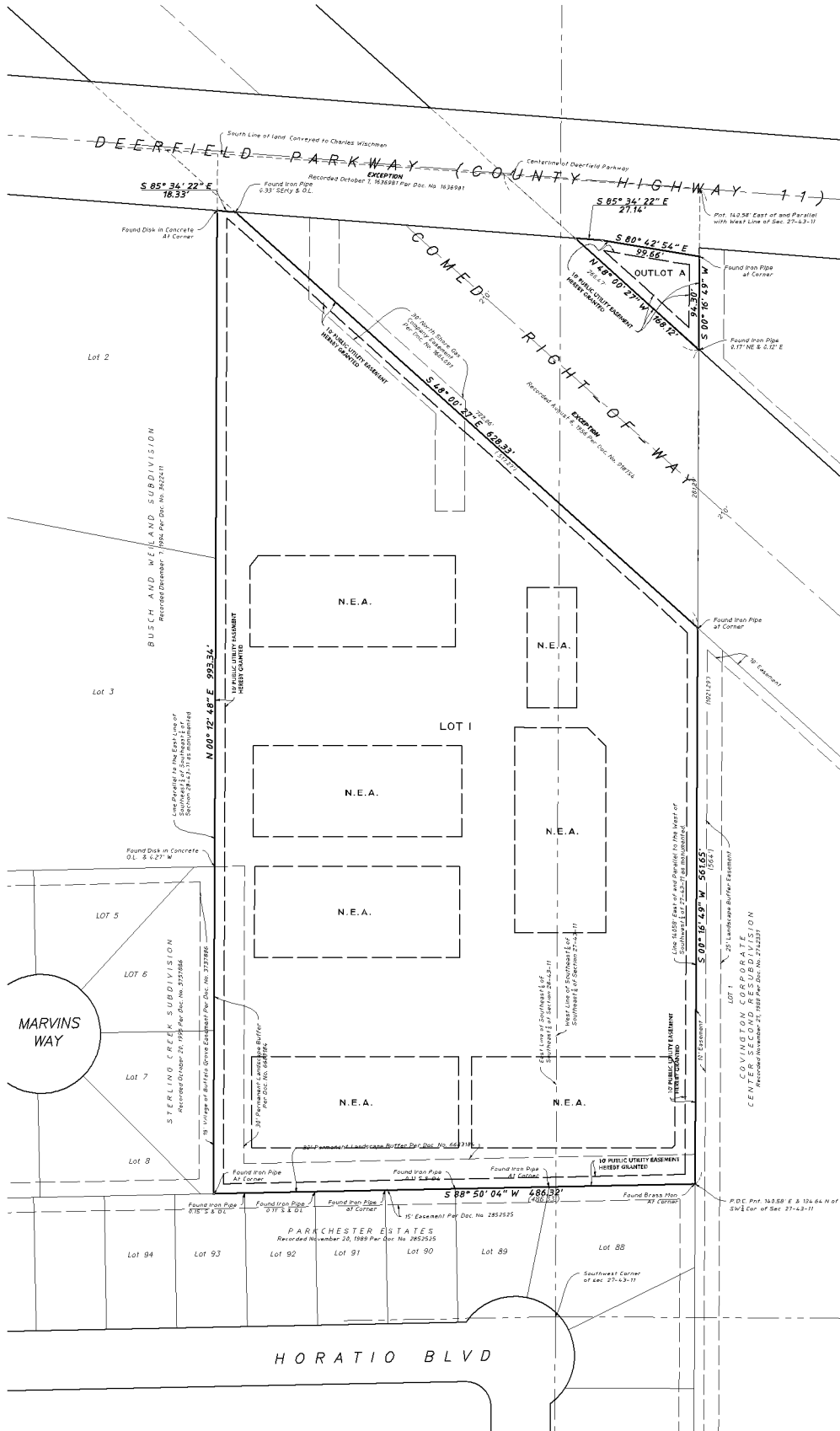
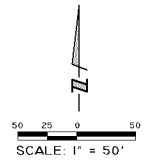
Packet Pg. 170

CONCEPT SITE PLAN WITH SURROUNDING AREAS
 1" = 100'-0"



FINAL PLAT OF DEERFIELD PARKWAY

BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 27, AND THE
SOUTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 43 NORTH, RANGE 11 EAST
OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS.



SURVEYOR'S NOTES:

1. THE BASIS OF BEARING SHOWN HEREON BASED ON NAD 83 (2011) ILLINOIS EAST ZONE, 100 STATE PLANE COORDINATES AS REFERENCED FROM HANA COMPANY'S 89 NETWORK.
2. UNLESS OTHERWISE NOTED, 3/4" DIAMETER IRON PIPES WILL BE SET AT ALL LOT CORNERS IN ACCORDANCE TO THE PLAT ACT 196 ILCS 2650 W ET SEQ.
3. STORMWATER INFRASTRUCTURE, MAINTENANCE ACTIVITY, AND RESPONSIBILITY LANGUAGE IS LOCATED WITHIN THE APPROVED STORMWATER MANAGEMENT REPORT.

Originally Prepared: 10.31.2021

Project No. 21-1-137

HAEGER ENGINEERING
consulting engineers • land surveyors

100 East State Parkway, Schaumburg, IL 60173
Tel: 847.371.6000 Fax: 847.256.6608
Illinois Professional Design #11-L-0000012
www.haegerengineering.com

Attachment: Approved Annotation Agreement (Public: Issuing Annotation Agreement for the Property at 10000 S. 160th Deerfield Parkway)

P.I.N. 15-28-00-014
15-27-300-005

MAIL PLAT TO:

HAEGER ENGINEERING LLC
CONSULTING ENGINEERS AND LAND SURVEYORS
100 EAST STATE PARKWAY
SCHAUMBURG, IL 60173

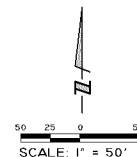
FINAL PLAT OF DEERFIELD PARKWAY

SHEET 2 OF 2

PREPARED BY:
HAEGER ENGINEERING, LLC
100 EAST STATE PARKWAY
SCHAUMBURG, IL 60173
(847) 394-6600

PREPARED FOR:

SEND SUBSEQUENT TAX BILLS TO:



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE PROPERTY DESCRIBED ON THE ANNEXED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY RESERVES FOR THE VILLAGE OF BUFFALO GROVE, AT&T, NORTH SHORE GAS, COMCAST, AND THE COMMONWEALTH EDISON COMPANY, THE EASEMENT PROVISIONS WHICH ARE STATED ON THEIR STANDARD FORM WHICH IS ATTACHED HERETO.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF OWNERS KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF SCHOOL DISTRICTS:

SCHOOL DISTRICT 103
ADLAI E STEVENSON HSD 125

DATED THIS _____ DAY OF _____, A.D. 20____.

SIGNED: _____

PRINTED NAME AND TITLE _____

ADDRESS: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____

WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED SAID INSTRUMENT AS HIS/HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

GENERAL VILLAGE EASEMENT PROVISIONS

AN EASEMENT FOR PURPOSES INCLUDING, BUT NOT LIMITED TO WATER SUPPLY AND DISTRIBUTION, SEWERAGE, STORM SEWER AND DRAINAGE IS HEREBY RESERVED FOR AND GRANTED TO

VILLAGE OF BUFFALO GROVE

ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED FOR PURPOSES INCLUDING, BUT NOT LIMITED TO, WATER SUPPLY AND DISTRIBUTION, SEWERAGE, AND ALSO THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN AND REPAIR THE STORM SEWER AND DRAINAGE SYSTEM IN, UNDER, ACROSS, ALONG, AND UPON THE SURFACE OF THE PROPERTY WITHIN LOTS 7, 8, AND 9 SHOWN HEREON, ALSO GRANTED HERewith IN THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN LOTS 7, 8 AND 9 WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC SOUNDS AND SIGNALS AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

VILLAGE OF BUFFALO GROVE

ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS, INCLUDING BUT NOT LIMITED TO, TELEVISION, DATA AND RADIO SIGNALS AND COMMUNICATION IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY WITHIN LOT 7, 8 AND 9 SHOWN HEREON, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN LOTS 7, 8 AND 9 WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

CORPORATE AUTHORITY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS.

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTY, ILLINOIS, DATED THIS _____ DAY OF _____, 20____.

VILLAGE PRESIDENT _____

ATTEST: _____
VILLAGE CLERK

PLANNING & ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS.

APPROVED BY THE PLANNING & ZONING COMMISSION OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTY, ILLINOIS, DATED THIS _____ DAY OF _____, 20____.

BY: _____
CHAIRMAN

ATTEST: _____
SECRETARY

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS.

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTY, ILLINOIS, DATED THIS _____ DAY OF _____, 20____.

VILLAGE ENGINEER _____

VILLAGE COLLECTOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS.

I HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUE AGAINST THE PROPERTY DESCRIBED IN THE PLAT HEREON DRAWN, DATED AT BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS, DATED THIS _____ DAY OF _____, 20____.

BY: _____
VILLAGE COLLECTOR

EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY AND AT&T COMMUNICATIONS

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLE GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN LOTS 7, 8 AND 9 AND THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AS "COMMON ELEMENTS", TOGETHER WITH THE RIGHTS TO INSTALL, REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENT THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN LOT 7, 8 AND 9 WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 050/02, AS AMENDED FROM TIME TO TIME.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEE AT COST OF THE GRANTEE/LOT OWNER, UPON WRITTEN REQUEST.

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTH SHORE GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, OVER AND IN LOTS 7, 8 AND 9, SAID EASEMENT TO BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES FOR THE PURPOSE OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO. NO BUILDINGS OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "EASEMENT" AREAS, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

EASEMENTS APPROVED AND ACCEPTED

AT&T COMMUNICATIONS

APPROVED BY: _____, THIS _____ DAY OF _____, 20____.

COMMONWEALTH EDISON COMPANY

APPROVED BY: _____, THIS _____ DAY OF _____, 20____.

NORTH SHORE GAS COMPANY

APPROVED BY: _____, THIS _____ DAY OF _____, 20____.

DRAINAGE STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT, TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR THAT SUCH SURFACE WATER DRAINAGE WILL NOT BE CHANGED WITHOUT ADEQUATE PROVISION BEING MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

DATED THIS _____ DAY OF _____, 20____.

BY: _____, REGISTERED PROFESSIONAL ENGINEER NO. _____

DATED THIS _____ DAY OF _____, 20____.

BY: _____, OWNER OR ATTORNEY

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS.

I, _____, COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS.

THIS _____ DAY OF _____, 20____.

BY: _____
LAKE COUNTY CLERK

PROFESSIONAL AUTHORIZATION

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, JEFFREY W. GLUNT, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, LICENSE NUMBER 35-3695, DO HEREBY AUTHORIZE THE VILLAGE OF BUFFALO GROVE, ITS STAFF OR AUTHORIZED AGENT, TO PLACE THIS DOCUMENT OF RECORD IN THE COUNTY RECORDERS OFFICE IN MY NAME AND IN COMPLIANCE WITH THE ILLINOIS STATUTES CHAPTER 109 PARAGRAPH 2. AS AMENDED.

SCHAUMBURG, ILLINOIS

JEFFREY W. GLUNT
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3695
MY LICENSE EXPIRES NOVEMBER 30, 2022 AND IS RENEWABLE

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, JEFFREY W. GLUNT, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY.

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH SANIER BY DEED RECORDED JUNE 28, 1891, IN BOOK 97 OF DEEDS, PAGE 10 WHICH POINT IS 145.58 FEET EAST AND 134.84 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27; RUNNING THENCE SOUTH 89 DEGREES WEST 486.33 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28 TO THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474); THENCE EASTERLY ON SAID DEED LINE TO A POINT ON A LINE 140.88 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27; THENCE SOUTH 102.29 FEET TO THE POINT OF BEGINNING (EXCEPT ANY PART THEREOF FALLING IN THE FOLLOWING DESCRIBED TRACT COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH SANIER BY DEED RECORDED JUNE 28, 1891, IN BOOK 97 OF DEEDS, PAGE 10 WHICH POINT IS 145.58 FEET EAST AND 134.84 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH ALONG A LINE 145.58 FEET EAST OF MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 140.88 FEET FOR A POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY 722.06 FEET TO A POINT ON THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474) WHICH POINT IS 399.31 FEET WEST FROM THE EAST LINE OF SAID SECTION 28 AS MEASURED ALONG CHARLES WISCHMAN DEED LINE; THENCE EAST ALONG CHARLES WISCHMAN DEED LINE 340.43 FEET; THENCE SOUTHEASTERLY 284.71 FEET TO A POINT 140.88 FEET EAST OF MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 27 AND 28.28 FEET NORTH OF THE POINT OF BEGINNING; AND ALSO THAT PART THEREOF CONVEYED TO THE COUNTY OF LAKE BY INSTRUMENT DATED SEPTEMBER 27, 1973, AND RECORDED OCTOBER 1, 1973 AS DOCUMENT 1536681, IN LAKE COUNTY, ILLINOIS.

DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 58 DEGREES FAHRENHEIT.

I DO HEREBY CERTIFY THAT UPON COMPLETION OF CONSTRUCTION, BUT NOT LATER THAN 1 YEAR FROM THE RECORDING OF THIS PLAT, CONCRETE MONUMENTS, AS SHOWN, AND IRON PIPES AT ALL LOT CORNERS AND POINTS OF CHANGE IN ALIGNMENT WILL BE SET AS REQUIRED BY THE PLAT ACT (05/15/2009) I, 625 ILCS 10-1. THIS IS TO FURTHER CERTIFY THAT THE LAND INCLUDED IN THE ANNEXED PLAT IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF BUFFALO GROVE, LAKE COUNTY, ILLINOIS, WHICH HAS AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 62 ILCS 0.1/12.4 AS HERETOFORE AND HEREINAFTER AMENDED.

I FURTHER CERTIFY THAT BASED ON INFORMATION PROVIDED ON THE FLOOD INSURANCE RATE MAP COMMUNITY - PANEL NO. 1708702054K DATED SEPTEMBER 19, 2013, PRODUCED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR LAKE COUNTY, ILLINOIS, THE PROPERTY SHOWN AND DESCRIBED HEREON, LOCATED WITHIN ZONE X, WHICH IS DEFINED BY FEMA AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

SCHAUMBURG, ILLINOIS _____ OCTOBER 21, 2021

BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3695



EXPIRES 11-30-22

Originally Prepared: 10.21.2021 Project No. 21-127

HAEGER ENGINEERING
consulting engineers • land surveyors

100 East State Parkway, Schaumburg, IL 60173
Tel: (847) 394-6600 Fax: (847) 394-6608
Illinois Professional Design License No. 184-003102
www.haegerengineering.com

ENGINEERING PLANS

MZ BUFFALO GROVE MULTI-FAMILY

DEERFIELD PKWY & WINDBROOKE DR

BUFFALO GROVE, IL 60089

UTILITY AND GOVERNING AGENCY CONTACTS

ENGINEERING DEPARTMENT
VILLAGE OF BUFFALO GROVE
100 EAST STATE PARKWAY
BUFFALO GROVE, IL 60089
TEL: (847) 459-2523
CONTACT: DARREN T MONICO, PE

SANITARY SEWER SERVICE
VILLAGE OF BUFFALO GROVE
100 EAST STATE PARKWAY
BUFFALO GROVE, IL 60089
TEL: (847) 459-2545
CONTACT: JEFF ROGERS

STORM SEWER SERVICE
VILLAGE OF BUFFALO GROVE
51 RAUPP BLVD IL 60089
TEL: (847) 459-2545
CONTACT: JEFF ROGERS

WATER SERVICE
VILLAGE OF BUFFALO GROVE
51 RAUPP BLVD IL 60089
TEL: (847) 459-2545
CONTACT: DAVE HAISMA

ROADWAY AUTHORITY
LAKE COUNTY DOT
100 WEST WILSON ROAD
LIBERTYVILLE, IL 60049
TEL: (847) 377-7400
CONTACT: SHANE SCHNEIDER PE

POWER COMPANY
COMED
TEL: (800) 334-7661

NATURAL GAS COMPANY
NATURAL GAS
TEL: (800) 730-8114

TELEPHONE
TEL: (800) 225-3288

PROJECT TEAM

DEVELOPER
MZ CAPITAL PARTNERS
400 SKOKIE BLVD SUITE 580
NORTHBROOK, IL 60062
TEL: (847) 487-5550
EMAIL: BRAD@MZCAPITALPARTNERS.COM
CONTACT: BRAD ZARANSKY

GEOTECH
TESTING SERVICE CORPORATION
457 EAST GUNDERSEN DRIVE
NORTHBROOK, IL 60062
CONTACT: SAM PATRICK, PE

TRAFFIC ENGINEER
TORCH ASSOCIATES, INC.
4201 WINFELD RD, SUITE 600
WARRENVILLE, IL 60555
TEL: (630) 487-5550
EMAIL: EMMA@TORCHMZ.COM
CONTACT: EMMA ALBERS, PE

ARCHITECT
TORCH ARCHITECTURE
27 W JEFFERSON AVENUE, SUITE 200
NAPERVILLE, IL 60540
TEL: (847) 394-6600
EMAIL: ROBERT@TORCHARCHITECTURE.COM
CONTACT: ROB COSTELLO

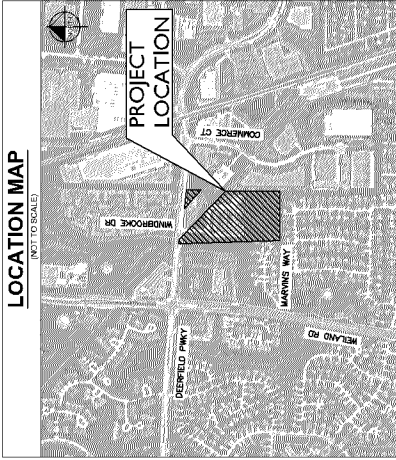
CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFELD RD, SUITE 600
WARRENVILLE, IL 60555
TEL: (630) 487-5550
EMAIL: SCOTT.WILLSON@KIMLEY-HORN.COM
CONTACT: SCOTT WILLSON, PE

LANDSCAPE ARCHITECT
KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFELD RD, SUITE 600
WARRENVILLE, IL 60555
TEL: (630) 487-5550
EMAIL: DANIEL.GROVE@KIMLEY-HORN.COM
CONTACT: DANIEL GROVE, PLA

SURVECTOR
KIMLEY-HORN AND ASSOCIATES, INC.
100 EAST STATE PARKWAY
SCHLAUBURG, IL 60173
TEL: (847) 394-6600
CONTACT: JEFFREY GUNT, PLS, EIT

LEGAL DESCRIPTION

REFER TO ALTA/NSPS LAND TITLE SURVEY UNDER
SEPARATE COVER



Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
C2.0	EXISTING CONDITIONS & DEMOLITION
C3.0	OVERALL SITE PLAN
C3.1	SITE PLAN
C3.2	SITE PLAN
C3.3	COMED R.O.W. PLAN
C4.0	OVERALL GRADING PLAN
C4.1	GRADING PLAN
C4.2	GRADING PLAN
C5.0	OVERALL UTILITY PLAN
C5.1	UTILITY PLAN
C5.2	UTILITY PLAN
C6.0	FIRE TRUCK TURNING EXHIBIT
C7.0	EROSION CONTROL PLAN
C7.1	EROSION CONTROL DETAILS
L1.0	OVERALL LANDSCAPE PLAN
L1.1	DETAILED LANDSCAPE PLAN
L1.2	DETAILED LANDSCAPE PLAN
L2.0	LANDSCAPE NOTES AND DETAILS

MZ BUFFALO GROVE
MULTI-FAMILY
BUFFALO GROVE, IL 60089

COVER SHEET

MZ Capital Partners
Proud Equity Real Estate Investment

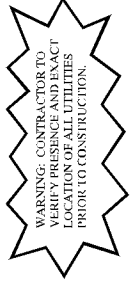
Kimley-Horn
KIMLEY-HORN AND ASSOCIATES, INC.
100 WEST WILSON ROAD, SUITE 600
LIBERTYVILLE, IL 60049
PHONE: (847) 377-7400 FAX: (847) 377-7401
WWW.KIMLEY-HORN.COM

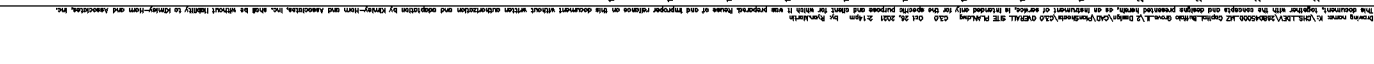
ORIGINAL ISSUE
9/27/2021
KHA PROJECT NO.
268045000
SHEET NUMBER

C0.0

Project Pg. 173

ORIGINAL ISSUE: 9/2/2021	KHA PROJECT NO. 268045000	SHEET NUMBER	C2.0
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GRAPHIC SCALE IN FEET



Call Before You Dig

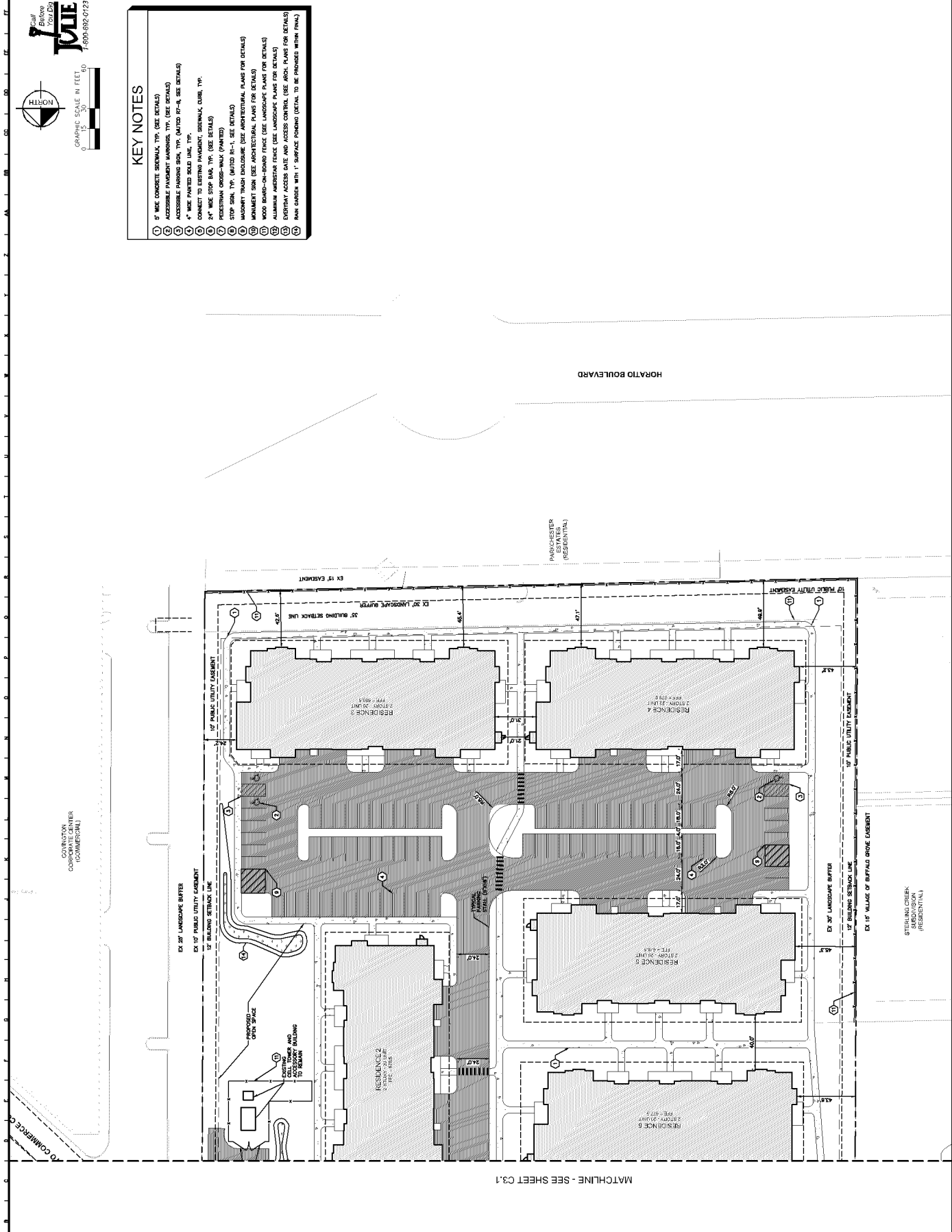


1-800-882-0123

KEY NOTES

- ① 6" WIDE CONCRETE SIDEWALK, TYP. (SEE DETAILS)
- ② ACCESSIBLE PAVEMENT MARKINGS, TYP. (SEE DETAILS)
- ③ ACCESSIBLE PARKING SIGN, TYP. (AUTID RP-A, SEE DETAILS)
- ④ 4" WIDE PAINTED SOLID LINE, TYP.
- ⑤ CONNECT TO EXISTING PAVEMENT, SIDEWALK CURB, TYP.
- ⑥ 24" WIDE STOP SIGN, TYP. (SEE DETAILS)
- ⑦ PEDIESTRIAN CROSS-WALK (PAINTED)
- ⑧ STOP SIGN, TYP. (AUTID R-1, SEE DETAILS)
- ⑨ MAINTENANCE TRUCK EXCLUSION (SEE ARCHITECTURAL PLANS FOR DETAILS)
- ⑩ MAINTENANCE SIGN (SEE ARCHITECTURAL PLANS FOR DETAILS)
- ⑪ WOOD BOARD-ON-SAND FENCE (SEE LANDSCAPE PLANS FOR DETAILS)
- ⑫ ALUMINUM ARBUSTRA FENCE (SEE LANDSCAPE PLANS FOR DETAILS)
- ⑬ EXISTING ACCESS GATE AND ACCESS CONTROL (SEE ARCH. PLANS FOR DETAILS)
- ⑭ RAIN GARDEN WITH 1" SURFACE TENDING (DETAILS TO BE PROVIDED WITH FINAL)





- KEY NOTES**
- 1 1" WIDE CONCRETE SIDEWALK, TYP. (SEE DETAILS)
 - 2 ACCESSIBLE PARKING MARKINGS, TYP. (SEE DETAILS)
 - 3 ACCESSIBLE PARKING SIGN, TYP. (AUTOD 8P-A, SEE DETAILS)
 - 4 4" WIDE PAINTED SOLID LINE, TYP.
 - 5 CONNECT TO EXISTING PAVEMENT, SIDEWALK, CURB, TYP.
 - 6 24" WIDE STOP SIGN, TYP. (SEE DETAILS)
 - 7 PEDESTRIAN CROSS-WALK (PAINTED)
 - 8 STOP SIGN, TYP. (AUTOD 8P-A, SEE DETAILS)
 - 9 MOUNTAIN TRASH ENCLOSURE (SEE ARCHITECTURAL PLANS FOR DETAILS)
 - 10 MOUNTAIN SIGN (SEE ARCHITECTURAL PLANS FOR DETAILS)
 - 11 WOOD BOARD-ON-BOARD FENCE (SEE LANDSCAPE PLANS FOR DETAILS)
 - 12 ALUMINUM ANTI-SHOCK FENCE (SEE LANDSCAPE PLANS FOR DETAILS)
 - 13 EVERYDAY ACCESS GATE AND ACCESS CONTROL (SEE ARCH. PLANS FOR DETAILS)
 - 14 MAIN GARDEN WITH 1" SURFACE FINISH (DETAIL TO BE PROVIDED WITH FINA)

Call Before You Dig
1-800-892-0123

GRAPHIC SCALE IN FEET
0 15 30 45 60

Kimley-Horn
INCORPORATED
1000 N. HARRIS AVENUE
SUITE 200
MILWAUKEE, WI 53212
(414) 331-1000
WWW.KIMLEY-HORN.COM

NO.	REVISIONS	DATE	BY
1	VILLAGE COMMENTS	10/28/21	TTK

Kimley-Horn
INCORPORATED
1000 N. HARRIS AVENUE
SUITE 200
MILWAUKEE, WI 53212
(414) 331-1000
WWW.KIMLEY-HORN.COM

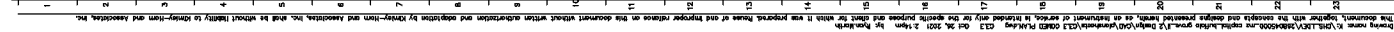
MZ Capital Partners
Proud Equity Real Estate Investment

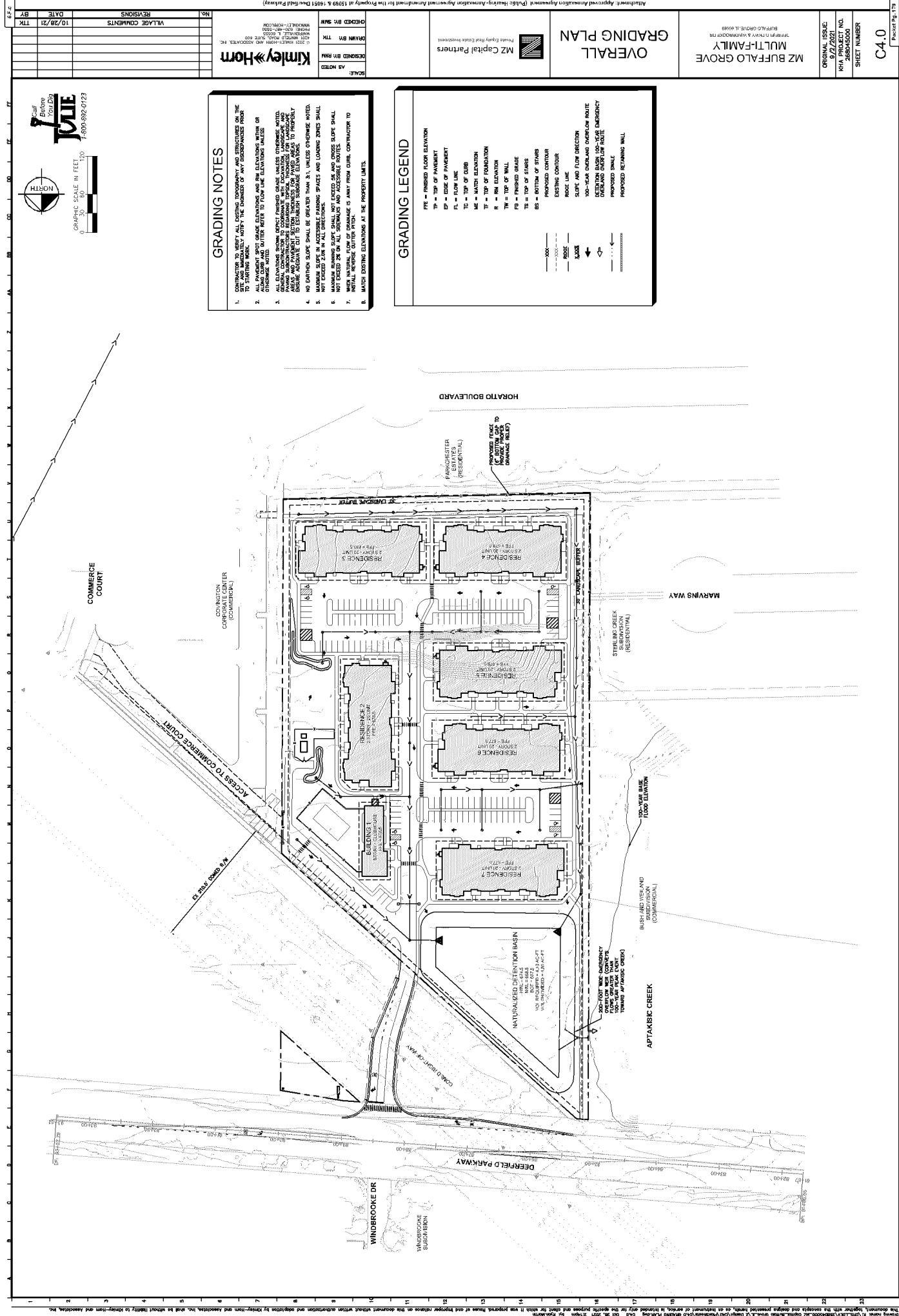
Site Plan

MZ BUFFALO GROVE MULTI-FAMILY
BUFFALO GROVE, IL 60089

**ORIGIN: 01/21/2021
DATE: 01/21/2021
KHA PROJECT NO. 268045000
SHEET NUMBER**

C3.2
Sheet No. 177





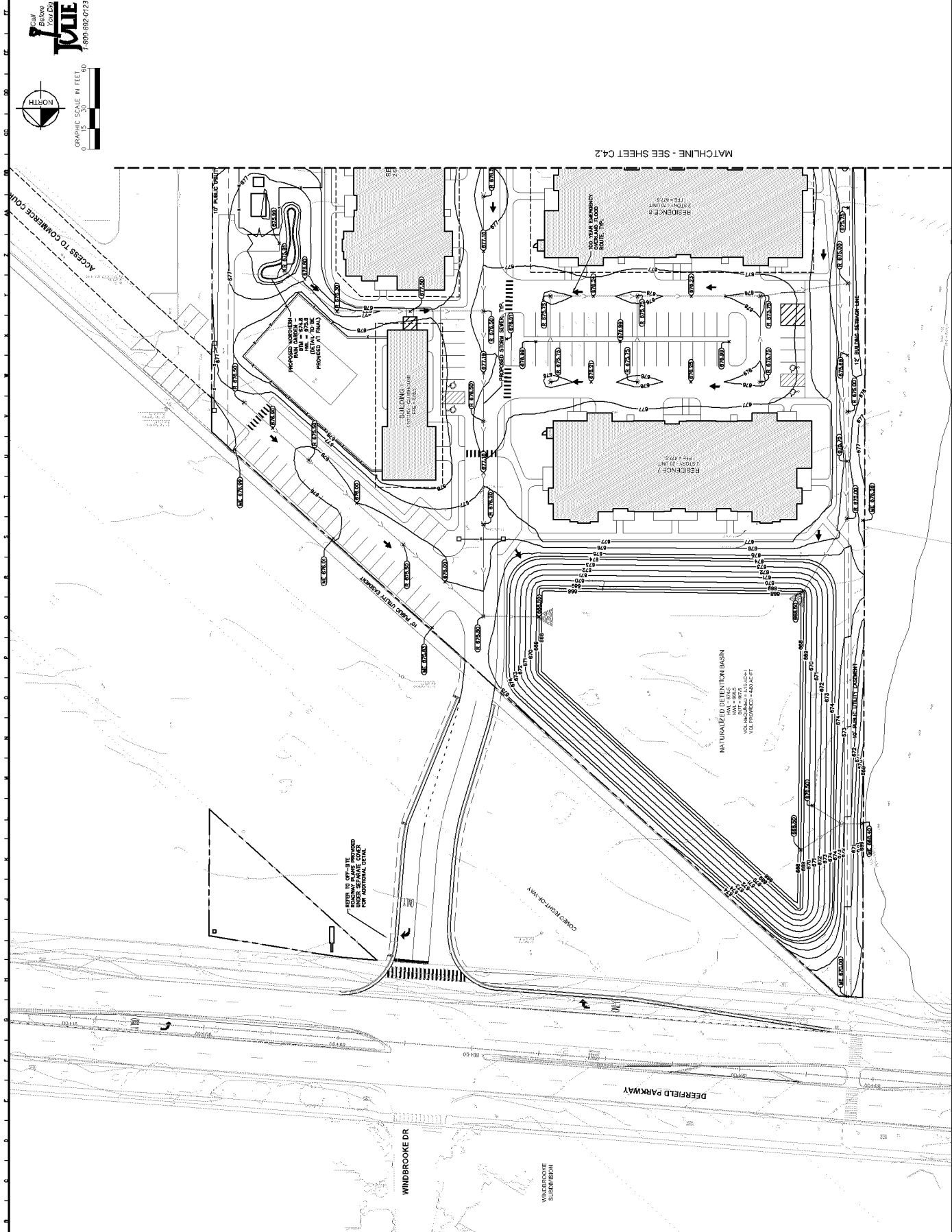
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KHA PROJECT NO. 268045000		SHEET NUMBER	
DATE 9/2/2023		DRAWN BY KIMLEY-HORN & ASSOCIATES, INC.	
M2 BUFFALO GROVE MULTI-FAMILY		BUFFALO GROVE, IL 60089	
OVERALL GRADING PLAN		M2 Capital Partners	
DESIGNED BY M2		CHECKED BY M2	
DESIGNED BY M2		CHECKED BY M2	
DATE 10/28/21		VILLAGE COMMENTS	
BY		NO.	

GRADING NOTES

- CONTRACTOR SHALL MAINTAIN EXISTING UTILITIES AND STRUCTURES AT THE SITE AND MAINTAIN THE EXISTING ELEVATIONS OF ALL STRUCTURES PRIOR TO STARTING WORK.
- ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED. ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED. ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED.
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GRADING LEGEND

PTF = FINISHED FLOOR ELEVATION
TP = TOP OF PAVEMENT
EL = ELEVATION
FL = FLOW LINE
TO = TOP OF CURB
ME = MATCH ELEVATION
TF = TOP OF FOUNDATION
R = FIN ELEVATION
TW = TOP OF WALL
PB = FINISHED GRADE
TB = TOP OF STAIRS
BB = BOTTOM OF STAIRS
PROPOSED CONTOUR
EXISTING CONTOUR
SLOPE LINE
SLOPE AND FLOW DIRECTION
100-FOOT OVERLAND OVERFLOW ROUTE
100-FOOT OVERLAND OVERFLOW ROUTE
PROPOSED SHALL
PROPOSED RETAINING WALL



PROJECT NO. 26845000		SHEET NUMBER		C4.1	
DATE 10/28/21		BY TTK		NO.	
VILLAGE COMMENTS		REVISIONS		NO.	

Kimley-Horn & Associates, Inc. 4000 West 10th Street, Suite 400, Minneapolis, MN 55425
PROJECT NO. 26845000
M2 CAPITAL PARTNERS
M2 Buffalo Grove Multi-Family Development
Grading Plan
10/28/21
TTK

Grading Plan
10/28/21
TTK

Grading Plan
10/28/21
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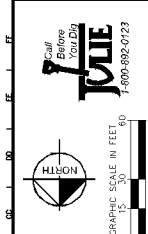
Grading Plan
10/28/21
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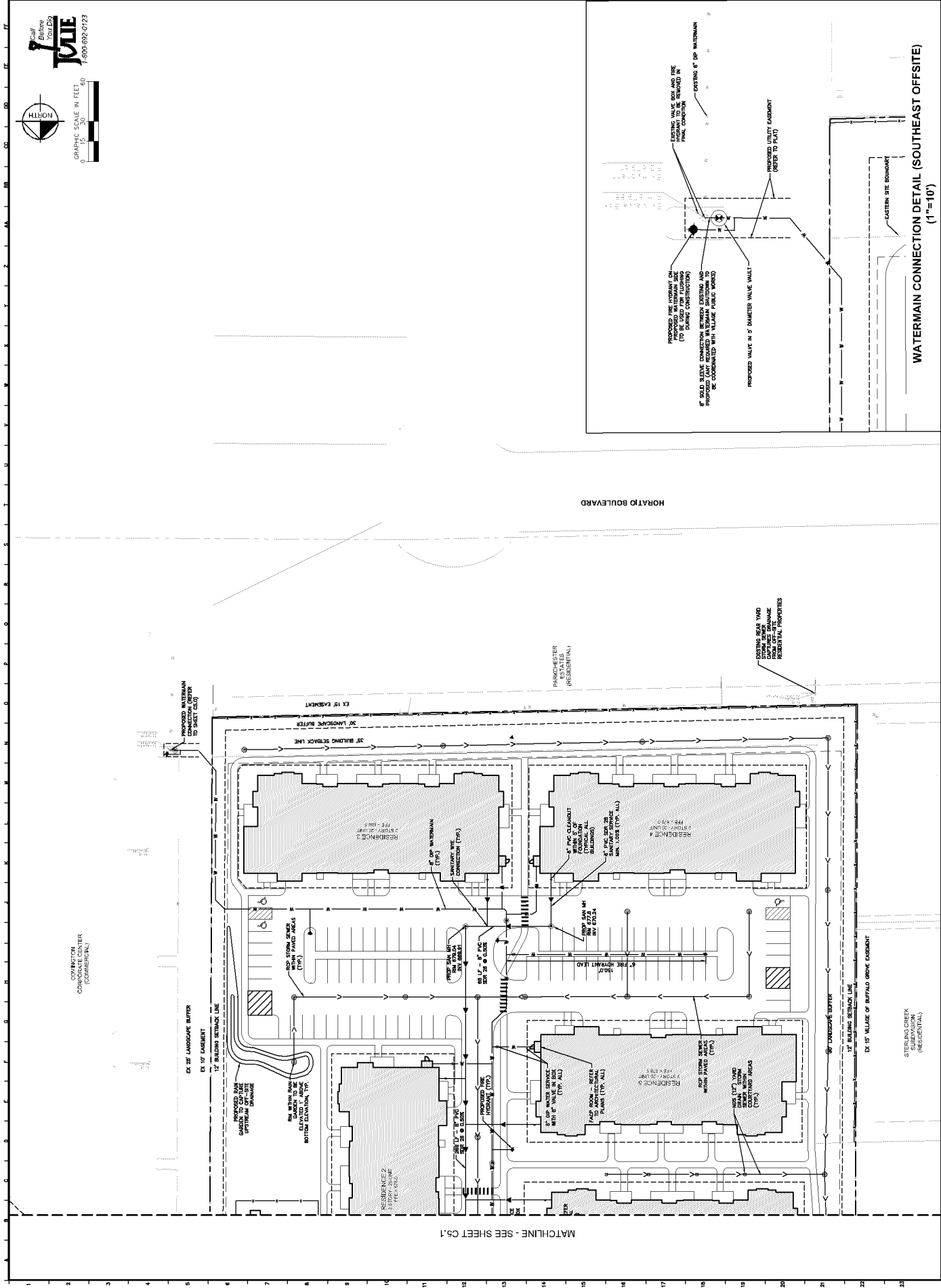
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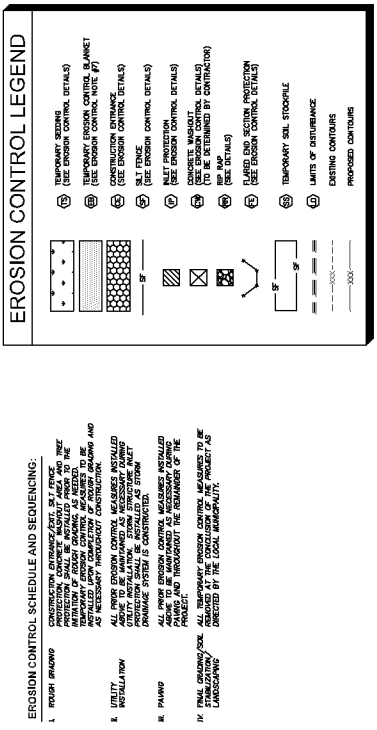
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10/28/21
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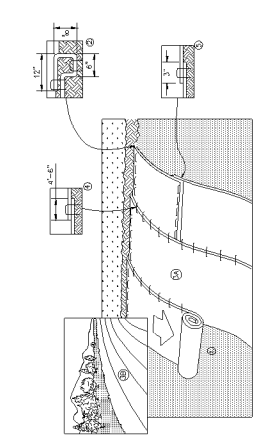
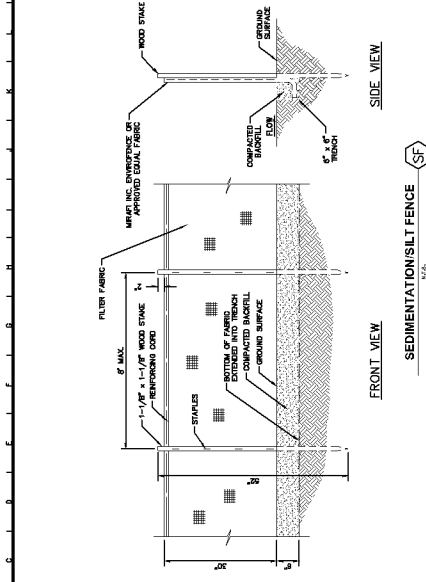
UTILITY PLAN



MATCHLINE - SEE SHEET C5.2

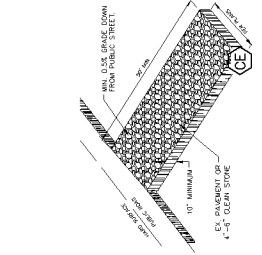
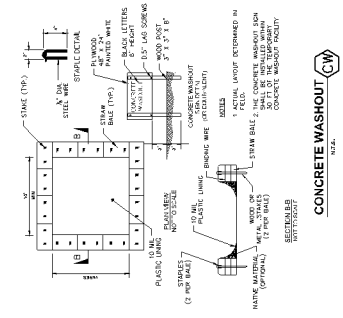




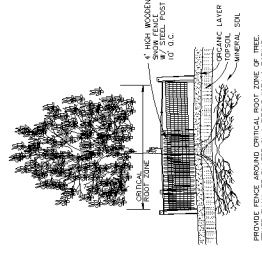
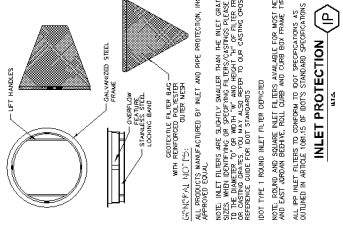


1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIMC, FERTILIZER, AND SEED.
2. ROLL OUT BLANKET OF THE SLOPE BY PROVIDING THE BLANKET IN A SLOPE POSITION AS SHOWN IN THE TRENCH AS SHOWN IN THE TRENCH.
3. STAPLES SHOULD BE PLACED APPROXIMATELY 12" APART ALONG THE WIDTH OF THE BLANKET.
4. THE EDGES OF PERMANENT BLANKETS MUST BE STAPLED WITH MINIMUM 6" OVERLAP TO ENSURE PROPER SEAM ALIGNMENT.
5. STAPLES SHOULD BE PLACED APPROXIMATELY 12" APART ALONG THE WIDTH OF THE BLANKET.
6. PLACE STAPLES/STAKES PER MANUFACTURER'S RECOMMENDATION FOR THE APPROPRIATE SLOPE BEING APPLIED.
7. FOLLOW DRAINAGE CONTROL TECHNOLOGY CONTROL SPECIFICATION FOR PRODUCT SELECTION.
8. PERMANENT LAND WITH SLOPES RUNNING GREATER THAN OR EQUAL TO 4:1 SHALL CONTAIN SLOPE STABILIZATION BLANKET.

EROSION CONTROL BLANKET (SLOPE INSTALLATION)



CONSTRUCTION ENTRANCE

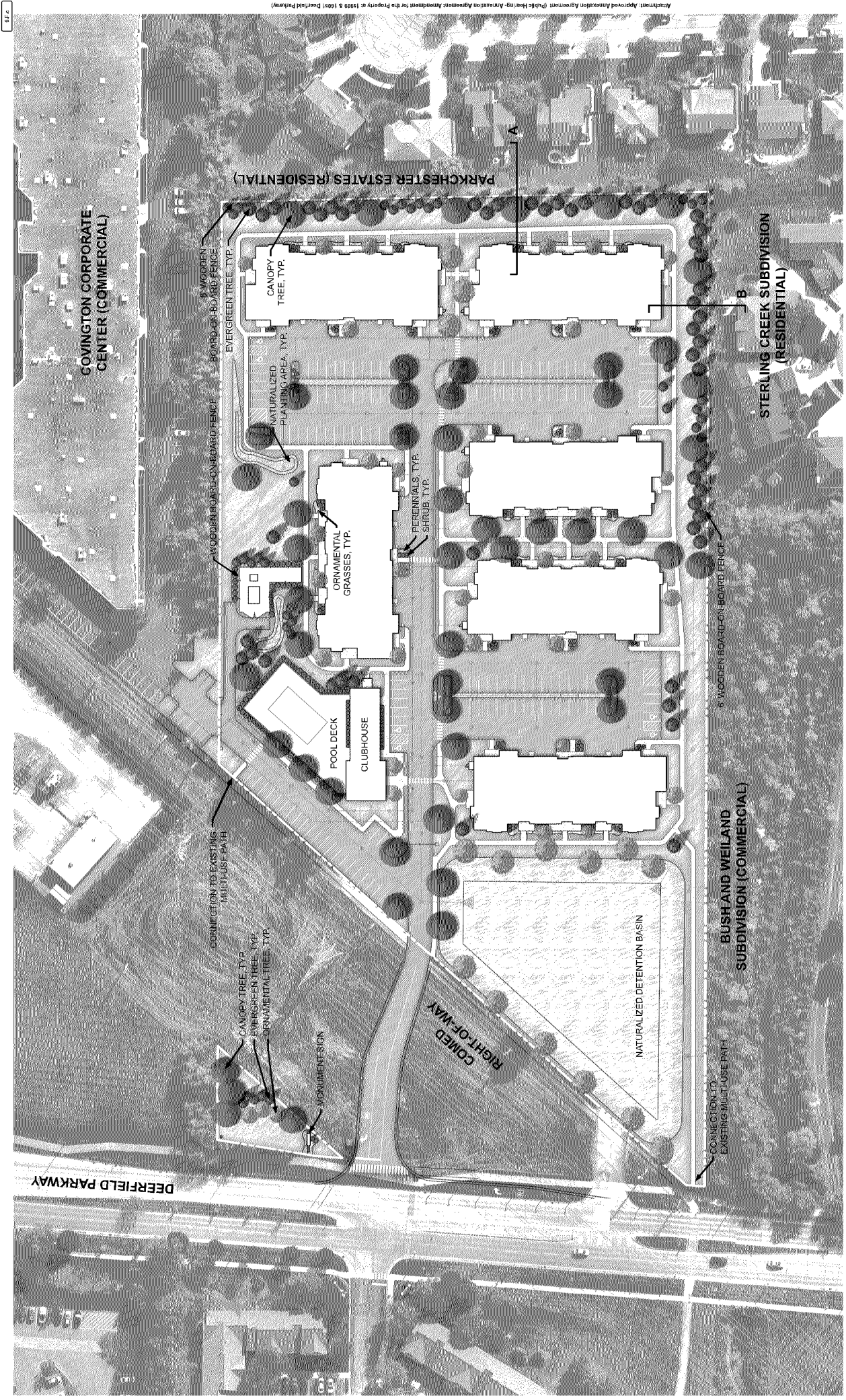


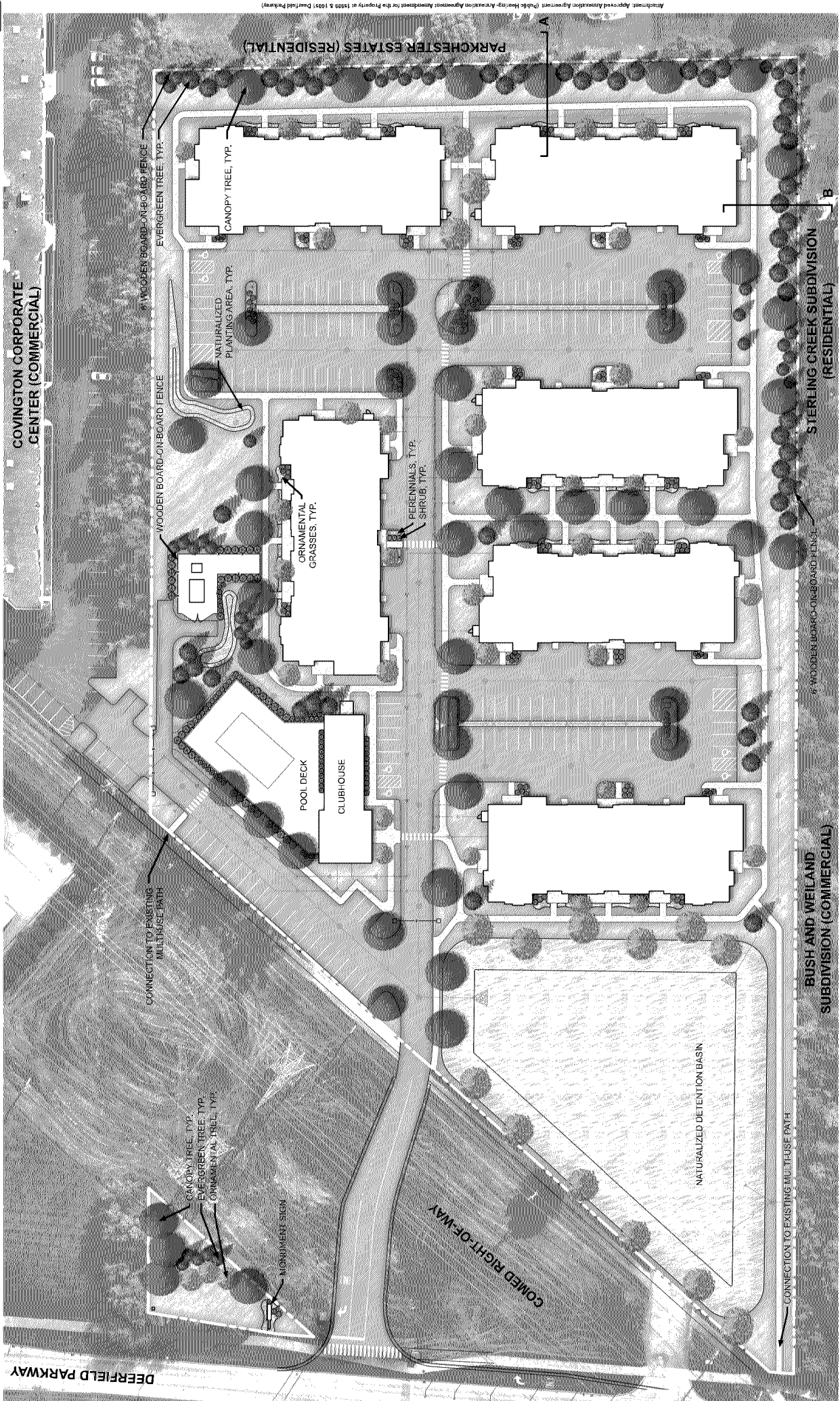
TREE PROTECTION

STABILIZATION TYPE	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC
PERMANENT SEEDING												
DORMANT SEEDING												
PERMANENT SEEDING												
SOONING												
MULCHING												

A. PERMANENT SEEDING IS 100 LBS/Acre MINIMUM WITH PERMANENT SEEDING 30 LBS/Acre MINIMUM. B. PERMANENT SEEDING IS 100 LBS/Acre MINIMUM WITH PERMANENT SEEDING 30 LBS/Acre MINIMUM. C. PERMANENT SEEDING IS 100 LBS/Acre MINIMUM WITH PERMANENT SEEDING 30 LBS/Acre MINIMUM. D. PERMANENT SEEDING IS 100 LBS/Acre MINIMUM WITH PERMANENT SEEDING 30 LBS/Acre MINIMUM. E. PERMANENT SEEDING IS 100 LBS/Acre MINIMUM WITH PERMANENT SEEDING 30 LBS/Acre MINIMUM. F. PERMANENT SEEDING IS 100 LBS/Acre MINIMUM WITH PERMANENT SEEDING 30 LBS/Acre MINIMUM.

SEEDING CHART

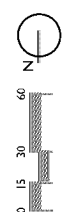


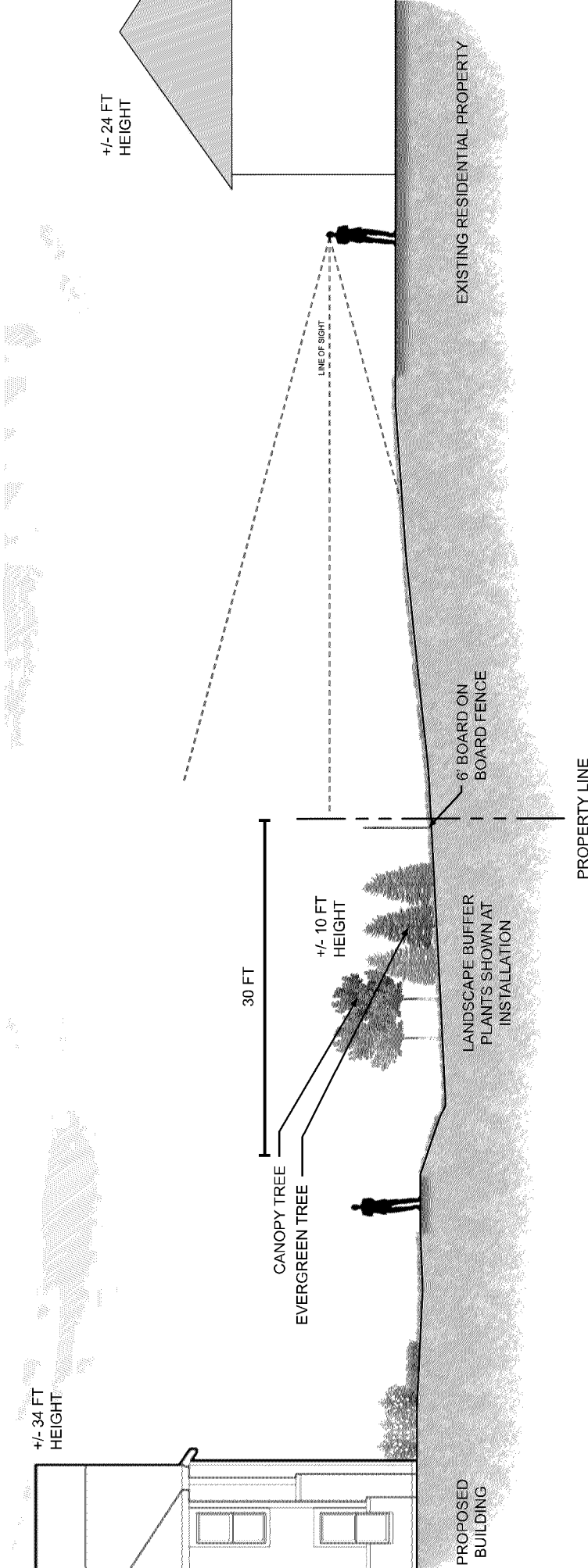


MZ BUFFALO GROVE MULTI-FAMILY LANDSCAPE PLAN RENDERING

BUFFALO GROVE, IL | NOVEMBER 2021

Kimley»Horn





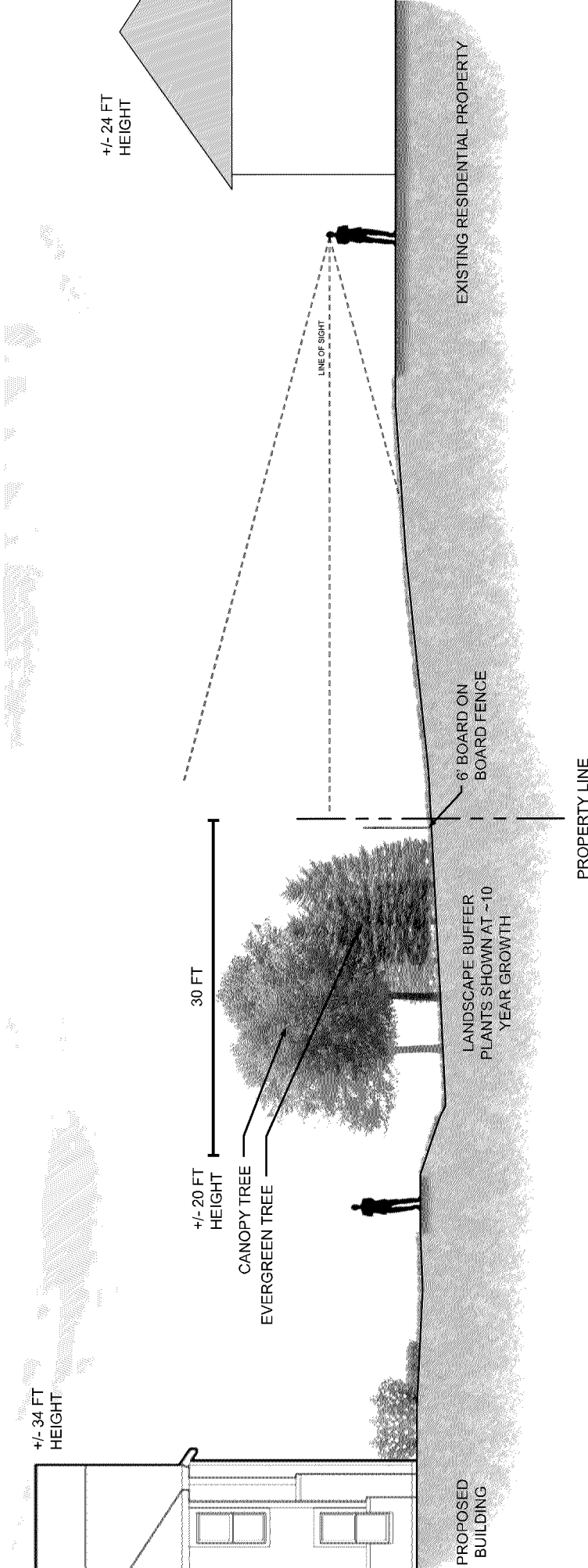
MZ BUFFALO GROVE MULTI-FAMILY

SECTION A: SOUTH LANDSCAPE BUFFER (AT INSTALLATION)

BUFFALO GROVE, IL | NOVEMBER 2021

Kimley»Horn



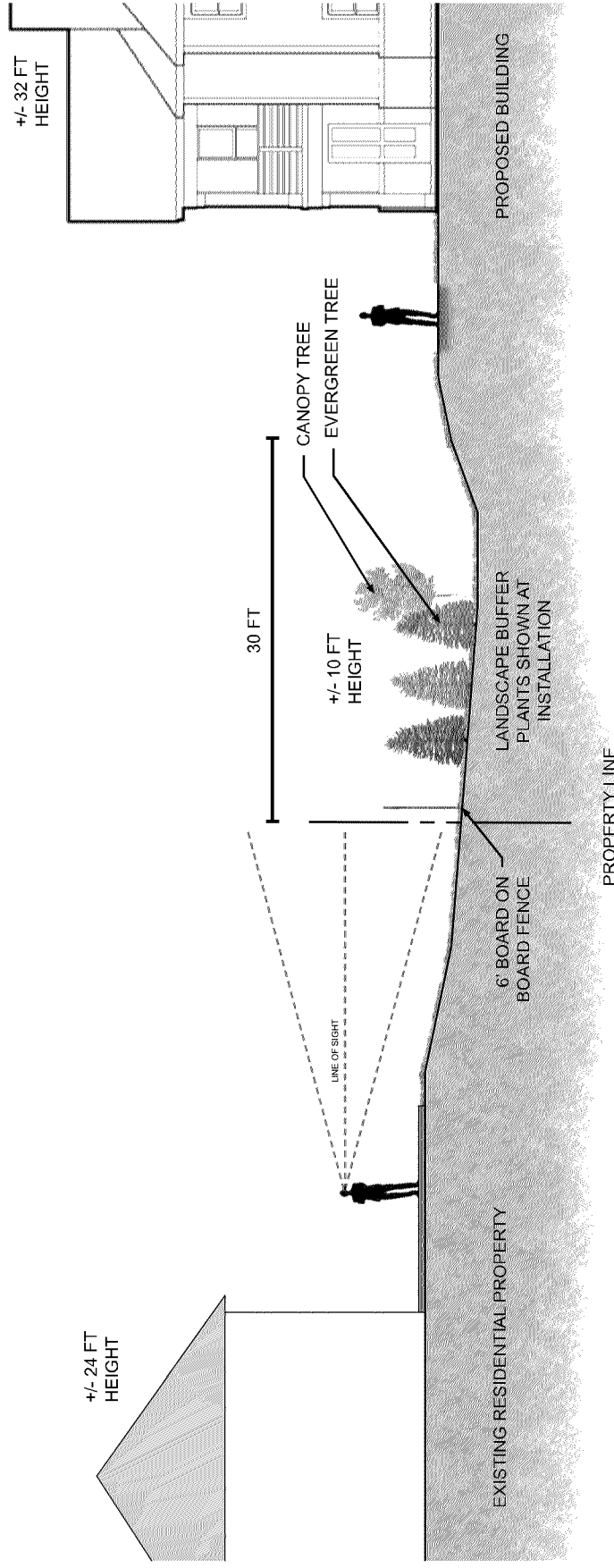


MZ BUFFALO GROVE MULTI-FAMILY

SECTION A: SOUTH LANDSCAPE BUFFER (~10 YEAR GROWTH)

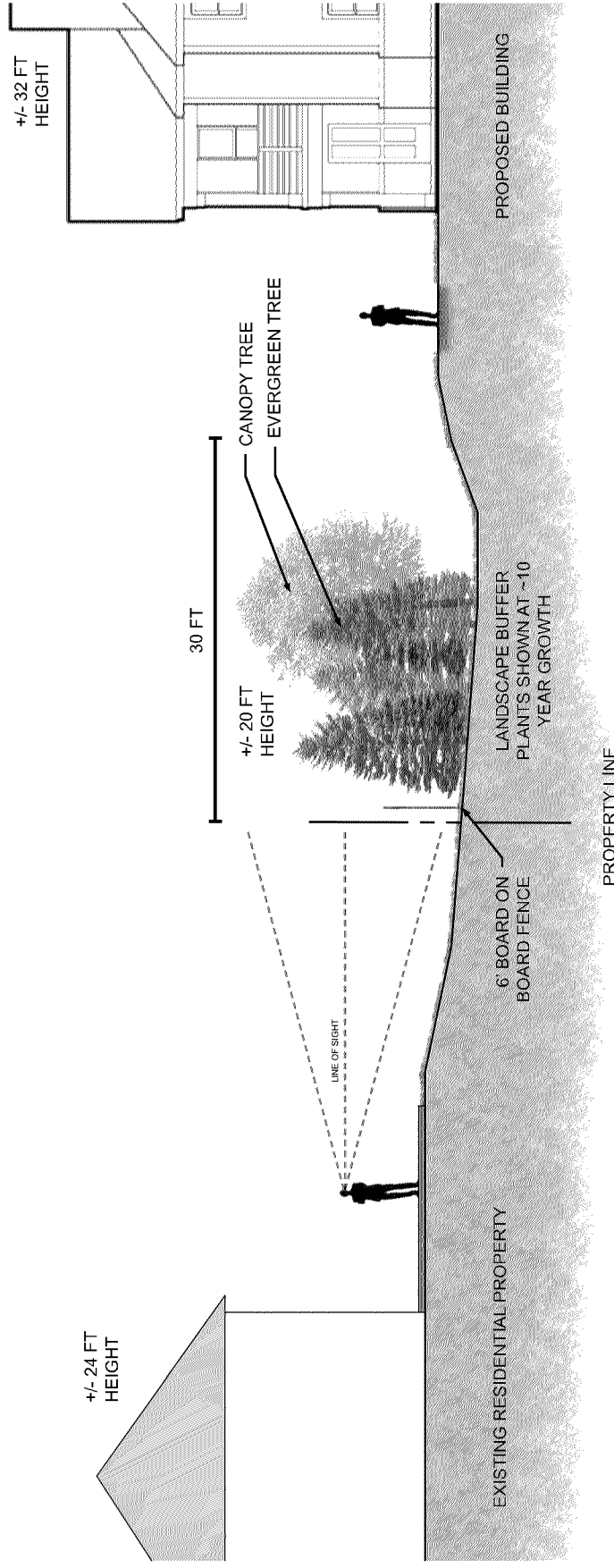
BUFFALO GROVE, IL | NOVEMBER 2021





MZ BUFFALO GROVE MULTI-FAMILY SECTION B: WEST LANDSCAPE BUFFER (AT INSTALLATION)

BUFFALO GROVE, IL | NOVEMBER 2021



MZ BUFFALO GROVE MULTI-FAMILY SECTION B: WEST LANDSCAPE BUFFER (~10 YEAR GROWTH)

BUFFALO GROVE, IL | NOVEMBER 2021

Kimley»Horn

0 2 4 8
SCALE: 1" = 4'

BUFFER LANDSCAPE TREES

EVERGREEN TREES



COLORADO SPRUCE
MATURE HEIGHT: 30-60 FT



BLACK HILLS SPRUCE
MATURE HEIGHT: 20-40 FT



VANDERWOLF'S PYRAMID PINE
MATURE HEIGHT: 20-30 FT

CANOPY TREES



AMERICAN ELM
MATURE HEIGHT:
60-80 FT

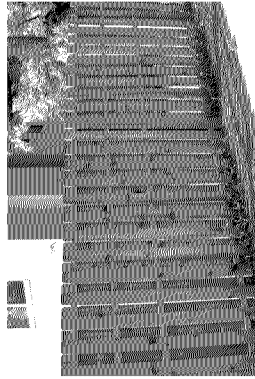


RED OAK
MATURE HEIGHT:
50-75 FT



PLANE TREE
MATURE HEIGHT:
55-65 FT

BOARD ON BOARD FENCE



MZ BUFFALO GROVE MULTI-FAMILY

BUFFALO GROVE, IL | NOVEMBER 2021

PLANT PALETTE

Kimley»Horn

NO.	REVISIONS	DATE	BY
		10/28/21	TK

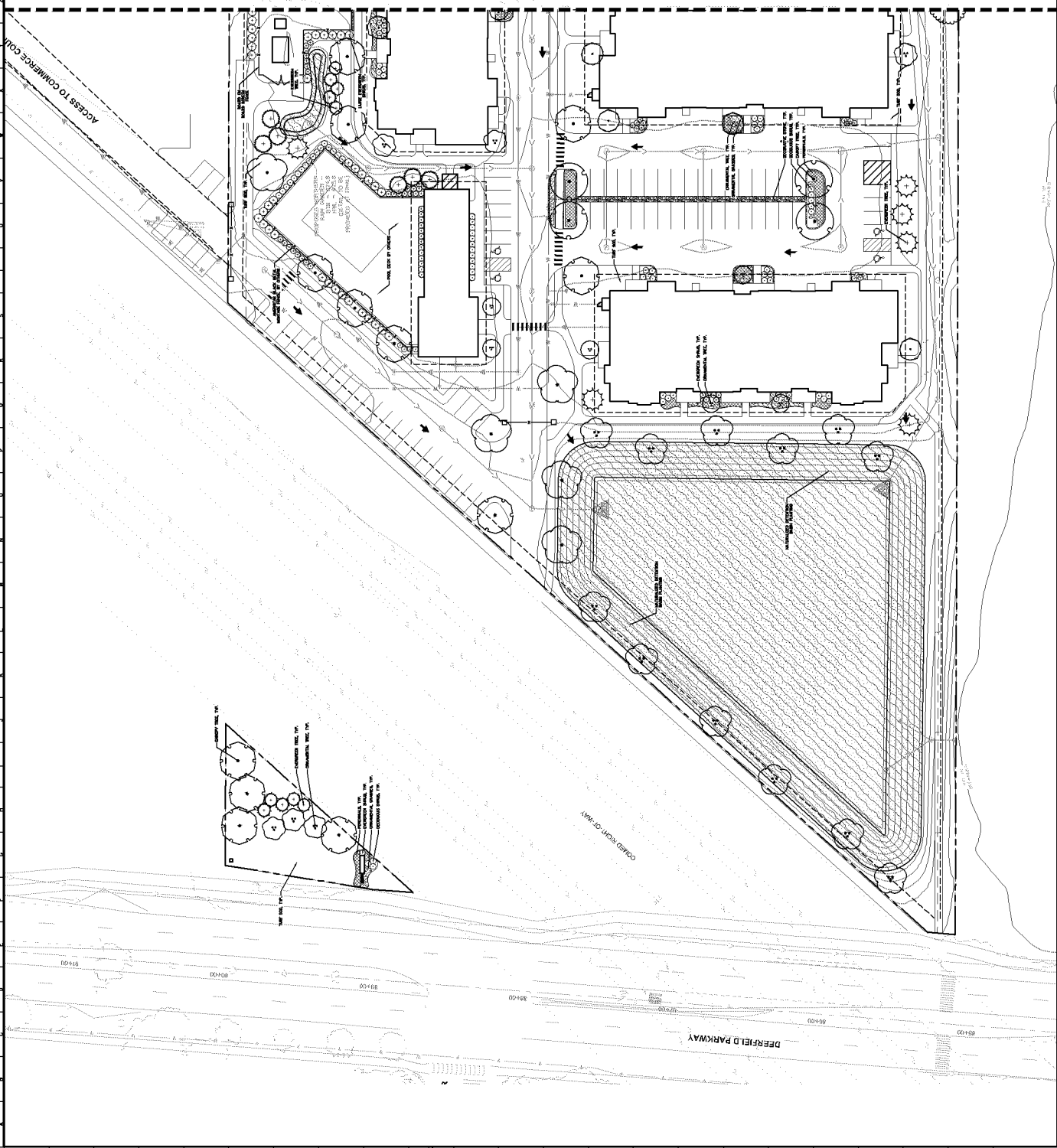
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John
Cobb
781-489-0723

JOE

GRAPHIC SCALE IN FEET
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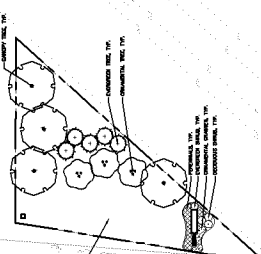
NORTH

- CONCEPT PLANT SCHEDULE
- DECIDUOUS
 - EVERGREEN
 - PAL/CLIMBER
 - CANOPY
 - CENTRAL/ACCENT
 - SCULPTURAL
 - MATERIAL (SPECIFIED)



MATCHLINE - SEE SHEET L1.2

ACCESS TO COMMERCIAL COURT



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	<u>SOLID BLACK CIRCLE</u>
	<u>CIRCLE WITH A DOT</u>
	<u>CIRCLE WITH A CROSS</u>
	<u>SQUARE WITH A CROSS-HATCH</u>
	<u>SQUARE WITH DIAGONAL LINES</u>
	<u>SQUARE WITH A GRID</u>
	<u>SQUARE WITH A WAVY PATTERN</u>

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND PLANTS SHOWN ON THE LANDSCAPE PLAN. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED DURING THE CONSTRUCTION OF THE LANDSCAPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO THE LANDSCAPE ARCHITECT, THE LANDSCAPE ARCHITECT SHALL CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
2. THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE LANDSCAPE ARCHITECT. PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
5. ALL PLANTS TO BE SPECIEM GRADE, WELL BRANCHED, HEALTHY, FULL-PRE-INOCULATED AND FERTILIZED. PLANTS SHALL BE FREE FROM DISEASE, PESTS, AND DEFECTS. PLANTS SHALL BE PLANTED WITH CARE TO PREVENT DAMAGE TO THE PLANTS. PLANTS SHALL BE PROTECTED FROM BROKEN OR DEAD BRANCHES. TRUNKS WILL BE WRAPPED IF NECESSARY TO PREVENT SUN SCALD AND INSECT DAMAGE. THE LANDSCAPE CONTRACTOR SHALL REMOVE THE WRAP AT THE PROPER TIME AS PART OF THE CONTRACT.
6. THE OWNERS REPRESENTATIVE MAY REJECT ANY PLANT MATERIALS THAT ARE DISEASED, DEFECTED, OR OTHERWISE NOT EXHIBITING SUPERIOR QUALITY.
7. ALL NURSERY STOCK SHALL BE GUARANTEED BY THE CONTRACTOR. FOR OUR FIRM FOUNDATION. INSPECTION. THE GUARANTEE BEGINNING ON THE DATE OF THE LANDSCAPE ARCHITECTS OR OWNERS SIGNATURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY PLANTS THAT DO NOT MEET THE GUARANTEE. THE CONTRACTOR SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
8. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014) OR MOST CURRENT VERSION. REQUIREMENTS FOR SIZE AND TYPE SHALL BE SPECIFIED.
9. PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
10. TOP-SOIL SHALL BE PROVIDED AND GRADED BY THE GENERAL CONTRACTOR UP TO 4 INCHES BELOW FINISHED GRADE IN TURF AREAS AND 10 INCHES IN PLANTING AREAS.
11. PLANTING AREA TOPSOIL SHALL BE AMENDED WITH 20% BRAGMUM FEATAMIS, 5% HUMUS AND 70% PULVERIZED SOIL FOR ALL NON TURF SEED MIX. SHIRAZ, ORNAMENTAL GRASS, PERENNIAL AND ANNUAL BEDS.
12. SEEDSOS LIMIT LINES ARE APPROXIMATE. CONTRACTOR SHALL SEED/SOD ALL AREAS WHICH ARE DISTURBED BY GRADING WITH THE SPECIFIED SEEDSOS MIXES.
13. SODDING TO BE 5" SPACED EDGE UNLESS INDICATED OTHERWISE ON THE PLANS. SPACED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO MATCH EXISTING SOD. SPACED EDGE SHALL SEPARATE MULCH BEDS FROM TURF OR SEED AREAS. A SPACED EDGE IS NOT REQUIRED ALONG CURBED EDGES.
14. CONTRACTOR SHALL INSTALL SHREDED HARDWOOD MULCH AT A 2" DEPTH TO ALL TREES, SHRUB, PERENNIAL, AND GRASS COVER AREAS. TREES PLANTED IN WALKS COVERED BY TURF SHALL RECEIVE A 4" DEPTH MULCH. MULCH SHALL BE 1" DEEPER UNDER TREES WITH A 2" DEPTH SHREDED WOOD MULCH MULCH.
15. INSTALLATION OF TREES WITHIN PARKWAYS SHALL BE COORDINATED IN THE FIELD WITH LOCATIONS OF UNDERGROUND UTILITIES. TREES SHALL NOT BE LOCATED CLOSER THAN 5' FROM UNDERGROUND UTILITY LINES AND NO CLOSER THAN 10' FROM UTILITY STRUCTURES.
16. DO NOT DISTURB THE EXISTING PLANTING, LIGHTING, OR LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
17. ALL DISTURBED AREAS TO BE SODDED OR SEEDDED, UNLESS OTHERWISE NOTED. SODDED SHALL BE LOCAL HARDY TURF GRASS UNLESS OTHERWISE NOTED.
18. PLANT GUARANTEES SHALL BE FOR THE CONFORMANCE OF THE OWNER AND JURISDICTIONAL REVIEW AGENCIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT GUARANTEES ARE DRAWN.



FRONT ELEVATION

DEERFIELD PARKWAY
NEW MULTI-FAMILY
DEVELOPMENT

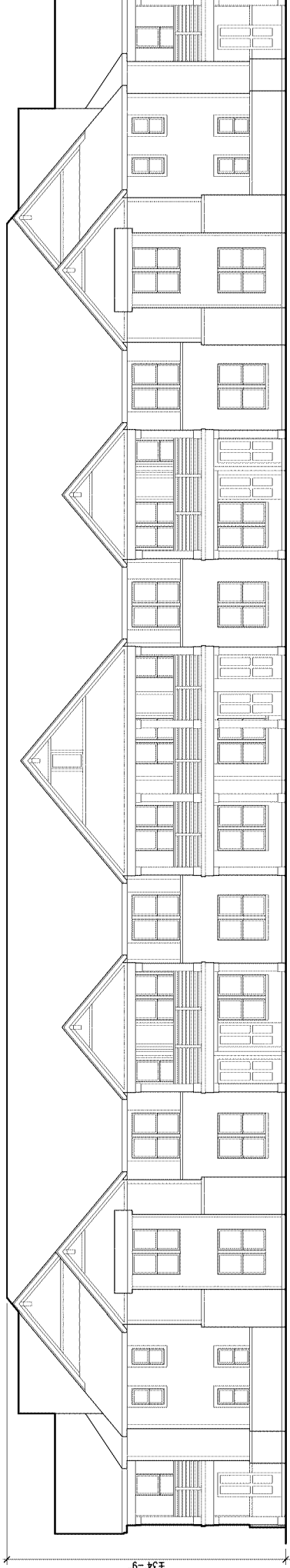
BUFFALO GROVE
60089-0000

Packet Pg. 199

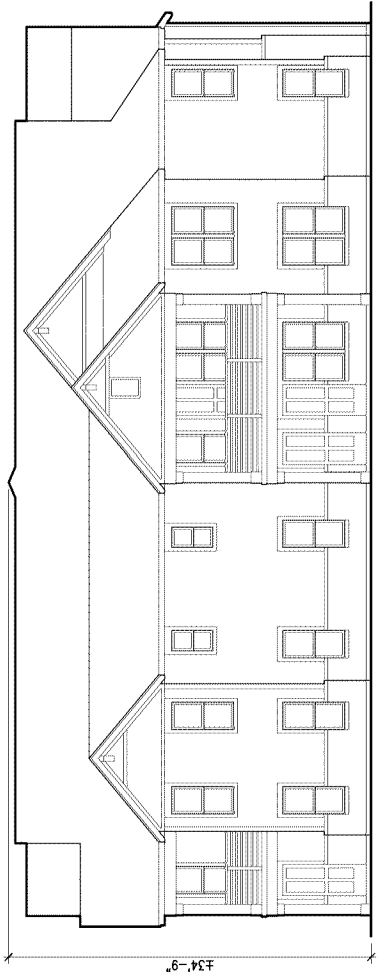
Attachment: Approved Annexation Agreement (Public Hearing- Annexation Agreement Amendment for the Property at 15989 & 16051 Deerfield Parkway)



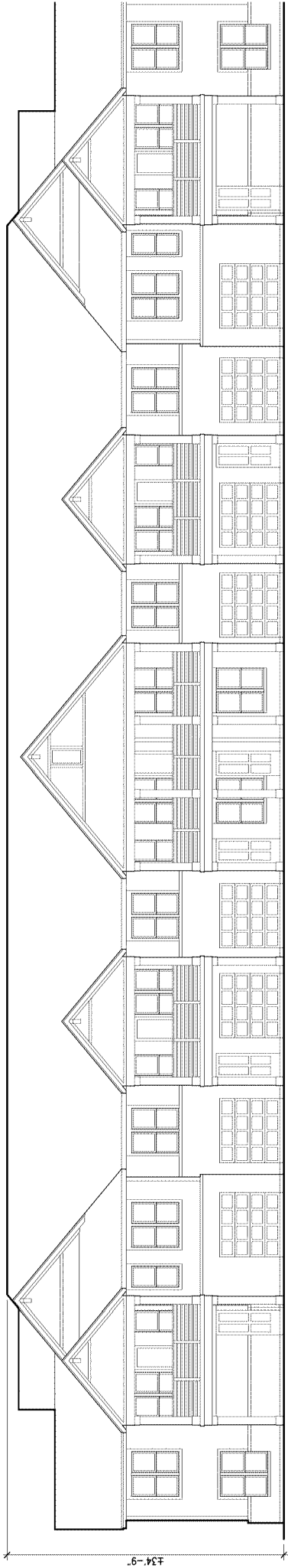
REAR ELEVATION



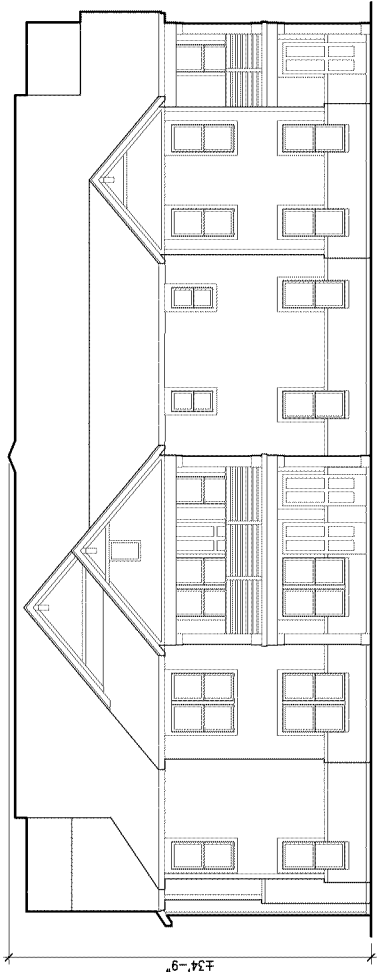
FRONT ELEVATION
3/32" = 1'-0"



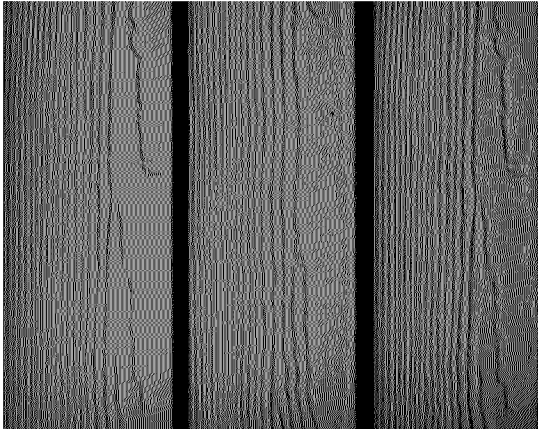
LEFT ELEVATION
3/32" = 1'-0"



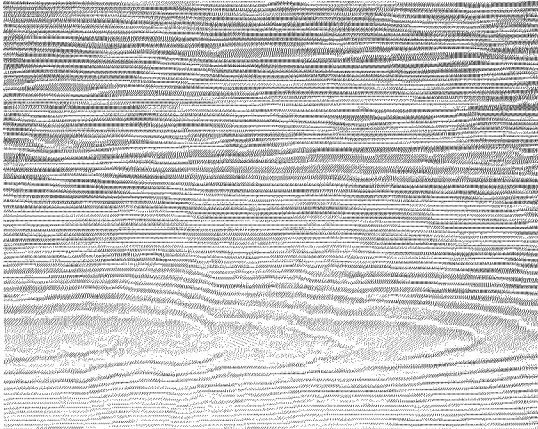
REAR ELEVATION
3/32" = 1'-0"



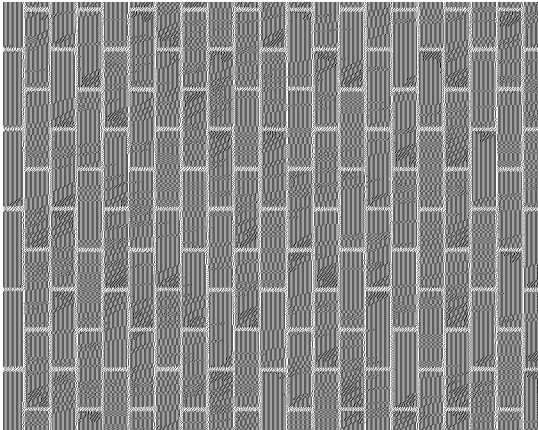
RIGHT ELEVATION
3/32" = 1'-0"



HORIZONTAL SIDING
BRAND: JAMES HARDIE
PRODUCT: SELECT CEDARMILL
COLOR: NIGHT GRAY
PATTERN: LAP SIDING HORIZONTAL



VERTICAL SIDING
BRAND: JAMES HARDIE
PRODUCT: SELECT CEDARMILL
COLOR: ARCTIC WHITE
PATTERN: BOARD & BATTEN VERTICAL



BRICK
BRAND: GLEN-GERY
PRODUCT: KLAYCOAT
COLOR: URBAN GREY
PATTERN: RUNNING BOND



ROOFING
BRAND: CERTANTEED
PRODUCT: LANDMARK
COLOR: PEWTER
PATTERN: _



Action Item : Public Hearing- Amendment to the Annexation Agreement for the for the Riverwalk North Property at 325 N Riverwalk

Recommendation of Action

The Village Board should open the public hearing and take any additional testimony concerning the annexation agreement amendment. Once all testimony has been received and the Village Board has discussed the terms of the amended agreement, the public hearing can be left open until the Village Board takes final action on the agreement. Staff recommends that the Village Board approve the attached annexation agreement amendment, subject to the final review and approval by the Village Attorney.

Hamilton Partners who is seeking approval to construct a 360-space off-street parking lot at 325 N Riverwalk Drive. CVS/Caremark has signed a land lease on the property and has the option to request Hamilton Partners construct the surface parking lot to accommodate their anticipated future need for parking at the office complex. The proposed parking lot would meet all of the Village zoning requirements, however, since the annexation agreement did not contemplate the 325 N Riverwalk property being used for surface parking, an amendment to the agreement is required.

ATTACHMENTS:

- BOT Memo (DOCX)
- Amendement to Annexation (DOCX)
- Exhibit B Plan Set (PDF)

Trustee Liaison
Johnson

Staff Contact
Nicole Woods, Community Development

Monday, December 5, 2022

VILLAGE OF BUFFALO GROVE



DATE: December 5, 2022

TO: President Beverly Sussman and Trustees

FROM: Nicole Woods, Director of Community Development
Kelly Purvis, Deputy Director of Community Development
Andrew Binder, Associate Planner

SUBJECT: **Public Hearing:** Consider an Amendment to the Existing Restated Annexation Agreement Ordinance No. 2003-10 for the Riverwalk North Property Located at 325 N Riverwalk Drive.

PROJECT BACKGROUND

The property located at 325 N. Riverwalk Drive was annexed into the Village of Buffalo Grove on July 2, 1990. In February of 2003, through the adoption of Ordinance No. 2003-010 (attached), the Village Board approved the restated annexation agreement for a 15-acre site, commonly known as the Riverwalk North Property (the entire site outlined in red and blue in Figure 1), which included the subject property (just the portion outlined in blue). The plan included an eight-story office building of not more than 158,000 square feet, a four-story parking structure, a six-story hotel with not more than 160 suites and a six-story residential building with not more than 90 dwelling units. An alternate site plan for a second residential building of six-stories and 90 dwelling units instead of the eight-story office building and parking structure was also approved. The multi-family residential building, Riverwalk Place apartments, was the only part of the plan that has been constructed.

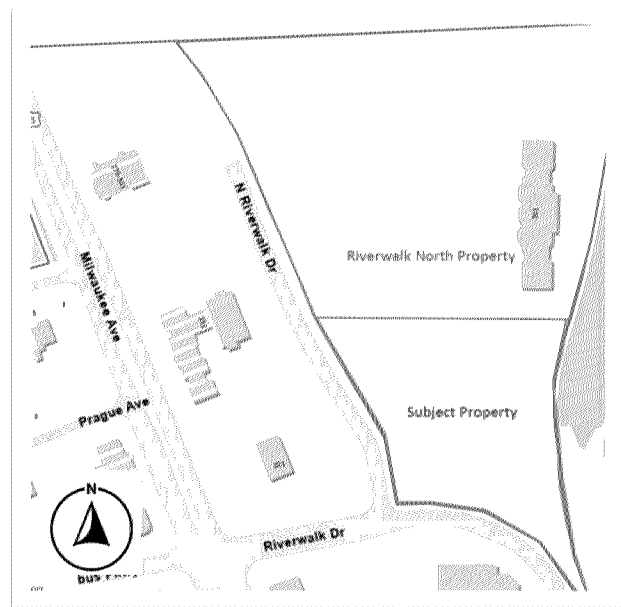


Figure 1.

Mike Rolfs of Hamilton Partners is requesting an amendment to the Restated Annexation Agreement and the Planned Unit Development that was approved by Ordinance No. 2003-10, and an Amendment to the Preliminary Plan to construct a 360-space off-street parking lot on the property. The off-street parking lot would be constructed in lieu of the 8-story office building and the 4-story parking structure that were previously approved. The proposed off-street surface parking lot will supplement the parking for the CVS/Caremark offices located within Riverwalk I & II Office Towers directly south of the site at 2100 - 2150 Lake Cook Road.

The petitioner's narrative statement indicates that CVS/Caremark has signed a land lease on the property and has the option to request Hamilton Partners construct the surface parking lot to accommodate their anticipated future need for parking at the office complex. They are watching post-Covid trends closely before they elect to have the parking lot constructed. To allow the parking lot to be constructed expeditiously, upon request of CVS/Caremark to do so, Hamilton is requesting the preliminary approvals required to move forward with the project.

PLANNING & ZONING ANALYSIS

Use & Setbacks

- Accessory parking facilities provided on the same zoning lot as the principal use are permitted in the MUPD District.
- Off-street parking facilities must be setback from the property line at least as far as the front yard setback required for the district. With the property being located in the MUPD District, the front yard setback requirement is 25 feet. The site plan (Figure 2) shows a setback of 26 feet from the property lines adjacent to Riverwalk Drive and N Riverwalk Drive.

Access & Circulation

- Two access drives are proposed for the new parking lot. One access drive will be located at the northwest end of the site along N Riverwalk Drive and the other will be located at the southeast part of the site on Riverwalk Drive.
- Two-way circulation is proposed throughout the parking lot.

Parking Lot Dimensions

- All proposed parking stall, drive aisle and access drive dimensions are in compliance with the Village requirements for off-street parking facilities.

ADA Compliance

- Prior to issuance of a building permit to construct the new off-street parking facility, a comprehensive evaluation of accessible parking stalls within the subject property and the office buildings at 2100-2150 Lake Cook Road will be required to ensure compliance with the Illinois Accessibility Code.
- During final engineering review, the pedestrian crossing proposed on Riverwalk Drive will also be evaluated for ADA compliance.

Lighting

- Ground mounted pole lighting will be used to illuminate the site.
- The footcandle level at the property line will not exceed .5, which complies with village requirements.

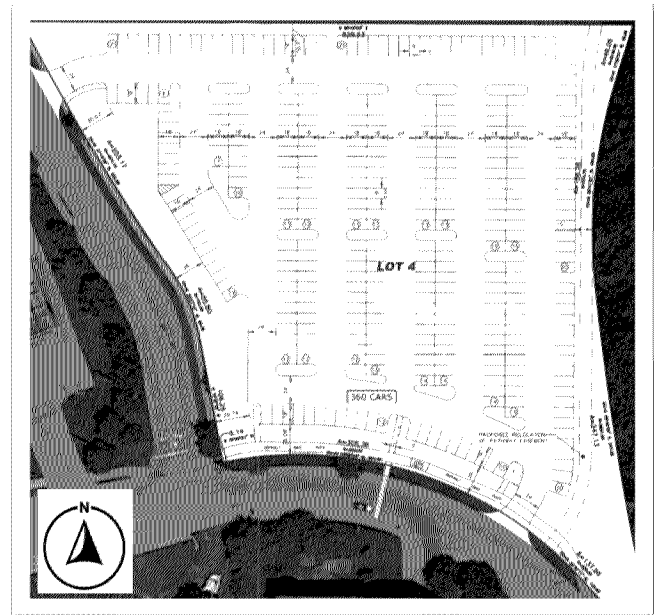


Figure 2.

- The petitioner has provided a landscape plan (Figure 3) showing new landscaping proposed throughout the site.
- Code compliant landscape islands and parking lot screening are proposed. The screening along the north property boundary is between 6-8 feet in height.
- The landscaping includes a mixture of shade trees, ornamental trees, and evergreen trees.



- The existing bike path located on the east side of the property will be retained with an easement.

- The Village's Engineers have reviewed the preliminary plans and have indicated minimal concerns related to stormwater and utilities, all of which can be addressed during the final engineering process.
- As a condition of approval, final engineering will have to be submitted in a manner acceptable to the Village.

On November 2, 2022, the PZC recommended approval of the Amendment to the Restated Annexation Agreement and Planned Unit Development approved by Ordinance No. 2003-10, an Amendment to the Preliminary Plan, and approval of an off-street parking facility use at 325 N Riverwalk Drive subject to four conditions. Staff concurs with this recommendation. A few inquiries by the public were addressed by staff prior to the PZC meeting.

Attached for the Board's consideration is an amendment to the restated annexation agreement reflecting the plans and conditions outlined in the PZC application. Staff recommends approval subject to the terms and conditions identified in the attached annexation agreement and the proposed plan. The attached annexation agreement shall be subject to final review and approval by the Village Attorney.

The Village Board should open the public hearing and take testimony concerning the annexation agreement. Once all testimony has been received and the Village Board has discussed the terms of the annexation agreement, the public hearing can remain open until the annexation agreement is voted upon.

**FIRST AMENDMENT TO THE RESTATED ANNEXATION AGREEMENT FOR
RIVERWALK NORTH PROPERTY AT
325 N RIVERWALK DRIVE**

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

This agreement ("First Amendment") is made and entered into as of this 5th day of December 2022 by and between the Village of Buffalo Grove ("Village") by and through the President and Board of Trustees of the Village (hereinafter collectively referred to as the "Corporate Authorities") and Riverwalk North Office, LLC, ("Owner").

W I T N E S S E T H:

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

WHEREAS, pursuant to the provisions of Section 5/11-15.1-1 et seq., of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.) and as the same may have been modified by the Village's Home rule powers, the Village entered into an Annexation Agreement approved February 3, 2003 with LaSalle Bank National which was approved by Village Ordinance No. 2003-10 (hereinafter referred to as the "Restated Agreement") for the real property ("Property") legally described in EXHIBIT A hereto; and,

WHEREAS, Owners are the owners of a certain tract of property ("Property") comprising 3.79 acres legally described and identified in the Legal Description, attached hereto as EXHIBIT A and made a part hereof, known as 325 N Riverwalk Drive; and,

WHEREAS, Owner has requested approval of an amendment to the Restated Agreement approved by Ordinance No. 2003-10 to construct a 360-space off-street parking lot as depicted in the Plan Set attached hereto as EXHIBIT B, and made a part hereof; and,

WHEREAS, pursuant to the provisions of Section 5/11-15.1-1 et seq., of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.) and as the same may have been modified by the Village's Home Rule Powers, a proposed First Amendment to the Restated Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by Statute; and,

WHEREAS, the President and Board of Trustees after due and careful consideration have concluded that an amendment to the Restated Agreement ("First Amendment") would serve the best interests of the Village; and,

WHEREAS, the following EXHIBITS, some of which were presented in testimony given by the Owner or the witnesses during the hearings held before the President and Board of Trustees prior to the execution of this First Amendment, are hereby incorporated by reference herein, made a part hereof and designated as shown below.

EXHIBIT A	Legal Description
EXHIBIT B	Plan Set

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

1. Applicable Law. This amendment is made pursuant to and in accordance with the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers. The preceding whereas clauses are hereby made a part of this Amendment.
2. Term of Agreement. That certain Restated Annexation Agreement dated February 3, 2003, approved by Ordinance No. 2003-10 is hereby amended to allow the construction of a 360-space off street parking lot on the vacant lot at 325 N Riverwalk Drive as depicted in EXHIBIT B.
3. Scope of Amendment. All references, conditions and obligations to the Property in the Restated Agreement not otherwise amended by this First Amendment shall remain in full force and effect.

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

VILLAGE OF BUFFALO GROVE

By _____
BEVERLY SUSSMAN, Village President

ATTEST:

By _____
VILLAGE CLERK

RIVERWALK NORTH OFFICE LLC,
C/O HAMILTON PARTNERS

By _____

Michael Rolfs, Hamilton Partners

This document prepared by:
Patrick Brankin
Village of Buffalo Grove
50 Raupp Blvd.
Buffalo Grove, Illinois 60089

Mail to:
Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

EXHIBIT A**FIRST AMENDMENT TO THE RESTATED ANNEXATION AGREEMENT FOR
RIVERWALK NORTH PROPERTY AT
325 N RIVERWALK DRIVE****Legal Description****Parcel 1**

LOT 4 IN RIVERWALK NORTH, BEING A RESUBDIVISION IN THE SOUTH 1/2 OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2005 AS DOCUMENT 5857621, IN LAKE COUNTY, ILLINOIS.

Parcel 2

PERMANENT EASEMENT OVER PARTS OF LOT 3 AS SHOWN BY DASHED LINES ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT 5857621 AND LABELED "ACCESS EASEMENT" FOR INGRESS, EGRESS, AND ACCESS FROM LOT 4 TO NORTH RIVERWALK DRIVE BY SUCH PROPERTY OWNERS AND THEIR BENEFICIARIES, EMPLOYEES, AGENTS, TENANTS, AGENTS, SUCCESSORS AND ASSIGNS.

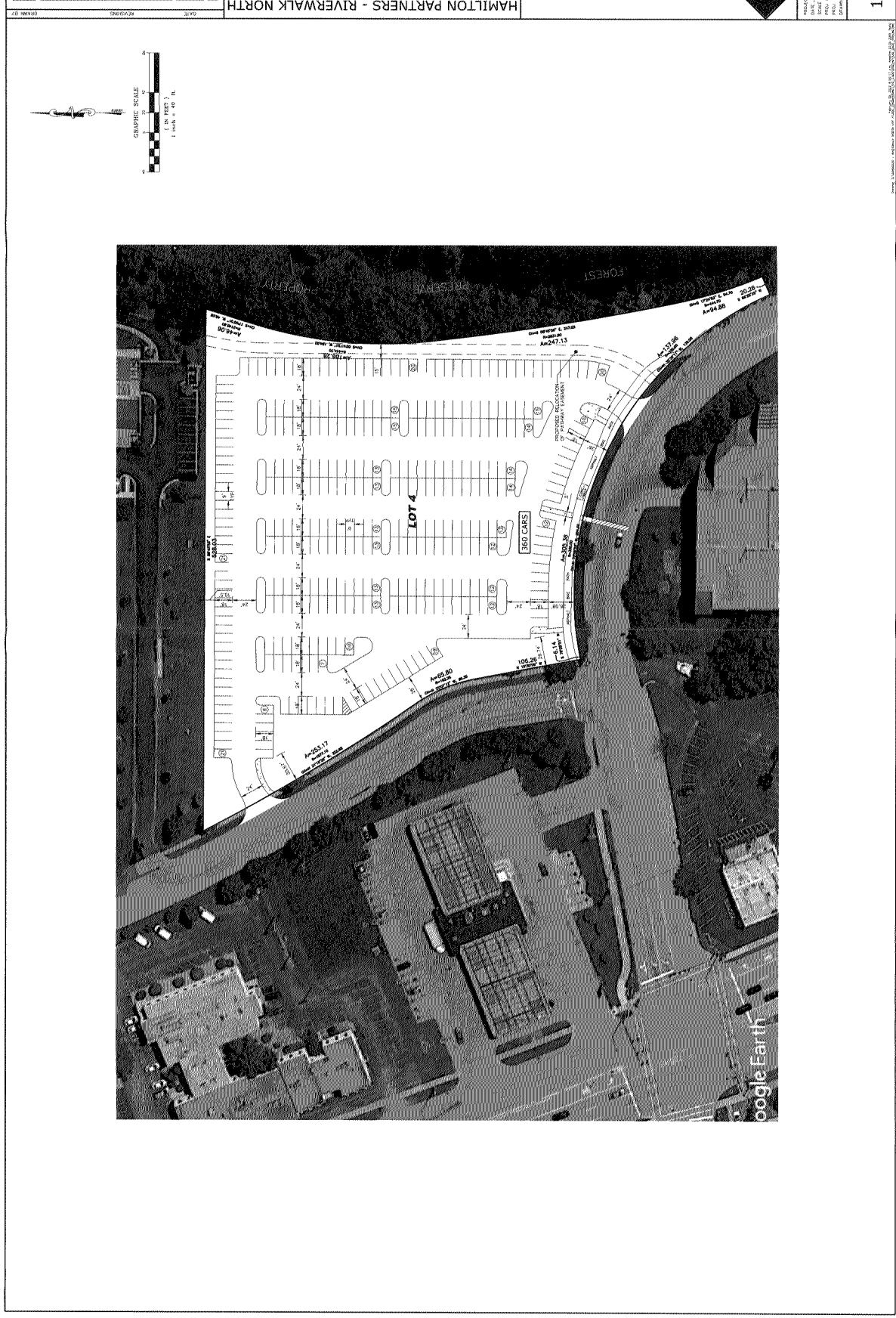
SUBJECT PROPERTY COMMON DESCRIPTION: 325 N Riverwalk Drive, Buffalo Grove, IL 60089

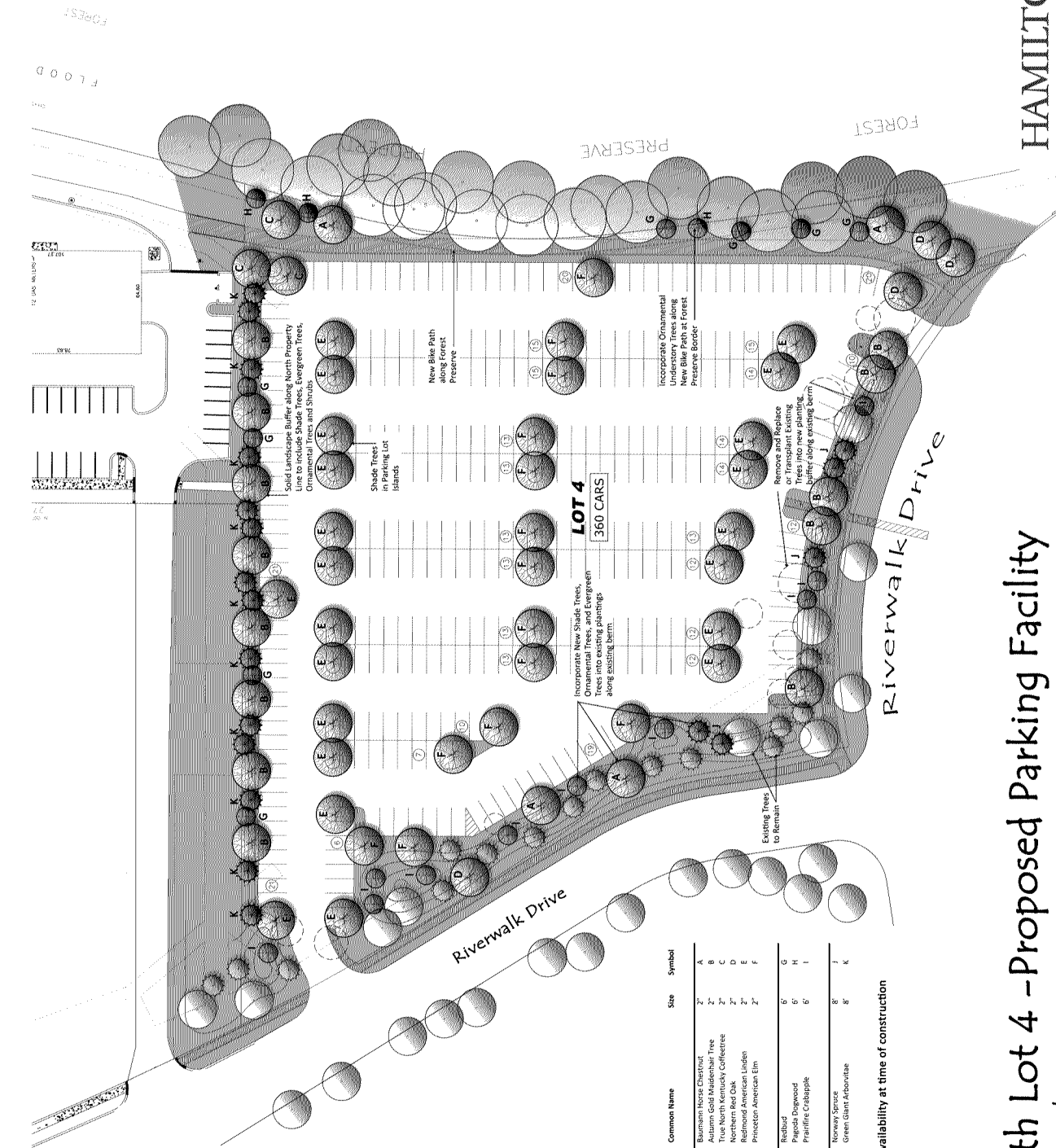
PARCEL INDEX NUMBER: 15-35-402-147

EXHIBIT B
FIRST AMENDMENT TO THE RESTATED ANNEXATION AGREEMENT FOR
RIVERWALK NORTH PROPERTY AT
325 N RIVERWALK DRIVE

Plan Set

Attachment: Exhibit B Plan Set (Public Hearing-Annexation Agreement Amendment for the Property at





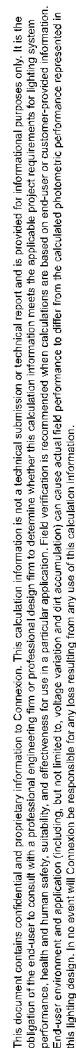
Scale: 1" = 30'-0"
January 27, 2022
September 21, 2022

PLANT LIST				
Quantity	Genus	Species	Variety	Common Name
SHADE TREES				
8	Malus	sp.	Autumn Gold	Autumn Gold Crabapple
13	Ginkgo	biloba	Autumn Gold	Autumn Gold Maidenhair Tree
3	Gymnocladus	dioscori	UAMSenergy	True North Kentucky Coffeetree
4	Quercus	rubra		Northern Red Oak
22	Tilia	americana	Redmond	Redmond American Linden
14	Ulmus	sp.	Princeton	Princeton American Elm
ORNAMENTAL TREES				
8	Cercis	canadensis		Redbud
4	Cornus	alternifolia		Pagoda Dogwood
10	Malus	sp.	Prairifire	Prairifire Crabapple
EVERGREEN TREES				
5	Picea	mariana		Norway Spruce
14	Thuja	sp.	Green Giant	Green Giant Arborvitae

* Sizes, Varieties and Quantities may vary due to availability at time of construction

Riverwalk North Lot 4 - Proposed Parking Facility

A Hamilton Partners Property

Page M of 1



Action Item : Public Hearing- Regarding Acceptance of the FY 2023 Budget

Recommendation of Action

Staff recommends acceptance of the FY 2023 Budget.

A public hearing is required prior to the adoption of the FY 2023 Village Budget. The notice was published in the Daily Herald. The FY 2020 Budget was presented to the Village Board during the special board meeting on November 14th and has been made available to the public since November 3rd. The final draft

budget has been published at the following link.

<http://www.vbg.org/budget>

Trustee Liaison
Sussman

Staff Contact
Chris Black, Finance

Monday, December 5, 2022	
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Ordinance No. O-2022-124 : An Ordinance Setting Compensation for Elected Officials

Recommendation of Action

Staff Recommends Approval

SUMMARY: Staff recommends the Village Board approve An Ordinance Setting Compensation for Elected Officials. It should be noted that the salaries in the proposed ordinance remain unchanged and are still set at the amounts passed by ordinance in 1996.

ATTACHMENTS:

- Trustee Salary Memo 2022 (DOCX)
- Trustee Salary Ordinance (DOCX)

Trustee Liaison
Weidenfeld

Staff Contact
Brett Robinson, Finance

Monday, December 5, 2022

VILLAGE OF
BUFFALO GROVE



DATE: November 29, 2022

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Administrative Services Director
Jessie Brown, Administrative Services Manager

RE: Title 2 Change Village Official Salaries

Background Information

One of the changes to Title 2 is the removal of Village Official compensation values and the requirement that those amounts be passed via a separate resolution or ordinance. It should be noted that the salaries in the attached proposed ordinance remain unchanged and are still set at the amounts passed by ordinance in 1996.

Recommendation

Staff recommends the Village Board approve an Ordinance Setting Compensation for Elected Officials.

Attachment: Trustee Salary Memo 2022 (O-2022-124 : Compensation for Elected Officials)

ORDINANCE 2022- _____**AN ORDINANCE SETTING COMPENSATION FOR ELECTED OFFICIALS**

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 compensates elected officials for their official duties ; and

WHEREAS, the Village Code Title 2.04 adopted on December 5th 2022 requires an ordinance to set the amount of compensation for elected officials; and

WHEREAS, the compensation amounts set below remain unchanged.

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 following officers shall receive an annual salary payable in twelve equal monthly payments.

- A. The President shall be paid a salary of seven thousand eight hundred dollars annually.
- B. Trustees shall be paid a salary of four thousand two hundred dollars annually.
- C. The Village Clerk shall be paid a salary of six thousand dollars annually

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk



Ordinance No. O-2022-125 : An Ordinance Amending the Existing Incentive Agreement with Edward Hines Lumber Co. at 1000 Corporate Grove

Recommendation of Action

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

SUMMARY: The Village entered into a sales tax sharing agreement with Edward Hines Lumber Co. at 1000 Corporate Grove Drive. Hines is requesting a name change to their new entity US LBM Operating Co. 3009, LLC d/b/a Hines Lumber Co. No other changes are being proposed.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Draft Fourth Amendment dated 11.29.22 (DOCX)

Trustee Liaison

Smith, Johnson

Staff Contact

Chris Stilling, Community Development

Monday, December 5, 2022

VILLAGE OF BUFFALO GROVE



DATE: December 1, 2022

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: Fourth Amendment to the Incentive Agreement with Edward Hines Lumber Co.
at 1000 Corporate Grove Drive

Recommendation

Staff recommends that the Village Board approve an Ordinance authorizing the Fourth Amendment to incentive Agreement with Hines Lumber Co. at 1050 Corporate Grove Drive, subject to the final approval of the Village Attorney.

Background

In 2000, the Village entered into a sales tax sharing agreement with Edward Hines Lumber Co. ("Hines") at 1000 Corporate Grove Drive. This location serves as Hine's Corporate Headquarters, as well as a showroom. The original agreement was subsequently amended in 2003 and again in 2009 and most recently in 2020. Hines is making some corporate changes and is requesting a name change of their entity. As a result, they are requesting a fourth amendment to assign the existing agreement to US LBM Operating Co. 3009, LLC d/b/a Hines Lumber Co. a Delaware corporation.

Proposed Amendment

The current agreement, which expires in 2040, is to the benefit of Edward Hines Lumber Co, an Illinois corporation. Pursuant to the terms of the amendment, Hines would be assigning the agreement to their new entity US LBM Operating Co. 3009, LLC d/b/a Hines Lumber Co. a Delaware corporation. All other terms and conditions would remain in place and this amendment has been reviewed by the Village Attorney.

Ordinance No. 2022 -

Assignment, Assumption and Amendment No. 4 To Agreement By and Between the Village of Buffalo Grove and US LBM Operating Co. 3009, LLC d/b/a Hines Lumber Co.. at 1000 Corporate Grove Drive

WHEREAS, the Village of Buffalo Grove, hereinafter referred to as “Village” is a Home Rule Unit by virtue of the Illinois Constitution of 1970; and,

WHEREAS, Edward Hines Lumber Co., an Illinois corporation, hereinafter referred to as “Hines”, currently conducts its business at the property commonly known as 1000 Corporate Grove Drive, Buffalo Grove, Illinois; and

WHEREAS, the Village and Hines entered into an Agreement dated November 20, 2000 concerning Municipal Sales Tax (hereinafter referred to as the “Agreement”), which Agreement set forth the terms of the rebate of the Municipal Sales Tax revenues; and

WHEREAS, the Village and Hines entered into an Amendment to Agreement dated March 3, 2003 (the “First Amendment”); and

WHEREAS, the Village and Hines entered into an Amendment to Agreement dated July 28, 2009 (the “Second Amendment”); and

WHEREAS, the Village and Hines entered into an Amendment to Agreement dated August 11, 2020 (the “Third Amendment”); and

WHEREAS, Hines is requesting an Assignment, Assumption and Amendment No. 4 To the Agreement to assign the Agreement to US LBM Operating Co. 3009, LLC d/b/a Hines Lumber Co. a Delaware corporation in accordance with the terms and conditions outlined in Exhibit “A” (the “Fourth Amendment”).

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

Section 1. The foregoing Whereas clauses are hereby incorporated herein.

Section 2. The Village President and Village Clerk are hereby authorized to execute the Assignment, Assumption and Amendment No. 4 to Agreement between the Village of Buffalo Grove and US LBM Operating Co. 3009, LLC d/b/a Hines Lumber Co., a copy of which is attached hereto as Exhibit "A".

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication. This Ordinance may be published in pamphlet form. This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman Village President

EXHIBIT A

**Fourth Amendment to the Agreement By and Between the Village of Buffalo Grove and US
LBM Operating Co. 3009, LLC d/b/a Hines Lumber Co. at 1000 Corporate Grove Drive**

Attachment: Ordinance (O-2022-125 : Approve an Ordinance Amending the Agreement with Hines Lumber at 1000 Corporate Grove)

December __, 2022

Assignment, Assumption and Amendment No. 4 To Agreement

This Assignment, Assumption and Amendment No. 4 to Agreement is made and entered into the ____ day of December, 2022 by and between the Village of Buffalo Grove, an Illinois Municipal Corporation, hereinafter referred to as the "Village" and Edward Hines Lumber Co., an Illinois corporation, and US LBM Operating Co. 3009, LLC d/b/a Hines Lumber Co., a Delaware Corporation, and

Whereas, the Village and Hines have entered into an Agreement dated November 20, 2000 concerning Municipal Sales Tax (hereinafter referred to as the "Agreement"),

Whereas, the Village and Hines entered into an Amendment to Agreement dated March 3, 2003 (the "First Amendment"),

Whereas, the Village and Hines entered into an Amendment to Agreement dated July 28, 2009 (the "Second Amendment"),

Whereas, the Village and Hines entered into an Amendment No. 3 to Agreement dated August 11, 2020.

Now, Therefore, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree that the Agreement (as amended by the First Amendment and the Second Amendment), and Section 6 of the Agreement, (as amended by the First Amendment and the Second Amendment) are assigned, assumed, amended and restated to read as follows,

1. The Agreement is hereby assigned by Edward Hines Lumber Co., an Illinois corporation to US LBM Operating Co. 3009, LLC d/b/a Hines Lumber Co. a Delaware corporation. US LBM Operating Co. 3009, LLC assumes all rights and obligations under the Agreement, as amended, and for the purpose of the Agreement shall be referenced to as "Hines".

6. Creation and Approval of Single Order-Acceptance Point:

F. Hines represents that its sales attributable to the Village meet the requirements of 86 Ill. Admin. Reg. 270.115 as such sales have at least three primary sales tax sourcing factors located in the Village. Such factors include: (1) the location of Hines operating division headquarters (and not headquarters of US LBM Operating Co. 3009, LLC or parent of any legal entity within the US LBM legal structure; (2) the location where payment is tendered and received or from which invoices are issued with respect to each sale; and (3) the location where Hines takes action that binds it to the sale by order acceptance of purchase orders.

All other provisions of the Agreement, not amended herein remain in full force and effect.

The Recitals on page 1 of this Agreement are incorporated into and made a part of this Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

In Witness, hereof, the parties have executed this Assignment, Assumption and Amendment No. 4 to Agreement as of the date first above written.

Village of Buffalo Grove

Village President

Attest:

Village Clerk

US LBM 3009, LLC

Vice President-CFO

Attest:

Title:

US LBM Operating Co. 3009, LLC d/b/a
Hines Lumber Co., a Delaware corporation

Attest:

Title



Ordinance No. O-2022-126 : Ordinance Approving an Amendment to Planned Unit Development Amendment for the Extension of a Communication Antenna Tower at 185 Milwaukee

Recommendation of Action

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

SUMMARY: Crown Castle USA Inc. is requesting to extend the existing communication antenna tower by 10 feet located at 185 Milwaukee. The extension requires an amendment to the Planned Unit Development.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B. Plan Set (PDF)
- Exhibit C. PZC Minutes (PDF)

Trustee Liaison
Johnson

Staff Contact
Nicole Woods, Community Development

Monday, December 5, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: December 5, 2022

TO: President Beverly Sussman and Trustees

FROM: Nicole Woods, Community Development Director
Kelly Purvis, Deputy Community Development Director

SUBJECT: 185 N. Milwaukee Avenue – Crown Castle USA, Inc. The petitioner is seeking approval of an amendment to the underlying Planned Unit Development approved by Ordinance No. 2006-7 to allow a 10-foot extension of the existing communications tower, colocation of an antenna array and the installation of additional ground equipment at the base of the tower within the existing enclosure at 185 N. Milwaukee Avenue.

PROPERTY BACKGROUND

The subject property was annexed into the Village in 2004 and automatically zoned RE, Residential Estate District (a default zoning district upon annexation) by adoption of Ordinance No. 2004-32. At the time of annexation, the property was already improved with a restaurant, three communications towers with antenna facilities and ground level equipment shelters serving the antennas. Development of the property occurred under the zoning authority of Lake County.



The property owner petitioned the Village in 2006 for a rezoning of the property to B3 Planned Business District, in hopes to market the site for commercial redevelopment. Through the adoption of Ordinance No. 2006-7, the property was zoned B3 District and the underlying PUD for the property was established. Ordinance No. 2006-7 acknowledges that the communications towers do not meet the Village's zoning requirements for communication towers. It is further noted that the communications towers and related antennas and equipment shelters on the property shall not be modified or expanded unless approved by the Village.

Ordinance No. 2006-7 has been amended twice. In 2009, the Village adopted Ordinance No. 2009-76, which allowed the colocation of an antenna for Clearwire Corporation on the western-most tower (owned by TowerCo). In 2018, Ordinance No. 2018-043 was approved to allow the construction of the True North/Shell gas station and convenience store on the subject property.

Attachment: BOT Memo (O-2022-126 : Ordinance Approving an Amendment to Planned Unit Development at 185 Milwaukee)

REQUEST

The Petitioner, Crown Castle USA Inc. is requesting to extend the height of an existing communications tower by 10 feet, bringing the overall equipment height to 115 feet, to collocate a New Cingular Wireless (AT&T) antenna array on the tower.

The tower for which the extension is proposed was constructed in 1998 and is 100 feet tall with an antenna that adds an additional 5 feet in height to the tower. Additional ground equipment is also proposed to be located within the existing enclosure at the base of the tower. The ground equipment is enclosed by a wood fence with a lock.

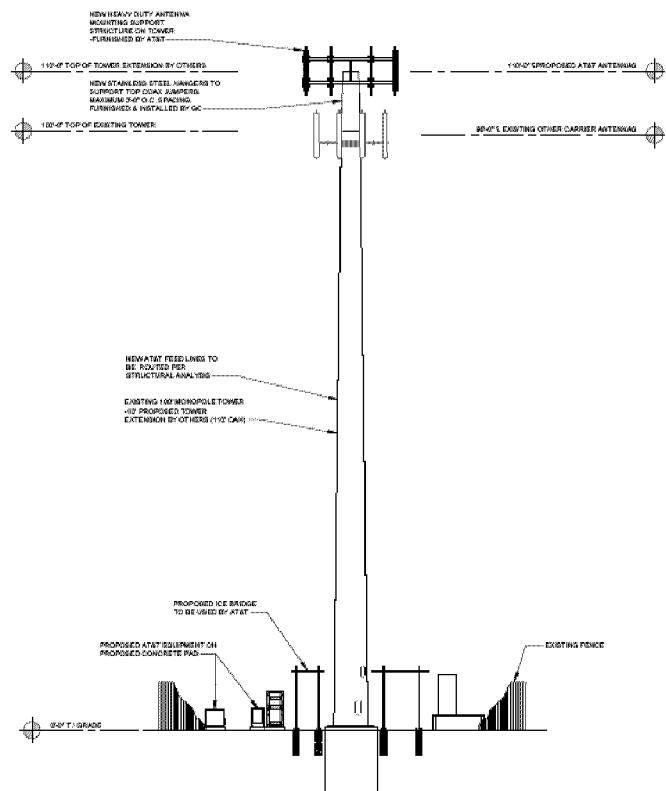
VILLAGE PURVIEW

Certain federal statutes and regulations preempt aspects of local authority to regulate wireless telecommunication facilities. Per the United States Middle Class Tax Relief and Job Creation Act of 2012 (also known as the Spectrum Act) and the rules and orders of the Federal Communications Commission (FCC), the scope of municipal review is limited to whether a request is a qualified request.

Regarding tower height extensions, according to the FCC, a proposed modification does not constitute a “substantial change” if (2) the modification would not increase the height of the tower by the greater of a 10% or (b) the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet. As a result, the subject application does not propose a “substantial change.” AT&T proposes adding one additional antenna array on the tower with a separation of approximately three feet between the bottom of the array and the top of the existing array. Therefore, the modification to the tower would not constitute a “substantial change”. Because the proposed tower height increase is not a “substantial change” as defined by the FCC, the subject application constitutes an “eligible facilities request” that must be approved by the Village pursuant to federal law.

A municipality may not require an applicant to submit any other documentation including but not limited to documentation intended to illustrate the need for such wireless facilities or to justify the business decision to modify such wireless facilities.

However, the Village does have the ability to require that these types of projects go through a review process. As indicated above, Ordinance No. 2006-7 requires that expansion or modification of the communications towers be approved by the Village. Therefore, to allow the tower to be modified as requested, the petitioner will need an amendment to the underlying Planned Unit Development approved by Ordinance No. 2006-7.

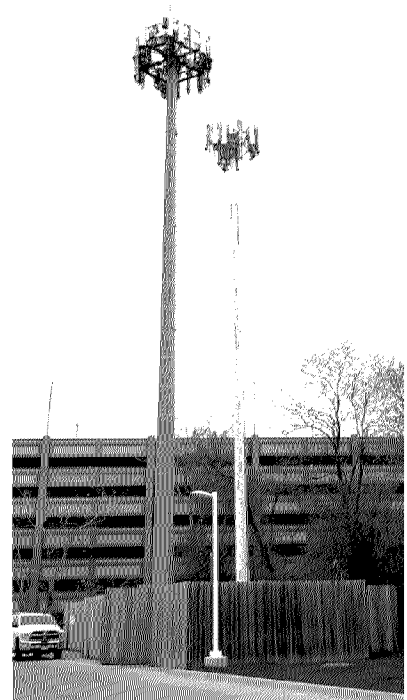


Existing Communication Antenna Tower

- The existing communication antenna tower was constructed in 1998 under the jurisdiction of Lake County.
- The tower was annexed into the Village in 2004 and is legally non-conforming.
- The existing communication tower is 100 feet tall with antenna that are up to 105 feet in height.

Proposed Communication Tower Extension

- The communication antenna tower extension will allow collocation of an AT&T antenna array on the existing tower.
- Additional equipment will be installed at the base of the tower, within the existing enclosure.
- The new tower height will be 110 feet with antenna that are up to 115 feet in height.
- The proposed tower extension is considered an eligible facilities request by the FCC and therefore, the Village must approve the request.

**PUBLIC HEARING COMMENTS**

There were no comments from the public.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of an amendment to the underlying Planned Unit Development approved by Ordinance No. 2006-7 to allow a 10-foot height extension for collocation of an AT&T antenna array on the communication tower and installation of ground equipment at the base of the tower within the existing enclosure on the property located at 185 N. Milwaukee Avenue, subject to the following conditions:

1. The proposed tower extension and antenna collocation shall be constructed in substantial conformance with the plans attached as part of the petition.
2. That Ordinance No. 2006-7 will remain in full force and effect except as specifically modified to allow the tower expansion, collocation of a new antenna array and installation of ground equipment within the existing enclosure.

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting approval of the amendment to the underlying Planned Unit Development approved by Ordinance No. 2006-7 to allow a 10-foot extension to the communications tower and installation of ground equipment at the base of the tower within the existing enclosure, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2022 - ____

**AN ORDINANCE APPROVING AN AMENDMENT TO THE
PLANNED UNIT DEVELOPMENT APPROVED BY
ORDINANCE NO. 2006-7
FOR 185 N. MILWAUKEE AVENUE
VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS**

**Crown Castle USA, Inc.
185 N. Milwaukee Avenue**

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

WHEREAS, 185 N. Milwaukee Avenue, Buffalo Grove, IL ("Property") is a .89-acre site located in the B3 Planned Business District and is currently improved with a True North/Shell gas station and convenience store and three communication towers, and is hereinafter legally described in Exhibit A; and,

WHEREAS, Michael Gasser ("Petitioner") has filed a petition on behalf of Crown Castle USA, Inc. and New Cingular Wireless PCA, LLC, to allow a 10-foot tower extension on an existing communication tower and installation of ground equipment at the base of the tower for AT&T colocation, and is requesting an amendment to the underlying Planned Unit Development granted by Ordinance No. 2006-7; and,

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on November 16, 2022 concerning the petition for approval of the amendment to the underlying Planned Unit Development granted by Ordinance No. 2006-7; and,

WHEREAS, the Planning & Zoning Commission made findings and determined that the petition meets the criteria for an eligible facilities request as defined by the Federal Communications Commission (FCC), as described in the minutes attached as Exhibit C; and,

WHEREAS, the Planning & Zoning Commission voted 6 to 0 to unanimously recommend approval of the amendment to the underlying Planned Unit Development granted by Ordinance No. 2006-7; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed amendment to the underlying Planned Unit Development granted by Ordinance No. 2006-7 is a reasonable request and will serve the best interests of the Village.

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

EXHIBIT A Legal Description of the Property

EXHIBIT B Plan Set

EXHIBIT C Draft Minutes from the November 16, 2022, Planning & Zoning Commission Meeting

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

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

Section 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the amendment to the underlying Planned Unit Development granted by Ordinance No. 2006-7 for the Property at 185 N. Milwaukee Avenue, Buffalo Grove, IL, subject to the following conditions:

- A. The proposed tower extension and antenna colocation shall be constructed in substantial conformance with the plans attached as part of the petition.
- B. That Ordinance No. 2006-7 will remain in full force and effect except as specifically modified to allow the tower expansion, colocation of a new antenna array and installation of ground equipment within the existing enclosure.

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

This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman, Village President

EXHIBIT A**Legal Description**

**Crown Castle Tower
185 N. Milwaukee Avenue**

PIN: 15-35-402-135

LOTS 1, 2, 3, 5, AND 6 AND THE NORTH 12.36 FEET OF LOT 7 AND LOTS 16 AND 17 IN BLOCK 7 IN UNIT NO. 2 IN COLUMBIAN GARDENS, BEING A SUBDIVISION OF PART OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1926 AS DOCUMENT NO. 282352, IN BOOK "P" OF PLATS, PAGE 92, TOGETHER WITH THAT PART OF THE VACATED ALLEY LYING EAST OF LOTS 1 THROUGH 7 AND WEST OF LOTS 16 AND 17 AND LYING NORTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE NORTH 12.36 FEET OF LOT 7 AS RECORDED ON JUNE 8, 2001 AS DOCUMENT 4705803 (EXCEPTING THEREFROM THAT PART TAKEN IN EMINENT DOMAIN CASES 92ED75 AND 92ED79), IN LAKE COUNTY, ILLINOIS.

4

EXHIBIT B

Plan Set

**Crown Castle Tower
185 N. Milwaukee Avenue**

Attachment: Ordinance (O-2022-126 : Ordinance Approving an Amendment to Planned Unit Development at 185 Milwaukee)

EXHIBIT C

Minutes from the November 16, 2022, Planning & Zoning Commission Meeting
Crown Castle Tower
185 N. Milwaukee Avenue

Attachment: Ordinance (O-2022-126 : Ordinance Approving an Amendment to Planned Unit Development at 185 Milwaukee)



9045 River Rd,
Indianapolis, IN 46240

Phone: (317) 249-2028
www.crowncastle.com

January 13, 2022

IL - VILLAGE OF BUFFALO GROVE 2013
Building & Zoning
50 RAUPP BOULEVARD
BUFFALO GROVE, IL 60089

Via Electronic

*****NOTICE OF ELIGIBLE FACILITIES REQUEST*****

RE: Request for Minor Modification to Existing Wireless Facility – Section 6409
Site Address: 185 N MILWAUKEE AVE, Buffalo Grove, IL 60089
Crown Site Number: 875563 / Crown Site Name: CASALE (DANIELLO'S RE
Customer Site Number: IL1974 / Application Number: 537273

Dear Staff:

On behalf of New Cingular Wireless PCS, LLC ("AT&T Mobility" or "Applicant"), Crown Castle USA Inc. ("Crown Castle") is pleased to submit this request to modify the existing wireless facility noted above through the collocation, replacement and/or removal of the Applicant's equipment as an eligible facilities request for a minor modification under Section 6409¹ and the rules of the Federal Communications Commission ("FCC").²

Section 6409 mandates that state and local governments must approve any eligible facilities request for the modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station. Under Section 6409, to toll the review period, if the reviewing authority determines that the application is incomplete, it must provide written notice to the applicant within 30 days, which clearly and specifically delineates all missing documents or information reasonably related to whether the request meets the federal requirements.³ Additionally, if a state or local government, fails to issue any approvals required for this request within 60 days, these approvals are deemed granted. The FCC has clarified that the 30-day and 60-day deadlines begins when an applicant: (1) takes the first step required under state or local law; and (2) submits information sufficient to inform the jurisdiction that this modification qualifies under the federal law⁴. IL - VILLAGE OF BUFFALO GROVE 2013 requires the electronic submission of applications for Special Use and Variance Application. Please allow this letter to confirm that, on January 13, 2022, Applicant submitted its electronic application through the appropriate forum. This letter supplements the electronic filing for purposes of starting the review period. Accordingly, the deadline for written notice of incomplete application is February 12, 2022, and the deadline for issuance of approval is March 14, 2022.

¹ Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, § 6409 (2012) (codified at 47 U.S.C. § 1455).

² *Acceleration of Broadband Deployment by Improving Wireless Facility Siting Policies*, 29 FCC Rcd. 12865 (2014) (codified at 47 CFR § 1.6100); and *Implementation of State & Local Governments' Obligation to Approve Certain Wireless Facility Modification Requests Under Section 6409(a) of the Spectrum Act of 2012*, WT Docket No. 19-250 (June 10, 2020).

³ See 47 CFR § 1.6100 (c)(3). ⁴ See 2020 Upgrade Order at paragraph 16.

The Foundation for a Wireless World

CrownCastle.com

Attachment: Exhibit B. Plan Set (O-2022-126 : Ordinance Approving an Amendment to Planned Unit Development at 185 Milwaukee)



9045 River Rd,
Indianapolis, IN 46240

Phone: (317) 249-2028
www.crowncastle.com

Section 6409 Substantial Change Checklist
Towers Outside of the Public Right of Way

The Federal Communications Commission has determined that a modification substantially changes the physical dimension of a wireless tower or base station under 47 U.S.C. § 1455(a) if it meets one of six enumerated criteria under 47 C.F.R. § 1.6100.

Criteria for Towers Outside the Public Rights of Way

YES/NO NO	Does the modification increase the height of the tower by more than the greater of: (a) 10% (b) or, the height of an additional antenna array plus separation of up to 20 feet from the top of the nearest existing antenna?
YES/NO NO	Does the modification add an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet or more than the width of the tower structure at the level of the appurtenance, whichever is greater?
YES/NO NO	Does the modification involve the installation of more than the standard number of new equipment cabinets for the technology involved or add more than four new equipment cabinets?
YES/NO NO	Does the modification entail any excavation or deployment outside the current site by more than 30 feet in any direction, not including any access or utility easements?
YES/NO NO	Does the modification defeat the concealment elements of the eligible support structure?
YES/NO NO	Does the modification violate conditions associated with the siting approval with the prior approval the tower or base station other than as specified in 47 C.F.R. § 1.6100(c)(7)(i) – (iv)?

If all questions in the above section are answered “NO,” then the modification does not constitute a substantial change to the existing tower under 47 C.F.R. § 1.6100.

Crown Castle USA, Inc. ("Crown Castle") on Behalf of New Cingular Wireless PCS ("AT&T Mobility", "AT&T", or "Petitioner") appreciates the opportunity to provide this Written Narrative In Support of A Special Use Request (the "Narrative Statement") explaining why the requested Special Use is appropriate for the wireless communication facility (WCF). With the facts surrounding the request and a clear understanding of the federal definition of an "eligible facilities request" we strongly believe the Village of Buffalo Grove Building and Zoning Department (the "Village") will agree the request merits approval. With this Narrative Statement, Crown Castle will also provide information about how the subject application constitutes an "eligible facilities request" under applicable federal law and detail certain discussions with County staff regarding the subject application.

Crown Castle owns and manages an existing monopole communication tower facility on a commercial parcel at 185 Milwaukee Avenue. This parcel is located in between Riverwalk Drive and Lake Cook Road near the center of a Planned Business Center District and is surrounded by 3 other wireless communication tower facilities. The facility is buffered from view of residential properties to the east by heavy foliage and remains primarily out of view.

The tower facility was originally approved for installation by Lake County building permit in March 1998 and has remained at 100' tower height since construction with an antenna height up to 105'. In 2006 the Village of Buffalo Grove approved the location of the tower facility under Ordinance 2006-7. The ground equipment is enclosed by an opaque wooden fence with secure lock. The tower is capable and remains available for collocation in order to meet the communication demands of Buffalo Grove and surrounding communities.

In order to address coverage and equipment requirements in its network, our customer AT&T Mobility ("AT&T") desires to collocate a new antenna array on the tower which will include a 10' tower extension brining the overall equipment height to 115'. Rather than erect a new monopole, we are proposing to only add to the existing pole. This seems like a better arrangement for all concerned in that it allows AT&T to achieve the elevation AT&T seeks without adding another vertical element to the neighborhood.

The peculiar circumstances in connection with the land is that the tower facility was previously approved for construction and was built according to the aforementioned approval without limit to the tower height, setbacks, or any development standards. However, the approval was provided by Lake County and under the regulation of that governing body. Sometime after 1998, the Village of Buffalo Grove became the governing body for zoning and permit review. The Village of Buffalo Grove later approved Ordinance 2006-7 for the location and presumably the existing development standards and the Village has since continued to issue appropriate building permits as needed for the collocation of equipment. The proposed collocation in of itself would not require a hearing or petition at this time.

However, since the proposed collocation by AT&T also requires a tower height extension it has been determined that a Special Use and variance review should be conducted by the Buffalo Grove Planning and Zoning Commission. The tower on the subject property can accommodate the AT&T antenna array with an increase of only 10' feet in height, would remain available for a third collocation without the need of building of an entirely new structure. This particular tower allows AT&T to address both coverage and equipment upgrade requirements and is the least obtrusive way in which the coverage can be filled. AT&T anticipates that once this minor tower extension has been completed, its ability to provide your constituents with better coverage and connectivity will be vastly improved. If there is

anything that living through the COVID-19 pandemic has taught us, it is the importance of coverage and connectivity during these unprecedented times – where all of us are spending more time at home, students are learning from home, professionals are working from home, and first responders must be able to quickly obtain the information they need to help their neighbors in need.

Crown Castle very much appreciates the opportunity to discuss the subject application with Village representatives on multiple occasions and welcomed the collaborative nature of those conversations. Among other things, Crown Castle and staff talked about how this modification request is an “eligible facilities request” subject to streamlined review under federal law, specifically Section 6409(a) of the Spectrum Act and the Federal Communications Commission’s rules implementing that federal statute.¹ Section 6409(a) requires that the Village shall approve, and may not deny, “eligible facilities requests,” like the modification proposed in the subject application, when they do not result in a “substantial change” to the physical dimensions of the existing structure. The intent behind this federal law is to promote deployment to help our country meet the ongoing technological revolution and connect our citizens with each other, with their schools, with their jobs, and with life-saving technologies.

With regard to tower height extensions, according to the FCC, a proposed modification does not constitute a “substantial change” if the modification would not increase the height of the tower by the greater of (a) 10% or (b) the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet.” The subject application falls into the second bucket of allowable tower height extensions under Section 6409(a) – AT&T proposes adding one additional antenna array on the tower with a separation of approximately three feet between the bottom of the new array and the top of the existing array. The separation of three-feet (measured from bottom of new array and top of existing array) is significant to note because, as the FCC clarified in its 5G Upgrade Order issued last June, “an increase in the height of the tower of up to twenty (20) feet between antennas, as measured from the top of an existing antenna to the bottom of a proposed new antenna on the top of a tower” does not constitute a “substantial change” under Section 6409(a). See FCC 5G Upgrade Order at para. 2. Because the proposed tower height increase is not a “substantial change” as defined by the FCC, the subject application constitutes an “eligible facilities request” that shall be approved by the Village pursuant to federal law.

Crown Castle will now review the criteria set forth in Chapter 17.28.040 of the Village Code and demonstrate why the required variances are warranted in this case.

17.28.040, A. – Criteria for Special Use:

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

Petitioner’s response to 17.28.040(A) - Criteria 1. Petitioner’s request will serve the public at the location with an existing tower facility that has been twice reviewed, approved, and has served the public since 1998. Three additional wireless facilities have been approved for location within the immediate vicinity and remain to this day. In compliance with Chapter 17.34.040.G. of the Village Code,

¹ Middle Class Tax Relief and Job Creation Act of 2012, Section 6409(a) of Pub. L. No. 112-96, codified at 47 U.S.C. § 1455(a) (2012) (“Section 6409(a)”; Acceleration of Broadband Deployment by Improving Wireless Facility Siting Policies, 80 Fed. Reg. 1238-01 (Jan. 8, 2015) (the “FCC Infrastructure Order”); Accelerating Wireless and Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment, 85 Fed. Reg. 45126 (July 27, 2020) (“FCC 5G Upgrade Order”). The FCC Infrastructure Order and the FCC 5G Upgrade Order are hereinafter referred to collectively as the “FCC Orders.”

Petitioner is now attempting to make the facility available including variations to collocate additional personal wireless service facilities on the free-standing tower since the collocation is feasible and in lieu of constructing a new free-standing tower facility within the same community. Upon approval of the petition, the Village will be assisting Petitioner in meeting this ordinance requirement.

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

Petitioner's response to 17.28.040(A) - Criteria 2: Petitioner's request is to place the second carrier's equipment within the existing compound facility and add the tower equipment on the existing tower facility. The street access, adequate off-street parking, and secured facility fence have been in place for 24 years, maintained and kept free of debris. While the second carrier will increase the communications infrastructure, the intensity of operating the facility will remain primarily unoccupied, requiring only occasional inspections.

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

Petitioner's response to 17.28.040(A) - Criteria 3: As previously stated, the existing facility has twice previously gained approval for the use. The proposed collocation will allow the facility to remain essentially out of sight while enhancing connectivity for the community.

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

Petitioner's response to 17.28.040(A) - Criteria 4: As previously stated, the equipment will be placed within the existing fenced compound and on the existing tower facility. The proposed upgrades to the tower facility will likely encourage development by increasing connectivity and avoiding the construction of new tower facilities.

17.28.040(A) - Criteria 5. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;

Petitioner's response to 17.28.040(A) - Criteria 5: The utilities, access road, and proper drainage are on site and will be properly maintained.

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

Petitioner's response to 17.28.040(A) - Criteria 6: As stated above, adequate off-street parking, and secured facility fence and substantial screening are in place on site. Since this an unstaffed facility requiring only occasional visits for inspection the facility has adequate off-street parking area.

17.28.040, B. – Criteria for Special Use: The special use and variance shall in all other respects conform to the applicable regulations of the zoning district in which it is located, except as such regulations may be varied. Notwithstanding the foregoing, business planned unit developments shall conform with Section 17.44.040(D) unless varied.

Petitioner's response to 17.28.040, B: The existing and proposed facilities conforms to Section 17.44.040(D).

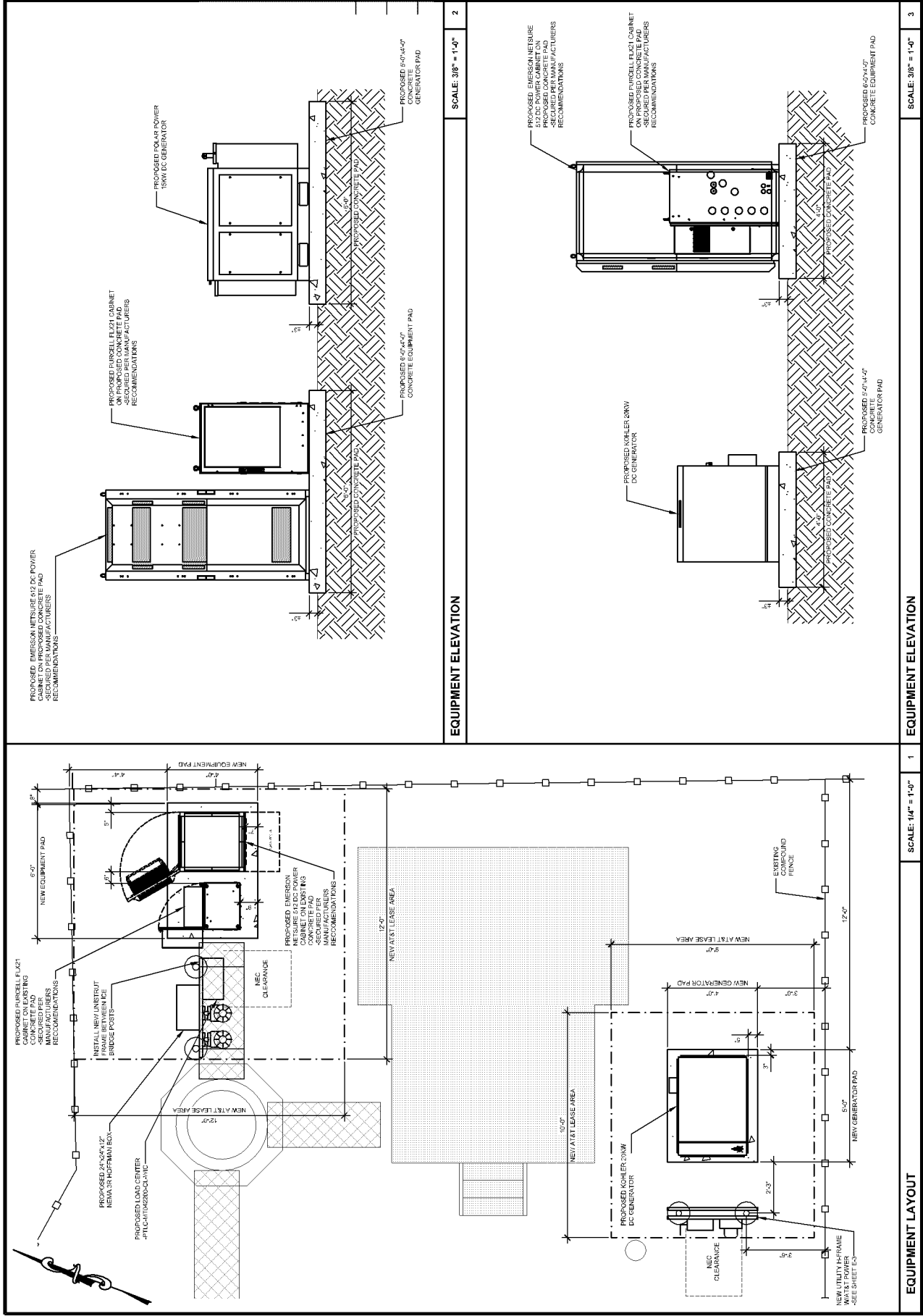
17.28.040, C. – Criteria for Special Use: The Planning and Zoning Commission may recommend and the Corporate Authorities may impose such conditions and restrictions upon the subject property, the location, the construction and design of buildings and use of the property benefited by such special use as may be necessary or appropriate to comply with the foregoing criteria.

Petitioner's response to 17.28.040, C: Petitioner is open to discuss conditions that are compliant with the aforementioned Section 6409(a) and the FCC Infrastructure Orders. Given that the Application proposes an EFR as such term is defined in federal law, the Application is entitled to streamlined review pursuant to federal law.

17.28.040, D. – Criteria for Special Use: Notwithstanding Chapter 17.52, the Planning and Zoning Commission may recommend and the Corporate Authorities may vary the regulations of the zoning district in which the special use is located subject to meeting the criteria of Section 17.52.070(A)(1)–(3), except for planned unit developments which shall meet the general objectives of Section 17.28.050(A)(1)–(7).

Petitioner's response to 17.28.040, D: Petitioner is confident that the board will approve the variation with consideration of Section 6409(a) and the facts at hand.

."



GPD GROUP INC.
185 N. MILWAUKEE
SUIT 400
MILWAUKEE, WI 53233

CROWN CASTLE
CROWN CASTLE, USA
20 N. MILWAUKEE
SUIT 400
SCHAUMBURG, IL 60193

at&t
SITE OF ILL. INC.
185 N. MILWAUKEE
SUIT 400
MILWAUKEE, WI 53233

01/12/2022
Signature
062.073702

Attachment: Exhibit B, Plan Set (O-2022-126 : Ordinance Approving an Amendment to Planned Unit Development at 185 Milwaukee)

NO.	DATE	DESCRIPTION
1	08/18/19	FINAL CDS
2	07/16/19	REVISED TOWER HEIGHT
3	09/13/21	OSAND ADD
4	10/29/21	GENERATOR CHANGE
5	11/29/21	TOWER EXTENSION HEIGHT CHANGE
6	01/12/22	REVISED PER JDX

DRAWN BY: SEK
CHECKED BY: LJB
DRAWING DATE: 09/09/2021

SHEET NUMBER	SHEET TITLE
IL1974	EQUIPMENT LAYOUT & ELEVATIONS

SITE NAME: CASALE (DANIELLO'S) RESTAURANT
BUSINESS UNIT NUMBER: 8755663
SITE ADDRESS: 185 N. MILWAUKEE, SUITE 400, MILWAUKEE, WI 53233
SHEET NUMBER: 8



11/16/2022

**MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE
VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS ON WEDNESDAY, NOVEMBER 16, 2022**

Call to Order

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

Public Hearings/Items For Consideration

1. Consideration of an Amendment to the Preliminary Plan and Special Use Granted by Ordinance No. 95-26 and a Variation from Section 17.32 of the Zoning Code to Allow Accessory Structures on the Property to Exceed the 15-Foot Height Limit, All to Allow the Construction of an Amphitheater, a Covered Event Space, Support Structures for the Spray 'N Play Facility, Expansion of the Spray 'N Play Facility and Relocation and Reconstruction of the Playground on the Property Located at 951 McHenry Road (Mike Rylko Park) (Trustee Johnson) (Staff Contact: Kelly Purvis)

Ms. Pervis provided a background on the subject property at 951 McHenry Road, otherwise known as Mike Rylko Park.

Mr. Maloney, Buffalo Grove Park District Superintendent of Development, introduced the team of individuals who helped with the development project.

Mr. Maloney went through the site plan, noting the different facilities that are part of the project including the amphitheater and accessory structures, increase walkability and safety, enhanced splash pad, more inclusive playground, revamped concession and ticket area.

Mr. Howe spoke about the playground noting that it is currently past its useful life. The playground will be larger, more accessible, and a playground that will accommodate a larger age range.

Mr. Maloney spoke about the esthetics and the materials they will be using for the amphitheater structure. They passed around the material.

Com. Au asked about the materials. Who sees that material?

Mr. Maloney said you can see it from the park and on the pathway.

Com. Au asked if it is back lit.

Mr. Maloney said no, but it lights up when there is light in the space.

Com. Moodhe asked if they are fixing the walking path to accommodate traffic.

Mr. Maloney said it will be made larger and redone to accommodate increased foot traffic.

Com. Moodhe asked what size vehicle drive down the path to get to the park, specifically during Buffalo Grove Days.

Mr. Maloney explained the dimensions of the path and what it can and cannot accommodate/

Com. Moodhe stated some of the larger vehicles they have during Buffalo Grove Days, may need more room.

11/16/2022

Com. Moodhe asked if there is an exit plan.

Mr. Maloney said the pathway is where you can exit.

Com. Moodhe asked if there is enough room for the crowd.

Mr. Maloney said that with the angle of the amphitheater they have more room to maneuver than before.

Com. Moodhe asked about the maintenance building. What is the status of that project?

Mr. Maloney said they will have to fully renovate the building and upgrade all of the bathroom. Showers are now required for splash pads, where they were not before.

Mr. Howe showed the building that will house the filtration system and mechanics.

Com. Moodhe asked if they are making more changes to the path.

Mr. Maloney spoke about the mobile com vehicle, stating they would have the room they need.

Com. Moodhe asked if it would affect the farmer's market.

Mr. Maloney said it should not, but it may allow for more opportunity.

Com. Moodhe asked if they worked with the chamber to create their plan.

Mr. Maloney said they had not spoken to the chamber.

Com. Moodhe asked if they considered the BBQ challenge that takes place at the park.

Mr. Maloney said they did not get into the BBQ challenge but said there should be plenty of space and opportunity with the new design to accommodate the BBQ challenge.

Com. Moodhe asked about the sound readings. He asked what the normal sound is for a concert.

Mr. Michel went over the analysis that was done for sound. He talked about the mitigating features that are proposed as well to help with the sound.

Com. Richards asked what the anticipated usage is with the new development.

Mr. Maloney talked about programming they are anticipating with this improved development.

Com. Richards asked staff if there were any calls from the public regarding the project.

Ms. Purvis said no and explained where the notices had been posted.

Com. Khan asked about the stormwater management and disturbed areas.

Mr. Kaminski discussed the stormwater management plan and the plans they reviewed from historical permits. He said they can certainly do a courtesy call to those agencies to make sure everyone knows about the plan.

Chairperson Cesario asked how tall the fitness center is and that the height of the proposed structure.

Mr. Maloney said it was taller than the proposed amphitheater.

Chairperson Cesario asked if they have been talking with BG days committee.

Mr. Maloney said yes.

11/16/2022

Com. Moodhe said they have talked with the committee.

Com. Moodhe expressed his concerns over the project and the sound but is excited for the new development.

Chairperson Cesario asked about staff about condition number 4 within the agenda packet.

Ms. Purvis said the PZC can modify to give flexibility.

Chairperson Cesario provided the added language to be added to the motion.

Chairperson Cesario entered the staff report as exhibit 1

Chairperson Cesario entered the Park District presentation as exhibit 2

The Public Hearing closed at 8:24 PM

Com. Khan made a motion to recommend approval to the Village Boarding for the approval of an amendment to the Preliminary Plan and Special Use granted by Ordinance No. 95-26 and a Variation from Section 17.32 of the Zoning Code to allow accessory structures on the property to exceed the 15-foot height limit, all to accommodate the construction of a new amphitheater, covered event space, expanded Spray 'N Play facility and new playground at 951 McHenry Road, subject to the following conditions:

- 1. The proposed park improvements shall be constructed in substantial conformance with the plans attached as part of the petition.*
- 2. The Final Engineering plans shall be submitted in a manner acceptable to the Village.*
- 3. A portion of the ADA parking stalls shall be relocated near the accessible route to the event shelter. Plans should be revised as part of the Final Engineering review.*
- 4. Speakers mounted to the amphitheater structure will be limited as indicated in the noise study, to a height not to exceed 15 feet above the lowest seating area or +697 feet or such other height as administratively determined by the Village and Park District Staff.*
- 5. Noise levels for events will be kept within the 97 dBA Leq limitation at a position of 70 feet in front of the stage and all shows will use a real-time sound level monitor as recommended by the noise study.*
- 6. Any directional or incidental signage added to the site shall be reviewed administratively by staff.*

Com. Moodhe seconded.

Chairperson Cesario spoke in favor of the motion.

Com. Davis spoke in favor of the motion.

11/16/2022

Com. Moodhe spoke in favor of the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Moodhe, Cesario, Khan, Au, Richards, Davis
ABSENT:	Marc Spunt, Mitchell Weinstein, Neil Worlikar

2. Consideration of a Petition to the Village of Buffalo Grove for Approval of an Amendment to the Underlying Planned Unit Development Approved by Ordinance No. 2006-7 to Allow a 10-Foot Extension of the Existing Communications Tower, Colocation of an Antenna Array and the Installation of Additional Ground Equipment at the Base of the Tower Within the Existing Enclosure at 185 N. Milwaukee Avenue. (Trustee Pike) (Staff Contact: Kelly Purvis)

Ms. Pervis provided background on the proposed changes.

Mr. Camillucci provided additional detail regarding the application for the collocation.

Mr. Gasser briefly explained the leasing agreement of crown castle to carriers. He also explained the maintenance and management of the facility that occurs.

Mr. Gasser address the federal standards that are held. AT&T asked for the minimum high and are only asking for a 3-foot difference.

Com. Richards asked for clarification on the height.

Mr. Gasser said its 100 ft plus 5 ft for the antennas.

Com. Richards asked if we are at max height.

Mr. Gasser said it depends on a lot of things. They would make changes to the structure to ensure it is structurally sound.

Com. Richard said that as it stands now, it will hold.

Mr. Gasser said this structure as analyzed with the additional loading is passing and is at 90 percent.

Com. Khan asked who determines the maximum height of the tower

Mr. Gasser said that the height would depend on what a community would allow and the structural integrity of the tower. They must submit to the federal government for approval.

Com. Khan asked staff if there are height restrictions in the code.

Ms. Pervis said yes and reviewed what our limitations we as a village.

Patrick Brankin, Village Attorney, provided further detail regarding the federal regulations.

Com. Khan asked which carriers are currently on the tower.

Mr. Gaaser said he believes it is T-Mobile. And AT&T is the proposed addition.

Com. Moodhe asked if they were adding to both towers.

Mr. Gasser said no, just the one.

Chairperson Cesario reference page 82 and asked if they could confirm the criteria.

Mr. Gasser confirmed the criteria listed on page 82 of the Villages staff report.

Chairperson Cesario entered the Villages staff report as exhibit 1.

11/16/2022

Mr. Gasser thanked the commission for their time.

The public hearing closed at 8:53 PM.

Com. Khan made a motion to recommend approval of an amendment to the underlying Planned Unit Development approved by Ordinance No. 2006-7 to allow a 10-foot extension to the communications tower for colocation of an AT&T antenna array on the tower and installation of ground equipment at the base of the tower within the existing enclosure on the property located at 185 N. Milwaukee Avenue, subject to the following conditions:

- 1. The proposed tower extension and antenna colocation shall be constructed in substantial conformance with the plans attached as part of the petition.*
- 2. That Ordinance No. 2006-7 will remain in full force and effect except as specifically modified to allow the tower expansion, collocation of a new antenna array and installation of ground equipment within the existing enclosure.*

Com. Richards seconded the motion

Com. Moodhe spoke in favor of the motion.

Chairperson Cesario spoke in favor of the motion.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Moodhe, Cesario, Khan, Au, Richards, Davis
ABSENT:	Marc Spunt, Mitchell Weinstein, Neil Worlikar

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Nov 2, 2022 7:30 PM

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

Chairman's Report

Chairperson Cesario spoke briefly about the Village's FY 2023 proposed budget.

Committee and Liaison Reports

None

Staff Report/Future Agenda Schedule

Ms. Purvis provided information on upcoming agenda items for the PZC.

Public Comments and Questions

11/16/2022

Adjournment

The meeting was adjourned at 8:58 PM

Action Items

Kelly Purvis

APPROVED BY ME THIS 16th DAY OF November, 2022



Ordinance No. O-2022-127 : Certificate of Initial Acceptance and Approval: Link Crossing Phase 1A&1B Development Improvements

Recommendation of Action

Staff recommends approval to begin the one year maintenance period for the completed development.

SUMMARY: Attached is the Certificate of Initial Acceptance for the Phase 1A & 1B of the Link Crossing development located at Olive Hill Drive and Brandywyn Lane. Staff recommends approval to begin the one year maintenance period on December 5, 2022.

ATTACHMENTS:

- CIA Memo_Link Phase 1 (DOCX)
- Ordinance Link Phase 1A & 1B CIA (DOCX)
- Certificate of Initial Acceptance Link Phase 1 (DOCX)

Trustee Liaison

Pike

Staff Contact

Darren Monico, Public Works

Monday, December 5, 2022

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: November 11, 2022
TO: Dane Bragg, Village Manager
FROM: Darren Monico, Village Engineer
SUBJECT: Link Crossing Phase 1A & 1B - Certificate of Initial Acceptance

Staff Recommendation

Staff recommends approval of the Certificate of Initial Acceptance for the Development for Phase 1A and 1B.

Background

The Developer of the Link Crossing Phases 1A and 1B, located at Olive Hill Drive and Brandywyn Lane, has completed the required improvements and is recommended to be moved to the one-year maintenance period beginning December 5, 2022.

Phase 1A and 1B includes the entire area east of the creek except for the 3 northern most culdesacs and the portion of Olive Hill Lane adjacent to these 3 culdesacs. These culdesacs are in Phase 2 and Phase 3 includes the multi-family area west of the creek.

ORDINANCE 2022-_____

AN ORDINANCE AUTHORIZING EXECUTION OF THE CERTIFICATE OF INITIAL ACCEPTANCE FOR PHASE 1A AND PHASE 1B OF THE LINK CROSSING DEVELOPMENT IN THE VILLAGE OF BUFFALO GROVE

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

WHEREAS, the Village seeks to execute a Certificate of Initial Acceptance with K. Hovnanian Homes for Phase 1A and 1B of the Link Crossing development located at Olive Hill Drive and Brandywyn Lane in the Village of Buffalo Grove,

WHEREAS, upon execution of this ordinance, K. Hovnanian Homes will enter the required one-year maintenance guarantee.

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 execute the Certificate of Initial Acceptance with K. Hovnanian Homes for the Phase 1A and 1B of the Link Crossing Development located at Olive Hill Drive and Brandywyn Lane in the Village of Buffalo Grove.

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

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

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

APPROVED:

 Beverly Sussman, Village President

ATTEST:

 Janet Sirabian, Village Clerk

VILLAGE OF BUFFALO GROVE
CERTIFICATE OF INITIAL ACCEPTANCE AND APPROVAL

SUBDIVISION Link Crossing DEVELOPER K. Hovnanian Homes

UNIT NO. Units 1A and 1B LOCATION Olive Hill and Brandywyn Lane

Dedicated Public Right of Way (if any): _____

Description of Public Improvements: Road and right-of-ways, parkways, sidewalk and bike path,
Sanitary sewer, storm sewer & water main for collection and
distribution.

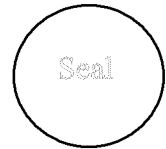
Description of Private Improvements: Parking areas within culdesacs, common property for home
owner's association, water/sanitary/storm service connections,
Storm sewer system with detention basins.

One-Year Maintenance Guarantee: Letter of Credit

DESIGN ENGINEER'S CERTIFICATION

To the best of my knowledge and belief, the construction of the improvements described above have been completed in accordance with the approved plans and specifications, and items indicated on the Final Punch List dated _____, which was prepared by the Village of Buffalo Grove.

Engineer's Signature & Seal



OWNER'S/DEVELOPER'S CERTIFICATION

All improvements including soil erosion and sediment control measures have been completed and are hereby presented for initial Acceptance and Conveyance to the Village of Buffalo Grove. I also herewith acknowledge my responsibility to provide a one-year Guarantee to cover workmanship, materials, and maintenance for all improvements referred to herein.

The undersigned Owner does hereby convey and deliver to the Village of Buffalo Grove the foregoing listed public improvements and does hereby covenant that said improvements are free of all encumbrances and does hereby warrant and will defend the same against the claims and demands of all persons.

Owner's Signature

Owner's Name

Company Name

MUNICIPAL INSPECTOR'S CERTIFICATION

I/we hereby certify that I/we have regularly inspected the above described unit(s) of the above described Subdivision during the progress of construction and to the best of my/our knowledge; the work has been completed in conformance with the approved plans and specifications.

Municipal Inspector

Date

VILLAGE ENGINEER'S CERTIFICATION

I hereby certify that the Public Works Department has reviewed the above described unit(s) of the above described Subdivision and find them in conformance with the applicable Village ordinances, codes, and agreements.

Village Engineer

Date

PUBLIC WORK DIRECTOR'S CERTIFICATION

I hereby certify that the Director of Public Works has caused to be inspected all public improvements described above and find them in proper condition for acceptance for maintenance by this Department.

VILLAGE MANAGER'S CERTIFICATION

I hereby certify that all applicable Village ordinances, codes, and special agreements have been complied with by the Owner of the above described Subdivision.

Village Manager

Date

ACCEPTANCE OF PUBLIC IMPROVEMENTS

The Village of Buffalo Grove does hereby approve and accept for ownership the above described public improvements subject to the one-year Guarantee by the Developer covering all materials, workmanship, and maintenance.

Village Board of Trustees Meeting Date: _____

Village President

Date



Ordinance No. O-2022-128 : Ordinance Updating Fees and Fines

Recommendation of Action

Staff recommends approval.

SUMMARY: The attached ordinance updates the Village of Buffalo Grove's Fee and Fine schedule to reflect the changes discussed at the August 1, 2022 Committee of the Whole meeting. A full list of changes are detailed in the attached memorandum.

ATTACHMENTS:

- Fees & Fines Memo 11282022(DOCX)
- Draft Ordinance Amending Fees & Fines (DOCX)

Trustee Liaison

Weidenfeld

Staff Contact

Jessie Brown, Community Development

Monday, December 5, 2022

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: November 28, 2022

TO: Dane Bragg, Village Manager

FROM: Jessie Brown, Deputy Village Clerk

SUBJECT: Fees & Fines

Recommendation

Staff recommends approval of the attached Ordinance updating the Village's fines and fees schedule. The changes to *Chapter 1.16 – Fee Schedule* are included in the attached ordinance, while the changes to *Chapter 2.62.015-1 Table of Offenses and Fines* are included in the agenda item pertaining to the update of Title 2.

Background

As discussed at the August 1, 2022 Committee of the Whole meeting, a draft ordinance has been prepared to address the proposed amendments to the Village's Fees & Fines schedule.

Proposed changes to *Chapter 1.16 – Fee Schedule* and *Chapter 2.62.015-1 Table of Offenses and Fines* are listed in the Table below:

Code Section	Fee or Fine Description	Current Amount	Recommended Amount
9.38.037	Construction Regulations – Hours of Work	\$75.00	\$100.00 /750.00
13.04.090	Unauthorized Use – Fire Hydrant	\$50.00	\$1000.00
13.05.110.A.2	Inspection and Maintenance – Cross-Connection Control (1 st violation)	\$50.00	\$150.00
13.05.110.A.2	Inspection and Maintenance – Cross-Connection Control (2nd violation)	N/A	\$200.00
13.05.110.A.2	Inspection and Maintenance – Cross-Connection Control (3rd violation)	N/A	\$250.00
13.04.250 A	Reconnection fee for delinquent payment	\$50.00	\$100.00
13.04.250 A	Reconnection fee for delinquent payment if reconnected after 4:00 pm Monday through Friday or on Saturday or Sunday	\$100.00	\$150.00

Public Works has requested the following changes:

- Increasing the current fine for Construction Regulations – Hours of Work from \$75 to \$100 for property owners and from \$75 to \$750 for contractors or other non-property owners.
- Increasing the current fine for Unauthorized Use – Fire Hydrant from \$50 to \$1000.

- Increasing the current fine for Inspection and Maintenance – Cross Connection Control from \$50 to \$150 for a first violation and adding a fine of \$200 for a second violation and \$250 for a third violation.
- Increasing the current reconnection fee for delinquent payment from \$50 to \$100 and reconnection fee for delinquent payment if reconnected after 4:00pm Monday through Friday or on Saturday or Sunday from \$100 to \$150.

The changes to *Chapter 1.16 – Fee Schedule* are included in the attached ordinance, while the changes to *Chapter 2.62.015-1 Table of Offenses and Fines* are included in the agenda item pertaining to the update of Title 2.

Underlined = addition

~~Strikeout~~ = deletion

11/28/2022

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING FEES AND FINES

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

WHEREAS, the Village desires to amend its fees and fines because the existing rate does not adequately cover the cost of the service, no fee/fine existed previously, the fine is no longer a deterrent to noncompliance, or the fee is lower than other municipal comparables for similar service; and

WHEREAS, the Village desires to amend Fees and Fines Schedule, as follows.

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 into and made a part of this Ordinance as if fully set forth herein.

Section 2. Section 13.04.250 subsection A of Chapter 1.16, Fee Schedule of the Buffalo Grove Municipal Code, is hereby amended to read as follows:

13.04.250 subsection A.	Reconnection fee for delinquent payment	\$50.00 <u>\$100.00</u>
13.04.250 subsection A.	Reconnection fee for delinquent payment if reconnected after 4:00 pm Monday through Friday or on Saturday or Sunday	\$100.00 <u>\$150.00</u>

Section 3. Section 13.04.090 of the Buffalo Grove Municipal Code, is hereby amended to read as follows:

13.04.090 - Unauthorized use.

No unauthorized person shall turn the water on at any fire hydrant or service cock or use water therefrom when so turned on, under penalty of ~~fifty dollars fine~~ for each offense, and every person so using or wasting water in such unlawful manner shall be liable to pay for the same at the regular scheduled rates.

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, approval and publication. This Ordinance may be published in pamphlet form.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

PUBLISHED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet M. Sirabian, Village Clerk



Ordinance No. O-2022-129 : Ordinance Authorizing the Village Manager to Execute a First Amendment to the Declarations for Aptakisic Creek Corporate Park Concerning the Village Owned Property Located at 1650 Leider Lane

Recommendation of Action

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

SUMMARY: As part of the Village's Acquisition of 1650 Leider Lane, staff is seeking approval an amendment to the Declaration of Easements and Protective Covenants for the Aptakisic Creek Corporate Park. The amendment is required to accommodate the Village of Buffalo Grove as a governmental body within the association.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Final Draft First Amendment to Declaration 11.30.22 (DOCX)

Trustee Liaison
Smith

Staff Contact
Chris Stilling, Community Development

Monday, December 5, 2022

VILLAGE OF
BUFFALO GROVE



MEMORANDUM

DATE: December 1, 2022

TO: Dane Bragg, Village Manager

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: 1650 Leider Lane- First Amendment to the Declaration of Easements and Protective Covenants for Aptakisic Creek Corporate Park

Recommendation

Staff recommends that the Village Board approve an Ordinance authorizing the Village Manager to execute a first amendment to the Declaration of Easements and Protective Covenants for the Aptakisic Creek Corporate Park, subject to the final review and approval of the Village Attorney

Background

On September 23, 2022, the Village acquired a 173,000 square foot industrial building located at 1650 Leider Lane for a new Public Works facility. The building is part of the Leider Lane Commercial Property Owners Association, which is subject to a Declaration of Easements and Protective Covenants for the Aptakisic Creek Corporate Park. An amendment to the declarations is required to accommodate the Village of Buffalo Grove as a governmental body within the association. Furthermore, it ensures that the Village of Buffalo Grove, in its municipal capacity, maintains its autonomy and tort immunity. This item has been reviewed by the Village Attorney.

ORDINANCE 2022-_____

**AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A FIRST AMENDMENT TO
DECLARATION OF EASEMENT AND PROTECTIVE COVENANTS APTAKISIC CREEK CORPORATE PARK
BUFFALO GROVE, ILLINOIS**

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 purchased an existing 173,000 square foot industrial building located at 1650 Leider Lane (the "Building") for a new Public Works facility; and

WHEREAS, the Building is part of the Leider Lane Commercial Property Owners Association (the "Association"), which is subject to a Declaration of Easements and Protective Covenants for the Aptakisic Creek Corporate Park (the "Declarations"); and

WHEREAS, a First Amendment to the Declaration of Easements and Protective Covenants for the Aptakisic Creek Corporate Park (the "First Amendment") is required to accommodate the Village of Buffalo Grove as a governmental body within the Association, in accordance with the terms and conditions outlined in Exhibit A.

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 First Amendment to the Declaration of Easements and Protective Covenants for the Aptakisic Creek Corporate Park, attached hereto as Exhibit A, subject to the final approval of the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Ordinance (O-2022-129 : Ordinance Approving a First Amendment to the Declaration for 1650 Leider Lane)

Exhibit A

First Amendment to the Declaration of Easements and Protective Covenants for the Aptakisic Creek
Corporate Park

Attachment: Ordinance (O-2022-129 : Ordinance Approving a First Amendment to the Declaration for 1650 Leider Lane)

This document prepared by and
after recording return to:

Ali Kassing, Esq.
Katten Muchin Rosenman LLP
525 West Monroe Street, Suite 1900
Chicago, Illinois 60661

This space reserved for Recorder's use only

**FIRST AMENDMENT TO DECLARATION OF EASEMENT AND
PROTECTIVE COVENANTS APTAKISIC CREEK CORPORATE PARK
BUFFALO GROVE, ILLINOIS**

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND PROTECTIVE COVENANTS FOR APTAKISIC CREEK CORPORATE PARK (the "First Amendment"), effective as of the ____ day of December, 2022, is made by 1700 Leider Lane, L.L.C., a Delaware limited liability company ("Lot 1 Owner"), 1701 Leider Lane, L.L.C., a Delaware limited liability company ("Lot 2 Owner"), and Village of Buffalo Grove, an Illinois municipal corporation ("Lot 3 Owner").

RECITALS:

- A. Peerless Bridge, LLC, an Illinois limited liability company, entered into that certain Declaration of Easements and Protective Covenants Aptakistic Creek Corporate Park Buffalo Park, Illinois dated as of August 13, 2008 and recorded with the Lake County, Illinois Recorder on August 26, 2008 as Document No. 6384910 (as amended, the "Declaration").
- B. Pursuant to the Declaration, the owners of record of that certain real property situated in the Village of Buffalo Grove, Lake County, Illinois and described on Exhibit A attached hereto and made a part hereof formed the Leider Lane Commercial Property Owners Association, an Illinois not-for-profit corporation ("Association") and entered into those certain Bylaws of Leider Lane Commercial Property Owners Association dated October 6, 2020 ("Bylaws").
- C. Lot 1 Owner is the owner of record of that certain real property situated in the Village of Buffalo Grove, Lake County, Illinois and commonly known as 1700 Leider Lane ("Lot 1") as more particularly described on Exhibit A attached hereto and made a part hereof.

- D. Lot 2 Owner is the owner of record of that certain real property situated in the Village of Buffalo Grove, Lake County, Illinois and commonly known as 1701 Leider Lane (“Lot 2”) as more particularly described on Exhibit B attached hereto and made a part hereof.
- E. Lot 3 Owner is the owner of record of that certain real property situated in the Village of Buffalo Grove, Lake County, Illinois and commonly known as 1650 Leider Lane (“Lot 3”, and together with Lot 1 and Lot 2, collectively “North Parcel”), as more particularly described on Exhibit C attached hereto and made a part hereof.
- F. Lot 1 Owner, Lot 2 Owner and Lot 3 Owner are all the current owners of the Property (as defined in the Declaration) currently subject to the Declaration.
- G. As used herein, Lot 1 Owner, Lot 2 Owner and Lot 3 Owner may be referred to individually as a “Party” or collectively, as the “Parties”.
- H. The Parties desire to amend the Declaration as more particularly set forth herein, upon and subject to the terms and conditions of this First Amendment.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are made a part hereof, the mutual promises, covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the Declaration is hereby amended as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall bear the meanings given to them in the Declaration.
2. **Amendments.** The following provisions are hereby added to the Declaration:
 - a. **Indemnity.**
 - i. To the fullest extent permitted by law, each Owner shall defend, indemnify and hold the Association harmless from any and all third-party claims, losses, and liabilities (including attorney’s fees and court costs) suffered or incurred by the Association, including damage to property or injury to, or death of, persons (including subcontractors), arising as a result of the acts or omissions of the Owner or such Owner’s agents, employees or subcontractors, or any cause whatsoever arising out of the Owner’s property, activity, or operations. Lot 3 Owner, as a governmental body, shall not defend, indemnify, or hold the Association harmless for any third-party claims, losses, or liabilities suffered or incurred as a result of the acts or omissions of the other Owners or such Owner’s agents, employees or subcontractors. It shall only defend, indemnify, or hold the Association harmless for any third-party claims, losses, or liabilities suffered or incurred as a result of the acts or omissions of the Village of Buffalo Grove, its agents, employees or subcontractors or any causes whatsoever arising out

of the Lot 3 Owner's property, activity or operations. Notwithstanding anything contained herein to the contrary, nothing contained in this First Amendment or the Declaration shall be deemed or construed as a waiver of any tort immunity rights, privileges, or defenses in favor of or retained by the Village of Buffalo Grove, in its municipal capacity, under applicable governmental laws, rules, regulations, and ordinances, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

- ii. Every contract made by the Association at the direction of the Directors (as defined in the Bylaws) and officers of the Association shall state that it is executed by such Director and/or officer (as the case may be) only as agent for the Association, and such Directors and/or officers shall have no personal liability with respect thereto. The Directors and officers shall not be liable to the Association or any Owner for any mistake of judgment, negligence or otherwise, except for their own individual gross negligence or willful misconduct. The Association shall indemnify, defend and hold harmless each of the officers and Directors from and against all claims, causes of action, liabilities (including contractual liability to others arising out of contracts made by the Directors and officers on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or Bylaws) suffered or incurred by such Directors or officers while acting in their capacity as Directors or officers (as the case may be) of the Association, but only to the extent that such loss, claim, or liability is not fully covered by Director's and officer's liability insurance.
 - iii. The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of the respective indemnitees described in the foregoing paragraphs (i) through (ii) (inclusive). The right of indemnification provided herein shall be in addition to and not exclusive of all other rights to which any person may be entitled.
 - iv. No amendment or repeal of this provision which adversely affects the right of an indemnified person under this provision shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of such indemnified person.
- b. Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonds or crime coverage in an amount not less than 125% of the total annual Assessments for the year (in such form and in such greater amounts as may be required by the Mortgagees) to protect against dishonest acts on the part of the officers, Directors, and employees of the Association who handle or are responsible for Association funds. The premiums on such bonds shall constitute a CAM Cost. Such fidelity bonds shall name the Association as an obligee.

3. **Binding Effect; Run with the Land.** This First Amendment and the right and obligations hereunder shall be for the benefit of and shall be binding upon the Owners and their respective successors and assigns, and the covenants contained herein shall be deemed to run with the land.

4. **Modification; Waiver.** This First Amendment shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the Owners.

5. **Terms of Agreement.** Except as expressly modified or amended by this First Amendment, all terms, conditions, and provisions of the Declaration, are hereby ratified and confirmed and shall remain in full force and effect; provided, however, that any other provision of the Declaration shall be deemed modified if and as necessary to give practical effect to the provisions of this First Amendment. To the extent that the terms and provisions of this First Amendment conflict with the Declaration, the terms and provisions of this First Amendment shall control.

6. **Authorization.** The Parties hereto represent and warrant that they have the authority and power to enter into this First Amendment and to consummate the transaction provided for herein. This First Amendment constitutes a legal binding, valid and enforceable obligation of the Parties, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this First Amendment.

7. **Applicable Law.** This First Amendment shall be interpreted, applied and enforced in accordance with the laws of the State of Illinois.

8. **Execution.** This First Amendment may be executed in any number of identical counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

9. **Entire Agreement.** The Declaration, together with this First Amendment, embodies the entire understanding between the Owners with respect to its subject matter and can be changed on by an instrument in writing signed by the Owners.

10. **Severability.** If any of the provisions of this First Amendment or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this First Amendment which may be given effect without the invalid provisions of this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first written above.

[Signature pages follow]

1700 LEIDER LANE, L.L.C.,
a Delaware limited liability company

By: _____

Name: Ronald D. Wray

Title: President, Treasurer & Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a NOTARY PUBLIC in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Ronald D. Wray, personally known to me to be the same person whose name is subscribed to the foregoing instrument as President, Treasurer & Assistant Secretary of 1700 Leider Lane, L.L.C., a Delaware limited liability company, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of December, 2022.

Notary Public

Commission Expires _____

1701 LEIDER LANE, L.L.C.,
a Delaware limited liability company

By: _____

Name: Ronald D. Wray

Title: President, Treasurer & Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a NOTARY PUBLIC in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Ronald D. Wray, personally known to me to be the same person whose name is subscribed to the foregoing instrument as President, Treasurer & Assistant Secretary of 1701 Leider Lane, L.L.C., a Delaware limited liability company, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of December, 2022.

Notary Public

Commission Expires _____

VILLAGE OF BUFFALO GROVE,
an Illinois municipal corporation

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a NOTARY PUBLIC in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as _____ of Village of Buffalo Grove, an Illinois municipal corporation, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of December, 2022.

Notary Public

Commission Expires _____

CONSENT BY MORTGAGEE

The undersigned, as the holder of that certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded on October 14, 2020 as Document No. 7704595 with the Lake County, Illinois Recorder of Deeds joins in the foregoing First Amendment for the sole and singular purpose of consenting thereto.

BANK OF AMERICA, N.A.,
a national banking association

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a NOTARY PUBLIC in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as _____ of _____, appeared before me this day in person, and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of December, 2022.

Notary Public

Commission Expires _____

EXHIBIT A**LEGAL DESCRIPTION OF LOT 1**

LOT 1 OF THE APTAKISIC CREEK CORPORATE PARK SUBDIVISION PURSUANT TO PLAT THEREOF RECORDED AUGUST 11, 2008 AS DOCUMENT NUMBER 6379848 BY THE LAKE COUNTY RECORDER.

COMMON ADDRESS: 1700 Leider Lane, Buffalo Grove, Illinois

PIN: 15-27-101-009

EXHIBIT B**LEGAL DESCRIPTION OF LOT 2**

LOT 2 OF THE APTAKISIC CREEK CORPORATE PARK SUBDIVISION PURSUANT TO PLAT THEREOF RECORDED AUGUST 11, 2008 AS DOCUMENT NUMBER 6379848 BY THE LAKE COUNTY RECORDER.

COMMON ADDRESS: 1701 Leider Lane, Buffalo Grove, Illinois

PIN: 15-27-101-011

EXHIBIT C**LEGAL DESCRIPTION OF LOT 3**

LOT 3 OF THE APTAKISIC CREEK CORPORATE PARK SUBDIVISION PURSUANT TO PLAT THEREOF RECORDED AUGUST 11, 2008 AS DOCUMENT NUMBER 6379848 BY THE LAKE COUNTY RECORDER.

COMMON ADDRESS: 1650 Leider Lane, Buffalo Grove, Illinois

PIN: 15-27-101-010



Ordinance No. O-2022-130 : Ordinance Ratifying the Expenditure of Funds for Bridge Repairs at the Arboretum Golf Course

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board waive bids and authorize the Village Manager to perform all actions necessary to expend funds with Reliable Property Services LLC for bridge repairs at both the Arboretum Golf Course and Buffalo Grove Golf Course in an amount not to exceed \$33,388.80, pending final review and approval by the Village Attorney.

ATTACHMENTS:

- Reliable Bridge Repair Memo (DOCX)
- Reliable Bridge Ordinance (DOCX)

Trustee Liaison
Weidenfeld

Staff Contact
Geoff Tollefson, Golf

Monday, December 5, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: December 1, 2022

TO: Dane Bragg, Village Manager

FROM: Geoff Tollefson, Head Golf Professional

SUBJECT: Ratifying the expenditure of funds for bridge repairs at Arboretum and Buffalo Grove Golf Course

Recommendation

Staff recommends that the Village Board waive bids and authorize the Village Manager to perform all actions necessary to expend funds with Reliable Property Services LLC for bridge repairs at both the Arboretum Golf Course and Buffalo Grove Golf Course in an amount not to exceed \$33,388.80, pending final review and approval by the village attorney.

Background Information

The Village has Reliable Property Services LLC under contract for Golf Course Maintenance at the Arboretum and Buffalo Grove Golf courses. While bridge repair does not fall under the contracted obligations, Reliable Property Services is capable of performing this work. As the conditions of several bridges posed safety concerns at both the Arboretum and Buffalo Grove golf courses the urgency of repairs took precedent. While the spring season resulted in weather patterns that slowed total rounds, Reliable was able to make the repairs with minimal disruption to the operations. Golf staff recommended Reliable Property Services LLC based upon urgency of repairs needed along with the odd hours of work to be performed to minimize disruption to the operations of the golf course, it is recommended that the Village Board waive bids, and ratify the work performed by Reliable Property Services LLC for bridge repairs.

ORDINANCE 2022-_____

AN ORDINANCE RATIFYING THE EXPENDITURE OF FUNDS FOR BRIDGE REPAIRS AT THE ARBORETUM GOLF COURSE

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

WHEREAS, the President and Board of Trustees of the Village of Buffalo Grove desire to ratify the bridge repair services , and

WHEREAS, the implementation of such services will result in much needed bridge repairs, and

WHEREAS, the approval of work with Reliable Property Services LLC is required in order to proceed with the necessary implementation of the project, and

WHEREAS, Golf staff recommended Reliable Property Services LLC based upon urgency of repairs needed along with the odd hours of work to be performed to minimize disruption to the operations of the golf course, it is recommended that the Village Board waive bids, and ratify the work performed by Reliable Property Services LLC for bridge repairs, and

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

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

SECTION 2. The Village Manager is authorized to expend funds with Reliable Property Services LLC. for Bridge Repairs at the Arboretum and Buffalo Grove Golf Courses in an amount not to exceed \$33,388.80, pending review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Reliable Bridge Ordinance (O-2022-130 : Ratifying Payment for Bridge Expenditures)



Resolution No. R-2022-20 : Resolution Authorizing Negotiation and Execution of Amendments to the Agreement for Municipal Legal Services

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff recommends that the Village Board authorize the Village Manager to renegotiate and execute amendments to the agreement with Schain Banks Kenny Schwartz LTD for legal services for a term beginning January 1, 2023.

ATTACHMENTS:

- 12-5-2022 Legal Services Memo (DOCX)
- Buffalo Grove_Amended Contract for Legal Services 11-01-2022 (DOCX)
- Resolution_Legal_Amendment(DOCX)

Trustee Liaison
Ottenheimer

Staff Contact
Brett Robinson, Finance

Monday, December 5, 2022

**VILLAGE OF
BUFFALO GROVE**

DATE: November 18, 2022

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Administrative Services Director

SUBJECT: Legal Services Agreement

Background

In 2018 the Village went through an RFP process and selected Schain Banks as corporation council for the Village of Buffalo Grove. In the past three years the expected duties of Village Attorney Patrick T. Brankin have expanded. The intent of the renegotiation is to capture as many commonly performed services as possible under the retainer while also negotiating the most favorable rate possible.

Final Recommendation

Staff recommends that the Village Board authorize the Village Manager to negotiate and execute a contract with Schain Banks for legal services inclusive of administrative adjudication services, Ethic Commission, and contract prosecution services for a three-year term beginning January 1, 2023.

**VILLAGE OF BUFFALO GROVE
AMENDED PROFESSIONAL SERVICES AGREEMENT
LEGAL SERVICES**

THIS AGREEMENT is dated as of the 1st day of January 2023 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Attorney/Firm identified in Subsection 1A below.

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

SECTION 1. ATTORNEY/FIRM.

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

Schain Banks Kenny & Schwartz, LTD ("Attorney/Firm")
70 West Madison Street, Suite 2300
Chicago, IL 60602
Attn: Patrick T. Brankin
Phone 312-345-5722
Email: pbrankin@schainbanks.com

B. Project Description. The Attorney/Firm shall provide legal services for the Village as detailed in the attached Exhibit A (the "**Services**") relating to tasks and activities necessary to serve the Village as its Village Attorney and as assigned to the Attorney/Firm by the Village in accordance with this Agreement (each such task or activity being the "**Work**"). The Village and the Attorney/Firm acknowledge and agree that the provision of Services is based on an attorney-client relationship that, of necessity, is interactive. The Attorney/Firm's ability to provide the Services is dependent on communications between the Village and the Attorney/Firm. As part of such communications, the Village shall articulate policy and other objectives that the Village seeks to achieve from the Services.

C. Representations of Attorney/Firm. The Attorney/Firm has submitted to the Village a description of the Services to be provided by the Attorney/Firm. The Attorney/Firm represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional legal services set forth in Exhibit A in a manner consistent with the standards of professional practice for attorneys licensed with the Attorney Registration and Disciplinary Committee of the Supreme Court of Illinois.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Attorney/Firm; Services.** The Village retains the Attorney/Firm to perform, and the Attorney/Firm agrees to perform, the Services relating to the Work. The Attorney/Firm shall provide the Services pursuant to the terms and conditions of this Agreement.
- B. **Commencement.** The Attorney/Firm commenced the Services on January 1, 2019. The Attorney/Firm shall diligently and continuously prosecute the Services until the completion of the Work.
- C. **Reporting.** The Attorney/Firm shall regularly report to the Village Manager ("Manager"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

F. **Escalation**

The fee structure attached as Exhibit B shall remain in effect until 12/31/2025 at which time a new structure will be negotiated and approved.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS.

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

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Attorney/Firm shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village Manager in writing. All subcontractors and subcontracts used by the Attorney/Firm shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Attorney/Firm of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Attorney/Firm. For purposes of this Agreement, the term "Attorney/Firm" shall be deemed also to refer to all subcontractors of the Attorney/Firm, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Third-Party Services.** In furtherance of the Attorney/Firm's Services, it may be appropriate to hire third parties to provide services on the Village's behalf. These services may include such things as consulting or testifying experts, investigators, prosecutorial services, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations Attorney/Firm may assume responsibility for retaining the appropriate third-party service providers. When the Attorney/Firm secures third-party services in furtherance of its representation of the Village, the Village will be responsible for paying all fees and expenses directly to the service providers or reimbursing the Attorney/Firm for these expenses (all without mark-up by the Attorney/Firm).
- E. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Attorney/Firm shall, immediately upon notice from the Village Manager, remove and replace such personnel or subcontractor. The Attorney/Firm shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Attorney/Firm shall employ competent staff and, at the request of the Village Manager, shall exclude any incompetent, unfaithful, abusive or disorderly staff or subcontractor from providing Services on behalf of the Village.

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

- B. **No Disclosure of Confidential Information by the Attorney/Firm.** The Attorney/Firm acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Attorney/Firm shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village Manager. The Attorney/Firm shall use reasonable measures as are necessary to meet all professional standards and are at least as strict as those the Attorney/Firm uses to protect its own confidential information.

SECTION 6. WARRANTY AND INSURANCE

- A. **Warranty of Services.** The Attorney/Firm warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence during the Time of Performance. The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village, including the Illinois Rules of Professional Conduct (as amended from time-to-time)(the “RPC”). To the extent that there is a conflict between the provisions of this Agreement and the RPC, the provision most protective of the Village and not in conflict with the RPC shall control.
- B. **Insurance.** Attorney/Firm shall maintain throughout the term of this Agreement professional liability insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit A to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Attorney/Firm as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

- A. **Relationship of the Parties.** The Attorney/Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Attorney/Firm; or (ii) to create any relationship between the Village and any subcontractor of the Attorney/Firm. This Agreement does create an attorney-client relationship between the Village and the Attorney/Firm.
- B. **Conflict of Interest.** The Attorney/Firm shall at all times abide by the RPC and related professional ethical requirements and other applicable law regarding conflicts of interest.
- C. **No Collusion.** The Attorney/Firm represents and certifies that the Attorney/Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Attorney/Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Attorney/Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Attorney/Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Attorney/Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Attorney/Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Attorney/Firm. In the event that this Agreement is so terminated, the Attorney/Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.
- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 60 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12-month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

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

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

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

Schain Banks Kenny & Schwartz, LTD ("Attorney/Firm") 70
 West Madison Street, Suite 2300
 Chicago, IL 60602
 Attn: Patrick T. Brankin
 Email: pbrankin@schainbanks.com

SECTION 8. GENERAL PROVISIONS (cont.)

- E. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Attorney/Firm shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Attorney/Firm with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- M. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- P. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.
- Q. **Freedom of Information.** Subject to the Illinois Rules of Professional Conduct (particularly rules and provisions governing client confidentiality), the Attorney/Firm will cooperate with and advise the Village regarding matters arising under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)

SECTION 8. GENERAL PROVISIONS (cont.)

- N. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

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

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

VILLAGE OF BUFFALO GROVE

By: _____

Dane Bragg, Village Manager

Date: _____

Schain Banks Kenny & Schwartz, Ltd.

By: _____

Title: _____

Date: _____

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

Scope of Services Requested

OVERVIEW

The Village Attorney is an administrative officer of the Village, appointed by the Village Manager with the advice and consent of the Village Board. The Village Attorney performs duties assigned by the Village Manager or his designee and Village Board.

The responsibilities and tasks of the Village Attorney for the Village of Buffalo Grove include:

- Serve as general counsel to the Village, including the Village Board, all other Village officials, Village staff, and committees and commissions of the Village.
- Represent the Village in all general corporate legal matters, ensure Village compliance with the requirements of FOIA, the Open Meetings Act and gift ban and conflict of interest laws, and serve as the Village's parliamentarian.
- Advise elected and appointed officials, and Village staff on legal matters affecting the Village, including preparing written legal opinions at the request of the Village Board, President or Village Manager, including options which give priority to resolution without litigation.
- Represent the Village and its officials in all phases of disputes, including pre-trial, trial and appeal, not handled through insurance or other counsel.
- Provide the Village Board, President and Village Manager a legal perspective and advice on various municipal governmental issues.
- Provide the Village Board, President and Village Manager a legal perspective and advice on general liability and/or workers compensation claims/insurance issues.
- Prepare ordinances, resolutions and intergovernmental agreements and related agenda material for action by the Village Board; review routine ordinances and resolutions prepared by operating departments.
- Maintain communications and participate in meetings and conference calls with the Village Manager, staff, or elected officials as needed.
- Maintain a physical office presence at Village facilities a minimum of two days of each month, and be available for contact by phone and e-mail at all other times.
- Attend all regular and special meetings of the Village Board. Regular Meetings of the Village Board occur on the first and third Mondays of every month at 7:30 p.m. Attend all regular and special meetings of the Planning and Zoning Commission. Regular Meetings of the Planning and Zoning Commission occur on the first and third Wednesdays of every month at 7:30 p.m. Attend special meetings as needed dependent upon subject matter.
- Review all contracts and agreements entered into by the Village, and assist with preparation of requests for proposals and bid specifications. Review pay requests, waivers of lien, and certified payroll.
- Review documents and answers questions for some matters related to the Board of Fire and Police Commissioners ("BFPC").
- Represent the Local Liquor Control Commissioner.
- Represent the Village in all legal matters related to public utilities, including but not limited to agreements with cable providers, ComED, NiCor, North Shore Gas, and telecommunications companies.

- Keep the Village's elected and appointed officials, Village Manager and staff regularly apprised of new county, state and federal legislation which will or may affect Village operations.
- Advise and work with the Department of Community Development and the Village Manager on land use, zoning and development matters.
- Perform other legal services and tasks, as assigned by the Village Manager or Village Board.

I. Services to be Included in the Retainer

The specific responsibilities and tasks of the Village Attorney for the Village of Buffalo Grove to be covered under a flat retainer fee include:

1. Routine phone calls
2. Routine emails and correspondence
3. Review of agenda and packet for Village Board
4. Review of agenda and packet for Planning & Zoning Commission
5. Attendance at two Village Board meetings per month by the primary attorney; (additional attorneys attending at Attorney/Firm's behest will be included in retainer)
6. Attendance at closed, executive session meetings
7. Attendance at up to two Planning & Zoning Commission Meetings per month by one attorney as needed.
8. Administrative Adjudication Process
9. Attendance at Ethics Committee Meetings
10. All routine ordinances and resolutions (does not include major rewrites to portions of Village Code);
11. FOIA and OMA counsel
12. Upon request, review requests for proposals, bid packets, bid tabulations, performance and payment bonds, contract documents, certificates of insurance, change orders, waivers of lien, and certified payroll;

II. Non-Retainer Work

A. The following areas are part of the Village Attorney's general counsel responsibilities and are not included in the retainer will be billed as General Corporate work:

1. Extended, non-routine telephone calls,
2. General corporate memos, and legal advice with staff, manager, or elected officials as needed and attendant to general counsel legal work;
3. Routine legal advice related to personnel and human resources;
4. Annexation;
5. Intergovernmental Agreements;
6. Administrative Hearings, including but not limited to Liquor License enforcement proceedings, revocations of business licenses, and dangerous animal hearings;
7. Major amendments to portions of the Village Code;
8. Training/orientation for staff and elected officials;
9. Upon request, attendance at Village Committee Meetings;
10. Major zoning and development work;

II. Non-Retainer Work (cont.)

B. The following areas are part of the Village Attorney's general counsel responsibilities and are not included in the retainer will be billed as Special Projects work:

1. Board of Fire & Police Commission Proceedings;
2. Eminent domain;
3. Debt issuance and bond ordinance reviews;
4. Major/unusual purchasing projects (e.g. water meter replacement program);
5. Personnel investigations and related meetings;
6. Real estate acquisition or disposition (including leasing, sales, purchases, easements);
7. Tax Increment Finance district formation and administration;
8. Special Service Areas;
9. Unique or large projects which by their nature are not routine general corporate services as determined by Attorney/Firm and the Village Manager;
10. Out of pocket expenses.

C. Litigation/mediations/arbitration and pre-filing claims administration, investigation and negotiation work is considered part of the Village Attorney's general counsel responsibilities and will be billed as: Litigation

III. Optional Legal Services

The following areas are not part of the Village Attorney's general counsel responsibilities but if the attorney/firm has experience in providing these services please include detailed information in your response.

1. Prosecution Services
2. Intellectual Property
3. Labor Law
4. Environmental Law

Exhibit B.
Agreed Upon Pricing Structure
SCHEDULE OF PRICES
Legal Services

<u>Category</u>	<u>Monthly</u>	<u>Quantity</u>	<u>Cost</u>
Retainer	\$ 10,000.00	12	\$ 120,000
<u>Category</u>	<u>Hourly</u>	<u>Est. Quantity</u>	<u>Cost</u>
Partner Non-Retainer Matters	\$ 215.00	20	\$ 4,300
Associate Non-Retainer Matters	\$ 195.00	20	\$ 3,900
Clerk Non-Retainer Matters	\$ 95.00	10	\$ 950

RESOLUTION 2022- _____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER EXECUTE AMENDMENTS TO THE LEGAL SERVICES AGREEMENT

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

WHEREAS, from time to time, the Village requires legal representation on various matters; and

WHEREAS, Section 2.08 of the Municipal Code gives authority to the Village Manager to enter into contracts for professional services; and

WHEREAS, the Village Board has determined that it is in the best interests of the Village to authorize the Village Manager to renegotiate terms and execute amendments to the professional services agreement for legal services

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 Village Manager is hereby directed to renegotiate and execute amendments to the agreement for professional services between the Village of Buffalo Grove and Schain Banks Kenny & Schwartz LTD.

SECTION 2. 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 3. This Resolution shall be in full force and effect from and after its passage and approval and not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Resolution_Legal_Amendment (R-2022-20 : Legal Services Amendment)



Action Item : Acceptance of 2022 Special Flag Schedule

Recommendation of Action

Staff recommends acceptance.

SUMMARY: Staff received two applications for special flags to be flown on the flag pole at the Ernie Karge Rotary Village Green. Both submissions are in compliance with the Village of Buffalo Grove Flag Policy.

ATTACHMENTS:

- 2023 Special Flags (DOCX)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, December 5, 2022

**VILLAGE OF
BUFFALO GROVE**



Memorandum

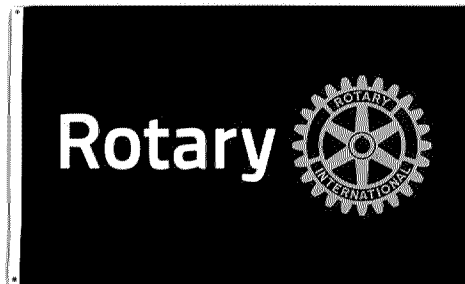
TO: President Sussman and the Board of Trustees
FROM: Dane C Bragg, Village Manager
DATE: November 8, 2022
RE: 2023 Ernie Krage Rotary Village Green Flag Recommendations

Overview of Recommendations

Flag Name	Recommended Dates
Rotary International Flag	2/1/2022- 2/28/2023
Pride Flag	6/1/2023- 6/30/2023

Rotary International Flag

Recommended Action: Staff recommends flying the Rotary International flag for the period February 1 – 28, 2023, representing the Rotary Club of Buffalo Grove. The proposed flag is the official flag of the Rotary International organization. This submission meets all of the requirements detailed in Section 5 of the Village of Buffalo Grove Flag Policy.



Applicant's Description of what the Flag Supports or Represents

Rotary was formed in Chicago on February 23, 1905. Rotary is a global network of 1.2 million neighbors, friends, leaders, and problem-solvers who see a world where people unite and take action to create lasting change – across the globe, in our communities, and in ourselves. Rotary provides service to others, promotes integrity, and advances world understanding, goodwill, and peace through the fellowship of business, professional, and community leaders. Along with its sister organization, the Rotary International Foundation, more than \$2.1 billion has been contributed to the global eradication of polio virus, along with thousands of hours of volunteer effort across the globe. Rotary and the Rotary Foundation are consistently highest ranked with respect to accountability and transparency of its charitable efforts.

Locally, the Rotary Club of Buffalo Grove comprises more than 50 dedicated volunteers - your friends, family and neighbors - serving the needs of the local community.

Requested Date(s)

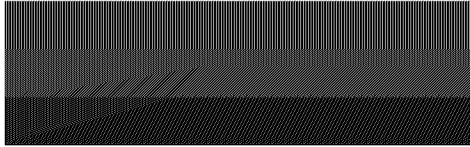
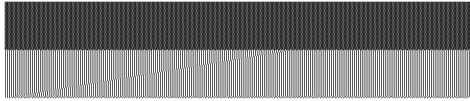
2/1/2023- 2/28/2023

Recommend Date(s)

2/1/2023- 2/28/2023

Pride Flag

Recommended Action: Staff recommends flying the Pride flag for the period June 1- 30, consistent with Section 4.A of the Village of Buffalo Grove Flag Policy. This submission meets all of the requirements detailed in Section 5 of the Village of Buffalo Grove Flag Policy. The proposed flag is recognized by many as the most widely used LGBT flag and LGBT symbol.

**Applicant's Description of what the Flag Supports or Represents**

BG Pride would like to see the pride flag fly in Buffalo Grove for the entire month of June. We also very much hope that our organization will be invited to host a small ceremony to raise the flag where our teens can speak about its significance. BG Pride is more than happy to purchase and supply the flag for the Village. Thank you!

Requested Date(s)

6/1/2023- 6/30/2023

Recommend Date(s)

6/1/2023- 6/30/2023



Action Item : 2022 Stream Bank Stabilization Improvements Bid Rejection

Recommendation of Action

Staff recommends rejection of all bids.

SUMMARY: The 2022 Stream Bank Stabilization Improvements were bid on April 7, 2022. Staff recommends rejection of the received bids as detailed in the agenda packet.

ATTACHMENTS:

- Streambank bid rejection Memo (DOCX)
- Bid Tabulation 2022-04-07 Arboretum Streambank Stabilization(XLSX)

Trustee Liaison

Pike

Staff Contact

Darren Monico, Public Works

Monday, December 5, 2022	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: November 11, 2022

TO: Dane Bragg, Village Manager

FROM: Darren Monico, Village Engineer

SUBJECT: Rejection of Stream Bank Stabilization Bids

Recommendation

Based on the review of the bids, staff recommends the Village Board reject all bids and continue to have the Public Works Department seek out other grants and opportunities to complete these projects upon more favorable terms for the Village.

Background

On April 7, 2022, the Village received 4 bids for a planned stream bank stabilization project to be performed at the Arboretum Golf Course. Upon review of the bid prices, staff determined that the project costs are too high when compared to estimates and the available funding for the golf course. Throughout this year, staff has attempted to seek additional avenues of funding from grants or other agencies to bring this project to fruition, but these attempts were not successful. Staff also was monitoring construction prices to see if the abnormally high construction costs were easing but these prices continue to be at elevated levels.

Therefore, staff has determined that it would be in the best interests of the Village to reject these bids before the end of the year, and to continue to search for other ways to find additional funding or find ways to reduce the unit cost of this type of project.

Attachment: Streambank bid rejection Memo (Rejection of Stream Bank Stabilization Bids)



TABULATION OF BIDS

Project: 2022 Arboretum Streambank Stabilization
Proposal No.: VoBG-2022-12
Department: Public Works
Division: Engineering
Bid Opening Date: Thursday, April 7, 2022 9:00 AM
Bid Opening Location: virtual

8.J.b

BID TABULATION						
			Misfits Construction Company 333 South Wabash Ave. Suite 2700, Chicago, IL 60604		Copenhaver Construction, Inc. 75 Koppie Dr., Gilberts, IL 60136	
			Semper Fi Landscaping, Inc. 1215 Deer St., Yorkville, IL 60560		V3 Construction Group, Ltd 7325 Janes Ave., Woodridge, IL 60115	
Item No.	Description	Estimated Quantity	Unit	Unit Price	Total	Total
1	EROSION AND SEDIMENT CONTROL	1.0	EA	\$20,000.00	\$20,000.00	\$59,400.00
2	CONSTRUCTION ACCESS	3.0	TN	\$7,000.00	\$21,000.00	\$20,700.00
3	SILT CURTAIN	1.0	SY	\$22,000.00	\$22,000.00	\$15,400.00
4	SHORELINE RESTORATION (TYPE 1)	1,210.0	SF	\$120.00	\$145,200.00	\$242,000.00
5	SHORELINE RESTORATION (TYPE 2)	700.0	SY	\$130.00	\$91,000.00	\$129,500.00
6	CULVERT INLET PROTECTION	12.0	FT	\$3,000.00	\$36,000.00	\$57,600.00
7	RESTORATION	1.0	SF	\$20,000.00	\$20,000.00	\$53,250.00
			Total Bid:		\$355,200.00	\$577,850.00
					\$494,690.00	\$496,700.00
					\$496,700.00	\$577,850.00



Action Item : Buffalo Grove Electric Aggregation Program Renewal

Recommendation of Action

Staff recommends approval.

SUMMARY: The Village's current Electric Aggregation program contract is due for renewal in March 2023. Staff recommends the approval of the attached agreement to continue the program for the next twelve months.

ATTACHMENTS:

- Electrical Agg Memo (DOCX)
- Village of Buffalo Grove_Amendment #2 DRAFT_11.10.2022 (DOCX)

Trustee Liaison

Sussman

Staff Contact

Michael K Skibbe, Public Works

Monday, December 5, 2022	
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MEMORANDUM

DATE: December 1, 2022
TO: Dane Bragg, Village Manager
FROM: Evan Michel, Assistant to the Village Manager
SUBJECT: Buffalo Grove Electric Aggregation Program Renewal

Staff Recommendation

The Village's current Electric Aggregation program contract is due for renewal at March 2023 meter read dates. Program implementation requires a 70 to 90-day timeline. Staff recommends the approval of the attached agreement to continue the program for next twelve months.

Program Background

Following the passage of a voter Referendum by majority of voters at a 2012 election, the Village implemented an electric aggregation program which led to significant savings for the average participating ratepayer. More recently, the program enabled Buffalo Grove designation as an EPA Green Power Community through its use of Renewable Energy at zero added cost.

Market Conditions

Power markets have experienced significant upheaval due to 1) reduced production during the pandemic that has not yet recovered resulting in lower inventory; 2) the invasion of Ukraine which disrupted supply and spiked prices of natural gas worldwide. Natural gas comprises nearly 40% of generation sources in ComEd territory. This, combined with an unprecedented drop in Capacity rates, profoundly impacted aggregation program offers.

Renewal Offer

Illinois Aggregation Consultants (IAC) requested supplier bids for the Village. As was the case at the last renewal period, no fixed rate offer provided guaranteed savings (vs. current ComEd rate of 9.765¢). The Village's current program is a ComEd Price Match program served by Chicago-based MC Squared Energy Services (MC2). MC2 was the sole supplier to provide an offer:

Civic Contribution of \$600 paid monthly for 12- or 24-month term. Funds provided to the Village with no restriction as to use. MC2 will retain the right to re-balance participating accounts in Spring or Summer of 2023, i.e. to send opt out notices at that time.

How the ComEd Price Match program works

- All residents continue to be billed by ComEd and pay exactly the same ComEd rate, including the monthly variable portion.
- At current renewal, ratepayers currently participating will receive a notice stating their enrollment with MC2 continues. They need take no action.
- In Spring 2023, MC2 may send opt out or opt in notices to residents and small business owners whose accounts are not currently enrolled.
- Ratepayers always retain the individual choice to be served by the supplier or ComEd because *Customer Choice* is the law in Illinois as it pertains to electric supply.
- The program has zero added costs and no early termination fees.

Residents may opt out and leave the program at any time for any reason, and will never be charged a termination fee. Ratepayers who have already contracted with another supplier on their own are not included in the program.

EXTENDED TERM AGREEMENT AMENDMENT NO. 2

This Extended Term Agreement Amendment No. 1 (hereinafter the "ETA No. 2"), is entered as of this 5th day of December 2022 between the Village of Buffalo Grove, Lake and Cook Counties, Illinois, an Illinois municipal corporation (hereinafter the "Village") and MC Squared Energy Services, LLC (hereinafter the "Supplier") (each a "Party" and collectively, the "Parties").

WHEREAS, Supplier and Village are the Parties to a Master Power Supply Agreement dated January 6, 2020 and amended on December 8, 2020 and further amended on December 5, 2022 (hereinafter the "MPSA" which is hereby incorporated by reference)

WHEREAS, pursuant to the terms of the MPSA, including Section 5.1, the Parties mutually wish to extend the term of the MPSA.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree to replace Exhibit A with Amended Exhibit A to reflect the mutually agreed extended term of twelve (12) months.
2. The Parties agree that by executing this ETA No.2, Extended Term will last until March 2024, subject to future mutual extensions.
3. The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd's Tariffed Service during the spring months of March through July in 2023.
4. Article 2.21 replace "'Power Supply Bid" means the bidding process conducted by the Municipality." With "'Power Supply Bid" means the bidding process conducted by Illinois Aggregation Consultants on behalf of the Municipality."

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: Village of Buffalo Grove

Signed:

Signed:

Printed/Typed Name:

Charles C. Sutton

Printed/Typed Name:

Title:

President

Title:

Date: _____

Date: _____

Attest:

Signed

Printed/Typed Name:

Title:

Attest:

Signed

Printed/Typed Name:

Title:

AMENDED EXHIBIT A

PRICE AND TERM

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES) including pending “with RES” status, and customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP).

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier Service or Tariffed Service as defined in Section 2.38 of the Agreement (i.e., ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price: Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

Termination Fee for Withdrawing Customers:

No Early Termination Fees - \$0 (zero) per utility account

Delivery Term: Twelve (12) months

March 2023 – March 2024

Percent of RECs:	5%
Civic Contribution:	\$7,200 annually

Supplier will provide an annual \$7,200 Civic Contribution to the Village per Term. The Civic Contribution will be payable in equal monthly installment payments of \$600/month to the Village within 30 days after the last meter read cycle of each delivery month (i.e., March 2023 payment will be paid in April 2023).

Supplier will acquire and retire on behalf of the Village of Buffalo Grove Renewable Energy Certificates (RECs) from a location to be determined by Supplier with a preference given to wind generated RECs generated within the Midwest Renewable Energy Tracking System (MRETS) or the PJM Generation Attribute Tracking System (GATS) in order to meet the EPA Green Power Partner Community Program minimum annual reporting requirements. However, in Supplier’s sole discretion, Supplier may secure RECs from other generation resource locations within the United States in order to meet the REC commitment level stated herein that is above the annual EPA Green Power Partner Community Program minimum reporting requirements.

Supplier: MC Squared Energy Services, LLC**Municipality: Village of Buffalo Grove**

Signed:

Signed:

Printed/Typed Name:_____
Printed/Typed Name:_____
Charles C. Sutton_____

Title:

Title:

President _____

Date: _____

Date: _____

Attest:

Attest:

Signed_____
Signed_____
Printed/Typed Name:_____
Printed/Typed Name:_____
Title:_____
Title:



Action Item : Authorization to Waive Bids and Seek Competitive Proposals Projects for FY 2023

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff requests authorization to waive bids for a limited number of fiscal year 2023 projects and seek competitive proposals or negotiate for services as further detailed in the attached memo.

ATTACHMENTS:

- Authorization to Waive Bids and Seek Proposals 2023 (DOCX)

Trustee Liaison
Weidenfeld

Staff Contact
Tom C. Wisniewski, Village Board

Monday, December 5, 2022

VILLAGE OF BUFFALO GROVE



DATE: November 23, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

RE: Authorization to Waive Bids and seek Proposals 2023

Background

In prior years, staff would bring before the Village Board numerous projects requesting authorization to bid each project separately. As many of those projects were either performed on an annual basis or were scheduled well in advance, staff believes it would be more efficient to bring most of these projects forward for authorization to waive bids and seek competitive proposals or negotiate services as a single agenda item.

The following projects are part of the CIP program or are planned to be procured in Fiscal Year 2023, as such staff would request the Village Board provide Authorization to waive bids on each of these projects. Each Request for Proposal, Request for Qualifications, or Invitation to Negotiate document will be reviewed by the Village Attorney prior to release and each listed project will be brought back before the Village Board with a request for an award of contract/award of agreement. Due to project delays and supply chain issues some of these projects that were slated for 2022 have been pushed to 2023 which has led to a longer list than in the past.

Recommendation

Staff requests Authorization to waive bids and seek Competitive Proposals or Negotiate for the below listed 2023 fiscal year projects.

Projects / Procurements	Sponsoring Department	Notes
EV Charging	Engineering	RFQ - Negotiation
Leak Detection	Engineering	Negotiation
Pavement Rejuvenation	Engineering	RFP – Negotiate
Credit Card Services	Finance	RFP – Negotiate
Printing Services	OVM	Negotiation
Landscape Design	OVM	RFQ - Negotiation
Unified Development Ordinance	CD	RFP-Negotiation
Electric and Gas Supply	Public Works	Negotiation
SCADA Support & Maintenance	Public Works	RFQ - Negotiation
LED Streetlight Conversion	Public Works	RFP
Sidewalk Grinding	Public Works	Negotiation
Pump Station Controls & Communication	Public Works	RFP-Negotiation
Water Reservoir Lining	Public Works	RFP-Negotiation
Construction Manager at Risk	Fire	RFQ-Negotiation
AV Improvements Training Room	Police	RFP – Negotiation
Body Cameras	Police	RFP – Negotiation
Network & Scada Hardware Improvements	IT	RFP - Negotiation
Storage, Security, Infrastructure	IT	RFP - Negotiation
BS&A Cloud Migration	IT	Negotiation
Communication Software	IT	RFP - Negotiation
Agenda Management Software	IT	RFP-Negotiation
IT Support Services	IT	RFP - Negotiation
Network Equipment	IT	Negotiation
Golf Property Maintenance	Golf	Negotiation



Action Item : Authorization to Seek Competitive Bids for Various Projects FY 2023

Recommendation of Action

Staff recommends approval.

SUMMARY: Staff requests Authorization to Bid for the various Fiscal Year 2023 projects as further detailed in the attached memo.

ATTACHMENTS:

- Authorization to Bid 2023 (DOCX)

Trustee Liaison
Weidenfeld

Staff Contact
Tom C. Wisniewski, Village Board

Monday, December 5, 2022

VILLAGE OF BUFFALO GROVE



DATE: November 24, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

RE: Authorization to Bid 2023

Background

In prior years, staff would bring before the Village Board numerous projects requesting authorization to bid each project separately. As many of those projects were either performed on an annual basis or were scheduled well in advance, staff believes it would be more efficient to bring most of these projects forward for authorization to seek competitive bids as a single agenda item.

The following projects are routinely bid on an annual basis, purchased through joint bids, or are part of the CIP program and are planned to be procured in Fiscal Year 2023, as such staff would request the Village Board provide Authorization to Bid for each of these projects. Each Bid document will be reviewed by the Village Attorney prior to release and each listed project will be brought back before the Village Board with a request for an award of contract/award of agreement.

Recommendation

Staff requests Authorization to Bid or seek Competitive Proposals for the below listed 2023 fiscal year projects.

Projects / Procurements	Project Start	Project Completion
Engineering & Public Works		
Bike Path, Cart Path, & Parking Lot Improvements	Q2	Q3
Collector Route Maintenance	Q1	TBD
Crack Sealing	TBD	
Water Main Rehabilitation/Repair	Q1	Q4
Lift Station/Force Main Rehabilitation/Repair	Q1	Q4
Sanitary Sewer Rehabilitation/Repair	Q2	Q4
Sewer Televising/Lining	Q1	Q3
Sidewalk Cutting/Replacement/Improvements	Q2	Q3
Storm Water System Rehabilitation/Repair	Q2	Q3
Capacity Management & Operations (CMOM)	Q1	ongoing
Street - Roadway Resurfacing	Q2	Q4
Bridge Painting	Q1	Q2
Street Roadway Reconstruction & Maintenance	Q2	Q4
Street Striping	Q2	Q4
Manhole Rehabilitation	TBD	
Streambank Stabilization	TBD	
Quiet Zone Improvements	Q2	Q4
Cross Walk Installation	Q2	Q4
Flooring Improvements	TBD	
Various Projects for New Public Works Facility	Q1	Ongoing

MRO Supplies	Q2	Q3
HVAC Rooftop Replacements	Q2	Q3
Joint Purchase Salt - county	Q1	Q2
Joint Purchase Salt - state	Q2	Q3
MPI Emergency Contractor Assistance	Q2	Q3
HVAC Maintenance	TBD	
Parkway Tree Replacement	Q1	Q2
Pump House Repairs and Security Improvements	TBD	
Roof Replacement/Repair	Q2	Q3
SCADA Improvements	TBD	
Street Light Maintenance/Improvements	Q2	Q3
Fire Hydrants/ Water Repair Clamps	Q2	Q3
Window Repair/Replacement	Q1	Q2
Park & Natural Area Maintenance, Improvements & Grading	Q1	Q2
Tree Removal/Trimming	TBD	
Construction Materials (Stone, Concrete, Asphalt)	TBD	

Police		
Police Department Facility Improvements	TBD	

Fire		
Fire 25, 26 & 27 Station Improvements	Q2	Q3
Radio Replacement	TBD	
Outdoor Warning Siren Improvements		

Vehicles- Heavy Equipment		
Heavy Equipment Purchase PW - Joint	Q1 & Q3	
Vehicle Purchase Fire - Joint	Q1 & Q3	
Apparatus/Ambulance Purchase Fire - Joint	Q2 & Q3	
Vehicle Purchase Police - Joint	Q3	
Vehicle Purchase PW - Joint	Q1 & Q3	
Preventative Maintenance	TBD	
Emergency Repair Services	TBD	

Golf		
Golf Course Improvements	TBD	



Ordinance No. O-2022-131 : Ordinance Approving an Amendment to the Annexation Agreement for the Riverwalk North Property at 325 N Riverwalk Drive

Recommendation of Action

Staff recommends that the Village Board approve the attached annexation agreement amendment, subject to the final review and approval by the Village Attorney.

Hamilton Partners who is seeking approval to construct a 360-space off-street parking lot at 325 N Riverwalk Drive. CVS/Caremark has signed a land lease on the property and has the option to request Hamilton Partners construct the surface parking lot to accommodate their anticipated future need for parking at the office complex. The proposed parking lot would meet all of the Village zoning requirements, however, since the annexation agreement did not contemplate the 325 N Riverwalk property being used for surface parking, an amendment to the agreement is required. Further information and exhibits can be found in the attached meeting materials provided in the public hearing agenda section of the Board packet.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B. Restated Annexation Agreement (PDF)

Trustee Liaison
Pike

Staff Contact
Nicole Woods, Community Development

Monday, December 5, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: December 5, 2022

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Community Development Director
Kelly Purvis, Deputy Community Development Director
Andrew Binder, Associate Planner

SUBJECT: First Amendment to the Existing Restated Annexation Agreement No. 2003-10 for the Riverwalk North Property Located at 325 N Riverwalk Drive.

STAFF RECOMMENDATION

Staff recommends that the Village Board approve the attached annexation agreement amendment, subject to final review and approval by the Village Attorney.

PROJECT BACKGROUND

Hamilton Partners is seeking approval to construct a 360-space off-street parking lot at 325 N Riverwalk Drive. CVS/Caremark has signed a land lease on the property and has the option to request Hamilton Partners to construct the surface parking lot to accommodate their anticipated future need for parking at the office complex. The off-street parking lot would be constructed in lieu of the 8-story office building and the 4-story parking structure that was previously approved under Ordinance 2003-10. The proposed off-street surface parking lot will supplement the parking for the CVS/Caremark offices located within Riverwalk I & II Office Towers directly south of the site at 2100 - 2150 Lake Cook Road. The proposed parking lot would meet all of the Village zoning requirements; however, since the annexation agreement did not contemplate the 325 N Riverwalk property being used for surface parking, an amendment to the agreement is required.

Further information and details about the project can be found in the attached meeting materials provided in the public hearing agenda section of the Board packet.

December 5, 2022

ORDINANCE NO. 2022 - ____

**AN ORDINANCE APPROVING THE
FIRST AMENDMENT TO THE RESTATED ANNEXATION AGREEMENT
APPROVED BY ORDINANCE NO. 2003-10
FOR THE RIVERWALK NORTH PROPERTY**

325 N RIVERWALK DRIVE, BUFFALO GROVE, ILLINOIS

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

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

WHEREAS, the Village entered into a Restated Annexation Agreement on February 3, 2003, which was approved by Village Ordinance No. 2003-10 (hereinafter referred to as the "Restated Agreement") for the real property ("Property") legally described in EXHIBIT A hereto; and,

WHEREAS, Owner is the owner of a certain tract of property ("Property") comprising 3.79 acres legally described and identified in the Legal Description, attached hereto as EXHIBIT A and made a part hereof, known as 325 N Riverwalk Drive; and,

WHEREAS, Owner has requested approval of an amendment to the Restated Agreement to construct a 360-space off-street parking lot at 325 N Riverwalk Drive in lieu of the eight-story office building and parking structure previously approved; and,

WHEREAS, proper and due notice of the public hearing on December 5, 2022 concerning said Amendment have been given and the public hearing was held; and,

WHEREAS, the Village Board has determined that it is in the best interest of the Village of Buffalo Grove to approve the first amendment of the Restated Agreement.

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

Attachment: Ordinance (O-2022-131 : Ordinance Approving an Amendment to the Annexation Agreement for 325 N Riverwalk Drive)

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

Section 2. The first amendment to the Restated Annexation Agreement, a copy of which is attached hereto and made a part hereof as EXHIBIT B, is approved.

Section 3. The President and Clerk of the Village are hereby authorized to execute said Agreement on behalf of the Village of Buffalo Grove.

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

AYES: _____
 NAYS: _____
 ABSENT: _____

PASSED: _____ APPROVED: _____

ATTEST: _____ APPROVED: _____

 Village Clerk Beverly Sussman, Village President

This document was prepared by:
 Patrick Brankin
 Village of Buffalo Grove
 50 Raupp Boulevard
 Buffalo Grove, IL 60089

Mail to:
 Village Clerk
 Village of Buffalo Grove
 50 Raupp Boulevard
 Buffalo Grove, IL 60089

EXHIBIT A**Legal Description****Parcel 1**

LOT 4 IN RIVERWALK NORTH, BEING A RESUBDIVISION IN THE SOUTH 1/2 OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2005 AS DOCUMENT 5857621, IN LAKE COUNTY, ILLINOIS.

Parcel 2

PERMANENT EASEMENT OVER PARTS OF LOT 3 AS SHOWN BY DASHED LINES ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT 5857621 AND LABELED "ACCESS EASEMENT" FOR INGRESS, EGRESS, AND ACCESS FROM LOT 4 TO NORTH RIVERWALK DRIVE BY SUCH PROPERTY OWNERS AND THEIR BENEFICIARIES, EMPLOYEES, AGENTS, TENANTS, AGENTS, SUCCESSORS AND ASSIGNS.

SUBJECT PROPERTY COMMON DESCRIPTION: 325 N Riverwalk Drive, Buffalo Grove, IL 60089

PARCEL INDEX NUMBER: 15-35-402-147

EXHIBIT B

**FIRST AMENDMENT TO THE RESTATED ANNEXATION AGREEMENT
FOR THE RIVERWALK NORTH PROPERTY
325 N RIVERWALK DRIVE, BUFFALO GROVE, ILLINOIS**

**FIRST AMENDMENT TO THE RESTATED ANNEXATION AGREEMENT FOR
RIVERWALK NORTH PROPERTY AT
325 N RIVERWALK DRIVE**

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

This agreement ("First Amendment") is made and entered into as of this 5th day of December 2022 by and between the Village of Buffalo Grove ("Village") by and through the President and Board of Trustees of the Village (hereinafter collectively referred to as the "Corporate Authorities") and Riverwalk North Office, LLC, ("Owner").

W I T N E S S E T H:

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

WHEREAS, pursuant to the provisions of Section 5/11-15.1-1 et seq., of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.) and as the same may have been modified by the Village's Home rule powers, the Village entered into an Annexation Agreement approved February 3, 2003 with LaSalle Bank National which was approved by Village Ordinance No. 2003-10 (hereinafter referred to as the "Restated Agreement") for the real property ("Property") legally described in EXHIBIT A hereto; and,

WHEREAS, Owners are the owners of a certain tract of property ("Property") comprising 3.79 acres legally described and identified in the Legal Description, attached hereto as EXHIBIT A and made a part hereof, known as 325 N Riverwalk Drive; and,

WHEREAS, Owner has requested approval of an amendment to the Restated Agreement approved by Ordinance No. 2003-10 to construct a 360-space off-street parking lot as depicted in the Plan Set attached hereto as EXHIBIT B, and made a part hereof; and,

WHEREAS, pursuant to the provisions of Section 5/11-15.1-1 et seq., of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.) and as the same may have been modified by the Village's Home Rule Powers, a proposed First Amendment to the Restated Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by Statute; and,

WHEREAS, the President and Board of Trustees after due and careful consideration have concluded that an amendment to the Restated Agreement ("First Amendment") would serve the best interests of the Village; and,

WHEREAS, the following EXHIBITS, some of which were presented in testimony given by the Owner or the witnesses during the hearings held before the President and Board of Trustees prior to the execution of this First Amendment, are hereby incorporated by reference herein, made a part hereof and designated as shown below.

EXHIBIT A	Legal Description
EXHIBIT B	Plan Set

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

1. Applicable Law. This amendment is made pursuant to and in accordance with the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers. The preceding whereas clauses are hereby made a part of this Amendment.
2. Term of Agreement. That certain Restated Annexation Agreement dated February 3, 2003, approved by Ordinance No. 2003-10 is hereby amended to allow the construction of a 360-space off street parking lot on the vacant lot at 325 N Riverwalk Drive as depicted in EXHIBIT B.
3. Scope of Amendment. All references, conditions and obligations to the Property in the Restated Agreement not otherwise amended by this First Amendment shall remain in full force and effect.

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

VILLAGE OF BUFFALO GROVE

By _____
BEVERLY SUSSMAN, Village President

ATTEST:

By _____
VILLAGE CLERK

RIVERWALK NORTH OFFICE LLC,
C/O HAMILTON PARTNERS

By _____

Michael Rolfs, Hamilton Partners

This document prepared by:
Patrick Brankin
Village of Buffalo Grove
50 Raupp Blvd.
Buffalo Grove, Illinois 60089

Mail to:
Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

EXHIBIT A**FIRST AMENDMENT TO THE RESTATED ANNEXATION AGREEMENT FOR
RIVERWALK NORTH PROPERTY AT
325 N RIVERWALK DRIVE****Legal Description****Parcel 1**

LOT 4 IN RIVERWALK NORTH, BEING A RESUBDIVISION IN THE SOUTH 1/2 OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2005 AS DOCUMENT 5857621, IN LAKE COUNTY, ILLINOIS.

Parcel 2

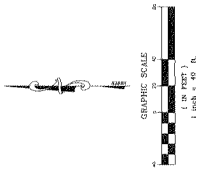
PERMANENT EASEMENT OVER PARTS OF LOT 3 AS SHOWN BY DASHED LINES ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT 5857621 AND LABELED "ACCESS EASEMENT" FOR INGRESS, EGRESS, AND ACCESS FROM LOT 4 TO NORTH RIVERWALK DRIVE BY SUCH PROPERTY OWNERS AND THEIR BENEFICIARIES, EMPLOYEES, AGENTS, TENANTS, AGENTS, SUCCESSORS AND ASSIGNS.

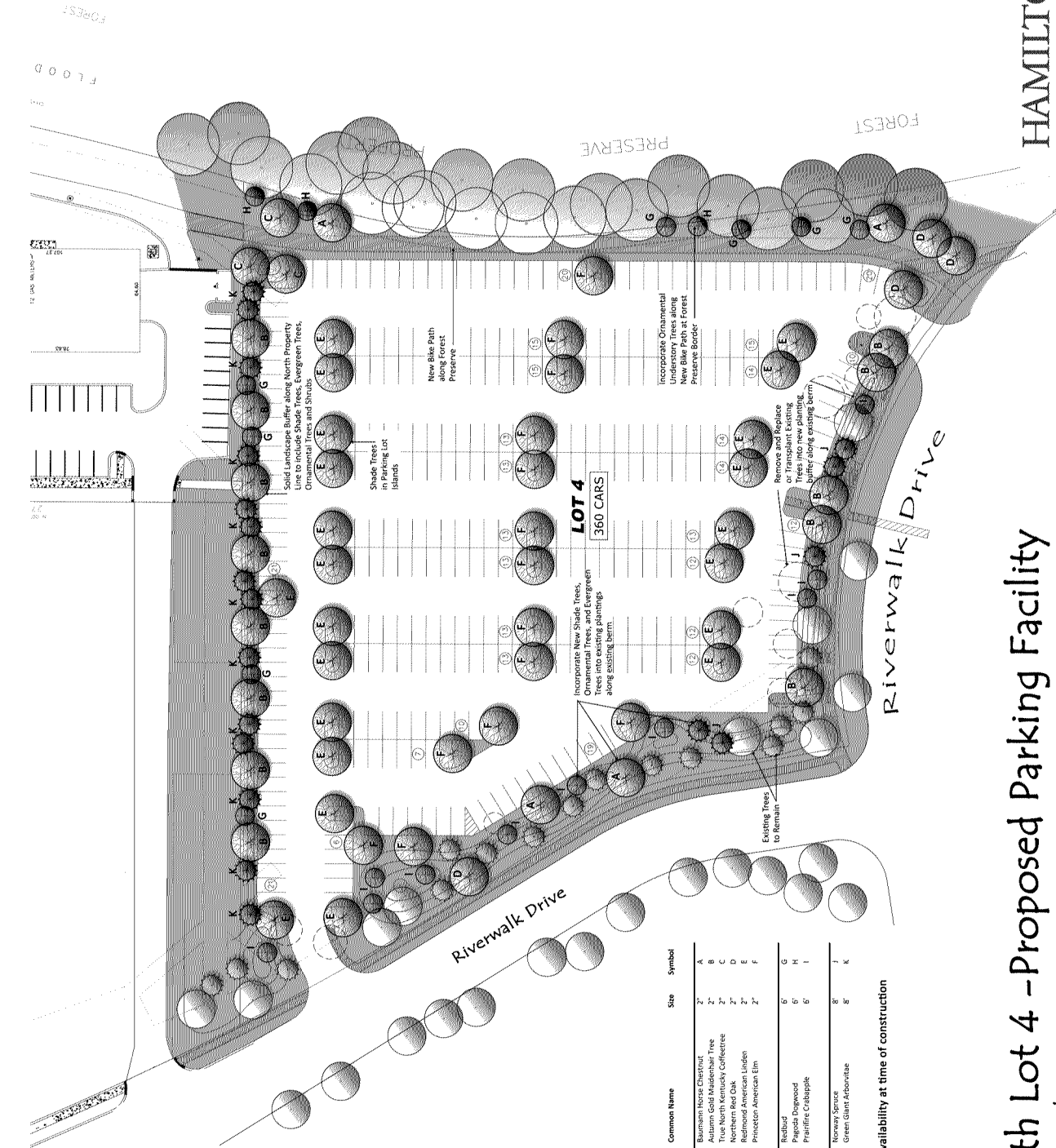
SUBJECT PROPERTY COMMON DESCRIPTION: 325 N Riverwalk Drive, Buffalo Grove, IL 60089

PARCEL INDEX NUMBER: 15-35-402-147

EXHIBIT B
FIRST AMENDMENT TO THE RESTATED ANNEXATION AGREEMENT FOR
RIVERWALK NORTH PROPERTY AT
325 N RIVERWALK DRIVE

Plan Set





Scale: 1" = 30'-0"
January 27, 2022
September 21, 2022

PLANT LIST						
Quantity	Genus	Species	Variety	Common Name	Size	Symbol
SHADE TREES						
8	Malus	sp.	Autumn Gold	Autumn Gold Crabapple	2"	A
13	Ginkgo	biloba	Autumn Gold	Autumn Gold Maidenhair Tree	2"	B
3	Gymnocladus	dioscori	UAMSenergy	True North Kentucky Coffeetree	2"	C
4	Quercus	rubra		Northern Red Oak	2"	D
22	Tilia	americana	Redmond	Redmond American Linden	2"	E
14	Ulmus	sp.	Princeton	Princeton American Elm	2"	F
ORNAMENTAL TREES						
8	Cercis	canadensis		Redbud	6'	G
4	Cornus	alternifolia		Pagoda Dogwood	6'	H
10	Malus	sp.	Prairifire	Prairifire Crabapple	6'	I
EVERGREEN TREES						
5	Picea	abies		Norway Spruce	8'	J
14	Thuja	sp.	Green Giant	Green Giant Arborvitae	8'	K

* Sizes, Varieties and Quantities may vary due to availability at time of construction

A Conceptual Landscape Plan for.....
Riverwalk North Lot 4 - Proposed Parking Facility
A Hamilton Partners Property



Revisions			
#	Date	Comments	

Drawn By: Tony Romano	Checked By: CX APPLICATIONS	Date: 9/30/2022	Scale: NTS
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Riverwalk North	North Lot 4 Parking Facility
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Page M of 1



Luminaire Schedule	Luminaire					
Qty	Label	Lum. Lumens	LLF	Description	Luminaire Watts	Total Watts
8	P1-TWIN	10346	1.000	AREAFDZA080UNVD740/T5/BZ	78.62	1,257.92
3	P2-SINGLE	10389	1.000	AREAFDZA080UNVD740/T3/BZ	78.25	234.75
						LEDVANCE LLC.
						LEDVANCE LLC.
						32.5
						32.5
						[MANUFAC]

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
CalcPis 1	Illuminance	Fc	1.28	2.6	0.5	2.56
						5.20
						Max/Min
						Grid Z
						0

This document contains confidential and proprietary information to Conexon. This calculation information is not a technical submission or technical report and is provided for informational purposes only. It is the obligation of the end-user to consult with a professional engineering firm or professional design firm to determine whether this calculation information meets the applicable project requirements for lighting system performance, health and human safety, sustainability, and effectiveness for use in a particular application. Field verification is recommended when calculations are based on end-user or customer-provided information. End-User environment and application (including, but not limited to, voltage variation and dirt accumulation) can cause actual field performance to differ from the calculated photometric performance represented in this lighting design. In no event will Conexon be responsible for any loss resulting from any use of this calculation information.



Ordinance No. O-2022-132 : Ordinance Approving an Amendment to Planned Unit Development, and Approval of an Off-Street Parking Facility Use at 325 N Riverwalk Drive

Recommendation of Action

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

Hamilton Partners who is seeking approval to construct a 360-space off-street parking lot at 325 N Riverwalk Drive. CVS/Caremark has signed a land lease on the property and has the option to request Hamilton Partners construct the surface parking lot to accommodate their anticipated future need for parking at the office complex. The proposed project requires an Amendment to the Planned Unit Development, an Amendment to the Preliminary Plan, and approval of an off-street parking facility.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B Plan Set (PDF)
- Exhibit C PZC Minutes(PDF)

Trustee Liaison

Johnson

Staff Contact

Andrew Binder, Community Development

Monday, December 5, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: December 5, 2022

TO: President Beverly Sussman and Trustees

FROM: Nicole Woods, Community Development Director
Kelly Purvis, Deputy Community Development Director
Andrew Binder, Associate Planner

SUBJECT: 325 N Riverwalk Drive – CVS/ Caremark Parking Lot. The petitioner is seeking approval of an amendment to the Planned Unit Development approved by Ordinance No. 2003-10, an Amendment to the Preliminary Plan, and approval of an off-street parking facility use at 325 N Riverwalk Drive.

PROJECT BACKGROUND

Hamilton Partners is seeking approval to construct a 360-space off-street parking lot at 325 N Riverwalk Drive. CVS/Caremark has signed a land lease on the property and has the option to request Hamilton Partners to construct the surface parking lot to accommodate their anticipated future need for parking at the office complex. The off-street parking lot would be constructed in lieu of the 8-story office building and the 4-story parking structure that was previously approved under Ordinance 2003-10. The proposed off-street surface parking lot will supplement the parking for the CVS/Caremark offices located within Riverwalk I & II Office Towers directly south of the site at 2100 - 2150 Lake Cook Road.

As proposed, the project requires approval of an Amendment to the Restated Annexation Agreement and Planned Unit Development approved by Ordinance No. 2003-10, an Amendment to the Preliminary Plan. The proposed parking lot would meet all of the Village zoning requirements.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

On November 2, 2022, the PZC **recommended approval** of the amendment to the Restated Annexation Agreement and Planned Unit Development approved by Ordinance No. 2003-10, an Amendment to the Preliminary Plan, and approval of an off-street parking facility use at 325 N Riverwalk Drive, subject to the following conditions:

1. The proposed development shall be developed in substantial conformance to the submitted plans.
2. The Petitioner shall comply with all applicable Village codes, regulations, and policies.
3. Any incidental or directional signage proposed will be reviewed by Village staff.
4. Prior to the issuance of any building permits for the construction of the new off-street parking facility, the total parking count for the office uses will be reviewed and accommodations shall be made to the parking lot at 2100 - 2150 Lake Cook Road in compliance with the Illinois Accessibility Code (regarding the number of accessible parking spaces and location of the accessible spaces).

Further information and details about the project can be found in the attached meeting materials provided in the public hearing agenda section of the Board packet.

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting approval of an amendment to the Planned Unit Development approved by Ordinance No. 2003-10, an Amendment to the Preliminary Plan, and approval of an off-street parking facility use at 325 N Riverwalk Drive.

ORDINANCE NO. 2022 - ____

**AN ORDINANCE APPROVING AN AMENDMENT
TO THE RIVERWALK NORTH PLANNED
UNIT DEVELOPMENT ORDINANCE NO. 2003-10,
AN AMENDMENT TO THE PRELIMINARY PLAN, AND
APPROVAL OF AN OFF-STREET PARKING FACILITY
FOR 325 N RIVERWALK DRIVE**

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

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

WHEREAS, 325 N Riverwalk Drive, Buffalo Grove, IL ("Property") is a 3.79-acre site in the Mixed Use Planned Development District which is currently vacant and unimproved and is hereinafter legally described in Exhibit A; and,

WHEREAS, Mike Rolfs, ("Petitioner") has filed a petition on behalf of Hamilton Partners, to allow the construction of a 360-space off-street parking lot on the Property at 325 N Riverwalk Drive, and is requesting the following approvals:

1. An Amendment to the Riverwalk North Planned Unit of Development Ordinance No. 2003-10 and Preliminary Plan as amended; and,

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on November 2, 2022 concerning the petition for approval of the Amendment to Ordinance No. 2003-10, the Amendment to the Preliminary Plan; and,

WHEREAS, the Planning & Zoning Commission made findings and determined that the proposed Amendment to Ordinance No. 2003-10 and the amendment to the preliminary plan for the construction of the off-street parking facility are generally conforming to the underlying Planned Unit Development Ordinance, as described in the minutes attached as Exhibit C; and,

WHEREAS, the Planning & Zoning Commission voted 7 to 1 to recommend approval of the Amendment to Ordinance No. 2003-10, and the Amendment to the Preliminary Plan; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed Amendment to Ordinance No. 2003-10 and the Amendment to the Preliminary Plan will serve the best interests of the Village.

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

EXHIBIT A Legal Description of the Property

EXHIBIT B Plan Set

EXHIBIT C Minutes from the November 2, 2022 Planning & Zoning Commission Meeting

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

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

Section 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the Amendment to Ordinance No. 2003-10, and the Amendment to the Preliminary Plan, for the Property at 325 N Riverwalk Drive, Buffalo Grove, IL, subject to the following conditions:

- A. The proposed development shall be developed in substantial conformance to the plans attached.
- B. The Petitioner shall comply with all applicable Village codes, regulations, and policies.
- C. Any incidental or directional signage proposed will be reviewed by Village staff.
- D. Prior to the issuance of any building permits for construction of the new off-street parking facility, the total parking count for the office uses will be reviewed and accommodations shall be made to the parking lot at 2100 - 2150 Lake Cook Road in compliance with the Illinois Accessibility Code (regarding the number of accessible parking spaces and location of the accessible spaces).

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

This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Beverly Sussman, Village President

EXHIBIT A**Legal Description****Parcel 1**

LOT 4 IN RIVERWALK NORTH, BEING A RESUBDIVISION IN THE SOUTH 1/2 OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 2005 AS DOCUMENT 5857621, IN LAKE COUNTY, ILLINOIS.

Parcel 2

PERMANENT EASEMENT OVER PARTS OF LOT 3 AS SHOWN BY DASHED LINES ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT 5857621 AND LABELED "ACCESS EASEMENT" FOR INGRESS, EGRESS, AND ACCESS FROM LOT 4 TO NORTH RIVERWALK DRIVE BY SUCH PROPERTY OWNERS AND THEIR BENEFICIARIES, EMPLOYEES, AGENTS, TENANTS, AGENTS, SUCCESSORS AND ASSIGNS.

SUBJECT PROPERTY COMMON DESCRIPTION: 325 N Riverwalk Drive, Buffalo Grove, IL 60089

PARCEL INDEX NUMBER: 15-35-402-147

4

EXHIBIT B

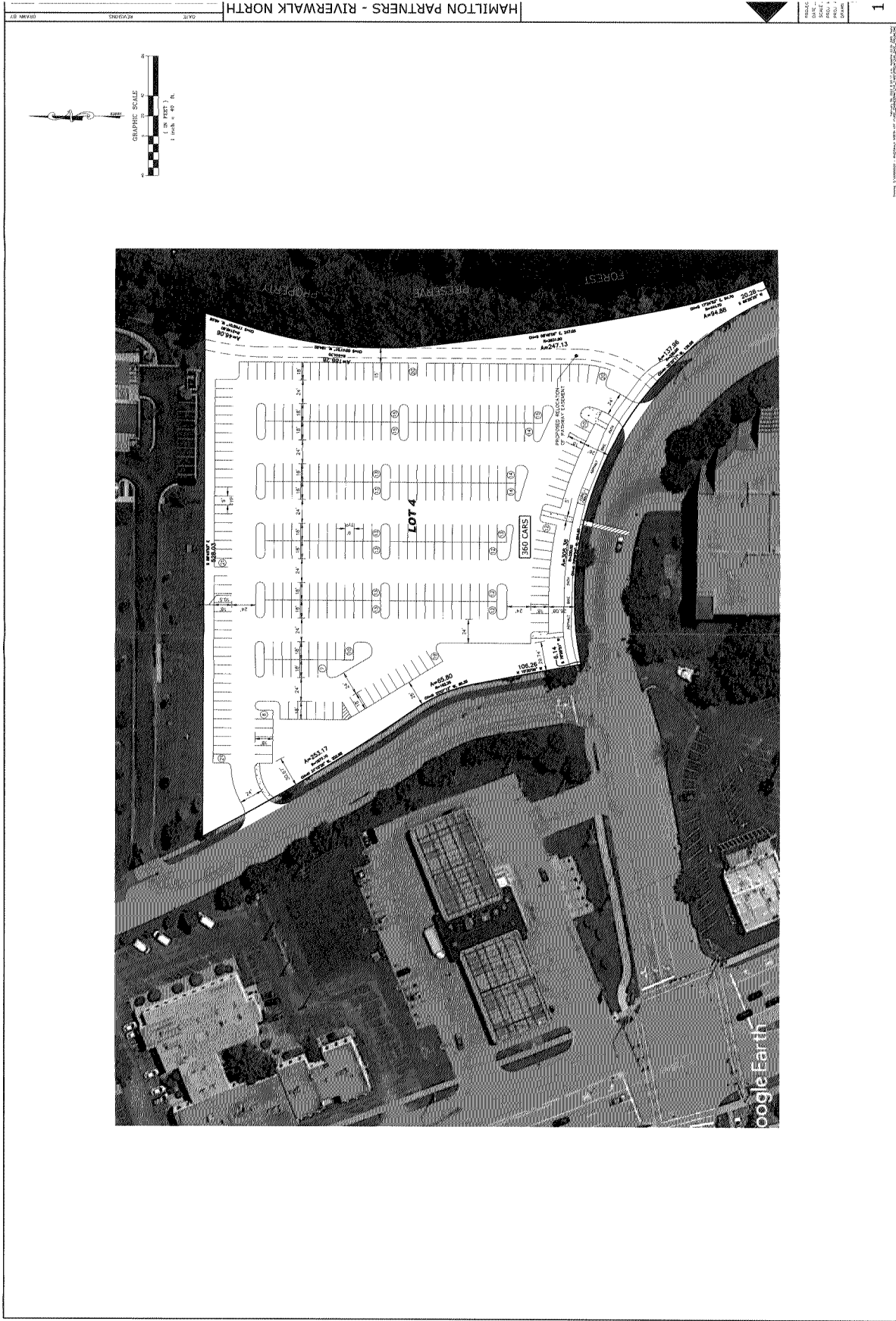
Plan Set

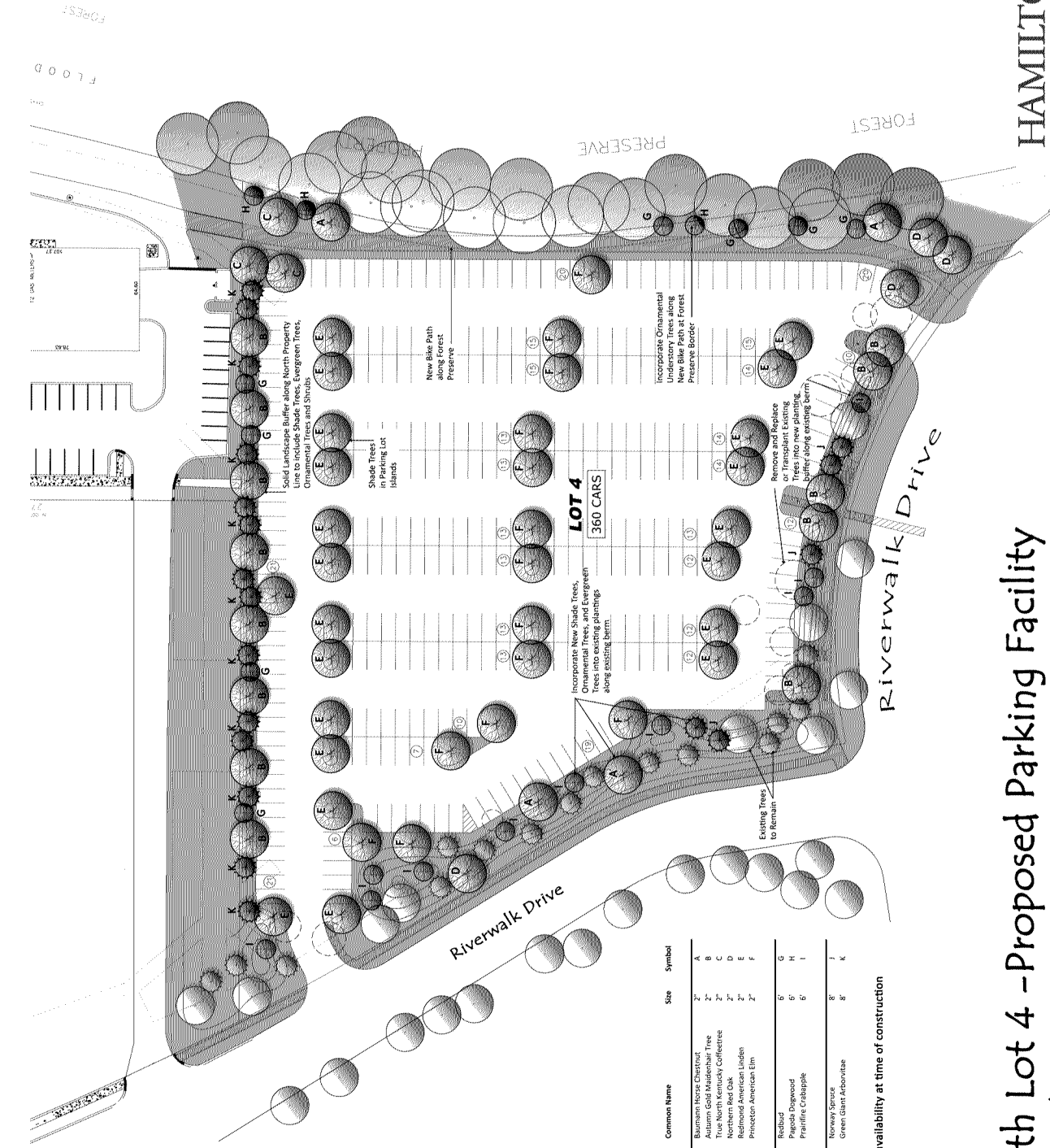
325 N RIVERWALK DRIVE

EXHIBIT C

Minutes from the November 2, 2022 Planning & Zoning Commission Meeting
325 N RIVERWALK DR

Attachment: Exhibit B Plan Set (O-2022-132 : Approve an Amendment to Planned Unit Development at 325





PLANT LIST				
Quantity	Genus	Species	Variety	Common Name
SHADE TREES				
2	Quercus	hypocylindrum	Burmese	Burmese Sweetgum
13	Ginkgo	biloba	Austrian Gold'	Austrian Gold'
3	Gymnocladus	diluvius	UAMSenergy'	True North Kentucky Coffee Tree
4	Quercus	rubra		Northern Red Oak
22	Tilia	americana	Redmond'	Redmond American Linden
14	Ulmus	americana	Princeton'	Princeton American Elm
ORNAMENTAL TREES				
8	Cercis	canadensis		Redbud
10	Asteriloidia	sp		Redspiked
16	Morus	sp	Prairifire'	Prairifire Catclaw
EVERGREEN TREES				
12	Abies	sp		Novus Science
14	Thuja	sp	Green Giant'	Green Giant Arborvitae

* Sizes, Varieties and Quantities may vary due to availability at time of construction

A Conceptual Landscape Plan for....
Riverwalk North Lot 4 -Proposed Parking Facility
A Hamilton Partners Property



Revisions	
#	Date
	Comments

Drawn By: Tony Romano
Checked By: CX APPLICATIONS
Date: 9/30/2022
Scale: NTS

Riverwalk North	North Lot 4 Parking Facility
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Page M of 1



Luminaire Schedule				Luminaire			Mounting	
Qty	Label	Lum. Lumens	LLF	Description	Luminaire Watts	Total Watts	Height	[MANUFAC]
8	P1-TWIN	10346	1.000	AREAFLD2A080UNVD740/T5/BZ	78.62	1257.92	32.5	LEDVANCE LLC.
3	P2-SINGLE	10389	1.000	AREAFLD2A080UNVD740/T3/BZ	78.25	234.75	32.5	LEDVANCE LLC.

Calculation Summary					
Label	CatType	Units	Avg	Max	Min
Illuminance	Fc	Fc	1.28	2.6	0.5
CadPis_1					
			Avg/Min	Max/Min	Grid Z
			2.56	5.20	0

This document contains confidential and proprietary information to Conexon. This calculation information is not a technical submission or technical report and is provided for informational purposes only. It is the obligation of the end-user to consult with a professional engineering firm or professional design firm to determine whether this calculation information meets the applicable requirements for lighting system performance, health and human safety, sustainability, and effectiveness for use in a particular application. Field verification is recommended when calculations are based on end-user or customer-provided information. End-User environment and application (including, but not limited to, voltage variation and dirt accumulation) can cause actual field performance to differ from the calculated photometric performance represented in this lighting design. In no event will Conexon be responsible for any loss resulting from any use of this calculation information.

11/2/2022

MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF BUFFALO GROVE HELD IN THE COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS ON WEDNESDAY, NOVEMBER 2, 2022

Call to Order

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

Public Hearings/Items For Consideration

1. Consider Variation Requests to the Fence Code, Pertaining to Residential Districts for the Purpose of Installing a 3-Foot Open Style Fence and a 5-Foot Semi-Open Style Fence that Extends Beyond the Front Line of the Building, Within 45 Feet of an Intersection and Within the 4-Foot Required Corner Side Yard Setback for a Fence at 151 Weiland Road (Trustee Pike) (Staff Contact: Kelly Purvis)

Mr. Binder, Associate Planner for the Village, provided a brief description of the fence variations requested from the fence code and showed various photos of the property.

He indicated that a 3-foot open-style fence is proposed in the front yard of the subject property and a five-foot semi-open style fence is proposed in the corner side yard and rear yard.

Mr. Binder noted that the fence would be located within the corner side yard setback (nearer than four feet from the property line) and would be within 45 feet of the intersection.

He indicated that the proposal has been reviewed by engineering staff which does not have any concerns and that there would not be any sightline issues.

Mr. Binder indicated that staff is in support of the variances requested.

The petitioner, Mr. Chandippa, was sworn in. He spoke about the expansion of Weiland Road, and the installation of the sidewalk in his front yard. He noted that people trespass on the property and pick the fruit from his trees. He also showed photos of the protective covering on the bathroom windows that was recently scratched off and indicated that his property has been vandalized recently.

Mr. Chandippa indicated that he and his wife are requesting the fence to prevent trespassing and vandalism on the property. He also mentioned that they wish to keep their son away from Weiland Road, which is very busy.

Com. Khan noted that he went by the house before the meeting and that he agrees that the area has changed since expansion of Weiland Road. He stated that the petitioner's property has an open view from Armstrong and that he can see how it would be a "cut through". He also asked questions about the transition height of the fence and why they are not closing access to the back yard.

The Petitioner responded that the trees do a pretty good job of keeping people out from the front.

Com. Khan stated that he wants to make sure that the proposed fence will indeed solve the issues described by the Petitioner.

11/2/2022

Com. Weinstein asked questions about the style of fence and how it will be treated. He also mentioned that the fence would be within the easement and could conflict with utilities.

Com. Worlikar asked what the purpose of bringing the fence right up to the sidewalk is.

The Petitioner responded that it provides a more level surface and avoids existing landscaping.

Com. Richards asked if the Petitioner has spoken to the neighbors.

Chairman Cesario asked for clarification from staff that the 3-foot fence would not create a sightline issue.

The public hearing closed at 7:53 pm

Com. Weinstein made motion that the PZC grant variations to Section 15.20 of the Buffalo Grove Fence Code to allow a 3-foot open style fence and a 5-foot semi-open style that extends beyond the front line of the building, within 45 feet of an intersection and within the 4-foot required corner side yard setback at 151 Weiland Road, provided the fence shall be installed in accordance with the documents and plans submitted as part of the petition.

Com. Richards seconded the motion.

Com. Worlikar suggested it would be helpful to know how far back the fence could be moved from the corner side property line and away from the sidewalk.

Chairman Cesario asked the petitioner if he would be comfortable with pushing the fence back four feet from the property line to comply with the Fence Code.

Mr. Chandippa indicated that he would be ok with moving the fence four feet from the property line, to comply with the Code.

Com. Moodhe indicated that this situation is unique because the property fronts on Weiland Road. He noted that it will be easier to see through the proposed picket fence than board on board and that he appreciates that the petitioner was open to that.

Com. Spunt indicated that he would also like to see the fence pushed back 4-feet from sidewalk and asked if the fence would interfere with drainage patterns on the property.

Chairman Cesario commented that there is commercial activity adjacent to the property and that there is no question that he is entitled to the taller fence along the corner side property line. He acknowledged the change in the space around the property due to the expansion of Weiland Road. He agreed that the open style fence in the front yard is safer and will make people feel more comfortable but, will still give the property owner the privacy they need.

Com. Worlikar indicated that he is sympathetic and supportive to the Petitioner and glad he is ok with the 4-foot additional setback from the corner side property line. He indicated that the fence being closer to the property line may create a hazard for the neighbor backing out of their driveway.

The motion was amended to remove the four-foot variation from the corner side yard setback.

11/2/2022

RESULT:	APPROVED [UNANIMOUS]
AYES:	Moodhe, Spunt, Cesario, Khan, Weinstein, Au, Richards, Worlikar, Davis

2. Petition to the Village of Buffalo Grove for an Amendment to the Restated Annexation Agreement and Planned Unit Development Approved by Ordinance No. 2003-10, an Amendment to the Preliminary Plan, and Approval of an Off-Street Parking Facility Use at 325 N Riverwalk Drive (Trustee Ottenheimer) (Staff Contact: Kelly Purvis)

Associate Planner, Andrew Binder showed the proposed site plan and reviewed the approvals necessary for the construction of the 360-stall parking lot on the property.

The Petitioner, Mike Rolfs of Hamilton Partners, was sworn in.

Mr. Rolfs indicated that negotiations on the land lease started right after Covid, and that CVS/Caremark made a decision to move their offices out of Northbrook. He indicated that CVS/Caremark thought they would need more parking than is currently available in the parking structures. He noted, per their lease agreement, they have the right to give the property owner notice upon a need for more parking, and the property owner (Hamilton Partners) will build the parking lot that is presented tonight. Mr. Rolfs indicated that CVS/Caremark have consolidated most of their operations here in Buffalo Grove and that he hopes they will expand.

Com. Au asked why they want to expand parking now. She indicated that she used to work in Riverwalk-2 pre-covid, and there was always parking. She asked why they are speculating for this need for parking before it has been determined that it is needed.

The Petitioner responded that he is not requesting final approval and that they would still need final engineering approval, etc. before they would be able to build the parking lot. He noted that he would like to be able to move quickly should the need arise for the parking.

Com. Davis asked if there is a specific occupancy trigger or data that would trigger the need for the parking lot to be constructed.

The Petitioner responded that nobody really knows what is going to happen with hybrid and work from home models, but CVS/Caremark have a use/person calculation that they use to determine the parking need. Based on the number of anticipated employees, they think they may need more parking than what is available.

Com. Davis indicated that he drove through the garages the day before and they were pretty empty. He asked what the occupancy of the garages are.

The Petitioner responded that a lot of larger companies have not fully come back to the office yet. He estimated that the parking structure is only 25% occupied at this time.

Com. Moodhe asked staff, if this proposal is approved, what part of the original PUD approval would be off the table for future development.

Staff indicated that this proposal would supersede the prior approval. The previously proposed office building with structured parking would no longer be part of the approved PUD. Staff noted that in the future, if they wished to build the office building and parking structure, they would need to come back for approval of another amendment to the preliminary plan and PUD.

The Petitioner indicated that they are looking at this as a temporary measure and that the most likely future use on the site will be residential. He indicated that he would like to reserve the right to construct the office building/and or residential in the future.

11/2/2022

Com. Moodhe asked if they had given any thought to constructing a parking deck.

Mr. Rolfs responded that a parking deck would be far too expensive.

Mr. Rolf spoke about the topography on the property and indicated that the existing berms will provide good screening of the parking lot.

Com. Spunt asked if the parking would only be for CVS employees.

The Petitioner responded, yes.

Chairman Cesario confirmed with staff that there are no variations being requested for a use that is permitted by right.

Staff agreed with Chairman Cesario.

There were no public comments.

The public hearing was closed at 8:31pm.

Com. Weinstein made motion that the PZC recommends approval of the Amendment to the Restated Annexation Agreement and Planned Unit Development approved by Ordinance No. 2003-10, an Amendment to the Preliminary Plan, and approval of an off-street parking facility use at 325 N Riverwalk Drive, subject to the following conditions:

- 1. The proposed development shall be developed in substantial conformance to the plans attached.*
- 2. The Petitioner shall comply with all applicable Village codes, regulations, and policies.*
- 3. Any incidental or directional signage proposed will be reviewed by Village staff.*
- 4. Prior to the issuance of any building permits for construction of the new off-street parking facility, the total parking count for the office uses will be reviewed and accommodations shall be made to the parking lot at 2100 - 2150 Lake Cook Road in compliance with the Illinois Accessibility Code (regarding the number of accessible parking spaces and location of the accessible spaces).*

Com. Moodhe seconded the motion.

Com. Moodhe noted that there was a letter from a resident included in the PZC packet. He noted that even though a parking lot is not his favorite use for the site, it is probably better than an 8-story office building. He indicated that he is supportive of the request if it brings potential for more corporate business to the Village.

Com. Davis stated that he is struggling with the request because it is based on speculation of what the need might be. He noted he doesn't think it makes a lot of sense in our current environment and that there is a reason why those buildings haven't been constructed - there is no need.

11/2/2022

Com. Weinstein agreed with Com. Davis and noted that he is also a little hesitant. He noted the property has been sitting undeveloped this long and that they would be replacing vacant green space with potentially vacant concrete. He also noted that the parking lot will be well screened and will not be very visible and that he trusted that CVS/Caremark know their business and their need for the parking.

Chairman Cesario stated that approval of the parking lot tonight removes the owner's right to build the eight-story building. He noted, they can leave here tonight, and construct that project. He suggested that the current proposal for overflow parking is a more acceptable proposal and is better for the Village and tenant. Hard stated it is hard to argue with better for everyone.

RESULT:	APPROVED [8 TO 1]
AYES:	Moodhe, Spunt, Cesario, Khan, Weinstein, Au, Richards, Worlikar
NAYS:	Jason Davis

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - Aug 17, 2022 7:30 PM

RESULT:	ACCEPTED [8 TO 0]
AYES:	Moodhe, Spunt, Cesario, Weinstein, Au, Richards, Worlikar, Davis
ABSTAIN:	Zill Khan

Chairman's Report

Chairman Cesario gave his chairman's report.

Committee and Liaison Reports

Com. Moodhe reviewed the Village Board meeting he attended and the PZC items that were approved by the Village Board.

Staff Report/Future Agenda Schedule

Staff indicated that there are two upcoming cases for November 16, 2022, agenda.

Public Comments and Questions

Adjournment

The meeting was adjourned at 8:40 PM

Kelly Purvis

APPROVED BY ME THIS 2nd DAY OF November, 2022



Ordinance No. O-2022-133 : Ordinance Approving a First Amendment to the Annexation Agreement for the Property at 15989 & 16051 Deerfield Parkway

Recommendation of Action

Staff recommends that the Village Board approve the attached annexation agreement amendment, subject to the final review and approval by the Village Attorney.

On January 18, 2022, the Village Board approved Ordinance 2022-10 approving an annexation agreement for the redevelopment of the property into 120 apartments. Pursuant to the terms of the annexation agreement, MZ was supposed to close on the property by December 31, 2022. Due to unforeseen delays with obtaining easements for cross access and utilities, MZ is requesting an amendment to the agreement to allow for a 6-month extension (June 30, 2023) to close.

ATTACHMENTS:

- BOT Memo Regarding AA Amendment (DOCX)
- Ordinance Approving Amendment (DOCX)
- Final Draft of the First Amendment (DOCX)

Trustee Liaison
Johnson

Staff Contact
Chris Stilling, Community Development

Monday, December 5, 2022

VILLAGE OF BUFFALO GROVE



DATE: December 1, 2022

TO: President Beverly Sussman and Trustees

FROM: Christopher Stilling, Deputy Village Manager

SUBJECT: First Amendment to the Annexation Agreement for 15989 and 16051 Deerfield Parkway

STAFF RECOMMENDATION

Staff recommends that the Village Board approve the attached annexation agreement, subject to final review and approval by the Village Attorney.

BACKGROUND

MZ Capital Partners (MZ) is the contract purchaser of the unincorporated 8.98 acre industrial property located at 15989 and 16051 Deerfield Parkway. On January 18, 2022, the Village Board approved Ordinance 2022-10 approving an annexation agreement for the redevelopment of the property into 120 apartments. Pursuant to the terms of the annexation agreement, MZ was supposed to close on the property by December 31, 2022. Due to unforeseen delays with obtaining easements for cross access and utilities, MZ is requesting an amendment to the agreement to allow for a 6-month extension (June 30, 2023) to close. MZ believes this matter should be resolved by June 30, 2023. All other terms of the agreement would remain unchanged.

ORDINANCE NO. 2022 - __**AN ORDINANCE APPROVING A FIRST AMENDMENT TO THE ANNEXATION AGREEMENT
15989 AND 16051 DEERFIELD PARKWAY**

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

WHEREAS, on January 18, 2022, the Village Board approved Ordinance 2022-10 approving an Annexation Agreement ("Agreement") for the redevelopment of the Property located at 15989 and 16051 Deerfield Parkway described on Exhibit A; and,

WHEREAS, there has been submitted to the Corporate Authorities of the Village of Buffalo Grove an Amendment to the Agreement requesting a 6-month extension to Paragraph 26 of the Agreement ("Amendment"); and,

WHEREAS, proper and due notice of the public hearing on December 5, 2022 concerning said Amendment have been given and the public hearing was held; and,

WHEREAS, it is determined to be in the best interest of the Village of Buffalo Grove to approve said Amendment.

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

Section 1. The Amendment, a copy of which is attached hereto and made a part hereof as Exhibit B, is approved.

Section 2. The President and Clerk of the Village are hereby authorized to execute said Agreement on behalf of the Village of Buffalo Grove.

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: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

Village Clerk

APPROVED:

Beverly Sussman, Village President

This document was prepared by:

Christopher Stilling
Director of Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL60089

Mail to:

Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

EXHIBITA**Legal Description****PARCEL 1:**

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH GANIER (BY DEED RECORDED JUNE 28, 1851, IN BOOK "P" OF DEEDS, PAGE 10) WHICH POINT IS 140.58 FEET EAST AND 134.64 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27; RUNNING THENCE SOUTH 89 DEGREES WEST 486.33 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28 TO THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474); THENCE EASTERLY ON SAID DEED LINE TO A POINT ON A LINE 140.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27; THENCE SOUTH 1021.29 FEET TO THE POINT OF BEGINNING (EXCEPT ANY PART THEREOF FALLING IN THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO JOSEPH GANIER (BY DEED RECORDED JUNE 28, 1851, IN BOOK "P" OF DEEDS, PAGE 10) WHICH POINT IS 140.58 FEET EAST AND 134.64 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH ALONG A LINE 140.58 FEET EAST OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 564 FEET FOR A POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY 722.06 FEET TO A POINT ON THE SOUTH LINE OF LAND CONVEYED TO CHARLES WISCHMAN (AS BY DEED RECORDED MAY 11, 1878 IN BOOK 66 OF DEEDS, PAGE 474) WHICH POINT IS 399.31 FEET WEST FROM THE EAST LINE OF SAID SECTION 28 AS MEASURED ALONG CHARLES WISCHMAN DEED LINE; THENCE EAST ALONG CHARLES WISCHMAN DEED LINE 340.83 FEET; THENCE SOUTHEASTERLY 266.47 FEET TO A POINT 140.58 FEET EAST OF MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 27 AND 281.29 FEET NORTH OF THE POINT OF BEGINNING), AND ALSO THAT PART THEREOF CONVEYED TO THE COUNTY OF LAKE BY INSTRUMENT DATED SEPTEMBER 27, 1973 AND RECORDED OCTOBER 1, 1973 AS DOCUMENT 1636981, IN LAKE COUNTY, ILLINOIS.

4

EXHIBIT B

Amendment

**FIRST AMENDMENT TO
ANNEXATION AGREEMENT
16051 DEERFIELD PARKWAY
MZ CAPITAL ACQUISITIONS, LLC**

This First Amendment to Annexation Agreement (hereinafter referred to as the "Amendment") made and entered into this 5th day of December, 2022, by and between the VILLAGE OF BUFFALO GROVE (hereinafter referred to as "Village") by and through the President and Board of Trustees of the Village (hereinafter collectively referred to as the "Corporate Authorities") and MZ Capital Acquisitions, LLC, 400 Skokie Blvd, Suite 580, Northbrook, IL 60062 (hereinafter referred to as "Developer") and Chicago Title Land Trust Company, as successor trustee to Michigan Avenue National Bank of Chicago, as trustee UTN 2139 (hereinafter referred to as "Owner")

WITNESSETH:

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

WHEREAS, pursuant to the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers, on _____, 2022, the parties entered into a certain Annexation Agreement ("the Agreement") after a public hearing was held thereon pursuant to notice as provided by Statute; and,

WHEREAS, paragraph 26 of the Agreement provides that If the Developer fails to close on the Property on or before December 31, 2022, all rights and benefits of this Agreement and the approved Planned Unit Development and Rezoning Ordinances as define therein shall not be given to the Owner and the Property this Agreement shall be null and void; and

WHEREAS, the Owner and Developer have requested that the Agreement be amended to extend the date by which Developer is required to close on the Property in order to avoid the Agreement becoming null and void; and

WHEREAS, pursuant to the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers, a proposed First Amendment to Annexation Agreement was submitted to the Corporate Authorities and a public hearing was held thereon pursuant to notice as provided by Statute; and,

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

1. Applicable Law. This Amendment is made pursuant to and in accordance with the provisions of Section 5/11-15.1-1 *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*) and as the same may have been modified by the Village's Home Rule powers. The preceding whereas clauses are hereby made a part of this Amendment.

2. Term of Agreement. Paragraph 26 of the Agreement is hereby amended to extend the date by which if the Developer fails to close on the Property, all rights and benefits of the Agreement and the approved Planned Unit Development and Rezoning Ordinances shall not be given to the Owner and the Property the Agreement shall be null and void, from December 31, 2022 to June 30, 2023.

3. Scope of Amendment. Except as specifically provided herein, the Agreement shall remain unmodified and in full force and effect.

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

VILLAGE OF BUFFALO GROVE

By _____

Beverly Sussman, Village President

ATTEST:

By _____

VILLAGE CLERK

OWNER/DEVELOPER:

MZ Capital Acquisitions, LLC

By _____

Printed Name and Position

OWNER/DEVELOPER:

By _____

Printed Name and Position

This document prepared by: Patrick Brankin
Schain, Banks, Kenny & Schwartz, Ltd.
70 W. Madison Street, Suite 5300
Chicago, IL 60602

Mail to:
Village Clerk
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089



Ordinance No. O-2022-134 : Ordinance Authorizing the Purchase of Turn Out Gear and Personal Protective Equipment from Air One Equipment

Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board authorize the Village Manager to purchase PPE, SCBA equipment and accessories from Air One Inc., through the Houston Galveston Area Compact purchasing cooperative in accordance with the Illinois Joint Purchasing Act (30 ILCS 525/0.01 et seq.), in an amount not to exceed \$150,000 annually.

ATTACHMENTS:

- 11-22 Air One- Turn Out Gear FINAL (DOCX)
- 11-22 Air One Ordinance FINAL (DOCX)

Trustee Liaison
Pike

Staff Contact
Brett Robinson, Finance

Monday, December 5, 2022

VILLAGE OF
BUFFALO GROVE



DATE: December 5, 2022

TO: Dane Bragg, Village Manager

FROM: Brett Robinson, Administrative Services Director

RE: Air One Equipment Joint Procurement

Recommendation

Staff recommends the Village Board authorize the Village Manager to purchase PPE, SCBA equipment and accessories from Air One Inc., through the Houston Galveston Area Compact purchasing cooperative in accordance with the Illinois Joint Purchasing Act (30 ILCS 525/0.01 et seq.), in an amount not to exceed \$150,000 annually.

Background Information

The Fire Department purchases new Turnout Gear annually as new staff is hired and as older equipment wears out. Turnout Gear (including but not limited to the trousers, boots and jacket) is personal protective equipment (PPE) used by firefighters. In addition to Turnout Gear the Village also purchases equipment related to Self-Contained Breathing Apparatus (SCBA) on the same joint agreement and various pieces of fire equipment to outfit new fire apparatus as well as replace worn equipment currently in service. The supplier for the specific brands of equipment in use by the Village of Buffalo Grove Fire Department is Air One. The Houston Galveston Area Compact (HGAC) purchasing cooperative has awarded Air One as the supplier of these items including PPE, SCBA supplies and miscellaneous pieces of fire equipment.

It is worth mentioning that this purchasing process has limited budget impact as the payments are offset using approved Foreign Fire Tax fund payments as well as available grant funding when awarded.

ORDINANCE 2022-_____**AN ORDINANCE AUTHORIZING THE PURCHASE OF TURN OUT GEAR AND PERSONAL PROTECTIVE EQUIPMENT FROM AIR ONE EQUIPMENT**

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

WHEREAS, the Village of Buffalo Grove Fire Department requires a safety gear and equipment for staff; and

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

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

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

SECTION 2. The Village Manager is authorized to purchase safety and operational equipment including but not limited to self-contained breathing apparatus, turn out gear and related personal protective equipment and supplies from Air One Equipment Inc., through the Houston Galveston Area Compact, at a price not to exceed \$150,000.00 each year.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk



Ordinance No. O-2022-135 : Authorization to Execute an Agreement with Ultra Strobe Communications, Inc. for Emergency Vehicle Lighting Services

Recommendation of Action

Staff recommends approval.

Staff recommends that the Village Board authorize the Village Manager to execute an agreement with Ultra Strobe Communications, Inc for emergency lighting installation services in the amount of \$243,250.00 with an eight percent (\$19,460) contingency controlled by the Village Manager for a total amount not to exceed of \$262,710.00 pending final review and approval by the Village Attorney.

ATTACHMENTS:

- Ultrastroke Memo_ (DOCX)
- Ultrastroke Ordinance_ (DOCX)
- Ultrastroke Contract 2023 (DOCX)

Trustee Liaison

Pike

Staff Contact

Tom C. Wisniewski, Village Board

Monday, December 5, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: December 1, 2022

TO: Dane Bragg, Village Manager

FROM: Tom Wisniewski, Buyer

SUBJECT: Emergency Lighting Services

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute an agreement with Ultra Strobe Communications, Inc. for emergency lighting installation services in the amount of \$243,250.00 with an eight percent (\$19,460) contingency controlled by the Village Manager for a total amount not to exceed of \$262,710.00 pending final review and approval by the Village Attorney.

Background

Staff reached out to four different providers in the Emergency Lighting Services space and only one had the capacity and interest in working with Buffalo Grove.

Staff has negotiated a contract with Ultra Strobe Communications, Inc. for the installation of emergency lighting and equipment in Police, Fire and select Public Works vehicles. The proposed contract will allow the Village to have a consistent service provider with a proven track record to provide needed installation & repair services while also allowing the Village to closely monitor and contain costs.

The purchase and installation of emergency lighting and equipment in Police vehicles would have no direct impact on the Village budget. The funds directed for the purchase of this type of equipment are obtained through Illinois statute (625 ILCS 5/16-104c) and are set aside for the purchase and maintenance of Police vehicles. Fire and Public Works vehicle emergency lighting is allocated through reserve funds set aside for equipment replacement.

As the need for these services fluctuates based upon the replacement of units requiring upfitting of emergency lighting equipment the not to exceed amount is based upon past expenses with this vendor and is the average annual spend for emergency lighting services. Due to supply chain issues some of these vehicles that were scheduled to arrive in 2022 have been pushed to 2023 which has led to an increased need for these services. Additionally, with the implementation of the Body Cameras in 2023, network devices will need to be swapped out in all 23 police vehicles.

Staff requests an 8% Village Manager controlled contingency as the need for these services fluctuates. Below are the estimated upfitting costs for 2023.

2023 Vehicle Replacement Upfitting Costs			
Unit	Vehicle Description	Department	Estimated Upfitting Cost
710	2017-Ford Explorer	Police	\$17,000.00
712	2018-Ford Explorer	Police	\$17,000.00
719	2017-Ford Explorer	Police	\$17,000.00
720	2018-Ford Explorer	Police	\$17,000.00
725	2017-Ford Explorer	Police	\$17,000.00
728	2015-Ford Explorer	Police	\$17,000.00
733	2015-Ford Explorer	Police	\$17,000.00
740	2016-Ford Explorer	Police	\$17,000.00
248	2008-Ford F-250	Fire	\$15,000.00
295	2016-Ford Explorer	Fire	\$15,000.00
296	2016-Ford Explorer	Fire	\$15,000.00
298	2010-Ford Explorer	Fire	\$15,000.00
Body Camera Network Device Swap Out			
	23 Police Vehicles	\$750 each	\$17,250.00
Non-Routine Maintenance & Repair Services			
	Estimated Expense Per Year		\$30,000.00
	Total Estimated Amount		\$243,250.00
	Village Manager Controlled Contingency @ 8%		\$19,460.00
	Total Not to Exceed Amount		\$262,710.00

ORDINANCE 2022-____

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT FOR EMERGENCY LIGHT INSTALLATION SERVICES WITH ULTRA STROBE COMMUNICATIONS INC

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute an agreement with Ultra Strobe Communications Inc., pending review and approval by the Village Attorney at a price not to exceed \$262,710.00 per year.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022

APPROVED: _____, 2022

APPROVED:

Beverly Sussman, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Ultrastrobe Ordinance_ (O-2022-135 : Authorization to Execute an Agreement with Ultra Strobe Communications, Inc.)

VEHICLE LIGHTING & COMMUNICATIONS INSTALLATION CONTRACT

Vehicle Lighting & Communications Installation Contract (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and Ultra Strobe Communications Inc., (hereinafter the “**Contractor**”) on this 1st day of January 2023 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Village has negotiated for the Work (defined below),; and

WHEREAS, the Contractor wishes to enter into this Contract with the Village and the Village wishes to enter into this Contract with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Contract **Exhibit A** (the “**Work**”) which is incorporated into the Contract by this reference.

ARTICLE II - CONTRACT DOCUMENTS

The following exhibits are attached hereto and incorporated herein by this reference:

Contract Exhibit A – Description of the Work

Contract Exhibit B – Schedule of Prices

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

ARTICLE III - CONTRACT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Contract as detailed in **Contract Exhibit B** (the “**Schedule of Prices**”) Unless explicitly provided otherwise in this Contract, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

Prices throughout the initial term of the contract shall reflect those provided in the schedule of prices. Written requests for price revisions after the initial term shall be submitted ninety (90) days in advance. Requests shall be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead or profit.

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

ARTICLE IV – APPLICATION FOR PAYMENT

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. Detailed invoice
2. Inspection reports for each vehicle work was performed upon.

All payments under this Contract must be approved by the Village’s Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – CONTRACT TIME

Term. The Village will enter into a contract beginning on January 1, 2023 and ending December 31, 2024 with two (2) possible two (2) year extensions. At the end of the contract term, The Village of Buffalo Grove reserves the right to extend this contract for a period of up to sixty (60) calendar days for the purpose of securing a new contract.

Termination of Contract. The Contract may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under the Contract through no fault of the terminating party; or the Village may terminate the Contract, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than thirty (30) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

ARTICLE VI – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the Police Chief or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Police Chief or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

ARTICLE VIII – CONTRACTORS INSURANCE

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

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

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

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

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

I. Assumption of Liability

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

J. Workers' Compensation and Employers' Liability Coverage

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

K. Failure to Comply

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

ARTICLE IX – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority or Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance's website.

ARTICLE X – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor's consultants in connection with the Work (collectively, the "**Documents**") or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XI – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a "**Notice**") shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE:	Village of Buffalo Grove 50 Raupp Blvd Buffalo Grove, IL 60089 mszos@vbg.org ATTN: Police Chief
WITH COPIES TO:	Cc: pbrankin@schainbanks.com Cc:tcwisniewski@vbg.org
IF TO THE CONTRACTOR:	Ultra Strobe Communications Inc. _____ Rob Cruise rob@ultrastrobe.com

ARTICLE XII – CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIII – NOTICE OF STARTING WORK

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

ARTICLE XIV – SEQUENCE OF THE WORK

The Police Chief shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XV – SUPERVISION

The Police Chief shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Police Chief. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Police Chief, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVI – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Police Chief, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Police Chief. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Police Chief or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Police Chief or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Police Chief or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIII – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Police Chief or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work as specified in Contract Exhibit A.

ARTICLE XIX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Police Chief by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XX – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Police Chief or his authorized representative.

ARTICLE XXI – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics’, materialmens’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of Police, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

ARTICLE XXIII – COMPLIANCE WITH LAWS

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

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“**FOIA**”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

D. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

ARTICLE XXIV – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

ARTICLE XXV – CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXVI – MISCELLANEOUS

- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- D. NO THIRD PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- E. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- F. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- H. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- I. CALENDAR DAYS AND TIME.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- J. FAVORABLE TERMS** - Contractor represents that all of the benefits and terms granted by Contractor herein are at least as favorable as the benefits and terms granted by Contractor to Illinois Home Rule Municipalities. Should Contractor enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

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

K. COUNTERPARTS – This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

ACKNOWLEDGEMENT

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

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be executed as of the Effective Date.

Village of Buffalo Grove,
an Illinois home-rule unit of government

Ultra Strobe Communications Inc.

By: _____
Name: Dane Bragg
Title: Village Manager

By: _____
Name: _____
Title: _____

CONTRACT EXHIBIT A- DESCRIPTION OF THE WORK

A. GENERAL INSTRUCTIONS

OBJECTIVE:

The Village of Buffalo Grove is seeking to engage a single provider for the procurement, installation, and configuration of Emergency Lighting and Communication Equipment for Village Vehicles.

SCOPE OF WORK:

The Contractor shall procure, install, configure and repair Emergency Lighting and Communication Equipment in Village Vehicles

SCHEDULE:

The contractor shall complete full installations on Fully Marked, Fully Marked (SUV), Semi-Marked, Semi-Marked (SUV), and K9 Units no later than 10 weeks after a notice to proceed for installation work has been sent to Contractor.

Removal and Replacement (R&R) of equipment from one vehicle to another shall be completed no later than 6 weeks after a notice to proceed for installation work has been sent to Contractor.

CONTRACTORS FACILITIES:

The Contractor may be subject to a site inspection of their facilities.

The contractor shall be open during normal business hours from 8:00am until 5:00pm, Monday through Friday excluding holidays or weekends.

Any Village vehicle left at the Contractor's facilities should be secured inside a locked fenced compound under video surveillance or within a locked building.

INSTALLATION:

All wiring will follow a consistent color scheme and a reference chart will be provided to the Village.

All exposed wiring will be wire loomed and secured to the vehicle.

The lights and siren controller will be located in the center of the vehicle on the center console or center of the dashboard when possible.

All sirens will be permanently mounted out of sight and without logos or markings from outside the vehicle.

All installations will have electrical disconnections, (i.e. circuit breaker or fuse).

All lighting and siren packages will not exceed capability of vehicles electrical system.

INSTALLATION: (cont.)

No standard crimp or insulated crimp terminals of any kind will be allowed during this installation. All speaker, headlight flasher, strobe power supply, siren, horn ring tap, and ignition connections will either be soldered and heat shrunk or crimped using water resistant connectors and heat shrunk creating a strong, water resistant connection.

All strobe cables shall be custom cut to length. No rolled up or zip tied excess loops of strobe cable will be allowed in the vehicle.

Lightbar cables must be sealed using an appropriate black gasket type silicone. Installer shall loom all cables located in the engine compartment.

All wiring running from the passenger compartment to the trunk area must be placed in the OEM Ford tracks located at the passenger side of the vehicle. No excess wiring may be placed under the floor mat or beside the track.

All wiring installed within the trunk compartment shall be loomed with appropriate size wire loom.

Installer must properly label all siren touch pads as indicated by the Village of Buffalo Grove. No vehicles will be accepted without all buttons labeled as indicated by the Village.

EQUIPMENT:

Contractor must be factory authorized distributor for the product they are providing.

No substitutions of brand names is allowed unless approved in writing by the Village. All mounting hardware used on the exterior of the vehicle must be stainless steel.

In the event additional equipment and/or materials are necessary to perform services, the Contractor shall receive prior written approval from the Village. Failure to obtain prior approval could result in non-payment by the Village.

WARRANTY:

A warranty on a new materials and equipment shall be for no less than five years from date of acceptance of the installation by the Village.

A warranty on labor and installation shall be for the no less than the period of ten years from date of acceptance of the installation by the Village.

Contractor shall respond to request for repairs within 24 hours.

CONTRACT EXHIBIT B- SCHEDULE OF PRICES

Vehicle Type	Installation	Removal	Miscellaneous (wiring, connectors, etc.)	R&R Complete
Fully Marked	\$ 2,825.00	\$ 450.00	\$ 400.00	\$ 3,675.00
Fully Marked (SUV)	\$ 2,825.00	\$ 450.00	\$ 400.00	\$ 3,675.00
Semi-Marked	\$ 2,825.00	\$ 450.00	\$ 400.00	\$ 3,675.00
Semi-Marked (SUV)	\$ 2,825.00	\$ 450.00	\$ 400.00	\$ 3,675.00
K9 Unit	\$ 3,750.00	\$ 650.00	\$ 500.00	\$ 4,900.00

Hourly labor rate @ 85.00/hr.

*Estimated Various Vehicles	verify type of	equipment	in each vehicle	for actual price
Unmarked Court/School	Hourly	Hourly	Hourly- Per Vehicle	\$ -
Unmarked Administrative	\$ 1,975.00	\$ 325.00	\$ 300.00	\$ 2,600.00
Unmarked Investigative	\$ 1,975.00	\$ 325.00	\$ 300.00	\$ 2,600.00
Unmarked Tactical	\$ 1,975.00	\$ 325.00	\$ 300.00	\$ 2,600.00

Cost for concierge service transporting Vehicles from the Village of Buffalo Grove to your service facility.
\$ 20 per trip one way

Hourly Rate for services Regular time \$ 85.00

Markup on Materials: The percent added to the actual wholesale (no retail pricing will be accepted) materials including shipping shall not exceed 15%



Ordinance No. O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year Commencing on the 1St Day of January, 2023 and Ending on the 31St Day of December, 2023

Recommendation of Action

Staff recommends approval.

In conjunction with the development of the FY2023 Village Budget, staff is providing a recommendation for the 2022 Property Tax Levy to be extended and collected in 2023. The proposed levy is \$21,531,949, minus abatements of \$4,416,408, resulting in a net levy of \$17,115,541. The Village is abating taxes on the Series 2012, Series 2016, Series 2020, and Series 2022 bond issues. The net levy was at the same level as the prior year for an increase of 0.0 percent.

ATTACHMENTS:

- BOT 12.5.22 2022 Proposed Levy (PDF)
- 120522_ord_prop tax levy (PDF)
- FY 2022 Budget 12.5.22 (PDF)
- FY 2023 Bud Exp 12.5.22 (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Black, Finance

Monday, December 5, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: December 5, 2022

TO: Dane Bragg, Village Manager

FROM: Chris Black, Finance Director

SUBJECT: Proposed 2022 Tax Levy

Key Takeaways

1. Total levy year-over-year increases 5.3 percent;
2. The net levy (after debt service abatements) remains at \$17,115,541, an increase of 0.0 percent year-over-year; and
3. As the levy (excluding debt service) does not increase 5.0 percent or more, a Truth in Taxation hearing is not required;

History

In conjunction with the development of the FY 2023 Village Budget, staff is providing a recommendation for the FY 2022 Property Tax Levy to be extended and collected in 2023. The 2021 levy/collected in 2022 was \$20,452,044, minus abatements of \$3,336,503, resulting in a net levy of \$17,115,541. The net levy was at the same level as the prior year for an increase of 0.0 percent. The components of the change were the following:

<u>2021 Levy Purpose</u>	<u>Increase/(Decrease)</u>
Corporate Levy	0.0%
Special Purpose/IMRF	-0.1%
Public Safety Pensions	1.1%
Debt Service	-2.1%

The 2022 levy request (prior to abatement consideration) is \$21,531,949 or a 5.3% percent increase. The components of the change are as follows:

<u>2022 Levy Purpose</u>	<u>Increase/(Decrease)</u>	<u>Amount</u>
Corporate Levy	0.0%	\$0
Special Purpose/IMRF	0.0%	\$0
Public Safety Pensions	0.0%	\$0
Debt Service	29.4%	\$1,079,905

The purpose of report is to present the levy including the full debt service amount (principal and interest) prior to discussion about tax abatement.

Corporate Levy

The amount requested of \$9,171,988, is the same as the prior year. The Corporate Levy is used to support public safety operations (police, fire and emergency medical services). The Village uses the Municipal Cost Index (MCI) to measure inflation. The MCI is a composite index that adjusts to the cost of materials and supplies, wages and contracted-for services. The composite index includes the Consumer Price Index, Producer Price Index, and a construction cost index. The MCI for the annual period ending October 2022 is 8.01% percent.

Debt Service

The current year's debt service requirement was \$3,671,722. Next year's debt service is \$4,751,677. The components of the debt payments are as follows:

<u>Purpose</u>	<u>Debt Payment</u>	<u>Percent to Total</u>
Series 2012 - Street Improvements (Various)	\$554,725	11.7%
Series 2016 - Street Improvements (Various)	\$381,131	8.0%
Series 2019 - Refunding of Series 2010B Bonds	\$253,955	5.3%
Series 2020 – Water, Sewer & Street Improvements	\$2,403,900	50.6%
Series 2022 – Public Works Facility	\$1,157,965	24.4%

The Village will continue to make debt service payments on the four existing bond issues and one new bond issue in 2023. The Village issued bonds in August 2022 in the amount of \$18.53 million to finance the purchase price for the building and costs to retrofit a new Public Works Facility. The amount of the bond issue is lower than initially planned since the Village anticipates using cash reserves to fund a portion of the project. The Village has committed a combination of general fund revenue and water/sewer revenue to service the debt. When factoring in these abatements, the Series 2022 bonds will have no net impact on the tax levy.

Pensions

The Village's independent actuary calculated the levy amounts for both the Police and Fire Pension Funds. The Illinois Municipal Retirement Fund (IMRF) calculates the employer portion of the pension. The combined amount for IMRF and Social Security portion of the levy will remain the same as the prior year. However, the IMRF portion decreases 16.7 percent and the Social Security portion increases 22.0 percent.

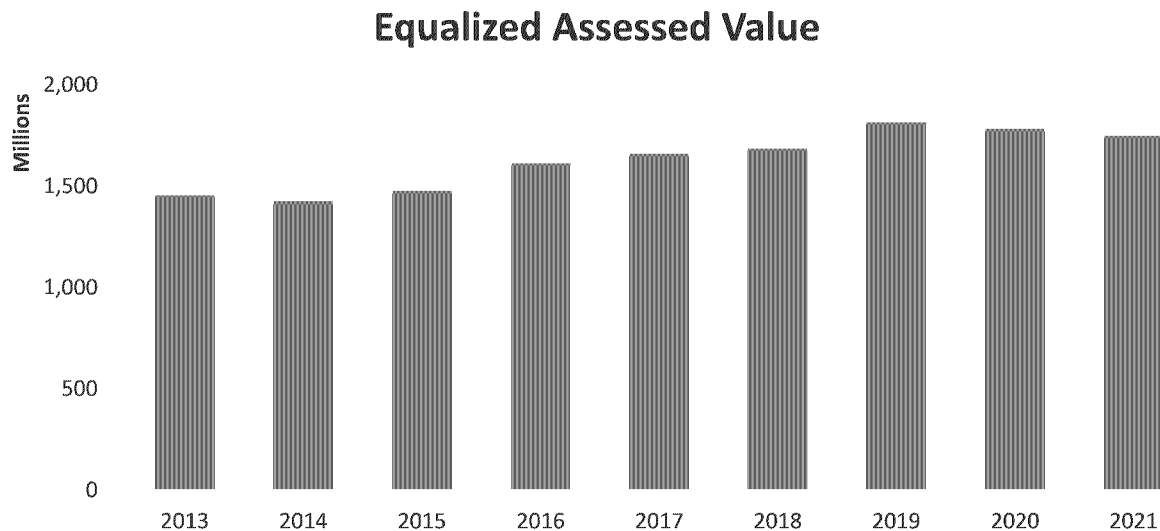
Due to a combination of strong investment returns and one-time adjustment in a previous actuarial calculation, the combined actuarially determined contribution for Police and Fire pension funds decreases \$1.17 million from the previous year. However, the combined proposed levy for the police pension and fire pension funds is the same as the prior year. For FY 2023, the proposed Firefighter Pension Levy is \$2,024,085 and the Police Pension Levy is \$3,794,077. The additional contribution will allow the Village to lessen the impact of anticipated poor investment returns in upcoming years and possibly mitigate volatility in future police and fire pension contributions.

Equalized Assessed Values (EAV)

After five consecutive years of growth, the Village's EAV has decreased for the second consecutive year. For the 2021 levy, the total EAV in Buffalo Grove is \$1.78 billion. The change between the two counties was disproportionate as Lake County decreased by 0.5 percent and Cook County decreased by 7.8 percent. Lake County properties are assigned 80 percent of the total property tax burden for the Village.

The Village will not be provided the final EAV for the proposed levy from both Lake and Cook counties until April 2023. EAV calculations reside with each county's assessor's office. The final percentage allocation is assigned by the Illinois Department of Revenue.

Below is a graph depicting the growth of EAV over the last ten years.



Impact

The categorical increases noted above would result in a tentative levy of \$21,531,949 or 5.3% percent increase. The proposed gross levy is found in the table below:

Estimated Distribution of 2022 Property Tax - Before Abatement		Cook County Levy	Lake County Levy	Total Levy 2021	Total Levy 2022
County Tax Burden		15.00%	85.00%	100.00%	100.00%
Tax Levies:					
	Police Protection	550,319	3,118,476	3,668,795	3,668,795
	Fire Protection	825,479	4,677,714	5,503,193	5,503,193
Sub-Total: Corporate Levy		1,375,798	7,796,190	9,171,988	9,171,988
	IMRF/Social Security	268,518	1,521,604	1,790,122	1,790,122
	Corp. Purpose Bonds Roads (2012)	83,209	471,516	548,225	554,725
	Corp. Purpose Bonds Roads (2016)	57,169	323,962	382,231	381,131
	2019 Series GO Bonds	38,093	215,863	257,416	253,955
	2020 Series GO Bonds	360,585	2,043,315	2,483,900	2,403,900
	2022 Series GO Bonds	173,695	984,270	0	1,157,965
	Police Pension	569,112	3,224,965	3,394,077	3,794,077
	Fire Pension	303,613	1,720,472	2,424,085	2,024,085
Total		3,237,935	18,348,303	20,452,044	21,531,949

Considerations

Staff is recommending an abatement of \$4,416,408 made up of \$473,412 on the series 2012 bonds, \$381,131 on the Series 2016 Bonds, \$2,403,900 on the Series 2020 bonds and \$1,157,965 on the Series 2022 bonds. With the proposed abatements, the net levy would be \$17,115,541, an increase of 0.0 percent or no change year-over-year. It should be noted a percentage increase or decrease in the levy does not equal the change in a homeowner's tax bill, depending upon growth in EAV and redistribution of assessed values across different real estate types (residential, industrial, commercial, and agricultural).

The Truth in Taxation determination was presented to the Village Board on November 7, 2022. Accompanying this memorandum is an ordinance for the levy and collection of taxes, as well as the FY 2023 Budget in line-item format.

Levy	Section	Levy	Abatement	Net Levy
Corporate Purpose	2	\$9,171,988	\$0	\$9,171,988
Illinois Municipal Retirement Fund	3	\$851,377	\$0	\$851,377
Social Security Fund	4	\$938,745	\$0	\$938,745
Police Pension	5	\$3,794,077	\$0	\$3,794,077
Fire Pension	6	\$2,024,085	\$0	\$2,024,085
Corporate Purpose Bonds Series 2012	7	\$554,725	\$473,412	\$81,313
Corporate Purpose Bonds Series 2016	8	\$381,131	\$381,131	\$0
Series 2019 GO Bonds	9	\$253,955	\$0	\$253,955
Series 2020 GO Bonds	10	\$2,403,900	\$2,403,900	\$0
Series 2022 GO Bonds	11	\$1,157,965	\$1,157,965	\$0
Total		\$21,531,949	\$4,416,408	\$17,115,541

ORDINANCE NO. 2022-____

**AN ORDINANCE FOR THE LEVY AND COLLECTION OF TAXES FOR
THE FISCAL YEAR COMMENCING ON THE 1ST DAY OF JANUARY, 2023
AND ENDING ON THE 31ST DAY OF DECEMBER, 2023**

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COUNTIES OF COOK AND LAKE, ILLINOIS, A HOME-RULE MUNICIPALITY:

SECTION 1. There is hereby levied upon all the taxable property within the corporate limits of said Village of Buffalo Grove, Counties of Cook and Lake, State of Illinois, the total sum of Twenty-One Million Five Hundred Thirty-One Thousand Nine Hundred Forty-Nine Dollars (\$21,531,949) for the following specific purposes and for the fiscal year commencing January 1, 2023 and ending December 31, 2023.

SECTION 2. General Corporate Tax. A tax is hereby imposed for the General Corporate purposes in this Village in the amount of Nine Million One Hundred Seventy-One Thousand Nine Hundred Eighty-Eight Dollars (\$9,171,988) spread equally over the value, as assessed and equalized by the Department of Revenue of all the taxable property within the corporate limits therein.

SECTION 3. Illinois Municipal Retirement Fund Tax. A further tax is hereby imposed for the purpose of Village retirement in this Village in the amount of Eight Hundred Fifty-One Thousand Three Hundred Seventy-Seven Dollars (\$851,377) spread equally over the value, as assessed and equalized by the Department of Revenue of all taxable property therein, all in accordance with the provisions of Chapter 40, Section 5/7-171 of the Illinois Pension Code.

SECTION 4. Social Security Fund. A further tax is hereby imposed for the purpose of Village retirement in this Village in the amount of Nine Hundred Thirty-Eight Thousand Seven Hundred Forty-Five Dollars (\$938,745) spread equally over the value, as assessed and equalized by the Department of Revenue of all property therein, all in accordance with the provisions of Chapter 40, Section 5/21-110 & 110.1 of the Illinois Pension Code.

SECTION 5. Police Pension Fund. A further tax is hereby imposed for the purpose of continuing to provide a Police Pension Fund in this Village in the amount of Three Million Seven Hundred Ninety-Four Thousand Ninety-Seven Dollars (\$3,794,097) spread equally over the value, as assessed and equalized by the Department of Revenue of all the taxable property therein all in accordance with the provision of Chapter 40, Section 5/3-125 of the Illinois Pension Code.

SECTION 6. Firefighter's Pension Fund. A further tax is hereby imposed for the purpose of continuing to provide a Firefighter's Pension Fund in this Village in the amount of Two Million Twenty-Four Thousand Eighty-Five Dollars (\$2,024,085) spread equally over the value, as assessed and equalized by the Department of Revenue of all the taxable property therein, all in accordance with the provisions of Chapter 40, Section 5/4-118 of the Illinois Pension Code.

SECTION 7. Corporate Purpose General Obligation Bonds – Series 2012. A further tax is hereby imposed for the retirement of Corporate Purpose General Obligation Bonds, bond principal and interest, in the amount of Five Hundred Fifty-Four Thousand Seven Hundred Twenty-Five Dollars (\$554,725) spread equally over the value, assessed and equalized by the Department of Revenue of all taxable property therein, all in accordance with Chapter 65, Section 5/8-4-25 of the Illinois Municipal Code and by adoption of Ordinance No. 2012-036.

SECTION 8. Corporate Purpose General Obligation Bonds-Series 2016. A further tax is hereby imposed for the retirement of Corporate Purpose General Obligation Bonds, bond principal and interest, in the amount of Three Hundred Eighty-One Thousand One Hundred Thirty-One Dollars (\$381,131) spread equally over the value, assessed and equalized by the Department of Revenue of all taxable property therein, all in accordance with Chapter 65, Section 5/8-4-25 of the Illinois Municipal Code and by adoption of Ordinance No. 2016-024.

SECTION 8. Corporate Purpose General Obligation Bonds-Series 2019. A further tax is hereby imposed for the retirement of Corporate Purpose General Obligation Bonds, bond principal and interest, in the amount of Two Hundred Fifty-Three Thousand Nine Hundred Fifty-Five Dollars (\$253,955) spread equally over the value, assessed and equalized by the Department of Revenue of all taxable property therein, all in accordance with Chapter 65, Section 5/8-4-25 of the Illinois Municipal Code and by adoption of Ordinance No. 2019-70.

SECTION 10. Corporate Purpose General Obligation Bonds-Series 2020. . A further tax is hereby imposed for the retirement of Corporate Purpose General Obligation Bonds, bond principal and interest, in the amount of Two Million Four Hundred Three Thousand Nine Hundred Dollars (\$2,403,900) spread equally over the value, assessed

and equalized by the Department of Revenue of all taxable property therein, all in accordance with Chapter 65, Section 5/8-4-25 of the Illinois Municipal Code and by adoption of Ordinance No. 2020-29.

SECTION 11. Corporate Purpose General Obligation Bonds-Series 2022. A further tax is hereby imposed for the retirement of Corporate Purpose General Obligation Bonds, bond principal and interest, in the amount of One Million One Hundred Fifty-Seven Thousand Nine Hundred Sixty-Five Dollars (\$1,157,965) spread equally over the value, assessed and equalized by the Department of Revenue of all taxable property therein, all in accordance with Chapter 65, Section 5/8-4-25 of the Illinois Municipal Code and by adoption of Ordinance No. 2022-80.

SECTION 12. A recapitulation of the foregoing levied funds is as follows:

LEVIED FUNDS

General Corporate	\$9,171,988
Illinois Municipal Retirement Fund	851,377
Social Security Fund	938,745
Police Pension Fund	3,794,077
Firefighter's Pension Fund	2,024,085
Facilities Development Debt Service-Series 2012	554,725
Facilities Development Debt Service-Series 2016	381,131
Facilities Development Debt Service-Series 2019	253,955
Facilities Development Debt Service-Series 2020	2,403,900
Facilities Development Debt Service-Series 2022	1,157,965
Grand Total Tax Levy	21,531,949

SECTION 13. The Village Clerk is hereby authorized to file a copy of this Ordinance, duly certified, along with any statutory representations or certifications, with the County Clerk of Cook County, Illinois, and the County Clerk of Lake County, Illinois, within the time limit prescribed by law.

SECTION 14. If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of such item or the remaining portion of this Ordinance.

SECTION 15. Detailed Budget Appropriations by cost category for the fiscal year commencing on the 1st day of January 2023 and ending on the 31st day of December 2023, along with corresponding levy by Fund are attached as Exhibit "A" to this Ordinance.

SECTION 16. That 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 this _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

Village President

ATTEST:

Village Clerk

Village of Buffalo Grove Budget

9.F.c

	G/L Account Number	Account Description	2022 Adopted Budget
Fund:	100 - General Fund		
	REVENUES		
	10 - Property Taxes		
	100.400.03	Taxes - Property Police Protection - Cook County	721,285.00
	100.400.04	Taxes - Property Police Protection - Lake County	2,947,510.00
	100.400.07	Taxes - Property Fire Protection - Cook County	1,081,928.00
	100.400.08	Taxes - Property Fire Protection - Lake County	4,421,265.00
	100.400.30	Taxes - Property FICA Levy - Cook County	153,946.00
	100.400.31	Taxes - Property FICA Levy - Lake County	615,784.00
	100.400.32	Taxes - Property IMRF Levy - Cook County	204,078.00
	100.400.33	Taxes - Property IMRF Levy - Lake County	816,314.00
	100.400.50	Taxes - Property Police Pension - Lake County	2,726,081.00
	100.400.51	Taxes - Property Police Pension - Cook County	667,996.00
	100.400.60	Taxes - Property Fire Pension - Lake County	1,947,509.00
	100.400.61	Taxes - Property Fire Pension - Cook County	476,576.00
		<i>Account Classification Total: 10 - Property Taxes</i>	16,780,272.00
	15 - Other Taxes		
	100.410.05	Taxes - State Shared Local Use Tax	1,627,242.00
	100.410.10	Taxes - State Shared State Income Tax	4,852,000.00
	100.410.15	Taxes - State Shared Sales Tax - State	7,442,300.00
	100.410.20	Taxes - State Shared Road & Bridge Tax Wheeling	28,000.00
	100.410.25	Taxes - State Shared Road & Bridge Tax Vernon	154,000.00
	100.410.32	Taxes - State Shared Cannabis Tax	69,100.00
	100.410.40	Taxes - State Shared Video Gaming Tax	82,500.00
	100.410.50	Taxes - State Shared Replacement Tax	20,000.00
	100.415.05	Taxes - Local Sales Tax - Home Rule	5,502,000.00
	100.415.15	Taxes - Local Real Estate Transfer Tax	990,000.00
	100.415.20	Taxes - Local Hotel/Motel Tax	58,000.00
	100.415.25	Taxes - Local Simplified Telecommunications Tx	720,000.00
	100.415.30	Taxes - Local Prepared Food & Beverage Tax	750,000.00
	100.415.32	Taxes - Local Cannabis	400,000.00
	100.415.35	Taxes - Local Electricity Use Tax	1,600,000.00
	100.415.40	Taxes - Local Natural Gas Use Tax	1,100,000.00
		<i>Account Classification Total: 15 - Other Taxes</i>	25,395,142.00
	20 - Intergovernmental Revenue		
	100.440.15	Intergovernmental Revenue - Local Reimb - District #214 Officer	105,037.00
	100.440.20	Intergovernmental Revenue - Local Reimb - Various Govts Fuel	10,000.00
	100.440.25	Intergovernmental Revenue - Local Reimb - D.A.R.E. Officer	66,449.00
	100.440.40	Intergovernmental Revenue - Local Crossing Guard Reimbursement	23,640.00
	100.440.46	Intergovernmental Revenue - Local Overtime Reimb - DEA	15,500.00
	100.440.50	Intergovernmental Revenue - Local Overtime Reimb - ICE	6,800.00
	100.440.90	Intergovernmental Revenue - Local Miscellaneous	5,000.00
		<i>Account Classification Total: 20 - Intergovernmental Revenue</i>	232,426.00
	25 - Licenses		
	100.420.05	Business Licenses Business Licenses	120,000.00
	100.420.10	Business Licenses Tobacco Licenses	1,650.00
	100.420.15	Business Licenses Vending Machine Licenses	5,000.00
	100.420.25	Business Licenses Alarm Permits	26,000.00
	100.420.50	Business Licenses All Other Licenses	9,000.00
	100.425.05	Liquor Licenses Class A	51,600.00
	100.425.10	Liquor Licenses Class B	24,000.00
	100.425.15	Liquor Licenses Class C	34,800.00
	100.425.20	Liquor Licenses Class D	12,800.00
	100.425.25	Liquor Licenses Class E	6,000.00
	100.425.30	Liquor Licenses Class F	2,000.00
	100.425.50	Liquor Licenses Other	13,750.00
		<i>Account Classification Total: 25 - Licenses</i>	306,600.00
	30 - Permits		
	100.420.30	Business Licenses Video Gaming Permit	49,000.00
	100.435.10	Building Revenue & Fees Engineering Fees	60,000.00
	100.435.15	Building Revenue & Fees Contractor Registration	85,000.00
	100.435.25	Building Revenue & Fees Filing Fees	4,000.00
	100.435.30	Building Revenue & Fees Annexation Fees	30,000.00
	100.435.35	Building Revenue & Fees Building Inspection Fees	715,600.00
	100.435.40	Building Revenue & Fees Plumbing Inspection Fees	25,000.00
	100.435.45	Building Revenue & Fees Electrical Inspection Fees	35,000.00
	100.435.50	Building Revenue & Fees Mechanical Inspection Fees	30,000.00
	100.435.55	Building Revenue & Fees Sign Inspection Fees	5,000.00

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number	Account Description	2022 Adopted Budget
100.435.60	Building Revenue & Fees Elevator Inspection Fees	25,000.00
100.435.65	Building Revenue & Fees Fire Suppression Inspection Fees	10,000.00
100.435.70	Building Revenue & Fees Rental Inspection Fees	153,200.00
100.435.71	Building Revenue & Fees Other Non-Business Lic & Permits	45,000.00
	<i>Account Classification Total: 30 - Permits</i>	1,271,800.00
<i>35 - Fines and Fees</i>		
100.455.05	Fines & Fees Court Fines Cook	2,600.00
100.455.10	Fines & Fees Court Fines Lake	270,000.00
100.455.15	Fines & Fees Village Ordinance Fines	30,000.00
100.455.20	Fines & Fees Alarm Service Calls	42,000.00
100.455.25	Fines & Fees Accident Reports	5,800.00
100.455.30	Fines & Fees Fingerprint Fees	1,000.00
100.455.35	Fines & Fees Ambulance Transport Fees	1,300,000.00
100.455.45	Fines & Fees DUI Assessments	3,000.00
100.455.50	Fines & Fees Impounding Fees	45,900.00
100.455.60	Fines & Fees Administrative Bail Fee	2,400.00
	<i>Account Classification Total: 35 - Fines and Fees</i>	1,702,700.00
<i>40 - Charges for Services</i>		
100.441.30	Sales of Water Construction Water	3,000.00
	<i>Account Classification Total: 40 - Charges for Services</i>	3,000.00
<i>45 - Interest Income</i>		
100.450.10	Investment Revenue Interest Income -Investment Pool	47,000.00
100.450.15	Investment Revenue Interest Income - Money Market	2,000.00
100.450.20	Investment Revenue Interest Income - CD's	6,500.00
100.450.25	Investment Revenue Interest Income - Securities	3,100.00
	<i>Account Classification Total: 45 - Interest Income</i>	58,600.00
<i>50 - Miscellaneous Revenue</i>		
100.465.05	All Other Revenue Cable Franchise Fees	700,000.00
100.465.07	All Other Revenue Storm Water Management Fees	1,140,000.00
100.465.10	All Other Revenue Buffalo Grove Days	50,000.00
100.465.30	All Other Revenue Farmers Market	7,500.00
100.465.70	All Other Revenue Recyding Proceeds	25,000.00
100.465.80	All Other Revenue Cannabis Fees	80,000.00
100.465.90	All Other Revenue Miscellaneous Income	150,000.00
	<i>Account Classification Total: 50 - Miscellaneous Revenue</i>	2,152,500.00
<i>55 - Operating Transfers</i>		
100.460.05	Operating Transfers Interfund Transfers In	999,600.00
	<i>Account Classification Total: 55 - Operating Transfers</i>	999,600.00
	REVENUES Total	48,902,640.00
EXPENSES		
Department: 10 - Legislative		
<i>10 - Salaries</i>		
100.10.500.25	Personal Services Salaries - Elected Officials	33,000.00
	<i>Account Classification Total: 10 - Salaries</i>	33,000.00
<i>15 - Taxes and Benefits</i>		
100.10.505.10	Personal Benefits Professional Training	13,000.00
100.10.505.15	Personal Benefits Dues & Memberships	42,000.00
100.10.505.75	Personal Benefits Employer's Contribution - FICA	2,046.00
100.10.505.85	Personal Benefits Employer's Contribution Medicare	478.00
	<i>Account Classification Total: 15 - Taxes and Benefits</i>	57,524.00
<i>25 - Operating Expenses</i>		
100.10.510.04	Operating Expenses Travel	2,000.00
100.10.510.08	Operating Expenses Reception & Community Affairs	3,500.00
100.10.510.14	Operating Expenses Subscriptions & Publications	2,000.00
	<i>Account Classification Total: 25 - Operating Expenses</i>	7,500.00
<i>35 - Other Services</i>		
100.10.525.05	Commission & Committees Blood Commission	300.00
100.10.525.20	Commission & Committees Fireworks for the Fourth	29,000.00
100.10.525.25	Commission & Committees Plan Commission	3,000.00
100.10.525.30	Commission & Committees Residents with Disabilities	700.00
100.10.525.50	Commission & Committees Symphonic Band	11,000.00
100.10.525.55	Commission & Committees Farmer's Market	2,500.00
	<i>Account Classification Total: 35 - Other Services</i>	46,500.00
<i>50 - Other Expenses</i>		
100.10.580.05	All Other Expense All Other Expenses	10,000.00
100.10.580.10	All Other Expense Consultant Fees	1,000.00
100.10.580.45	All Other Expense Cable Television Programming	12,000.00
100.10.580.50	All Other Expense Senior Taxi Program	4,500.00

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number	Account Description	2022 Adopted Budget
<i>Account Classification Total: 50 - Other Expenses</i>		27,500.00
Department Total: 10 - Legislative		172,024.00
Department: 15 - Office of the Village Manager		
<i>10 - Salaries</i>		
100.15.500.05	Personal Services Salaries - Full Time	692,846.00
100.15.500.40	Personal Services Salaries - Longevity	600.00
<i>Account Classification Total: 10 - Salaries</i>		693,446.00
<i>15 - Taxes and Benefits</i>		
100.15.505.05	Personal Benefits Group & Medical Life	105,005.00
100.15.505.10	Personal Benefits Professional Training	12,525.00
100.15.505.15	Personal Benefits Dues & Memberships	4,600.00
100.15.505.75	Personal Benefits Employer's Contribution - FICA	31,185.00
100.15.505.80	Personal Benefits Employer's Contribution - IMRF	75,593.00
100.15.505.85	Personal Benefits Employer's Contribution Medicare	8,732.00
<i>Account Classification Total: 15 - Taxes and Benefits</i>		237,640.00
<i>25 - Operating Expenses</i>		
100.15.510.03	Operating Expenses Postage	20.00
100.15.510.04	Operating Expenses Travel	3,500.00
100.15.510.06	Operating Expenses Per Diem Allowance	100.00
100.15.510.08	Operating Expenses Reception & Community Affairs	1,500.00
100.15.510.14	Operating Expenses Subscriptions & Publications	6,800.00
100.15.510.18	Operating Expenses Village Newsletter	43,000.00
100.15.510.21	Operating Expenses IT Internal Svc Contribution	37,848.00
100.15.510.40	Operating Expenses Supplies - Office	500.00
100.15.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	99,743.00
100.15.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	1,422.00
<i>Account Classification Total: 25 - Operating Expenses</i>		194,433.00
<i>30 - Contractual Services</i>		
100.15.515.05	Insurance Premium	1,433.00
<i>Account Classification Total: 30 - Contractual Services</i>		1,433.00
<i>50 - Other Expenses</i>		
100.15.580.05	All Other Expense All Other Expenses	20,000.00
100.15.580.10	All Other Expense Consultant Fees	80,000.00
<i>Account Classification Total: 50 - Other Expenses</i>		100,000.00
<i>55 - Capital Outlay</i>		
100.15.555.40	Capital Equipment Technology	1,250.00
100.15.555.50	Capital Equipment Buildings	5,730.00
<i>Account Classification Total: 55 - Capital Outlay</i>		6,980.00
Department Total: 15 - Office of the Village Manager		1,233,932.00
Department: 20 - Legal		
<i>30 - Contractual Services</i>		
100.20.520.15	Legal Services Attorney's Fees	340,000.00
100.20.520.25	Legal Services Legal Notices	8,000.00
100.20.520.30	Legal Services Litigation	15,000.00
100.20.520.40	Legal Services Special Counsel	60,000.00
<i>Account Classification Total: 30 - Contractual Services</i>		423,000.00
Department Total: 20 - Legal		423,000.00
Department: 25 - Administrative Services		
<i>10 - Salaries</i>		
100.25.500.05	Personal Services Salaries - Full Time	325,804.00
100.25.500.10	Personal Services Salaries - Part Time	26,134.00
100.25.500.40	Personal Services Salaries - Longevity	1,800.00
<i>Account Classification Total: 10 - Salaries</i>		353,738.00
<i>15 - Taxes and Benefits</i>		
100.25.505.05	Personal Benefits Group & Medical Life	63,302.00
100.25.505.75	Personal Benefits Employer's Contribution - FICA	21,590.00
100.25.505.80	Personal Benefits Employer's Contribution - IMRF	38,119.00
100.25.505.85	Personal Benefits Employer's Contribution Medicare	5,130.00
<i>Account Classification Total: 15 - Taxes and Benefits</i>		128,141.00
<i>25 - Operating Expenses</i>		
100.25.510.21	Operating Expenses IT Internal Svc Contribution	30,255.00
<i>Account Classification Total: 25 - Operating Expenses</i>		30,255.00
Department Total: 25 - Administrative Services		512,134.00
Department: 30 - Finance		
<i>10 - Salaries</i>		
100.30.500.05	Personal Services Salaries - Full Time	605,314.00
100.30.500.10	Personal Services Salaries - Part Time	39,504.00
100.30.500.25	Personal Services Salaries - Elected Officials	6,000.00
100.30.500.35	Personal Services Salaries - Overtime	2,500.00

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number	Account Description	2022 Adopted Budget
100.30.500.40	Personal Services Salaries - Longevity	1,200.00
	<i>Account Classification Total: 10 - Salaries</i>	654,518.00
<i>15 - Taxes and Benefits</i>		
100.30.505.05	Personal Benefits Group & Medical Life	117,506.00
100.30.505.10	Personal Benefits Professional Training	7,000.00
100.30.505.15	Personal Benefits Dues & Memberships	1,965.00
100.30.505.75	Personal Benefits Employer's Contribution - FICA	38,319.00
100.30.505.80	Personal Benefits Employer's Contribution - IMRF	70,822.00
100.30.505.85	Personal Benefits Employer's Contribution Medicare	9,491.00
	<i>Account Classification Total: 15 - Taxes and Benefits</i>	245,103.00
<i>25 - Operating Expenses</i>		
100.30.510.03	Operating Expenses Postage	50,000.00
100.30.510.04	Operating Expenses Travel	4,000.00
100.30.510.06	Operating Expenses Per Diem Allowance	300.00
100.30.510.08	Operating Expenses Reception & Community Affairs	400.00
100.30.510.10	Operating Expenses Maintenance Contracts	2,200.00
100.30.510.12	Operating Expenses Equipment Rental	2,380.00
100.30.510.16	Operating Expenses Printing	4,400.00
100.30.510.21	Operating Expenses IT Internal Svc Contribution	73,934.00
100.30.510.28	Operating Expenses Audit Fees	35,000.00
100.30.510.40	Operating Expenses Supplies - Office	5,000.00
100.30.510.84	Operating Expenses Bank Fees	3,600.00
100.30.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	106,941.00
100.30.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	2,762.00
	<i>Account Classification Total: 25 - Operating Expenses</i>	290,917.00
<i>30 - Contractual Services</i>		
100.30.515.05	Insurance Premium	1,913.00
100.30.515.15	Insurance Deductible - Worker's Comp	3,071.00
	<i>Account Classification Total: 30 - Contractual Services</i>	4,984.00
<i>35 - Other Services</i>		
100.30.525.10	Commission & Committees Buffalo Grove Days	50,000.00
	<i>Account Classification Total: 35 - Other Services</i>	50,000.00
<i>50 - Other Expenses</i>		
100.30.580.10	All Other Expense Consultant Fees	170,000.00
100.30.580.11	All Other Expense Contractual Services	10,000.00
	<i>Account Classification Total: 50 - Other Expenses</i>	180,000.00
<i>55 - Capital Outlay</i>		
100.30.555.40	Capital Equipment Technology	1,500.00
100.30.555.50	Capital Equipment Buildings	7,160.00
	<i>Account Classification Total: 55 - Capital Outlay</i>	8,660.00
Department Total: 30 - Finance		1,434,182.00
Department: 35 - Human Resources		
<i>10 - Salaries</i>		
100.35.500.05	Personal Services Salaries - Full Time	495,050.00
100.35.500.40	Personal Services Salaries - Longevity	1,000.00
	<i>Account Classification Total: 10 - Salaries</i>	496,050.00
<i>15 - Taxes and Benefits</i>		
100.35.505.05	Personal Benefits Group & Medical Life	46,470.00
100.35.505.10	Personal Benefits Professional Training	28,200.00
100.35.505.15	Personal Benefits Dues & Memberships	2,100.00
100.35.505.40	Personal Benefits Tuition Reimbursement	50,000.00
100.35.505.50	Personal Benefits Employee Recognition	10,000.00
100.35.505.75	Personal Benefits Employer's Contribution - FICA	29,346.00
100.35.505.80	Personal Benefits Employer's Contribution - IMRF	57,921.00
100.35.505.85	Personal Benefits Employer's Contribution Medicare	7,193.00
	<i>Account Classification Total: 15 - Taxes and Benefits</i>	231,230.00
<i>25 - Operating Expenses</i>		
100.35.510.04	Operating Expenses Travel	2,000.00
100.35.510.06	Operating Expenses Per Diem Allowance	350.00
100.35.510.14	Operating Expenses Subscriptions & Publications	15,000.00
100.35.510.21	Operating Expenses IT Internal Svc Contribution	15,365.00
100.35.510.22	Operating Expenses Recruitment Charges	8,500.00
100.35.510.24	Operating Expenses CDL Testing	2,800.00
100.35.510.40	Operating Expenses Supplies - Office	1,600.00
100.35.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	34,846.00
100.35.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	1,422.00
	<i>Account Classification Total: 25 - Operating Expenses</i>	81,883.00
<i>30 - Contractual Services</i>		
100.35.515.05	Insurance Premium	1,913.00

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number	Account Description	2022 Adopted Budget
100.35.515.15	Insurance Deductible - Worker's Comp	4,853.00
	<i>Account Classification Total: 30 - Contractual Services</i>	6,766.00
35 - Other Services		
100.35.525.15	Commission & Committees Fire and Police Commission	40,000.00
	<i>Account Classification Total: 35 - Other Services</i>	40,000.00
	Department Total: 35 - Human Resources	855,929.00
Department: 40 - Fire		
10 - Salaries		
100.40.500.05	Personal Services Salaries - Full Time	354,734.00
100.40.500.10	Personal Services Salaries - Part Time	69,092.00
100.40.500.20	Personal Services Salaries - Sworn	6,307,778.00
100.40.500.35	Personal Services Salaries - Overtime	875,000.00
100.40.500.40	Personal Services Salaries - Longevity	29,800.00
	<i>Account Classification Total: 10 - Salaries</i>	7,636,404.00
15 - Taxes and Benefits		
100.40.505.05	Personal Benefits Group & Medical Life	1,256,173.00
100.40.505.10	Personal Benefits Professional Training	40,000.00
100.40.505.15	Personal Benefits Dues & Memberships	15,500.00
100.40.505.20	Personal Benefits Clothing Allowance	39,500.00
100.40.505.35	Personal Benefits Safety Equipment	71,900.00
100.40.505.61	Personal Benefits Pension Payment - Fire	2,424,085.00
100.40.505.75	Personal Benefits Employer's Contribution - FICA	39,427.00
100.40.505.80	Personal Benefits Employer's Contribution - IMRF	41,504.00
100.40.505.85	Personal Benefits Employer's Contribution Medicare	99,338.00
	<i>Account Classification Total: 15 - Taxes and Benefits</i>	4,027,427.00
25 - Operating Expenses		
100.40.510.04	Operating Expenses Travel	6,600.00
100.40.510.06	Operating Expenses Per Diem Allowance	3,500.00
100.40.510.08	Operating Expenses Reception & Community Affairs	100.00
100.40.510.10	Operating Expenses Maintenance Contracts	49,100.00
100.40.510.14	Operating Expenses Subscriptions & Publications	3,000.00
100.40.510.16	Operating Expenses Printing	1,500.00
100.40.510.21	Operating Expenses IT Internal Svc Contribution	456,111.00
100.40.510.40	Operating Expenses Supplies - Office	4,000.00
100.40.510.50	Operating Expenses Supplies - All Other	14,000.00
100.40.510.55	Operating Expenses Operating Equip - Department	57,600.00
100.40.510.65	Operating Expenses Northwest Central Dispatch	109,509.00
100.40.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	257,145.00
100.40.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	412,354.00
	<i>Account Classification Total: 25 - Operating Expenses</i>	1,374,519.00
30 - Contractual Services		
100.40.515.05	Insurance Premium	306,942.00
100.40.515.15	Insurance Deductible - Worker's Comp	27,459.00
	<i>Account Classification Total: 30 - Contractual Services</i>	334,401.00
40 - Repairs and Maintenance		
100.40.535.20	Maintenance & Repairs - Facilities Buildings & Facilities	28,500.00
100.40.550.05	Maintenance & Repairs - Other Department Equipment	16,900.00
	<i>Account Classification Total: 40 - Repairs and Maintenance</i>	45,400.00
45 - Commodities		
100.40.530.50	Commodities Small Equipment Tools & Hardware	71,000.00
	<i>Account Classification Total: 45 - Commodities</i>	71,000.00
50 - Other Expenses		
100.40.580.05	All Other Expense All Other Expenses	10,500.00
100.40.580.10	All Other Expense Consultant Fees	16,250.00
100.40.580.11	All Other Expense Contractual Services	27,100.00
100.40.580.20	All Other Expense CAFT Site	10,000.00
100.40.580.21	All Other Expense NWCH Administration Fee	5,250.00
	<i>Account Classification Total: 50 - Other Expenses</i>	69,100.00
55 - Capital Outlay		
100.40.555.30	Capital Equipment Capital Replacement	64,000.00
100.40.555.40	Capital Equipment Technology	18,200.00
100.40.555.50	Capital Equipment Buildings	44,595.00
	<i>Account Classification Total: 55 - Capital Outlay</i>	126,795.00
	Department Total: 40 - Fire	13,685,046.00
Department: 45 - Police		
10 - Salaries		
100.45.500.05	Personal Services Salaries - Full Time	755,381.00
100.45.500.10	Personal Services Salaries - Part Time	139,755.00
100.45.500.20	Personal Services Salaries - Sworn	7,146,083.00

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number	Account Description	2022 Adopted Budget
100.45.500.22	Personal Services Holiday & Stipends	315,442.00
100.45.500.35	Personal Services Salaries - Overtime	310,000.00
100.45.500.40	Personal Services Salaries - Longevity	40,600.00
	<i>Account Classification Total: 10 - Salaries</i>	8,707,261.00
<i>15 - Taxes and Benefits</i>		
100.45.505.05	Personal Benefits Group & Medical Life	1,391,914.00
100.45.505.10	Personal Benefits Professional Training	53,000.00
100.45.505.15	Personal Benefits Dues & Memberships	7,100.00
100.45.505.20	Personal Benefits Clothing Allowance	66,400.00
100.45.505.25	Personal Benefits Uniform Maintenance	3,250.00
100.45.505.30	Personal Benefits Recruit Uniforms	4,250.00
100.45.505.60	Personal Benefits Pension Payment - Police	3,394,077.00
100.45.505.75	Personal Benefits Employer's Contribution - FICA	70,987.00
100.45.505.80	Personal Benefits Employer's Contribution - IMRF	88,380.00
100.45.505.85	Personal Benefits Employer's Contribution Medicare	123,823.00
	<i>Account Classification Total: 15 - Taxes and Benefits</i>	5,203,181.00
<i>25 - Operating Expenses</i>		
100.45.510.04	Operating Expenses Travel	6,750.00
100.45.510.06	Operating Expenses Per Diem Allowance	2,025.00
100.45.510.14	Operating Expenses Subscriptions & Publications	1,000.00
100.45.510.16	Operating Expenses Printing	11,000.00
100.45.510.21	Operating Expenses IT Internal Svc Contribution	544,096.00
100.45.510.22	Operating Expenses Recruitment Charges	1,000.00
100.45.510.26	Operating Expenses Physical Fitness Equipment	5,000.00
100.45.510.30	Operating Expenses Safety Equipment - Patrol	20,750.00
100.45.510.32	Operating Expenses Safety Equipment - FOSG	500.00
100.45.510.33	Operating Expenses Operating Equip - Staff	4,000.00
100.45.510.41	Operating Expenses Supplies - Patrol	12,775.00
100.45.510.42	Operating Expenses Supplies - FOSG	1,000.00
100.45.510.43	Operating Expenses Supplies - Communications	2,000.00
100.45.510.44	Operating Expenses Supplies - Records	7,500.00
100.45.510.45	Operating Expenses Supplies - OCOP	950.00
100.45.510.46	Operating Expenses Supplies - Training	12,000.00
100.45.510.47	Operating Expenses Supplies - Crime Prevention	7,000.00
100.45.510.48	Operating Expenses Supplies - Detention	950.00
100.45.510.55	Operating Expenses Operating Equip - Department	15,000.00
100.45.510.56	Operating Expenses Operating Equip - Patrol	1,500.00
100.45.510.57	Operating Expenses Operating Equip - FOSG	9,139.00
100.45.510.58	Operating Expenses Operating Equip - Communications	500.00
100.45.510.60	Operating Expenses Operating Equip - OCOP	900.00
100.45.510.61	Operating Expenses Operating Equip - Training	700.00
100.45.510.62	Operating Expenses Operating Equip - Detention	200.00
100.45.510.63	Operating Expenses Operating Equip - Bike Patrol	500.00
100.45.510.64	Operating Expenses Operating Equipment - Records	3,400.00
100.45.510.65	Operating Expenses Northwest Central Dispatch	272,371.00
100.45.510.66	Operating Expenses NIPAS	7,405.00
100.45.510.67	Operating Expenses Northern IL Police Crime Lab	65,570.00
100.45.510.68	Operating Expenses Animal Control	3,100.00
100.45.510.69	Operating Expenses Prisoner Care	1,250.00
100.45.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	349,669.00
100.45.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	413,776.00
	<i>Account Classification Total: 25 - Operating Expenses</i>	1,785,276.00
<i>30 - Contractual Services</i>		
100.45.515.05	Insurance Premium	407,633.00
100.45.515.15	Insurance Deductible - Worker's Comp	66,842.00
	<i>Account Classification Total: 30 - Contractual Services</i>	474,475.00
<i>40 - Repairs and Maintenance</i>		
100.45.550.10	Maintenance & Repairs - Other Radios	3,000.00
100.45.550.15	Maintenance & Repairs - Other Mobile Data Terminals	500.00
100.45.550.20	Maintenance & Repairs - Other Patrol Equipment	7,750.00
100.45.550.25	Maintenance & Repairs - Other F.O.S.G. Equipment	650.00
100.45.550.30	Maintenance & Repairs - Other Staff Equipment	5,000.00
	<i>Account Classification Total: 40 - Repairs and Maintenance</i>	16,900.00
<i>50 - Other Expenses</i>		
100.45.580.05	All Other Expense All Other Expenses	14,650.00
100.45.580.15	All Other Expense Committee on Accreditation	7,500.00

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number	Account Description	2022 Adopted Budget
100.45.580.30	All Other Expense Overweight Truck Enforcement	3,550.00
100.45.580.57	All Other Expense Police Grant Charges	10,000.00
<i>Account Classification Total: 50 - Other Expenses</i>		35,700.00
<i>55 - Capital Outlay</i>		
100.45.555.30	Capital Equipment Capital Replacement	45,000.00
100.45.555.40	Capital Equipment Technology	10,000.00
100.45.555.50	Capital Equipment Buildings	58,915.00
<i>Account Classification Total: 55 - Capital Outlay</i>		113,915.00
Department Total: 45 - Police		16,336,708.00
Department: 50 - Community Development		
<i>10 - Salaries</i>		
100.50.500.05	Personal Services Salaries - Full Time	943,686.00
100.50.500.10	Personal Services Salaries - Part Time	12,000.00
100.50.500.35	Personal Services Salaries - Overtime	2,000.00
100.50.500.40	Personal Services Salaries - Longevity	2,400.00
<i>Account Classification Total: 10 - Salaries</i>		960,086.00
<i>15 - Taxes and Benefits</i>		
100.50.505.05	Personal Benefits Group & Medical Life	152,499.00
100.50.505.10	Personal Benefits Professional Training	2,500.00
100.50.505.15	Personal Benefits Dues & Memberships	1,500.00
100.50.505.75	Personal Benefits Employer's Contribution - FICA	59,546.00
100.50.505.80	Personal Benefits Employer's Contribution - IMRF	110,412.00
100.50.505.85	Personal Benefits Employer's Contribution Medicare	13,926.00
<i>Account Classification Total: 15 - Taxes and Benefits</i>		340,383.00
<i>25 - Operating Expenses</i>		
100.50.510.04	Operating Expenses Travel	3,000.00
100.50.510.06	Operating Expenses Per Diem Allowance	200.00
100.50.510.10	Operating Expenses Maintenance Contracts	54,000.00
100.50.510.14	Operating Expenses Subscriptions & Publications	700.00
100.50.510.16	Operating Expenses Printing	1,000.00
100.50.510.21	Operating Expenses IT Internal Svc Contribution	85,445.00
100.50.510.40	Operating Expenses Supplies - Office	2,000.00
100.50.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	136,985.00
100.50.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	49,767.00
<i>Account Classification Total: 25 - Operating Expenses</i>		333,097.00
<i>30 - Contractual Services</i>		
100.50.515.05	Insurance Premium	1,913.00
100.50.515.15	Insurance Deductible - Worker's Comp	100.00
100.50.580.12	All Other Expense Contractual Inspections	219,000.00
<i>Account Classification Total: 30 - Contractual Services</i>		221,013.00
<i>45 - Commodities</i>		
100.50.530.50	Commodities Small Equipment Tools & Hardware	500.00
<i>Account Classification Total: 45 - Commodities</i>		500.00
<i>50 - Other Expenses</i>		
100.50.580.05	All Other Expense All Other Expenses	1,000.00
<i>Account Classification Total: 50 - Other Expenses</i>		1,000.00
<i>55 - Capital Outlay</i>		
100.50.555.30	Capital Equipment Capital Replacement	4,000.00
100.50.555.40	Capital Equipment Technology	1,800.00
100.50.555.50	Capital Equipment Buildings	8,055.00
<i>Account Classification Total: 55 - Capital Outlay</i>		13,855.00
Department Total: 50 - Community Development		1,869,934.00
Department: 55 - Public Works		
Division: 10 - Streets		
<i>10 - Salaries</i>		
100.55.10.500.05	Personal Services Salaries - Full Time	578,867.00
100.55.10.500.10	Personal Services Salaries - Part Time	86,211.00
100.55.10.500.15	Personal Services Salaries - Seasonal	82,373.00
100.55.10.500.35	Personal Services Salaries - Overtime	203,155.00
100.55.10.500.40	Personal Services Salaries - Longevity	3,600.00
<i>Account Classification Total: 10 - Salaries</i>		954,206.00
<i>15 - Taxes and Benefits</i>		
100.55.10.505.05	Personal Benefits Group & Medical Life	131,023.00
100.55.10.505.10	Personal Benefits Professional Training	4,900.00
100.55.10.505.15	Personal Benefits Dues & Memberships	1,100.00
100.55.10.505.20	Personal Benefits Clothing Allowance	4,350.00
100.55.10.505.35	Personal Benefits Safety Equipment	880.00
100.55.10.505.75	Personal Benefits Employer's Contribution - FICA	55,720.00
100.55.10.505.80	Personal Benefits Employer's Contribution - IMRF	77,814.00

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number	Account Description	2022 Adopted Budget
100.55.10.505.85	Personal Benefits Employer's Contribution Medicare	5,366.00
<i>Account Classification Total: 15 - Taxes and Benefits</i>		281,153.00
<i>25 - Operating Expenses</i>		
100.55.10.510.04	Operating Expenses Travel	3,300.00
100.55.10.510.06	Operating Expenses Per Diem Allowance	1,250.00
100.55.10.510.10	Operating Expenses Maintenance Contracts	236,000.00
100.55.10.510.14	Operating Expenses Subscriptions & Publications	100.00
100.55.10.510.21	Operating Expenses IT Internal Svc Contribution	63,237.00
100.55.10.510.40	Operating Expenses Supplies - Office	390.00
100.55.10.510.50	Operating Expenses Supplies - All Other	6,700.00
100.55.10.510.55	Operating Expenses Operating Equip - Department	3,050.00
100.55.10.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	74,500.00
100.55.10.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	292,913.00
<i>Account Classification Total: 25 - Operating Expenses</i>		681,440.00
<i>30 - Contractual Services</i>		
100.55.10.515.05	Insurance Premium	41,516.00
100.55.10.515.15	Insurance Deductible - Worker's Comp	1,435.00
<i>Account Classification Total: 30 - Contractual Services</i>		42,951.00
<i>40 - Repairs and Maintenance</i>		
100.55.10.535.10	Maintenance & Repairs - Facilities Streets & Highways	321,975.00
100.55.10.550.05	Maintenance & Repairs - Other Department Equipment	9,200.00
100.55.10.550.10	Maintenance & Repairs - Other Radios	600.00
<i>Account Classification Total: 40 - Repairs and Maintenance</i>		331,775.00
<i>45 - Commodities</i>		
100.55.10.530.40	Commodities Snow & Ice Control Mix	283,400.00
100.55.10.530.50	Commodities Small Equipment Tools & Hardware	500.00
100.55.10.530.55	Commodities Traffic & Street Signs	30,000.00
<i>Account Classification Total: 45 - Commodities</i>		313,900.00
<i>55 - Capital Outlay</i>		
100.55.10.555.10	Capital Equipment Office and Other Equipment	600.00
100.55.10.555.30	Capital Equipment Capital Replacement	72,998.00
100.55.10.555.40	Capital Equipment Technology	1,000.00
100.55.10.555.50	Capital Equipment Buildings	5,370.00
<i>Account Classification Total: 55 - Capital Outlay</i>		79,968.00
Division Total: 10 - Streets		2,685,393.00
Division: 15 - Administration		
<i>10 - Salaries</i>		
100.55.15.500.05	Personal Services Salaries - Full Time	950,748.00
100.55.15.500.35	Personal Services Salaries - Overtime	3,100.00
100.55.15.500.40	Personal Services Salaries - Longevity	3,400.00
<i>Account Classification Total: 10 - Salaries</i>		957,248.00
<i>15 - Taxes and Benefits</i>		
100.55.15.505.05	Personal Benefits Group & Medical Life	178,263.00
100.55.15.505.10	Personal Benefits Professional Training	11,900.00
100.55.15.505.15	Personal Benefits Dues & Memberships	10,050.00
100.55.15.505.20	Personal Benefits Clothing Allowance	3,200.00
100.55.15.505.35	Personal Benefits Safety Equipment	100.00
100.55.15.505.75	Personal Benefits Employer's Contribution - FICA	57,090.00
100.55.15.505.80	Personal Benefits Employer's Contribution - IMRF	111,238.00
100.55.15.505.85	Personal Benefits Employer's Contribution Medicare	13,926.00
<i>Account Classification Total: 15 - Taxes and Benefits</i>		385,767.00
<i>25 - Operating Expenses</i>		
100.55.15.510.04	Operating Expenses Travel	6,850.00
100.55.15.510.06	Operating Expenses Per Diem Allowance	1,850.00
100.55.15.510.14	Operating Expenses Subscriptions & Publications	500.00
100.55.15.510.21	Operating Expenses IT Internal Svc Contribution	81,036.00
100.55.15.510.40	Operating Expenses Supplies - Office	1,500.00
100.55.15.510.50	Operating Expenses Supplies - All Other	600.00
100.55.15.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	31,242.00
100.55.15.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	1,422.00
<i>Account Classification Total: 25 - Operating Expenses</i>		125,000.00
<i>30 - Contractual Services</i>		
100.55.15.515.05	Insurance Premium	9,535.00
100.55.15.515.10	Insurance Unemployment Insurance	1,475.00
100.55.15.515.15	Insurance Deductible - Worker's Comp	1,600.00
100.55.15.515.20	Insurance Deductible - Non Wrker's Co	1,075.00
<i>Account Classification Total: 30 - Contractual Services</i>		13,685.00
<i>40 - Repairs and Maintenance</i>		

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number	Account Description	2022 Adopted Budget
100.55.15.550.05	Maintenance & Repairs - Other Department Equipment	200.00
<i>Account Classification Total: 40 - Repairs and Maintenance</i>		200.00
<i>55 - Capital Outlay</i>		
100.55.15.555.10	Capital Equipment Office and Other Equipment	3,800.00
100.55.15.555.40	Capital Equipment Technology	1,000.00
100.55.15.555.50	Capital Equipment Buildings	3,580.00
<i>Account Classification Total: 55 - Capital Outlay</i>		8,380.00
<i>Division Total: 15 - Administration</i>		1,490,280.00
Division: 20 - Forestry		
<i>10 - Salaries</i>		
100.55.20.500.05	Personal Services Salaries - Full Time	644,852.00
100.55.20.500.15	Personal Services Salaries - Seasonal	138,120.00
100.55.20.500.35	Personal Services Salaries - Overtime	55,000.00
100.55.20.500.40	Personal Services Salaries - Longevity	4,600.00
<i>Account Classification Total: 10 - Salaries</i>		842,572.00
<i>15 - Taxes and Benefits</i>		
100.55.20.505.05	Personal Benefits Group & Medical Life	167,075.00
100.55.20.505.10	Personal Benefits Professional Training	7,500.00
100.55.20.505.15	Personal Benefits Dues & Memberships	3,800.00
100.55.20.505.20	Personal Benefits Clothing Allowance	5,075.00
100.55.20.505.35	Personal Benefits Safety Equipment	2,285.00
100.55.20.505.75	Personal Benefits Employer's Contribution - FICA	52,555.00
100.55.20.505.80	Personal Benefits Employer's Contribution - IMRF	75,448.00
100.55.20.505.85	Personal Benefits Employer's Contribution Medicare	12,291.00
<i>Account Classification Total: 15 - Taxes and Benefits</i>		326,029.00
<i>25 - Operating Expenses</i>		
100.55.20.510.04	Operating Expenses Travel	3,975.00
100.55.20.510.06	Operating Expenses Per Diem Allowance	1,250.00
100.55.20.510.10	Operating Expenses Maintenance Contracts	540,000.00
100.55.20.510.12	Operating Expenses Equipment Rental	250.00
100.55.20.510.14	Operating Expenses Subscriptions & Publications	100.00
100.55.20.510.21	Operating Expenses IT Internal Svc Contribution	75,170.00
100.55.20.510.40	Operating Expenses Supplies - Office	280.00
100.55.20.510.50	Operating Expenses Supplies - All Other	22,575.00
100.55.20.510.55	Operating Expenses Operating Equip - Department	9,000.00
100.55.20.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	66,088.00
100.55.20.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	186,270.00
<i>Account Classification Total: 25 - Operating Expenses</i>		904,958.00
<i>30 - Contractual Services</i>		
100.55.20.515.05	Insurance Premium	27,608.00
100.55.20.515.15	Insurance Deductible - Worker's Comp	2,265.00
<i>Account Classification Total: 30 - Contractual Services</i>		29,873.00
<i>40 - Repairs and Maintenance</i>		
100.55.20.535.30	Maintenance & Repairs - Facilities Parkway Trees	155,000.00
100.55.20.550.05	Maintenance & Repairs - Other Department Equipment	650.00
100.55.20.550.10	Maintenance & Repairs - Other Radios	250.00
<i>Account Classification Total: 40 - Repairs and Maintenance</i>		155,900.00
<i>45 - Commodities</i>		
100.55.20.530.45	Commodities Chemicals and Fertilizers	3,000.00
100.55.20.530.50	Commodities Small Equipment Tools & Hardware	750.00
<i>Account Classification Total: 45 - Commodities</i>		3,750.00
<i>55 - Capital Outlay</i>		
100.55.20.555.40	Capital Equipment Technology	1,000.00
100.55.20.555.50	Capital Equipment Buildings	9,845.00
<i>Account Classification Total: 55 - Capital Outlay</i>		10,845.00
<i>Division Total: 20 - Forestry</i>		2,273,927.00
Division: 25 - Drainage		
<i>10 - Salaries</i>		
100.55.25.500.05	Personal Services Salaries - Full Time	177,912.00
100.55.25.500.35	Personal Services Salaries - Overtime	9,000.00
<i>Account Classification Total: 10 - Salaries</i>		186,912.00
<i>15 - Taxes and Benefits</i>		
100.55.25.505.05	Personal Benefits Group & Medical Life	39,453.00
100.55.25.505.10	Personal Benefits Professional Training	2,100.00
100.55.25.505.15	Personal Benefits Dues & Memberships	700.00
100.55.25.505.20	Personal Benefits Clothing Allowance	1,700.00
100.55.25.505.35	Personal Benefits Safety Equipment	1,500.00
100.55.25.505.75	Personal Benefits Employer's Contribution - FICA	11,694.00
100.55.25.505.80	Personal Benefits Employer's Contribution - IMRF	20,816.00

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number	Account Description	2022 Adopted Budget
100.55.25.505.85	Personal Benefits Employer's Contribution Medicare	2,735.00
	<i>Account Classification Total: 15 - Taxes and Benefits</i>	80,698.00
25 - Operating Expenses		
100.55.25.510.04	Operating Expenses Travel	950.00
100.55.25.510.06	Operating Expenses Per Diem Allowance	400.00
100.55.25.510.12	Operating Expenses Equipment Rental	1,200.00
100.55.25.510.14	Operating Expenses Subscriptions & Publications	100.00
100.55.25.510.21	Operating Expenses IT Internal Svc Contribution	22,275.00
100.55.25.510.40	Operating Expenses Supplies - Office	500.00
100.55.25.510.50	Operating Expenses Supplies - All Other	540.00
100.55.25.510.55	Operating Expenses Operating Equip - Department	2,500.00
100.55.25.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	24,032.00
100.55.25.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	44,079.00
	<i>Account Classification Total: 25 - Operating Expenses</i>	96,576.00
30 - Contractual Services		
100.55.25.515.05	Insurance Premium	12,073.00
100.55.25.515.10	Insurance Unemployment Insurance	10,341.00
	<i>Account Classification Total: 30 - Contractual Services</i>	22,414.00
40 - Repairs and Maintenance		
100.55.25.540.35	Maintenance & Repairs - Water & Sewer Storm and Sanitary Sewers	12,000.00
100.55.25.550.05	Maintenance & Repairs - Other Department Equipment	3,100.00
100.55.25.550.30	Maintenance & Repairs - Other Staff Equipment	700.00
	<i>Account Classification Total: 40 - Repairs and Maintenance</i>	15,800.00
45 - Commodities		
100.55.25.530.50	Commodities Small Equipment Tools & Hardware	1,300.00
	<i>Account Classification Total: 45 - Commodities</i>	1,300.00
55 - Capital Outlay		
100.55.25.555.30	Capital Equipment Capital Replacement	18,301.00
100.55.25.555.40	Capital Equipment Technology	750.00
100.55.25.555.50	Capital Equipment Buildings	1,800.00
100.55.25.560.40	Capital Projects Improvements Other Than Building	20,000.00
	<i>Account Classification Total: 55 - Capital Outlay</i>	40,851.00
	Division Total: 25 - Drainage	444,551.00
	Department Total: 55 - Public Works	6,894,151.00
Department: 60 - Engineering		
10 - Salaries		
100.60.500.05	Personal Services Salaries - Full Time	476,864.00
100.60.500.10	Personal Services Salaries - Part Time	12,000.00
100.60.500.35	Personal Services Salaries - Overtime	600.00
100.60.500.40	Personal Services Salaries - Longevity	1,200.00
	<i>Account Classification Total: 10 - Salaries</i>	490,664.00
15 - Taxes and Benefits		
100.60.505.05	Personal Benefits Group & Medical Life	78,197.00
100.60.505.10	Personal Benefits Professional Training	4,000.00
100.60.505.15	Personal Benefits Dues & Memberships	1,500.00
100.60.505.20	Personal Benefits Clothing Allowance	4,200.00
100.60.505.35	Personal Benefits Safety Equipment	300.00
100.60.505.40	Personal Benefits Tuition Reimbursement	6,000.00
100.60.505.75	Personal Benefits Employer's Contribution - FICA	29,291.00
100.60.505.80	Personal Benefits Employer's Contribution - IMRF	55,793.00
100.60.505.85	Personal Benefits Employer's Contribution Medicare	7,180.00
	<i>Account Classification Total: 15 - Taxes and Benefits</i>	186,461.00
25 - Operating Expenses		
100.60.510.04	Operating Expenses Travel	2,150.00
100.60.510.06	Operating Expenses Per Diem Allowance	650.00
100.60.510.14	Operating Expenses Subscriptions & Publications	350.00
100.60.510.16	Operating Expenses Printing	600.00
100.60.510.21	Operating Expenses IT Internal Svc Contribution	44,094.00
100.60.510.40	Operating Expenses Supplies - Office	1,700.00
100.60.510.50	Operating Expenses Supplies - All Other	2,100.00
100.60.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	20,428.00
100.60.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	15,641.00
	<i>Account Classification Total: 25 - Operating Expenses</i>	87,713.00
30 - Contractual Services		
100.60.515.05	Insurance Premium	16,737.00
	<i>Account Classification Total: 30 - Contractual Services</i>	16,737.00
40 - Repairs and Maintenance		

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number	Account Description	2022 Adopted Budget
100.60.550.05	Maintenance & Repairs - Other Department Equipment	500.00
100.60.550.10	Maintenance & Repairs - Other Radios	300.00
<i>Account Classification Total: 40 - Repairs and Maintenance</i>		800.00
<i>55 - Capital Outlay</i>		
100.60.555.30	Capital Equipment Capital Replacement	1,000.00
100.60.555.40	Capital Equipment Technology	1,000.00
100.60.555.50	Capital Equipment Buildings	4,500.00
<i>Account Classification Total: 55 - Capital Outlay</i>		6,500.00
Department Total: 60 - Engineering		788,875.00
Department: 67 - Non-Departmental		
<i>25 - Operating Expenses</i>		
100.67.580.07	All Other Expense Sales Tax Rebates/Incentives	2,540,000.00
<i>Account Classification Total: 25 - Operating Expenses</i>		2,540,000.00
Department Total: 67 - Non-Departmental		2,540,000.00
Department: 70 - Transfer Non-Operating		
Division: 40 - General Government		
<i>50 - Other Expenses</i>		
100.70.40.580.05	All Other Expense All Other Expenses	200,000.00
<i>Account Classification Total: 50 - Other Expenses</i>		200,000.00
<i>65 - Other Financing Uses</i>		
100.70.40.570.01	Operating Transfers From Assigned Reserves-Veh/Equip	2,205,000.00
100.70.40.570.02	Operating Transfers Fr Assigned Reserves-Facilities	1,036,200.00
100.70.40.570.20	Operating Transfers Debt Service Fund	397,603.00
100.70.40.570.85	Operating Transfers Metra Parking Lot Fund	172,000.00
<i>Account Classification Total: 65 - Other Financing Uses</i>		3,810,803.00
Division Total: 40 - General Government		4,010,803.00
Division: 50 - Public Works		
<i>65 - Other Financing Uses</i>		
100.70.50.570.30	Operating Transfers Capital Projects Fund	1,380,000.00
<i>Account Classification Total: 65 - Other Financing Uses</i>		1,380,000.00
Division Total: 50 - Public Works		1,380,000.00
Department Total: 70 - Transfer Non-Operating		5,390,803.00
EXPENSES Total		52,136,718.00
Fund REVENUE Total: 100 - General Fund		48,902,640.00
Fund EXPENSE Total: 100 - General Fund		52,136,718.00
Fund Total: 100 - General Fund		(3,234,078.00)
Fund: 120 - Metra Parking Lot Fund		
REVENUES		
<i>35 - Fines and Fees</i>		
120.455.70	Fines & Fees Parking Fees - Daily Metra	24,000.00
120.455.75	Fines & Fees Parking Fees - Parking Passes	5,000.00
<i>Account Classification Total: 35 - Fines and Fees</i>		29,000.00
<i>55 - Operating Transfers</i>		
120.460.05	Operating Transfers Interfund Transfers In	172,000.00
<i>Account Classification Total: 55 - Operating Transfers</i>		172,000.00
REVENUES Total		201,000.00
EXPENSES		
Department: 81 - Metra Parking		
<i>25 - Operating Expenses</i>		
120.81.510.10	Operating Expenses Maintenance Contracts	9,000.00
120.81.510.50	Operating Expenses Supplies - All Other	750.00
120.81.510.83	Operating Expenses Credit Card Fees	4,000.00
120.81.510.92	Operating Expenses Lease Payments	138,917.00
120.81.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	44,992.00
<i>Account Classification Total: 25 - Operating Expenses</i>		197,659.00
<i>40 - Repairs and Maintenance</i>		
120.81.535.25	Maintenance & Repairs - Facilities Parking Lots	2,500.00
<i>Account Classification Total: 40 - Repairs and Maintenance</i>		2,500.00
Department Total: 81 - Metra Parking		200,159.00
EXPENSES Total		200,159.00
Fund REVENUE Total: 120 - Metra Parking Lot Fund		201,000.00
Fund EXPENSE Total: 120 - Metra Parking Lot Fund		200,159.00
Fund Total: 120 - Metra Parking Lot Fund		841.00
Fund: 130 - Motor Fuel Tax Fund		
REVENUES		
<i>15 - Other Taxes</i>		
130.410.60	Taxes - State Shared Motor Fuel Tax	1,600,000.00
<i>Account Classification Total: 15 - Other Taxes</i>		1,600,000.00
<i>50 - Miscellaneous Revenue</i>		
130.465.65	All Other Revenue Grants	911,600.00
<i>Account Classification Total: 50 - Miscellaneous Revenue</i>		911,600.00

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number	Account Description	2022 Adopted Budget
	REVENUES Total	2,511,600.00
EXPENSES		
Department: 75 - Capital Improvement		
65 - Other Financing Uses		
130.75.570.15	Operating Transfers Capital Projects Streets	1,711,600.00
130.75.570.20	Operating Transfers Debt Service Fund	800,000.00
	Account Classification Total: 65 - Other Financing Uses	2,511,600.00
	Department Total: 75 - Capital Improvement	2,511,600.00
	EXPENSES Total	2,511,600.00
	Fund REVENUE Total: 130 - Motor Fuel Tax Fund	2,511,600.00
	Fund EXPENSE Total: 130 - Motor Fuel Tax Fund	2,511,600.00
	Fund Total: 130 - Motor Fuel Tax Fund	-
Fund: 135 - Local Motor Fuel Tax Fund		
REVENUES		
15 - Other Taxes		
135.415.31	Taxes - Local Local MFT	445,000.00
	Account Classification Total: 15 - Other Taxes	445,000.00
	REVENUES Total	445,000.00
EXPENSES		
Department: 75 - Capital Improvement		
65 - Other Financing Uses		
135.75.570.20	Operating Transfers Debt Service Fund	441,950.00
	Account Classification Total: 65 - Other Financing Uses	441,950.00
	Department Total: 75 - Capital Improvement	441,950.00
	EXPENSES Total	441,950.00
	Fund REVENUE Total: 135 - Local Motor Fuel Tax Fund	445,000.00
	Fund EXPENSE Total: 135 - Local Motor Fuel Tax Fund	441,950.00
	Fund Total: 135 - Local Motor Fuel Tax Fund	3,050.00
Fund: 140 - Debt Service Fund		
REVENUES		
10 - Property Taxes		
140.400.40	Taxes - Property Debt Service - Lake County	269,355.00
140.400.41	Taxes - Property Debt Service - Cook County	65,914.00
	Account Classification Total: 10 - Property Taxes	335,269.00
45 - Interest Income		
140.450.05	Investment Revenue Interest Income - Savings	5,000.00
	Account Classification Total: 45 - Interest Income	5,000.00
55 - Operating Transfers		
140.460.05	Operating Transfers Interfund Transfers In	3,336,503.00
	Account Classification Total: 55 - Operating Transfers	3,336,503.00
	REVENUES Total	3,676,772.00
EXPENSES		
Department: 85 - Debt		
60 - Debt Service		
140.85.565.10	Debt Service Principal	2,570,990.00
140.85.565.20	Debt Service Interest	1,100,782.00
140.85.565.30	Debt Service Paying Agent Fees	5,000.00
	Account Classification Total: 60 - Debt Service	3,676,772.00
65 - Other Financing Uses		
140.85.570.15	Operating Transfers Capital Projects Streets	2,346,270.00
140.85.570.40	Operating Transfers Water & Sewer Fund	4,285,252.00
	Account Classification Total: 65 - Other Financing Uses	6,631,522.00
	Department Total: 85 - Debt	10,308,294.00
	EXPENSES Total	10,308,294.00
	Fund REVENUE Total: 140 - Debt Service Fund	3,676,772.00
	Fund EXPENSE Total: 140 - Debt Service Fund	10,308,294.00
	Fund Total: 140 - Debt Service Fund	(6,631,522.00)
Fund: 150 - Capital Projects Facilities Fund		
REVENUES		
55 - Operating Transfers		
150.460.05	Operating Transfers Interfund Transfers In	1,036,200.00
	Account Classification Total: 55 - Operating Transfers	1,036,200.00
	REVENUES Total	1,036,200.00
EXPENSES		
Department: 75 - Capital Improvement		
55 - Capital Outlay		
150.75.560.30	Capital Projects Buildings & Structures	976,200.00
150.75.560.40	Capital Projects Improvements Other Than Building	60,000.00
	Account Classification Total: 55 - Capital Outlay	1,036,200.00
	Department Total: 75 - Capital Improvement	1,036,200.00
	EXPENSES Total	1,036,200.00
	Fund REVENUE Total: 150 - Capital Projects Facilities Fund	1,036,200.00

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number		Account Description	2022 Adopted Budget
Fund EXPENSE		Total: 150 - Capital Projects Facilities Fund	1,036,200.00
Fund Total: 150 - Capital Projects Facilities Fund			-
Fund: 155 - Capital Projects Vehicles/Equip			
REVENUES			
55 - Operating Transfers			
155.460.05		Operating Transfers Interfund Transfers In	2,205,000.00
		Account Classification Total: 55 - Operating Transfers	2,205,000.00
		REVENUES Total	2,205,000.00
EXPENSES			
Department: 75 - Capital Improvement			
55 - Capital Outlay			
155.75.555.20		Capital Equipment Automobiles & Trucks	1,775,000.00
155.75.560.50		Capital Projects Technology	430,000.00
		Account Classification Total: 55 - Capital Outlay	2,205,000.00
		Department Total: 75 - Capital Improvement	2,205,000.00
		EXPENSES Total	2,205,000.00
Fund REVENUE		Total: 155 - Capital Projects Vehicles/Equip	2,205,000.00
Fund EXPENSE		Total: 155 - Capital Projects Vehicles/Equip	2,205,000.00
Fund Total: 155 - Capital Projects Vehicles/Equip			-
Fund: 160 - Capital Projects Streets Fund			
REVENUES			
55 - Operating Transfers			
160.460.05		Operating Transfers Interfund Transfers In	5,437,870.00
		Account Classification Total: 55 - Operating Transfers	5,437,870.00
		REVENUES Total	5,437,870.00
EXPENSES			
Department: 75 - Capital Improvement			
55 - Capital Outlay			
160.75.560.20		Capital Projects Streets & Highways	5,437,870.00
		Account Classification Total: 55 - Capital Outlay	5,437,870.00
		Department Total: 75 - Capital Improvement	5,437,870.00
		EXPENSES Total	5,437,870.00
Fund REVENUE		Total: 160 - Capital Projects Streets Fund	5,437,870.00
Fund EXPENSE		Total: 160 - Capital Projects Streets Fund	5,437,870.00
Fund Total: 160 - Capital Projects Streets Fund			-
Fund: 170 - Water & Sewer Fund			
REVENUES			
30 - Permits			
170.435.75		Building Revenue & Fees Water Connection Fees	5,000.00
170.435.76		Building Revenue & Fees Lake County Sewer Tap On Fees	100,000.00
170.435.77		Building Revenue & Fees Village Sewer Tap On Fees	1,000.00
170.435.78		Building Revenue & Fees Water Meter Sales	5,000.00
170.435.79		Building Revenue & Fees System Improvement Fees	5,000.00
		Account Classification Total: 30 - Permits	116,000.00
40 - Charges for Services			
170.441.05		Sales of Water Resident - Regular	9,798,290.00
170.441.20		Sales of Water Penalties	100,000.00
170.442.05		Village Sewer Resident - Regular	1,748,000.00
170.443.00		Lake County Sewer Sanitary Sewer Service Fees	3,696,888.00
		Account Classification Total: 40 - Charges for Services	15,343,178.00
45 - Interest Income			
170.450.10		Investment Revenue Interest Income -Investment Pool	29,194.00
		Account Classification Total: 45 - Interest Income	29,194.00
50 - Miscellaneous Revenue			
170.465		All Other Revenue	20,000.00
		Account Classification Total: 50 - Miscellaneous Revenue	20,000.00
55 - Operating Transfers			
170.460.05		Operating Transfers Interfund Transfers In	4,285,452.00
		Account Classification Total: 55 - Operating Transfers	4,285,452.00
		REVENUES Total	19,793,824.00
EXPENSES			
Department: 55 - Public Works			
Division: 35 - Water			
10 - Salaries			
170.55.35.500.05		Personal Services Salaries - Full Time	640,898.00
170.55.35.500.35		Personal Services Salaries - Overtime	100,000.00
170.55.35.500.40		Personal Services Salaries - Longevity	2,800.00
		Account Classification Total: 10 - Salaries	743,698.00
15 - Taxes and Benefits			
170.55.35.505.05		Personal Benefits Group & Medical Life	103,750.00
170.55.35.505.10		Personal Benefits Professional Training	6,100.00

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number	Account Description	2022 Adopted Budget
170.55.35.505.15	Personal Benefits Dues & Memberships	1,000.00
170.55.35.505.20	Personal Benefits Clothing Allowance	5,800.00
170.55.35.505.35	Personal Benefits Safety Equipment	5,000.00
170.55.35.505.75	Personal Benefits Employer's Contribution - FICA	46,469.00
170.55.35.505.80	Personal Benefits Employer's Contribution - IMRF	74,986.00
170.55.35.505.85	Personal Benefits Employer's Contribution Medicare	10,868.00
<i>Account Classification Total: 15 - Taxes and Benefits</i>		253,973.00
<i>25 - Operating Expenses</i>		
170.55.35.510.04	Operating Expenses Travel	3,150.00
170.55.35.510.06	Operating Expenses Per Diem Allowance	1,300.00
170.55.35.510.10	Operating Expenses Maintenance Contracts	45,500.00
170.55.35.510.12	Operating Expenses Equipment Rental	500.00
170.55.35.510.14	Operating Expenses Subscriptions & Publications	400.00
170.55.35.510.16	Operating Expenses Printing	6,500.00
170.55.35.510.21	Operating Expenses IT Internal Svc Contribution	185,794.00
170.55.35.510.40	Operating Expenses Supplies - Office	600.00
170.55.35.510.50	Operating Expenses Supplies - All Other	2,500.00
170.55.35.510.55	Operating Expenses Operating Equip - Department	5,000.00
170.55.35.510.83	Operating Expenses Credit Card Fees	9,600.00
170.55.35.510.90	Operating Expenses Northwest Water Commission	1,725,000.00
170.55.35.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	156,348.00
170.55.35.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	152,244.00
<i>Account Classification Total: 25 - Operating Expenses</i>		2,294,436.00
<i>30 - Contractual Services</i>		
170.55.35.515.05	Insurance Premium	66,832.00
170.55.35.515.15	Insurance Deductible - Worker's Comp	5,090.00
<i>Account Classification Total: 30 - Contractual Services</i>		71,922.00
<i>40 - Repairs and Maintenance</i>		
170.55.35.535.05	Maintenance & Repairs - Facilities Sidewalks, Curbs, & Bikeways	40,000.00
170.55.35.540.05	Maintenance & Repairs - Water & Sewer Well Equipment	10,000.00
170.55.35.540.10	Maintenance & Repairs - Water & Sewer Pumping Stations	394,000.00
170.55.35.540.15	Maintenance & Repairs - Water & Sewer Watermains & Services	20,000.00
170.55.35.540.20	Maintenance & Repairs - Water & Sewer Reservoirs	2,000.00
170.55.35.540.25	Maintenance & Repairs - Water & Sewer Water Meters	8,000.00
170.55.35.540.30	Maintenance & Repairs - Water & Sewer Hydrants & Valves	21,000.00
170.55.35.550.05	Maintenance & Repairs - Other Department Equipment	16,000.00
<i>Account Classification Total: 40 - Repairs and Maintenance</i>		511,000.00
<i>45 - Commodities</i>		
170.55.35.530.15	Commodities Electricity - Water & Sewer	200,000.00
170.55.35.530.20	Commodities Gas - Facilities	2,000.00
170.55.35.530.45	Commodities Chemicals and Fertilizers	5,200.00
170.55.35.530.50	Commodities Small Equipment Tools & Hardware	1,700.00
170.55.35.530.60	Commodities Water Sample Analysis	25,000.00
170.55.35.530.65	Commodities Water Meter Purchases	15,000.00
<i>Account Classification Total: 45 - Commodities</i>		248,900.00
<i>50 - Other Expenses</i>		
170.55.35.580.05	All Other Expense All Other Expenses	78,750.00
<i>Account Classification Total: 50 - Other Expenses</i>		78,750.00
<i>55 - Capital Outlay</i>		
170.55.35.560.60	Capital Projects Water System	7,741,445.00
<i>Account Classification Total: 55 - Capital Outlay</i>		7,741,445.00
<i>60 - Debt Service</i>		
170.55.35.565.10	Debt Service Principal	510,746.00
170.55.35.565.20	Debt Service Interest	123,756.00
<i>Account Classification Total: 60 - Debt Service</i>		634,502.00
<i>65 - Other Financing Uses</i>		
170.55.35.570.10	Operating Transfers Corporate Fund	999,600.00
170.55.35.570.20	Operating Transfers Debt Service Fund	1,421,950.00
<i>Account Classification Total: 65 - Other Financing Uses</i>		2,421,550.00
Division Total: 35 - Water		15,000,176.00
<i>Division: 36 - Sewer</i>		
<i>10 - Salaries</i>		
170.55.36.500.05	Personal Services Salaries - Full Time	315,774.00
170.55.36.500.35	Personal Services Salaries - Overtime	26,000.00
170.55.36.500.40	Personal Services Salaries - Longevity	2,600.00
<i>Account Classification Total: 10 - Salaries</i>		344,374.00
<i>15 - Taxes and Benefits</i>		

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number	Account Description	2022 Adopted Budget
170.55.36.505.05	Personal Benefits Group & Medical Life	96,477.00
170.55.36.505.10	Personal Benefits Professional Training	2,500.00
170.55.36.505.15	Personal Benefits Dues & Memberships	1,550.00
170.55.36.505.20	Personal Benefits Clothing Allowance	3,500.00
170.55.36.505.35	Personal Benefits Safety Equipment	6,000.00
170.55.36.505.75	Personal Benefits Employer's Contribution - FICA	21,569.00
170.55.36.505.80	Personal Benefits Employer's Contribution - IMRF	36,946.00
170.55.36.505.85	Personal Benefits Employer's Contribution Medicare	5,045.00
<i>Account Classification Total: 15 - Taxes and Benefits</i>		173,587.00
<i>25 - Operating Expenses</i>		
170.55.36.510.10	Operating Expenses Maintenance Contracts	55,280.00
170.55.36.510.12	Operating Expenses Equipment Rental	300.00
170.55.36.510.21	Operating Expenses IT Internal Svc Contribution	46,825.00
170.55.36.510.40	Operating Expenses Supplies - Office	500.00
170.55.36.510.50	Operating Expenses Supplies - All Other	4,500.00
170.55.36.510.55	Operating Expenses Operating Equip - Department	6,500.00
170.55.36.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	131,585.00
170.55.36.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	54,609.00
<i>Account Classification Total: 25 - Operating Expenses</i>		300,099.00
<i>30 - Contractual Services</i>		
170.55.36.515.05	Insurance Premium	45,171.00
<i>Account Classification Total: 30 - Contractual Services</i>		45,171.00
<i>40 - Repairs and Maintenance</i>		
170.55.36.535.05	Maintenance & Repairs - Facilities Sidewalks, Curbs, & Bikeways	10,000.00
170.55.36.540.35	Maintenance & Repairs - Water & Sewer Storm and Sanitary Sewers	6,200.00
170.55.36.540.40	Maintenance & Repairs - Water & Sewer Lift Stations	24,000.00
170.55.36.550.05	Maintenance & Repairs - Other Department Equipment	6,600.00
<i>Account Classification Total: 40 - Repairs and Maintenance</i>		46,800.00
<i>45 - Commodities</i>		
170.55.36.530.15	Commodities Electricity - Water & Sewer	40,000.00
170.55.36.530.50	Commodities Small Equipment Tools & Hardware	1,700.00
170.55.36.530.70	Commodities Lake County Tap-On Fees	100,000.00
170.55.36.530.75	Commodities Lake County Sanitary Sewer Fees	3,696,900.00
<i>Account Classification Total: 45 - Commodities</i>		3,838,600.00
<i>50 - Other Expenses</i>		
170.55.36.580.05	All Other Expense All Other Expenses	78,750.00
<i>Account Classification Total: 50 - Other Expenses</i>		78,750.00
<i>55 - Capital Outlay</i>		
170.55.36.560.70	Capital Projects Sewer System	5,160,963.00
<i>Account Classification Total: 55 - Capital Outlay</i>		5,160,963.00
Division Total: 36 - Sewer		9,988,344.00
Department Total: 55 - Public Works		24,988,520.00
EXPENSES Total		24,988,520.00
Fund REVENUE Total: 170 - Water & Sewer Fund		19,793,824.00
Fund EXPENSE Total: 170 - Water & Sewer Fund		24,988,520.00
Fund Total: 170 - Water & Sewer Fund		(5,194,696.00)
Fund: 180 - Buffalo Grove Golf Fund		
REVENUES		
<i>40 - Charges for Services</i>		
180.445.10	Golf Course Fees Greens Fees	776,200.00
180.445.15	Golf Course Fees Power Cart Rental	193,200.00
180.445.20	Golf Course Fees Pull Cart Rental	3,200.00
180.445.25	Golf Course Fees Driving Range Fees	110,000.00
180.445.30	Golf Course Fees Memberships & Passes	70,900.00
180.445.35	Golf Course Fees Merchandise Sales	67,000.00
180.445.40	Golf Course Fees Sales Tax	6,700.00
180.445.55	Golf Course Fees Club Rental Fees	1,500.00
180.445.60	Golf Course Fees Rental Income Facility	66,000.00
180.445.65	Golf Course Fees Rental Income Cell Tower	33,000.00
180.445.70	Golf Course Fees Utility Reimbursement	30,000.00
<i>Account Classification Total: 40 - Charges for Services</i>		1,357,700.00
REVENUES Total		1,357,700.00
EXPENSES		
Department: 84 - Golf		
<i>10 - Salaries</i>		
180.84.500.05	Personal Services Salaries - Full Time	164,846.00
180.84.500.10	Personal Services Salaries - Part Time	56,172.00
180.84.500.15	Personal Services Salaries - Seasonal	85,727.00
180.84.500.40	Personal Services Salaries - Longevity	1,000.00

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number	Account Description	2022 Adopted Budget
<i>Account Classification Total: 10 - Salaries</i>		307,745.00
<i>15 - Taxes and Benefits</i>		
180.84.505.05	Personal Benefits Group & Medical Life	16,841.00
180.84.505.75	Personal Benefits Employer's Contribution - FICA	19,080.00
180.84.505.80	Personal Benefits Employer's Contribution - IMRF	25,860.00
180.84.505.85	Personal Benefits Employer's Contribution Medicare	4,463.00
<i>Account Classification Total: 15 - Taxes and Benefits</i>		66,244.00
<i>25 - Operating Expenses</i>		
180.84.510.10	Operating Expenses Maintenance Contracts	417,116.00
180.84.510.16	Operating Expenses Printing	800.00
180.84.510.21	Operating Expenses IT Internal Svc Contribution	19,771.00
180.84.510.40	Operating Expenses Supplies - Office	2,500.00
180.84.510.49	Operating Expenses Supplies - Golf Course	6,000.00
180.84.510.70	Operating Expenses Merchandise Purchases	45,000.00
180.84.510.73	Operating Expenses Golf Cart Rental	40,000.00
180.84.510.76	Operating Expenses Driving Range	3,000.00
180.84.510.79	Operating Expenses Advertising & Promotions	5,000.00
180.84.510.83	Operating Expenses Credit Card Fees	50,000.00
180.84.510.85	Operating Expenses State Sales Tax	6,700.00
180.84.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	115,293.00
<i>Account Classification Total: 25 - Operating Expenses</i>		711,180.00
<i>30 - Contractual Services</i>		
180.84.515.05	Insurance Premium	14,659.00
180.84.515.10	Insurance Unemployment Insurance	2,946.00
<i>Account Classification Total: 30 - Contractual Services</i>		17,605.00
<i>40 - Repairs and Maintenance</i>		
180.84.535.35	Maintenance & Repairs - Facilities Golf Course	5,000.00
180.84.535.40	Maintenance & Repairs - Facilities Irrigation System	14,000.00
180.84.545.05	Maintenance & Repairs - Vehicles Gasoline	7,000.00
<i>Account Classification Total: 40 - Repairs and Maintenance</i>		26,000.00
<i>55 - Capital Outlay</i>		
180.84.560.80	Capital Projects Golf Course	100,000.00
<i>Account Classification Total: 55 - Capital Outlay</i>		100,000.00
Department Total: 84 - Golf		1,228,774.00
EXPENSES Total		1,228,774.00
Fund REVENUE	Total: 180 - Buffalo Grove Golf Fund	1,357,700.00
Fund EXPENSE	Total: 180 - Buffalo Grove Golf Fund	1,228,774.00
Fund Total: 180 - Buffalo Grove Golf Fund		128,926.00
Fund: 190 - Arboretum Golf Fund		
REVENUES		
<i>40 - Charges for Services</i>		
190.445.10	Golf Course Fees Greens Fees	829,125.00
190.445.15	Golf Course Fees Power Cart Rental	220,600.00
190.445.20	Golf Course Fees Pull Cart Rental	900.00
190.445.30	Golf Course Fees Memberships & Passes	106,200.00
190.445.35	Golf Course Fees Merchandise Sales	56,400.00
190.445.36	Golf Course Fees Coupon Sales	17,100.00
190.445.40	Golf Course Fees Sales Tax	4,160.00
190.445.55	Golf Course Fees Club Rental Fees	3,800.00
190.445.56	Golf Course Fees Locker Room Rental	250.00
190.445.60	Golf Course Fees Rental Income Facility	77,500.00
190.445.70	Golf Course Fees Utility Reimbursement	32,000.00
190.445.90	Golf Course Fees Other Revenue	5,000.00
<i>Account Classification Total: 40 - Charges for Services</i>		1,353,035.00
REVENUES Total		1,353,035.00
EXPENSES		
Department: 84 - Golf		
<i>10 - Salaries</i>		
190.84.500.05	Personal Services Salaries - Full Time	64,821.00
190.84.500.10	Personal Services Salaries - Part Time	38,644.00
190.84.500.15	Personal Services Salaries - Seasonal	78,411.00
190.84.500.40	Personal Services Salaries - Longevity	800.00
<i>Account Classification Total: 10 - Salaries</i>		182,676.00
<i>15 - Taxes and Benefits</i>		
190.84.505.05	Personal Benefits Group & Medical Life	6.00
190.84.505.15	Personal Benefits Dues & Memberships	750.00
190.84.505.75	Personal Benefits Employer's Contribution - FICA	11,326.00
190.84.505.80	Personal Benefits Employer's Contribution - IMRF	12,106.00
190.84.505.85	Personal Benefits Employer's Contribution Medicare	2,649.00
<i>Account Classification Total: 15 - Taxes and Benefits</i>		26,837.00

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number	Account Description	2022 Adopted Budget
<i>25 - Operating Expenses</i>		
190.84.510.10	Operating Expenses Maintenance Contracts	731,366.00
190.84.510.16	Operating Expenses Printing	2,000.00
190.84.510.21	Operating Expenses IT Internal Svc Contribution	19,030.00
190.84.510.40	Operating Expenses Supplies - Office	5,000.00
190.84.510.49	Operating Expenses Supplies - Golf Course	12,000.00
190.84.510.70	Operating Expenses Merchandise Purchases	45,000.00
190.84.510.73	Operating Expenses Golf Cart Rental	60,000.00
190.84.510.79	Operating Expenses Advertising & Promotions	20,000.00
190.84.510.83	Operating Expenses Credit Card Fees	50,000.00
190.84.510.85	Operating Expenses State Sales Tax	4,500.00
190.84.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	106,987.00
<i>Account Classification Total: 25 - Operating Expenses</i>		1,055,883.00
<i>30 - Contractual Services</i>		
190.84.515.05	Insurance Premium	384.00
<i>Account Classification Total: 30 - Contractual Services</i>		384.00
<i>40 - Repairs and Maintenance</i>		
190.84.535.35	Maintenance & Repairs - Facilities Golf Course	4,500.00
190.84.535.40	Maintenance & Repairs - Facilities Irrigation System	14,500.00
<i>Account Classification Total: 40 - Repairs and Maintenance</i>		19,000.00
<i>50 - Other Expenses</i>		
190.84.580.05	All Other Expense All Other Expenses	460,000.00
<i>Account Classification Total: 50 - Other Expenses</i>		460,000.00
<i>55 - Capital Outlay</i>		
190.84.560.30	Capital Projects Buildings & Structures	215,000.00
190.84.560.80	Capital Projects Golf Course	100,000.00
<i>Account Classification Total: 55 - Capital Outlay</i>		315,000.00
Department Total: 84 - Golf		2,059,780.00
EXPENSES Total		2,059,780.00
Fund REVENUE	Total: 190 - Arboretum Golf Fund	1,353,035.00
Fund EXPENSE	Total: 190 - Arboretum Golf Fund	2,059,780.00
Fund Total: 190 - Arboretum Golf Fund		(706,745.00)
Fund: 200 - Refuse Fund		
REVENUES		
<i>50 - Miscellaneous Revenue</i>		
200.465	All Other Revenue	25,000.00
200.465.55	All Other Revenue SWANCC User Fees	1,155,400.00
<i>Account Classification Total: 50 - Miscellaneous Revenue</i>		1,180,400.00
REVENUES Total		1,180,400.00
EXPENSES		
Department: 86 - Refuse		
<i>50 - Other Expenses</i>		
200.86.580.35	All Other Expense SWANCC User Fees	997,415.00
<i>Account Classification Total: 50 - Other Expenses</i>		997,415.00
<i>65 - Other Financing Uses</i>		
200.86.570.20	Operating Transfers Debt Service Fund	275,000.00
<i>Account Classification Total: 65 - Other Financing Uses</i>		275,000.00
Department Total: 86 - Refuse		1,272,415.00
EXPENSES Total		1,272,415.00
Fund REVENUE	Total: 200 - Refuse Fund	1,180,400.00
Fund EXPENSE	Total: 200 - Refuse Fund	1,272,415.00
Fund Total: 200 - Refuse Fund		(92,015.00)
Fund: 211 - Information Technology Fund		
REVENUES		
<i>55 - Operating Transfers</i>		
211.461.01	Internal Service Contributions Information Technology Fund	1,860,503.00
<i>Account Classification Total: 55 - Operating Transfers</i>		1,860,503.00
REVENUES Total		1,860,503.00
EXPENSES		
Department: 92 - Information Technology		
<i>25 - Operating Expenses</i>		
211.92.510.02	Operating Expenses Telephone	307,000.00
211.92.510.10	Operating Expenses Maintenance Contracts	1,364,980.00
211.92.510.14	Operating Expenses Subscriptions & Publications	7,073.00
211.92.510.20	Operating Expenses Computer Services	138,900.00
211.92.510.40	Operating Expenses Supplies - Office	5,550.00
<i>Account Classification Total: 25 - Operating Expenses</i>		1,823,503.00
<i>30 - Contractual Services</i>		
211.92.515.20	Insurance Deductible - Non Worker's Co	25,000.00
<i>Account Classification Total: 30 - Contractual Services</i>		25,000.00
<i>40 - Repairs and Maintenance</i>		

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number		Account Description	2022 Adopted Budget
211.92.550.05		Maintenance & Repairs - Other Department Equipment	12,000.00
		<i>Account Classification Total: 40 - Repairs and Maintenance</i>	12,000.00
		Department Total: 92 - Information Technology	1,860,503.00
		EXPENSES Total	1,860,503.00
	Fund REVENUE	Total: 211 - Information Technology Fund	1,860,503.00
	Fund EXPENSE	Total: 211 - Information Technology Fund	1,860,503.00
		Fund Total: 211 - Information Technology Fund	-
Fund: 212 - Central Garage Fund			
REVENUES			
		<i>55 - Operating Transfers</i>	
212.461.03		Internal Service Contributions Central Garage Fund	1,628,681.00
		<i>Account Classification Total: 55 - Operating Transfers</i>	1,628,681.00
		REVENUES Total	1,628,681.00
EXPENSES			
	Department:	93 - Central Garage	
		<i>10 - Salaries</i>	
212.93.500.05		Personal Services Salaries - Full Time	481,910.00
212.93.500.35		Personal Services Salaries - Overtime	24,000.00
212.93.500.40		Personal Services Salaries - Longevity	2,800.00
		<i>Account Classification Total: 10 - Salaries</i>	508,710.00
		<i>15 - Taxes and Benefits</i>	
212.93.505.05		Personal Benefits Group & Medical Life	121,903.00
212.93.505.10		Personal Benefits Professional Training	3,400.00
212.93.505.15		Personal Benefits Dues & Memberships	950.00
212.93.505.20		Personal Benefits Clothing Allowance	4,170.00
212.93.505.26		Personal Benefits Uniform Rental	1,350.00
212.93.505.35		Personal Benefits Safety Equipment	815.00
212.93.505.75		Personal Benefits Employer's Contribution - FICA	31,799.00
212.93.505.80		Personal Benefits Employer's Contribution - IMRF	56,384.00
212.93.505.85		Personal Benefits Employer's Contribution Medicare	7,437.00
		<i>Account Classification Total: 15 - Taxes and Benefits</i>	228,208.00
		<i>25 - Operating Expenses</i>	
212.93.510.04		Operating Expenses Travel	1,725.00
212.93.510.06		Operating Expenses Per Diem Allowance	500.00
212.93.510.10		Operating Expenses Maintenance Contracts	3,500.00
212.93.510.12		Operating Expenses Equipment Rental	300.00
212.93.510.14		Operating Expenses Subscriptions & Publications	100.00
212.93.510.21		Operating Expenses IT Internal Svc Contribution	32,703.00
212.93.510.40		Operating Expenses Supplies - Office	450.00
212.93.510.50		Operating Expenses Supplies - All Other	8,000.00
212.93.510.55		Operating Expenses Operating Equip - Department	9,875.00
		<i>Account Classification Total: 25 - Operating Expenses</i>	57,153.00
		<i>30 - Contractual Services</i>	
212.93.515.05		Insurance Premium	23,236.00
212.93.515.10		Insurance Unemployment Insurance	2,882.00
212.93.515.15		Insurance Deductible - Worker's Comp	4,945.00
212.93.515.20		Insurance Deductible - Non Wrker's Co	3,297.00
		<i>Account Classification Total: 30 - Contractual Services</i>	34,360.00
		<i>40 - Repairs and Maintenance</i>	
212.93.545.05		Maintenance & Repairs - Vehicles Gasoline	155,000.00
212.93.545.10		Maintenance & Repairs - Vehicles Diesel Fuel	113,950.00
212.93.545.15		Maintenance & Repairs - Vehicles Automotive Parts	186,000.00
212.93.545.25		Maintenance & Repairs - Vehicles Lubricants	7,300.00
212.93.545.35		Maintenance & Repairs - Vehicles Body Work	5,000.00
212.93.545.40		Maintenance & Repairs - Vehicles Contractual Auto Services	320,000.00
		<i>Account Classification Total: 40 - Repairs and Maintenance</i>	787,250.00
		<i>45 - Commodities</i>	
212.93.530.50		Commodities Small Equipment Tools & Hardware	13,000.00
		<i>Account Classification Total: 45 - Commodities</i>	13,000.00
		Department Total: 93 - Central Garage	1,628,681.00
		EXPENSES Total	1,628,681.00
	Fund REVENUE	Total: 212 - Central Garage Fund	1,628,681.00
	Fund EXPENSE	Total: 212 - Central Garage Fund	1,628,681.00
		Fund Total: 212 - Central Garage Fund	-
Fund: 213 - Building Maintenance Fund			
REVENUES			
		<i>55 - Operating Transfers</i>	
213.461.02		Internal Service Contributions Building Maintenance Fund	1,756,824.00
		<i>Account Classification Total: 55 - Operating Transfers</i>	1,756,824.00

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number	Account Description	2022 Adopted Budget
REVENUES Total		1,756,824.00
EXPENSES		
Department: 94 - Building Maintenance		
10 - Salaries		
213.94.500.05	Personal Services Salaries - Full Time	429,076.00
213.94.500.10	Personal Services Salaries - Part Time	44,917.00
213.94.500.35	Personal Services Salaries - Overtime	6,500.00
213.94.500.40	Personal Services Salaries - Longevity	2,800.00
Account Classification Total: 10 - Salaries		483,293.00
15 - Taxes and Benefits		
213.94.505.05	Personal Benefits Group & Medical Life	105,729.00
213.94.505.10	Personal Benefits Professional Training	1,900.00
213.94.505.15	Personal Benefits Dues & Memberships	650.00
213.94.505.20	Personal Benefits Clothing Allowance	3,625.00
213.94.505.26	Personal Benefits Uniform Rental	7,210.00
213.94.505.35	Personal Benefits Safety Equipment	2,700.00
213.94.505.75	Personal Benefits Employer's Contribution - FICA	30,189.00
213.94.505.80	Personal Benefits Employer's Contribution - IMRF	55,458.00
213.94.505.85	Personal Benefits Employer's Contribution Medicare	7,061.00
Account Classification Total: 15 - Taxes and Benefits		214,522.00
25 - Operating Expenses		
213.94.510.04	Operating Expenses Travel	425.00
213.94.510.06	Operating Expenses Per Diem Allowance	150.00
213.94.510.10	Operating Expenses Maintenance Contracts	251,990.00
213.94.510.12	Operating Expenses Equipment Rental	500.00
213.94.510.14	Operating Expenses Subscriptions & Publications	100.00
213.94.510.21	Operating Expenses IT Internal Svc Contribution	27,514.00
213.94.510.40	Operating Expenses Supplies - Office	550.00
213.94.510.50	Operating Expenses Supplies - All Other	80,000.00
213.94.510.55	Operating Expenses Operating Equip - Department	625.00
Account Classification Total: 25 - Operating Expenses		361,854.00
30 - Contractual Services		
213.94.515.05	Insurance Premium	19,835.00
213.94.515.10	Insurance Unemployment Insurance	800.00
213.94.515.15	Insurance Deductible - Worker's Comp	5,600.00
213.94.515.20	Insurance Deductible - Non Wrker's Co	2,456.00
Account Classification Total: 30 - Contractual Services		28,691.00
40 - Repairs and Maintenance		
213.94.535.15	Maintenance & Repairs - Facilities Street Lights	274,111.00
213.94.535.20	Maintenance & Repairs - Facilities Buildings & Facilities	150,000.00
213.94.550.05	Maintenance & Repairs - Other Department Equipment	3,200.00
Account Classification Total: 40 - Repairs and Maintenance		427,311.00
45 - Commodities		
213.94.530.05	Commodities Electricity - Facilities	106,000.00
213.94.530.10	Commodities Electricity - Street Lights	90,653.00
213.94.530.20	Commodities Gas - Facilities	42,500.00
213.94.530.50	Commodities Small Equipment Tools & Hardware	2,000.00
Account Classification Total: 45 - Commodities		241,153.00
Department Total: 94 - Building Maintenance		1,756,824.00
EXPENSES Total		1,756,824.00
Fund REVENUE	Total: 213 - Building Maintenance Fund	1,756,824.00
Fund EXPENSE	Total: 213 - Building Maintenance Fund	1,756,824.00
Fund Total: 213 - Building Maintenance Fund		-
Fund: 220 - Police Pension Fund		
REVENUES		
45 - Interest Income		
220.450.25	Investment Revenue Interest Income - Securities	267,540.00
220.450.26	Investment Revenue Fixed Income	202,930.00
220.450.45	Investment Revenue Stock Dividend	226,270.00
220.450.50	Investment Revenue Fixed Income	424,510.00
220.450.55	Investment Revenue Mutual Funds	1,447,200.00
220.450.60	Investment Revenue Equity Securities	162,100.00
Account Classification Total: 45 - Interest Income		2,730,550.00
50 - Miscellaneous Revenue		
220.465.41	All Other Revenue Pension Contributions - EE	750,000.00
220.465.90	All Other Revenue Miscellaneous Income	25,000.00
Account Classification Total: 50 - Miscellaneous Revenue		775,000.00
55 - Operating Transfers		
220.460.05	Operating Transfers Interfund Transfers In	3,394,077.00
Account Classification Total: 55 - Operating Transfers		3,394,077.00

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

Village of Buffalo Grove Budget

9.F.c

G/L Account Number	Account Description	2022 Adopted Budget
	REVENUES Total	6,899,627.00
EXPENSES		
Department: 88 - Police Pension		
15 - Taxes and Benefits		
220.88.505.55	Personal Benefits Survivor Pension - Police	296,000.00
220.88.505.60	Personal Benefits Pension Payment - Police	4,672,100.00
220.88.505.65	Personal Benefits Disability Payment - Police	45,100.00
	Account Classification Total: 15 - Taxes and Benefits	5,013,200.00
50 - Other Expenses		
220.88.580.05	All Other Expense All Other Expenses	65,000.00
220.88.580.40	All Other Expense Investment Fees	212,000.00
	Account Classification Total: 50 - Other Expenses	277,000.00
	Department Total: 88 - Police Pension	5,290,200.00
	EXPENSES Total	5,290,200.00
Fund REVENUE Total: 220 - Police Pension Fund		6,899,627.00
Fund EXPENSE Total: 220 - Police Pension Fund		5,290,200.00
Fund Total: 220 - Police Pension Fund		1,609,427.00
Fund: 230 - Fire Pension Fund		
REVENUES		
45 - Interest Income		
230.450.25	Investment Revenue Interest Income - Securities	250,000.00
230.450.45	Investment Revenue Stock Dividend	300,000.00
230.450.50	Investment Revenue Fixed Income	800,000.00
230.450.55	Investment Revenue Mutual Funds	1,500,000.00
	Account Classification Total: 45 - Interest Income	2,850,000.00
50 - Miscellaneous Revenue		
230.465.41	All Other Revenue Pension Contributions - EE	582,000.00
	Account Classification Total: 50 - Miscellaneous Revenue	582,000.00
55 - Operating Transfers		
230.460.05	Operating Transfers Interfund Transfers In	2,424,085.00
	Account Classification Total: 55 - Operating Transfers	2,424,085.00
	REVENUES Total	5,856,085.00
EXPENSES		
Department: 89 - Fire Pension		
15 - Taxes and Benefits		
230.89.505.56	Personal Benefits Survivor Pension - Fire	337,000.00
230.89.505.61	Personal Benefits Pension Payment - Fire	3,214,000.00
230.89.505.66	Personal Benefits Disability Payment - Fire	225,000.00
	Account Classification Total: 15 - Taxes and Benefits	3,776,000.00
50 - Other Expenses		
230.89.580.05	All Other Expense All Other Expenses	80,000.00
230.89.580.40	All Other Expense Investment Fees	165,000.00
	Account Classification Total: 50 - Other Expenses	245,000.00
	Department Total: 89 - Fire Pension	4,021,000.00
	EXPENSES Total	4,021,000.00
Fund REVENUE Total: 230 - Fire Pension Fund		5,856,085.00
Fund EXPENSE Total: 230 - Fire Pension Fund		4,021,000.00
Fund Total: 230 - Fire Pension Fund		1,835,085.00
	REVENUE GRAND Totals:	106,102,761.00
	EXPENSE GRAND Totals:	118,384,488.00
	Grand Totals:	(12,281,727.00)

Attachment: FY 2022 Budget 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

G/L Account Number	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Estimated Amount	2021 Actual Amount
Fund: 100 - General Fund						
EXPENSES						
Department: 10 - Legislative						
100.10.500.25	Personal Services Salaries - Elected Officials	33,000.00	33,000.00	33,000.00	33,000.00	33,000.00
100.10.505.10	Personal Benefits Professional Training	3,493.00	1,445.00	13,000.00	1,500.00	10,000.00
100.10.505.15	Personal Benefits Dues & Memberships	40,318.97	32,104.28	42,000.00	40,000.00	42,000.00
100.10.505.75	Personal Benefits Employer's Contribution - FICA	2,046.00	(5,433.87)	2,046.00	2,046.00	2,046.00
100.10.505.85	Personal Benefits Employer's Contribution Medicare	478.57	478.57	478.00	478.00	478.00
100.10.510	Operating Expenses	-	-	-	150.00	-
100.10.510.04	Operating Expenses Travel	-	1,973.46	2,000.00	-	2,000.00
100.10.510.08	Operating Expenses Reception & Community Affairs	6,576.22	714.49	3,500.00	8,000.00	3,500.00
100.10.510.14	Operating Expenses Subscriptions & Publications	549.90	65.00	2,000.00	1,000.00	2,000.00
100.10.510.40	Operating Expenses Supplies - Office	85.18	20.27	-	-	-
100.10.525.05	Commission & Committees Blood Commission	-	-	300.00	300.00	300.00
100.10.525.10	Commission & Committees Buffalo Grove Days	107.89	-	-	-	-
100.10.525.15	Commission & Committees Fire and Police Commission	348.00	-	-	-	-
100.10.525.20	Commission & Committees Fireworks for the Fourth	7,500.00	20,110.00	29,000.00	30,000.00	30,000.00
100.10.525.25	Commission & Committees Plan Commission	5,751.60	2,747.30	3,000.00	3,000.00	3,000.00
100.10.525.30	Commission & Committees Residents with Disabilities	-	1,582.88	700.00	1,144.00	3,000.00
100.10.525.45	Commission & Committees Village Board	2,888.47	(1,676.86)	-	-	-
100.10.525.50	Commission & Committees Symphonic Band	9,814.98	13,399.04	11,000.00	14,000.00	11,000.00
100.10.525.55	Commission & Committees Farmer's Market	2,274.27	2,057.96	2,500.00	3,000.00	2,500.00
100.10.525.95	Commission & Committees Other Boards/Commissions	290.00	1,048.95	-	-	-
100.10.580.05	All Other Expense All Other Expenses	25,766.47	2,402.32	10,000.00	1,000.00	8,000.00
100.10.580.10	All Other Expense Consultant Fees	2,492.88	-	1,000.00	-	-
100.10.580.45	All Other Expense Cable Television Programming	10,808.00	14,400.00	12,000.00	13,500.00	12,000.00
100.10.580.50	All Other Expense Senior Taxi Program	477.50	-	4,500.00	500.00	2,000.00
Department Total: 10 - Legislative		155,067.90	120,438.79	172,024.00	152,618.00	166,824.00
Department: 15 - Office of the Village Manager						
100.15.500.05	Personal Services Salaries - Full Time	808,671.40	696,074.11	692,846.00	813,647.22	717,239.00
100.15.500.10	Personal Services Salaries - Part Time	9,470.77	18,855.22	-	-	-
100.15.500.31	Personal Services Payroll Reimbursement	28.76	-	-	-	-
100.15.500.40	Personal Services Salaries - Longevity	2,056.84	686.00	600.00	1,100.00	1,100.00
100.15.505.05	Personal Benefits Group & Medical Life	100,114.05	100,184.17	105,005.00	109,882.59	91,656.00
100.15.505.10	Personal Benefits Professional Training	11,072.54	14,771.00	12,525.00	5,000.00	10,000.00
100.15.505.15	Personal Benefits Dues & Memberships	3,737.41	4,865.25	4,600.00	6,000.00	6,000.00
100.15.505.75	Personal Benefits Employer's Contribution - FICA	37,178.92	30,637.52	31,185.00	31,150.96	30,675.00
100.15.505.80	Personal Benefits Employer's Contribution - IMRF	110,168.31	89,073.90	75,593.00	93,672.36	68,098.00
100.15.505.85	Personal Benefits Employer's Contribution Medicare	10,471.75	8,656.02	8,732.00	10,752.90	10,416.00
100.15.510.03	Operating Expenses Postage	639.80	-	20.00	-	20.00
100.15.510.04	Operating Expenses Travel	(1,008.53)	376.80	3,500.00	-	3,500.00
100.15.510.06	Operating Expenses Per Diem Allowance	96.48	-	100.00	-	100.00
100.15.510.08	Operating Expenses Reception & Community Affairs	458.52	1,153.30	1,500.00	7,000.00	1,500.00
100.15.510.10	Operating Expenses Maintenance Contracts	423.04	5,827.31	-	-	-
100.15.510.14	Operating Expenses Subscriptions & Publications	5,822.92	7,615.79	6,800.00	5,000.00	3,500.00
100.15.510.16	Operating Expenses Printing	50.00	-	-	-	-
100.15.510.18	Operating Expenses Village Newsletter	9,237.00	5,989.00	43,000.00	-	-
100.15.510.21	Operating Expenses IT Internal Svc Contribution	44,223.29	30,072.23	37,848.00	37,848.00	29,663.00
100.15.510.40	Operating Expenses Supplies - Office	713.41	798.36	500.00	-	-
100.15.515.05	Insurance Premium	17,643.94	1,395.00	1,433.00	1,499.36	1,695.00
100.15.515.10	Insurance Unemployment Insurance	1,855.00	(171.62)	-	-	-
100.15.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	30,795.76	98,027.00	99,743.00	98,831.33	69,656.00
100.15.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	2,567.74	1,435.00	1,422.00	1,519.31	1,089.00
100.15.545.05	Maintenance & Repairs - Vehicles Gasoline	35.19	-	-	-	-
100.15.555.40	Capital Equipment Technology	-	-	1,250.00	-	1,250.00
100.15.555.50	Capital Equipment Buildings	-	-	5,730.00	-	5,730.00
100.15.580	All Other Expense	400.00	10,000.00	-	-	-
100.15.580.05	All Other Expense All Other Expenses	24,683.15	-	20,000.00	2,000.00	45,000.00
100.15.580.10	All Other Expense Consultant Fees	87,414.00	53,620.00	80,000.00	75,000.00	20,000.00
Department Total: 15 - Office of the Village Manager		1,319,021.46	1,179,941.36	1,233,932.00	1,299,904.03	1,117,887.00
Department: 16 - Communications						
100.16.500.05	Personal Services Salaries - Full Time	-	-	-	-	202,704.00
100.16.505.05	Personal Benefits Group & Medical Life	-	-	-	-	45,729.00
100.16.505.10	Personal Benefits Professional Training	-	-	-	-	3,250.00
100.16.505.15	Personal Benefits Dues & Memberships	-	-	-	-	850.00
100.16.505.75	Personal Benefits Employer's Contribution - FICA	-	-	-	-	12,568.00
100.16.505.80	Personal Benefits Employer's Contribution - IMRF	-	-	-	-	19,216.00
100.16.505.85	Personal Benefits Employer's Contribution Medicare	-	-	-	-	-

Attachment: FY 2023 Bud Exp 12.5.22 (O-2022-136 : Ordinance for the Levy and Collection of Taxes for the Fiscal Year 2023)

G/L Account Number	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Estimated Amount	2021 Actual Amount
100.16.510.03	Operating Expenses Postage	-	-	-	-	24,000.00
100.16.510.04	Operating Expenses Travel	-	-	-	-	1,250.00
100.16.510.08	Operating Expenses Reception & Community Affairs	-	-	-	-	1,500.00
100.16.510.14	Operating Expenses Subscriptions & Publications	-	-	-	-	16,000.00
100.16.510.16	Operating Expenses Printing	-	-	-	-	34,000.00
100.16.510.21	Operating Expenses IT Internal Svc Contribution	-	-	-	-	14,832.00
100.16.510.40	Operating Expenses Supplies - Office	-	-	-	-	1,000.00
100.16.510.79	Operating Expenses Advertising & Promotions	-	-	-	-	15,000.00
100.16.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	-	-	-	-	34,308.00
100.16.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	-	-	-	-	536.00
100.16.550.05	Maintenance & Repairs - Other Department Equipment	-	-	-	-	300.00
100.16.580.05	All Other Expense All Other Expenses	-	-	-	-	200.00
100.16.580.10	All Other Expense Consultant Fees	-	-	-	-	75,000.00
100.16.580.11	All Other Expense Contractual Services	-	-	-	-	30,000.00
Department Total: 16 - Communications		-	-	-	-	535,182.00
Department: 20 - Legal						
100.20.520	Legal Services	90,986.25	268,713.59	-	-	-
100.20.520.05	Legal Services Retainer Fee	3,236.25	-	-	-	-
100.20.520.10	Legal Services Prosecutor Fee	5,750.00	-	-	-	-
100.20.520.15	Legal Services Attorney's Fees	188,472.50	60,201.61	340,000.00	340,000.00	357,000.00
100.20.520.20	Legal Services Recording Fees	320.00	150.00	-	-	-
100.20.520.25	Legal Services Legal Notices	5,398.90	4,128.60	8,000.00	8,000.00	8,000.00
100.20.520.30	Legal Services Litigation	-	-	15,000.00	-	15,000.00
100.20.520.40	Legal Services Special Counsel	30,825.45	-	60,000.00	-	60,000.00
Department Total: 20 - Legal		324,989.35	333,193.80	423,000.00	348,000.00	440,000.00
Department: 25 - Administrative Services						
100.25.500.05	Personal Services Salaries - Full Time	-	122,915.82	325,804.00	339,124.55	348,251.00
100.25.500.10	Personal Services Salaries - Part Time	-	9,334.12	26,134.00	22,977.30	53,205.00
100.25.500.40	Personal Services Salaries - Longevity	-	600.00	1,800.00	1,800.00	1,800.00
100.25.505.05	Personal Benefits Group & Medical Life	-	24,905.66	63,302.00	63,475.31	62,291.00
100.25.505.10	Personal Benefits Professional Training	-	-	-	2,250.00	2,500.00
100.25.505.15	Personal Benefits Dues & Memberships	-	-	-	-	250.00
100.25.505.75	Personal Benefits Employer's Contribution - FICA	-	7,507.94	21,590.00	21,514.86	24,783.00
100.25.505.80	Personal Benefits Employer's Contribution - IMRF	-	15,926.28	38,119.00	39,711.71	33,185.00
100.25.505.85	Personal Benefits Employer's Contribution Medicare	-	1,842.36	5,130.00	5,197.39	5,847.00
100.25.510.21	Operating Expenses IT Internal Svc Contribution	-	-	30,255.00	30,255.00	38,273.00
100.25.510.40	Operating Expenses Supplies - Office	-	-	-	1,800.00	1,000.00
100.25.580.05	All Other Expense All Other Expenses	-	-	-	-	1,500.00
Department Total: 25 - Administrative Services		-	183,032.18	512,134.00	528,106.12	572,885.00
Department: 30 - Finance						
100.30.500.05	Personal Services Salaries - Full Time	613,592.63	716,505.00	605,314.00	693,897.27	731,045.00
100.30.500.10	Personal Services Salaries - Part Time	7,366.86	38,049.64	39,504.00	8,775.81	-
100.30.500.25	Personal Services Salaries - Elected Officials	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
100.30.500.31	Personal Services Payroll Reimbursement	96.57	-	-	-	-
100.30.500.35	Personal Services Salaries - Overtime	629.40	1,618.39	2,500.00	224.90	2,500.00
100.30.500.40	Personal Services Salaries - Longevity	2,000.00	2,200.00	1,200.00	600.00	600.00
100.30.505.05	Personal Benefits Group & Medical Life	100,301.42	114,924.95	117,506.00	131,330.68	145,500.00
100.30.505.10	Personal Benefits Professional Training	495.00	973.00	7,000.00	3,000.00	7,000.00
100.30.505.15	Personal Benefits Dues & Memberships	2,450.00	2,677.00	1,955.00	1,000.00	1,955.00
100.30.505.50	Personal Benefits Employee Recognition	-	205.95	-	-	-
100.30.505.75	Personal Benefits Employer's Contribution - FICA	37,962.73	44,400.25	38,319.00	40,577.55	43,186.00
100.30.505.80	Personal Benefits Employer's Contribution - IMRF	83,807.05	95,277.31	70,822.00	81,021.90	69,597.00
100.30.505.85	Personal Benefits Employer's Contribution Medicare	8,877.96	10,827.77	9,491.00	10,107.17	10,645.00
100.30.510.03	Operating Expenses Postage	30,609.55	12,903.22	50,000.00	30,000.00	45,000.00
100.30.510.04	Operating Expenses Travel	-	-	4,000.00	3,000.00	4,000.00
100.30.510.06	Operating Expenses Per Diem Allowance	-	-	300.00	100.00	300.00
100.30.510.08	Operating Expenses Reception & Community Affairs	371.80	-	400.00	-	400.00
100.30.510.10	Operating Expenses Maintenance Contracts	1,973.62	5,815.19	2,200.00	2,800.00	2,200.00
100.30.510.12	Operating Expenses Equipment Rental	1,793.01	2,361.96	2,380.00	2,362.00	2,380.00
100.30.510.14	Operating Expenses Subscriptions & Publications	60.00	96.00	-	137.00	-
100.30.510.16	Operating Expenses Printing	4,570.06	2,444.56	4,400.00	4,000.00	4,400.00
100.30.510.21	Operating Expenses IT Internal Svc Contribution	105,950.69	56,386.00	73,934.00	73,934.00	75,083.00
100.30.510.28	Operating Expenses Audit Fees	28,791.00	31,957.00	35,000.00	33,550.00	34,221.00
100.30.510.40	Operating Expenses Supplies - Office	5,625.27	6,535.08	5,000.00	5,000.00	5,000.00
100.30.510.83	Operating Expenses Credit Card Fees	42.85	-	-	1,296.00	1,448.00
100.30.510.84	Operating Expenses Bank Fees	-	5,418.30	3,600.00	3,215.00	3,600.00
100.30.515.05	Insurance Premium	29,474.73	1,767.00	1,913.00	2,001.59	2,263.00
100.30.515.10	Insurance Unemployment Insurance	11,132.00	(1,096.98)	-	(1,148.00)	-
100.30.515.15	Insurance Deductible - Worker's Comp	-	-	3,071.00	-	3,071.00

G/L Account Number	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Estimated Amount	2023 Adopted Budget
100.30.525.10	Commission & Committees Buffalo Grove Days	12,665.95	72,100.31	50,000.00	50,000.00	50,000.00
100.30.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	51,152.33	105,103.00	106,941.00	105,963.53	111,468.00
100.30.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	2,995.13	2,872.00	2,762.00	2,951.01	3,157.00
100.30.550.05	Maintenance & Repairs - Other Department Equipment	179.95	-	-	-	-
100.30.555.40	Capital Equipment Technology	-	-	1,500.00	-	1,500.00
100.30.555.50	Capital Equipment Buildings	-	-	7,160.00	-	7,160.00
100.30.580.05	All Other Expense All Other Expenses	1,919.84	120,111.40	-	3,664.00	-
100.30.580.10	All Other Expense Consultant Fees	224,881.84	82,259.15	170,000.00	48,000.00	70,000.00
100.30.580.11	All Other Expense Contractual Services	1,614.45	9,776.82	10,000.00	2,000.00	10,000.00
	Department Total: 30 - Finance	1,379,383.69	1,550,469.27	1,434,182.00	1,349,361.41	1,454,689.00
Department: 35 - Human Resources						
100.35.500.05	Personal Services Salaries - Full Time	229,566.94	244,630.04	495,050.00	275,000.00	483,708.00
100.35.500.10	Personal Services Salaries - Part Time	-	-	-	-	30,074.00
100.35.500.31	Personal Services Payroll Reimbursement	7.46	-	-	-	-
100.35.500.40	Personal Services Salaries - Longevity	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
100.35.505.05	Personal Benefits Group & Medical Life	45,008.87	42,118.19	46,470.00	46,590.86	45,729.00
100.35.505.10	Personal Benefits Professional Training	1,468.80	22,814.08	28,200.00	28,000.00	30,000.00
100.35.505.15	Personal Benefits Dues & Memberships	1,344.25	2,034.00	2,100.00	2,100.00	2,200.00
100.35.505.40	Personal Benefits Tuition Reimbursement	28,059.21	40,908.28	50,000.00	50,000.00	50,000.00
100.35.505.45	Personal Benefits ICMA Deferred Compensation	-	25.00	-	-	-
100.35.505.50	Personal Benefits Employee Recognition	7,428.37	10,099.40	10,000.00	1,500.00	10,000.00
100.35.505.75	Personal Benefits Employer's Contribution - FICA	12,794.50	13,491.44	29,346.00	13,638.73	29,057.00
100.35.505.80	Personal Benefits Employer's Contribution - IMRF	31,403.79	32,478.80	57,921.00	30,333.65	45,931.00
100.35.505.85	Personal Benefits Employer's Contribution Medicare	3,223.70	3,411.72	7,193.00	3,680.78	7,025.00
100.35.510.04	Operating Expenses Travel	318.08	-	2,000.00	1,000.00	2,000.00
100.35.510.06	Operating Expenses Per Diem Allowance	-	-	350.00	350.00	400.00
100.35.510.14	Operating Expenses Subscriptions & Publications	1,719.84	1,671.83	15,000.00	2,000.00	10,000.00
100.35.510.21	Operating Expenses IT Internal Svc Contribution	33,915.63	13,145.00	15,365.00	15,365.00	14,832.00
100.35.510.22	Operating Expenses Recruitment Charges	22,304.25	22,232.50	8,500.00	45,000.00	20,000.00
100.35.510.24	Operating Expenses CDL Testing	1,034.50	1,562.00	2,800.00	2,000.00	2,800.00
100.35.510.40	Operating Expenses Supplies - Office	1,066.77	1,824.02	1,600.00	500.00	1,600.00
100.35.515.05	Insurance Premium	7,011.35	1,765.90	1,913.00	2,001.59	2,263.00
100.35.515.15	Insurance Deductible - Worker's Comp	5,000.00	-	4,853.00	-	4,853.00
100.35.515.20	Insurance Deductible - Non Wrkr's Co	150.00	403.00	-	-	-
100.35.520	Legal Services	13,878.12	32,506.21	-	-	-
100.35.525	Commission & Committees	-	1,139.53	-	-	-
100.35.525.15	Commission & Committees Fire and Police	22,074.91	26,023.79	40,000.00	10,000.00	40,000.00
100.35.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	20,521.80	34,171.00	34,846.00	34,527.50	36,241.00
100.35.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	1,070.19	1,436.00	1,422.00	1,519.31	1,625.00
100.35.580	All Other Expense	-	33.60	-	-	-
100.35.580.05	All Other Expense All Other Expenses	4,094.55	210.00	-	-	-
100.35.580.66	All Other Expense IRMA Deductible - Non Wrkr's Cmp	(951.75)	-	-	-	-
	Department Total: 35 - Human Resources	494,514.13	551,135.33	855,929.00	566,107.42	871,338.00
Department: 40 - Fire						
100.40.500.05	Personal Services Salaries - Full Time	332,979.80	348,752.77	354,734.00	371,189.02	379,255.00
100.40.500.10	Personal Services Salaries - Part Time	64,572.96	45,484.20	69,092.00	67,987.60	101,881.00
100.40.500.20	Personal Services Salaries - Sworn	5,682,055.66	5,962,520.26	6,307,778.00	6,330,408.62	6,504,251.00
100.40.500.30	Personal Services Salaries - Special Duty	(9,991.53)	2,376.33	-	-	-
100.40.500.31	Personal Services Payroll Reimbursement	170.99	-	-	-	-
100.40.500.35	Personal Services Salaries - Overtime	1,040,803.24	1,067,403.75	875,000.00	950,000.00	875,000.00
100.40.500.40	Personal Services Salaries - Longevity	28,657.34	22,271.00	29,800.00	28,400.00	29,400.00
100.40.505.05	Personal Benefits Group & Medical Life	1,154,283.27	1,195,532.24	1,256,173.00	1,272,932.30	1,238,101.00
100.40.505.10	Personal Benefits Professional Training	29,117.07	23,897.12	40,000.00	36,000.00	47,500.00
100.40.505.15	Personal Benefits Dues & Memberships	14,120.00	13,805.00	15,500.00	14,725.00	15,500.00
100.40.505.20	Personal Benefits Clothing Allowance	31,762.99	41,896.08	39,500.00	39,500.00	44,500.00
100.40.505.35	Personal Benefits Safety Equipment	57,113.16	70,084.87	71,900.00	68,305.00	71,900.00
100.40.505.50	Personal Benefits Employee Recognition	10.79	-	-	-	-
100.40.505.61	Personal Benefits Pension Payment - Fire	2,019,305.49	2,370,804.53	2,424,085.00	2,448,915.97	2,024,085.00
100.40.505.75	Personal Benefits Employer's Contribution - FICA	23,865.11	23,384.35	39,427.00	26,436.41	31,653.00
100.40.505.80	Personal Benefits Employer's Contribution - IMRF	45,478.90	45,476.74	41,504.00	42,725.24	38,741.00
100.40.505.85	Personal Benefits Employer's Contribution Medicare	97,623.49	100,342.34	99,338.00	108,277.88	113,737.00
100.40.510.04	Operating Expenses Travel	1,473.06	2,871.30	6,600.00	5,610.00	17,200.00
100.40.510.06	Operating Expenses Per Diem Allowance	706.25	749.64	3,500.00	2,625.00	5,550.00
100.40.510.08	Operating Expenses Reception & Community Affairs	-	52.92	100.00	100.00	100.00
100.40.510.10	Operating Expenses Maintenance Contracts	32,460.00	39,282.73	49,100.00	46,645.00	49,100.00
100.40.510.14	Operating Expenses Subscriptions & Publications	2,263.03	2,641.89	3,000.00	2,700.00	3,000.00
100.40.510.16	Operating Expenses Printing	863.22	1,169.00	1,500.00	1,275.00	1,500.00
100.40.510.21	Operating Expenses IT Internal Svc Contribution	561,392.15	474,141.00	456,111.00	456,111.00	456,111.00

G/L Account Number	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Estimated Amount	2023 Adopted Budget
100.40.510.40	Operating Expenses Supplies - Office	3,156.71	4,146.58	4,000.00	3,600.00	4,000.00
100.40.510.50	Operating Expenses Supplies - All Other	26,529.90	10,804.39	14,000.00	13,300.00	14,000.00
100.40.510.55	Operating Expenses Operating Equip - Department	62,044.44	49,619.00	57,600.00	54,720.00	69,250.00
100.40.510.65	Operating Expenses Northwest Central Dispatch	113,763.80	124,530.00	109,509.00	109,509.00	108,565.00
100.40.515.05	Insurance Premium	230,366.58	286,408.00	306,942.00	321,156.72	363,072.00
100.40.515.15	Insurance Deductible - Worker's Comp	101,692.31	66,741.43	27,459.00	27,459.00	27,459.00
100.40.530.50	Commodities Small Equipment Tools & Hardware	18,855.13	14,345.57	71,000.00	68,500.00	43,700.00
100.40.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	160,216.32	252,661.00	257,145.00	254,794.64	267,963.00
100.40.535.20	Maintenance & Repairs - Facilities Buildings & Facilities	21,592.69	28,186.77	28,500.00	27,100.00	28,500.00
100.40.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	541,062.94	416,498.63	412,354.00	440,571.65	471,304.00
100.40.550.05	Maintenance & Repairs - Other Department Equipment	10,968.67	13,190.77	16,900.00	15,500.00	16,900.00
100.40.555.10	Capital Equipment Office and Other Equipment	28,574.05	-	-	-	-
100.40.555.30	Capital Equipment Capital Replacement	-	-	64,000.00	-	185,000.00
100.40.555.40	Capital Equipment Technology	-	-	18,200.00	-	18,200.00
100.40.555.50	Capital Equipment Buildings	-	-	44,595.00	-	44,595.00
100.40.580.05	All Other Expense All Other Expenses	169,180.91	170,685.29	10,500.00	9,900.00	29,300.00
100.40.580.10	All Other Expense Consultant Fees	-	6,250.00	16,250.00	16,000.00	4,250.00
100.40.580.11	All Other Expense Contractual Services	25,991.65	23,387.58	27,100.00	25,750.00	29,600.00
100.40.580.20	All Other Expense CAFT Site	(22,750.81)	38,716.40	10,000.00	-	10,000.00
100.40.580.21	All Other Expense NWCH Administration Fee	4,336.00	4,020.00	5,250.00	5,250.00	5,250.00
Department Total: 40 - Fire		12,706,667.73	13,365,131.47	13,685,046.00	13,713,980.05	13,801,110.00
Department: 45 - Police						
100.45.500.05	Personal Services Salaries - Full Time	852,884.11	788,190.42	755,381.00	768,265.23	872,215.00
100.45.500.10	Personal Services Salaries - Part Time	79,793.45	126,140.63	139,755.00	130,863.96	143,525.00
100.45.500.20	Personal Services Salaries - Sworn	6,946,004.44	6,702,460.46	7,146,083.00	6,998,558.51	7,358,927.00
100.45.500.22	Personal Services Holiday & Stipends	-	-	315,442.00	15,600.00	224,178.00
100.45.500.31	Personal Services Payroll Reimbursement	190.71	-	-	-	-
100.45.500.35	Personal Services Salaries - Overtime	243,100.97	343,768.42	310,000.00	310,000.00	335,000.00
100.45.500.40	Personal Services Salaries - Longevity	43,085.52	37,943.00	40,600.00	37,600.00	37,600.00
100.45.505.05	Personal Benefits Group & Medical Life	1,303,320.24	1,332,107.70	1,391,914.00	1,371,195.70	1,460,321.00
100.45.505.10	Personal Benefits Professional Training	30,552.10	48,307.33	53,000.00	53,000.00	61,950.00
100.45.505.15	Personal Benefits Dues & Memberships	4,360.00	6,106.70	7,100.00	7,100.00	7,850.00
100.45.505.20	Personal Benefits Clothing Allowance	93,757.04	23,086.31	66,400.00	66,400.00	64,500.00
100.45.505.25	Personal Benefits Uniform Maintenance	3,096.19	3,126.64	3,250.00	3,250.00	3,500.00
100.45.505.30	Personal Benefits Recruit Uniforms	4,022.88	4,229.03	4,250.00	4,250.00	4,750.00
100.45.505.60	Personal Benefits Pension Payment - Police	3,095,592.45	3,333,876.07	3,394,077.00	3,326,390.51	3,794,077.00
100.45.505.75	Personal Benefits Employer's Contribution - FICA	56,085.09	55,793.63	70,987.00	56,206.17	62,976.00
100.45.505.80	Personal Benefits Employer's Contribution - IMRF	114,660.84	104,903.69	88,380.00	91,377.11	82,686.00
100.45.505.85	Personal Benefits Employer's Contribution Medicare	112,653.47	110,802.61	123,823.00	114,394.48	129,237.00
100.45.510.04	Operating Expenses Travel	4,801.83	3,518.50	6,750.00	6,750.00	7,300.00
100.45.510.06	Operating Expenses Per Diem Allowance	955.77	593.91	2,025.00	2,025.00	2,150.00
100.45.510.14	Operating Expenses Subscriptions & Publications	957.70	365.40	1,000.00	1,000.00	1,000.00
100.45.510.16	Operating Expenses Printing	4,711.55	10,825.50	11,000.00	11,000.00	11,000.00
100.45.510.21	Operating Expenses IT Internal Svc Contribution	595,120.74	478,181.00	544,096.00	544,096.00	571,284.00
100.45.510.22	Operating Expenses Recruitment Charges	-	-	1,000.00	1,000.00	1,000.00
100.45.510.26	Operating Expenses Physical Fitness Equipment	648.37	8,933.03	5,000.00	5,000.00	5,000.00
100.45.510.30	Operating Expenses Safety Equipment - Patrol	5,718.14	4,011.98	20,750.00	20,750.00	30,450.00
100.45.510.32	Operating Expenses Safety Equipment - FOSG	-	500.00	500.00	500.00	750.00
100.45.510.33	Operating Expenses Operating Equip - Staff	3,395.87	2,975.82	4,000.00	4,000.00	4,000.00
100.45.510.34	Operating Expenses DUI Assessment Purchases	3,417.30	12,840.35	-	-	-
100.45.510.35	Operating Expenses Reimbursable Expenses	93,708.28	139,703.01	-	-	-
100.45.510.41	Operating Expenses Supplies - Patrol	8,083.23	12,979.49	12,775.00	12,775.00	27,775.00
100.45.510.42	Operating Expenses Supplies - FOSG	2,133.23	1,227.41	1,000.00	1,000.00	2,250.00
100.45.510.43	Operating Expenses Supplies - Communications	1,833.03	3,147.16	2,000.00	2,000.00	2,000.00
100.45.510.44	Operating Expenses Supplies - Records	7,850.75	7,605.96	7,500.00	7,500.00	7,750.00
100.45.510.45	Operating Expenses Supplies - OCOP	950.00	410.12	950.00	950.00	950.00
100.45.510.46	Operating Expenses Supplies - Training	2,689.42	1,593.92	12,000.00	12,000.00	14,000.00
100.45.510.47	Operating Expenses Supplies - Crime Prevention	3,792.91	6,740.33	7,000.00	7,000.00	7,750.00
100.45.510.48	Operating Expenses Supplies - Detention	165.96	1,001.37	950.00	950.00	700.00
100.45.510.55	Operating Expenses Operating Equip - Department	15,133.98	18,720.82	15,000.00	15,000.00	16,500.00
100.45.510.56	Operating Expenses Operating Equip - Patrol	1,607.82	1,061.30	1,500.00	1,500.00	1,500.00
100.45.510.57	Operating Expenses Operating Equip - FOSG	9,986.24	9,355.36	9,139.00	9,139.00	16,827.00
100.45.510.58	Operating Expenses Operating Equip - Communications	524.34	391.29	500.00	500.00	500.00
100.45.510.60	Operating Expenses Operating Equip - OCOP	900.38	620.50	900.00	900.00	900.00
100.45.510.61	Operating Expenses Operating Equip - Training	375.62	58.15	700.00	700.00	700.00
100.45.510.62	Operating Expenses Operating Equip - Detention	-	60.12	200.00	200.00	225.00
100.45.510.63	Operating Expenses Operating Equip - Bike Patrol	509.77	289.95	500.00	500.00	500.00
100.45.510.64	Operating Expenses Operating Equipment - Records	877.47	681.72	3,400.00	3,400.00	3,400.00

G/L Account Number	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Estimated Amount	2023 Adopted Budget
100.45.510.65	Operating Expenses Northwest Central Dispatch	281,920.48	306,125.98	272,371.00	272,371.00	253,317.00
100.45.510.66	Operating Expenses NIPAS	6,575.00	7,077.00	7,405.00	7,405.00	8,165.00
100.45.510.67	Operating Expenses Northern IL Police Crime Lab	62,461.39	-	65,570.00	65,570.00	65,570.00
100.45.510.68	Operating Expenses Animal Control	742.17	2,272.61	3,100.00	3,100.00	3,100.00
100.45.510.69	Operating Expenses Prisoner Care	901.80	1,204.57	1,250.00	1,250.00	1,400.00
100.45.515.05	Insurance Premium	258,572.40	380,420.00	407,633.00	426,510.80	482,176.00
100.45.515.10	Insurance Unemployment Insurance	(967.04)	(95.29)	-	-	-
100.45.515.15	Insurance Deductible - Worker's Comp	35,854.97	2,833.53	66,842.00	66,842.00	66,842.00
100.45.515.20	Insurance Deductible - Non Worker's Co	-	2,200.00	-	-	-
100.45.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	278,153.68	343,439.00	349,669.00	346,472.95	364,241.00
100.45.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	543,199.81	417,936.00	413,776.00	442,090.95	472,930.00
100.45.550.10	Maintenance & Repairs - Other Radios	2,535.80	2,223.26	3,000.00	3,000.00	3,000.00
100.45.550.15	Maintenance & Repairs - Other Mobile Data Terminals	-	175.00	500.00	500.00	500.00
100.45.550.20	Maintenance & Repairs - Other Patrol Equipment	535.50	1,493.55	7,750.00	7,750.00	6,000.00
100.45.550.25	Maintenance & Repairs - Other F.O.S.G. Equipment	151.96	107.99	650.00	650.00	750.00
100.45.550.30	Maintenance & Repairs - Other Staff Equipment	4,540.38	2,920.50	5,000.00	5,000.00	5,000.00
100.45.555.10	Capital Equipment Office and Other Equipment	45.76	-	-	-	-
100.45.555.30	Capital Equipment Capital Replacement	-	-	45,000.00	-	150,000.00
100.45.555.40	Capital Equipment Technology	-	-	10,000.00	-	10,000.00
100.45.555.50	Capital Equipment Buildings	-	-	58,915.00	-	58,915.00
100.45.580.05	All Other Expense All Other Expenses	15,774.51	13,030.21	14,650.00	14,650.00	15,650.00
100.45.580.15	All Other Expense Committee on Accreditation	5,072.86	6,886.32	7,500.00	7,500.00	7,695.00
100.45.580.30	All Other Expense Overweight Truck Enforcement	5,189.28	2,435.71	3,550.00	3,550.00	13,970.00
100.45.580.55	All Other Expense Records Management	4,300.00	6,373.00	-	-	-
100.45.580.57	All Other Expense Police Grant Charges	925,311.56	739,521.37	10,000.00	10,000.00	10,000.00
Department Total: 45 - Police		16,184,881.47	15,987,816.42	16,336,708.00	15,710,799.37	17,380,974.00
Department: 50 - Community Development						
100.50.500.05	Personal Services Salaries - Full Time	1,085,139.15	755,605.42	943,686.00	840,689.17	1,130,194.00
100.50.500.10	Personal Services Salaries - Part Time	49,578.42	51,836.50	12,000.00	16,539.82	-
100.50.500.31	Personal Services Payroll Reimbursement	131.44	-	-	-	-
100.50.500.35	Personal Services Salaries - Overtime	892.03	267.46	2,000.00	2,625.30	3,000.00
100.50.500.40	Personal Services Salaries - Longevity	5,000.00	2,400.00	2,400.00	800.00	800.00
100.50.505.05	Personal Benefits Group & Medical Life	180,141.71	126,641.17	152,499.00	109,991.42	165,990.00
100.50.505.10	Personal Benefits Professional Training	2,940.00	1,117.86	2,500.00	2,500.00	3,000.00
100.50.505.15	Personal Benefits Dues & Memberships	1,126.38	1,239.25	1,500.00	1,500.00	2,000.00
100.50.505.35	Personal Benefits Safety Equipment	1,143.14	-	-	-	-
100.50.505.75	Personal Benefits Employer's Contribution - FICA	65,020.13	48,175.26	59,546.00	52,451.62	70,246.00
100.50.505.80	Personal Benefits Employer's Contribution - IMRF	141,311.50	99,592.25	110,412.00	98,409.38	107,408.00
100.50.505.85	Personal Benefits Employer's Contribution Medicare	15,206.20	11,266.94	13,926.00	12,266.85	16,428.00
100.50.510	Operating Expenses	-	26.29	-	-	-
100.50.510.04	Operating Expenses Travel	-	5,563.85	3,000.00	3,000.00	5,000.00
100.50.510.06	Operating Expenses Per Diem Allowance	-	-	200.00	-	500.00
100.50.510.08	Operating Expenses Reception & Community Affairs	396.51	-	-	-	500.00
100.50.510.10	Operating Expenses Maintenance Contracts	52,181.00	54,810.67	54,000.00	-	55,000.00
100.50.510.14	Operating Expenses Subscriptions & Publications	1,018.80	130.20	700.00	1,620.00	700.00
100.50.510.16	Operating Expenses Printing	50.00	298.50	1,000.00	200.00	700.00
100.50.510.21	Operating Expenses IT Internal Svc Contribution	97,813.20	87,946.00	85,445.00	85,445.00	128,825.00
100.50.510.40	Operating Expenses Supplies - Office	2,079.03	3,806.35	2,000.00	2,000.00	2,000.00
100.50.510.83	Operating Expenses Credit Card Fees	(34.00)	212.00	-	-	-
100.50.515.05	Insurance Premium	35,827.22	1,767.00	1,913.00	2,001.59	2,263.00
100.50.515.15	Insurance Deductible - Worker's Comp	201.00	6,772.99	100.00	2,000.00	100.00
100.50.530.50	Commodities Small Equipment Tools & Hardware	-	407.50	500.00	-	400.00
100.50.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	102,469.92	134,614.00	136,985.00	135,732.94	142,767.00
100.50.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	66,321.85	50,268.00	49,767.00	53,172.59	56,882.00
100.50.555.30	Capital Equipment Capital Replacement	-	-	4,000.00	-	4,000.00
100.50.555.40	Capital Equipment Technology	-	70.00	1,800.00	-	1,800.00
100.50.555.50	Capital Equipment Buildings	-	-	8,055.00	-	8,055.00
100.50.580	All Other Expense	-	215.81	-	175.00	-
100.50.580.05	All Other Expense All Other Expenses	1,207.66	210.00	1,000.00	200.00	1,000.00
100.50.580.10	All Other Expense Consultant Fees	-	2,525.00	-	15,000.00	3,000.00
100.50.580.12	All Other Expense Contractual Inspections	16,722.85	174,126.68	219,000.00	219,000.00	100,000.00
Department Total: 50 - Community Development		1,923,885.14	1,621,912.95	1,869,934.00	1,657,320.69	2,012,558.00
Department: 55 - Public Works						
Division: 05 - Building Services						
100.55.05.505.10	Personal Benefits Professional Training	-	550.00	-	-	-
100.55.05.550.05	Maintenance & Repairs - Other Department Equipment	-	6,367.37	-	-	-
Division Total: 05 - Building Services		-	6,917.37	-	-	-
Division: 10 - Streets						

G/L Account Number	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Estimated Amount	2023 Adopted Budget
100.55.10.500	Personal Services	-	205.95	-	-	-
100.55.10.500.05	Personal Services Salaries - Full Time	553,073.51	500,538.03	578,867.00	565,323.57	541,833.00
100.55.10.500.10	Personal Services Salaries - Part Time	10,464.29	20,732.59	86,211.00	86,731.06	57,840.00
100.55.10.500.15	Personal Services Salaries - Seasonal	-	-	82,373.00	-	84,019.00
100.55.10.500.31	Personal Services Payroll Reimbursement	75.44	-	-	-	-
100.55.10.500.35	Personal Services Salaries - Overtime	80,396.45	93,525.42	203,155.00	128,500.00	203,155.00
100.55.10.500.40	Personal Services Salaries - Longevity	5,485.20	3,029.00	3,600.00	3,600.00	3,600.00
100.55.10.505.05	Personal Benefits Group & Medical Life	131,985.15	106,753.96	131,023.00	108,127.43	106,179.00
100.55.10.505.10	Personal Benefits Professional Training	2,070.00	1,642.12	4,900.00	4,900.00	2,500.00
100.55.10.505.15	Personal Benefits Dues & Memberships	3,869.49	409.87	1,100.00	1,100.00	1,535.00
100.55.10.505.20	Personal Benefits Clothing Allowance	5,075.29	1,127.85	4,350.00	4,350.00	4,470.00
100.55.10.505.35	Personal Benefits Safety Equipment	5,965.33	1,156.07	880.00	880.00	880.00
100.55.10.505.75	Personal Benefits Employer's Contribution - FICA	39,095.73	37,220.76	55,720.00	48,475.08	55,208.00
100.55.10.505.80	Personal Benefits Employer's Contribution - IMRF	83,664.54	71,983.47	77,814.00	78,978.39	70,966.00
100.55.10.505.85	Personal Benefits Employer's Contribution Medicare	9,144.06	8,704.68	5,366.00	11,336.64	12,911.00
100.55.10.510.04	Operating Expenses Travel	-	-	3,300.00	3,220.00	2,600.00
100.55.10.510.06	Operating Expenses Per Diem Allowance	-	-	1,250.00	1,250.00	900.00
100.55.10.510.10	Operating Expenses Maintenance Contracts	48,731.70	113,013.37	236,000.00	236,000.00	190,000.00
100.55.10.510.14	Operating Expenses Subscriptions & Publications	-	325.00	100.00	100.00	100.00
100.55.10.510.21	Operating Expenses IT Internal Svc Contribution	43,098.13	43,967.00	63,237.00	63,237.00	85,314.00
100.55.10.510.40	Operating Expenses Supplies - Office	218.30	100.61	390.00	235.00	500.00
100.55.10.510.50	Operating Expenses Supplies - All Other	3,123.68	4,782.78	6,700.00	6,700.00	6,700.00
100.55.10.510.55	Operating Expenses Operating Equip - Department	3,247.45	2,831.90	3,050.00	3,440.00	3,300.00
100.55.10.515.05	Insurance Premium	25,425.77	38,777.00	41,516.00	43,434.64	50,335.00
100.55.10.515.15	Insurance Deductible - Worker's Comp	72.72	(761.65)	1,435.00	1,435.00	1,435.00
100.55.10.515.20	Insurance Deductible - Non Worker's Co	-	187.00	-	-	-
100.55.10.530.40	Commodities Snow & Ice Control Mix	262,712.85	251,789.49	283,400.00	283,400.00	308,906.00
100.55.10.530.50	Commodities Small Equipment Tools & Hardware	175.06	450.50	500.00	500.00	545.00
100.55.10.530.55	Commodities Traffic & Street Signs	12,443.28	17,330.34	30,000.00	30,000.00	32,700.00
100.55.10.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	476,116.55	73,175.00	74,500.00	73,819.05	77,607.00
100.55.10.535.05	Maintenance & Repairs - Facilities Sidewalks, Curbs, & Bikeways	198,027.10	1,567.50	-	-	-
100.55.10.535.10	Maintenance & Repairs - Facilities Streets & Highways	150,271.12	435,815.49	321,975.00	321,975.00	321,975.00
100.55.10.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	384,027.39	295,858.30	292,913.00	312,957.23	334,788.00
100.55.10.545.05	Maintenance & Repairs - Vehicles Gasoline	9,017.36	6,858.44	-	-	-
100.55.10.545.10	Maintenance & Repairs - Vehicles Diesel Fuel	(3,719.22)	7,200.10	-	-	-
100.55.10.545.15	Maintenance & Repairs - Vehicles Automotive Parts	1,659.89	(25,172.87)	-	-	-
100.55.10.550.05	Maintenance & Repairs - Other Department Equipment	4,455.63	5,715.16	9,200.00	8,562.00	10,000.00
100.55.10.550.10	Maintenance & Repairs - Other Radios	-	-	600.00	600.00	600.00
100.55.10.555.10	Capital Equipment Office and Other Equipment	-	-	600.00	600.00	600.00
100.55.10.555.20	Capital Equipment Automobiles & Trucks	9,079.59	-	-	-	-
100.55.10.555.30	Capital Equipment Capital Replacement	-	-	72,998.00	-	72,998.00
100.55.10.555.40	Capital Equipment Technology	-	-	1,000.00	-	1,000.00
100.55.10.555.50	Capital Equipment Buildings	-	-	5,370.00	-	5,370.00
100.55.10.580.05	All Other Expense All Other Expenses	216.03	-	-	-	-
Division Total: 10 - Streets		2,558,764.86	2,120,840.23	2,685,393.00	2,433,767.10	2,653,369.00
Division: 15 - Administration						
100.55.15.500.05	Personal Services Salaries - Full Time	804,232.59	824,093.47	950,748.00	726,734.25	802,071.00
100.55.15.500.31	Personal Services Payroll Reimbursement	62.33	-	-	-	-
100.55.15.500.35	Personal Services Salaries - Overtime	111.96	2,191.95	3,100.00	-	3,100.00
100.55.15.500.40	Personal Services Salaries - Longevity	3,600.00	3,600.00	3,400.00	2,300.00	2,500.00
100.55.15.505.05	Personal Benefits Group & Medical Life	130,315.70	162,942.41	178,263.00	149,245.93	153,947.00
100.55.15.505.10	Personal Benefits Professional Training	7,445.27	9,170.73	11,900.00	8,000.00	42,000.00
100.55.15.505.15	Personal Benefits Dues & Memberships	4,319.51	6,195.98	10,050.00	8,000.00	10,550.00
100.55.15.505.20	Personal Benefits Clothing Allowance	5,294.59	1,062.00	3,200.00	5,646.00	5,215.00
100.55.15.505.35	Personal Benefits Safety Equipment	451.89	-	100.00	100.00	100.00
100.55.15.505.75	Personal Benefits Employer's Contribution - FICA	45,210.13	47,744.99	57,090.00	44,162.97	48,141.00
100.55.15.505.80	Personal Benefits Employer's Contribution - IMRF	110,097.76	117,920.89	111,238.00	85,266.51	76,567.00
100.55.15.505.85	Personal Benefits Employer's Contribution Medicare	11,427.71	11,582.98	13,926.00	10,328.37	13,122.00
100.55.15.510.04	Operating Expenses Travel	55.00	790.27	6,850.00	5,000.00	9,800.00
100.55.15.510.06	Operating Expenses Per Diem Allowance	68.03	68.75	1,850.00	1,000.00	2,100.00
100.55.15.510.10	Operating Expenses Maintenance Contracts	17,617.31	10,451.74	-	-	-
100.55.15.510.14	Operating Expenses Subscriptions & Publications	325.00	50.00	500.00	500.00	500.00
100.55.15.510.21	Operating Expenses IT Internal Svc Contribution	50,404.40	36,644.00	81,036.00	81,036.00	72,340.00
100.55.15.510.40	Operating Expenses Supplies - Office	1,257.20	1,147.85	1,500.00	1,500.00	1,500.00
100.55.15.510.50	Operating Expenses Supplies - All Other	446.68	413.09	600.00	400.00	600.00
100.55.15.515.05	Insurance Premium	26,581.49	8,927.00	9,535.00	9,976.57	11,561.00
100.55.15.515.10	Insurance Unemployment Insurance	-	-	1,475.00	-	1,475.00
100.55.15.515.15	Insurance Deductible - Worker's Comp	1,233.00	-	1,600.00	-	1,600.00
100.55.15.515.20	Insurance Deductible - Non Worker's Co	-	171.00	1,075.00	-	-

G/L Account Number	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Estimated Amount	2023 Estimated Amount
100.55.15.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	14,258.26	30,720.00	31,242.00	30,956.44	32,580.00
100.55.15.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	2,567.75	1,436.00	1,422.00	1,519.31	1,625.00
100.55.15.550.05	Maintenance & Repairs - Other Department Equipment	95.07	-	200.00	200.00	200.00
100.55.15.555.10	Capital Equipment Office and Other Equipment	-	-	3,800.00	3,800.00	3,800.00
100.55.15.555.40	Capital Equipment Technology	-	-	1,000.00	-	1,000.00
100.55.15.555.50	Capital Equipment Buildings	-	-	3,580.00	-	3,580.00
100.55.15.580.05	All Other Expense All Other Expenses	2,236.66	-	-	-	-
Division Total: 15 - Administration		1,239,715.29	1,277,325.10	1,490,280.00	1,175,672.35	1,302,649.00
Division: 20 - Forestry						
100.55.20.500.05	Personal Services Salaries - Full Time	785,080.89	623,683.67	644,852.00	658,646.48	672,272.00
100.55.20.500.10	Personal Services Salaries - Part Time	83,058.43	75,715.91	-	125,116.14	-
100.55.20.500.15	Personal Services Salaries - Seasonal	-	-	138,120.00	-	143,889.00
100.55.20.500.31	Personal Services Payroll Reimbursement	101.95	-	-	-	-
100.55.20.500.35	Personal Services Salaries - Overtime	24,078.32	29,201.32	55,000.00	30,000.00	55,000.00
100.55.20.500.40	Personal Services Salaries - Longevity	5,400.00	4,400.00	4,600.00	4,600.00	4,800.00
100.55.20.505.05	Personal Benefits Group & Medical Life	202,074.08	162,854.01	167,075.00	146,980.85	139,064.00
100.55.20.505.10	Personal Benefits Professional Training	3,390.49	2,396.92	7,500.00	7,500.00	8,500.00
100.55.20.505.15	Personal Benefits Dues & Memberships	2,327.88	2,038.87	3,800.00	3,800.00	3,850.00
100.55.20.505.20	Personal Benefits Clothing Allowance	6,127.66	1,762.24	5,075.00	5,075.00	5,215.00
100.55.20.505.35	Personal Benefits Safety Equipment	1,616.15	2,129.10	2,285.00	2,285.00	2,475.00
100.55.20.505.75	Personal Benefits Employer's Contribution - FICA	51,464.79	44,102.12	52,555.00	49,704.59	54,310.00
100.55.20.505.80	Personal Benefits Employer's Contribution - IMRF	106,051.79	90,354.34	75,448.00	83,003.16	69,400.00
100.55.20.505.85	Personal Benefits Employer's Contribution Medicare	12,036.25	10,314.35	12,291.00	11,624.17	12,701.00
100.55.20.510.04	Operating Expenses Travel	-	887.04	3,975.00	3,975.00	5,675.00
100.55.20.510.06	Operating Expenses Per Diem Allowance	-	-	1,250.00	750.00	1,650.00
100.55.20.510.10	Operating Expenses Maintenance Contracts	267,192.46	398,404.96	540,000.00	540,000.00	575,000.00
100.55.20.510.12	Operating Expenses Equipment Rental	-	-	250.00	-	250.00
100.55.20.510.14	Operating Expenses Subscriptions & Publications	-	-	100.00	-	100.00
100.55.20.510.21	Operating Expenses IT Internal Svc Contribution	78,138.92	54,924.00	75,170.00	75,170.00	85,314.00
100.55.20.510.40	Operating Expenses Supplies - Office	179.97	749.05	280.00	280.00	280.00
100.55.20.510.50	Operating Expenses Supplies - All Other	17,885.77	22,975.44	22,575.00	19,000.00	24,275.00
100.55.20.510.55	Operating Expenses Operating Equip - Department	2,192.40	10,971.79	9,000.00	9,000.00	9,000.00
100.55.20.515.05	Insurance Premium	39,217.33	25,758.00	27,608.00	28,886.55	33,473.00
100.55.20.515.10	Insurance Unemployment Insurance	(3,152.96)	(487.29)	-	-	-
100.55.20.515.15	Insurance Deductible - Worker's Comp	945.37	2,462.93	2,265.00	971.41	2,265.00
100.55.20.515.20	Insurance Deductible - Non Worker's Co	-	676.00	-	-	-
100.55.20.530.45	Commodities Chemicals and Fertilizers	323.87	1,989.03	3,000.00	3,000.00	3,000.00
100.55.20.530.50	Commodities Small Equipment Tools & Hardware	789.61	827.22	750.00	750.00	750.00
100.55.20.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	100,382.07	64,891.00	66,088.00	65,483.94	68,821.00
100.55.20.535.30	Maintenance & Repairs - Facilities Parkway Trees	(19,187.84)	63,027.40	155,000.00	155,000.00	175,000.00
100.55.20.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	243,895.88	188,143.00	186,270.00	199,016.58	212,899.00
100.55.20.550.05	Maintenance & Repairs - Other Department Equipment	95.07	-	650.00	650.00	650.00
100.55.20.550.10	Maintenance & Repairs - Other Radios	-	-	250.00	250.00	250.00
100.55.20.555.30	Capital Equipment Capital Replacement	-	-	-	-	60,000.00
100.55.20.555.40	Capital Equipment Technology	-	-	1,000.00	-	1,000.00
100.55.20.555.50	Capital Equipment Buildings	-	-	9,845.00	-	9,845.00
100.55.20.580.05	All Other Expense All Other Expenses	216.03	-	-	-	-
Division Total: 20 - Forestry		2,011,922.63	1,885,152.42	2,273,927.00	2,230,518.86	2,440,973.00
Division: 25 - Drainage						
100.55.25.500.05	Personal Services Salaries - Full Time	169,853.97	142,695.70	177,912.00	182,037.77	191,058.00
100.55.25.500.35	Personal Services Salaries - Overtime	3,318.84	6,212.47	9,000.00	7,000.00	9,000.00
100.55.25.500.40	Personal Services Salaries - Longevity	571.55	107.00	-	500.00	500.00
100.55.25.505.05	Personal Benefits Group & Medical Life	33,721.28	25,925.99	39,453.00	51,746.54	52,063.00
100.55.25.505.10	Personal Benefits Professional Training	-	154.80	2,100.00	2,260.00	2,400.00
100.55.25.505.15	Personal Benefits Dues & Memberships	105.00	7,906.96	700.00	7,500.00	7,500.00
100.55.25.505.20	Personal Benefits Clothing Allowance	2,282.21	379.00	1,700.00	1,815.00	1,490.00
100.55.25.505.35	Personal Benefits Safety Equipment	600.62	1,470.65	1,500.00	1,400.00	1,000.00
100.55.25.505.75	Personal Benefits Employer's Contribution - FICA	10,575.28	9,047.00	11,694.00	11,505.01	12,435.00
100.55.25.505.80	Personal Benefits Employer's Contribution - IMRF	24,452.03	20,788.00	20,816.00	23,444.65	19,013.00
100.55.25.505.85	Personal Benefits Employer's Contribution Medicare	2,473.41	2,115.17	2,735.00	2,595.26	2,908.00
100.55.25.510.04	Operating Expenses Travel	-	-	950.00	950.00	1,500.00
100.55.25.510.06	Operating Expenses Per Diem Allowance	-	-	400.00	400.00	800.00
100.55.25.510.10	Operating Expenses Maintenance Contracts	2,550.00	-	-	-	-
100.55.25.510.12	Operating Expenses Equipment Rental	-	-	1,200.00	100.00	300.00
100.55.25.510.14	Operating Expenses Subscriptions & Publications	-	60.00	100.00	100.00	100.00
100.55.25.510.21	Operating Expenses IT Internal Svc Contribution	14,802.48	13,145.00	22,275.00	22,275.00	25,737.00
100.55.25.510.40	Operating Expenses Supplies - Office	-	2.18	500.00	490.00	500.00
100.55.25.510.50	Operating Expenses Supplies - All Other	958.72	210.00	540.00	5	

G/L Account Number	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Estimated Amount	2023 Adopted Budget
100.55.25.510.55	Operating Expenses Operating Equip - Department	-	241.83	2,500.00	2,400.00	3,500.00
100.55.25.515.05	Insurance Premium	9,708.02	11,252.00	12,073.00	12,632.11	14,638.00
100.55.25.515.10	Insurance Unemployment Insurance	-	-	10,341.00	-	10,341.00
100.55.25.515.15	Insurance Deductible - Worker's Comp	613.57	-	-	-	-
100.55.25.530.50	Commodities Small Equipment Tools & Hardware	1,275.94	1,889.99	1,300.00	1,285.00	1,400.00
100.55.25.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	57,415.87	23,644.00	24,032.00	23,812.34	25,076.00
100.55.25.540.35	Maintenance & Repairs - Water & Sewer Storm and Sanitary Sewers	2,662.33	8,607.93	12,000.00	9,000.00	10,000.00
100.55.25.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	58,620.35	44,523.00	44,079.00	47,095.35	50,381.00
100.55.25.550.05	Maintenance & Repairs - Other Department Equipment	818.04	1,003.55	3,100.00	2,750.00	3,100.00
100.55.25.550.10	Maintenance & Repairs - Other Radios	-	-	-	-	300.00
100.55.25.550.30	Maintenance & Repairs - Other Staff Equipment	-	-	700.00	-	-
100.55.25.555.30	Capital Equipment Capital Replacement	-	-	18,301.00	-	18,301.00
100.55.25.555.40	Capital Equipment Technology	-	-	750.00	-	750.00
100.55.25.555.50	Capital Equipment Buildings	-	-	1,800.00	-	1,800.00
100.55.25.560.40	Capital Projects Improvements Other Than Building	222,871.02	175,375.68	20,000.00	400,000.00	200,000.00
100.55.25.580.05	All Other Expense All Other Expenses	216.04	-	-	-	-
	Division Total: 25 - Drainage	620,466.57	496,757.90	444,551.00	815,634.02	669,891.00
Division: 30 - Central Garage						
100.55.30.500.35	Personal Services Salaries - Overtime	18.77	-	-	-	-
100.55.30.505.75	Personal Benefits Employer's Contribution - FICA	1.14	-	-	-	-
	Division Total: 30 - Central Garage	19.91	-	-	-	-
	Department Total: 55 - Public Works	6,430,889.26	5,786,993.02	6,894,151.00	6,655,592.33	7,066,882.00
Department: 60 - Engineering						
100.60.500.05	Personal Services Salaries - Full Time	472,027.27	424,618.63	476,864.00	437,943.18	485,027.00
100.60.500.10	Personal Services Salaries - Part Time	-	12,247.50	12,000.00	7,696.79	15,000.00
100.60.500.31	Personal Services Payroll Reimbursement	44.23	-	-	-	-
100.60.500.35	Personal Services Salaries - Overtime	2,651.68	-	600.00	200.00	600.00
100.60.500.40	Personal Services Salaries - Longevity	1,000.00	400.00	1,200.00	400.00	600.00
100.60.505.05	Personal Benefits Group & Medical Life	75,621.60	63,655.43	78,197.00	61,533.65	62,088.00
100.60.505.10	Personal Benefits Professional Training	887.77	13,914.75	4,000.00	-	-
100.60.505.15	Personal Benefits Dues & Memberships	956.77	1,792.57	1,500.00	-	1,500.00
100.60.505.20	Personal Benefits Clothing Allowance	2,154.66	1,017.50	4,200.00	2,700.00	2,980.00
100.60.505.35	Personal Benefits Safety Equipment	-	17.99	300.00	400.00	300.00
100.60.505.40	Personal Benefits Tuition Reimbursement	-	-	6,000.00	500.00	2,000.00
100.60.505.75	Personal Benefits Employer's Contribution - FICA	27,601.83	24,679.65	29,291.00	27,001.11	30,093.00
100.60.505.80	Personal Benefits Employer's Contribution - IMRF	64,370.95	56,167.74	55,793.00	47,650.88	46,094.00
100.60.505.85	Personal Benefits Employer's Contribution Medicare	6,645.58	5,932.65	7,180.00	6,314.43	7,268.00
100.60.510.04	Operating Expenses Travel	-	952.30	2,150.00	2,000.00	3,000.00
100.60.510.06	Operating Expenses Per Diem Allowance	-	139.36	650.00	300.00	650.00
100.60.510.14	Operating Expenses Subscriptions & Publications	218.08	348.25	350.00	-	350.00
100.60.510.16	Operating Expenses Printing	3,220.78	1,888.41	600.00	600.00	600.00
100.60.510.21	Operating Expenses IT Internal Svc Contribution	54,340.99	36,671.00	44,094.00	44,094.00	50,342.00
100.60.510.40	Operating Expenses Supplies - Office	1,776.78	2,001.27	1,700.00	1,700.00	1,800.00
100.60.510.50	Operating Expenses Supplies - All Other	1,400.17	863.83	2,100.00	2,100.00	1,500.00
100.60.510.55	Operating Expenses Operating Equip - Department	274.00	173.96	-	-	600.00
100.60.515.05	Insurance Premium	14,716.13	15,622.00	16,737.00	17,510.10	20,292.00
100.60.515.15	Insurance Deductible - Worker's Comp	239.00	-	-	-	-
100.60.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	14,258.26	20,020.00	20,428.00	20,241.28	21,232.00
100.60.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	20,324.80	15,799.00	15,641.00	16,711.32	17,877.00
100.60.550.05	Maintenance & Repairs - Other Department Equipment	-	-	500.00	200.00	300.00
100.60.550.10	Maintenance & Repairs - Other Radios	-	-	300.00	-	-
100.60.555.30	Capital Equipment Capital Replacement	-	-	1,000.00	-	3,800.00
100.60.555.40	Capital Equipment Technology	-	-	1,000.00	-	3,000.00
100.60.555.50	Capital Equipment Buildings	-	-	4,500.00	-	4,475.00
100.60.580.05	All Other Expense All Other Expenses	633.31	210.00	-	-	-
100.60.580.10	All Other Expense Consultant Fees	-	13,988.38	-	-	-
	Department Total: 60 - Engineering	765,364.64	713,122.17	788,875.00	697,796.75	783,368.00
Department: 67 - Non-Departmental						
100.67.580.07	All Other Expense Sales Tax Rebates/Incentives	-	3,098,286.52	2,540,000.00	2,700,000.00	2,700,000.00
	Department Total: 67 - Non-Departmental	-	3,098,286.52	2,540,000.00	2,700,000.00	2,700,000.00
Department: 70 - Transfer Non-Operating						
Division: 40 - General Government						
100.70.40.570.01	Operating Transfers From Assigned Reserves-Veh/Equip	-	1,705,147.42	2,205,000.00	1,357,000.00	3,678,500.00
100.70.40.570.02	Operating Transfers Fr Assigned Reserves-Facilities	-	138,190.44	1,036,200.00	1,036,200.00	5,915,500.00
100.70.40.570.20	Operating Transfers Debt Service Fund	118,600.00	402,511.00	397,603.00	397,603.00	700,000.00
100.70.40.570.25	Operating Transfers Retiree Health Savings Fund	2,100,000.00	-	-	-	-
100.70.40.570.30	Operating Transfers Capital Projects Fund	2,888,314.60	651,385.76	-	-	-

G/L Account Number	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Estimated Amount	2023 Estimated Amount
100.70.40.570.45	Operating Transfers TIF Fund	72,958.65	-	-	-	-
100.70.40.570.60	Operating Transfers Arboretum Golf Course Fund	-	129,794.00	-	-	-
100.70.40.570.85	Operating Transfers Metra Parking Lot Fund	130,000.00	150,000.00	172,000.00	172,000.00	172,000.00
100.70.40.580.05	All Other Expense All Other Expenses	51,100.67	9,013.50	200,000.00	200,000.00	200,000.00
	Division Total: 40 - General Government	5,360,973.92	3,186,042.12	4,010,803.00	3,162,803.00	10,666,000.00
Division: 50 - Public Works						
100.70.50.570.30	Operating Transfers Capital Projects Fund	-	980,000.00	1,380,000.00	1,380,000.00	980,000.00
	Division Total: 50 - Public Works	-	980,000.00	1,380,000.00	1,380,000.00	980,000.00
	Department Total: 70 - Transfer Non-Operating	5,360,973.92	4,166,042.12	5,390,803.00	4,542,803.00	11,646,000.00
	EXPENSES Total	47,045,638.69	48,657,515.40	52,136,718.00	49,922,389.17	60,549,697.00
	Fund EXPENSE Total: 100 - General Fund	47,045,638.69	48,657,515.40	52,136,718.00	49,922,389.17	60,549,697.00
Fund: 120 - Metra Parking Lot Fund						
EXPENSES						
Department: 81 - Metra Parking						
120.81.510.10	Operating Expenses Maintenance Contracts	6,607.48	6,617.74	9,000.00	7,500.00	8,120.00
120.81.510.50	Operating Expenses Supplies - All Other	-	456.87	750.00	-	650.00
120.81.510.83	Operating Expenses Credit Card Fees	6,202.27	2,539.23	4,000.00	4,596.00	5,000.00
120.81.510.92	Operating Expenses Lease Payments	135,521.80	136,193.00	138,917.00	140,528.00	141,695.00
120.81.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	29,952.50	44,181.00	44,992.00	44,580.76	46,857.00
120.81.535.25	Maintenance & Repairs - Facilities Parking Lots	-	2,600.00	2,500.00	-	2,500.00
	Department Total: 81 - Metra Parking	178,284.05	192,587.84	200,159.00	197,204.76	204,822.00
	EXPENSES Total	178,284.05	192,587.84	200,159.00	197,204.76	204,822.00
	Fund EXPENSE Total: 120 - Metra Parking Lot Fund	178,284.05	192,587.84	200,159.00	197,204.76	204,822.00
Fund: 125 - Lake Cook Rd TIF Fund						
EXPENSES						
Department: 50 - Community Development						
125.50.580.10	All Other Expense Consultant Fees	72,958.70	19,007.50	-	-	30,000.00
	Department Total: 50 - Community Development	72,958.70	19,007.50	-	-	30,000.00
	EXPENSES Total	72,958.70	19,007.50	-	-	30,000.00
	Fund EXPENSE Total: 125 - Lake Cook Rd TIF Fund	72,958.70	19,007.50	-	-	30,000.00
Fund: 130 - Motor Fuel Tax Fund						
EXPENSES						
Department: 75 - Capital Improvement						
130.75.560.20	Capital Projects Streets & Highways	-	0.67	-	-	-
130.75.570.10	Operating Transfers Corporate Fund	988,314.60	651,385.76	-	-	-
130.75.570.15	Operating Transfers Capital Projects Streets	-	331,644.00	1,711,600.00	1,711,600.00	1,075,000.00
130.75.570.20	Operating Transfers Debt Service Fund	-	800,000.00	800,000.00	800,000.00	875,000.00
	Department Total: 75 - Capital Improvement	988,314.60	1,783,030.43	2,511,600.00	2,511,600.00	1,950,000.00
	EXPENSES Total	988,314.60	1,783,030.43	2,511,600.00	2,511,600.00	1,950,000.00
	Fund EXPENSE Total: 130 - Motor Fuel Tax Fund	988,314.60	1,783,030.43	2,511,600.00	2,511,600.00	1,950,000.00
Fund: 135 - Local Motor Fuel Tax Fund						
EXPENSES						
Department: 75 - Capital Improvement						
135.75.570.20	Operating Transfers Debt Service Fund	-	481,950.00	441,950.00	441,950.00	416,492.00
135.75.570.30	Operating Transfers Capital Projects Fund	200,000.00	-	-	-	-
	Department Total: 75 - Capital Improvement	200,000.00	481,950.00	441,950.00	441,950.00	416,492.00
	EXPENSES Total	200,000.00	481,950.00	441,950.00	441,950.00	416,492.00
	Fund EXPENSE Total: 135 - Local Motor Fuel Tax Fund	200,000.00	481,950.00	441,950.00	441,950.00	416,492.00
Fund: 140 - Debt Service Fund						
EXPENSES						
Department: 85 - Debt						
140.85.565.10	Debt Service Principal	1,299,030.00	2,550,445.00	2,570,990.00	2,570,990.00	2,591,265.00
140.85.565.20	Debt Service Interest	857,079.02	1,198,613.60	1,100,782.00	1,100,782.00	2,160,412.00
140.85.565.30	Debt Service Paying Agent Fees	1,939.17	2,158.75	5,000.00	5,000.00	5,000.00
140.85.565.40	Debt Service Bond Issue Costs	337,025.78	-	-	-	-
140.85.570.10	Operating Transfers Corporate Fund	240,000.00	-	-	-	-
140.85.570.15	Operating Transfers Capital Projects Streets	5,783,647.01	4,345,095.55	2,346,270.00	2,346,270.00	-
140.85.570.40	Operating Transfers Water & Sewer Fund	3,553,407.53	4,267,893.72	4,285,252.00	4,285,252.00	-
	Department Total: 85 - Debt	12,072,128.51	12,364,206.62	10,308,294.00	10,308,294.00	4,756,677.00
	EXPENSES Total	12,072,128.51	12,364,206.62	10,308,294.00	10,308,294.00	4,756,677.00
	Fund EXPENSE Total: 140 - Debt Service Fund	12,072,128.51	12,364,206.62	10,308,294.00	10,308,294.00	4,756,677.00
Fund: 150 - Capital Projects Facilities Fund						
EXPENSES						
Department: 75 - Capital Improvement						
150.75.560.30	Capital Projects Buildings & Structures	511,270.02	138,190.44	976,200.00	13,967,535.00	15,948,500.00
150.75.560.40	Capital Projects Improvements Other Than Building	-	-	60,000.00	-	107,000.00
150.75.565.40	Debt Service Bond Issue Costs	-	-	-	129,339.00	-
	Department Total: 75 - Capital Improvement	511,270.02	138,190.44	1,036,200.00	14,096,874.00	16,055,500.00
	EXPENSES Total	511,270.02	138,190.44	1,036,200.00	14,096,874.00	16,055,500.00
	Fund EXPENSE Total: 150 - Capital Projects Facilities Fund	511,270.02	138,190.44	1,036,200.00	14,096,874.00	16,055,500.00
Fund: 155 - Capital Projects Vehicles/Equip						
EXPENSES						

G/L Account Number	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Estimated Amount	2021 Actual Amount
Department: 75 - Capital Improvement						
155.75.555.10	Capital Equipment Office and Other Equipment	-	899.00	-	-	-
155.75.555.20	Capital Equipment Automobiles & Trucks	1,307,998.46	1,217,116.37	1,775,000.00	927,000.00	3,108,000.00
155.75.560.50	Capital Projects Technology	15,894.52	487,132.05	430,000.00	430,000.00	570,500.00
155.75.580.05	All Other Expense All Other Expenses	8,362.25	-	-	-	-
Department Total: 75 - Capital Improvement		1,332,255.23	1,705,147.42	2,205,000.00	1,357,000.00	3,678,500.00
EXPENSES Total		1,332,255.23	1,705,147.42	2,205,000.00	1,357,000.00	3,678,500.00
Fund EXPENSE Total: 155 - Capital Projects Vehides/Equip		1,332,255.23	1,705,147.42	2,205,000.00	1,357,000.00	3,678,500.00
Fund: 160 - Capital Projects Streets Fund						
EXPENSES						
Department: 75 - Capital Improvement						
160.75.560.20	Capital Projects Streets & Highways	7,501,188.03	6,482,062.50	5,437,870.00	5,437,870.00	2,746,000.00
160.75.580.05	All Other Expense All Other Expenses	3,879.00	-	-	-	-
Department Total: 75 - Capital Improvement		7,505,067.03	6,482,062.50	5,437,870.00	5,437,870.00	2,746,000.00
EXPENSES Total		7,505,067.03	6,482,062.50	5,437,870.00	5,437,870.00	2,746,000.00
Fund EXPENSE Total: 160 - Capital Projects Streets Fund		7,505,067.03	6,482,062.50	5,437,870.00	5,437,870.00	2,746,000.00
Fund: 170 - Water & Sewer Fund						
EXPENSES						
Department: 55 - Public Works						
Division: 35 - Water						
170.55.35.500.05	Personal Services Salaries - Full Time	569,365.34	611,062.35	640,898.00	636,414.03	674,226.00
170.55.35.500.10	Personal Services Salaries - Part Time	-	115.00	-	1,157.01	-
170.55.35.500.31	Personal Services Payroll Reimbursement	45.41	-	-	-	-
170.55.35.500.35	Personal Services Salaries - Overtime	85,127.44	83,575.11	100,000.00	84,799.68	100,000.00
170.55.35.500.40	Personal Services Salaries - Longevity	2,800.00	2,800.00	2,800.00	2,800.00	2,800.00
170.55.35.505.05	Personal Benefits Group & Medical Life	97,097.07	97,150.70	103,750.00	80,169.60	81,477.00
170.55.35.505.10	Personal Benefits Professional Training	663.00	2,823.00	6,100.00	3,939.00	6,100.00
170.55.35.505.15	Personal Benefits Dues & Memberships	1,081.64	637.87	1,000.00	737.00	1,100.00
170.55.35.505.20	Personal Benefits Clothing Allowance	6,917.54	1,517.00	5,800.00	5,800.00	5,960.00
170.55.35.505.35	Personal Benefits Safety Equipment	6,070.26	3,884.89	5,000.00	4,500.00	2,500.00
170.55.35.505.75	Personal Benefits Employer's Contribution - FICA	40,074.53	42,474.03	46,469.00	44,317.93	48,176.00
170.55.35.505.80	Personal Benefits Employer's Contribution - IMRF	88,488.82	91,096.88	74,986.00	83,414.61	73,662.00
170.55.35.505.85	Personal Benefits Employer's Contribution Medicare	9,372.37	9,933.67	10,868.00	10,364.38	11,267.00
170.55.35.510.04	Operating Expenses Travel	-	-	3,150.00	624.00	3,000.00
170.55.35.510.06	Operating Expenses Per Diem Allowance	-	-	1,300.00	846.00	1,500.00
170.55.35.510.10	Operating Expenses Maintenance Contracts	48,031.15	179,682.52	45,500.00	45,500.00	47,500.00
170.55.35.510.12	Operating Expenses Equipment Rental	-	-	500.00	-	500.00
170.55.35.510.14	Operating Expenses Subscriptions & Publications	-	-	400.00	-	400.00
170.55.35.510.16	Operating Expenses Printing	6,125.46	6,184.44	6,500.00	4,500.00	4,500.00
170.55.35.510.21	Operating Expenses IT Internal Svc Contribution	62,980.65	82,067.00	185,794.00	185,794.00	203,007.00
170.55.35.510.40	Operating Expenses Supplies - Office	508.59	901.58	600.00	1,224.00	700.00
170.55.35.510.50	Operating Expenses Supplies - All Other	3,351.86	410.66	2,500.00	2,200.00	5,000.00
170.55.35.510.55	Operating Expenses Operating Equip - Department	4,288.09	2,559.87	5,000.00	4,800.00	5,500.00
170.55.35.510.83	Operating Expenses Credit Card Fees	11,172.52	13,045.29	9,600.00	13,928.00	14,485.00
170.55.35.510.84	Operating Expenses Bank Fees	-	(450.07)	-	-	-
170.55.35.510.90	Operating Expenses Northwest Water Commission	1,756,594.00	1,856,787.00	1,725,000.00	1,925,672.00	1,984,569.00
170.55.35.515.05	Insurance Premium	15,717.75	62,396.00	66,832.00	69,927.04	79,054.00
170.55.35.515.15	Insurance Deductible - Worker's Comp	3,035.07	325.62	5,090.00	5,090.00	5,090.00
170.55.35.515.20	Insurance Deductible - Non Wrker's Co	-	680.00	-	-	-
170.55.35.530.15	Commodities Electricity - Water & Sewer	209,118.29	223,165.92	200,000.00	200,000.00	200,000.00
170.55.35.530.20	Commodities Gas - Facilities	2,117.75	2,268.90	2,000.00	3,209.00	3,500.00
170.55.35.530.45	Commodities Chemicals and Fertilizers	3,380.95	4,509.16	5,200.00	4,045.00	5,200.00
170.55.35.530.50	Commodities Small Equipment Tools & Hardware	1,069.13	764.05	1,700.00	1,600.00	1,800.00
170.55.35.530.60	Commodities Water Sample Analysis	24,095.43	14,937.50	25,000.00	15,000.00	25,000.00
170.55.35.530.65	Commodities Water Meter Purchases	15,800.95	33,257.85	15,000.00	34,391.00	20,000.00
170.55.35.535.01	Maintenance & Repairs - Facilities Building Mnt	151,318.66	153,598.00	156,348.00	154,918.94	162,901.00
170.55.35.535.05	Maintenance & Repairs - Facilities Sidewalks, Curbs, & Bikeways	-	40,860.00	40,000.00	40,000.00	40,000.00
170.55.35.540.05	Maintenance & Repairs - Water & Sewer Well Equipment	7,248.09	3,157.37	10,000.00	9,000.00	10,000.00
170.55.35.540.10	Maintenance & Repairs - Water & Sewer Pumping Stations	15,021.77	5,838.41	394,000.00	22,169.00	394,000.00
170.55.35.540.15	Maintenance & Repairs - Water & Sewer Watermains & Services	41,313.20	28,713.63	20,000.00	29,402.00	30,000.00
170.55.35.540.20	Maintenance & Repairs - Water & Sewer Reservoirs	-	326.69	2,000.00	2,000.00	2,000.00
170.55.35.540.25	Maintenance & Repairs - Water & Sewer Water Meters	7,980.40	4,237.34	8,000.00	7,000.00	8,000.00
170.55.35.540.30	Maintenance & Repairs - Water & Sewer Hydrants & Valves	21,289.43	29,194.70	21,000.00	21,000.00	24,000.00
170.55.35.545.01	Maintenance & Repairs - Vehides Central Garage	200,892.68	153,774.00	152,244.00	162,662.15	174,009.00
170.55.35.550.05	Maintenance & Repairs - Other Department Equipment	4,031.54	17,724.01	16,000.00	15,000.00	31,000.00
170.55.35.555.10	Capital Equipment Office and Other Equipment	-	-	-	-	100,000.00
170.55.35.555.20	Capital Equipment Automobiles & Trucks	-	-	-	-	93,000.00
170.55.35.560.60	Capital Projects Water System	0.07	41,923.19	7,741,445.00	7,741,445.00	

G/L Account Number	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Estimated Amount	2021 Adopted Budget
170.55.35.565.10	Debt Service Principal	-	-	510,746.00	510,746.00	568,838.00
170.55.35.565.20	Debt Service Interest	144,957.01	134,968.00	123,756.00	123,756.00	111,233.00
170.55.35.570.10	Operating Transfers Corporate Fund	780,000.00	780,000.00	999,600.00	780,000.00	780,000.00
170.55.35.570.20	Operating Transfers Debt Service Fund	769,050.00	1,461,950.00	1,421,950.00	1,421,950.00	2,224,912.00
170.55.35.580.05	All Other Expense All Other Expenses	(3,768.72)	140,292.09	78,750.00	76,967.00	79,661.00
170.55.35.580.72	All Other Expense OPEB Expense	55,310.00	39,860.00	-	-	-
170.55.35.581	IMRF Expenditure	12,108.00	(221,672.00)	-	-	-
170.55.35.800	Depreciation	1,574,640.00	1,588,305.00	-	-	-
Division Total: 35 - Water		6,855,883.19	7,833,614.22	15,000,176.00	14,594,779.37	9,859,127.00
Division: 36 - Sewer						
170.55.36.500.05	Personal Services Salaries - Full Time	286,718.39	304,890.25	315,774.00	324,822.00	399,459.00
170.55.36.500.31	Personal Services Payroll Reimbursement	83.85	-	-	-	-
170.55.36.500.35	Personal Services Salaries - Overtime	16,438.40	11,089.27	26,000.00	23,000.00	26,000.00
170.55.36.500.40	Personal Services Salaries - Longevity	1,771.55	1,307.00	2,600.00	2,100.00	2,100.00
170.55.36.505.05	Personal Benefits Group & Medical Life	93,811.16	95,969.81	96,477.00	96,742.59	124,448.00
170.55.36.505.10	Personal Benefits Professional Training	854.00	829.50	2,500.00	1,885.71	2,500.00
170.55.36.505.15	Personal Benefits Dues & Memberships	435.00	1,335.81	1,550.00	1,500.00	1,500.00
170.55.36.505.20	Personal Benefits Clothing Allowance	2,815.65	531.00	3,500.00	3,300.00	2,980.00
170.55.36.505.35	Personal Benefits Safety Equipment	2,729.21	3,178.34	6,000.00	5,120.00	2,100.00
170.55.36.505.75	Personal Benefits Employer's Contribution - FICA	17,451.30	18,256.55	21,569.00	20,761.66	26,509.00
170.55.36.505.80	Personal Benefits Employer's Contribution - IMRF	42,036.71	43,030.19	36,946.00	40,759.02	40,533.00
170.55.36.505.85	Personal Benefits Employer's Contribution Medicare	4,081.03	4,270.20	5,045.00	4,855.44	6,200.00
170.55.36.510.10	Operating Expenses Maintenance Contracts	42,097.95	49,869.39	55,280.00	55,280.00	58,500.00
170.55.36.510.12	Operating Expenses Equipment Rental	-	-	300.00	-	300.00
170.55.36.510.14	Operating Expenses Subscriptions & Publications	-	-	-	-	200.00
170.55.36.510.21	Operating Expenses IT Internal Svc Contribution	27,991.40	63,948.00	46,825.00	46,825.00	63,839.00
170.55.36.510.40	Operating Expenses Supplies - Office	196.75	343.80	500.00	425.00	500.00
170.55.36.510.50	Operating Expenses Supplies - All Other	6,491.70	2,685.68	4,500.00	4,890.00	5,800.00
170.55.36.510.55	Operating Expenses Operating Equip - Department	1,069.04	1,310.62	6,500.00	5,600.00	6,600.00
170.55.36.515.05	Insurance Premium	18,029.18	42,124.00	45,171.00	47,262.90	53,432.00
170.55.36.515.20	Insurance Deductible - Non Wrker's Co	-	154.00	-	-	-
170.55.36.530.15	Commodities Electricity - Water & Sewer	44,725.97	34,439.53	40,000.00	36,000.00	40,000.00
170.55.36.530.50	Commodities Small Equipment Tools & Hardware	1,530.09	1,175.80	1,700.00	1,580.00	1,600.00
170.55.36.530.70	Commodities Lake County Tap-On Fees	308,780.60	484,305.00	100,000.00	375,000.00	100,000.00
170.55.36.530.75	Commodities Lake County Sanitary Sewer Fees	3,153,345.98	3,658,366.08	3,696,900.00	3,696,900.00	3,811,492.00
170.55.36.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	41,992.63	129,264.00	131,585.00	130,382.28	137,093.00
170.55.36.535.05	Maintenance & Repairs - Facilities Sidewalks, Curbs, & Bikeways	-	-	10,000.00	-	10,000.00
170.55.36.540.35	Maintenance & Repairs - Water & Sewer Storm and Sanitary Sewers	5,708.64	1,934.22	6,200.00	22,300.00	6,200.00
170.55.36.540.40	Maintenance & Repairs - Water & Sewer Lift Stations	15,894.91	3,476.52	24,000.00	19,400.00	24,000.00
170.55.36.545.01	Maintenance & Repairs - Vehicles Central Garage Internal Svc	71,884.81	55,159.00	54,609.00	58,345.93	62,416.00
170.55.36.550.05	Maintenance & Repairs - Other Department Equipment	702.73	1,278.30	6,600.00	3,850.00	4,000.00
170.55.36.555.10	Capital Equipment Office and Other Equipment	-	-	-	-	25,500.00
170.55.36.560.70	Capital Projects Sewer System	858,468.35	36,993.39	5,160,963.00	5,160,963.00	714,000.00
170.55.36.580.05	All Other Expense All Other Expenses	56.69	2,439.66	78,750.00	4,500.00	10,000.00
Division Total: 36 - Sewer		5,068,193.67	5,053,954.91	9,988,344.00	10,194,350.52	5,769,801.00
Department Total: 55 - Public Works		11,924,076.86	12,887,569.13	24,988,520.00	24,789,129.89	15,628,928.00
EXPENSES Total		11,924,076.86	12,887,569.13	24,988,520.00	24,789,129.89	15,628,928.00
Fund EXPENSE	Total: 170 - Water & Sewer Fund	11,924,076.86	12,887,569.13	24,988,520.00	24,789,129.89	15,628,928.00
Fund: 180 - Buffalo Grove Golf Fund						
EXPENSES						
Department: 84 - Golf						
180.84.500.05	Personal Services Salaries - Full Time	154,346.85	164,999.06	164,846.00	168,133.47	172,621.00
180.84.500.10	Personal Services Salaries - Part Time	40,029.36	51,467.53	56,172.00	54,566.30	57,964.00
180.84.500.15	Personal Services Salaries - Seasonal	86,381.26	112,556.90	85,727.00	111,764.57	88,507.00
180.84.500.31	Personal Services Payroll Reimbursement	12.76	-	-	-	-
180.84.500.40	Personal Services Salaries - Longevity	1,500.00	1,500.00	1,000.00	1,500.00	1,500.00
180.84.505.05	Personal Benefits Group & Medical Life	24,363.96	17,068.49	16,841.00	25,322.63	24,843.00
180.84.505.15	Personal Benefits Dues & Memberships	1,362.00	1,362.00	-	1,514.00	1,514.00
180.84.505.75	Personal Benefits Employer's Contribution - FICA	17,177.23	20,235.50	19,080.00	20,363.03	19,877.00
180.84.505.80	Personal Benefits Employer's Contribution - IMRF	26,755.37	28,588.83	25,860.00	26,231.42	22,002.00
180.84.505.85	Personal Benefits Employer's Contribution Medicare	4,017.31	4,732.78	4,463.00	4,852.17	4,649.00
180.84.510.10	Operating Expenses Maintenance Contracts	402,198.37	410,172.47	417,116.00	417,853.00	424,980.00
180.84.510.16	Operating Expenses Printing	1,306.30	92.38	800.00	1,403.00	1,000.00
180.84.510.20	Operating Expenses Computer Services	12,250.00	24,500.00	-	-	-
180.84.510.21	Operating Expenses IT Internal Svc Contribution	19,520.32	18,382.00	19,771.00	19,771.00	19,432.00
180.84.510.40	Operating Expenses Supplies - Office	476.88	1,305.87	2,500.00	2,500.00	2,500.00
180.84.510.49	Operating Expenses Supplies - Golf Course	4,071.63	5,791.87	6,000.00	8,500.00	10,000.00
180.84.510.70	Operating Expenses Merchandise Purchases	32,901.59	37,777.20	45,000.00	55,000.00	48,000.00
180.84.510.73	Operating Expenses Golf Cart Rental	39,388.83	41,725.67	40,000.00	40,000.00	40,000.00

G/L Account Number	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Estimated Amount	2021 Actual Amount
180.84.510.76	Operating Expenses Driving Range	3,114.00	3,488.15	3,000.00	3,750.00	5,000.00
180.84.510.79	Operating Expenses Advertising & Promotions	1,968.94	2,113.31	5,000.00	2,500.00	4,000.00
180.84.510.83	Operating Expenses Credit Card Fees	57,001.18	36,604.91	50,000.00	45,000.00	50,000.00
180.84.510.85	Operating Expenses State Sales Tax	4,892.00	6,059.00	6,700.00	6,700.00	6,700.00
180.84.515.05	Insurance Premium	5,393.35	-	14,659.00	15,537.87	17,340.00
180.84.515.10	Insurance Unemployment Insurance	-	-	2,946.00	-	-
180.84.515.15	Insurance Deductible - Worker's Comp	-	12.30	-	-	-
180.84.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	108,596.12	113,214.00	115,293.00	114,239.20	120,071.00
180.84.535.20	Maintenance & Repairs - Facilities Buildings & Facilities	226.71	55.37	-	34.00	-
180.84.535.35	Maintenance & Repairs - Facilities Golf Course	6,897.62	6,583.00	5,000.00	3,500.00	5,000.00
180.84.535.40	Maintenance & Repairs - Facilities Irrigation System	5,500.26	22,153.39	14,000.00	14,000.00	14,000.00
180.84.545.05	Maintenance & Repairs - Vehicles Gasoline	5,283.52	9,119.92	7,000.00	7,000.00	7,000.00
180.84.555.60	Capital Equipment Infrastructure	-	10,270.00	-	-	-
180.84.560.30	Capital Projects Buildings & Structures	-	-	-	904.00	-
180.84.560.80	Capital Projects Golf Course	-	1,485.00	100,000.00	100,000.00	294,000.00
180.84.580.05	All Other Expense All Other Expenses	20,326.04	6,015.93	-	51.00	-
180.84.580.72	All Other Expense OPEB Expense	(3,450.00)	(15,700.00)	-	-	-
180.84.581	IMRF Expenditure	(76,969.00)	41,026.00	-	-	-
180.84.800	Depreciation	72,716.00	53,665.00	-	-	-
Department Total: 84 - Golf		1,079,556.76	1,238,423.83	1,228,774.00	1,272,490.65	1,462,500.00
EXPENSES Total		1,079,556.76	1,238,423.83	1,228,774.00	1,272,490.65	1,462,500.00
Fund EXPENSE	Total: 180 - Buffalo Grove Golf Fund	1,079,556.76	1,238,423.83	1,228,774.00	1,272,490.65	1,462,500.00
Fund: 190 - Arboretum Golf Fund						
EXPENSES						
Department: 84 - Golf						
190.84.500.05	Personal Services Salaries - Full Time	59,069.21	62,683.28	64,821.00	68,302.84	69,321.00
190.84.500.10	Personal Services Salaries - Part Time	19,284.31	37,884.27	38,644.00	38,205.00	41,924.00
190.84.500.15	Personal Services Salaries - Seasonal	76,677.78	106,157.12	78,411.00	117,609.77	80,956.00
190.84.500.40	Personal Services Salaries - Longevity	500.00	500.00	800.00	500.00	500.00
190.84.505.05	Personal Benefits Group & Medical Life	4.76	580.18	6.00	8,440.96	8,281.00
190.84.505.15	Personal Benefits Dues & Memberships	736.00	736.00	750.00	737.00	750.00
190.84.505.75	Personal Benefits Employer's Contribution - FICA	9,646.90	12,849.51	11,326.00	14,054.84	11,947.00
190.84.505.80	Personal Benefits Employer's Contribution - IMRF	10,910.05	13,354.29	12,106.00	12,751.35	10,593.00
190.84.505.85	Personal Benefits Employer's Contribution Medicare	2,256.77	3,004.19	2,649.00	3,287.52	2,794.00
190.84.510.10	Operating Expenses Maintenance Contracts	705,204.71	718,815.55	731,366.00	731,141.00	760,210.00
190.84.510.16	Operating Expenses Printing	-	1,130.58	2,000.00	-	1,500.00
190.84.510.20	Operating Expenses Computer Services	12,250.00	18,375.00	-	-	-
190.84.510.21	Operating Expenses IT Internal Svc Contribution	19,336.16	18,220.50	19,030.00	19,030.00	18,564.00
190.84.510.40	Operating Expenses Supplies - Office	2,336.02	4,686.48	5,000.00	5,000.00	5,000.00
190.84.510.49	Operating Expenses Supplies - Golf Course	8,751.99	11,468.68	12,000.00	12,000.00	12,000.00
190.84.510.70	Operating Expenses Merchandise Purchases	40,422.24	45,764.91	45,000.00	55,000.00	45,000.00
190.84.510.73	Operating Expenses Golf Cart Rental	61,602.63	59,872.38	60,000.00	70,000.00	99,000.00
190.84.510.79	Operating Expenses Advertising & Promotions	3,062.46	11,396.21	20,000.00	18,000.00	20,000.00
190.84.510.83	Operating Expenses Credit Card Fees	57,670.13	34,302.54	50,000.00	40,000.00	50,000.00
190.84.510.85	Operating Expenses State Sales Tax	4,580.00	4,365.00	4,500.00	3,500.00	4,500.00
190.84.515.05	Insurance Premium	-	372.00	384.00	401.78	454.00
190.84.535.01	Maintenance & Repairs - Facilities Building Mnt Internal Svc Cntrb	101,827.44	105,103.00	106,987.00	106,009.11	111,468.00
190.84.535.20	Maintenance & Repairs - Facilities Buildings & Facilities	1,282.95	-	-	-	-
190.84.535.35	Maintenance & Repairs - Facilities Golf Course	9,135.23	10,239.12	4,500.00	6,000.00	4,500.00
190.84.535.40	Maintenance & Repairs - Facilities Irrigation System	5,830.59	4,076.45	14,500.00	5,000.00	12,000.00
190.84.555.10	Capital Equipment Office and Other Equipment	-	275,000.00	-	-	-
190.84.555.50	Capital Equipment Buildings	-	0.20	-	-	-
190.84.560.30	Capital Projects Buildings & Structures	-	7,420.08	215,000.00	294,309.00	-
190.84.560.80	Capital Projects Golf Course	6,879.00	17,812.20	100,000.00	100,000.00	156,000.00
190.84.580.05	All Other Expense All Other Expenses	766.55	25,210.00	460,000.00	40,000.00	-
190.84.581	IMRF Expenditure	83,933.00	(93,882.00)	-	-	-
190.84.800	Depreciation	281,200.00	10,626.00	-	-	-
Department Total: 84 - Golf		1,585,156.88	1,528,123.72	2,059,780.00	1,769,280.17	1,527,262.00
EXPENSES Total		1,585,156.88	1,528,123.72	2,059,780.00	1,769,280.17	1,527,262.00
Fund EXPENSE	Total: 190 - Arboretum Golf Fund	1,585,156.88	1,528,123.72	2,059,780.00	1,769,280.17	1,527,262.00
Fund: 200 - Refuse Fund						
EXPENSES						
Department: 86 - Refuse						
200.86.570.20	Operating Transfers Debt Service Fund	375,000.00	200,000.00	275,000.00	275,000.00	200,000.00
200.86.580.35	All Other Expense SWANCC User Fees	803,999.32	908,619.64	997,415.00	971,916.00	1,020,512.00
Department Total: 86 - Refuse		1,178,999.32	1,108,619.64	1,272,415.00	1,246,916.00	1,220,512.00
EXPENSES Total		1,178,999.32	1,108,619.64	1,272,415.00	1,246,916.00	1,220,512.00
Fund EXPENSE	Total: 200 - Refuse Fund	1,178,999.32	1,108,619.64	1,272,415.00	1,246,916.00	1,220,512.00
Fund: 211 - Information Technology Fund						
EXPENSES						
Department: 92 - Information Technology						

G/L Account Number	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Estimated Amount	2021 Actual Amount
211.92.510.02	Operating Expenses Telephone	375,408.43	421,065.74	307,000.00	333,250.00	368,600.00
211.92.510.10	Operating Expenses Maintenance Contracts	1,093,649.09	1,060,409.37	1,364,980.00	1,250,000.00	1,495,108.00
211.92.510.14	Operating Expenses Subscriptions & Publications	-	-	7,073.00	-	7,205.00
211.92.510.20	Operating Expenses Computer Services	225,595.18	69,764.96	138,900.00	135,000.00	118,850.00
211.92.510.40	Operating Expenses Supplies - Office	42,573.92	283.58	5,550.00	3,500.00	2,500.00
211.92.515.20	Insurance Deductible - Non Wrker's Co	-	-	25,000.00	30,250.00	25,000.00
211.92.550.05	Maintenance & Repairs - Other Department Equipment	35,909.21	19,484.36	12,000.00	50,000.00	12,500.00
211.92.555.40	Capital Equipment Technology	97,303.53	1,777.22	-	-	-
211.92.580.05	All Other Expense All Other Expenses	-	-	-	-	500.00
Department Total: 92 - Information Technology		1,870,439.36	1,572,785.23	1,860,503.00	1,802,000.00	2,030,263.00
EXPENSES Total		1,870,439.36	1,572,785.23	1,860,503.00	1,802,000.00	2,030,263.00
Fund EXPENSE	Total: 211 - Information Technology Fund	1,870,439.36	1,572,785.23	1,860,503.00	1,802,000.00	2,030,263.00
Fund: 212 - Central Garage Fund						
EXPENSES						
Department: 93 - Central Garage						
212.93.500.05	Personal Services Salaries - Full Time	501,504.36	404,891.25	481,910.00	497,479.08	514,294.00
212.93.500.10	Personal Services Salaries - Part Time	38,102.09	44,837.52	-	-	-
212.93.500.31	Personal Services Payroll Reimbursement	464.44	-	-	-	-
212.93.500.35	Personal Services Salaries - Overtime	6,479.80	18,746.54	24,000.00	19,755.25	24,000.00
212.93.500.40	Personal Services Salaries - Longevity	4,800.00	2,800.00	2,800.00	2,800.00	2,800.00
212.93.505.05	Personal Benefits Group & Medical Life	98,195.10	99,905.77	121,903.00	114,444.48	112,375.00
212.93.505.10	Personal Benefits Professional Training	130.00	869.01	3,400.00	2,000.00	1,400.00
212.93.505.15	Personal Benefits Dues & Memberships	350.00	180.00	950.00	950.00	950.00
212.93.505.20	Personal Benefits Clothing Allowance	3,714.11	1,237.40	4,170.00	4,170.00	3,725.00
212.93.505.26	Personal Benefits Uniform Rental	-	-	1,350.00	1,350.00	1,350.00
212.93.505.35	Personal Benefits Safety Equipment	1,463.80	817.14	815.00	815.00	850.00
212.93.505.75	Personal Benefits Employer's Contribution - FICA	31,757.28	28,460.63	31,799.00	31,621.51	33,548.00
212.93.505.80	Personal Benefits Employer's Contribution - IMRF	72,988.24	62,203.88	56,384.00	60,844.32	51,296.00
212.93.505.85	Personal Benefits Employer's Contribution Medicare	7,426.97	6,656.63	7,437.00	7,394.97	7,846.00
212.93.510	Operating Expenses	-	-	-	2,015.00	-
212.93.510.04	Operating Expenses Travel	-	-	1,725.00	1,725.00	1,725.00
212.93.510.06	Operating Expenses Per Diem Allowance	-	-	500.00	-	650.00
212.93.510.10	Operating Expenses Maintenance Contracts	3,073.54	104.22	3,500.00	1,500.00	-
212.93.510.12	Operating Expenses Equipment Rental	-	-	300.00	-	300.00
212.93.510.14	Operating Expenses Subscriptions & Publications	-	2,448.00	100.00	200.00	200.00
212.93.510.21	Operating Expenses IT Internal Svc Contribution	34,436.79	32,960.00	32,703.00	32,703.00	32,667.00
212.93.510.40	Operating Expenses Supplies - Office	407.80	516.70	450.00	450.00	450.00
212.93.510.50	Operating Expenses Supplies - All Other	6,897.04	5,002.57	8,000.00	8,000.00	8,500.00
212.93.510.55	Operating Expenses Operating Equip - Department	16,466.85	6,284.79	9,875.00	9,875.00	9,875.00
212.93.515.05	Insurance Premium	20,032.43	27,618.00	23,236.00	24,312.08	25,772.00
212.93.515.10	Insurance Unemployment Insurance	-	-	2,882.00	-	2,500.00
212.93.515.15	Insurance Deductible - Worker's Comp	67.00	-	4,945.00	2,500.00	4,945.00
212.93.515.20	Insurance Deductible - Non Wrker's Co	-	467.00	3,297.00	-	1,500.00
212.93.530.50	Commodities Small Equipment Tools & Hardware	4,390.52	8,913.33	13,000.00	13,000.00	13,000.00
212.93.545	Maintenance & Repairs - Vehicles	-	5,065.78	-	2,587.00	-
212.93.545.05	Maintenance & Repairs - Vehicles Gasoline	107,572.70	161,350.03	155,000.00	248,000.00	240,000.00
212.93.545.10	Maintenance & Repairs - Vehicles Diesel Fuel	98,840.61	109,259.42	113,950.00	51,000.00	168,000.00
212.93.545.15	Maintenance & Repairs - Vehicles Automotive Parts	146,086.81	230,102.59	186,000.00	186,000.00	190,000.00
212.93.545.25	Maintenance & Repairs - Vehicles Lubricants	5,263.76	9,772.04	7,300.00	13,761.00	14,000.00
212.93.545.35	Maintenance & Repairs - Vehicles Body Work	-	-	5,000.00	3,421.00	-
212.93.545.40	Maintenance & Repairs - Vehicles Contractual Auto Services	236,022.82	346,517.16	320,000.00	377,227.00	393,000.00
212.93.550	Maintenance & Repairs - Other	-	716.40	-	-	-
212.93.550.05	Maintenance & Repairs - Other Department Equipment	-	1,734.50	-	-	-
212.93.555.20	Capital Equipment Automobiles & Trucks	690,694.94	-	-	18,232.00	-
212.93.555.30	Capital Equipment Capital Replacement	1,695.05	-	-	-	-
212.93.580.05	All Other Expense All Other Expenses	106.47	24,700.00	-	-	-
Department Total: 93 - Central Garage		2,139,431.32	1,645,138.30	1,628,681.00	1,740,132.69	1,861,518.00
EXPENSES Total		2,139,431.32	1,645,138.30	1,628,681.00	1,740,132.69	1,861,518.00
Fund EXPENSE	Total: 212 - Central Garage Fund	2,139,431.32	1,645,138.30	1,628,681.00	1,740,132.69	1,861,518.00
Fund: 213 - Building Maintenance Fund						
EXPENSES						
Department: 94 - Building Maintenance						
213.94.500.05	Personal Services Salaries - Full Time	425,304.92	420,048.29	429,076.00	430,911.39	512,969.00
213.94.500.10	Personal Services Salaries - Part Time	18,668.14	41,094.39	44,917.00	44,568.22	-
213.94.500.31	Personal Services Payroll Reimbursement	55.62	-	-	-	-
213.94.500.35	Personal Services Salaries - Overtime	5,634.39	1,734.87	6,500.00	2,000.00	6,500.00
213.94.500.40	Personal Services Salaries - Longevity	2,600.00	2,600.00	2,800.00	2,600.00	2,800.00
213.94.505.05	Personal Benefits Group & Medical Life	100,447.23	103,540.46	105,729.00	106,019.35	120,624.00
213.94.505.10	Personal Benefits Professional Training	153.38	571.25	1,900.00	1,225.00	750.00
213.94.505.15	Personal Benefits Dues & Memberships	215.00	349.87	650.00	650.00	-

G/L Account Number	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Estimated Amount	2021 Actual Amount
213.94.505.20	Personal Benefits Clothing Allowance	4,021.92	759.00	3,625.00	3,625.00	3,725.00
213.94.505.26	Personal Benefits Uniform Rental	3,696.76	1,053.86	7,210.00	7,210.00	-
213.94.505.35	Personal Benefits Safety Equipment	3,156.52	2,341.55	2,700.00	2,500.00	2,500.00
213.94.505.75	Personal Benefits Employer's Contribution - FICA	27,159.20	27,970.10	30,189.00	29,051.64	32,381.00
213.94.505.80	Personal Benefits Employer's Contribution - IMRF	61,725.37	62,128.66	55,458.00	56,312.94	49,511.00
213.94.505.85	Personal Benefits Employer's Contribution Medicare	6,351.53	6,541.79	7,061.00	6,794.12	7,573.00
213.94.510.04	Operating Expenses Travel	-	-	425.00	-	3,000.00
213.94.510.06	Operating Expenses Per Diem Allowance	-	-	150.00	-	500.00
213.94.510.10	Operating Expenses Maintenance Contracts	232,928.52	176,512.41	251,990.00	250,000.00	259,400.00
213.94.510.12	Operating Expenses Equipment Rental	-	-	500.00	-	500.00
213.94.510.14	Operating Expenses Subscriptions & Publications	-	-	100.00	-	100.00
213.94.510.21	Operating Expenses IT Internal Svc Contribution	27,991.40	27,086.00	27,514.00	27,514.00	32,667.00
213.94.510.40	Operating Expenses Supplies - Office	149.11	37.17	550.00	200.00	500.00
213.94.510.50	Operating Expenses Supplies - All Other	110,496.78	76,343.08	80,000.00	80,000.00	85,000.00
213.94.510.55	Operating Expenses Operating Equip - Department	402.90	636.94	625.00	550.00	750.00
213.94.515.05	Insurance Premium	19,261.95	23,526.00	19,835.00	20,753.57	22,000.00
213.94.515.10	Insurance Unemployment Insurance	-	-	800.00	-	800.00
213.94.515.15	Insurance Deductible - Worker's Comp	440.00	83.30	5,600.00	2,500.00	5,600.00
213.94.515.20	Insurance Deductible - Non Wrker's Co	-	87.00	2,456.00	-	1,500.00
213.94.530.05	Commodities Electricity - Facilities	109,824.43	109,799.02	106,000.00	106,000.00	108,000.00
213.94.530.10	Commodities Electricity - Street Lights	78,514.68	92,234.37	90,653.00	85,000.00	85,000.00
213.94.530.20	Commodities Gas - Facilities	60,746.46	64,474.30	42,500.00	45,250.00	47,000.00
213.94.530.50	Commodities Small Equipment Tools & Hardware	790.56	1,117.76	2,000.00	1,931.00	2,200.00
213.94.535.15	Maintenance & Repairs - Facilities Street Lights	247,099.56	328,209.09	274,111.00	275,000.00	283,250.00
213.94.535.20	Maintenance & Repairs - Facilities Buildings & Facilities	146,008.26	105,388.14	150,000.00	150,000.00	150,000.00
213.94.545.05	Maintenance & Repairs - Vehicles Gasoline	-	31.25	-	-	-
213.94.545.15	Maintenance & Repairs - Vehicles Automotive Parts	-	82.99	-	-	-
213.94.545.40	Maintenance & Repairs - Vehicles Contractual Auto Services	39,099.00	-	-	-	-
213.94.550.05	Maintenance & Repairs - Other Department Equipment	1.12	1,543.68	3,200.00	2,600.00	2,600.00
213.94.550.10	Maintenance & Repairs - Other Radios	-	332.41	-	-	-
213.94.580.05	All Other Expense All Other Expenses	3,903.46	-	-	-	-
Department Total: 94 - Building Maintenance		1,736,848.17	1,678,259.00	1,756,824.00	1,740,766.23	1,830,350.00
EXPENSES Total		1,736,848.17	1,678,259.00	1,756,824.00	1,740,766.23	1,830,350.00
Fund EXPENSE	Total: 213 - Building Maintenance Fund	1,736,848.17	1,678,259.00	1,756,824.00	1,740,766.23	1,830,350.00
Fund: 220 - Police Pension Fund						
EXPENSES						
Department: 88 - Police Pension						
220.88.505.55	Personal Benefits Survivor Pension - Police	309,386.32	412,905.12	296,000.00	421,163.00	429,587.00
220.88.505.60	Personal Benefits Pension Payment - Police	4,320,665.49	4,583,833.63	4,672,100.00	4,721,349.00	4,862,989.00
220.88.505.65	Personal Benefits Disability Payment - Police	42,579.60	42,579.60	45,100.00	42,580.00	42,580.00
220.88.505.70	Personal Benefits Pension Refund - Police	5,114.80	-	-	-	-
220.88.580.05	All Other Expense All Other Expenses	56,614.00	166,920.30	65,000.00	65,000.00	65,000.00
220.88.580.40	All Other Expense Investment Fees	179,185.41	227,186.59	212,000.00	161,267.00	250,000.00
Department Total: 88 - Police Pension		4,913,545.62	5,433,425.24	5,290,200.00	5,411,359.00	5,650,156.00
EXPENSES Total		4,913,545.62	5,433,425.24	5,290,200.00	5,411,359.00	5,650,156.00
Fund EXPENSE	Total: 220 - Police Pension Fund	4,913,545.62	5,433,425.24	5,290,200.00	5,411,359.00	5,650,156.00
Fund: 230 - Fire Pension Fund						
EXPENSES						
Department: 89 - Fire Pension						
230.89.505.56	Personal Benefits Survivor Pension - Fire	503,278.80	286,149.31	337,000.00	291,872.00	297,710.00
230.89.505.61	Personal Benefits Pension Payment - Fire	(129.31)	3,580,308.46	3,214,000.00	3,687,718.00	3,798,349.00
230.89.505.66	Personal Benefits Disability Payment - Fire	3,312,467.99	224,511.84	225,000.00	224,512.00	224,512.00
230.89.580.05	All Other Expense All Other Expenses	169,576.38	60,686.02	80,000.00	61,900.00	80,000.00
230.89.580.40	All Other Expense Investment Fees	14,300.00	100,445.00	165,000.00	85,378.00	165,000.00
Department Total: 89 - Fire Pension		3,999,493.86	4,252,100.63	4,021,000.00	4,351,380.00	4,565,571.00
EXPENSES Total		3,999,493.86	4,252,100.63	4,021,000.00	4,351,380.00	4,565,571.00
Fund EXPENSE	Total: 230 - Fire Pension Fund	3,999,493.86	4,252,100.63	4,021,000.00	4,351,380.00	4,565,571.00
Fund: 240 - School & Park Donations Fund						
EXPENSES						
Department: 90 - School & Park						
240.90.580.05	All Other Expense All Other Expenses	0.39	-	-	-	-
Department Total: 90 - School & Park		0.39	-	-	-	-
EXPENSES Total		0.39	-	-	-	-
Fund EXPENSE	Total: 240 - School & Park Donations Fund	0.39	-	-	-	-
Fund: 250 - Retiree Health Savings Fund						
EXPENSES						
Department: 91 - Retiree Health Savings						
250.91.505.90	Personal Benefits RHS Contribution	934,819.38	60,316.22	-	-	-
250.91.580.05	All Other Expense All Other Expenses	(0.40)	-	-	-	-
Department Total: 91 - Retiree Health Savings		934,818.98	60,316.22	-	-	-

G/L Account Number	Account Description	2020 Actual Amount	2021 Actual Amount	2022 Adopted Budget	2022 Estimated Amount	2023 Adopted Budget
	EXPENSES Total	934,818.98	60,316.22	-	-	-
Fund EXPENSE	Total: 250 - Retiree Health Savings Fund	934,818.98	60,316.22	-	-	-
	EXPENSE GRAND Totals:	101,268,284.35	103,228,459.09	118,384,488.00	128,396,636.56	126,164,748.00



Ordinance No. O-2022-137 : Ordinance Abating Taxes Levied for the Village of Buffalo Grove, Cook and Lake Counties, Illinois

Recommendation of Action

Staff recommends approval.

In conjunction with the development of the FY2023 Village Budget, staff is providing a recommendation for the 2022 Property Tax Levy to be extended and collected in 2023. The proposed levy is \$21,531,949, minus abatements of \$4,416,408, resulting in a net levy of \$17,115,541. The Village is abating taxes on the Series 2012, Series 2016, Series 2020, and Series 2022 bond issues. The net levy was at the same level as the prior year for an increase of 0.0 percent.

ATTACHMENTS:

- BOT 12.5.22 2022 Proposed Levy (PDF)
- Property Tax Abatement Ordinance 12.5.22 (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Black, Finance

Monday, December 5, 2022

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: December 5, 2022

TO: Dane Bragg, Village Manager

FROM: Chris Black, Finance Director

SUBJECT: Proposed 2022 Tax Levy

Key Takeaways

1. Total levy year-over-year increases 5.3 percent;
2. The net levy (after debt service abatements) remains at \$17,115,541, an increase of 0.0 percent year-over-year; and
3. As the levy (excluding debt service) does not increase 5.0 percent or more, a Truth in Taxation hearing is not required;

History

In conjunction with the development of the FY 2023 Village Budget, staff is providing a recommendation for the FY 2022 Property Tax Levy to be extended and collected in 2023. The 2021 levy/collected in 2022 was \$20,452,044, minus abatements of \$3,336,503, resulting in a net levy of \$17,115,541. The net levy was at the same level as the prior year for an increase of 0.0 percent. The components of the change were the following:

<u>2021 Levy Purpose</u>	<u>Increase/(Decrease)</u>
Corporate Levy	0.0%
Special Purpose/IMRF	-0.1%
Public Safety Pensions	1.1%
Debt Service	-2.1%

The 2022 levy request (prior to abatement consideration) is \$21,531,949 or a 5.3% percent increase. The components of the change are as follows:

<u>2022 Levy Purpose</u>	<u>Increase/(Decrease)</u>	<u>Amount</u>
Corporate Levy	0.0%	\$0
Special Purpose/IMRF	0.0%	\$0
Public Safety Pensions	0.0%	\$0
Debt Service	29.4%	\$1,079,905

The purpose of report is to present the levy including the full debt service amount (principal and interest) prior to discussion about tax abatement.

Corporate Levy

The amount requested of \$9,171,988, is the same as the prior year. The Corporate Levy is used to support public safety operations (police, fire and emergency medical services). The Village uses the Municipal Cost Index (MCI) to measure inflation. The MCI is a composite index that adjusts to the cost of materials and supplies, wages and contracted-for services. The composite index includes the Consumer Price Index, Producer Price Index, and a construction cost index. The MCI for the annual period ending October 2022 is 8.01% percent.

Debt Service

The current year's debt service requirement was \$3,671,722. Next year's debt service is \$4,751,677. The components of the debt payments are as follows:

<u>Purpose</u>	<u>Debt Payment</u>	<u>Percent to Total</u>
Series 2012 - Street Improvements (Various)	\$554,725	11.7%
Series 2016 - Street Improvements (Various)	\$381,131	8.0%
Series 2019 - Refunding of Series 2010B Bonds	\$253,955	5.3%
Series 2020 – Water, Sewer & Street Improvements	\$2,403,900	50.6%
Series 2022 – Public Works Facility	\$1,157,965	24.4%

The Village will continue to make debt service payments on the four existing bond issues and one new bond issue in 2023. The Village issued bonds in August 2022 in the amount of \$18.53 million to finance the purchase price for the building and costs to retrofit a new Public Works Facility. The amount of the bond issue is lower than initially planned since the Village anticipates using cash reserves to fund a portion of the project. The Village has committed a combination of general fund revenue and water/sewer revenue to service the debt. When factoring in these abatements, the Series 2022 bonds will have no net impact on the tax levy.

Pensions

The Village's independent actuary calculated the levy amounts for both the Police and Fire Pension Funds. The Illinois Municipal Retirement Fund (IMRF) calculates the employer portion of the pension. The combined amount for IMRF and Social Security portion of the levy will remain the same as the prior year. However, the IMRF portion decreases 16.7 percent and the Social Security portion increases 22.0 percent.

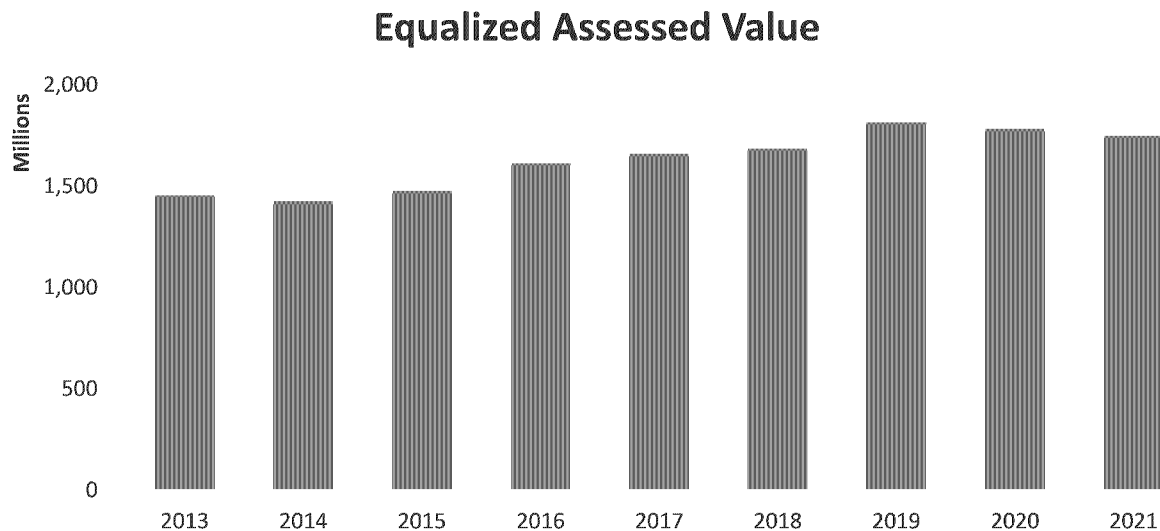
Due to a combination of strong investment returns and one-time adjustment in a previous actuarial calculation, the combined actuarially determined contribution for Police and Fire pension funds decreases \$1.17 million from the previous year. However, the combined proposed levy for the police pension and fire pension funds is the same as the prior year. For FY 2023, the proposed Firefighter Pension Levy is \$2,024,085 and the Police Pension Levy is \$3,794,077. The additional contribution will allow the Village to lessen the impact of anticipated poor investment returns in upcoming years and possibly mitigate volatility in future police and fire pension contributions.

Equalized Assessed Values (EAV)

After five consecutive years of growth, the Village's EAV has decreased for the second consecutive year. For the 2021 levy, the total EAV in Buffalo Grove is \$1.78 billion. The change between the two counties was disproportionate as Lake County decreased by 0.5 percent and Cook County decreased by 7.8 percent. Lake County properties are assigned 80 percent of the total property tax burden for the Village.

The Village will not be provided the final EAV for the proposed levy from both Lake and Cook counties until April 2023. EAV calculations reside with each county's assessor's office. The final percentage allocation is assigned by the Illinois Department of Revenue.

Below is a graph depicting the growth of EAV over the last ten years.



Impact

The categorical increases noted above would result in a tentative levy of \$21,531,949 or 5.3% percent increase. The proposed gross levy is found in the table below:

Estimated Distribution of 2022 Property Tax - Before Abatement		Cook County Levy	Lake County Levy	Total Levy 2021	Total Levy 2022
County Tax Burden		15.00%	85.00%	100.00%	100.00%
Tax Levies:					
	Police Protection	550,319	3,118,476	3,668,795	3,668,795
	Fire Protection	825,479	4,677,714	5,503,193	5,503,193
Sub-Total: Corporate Levy		1,375,798	7,796,190	9,171,988	9,171,988
	IMRF/Social Security	268,518	1,521,604	1,790,122	1,790,122
	Corp. Purpose Bonds Roads (2012)	83,209	471,516	548,225	554,725
	Corp. Purpose Bonds Roads (2016)	57,169	323,962	382,231	381,131
	2019 Series GO Bonds	38,093	215,863	257,416	253,955
	2020 Series GO Bonds	360,585	2,043,315	2,483,900	2,403,900
	2022 Series GO Bonds	173,695	984,270	0	1,157,965
	Police Pension	569,112	3,224,965	3,394,077	3,794,077
	Fire Pension	303,613	1,720,472	2,424,085	2,024,085
Total		3,237,935	18,348,303	20,452,044	21,531,949

Considerations

Staff is recommending an abatement of \$4,416,408 made up of \$473,412 on the series 2012 bonds, \$381,131 on the Series 2016 Bonds, \$2,403,900 on the Series 2020 bonds and \$1,157,965 on the Series 2022 bonds. With the proposed abatements, the net levy would be \$17,115,541, an increase of 0.0 percent or no change year-over-year. It should be noted a percentage increase or decrease in the levy does not equal the change in a homeowner's tax bill, depending upon growth in EAV and redistribution of assessed values across different real estate types (residential, industrial, commercial, and agricultural).

The Truth in Taxation determination was presented to the Village Board on November 7, 2022. Accompanying this memorandum is an ordinance for the levy and collection of taxes, as well as the FY 2023 Budget in line-item format.

Levy	Section	Levy	Abatement	Net Levy
Corporate Purpose	2	\$9,171,988	\$0	\$9,171,988
Illinois Municipal Retirement Fund	3	\$851,377	\$0	\$851,377
Social Security Fund	4	\$938,745	\$0	\$938,745
Police Pension	5	\$3,794,077	\$0	\$3,794,077
Fire Pension	6	\$2,024,085	\$0	\$2,024,085
Corporate Purpose Bonds Series 2012	7	\$554,725	\$473,412	\$81,313
Corporate Purpose Bonds Series 2016	8	\$381,131	\$381,131	\$0
Series 2019 GO Bonds	9	\$253,955	\$0	\$253,955
Series 2020 GO Bonds	10	\$2,403,900	\$2,403,900	\$0
Series 2022 GO Bonds	11	\$1,157,965	\$1,157,965	\$0
Total		\$21,531,949	\$4,416,408	\$17,115,541

ORDINANCE NO. 2022-_____

**AN ORDINANCE ABATING TAXES LEVIED FOR THE
VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS**

WHEREAS, the Village did on the 5th day of December, 2022 pass and approve Ordinance No. 2022- , which ordinance provided for the levy of a direct tax on all property in the Village for the year 2022 for general corporate, pension and debt service purposes in the Village of Buffalo Grove, in the amount of \$21,531,949, a certified copy of which will be filed with the County Clerks of Cook and Lake Counties, Illinois, and;

WHEREAS, the Village has sufficient funds on hand to pay either a portion, or the entire amount, of the taxes levied in certain sections, as identified below, of Ordinance No. 2022- for the fiscal year commencing January 1st, 2022.

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

Section 1. Section 7 of Ordinance No. 2012-36 provided for the levy of a direct tax on all property in the Village for the year 2022 for the repayment of principal and interest on the Corporate Purpose General Obligation Bonds-Series 2012 issued for the purpose of funding certain road improvements as part of the annual street maintenance program in the Village of Buffalo Grove in an amount equal to \$554,725 and the Village has sufficient funds on hand to pay \$473,412 of the amount of the tax levied for the fiscal year commencing January 1st, and the levy of the entire \$554,725 is unnecessary.

Therefore, the Village hereby authorizes and directs the County Clerks of Cook and Lake Counties, Illinois to levy only \$81,313 and abate and not spread the sum of \$554,725 hitherto provided for and levied in the ordinance providing for the issuance of \$5,700,000 of Corporate Purpose General Obligation Bonds-Series 2012 of the Village of Buffalo Grove, being Ordinance No. 2012-36, passed and approved on August 6, 2012, certified copies of which were filed with the County Clerks of Cook and Lake Counties, Illinois.

Section 2. Section 10 of Ordinance No. 2016-24 provided for the levy of a direct tax on all property in the Village for the year 2022 for the repayment of principal and interest on the Corporate Purpose General Obligation Bonds-Series 2016 issued for the purpose of street maintenance in the Village of Buffalo Grove in an amount equal to \$381,131 and the Village has sufficient funds on hand to pay \$381,131 of the amount of the tax levied for the fiscal year commencing January 1st, and the levy of the entire \$381,131 is unnecessary.

Therefore, the Village hereby authorizes and directs the County Clerks of Cook and Lake Counties, Illinois to levy \$0 and abate and not spread the sum of \$381,131 hitherto provided for and levied in the ordinance providing for the issuance of \$6,125,000 of Corporate Purpose General Obligation Bonds-Series 2016 of the Village of Buffalo Grove, being Ordinance No. 2016-24, passed and approved on April 18, 2016, certified copies of which were filed with the County Clerks of Cook and Lake Counties, Illinois.

Section 3. Section 10 of Ordinance No. 2020-29 provided for the levy of a direct tax on all property in the Village for the year 2022 for the repayment of principal and interest on the Corporate Purpose General Obligation Bonds-Series 2020 issued for the purpose water, sanitary sewer system, roadway, and other capital projects in the Village of Buffalo Grove in an amount equal to \$2,403,900 and the Village has sufficient funds on hand to pay \$2,403,900 of the amount of the tax levied for the fiscal year commencing January 1st, and the levy of the entire \$2,403,900 is unnecessary.

Therefore, the Village hereby authorizes and directs the County Clerks of Cook and Lake Counties, Illinois to levy \$0 and abate and not spread the sum of \$2,403,900 hitherto provided for and levied in the ordinance providing for the issuance of \$24,000,000 of Corporate Purpose General Obligation Bonds-Series 2020 of the Village of Buffalo Grove, being Ordinance No. 2020-29, passed and approved on May 18, 2020, certified copies of which were filed with the County Clerks of Cook and Lake Counties, Illinois.

Section 4. Section 10 of Ordinance No. 2022-80 provided for the levy of a direct tax on all property in the Village for the year 2022 for the repayment of principal and interest on the Corporate Purpose General Obligation Bonds-Series 2022 issued for the purpose of purchasing and improving a building to serve as a public works facility and other capital projects in the Village of Buffalo Grove in an amount equal to \$1,157,965 and the Village has sufficient funds on hand to pay \$1,157,965 of the amount of the tax levied for the fiscal year commencing January 1st, and the levy

of the entire \$1,157,965 is unnecessary.

Therefore, the Village hereby authorizes and directs the County Clerks of Cook and Lake Counties, Illinois to levy \$0 and abate and not spread the sum of \$1,157,965 hitherto provided for and levied in the ordinance providing for the issuance of \$18,530,000 of Corporate Purpose General Obligation Bonds-Series 2022 of the Village of Buffalo Grove, being Ordinance No. 2022-80, passed and approved on August 15, 2022, certified copies of which were filed with the County Clerks of Cook and Lake Counties, Illinois.

Section 5. The following represents a summary of the amounts levied and, if applicable, abated for the year 2022 as part of Village Ordinance No. 2022- :

Levy	Section	Levy	Abatement	Net Levy
Corporate Purpose	2	\$9,171,988	\$0	\$9,171,988
Illinois Municipal Retirement Fund	3	\$851,377	\$0	\$851,377
Social Security Fund	4	\$938,745	\$0	\$938,745
Police Pension	5	\$3,794,077	\$0	\$3,794,077
Fire Pension	6	\$2,024,085	\$0	\$2,024,085
Corporate Purpose Bonds Series 2012	7	\$554,725	\$473,412	\$81,313
Corporate Purpose Bonds Series 2016	8	\$381,131	\$381,131	\$0
Series 2019 GO Bonds	9	\$253,955	\$0	\$253,955
Series 2020 GO Bonds	10	\$2,403,900	\$2,403,900	\$0
Series 2022 GO Bonds	11	\$1,157,965	\$1,157,965	\$0
Total		\$21,531,949	\$4,416,408	\$17,115,541

Section 6. The Village Clerk is hereby authorized and directed to file a certified copy of this ordinance with the County Clerks of Cook and Lake Counties, Illinois.

Section 7. This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law. This ordinance shall not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022 APPROVED: _____, 2022

Village President

ATTEST:

Village Clerk



Resolution No. R-2022-21 : Resolution Requesting the County of Cook Not to Collect the Loss in Collection on Taxable Property in the Village of Buffalo Grove

Recommendation of Action

Staff recommends approval.

The County Clerks of both Cook and Lake County have statutory authority to increase local tax levies to offset losses due to the non-collection of property taxes. In Cook, the increase is three percent of corporate purpose and pension levies with an additional five percent for the debt service levies. In Lake County, the levy can be increased two percent for debt service levies. For the 2022 tax levy an additional amount of \$87,500 would be extended automatically to offset loss in collections if no action is taken.

By adopting the resolutions, the County Clerks for both Lake and Cook are directed to not extend the tax levy by an additional amount to offset losses due the non-collection of property taxes. The Village has determined the additional extension is not necessary at this time due to our strong collection history in both Lake (99.1 percent over the last five year) and Cook (98.7 percent over the same period) counties. Annual tax collections will continue to be reviewed to determine if there will ever be a need to reinstate the supplemental levies.

ATTACHMENTS:

- Cost of Coll Res (Cook) 12.5.22 (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Black, Finance

Monday, December 5, 2022

RESOLUTION NO. 2022-_____

A RESOLUTION REQUESTING THE COUNTY OF COOK NOT TO COLLECT THE LOSS
IN COLLECTION ON TAXABLE PROPERTY IN THE VILLAGE OF BUFFALO GROVE

WHEREAS, the Village of Buffalo Grove has experienced a high level of property tax collections from its residential and commercial property in Cook County as verified by audit and collection procedures; and

WHEREAS, the County of Cook has made it a policy to extend additional amounts over and above the annual tax levy requests of the Village of Buffalo Grove in order to offset any loss in collection of the tax levy; and

WHEREAS, those additional taxes will not be needed by the Village of Buffalo Grove to perform its operational, pension and debt service responsibilities to its citizens.

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

SECTION 1. The County Clerk of Cook County is hereby directed not to levy the customary percentage amounts for loss and collection as part of the extension of those levies requested by the Village of Buffalo Grove in its 2022 Tax Levy Ordinance upon all taxable property within the Cook County boundaries of the Village.

SECTION 2. The Village Clerk is hereby directed to send a certified copy of this Resolution to the County Clerk of Cook County.

AYES: _____

NAYES: _____

ABSENT: _____

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

Village President

ATTEST:

Village Clerk



Resolution No. R-2022-22 : Resolution Requesting the County of Lake Not to Collect the Loss in Collection on Taxable Property

Recommendation of Action

Staff recommends approval.

The County Clerks of both Cook and Lake County have statutory authority to increase local tax levies to offset losses due to the non-collection of property taxes. In Cook, the increase is three percent of corporate purpose and pension levies with an additional five percent for the debt service levies. In Lake County, the levy can be increased two percent for debt service levies. For the 2022 tax levy an additional amount of \$87,500 would be extended automatically to offset loss in collections if no action is taken.

By adopting the resolutions, the County Clerks for both Lake and Cook are directed to not extend the tax levy by an additional amount to offset losses due the non-collection of property taxes. The Village has determined the additional extension is not necessary at this time due to our strong collection history in both Lake (99.1 percent over the last five year) and Cook (98.7 percent over the same period) counties. Annual tax collections will continue to be reviewed to determine if there will ever be a need to reinstate the supplemental levies.

ATTACHMENTS:

- Cost of Coll Res (Lake) 12.5.22 (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Black, Finance

Monday, December 5, 2022

RESOLUTION NO. 2022-_____

A RESOLUTION REQUESTING THE COUNTY OF LAKE NOT TO COLLECT THE LOSS
IN COLLECTION ON TAXABLE PROPERTY IN THE VILLAGE OF BUFFALO GROVE

WHEREAS, the Village of Buffalo Grove has experienced a high level of property tax collections from its residential and commercial property in Lake County as verified by audit and collection procedures; and

WHEREAS, the County of Lake has made it a policy to extend additional amounts over and above the annual tax levy requests of the Village of Buffalo Grove in order to offset any loss in collection of the tax levy; and

WHEREAS, those additional taxes will not be needed by the Village of Buffalo Grove to perform its operational, pension and debt service responsibilities to its citizens.

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

SECTION 1. The County Clerk of Lake County is hereby directed not to levy the customary percentage amounts for loss and collection as part of the extension of those levies requested by the Village of Buffalo Grove in its 2022 Tax Levy Ordinance upon all taxable property within the Lake County boundaries of the Village.

SECTION 2. The Village Clerk is hereby directed to send a certified copy of this Resolution to the County Clerk of Lake County.

AYES: _____

NAYES: _____

ABSENT: _____

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

Village President

ATTEST:

Village Clerk



Ordinance No. O-2022-138 : Ordinance Adopting the Fiscal Year 2023 (January 1-December 31, 2023) Budget for the Village of Buffalo Grove

Recommendation of Action

Staff recommends approval.

Attached, is an Ordinance for consideration by the President and Board of Trustees formally adopting the Village's FY2023 Budget. The public budget presentation was held on November 14, 2022. A public hearing notice was published on October 13th.

The draft budget was provided to the Village Board on October 31, 2022. The budget was published electronically on the Village's web site at the same time. A copy was made available to the public as part of the notice of the public hearing. The final draft budget has been published at the following link, along with the November 14 presentation material.

<https://www.vbg.org/budget>

ATTACHMENTS:

- FY 2023 Budget Ordinance 12.5.22 (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Chris Black, Finance

Monday, December 5, 2022

ORDINANCE NO. 2022 - _____

ADOPTING THE FISCAL 2023 (JANUARY 1-DECEMBER 31, 2023) BUDGET FOR THE VILLAGE OF BUFFALO GROVE

WHEREAS, in accordance with Section 8-2-9.1 *et. Seq.* of the Illinois Municipal Code, 65 ILCS 5/8-2-9.1 *et seq.*, and Section 2.08.043 of the Village of Buffalo Grove Municipal Code, the President and Board of Trustees of the Village of Buffalo Grove have adopted the budget officer system; and

WHEREAS, pursuant to Section 8-2-9.4 of the Illinois Municipal Code, 65 ILCS 5/8-2-9.4 and Section 2.08.043 of the Village Code, the Village is required to adopt an annual budget; and

WHEREAS, the Village of Buffalo Grove fiscal year runs from January 1, 2023 to December 31, 2023; and

WHEREAS, the Fiscal Year 2023 Budget has been prepared and submitted for the review and consideration by the President and Board of Trustees of the Village of Buffalo Grove; and

WHEREAS, a notice of Public Hearing was published in the Daily Herald on October 13, 2022, and a copy of the FY 2023 Budget was made available to the public; and

WHEREAS, the President and Board of Trustees reviewed and considered the FY 2023 Budget at the Special Meeting of the President and Board of Trustees of November 14, 2022; and

WHEREAS, pending any final review of changes to, or supplemental reports on, various elements of the Budget content, the FY 2023 Budget can be considered for adoption.

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 FY 2023 Budget of the Village of Buffalo Grove be approved after consideration of any changes and reports as requested by the President and Board of Trustees up to and through December 5, 2022.

SECTION 2. Upon adoption of the Budget, authority is given to the Village Manager to place the document in final form for distribution.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022.

APPROVED: _____, 2022.

Village President

ATTEST:

Village Clerk



Resolution No. R-2022-23 : Approval of the 2023 Pay Ranges

Recommendation of Action

Staff recommends approval.

Attached is the proposed 2023 pay ranges for employees of the Village of Buffalo Grove. The pay ranges for non-represented employees will increase by three percent (3%), effective January 1, 2023, which was included in the draft 2023 budget.

The 2023 police union salary ranges will not be included until adoption of the 2023 wage agreement, as determined via the collective bargaining process. Also, in spring 2023, the Village and fire union will begin negotiating this bargaining group's May 1, 2023 to April 30, 2024 wages as part of their existing contract.

Once the 2023 wages for the represented groups have been finalized, modifications to the initial 2023 pay ranges may be warranted. The pay ranges as presented are consistent with the salaries programmed in the proposed FY 2023 budget.

Additionally, two new position were added to pay grade 42 which include Administrative Support Manager and Human Resources Manager.

Lastly, as part of our tri-annual salary survey the following changes have been made to accommodate internal and external equity:

1. The reclassification of Deputy Community Development Director from pay grade 58 to pay grade 62 and Social Worker from pay grade 17 to pay grade 21.
2. Pay range adjustments to pay grades 70,66,58,56, and 21.

ATTACHMENTS:

- 2023 Pay Ranges Resolution (DOCX)
- 2023 DRAFT Pay Ranges w 3 (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Arthur a Malinowski, Human Resources

Monday, December 5, 2022

RESOLUTION NO. 2023-_____**A RESOLUTION APPROVING THE 2023 PAY RANGES
FOR VILLAGE OF BUFFALO GROVE EMPLOYEES**

WHEREAS, on December 5, 2022, the Village President and Board of Trustees adopted the Village of Buffalo Grove's fiscal year 2023 budget, and;

WHEREAS, within the fiscal year 2023 budget a general wage increase of 3 percent was programmed for all non-represented employees on January 1, 2023, and;

WHEREAS, the 2023 pay ranges have been modified 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 2023 Pay Ranges for Village of Buffalo Grove Employees (attached).
2. The 2023 Pay Ranges will become effective as of January 1, 2023.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____ . APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Village President

Attachment: 2023 Pay Ranges Resolution (R-2022-23 : 2023 Pay Ranges)

Village of Buffalo Grove
2023 Pay Ranges
with a general wage increase of three percent (3%) awarded on January 1, 2023

Position	New Min	Step	New Max	Step
Pay Grade 74	\$143,990.08	427	\$214,593.60	507
Deputy Village Manager				
Pay Grade 70	\$135,624.32	415	\$202,128.16	495
Director of Finance				
Police Chief				
Fire Chief				
Director of Public Works				
Director of Community Development				
Pay Grade 66	\$116,197.12	384	\$174,037.76	465
Deputy Fire Chief				
Director of Human Resources				
Deputy Police Chief				
Village Engineer				
Pay Grade 62	\$107,820.96	369	\$160,688.32	449
Communications Director				
Battalion Chief				
Deputy Director of Finance				
Administrative Services Director				
Assistant Public Works Director				
Deputy Community Development Director				
Pay Grade 58	\$102,575.20	359	\$152,871.68	439
Police Lieutenant				
Building Services Manager				
Head Golf Professional BG & Arbo				
Public Works Superintendent				
Pay Grade 56	\$95,180.80	344	\$141,851.84	424
Police Sergeant				
Pay Grade 54	\$88,759.84	330	\$132,285.92	410
Civil Engineer II				
Principal Planner				
EMS Educator				
Pay Grade 50	\$120,927.04	392	\$134,278.56	413
Fire Lieutenant/ Paramedic				
(May 1, 2022 - April 30, 2023)				

Attachment: 2023 DRAFT Pay Ranges w 3 (R-2022-23 : 2023 Pay Ranges)

Pay Grade 46	\$118,537.12	388	\$131,626.56	409
Fire Lieutenant/ Non-Paramedic				
(May 1, 2022 - April 30, 2023)				
Pay Grade 42	\$81,954.08	314	\$122,139.68	394
Public Works Manager				
Purchasing Manager				
Civil Engineer I				
Assistant to the Village Manager				
Administrative Support Manager				
Human Resources Manager				
Pay Grade 34	\$76,425.44	300	\$113,900.80	380
Plan Reviewer				
Crew Leader				
Technical Services Administrator				
Pay Grade 29	\$70,566.08	284	\$115,042.72	382
Firefighter/Paramedic				
(May 1, 2022 - April 30, 2023)				
Pay Grade 25	\$76,044.80	299	\$112,209.76	377
Patrol Officer				
(January 1 , 2022 - December 31, 2022)				
Pay Grade 21	\$70,917.60	285	\$105,691.04	365
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				
Deputy Village Clerk				
Engineering Technician				
Management Analyst				
Head Golf Professional				
Maintenance Worker II				
Buyer				
Social Worker				

Pay Grade 17	\$60,758.88	254	\$90,548.64	334
Public Education Officer-Fire				
Permit Coordinator				
Maintenance Worker I				
Pay Grade 13	\$53,102.40	227	\$77,966.72	304
Administrative Assistant				
Utility Billing Coordinator				
Accounts Payable Coordinator				
Payroll Coordinator				
Assistant Golf Professional				
Evidence Custodian				
Communications Coordinator				
Pay Grade 9	\$48,786.40	210	\$72,708.48	290
Community Service Officer				
Desk Officer				
Clerk				
Pay Grade 5	\$28,046.72	99	\$41,797.60	179
Fleet Maintenance Shop Assistant				
Engineering Aide				
Pay Grade 1	\$22,405.76	54	\$30,987.84	119
School Crossing Guard				
Laborer				
Golf Course Attendant				



Ordinance No. O-2022-139 : Ordinance Providing for an Amended and Restated Employment Agreement and Salary for the Village Manager

Recommendation of Action

Staff recommends approval of the attached ordinance and agreement. Proper notice has been given in accordance with 5 ILCS 120/7.3, having been published and available on the Village's web site on November 28, 2022.

The Village Board approved the Village Manager's 2019 Employment Agreement on April 15, 2019, providing for terms and conditions of his employment through 2022. The Village Manager and Village Board have negotiated terms for a new Amended and Restated Employment Agreement, attached hereto, inclusive of appointment, duties, compensation, benefits, termination and voluntary separation. The current agreement extends through June 1, 2026.

ATTACHMENTS:

- Ordinance Establishing Salary and Amended and Restated Agreement 2022 (DOC)
- Bragg Employment Agreement 2022 Amended (PDF)

Trustee Liaison
Sussman

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, December 5, 2022

12/1/2022

ORDINANCE NO. 2022-_____**AN ORDINANCE PROVIDING FOR A 2022
EMPLOYMENT AGREEMENT AND SALARY
FOR THE VILLAGE MANAGER**

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

WHEREAS, the Corporate Authorities of the Village of Buffalo Grove by Ordinance No. 2019-023 approved an Employment Agreement dated April 15, 2019 between the Village of Buffalo Grove and Dane C. Bragg; and

WHEREAS, the Corporate Authorities and Dane C. Bragg wish to enter into an Amended and Restated Employment Agreement; and

WHEREAS, said Amended and Restated Employment Agreement provides for annual adjustments to the salary of Village Manager Dane C. Bragg.

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

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

Section 2. The Amended and Restated Employment Agreement 2022 between the Village of Buffalo Grove and Dane C. Bragg, attached hereto as Exhibit A, is hereby approved.

Section 3. The salary of the Village Manager shall be adjusted annually as enumerated by said agreement on an annual basis, commencing January 1, 2023.

Section 4. The 2019 Employment Agreement is hereby superseded by the attached Amended and Restated Employment Agreement 2022.

Section 5. The Village President is hereby authorized to execute the attached Agreement.

Section 6. This ordinance shall be effective upon its passage and approval. This ordinance shall not be codified.

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2022.

APPROVED: _____, 2022.

12/1/2022

APPROVED:

Village President

ATTEST:

Village Clerk

VILLAGE MANAGER EMPLOYMENT AGREEMENT AMENDED AND RESTATED 2022

This Agreement ("Agreement") is made and entered into as of the _____ day of _____, 2022, by and between the Village of Buffalo Grove, an Illinois home rule municipal corporation ("Village") and Dane C. Bragg ("Manager").

RECITALS

WHEREAS, the Village Board offered, and the Village Manager accepted and commenced, service as the chief administrative officer of the Village of Buffalo Grove on or about September 7, 2010 pursuant to an Employment Agreement dated July 14, 2010; and

WHEREAS, the Village Board by Ordinance No. 2014-36 approved an Employment Agreement dated April 21, 2014 between the Village of Buffalo Grove and Dane C. Bragg ("2014 Employment Agreement") which Agreement superseded the 2010 Employment Agreement; and

WHEREAS, the Village Board by Ordinance 2019-023 amended the 2014 Employment Agreement; and

WHEREAS, the Village Board has from time to time set specific salary levels and bonuses in accordance with the terms and conditions of the 2017 Employment Agreement, with the latest salary ordinance being Ordinance No. 2022-044; and

WHEREAS, the Village desires to continue the employment of Dane C. Bragg as Village Manager of the Village; and

WHEREAS, Dane C. Bragg desires to continue his employment as Village Manager; and

WHEREAS, it is the purpose and intent of the Board and Dane C. Bragg to extend the Village Manager's employment through June 1, 2026 beginning on and from the date of adoption of this Agreement and subject to the terms below; and

WHEREAS, the Board specifically waives, pursuant to its home rule authority, those certain provisions of the Illinois Municipal Code at 65 ILCS 5/3.1-30-5 and 65 ILCS 5/8-1-7, as same may be applicable to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the parties hereto, the Village and the Manager hereby agree as follows:

SECTION I - RECITALS

The foregoing recitals are hereby incorporated into and are deemed to be an integral part of this Agreement.

SECTION 2 – DUTIES

Manager shall perform the functions and duties specified for the Village Manager as more fully described under Chapter 2.08 of the Village of Buffalo Grove Municipal Code, as may be amended from time to time and shall perform other legally permissible and proper duties and functions as the Board may

assign.

SECTION 3 - EMPLOYMENT

This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until (i) terminated by the Board, (ii) terminated by the Manager, or (iii) not renewed by the Board, all as set forth below. During the term of this Agreement, Manager shall be in the exclusive employ of the Village and shall not accept other employment or carry out any other business except that of the position of Village Manager, without prior written consent and approval of the Board.

SECTION 4 - SALARY

A. Manager's current base salary for the year 2022 for services rendered pursuant to Ordinance No. 20122-044 was \$292,097, and is subject to the Board, in its sole discretion, awarding a performance bonus based on achievement of specified goals contemplated in the 2022 performance evaluation.

B. For the years 2023, 2024, 2025 and 2026, the Manager's annual base salary shall be increased at three percent (3.0%) annually over the prior year's annual base salary.

C. In addition to Manager's base salary, Village will annually deposit an amount equal to five percent (5%) of Manager's base salary into a qualified retirement plan (including, but not limited to a IRC 457, pension, retirement annuity or retiree health savings plan) at the manager's direction.

- a. Should the Manager voluntarily separate before June 1, 2026, he shall be required to reimburse the Village for 50 percent of principal contributions made by the Village on his behalf during the term of this agreement and shall bear any tax liability therefor.
- b. The Village shall have no obligation to, or liability for, investment decisions, loss of principal, tax liability or other gain or loss that may be incurred by the Manager.
- c. If the Manager is a) terminated, with or without cause, or b) shall become eligible to and receive a permanent or total disability pension through the Illinois Municipal Retirement Fund, all incentives deposited by the Village shall remain the property of the Manager without limitation and he may not be compelled to reimburse same.

D. The Board may, from time to time and in its sole discretion, establish a performance bonus in addition to the compensation prescribed in Sections 4.B and 4.C., on the basis of the Manager's performance evaluations as set forth in Section 12 below.

E. Manager's base salary is payable in installments at the same time as other employees of the Village are paid.

F. The Manager will have the option of choosing to defer a portion of his compensation in accordance with Section 13 of this Agreement.

SECTION 5 - TERM AND TERMINATION

A. Unless sooner terminated in accordance with the terms set forth herein, the Term of this Agreement shall commence upon the date of adoption by the Board and shall terminate on June 1, 2026.

This Agreement will automatically renew for an additional period of twelve (12) months from the last date of the prior term (Renewal Term) unless notification is provided in writing by either party not less than two- hundred-seventy (270) days prior to the ending date of the existing Term.

B. This Agreement may be terminated by the Board with cause at any time, subject only to the provisions set forth in Section 6 of this Agreement.

C. Either party may terminate this Agreement, at any time, without cause upon not less than ninety (90) days prior written notice to the other party. If the Board notifies Manager of its intent to terminate the Agreement without cause, the Village shall provide Manager with severance pay in the amount noted in Section 7 of this Agreement.

D. This Employment Agreement supersedes all prior employment agreements and amendments.

E. The Village Manager shall provide twelve (12) months' notice before electing to retire and receive an IMRF regular pension.

SECTION 6 - SEVERANCE WITH CAUSE

A. In the event the Board terminates the Manager with cause, no severance pay will be paid to Manager, but Accrued Benefits (defined below) shall be paid as required by Law. For the purposes of this Agreement, "with cause" shall mean that the Board, at a duly noticed public meeting, has determined that Manager has (i) committed an act of gross insubordination by refusing to take a legal, valid action that is clearly within the scope of his employment when specifically directed to do so by a majority of the Board at a duly noticed public meeting; or (ii) Manager has been charged with, and convicted of, a felony as defined under the Illinois Compiled Statutes (in the event that Manager is charged with a felony, the Board may, in its sole discretion, choose to suspend Manager with pay during the pendency of any such prosecution); or (iii) Manager has knowingly caused or knowingly allowed any practice, activity, decision or organizational circumstance which is either illegal, immoral, or in violation of the Village's Code of Ethics, the Village's Code of Behavior and Conduct For Village Elected and Appointed Officials or subject to censure under the ICMA Code of Ethics.

B. In the event the Board makes a determination that "cause" exists, as set forth in this Section, the Board may, in its sole discretion, as an alternative to termination, utilize progressive discipline or suspend Manager with or without pay for a period of up to thirty (30) days.

SECTION 7 - SEVERANCE WITHOUT CAUSE

A. In the event the Board terminates the Manager without cause, or the Manager resigns upon an offer to accept his resignation, whether formal or informal, by request of the Board or its designated representative who has been authorized by a majority of the Board, Manager shall be entitled to severance pay as follows:

- If terminated without cause, pay in the amount equal to 75% of Manager's annual base salary at the time of such termination.

B. Manager shall also be entitled to compensation for all earned sick leave (paid into Village's Retirement Health Savings Account), vacation earned but unused, and other accrued benefits to date (collectively, "Accrued Benefits"), calculated based on Manager's annual base salary at the time of termination and/or in conformance with the Village's Personnel Manual.

C. Any payment as part of severance pay hereunder is expressly conditioned upon Manager's execution of a release of any and all claims Manager has or may have against the Village, its employees and the Board.

D. Any and all payments made by Village to Manager due to termination without cause shall be made to Manager based upon a mutually agreeable schedule so as to minimize any federal and state income tax liabilities. However, if unable to mutually agree, any final payment shall be made in a lump sum, payable within 14 days following termination.

E. Board will annually appropriate a fair amount within the context of its annually adopted Annual Budget so as to legally bind the Village to its obligations set forth herein.

SECTION 8 - VOLUNTARY RESIGNATION – RESTRICTIVE COVENANTS

Manager acknowledges that the Village has invested substantial resources into his professional development. As a result of this investment and his own achievement, Manager has become one of the principal representatives of the Village in all of its various business dealings, and as a representative with the community. Manager further acknowledges that in his role he has formed long-term relationships with numerous members of the business and local government community and serves as the primary agent in the execution of multiple long-term initiatives to the benefit of the Village. Thus, to adequately protect the business interests of the Village and to maintain continuity of operations and leadership, Manager agrees that if he submits his voluntary resignation to the Village during the Term of this Agreement, he shall neither seek nor accept employment as manager, administrator, or equivalent position for any other municipality that has a boundary within 25 miles of any Village boundary for a period of one year. The aforementioned one year restrictive covenant shall not extend beyond the Term of this Agreement.

The restrictive covenant herein shall not apply if the Board exercises its right to a) not renew this Agreement, or b) to terminate the Manager, in accordance with the terms of Section 5 of this Agreement.

Manager shall not be entitled to any severance pay benefits if his resignation is voluntary. However, Manager shall still be entitled to all Accrued Benefits as of the date of such voluntary resignation.

SECTION 9 - INSURANCE COVERAGE

A. Manager shall be covered by the same health, dental and disability plans as all other Village employees, and that coverage shall be in full force and effect immediately upon the date of this Agreement.

B. During the Term of this Agreement, the Village shall continue to maintain the existing life insurance policy for Manager as provided to all other Village employees, the death benefits of which are equal to an amount which is one (1x) times Manager's annual base salary, as adjusted from time to time. Manager shall have the sole and exclusive right to name the beneficiaries of said policies.

SECTION 10 - AUTOMOBILE AND CELLULAR TELEPHONE

A. The Village shall provide an automobile allowance to Manager in the amount of \$500 per month during the term of this Agreement. Said automobile allowance is intended to provide for Manager's costs to own and operate a vehicle and as such, Manager will not be eligible for the reimbursement for gasoline, maintenance or per mile rate allowances in effect from time to time under Internal Revenue Service regulations. However, if Manager is to use his vehicle to travel on Village business greater than 50 miles outside of the Chicago metropolitan area, and it has been determined that the cost to travel by vehicle is less than to cost to travel by air or other means, then the Village shall reimburse the Manager for the cost of fuel purchased in the course of that travel, as documented. The Manager shall carry liability, property damage and comprehensive insurance, with limits approved by the Village, for the vehicle for which the allowance is provided, and shall name the Village as an additional insured on the insurance policy.

B. The Village shall provide a cellular communications device to Manager, such as a cell phone or other electronic device (the latter based upon the Village's chosen medium for such communications) and a laptop computer and home VPN network connection for both business and his exclusive and reasonable personal use during the term of his employment under this Agreement.

SECTION 11 - LONGEVITY PAY

Manager shall be entitled to Longevity Pay as set forth in the Village's Personnel Manual as amended from time to time.

SECTION 12 - PERFORMANCE EVALUATION

A. The Board shall annually review and evaluate Manager's performance as of April 1st of each calendar year that this Agreement is in force. Manager's review and evaluation shall be in accordance with specific criteria developed jointly by the Board and Manager. Said criteria may be amended from time to time by the Board, in consultation with Manager. The Board shall provide Manager with a summary of the results of the review and provide him with an adequate opportunity to discuss his evaluation with the Board in closed session, as permitted by law.

B. The Manager and Board shall annually define such goals and performance objectives which they determine necessary or prudent for the proper operation of the Village and the attainment of the Board's policy goals and objectives, and they shall further establish a relative priority among those various goals and objectives, which shall generally be attainable within the time limitations specified and within the limitations of the Village's Annual Budget and Capital Improvement Plan.

SECTION 13-DEFERRED COMPENSATION AND RETIREMENT BENEFITS

A. Manager acknowledges that the Village is a member of, and its employees are participants in, the ICMA Retirement Corporation (ICMA/RC) and as such, can participate in the deferred compensation programs offered by ICMA/RC. In addition to the compensation enumerated in Section 4.C, the Village shall pay the employer share and the Manager shall pay the employee share of any tax or pension liability associated with the Manager's elective contributions.

B. Manager shall be covered and governed by the same retirement system (Illinois Municipal Retirement Fund) as all other non-public safety Village employees. Calculations for retirement contributions shall include all compensation normally reported to the Internal Revenue Service and the Illinois Municipal Retirement Fund by the Village.

SECTION 14 - VACATION, SICK AND SPECIAL LEAVE

A. The Manager shall accrue vacation leave for his personal use in the same manner as Village employees. The Manager shall periodically consult with the Village President in scheduling vacation leave consistent with the Village's business needs.

a. The Manager's vacation accrual on an annual basis shall be as follows:

- i. 2022 – 25 days
- ii. 2023 - 26 days
- iii. 2024 – 27 days
- iv. 2025 - 28 days
- v. 2026 - 29 days

B. The Manager may convert and receive compensation in whole or in part for accrued but unused vacation leave. Unless specifically approved in advance by the Board, the conversion shall not exceed 10 total days accrued over the prior 12- month period.

C. Manager will accrue sick leave, and may redeem same, in the same manner as all other Village employees, as set forth in Chapter 13.00 of the Village's Personnel Manual.

D. Manager shall be eligible for Special Leave as set forth in Chapter 14.00 of the Village's Personnel Manual.

SECTION 15 - DUES AND SUBSCRIPTIONS

The Village agrees to budget for and to pay for Manager's reasonable professional dues and subscriptions necessary for his continuation and full participation in national, regional, state and local associations and organizations as a result of his employment as Village Manager, and for other necessary and desirable expenses for his continued professional participation, growth, education and advancement, for the good of the Village.

SECTION 16 - PROFESSIONAL DEVELOPMENT

A. Subject to prior approval of the Board, the Village hereby agrees to budget for and to pay for Manager's reasonable registration fees and travel expenses as authorized in the Village's Personnel Manual (Chapter 18.00) related to professional and official travel, meetings, and occasions it deems necessary to continue his professional development and to adequately pursue necessary official functions of the Village, including but not limited to, the ICMA Annual Conference, the Illinois City/County Management Association summer and winter conferences, and such other national, regional, state and local governmental groups and committees thereof upon which Manager may serve as an officer or member.

B. Subject to prior approval of the Board, the Village also further agrees to reasonably budget for and to pay for registration and travel expenses for short course, institutes and seminars deemed necessary for Manager to maintain his required professional development and education as set forth from time to time as requirements of achieving the ICMA Credentialed Manager program, and maintaining the

AICP Certification Program, and for the good of the Village.

SECTION 17 - CIVIC ORGANIZATION MEMBERSHIP

The Board recognizes the desirability of representation in and before local civic and other organizations, and Manager is authorized to become a member of such civic clubs or organizations, should he so desire and upon agreement as to membership by the Village, and the Village, shall pay all expenses, upon the Board's approval of such membership. Civic club membership shall not include memberships in any public or private clubs. The Village Board has previously authorized civic membership in the Rotary Club of Buffalo Grove through Resolution No. 2010-41, approved on December 6, 2010.

SECTION 18 - GENERAL EXPENSES

A. The Village recognizes that certain expenses of a non-personal and generally job-affiliated nature will be periodically incurred by Manager. The Village agrees to reimburse Manager for these general expenses or to pay said general expenses directly. The Village herein authorizes its Director of Finance and General Services to submit for payment on the Village Warrants reimbursement of expenses referenced herein to Manager or to pay said expenses directly to the vendor based upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

B. The Village shall provide the Manager a credit card for his reasonable travel and related expenses. The Manager shall only use the credit card for Village business and related purposes and no personal charges or expenses shall be charged to the credit card.

SECTION 19 - BUDGET AND APPROPRIATION OF FUNDS

Manager understands that the Board retains, in its sole discretion, the authority to approve both the annual budget and appropriation of funds for the purpose of providing all of the employment benefits set forth in this Agreement.

SECTION 20 - INDEMNIFICATION

In addition to that required under state and local law, the Village shall defend, save harmless, and indemnify Manager from and against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of Manager's duties as prescribed by the Village of Buffalo Grove Municipal Code or the separate directions of the Board. The Village shall have the right to compromise, settle or litigate any such claim or suit, and pay the amount of any settlement or judgment rendered thereon.

SECTION 21 - BONDING

The Village shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

SECTION 22 - NO REDUCTION OF BENEFITS

The Board shall not, at any time during the term of this Agreement, reduce Manager's salary, compensation or other financial benefits. Manager does agree, however, to a reduction of benefits if necessary and fairly applied to other employees of the Village if affected so as to maintain the economic and fiscal viability of the Village as a whole or to properly manage and execute any of its programs of

benefits.

SECTION 23 – NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below; (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below; (iii) transmitted by facsimile prior to 4:00 P.M. on any business day, with a hard copy to be deposited in the U.S. Mail on the date of the facsimile transmission; or (iv) given to a recognized and reputable overnight delivery service, to the address or facsimile number set forth below:

If to Manager: Dane C. Bragg
2917 Whispering Oaks Drive
Buffalo Grove, Illinois 60089

If to Village: Beverly Sussman, Village President
50 Raupp Boulevard
Buffalo Grove, Illinois 60089

Copy: Village Clerk
50 Raupp Boulevard
Buffalo Grove, Illinois 60089

Village Attorney Patrick T. Brankin

Schain Banks
70 W. Madison, Suite 2300
Chicago, Illinois 60602

or at such other address or facsimile number, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section.

SECTION 24 - GENERAL PROVISIONS

A. This Agreement shall constitute the entire agreement between the parties hereto pertaining to the subject matter herein. All prior and contemporaneous agreements, amendments, representations and understandings of the parties, oral or written, are hereby superseded.

B. No amendment or waiver of any provision of this Agreement will be binding on the Village or Manager unless and until it has been reduced to writing and executed by the Village President, as may be authorized by the Board, and Manager.

C. This Agreement is adopted pursuant to the Village's home rule authority, in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970.

D. This Agreement shall become effective upon adoption and approval by the Board.

E. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Village or Manager of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of

this Agreement.

F. In the event either party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach of default hereunder, the party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other party and, in the event any judgment is secured by said prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not the jury.

G. Manager acknowledges that this Agreement is not all inclusive of the policies, rules, benefits and practices of the Village as included within the Village's Personnel Manual as currently adopted and as amended from time to time and as such, acknowledges that his personal conduct relative to his employment is governed by the Village's Personnel Manual.

H. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

I. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

J. Time is of the essence in this Agreement.

K. This Agreement may not be assigned, in whole or in part.

L. This Agreement is entered into in Illinois and shall be construed and interpreted under the laws of the State of Illinois.

M. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of the provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments to this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

N. In exercising their rights and in performing their obligations pursuant to this Agreement, the parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained.

O. The Board, in consultation with Manager shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to Manager's performance as an employee, provided however, that such terms and conditions are reasonable and not inconsistent or in conflict with the provisions of this Agreement.

P. Except as may be specifically noted herein for Manager, all other provisions of the Village of Buffalo Grove Municipal Code as currently exist or as may hereafter be amended, shall apply to Manager as they would to other employees of the Village.

IN WITNESS WHEREOF, Dane C. Bragg has signed and executed this Agreement as of the day

and year first above written, and the Village of Buffalo Grove has caused this Agreement to be signed and executed on its behalf by its Village President as of the day and year first above written.

Village of Buffalo Grove, an Illinois
Home Rule Municipal Corporation

By: _____
Beverly Sussman, Village President

Dane Bragg



**Information Item : Canceling the December 19 Regular Meeting of
the Buffalo Grove Village Board**

Recommendation of Action

N/A.

The December 19, 2022 Village Board meeting will be cancelled and proper notice will be given per the Open Meetings Act.

Trustee Liaison

Sussman

Staff Contact

Dane Bragg, Office of the Village Manager

Monday, December 5, 2022	
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