



Meeting of the Village of Buffalo Grove
Village Board
Regular Meeting
June 17, 2024 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 - May 20, 2024 7:30 PM
- B. Village Board - Committee of the Whole - Jun 3, 2024 7:30 PM

3. Approval of Warrant

- A. Approval of Warrant #1369 (Trustee Bocek) (Staff Contact: Chris Black)

4. Village President's Report

- A. Appointment of Board, Commission, and Committee Member (Trustee Smith) (Staff Contact: Dane Bragg)

5. Village Manager's Report

- A. New Firefighter/Paramedic Badge Presentation (Trustee Cesario) (Staff Contact: Mike Baker)
- B. Fire Up! Food Truck Festival (Trustee Stein, Trustee Cesario) (Staff Contact: Mike Baker)
- C. Announcement of the Police Department's Coloring Contest Winners. (Trustee Johnson) (Staff Contact: Brian Budds)
- D. Acceptance of the 2023 Audit and Management Letter (Trustee Bocek) (Staff Contact: Chris Black)
- E. Website Preview (Trustee Johnson) (Staff Contact: Molly Gillespie)

6. Special Business

7. Reports from Trustees

8. Consent Agenda

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

- A. O-2024-63 Approve a Special Use for a Health Club in the Industrial District at 1637-1639 Barclay Blvd (Trustee Weidenfeld) (Staff Contact: Nicole Woods)

Summary: Body in Motion is seeking a special use to occupy space at 1637-1639 Barclay Blvd. The Planning & Zoning Commission unanimously recommended approval.

- B. O-2024-64 Chastain Development Inspection Contract Amendment (Trustee Stein) (Staff Contact: Kyle Johnson)
Summary: Staff recommends approval of a time & material contract with Chastain & Associates LLC for development inspection services for an updated limit not to exceed \$117,000.
- C. O-2024-65 2024 Manhole Rehabilitation Project Award (Trustee Stein) (Staff Contact: Kyle Johnson)
Summary: Staff recommends approval of the contract to National Power Rodding Corp. in the amount of \$134,172.50, pending Village Attorney review.
- D. O-2024-66 Water Facility Access Door Improvements (Trustee Stein) (Staff Contact: Kyle Johnson)
Summary: Staff recommends approval of a contract with LaForce LLC., for Water Facility Access Door Improvements in an amount not to exceed \$81,232.80, pending final review and approval by the Village Attorney.
- E. O-2024-67 Water Facility Security Improvements (Trustee Stein) (Staff Contact: Kyle Johnson)
Summary: Staff recommends approval of a contract with Pace Systems, Inc., for Water Facility Security Improvements in an amount not to exceed \$53,282.90, pending final review and approval by the Village Attorney.

9. Ordinances and Resolutions

- A. O-2024-68 Ordinance Approving a Planned Development Amendment for Kilmer School Located at 655 Golfview Terrace (Trustee Weidenfeld) (Staff Contact: Nicole Woods)
- B. R-2024-16 Resolution Authorizing Assignment and Assumption of Annexation Agreement at 22771-22825 N Prairie Rd (Trustee Weidenfeld) (Staff Contact: Nicole Woods)
- C. O-2024-69 Ordinance Approving Amendment to the Residential PUD, Final Plat of Subdivision, and Preliminary Plan at 22771 & 22825 Prairie Road to be Called Prairie Pointe Townhomes (Trustee Weidenfeld) (Staff Contact: Nicole Woods)
- D. O-2024-70 Approve an Ordinance for a Special Use for a Child Daycare Home at 4 Brucewood Court (Trustee Weidenfeld) (Staff Contact: Nicole Woods)
- E. O-2024-71 Award of Street Sweeping Contract (Trustee Bocek) (Staff Contact: Jim Warnstedt)
- F. O-2024-72 Ordinance Approving a Pre-Award Intergovernmental Agreement with the Lake County Stormwater Management Commission Relating to a \$5,500,000.00 Grant for Capital Improvements to Northwood Subdivision and Horatio Gardens (Trustee Stein) (Staff Contact: Kyle Johnson)
- G. O-2024-73 Authorization to Purchase Furniture for New Public Works Facility (Trustee Bocek) (Staff Contact: Jim Warnstedt)

10. Unfinished Business

11. New Business

12. Public Comment

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

13. Executive Session

14. Adjournment

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

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the ADA Coordinator at 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, MAY 20, 2024**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Katie Golbach, Human Resources Director; Nicole Woods, Director of Community Development; Chris Black, Director of Finance; Brett Robinson, Administrative Services Director; Kyle Johnson, Deputy Public Works Director/Village Engineer; Tom Wisniewski, Buyer; Deputy Fire Chief Kane; Tyler Grace, Fire Department Analyst; and Police Chief Budds.

APPROVAL OF MINUTES

Moved by Ottenheimer, seconded by Weidenfeld, to approve the minutes of the April 15, 2024, Regular Meeting. Upon roll call, Trustees vote as follows:

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

Moved by Johnson, seconded by Bocek, to approve the minutes of the May 6, 2024, Committee of the Whole Meeting. Upon roll call, Trustees vote as follows:

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

WARRANT #1368

Mr. Black read Warrant #1368. Moved by Bocek, seconded by Weidenfeld, to approve Warrant #1368 in the amount of \$8,140,358.47 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

VILLAGE PRESIDENT'S REPORT

President Smith thanked our phenomenal Public Works Department for all the work they put in for **Parks and Public Service Day** on Saturday, with a special recognition to Pete Rosenberg for painting our buffalo in our new branding colors. The event was a great success and enjoyed by all.

President Smith commented on the **2024-2025 Village Board Portfolio** assignments, noting that everyone was satisfied with their current assignments, so there were no changes from the previous year.

Minutes Acceptance: Minutes of May 20, 2024 7:30 PM (Approval of Minutes)

President Smith made appointments to the **Village's Boards, Commissions, and Committees**. Moved by Ottenheimer, seconded by Weidenfeld, to concur with President Smith's appointments. Upon roll call, Trustees voted as follows:

AYES: 5 – Johnson, Ottenheimer, Stein, Bocek, Weidenfeld

NAYS: 0 – None

ABSENT: 1 – Cesario

Motion declared carried.

President Smith recognized and thanked those volunteers who are with us in the audience tonight.

VILLAGE MANAGER'S REPORT

There is no Village Manager's report tonight.

TRUSTEE REPORTS

Trustee Johnson reported that the **2024 Farmer's Market** will open on Sunday, June 16, 2024. The location is basically the same this year, but in the adjoining parking lot. Details may be found on the Farmer's Market Facebook page.

Trustee Johnson also thanked the Buffalo Grove Fire Department for the **Fire Ops 101** event that was held on Saturday, noting that it was an intense learning experience and presented an appreciation for the skills required of our firefighters.

Trustee Ottenheimer also thanked Chief Baker and Deputy Chief Kane for the opportunity to participate and noted that it gives one an appreciation for what our firefighters do and how hard they work.

The Village Clerk urged everyone to attend the **Memorial Day** ceremony that will take place at 11:00 A.M. on Monday, May 27, 2024, at the Knopf Cemetery on Arlington Heights Road.

CONSENT AGENDA

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

Proclamation - Emergency Medical Services Week

Motion to approve a Proclamation recognizing May 19-25, 2024, as National Emergency Medical Services Week.

Proclamation - National Cities, Towns, and Villages Month

Motion to approve a Proclamation recognizing May as National Cities, Towns, and Villages Month.

Resolution No. 2024-13 - Illinois Emergency Management Mutual Aid System

Motion to pass Resolution No. 2024-13 approving an Agreement updating the Village's participation in the Illinois Emergency Management Mutual Aid System in accordance with Chapter 2.54 of the Municipal Code.

Ordinance No. 2024-48 - Solid Waste Agency of Northern Cook County (SWANCC)

Motion to pass Ordinance No. 2024-48 approving an Amendment to Solid Waste Agency of Northern Cook County (SWANCC) Founding Agreement and Bylaws to allow additional alternate members.

Resolution No. 2024-14 - Solid Waste Agency of Northern Cook County (SWANCC)

Minutes Acceptance: Minutes of May 20, 2024 7:30 PM (Approval of Minutes)

Motion to pass Resolution No. 2024-14 appointing a Director and Alternates to the Solid Waste Agency of Northern Cook County (SWANCC). This resolution appoints Eric Smith, Village President as the Village's Director on the Board of Directors of the Agency, appoints Dane C. Bragg, Village Manager as Alternate Director and appoints Christopher Stilling, Deputy Village Manager as Alternate Director.

Ordinance No. 2024-49 - Bid Pump House Improvements

Motion to pass Ordinance No. 2024-49 award of Bid Pump House Improvements authorizing the Village Manager to execute a contract with William T. Connelly Inc., for the Variable Frequency Drive (VFD) Replacement Project at Pumping Stations 6 & 7 in an amount not to exceed \$125,400.00 pending review and approval by the Village attorney.

Ordinance No. 2024-50 - License Agreement with Buffalo Grove Park District

Motion to pass Ordinance No. 2024-50 authorizing License Agreement with Buffalo Grove Park District. The Buffalo Grove Police Department requests approval of License Agreement with the Buffalo Grove Park District to allow for the placement of Flock ALPR Cameras on Park District Property.

Ordinance No. 2024-51 - Chapter 5.20 Liquor Controls.

Motion to pass Ordinance No. 2024-51 amending Chapter 5.20 Liquor Controls. Three liquor licenses are being removed from the list of authorized licenses. They include K1 Speed, Inc. at 301 Hastings Lane, Roundy's Illinois, LLC d/b/a Mariano's is hereby removed as the business now holds a Class C license, and WJ Sports Entertainment, LLC at 1380 Busch Parkway is hereby removed.

Ordinance No. 2024-52 - Chapter 5.20 Liquor Controls.

Motion to pass Ordinance No. 2024-52 amending Chapter 5.20 Liquor Controls. Themis Pizza d/b/a Giordano's of Buffalo Grove at 270 McHenry Road, Nino's Pizzeria, Inc. at 960 Buffalo Grove Road and Black Pepper, Inc. d/b/a Rivaj Indian Cuisine at 1024 Weiland Road have all requested a change in liquor license from a Class A-1 to a Class A.

Ordinance No. 2024-53 - FQC Construction

Motion to pass Ordinance No. 2024-53 authorizing Execution of an Agreement with FQC Construction Management for Pre-Construction Management Services. Staff recommends entering into an agreement with Fredrick Quinn Construction (FQC) for pre-construction services for Station 25 project in an amount not to exceed \$18,750.00, pending Village Attorney approval.

Ordinance No. 2024-54 - Gewalt Hamilton Associates

Ordinance No. 2024-54 authorizing execution of an Agreement with Gewalt Hamilton Associates, Inc. for Professional Surveying and Engineering Services for site work, surveying and engineering services for the Station 25 project in the total amount of \$146,095.00.

Ordinance No. 2024-55 - True North Consultants

Motion to pass Ordinance No. 2024-55 authorizing execution of an Agreement with True North Consultants for Hazardous Materials Survey and Soil Assessment Services for the hazardous materials survey and soil assessment on the Station 25 project in an amount not to exceed \$8,167.00.

Ordinance No. 2024-56 - Flex Parking Lot

Motion to pass Ordinance No. 2024-56 Certificate of Initial Acceptance and Approval: Flex Parking Lot Development Improvements. Included in Board packets is the Certificate of Initial Acceptance for the parking lot development located at 751 Corporate Grove Drive. Staff recommends approval to begin the one-year maintenance period on May 20, 2024.

Ordinance No. 2024-57 - Radio Equipment.

Minutes Acceptance: Minutes of May 20, 2024 7:30 PM (Approval of Minutes)

Motion to pass Ordinance No. 2024-57 authorizing Purchase of Radio Equipment, authorizing Fire Department staff to purchase replacement radio equipment at a total amount not to exceed \$69,570.08 from Motorola Solutions through a cooperative purchasing contract.

Resolution No. 2024-15 - Bernard Drive

Motion to pass Resolution No. 2024-15 Bernard Drive IDOT Resolution for Phase II Engineering Design, allowing the Village to utilize Motor Fuel Tax funds to pay for Phase II Design Engineering for the Bernard Road Reconstruction Project.

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

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

ORDINANCE NO. 2024-58 – BGHS ATHLETIC FIELDS

Moved by Weidenfeld, seconded by Johnson, to pass Ordinance No. 2024-58, approving a Preliminary Plan, an Amendment to the Special Use, and Variations from the Fence Code for Improvements to Athletic Fields at Buffalo Grove High School, 1100 W. Dundee Road.

Ms. Woods reviewed the proposed ordinance, details of which are contained in the memo that she and Ms. Purvis sent to Mr. Bragg dated May 20, 2024, and in accordance with materials contained in Board packets.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2024-59 – SHOOL DISTRICT 214

Moved by Stein, seconded by Weidenfeld, to pass Ordinance No. 2024-59 authorizing a Development Improvement Agreement with Township High School District 214 for Phase 1 Improvements to Buffalo Grove High School's athletic fields subject to the receipt of the required fees and Village Attorney review and in accordance with materials contained in Board packets.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated May 16, 2024.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2024-60 – ENGINEERING SERVICES

Moved by Stein, seconded by Johnson, to pass Ordinance No. 2024-60 approving the Christopher B. Burke time and material contract for an initial limit not to exceed \$156,000.00 in accordance with materials contained in Board packets and pending Village Attorney review and approval.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg dated May 16, 2024.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2024-61 – ROAD SALT

Moved by Bocek, seconded by Johnson, to pass Ordinance No. 2024-61 authorizing execution of a contract with Morton Salt, Inc. for Road Salt (Lake County Joint Bid).

Mr. Wisniewski reviewed the proposed ordinance, details of which are contained in his memo to Mr. Bragg of May 16, 2024.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2024-62 – FY2023 BUDGET

Moved by Bocek, seconded by Weidenfeld, to pass Ordinance No. 2024-62 amending Fiscal Year 2023 Budget for the Village of Buffalo Grove.

Mr. Black reviewed the proposed ordinance, details of which are contained in his memo of May 10, 2024, to Mr. Bragg, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

QUESTIONS FROM THE AUDIENCE

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

ADJOURNMENT

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

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

Janet M. Sirabian, Village Clerk

Minutes Acceptance: Minutes of May 20, 2024 7:30 PM (Approval of Minutes)

APPROVED BY ME THIS 17th DAY OF June 2024

Village President

Minutes Acceptance: Minutes of May 20, 2024 7:30 PM (Approval of Minutes)

**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE PRESIDENT &
BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE
JEFFREY S. BRAIMAN COUNCIL CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, MONDAY JUNE 3, 2024**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Chris Black, Finance Director; Katie Golbach, Director of Human Resources; Molly Gillespie, Communications Director; Nicole Woods, Director of Community Development; Geoff Tollefson, Director of Golf Operations; Police Chief Budds; Fire Chief Baker; Deputy Fire Chief Kane; and Tyler Grace, Fire Department Management Analyst.

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

PRESIDENT'S REPORT

President Smith recognized two long-term residents who have recently passed away, **David Stolman** and **Pat Shirley**. David Stolman was a former member of the Buffalo Grove Zoning Board of Appeals, as well as Chairman of the Lake County Board and also Lake County Treasurer. Pat Shirley worked in the Village Manager's office for nearly 25 years, and among many other duties, was responsible for assembling the huge paper Village Board packets. On behalf of the Village, condolences go out to their family and friends.

President Smith congratulated our Director of Communication and Engagement, **Molly Gillespie**, on being named The Legacy Project's Emerging Professional Leader for 2024. This new award recognizes a professional member who has made exemplary contributions to the common good and the profession through public service over the last year through their local municipal work or by making substantial changes throughout the organization. Molly was chosen for her work overseeing the village's new branding initiative and transforming our communications efforts.

President Smith thanked **Buffalo Grove Pride** and the Pinta family for making yesterday's Pride Parade in Buffalo Grove a massive success. It was a fun, family-friendly event that brought out thousands of onlookers. President Smith thanked the Buffalo Grove Police Department, Fire Department and Public Works Department for all of their efforts to ensure that this was a fun and safe event for our residents.

FIRE DEPARTMENT CITATION

Chief Baker presented a Fire Chief's Citation to IAFF Local 3177 for the outstanding performance in cooperation with the Barrington Fire Department Local 3481 by hosting a Fire Ops 101 event. This event is designed to provide insight into the challenges that firefighters face every day. Chief Baker thanked all the BGFD staff that volunteered their time to be at the event, with special thanks to Lieutenant Caballero of the BGFD and Assistant Chief Art Thompson from the Barrington Fire Department for their efforts in coordinating and planning the event. Chief Baker then presented the Fire Chief's Citation to FF/PM Schroeder.

Minutes Acceptance: Minutes of Jun 3, 2024 7:30 PM (Approval of Minutes)

COMPREHENSIVE PLAN UPDATE

Ms. Woods presented the overall vision for the Comprehensive Plan. This vision paints a picture of where the Village would like to go in the next 15-20 years, and also presents four main goals that will help achieve this vision. Ms. Woods reviewed a PowerPoint presentation, details of which are contained in her memo to Mr. Bragg dated May 30, 2024, after which she answered questions from the Board.

20-YEAR WATER PRO-FORMA

Mr. Black reviewed the 20-year Water Rate Pro-Forma which reflects the latest rates and capital expenditures, details of which are contained in his memo to Mr. Bragg of June 3, 2024, after which he answered questions from the Board.

5-YEAR GENERAL FUND FORECAST

Mr. Black presented the 5-year General Fund operating forecast, the purpose of which is to provide a basis for the Village of Buffalo Grove to make informed operational decisions through strategic forecasting to anticipate future revenues and expenditures. Further details may be found in the Village of Buffalo Grove – General Fund Financial Forecast FY2025-FY2029.

SUNSET HOME RULE & UTILITY TAXES

Mr. Black reviewed the Sunset Provisions for the Home Rule Sales and Utility Taxes that were previously adopted, details of which are contained in his memo to Mr. Bragg of June 3, 2024. Staff recommends the continuation of the Home Rule Sales Tax, Municipal Natural Gas Use Tax, and Municipal Electricity Use Tax for fiscal year 2025.

QUESTIONS FROM THE AUDIENCE

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

ADJOURNMENT

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

AYES: 5 – Johnson, Cesario, Stein, Bocek, Weidenfeld

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

The meeting was adjourned at 8:33 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 17th DAY OF June 2024

Village President

Minutes Acceptance: Minutes of Jun 3, 2024 7:30 PM (Approval of Minutes)

**Action Item : Approval of Warrant #1369****Recommendation of Action**

Staff recommends approval.

TOTAL WARRANT #1369- \$8,042,277.82

ATTACHMENTS:

- Warrant Summary 1369 (PDF)

Trustee Liaison

Bocek

Staff Contact

Chris Black, Finance

Monday, June 17, 2024	
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VILLAGE OF BUFFALO GROVE WARRANT #1369
17-Jun-24

General Fund:	971,105.73
Parking Lot Fund:	390.98
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations:	311,735.01
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	1,951,512.60
Capital Projects-Vehicles/Equipment:	201,179.84
Capital Projects-Streets:	850,756.76
Retiree Health Savings (RHS):	0.00
Water Fund:	881,799.50
Buffalo Grove Golf Fund:	81,394.91
Arboretum Golf Fund:	107,239.80
Refuse Service Fund:	88,765.00
Information Technology Internal Service Fund:	97,104.71
Central Garage Internal Service Fund:	81,273.63
Building Maintenance Internal Service Fund:	138,890.93
	<u>5,763,149.40</u>
PAYROLL PERIOD ENDING 5/19/2024	1,130,963.28
PAYROLL PERIOD ENDING 6/02/2024	1,148,165.14
TOTAL WARRANT #1369	<u><u>8,042,277.82</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 Summary 1369 (2024-9 : Approval of Warrant #1369)



Action Item : Appointment of Board, Commission, and Committee Member

Recommendation of Action

Staff recommends adding Amy Parker to the Rick Kahen Commission for Residents with Disabilities.

The attached list has been updated to include Amy Parker on the Rick Kahen Commission for Residents with Disabilities.

ATTACHMENTS:

- Appointment List 6.13.24 (DOCX)

Trustee Liaison
Smith

Staff Contact
Dane Bragg, Office of the Village Manager

Monday, June 17, 2024	
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2024-2025 Committees, Commissions, and Board Appointments

Board of Fire and Police Commissioners

- Edward McKee (Chair)
- Stuart Berman
- Kevin Dryman
- Scott Fishman
- Marc Blumenthal

Planning and Zoning Commission

Bookmark not defined.

- Mitchel Weinstein (Chair)
- Amy Au
- Adam Moodhe
- Kevin Richards
- Neil Worlikar
- Marc Spunt
- Jason Davis
- Sujat Saxena

Health Commission¹

- Deb Moritz (Chair)
- Mike Garfield
- Karleen Pitchford
- Doug Pitchford
- Dr. Becky Bergman
- Nisha Patalay

Farmers Market Committee

- Paulette Greenberg (Chair)
- Larry King
- Ed Muldoon
- Sarah Lee
- Jackie Beegun

- Jane Primack
- Beth Nudelman
- David Bergman
- Mindy Lazor
- Steve McLellan
- Maanasha Sankareswari – Ramesh
- Narayanasamy Ramesh

Rick Kahen Commission for Residents with Disabilities

Members

- Judy Samuels (Chair)
- Martin Sussman (Vice Chair)
- Donna Garfield
- Dean Klassman
- Beth Shapiro
- Jack Shapiro
- Mark Weiner
- Debbie Verson
- Lexi Robinson
- Leo Njongmeta
- Matthew Dragon
- Allie Zalay
- Avi Samuels
- Gowri Magati
- Amy Parker

Volunteers

- David Morton

Police Pension Board

- Jeffrey Feld
- Kenneth Fox

Firefighters Pension Board

- Christopher Black
- Larry Stanley

Ethics Commission¹

- Jeff Berman (Chair)
- Pragnesh Patel²
- Leslie Abella
- Richard Bellows*
- Danielle Rodbro*

¹ One or more vacancies

* New appointment



Information Item : New Firefighter/Paramedic Badge Presentation

Recommendation of Action

Staff recommends presentation.

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

Trustee Liaison

Cesario

Staff Contact

Mike Baker, Fire

Monday, June 17, 2024	
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Information Item : Fire Up! Food Truck Festival

Recommendation of Action

Staff recommends presentation.

Members of Local 3177 will present an overview of the upcoming Fire Up! food truck festival scheduled for July 20, 2024.

ATTACHMENTS:

- Doc1 (PDF)

Trustee Liaison
Stein, Cesario

Staff Contact
Mike Baker, Fire

Monday, June 17, 2024	
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**Buffalo Grove Professional Firefighters &
Paramedics Local 3177 is excited to
announce the return of the.....
**Fire Up Food Truck Festival! for
2024!****



**Please join us for a day of food, music, and
fun as we raise money for our charitable
partner Project Fire Buddies!**

**Save the date for July 20th, 2024 from
12-6pm at Willow Stream Park!**





**Information Item : Announcement of the Police Department's
Coloring Contest Winners.**

Recommendation of Action

Staff recommends special recognition.

Announcement of the Police Department's coloring contest winners.

Trustee Liaison
Johnson

Staff Contact
Brian Budds, Police

Monday, June 17, 2024



Action Item : Acceptance of the 2023 Audit and Management Letter

Recommendation of Action

Staff recommends acceptance.

In accordance with state statute, this was completed and submitted to the State of Illinois Comptroller's Office. The financial audit is presented in the form of the Annual Comprehensive Financial Report. The purpose of the Annual Comprehensive Financial Report is to provide accurate and meaningful information concerning village's financial condition and performance. Independent auditors have verified that the village has fairly presented its financial position, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Representatives from Lauterbach and Amen, will provide a brief presentation and answer questions at the Board Meeting. A copy of the 2023 Annual Comprehensive Financial Report document has been provided to the Village Board under separate cover.

ATTACHMENTS:

- Buffalo Grove ACFR 23 (PDF)

Trustee Liaison
Bocek

Staff Contact
Chris Black, Finance

Monday, June 17, 2024	
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VILLAGE OF BUFFALO GROVE, ILLINOIS

ANNUAL COMPREHENSIVE FINANCIAL REPORT



FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2023

50 Raupp Blvd
Buffalo Grove, IL 60089
Phone: 847.459.2500
www.vbg.org

VILLAGE OF BUFFALO GROVE, ILLINOIS

**ANNUAL COMPREHENSIVE
FINANCIAL REPORT**

**FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2023**

Prepared by:
Finance Department

Chris Black
Finance Director/Village Treasurer

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

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INTRODUCTORY SECTION

This section includes miscellaneous data regarding the Village of Buffalo Grove, including:

- List of Principal Officials
- Organizational Chart
- Letter of Transmittal
- GFOA Certificate of Achievement for Excellence in Financial Reporting

VILLAGE OF BUFFALO GROVE, ILLINOIS

List of Principal Officials December 31, 2023

Eric Smith
Village President

Janet M. Sirabian
Village Clerk

Board of Trustees

Denice Bocek

Andrew Stein

Frank Cesario

Lester Ottenheimer

Joanne Johnson

David Weidenfield

Appointed Officials

Dane Bragg, Village Manager

Christopher Stilling
Deputy Village Manager

Chris Black
Finance Director/Village Treasurer

Brian Budds
Chief of Police

William Baker
Fire Chief

Michael Skibbe
Deputy Village Manager/Public Works Director

Kathryn Golbach
Human Resource Director

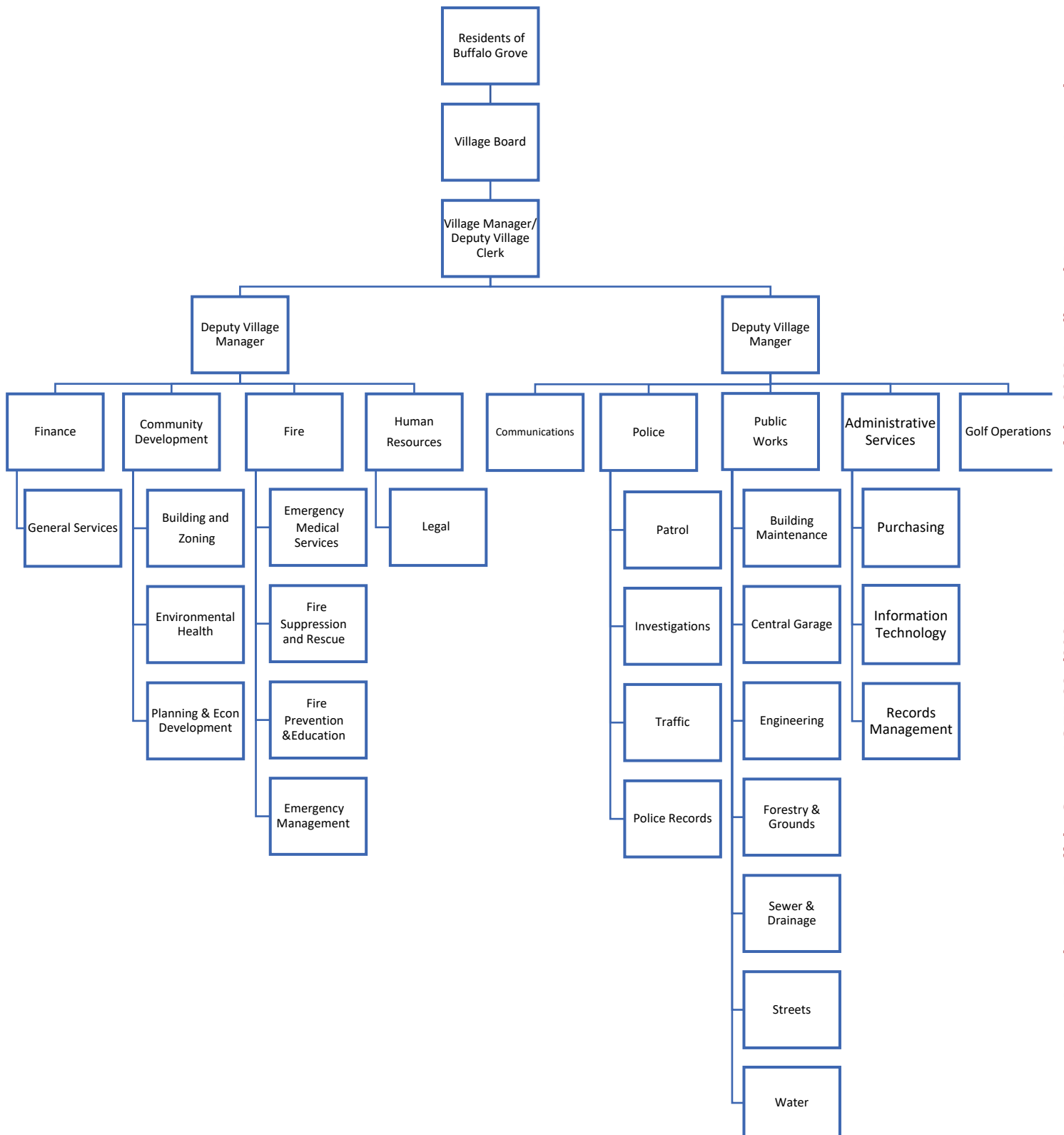
Kyle Johnson
Deputy Public Works Director/Village Engineer

Nicole Woods
Director of Community Development

Brett Robinson
Administrative Services Director

Geoff Tollefson
Golf Course Manager

ORGANIZATIONAL CHART



VILLAGE OF BUFFALO GROVE

Department of Finance and General Services
50 Raupp Boulevard, Buffalo Grove, IL 60089
Phone: 847-459-2500 | Fax: 847-459-0332



June 5, 2024

The Honorable Eric Smith
Members of the Village Board
Citizens of the Village of Buffalo Grove

The Annual Comprehensive Financial Report of the Village of Buffalo Grove for the year ended December 31, 2023, is submitted herewith. This report represents a comprehensive picture of the Village's financial activities during Fiscal Year 2023 and the financial condition of its various funds at December 31, 2023. State law requires that all general-purpose local governments publish within six months of the close of each fiscal year a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audit in accordance with generally accepted auditing standards by a firm of licensed certified public accountants.

Management assumes full responsibility for the completeness and reliability of all information presented in the report based upon a comprehensive internal control framework. Because the cost of internal controls should not outweigh their benefits, the Village's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement.

Lauterbach & Amen, Independent Certified Public Accountants, have issued an unmodified (clean) opinion on the Village's financial statements for the fiscal year ended December 31, 2023. The independent auditors' report is presented at the front of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of a Management's Discussion and Analysis (MD&A). The letter of transmittal is designated to complement the MD&A and should be read in conjunction with it. The Village of Buffalo Grove's MD&A can be found immediately following the report of the independent auditors.

Profile of the Village of Buffalo Grove

The Village of Buffalo Grove was incorporated March 7, 1958, and is located approximately 29 miles northwest of the downtown of the City of Chicago. The Village resides in both Cook and Lake Counties and spans 9.2 square miles and based on the 2020 U.S. Census, serves a population of 43,212. The Village of Buffalo Grove is empowered to levy a property tax on real property located within its boundaries. It is also empowered by state statute to extend its corporate limits by annexation, which it has done from time to time.

The Village became a home rule unit by referendum on July 1, 1980, giving it additional powers to tax and regulate in ways not specifically granted, or prohibited, by the Illinois Constitution. As a home rule entity, the Village has no tax rate or debt limits, nor is it required to conduct a referendum to authorize the issuance of debt or to increase property taxes.

The Village operates under a Council/Manager form of government. Policy making and legislative authority are vested with the Village Board, which consists of a President and a six-member Board of Trustees. The Village Board is responsible for passing ordinances and resolutions, adopting the annual budget, appointing committees, and hiring the Village's Manager and Attorney. The Village Manager is responsible for carrying out the policies, ordinances, and resolutions of the Village Board, developing and presenting an annual budget, overseeing the day-to-day operations of the Village, and appointing department directors.

The Village provides a full range of services including police and fire protection, construction and maintenance of streets and infrastructure, planning and zoning, water and sewer utilities, and general administrative services. The Village also operates two golf courses and a municipal commuter parking lot. To provide these services there were 218 full-time and 38 part-time/seasonal positions in the Fiscal Year 2023 annual budget.

Budgetary Control and Accounting Systems

The annual budget serves as the foundation for the Village's financial planning and as a management spending control document. All departments of the Village of Buffalo Grove are required to submit budget requests by a specified date each year. These requests serve as the starting point for budget development. The proposed budget is presented to the Village Board in November and adopted by ordinance in December concurrently with the property tax levy.

Legal spending thresholds are established through the annual budget under the budget officer method. The Village Board is required to hold a public hearing on the budget document and must adopt a final budget no later than December 31st of each year. The budget is prepared by fund, department, and program. Department directors may make transfers of budget allocations within a department. Transfers of budget allocations between funds, however, require the approval of the Village Board. All budget adjustments must be approved by the Village Board to amend the legal spending thresholds.

The accounts of the Village are organized on the basis of funds, each of which is considered a separate and distinct accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures. Revenues are allocated to and accounted for in individual funds based upon the purpose for which they are to be expended and the means by which spending activities are controlled. The accounting records for general governmental operations are maintained on the modified accrual basis, with revenues being recorded when available and measurable and expenditures being recorded when the material or services are received, and the liability is incurred. Accounting records for the Village's enterprise funds, internal service funds, agency funds and pension trust funds are maintained on the accrual basis of accounting.

Factors Affecting Financial Condition

Local Economy

The Village is primarily residential, with supporting commercial activity and limited industrial and manufacturing activity. There are approximately 771 licensed businesses operating in the Village. The majority of residents are employed in management, professional, sales and office occupations. The Village's unemployment statistics have consistently been lower than the national and state averages, with an unemployment rate at the end of the year at 3.5 percent besting the state by 1.0 percent.

External economic factors at the national and state level continue to impact the Village's revenue profile and, subsequently its ability to manage operating and capital resources.

- Property tax collections totaled \$18,050,357 which is an increase over the previous year's total of \$17,037,558, or 5.9 percent.
- Water and Sewer collections increased from \$16,119,322 in 2022 to \$18,195,154 in 2023; a total increase of 12.88 percent.
- Sales taxes, both state shared and home rule, generated \$18,599,362 in 2023, an increase of 1.58 percent.

The Village equalized assessed valuation increased by \$72.8 million or 4.2 percent to \$1.82 billion for the 2022 levy year. The Lake County portion of the Village's equalized assessed value increased by 1.6 percent and Cook County portion increased by 14.4 percent.

The unassigned fund balance of the General Fund will again exceed the 30 percent threshold of the subsequent year's budgeted expenditures, less non-operating transfers, which is preferred level in the policy established by the Village Board. At the end of 2022, the Village has a planned decrease in unassigned fund balance of \$4.86 million and a corresponding increase in committed fund balance to finance capital improvements at a new public works facility.

<u>Fiscal Year Ended</u>	<u>Unassigned Fund Balance</u>	<u>Budgeted Expenditures</u>	<u>Percent</u>
December 31, 2014	\$13,225,644	\$37,083,251	35.67%
December 31, 2015	\$14,991,907	\$38,165,617	39.29%
December 31, 2016	\$16,143,726	\$39,177,439	41.21%
December 31, 2017	\$18,902,476	\$39,477,439	47.88%
December 31, 2018	\$17,039,974	\$39,717,331	42.90%
December 31, 2019	\$18,939,974	\$43,948,348	43.10%
December 31, 2020	\$20,134,162	\$44,657,330	45.09%
December 31, 2021	\$22,485,209	\$44,610,467	50.40%
December 31, 2022	\$17,701,070	\$46,945,915	37.70%
December 31, 2023	\$18,522,000	\$49,103,697	37.70%

Long-Term Financial Planning

The Village compiles a General Fund Five-Year Financial Forecast annually which provides an analysis of future revenue and expenditures. This report is completed in tandem with the start of the annual budget process. Other long-range financial plans include the five-year Capital Improvement Plan, Twenty-Year Water Fund Pro-Forma, and a Twenty-Year Storm Sewer Pro Forma.

The Village assesses its capital needs through the Capital Improvement Plan (CIP) update. This document is a planning tool to identify short- and medium-term capital needs (facilities, infrastructure, and roadways) and measure those demands against the Village's ability to pay. For a project to be incorporated into the CIP, it must involve the creation, improvement, or acquisition of a tangible asset with an original cost of at least \$25,000.

The Village has begun Phase 2 of its Infrastructure Modernization Program. Over the next four years, another approximately \$115 million in projects are planned to address growing stormwater needs and to replace aging facilities. Funding strategies for each project seek to maximize grant opportunities, keep the Village's tax levy flat and limit water and sewer fee increases.

The Twenty-Year Water Fund Pro-Forma provides an overview of the Water Fund and adequacy of the current water rate to fund operating expenses and infrastructure improvements as well as generating a reserve to continue with a pay-as-you-go approach to capital budgeting. The Reserve for Capital Replacement Funding Report lists all Village owned vehicles, the service life, and its respective reserve balance.

Major Initiatives

In 2023, the Village of Buffalo Grove issued over 3,100 commercial and residential building permits. These permits represent a total project valuation of \$205 million invested in the Buffalo Grove community. In addition to building permit activity, the following major projects occurred in 2023:

The Town Center Redevelopment project, The Clove, made significant progress throughout the year. Two new restaurants, Chick-fil-A and Guzman y Gomez were completed and opened in the Fall. Also finalized was the remodeling of the existing building façade north of Old Checker Road. Additionally, the build out of an anchor grocer, additional commercial and residential work began. When complete, the redevelopment will provide a central space for Buffalo Grove residents to gather, shop, dine and enjoy.

Substantial progress was made on the property at 1650 Leider Lane, which is being retrofitted to house public works and engineering services. This project will continue into the new year and is anticipated to be completed by late summer.

The Village Board approved a 16-acre redevelopment of the long-vacant property at 915-945 Dundee Road, formerly occupied by the Rohrman auto dealership. The site will be anchored by a Tesla dealership and feature two adjacent retail tenants, plus luxury residential units in the back. A newly created Tax Increment Financing (TIF) District makes this redevelopment feasible.

The Village embarked on a journey to envision the future of Buffalo Grove with three major initiatives – the strategic plan, comprehensive plan, and community branding. The strategic plan outlines an overall vision for the community and will guide the Village Board and staff in prioritizing policies, actions, and initiatives over the next 5 years. The comprehensive plan outlines a long-term (15-20 year) vision for the community's physical environment, with special emphasis on the Dundee Road and Milwaukee Avenue corridors. The community branding project seeks to develop an authentic identity that will embody the essence of BG and the Village partnered with a consultant to conduct research, analyze data, and develop an overall plan to re-brand the Village.

In 2023, 107 businesses opened, expanded and/or relocated in the Village of Buffalo Grove.

Awards and Acknowledgments

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village of Buffalo Grove for its Annual Comprehensive Financial Report for the fiscal year ended December 31, 2022. This was the forty-first consecutive

year that the government has received this prestigious award. To be awarded a Certificate of Achievement, the government published an easily readable and efficiently organized Annual Comprehensive Financial Report. This report satisfies both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current Annual Comprehensive Financial Report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

In addition, the Village also received the GFOA's Distinguished Budget Presentation Award for its annual budget document for the fiscal year beginning January 1, 2023. In order to qualify for the Distinguished Budget Presentation Award, the Village's budget document had to be judged proficient as a policy document, a financial plan, an operations guide, and a communications device.

The preparation of this report would not have been possible without the dedicated services of the entire staff of the Finance Department. Credit also must be given to the Village President and Board of Trustees, and the Village Manager Dane Bragg for their assistance in planning and conducting the fiscal affairs of the Village in a responsible manner.

Respectfully submitted,



Chris Black



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Village of Buffalo Grove
Illinois**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2022

Christopher P. Morrell

Executive Director/CEO

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

FINANCIAL SECTION

This section includes:

- Independent Auditor's Reports
- Management's Discussion and Analysis
- Basic Financial Statements
- Required Supplementary Information
- Other Supplementary Information
- Supplemental Schedules

INDEPENDENT AUDITOR’S REPORTS

This section includes the opinion of the Village’s independent auditing firm.



INDEPENDENT AUDITOR'S REPORT

June 5, 2024

The Honorable Village President
Members of the Board of Trustees
Village of Buffalo Grove, Illinois

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Buffalo Grove (the Village), Illinois, as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Buffalo Grove, Illinois, as of December 31, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Village, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Village of Buffalo Grove, Illinois
June 5, 2024

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedules, and supplementary pension and other post-employment benefit (OPEB) schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Village of Buffalo Grove, Illinois
June 5, 2024

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village of Buffalo Grove, Illinois' basic financial statements. The other supplementary information and supplemental schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, other supplementary information and supplemental schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 5, 2024, on our consideration of the Village's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control over financial reporting and compliance.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT
AUDITING STANDARDS**

June 5, 2024

The Honorable Village President
Members of the Board of Trustees
Village of Buffalo Grove, Illinois

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Buffalo Grove, Illinois, as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated June 5, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Village's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

Village of Buffalo Grove, Illinois
June 5, 2024

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

MANAGEMENT’S DISCUSSION AND ANALYSIS

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited) December 31, 2023

The Village of Buffalo Grove's Management's Discussion and Analysis (MD&A) offers the readers of the Village of Buffalo Grove's financial statements this narrative overview and analysis of the financial activities of the Village of Buffalo Grove for the fiscal year ended December 31, 2023. This information presented here should be considered in conjunction with additional information provided in the letter of transmittal, which is found in the introductory section of this report, and the Village's financial statements, which can be found in the basic financial statement section of this report.

Financial Highlights

- The assets and deferred outflows of the Village exceeded its liabilities and deferred inflows at December 31, 2023 by \$124.6 million (net position). The Net Position for governmental activities is \$44.9 million or 36.0 percent of the total, and business-type activities account for \$79.7 million. Of this amount, \$7.7 million is unrestricted. Governmental activities unrestricted amount is (\$17.4) million at the end of the year. This negative amount of unrestricted assets is directly related to the recognition of all retirement obligations in noncurrent liabilities, which is \$147.5 million for 2023 (an increase of \$3.2 million or 2.2% from 2022).
- The Village's total debt increased by \$0.4 million (or 0.6 percent). Total general bonded debt outstanding is \$45.4 million as of December 31, 2023. During the year, the Village issued \$0.5 million in installment notes payable, \$1.6 million in leases payable, \$1.0 million in subscriptions payable, and is accounting for \$19 million in TIF Revenue notes per a developer agreement for redevelopment of property located in the TIF District.
- The Village's net position increased by \$17.5 million (or 16.3 percent) from a beginning balance of \$107.1 million during the fiscal year ending December 31, 2023. The governmental net position increased by \$14.4 million (47.2 percent) from a beginning balance of \$30.5 million and the business-type activities net position increased by \$3.1 million (4.0 percent) from a beginning balance of \$76.6 million.
- As of December 31, 2023, the Village of Buffalo Grove's General Fund reported ending fund balance of \$56.7 million, an increase of \$8.9 million from the prior year. Of this amount, \$18.5 million was unassigned.

Overview of the Financial Statements

The MD&A is intended to serve as an introduction to the Village's basic financial statements. The Village of Buffalo Grove's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-wide financial statements

The government-wide financial statements are designed to provide readers with a broad overview of the Village's finances similar to the corporate sector in that all governmental and business-type activities are consolidated into one total for the Primary Government.

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The statement of net position presents information on all assets and deferred outflows and liabilities and deferred inflows, with the difference between the two reported as net position. Changing of net position total over time can be one useful indicator in assessing the financial position of the Village. This statement combines and consolidates governmental funds' current financial resources (short-term spendable resources) with capital assets and long-term obligations using the accrual basis of accounting and economic resources measurement focus.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event causing the change occurs, regardless of the timing of related cash flows. Revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (e.g., uncollected taxes).

Both of the government-wide financial statements distinguish functions of the Village that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Village include public safety (police and fire), public works, streets and sidewalks, community development, and general government. Property taxes, state and home rule sales tax, shared state income tax, real estate transfer tax, prepared food and beverage tax, and utility taxes finance most of these services. The Business-type Activities reflect private sector type operations and include Water and Sewer Funds, Refuse Fund, Buffalo Grove Golf Course and Arboretum Golf Course. The intent is for the fees to cover the costs of operations, infrastructure replacement, and debt services expenses.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Village uses fund accounting to ensure and demonstrate fiscal accountability and legal compliance. All of the funds of the Village can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds are used to account for primarily the same functions reported as governmental activities in the government wide financial statements. The focus, unlike the government-wide financial statement, is on the sources and uses of available resources (cash and cash equivalents), in order to provide a near, or short-term view of the Village's operations. This information is useful in the evaluation of short-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

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The Village of Buffalo Grove maintains ten individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General, Lake Cook Road TIF, Debt Service, Facilities Development, Street Maintenance, and Vehicle Equipment Replacement Funds, which are classified as major funds. Data on the other four governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in the report.

Proprietary Funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The Village uses enterprise funds to account for its water and sewer utility, refuse service, and activities at the Buffalo Grove and Arboretum Golf Courses. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Water and Sewer Fund and the Arboretum Golf Fund as they are considered major funds.

Fiduciary Funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are reflected in the government-wide financial statement since the implementation of GASB 67 & 68. The implementation was completed in fiscal year 2015. The accounting used for fiduciary funds is much like that used for proprietary funds. Notes to the financial statement provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the budgetary comparison to actual for the general fund, as well as the Village's progress in funding its obligation to provide pension and retiree benefit plans to its employees.

Government-wide Financial Analysis

The assets and deferred outflows of the Village of Buffalo Grove exceeded liabilities and deferred inflows by \$124.6 million as of December 31, 2023. The largest portion of the Village's net position reflects its net investment in capital assets (\$109.4 million). Those capital assets include land, construction in progress, buildings, streets, utility infrastructure, and equipment, less any outstanding debt related to the original acquisition. The Village uses these capital assets to help facilitate service delivery to its residents; consequently, these assets are not available for future spending. Although the Village's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay the debt must be provided from other sources, since the capital assets cannot be used to reduce these liabilities.

A portion of the Village's net position (\$7.5 million) represents resources that are subject to external restrictions on how they may be used, of that amount \$5.1 million is restricted for improvements to roadway, public infrastructure, and other municipal public improvements. The remaining balance of unrestricted net position of \$7.7 million includes \$1.0 million for capital projects related to the new Public Works facility. The total increase in unrestricted net position from the prior year is \$15.3 million (201.3 percent).

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The Village's combined net position increased by \$17.5 million as a result of governmental activities increasing by \$14.4 million and business-type activities increasing by \$3.1 million. The net position of the Village's governmental activities was \$44.9 million. The Village's unrestricted net position for governmental activities that are available for day-to-day financial operations were (\$17.4) million compared to (\$30.0) million at December 31, 2022. The net position of business-type activities was \$79.7 million. The business-type activities unrestricted net position increased by \$2.7 million from the previous year.

Village of Buffalo Grove's Net Position (in Millions)*

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Assets						
Current / Other Assets	\$ 95.9	96.5	29.5	30.1	125.4	126.6
Capital Assets	106.3	95.7	60.0	58.2	166.3	153.9
Total Assets	202.2	192.2	89.5	88.3	291.7	280.5
Deferred Outflows	25.8	28.4	2.9	2.1	28.7	30.5
Total Assets/Deferred Outflows	228.0	220.6	92.4	90.4	320.4	311.0
Liabilities						
Current Liabilities	13.8	12.2	2.1	3.5	15.9	15.7
Non-Current Liabilities	139.2	137.6	8.6	6.7	147.8	144.3
Total Liabilities	153.0	149.8	10.7	10.2	163.7	160.0
Deferred Inflows	30.1	40.3	2.0	3.6	32.1	43.9
Total Liabilities/ Deferred Inflows	183.1	190.1	12.7	13.8	195.8	203.9
Net Position:						
Net Investment in Capital Assets	54.8	50.0	54.6	53.3	109.4	103.3
Restricted	7.5	10.5	-	0.9	7.5	11.4
Unrestricted	(17.4)	(30.0)	25.1	22.4	7.7	(7.6)
Total Net Position	44.9	30.5	79.7	76.6	124.6	107.1

* Values may differ from financials due to rounding.

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited) December 31, 2023

Normal Impacts

There are five basic (normal) transactions that will affect the comparability of the Statement of Net Position summary presentation.

Net Results of Activities – which will impact (increase/decrease) current assets and unrestricted net position.

Borrowing of Capital – which will increase current assets and long-term debt.

Spending Borrowed Proceeds on New Capital – which will reduce current assets and increase capital assets. There is a second impact, an increase in invested in capital assets and an increase in related net debt which will not change the net investment in capital assets.

Reduction of Capital Assets through Depreciation – which will reduce capital assets and net investment in capital assets.

Current Year Impacts

At the end of the current fiscal year, the Village reported positive balances in all three categories of net position for the government as a whole as well as for business-type activities, whereas two of the three categories of net position for governmental activities resulted in positive balances.

Within the governmental activities, the Village decrease in “Current and Other Assets” of \$0.6 million is primarily related to \$8.8 million more in cash and investments offset by \$5.9 million less in other assets. The Village experienced an increase of \$1.0 million (5.9 percent) in property taxes, \$0.2 million (1.0 percent) in sales and use taxes, and \$2.4 million (63.2 percent) in other general revenues. Telecommunications taxes stayed consistent with the prior year. The Village experienced a decrease of \$0.1 million (1.7 percent) in service charge revenues, \$2.0 million in operating grants/contributions, \$1.3 million (81.3 percent) in capital grants/contributions, \$0.2 million (2.8 percent) in income taxes, \$0.1 million (3.7 percent) in utility taxes, \$0.9 million (45.0 percent) in property transfer taxes.

The Village maintained capital improvement and asset purchases in 2023. The Village has adopted a philosophy of funding capital improvements to a large extent on a pay-as-you-go basis, and retires debt obligations quickly, resulting in positive net position calculations.

Changes in Net Position

The Village's total revenues and expenses for governmental and business-type activities are reflected in the following chart:

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited)
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Village of Buffalo Grove's Changes in Net Position (in Millions)*

	Governmental		Business-Type		Total	
	Activities		Activities			
	2023	2022	2023	2022	2023	2022
Revenues						
Program Revenues						
Charges for Services	\$ 5.9	6.0	22.4	19.5	28.3	25.5
Grants / Contributions						
Operating	3.2	5.2	-	-	3.2	5.2
Capital	0.3	1.6	-	0.3	0.3	1.9
General Revenues						
Property Taxes	18.0	17.0	-	-	18.0	17.0
Sales and Use Taxes	20.3	20.1	-	-	20.3	20.1
Income Taxes	6.9	7.1	-	-	6.9	7.1
Telecommunications Taxes	0.7	0.7	-	-	0.7	0.7
Utility Taxes	2.6	2.7	-	-	2.6	2.7
Property Transfer Taxes	1.1	2.0	-	-	1.1	2.0
Other General Revenues	6.2	3.8	1.0	0.9	7.2	4.7
Total Revenues	65.2	66.2	23.4	20.7	88.6	86.9
Expenses						
General Government	12.9	27.1	-	-	12.9	27.1
Public Safety	30.2	30.8	-	-	30.2	30.8
Public Works	7.4	8.0	-	-	7.4	8.0
Interest	3.5	1.2	-	-	3.5	1.2
Water and Sewer	-	-	13.2	10.6	13.2	10.6
Refuse	-	-	0.9	0.9	0.9	0.9
Golf	-	-	3.0	2.4	3.0	2.4
Total Expenses	54.0	67.1	17.1	13.9	71.1	81.0
Change in Net Position						
Before Transfers	11.2	(0.9)	6.3	6.8	17.5	5.9
Transfers	3.2	(5.3)	(3.2)	5.3	-	-
Change in Net Position	14.4	(6.2)	3.1	12.1	17.5	5.9
Net Position - Beginning	30.5	36.7	76.6	64.5	107.1	101.2
Net Position - Ending	44.9	30.5	79.7	76.6	124.6	107.1

* Values may differ from financials due to rounding.

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

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Management's Discussion and Analysis (Unaudited) December 31, 2023

Normal Impacts

Revenues

Economic Condition – which can reflect a declining, stable or growing economic environment and has a substantial impact on property, sales, income, utility tax revenues as well as public spending habits for building permits, elective user fees and volumes of consumption.

Increase/Decrease in the Village Approved Rates – while certain tax rates are set by statute, the Village has significant authority to impose and periodically increase/decrease rates (water, building and licensing fees, ambulance fee, etc.).

Changing patterns in Intergovernmental and Grant Revenue – (both recurring and non-recurring) – certain recurring revenue (state shared revenues) may experience significant changes periodically while non-recurring (one-time) grants are less predictable and often distorting in their impact on year-to-year comparisons.

Market Impact on Investment Income – the Village's investment portfolio is structured to meet certain liabilities as they become due and the income generated is subject to market conditions that may cause the investment income to fluctuate.

Expenses

Changes in Authorized Personnel – changes in service demand may cause the Village to increase/decrease authorized staffing.

Salary Increase (general wage adjustments and merit) – compensation adjustments to ensure the Village can attract and retain high level employees.

Inflation – while overall inflation appears to be reasonably modest, the Village is a major consumer of certain commodities such as supplies, fuels, and parts. Some functions may experience unusual commodity-specific increases (e.g. fuel, road salt).

Current Year Impacts

Government Activities:

Governmental activities increased the Village's net position by \$16.1 million to \$46.6 million. Significant elements contributing to this net change are as follows;

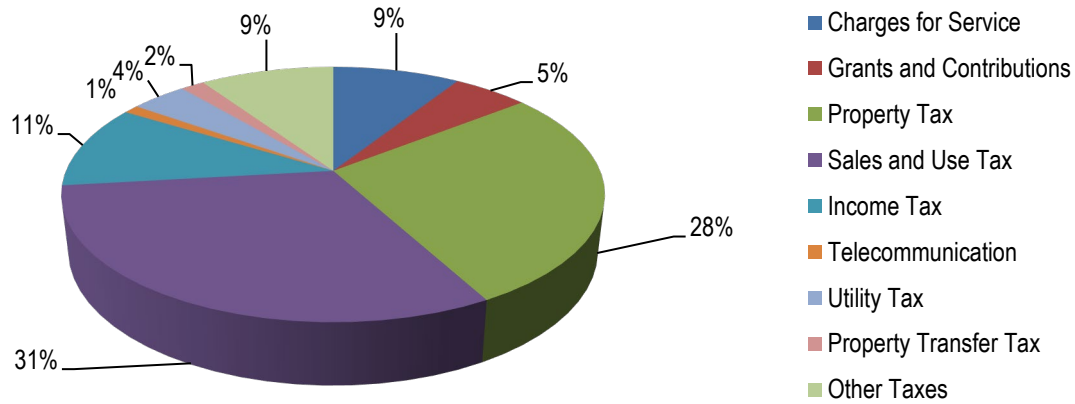
Revenues:

Revenues for the Village's governmental activities for the year ended December 31, 2023 were \$65.2 million, a decrease of \$1.0 million or 1.5 percent. Property taxes continue to be one of the Village's largest sources of revenue (27.6 percent) at \$18.0 million. There was a 0.74% increase in the corporate agency tax levy collected in 2022 as the counties were able to collect a higher percentage of taxes billed than in 2021. The corporate levy for 2023, to be collected in 2024, is funding Police and Fire Protection. Included within the property tax revenues are the pension levies for the Police and Firefighter Pension Funds and IMRF/Social Security. The pension levies account for 35.3 percent of the property tax levy. Other taxes and intergovernmental revenue including sales tax, state income tax, utility tax, prepared food and beverage tax, hotel tax, and real estate transfer tax total \$31.6 million or 48.5 percent of total governmental activities revenue.

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Village of Buffalo Grove 2023 Revenue by Source Governmental Activities

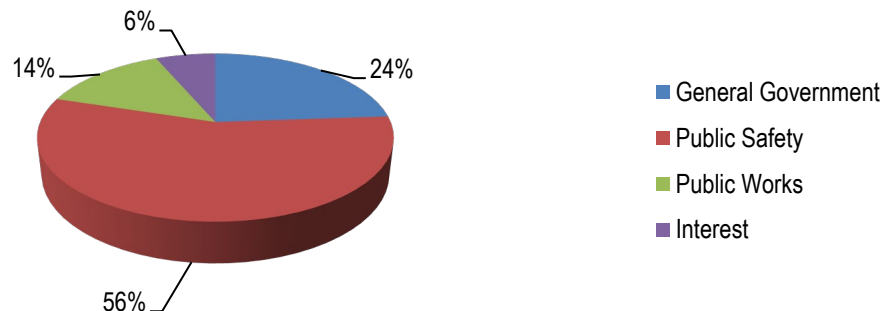


Sales and use taxes increased by \$0.2 million compared to the previous year as retail sales remained strong throughout the year. Telecommunications taxes stayed consistent compared to prior year. Income taxes decreased \$0.2 million from FY 2022, a 2.8 percent change. Utility taxes decreased \$0.1 million compared to the prior year. Property transfer taxes decreased \$0.9 million compared to prior year. Sales and use tax are key indicators for the Village of Buffalo Grove's local economy and are remaining steady year over year.

Expenses:

The cost of all governmental activities this year was \$54.0 million, a decrease of 19.5 percent from 2022 (\$13.1 million). The largest decrease was made in General Government expenses of \$14.2 million (52.4 percent) in 2023 as one-time developer expenses of \$19 million were recognized in 2022 in the TIF Fund as per a developer agreement for redevelopment of property located in the TIF District. Public Safety expenses decreased by \$0.6 million and Public Works also decreased \$0.6 million compared to the prior year.

Village of Buffalo Grove 2023 Expenses by Function Governmental Activities Expenses



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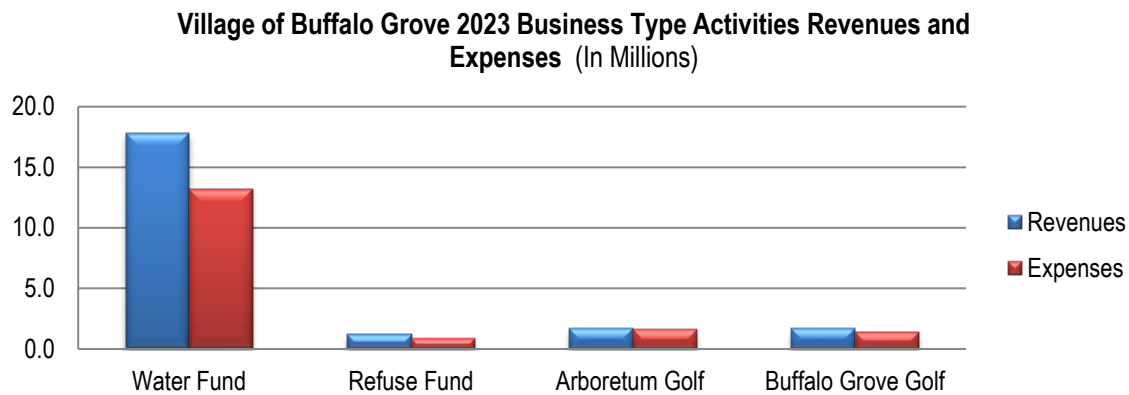
The Statement of Activities shows that \$5.9 million in revenue was generated to finance the services rendered by the user fees. Another \$3.5 million in revenue was generated by operating and capital grants and other contributions that was expended for capital improvements.

Business-Type Activities:

Business-type activities net position increased by \$3.1 million. Significant changes are noted below.

Revenue:

Water charges for services and sales increased \$2.1 million from the previous year, mainly due to the collection of \$1.99 million in sewer tap-on fees due to new development. The total amount pumped was 1.31 billion gallons in 2022 versus 1.29 billion in 2023. The utility increased revenue with a 4.0 percent water rate increase. There was a slight increase in water consumed of 0.10 billion gallons (.91 percent) which equates to an increase in water sales. The two golf courses generated \$3.4 million in 2023, \$1.0 million (41.7 percent) more than 2023 earnings. The following graph shows a comparison of revenues and expenses for each business type activity (excludes non-operating activity, transfers and GAAP adjustments).



Expenses:

Expenses from all business-type activities increased by \$3.2 million or 23.0 percent. The Water Fund expenses increased \$2.6 million from prior year, which compares favorably to a budgeted increase in expenses. Golf expenses increased in 2023 to \$3.0 million in total or 50.0 percent.

Financial Analysis of the Village's Funds

As noted earlier, the Village utilizes fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds

The focus of the Village's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources.

VILLAGE OF BUFFALO GROVE, ILLINOIS

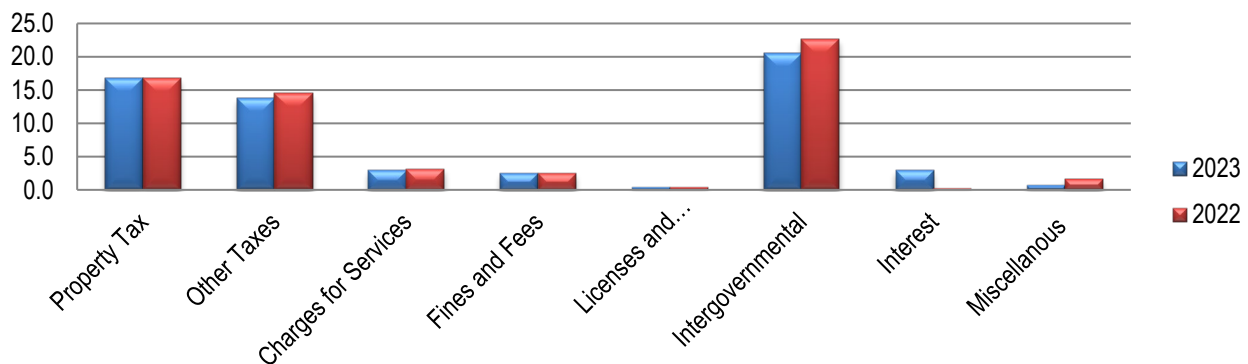
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The Village's governmental funds for the year ended December 31, 2023, reflect a combined fund balance of \$66.3 million on its balance sheet. This represents a \$4.6 million dollar increase over the balance posted last year. Governmental revenues decreased a total of \$977 thousand. Sales taxes, both state shared and home rule, increased by \$290 thousand dollars. The increase reflects a stable year in retail sales. State shared income taxes decreased by \$148 thousand and building permit revenues decreased by \$143 thousand. Governmental expenditures decreased from the prior year by \$13.1 million. A decrease of \$19 million from 2022 for a one-time expenditure recorded in the Lake Cook Road TIF fund related to a TIF Revenue Note is offset by other increases totaling \$5.9 million, including interest expense increases of \$2.3 million related to new GASB requirements for the recording of leases and subscription contracts. The net decrease in fund balance for the Capital Projects Facilities Fund in 2023 was \$6.1 million compared to a combined increase in all other Governmental Funds of \$10.7 million. This decrease resulted from the use of bond proceeds money received in 2022 and spent in 2023. Of the total fund balance of \$66.3 million, \$18.5 million is unassigned indicating availability for future obligations.

The 2023 unassigned fund balance increased by \$737 thousand. Nonspendable fund balance (\$143 thousand) represents amounts set aside for inventory and deposits. Restricted fund balance (\$8.5 million) relates to the remaining proceeds available on the 2022 General Obligation Bond, federal and state seizure funds, and nonmajor special revenue fund balances including the Motor Fuel Tax and Local Motor Fuel Tax funds. Committed fund balance (\$39.3 million) is to be used for future capital replacement.

The General Fund is the Village's main operating fund and accounts for core municipal services including, public safety (police and fire), public works, community development, and general administration. As such, it's useful to review the liquidity of the fund by comparing the unassigned fund balance against the General Fund operating budget. As of December 31, 2023, the unassigned fund balance represents 37.7 percent of the FY 2023 operating budget. The Fund Balance of the General Fund increased by \$8.9 million for the fiscal year ended December 31, 2023.

Village of Buffalo Grove 2023 General Fund Revenue (in millions)



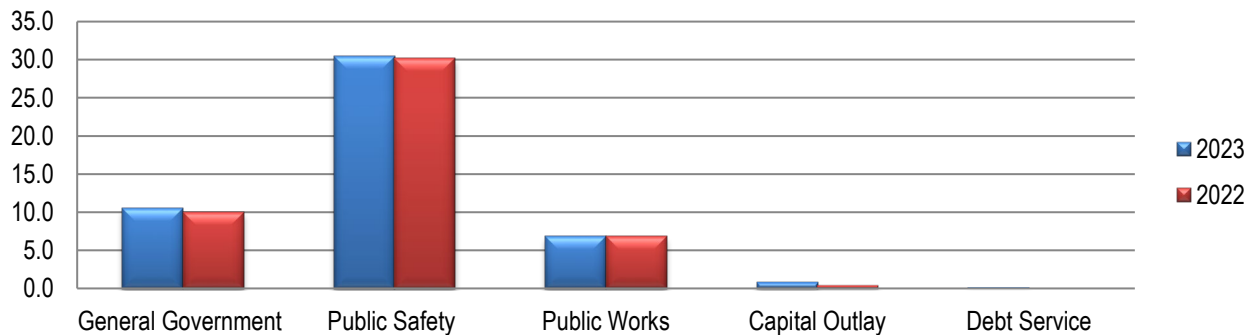
General Fund revenues decreased by \$1.2 million in 2023. The most notable decreases were in grants, real estate transfer tax, and recorded revenue for the Village's prior insurance pool, IRMA for \$910 thousand, \$2.2 million, \$813 thousand, respectively. These decreases were offset by an increase in interest income of \$2.6 million. As noted earlier, there was a decrease in state income tax of \$.14 million (2.1 percent) and local use tax of \$.69 million (4.0%). Building permit revenue decreased by \$0.14 million (7.3%). The increase in sales taxes of \$.24 million (2.3%) was due to stable retail sales during the year. Other State of Illinois shared revenues increased \$57,503 (13.1%).

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The overall decrease in the General Fund revenue was 1.9 percent, while expenditures increased 2.7 percent (\$1.3 million) in 2023.

Village of Buffalo Grove 2023 General Fund Expenditures



The surplus of revenues over expenditures (before other financing sources/uses) was \$11.7 million. Adding in the Other Financing Sources (Uses), the net change to fund balance resulted in an increase of \$8.9 million. Public Safety Expenditures increased \$0.3 million, 1.1 percent, in FY 2023. Public Works increased 0.1 percent (\$38 thousand) and General Government spent \$467 thousand more in 2023 versus 2022.

Special Revenue Funds have a combined fund balance of \$6.2 million as of December 31, 2023. In 2023 the Village continued its initiative to improve local roadways by resurfacing streets, repairing bridges, and maintaining street, curb and gutter as needed. These projects were funded by state and local motor fuel tax revenue, bond proceeds, transfers from the General Fund and grant revenues in 2023. Revenues received from the state share of the motor fuel tax were \$1.9 million and local share of motor fuel tax of \$0.64 million. The scope of each year's identified maintenance, as determined through pavement analysis studies, typically surpasses the revenues received. The Capital Projects Street Fund expended \$2.4 million using the various revenue sources. Some street projects tied to grant funding were completed in 2023, the remainder will be expended in FY 2024.

The Debt Service Fund has a fund balance of \$28,179 at the end of FY 2023, which is a decrease of \$4,070 as the remaining funds from the 2020 bond proceeds were spent and the money transferred out to the applicable funds. The Village debt totals \$65.5 million, which includes general obligation bonds, a TIF revenue note, installment contracts payable, leases payable and subscriptions payable. A total of \$2.6 million in principal was retired in the current year. The interest paid associated with the debt retired was \$2.2 million. Debt per capita is \$1,809.72 as of December 31, 2023.

Proprietary Funds

The Village of Buffalo Grove's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The Village reports that both the Water and Sewer Fund and the Arboretum Golf Course as major proprietary funds. The Water and Sewer Fund accounts for all operating expenses of the municipal water system. Water is purchased wholesale from the City of Evanston through the Northwest Water Commission of which the Village is one of four members. Sanitary sewer service is provided by the Lake County Public Works Department for those property owners in Lake County. The Village acts as a billing partner to reduce administrative costs. The Metropolitan Water Reclamation District of Greater Chicago handles all the sanitary sewer treatment for Cook County residents and recovers its expenses through a property tax levy.

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The water and sewer utility experienced net operating income before interest and transfers of \$5.1 million for FY 2023, a decrease of \$0.6 million (10.1 percent) from the prior fiscal year. A rate increase of 4 percent was applied to all water and sewer usage. Sewer operations accounted for 47.9 percent, or \$6.6 million of the total Water and Sewer operational expenses. Water operations accounted for \$2.6 million (18.7 percent) and capital outlay for both systems totaling \$2.6 million (18.7 percent). The purchase of water accounted for 14.7 percent, or \$2.0 million. Sanitary sewer fees collected on behalf of Lake County Public Works were \$3.5 million for FY 2023. These two pass-through expenses account for 31 percent of the total operating expense of the fund.

Nonoperating revenue (expense) increased \$178,618 due to investment income.

The unrestricted net position of the Water and Sewer Fund at the end of the current fiscal year was \$23.6 million and of that amount \$9.4 million is the Village's equity interest in the Northwest Water Commission. The installment note to pay down the water meter replacement project is \$4.1 million, or 44.0 percent, of total liabilities in the water and sewer enterprise. The note is paid off by the increased margin of water metering accuracy.

The Village of Buffalo Grove owns and operates two municipal golf courses. The Village also reported the Arboretum Golf Course Fund as a major proprietary fund. This fund accounts for all operations of the Arboretum Golf Course. The course reported a year end unrestricted net position balance of \$379,419. Total revenues were up \$334,154 from 2022. The Buffalo Grove Golf Course generated \$1.7 million in operating revenue while incurring \$1.3 million in operating expenses. A total of 73,506 paid rounds were played between the two courses in 2023.

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General Fund Budgetary Highlights

The budget is formally presented to the Village Board in November and approved in December in conjunction with the tax levy request. As the Village operates under the Budget Officer Act, a public hearing for public comment is conducted, before the budget is adopted. The budget document sets the legal spending ceiling for each fund and serves as the day-to-day management tool to ensure fiscal accountability.

General Fund Budgetary Highlights For the Fiscal Year Ended December 31, 2023 (in thousands)*

	Final Budget	Actual
Revenues and Transfers:		
Taxes	\$ 28,151	30,513
Intergovernmental	16,469	20,545
Charges for Services	2,389	2,957
Fines and Fees	1,838	2,496
Licenses and permits	350	361
Other Revenues	982	5,649
Transfers In	780	914
Total Revenues and Transfers	50,959	63,435
Expenditures and Transfers		
Expenditures	49,104	48,698
Transfers Out	11,446	5,798
Total expenditures and Transfers	60,550	54,496
Change in fund balance	(9,591)	8,939

* Values may differ from financials due to rounding.

Revenue (taxes) performed better than expected due to stronger than anticipated sales, home rule sales and income taxes. Actual expenditures slightly performed better than budget due to the reduction in transfers out to other funds.

Capital Assets

At the end of December 31, 2023, the Village had a combined total capital assets of \$166.1 million invested in a broad range of capital assets including, buildings, streets, storm sewers, and equipment. This amount represents a net increase (including additions and deductions) of \$11.9 million.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited) December 31, 2023

Village of Buffalo Grove Capital Assets at Year End (in millions)*

		Governmental		Business-Type		Total	
		Activities		Activities			
		2023	2022	2023	2022	2023	2022
Land	\$	43.8	43.9	6.2	6.2	50.0	50.1
Construction in Progress		15.5	13.6	4.1	13.3	19.6	26.9
Buildings		12.4	12.8	1.4	1.6	13.8	14.4
Equipment and Vehicles		9.0	6.8	0.3	0.2	9.3	7.0
Land Improvements		2.8	2.4	-	-	2.8	2.4
Streets and Storm Sewers		21.2	16.2	-	-	21.2	16.2
Water and Sewer Infrastructure		-	-	46.9	36.9	46.9	36.9
Leased Assets		0.6	-	0.7	-	1.3	-
Subscription Assets - Software		0.9	-	0.3	0.3	1.2	0.3
		106.2	95.7	59.9	58.5	166.1	154.2

* Values may differ from financials due to rounding.

The Governmental Activities net capital assets increased from last year by \$10.5 million (11.0 percent). For the Business-type activities, the net capital assets increased by \$1.4 million or (2.4 percent).

The capital activity for the Village of Buffalo Grove is mostly in streets, water and sewer, and vehicles, including the construction in progress in these areas. The amounts added to the asset classes were offset by accumulated depreciation and not shown in the table above.

Detailed information on the Village's capital assets is included in Note 3.

Long-Term Debt

At year end, the Village had total debt outstanding of \$71.8 million as shown in the next table:

Village of Buffalo Grove Long-Term Debt (in millions)*

		Governmental		Business-Type		Total	
		Activities		Activities			
		2023	2022	2023	2022	2023	2022
General Obligation Bonds	\$	45.4	48.0	-	-	45.4	48.0
TIF Revenue Note Payable		19.0	19.0	-	-	19.0	19.0
IEPA Loans		-	-	0.2	0.2	0.2	0.2
Installment Contracts Payable		0.5	-	4.1	4.7	4.6	4.7
Leases Payable		0.6	-	0.7	-	1.3	-
Subscriptions Payable		1.0	-	0.3	0.3	1.3	0.3
		66.5	67.0	5.3	5.2	71.8	72.2

* Values may differ from financials due to rounding.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Management's Discussion and Analysis (Unaudited) December 31, 2023

The Village maintains assigned “AAA” ratings on its general obligation bonds from Standard and Poor’s Corporation. Moody’s Investor Services rates the Village of Buffalo Grove as “AA1”.

The total per capita general obligation (GO) debt for the community stands at \$1,184.47 and represents 1.00 percent of the equalized assessed valuation of the Village.

The Village, under its home rule authority, does not have a legal debt limit.

Detailed information on the Village’s long-term debt can be found in Note 3.

Economic Factors and Next Year’s Budgets and Rates

The Village entered 2024 with a balanced operating budget. The budget for the fiscal year beginning January 1, 2024, is \$163,177,555, a 29.3 percent increase from the previous year. The General Fund operating budget totals \$77,647,772 resulting in a 28.2 percent increase over the previous year.

Total capital spending during the year is estimated to be \$42.3 million. Continued emphasis will remain on developing innovative ways to deliver services and reduce costs while actively working to improve sales tax collections through economic development. In 2024, the Village enters Phase II of a capital program to address the community’s water and sanitary sewer system infrastructure replacement and street resurfacing and reconstructions projects. The additional funding that increases in water and sewer utility rates as well as the new fixed facility fees bring in are allocated entirely to capital projects and used to offset debt service exposure in the property tax levy.

Property taxes remain the Village’s most stable revenue although the total assessed value of all taxable property was not expected to increase for the 2023 tax levy (extended and collected in 2024). A tax levy was adopted for the 2024 budget at the same level as the prior year for an increase of 0.0 percent. The Village mitigated an additional \$4.07 million in levied taxes through full abatements of the 2020 and 2022 bonds, as well as a partial abatement of the 2012 and 2016 bonds. If these amounts were not abated the levy increase would have been 23.8 percent. The Village will use operating funds to pay the bond payable amount not covered by the tax levy.

A Storm Water Management User Fee introduced in the FY 2016 budget offsets the costs related to maintaining, repairing, and developing an infrastructure reserve for future system needs. This revenue stream has resulted in an additional \$1.1 million to the General Fund that is funding new and replacement storm sewer infrastructure.

Budgeted expenditures include general wage adjustments for non-represented employees and contractual salary adjustments which are part of labor agreements. The Village currently has two represented employee groups (police and fire).

Health insurance increases are minimized by the economies of scale provided by the Village’s membership in the Intergovernmental Personnel Benefits Cooperative (IPBC). All other operating expenditures will be generally unchanged. Capital projects are budgeted to increase by \$16.8 million, or 66.5%.

VILLAGE OF BUFFALO GROVE, ILLINOIS**Management's Discussion and Analysis (Unaudited)
December 31, 2023**

CONTACTING THE VILLAGE'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, customers, investors, and creditors with a general overview of the Village's finances and to demonstrate the Village's accountability for the money it receives. Questions concerning this report or requests for additional financial information should be directed to Chris Black, Director of Finance or Christine Berman, Deputy Director of Finance, Village of Buffalo Grove, 50 Raupp Boulevard, Buffalo Grove, IL 60089.

BASIC FINANCIAL STATEMENTS

The basic financial Statements include integrated sets of financial statements as required by the GASB. The sets of statements include:

- Government-Wide Financial Statements
- Fund Financial Statements

Governmental Funds

Proprietary Funds

Fiduciary Funds

In addition, the notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.

VILLAGE OF BUFFALO GROVE, ILLINOIS

**Statement of Net Position
December 31, 2023**

See Following Page

VILLAGE OF BUFFALO GROVE, ILLINOIS

Statement of Net Position
December 31, 2023

	Governmental Activities	Business-Type Activities	Totals
ASSETS			
Current Assets			
Cash and Investments	\$ 70,391,620	15,662,953	86,054,573
Receivables - Net of Allowances	25,321,140	4,391,696	29,712,836
Internal Balances	-	-	-
Inventories	142,941	33,998	176,939
Total Current Assets	95,855,701	20,088,647	115,944,348
Noncurrent Assets			
Capital Assets			
Nondepreciable/Nonamortizable	59,321,321	10,262,344	69,583,665
Depreciable /Amortizable	136,282,000	109,889,703	246,171,703
Accumulated Depreciation/Amortizable	(89,309,892)	(60,160,654)	(149,470,546)
Total Capital Assets	106,293,429	59,991,393	166,284,822
Other Assets			
Investment in Joint Venture	-	9,419,862	9,419,862
Total Noncurrent Assets	106,293,429	69,411,255	175,704,684
Total Assets	202,149,130	89,499,902	291,649,032
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Items - IMRF	6,895,593	1,199,342	8,094,935
Deferred Items - Police Pension	7,381,400	-	7,381,400
Deferred Items - Firefighters' Pension	7,816,762	-	7,816,762
Deferred Items - RBP	3,718,789	198,398	3,917,187
Deferred Items - ARO	-	1,464,050	1,464,050
Total Deferred Outflows of Resources	25,812,544	2,861,790	28,674,334
Total Assets and Deferred Outflows of Resources	227,961,674	92,361,692	320,323,366

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

	Governmental Activities	Business-Type Activities	Totals
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 7,032,502	1,159,128	8,191,630
Accrued Payroll	1,053,910	72,507	1,126,417
Accrued Interest Payable	1,675,394	1,685	1,677,079
Deposits Payable	460,754	49,714	510,468
Other Payables	590,958	-	590,958
Compensated Absences Payable	216,369	18,451	234,820
Current Portion of Long-Term Debt	2,768,793	783,718	3,552,511
Total Current Liabilities	13,798,680	2,085,203	15,883,883
Noncurrent Liabilities			
Compensated Absences Payable	865,474	73,805	939,279
Net Pension Liability - IMRF	8,750,831	1,522,021	10,272,852
Net Pension Liability - Police Pension	28,866,686	-	28,866,686
Net Pension Liability - Firefighters' Pension	19,387,683	-	19,387,683
Total OPEB Liability - RBP	12,609,911	672,738	13,282,649
General Obligation Bonds Payable - Net	47,707,455	-	47,707,455
IEPA Loan Payable	-	211,365	211,365
Installment Notes Payable	443,998	3,528,796	3,972,794
TIF Revenue Note Payable	19,000,000	-	19,000,000
Leases Payable	571,747	600,847	1,172,594
Subscriptions Payable	950,447	313,388	1,263,835
Asset Retirement Obligation	-	1,725,500	1,725,500
Total Noncurrent Liabilities	139,154,232	8,648,460	147,802,692
Total Liabilities	152,952,912	10,733,663	163,686,575
DEFERRED INFLOWS OF RESOURCES			
Grants	3,190,570	-	3,190,570
Property Taxes	17,115,541	-	17,115,541
Deferred Items - IMRF	162,960	28,343	191,303
Deferred Items - Police Pension	3,422,489	-	3,422,489
Deferred Items - Firefighters' Pension	3,007,517	-	3,007,517
Deferred Items - RBP	3,166,928	168,955	3,335,883
Deferred Items - Leases	-	1,769,323	1,769,323
Total Deferred Inflows of Resources	30,066,005	1,966,621	32,032,626
Total Liabilities and Deferred Inflows of Resources	183,018,917	12,700,284	195,719,201
NET POSITION			
Net Investment in Capital Assets	54,846,913	54,553,279	109,400,192
Restricted - IMRF	726,069	-	726,069
Restricted - Seizure Funds	547,278	-	547,278
Restricted - Motor Fuel Tax	5,149,668	-	5,149,668
Restricted - Metra Parking Lot	16,307	-	16,307
Restricted - TIF	1,010,713	-	1,010,713
Unrestricted (Deficit)	(17,354,191)	25,108,129	7,753,938
Total Net Position	44,942,757	79,661,408	124,604,165

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Statement of Activities

For the Fiscal Year Ended December 31, 2023

	Expenses	Program Revenues		
		Charges for Services	Operating Grants/ Contributions	Capital Grants/ Contributions
Governmental Activities				
General Government	\$ 12,936,534	3,393,303	-	-
Public Safety	30,167,512	2,473,489	722,689	-
Public Works	7,359,700	22,203	2,506,550	259,079
Interest on Long-Term Debt	3,548,463	-	-	-
Total Governmental Activities	54,012,209	5,888,995	3,229,239	259,079
Business-Type Activities				
Water and Sewerage	13,197,356	17,822,403	-	-
Arboretum Golf	1,649,653	1,702,939	-	-
Buffalo Grove Golf	1,368,546	1,659,018	-	-
Refuse Service	930,853	1,181,549	-	-
Total Business-Type Activities	17,146,408	22,365,909	-	-
Total Primary Government	71,158,617	28,254,904	3,229,239	259,079
General Revenues				
Taxes				
Property				
Home Rule Sales Tax				
Telecommunications Tax				
Utility Tax				
Property Transfer Tax				
Food and Beverage Tax				
Hotel/Motel Tax				
Other Taxes				
Intergovernmental - Unrestricted				
State Income Tax				
Sales Tax				
Local Use Tax				
Replacement Tax				
Road and Bridge Tax Vernon				
Video Gaming Tax				
Cannabis Tax				
Other Taxes				
Investment Income				
Miscellaneous				
Transfers - Internal Activity				
Change in Net Position				
Net Position - Beginning				
Net Position - Ending				

The notes to the financial statements are an integral part of this statement.

Net (Expenses)/Revenues		
Primary Government		
Governmental Activities	Business-Type Activities	Totals
(9,543,231)	-	(9,543,231)
(26,971,334)	-	(26,971,334)
(4,571,868)	-	(4,571,868)
(3,548,463)	-	(3,548,463)
(44,634,896)	-	(44,634,896)
-	4,625,047	4,625,047
-	53,286	53,286
-	290,472	290,472
-	250,696	250,696
-	5,219,501	5,219,501
(44,634,896)	5,219,501	(39,415,395)
18,050,357	-	18,050,357
8,079,657	-	8,079,657
716,612	-	716,612
2,632,410	-	2,632,410
1,091,309	-	1,091,309
956,192	-	956,192
175,361	-	175,361
99,709	-	99,709
6,947,878	-	6,947,878
10,519,705	-	10,519,705
1,682,028	-	1,682,028
74,975	-	74,975
126,193	-	126,193
177,869	-	177,869
274,071	-	274,071
19,946	-	19,946
3,592,939	666,334	4,259,273
689,286	372,751	1,062,037
3,204,912	(3,204,912)	-
59,111,409	(2,165,827)	56,945,582
14,476,513	3,053,674	17,530,187
30,466,244	76,607,734	107,073,978
44,942,757	79,661,408	124,604,165

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Balance Sheet - Governmental Funds
December 31, 2023

	General	Special Revenue Lake Cook Road TIF
ASSETS		
Cash and Investments	\$ 57,886,157	1,010,713
Receivables - Net of Allowances		
Taxes	22,881,097	-
Other	1,320,295	-
Due from Other Funds	84,372	-
Inventories	142,941	-
Total Assets	82,314,862	1,010,713
LIABILITIES		
Accounts Payable	3,637,218	-
Accrued Payroll	1,005,566	-
Deposits Payable	460,754	-
Due to Other Governments	590,958	-
Due to Other Funds	-	-
Total Liabilities	5,694,496	-
DEFERRED INFLOWS OF RESOURCES		
Grants	3,110,605	-
Property Taxes	16,780,272	-
	19,890,877	-
Total Liabilities and Deferred Inflows of Resources	25,585,373	-
FUND BALANCES		
Nonspendable	142,941	-
Restricted	1,273,347	1,010,713
Committed	36,791,201	-
Unassigned	18,522,000	-
Total Fund Balances	56,729,489	1,010,713
Total Liabilities, Deferred Inflows of Resources and Fund Balances	82,314,862	1,010,713

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

Debt Service	Capital Projects			Nonmajor	Totals
	Facilities Development	Street Maintenance	Vehicle Equipment Replacement		
27,081	3,517,749	2,040,780	438,182	4,999,253	69,919,915
335,269	-	-	-	-	23,216,366
1,098	-	614,726	-	168,655	2,104,774
-	-	-	-	-	84,372
-	-	-	-	-	142,941
363,448	3,517,749	2,655,506	438,182	5,167,908	95,468,368
-	2,155,933	498,746	420,437	1,933	6,714,267
-	-	-	-	-	1,005,566
-	-	-	-	-	460,754
-	-	-	-	-	590,958
-	-	-	-	84,372	84,372
-	2,155,933	498,746	420,437	86,305	8,855,917
-	-	79,965	-	-	3,190,570
335,269	-	-	-	-	17,115,541
335,269	-	79,965	-	-	20,306,111
335,269	2,155,933	578,711	420,437	86,305	29,162,028
-	-	-	-	-	142,941
28,179	995,924	-	-	5,165,975	8,474,138
-	365,892	2,076,795	17,745	-	39,251,633
-	-	-	-	(84,372)	18,437,628
28,179	1,361,816	2,076,795	17,745	5,081,603	66,306,340
363,448	3,517,749	2,655,506	438,182	5,167,908	95,468,368

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Reconciliation of Total Governmental Fund Balance to Net Position - Governmental Activities

December 31, 2023

Total Governmental Fund Balances	\$ 66,306,340
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.	106,293,429
Less: Internal Service Capital Assets	(946,333)
Deferred outflows (inflows) of resources related to the pensions not reported in the funds.	
Deferred Items - IMRF	6,732,633
Deferred Items - Police Pension	3,958,911
Deferred Items - Firefighters' Pension	4,809,245
Deferred Items - RBP	551,861
Internal service funds are used by the Village to charge the costs of vehicle and equipment management and employee compensated absences to individual funds. The assets and liabilities of the internal service funds are included in the governmental activities in the Statement of Net Position	60,707
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.	
Compensated Absences Payable	(1,081,843)
Net Pension Liability - IMRF	(8,750,831)
Net Pension Liability - Police Pension	(28,866,686)
Net Pension Liability - Firefighters' Pension	(19,387,683)
Total OPEB Liability - RBP	(12,609,911)
General Obligation Bonds Payable - Net	(50,318,820)
Installment Note Payable	(497,228)
TIF Revenue Note Payable	(19,000,000)
Leases Payable	(642,201)
Accrued Interest	(1,668,833)
Net Position of Governmental Activities	<u>44,942,757</u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS**Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds
For the Fiscal Year Ended December 31, 2023**

See Following Page

VILLAGE OF BUFFALO GROVE, ILLINOIS

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds For the Fiscal Year Ended December 31, 2023

	General	Special Revenue Lake Cook Road TIF
Revenues		
Taxes	\$ 30,513,366	954,358
Intergovernmental	20,545,354	-
Charges for Services	2,957,216	-
Licenses and Permits	361,283	-
Fines and Forfeitures	2,495,692	-
Investment Income	2,860,730	-
Miscellaneous	686,689	-
Total Revenues	60,420,330	954,358
Expenditures		
General Government	10,493,488	6,000
Public Safety	30,513,656	-
Public Works	6,813,495	-
Capital Outlay	805,037	-
Debt Service		
Principal Retirement	72,493	-
Interest and Fiscal Charges	-	-
Total Expenditures	48,698,169	6,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	11,722,161	948,358
Other Financing Sources (Uses)		
Debt Issuance	714,694	-
Disposal of Capital Assets	1,386,855	-
Transfers In	913,675	-
Transfers Out	(5,798,418)	-
	(2,783,194)	-
Net Change in Fund Balances	8,938,967	948,358
Fund Balances - Beginning	47,790,522	62,355
Fund Balances - Ending	56,729,489	1,010,713

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

Debt Service	Capital Projects			Nonmajor	Totals
	Facilities Development	Street Maintenance	Vehicle Equipment Replacement		
333,883	-	-	-	-	31,801,607
-	-	259,079	-	2,506,550	23,310,983
-	-	-	-	85	2,957,301
-	-	-	-	-	361,283
-	-	-	-	74,719	2,570,411
25,360	357,960	-	-	348,889	3,592,939
-	2,597	-	-	-	689,286
359,243	360,557	259,079	-	2,930,243	65,283,810
-	-	-	-	304,721	10,804,209
-	-	-	-	-	30,513,656
-	-	-	-	-	6,813,495
-	7,072,989	2,418,600	3,372,542	-	13,669,168
2,591,265	-	-	53,320	-	2,717,078
2,163,093	-	-	-	-	2,163,093
4,754,358	7,072,989	2,418,600	3,425,862	304,721	66,680,699
(4,395,115)	(6,712,432)	(2,159,521)	(3,425,862)	2,625,522	(1,396,889)
-	-	-	550,548	-	1,265,242
-	-	-	134,336	-	1,521,191
4,416,404	597,765	2,281,984	2,740,978	646,342	11,597,148
(25,359)	-	(342)	-	(2,568,117)	(8,392,236)
4,391,045	597,765	2,281,642	3,425,862	(1,921,775)	5,991,345
(4,070)	(6,114,667)	122,121	-	703,747	4,594,456
32,249	7,476,483	1,954,674	17,745	4,377,856	61,711,884
28,179	1,361,816	2,076,795	17,745	5,081,603	66,306,340

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities - Governmental Activities

For the Fiscal Year Ended December 31, 2023

Net Change in Fund Balances - Total Governmental Funds	\$ 4,594,456
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.	
Capital Outlays	13,658,773
Depreciation Expense	(3,098,039)
Disposals - Cost	(579,115)
Disposals - Accumulated Depreciation	576,320
Less: Internal Service	(946,333)
The net effect of deferred outflows (inflows) of resources related to the pensions not reported in the funds.	
Change in Deferred Items - IMRF	12,498,161
Change in Deferred Items - Police Pension	(2,557,876)
Change in Deferred Items - Firefighters' Pension	(2,831,273)
Change in Deferred Items - RBP	536,635
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal on long-term debt consumes the current financial resources of the governmental funds.	
Change in Compensated Absences Payable	28,666
Change in Net Pension Liability - IMRF	(13,721,302)
Change in Net Pension Liability - Police Pension	4,346,528
Change in Net Pension Liability - Firefighters' Pension	3,017,631
Change in Total OPEB Liability - RBP	(1,160,303)
Issuance of Debt	(1,265,242)
Retirement of Debt - Net	3,047,659
Changes to accrued interest on long-term debt in the Statement of Activities does not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.	(1,668,833)
Changes in Net Position of Governmental Activities	<u>14,476,513</u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

**Statement of Net Position - Proprietary Funds
December 31, 2023**

See Following Page

VILLAGE OF BUFFALO GROVE, ILLINOIS

Statement of Net Position - Proprietary Funds
December 31, 2023

	Business-Type Activities - Enterprise				Governmental Activities
	Water and Sewerage	Arboretum Golf	Nonmajor	Totals	Internal Service
ASSETS					
Current Assets					
Cash and Investments	\$ 14,104,824	343,643	1,214,486	15,662,953	471,705
Receivables - Net of Allowances					
Accounts	2,366,384	-	-	2,366,384	-
Other	68,128	-	9,167	77,295	-
Leases	-	1,052,158	895,859	1,948,017	-
Inventories	-	9,919	24,079	33,998	-
Total Current Assets	16,539,336	1,405,720	2,143,591	20,088,647	471,705
Noncurrent Assets					
Capital Assets					
Nondepreciable/Nonamortizable	4,019,110	5,219,738	1,023,496	10,262,344	-
Depreciable/Amortizable	94,736,921	11,575,860	3,576,922	109,889,703	1,013,928
Accumulated Depreciation/Amortization	(47,193,196)	(10,180,747)	(2,786,711)	(60,160,654)	(67,595)
Total Capital Assets	51,562,835	6,614,851	1,813,707	59,991,393	946,333
Other Assets					
Investment in Joint Venture	9,419,862	-	-	9,419,862	-
Total Noncurrent Assets	60,982,697	6,614,851	1,813,707	69,411,255	946,333
Total Assets	77,522,033	8,020,571	3,957,298	89,499,902	1,418,038
DEFERRED OUTFLOWS OF RESOURCES					
Deferred Items - IMRF	927,772	94,128	177,442	1,199,342	-
Deferred Items - RBP	167,675	-	30,723	198,398	-
Deferred Items - ARO	1,464,050	-	-	1,464,050	-
Total Deferred Outflows of Resources	2,559,497	94,128	208,165	2,861,790	-
Total Assets and Deferred Outflows of Resources	80,081,530	8,114,699	4,165,463	92,361,692	1,418,038

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

	Business-Type Activities - Enterprise				Governmental Activities
	Water and Sewerage	Arboretum Golf	Nonmajor	Totals	Internal Service
LIABILITIES					
Current Liabilities					
Accounts Payable	\$ 1,150,872	7,836	420	1,159,128	318,235
Accrued Payroll	55,534	6,481	10,492	72,507	48,344
Accrued Interest Payable	-	-	1,685	1,685	6,561
Deposits Payable	25,075	24,639	-	49,714	-
Compensated Absences Payable	1,650	4,045	12,756	18,451	-
IEPA Loan Payable	20,916	-	-	20,916	-
Installment Note Payable	610,091	-	-	610,091	-
Leases Payable	-	83,292	53,191	136,483	-
Subscription Payable	16,228	-	-	16,228	33,744
Total Current Liabilities	1,880,366	126,293	78,544	2,085,203	406,884
Noncurrent Liabilities					
Compensated Absences Payable	6,600	16,182	51,023	73,805	-
Net Pension Liability - IMRF	1,177,386	119,453	225,182	1,522,021	-
Total OPEB Liability - RBP	568,562	-	104,176	672,738	-
IEPA Loan Payable	211,365	-	-	211,365	-
Installment Note Payable	3,528,796	-	-	3,528,796	-
Leases Payable	-	366,682	234,165	600,847	-
Subscription Payable	313,388	-	-	313,388	950,447
Asset Retirement Obligation	1,725,500	-	-	1,725,500	-
Total Noncurrent Liabilities	7,531,597	502,317	614,546	8,648,460	950,447
Total Liabilities	9,411,963	628,610	693,090	10,733,663	1,357,331
DEFERRED INFLOWS OF RESOURCES					
Deferred Items - IMRF	21,926	2,224	4,193	28,343	-
Deferred Items - RBP	142,792	-	26,163	168,955	-
Deferred Items - Leases	-	939,569	829,754	1,769,323	-
Total Deferred Inflows of Resources	164,718	941,793	860,110	1,966,621	-
Total Liabilities and Deferred Inflows of Resources	9,576,681	1,570,403	1,553,200	12,700,284	1,357,331
NET POSITION					
Net Investment in Capital Assets	46,862,051	6,164,877	1,526,351	54,553,279	(37,858)
Unrestricted	23,642,798	379,419	1,085,912	25,108,129	98,565
Total Net Position	70,504,849	6,544,296	2,612,263	79,661,408	60,707

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

**Statement of Revenues, Expenses and Changes in Net Position - Proprietary Funds
For the Fiscal Year Ended December 31, 2023**

	Water and Sewerage
Operating Revenues	
Charges for Services	\$ 17,822,403
Interfund Services	-
Miscellaneous	372,751
Total Operating Revenues	<u>18,195,154</u>
Operating Expenses	
Operations	11,212,209
Capital Outlay	90,827
Depreciation and Amortization	1,772,748
Total Operating Expenses	<u>13,075,784</u>
Operating Income	<u>5,119,370</u>
Nonoperating Revenues (Expenses)	
Investment Income	635,841
Interest Expense	<u>(121,572)</u>
	<u>514,269</u>
Income Before Transfers	5,633,639
Transfers Out	<u>(3,004,912)</u>
Change in Net Position	2,628,727
Net Position - Beginning	<u>67,876,122</u>
Net Position - Ending	<u><u>70,504,849</u></u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

Business-Type Activities - Enterprise			Governmental Activities
Arboretum Golf	Nonmajor	Totals	Internal Service
1,702,939	2,840,567	22,365,909	-
-	-	-	5,594,330
-	-	372,751	-
1,702,939	2,840,567	22,738,660	5,594,330
1,430,569	2,142,957	14,785,735	5,479,617
-	34,364	125,191	-
187,684	110,451	2,070,883	67,595
1,618,253	2,287,772	16,981,809	5,547,212
84,686	552,795	5,756,851	47,118
13,495	16,998	666,334	-
(31,400)	(11,627)	(164,599)	(47,118)
(17,905)	5,371	501,735	(47,118)
66,781	558,166	6,258,586	-
-	(200,000)	(3,204,912)	-
66,781	358,166	3,053,674	-
6,477,515	2,254,097	76,607,734	60,707
6,544,296	2,612,263	79,661,408	60,707

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Statement of Cash Flows - Proprietary Funds
For the Fiscal Year Ended December 31, 2023

	Water and Sewerage
Cash Flows from Operating Activities	
Receipts from Customers and Users	\$ 18,588,919
Interfund Services Provided	-
Payments to Suppliers	(11,540,993)
Payments to Employees	(1,236,621)
	<u>5,811,305</u>
Cash Flows from Capital and Related Financing Activities	
Purchase of Capital Assets	(2,483,339)
Issuance of Debt	-
Principal Retirement	(583,856)
Interest Expense	(121,572)
	<u>(3,188,767)</u>
Cash Flows from Noncapital Financing Activities	
Transfers Out	<u>(3,004,912)</u>
Cash Flows from Investing Activities	
Investment Income	<u>635,841</u>
Net Change in Cash and Cash Equivalents	253,467
Cash and Cash Equivalents - Beginning	<u>13,851,357</u>
Cash and Cash Equivalents - Ending	<u><u>14,104,824</u></u>
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities	
Operating Income	5,119,370
Adjustments to Reconcile Operating Income to Net Cash Provided by (Used in) Operating Activities:	
Depreciation and Amortization Expense	1,772,748
Other Income	11,444
(Increase) Decrease in Current Assets	382,321
Increase (Decrease) in Current Liabilities	(1,474,578)
Net Cash Provided by Operating Activities	<u><u>5,811,305</u></u>

The notes to the financial statements are an integral part of this statement.

Business-Type Activities - Enterprise			Governmental Activities
Arboretum Golf	Nonmajor	Totals	Internal Service
1,818,363	2,910,174	23,317,456	-
-	-	-	5,594,330
(1,370,092)	(359,781)	(13,270,866)	(4,558,604)
(274,401)	(1,993,195)	(3,504,217)	(1,003,613)
173,870	557,198	6,542,373	32,113
(533,528)	(385,434)	(3,402,301)	(1,013,928)
533,528	340,714	874,242	1,013,928
(83,554)	(53,358)	(720,768)	(29,737)
(31,400)	(11,627)	(164,599)	(47,118)
(114,954)	(109,705)	(3,413,426)	(76,855)
-	(200,000)	(3,204,912)	-
13,495	16,998	666,334	-
72,411	264,491	590,369	(44,742)
271,232	949,995	15,072,584	516,447
343,643	1,214,486	15,662,953	471,705
84,686	552,795	5,756,851	47,118
187,684	110,451	2,070,883	67,595
16,321	37,842	65,607	-
99,103	69,607	551,031	-
(213,924)	(213,497)	(1,901,999)	(82,600)
173,870	557,198	6,542,373	32,113

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

**Statement of Fiduciary Net Position
December 31, 2023**

	<u>Pension Trust</u>
ASSETS	
Cash and Cash Equivalents	\$ 1,152,872
Investments	
Illinois Police Officers' Pension Investment Fund	93,568,520
Illinois Firefighters' Pension Investment Fund	80,417,929
Equity Securities	415,895
Due from Municipality	19,009
Prepays	<u>795</u>
Total Assets	<u>175,575,020</u>
LIABILITIES	
Accounts Payable	<u>4,722</u>
NET POSITION	
Net Position Restricted for Pensions	<u><u>175,570,298</u></u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

**Statement of Changes in Fiduciary Net Position
For the Fiscal Year Ended December 31, 2023**

	Pension Trust
Additions	
Contributions - Employer	\$ 5,822,970
Contributions - Plan Members	1,282,813
Contributions - Other	418,623
Total Contributions	<u>7,524,406</u>
Investment Earnings	
Interest Earned	1,964,213
Net Change in Fair Value	20,576,930
	<u>22,541,143</u>
Less Investment Expenses	(209,144)
Net Investment Income	<u>22,331,999</u>
Total Additions	<u>29,856,405</u>
Deductions	
Administration	113,139
Benefits and Refunds	<u>10,712,044</u>
Total Deductions	<u>10,825,183</u>
Change in Fiduciary Net Position	19,031,222
Net Position Restricted for Pensions	
Beginning	<u>156,539,076</u>
Ending	<u><u>175,570,298</u></u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Village of Buffalo Grove, Illinois (the Village) incorporated in 1958, is a home-rule municipality, under the 1970 Illinois Constitution, located in both Lake County, Illinois and Cook County, Illinois. The Village operates under a Council-Manager form of government and provides public safety (police and fire protection), sanitation (water and sewer), building and zoning, engineering, recreation, civil defense and overall administration.

The government-wide financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant of the Village's accounting policies established in GAAP and used by the Village are described below.

REPORTING ENTITY

The accompanying financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units are, in substance, part of the primary government's operations, even though they are legally separate entities. Thus, blended component units are appropriately presented as funds of the primary government. Each discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is both legally and substantively separate from the government. Management has determined that there are two fiduciary component units that are required to be included in the financial statements of the Village as pension trust funds and there are no discretely component units to include in the reporting entity.

Blended Component Units

Police Pension Employees Retirement System

The Village's sworn police employees participate in the Police Pension Employees Retirement System (PPERS). PPERS functions for the benefit of these employees and is governed by a five-member pension board. Two members appointed by the Village President, one elected pension beneficiary and two elected police employees constitute the pension board. The participants are required to contribute a percentage of salary as established by state statute and the Village is obligated to fund all remaining PPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels. Although it is legally separate from the Village, the PPERS is reported as if it were part of the primary government because its sole purpose is to provide retirement benefits for the Village's police employees. The PPERS is reported as a fiduciary fund, and specifically a pension trust fund, due to the fiduciary responsibility exercised over the PPERS.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

REPORTING ENTITY – Continued

Firefighters' Pension Employees Retirement System

The Village's sworn firefighters participate in the Firefighters' Pension Employees Retirement System (FPERS). FPERS functions for the benefit of those employees and is governed by a five-member pension board, with two members appointed by the Village President, two elected from active participants of the Fund, and one elected from the retired members of the Fund. The participants are required to contribute a percentage of salary as established by state statute and the Village is obligated to fund all remaining FPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels. Although it is legally separate from the Village, the FPERS is reported as if it were part of the primary government because its sole purpose is to provide retirement benefits for the Village's sworn firefighters. The FPERS is reported as a fiduciary fund, and specifically a pension trust fund, due to the fiduciary responsibility exercised over the FPERS.

BASIS OF PRESENTATION

Government-Wide Statements

The Village's basic financial statements include both government-wide (reporting the Village as a whole) and fund financial statements (reporting the Village's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business type. The Village's police and fire safety, public works, and general administrative services are classified as governmental activities. The Village's water and sewerage, Arboretum golf, Buffalo Grove golf, and refuse services are classified as business-type activities.

In the government-wide Statement of Net Position, both the governmental and business-type activities columns are: (a) presented on a consolidated basis by column, and (b) reported on a full accrual, economic resource basis, which recognizes all long-term assets/deferred outflows and receivables as well as long-term debt/deferred inflows and obligations. The Village's net position is reported in three parts: net investment in capital assets; restricted; and unrestricted. The Village first utilizes restricted resources to finance qualifying activities.

The government-wide Statement of Activities reports both the gross and net cost of each of the Village's functions and business-type activities (general government, public safety, public works, etc.). The functions are supported by general government revenues (property, sales and use taxes, certain intergovernmental revenues, fines, permits and charges, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, which include 1) charges to customers or applicants who purchase, use, or directly benefit from foods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Government-Wide Statements – Continued

The net costs (by function or business-type activity) are normally covered by general revenue (property tax, sales tax, intergovernmental revenues, investment income, etc.).

The Village does not allocate indirect costs. An administrative service fee is charged by the General Fund to the other operating funds that is eliminated like a reimbursement (reducing the revenue and expense in the General Fund) to recover the direct costs of General Fund services provided (finance, personnel, purchasing, legal, technology management, etc.).

This government-wide focus is more on the sustainability of the Village as an entity and the change in the Village's net position resulting from the current year's activities.

Fund Financial Statements

The financial transactions of the Village are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets/deferred outflows, liabilities/deferred inflows, fund equity, revenues and expenditures/expenses. Funds are organized into three major categories: governmental, proprietary, and fiduciary. The emphasis in fund financial statements is on the major funds in either the governmental or business-type activities categories.

GASB Statement No. 34 sets forth minimum criteria (percentage of the assets/deferred outflows, liabilities/deferred inflows, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The Village electively added funds, as major funds, which either have debt outstanding or a specific or community focus. The nonmajor funds are combined in a column in the fund financial statements. A fund is considered major if it is the primary operating fund of the Village or meets the following criteria:

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type; and

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements – Continued

The various funds are reported by generic classification within the financial statements. The following fund types are used by the Village:

Governmental Funds

The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The following is a description of the governmental funds of the Village:

General Fund is the general operating fund of the Village. It is used to account for all financial resources except those required to be accounted for in another fund. The General Fund is a major fund.

Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The Village maintains five special revenue funds. The Lake Cook Road TIF Fund, a major fund, is used to account for incremental revenues generated within the TIF boundaries and costs incurred from the formation and redevelopment of the Village's Lake Cook Road Corridor.

Debt Service Funds are used to account for the accumulation of funds for the periodic payment of principal and interest on general long-term debt. The Debt Service Fund is treated as a major fund.

Capital Projects Funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by business-type/proprietary funds). The Facilities Development Fund, a major fund, is used to account for and reports financial resources that are restricted, committed or assigned to expenditures for acquisition, construction, improvement, repair, and replacement of the Village's capital facilities. The Street Maintenance Fund, also a major fund, is used to account for and reports financial resources that are restricted, committed or assigned to expenditures for acquisition, construction, improvement, repair, and replacement of the Village's roadways. The Vehicle Equipment Replacement Fund, also a major fund, is used to account for and reports financial resources that are restricted, committed or assigned to expenditures for the acquisition, construction, improvement, repair, and replacement of the Village's vehicles and equipment.

Proprietary Funds

The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. The following is a description of the proprietary funds of the Village:

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements – Continued

Proprietary Funds – Continued

Enterprise Funds are required to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is solely secured by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges or (c) establishes fees and charges based on a pricing policy designed to recover similar costs. The Village maintains four enterprise funds. The Water and Sewerage Fund, a major fund, is used to account for the revenue and expenses related to the operation of the water and sewerage system. The Arboretum Golf Fund, also a major fund, is used to account for the revenues and expenses related to the operation of the golf course.

Internal Service Funds are used to account for the financing of goods or services provided by an activity to other departments, funds or component units of the Village on a cost-reimbursement basis. The Village maintains three internal services funds. The Information Technology Fund is used to account for all costs associated with providing technology services to all departments for the operation of the Village. The Central Garage Fund is used to account for the activity necessary to operate and maintain the Village's automotive fleet. User departments are charged a proportionate share determined by the number and types of vehicles in each department. The Building Maintenance Fund is used to account for providing a clean, healthy, and safe working environment in Village facilities, meeting areas and public areas.

The Village's internal service funds are presented in the proprietary fund financial statements. Because the principal users of the internal services are the Village's governmental activities, the financial statements of the internal service funds are consolidated into the governmental column when presented in the government-wide financial statements. To the extent possible, the cost of these services is reported in the appropriate functional activity (general government, public safety, public works, etc.).

Fiduciary Funds

Fiduciary funds are used to report assets held in a trustee or custodial capacity for others and therefore are not available to support Village programs. The reporting focus is on net position and changes in net position and is reported using accounting principles similar to proprietary funds.

Pension Trust Funds are used to account for assets held in a trustee capacity for pension benefit payments. The Police Pension Fund accounts for the accumulation of resources to pay retirement and other related benefits for sworn members of the Village's police force. The Firefighters' Pension Fund accounts for the accumulation of resources to pay retirement and other related benefits for sworn members of the Village's Fire Department.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements – Continued

Fiduciary Funds – Continued

The Village's pension trust funds are presented in the fiduciary fund financial statements. Since by definition these assets are being held for the benefit of a third party (pension participants) and cannot be used to address activities or obligations of the Village, these funds are not incorporated into the government-wide statements.

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Measurement focus is a term used to describe “which” transactions are recorded within the various financial statements. Basis of accounting refers to “when” transactions are recorded regardless of the measurement focus applied.

Measurement Focus

On the government-wide Statement of Net Position and the Statement of Activities, both governmental and business-type activities are presented using the economic resources measurement focus as defined below.

In the fund financial statements, the “current financial resources” measurement focus or the “economic resources” measurement focus is used as appropriate.

All governmental funds utilize a “current financial resources” measurement focus. Only current financial assets/deferred outflows and liabilities/deferred inflows are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

All proprietary and pension trust funds utilize an “economic resources” measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets/deferred outflows and liabilities/deferred inflows (whether current or noncurrent) associated with their activities are reported. Proprietary and pension trust fund equity is classified as net position.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING – Continued

Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, both governmental and business-type activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability/deferred inflow is incurred or economic asset used. Revenues, expenses, gains, losses, assets/deferred outflows, and liabilities/deferred inflows resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under this modified accrual basis of accounting, revenues are recognized when “measurable and available.” Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within sixty days after year-end. The Village recognizes property taxes when they become both measurable and available in accordance with GASB Codification Section P70. A sixty-day availability period is used for revenue recognition for all other governmental fund revenues. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for general obligation bond principal and interest which are recognized when due.

In applying the susceptible to accrual concept under the modified accrual basis, those revenues susceptible to accrual are property taxes, sales and use taxes, franchise taxes, licenses, interest revenue, and charges for services. All other revenues are not susceptible to accrual because generally they are not measurable until received in cash.

All proprietary and pension trust funds utilize the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the Village’s enterprise funds and of the Village’s internal service funds are charges to customers for sales and services. The Village also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY

Cash and Investments

For the purpose of the Statement of Net Position, cash and cash equivalents are considered to be cash on hand, demand deposits, and cash with fiscal agent. For the purpose of the proprietary funds “Statement of Cash Flows,” cash and cash equivalents are considered to be cash on hand, demand deposits, cash with fiscal agent, and all highly liquid investments with an original maturity of three months or less.

Investments are generally reported at fair value. Short-term investments are reported at cost, which approximates fair value. For investments, the Village categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

Receivables

In the government-wide financial statements, receivables consist of all revenues earned at year-end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Major receivables balances for governmental activities include property taxes, sales and use taxes, franchise taxes, and grants. Business-type activities report charges for services as their major receivables.

Interfund Receivables, Payables and Activity

Interfund activity is reported as loans, services provided, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Internal service fund services provided and used are not eliminated in the process of consolidation. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide financial statements.

Inventories

Inventories are valued at cost, which approximates market, using the first-in/first-out (FIFO) method. The costs of governmental fund-type inventories are recorded as expenditures when consumed rather than when purchased.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

Capital Assets

Capital assets purchased or acquired with an original cost of \$10,000 or more (depending on asset class) are reported at historical cost or estimated historical cost. Contributed assets are reported at acquisition value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. General capital assets are long-lived assets of the Village as a whole. When purchased, such assets are recorded as expenditures in the governmental funds and capitalized. Infrastructure such as streets, traffic signals and signs are capitalized. The valuation basis for general capital assets are historical cost, or where historical cost is not available, estimated historical cost based on replacement costs.

Capital assets in the proprietary funds are capitalized in the fund in which they are utilized. The valuation basis for proprietary fund capital assets are the same as those used for the general capital assets. Donated capital assets are recorded at acquisition value on the date donated. Depreciation/amortization on all assets is computed and recorded using the straight-line method of depreciation over the following estimated useful lives:

Buildings	5 – 30 Years
Equipment and Vehicles	2 – 20 Years
Land Improvements	5 – 50 Years
Streets	5 – 50 Years
Storm Sewers	5 – 50 Years
Infrastructure	5 – 50 Years
Leased Assets	5 – 10 Years
Subscription Assets	14 – 20 Years

Deferred Outflows/Inflows of Resources

Deferred outflow/inflow of resources represents a consumption/acquisition of net assets that applies to a future period and therefore will not be recognized as an outflow of resources (expense)/inflow of resources (revenue) until that future time.

Compensated Absences

The Village accrues accumulated unpaid vacation and associated employee-related costs when earned (or estimated to be earned) by the employee. In accordance with GASB Statement No. 16, no liability is recorded for nonvesting accumulation rights to receive sick pay benefits. However, a liability is recognized for that portion of accumulated sick leave that is estimated to be taken as “terminal leave” prior to retirement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

Compensated Absences – Continued

All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as expenses at the time of issuance.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Net Position

In the government-wide financial statements, equity is classified as net position and displayed in three components:

Net Investment in Capital Assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted – Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislations.

Unrestricted – All other net position balances that do not meet the definition of “restricted” or “net investment in capital assets.”

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumption that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

BUDGETARY INFORMATION

The budget data included in the financial statements represent the Village's program budget and the appropriations represent the Village's legal expenditure limit. Budgets are adopted for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Proprietary Funds, Pension Trust Funds and Internal Service Funds. All governmental fund-type budgets, pension trust fund-type budgets and internal service fund-type budgets are adopted on a basis consistent with GAAP. Proprietary Funds are adopted on a basis other than GAAP in that depreciation expense, income from the joint venture, and contributions from developers are not budgeted, and principal payments on long-term debt (if any) are budgeted. The Village Board of Trustees follows these procedures in establishing the budgetary and appropriations data reflected in the financial statements:

1. The Village Manager submits to the Board a proposed program budget for the fiscal year commencing January 1. The program budget includes proposed expenditures and the means of financing them.
2. Appropriation ordinance public hearings are conducted by the Village to obtain taxpayer comments, and the ordinance is subsequently adopted by the Board.
3. The program budget is legally enacted through a resolution adopted by the Board.
4. Any expenditures that exceed the total appropriations at the fund level must be approved by the Board of Trustees.

The Village Manager is authorized to transfer budgeted amounts between departments within any fund. However, any modifications to the legally adopted appropriation ordinance may not exceed expenditure limits, at the fund level, mandated by the appropriation ordinance without approval by the Board.

Appropriations, which are not expended by year-end, lapse and must be re-appropriated in the following year for the expenditure to be made. The Village does not employ the encumbrance method of accounting to reserve net position for subsequent year expenditures.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY – Continued

EXCESS OF ACTUAL EXPENDITURES/EXPENSES OVER BUDGET IN INDIVIDUAL FUNDS

The following funds had an excess of actual expenditures/expenses, exclusive of depreciation, over budget as of the date of this report:

Fund	Excess
Arboretum Golf	\$ 436,835
Buffalo Grove Golf	169,402
Information Technology	558,358
Police Pension	506,315
Firefighters' Pension	312,285

DEFICIT NET POSITION

The following fund had deficit net position as of the date of this report:

Fund	Deficit
Dundee Road TIF	\$ 84,372

NOTE 3 – DETAIL NOTES ON ALL FUNDS

DEPOSITS AND INVESTMENTS

The Village maintains a cash and investment pool that is available for use by all funds except the pension trust funds. Each fund type's portion of this pool is displayed on the financial statements as "cash and investments." In addition, investments are separately held by several of the Village's funds. The deposits and investments of the pension trust funds are held separately from those of other funds.

Permitted Deposits and Investments – Statutes authorize the Village to make deposits/invest in commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. Agencies, obligations of States and their political subdivisions, credit union shares, repurchase agreements, commercial paper rated within the three highest classifications by at least two standard rating services, Illinois Funds, the Illinois Metropolitan Investment Fund and the Illinois Public Reserves Investment Management Trust.

The Illinois Funds is an investment pool managed by the Illinois Public Treasurer's Office which allows governments within the State to pool their funds for investment purposes. Illinois Funds is not registered with the SEC as an investment company. Investments in Illinois Funds are valued at the share price, the price for which the investment could be sold.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

The Illinois Metropolitan Investment Fund (IMET) is a non-for-profit investment trust formed pursuant to the Illinois Municipal Code. IMET is managed by a Board of Trustees elected from the participating members. IMET is not registered with the SEC as an Investment Company. Investments in IMET are valued at the share price, the price for which the investment could be sold.

The Illinois Public Reserves Investment Management Trust (IPRIME) is an investment opportunity and cash management service for Illinois Municipal Treasurers acting on behalf of counties, townships, cities, towns, villages, special road districts, public water supply districts, fire protection districts, drainage districts, levee districts, sewer districts, housing authorities, and all other political corporations or subdivisions of the State of Illinois. Participation in IPRIME is voluntary. IPRIME is not registered with the SEC as an Investment Company. Investments in IPRIME are valued at the share price, the price for which the investment could be sold.

Village

Deposits. At year-end, the carrying amount of the Village's deposits for governmental and business-type activities totaled \$43,640,073 and the bank balances totaled \$43,830,831.

Investments. The Village has the following investment fair values and maturities:

Investment Type	Fair Value	Investment Maturities (in Years)			
		Less Than 1	1 to 5	6 to 10	More Than 10
U.S. Treasuries	\$ 4,053,128	-	4,053,128	-	-
State and Local Obligations	1,014,746	-	1,014,746	-	-
Illinois Funds	21,457,024	21,457,024	-	-	-
IMET	8,179,809	8,179,809	-	-	-
IPRIME	7,709,793	6,905,052	804,741	-	-
	42,414,500	36,541,885	5,872,615	-	-

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Village – Continued

Investments - Continued. The Village has the following recurring fair value measurements as of December 31, 2023:

Investments by Fair Value Level	Totals	Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Debt Securities				
U.S. Treasuries	\$ 4,053,128	4,053,128	-	-
State and Local Obligations	1,014,746	-	1,014,746	-
	<u>5,067,874</u>	<u>4,053,128</u>	<u>1,014,746</u>	<u>-</u>
Investments Measured at the Net Asset Value (NAV)				
Illinois Funds	21,457,024			
IMET	8,179,809			
IPRIME	<u>7,709,793</u>			
Total Investments at the (NAV)	<u>37,346,626</u>			
Total Investments Measured at Fair Value	<u>42,414,500</u>			

Debt Securities classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

Interest Rate Risk. Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Village's investment policy protects against fair value losses resulting from rising interest rates by diversifying its investment portfolio to prevent over-concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. The Village does not have a formal policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk. Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The Village's investment policy applies the "prudent person" standard in managing its investment portfolio. As such, all investments are made with such judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Village – Continued

Credit Risk - Continued. The Village's investment policy also limits investments in commercial paper to the highest rating classifications, as established by at least two of the four major rating services, and which mature not later than 180 days from the purchase date. Such purchases may not exceed 10% of the issuer corporation's outstanding obligations. At year-end, the ratings on the Village's investments in the state and local obligations are rated AA to AA+ by Standard & Poor's. The Village's investment in the Illinois Funds was rated AAmmf by Fitch, the Illinois Metropolitan Investment Trust Convenience Fund was not available and the Illinois Public Reserves Investment Management Trust was rated AAAM by Standard & Poor's.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the Village's deposits may not be returned to it. The Village's investment policy requires securing deposit collateral from depository institutions when deposits are in excess of FDIC limits. The amount of deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus of a banking institution. These values shall be reviewed on a quarterly basis comparing actual deposits not insured or collateralized against the capital stock and surplus measure. Values shall be taken from published regulatory agency reports required by either the Comptroller of the Currency or the Commissioner of Banks and Trust Companies. If deposits are maintained with a savings and loan association, the amount of deposits not collateralized or insured shall not exceed 75% of the net worth of the institution as defined and reported to the regulatory agencies. At year-end, the entire amount of the bank balance of deposits was covered by collateral, federal depository or equivalent insurance.

For an investment, this is the risk that in the event of the failure of the counterparty, the Village will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. It is the policy of the Village to require all investments and investment collateral to be held in safekeeping by a third-party custodial institution as designated by the Treasurer in the Village's name. Direct investments guaranteed by the United States or an agency of the United States do not require collateral. The Village's investments in the Illinois Funds, IMET, and IPRIME are not subject to custodial credit risk.

Concentration Risk. This is the risk of loss attributed to the magnitude of the Village's investment in a single issuer. The Village limits the amount that can be invested in commercial paper to one-third of the Village's total investments. At year-end, the Village does not have any investments over 5 percent of the total cash and investment portfolio (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments).

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Police Pension Fund

The Illinois Police Officers Pension Investment Fund (IPOPIF) is an investment trust fund responsible for the consolidation and fiduciary management of the pension assets of Illinois suburban and downstate police pension funds. IPOPIF was created by Public Act 101-0610, and codified within the Illinois Pension Code, becoming effective January 1, 2020, to streamline investments and eliminate unnecessary and redundant administrative costs, thereby ensuring assets are available to fund pension benefits for the beneficiaries of the participating pension funds. Participation in IPOPIF by Illinois suburban and downstate police pension funds is mandatory. Investments of the Fund are combined in a commingled external investment pool and held by IPOPIF. A schedule of investment expenses is included in IPOPIF's annual comprehensive financial report. For additional information on IPOPIF's investments, please refer to their annual comprehensive financial report, which can be obtained from IPOPIF at 456 Fulton Street, Suite 402 Peoria, Illinois 61602 or at www.ipopif.org.

Deposits. The Fund retains all its available cash with one financial institution. Available cash is determined to be that amount which is required for the current expenditures of the Fund. The excess of available cash is required to be transferred to IPOPIF for purposes of the long-term investment for the Fund. At year-end, the carrying amount of the Fund's cash on hand totaled \$666,036 and the bank balances totaled \$501,222.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the Fund's deposits may not be returned to it. The Fund's investment policy requires securing deposit collateral from depository institutions when deposits are in excess of FDIC limits. The amount of deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus of a banking institution. These values shall be reviewed on a quarterly basis comparing actual deposits not insured or collateralized against the capital stock and surplus measure. Values shall be taken from published regulatory agency reports required by either the Comptroller of the Currency or the Commissioner of Banks and Trust Companies. If deposits are maintained with a savings and loan association, the amount of deposits not collateralized or insured shall not exceed 75% of the net worth of the institution as defined and reported to the regulatory agencies. At year-end, the entire amount of the bank balance of deposits was covered by collateral, federal depository or equivalent insurance.

For an investment, this is the risk that in the event of the failure of the counterparty, the Fund will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. It is the policy of the Fund to require all investments and investment collateral to be held in safekeeping by a third-party custodial institution as designated by the Treasurer in the Fund's name. Direct investments guaranteed by the United States or an agency of the United States do not require collateral.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Police Pension Fund – Continued

Investments. At year-end the Fund has \$93,568,520 invested in IPOPIF. The pooled investments consist of the investments as noted in the target allocation table available at www.ipopif.org. Investments in IPOPIF are valued at IPOPIF's share price, which is the price the investment could be sold. There are no unfunded commitments at year-end. The fund may redeem shares with a seven calendar day notice. IPOPIF may, at its sole discretion and based on circumstances, process redemption requests with fewer than a seven calendar day notice. Regular redemptions of the same amount on a particular day of the month may be arranged with IPOPIF. In addition, the Fund had \$415,895 invested in equity securities.

Investment Policy. IPOPIF's current investment policy was adopted by the Board of Trustees on December 17, 2021. IPOPIF is authorized to invest in all investments allowed by Illinois Compiled Statutes (ILCS). The IPOPIF shall not be subject to any of the limitations applicable to investments of pension fund assets currently held by the transferor pension funds under Sections 1-113.1 through 1-113.12 or Article 3 of the Illinois Pension Code.

Rate of Return. At year-end, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 13.66%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Firefighters' Pension Fund

The Illinois Firefighters' Pension Investment Fund (IFPIF) is an investment trust fund responsible for the consolidation and fiduciary management of the pension assets of Illinois suburban and downstate firefighter pension funds. IFPIF was created by Public Act 101-0610, and codified within the Illinois Pension Code, becoming effective January 1, 2020, to streamline investments and eliminate unnecessary and redundant administrative costs, thereby ensuring assets are available to fund pension benefits for the beneficiaries of the participating pension funds. Participation in IFPIF by Illinois suburban and downstate firefighter pension funds is mandatory. Investments of the Fund are combined in a commingled external investment pool and held by IFPIF. A schedule of investment expenses is included in IFPIF's annual report. For additional information on IFPIF's investments, please refer to their annual comprehensive financial report, which can be obtained from IFPIF at 1919 South Highland Avenue, Building A, Suite 237, Lombard, IL 60148 or at www.ifpif.org.

Deposits. The Fund retains all its available cash with one financial institution. Available cash is determined to be that amount which is required for the current expenditures of the Fund. The excess of available cash is required to be transferred to IFPIF for purposes of the long-term investment for the Fund. At year-end, the carrying amount of the Fund's cash on hand totaled \$486,836 and the bank balances totaled \$486,830.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Firefighters' Pension Fund – Continued

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the Fund's deposits may not be returned to it. The Fund's investment policy requires securing deposit collateral from depository institutions when deposits are in excess of FDIC limits. The amount of deposits not collateralized or insured by an agency of the federal government shall not exceed 75% of the capital stock and surplus of a banking institution. These values shall be reviewed on a quarterly basis comparing actual deposits not insured or collateralized against the capital stock and surplus measure. Values shall be taken from published regulatory agency reports required by either the Comptroller of the Currency or the Commissioner of Banks and Trust Companies. If deposits are maintained with a savings and loan association, the amount of deposits not collateralized or insured shall not exceed 75% of the net worth of the institution as defined and reported to the regulatory agencies. At year-end, the entire amount of the bank balance of deposits was covered by collateral, federal depository or equivalent insurance.

Investments. At year-end the Fund has \$80,417,929 invested in IFPIF. The pooled investments consist of the investments as noted in the target allocation table available at www.ifpif.org. Investments in IFPIF are valued at IFPIF's share price, which is the price the investment could be sold. There are no unfunded commitments at year-end. The plan may redeem shares by giving notice by 5:00 pm central time on the 1st of each month. Requests properly submitted on or before the 1st of each month will be processed for redemption by the 14th of the month. Expedited redemptions may be processed at the sole discretion of IFPIF.

Investment Policy. IFPIF's current investment policy was adopted by the Board of Trustees on June 17, 2022. IFPIF is authorized to invest in all investments allowed by Illinois Compiled Statutes (ILCS). The IFPIF shall not be subject to any of the limitations applicable to investments of pension fund assets currently held by the transferor pension funds under Sections 1-113.1 through 1-113.12 or Article 4 of the Illinois Pension Code.

Rate of Return. At year-end, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 15.36%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

INTERFUND BALANCES

Interfund balances are advances in anticipation of receipts to cover temporary cash shortages. The composition of interfund balances as of the date of this report, is as follows:

Receivable Fund	Payable Fund	Amount
General	Nonmajor Governmental	<u>\$ 84,372</u>

INTERFUND TRANSFERS

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the Debt Service Fund as debt service payments become due, and (3) use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations. Interfund transfers for the year consisted of the following:

Transfer In	Transfer Out	Amount
General	Water and Sewerage	\$ 780,000 (1)
General	Nonmajor Governmental	133,675 (1)
Debt Service	General	700,000 (1)
Debt Service	Water and Sewerage	2,224,912 (2)
Debt Service	Nonmajor Governmental	1,291,492 (2)
Debt Service	Nonmajor Business-Type	200,000 (2)
Facilities Development	General	597,765 (3)
Street Maintenance	General	1,113,675 (3)
Street Maintenance	Debt Service	25,359 (1)
Street Maintenance	Nonmajor Governmental	1,142,950 (1)
Vehicle Equipment Replacement	General	2,740,978 (2)
Nonmajor Governmental	General	646,000 (3)
Nonmajor Governmental	Street Maintenance	<u>342 (1)</u>
		<u>11,597,148</u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LEASES RECEIVABLE

The Village is a lessor on the following leases at year end:

Leases	Term	Start Date	Payments	Interest Rate
T-Mobile Cell Tower	7.6 years	January 1, 2022	\$3,790 per month	4.00%
Buffalo Grove Golf Course	15 years	January 1, 2022	\$4,547 per month	1.01%
WJN Golf LLC	10 years	May 15, 2022	\$10,417 per month	1.05%

During the fiscal year, the Village has recognized \$232,608 of lease revenue.

The future principal and interest lease payments as of year-end, are as follows:

Fiscal Year	Business-Type Activities	
	Principal	Interest
2024	\$ 175,357	27,811
2025	219,236	24,348
2026	224,589	20,617
2027	230,530	16,779
2028	236,106	12,819
2029	216,240	8,847
2030	183,024	6,207
2031	186,934	4,020
2032	66,181	2,426
2033	53,793	1,871
2034	54,339	1,325
2035	54,890	774
2036	46,798	220
	<u>1,948,017</u>	<u>128,064</u>

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

CAPITAL ASSETS

Governmental Activities

Governmental capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable/Nonamortizable Capital Assets				
Land	\$ 43,882,930	-	38,500	43,844,430
Construction in Progress	13,583,753	7,962,539	6,069,401	15,476,891
	<u>57,466,683</u>	<u>7,962,539</u>	<u>6,107,901</u>	<u>59,321,321</u>
Depreciable/Amortizable Capital Assets				
Buildings	35,652,545	392,987	-	36,045,532
Equipment and Vehicles	16,697,183	3,562,764	579,115	19,680,832
Land Improvements	3,242,060	403,967	-	3,646,027
Streets	30,928,214	5,715,792	-	36,644,006
Storm Sewers	38,536,978	-	-	38,536,978
Leased Assets	-	714,697	-	714,697
Subscription Assets - Software	-	1,013,928	-	1,013,928
	<u>125,056,980</u>	<u>11,804,135</u>	<u>579,115</u>	<u>136,282,000</u>
Less Accumulated Depreciation/Amortization				
Buildings	22,810,243	822,424	-	23,632,667
Equipment and Vehicles	9,883,264	1,355,608	576,320	10,662,552
Land Improvements	795,917	64,845	-	860,762
Streets	15,762,403	570,446	-	16,332,849
Storm Sewers	37,536,346	145,652	-	37,681,998
Leased Assets	-	71,469	-	71,469
Subscription Assets - Software	-	67,595	-	67,595
	<u>86,788,173</u>	<u>3,098,039</u>	<u>576,320</u>	<u>89,309,892</u>
Net Depreciable/Amortizable Capital Assets	<u>38,268,807</u>	<u>8,706,096</u>	<u>2,795</u>	<u>46,972,108</u>
Net Capital Assets	<u>95,735,490</u>	<u>16,668,635</u>	<u>6,110,696</u>	<u>106,293,429</u>

Depreciation/amortization expense was charged to governmental activities as follows:

General Government	\$ 361,300
Public Safety	1,628,866
Public Works	1,040,278
Internal Service	<u>67,595</u>
	<u>3,098,039</u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

CAPITAL ASSETS – Continued

Business-Type Activities

Business-type capital asset activity for the year was as follows:

	Beginning Balances as Restated	Increases	Decreases	Ending Balances
Nondepreciable/Nonamortizable Capital Assets				
Land	\$ 6,198,514	-	-	6,198,514
Construction in Progress	13,313,117	1,653,354	10,902,641	4,063,830
	<u>19,511,631</u>	<u>1,653,354</u>	<u>10,902,641</u>	<u>10,262,344</u>
Depreciable/Amortizable Capital Assets				
Buildings	12,184,840	-	-	12,184,840
Equipment and Vehicles	284,339	115,902	-	400,241
Land Improvements	2,003,740	-	-	2,003,740
Infrastructure	82,420,565	11,661,443	-	94,082,008
Leased Asset	-	874,242	-	874,242
Subscription Asset - Software	344,632	-	-	344,632
	<u>97,238,116</u>	<u>12,651,587</u>	<u>-</u>	<u>109,889,703</u>
Less Accumulated Depreciation/Amortization				
Buildings	10,624,434	144,430	-	10,768,864
Equipment and Vehicles	83,044	17,094	-	100,138
Land Improvements	1,966,485	6,017	-	1,972,502
Infrastructure	45,482,958	1,665,868	-	47,148,826
Leased Asset	-	145,707	-	145,707
Subscription Asset - Software	-	24,617	-	24,617
	<u>58,156,921</u>	<u>2,003,733</u>	<u>-</u>	<u>60,160,654</u>
Net Depreciable/Amortizable Capital Assets	<u>39,081,195</u>	<u>10,647,854</u>	<u>-</u>	<u>49,729,049</u>
Net Capital Assets	<u>58,592,826</u>	<u>12,301,208</u>	<u>10,902,641</u>	<u>59,991,393</u>

Depreciation/amortization expense was charged to business-type activities as follows:

Water and Sewerage	\$ 1,705,598
Arboretum Golf	187,684
Buffalo Grove Golf	<u>110,451</u>
	<u>2,003,733</u>

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT

General Obligation Bonds

The Village issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for governmental activities. General obligation bonds are direct obligations and pledge the full faith and credit of the Village. General obligation bonds currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
\$6,000,000 General Obligation Bonds of 2012 - Due in annual installments of \$100,000 to \$750,000 plus interest at 2.00% to 2.75% through June 30, 2030.	Debt Service	\$ 4,860,000	-	440,000	4,420,000
\$6,125,000 General Obligation Bonds of 2016 - Due in annual installments of \$300,000 to \$730,000 plus interest at 2.00% to 3.00% through December 30, 2031.	Debt Service	3,040,000	-	310,000	2,730,000
\$1,449,275 General Obligation Refunding Bonds of 2019 - Due in annual installments of \$234,030 to \$251,180 plus interest at 1.40% to 1.80% through December 30, 2025.	Debt Service	738,810	-	241,265	497,545
\$24,000,000 General Obligation Bonds of 2020 - Due in annual installments of \$1,330,000 to \$1,840,000 plus interest at 3.00% to 5.00% through December 30, 2035.	Debt Service	20,800,000	-	1,600,000	19,200,000
\$19,000,000 General Obligation Bonds of 2022 - Due in annual installments of \$1,330,000 to \$1,840,000 plus interest at 4.00% to 5.00% through December 30, 2042.	Facilities Development	18,530,000	-	-	18,530,000
		<u>47,968,810</u>	<u>-</u>	<u>2,591,265</u>	<u>45,377,545</u>

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

IEPA Loans Payable

The Village has entered into loan agreements with the IEPA to provide low interest financing for pump station improvements. IEPA loans currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
\$6,638,399 IEPA Loan Payable of 2013 - Pump Stations Improvements - Due in semi-annual installments of \$6,788 to \$12,916, plus interest at 2.295%, through December 1, 2033.	Water and Sewerage	\$ 252,725	-	20,444	232,281

Installment Notes Payable

The Village also issues installment notes payable to provide funds for the purchase of capital assets. Installment notes currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
Installment Note Payable dated March 27, 2015, due in quarterly installments of \$21,449 to \$227,680, plus interest at 2.35% through June 1, 2029.	Water and Sewerage	\$ 4,687,283	-	548,396	4,138,887
Installment Note Payable dated May 1, 2023, due in annual installments of \$53,230 to \$58,573, plus interest at 4.00% through April 30, 2032.	Vehicle Equipment Replacement	-	550,548	53,320	497,228
		4,687,283	550,548	601,716	4,636,115

TIF Revenue Notes Payable

TIF revenue notes payable are issued to reimburse developers for qualifying costs incurred in the tax increment financing (TIF) districts and are expected to be repaid solely from tax increment financing revenues. Since these revenues are not determinable, there is no debt service requirement to maturity schedule. None of the TIF notes payable produced a capital asset owned by the Village. Developer notes currently outstanding are as follows:

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

TIF Revenue Notes Payable – Continued

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
\$19,000,000 Tax Increment Revenue Note of 2022, bearing interest at 6.20% through January 1, 2042.	Lake Cook Road TIF	\$ 19,000,000	-	-	19,000,000

Leases Payable

The Village has the following leases outstanding at year end:

Leases	Term	Start Date	Payments	Interest Rate
Zoll Equipment	10 years	May 1, 2023	\$ 72,493 per year	0.32%
Buffalo Grove Golf Course Golf Carts	5.5 years	May 15, 2023	\$ 10,550 per month	3.81%
ARBO Golf Carts	6 years	May 15, 2023	\$ 16,521 per month	3.81%

The future principal and interest lease payments as of the year-end were as follows:

Fiscal Year	Governmental Activities		Business-Type Activities	
	Principal	Interest	Principal	Interest
2024	\$ 70,454	2,039	136,483	25,941
2025	70,678	1,815	141,766	20,658
2026	70,902	1,591	147,253	15,170
2027	71,127	1,366	152,954	9,471
2028	71,353	1,140	158,874	3,549
2029	71,580	913	-	-
2030	71,807	686	-	-
2031	72,035	458	-	-
2032	72,265	229	-	-
	642,201	10,237	737,330	74,789

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Subscriptions Payable

The Village has the following subscriptions payable at year end:

Subscriptions Payable	Term Length	Start Date	Payments	Interest Rate
Core and Main	20 years	January 1, 2017	\$25,355 - \$37,235 annually	3.00%
Axon Software	14 years	May 1, 2023	\$70,294 - \$121,736 annually	4.00%

The future principal and interest subscription arrangement payments as of the year-end were as follows:

Fiscal Year	Governmental Activities		Business-Type Activities	
	Principal	Interest	Principal	Interest
2024	\$ 33,744	39,368	16,228	9,888
2025	38,018	38,018	17,497	9,402
2026	42,580	36,497	18,829	8,877
2027	47,446	34,794	20,225	8,312
2028	52,634	32,896	21,689	7,705
2029	58,160	30,791	23,221	7,054
2030	64,045	28,464	24,826	6,358
2031	70,307	25,903	26,506	5,613
2032	76,967	23,090	28,265	4,818
2033	84,049	20,011	30,105	3,970
2034	91,573	16,650	32,031	3,067
2035	99,565	12,987	34,044	2,106
2036	108,049	9,004	36,150	1,084
2037	117,054	4,682	-	-
	984,191	353,155	329,616	78,254

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS

LONG-TERM DEBT – Continued

Asset Retirement Obligation

The Village has recognized an asset retirement obligation (ARO) and related deferred outflow of resources in connection with its obligation to seal and abandon various water wells, to seal underground tanks, and lift station at the end of their estimated useful lives in accordance with federal, state, and/or local requirements. The ARO was measured using actual historical costs for similar abandonments, adjusted for inflation through the end of the year. The estimated remaining useful lives of the water wells are 23 years, underground tanks are 48 years, and lift stations are 3 years.

Long-Term Liability Activity

Changes in long-term liabilities during the fiscal year were as follows:

Type of Debt	Beginning Balances as Restated	Additions	Deductions	Ending Balances	Amounts Due within One Year
Governmental Activities					
Compensated Absences	\$ 1,110,509	28,666	57,332	1,081,843	216,369
Net Pension Liability/(Asset) - IMRF	(4,970,471)	13,721,302	-	8,750,831	-
Net Pension Liability - Police	33,213,214	-	4,346,528	28,866,686	-
Net Pension Liability - Firefighters'	22,405,314	-	3,017,631	19,387,683	-
Total OPEB Liability - RBP	11,449,608	1,160,303	-	12,609,911	-
General Obligation Bonds	47,968,810	-	2,591,265	45,377,545	2,611,365
Plus: Unamortized Premium	5,271,856	-	330,581	4,941,275	-
Installment Note Payable	-	550,548	53,320	497,228	53,230
TIF Revenue Note Payable	19,000,000	-	-	19,000,000	-
Leases Payable	-	714,694	72,493	642,201	70,454
Subscriptions Payable					
Internal Service	-	1,013,928	29,737	984,191	33,744
	135,448,840	17,189,441	10,498,887	142,139,394	2,985,162
Business-Type Activities					
Compensated Absences	63,922	56,668	28,334	92,256	18,451
Net Pension Liability/(Asset) - IMRF	(890,233)	2,412,254	-	1,522,021	-
Total OPEB Liability - RBP	557,713	115,025	-	672,738	-
IEPA Loans Payable	252,725	-	20,444	232,281	20,916
Installment Note Payable	4,687,283	-	548,396	4,138,887	610,091
Leases Payable	-	874,242	136,912	737,330	136,483
Subscriptions Payable	344,632	-	15,016	329,616	16,228
Asset Retirement Obligation	1,725,500	-	-	1,725,500	-
	5,016,042	3,458,189	749,102	9,450,629	802,169

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Long-Term Liability Activity – Continued

For the governmental activities, payments on the compensated absences, the net pension liabilities and the total OPEB liability are made by the General Fund. Payments on general obligation bonds are being liquidated by the Debt Service and Facilities Funds, the installment note payable is made by the Vehicle Equipment replacement Fund, the TIF revenue note payable are made by the Lake Cook Road TIF Fund, the leases payable and the subscriptions payable are made by the General Fund.

Additionally, for the business-type activities, the compensated absences are being liquidated by the Water and Sewerage Fund and the Buffalo Grove Golf Fund. The net pension liability is being liquidated by the Water and Sewerage Fund, the Arboretum Golf Fund and the Buffalo Grove Golf Fund. The total OPEB liability is being liquidated by the Water and Sewerage Fund and Buffalo Grove Golf Fund. The IEPA loans payable, installment note payable and asset retirement obligation are being liquidated by the Water and Sewerage Fund. The leases payable are being liquidated by the Arboretum Golf and the Buffalo Grove Golf Funds. The subscriptions payable are made by the Water and Sewerage Fund.

Debt Service Requirements to Maturity

The annual debt service requirements to maturity, including principal and interest, are as follows:

Fiscal Year	Governmental Activities				Business-Type Activities			
	General Obligation Bonds		Installment Note Payable		IEPA Loan Payable		Installment Note Payable	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2024	\$ 2,611,365	1,796,116	53,230	2,218	20,916	5,212	610,091	92,095
2025	2,646,180	1,696,626	55,359	2,307	21,399	4,729	676,096	77,149
2026	2,410,000	1,595,619	57,573	2,399	21,893	4,235	746,659	60,610
2027	2,485,000	1,502,894	59,876	2,495	22,398	3,730	822,046	42,367
2028	2,510,000	1,405,338	50,069	2,086	22,915	3,213	902,537	22,304
2029	2,640,000	1,306,825	52,072	2,169	23,444	2,684	381,458	3,371
2030	2,795,000	1,233,125	54,155	2,256	23,985	2,143	-	-
2031	2,865,000	1,149,150	56,321	2,347	24,539	1,589	-	-
2032	2,975,000	1,046,000	58,573	2,441	25,105	1,023	-	-
2033	3,085,000	930,950	-	-	25,687	441	-	-
2034	3,205,000	811,400	-	-	-	-	-	-
2035	3,350,000	686,850	-	-	-	-	-	-
2036	2,340,000	556,150	-	-	-	-	-	-
2037	2,460,000	439,150	-	-	-	-	-	-
2038	2,580,000	316,150	-	-	-	-	-	-
2039	1,035,000	187,150	-	-	-	-	-	-
2040	1,085,000	135,400	-	-	-	-	-	-
2041	1,130,000	92,000	-	-	-	-	-	-
2042	1,170,000	46,800	-	-	-	-	-	-
Totals	45,377,545	16,933,693	497,228	20,718	232,281	28,999	4,138,887	297,896

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Revolving Line-of-Credit

The Village has established a \$7,500,000 revolving line-of-credit with Northbrook Bank & Trust Company for working capital needs. At December 31, 2023, the balance is \$0 as the Village has not drawn on the line-of-credit.

Legal Debt Margin

Article VII, Section 6(k) of the 1970 Illinois Constitution governs the computation of legal debt margin. “The General Assembly may limit by law the amount and require referendum approval of debt to the incurred by home rule municipalities, payable from ad valorem property tax receipts, only in excess of the following percentages of the assessed value of its taxable property...(2) if its population is more than 25,000 and less than 500,000 an aggregate of one percent: indebtedness which is outstanding on the effective date (July 1, 1971) of this constitution or which is thereafter approved by referendum...shall not be included in the foregoing percentage amounts.” To date the Illinois General Assembly has set no limits for home rule municipalities. The Village is a home rule municipality.

PROPERTY TAXES

Property taxes for 2022 attach as an enforceable lien on January 1, on property values assessed as of the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by Lake County and are payable in two installments, on or about July 1 and September 1 during the following year. The County collects such taxes and remits them periodically.

TAX ABATEMENTS

The Village has entered into a tax abatement agreement with Woodman’s Food Market, Inc. as an incentive to stimulate economic development. The abatement is authorized through a Development Agreement passed by the Village Board in Ordinance 2016-067 on December 19, 2018. Woodman’s will be financially responsible for constructing all necessary offsite roadway and intersection improvements as required by the Village, County, or State along the public roadways along the perimeter of the property. The offsite improvements are estimated to be \$4,000,000. The Village will reimburse Woodman’s an amount not to exceed \$4,000,000 for the roadway improvements and an additional payment of \$3,000,000 for a combined total of \$7,000,000. In order to promote and assist Woodman’s with the project, the Village agrees to share certain sales tax received that corresponds to the new sales tax revenue generated from the retail sales of the project. The sales tax allowable is limited to the sales tax associated with grocery, general merchandise, and products only. Woodman’s must acquire or otherwise be authorized to use the premise in Buffalo Grove, construct and operate the business, and construct the offsite roadway improvements to be eligible for the incentives. As of December 31, 2023, the Village owes Woodman’s Food Market, Inc. \$152,242.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

TAX ABATEMENTS – Continued

The Village has entered into a tax abatement agreement with Edward Hines Lumber Co. as an incentive to stimulate economic development. The abatement is authorized through Village Ordinance 2000-67 on November 20, 2000 and has since been amended with Village Ordinance 2003-18 on March 3, 2003, Ordinance 2009-47 on August 3 2009 and Ordinance 2020-060 on August 17, 2020. Edward Hines Lumber Co. shall maintain a single order-acceptance point policy for all credit sales and shall not relocate the single order-acceptance point outside of the Village unless it violates or contravenes any state or federal law or court decision/determination. The Village will remit 60 percent of the municipal sales tax resulting from the credit sales received by the Village to Edward Hines Lumber Co. The Village will keep the remaining 40 percent. The Village's incentive payments for the year ended December 31, 2023 were \$2,208,635.

The Village has entered into a tax abatement agreement with LAB Development, LLC as an incentive to stimulate economic development. The abatement is authorized through Village Ordinance 2011-14 on March 21, 2011 and has since been amended with Village Ordinance 2016-032 on May 10, 2016. LAB Development, LLC shall conduct its business in Buffalo Grove, maintain a single order-acceptance point on premise. The amendment to the original agreement in 2016 requires LAB Development, LLC to extend their current lease at the premise in Buffalo Grove and expand the operation from 61,416 square feet to 124,605 square feet. The lease extension must be no less than 8.5 years, commencing January 1, 2016. The original agreement provided LAB Development, LLC with a tax abatement of 100 percent of the municipal sales tax in year one of the agreement, this percentage decreases 10 percent per year until year seven of the agreement. The amount of municipal sales tax abated to LAB Development, LLC could not exceed \$500,000 over the seven-year term. The amended agreement extended the abatements to LAB Development, LLC under new terms. LAB Development, LLC is entitled to 80 percent of the base municipal sales tax above \$162,207 in year one. The percentage per year decreases 10 percent until year five, from year five to year eight and a half the percentage is fixed at 50 percent. The base municipal sales tax amount of \$162,207 is fixed for the term of the contract and prorated for the half year in 2024. The amount of municipal sales tax to be abated is not to exceed \$2,600,000 over the life of the amended agreement. If LAB Development, LLC relocates or ceases business operations on the premise within five years of the commencement date of the amended contract they shall reimburse the Village 100 percent of the municipal sales tax payments to the Village within ninety days. If LAB Development, LLC relocates or ceases business operations on the premise after the fifth year they will remit \$750,000 to the Village within ninety days. If LAB Development, LLC relocates or ceases business operations on the premise after the sixth year they will remit \$375,000 to the Village within ninety days. If LAB Development, LLC relocates or ceases business operations on the premise after the seventh year they will remit \$187,500 to the Village within ninety days. If LAB Development, LLC conducts less than \$30,000,000 of taxable sales at the premise in any given year of the contract they shall not receive more than 50 percent of the municipal sales tax increment for that year. The Village's incentive payments for the year ended December 31, 2023, were \$256,546.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

TAX ABATEMENTS – Continued

The Village has entered into a tax abatement agreement with Zonatherm. In order to encourage Zonatherm to maintain its business operation in the Village, and to assist with their project in the Village, the Village agrees to share home rule sales tax received by the Village using a formula which corresponds to new sales tax generated by Zonatherm over a finite period of time. For the first sales tax year, 100 percent of that year's incremental municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the second sales tax year 90 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the third sales tax year 80 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the fourth sales tax year 70 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the fifth sales tax year 60 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the sixth sales tax year 50 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. For the seventh sales tax year 50 percent of that year's municipal sales tax above the base of \$100,000 will be paid to Zonatherm. The entire distribution cannot exceed \$500,000 in aggregate. This agreement will end upon the completion of the seventh year or the \$500,000 cap. In the event that Zonatherm ceases the business with seven years or generate less than \$1,000 in sales tax in any sales tax year, Zonatherm shall reimburse the Village 100 percent of the municipal sales tax payments received. The Village had no incentive payments for the year ended December 31, 2023.

In order to encourage BITS to relocate its business operation to the Village of Buffalo Grove, and to assist with their project in the Village, the Village agrees to share a portion of its home rule sales tax received by the Village using a formula which corresponds to new sales tax revenue generated by the business over a finite period of time. For the first sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for annual taxable sales greater than \$40,000,000. For the second sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for the annual taxable sales greater than \$40,000,000. For the third sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for the annual taxable sales greater than \$40,000,000. For the fourth sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for the annual taxable sales greater than \$40,000,000. For the fifth sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for the annual taxable sales greater than \$40,000,000. For the sixth sales tax year, 75 percent of that year's home rule sales tax received by the Village for the first \$40,000,000 in annual taxable sales and 100 percent of that year's home rule sales tax for the annual taxable sales greater than \$40,000,000. Should BITS relocate or cease its business within the first two years of the agreement BITS shall reimburse the Village 85 percent of the total home rule sales tax distributed. Should BITS relocate or cease business after two years of this agreement than BITS agrees to reimburse the Village 75 percent

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

TAX ABATEMENTS – Continued

of the total home rules sales tax payments received. Should BITS relocate or cease business after three years of this agreement than BITS agrees to reimburse the Village 55 percent of the total home rules sales tax payments received. Should BITS relocate or cease business after four years of this agreement than BITS agrees to reimburse the Village 40 percent of the total home rules sales tax payments received. Should BITS relocate or cease business after five years of this agreement than BITS agrees to reimburse the Village 35 percent of the total home rules sales tax payments received. The Village's incentive payments for the year ended December 31, 2023 were \$371,524.

FUND BALANCE CLASSIFICATIONS

In the governmental fund financial statements, the Village considers restricted amounts to have been spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. The Village first utilizes committed, then assigned and then unassigned fund balance when an expenditure is incurred for purposes for which all three unrestricted fund balances are available.

Nonspendable Fund Balance. Consists of resources that cannot be spent because they are either: a) not in a spendable form; or b) legally or contractually required to be maintained intact.

Restricted Fund Balance. Consists of resources that are restricted to specific purposes, that is, when constraints placed on the use of resources are either: a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance. Consists of resources constrained (issuance of an ordinance) to specific purposes by the government itself, using its highest level of decision-making authority, the Village Board; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.

Assigned Fund Balance. Consists of amounts that are constrained by the Village Board intent to be used for specific purposes but are neither restricted nor committed. Intent is expressed by the Village Board itself or by a body or official to which the Village Board has delegated the authority to assign amounts to be used for specific purposes. The Village's highest level of decision-making authority is the Village Board, who is authorized to assign amounts to a specific purpose.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

FUND BALANCE CLASSIFICATIONS – Continued

Unassigned Fund Balance. Consists of residual net resources of a fund that has not been restricted, committed, or assigned within the General Fund and deficit fund balances of other governmental funds.

Minimum Fund Balance Policy. The Village's fund balance policy for the General Fund requires unassigned fund balance to be maintained at a minimum of 25% of budgeted operating expenditures.

The following is a schedule of fund balance classifications for the governmental funds as of the date of this report:

	General	Special Revenue Lake Cook Road TIF	Debt Service	Capital Projects			Nonmajor	Totals
				Facilities Development	Street Maintenance	Vehicle Equipment Replacement		
Fund Balances								
Nonspendable								
Inventories	\$ 142,941	-	-	-	-	-	-	142,941
Restricted								
IMRF	726,069	-	-	-	-	-	-	726,069
Seizure Funds	547,278	-	-	-	-	-	-	547,278
Motor Fuel Tax	-	-	-	-	-	-	5,149,668	5,149,668
Metra Parking Lot	-	-	-	-	-	-	16,307	16,307
TIF	-	1,010,713	-	-	-	-	-	1,010,713
Debt Service	-	-	28,179	-	-	-	-	28,179
Capital Projects	-	-	-	995,924	-	-	-	995,924
	1,273,347	1,010,713	28,179	995,924	-	-	5,165,975	8,474,138
Committed								
Capital Projects	36,791,201	-	-	365,892	2,076,795	17,745	-	39,251,633
Unassigned	18,522,000	-	-	-	-	-	(84,372)	18,437,628
Total Fund Balances	56,729,489	1,010,713	28,179	1,361,816	2,076,795	17,745	5,081,603	66,306,340

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

NET POSITION CLASSIFICATIONS

Net investment in capital assets was comprised of the following as of December 31, 2023:

Governmental Activities	
Capital Assets - Net of Accumulated Depreciation	\$ 106,293,429
Plus: Unspent Bond Proceeds	995,924
Less Capital Related Debt:	
General Obligation Bonds	(45,377,545)
Unamortized Premium	(4,941,275)
Installment Note Payable	(497,228)
Leases Payable	(642,201)
Subscriptions Payable	(984,191)
	<u>54,846,913</u>
Net Investment in Capital Assets	
<u>54,846,913</u>	
Business-Type Activities	
Capital Assets - Net of Accumulated Depreciation	59,991,393
Less Capital Related Debt:	
IEPA Loans Payable	(232,281)
Installment Note Payable	(4,138,887)
Leases Payable	(737,330)
Subscriptions Payable	(329,616)
	<u>54,553,279</u>
Net Investment in Capital Assets	
<u>54,553,279</u>	

NET POSITION RESTATEMENTS

Beginning balances in capital assets and long-term debt were restated due to the implementation of GASB Statement No. 96; however, the net effect on the Statement of Activities was zero.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION

RISK MANAGEMENT

The Village is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters; and injuries to the Village's employees. The Village has purchased insurance from private insurance companies. Risks covered include certain types of liabilities and bonds. Premiums have been displayed as expenditures/expenses in appropriate funds. There were no significant changes in insurance coverages from the prior year and settlements did not exceed insurance coverage in any of the past three fiscal years.

CONTINGENT LIABILITIES

Litigation

From time to time, the Village is party to various pending claims and legal proceedings with respect to employment, civil rights, property taxes and other matters. Although the outcome of such matters cannot be forecasted with certainty, it is the opinion of management and the Village attorney that the likelihood is remote that any such claims or proceedings will have a material adverse effect on the Village's financial position or results of operations.

Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the Village expects such amounts, if any, to be immaterial.

JOINT VENTURES

Northwest Water Commission (NWWC)

The Village is a member of the Northwest Water Commission (NWWC) which consists of four municipalities. NWWC is a municipal corporation and public body politic and corporate established pursuant to the Constitution of the State of Illinois and the Intergovernmental Cooperation Act of the State of Illinois, as amended (the Act). NWWC is empowered under the Act to plan, construct, improve, extend, acquire, finance, operate and maintain a water supply system to serve its members and other potential water purchasers.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

JOINT VENTURES – Continued

Northwest Water Commission (NWWC) – Continued

The four members of NWWC and their percentage shares as of December 31, 2022 are as follows:

	Percent Share
Village of Arlington Heights	37.84 %
Village of Buffalo Grove	17.70
Village of Palatine	29.01
Village of Wheeling	15.45
	<u>100.00 %</u>

These percentage shares are based upon formula contained in the water supply agreement and are subject to change in future years based on consumption by the municipalities.

The members form a contiguous geographic service area which is located northwest of downtown Chicago. Under the NWWC Agreement, additional members may join NWWC upon the approval of each member.

NWWC is governed by a Board of Commissioners which consists of one Village Manager from each member municipality. Each Commissioner has an equal vote. The officers of NWWC are appointed by the Board of Commissioners. The Board of Commissioners determines the general policy of NWWC, makes all appropriations, approves contracts for sale or purchase of water, adopts by-laws, rules and regulations, and exercises such powers and performs such duties as may be prescribed in the NWWC Agreement or the by-laws.

Summary of financial positions as of December 31, 2022:

Current Assets	\$ 25,726,329	Current Liabilities	\$ 2,414,488
Noncurrent Assets		Noncurrent Liabilities	<u>195,235</u>
Capital Assets	<u>30,102,951</u>	Total Liabilities	<u>2,609,723</u>
Total Assets	<u><u>55,829,280</u></u>	Net Position	<u><u>53,219,557</u></u>

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

JOINT VENTURES – Continued

Northwest Water Commission (NWWC) – Continued

Summary of revenues, expenses and changes in net position for the for the eight months ended December 31, 2022:

Operating Revenues	\$ 9,086,628
Operating Expenses	<u>8,133,771</u>
Operating Income	952,857
Nonoperating Revenue (Expenses)	<u>225,240</u>
Change in Net Position	1,178,097
Net Position - Beginning	<u>52,041,460</u>
Net Position - Ending	<u><u>53,219,557</u></u>

Complete financial statements can be obtained from the Northwest Water Commission, 1525 North Wolf Road, Des Plaines, Illinois 60015.

NWWC's bonds are revenue obligations. They are limited obligations of NWWC with a claim for payment solely from and secured by a pledge of the revenues of the system and amounts in various funds and accounts established by NWWC resolutions. The bonds are not a debt of any member. NWWC has no power to levy taxes.

Revenues of the system consist of: (a) all receipts derived from Water Supply Contracts or any other contract for the supply of water; (b) all income derived from the investment of monies; and (c) all income, fees, water service charges, and all rates, rents and receipts derived by NWWC from the ownership and operation of the system and the sale of water. NWWC covenants to establish fees and charges sufficient to provide revenues to meet all its requirements.

NWWC has entered into Water Supply Contracts with the four-member municipalities for a term of 40 years, extending to 2030. The Water Supply Contracts are irrevocable and may not be terminated or amended except as provided in the Water Supply Contract. Each member is obligated, on a "take or pay" basis, to purchase or in any event to pay for a minimum annual quantity of water.

NWWC has entered into an agreement with the City of Evanston under which the City has agreed to sell quantities of lake water sufficient to supply the projected water needs of NWWC through the year 2030.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

JOINT VENTURES – Continued

Northwest Water Commission (NWWC) – Continued

The obligation of the Village to make all payments as required by this Contract is unconditional and irrevocable, without regard to performance or nonperformance by NWWC of its obligations under this Contract.

The payments required to be made by the Village under this Contract are required to be made solely from revenues to be derived by the Village from the operation of the Village's system. Members are not prohibited by the Contract from using other available funds to make payments required under the Contract. This Contract shall not constitute an indebtedness of the Village within the meaning of any statutory or constitutional limitation.

The obligation of the Village to make payments required by this Agreement from revenues of the Waterworks and Sewerage System shall be payable from the operation and maintenance account of the Water and Sewerage Fund.

In accordance with the joint venture agreement, the Village remitted \$2,020,364 to NWWC for the year ended December 31, 2023. All payments were paid from the Water and Sewerage Fund. The Village's share of net position of NWWC was \$9,419,862 at December 31, 2023.

Solid Waste Agency of Northern Cook County (SWANCC)

The Village is a member of the Solid Waste Agency of Northern Cook County (SWANCC) which consists of twenty-three municipalities. SWANCC is a municipal corporation and public body politic established pursuant to the Constitution Act of the State of Illinois and the Intergovernmental Cooperation Act of the State of Illinois, as amended.

SWANCC is empowered to plan, construct, finance, operate, and maintain a solid waste disposal system to serve its members. SWANCC is governed by a Board of Directors which consists of one appointed representative from each member municipality. Each Director has an equal vote. The officers of SWANCC are appointed by the Board of Directors.

The Board of Directors determines the general policy of SWANCC, makes all appropriations, approves contracts, adopts resolutions providing for the issuance of bonds or notes by SWANCC, adopts by-laws, rules and regulations, and exercises such powers and performs such duties as may be prescribed in the SWANCC agreement or the by-laws. Separate audited financial statements are available at 77 W Hintz Road, Suite 200, Wheeling, Illinois 60090.

SWANCC's bonds are revenue obligations. They are limited obligations of SWANCC, with a claim for payment solely from and secured by a pledge of the revenues of the system, and amounts in various funds and accounts established by SWANCC resolutions. SWANCC has no power to levy taxes.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

JOINT VENTURES – Continued

Solid Waste Agency of Northern Cook County (SWANCC) – Continued

Revenues of the system consist of: (a) all receipts derived from Solid Waste Disposal Contracts or any other contracts for the disposal of waste; (b) all income derived from the investment of monies; and (c) all income, fees, service charges, and all grants, rents, and receipts derived by SWANCC from the ownership and operation of the system.

SWANCC covenants to establish fees and charges sufficient to provide revenues to meet all its requirements.

SWANCC has entered into Solid Waste Disposal Contracts with the member municipalities. The Contracts are irrevocable, and may not be terminated or amended, except as provided in the Contract. Each member is obligated, on a “take or pay” basis, to purchase or in any event to pay for a minimum annual cost of the system.

The obligation of the Village to make all payments as required by this Contract is unconditional and irrevocable, without regard to performance or nonperformance by SWANCC of its obligations under this Contract.

The payments required to be made by the Village under this Contract are required to be made solely from revenues to be derived by the Village from the operation of the Municipal Waste System Fund. The Village is not prohibited by the Contract from using any other funds to make the payments required by the Contract. The Contract shall not constitute an indebtedness of the Village within the meaning of any statutory or constitutional limitation.

In accordance with the joint venture agreement, the Village remitted \$930,852 to SWANCC for the year ended December 31, 2023, which is recorded in the Village’s Refuse Service Fund.

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS

The Village contributes to three defined benefit pension plans, the Illinois Municipal Retirement Fund (IMRF), a defined benefit agent multiple-employer public employee retirement system and the Police Pension Plan which is a single-employer pension plan, and the Firefighters’ Pension Plan which is a single-employer pension plan. A separate report is issued for the Police Pension Plan and Firefighters’ Pension Plan and may be obtained by writing to the Village at 50 Raupp Boulevard, Buffalo Grove, Illinois 60089. IMRF issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole, but not by individual employer. That report may be obtained online at www.imrf.org. The benefits, benefit levels, employee contributions, and employer contributions are governed by Illinois Compiled Statutes (ILCS) and can only be amended by the Illinois General Assembly.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements
December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

The aggregate amounts recognized for the three pension plans are:

	Pension Expense	Net Pension Liability	Deferred Outflows	Deferred Inflows
IMRF	\$ 2,365,110	10,272,852	8,094,935	191,303
Police Pension	2,007,253	28,866,686	7,381,400	3,422,489
Firefighters' Pension	1,840,707	19,387,683	7,816,762	3,007,517
	<u>6,213,070</u>	<u>58,527,221</u>	<u>23,293,097</u>	<u>6,621,309</u>

Illinois Municipal Retirement Fund (IMRF)

Plan Descriptions

Plan Administration. All employees (other than those covered by the Police Pension Plan and the Firefighters' Pension Plan) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

Benefits Provided. IMRF has three benefit plans. The vast majority of IMRF members participate in the Regular Plan (RP). The Sheriff's Law Enforcement Personnel (SLEP) plan is for sheriffs, deputy sheriffs, and selected police chiefs. Counties could adopt the Elected County Official (ECO) plan for officials elected prior to August 8, 2011 (the ECO plan was closed to new participants after that date).

IMRF provides two tiers of pension benefits. Employees hired *before* January 1, 2011, are eligible for Tier 1 benefits. Tier 1 employees are vested for pension benefits when they have at least eight years of qualifying service credit. Tier 1 employees who retire at age 55 (at reduced benefits) or after age 60 (at full benefits) with eight years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any consecutive 48 months within the last 10 years of service, divided by 48. Under Tier 1, the pension is increased by 3% of the original amount on January 1 every year after retirement.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement Fund (IMRF) – Continued

Plan Descriptions – Continued

Benefits Provided - Continued. Employees hired **on or after** January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating employees who retire at age 62 (at reduced benefits) or after age 67 (at full benefits) with ten years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3% of the final rate of earnings for the first 15 years of service credit, plus 2% for each year of service credit after 15 years to a maximum of 75% of their final rate of earnings. Final rate of earnings is the highest total earnings during any 96 consecutive months within the last 10 years of service, divided by 96. Under Tier 2, the pension is increased on January 1 every year after retirement, upon reaching age 67, by the *lesser* of:

- 3% of the original pension amount, or
- 1/2 of the increase in the Consumer Price Index of the original pension amount.

Plan Membership. As of December 31, 2022, the measurement date, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	128
Inactive Plan Members Entitled to but not yet Receiving Benefits	73
Active Plan Members	<u>90</u>
Total	<u><u>291</u></u>

Contributions. As set by statute, the Village's Regular Plan Members are required to contribute 4.50% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. For the year-ended December 31, 2023, the Village's contribution was 9.41% of covered payroll.

Net Pension Liability. The Village's net pension liability was measured as of December 31, 2022. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions. The total pension liability was determined by an actuarial valuation performed, as of December 31, 2022, using the following actuarial methods and assumptions:

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement Fund (IMRF) – Continued

Plan Descriptions – Continued

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	7.25%
Salary Increases	2.85% to 13.75%
Cost of Living Adjustments	2.75%
Inflation	2.25%

For nondisabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return to the target asset allocation percentage and adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement Fund (IMRF) – Continued

Plan Descriptions – Continued

Asset Class	Target	Long-Term Expected Real Rate of Return
Fixed Income	25.50%	4.90%
Domestic Equities	35.50%	6.50%
International Equities	18.00%	7.60%
Real Estate	10.50%	6.20%
Blended	9.50%	6.25% - 9.90%
Cash and Cash Equivalents	1.00%	4.00%

Discount Rate

The discount rate used to measure the total pension liability was 7.25%, the same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the IMRF's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the total pension liability.

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the net pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Net Pension Liability	\$ 19,232,015	10,272,852	3,115,572

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement Fund (IMRF) – Continued

Changes in the Net Pension Liability/(Asset)

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability/(Asset) (A) - (B)
Balances at December 31, 2021	\$ 74,994,444	80,855,148	(5,860,704)
Changes for the Year:			
Service Cost	763,454	-	763,454
Interest on the Total Pension Liability	5,316,538	-	5,316,538
Changes of Benefit Terms	-	-	-
Difference Between Expected and Actual Experience of the Total Pension Liability	915,422	-	915,422
Changes of Assumptions	-	-	-
Contributions - Employer	-	1,054,873	(1,054,873)
Contributions - Employees	-	422,799	(422,799)
Net Investment Income	-	(10,239,835)	10,239,835
Benefit Payments, including Refunds of Employee Contributions	(4,089,234)	(4,089,234)	-
Other (Net Transfer)	-	(375,979)	375,979
Net Changes	2,906,180	(13,227,376)	16,133,556
Balances at December 31, 2022	77,900,624	67,627,772	10,272,852

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Illinois Municipal Retirement Fund (IMRF) – Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2023, the Village recognized pension expense of \$2,365,110. At December 31, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 1,479,699	-	1,479,699
Change in Assumptions	-	(191,303)	(191,303)
Net Difference Between Projected and Actual			
Earnings on Pension Plan Investments	5,681,891	-	5,681,891
Total Pension Expense to be			
Recognized in Future Periods	7,161,590	(191,303)	6,970,287
Pension Contributions Made Subsequent			
to the Measurement Date	933,345	-	933,345
Total Deferred Amounts Related to IMRF	8,094,935	(191,303)	7,903,632

\$933,345 reported as deferred outflows of resources related to pensions resulting from employer contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the reporting year ended December 31, 2024. Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows of Resources
2024	\$ 417,432
2025	1,452,636
2026	1,901,512
2027	3,198,707
2028	-
Thereafter	-
Total	6,970,287

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan

Plan Descriptions

Plan Administration. The Police Pension Plan is a single-employer defined benefit pension plan that covers all sworn police personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. The Village accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active police employees.

Plan Membership. At December 31, 2023, the measurement date, membership consisted of the following:

Inactive Plan Members Currently Receiving Benefits	67
Inactive Plan Members Entitled to but not yet Receiving Benefits	10
Active Plan Members	<u>58</u>
Total	<u><u>135</u></u>

Benefits Provided. The following is a summary of the Police Pension Plan as provided for in Illinois State Statutes.

The Police Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of $\frac{1}{2}$ of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3 percent compounded annually thereafter. Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the police officer during the 48 consecutive months of service within the last 60 months of service in which the total salary was the highest by the number of months of service in that period. Police officer salary for the pension purposes is capped at \$106,800, plus the lesser of $\frac{1}{2}$ of the annual change in the Consumer Price Index or 3 percent compounded.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Plan Descriptions – Continued

Benefits Provided – Continued. The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., ½ percent for each month under 55). The monthly benefit of a Tier 2 police officer shall be increased annually at age 60 on the January 1st after the police officer retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent or ½ of the change in the Consumer Price Index for the proceeding calendar year.

Contributions. Covered employees are required to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended December 31, 2023, the Village's contribution was 53.26% of covered payroll.

Concentrations. At year end, the Pension Plan does not have any investments (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments) in any one organization that represent 5 percent or more of net position available for benefits.

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of December 31, 2023, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	7.00%
Salary Increases	3.75% - 8.42%
Cost of Living Adjustments	3.25%
Inflation	2.25%

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Actuarial Assumptions – Continued

Mortality rates follow the Sex Distinct Raw Rates as developed in the PubS-2010(A) study. Mortality improvement uses MP-2019 Improvement Rates applied on a fully generational basis.

Discount Rate

The discount rate used to measure the total pension liability was 7.00%, the same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net Pension Liability	\$ 41,710,834	28,866,686	11,228,373

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at December 31, 2022	\$ 117,528,824	84,315,610	33,213,214
Changes for the Year:			
Service Cost	1,615,521	-	1,615,521
Interest on the Total Pension Liability	8,166,966	-	8,166,966
Changes of Benefit Terms	-	-	-
Difference Between Expected and Actual Experience of the Total Pension Liability	2,187,882	-	2,187,882
Changes of Assumptions	-	-	-
Contributions - Employer	-	3,795,905	(3,795,905)
Contributions - Employees	-	684,746	(684,746)
Contributions - Other	-	418,623	(418,623)
Net Investment Income	-	11,480,741	(11,480,741)
Benefit Payments, including Refunds of Employee Contributions	(5,971,910)	(5,971,910)	-
Administrative Expense	-	(63,118)	63,118
Net Changes	5,998,459	10,344,987	(4,346,528)
Balances at December 31, 2023	123,527,283	94,660,597	28,866,686

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Police Pension Plan – Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2023, the Village recognized pension expense of \$2,007,253. At December 31, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 3,482,572	(3,220,960)	261,612
Change in Assumptions	704,850	(201,529)	503,321
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	3,193,978	-	3,193,978
Total Deferred Amounts Related to Police Pension	7,381,400	(3,422,489)	3,958,911

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows/ (Inflows) of Resources
2024	\$ 917,272
2025	1,304,287
2026	2,455,159
2027	(760,704)
2028	42,897
Thereafter	-
Total	3,958,911

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Firefighters' Pension Plan

Plan Descriptions

Plan Administration. The Firefighters' Pension Plan is a single-employer defined benefit pension plan that covers all sworn firefighter personnel. The defined benefits and employee and minimum employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/4-1) and may be amended only by the Illinois legislature. The Village accounts for the Fund as a pension trust fund. The Fund is governed by a five-member pension board. Two members of the Board are appointed by the Village President, one member is elected by pension beneficiaries and two members are elected by active fire employees.

Plan Membership. At December 31, 2023, the measurement date, membership consisted of the following:

Inactive Plan Members Currently Receiving Benefits	54
Inactive Plan Members Entitled to but not yet Receiving Benefits	1
Active Plan Members	<u>55</u>
Total	<u><u>110</u></u>

Benefits Provided. The following is a summary of the Firefighters' Pension Plan as provided for in Illinois State Statutes.

The Firefighters' Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Covered employees hired before January 1, 2011 (Tier 1), attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit of $\frac{1}{2}$ of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.5 percent of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75 percent of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a firefighter who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3 percent of the original pension and 3 percent compounded annually thereafter.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Firefighters' Pension Plan – Continued

Plan Descriptions – Continued

Benefits Provided – Continued. Covered employees hired on or after January 1, 2011 (Tier 2), attaining the age of 55 or older with 10 or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the firefighter during the 48 consecutive months of service within the last 60 months of service in which the total salary was the highest by the number of months of service in that period. Firefighters' salary for the pension purposes is capped at \$106,800, plus the lesser of ½ of the annual change in the Consumer Price Index or 3 percent compounded. The annual benefit shall be increased by 2.5 percent of such a salary for each additional year of service over 20 years up to 30 years to a maximum of 75 percent of such salary. Employees with at least 10 years may retire at or after age 50 and receive a reduced benefit (i.e., ½ percent for each month under 55). The monthly benefit of a Tier 2 firefighter shall be increased annually at age 60 on the January 1st after the firefighter retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3 percent or ½ of the change in the Consumer Price Index for the proceeding calendar year.

Contributions. Covered employees are required to contribute 9.455% of their base salary to the Firefighters' Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially determined by an enrolled actuary. However, effective January 1, 2011, ILCS requires the Village to contribute a minimum amount annually calculated using the projected unit credit actuarial cost method that will result in the funding of 90% of the past service cost by the year 2040. For the year-ended December 31, 2023, the Village's contribution was 31.94% of covered payroll.

Concentrations. At year end, the Pension Plan does not have any investments (other than investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments) in any one organization that represent 5 percent or more of net position available for benefits.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Firefighters' Pension Plan – Continued

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation performed, as of December 31, 2023, using the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Fair Value
Actuarial Assumptions	
Interest Rate	7.00%
Salary Increases	3.75% - 9.48%
Cost of Living Adjustments	3.25%
Inflation	2.25%

Mortality rates follow the Sex Distinct Raw Rates as developed in the PubS-2010(A) study. Mortality improvement uses MP-2019 Improvement Rates applied on a fully generational basis.

Discount Rate

The discount rate used to measure the total pension liability was 7.00%, the same as the prior valuation. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that Village contributions will be made at rates equal to the difference between the actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all project future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Firefighters' Pension Plan – Continued

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the Village calculated using the discount rate as well as what the Village's net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net Pension Liability	\$ 33,199,960	19,387,683	8,072,606

Changes in the Net Pension Liability

	Total Pension Liability (A)	Plan Fiduciary Net Position (B)	Net Pension Liability (A) - (B)
Balances at December 31, 2022	\$ 94,628,780	72,223,466	22,405,314
Changes for the Year:			
Service Cost	1,451,261	-	1,451,261
Interest on the Total Pension Liability	6,622,246	-	6,622,246
Changes of Benefit Terms	-	-	-
Difference Between Expected and Actual Experience of the Total Pension Liability	2,335,231	-	2,335,231
Changes of Assumptions	-	-	-
Contributions - Employer	-	2,027,065	(2,027,065)
Contributions - Employees	-	598,067	(598,067)
Net Investment Income	-	10,851,258	(10,851,258)
Benefit Payments, including Refunds of Employee Contributions	(4,740,134)	(4,740,134)	-
Administrative Expense	-	(50,021)	50,021
Net Changes	5,668,604	8,686,235	(3,017,631)
Balances at December 31, 2023	100,297,384	80,909,701	19,387,683

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Firefighters' Pension Plan – Continued

Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2023, the Village recognized pension expense of \$1,840,707. At December 31, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 3,743,291	(2,760,145)	983,146
Change in Assumptions	784,715	(247,372)	537,343
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	3,288,756	-	3,288,756
Total Deferred Amounts Related to Firefighters' Pension	7,816,762	(3,007,517)	4,809,245

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense in future periods as follows:

Fiscal Year	Net Deferred Outflows/ (Inflows) of Resources
2024	\$ 757,880
2025	1,915,400
2026	2,937,149
2027	(1,037,966)
2028	(34,301)
Thereafter	271,083
Total	4,809,245

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS

General Information about the OPEB Plan

Plan Description. The Village’s defined benefit OPEB plan, Village of Buffalo Grove Retiree Benefits Plan (RBP), provides OPEB for all permanent full-time general and public safety employees of the Village. RBP is a single-employer defined benefit OPEB plan administered by the Village. Article 11 of the State Compiled Statutes grants the authority to establish and amend the benefit terms and financing requirements to the Village Board. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75. There are no separately issued financial statements.

Benefits Provided. RBP offers medical, prescription, vision, dental, life insurance coverage to retirees. Retirees pay full cost of coverage. Coverage ends at age 65 or once retirees are eligible for Medicare.

Plan Membership. As of December 31, 2023, the measurement date, the following employees were covered by the benefit terms:

Inactive Plan Members Currently Receiving Benefits	55
Inactive Plan Members Entitled to but not yet Receiving Benefits	-
Active Plan Members	<u>201</u>
Total	<u><u>256</u></u>

Total OPEB Liability

The Village’s total OPEB liability was measured as of December 31, 2023, and was determined by an actuarial valuation as of December 31, 2022.

Actuarial Assumptions and Other Inputs. The total OPEB liability in the December 31, 2022 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS – Continued

Total OPEB Liability – Continued

Actuarial assumptions and other inputs - Continued.

Inflation	2.25%
Salary Increases	3.00%
Discount Rate	3.26%
Healthcare Cost Trend Rates	6.00% for 2023, decreasing to an ultimate rate of 5.00% for 2027 and later years
Retirees' Share of Benefit-Related Costs	100% of Benefit-Related Costs

The discount rate was based on a combination of the expected long-term rate of return on plan investments and the municipal bond rate.

Mortality rates for IMRF members were based on PubG-2010(B) Improved Generationally using MP-2020 Improvement Rates, weighted per IMRF Experience Study Report dated December 14, 2020.

Mortality rates for police and fire were based on the sex distinct raw rates as developed in the PubS-2010(A) Study improved to 2017 using MP-2019 Improvement Rates. These rates are then improved generationally using MP-2019 improvement rates.

Change in the Total OPEB Liability

	Total OPEB Liability
Balance at December 31, 2022	<u>\$ 12,007,321</u>
Changes for the Year:	
Service Cost	558,758
Interest on the Total Pension Liability	436,067
Changes of Benefit Terms	-
Difference Between Expected and Actual Experience	-
Changes of Assumptions or Other Inputs	850,677
Benefit Payments	<u>(570,174)</u>
Net Changes	<u>1,275,328</u>
Balance at December 31, 2023	<u><u>13,282,649</u></u>

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS – Continued

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The discount rate used to measure the total pension liability was 3.26%, while the prior valuation used 3.72%. The following presents the total OPEB liability, calculated using the discount rate, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher:

	1% Decrease (2.26%)	Current Discount Rate (3.26%)	1% Increase (4.26%)
Total OPEB Liability	\$ 15,485,265	13,282,649	11,540,896

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following is a sensitivity analysis of the total OPEB liability to changes in the healthcare cost trend rates. The table below presents the OPEB liability of the Village calculated using the discount rate as well as what the Village's total OPEB liability would be if it were calculated using healthcare trend rates that are one percentage point lower or one percentage point higher than the current rates:

	1% Decrease (Varies)	Healthcare Cost Trend Rates (Varies)	1% Increase (Varies)
Total OPEB Liability	\$ 11,084,346	13,282,649	16,192,346

VILLAGE OF BUFFALO GROVE, ILLINOIS

Notes to the Financial Statements December 31, 2023

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS – Continued

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended December 31, 2023, the Village recognized OPEB expense of \$1,280,165. At December 31, 2023, the Village reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Totals
Difference Between Expected and Actual Experience	\$ 957,411	(828,098)	129,313
Change in Assumptions	2,959,776	(2,507,785)	451,991
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	-	-
Total Deferred Amounts Related to OPEB	<u>3,917,187</u>	<u>(3,335,883)</u>	<u>581,304</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year	Net Deferred Outflows/(Inflows) of Resources
2024	\$ 285,340
2025	285,340
2026	285,340
2027	306,011
2028	307,181
Thereafter	<u>(887,908)</u>
Total	<u>581,304</u>

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures that are required by the GASB but are not considered a part of the basic financial statements. Such information includes:

- Schedule of Employer Contributions
 - Illinois Municipal Retirement Fund
 - Police Pension Fund
 - Firefighters' Pension Fund
- Schedule of Changes in the Employer's Net Pension Liability/(Asset)
 - Illinois Municipal Retirement Fund
 - Police Pension Fund
 - Firefighters' Pension Fund
- Schedule of Investment Returns
 - Police Pension Fund
 - Firefighters' Pension Fund
- Schedule of Changes in the Employer's Total OPEB Liability
 - Retiree Benefit Plan
- Budgetary Comparison Schedule
 - General Fund
 - Lake Cook Road TIF – Special Revenue Fund

Notes to the Required Supplementary Information

Budgetary Information – Budgets are adopted on a basis consistent with generally accepted accounting principles.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Illinois Municipal Retirement Fund

Required Supplementary Information

Schedule of Employer Contributions

December 31, 2023

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2014	\$ 1,020,544	\$ 1,071,994	\$ 51,450	\$ 7,802,324	13.74%
2015	1,093,142	1,093,142	-	8,157,772	13.40%
2016	1,112,901	1,112,901	-	8,023,803	13.87%
2017	1,164,635	1,164,635	-	8,384,700	13.89%
2018	1,218,342	1,218,342	-	8,758,756	13.91%
2019	1,045,988	1,053,229	7,241	9,272,947	11.36%
2020	1,212,986	1,212,986	-	8,899,385	13.63%
2021	1,129,789	1,140,015	10,226	8,517,782	13.38%
2022	1,054,873	1,054,873	-	9,016,005	11.70%
2023	933,345	933,345	-	9,916,325	9.41%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	21 Years
Asset Valuation Method	5-Year Smoothed Fair Value
Inflation	2.25%
Salary Increases	2.85% to 13.75%, Including Inflation
Investment Rate of Return	7.25%
Retirement Age	See the Notes to the Financial Statements
Mortality	For non-disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Police Pension Fund

Required Supplementary Information
 Schedule of Employer Contributions
 December 31, 2023

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2014	\$ 2,359,777	\$ 2,083,758	\$ (276,019)	\$ 5,984,178	34.82%
2015	2,256,676	2,284,315	27,639	6,056,962	37.71%
2016	2,407,865	2,430,017	22,152	6,406,672	37.93%
2017	2,538,183	2,641,453	103,270	6,565,793	40.23%
2018	2,673,256	2,668,632	(4,624)	6,738,022	39.61%
2019	2,795,672	2,899,820	104,148	6,957,008	41.68%
2020	3,034,524	3,095,593	61,069	7,316,636	42.31%
2021	3,361,940	3,333,876	(28,064)	6,594,984	50.55%
2022	3,394,077	3,374,694	(19,383)	6,994,975	48.24%
2023	2,775,930	3,795,905	1,019,975	7,127,249	53.26%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	17 Years
Asset Valuation Method	5-Year Smoothed Fair Value
Inflation	2.25%
Salary Increases	3.75% - 8.42%
Investment Rate of Return	7.00%
Retirement Age	Graded by Age (11% at 50 to 100% at age 62)
Mortality	Pub-2010 Adjusted for Plan Status, Demographics, and Illinois Public Pension Data, as Appropriate

VILLAGE OF BUFFALO GROVE, ILLINOIS

Firefighters' Pension Fund

Required Supplementary Information Schedule of Employer Contributions December 31, 2023

Fiscal Year	Actuarially Determined Contribution	Contributions in Relation to the Actuarially Determined Contribution	Contribution Excess/ (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2014	\$ 1,884,815	\$ 2,168,844	\$ 284,029	\$ 5,224,950	41.51%
2015	1,848,990	2,202,138	353,148	5,308,713	41.48%
2016	1,728,496	2,166,040	437,544	5,390,509	40.18%
2017	1,862,674	1,864,498	1,824	5,585,881	33.38%
2018	1,897,942	1,897,968	26	5,836,466	32.52%
2019	1,859,212	1,915,164	55,952	6,026,152	31.78%
2020	1,984,773	2,019,305	34,532	5,890,818	34.28%
2021	2,390,386	2,370,805	(19,581)	5,846,393	40.55%
2022	2,424,085	2,410,584	(13,501)	6,114,396	39.42%
2023	1,872,940	2,027,065	154,125	6,346,072	31.94%

Notes to the Required Supplementary Information:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level % Pay (Closed)
Remaining Amortization Period	17 Years
Asset Valuation Method	5-Year Smoothed Fair Value
Inflation	2.25%
Salary Increases	3.75% - 9.48%
Investment Rate of Return	7.00%
Retirement Age	Graded by Age (7% at 50 to 100% at age 65)
Mortality	Pub-2010 Adjusted for Plan Status, Demographics, and Illinois Public Pension Data, as Appropriate

VILLAGE OF BUFFALO GROVE, ILLINOIS

Illinois Municipal Retirement Fund

Required Supplementary Information

Schedule of Changes in the Employer's Net Pension Liability/(Asset)

December 31, 2023

	12/31/14	12/31/15
Total Pension Liability		
Service Cost	\$ 964,574	860,654
Interest	3,808,085	4,031,299
Differences Between Expected and Actual Experience	(1,126,970)	1,338,146
Change of Assumptions	1,736,515	145,117
Benefit Payments, Including Refunds of Member Contributions	(2,148,231)	(2,416,367)
Net Change in Total Pension Liability	3,233,973	3,958,849
Total Pension Liability - Beginning	51,366,296	54,600,269
Total Pension Liability - Ending	54,600,269	58,559,118
Plan Fiduciary Net Position		
Contributions - Employer	\$ 1,071,994	1,093,142
Contributions - Members	369,278	402,168
Net Investment Income	2,892,087	241,715
Benefit Payments, Including Refunds of Member Contributions	(2,148,231)	(2,416,367)
Other (Net Transfer)	(1,146,370)	520,582
Net Change in Plan Fiduciary Net Position	1,038,758	(158,760)
Plan Net Position - Beginning	47,764,745	48,803,503
Plan Net Position - Ending	48,803,503	48,644,743
Employer's Net Pension Liability/(Asset)	\$ 5,796,766	9,914,375
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	89.38%	83.07%
Covered Payroll	\$ 7,802,324	8,157,772
Employer's Net Pension Liability/(Asset) as a Percentage of Covered Payroll	74.30%	121.53%

Note: This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

12/31/16	12/31/17	12/31/18	12/31/19	12/31/20	12/31/21	12/31/22
871,953	858,070	843,915	908,935	941,942	785,687	763,454
4,310,485	4,434,597	4,483,157	4,689,245	4,904,123	5,082,733	5,316,538
(921,372)	40,460	582,645	492,814	980,313	1,307,006	915,422
(220,386)	(1,963,662)	1,849,878	-	(738,149)	-	-
(2,582,301)	(2,637,150)	(2,792,678)	(2,983,908)	(3,303,412)	(3,789,614)	(4,089,234)
1,458,379	732,315	4,966,917	3,107,086	2,784,817	3,385,812	2,906,180
58,559,118	60,017,497	60,749,812	65,716,729	68,823,815	71,608,632	74,994,444
60,017,497	60,749,812	65,716,729	68,823,815	71,608,632	74,994,444	77,900,624
1,112,901	1,164,635	1,218,342	1,053,229	1,212,986	1,140,015	1,054,873
428,936	377,312	394,144	421,491	400,474	383,301	422,799
3,350,903	8,949,122	(2,997,666)	10,038,062	8,789,950	12,021,830	(10,239,835)
(2,582,301)	(2,637,150)	(2,792,678)	(2,983,908)	(3,303,412)	(3,789,614)	(4,089,234)
(346,357)	(974,388)	938,575	58,920	872,831	289,920	(375,979)
1,964,082	6,879,531	(3,239,283)	8,587,794	7,972,829	10,045,452	(13,227,376)
48,644,743	50,608,825	57,488,356	54,249,073	62,836,867	70,809,696	80,855,148
50,608,825	57,488,356	54,249,073	62,836,867	70,809,696	80,855,148	67,627,772
9,408,672	3,261,456	11,467,656	5,986,948	798,936	(5,860,704)	10,272,852
84.32%	94.63%	82.55%	91.30%	98.88%	107.81%	86.81%
8,023,803	8,384,700	8,758,756	9,272,947	8,899,385	8,517,782	9,016,005
117.26%	38.90%	130.93%	64.56%	8.98%	(68.81%)	113.94%

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Police Pension Fund

Required Supplementary Information
Schedule of Changes in the Employer's Net Pension Liability
December 31, 2023

	12/31/14	12/31/15	12/31/16
Total Pension Liability			
Service Cost	\$ 1,415,171	1,386,660	1,534,051
Interest	5,318,732	5,438,273	5,861,687
Differences Between Expected and Actual Experience	-	(1,015,708)	358,140
Change of Assumptions	-	4,811,344	170,816
Change of Benefit Terms	-	-	-
Benefit Payments, Including Refunds of Member Contributions	(2,747,592)	(2,969,657)	(3,283,543)
Net Change in Total Pension Liability	3,986,311	7,650,912	4,641,151
Total Pension Liability - Beginning	77,355,682	81,341,993	88,992,905
Total Pension Liability - Ending	81,341,993	88,992,905	93,634,056
Plan Fiduciary Net Position			
Contributions - Employer	\$ 2,083,758	2,284,315	2,430,017
Contributions - Members	654,693	669,077	622,198
Contributions - Other	-	-	-
Net Investment Income	3,756,487	186,635	3,418,114
Benefit Payments, Including Refunds of Member Contributions	(2,747,592)	(2,969,657)	(3,283,543)
Administrative Expense	(33,343)	(39,870)	(43,969)
Net Change in Plan Fiduciary Net Position	3,714,003	130,500	3,142,817
Plan Net Position - Beginning	52,540,449	56,254,452	56,384,952
Plan Net Position - Ending	56,254,452	56,384,952	59,527,769
Employer's Net Pension Liability	25,087,541	32,607,953	34,106,287
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	69.16%	63.36%	63.57%
Covered Payroll	\$ 5,984,178	6,056,962	6,406,672
Employer's Net Pension Liability as a Percentage of Covered Payroll	419.23%	538.35%	532.36%

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

12/31/17	12/31/18	12/31/19	12/31/20	12/31/21	12/31/22	12/31/23
1,637,139	1,628,794	1,649,198	1,978,338	1,833,711	1,545,376	1,615,521
6,171,179	6,489,093	6,772,474	7,214,313	7,526,496	7,732,224	8,166,966
353,405	(92,557)	1,380,756	832,348	2,734,913	(5,311,797)	2,187,882
(3,590,403)	-	1,501,809	(639,813)	105,796	530,076	-
-	-	425,172	-	-	(46,145)	-
(3,602,086)	(3,803,918)	(4,150,161)	(4,677,746)	(5,271,645)	(4,961,571)	(5,971,910)
969,234	4,221,412	7,579,248	4,707,440	6,929,271	(511,837)	5,998,459
93,634,056	94,603,290	98,824,702	106,403,950	111,111,390	118,040,661	117,528,824
94,603,290	98,824,702	106,403,950	111,111,390	118,040,661	117,528,824	123,527,283
2,524,306	2,668,632	2,899,820	3,095,593	3,333,876	3,374,694	3,795,905
627,548	674,488	660,350	820,098	702,138	691,080	684,746
117,147	28,742	83,945	-	-	147,907	418,623
8,300,527	(2,726,611)	13,161,796	8,491,232	15,052,674	(13,134,888)	11,480,741
(3,602,086)	(3,803,919)	(4,150,161)	(4,677,746)	(5,271,645)	(4,961,571)	(5,971,910)
(62,733)	(51,073)	(59,767)	(56,614)	(52,096)	(57,842)	(63,118)
7,904,709	(3,209,741)	12,595,983	7,672,563	13,764,947	(13,940,620)	10,344,987
59,527,769	67,432,478	64,222,737	76,818,720	84,491,283	98,256,230	84,315,610
67,432,478	64,222,737	76,818,720	84,491,283	98,256,230	84,315,610	94,660,597
27,170,812	34,601,965	29,585,230	26,620,107	19,784,431	33,213,214	28,866,686
71.28%	64.99%	72.20%	76.04%	83.24%	71.74%	76.63%
6,565,793	6,738,022	6,957,008	7,316,636	6,594,984	6,994,975	7,127,249
413.82%	513.53%	425.26%	363.83%	299.99%	474.82%	405.02%

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Firefighters' Pension Fund

Required Supplementary Information
Schedule of Changes in the Employer's Net Pension Liability
December 31, 2023

	12/31/14	12/31/15	12/31/16
Total Pension Liability			
Service Cost	\$ 1,378,069	1,179,270	1,260,242
Interest	4,304,137	4,508,473	4,757,917
Differences Between Expected and Actual Experience	218,159	(1,080,688)	(133,067)
Change of Assumptions	(938,734)	1,139,953	(588,791)
Change in Benefit Terms	-	-	-
Benefit Payments, Including Refunds of Member Contributions	(1,943,411)	(2,141,668)	(2,225,410)
Net Change in Total Pension Liability	3,018,220	3,605,340	3,070,891
Total Pension Liability - Beginning	62,459,374	65,477,594	69,082,934
Total Pension Liability - Ending	65,477,594	69,082,934	72,153,825
Plan Fiduciary Net Position			
Contributions - Employer	\$ 2,168,844	2,202,138	2,166,040
Contributions - Members	502,014	524,714	516,422
Contributions - Other	-	-	-
Net Investment Income	3,195,916	654,625	3,415,513
Benefit Payments, Including Refunds of Member Contributions	(1,943,409)	(2,141,668)	(2,225,410)
Administrative Expense	(42,368)	(48,363)	(42,284)
Net Change in Plan Fiduciary Net Position	3,880,997	1,191,446	3,830,281
Plan Net Position - Beginning	45,275,721	49,156,718	50,348,164
Plan Net Position - Ending	49,156,718	50,348,164	54,178,445
Employer's Net Pension Liability	16,320,876	18,734,770	17,975,380
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	75.07%	72.88%	75.09%
Covered Payroll	\$ 5,224,950	5,308,713	5,390,509
Employer's Net Pension Liability as a Percentage of Covered Payroll	312.36%	352.91%	333.46%

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

12/31/17	12/31/18	12/31/19	12/31/20	12/31/21	12/31/22	12/31/23
1,348,459	1,325,255	1,264,639	1,621,266	1,591,437	1,443,273	1,451,261
4,961,836	5,226,040	5,477,561	5,825,574	6,039,648	6,222,731	6,622,246
204,895	234,796	1,246,145	(121,525)	1,916,946	(3,700,466)	2,335,231
-	-	1,195,177	(453,769)	81,975	367,867	-
-	-	640,951	-	-	(140,724)	-
(2,540,912)	(2,940,773)	(3,445,092)	(3,823,483)	(4,182,238)	(4,412,534)	(4,740,134)
3,974,278	3,845,318	6,379,381	3,048,063	5,447,768	(219,853)	5,668,604
72,153,825	76,128,103	79,973,421	86,352,802	89,400,865	94,848,633	94,628,780
76,128,103	79,973,421	86,352,802	89,400,865	94,848,633	94,628,780	100,297,384
1,863,911	1,897,968	1,915,164	2,019,305	2,370,805	2,410,584	2,027,065
520,184	533,534	542,215	535,959	554,144	588,028	598,067
588	-	-	-	-	-	-
7,601,179	(2,917,744)	11,064,141	10,436,145	10,590,082	(12,711,873)	10,851,258
(2,540,912)	(2,940,773)	(3,445,092)	(3,823,483)	(4,182,238)	(4,412,534)	(4,740,134)
(60,925)	(75,110)	(104,664)	(74,148)	(60,102)	(49,317)	(50,021)
7,384,025	(3,502,125)	9,971,764	9,093,778	9,272,691	(14,175,112)	8,686,235
54,178,445	61,562,470	58,060,345	68,032,109	77,125,887	86,398,578	72,223,466
61,562,470	58,060,345	68,032,109	77,125,887	86,398,578	72,223,466	80,909,701
14,565,633	21,913,076	18,320,693	12,274,978	8,450,055	22,405,314	19,387,683
80.87%	72.60%	78.78%	86.27%	91.09%	76.32%	80.67%
5,585,881	5,836,466	6,026,152	5,890,818	5,846,393	6,114,396	6,346,072
260.76%	375.45%	304.02%	208.37%	144.53%	366.44%	305.51%

VILLAGE OF BUFFALO GROVE, ILLINOIS

Police Pension Fund

**Required Supplementary Information
Schedule of Investment Returns
December 31, 2023**

Fiscal Year	Annual Money- Weighted Rate of Return, Net of Investment Expense
2014	7.00%
2015	0.67%
2016	5.71%
2017	14.38%
2018	(4.09%)
2019	20.58%
2020	11.06%
2021	17.79%
2022	(13.49%)
2023	13.66%

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Firefighters' Pension Fund

**Required Supplementary Information
Schedule of Investment Returns
December 31, 2023**

Fiscal Year	Annual Money- Weighted Rate of Return, Net of Investment Expense
2014	7.08%
2015	1.32%
2016	6.78%
2017	14.05%
2018	(4.77%)
2019	19.23%
2020	15.46%
2021	13.76%
2022	(15.79%)
2023	15.36%

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Retiree Benefit Plan

Required Supplementary Information
Schedule of Changes in the Employer's Total OPEB Liability
December 31, 2023

	12/31/18
Total OPEB Liability	
Service Cost	\$ 298,851
Interest	321,987
Changes in Benefit Terms	-
Differences Between Expected and Actual Experience	-
Change of Assumptions or Other Inputs	(774,109)
Benefit Payments	(389,489)
Net Change in Total OPEB Liability	(542,760)
Total OPEB Liability - Beginning	9,548,871
Total OPEB Liability - Ending	9,006,111
Covered-Employee Payroll	\$ 21,900,270
Total OPEB Liability as a Percentage of Covered-Employee Payroll	41.12%

Notes:

This schedule is intended to show information for ten years. Information for additional years will be displayed as it becomes available.

No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

Changes of Assumptions. Changes in assumptions related to the discount rate were made in 2018 through 2023.

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

12/31/19	12/31/20	12/31/21	12/31/22	12/31/23
263,570	525,258	630,551	643,540	558,758
360,862	304,253	290,591	314,733	436,067
-	-	-	(293,086)	-
-	1,668,331	-	(996,070)	-
2,158,863	1,494,795	400,334	(2,658,932)	850,677
(409,592)	(551,381)	(583,085)	(562,325)	(570,174)
2,373,703	3,441,256	738,391	(3,552,140)	1,275,328
9,006,111	11,379,814	14,821,070	15,559,461	12,007,321
11,379,814	14,821,070	15,559,461	12,007,321	13,282,649
22,925,736	19,323,659	20,861,759	21,487,612	22,132,240
49.64%	76.70%	74.58%	55.88%	60.01%

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

General Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Revenues			
Taxes			
Property Taxes	\$ 16,780,272	16,780,272	16,762,116
Other Taxes	11,371,200	11,371,200	13,751,250
Intergovernmental	16,469,326	16,469,326	20,545,354
Charges for Services	2,388,747	2,388,747	2,957,216
Licenses and Permits	349,951	349,951	361,283
Fines and Forfeitures	1,838,100	1,838,100	2,495,692
Investment Income	58,600	58,600	2,860,730
Miscellaneous	922,875	922,875	686,689
Total Revenues	50,179,071	50,179,071	60,420,330
Expenditures			
General Government	10,071,363	10,071,363	10,493,488
Public Safety	31,182,084	31,182,084	30,513,656
Public Works	7,650,250	7,650,250	6,813,495
Capital Outlay	200,000	200,000	805,037
Debt Service			
Principal Retirement	-	-	72,493
Total Expenditures	49,103,697	49,103,697	48,698,169
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,075,374	1,075,374	11,722,161
Other Financing Sources (Uses)			
Debt Issuance	-	-	714,694
Disposal of Capital Assets	-	-	1,386,855
Transfers In	780,000	780,000	913,675
Transfers Out	(11,446,000)	(11,446,000)	(5,798,418)
	(10,666,000)	(10,666,000)	(2,783,194)
Net Change in Fund Balance	(9,590,626)	(9,590,626)	8,938,967
Fund Balance - Beginning			47,790,522
Fund Balance - Ending			56,729,489

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Lake Cook Road TIF - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Revenues			
Taxes	\$ 40,000	40,000	954,358
Expenditures			
General Government	30,000	30,000	6,000
Net Change in Fund Balance	10,000	10,000	948,358
Fund Balance - Beginning			62,355
Fund Balance - Ending			1,010,713

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

OTHER SUPPLEMENTARY INFORMATION

Other supplementary information includes financial statements and schedules not required by the GASB, nor a part of the basic financial statements, but are presented for purposes of additional analysis.

Such statements and schedules include:

- Budgetary Comparison Schedules – Major Governmental Funds
- Combining Statements – Nonmajor Governmental Funds
- Budgetary Comparison Schedules – Nonmajor Governmental Funds
- Budgetary Comparison Schedules – Major Enterprise Funds
- Combining Statements – Nonmajor Enterprise Funds
- Budgetary Comparison Schedules – Nonmajor Enterprise Funds
- Combining Statements – Internal Service Funds
- Budgetary Comparison Schedules – Internal Service Funds
- Combining Statements – Pension Trust Funds
- Budgetary Comparison Schedules – Pension Trust Funds

INDIVIDUAL FUND DESCRIPTIONS

GENERAL FUND

The General Fund is used to account for all financial resources except those required to be accounted for in another fund.

SPECIAL REVENUE FUNDS

The Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than fiduciary funds or capital projects funds) that are legally restricted to expenditure for specified purposes.

Lake Cook Road TIF Fund

The Lake Cook Road TIF Fund is used to account for incremental revenues generated within the TIF boundaries and costs incurred from the formation and redevelopment of the Village's Lake Cook Road Corridor.

Motor Fuel Tax Fund

The Motor Fuel Tax Fund is used to account for expenditures related to approved motor fuel tax projects and revenue from the state gasoline tax as collected and distributed by the State of Illinois.

Local Motor Fuel Tax Fund

The Local Motor Fuel Tax Fund is used to finance local road and street improvements from local gasoline tax revenues collected and distributed by the State of Illinois.

Metra Parking Lot Fund

The Metra Parking Lot Fund is used to account for revenue generated and costs incurred from the operation of the Metra parking lot operated by the Village.

Dundee Road TIF Fund

The Dundee Road TIF Fund is used to account for incremental revenues generated within the TIF boundaries and costs incurred from the formation and redevelopment of the Village's Dundee Road Corridor.

DEBT SERVICE FUND

The Debt Service Fund is used to account for monies restricted, committed or assigned to pay for principal and interest payments on the Village's debt obligations.

INDIVIDUAL FUND DESCRIPTIONS - Continued

CAPITAL PROJECTS FUNDS

The Capital Projects Funds are used to account for all resources used for the acquisition of capital assets except those financed by Proprietary Funds.

Facilities Development Fund

The Facilities Development Fund is used to account for and reports financial resources that are restricted, committed or assigned to expenditures for acquisition, construction, improvement, repair, and replacement of the Village's capital facilities.

Street Maintenance Fund

The Street Maintenance Fund is used to account for and reports financial resources that are restricted, committed or assigned to expenditures for acquisition, construction, improvement, repair, and replacement of the Village's roadways.

Vehicle Equipment Replacement Fund

The Vehicle Equipment Replacement Fund is used to account for the purchase of vehicles and capital equipment for the General Fund operating departments. Financing is typically provided by the General Fund committed fund balance.

ENTERPRISE FUNDS

Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent is that costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where it has been decided that periodic determination of revenues earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purpose.

Water and Sewerage Fund

The Water and Sewerage Fund is used to account for the revenue and expenses related to the operation of the water and sewerage system.

Arboretum Golf Fund

The Arboretum Fund is used to account for the revenues and expenses related to the operation of the Arboretum golf course.

INDIVIDUAL FUND DESCRIPTIONS - Continued

ENTERPRISE FUNDS - Continued

Buffalo Grove Golf Fund

The Buffalo Grove Golf Fund is used to account for revenue and expenses associated with operating the Village's golf course.

Refuse Service Fund

The Refuse Fund is used to account for refuse services contracted by the Village for the benefit of its citizens by a private entity. The fund is financed by the fees charged to residents by the private entity and remitted back to the Village of Buffalo Grove.

INTERNAL SERVICE FUNDS

Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies other governmental unit, or to other governmental units, on a cost-reimbursement basis.

Information Technology Fund

The Technology Fund is used to account for all costs associated with providing technology services to all departments in the Village. This fund accounts for global technology costs, shared, and/or exclusive department specific hardware, software, and other technology needs. Costs are assessed to each department by combining the cost of all direct and indirect/shared services as incurred. The indirect/shared costs are charged back per the user base of service(s).

Central Garage Fund

The Central Garage Fund is used to account for the activities required to operate and maintain the Village's automotive fleet. Department charges are derived from the work order process; which documents the type of work performed and cost(s) associated with the work.

Building Maintenance Fund

The Building Maintenance Fund is used to account for providing a clean, healthy, and safe working environment in Village facilities, meeting areas and public areas.

INDIVIDUAL FUND DESCRIPTIONS - Continued

TRUST AND CUSTODIAL FUNDS

PENSION TRUST FUNDS

Police Pension Fund

The Police Pension Fund is used to account for the resources necessary to provide retirement and disability pension benefits to full-time sworn police personnel. Although this is a single-employer pension plan, the defined benefits and employer and employee contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. Financing is provided by the Village contributions, employee payroll withholdings, and investment income.

Firefighter's Pension Fund

The Firefighters' Pension Fund is used to account for the accumulation of resources to be used for retirement annuity payments to employees of the fire department at appropriate amounts and times in the future. Resources are contributed by employees at rates fixed by law and by the Village at amounts determined by an annual actuarial study.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Debt Service Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Revenues			
Taxes			
Property Taxes	\$ 335,269	335,269	333,883
Investment Income	-	-	25,360
Total Revenues	335,269	335,269	359,243
Expenditures			
Debt Service			
Principal Retirement	2,591,265	2,591,265	2,591,265
Interest and Fiscal Charges	2,165,412	2,165,412	2,163,093
Total Expenditures	4,756,677	4,756,677	4,754,358
Excess (Deficiency) of Revenues Over (Under) Expenditures	(4,421,408)	(4,421,408)	(4,395,115)
Other Financing Sources (Uses)			
Transfers In	4,416,404	4,416,404	4,416,404
Transfers Out	-	(25,359)	(25,359)
	4,416,404	4,391,045	4,391,045
Net Change in Fund Balance	(5,004)	(30,363)	(4,070)
Fund Balance - Beginning			32,249
Fund Balance - Ending			28,179

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Facilities Development - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Revenues			
Investment Income	\$ -	-	357,960
Miscellaneous	1,772,551	1,772,551	2,597
	<u>1,772,551</u>	<u>1,772,551</u>	<u>360,557</u>
Expenditures			
Capital Outlay	16,055,500	16,055,500	7,072,989
Excess (Deficiency) of Revenues Over (Under) Expenditures	(14,282,949)	(14,282,949)	(6,712,432)
Other Financing Sources			
Transfers In	5,915,500	5,915,500	597,765
Net Change in Fund Balance	<u>(8,367,449)</u>	<u>(8,367,449)</u>	(6,114,667)
Fund Balance - Beginning			<u>7,476,483</u>
Fund Balance - Ending			<u><u>1,361,816</u></u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Street Maintenance - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Revenues			
Intergovernmental	\$ 691,000	691,000	259,079
Expenditures			
Capital Outlay	2,746,000	2,746,000	2,418,600
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,055,000)	(2,055,000)	(2,159,521)
Other Financing Sources (Uses)			
Transfers In	2,055,000	2,055,000	2,281,984
Transfers Out	-	-	(342)
	2,055,000	2,055,000	2,281,642
Net Change in Fund Balance	-	-	122,121
Fund Balance - Beginning			1,954,674
Fund Balance - Ending			2,076,795

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Vehicle Equipment Replacement - Capital Projects Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Revenues			
None	\$ -	-	-
Expenditures			
Capital Outlay	3,678,500	3,678,500	3,372,542
Debt Service			
Principal Retirement	-	-	53,320
	<u>3,678,500</u>	<u>3,678,500</u>	<u>3,425,862</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(3,678,500)</u>	<u>(3,678,500)</u>	<u>(3,425,862)</u>
Other Financing Sources			
Debt Issuance	-	-	550,548
Disposal of Capital Assets	-	-	134,336
Transfers In	<u>3,678,500</u>	<u>3,678,500</u>	<u>2,740,978</u>
	<u>3,678,500</u>	<u>3,678,500</u>	<u>3,425,862</u>
Net Change in Fund Balance	<u>-</u>	<u>-</u>	-
Fund Balance - Beginning			<u>17,745</u>
Fund Balance - Ending			<u><u>17,745</u></u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Nonmajor Governmental Funds

Combining Balance Sheet
December 31, 2023

	Special Revenue				
	Motor Fuel Tax	Local Motor Fuel Tax	Metra Parking Lot	Dundee Road TIF	Totals
ASSETS					
Cash and Investments	\$ 4,308,790	672,223	18,240	-	4,999,253
Receivables - Net of Allowances					
Other	168,655	-	-	-	168,655
Total Assets	4,477,445	672,223	18,240	-	5,167,908
LIABILITIES					
Accounts Payable	-	-	1,933	-	1,933
Due to Other Funds	-	-	-	84,372	84,372
Total Liabilities	-	-	1,933	84,372	86,305
FUND BALANCES					
Restricted	4,477,445	672,223	16,307	-	5,165,975
Unassigned	-	-	-	(84,372)	(84,372)
Total Fund Balances	4,477,445	672,223	16,307	(84,372)	5,081,603
Total Liabilities and Fund Balances	4,477,445	672,223	18,240	-	5,167,908

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Nonmajor Governmental Funds

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
For the Fiscal Year Ended December 31, 2023

	Special Revenue				Totals
	Motor Fuel Tax	Local Motor Fuel Tax	Metra Parking Lot	Dundee Road TIF	
Revenues					
Intergovernmental	\$ 1,865,094	641,456	-	-	2,506,550
Charges for Services	-	-	85	-	85
Fines and Forfeitures	-	-	74,719	-	74,719
Investment Income	348,889	-	-	-	348,889
Total Revenues	2,213,983	641,456	74,804	-	2,930,243
Expenditures					
General Government	-	-	220,349	84,372	304,721
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,213,983	641,456	(145,545)	(84,372)	2,625,522
Other Financing Sources (Uses)					
Transfers In	500,342	-	146,000	-	646,342
Transfers Out	(2,151,625)	(416,492)	-	-	(2,568,117)
	(1,651,283)	(416,492)	146,000	-	(1,921,775)
Net Change in Fund Balances	562,700	224,964	455	(84,372)	703,747
Fund Balances - Beginning	3,914,745	447,259	15,852	-	4,377,856
Fund Balances - Ending	4,477,445	672,223	16,307	(84,372)	5,081,603

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Motor Fuel Tax - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Revenues			
Intergovernmental			
Motor Fuel Tax	\$ 1,600,000	1,600,000	1,865,094
Investment Income	-	-	348,889
Total Revenue	1,600,000	1,600,000	2,213,983
Expenditures			
None	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,600,000	1,600,000	2,213,983
Other Financing Sources (Uses)			
Transfers In	-	-	500,342
Transfers Out	(1,950,000)	(2,151,626)	(2,151,625)
	(1,950,000)	(2,151,626)	(1,651,283)
Net Change in Fund Balance	(350,000)	(551,626)	562,700
Fund Balance - Beginning			3,914,745
Fund Balance - Ending			4,477,445

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Local Motor Fuel Tax - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Revenues			
Intergovernmental			
Local Motor Fuel Tax	\$ 485,000	485,000	641,456
Expenditures			
None	-	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	485,000	485,000	641,456
Other Financing (Uses)			
Transfers Out	(416,492)	(416,492)	(416,492)
Net Change in Fund Balance	68,508	68,508	224,964
Fund Balance - Beginning			447,259
Fund Balance - Ending			672,223

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Metra Parking Lot - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Revenues			
Charges for Services	\$ 3,822	3,822	85
Fines and Forfeitures	29,000	29,000	74,719
Total Revenues	32,822	32,822	74,804
Expenditures			
General Government	204,822	220,822	220,349
Excess (Deficiency) of Revenues Over (Under) Expenditures	(172,000)	(188,000)	(145,545)
Other Financing Sources			
Transfers In	172,000	172,000	146,000
Net Change in Fund Balance	-	(16,000)	455
Fund Balance - Beginning			15,852
Fund Balance - Ending			16,307

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Dundee Road TIF - Special Revenue Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Revenues			
None	\$ -	-	-
Expenditures			
General Government	-	84,372	84,372
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(84,372)	(84,372)
Other Financing (Uses)			
Transfers In	-	84,372	-
Net Change in Fund Balance	-	-	(84,372)
Fund Balance - Beginning			-
Fund Balance - Ending			(84,372)

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Water and Sewerage - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Operating Revenues			
Charges for Services			
Water and Sewer Charges	\$ 15,575,492	15,575,492	15,816,219
Connection and Recapture Fees	106,000	1,815,733	2,006,184
Miscellaneous	20,000	20,000	372,751
Total Operating Revenues	15,701,492	17,411,225	18,195,154
Operating Expenses			
Operations			
Water	3,350,413	3,350,413	2,583,116
Sewer	5,055,801	6,765,534	6,608,729
Water Purchases	1,984,569	1,984,569	2,020,364
Capital Outlay	2,122,000	2,122,000	2,574,166
Total Operating Expenses	12,512,783	14,222,516	13,786,375
Operating Income	3,188,709	3,188,709	4,408,779
Nonoperating Revenue (Expenses)			
Investment Income	32,576	32,576	635,841
Interest Expense	(111,233)	(111,233)	(121,572)
	(78,657)	(78,657)	514,269
Income Before Transfers	3,110,052	3,110,052	4,923,048
Transfers Out	(3,004,912)	(3,004,912)	(3,004,912)
Income Before GAAP Adjustments	105,140	105,140	1,918,136
Beginning Net Position - Budgetary Basis			9,268,420
Ending Net Position - Budgetary Basis			11,186,556

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Water and Sewerage - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual - Continued For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Income Before GAAP Adjustments	\$ 105,140	105,140	1,918,136
GAAP Adjustments			
Capitalized Assets	-	-	2,483,339
Depreciation and Amortization	-	-	(1,772,748)
	-	-	710,591
Change in Net Position	105,140	105,140	2,628,727
Net Position - Beginning			67,876,122
Net Position - Ending			70,504,849

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Arboretum Golf - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Operating Revenues			
Charges for Services			
Daily Greens Fee and Membership	\$ 954,200	954,200	1,125,012
Merchandise Sales	60,560	60,560	72,166
Cart, Club and Other Rentals	322,650	322,650	441,630
Miscellaneous	54,100	54,100	64,131
Total Operating Revenues	<u>1,391,510</u>	<u>1,391,510</u>	<u>1,702,939</u>
Operating Expenses			
Operations			
Golf Operations	1,482,262	1,482,262	1,884,963
Cost of Sales - Pro Shop	45,000	45,000	79,134
Total Operating Expenses	<u>1,527,262</u>	<u>1,527,262</u>	<u>1,964,097</u>
Operating Income (Loss)	<u>(135,752)</u>	<u>(135,752)</u>	<u>(261,158)</u>
Nonoperating Revenue (Expenses)			
Investment Income	-	-	13,495
Interest Expense	-	-	(31,400)
	<u>-</u>	<u>-</u>	<u>(17,905)</u>
Income Before GAAP Adjustments	<u>(135,752)</u>	<u>(135,752)</u>	(279,063)
Beginning Net Position - Budgetary Basis			<u>492,339</u>
Ending Net Position - Budgetary Basis			<u>213,276</u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Arboretum Golf - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual - Continued
 For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Income Before GAAP Adjustments	\$ (135,752)	(135,752)	(279,063)
GAAP Adjustments			
Capitalized Assets	-	-	533,528
Depreciation and Amortization	-	-	(187,684)
	-	-	345,844
Change in Net Position	(135,752)	(135,752)	66,781
Net Position - Beginning			6,477,515
Net Position - Ending			6,544,296

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Nonmajor Enterprise Funds

**Combining Statement of Net Position
December 31, 2023**

See Following Page

VILLAGE OF BUFFALO GROVE, ILLINOIS

Nonmajor Enterprise Funds

Combining Statement of Net Position
December 31, 2023

	Buffalo Grove Golf	Refuse Service	Totals
ASSETS			
Current Assets			
Cash and Investments	\$ 1,085,050	129,436	1,214,486
Receivables			
Other	9,167	-	9,167
Leases	895,859	-	895,859
Inventories	24,079	-	24,079
Total Current Assets	2,014,155	129,436	2,143,591
Noncurrent Assets			
Capital Assets			
Nondepreciable	1,023,496	-	1,023,496
Depreciable	3,576,922	-	3,576,922
Accumulated Depreciation	(2,786,711)	-	(2,786,711)
Total Noncurrent Assets	1,813,707	-	1,813,707
Total Assets	3,827,862	129,436	3,957,298
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Items - IMRF	177,442	-	177,442
Deferred Items - RBP	30,723	-	30,723
Total Deferred Outflows of Resources	208,165	-	208,165
Total Assets and Deferred Outflows of Resources	4,036,027	129,436	4,165,463

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

	Buffalo Grove Golf	Refuse Service	Totals
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 420	-	420
Accrued Payroll	10,492	-	10,492
Accrued Interest Payable	1,685	-	1,685
Compensated Absences Payable	12,756	-	12,756
Leases Payable	53,191	-	53,191
Total Current Liabilities	78,544	-	78,544
Noncurrent Liabilities			
Compensated Absences Payable	51,023	-	51,023
Net Pension Liability - IMRF	225,182	-	225,182
Total OPEB Liability - RBP	104,176	-	104,176
Leases Payable	234,165	-	234,165
Total Noncurrent Liabilities	614,546	-	614,546
Total Liabilities	693,090	-	693,090
DEFERRED INFLOWS OF RESOURCES			
Deferred Items - IMRF	4,193	-	4,193
Deferred Items - RBP	26,163	-	26,163
Deferred Items - Leases	829,754	-	829,754
Total Deferred Inflows of Resources	860,110	-	860,110
Total Liabilities and Deferred Inflow of Resources	1,553,200	-	1,553,200
NET POSITION			
Net Investment in Capital Assets	1,526,351	-	1,526,351
Unrestricted	956,476	129,436	1,085,912
Total Net Position	2,482,827	129,436	2,612,263

VILLAGE OF BUFFALO GROVE, ILLINOIS

Nonmajor Enterprise Funds

Combining Statement of Revenues, Expenses and Changes in Net Position
For the Fiscal Year Ended December 31, 2023

	Buffalo Grove Golf	Refuse Service	Totals
Operating Revenues			
Charges for Services	\$ 1,659,018	1,181,549	2,840,567
Operating Expenses			
Operations			
Golf Operations	1,157,907	-	1,157,907
Cost of Sales - Pro Shop	54,197	-	54,197
Capital Outlay	34,364	-	34,364
Refuse	-	930,853	930,853
Depreciation and Amortization	110,451	-	110,451
Total Operating Expenses	1,356,919	930,853	2,287,772
Operating Income	302,099	250,696	552,795
Nonoperating Revenue (Expenses)			
Investment Income	16,998	-	16,998
Interest Expense	(11,627)	-	(11,627)
	5,371	-	5,371
Income Before Transfers	307,470	250,696	558,166
Transfers Out	-	(200,000)	(200,000)
Change in Net Position	307,470	50,696	358,166
Net Position - Beginning	2,175,357	78,740	2,254,097
Net Position - Ending	2,482,827	129,436	2,612,263

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Nonmajor Enterprise Funds

Combining Statement of Cash Flows
For the Fiscal Year Ended December 31, 2023

	Buffalo Grove Golf	Refuse Service	Totals
Cash Flows from Operating Activities			
Receipts from Customers and Users	\$ 1,728,625	1,181,549	2,910,174
Payments to Employees	(359,781)	-	(359,781)
Payments to Suppliers	(1,042,812)	(950,383)	(1,993,195)
	<u>326,032</u>	<u>231,166</u>	<u>557,198</u>
Cash Flows from Capital and Related Financing Activities			
Purchase of Capital Assets	(385,434)	-	(385,434)
Issuance of Debt	340,714	-	340,714
Principal Retirement	(53,358)	-	(53,358)
Interest Expense	(11,627)	-	(11,627)
	<u>(109,705)</u>	<u>-</u>	<u>(109,705)</u>
Cash Flows from Noncapital Financing Activities			
Transfers Out	<u>-</u>	<u>(200,000)</u>	<u>(200,000)</u>
Cash Flows from Investing Activities			
Investment Income	<u>16,998</u>	<u>-</u>	<u>16,998</u>
Net Change in Cash and Cash Equivalents	233,325	31,166	264,491
Cash and Cash Equivalents - Beginning	<u>851,725</u>	<u>98,270</u>	<u>949,995</u>
Cash and Cash Equivalents - Ending	<u><u>1,085,050</u></u>	<u><u>129,436</u></u>	<u><u>1,214,486</u></u>
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities			
Operating Income	302,099	250,696	552,795
Adjustments to Reconcile Operating Income to Net Income to Net Cash Provided by (Used in) Operating Activities			
Depreciation and Amortization Expense	110,451	-	110,451
Other Income (Expense)	37,842	-	37,842
(Increase) Decrease in Current Assets	69,607	-	69,607
Increase (Decrease) in Current Liabilities	(193,967)	(19,530)	(213,497)
Net Cash Provided by Operating Activities	<u><u>326,032</u></u>	<u><u>231,166</u></u>	<u><u>557,198</u></u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Buffalo Grove Golf - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Operating Revenues			
Charges for Services			
Daily Greens Fee and Membership	\$ 875,000	875,000	1,002,124
Merchandise Sales	73,700	73,700	81,779
Cart, Club and Other Rentals	328,700	328,700	372,335
Driving Range Fees	130,000	130,000	171,735
Miscellaneous	30,000	30,000	31,045
Total Operating Revenues	<u>1,437,400</u>	<u>1,437,400</u>	<u>1,659,018</u>
Operating Expenses			
Operations			
Golf Operations	1,120,500	1,120,500	1,157,907
Cost of Sales - Pro Shop	48,000	48,000	54,197
Capital Outlay	294,000	294,000	419,798
Total Operating Expenses	<u>1,462,500</u>	<u>1,462,500</u>	<u>1,631,902</u>
Operating Income (Loss)	<u>(25,100)</u>	<u>(25,100)</u>	<u>27,116</u>
Nonoperating Revenue (Expenses)			
Investment Income	-	-	16,998
Interest Expense	-	-	(11,627)
	<u>-</u>	<u>-</u>	<u>5,371</u>
Income Before GAAP Adjustments	<u>(25,100)</u>	<u>(25,100)</u>	<u>32,487</u>
Beginning Net Position - Budgetary Basis			<u>1,722,674</u>
Ending Net Position - Budgetary Basis			<u><u>1,755,161</u></u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Buffalo Grove Golf - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual - Continued
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Income Before GAAP Adjustments	\$ (25,100)	(25,100)	32,487
GAAP Adjustments			
Capitalized Assets	-	-	385,434
Depreciation and Amortization	-	-	(110,451)
	-	-	274,983
Change in Net Position	<u>(25,100)</u>	<u>(25,100)</u>	307,470
Net Position - Beginning			<u>2,175,357</u>
Net Position - Ending			<u>2,482,827</u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Refuse Service - Enterprise Fund

Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Operating Revenues			
Charges for Services			
SWANCC User Fees	\$ 1,189,000	1,189,000	1,181,549
Operating Expenses			
Operations			
Refuse	1,020,512	1,020,512	930,853
Income Before Transfers	168,488	168,488	250,696
Transfers Out	(200,000)	(200,000)	(200,000)
Change in Net Position	<u>(31,512)</u>	<u>(31,512)</u>	50,696
Net Position - Beginning			<u>78,740</u>
Net Position - Ending			<u><u>129,436</u></u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Internal Service Funds

Combining Statement of Net Position
December 31, 2023

	Information Technology	Central Garage	Building Maintenance	Totals
ASSETS				
Current Assets				
Cash and Investments	\$ 169,896	100,032	201,777	471,705
Noncurrent Assets				
Capital Assets				
Depreciable/Amotizable	1,013,928	-	-	1,013,928
Accumulated Depreciation/ Amortization	(67,595)	-	-	(67,595)
Total Noncurrent Assets	946,333	-	-	946,333
Total Assets	1,116,229	100,032	201,777	1,418,038
LIABILITIES				
Current Liabilities				
Accounts Payable	124,687	70,333	123,215	318,235
Accrued Payroll	-	24,606	23,738	48,344
Accrued Interest Payable	6,561	-	-	6,561
Subscription Payable	33,744	-	-	33,744
Total Liabilities	164,992	94,939	146,953	406,884
Noncurrent Liabilities				
Subscription Payable	950,447	-	-	950,447
Total Liabilities	1,115,439	94,939	146,953	1,357,331
NET POSITION				
Net Investment in Capital Assets	(37,858)	-	-	(37,858)
Unrestricted	38,648	5,093	54,824	98,565
	790	5,093	54,824	60,707

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Internal Service Funds

Combining Statement of Revenues, Expenses and Changes in Net Position
For the Fiscal Year Ended December 31, 2023

	Information Technology	Central Garage	Building Maintenance	Totals
Operating Revenues				
Interfund Services	\$ 1,689,406	1,851,682	2,053,242	5,594,330
Operating Expenses				
Operations				
Information Technology	1,574,693	-	-	1,574,693
Central Garage	-	1,851,682	-	1,851,682
Building Maintenance	-	-	2,053,242	2,053,242
Depreciation and Amortization	67,595	-	-	67,595
Total Operating Expenses	1,642,288	1,851,682	2,053,242	5,547,212
Operating Income	47,118	-	-	47,118
Nonoperating (Expenses)				
Interest Expense	(47,118)	-	-	(47,118)
Change in Net Position	-	-	-	-
Net Position - Beginning	790	5,093	54,824	60,707
Net Position - Ending	790	5,093	54,824	60,707

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Internal Service Funds

Combining Statement of Cash Flows
For the Fiscal Year Ended December 31, 2023

	Information Technology	Central Garage	Building Maintenance	Totals
Cash Flows from Operating Activities				
Interfund Services Provided	\$ 1,689,406	1,851,682	2,053,242	5,594,330
Payments to Suppliers	(1,549,933)	(1,314,577)	(1,694,094)	(4,558,604)
Payments to Employees	-	(551,350)	(452,263)	(1,003,613)
	139,473	(14,245)	(93,115)	32,113
Cash Flows from Capital and Related Financing Activities				
Purchase of Capital Assets	(1,013,928)	-	-	(1,013,928)
Issuance of Debt	1,013,928	-	-	1,013,928
Principal Retirement	(29,737)	-	-	(29,737)
Interest Expense	(47,118)	-	-	(47,118)
	(76,855)	-	-	(76,855)
Net Change in Cash and Cash Equivalents	62,618	(14,245)	(93,115)	(44,742)
Cash and Cash Equivalents - Beginning	107,278	114,277	294,892	516,447
Cash and Cash Equivalents - Ending	169,896	100,032	201,777	471,705
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities				
Operating Income	47,118	-	-	47,118
Adjustments to Reconcile Operating Income to Net Cash Provided by (Used in) Operating Activities				
Depreciation and Amortization Expense	67,595	-	-	67,595
Increase (Decrease) in Current Liabilities	24,760	(14,245)	(93,115)	(82,600)
Net Cash Provided by Operating Activities	139,473	(14,245)	(93,115)	32,113

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Information Technology - Internal Service Fund

Schedule of Revenues, Expenses and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Operating Revenues			
Interfund Services	\$ 2,030,263	2,030,263	1,689,406
Operating Expenses			
Operations			
Information Technology	2,030,263	2,030,263	1,574,693
Capital Outlay	-	-	1,013,928
	<u>2,030,263</u>	<u>2,030,263</u>	<u>2,588,621</u>
Operating Income	-	-	(899,215)
Nonoperating (Expenses)			
Interest Expense	-	-	(47,118)
Income (Loss) Before GAAP Adjustments	<u>-</u>	<u>-</u>	(946,333)
Beginning Net Position - Budgetary Basis			<u>790</u>
Ending Net Position - Budgetary Basis			<u>(945,543)</u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Information Technology - Internal Service Fund

Schedule of Revenues, Expenses and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Income (Loss) Before GAAP Adjustments	\$ -	-	(946,333)
GAAP Adjustments			
Capitalized Assets	-	-	1,013,928
Depreciation and Amortization	-	-	(67,595)
	-	-	946,333
Change in Net Position	-	-	-
Net Position - Beginning			790
Net Position - Ending			790

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Central Garage - Internal Service Fund

Schedule of Revenues, Expenses and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Operating Revenues			
Interfund Services	\$ 1,861,518	1,861,518	1,851,682
Operating Expenses			
Operations			
Central Garage	1,861,518	1,861,518	1,851,682
Change in Net Position	-	-	-
Net Position - Beginning			5,093
Net Position - Ending			5,093

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Building Maintenance - Internal Service Fund

Schedule of Revenues, Expenses and Changes in Fund Balance - Budget and Actual
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Operating Revenues			
Interfund Services	\$ 1,830,350	1,830,350	2,053,242
Operating Expenses			
Operations			
Building Maintenance	1,830,350	2,111,833	2,053,242
Change in Net Position	-	(281,483)	-
Net Position - Beginning			54,824
Net Position - Ending			54,824

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Pension Trust Funds

Combining Statement of Fiduciary Net Position
December 31, 2023

	Police Pension	Firefighters' Pension	Totals
ASSETS			
Cash and Cash Equivalents	\$ 666,036	486,836	1,152,872
Investments			
Illinois Police Officers' Pension Investment Fund	93,568,520	-	93,568,520
Illinois Firefighters' Pension Investment Fund	-	80,417,929	80,417,929
Equity Securities	415,895	-	415,895
Due from Municipality	12,394	6,615	19,009
Prepays	795	-	795
Total Assets	94,663,640	80,911,380	175,575,020
LIABILITIES			
Accounts Payable	3,043	1,679	4,722
NET POSITION			
Net Position Restricted for Pensions	94,660,597	80,909,701	175,570,298

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Pension Trust Funds

Combining Statement of Changes in Fiduciary Net Position For the Fiscal Year Ended December 31, 2023

	Police Pension	Firefighters' Pension	Totals
Additions			
Contributions - Employer	\$ 3,795,905	2,027,065	5,822,970
Contributions - Plan Members	684,746	598,067	1,282,813
Contributions - Other	418,623	-	418,623
Total Contributions	4,899,274	2,625,132	7,524,406
Investment Income			
Interest Earned	622,175	1,342,038	1,964,213
Net Change in Fair Value	10,980,009	9,596,921	20,576,930
	11,602,184	10,938,959	22,541,143
Less Investment Expenses	(121,443)	(87,701)	(209,144)
Net Investment Income	11,480,741	10,851,258	22,331,999
Total Additions	16,380,015	13,476,390	29,856,405
Deductions			
Administration	63,118	50,021	113,139
Benefits and Refunds	5,971,910	4,740,134	10,712,044
Total Deductions	6,035,028	4,790,155	10,825,183
Change in Fiduciary Net Position	10,344,987	8,686,235	19,031,222
Net Position Restricted for Pensions			
Beginning	84,315,610	72,223,466	156,539,076
Ending	94,660,597	80,909,701	175,570,298

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Police Pension - Pension Trust Fund

Schedule of Changes in Fiduciary Net Position - Budget and Actual
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Additions			
Contributions - Employer	\$ 3,794,077	3,794,077	3,795,905
Contributions - Plan Members	729,670	729,670	684,746
Contributions - Other	30,000	30,000	418,623
Total Contributions	4,553,747	4,553,747	4,899,274
Investment Income			
Interest Earned	267,540	267,540	622,175
Net Change in Fair Value	2,463,010	2,463,010	10,980,009
	2,730,550	2,730,550	11,602,184
Less Investment Expenses	(250,000)	(250,000)	(121,443)
Net Investment Income	2,480,550	2,480,550	11,480,741
Total Additions	7,034,297	7,034,297	16,380,015
Deductions			
Administration	65,000	65,000	63,118
Benefits and Refunds	5,335,156	5,335,156	5,971,910
Total Deductions	5,400,156	5,400,156	6,035,028
Change in Fiduciary Net Position	1,634,141	1,634,141	10,344,987
Net Position Restricted for Pensions			
Beginning			84,315,610
Ending			94,660,597

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Firefighters' Pension - Pension Trust Fund

Schedule of Changes in Fiduciary Net Position - Budget and Actual
For the Fiscal Year Ended December 31, 2023

	Original Budget	Final Budget	Actual
Additions			
Contributions - Employer	\$ 2,024,085	2,024,085	2,027,065
Contributions - Plan Members	690,849	690,849	598,067
Total Contributions	2,714,934	2,714,934	2,625,132
Investment Income			
Interest Earned	250,000	250,000	1,342,038
Net Change in Fair Value	2,600,000	2,600,000	9,596,921
	2,850,000	2,850,000	10,938,959
Less Investment Expenses	(165,000)	(165,000)	(87,701)
Net Investment Income	2,685,000	2,685,000	10,851,258
Total Additions	5,399,934	5,399,934	13,476,390
Deductions			
Administration	80,000	80,000	50,021
Benefits and Refunds	4,320,571	4,320,571	4,740,134
Total Deductions	4,400,571	4,400,571	4,790,155
Change in Fiduciary Net Position	999,363	999,363	8,686,235
Net Position Restricted for Pensions			
Beginning			72,223,466
Ending			80,909,701

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

SUPPLEMENTAL SCHEDULES

VILLAGE OF BUFFALO GROVE, ILLINOIS

Long-Term Debt Requirements

General Obligation Bonds of 2012 December 31, 2023

Date of Issue	August 27, 2012
Date of Maturity	June 30, 2030
Authorized Issue	\$6,000,000
Denomination of Bonds	\$5,000
Interest Rates	2.00% - 2.75%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	\$ 450,000	105,925	555,925
2025	470,000	96,925	566,925
2026	650,000	86,938	736,938
2027	650,000	72,313	722,313
2028	700,000	56,875	756,875
2029	750,000	39,375	789,375
2030	750,000	20,625	770,625
	<u>4,420,000</u>	<u>478,976</u>	<u>4,898,976</u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Long-Term Debt Requirements

General Obligation Bonds of 2016 December 31, 2023

Date of Issue	May 3, 2016
Date of Maturity	December 30, 2031
Authorized Issue	\$6,125,000
Denomination of Bonds	\$5,000
Interest Rates	2.00% - 3.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	\$ 315,000	64,931	379,931
2025	325,000	58,631	383,631
2026	330,000	52,131	382,131
2027	335,000	45,531	380,531
2028	345,000	38,413	383,413
2029	350,000	30,650	380,650
2030	360,000	21,900	381,900
2031	370,000	11,100	381,100
	<u>2,730,000</u>	<u>323,287</u>	<u>3,053,287</u>

VILLAGE OF BUFFALO GROVE, ILLINOIS

Long-Term Debt Requirements

General Obligation Refunding Bonds of 2019 December 31, 2023

Date of Issue	December 17, 2019
Date of Maturity	December 30, 2025
Authorized Issue	\$1,449,275
Denomination of Bonds	\$5,000
Interest Rates	1.40% - 1.80%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	\$ 246,365	8,710	255,075
2025	251,180	4,520	255,700
	<u>497,545</u>	<u>13,230</u>	<u>510,775</u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Long-Term Debt Requirements

General Obligation Bonds of 2020 December 31, 2023

Date of Issue	May 20, 2020
Date of Maturity	December 30, 2035
Authorized Issue	\$24,000,000
Denomination of Bonds	\$5,000
Interest Rates	3.00% - 5.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	\$ 1,600,000	723,900	2,323,900
2025	1,600,000	643,900	2,243,900
2026	1,330,000	563,900	1,893,900
2027	1,400,000	497,400	1,897,400
2028	1,465,000	427,400	1,892,400
2029	1,540,000	354,150	1,894,150
2030	1,585,000	307,950	1,892,950
2031	1,635,000	260,400	1,895,400
2032	1,685,000	211,350	1,896,350
2033	1,735,000	160,800	1,895,800
2034	1,785,000	108,750	1,893,750
2035	1,840,000	55,200	1,895,200
	<u>19,200,000</u>	<u>4,315,100</u>	<u>23,515,100</u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Long-Term Debt Requirements

General Obligation Bonds of 2022 December 31, 2023

Date of Issue	September 13, 2022
Date of Maturity	December 30, 2042
Authorized Issue	\$19,000,000
Denomination of Bonds	\$5,000
Interest Rates	4.00% - 5.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	\$ -	892,650	892,650
2025	-	892,650	892,650
2026	100,000	892,650	992,650
2027	100,000	887,650	987,650
2028	-	882,650	882,650
2029	-	882,650	882,650
2030	100,000	882,650	982,650
2031	860,000	877,650	1,737,650
2032	1,290,000	834,650	2,124,650
2033	1,350,000	770,150	2,120,150
2034	1,420,000	702,650	2,122,650
2035	1,510,000	631,650	2,141,650
2036	2,340,000	556,150	2,896,150
2037	2,460,000	439,150	2,899,150
2038	2,580,000	316,150	2,896,150
2039	1,035,000	187,150	1,222,150
2040	1,085,000	135,400	1,220,400
2041	1,130,000	92,000	1,222,000
2042	1,170,000	46,800	1,216,800
	<u>18,530,000</u>	<u>11,803,100</u>	<u>30,333,100</u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Long-Term Debt Requirements

IEPA Loan Payable of 2013 - Pump Stations Improvements December 31, 2023

Date of Issue	November 20, 2013
Date of Maturity	December 1, 2033
Authorized Issue	\$407,307
Interest Rate	2.295%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Illinois Environmental Protection Agency

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	\$ 20,916	5,212	26,128
2025	21,399	4,729	26,128
2026	21,893	4,235	26,128
2027	22,398	3,730	26,128
2028	22,915	3,213	26,128
2029	23,444	2,684	26,128
2030	23,985	2,143	26,128
2031	24,539	1,589	26,128
2032	25,105	1,023	26,128
2033	25,687	441	26,128
	<u>232,281</u>	<u>28,999</u>	<u>261,280</u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS**Long-Term Debt Requirements****Installment Note Payable of 2015
December 31, 2023**

Date of Issue	March 27, 2015
Date of Maturity	June 1, 2029
Original Contract	\$6,970,999
Interest Rate	2.35%
Interest Dates	Quarterly
Principal Maturity Date	Quarterly
Payable at	U.S. Bank National Association

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	\$ 610,091	92,095	702,186
2025	676,096	77,149	753,245
2026	746,659	60,610	807,269
2027	822,046	42,367	864,413
2028	902,537	22,304	924,841
2029	381,458	3,371	384,829
	<u>4,138,887</u>	<u>297,896</u>	<u>4,436,783</u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Long-Term Debt Requirements

Installment Note Payable of 2023 December 31, 2023

Date of Issue	May 1, 2023
Date of Maturity	April 30, 2032
Original Contract	\$571,266
Interest Rate	4.00%
Interest Dates	Annually
Principal Maturity Date	Annually
Payable at	Axon Enterprise, Inc.

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Principal	Interest	Totals
2024	\$ 53,230	2,218	55,448
2025	55,359	2,307	57,666
2026	57,573	2,399	59,972
2027	59,876	2,495	62,371
2028	50,069	2,086	52,155
2029	52,072	2,169	54,241
2030	54,155	2,256	56,411
2031	56,321	2,347	58,668
2032	58,573	2,441	61,014
	<u>497,228</u>	<u>20,718</u>	<u>517,946</u>

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Consolidated Year-End Financial Report December 31, 2023

CSFA #	Program Name	State	Federal	Other	Totals
494-10-0343	State and Community Highway Safety/ National Priority Safety Program	\$ -	22,203	-	22,203
494-42-0495	Local Surface Transportation Program	-	106,686	-	106,686
	Other Grant Programs and Activities	404,862	137,385	495,394	1,037,641
	All Other Costs Not Allocated	-	-	69,992,087	69,992,087
	Totals	404,862	266,274	70,487,481	71,158,617

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

STATISTICAL SECTION (Unaudited)

This part of the annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the Village's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the Village's most significant local revenue sources.

Debt Capacity

These schedules present information to help the reader assess the affordability of the Village's current levels of outstanding debt and the Village's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village's financial activities take place.

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the Village's financial report relates to the services the Village provides and the activities it performs.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Net Position by Component - Last Ten Fiscal Years*
December 31, 2023

See Following Page

VILLAGE OF BUFFALO GROVE, ILLINOIS

Net Position by Component - Last Ten Fiscal Years* December 31, 2023 (Unaudited)

	2014	2015**	2016	2017
Governmental Activities				
Net Investment in Capital Assets	\$ 50,712,982	50,609,420	51,756,933	53,318,041
Restricted	2,664,110	1,974,115	1,632,934	1,629,079
Unrestricted (Deficit)	11,048,700	(34,637,401)	(36,592,629)	(36,022,097)
Total Governmental Activities Net Position	64,425,792	17,946,134	16,797,238	18,925,023
Business-Type Activities				
Net Investment in Capital Assets	35,871,503	38,372,943	35,494,070	36,802,425
Restricted	-	-	-	-
Unrestricted	11,067,173	7,770,059	11,034,826	10,837,462
Total Business-Type Activities Net Position	46,938,676	46,143,002	46,528,896	47,639,887
Primary Government				
Net Investment in Capital Assets	86,584,485	88,982,363	87,251,003	90,120,466
Restricted	2,664,110	1,974,115	1,632,934	1,629,079
Unrestricted (Deficit)	22,115,873	(26,867,342)	(25,557,803)	(25,184,635)
Total Primary Government Net Position	111,364,468	64,089,136	63,326,134	66,564,910

* Accrual Basis of Accounting

** Beginning in 2015, the Village implemented GASB 68 which resulted in the inclusion of net pension liabilities.

Data Source: Audited Financial Statements

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

2018	2019	2020	2021	2022	2023
49,126,833	50,663,992	50,847,075	51,402,847	49,965,851	54,846,913
1,909,851	1,839,449	4,004,829	4,920,687	10,537,281	7,450,035
(41,165,382)	(40,174,356)	(35,571,215)	(19,615,536)	(30,036,888)	(17,354,191)
9,871,302	12,329,085	19,280,689	36,707,998	30,466,244	44,942,757
36,831,535	37,080,189	38,677,933	44,312,875	53,308,186	54,553,279
-	-	-	-	890,233	-
11,296,427	11,417,357	16,662,780	20,140,083	22,409,315	25,108,129
48,127,962	48,497,546	55,340,713	64,452,958	76,607,734	79,661,408
85,958,368	87,744,181	89,525,008	95,715,722	103,274,037	109,400,192
1,909,851	1,839,449	4,004,829	4,920,687	11,427,514	7,450,035
(29,868,955)	(28,756,999)	(18,908,435)	524,547	(7,627,573)	7,753,938
57,999,264	60,826,631	74,621,402	101,160,956	107,073,978	124,604,165

VILLAGE OF BUFFALO GROVE, ILLINOIS

Changes in Net Position - Last Ten Fiscal Years*
December 31, 2023 (Unaudited)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Expenses										
Governmental Activities										
General Government	\$ 5,843,623	5,885,811	6,441,707	6,642,798	7,576,163	7,040,728	7,164,852	7,742,034	27,146,989	12,936,534
Public Safety	22,920,180	27,256,737	30,528,127	27,384,964	30,266,207	30,187,967	26,110,362	23,840,822	30,816,345	30,167,512
Public Works	13,553,093	11,551,606	8,078,874	9,764,874	9,173,584	10,161,059	7,760,350	8,011,808	8,038,122	7,359,700
Interest on Long-Term Debt	302,781	285,863	356,799	384,073	363,925	252,590	1,206,369	1,013,033	1,187,011	3,548,463
Total Governmental	42,619,677	44,980,017	45,405,507	44,176,709	47,379,879	47,642,344	42,241,933	40,607,697	67,188,467	54,012,209
Activities Expenses										
Business-Type Activities										
Water & Sewer	8,435,463	8,561,248	9,001,632	9,454,554	10,078,594	9,671,845	10,375,028	10,645,623	10,550,484	13,197,356
Refuse Service	803,039	702,106	703,565	705,393	868,794	816,849	803,999	908,620	897,956	930,853
Golf Courses	2,739,077	3,288,882	2,886,404	2,888,873	2,748,035	2,828,168	2,664,715	2,766,546	2,378,190	3,018,199
Total Business-Type	11,977,579	12,552,236	12,591,601	13,048,820	13,695,423	13,316,862	13,843,742	14,320,789	13,826,630	17,146,408
Activities Expenses										
Total Primary	54,597,256	57,532,253	57,997,108	57,225,529	61,075,302	60,959,206	56,085,675	54,928,486	81,015,097	71,158,617
Government Expenses										
Program Revenues										
Governmental Activities										
Charges for Services										
General Government	1,901,996	1,624,134	1,855,506	2,148,760	1,748,555	2,001,018	1,658,024	3,612,362	3,569,113	3,393,303
Public Safety	1,623,171	1,745,580	1,718,647	1,687,759	1,686,390	1,796,065	1,675,331	1,951,101	2,506,306	2,473,489
Public Works	88,665	61,194	1,151,594	1,209,784	1,134,383	1,141,998	1,409,408	254,557	(16,340)	22,203
Operating Grants/Contributions	1,285,396	1,229,028	1,281,732	1,271,602	1,309,324	1,664,537	3,781,784	3,157,451	5,181,407	3,229,239
Capital Grants/Contributions	-	-	-	1,478,015	-	254,814	2,002,648	1,642,292	1,610,891	259,079
Total Governmental Activities	4,899,228	4,659,936	6,007,479	7,795,920	5,878,652	6,858,432	10,527,195	10,617,763	12,851,377	9,377,313
Business-Type Activities										
Charges for Services										
Water & Sewer	9,076,261	9,495,691	10,304,638	11,060,938	10,832,782	10,663,766	14,589,445	15,909,163	15,710,593	17,822,403
Refuse Service	1,044,442	1,039,876	1,135,748	970,268	1,053,759	1,058,282	1,148,303	1,122,716	1,072,015	1,181,549
Golf Courses	2,257,494	2,335,928	2,240,868	2,201,460	2,042,747	2,039,584	2,469,642	2,843,203	2,718,412	3,361,957
Operating Grants/Contributions	-	-	-	-	-	-	-	-	-	-
Capital Grants/Contributions	-	-	94,326	-	250,622	350,000	341,254	-	300,000	-
Total Business-Type Activities	12,378,197	12,871,495	13,775,580	14,232,666	14,179,910	14,111,632	18,548,644	19,875,082	19,801,020	22,365,909
Total Primary Government	17,277,425	17,531,431	19,783,059	22,028,586	20,058,562	20,970,064	29,075,839	30,492,845	32,652,397	31,743,222

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Net (Expense) Revenue										
Governmental Activities	\$ (37,720,449)	(40,320,081)	(39,398,028)	(36,380,789)	(41,501,227)	(40,783,912)	(31,714,738)	(29,989,934)	(54,337,090)	(44,634,896)
Business-Type Activities	400,618	319,259	1,183,979	1,183,846	484,487	794,770	4,704,902	5,554,293	5,974,390	5,219,501
Total Primary Government	(37,319,831)	(40,000,822)	(38,214,049)	(35,196,943)	(41,016,740)	(39,989,142)	(27,009,836)	(24,435,641)	(48,362,700)	(39,415,395)
General Revenues and Other Changes in Net Position										
Governmental Activities										
Taxes										
Property	14,554,564	14,742,622	15,034,583	15,510,127	15,980,771	16,321,876	17,035,362	16,970,657	17,037,557	18,050,357
Sales and Home Rule	8,455,972	9,274,777	9,095,471	9,229,254	10,159,866	9,945,744	9,829,765	16,013,177	18,309,654	18,599,362
Income and Use	4,104,736	5,409,875	4,994,426	4,843,251	5,221,827	5,852,397	6,422,488	7,259,195	8,846,932	8,629,906
Telecommunications	1,679,653	1,644,309	1,513,254	1,586,128	1,761,326	1,304,425	906,071	716,737	666,083	716,612
Utility	2,819,427	2,643,642	2,659,554	2,532,662	2,805,912	2,763,471	2,643,697	2,662,956	2,688,047	2,632,410
Property Transfer	790,819	904,311	1,115,360	1,256,919	969,039	1,024,769	989,118	1,601,370	2,001,475	1,091,309
Other	1,113,831	1,092,554	1,110,503	1,019,807	1,087,497	1,340,564	987,097	1,268,677	1,753,939	1,904,316
Investment Income	107,765	25,061	65,600	153,816	292,340	807,330	305,366	(33,773)	334,289	3,592,939
Miscellaneous	1,636,721	1,458,118	1,596,806	1,409,537	1,884,579	2,694,331	1,176,737	2,210,580	1,771,784	689,286
Transfers	1,070,724	749,027	1,062,190	958,315	53,715	1,186,788	(1,629,358)	(1,955,738)	(5,314,424)	3,204,912
Gain on sales of assets	488	1,601	1,385	8,758	-	-	-	-	-	-
Total Governmental Activities	36,334,700	37,945,897	38,249,132	38,508,574	40,216,872	43,241,695	38,666,343	46,713,838	48,095,336	59,111,409
Business-Type Activities										
General Revenues										
Investment Income	18,820	10,112	14,159	492,132	359,371	487,333	472,703	394,698	457,233	666,334
Miscellaneous	520,521	5,737	249,946	393,328	242,058	274,269	36,204	417,516	408,729	372,751
Transfers	(1,070,724)	(749,027)	(1,062,190)	(958,315)	(53,715)	(1,186,788)	1,629,358	1,955,738	5,314,424	(3,204,912)
Total Business-Type Activities	(531,383)	(733,178)	(798,085)	(72,855)	547,714	(425,186)	2,138,265	2,767,952	6,180,386	(2,165,827)
Total Primary Government	35,803,317	37,212,719	37,451,047	38,435,719	40,764,586	42,816,509	40,804,608	49,481,790	54,275,722	56,945,582
Changes in Net Position										
Governmental Activities	(1,385,749)	(2,374,184)	(1,148,896)	2,127,785	(1,284,355)	2,457,793	6,951,605	16,723,904	(6,241,754)	14,476,513
Business-Type Activities	(130,765)	(413,919)	385,894	1,110,991	1,032,201	369,584	6,843,167	8,322,245	12,154,776	3,053,674
Total Primary Government	(1,516,514)	(2,788,103)	(763,002)	3,238,776	(252,154)	2,827,367	13,794,772	25,046,149	5,913,022	17,530,187

* Accrual Basis of Accounting

Data Source: Audited Financial Statements

VILLAGE OF BUFFALO GROVE, ILLINOIS

Fund Balances of Governmental Funds - Last Ten Fiscal Years* **December 31, 2023 (Unaudited)**

	2014	2015	2016	2017
General Fund				
Nonspendable	\$ 573,812	551,242	167,957	132,843
Restricted	130,435	223,622	229,953	252,729
Committed	7,438,256	7,532,123	8,511,306	7,758,348
Unassigned	13,225,644	14,991,907	16,143,726	18,902,476
Total General Fund	21,368,147	23,298,894	25,052,942	27,046,396
All Other Governmental Funds				
Restricted	1,965,328	1,974,115	1,632,934	1,629,079
Committed	-	-	-	-
Unassigned	(2,324,296)	(3,707,560)	(3,859,964)	(3,714,759)
Total All Other Governmental Funds	(358,968)	(1,733,445)	(2,227,030)	(2,085,680)
Total Governmental Funds	21,009,179	21,565,449	22,825,912	24,960,716

* Modified Accrual Basis of Accounting

Data Source: Audited Financial Statements

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

2018	2019	2020	2021	2022	2023
132,134	159,494	571,654	583,442	138,071	142,941
607,411	484,881	760,160	865,185	1,094,350	1,273,347
6,827,236	8,313,902	9,052,502	14,326,113	28,857,031	36,791,201
17,039,974	18,939,974	20,134,162	22,485,209	17,701,070	18,522,000
24,606,755	27,898,251	30,518,478	38,259,949	47,790,522	56,729,489
1,302,440	1,354,568	19,842,763	12,040,606	11,943,487	7,200,791
-	261,007	300,803	857,573	1,977,875	2,460,432
(268,260)	-	-	-	-	(84,372)
1,034,180	1,615,575	20,143,566	12,898,179	13,921,362	9,576,851
25,640,935	29,513,826	50,662,044	51,158,128	61,711,884	66,306,340

VILLAGE OF BUFFALO GROVE, ILLINOIS

Changes in Fund Balances of Governmental Funds - Last Ten Fiscal Years*
December 31, 2023 (Unaudited)

	2014	2015	2016	2017
Revenues				
Taxes				
Property Taxes	\$ 14,554,564	14,742,622	15,034,583	15,510,127
Other Taxes	9,564,978	9,712,718	9,701,271	9,816,523
Licenses and Permits	207,312	1,330,769	326,177	1,763,982
Intergovernmental	11,081,081	1,931,512	11,843,812	3,043,453
Fines and Forfeitures	1,803,317	350,042	3,025,628	330,475
Charges for Services	1,371,779	12,271,219	1,504,400	11,709,919
Investment Income	107,765	25,061	65,600	153,816
Miscellaneous	2,107,628	1,404,841	1,610,746	1,456,876
Total Revenues	40,798,424	41,768,784	43,112,217	43,785,171
Expenditures				
General Government	5,522,549	5,084,772	5,693,142	5,774,748
Public Safety	22,773,535	25,237,115	27,407,019	25,776,184
Public Works	10,878,278	8,092,735	6,978,307	8,101,888
Capital Outlay	2,018,451	2,828,194	8,252,604	1,362,213
Debt Service				
Principal Retirement	790,000	510,000	525,000	1,275,000
Interest and Fiscal Charges	313,665	296,747	371,456	401,609
Total Expenditures	42,296,478	42,049,563	49,227,528	42,691,642
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,498,054)	(280,779)	(6,115,311)	1,093,529
Other Financing Sources (Uses)				
Transfers In	2,552,288	3,521,760	3,402,595	4,204,943
Transfers Out	(1,481,564)	(2,686,312)	(2,253,984)	(3,192,426)
Disposal of Capital Assets	488	1,601	1,385	28,758
Debt Issuance	-	-	6,125,000	-
Premium of Issuance of Debt	-	-	100,778	-
Transfer to Escrow Agent	-	-	-	-
Total Other Financing Sources (Uses)	1,071,212	837,049	7,375,774	1,041,275
Net Change in Fund Balances	(426,842)	556,270	1,260,463	2,134,804
Debt Service as a Percentage of Noncapital Expenditures	2.68%	2.06%	2.19%	4.24%

* Modified Accrual Basis of Accounting
Data Source: Village Records

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

2018	2019	2020	2021	2022	2023
15,980,771	16,321,876	17,035,362	16,970,657	17,037,557	18,050,357
10,494,959	9,835,616	8,970,163	12,777,682	14,524,352	13,751,250
344,389	362,747	301,321	301,917	416,436	361,283
12,623,735	14,074,544	18,417,351	21,544,173	26,534,076	23,310,983
2,820,773	3,121,111	3,137,339	2,221,275	2,533,385	2,570,411
1,600,263	1,695,784	1,479,257	3,294,828	3,109,258	2,957,301
292,340	807,330	305,366	(33,773)	334,289	3,592,939
1,884,579	2,694,331	1,176,737	2,210,580	1,771,784	689,286
46,041,809	48,913,339	50,822,896	59,287,339	66,261,137	65,283,810
6,804,142	6,293,156	6,834,043	8,919,334	29,296,182	10,804,209
26,732,460	27,561,835	28,891,545	29,352,949	30,178,107	30,513,656
8,710,363	7,341,611	6,973,359	6,324,738	6,775,205	6,813,495
1,502,272	3,689,375	9,571,463	8,500,778	20,584,538	13,669,168
1,315,000	1,210,000	1,299,030	2,550,445	2,570,990	2,717,078
370,202	325,743	1,196,044	1,200,773	1,374,751	2,163,093
45,434,439	46,421,720	54,765,484	56,849,017	90,779,773	66,680,699
607,370	2,491,619	(3,942,588)	2,438,322	(24,518,636)	(1,396,889)
9,068,487	5,397,700	12,345,886	13,079,260	11,361,834	11,597,148
(8,995,638)	(4,171,708)	(13,975,244)	(15,034,998)	(16,676,258)	(8,392,236)
-	163,085	-	13,500	-	1,521,191
-	1,449,275	24,000,000	-	37,530,000	1,265,242
-	-	2,720,164	-	-	-
-	(1,457,080)	-	-	-	-
72,849	1,381,272	25,090,806	(1,942,238)	32,215,576	5,991,345
680,219	3,872,891	21,148,218	496,084	7,696,940	4,594,456
3.89%	3.48%	5.70%	7.72%	5.00%	9.20%

VILLAGE OF BUFFALO GROVE, ILLINOIS

Assessed Value and Actual Value of Taxable Property - Last Ten Tax Levy Years December 31, 2023 (Unaudited)

Tax Levy Year	Residential Property	Commercial Property	Industrial Property	Other Property
2014	\$ 1,120,788,463	\$ 294,457,084	\$ 9,119,150	\$ 696,091
2015	1,181,620,776	290,063,933	3,377,285	631,771
2016	1,299,550,777	310,452,203	3,611,330	636,718
2017	1,336,606,286	318,894,119	3,900,196	628,731
2018	1,347,695,708	334,731,537	4,684,958	653,520
2019	1,445,252,883	365,037,719	5,211,860	42,604
2020	1,493,688,565	284,382,018	5,900,081	691,021
2021	1,395,918,824	346,305,368	5,803,116	42,089
2022	1,411,906,697	351,836,123	5,872,625	687,805
2023	1,620,429,792 *	289,161,305 *	1,138,212	704,095

* Cook County property class and assessed valuation is an estimate. Cook County information not yet available.

Data Source: Lake and Cook County Clerk's Office

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

Total Assessed Value	Estimated Actual Taxable Value	Tax Rate for Lake County	Estimated Actual Taxable Value %
\$ 1,425,060,788	\$ 4,275,182,364	0.9930	33.333%
1,475,693,765	4,427,081,295	0.9550	33.333%
1,614,251,028	4,842,753,084	0.9210	33.333%
1,660,029,332	4,980,087,996	0.9080	33.333%
1,687,765,723	5,063,297,169	0.9070	33.333%
1,815,545,066	5,446,635,198	0.8905	33.333%
1,784,661,685	5,446,635,198	0.9032	33.333%
1,748,069,397	5,362,795,164	0.9043	33.333%
1,770,303,250	5,310,909,750	0.8972	33.333%
1,911,433,404 *	5,734,300,212	0.8617	33.333%

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Direct and Overlapping Property Tax Rates - Last Ten Tax Levy Years December 31, 2023 (Unaudited)

	2014	2015	2016
Direct Rate			
Lake County			
Village of Buffalo Grove	0.993	0.955	0.921
Cook County			
Village of Buffalo Grove	1.235	1.316	1.138
Total	2.228	2.271	2.059
Overlapping Rate			
Lake County			
County, including Forest Preserve	0.893	0.871	0.825
Combined School Districts (102, 125, 532)	7.164	7.034	6.680
Buffalo Grove Park District	0.553	0.517	0.492
Vernon Area Public Library	0.317	0.308	0.293
All Other (1)	0.113	0.110	0.104
Cook County			
County, including Forest Preserve	0.126	0.621	0.596
Metropolitan Water Reclamation District of Greater Chicago	0.430	0.426	0.406
Combined School Districts (21, 214, 512)	8.657	8.989	7.909
Buffalo Grove Park District	0.677	0.714	0.606
Indian Trails Public Library District	0.529	0.534	0.476
All other (2)	0.094	0.130	0.073
Total (3)	19.553	20.254	18.460

Notes:

Taxes Levied on a calendar year basis for collection in the subsequent year.

The Village is home rule unit under the 1970 Illinois State Constitution and, as such, has no statutory tax rate limitations.

(1) Includes Road and Bridge and General Assistance for the Township herein.

(2) Includes Northwest Mosquito Abatement, Consolidated Elections, Road and Bridge, and General Assistance for the Township herein.

(3) Representative tax rates for other government units are from Vernon Township Tax Code 16-92, which the largest portion of the Village's 2022 EAV. Representative tax rates for other government units are from Cook County Tax Code 38077, which represents the largest portion of the Village's 2018 EAV within Cook County.

N/A - Not Available

Data Source: Cook County Tax Extension/Lake County Tax Extension

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

2017	2018	2019	2020	2021	2022	2023
0.908	0.907	0.890	0.903	0.904	0.897	0.862
1.210	1.260	1.136	1.165	1.273	1.103	N/A
2.118	2.167	2.026	2.068	2.177	2.000	0.862
0.809	0.794	0.776	0.780	0.777	0.762	0.754
6.634	6.665	6.459	6.754	6.952	7.186	7.712
0.482	0.480	0.465	0.478	0.491	0.509	0.519
0.291	0.294	0.293	0.304	0.312	0.320	0.321
0.099	0.096	0.091	0.093	0.095	0.096	0.131
0.558	0.489	0.513	0.511	0.504	0.512	N/A
0.402	0.396	0.389	0.378	0.382	0.374	N/A
8.010	8.388	7.450	7.474	8.326	7.397	N/A
0.641	0.666	0.584	0.612	0.690	0.628	N/A
0.481	0.493	0.446	0.458	0.497	0.454	N/A
0.108	0.079	0.100	0.068	0.094	0.064	N/A
18.515	18.839	17.565	17.909	19.119	18.302	9.438

VILLAGE OF BUFFALO GROVE, ILLINOIS

Principal Property Tax Payers - Current Tax Levy Year and Nine Tax Levy Years Ago
December 31, 2023 (Unaudited)

Taxpayer	2023			2014		
	Taxable Assessed Value	Rank	Percentage of Total Village Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Village Taxable Assessed Value
Chevy Chase Busniess Park Ltd	\$ 28,129,007	1	1.48%	\$ 22,706,965	1	1.59%
Penobscot Management LLC	12,729,357	2	0.67%	10,986,298	2	0.77%
Hamilton Partners Inc.	10,256,638	3	0.54%	10,187,546	3	0.72%
G&I X Windbrooke Crossing LLC	9,480,461	4	0.50%	8,261,833	6	0.58%
Rexam, Inc.	9,236,540	5	0.49%	8,472,433	5	0.60%
BRI 1862 Riverwalk II LLC	8,993,104	6	0.47%	7,400,417	10	0.52%
Chricago Infill Industrial	8,285,700	7	0.44%			
Newport Equities	7,933,726	8	0.42%			
Stockbridge Real Estate	6,694,463	9	0.35%			
Woodman's Food Market	6,575,284	10	0.35%			
Millbrook				9,032,568	4	0.63%
Riverwalk South LLC				8,206,726	7	0.58%
Aptakisic Creek Corporate Park				7,831,429	8	0.55%
Arthur Rodgers and Company				7,625,134	9	0.54%
	<u>108,314,280</u>		<u>5.71%</u>	<u>100,711,349</u>		<u>7.08%</u>

Note: Based on 2023 EAV for Lake County and 2022 EAV for Cook County, the most current available.

Data Source: Lake and Cook County Clerk's Office

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

**Property Tax Levies and Collections - Last Ten Fiscal Years
December 31, 2023 (Unaudited)**

Fiscal Year	Lake County			Cook County			Village Total	
	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Amount	Percentage of Levy
		Amount	Percentage of Levy		Amount	Percentage of Levy		
2014	\$ 11,339,326	\$ 11,322,087	99.85%	\$ 3,500,800	\$ 3,409,458	97.39%	\$ 14,731,545	99.27%
2015	11,678,742	11,426,115	97.84%	3,514,106	3,608,468	102.69%	15,034,583	98.96%
2016	11,783,047	11,761,365	99.82%	3,811,228	3,748,763	98.36%	15,510,128	99.46%
2017	12,055,130	12,055,130	100.00%	4,022,627	3,916,453	97.36%	15,971,583	99.34%
2018	12,296,750	12,273,540	99.81%	4,177,992	4,048,337	96.90%	16,321,877	99.07%
2019	12,767,830	12,528,898	98.13%	4,333,453	4,245,195	97.96%	16,774,093	98.09%
2020	12,663,437	12,618,734	99.65%	4,455,175	4,312,066	96.79%	16,930,800	98.90%
2021	12,663,437	12,618,734	99.65%	4,455,175	4,312,066	96.79%	16,930,800	98.90%
2022	12,621,129	12,561,544	99.53%	4,494,542	4,459,000	99.21%	17,020,544	99.44%
2023	12,716,520	12,684,686	99.75%	4,455,173	4,407,610	98.93%	17,092,296	99.54%

Data Source: Office of the County Clerk of Cook/Office of the County Clerk of Lake

VILLAGE OF BUFFALO GROVE, ILLINOIS

Taxable Sales by Category - Last Ten Calendar Years December 31, 2023 (Unaudited)

	2014	2015	2016
General Merchandise	\$ 9,098	66,228	86,125
Food	1,080,556	1,552,983	1,481,195
Drinking and Eating Places	1,023,545	1,062,206	1,118,330
Apparel	104,229	94,538	92,409
Furniture, Households and Radio	356,095	521,007	369,583
Lumber, Building and Hardware	1,666,708	1,879,818	2,074,008
Automobile and Filling Stations	947,278	918,216	867,250
Drugs and Misc. Retail	2,349,469	1,790,381	1,986,578
Agriculture and All Others	1,693,506	2,313,502	2,231,299
Manufacturers	270,063	351,808	220,927
Totals	9,500,547	10,550,687	10,527,704
Village Direct Sales Tax Rate	1.00%	1.00%	1.00%
Village Home Rule Tax Rate	1.00%	1.00%	1.00%

Data Source: Illinois Department of Revenue

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

2017	2018	2019	2020	2021	2022	2023
-	-	-	66,754	133,228	127,776	141,693
1,557,474	1,836,131	2,419,704	2,485,816	2,772,036	3,649,009	3,518,435
1,107,878	1,133,048	1,203,642	987,063	1,166,982	1,189,430	1,243,306
68,075	66,797	167,211	57,933	94,887	101,998	87,149
380,907	1,250,788	1,294,886	1,482,689	2,132,025	2,079,488	1,834,845
2,357,551	2,202,029	2,119,185	2,267,449	3,132,250	3,612,201	3,794,887
1,007,356	1,068,115	1,089,620	848,373	1,059,622	1,178,431	982,187
1,568,024	1,536,061	1,481,357	1,515,668	3,054,824	3,188,075	3,313,520
2,573,323	2,470,229	2,484,560	2,303,808	2,364,628	2,902,778	3,604,098
200,727	180,646	213,851	170,291	192,379	247,896	81,468
10,821,315	11,743,844	12,474,017	12,185,844	16,102,861	18,277,081	18,601,589
1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
1.00%	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%

VILLAGE OF BUFFALO GROVE, ILLINOIS

Direct and Overlapping Sales Tax Rates - Last Ten Fiscal Years December 31, 2023 (Unaudited)

Fiscal Year	Village Direct Rate	Village Home Rule Rate	State of Illinois Sales Tax Rate
2014	1.00%	1.00%	6.50%
2015	1.00%	1.00%	6.50%
2016	1.00%	1.00%	6.50%
2017	1.00%	1.00%	6.50%
2018	1.00%	1.00%	6.50%
2019	1.00%	1.00%	6.50%
2020	1.00%	1.00%	6.50%
2021	1.00%	1.00%	6.50%
2022	1.00%	1.00%	6.50%
2023	1.00%	1.00%	6.50%

Data Source: Illinois Department of Revenue

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS**Ratios of Outstanding Debt By Type - Last Ten Fiscal Years
December 31, 2023 (Unaudited)**

See Following Page

VILLAGE OF BUFFALO GROVE, ILLINOIS

Ratios of Outstanding Debt By Type - Last Ten Fiscal Years December 31, 2023 (Unaudited)

Fiscal Year	Governmental Activities					IEPA Loan
	General Obligation Bonds	Installment Note	TIF Revenue Note	Leases Payable	Subscriptions Payable	
2014	\$ 10,730,503	\$ -	\$ -	\$ -	\$ -	\$ 400,519
2015	10,202,453	-	-	-	-	383,487
2016	15,881,408	-	-	-	-	366,060
2017	14,581,706	-	-	-	-	348,233
2018	13,243,707	-	-	-	-	329,993
2019	11,936,027	-	-	-	-	311,332
2020	37,350,765	-	-	-	-	292,240
2021	34,612,580	-	-	-	-	272,708
2022	53,240,666	-	19,000,000	-	-	252,725
2023	50,318,820	497,228	19,000,000	642,201	984,191	232,281

Notes: Details of the Village's outstanding debt can be found in the Notes to Financial Statements.

(1) See the Schedule of Demographic and Economic Statistics for personal income and population data.

(2) See the Schedule of Assessed Value and Actual Value of Taxable Property for equalized assessed valuation data.

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

Business-Type Activities				Ratio of Total Outstanding Debt to Equalized Assessed Valuation (2)	Total Outstanding Debt Per Capita (1)	Debt Outstanding as a Percentage of Personal Income (1)
Installment Note	Leases Payable	Subscriptions Payable	Total Primary Government			
\$ -	\$ -	\$ -	\$ 11,131,022	0.26%	265.11	0.57%
1,193,599	-	-	11,779,539	0.27%	283.82	0.61%
6,894,447	-	-	23,141,915	0.48%	557.64	1.19%
6,638,399	-	-	21,568,338	0.43%	523.17	1.11%
6,341,869	-	-	19,915,569	0.39%	487.49	0.98%
6,001,817	-	-	18,249,176	0.34%	450.66	0.84%
5,615,015	-	-	43,258,020	0.79%	1,068.26	2.00%
5,178,045	-	-	40,063,333	0.75%	927.13	1.70%
4,687,283	-	-	77,180,674	1.45%	1,813.07	3.24%
4,138,887	737,330	329,616	76,880,554	1.34%	1,809.72	3.31%

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Ratios of General Bonded Debt Outstanding - Last Ten Fiscal Years December 31, 2023 (Unaudit

Fiscal Year	General Obligation Bonds	Less: Amounts Available in Debt Service	Total	Percentage of Total Taxable Assessed Value of Property (1)	Per Capita (2)
2014	\$ 10,730,503	\$ -	\$ 10,730,503	0.25%	255.57
2015	10,202,453	-	10,202,453	0.23%	245.82
2016	15,881,408	-	15,881,408	0.33%	382.68
2017	14,581,706	-	14,581,706	0.29%	353.70
2018	13,243,707	-	13,243,707	0.26%	324.18
2019	11,936,027	803	11,935,224	0.22%	294.74
2020	37,350,765	231,373	37,119,392	0.68%	916.66
2021	34,612,580	247,676	34,364,904	0.64%	795.26
2022	53,240,666	32,249	53,208,417	1.00%	1,249.93
2023	50,318,820	-	50,318,820	0.88%	1,184.47

(1) See the Schedule of Assessed Value and Actual Value of Taxable Property for property value data.

(2) See the Schedule of Demographic and Economic Statistics for population data.

Note: Details of the Village's outstanding debt can be found in the Notes to the Financial Statements.

Data Source: Village Records

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Schedule of Direct and Overlapping Governmental Activities Debt December 31, 2023 (Unaudited)

Governmental Unit	Gross Debt	Percentage of Debt Applicable to Village (1)	Village's Share of Debt
Village	\$ 71,442,440	100.00%	\$ 71,442,440
Overlapping Debt			
School Districts			
Cook County School District #21	77,575,000	17.00%	13,189,989
Aptakisic-Tripp Community Consolidated #102	63,220,000	74.40%	47,038,468
Lincolnshire-Half Day District #103	6,180,000	11.98%	740,389
Adlai E. Stevenson H.S. District #125	39,010,000	37.69%	14,703,694
Wheeling Township H.S. District #214	19,405,000	3.61%	700,785
Harper Community College #512	222,130,000	1.71%	3,799,857
College of Lake County #532	77,725,000	5.14%	3,995,473
Total of School Districts	505,245,000		84,168,655
Other than School Districts			
Lake County	143,955,000	5.16%	7,057,085
Lake County Forest Preserve	167,195,000	5.16%	8,196,377
Cook County	2,951,286,750	0.22%	6,460,454
Cook County Forest Preserve	98,005,000	0.22%	214,536
Metropolitan Water Reclamation District	2,503,179,075	0.22%	5,569,876
Buffalo Grove Park District	9,974,000	95.69%	9,550,612
Wheeling Park District	8,464,100	7.15%	527,692
Total Other than School Districts	5,882,058,925		37,576,632
Total Direct and Overlapping Debt	6,458,746,365		193,187,727

Data Source: Lake and Cook County Clerks and MSRB's Electronic Market Access Website (EMMA)

(1) Determined by ratio of assessed valuation of property subject to taxation in the Village to valuation of property subject to taxation in overlapping unit. Overlapping debt percentages based on 2023 EAV for Lake County and 2022 EAV for Cook County, the most current data available.

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS**Schedule of Legal Debt Margin
December 31, 2023 (Unaudited)**

The Village is a home rule municipality.

Article VII, Section 6(k) of the 1970 Illinois constitution governs computation of legal debt margin.

The General Assembly may limit by law the amount and require referendum approval of debt to be incurred by some home rule municipalities, payable from ad valorem property tax receipts, only in excess of the following percentages of the assessed value of its taxable property...(2) if its population is more than 25,000 and less than 500,000 an aggregate of one percent: indebtedness which is outstanding on the effective date (July 1, 1971) of this constitution or which is thereafter approved by referendum...shall not be included in the foregoing percentage amounts.

To date the General Assembly has set no limits for home rule municipalities.

VILLAGE OF BUFFALO GROVE, ILLINOIS

Demographic and Economic Statistics - Last Ten Fiscal Years December 31, 2023 (Unaudited)

Fiscal Year	Population	Equalized Assessed Valuation	Per Capita Personal EAV	Personal Income	Per Capita Income	Unemployment Rate
2014	41,987	\$ 1,425,060,788	\$ 33,941	1,939,085,621	46,183	6.8%
2015	41,503	1,475,693,765	35,556	1,930,595,051	46,517	5.7%
2016	41,500	1,614,251,028	38,898	1,949,794,500	46,983	4.2%
2017	41,226	1,662,450,463	40,325	1,938,570,198	47,023	4.3%
2018	40,853	1,687,765,723	41,313	2,041,301,851	49,967	5.7%
2019	40,494	1,815,545,066	44,835	2,161,569,720	53,380	3.3%
2020	40,494	1,787,598,388	44,145	2,159,342,550	53,325	3.0%
2021	43,212	1,778,137,268	41,149	2,356,263,936	54,528	13.7%
2022	42,569	1,770,303,250	41,587	2,379,862,514	55,906	3.8%
2023	42,482	1,911,433,404	44,994	2,323,156,444	54,686	3.5%

Data Source: U.S. Census Bureau, Illinois Department of Employment Security, and Lake and Cook County Clerk's offices.

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Principal Employers - Current Fiscal Year and Nine Fiscal Years Ago December 31, 2023 (Unaudited)

Employer	2023			2014		
	Employees	Rank	Percentage of Total Village Employment	Employees	Rank	Percentage of Total Village Employment
Siemens Building Technologies	1,800	1	10.59%	1,500	1	8.33%
ESS	550	2	3.24%			
Plexus Corp	370	3	2.18%	370	7	2.06%
Veritas Document Solutions	300	4	1.76%			
US LBM Holdings, LLC	250	5	1.47%			
Village of Buffalo Grove	218	6	1.28%			
Vapor Bus International	200	7	1.18%			
Crosscom National, LLC	170	8	1.00%			
Schultes Precision Manufacturing	170	9	1.00%			
CORPTAX, Inc	160	10	0.94%			
I.S.I.				1,200	2	6.67%
Caremark LLC				900	3	5.00%
ABS Consulting				550	4	3.06%
Rexam				552	5	3.07%
Harris Bank				371	6	2.06%
Assembled Products				300	8	1.67%
SMS NA, LLC				354	9	1.97%
Fed Ex Express				345	10	1.92%
	<u>4,188</u>		<u>24.64%</u>	<u>6,442</u>		<u>35.79%</u>

Data Source: 2024 Illinois Services Directory and the 2024 Illinois Manufacturers Directory.

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

**Full-Time Equivalent Village Government Employees by Function - Last Ten Fiscal Years
December 31, 2023 (Unaudited)**

See Following Page

VILLAGE OF BUFFALO GROVE, ILLINOIS

Full-Time Equivalent Village Government Employees by Function - Last Ten Fiscal Years December 31, 2023 (Unaudited)

	2014	2015	2016
General Government			
Administration			
Village Managers Office	7.5	6.0	5.0
Communications	-	-	-
Information Technology	3.0	-	-
Human Resources	2.0	2.0	2.0
Administrative Services	-	-	-
Finance	10.0	8.0	9.0
Community Development	9.5	12.0	12.0
Planning	1.5	-	-
Public Safety			
Police			
Full-Time Police Officers	63.0	63.0	63.0
Community Service Officers	3.0	3.0	3.0
Civilians	15.0	15.0	15.5
Fire			
Full-time Firefighters/Paramedics	58.0	59.0	59.0
Civilians	1.5	1.0	1.0
Public Works			
Public Works Administration	6.0	6.0	6.0
Streets/Forestry	18.5	20.0	20.0
Water/Sewer	9.0	10.0	9.0
Central garage	5.5	5.5	5.5
Building Maintenance	6.0	6.0	6.0
Recreation			
Administration	19.5	19.5	4.0
Grounds Maintenance	11.5	11.5	-
Total	250.0	247.5	220.0
Recreation			
Seasonal	30.0	30.0	30.0

Data Source: Village Finance Department

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

2017	2018	2019	2020	2021	2022	2023
5.5	5.5	5.5	4.5	4.5	5.0	3.0
-	-	-	-	-	-	2.0
-	-	-	-	-	-	-
2.0	2.0	2.0	2.0	2.0	2.0	2.5
-	-	-	-	-	3.5	3.5
9.0	9.0	8.0	9.0	8.0	7.0	7.0
14.0	15.0	13.0	13.0	10.0	10.0	12.0
-	-	-	-	-	-	-
61.0	61.0	63.0	60.0	58.0	60.0	62.0
2.0	2.0	2.0	2.0	2.0	2.0	2.0
16.0	16.0	20.0	16.0	12.5	12.0	12.0
58.0	59.0	56.0	56.0	57.0	57.0	57.0
4.5	5.0	7.0	9.0	4.5	5.0	5.5
12.0	11.5	10.0	11.0	11.0	11.0	11.0
20.0	20.0	17.0	17.0	15.0	15.0	15.0
12.0	12.0	13.0	12.0	12.0	12.0	12.0
5.5	5.5	5.5	5.5	5.5	5.5	5.5
4.5	4.5	4.5	4.5	3.0	3.0	4.0
4.0	4.0	2.0	2.0	2.0	2.0	2.0
-	-	-	-	-	-	-
230.0	232.0	228.5	223.5	207.0	212.0	218.0
30.0	30.0	29.0	38.0	38.0	38.0	38.0

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

VILLAGE OF BUFFALO GROVE, ILLINOIS

Operating Indicators by Function/Program - Last Ten Fiscal Years December 31, 2023 (Unaudited)

	2014	2015	2016
General Government			
Building and Zoning			
Building Permits Issued	2,833	2,582	2,957
Building Inspections Conducted	7,074	11,625	9,053
Property Maintenance Inspections Conducted	3,172	1,894	2,160
Public Safety			
Police			
Physical Arrests	886	809	521
Parking Violations	3,634	3,766	5,754
Traffic Violations	8,349	7,969	6,054
DUI Arrests	154	97	74
Vehicle Crashes	1,429	363	1,473
Fire			
Ambulance Calls/EMS	3,385	3,123	3,160
Service Calls	1,245	340	309
Fire Calls	821	1,585	1,279
Auto Aid/Mutual Aid	1,063	1,055	987
Public Works			
Streets			
Street Resurfacing (Miles)	3.28	2.45	11.40
Parks and Recreation			
Park Sites	46	46	46
Golf Course - Combined			
Golf Rounds Played - Paid	54,689	68,602	53,599
Water			
New Connections (Tap ons)	9	23	19
Average Daily Consumption (1)	3.58	3.39	3.60
Peak Daily Consumption (1)	5.40	5.14	5.54

(1) - Millions of Gallons

Data Source: Various Village Departments

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

2017	2018	2019	2020	2021	2022	2023
2,567	2,502	3,443	2,697	3,339	3,127	3,141
6,692	6,817	7,361	5,540	6,097	8,543	8,782
1,954	1,902	2,254	1,856	1,543	1,135	1,725
441	452	406	283	233	401	623
6,781	5,748	3,404	2,185	2,180	1481	1,742
5,310	6,054	4,844	3,439	3,760	4934	4,903
87	85	74	54	44	45	67
1,294	1,353	1,459	829	948	941	1,404
3,201	3,145	3,145	3,276	3,444	3,656	3,738
293	309	409	249	256	373	278
1,082	1,257	1,253	1,096	1,209	1,135	1,223
1,045	967	1,193	1,198	790	786	807
2.76	0.97	2.64	4.97	4.50	2.75	-
46	46	46	46	46	49	49
51,138	48,770	44,000	58,297	71,617	71,773	73,506
3	23	11	23	34	67	32
3.23	3.49	3.13	3.33	3.51	3.62	3.51
5.98	5.69	4.83	4.97	5.67	6.39	4.99

VILLAGE OF BUFFALO GROVE, ILLINOIS

Capital Asset Statistics by Function/Program - Last Ten Fiscal Years December 31, 2023 (Unaudited)

	2014	2015	2016
Public Safety			
Police			
Stations	1	1	1
Vehicles	29	30	29
Fire			
Stations	3	3	3
Vehicles*	20	20	20
Public Works			
Streets			
Street (Miles)	118.20	118.20	118.22
Streetlights	2,786	2,789	2,789
Water			
Water Mains	180.90	181.14	181.31
Fire Hydrants	2,487	2,493	2,501
Wastewater			
Sanitary Sewers	139.80	139.92	139.92

Data Source: Various Village Departments

* Includes fire engines/towers, ambulances, and staff cars

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)

2017	2018	2019	2020	2021	2022	2023
1 31	1 30	1 29	1 30	1 31	1 31	1 34
3 20	3 20	3 20	3 20	3 20	3 20	3 23
114.02 2,790	114.02 2,755	113.90 2,437	110.83 3,115	116.07 2,958	116.07 2,559	116.90 2,927
181.97 2,514	185.99 2,507	186.19 2,507	188.60 2,584	185.43 2,607	185.36 2,628	188.53 2,606
139.96	141.60	135.94	137.38	137.08	137.08	137.68

Attachment: Buffalo Grove ACFR 23 (2024-11 : Acceptance of the 2023 Audit and Management Letter)



Action Item : Website Preview

Recommendation of Action

Staff recommends discussion

Staff will be providing a preview of the Village's new website.

ATTACHMENTS:

- New website memo_June 2024 (DOCX)

Trustee Liaison
Johnson

Staff Contact
Molly Gillespie, Office of the Village Manager

Monday, June 17, 2024	
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MEMORANDUM

DATE: June 13, 2024
TO: Village Manager Dane Bragg
FROM: Molly Gillespie, Director of Communications and Engagement
SUBJECT: Website redesign with enhanced customization and features

RECOMMENDATION

Staff will provide the Board with a preview and demonstration of the new website that will go live on June 20.

BACKGROUND

The village website is the community's go-to source for information. There are many functionalities needing improvement on the current village website related to both front-end and back-end user experiences. In November 2023, the Village Board approved a two-year software as a service (SaaS) agreement for website services with CivicPlus.

The agreement contemplated a complete website redesign, training and other support services aligning with the village's larger communications plan that prioritized refining Buffalo Grove's identity along with obtaining tools to implement and build trust in the brand, enhance quality control and accessibility.

ANALYSIS

The Communications and Engagement Department has been leading the website redesign project to enhance the user experience when doing business with the Village, regardless of user type (employee, resident, business owner, visitor, etc.)

CivicPlus' website solution resolves many issues faced with the current website including but not limited to inadequate customization, permission settings, analytics and search capabilities. The CivicPlus solution provides enhanced searchability internally across pages and modules, and metadata as well as and across other CivicPlus softwares including the agenda and meeting

management and codification programs. A key feature of the redesigned website is that rather than featuring prominent menus that are daunting for users to search, the focal point is a large search bar requesting users type keywords, placing search capabilities as the highest priority function. The new website showcases the new community brand, increases efficiency, improves and modernizes customer service while also helping consolidate software vendors to align contracts terms and timelines.

It also has robust page customization, version history and module-based features with more options for items such as calendars, forms and directories. These enhancements will improve quality control and accessibility, while maintaining a user-friendly interface with modern design elements, ensuring that residents can easily navigate the website to access important information and services. The new website also allows residents to sign up for customized email notifications when news and calendar items are added.

In addition, the website features Citibot's Chatbot, named Mr. Robinson, and an enhanced version of the Userway accessibility tool.

Mr. Robinson chatbot

Citibot's Chatbot leverages AI (artificial intelligence) to provide quick and accurate responses to inquiries, making it an ideal solution for enhancing citizen services and improving accessibility. Citibot's AI chatbot lives on the new website and can be access via text messaging as well. Citibot also allows the village to send text alerts. The Chatbot can retrieve information and request services in multiple languages. What's unique about Citibot is that it exists specifically to help engagement with government. It's a friendly, self-service chatbot that understands government-speak and services that BG website visitors directly and in real-time to address their needs. The conversational bot crawls and analyzes the website, relevant documents and FAQs, and it is able to help residents and website visitors with:

- Immediately answering their questions, including, "How can I get a building permit?" or "What are the trash pickup and recycling schedules?"
- Processing and sending service requests, such as, "I would like to report a pothole." or "The stoplight is out." to the appropriate department.
- Capturing the data and information needed when an issue is reported to eliminate the back-and-forth and save your staff time.

Userway accessibility tool

Another enhanced feature on the website is an accessibility tool called Userway. This enhanced version of the tool provides instant accommodations for common disability profiles from vision impairments to dyslexia and beyond.

Manipulating a mouse and keyboard to navigate sites isn't always easy for people with motor impairments. UserWay consults with motor-impaired individuals to develop tools that can help. This profile provides options that can make site navigation much less complicated. Users can create a profile and then every page is automatically adjusted to their needs, helping those who are motor impaired, blind, color blind, dyslexic, visually impaired, and those who experience cognitive and learning issues, seizure and epilepsy and ADHD.

NEXT STEPS

The new website will go live on June 20. The website requires ongoing maintenance, and the Communications and Engagement Department staff is continually making updates and revisions based on feedback. Members from each department have received training to make submit website updates, which are then reviewed, edited (if needed) and approved by system administrators. A prominent request for feedback on the search, content and Chatbot responses will be listed on the homepage for six months, so that staff can work out any issues as they are found, ensuring an optimal user experience.

Attachment: New website memo_June 2024 (2024-12 : Website Preview)



**Ordinance No. O-2024-63 : Approve a Special Use for a Health Club
in the Industrial District at 1637-1639 Barclay Blvd**

Recommendation of Action

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

Summary: Body in Motion is seeking a special use to occupy space at 1637-1639 Barclay Blvd. The Planning & Zoning Commission unanimously recommended approval.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B. Plan Set (PDF)
- Exhibit C. PZC Minutes May 15, 2024 (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Nicole Woods, Community Development

Monday, June 17, 2024

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: June 17, 2024

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Community Development Director
Andrew Binder, Associate Planner

SUBJECT: 1637-1639 Barclay Blvd - Special Use in the Industrial District (I) for a Health Club

PROJECT BACKGROUND

Body in Motion PT LLC, is requesting approval of a Special Use for a Health Club in the Industrial District at 1637-1639 Barclay Blvd. The Petitioner is proposing to utilize two units within the multi-tenant building at 1631-1655 Barclay Blvd to accommodate a private instruction fitness studio.

PLANNING & ZONING ANALYSIS

Proposed Use & Operation

Body in Motion is a private, appointment-only fitness studio that specializes in personal training and physical therapy. Due to the private/one-on-one nature of the business, only 6 parking spaces will be utilized at a time. The subject multi-tenant building has 110 parking spaces. Staff believes the existing site will have sufficient parking to accommodate the proposed use. Staff will ensure all ADA requirements are met.

PUBLIC HEARING COMMENTS

There were no concerns from the public regarding this request.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of the Special Use for a Health Club at 1637-1639 Barclay Blvd, subject to the following conditions:

1. The Special Use is granted to Body In Motion P.T. LLC. to operate a Health Club at 1637-1639 Barclay Blvd, which shall not run with the land.
2. The Special Use granted to the Body In Motion P.T. LLC. is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

RECOMMENDATION

Staff recommends that the Village Board adopt an Ordinance granting approval of the requested Special Use to Body In Motion P. T., to allow a Health Club at 1637-1639 Barclay Blvd, subject to the conditions in the attached Ordinance.



Figure 1: Subject Property

ORDINANCE NO. 2024 - ____

**AN ORDINANCE APPROVING A SPECIAL USE
FOR 1637-1639 BARCLAY BLVD
VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS**

**Body In Motion P.T., LLC
1637-1639 Barclay Blvd**

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

WHEREAS, 1637-1639 Barclay Blvd, Buffalo Grove, IL ("Property") is a 3,492 square foot unit located in a multi-tenant building at 1631-1655 Barclay Blvd in the I Industrial District and is hereinafter legally described in Exhibit A; and,

WHEREAS, Chicago Infill Industrial Properties LP is the owner of the Property; and,

WHEREAS, Body In Motion P.T., LLC, ("Petitioner") has filed a petition for a Special Use in the Industrial District (I) to allow a Health Club;

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on May 15, 2024, concerning the petition for approval of the Special Use; and,

WHEREAS, the Planning & Zoning Commission made findings and determined that the petition meets the criteria for Special Uses as set forth in the Buffalo Grove Zoning Ordinance, as described in the minutes attached as Exhibit C; and,

WHEREAS, the Planning & Zoning Commission voted 7 to 0 to unanimously recommend approval of the requested Special Use; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed Special Use is reasonable and will serve the best interest of the Village.

WHEREAS, the proposed use 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 May 15, 2024, 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:

Attachment: Ordinance (O-2024-63 : Approve a Special Use for a Health Club in the Industrial District at 1637-1639 Barclay Blvd)

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 Special Use for the Property at 1637-1639 Barclay Blvd, Buffalo Grove, IL, subject to the following conditions:

- 1. The Special Use is granted to Body In Motion P.T. LLC. to operate a Health Club at 1637-1639 Barclay Blvd, which shall not run with the land.
- 2. The Special Use granted to the Body In Motion P.T. LLC. is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

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

This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

Village Clerk

APPROVED:

Eric Smith, Village President

Attachment: Ordinance (O-2024-63 : Approve a Special Use for a Health Club in the Industrial District at 1637-1639 Barclay Blvd)

EXHIBIT A**Legal Description**

**Body in Motion P.T., LLC
1637-1639 Barclay Blvd**

Lot One, In Rogers Centre For Commerce East, being a resubdivision of Lots 1, 2 and 3 in Arbor Creek Business Centre, in Section 27, Township 43 North, Range 11 East of the Third Principal Meridian, recorded September 11, 1992, as Document No. 3210626, in Lake County, Illinois

Street Address: 1631-1655 Barclay Blvd, Buffalo Grove, Illinois

PIN: 15-27-206-017

4

EXHIBIT B

Plan Set

**Body in Motion P.T., LLC
1637-1639 Barclay Blvd**

Attachment: Ordinance (O-2024-63 : Approve a Special Use for a Health Club in the Industrial District at 1637-1639 Barclay Blvd)

EXHIBIT C

Minutes from the May 15, 2024, Planning & Zoning Commission Meeting

**Body in Motion P.T., LLC
1637-1639 Barclay Blvd**

Attachment: Ordinance (O-2024-63 : Approve a Special Use for a Health Club in the Industrial District at 1637-1639 Barclay Blvd)



Body in Motion PT
Narrative
 Sara Miranda – Owner

General Business Description

Founded in 2013 by Sara Miranda, Body in Motion PT is one of the North Suburbs' premier private instruction fitness studios. For over 35 years, Sara has been helping athletes of the surrounding communities focus on targeted training to enhance athletic performance, grow individual skill, and focus on injury prevention.

Through personalized routines that focus on science based results, Sara has been able to combine proven athletic concepts and modern recovery technology to maximize the athletic ability of her clients, who include Justin Fields, Roquan Smith, and Jay Cutler.

The results of her dedication have been seen both on and off the field. With clients ranging from high school athletes on their way to Division 1 scholarships, to professionals in the major leagues working toward their next championship ring, Body in Motion has been helping all those with an active lifestyle to improve their athletic ability and longevity.

Hours of Operation

Hours of operations for Body in Motion will mirror those of their existing location. Personal appointments will be available from 7:00am – 7:00pm, Mondays through Fridays, and 8:30am – 12:00 pm on Saturdays. Body in Motion will be closed on Sundays.

Sunday:	Closed
Monday:	7:00am – 7:00pm
Tuesday:	7:00am – 7:00pm
Wednesday:	7:00am – 7:00pm
Thursday:	7:00am – 7:00pm
Friday:	7:00am 7:00pm
Saturday:	8:30am – 12:00pm

Body in Motion also recognizes a number of religious and federal holidays, such as New Years Day, the Fourth of July, Labor Day, Thanksgiving, and Christmas, and therefore will be closed on said holidays.

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Total Number of Employees

Due to the personalized and appointment only nature of Body in Motion's business, there are no need for a large number of employees. Body in motion supports a staff of just two full-time personal trainers, and one part-time employee.

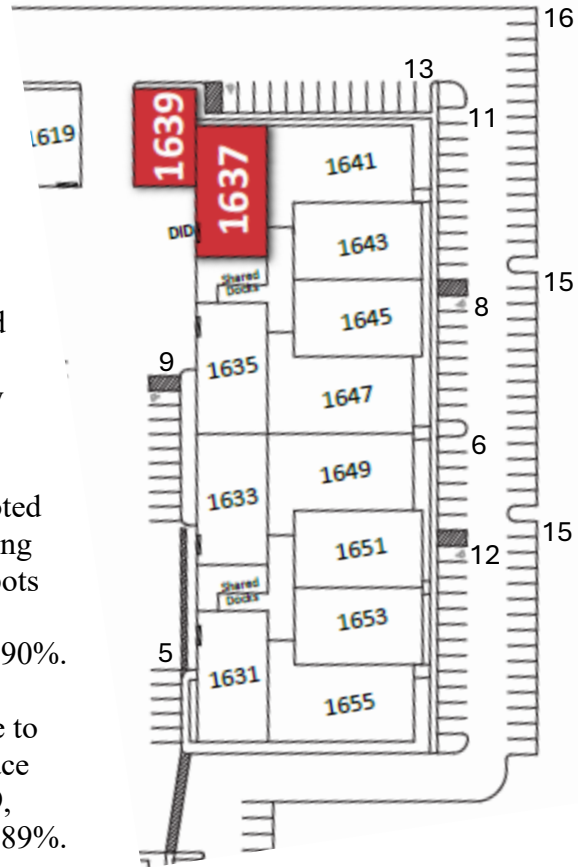
Total Number of Parking Spaces Provided

Due to the personalized and by appointment only standard of the Body in Motion business practice, clients are evenly spaced out throughout the day. This allows for a steady and consistent flow of clients using the allocated parking spaces.

With 2-3 employees at any given time, the most clients that would ever be on premises would also be 2-3. No more than 6 total parking spaces would ever be used at any given time for the Body in Motion Facilities.

The building has 110 parking spaces, as noted by the adjacent site plan, with the number of parking spots labeled for each parking tree. 110 parking spots averages 8.46 parking spots per unit (13 total), of which Body in Motion would only use at most 70.90%.

With a GLA of 42,733sf, this would equate to one parking space for every 389 square feet of space leased, or 8.97 parking spaces for units 1637-1639, which Body in Motion would only use at most 66.89%.



Expected Improvements to be made to the site or interior of the building

Expected improvements to spaces will be minimal at best. As far as any changes to the layout of the space are concerned, there will be none. The current offices, bathrooms, and warehouse space are ideal for a use like that of Body in Motion, and is part of the reason for selecting this site. No Demolition or construction will be done to the space.

For the warehouse portion of the space, Body in Motion will plan on reusing their existing gym flooring from their current location and having it installed here. The flooring is a

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rubberized material that is easily and quickly installed with no major contracting needs or specialized, harmful, or disruptive installation methods required.

There will also be some minor cosmetic adjustments to the space, no more intensive than painting, decoration, and moving in trade fixtures, such as computers, workout equipment, and recovery equipment. All of which does not require any specialized power ratings or engineering.

Thank you for taking the time to review my narrative on Body in Motion PT. I know any time a special use is required for new business a lot of questions inevitably come up, and members of the community have concerns. I hope I have thoroughly answered any questions and put to rest any concerns you may have. Please feel free to reach out should there be any that I did not, I am happy to discuss further about why I believe Body in motion will make a great addition (again) to the Buffalo Grove community.

I look forward to hearing back from you, and to an exciting journey once again becoming a member of the Buffalo Grove business community.

Best regards,

Sara Miranda
Owner
Body in Motion PT
(847) 840-4287

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VILLAGE OF BUFFALO GROVE



During your testimony at the Public Hearing, you need to testify and present your case for the Special Use being requested. In doing so, you need to address the six (6) Special Use Standards listed below:

SPECIAL USE STANDARDS

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

Response: Our passion here at BIM is for helping individuals in there fitness related endeavors. We take special care of our clientele by paying attention to detail and generally caring about the results. Your results are what drive us to be better. In 13 years in the business of personal training we are proud to say that our safe environment has provided everything you need to achieve success.

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

Response: Body in motion is a fitness studio that has a core value to serve the community by providing safe, healthy fitness programs that improve the quality of life and well-being of the Buffalo Grove community.

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

Response: Body in motion is a fitness studio that specializes in one and one personal training. The equipment used and the fitness programs all take place indoors in this property. Due to the fact that we train one on one with our cliental there is minimal arrival and departure traffic creating a peaceful environment for neighboring business.

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

Response: All of body in motion personal training sessions takes place indoors. Having the rubber gym floor absorbs any foot traffic or equipment noise which will not interference and affect any neighboring businesses own development.

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

Response: Body in motion will have electric and gas utilities that comply with the property and buffalo grove village codes.

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

Response: Parking spaces will be allocated to this property to cover the potential total amount of personal trainers and there perspective client attending a single visit which will minimize any traffic congestion.



Body in Motion PT
Parking Analysis
 Sara Miranda – Owner

Thank you for taking the time to review our parking analysis regarding parking needs at 1637-1639 Barclay Blvd. We understand there are many questions and concerns regarding parking availability when any recreational facility looks to secure a special permit for a potential location at a property zoned for industrial and flex space type uses.

In this analysis, we will be reviewing the property in which we are applying for a special permit, parking capabilities of said property, Body in Motion's parking needs, and implications of our parking needs on the parking capacity of the property as a whole.

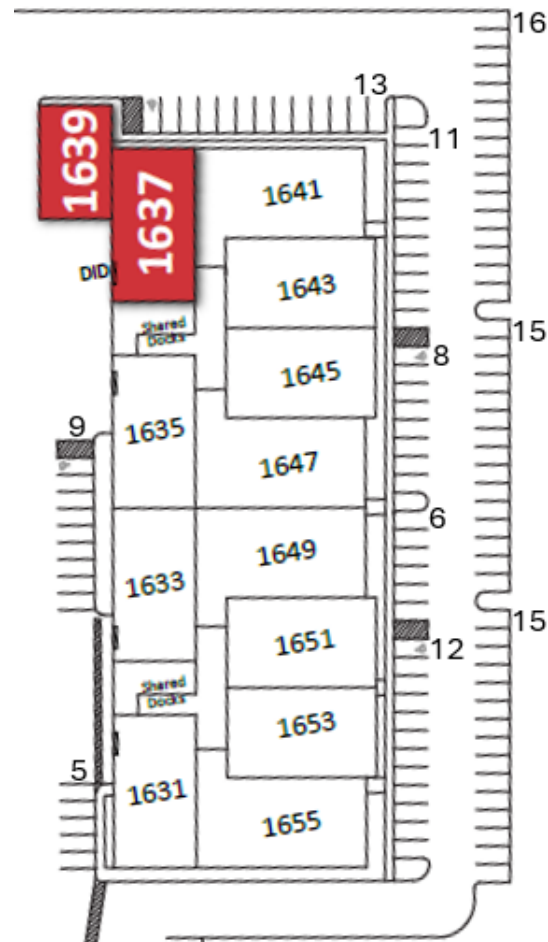
First, let's begin by examining the property in which we are looking to open our business and will be applying for a special permit for. The property is located at 1631-1655 Barclay Blvd. Buffalo Grove, IL 60089, and is a 42,773 square foot building that is part of the Buffalo Grove Commerce Park.

The subject property has 10 parking trees, with 110 parking spaces total, for a parking ratio of 2.57/1,000 square feet.

This parking ratio would equate to 8.97 parking spaces for units 1637-1639. However, we cannot use fractional parking spaces, so we will round down to the nearest whole parking space, giving us 8 spaces for the units in question.

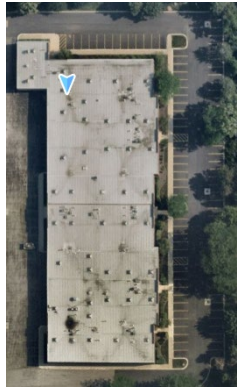
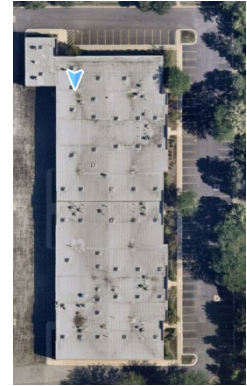
We could also average the number of parking spaces across the total number of units, regardless of square footage. This would equate to 8.46 spaces per unit ($110 \div 13$). Again, we will round down to the nearest whole parking space, leaving us with, again, 8 parking spaces.

Now that we can agree that 8 parking spaces is the reasonable and equitable number allocated to units 1637-1639, let's take into consideration the other tenant's parking usage.



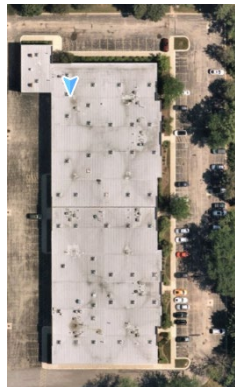
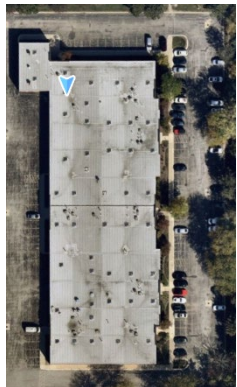
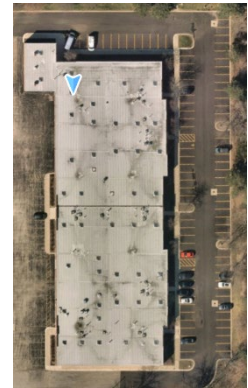
We have taken the liberty of compiling a number of historical satellite photographs to show historical use of the parking spaces at the subject property, in descending chronological order, for the past 2 years. Scaled copies of all the photographs will be included as exhibits at the end of the Parking Analysis for easier review.

The picture to the right (Exhibit B) was taken on Saturday, September 2, 2023. We can see that there are no visible cars in the photograph. We can, however, for the sake of argument, say that there are cars, and they are only parked in spaces covered by the shade or trees and therefore difficult to see. In this hypothetical instance, we can see, at the very least, 76 unobstructed and visibly empty parking spaces, mostly on the North, West, and interior East side of the building. So, we could assume that 34 parking spaces (30.90%) of the total 110 are being used, at the very most.



The picture to the left (Exhibit C) was taken on Monday, July 3, 2023. Again, we can see minimal use of the parking lot. Making the same assumption as in the previous example, there are 80 unobstructed and empty parking spaces, and therefore, at most, 30 parking spaces (27.27%) are being used. With that being said, we will recognize that given the date the photograph was taken, the day before the 4th of July, that many of the employees at the property were given off, and therefore, parking would be light.

Recognizing that the previous example taken the day before the celebration of our country's independence may not be the best example given the low workplace attendance, note the picture to the right (Exhibit D), which was taken on Friday, April 7, 2023. Here we can clearly see that there are 13 cars in the parking lot, using only 11.81% of the parking spaces provided. Again, this shows the low parking intensity of the other tenants at the property, therefore giving us reason to safely assume that the other tenants do not and will not require additional parking spaces, which would be further strained by a tenancy by Body in Motion.



Further examples provided to the left (from left to right) are aerial photographs taken on Monday, October 3, 2022 (Exhibit E), and Thursday, July 14, 2022 (Exhibit F). Here we can see that the number of parking spaces visibly empty are 39 (35.45%) and 57 (51.81%), respectively.

We would also note that in the historical evidence provided, there are never more than two cars parked in the North side parking tree of 13 spaces, which would be the closest and most likely spaces Body in Motion's clients would use.

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Now that we are in agreement that no other tenants need an excessive amount of parking spaces beyond the proportional share provided to tenants, and historical evidence supports a sizable amount of vacant parking spaces at any given time, we know that there is no concern that parking is already at, or even close to capacity.

Let's see how the parking needs of Body in Motion compare to the parking provided at the subject property.

While being classified as a recreational facility that falls in the fitness category may sound like a commercial gym, we need to first get a better understanding of what the Body in Motion business actually is, and isn't, to thoroughly understand their parking needs.

Body in Motion is a private, appointment only, client based fitness studio that specializes in personal training, physical therapy, sports training, and offers recovery services to their clients. These services are provided by 2 full time and 1 part time staff members. A further in depth review of the business can be found in the Narrative provided in our submittal package.

What Body in Motion is not, is a commercial style gym where customers come and go as they please at any hour of the day, any day of the week. Body in Motion should not be compared to a commercial membership based gym, like an Anytime Fitness or Orange Theory, because Body in Motion is not a low overhead health club where you find a large room with some equipment scattered throughout and customers left to their own devices.

Body in Motion, being client focused for a personalized training experience, is by appointment only. Therefore, Body in Motion staff know exactly who is coming, when they are coming, and how long they are staying. Being client focused for personalized training, Body in Motion only sees a small number of clients throughout the day as well.

With only up to 3 staff members, there would only ever be up to 3 clients. It is important to note that the part time 3rd employee is only scheduled on Saturdays, therefore only up to 3 clients using 6 parking spaces would be during Saturdays only, a day when little to no other employees are even on site.

It is important to note that peak hours for Body in Motion are mornings and evenings, times before other employees arrive at the property and after they leave the property, further reducing any potential strain on parking.

Recalling our earlier discussion on the proportional and equitable distribution of parking spaces for each unit, rounded to 8 for both methods, we can see that even at peak hours where Body in Motion would have the most parking spaces taken up at any given time, they would still only use 75% of those allocated to them. Furthermore, this would only be on Saturdays, a time when other tenants are not on the premises.

After reviewing the parking capabilities of the subject property, current parking usage, Body in Motion's parking needs, and implications of our parking needs on the parking capacity

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of the property as a whole, we can safely determine that Body in Motion will not adversely affect the current parking resources at 1631-1655 Barclay Blvd. and there is no need for concern regarding a potential lack of parking at the property. In no conceivable realistic scenario would Body in Motion's parking needs become a detriment to the surrounding businesses, as the parking capacity of the property is more than capable of handling the additional parking needs of Body in Motion, whose needs are less than what would be allocated to any other business.

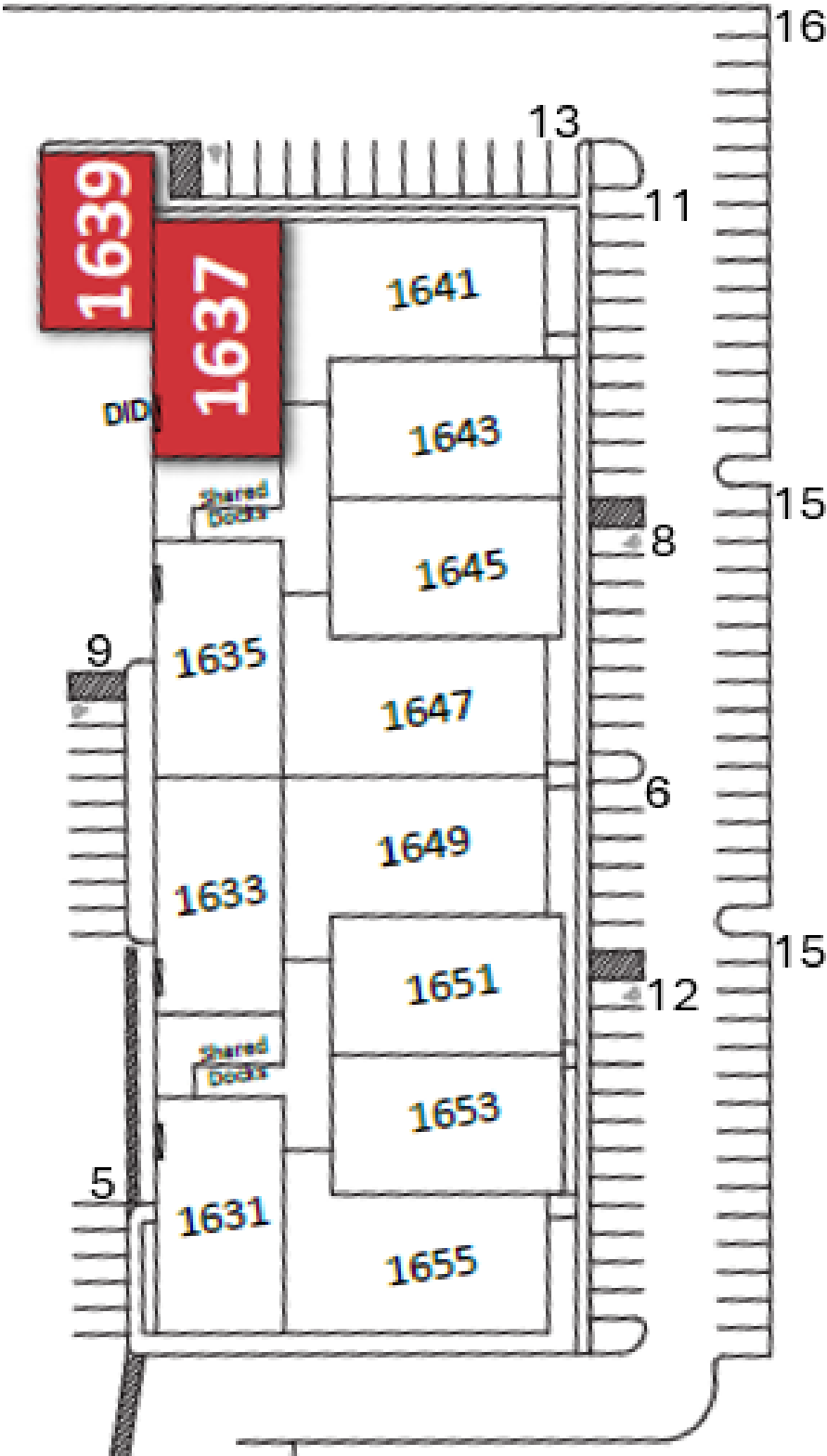
Thank you for taking the time to review my parking analysis for Body in Motion in regards to space at 1631-1655 Barclay Blvd. I hope I have thoroughly answered any questions and put to rest any concerns you may have. Please feel free to reach out should there be any that I did not, I am happy to discuss further about why I believe Body in Motion will make a great addition (again) to the Buffalo Grove community.

I look forward to hearing back from you, and to an exciting journey once again becoming a member of the Buffalo Grove business community.

Best regards,

Sara Miranda
Owner
Body in Motion PT
(847) 840-4287

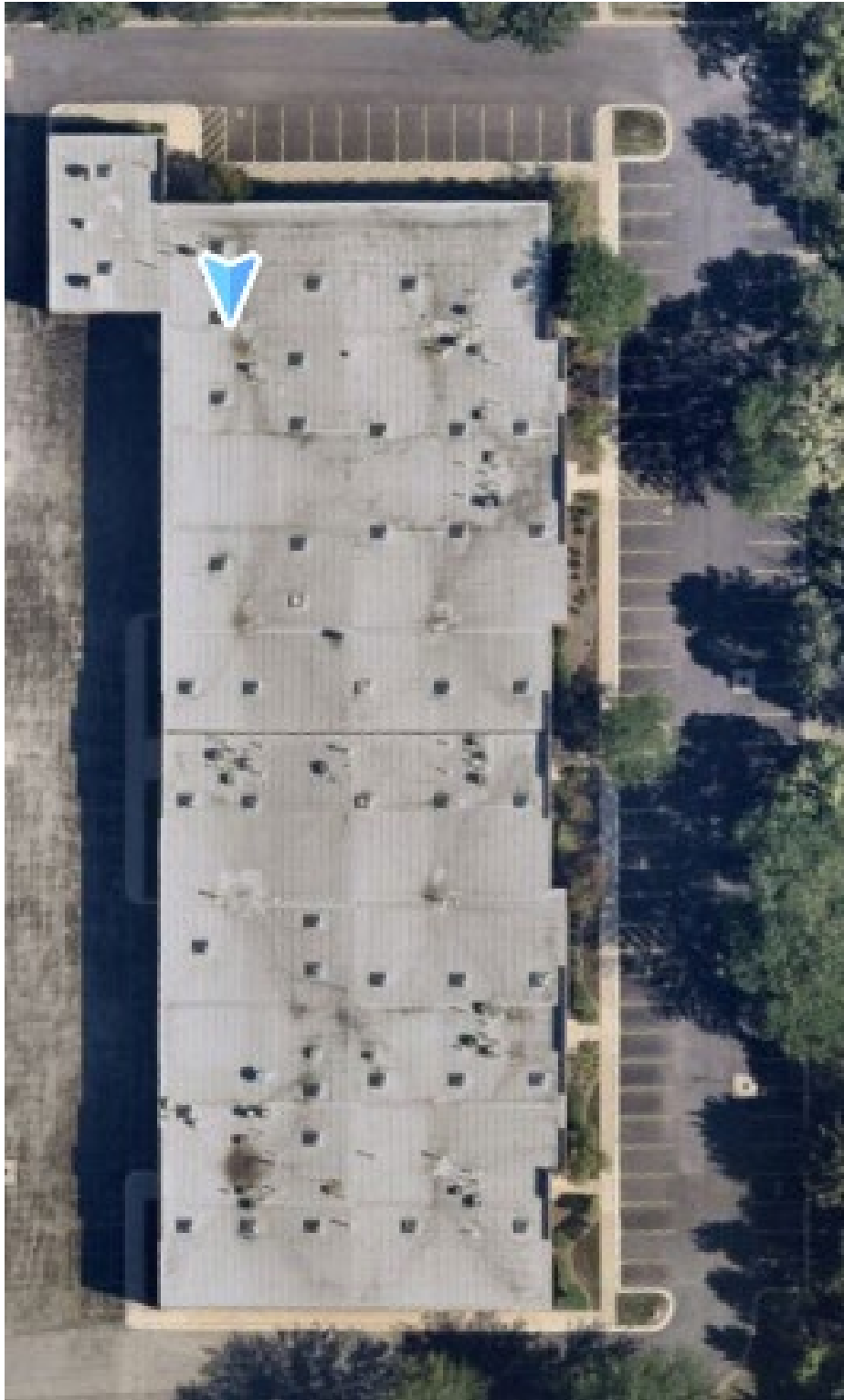
Exhibit A
Site Plan and Parking Field



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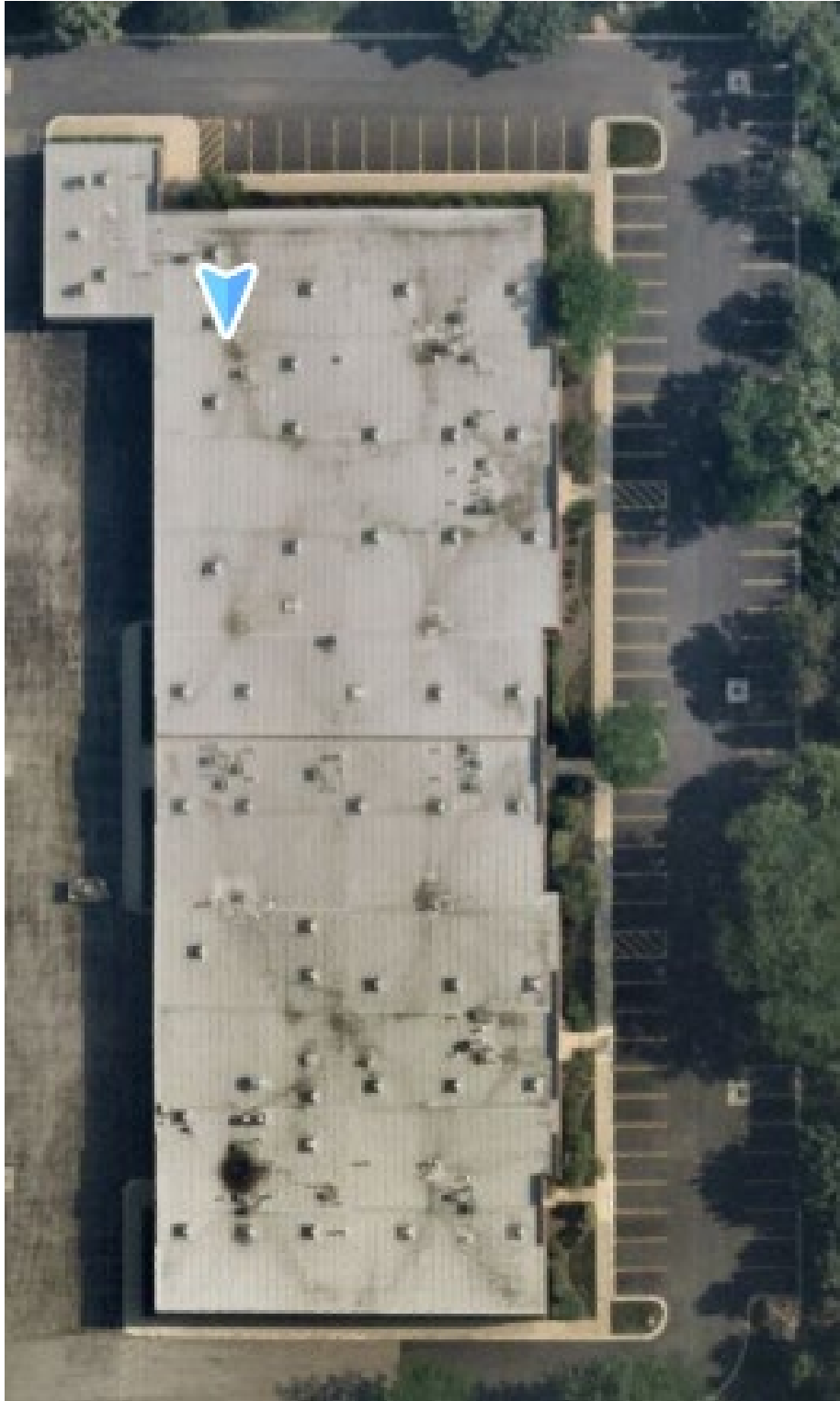
Exhibit B
Aerial Photograph of Used Parking Spaces
Taken Saturday, September 2, 2023



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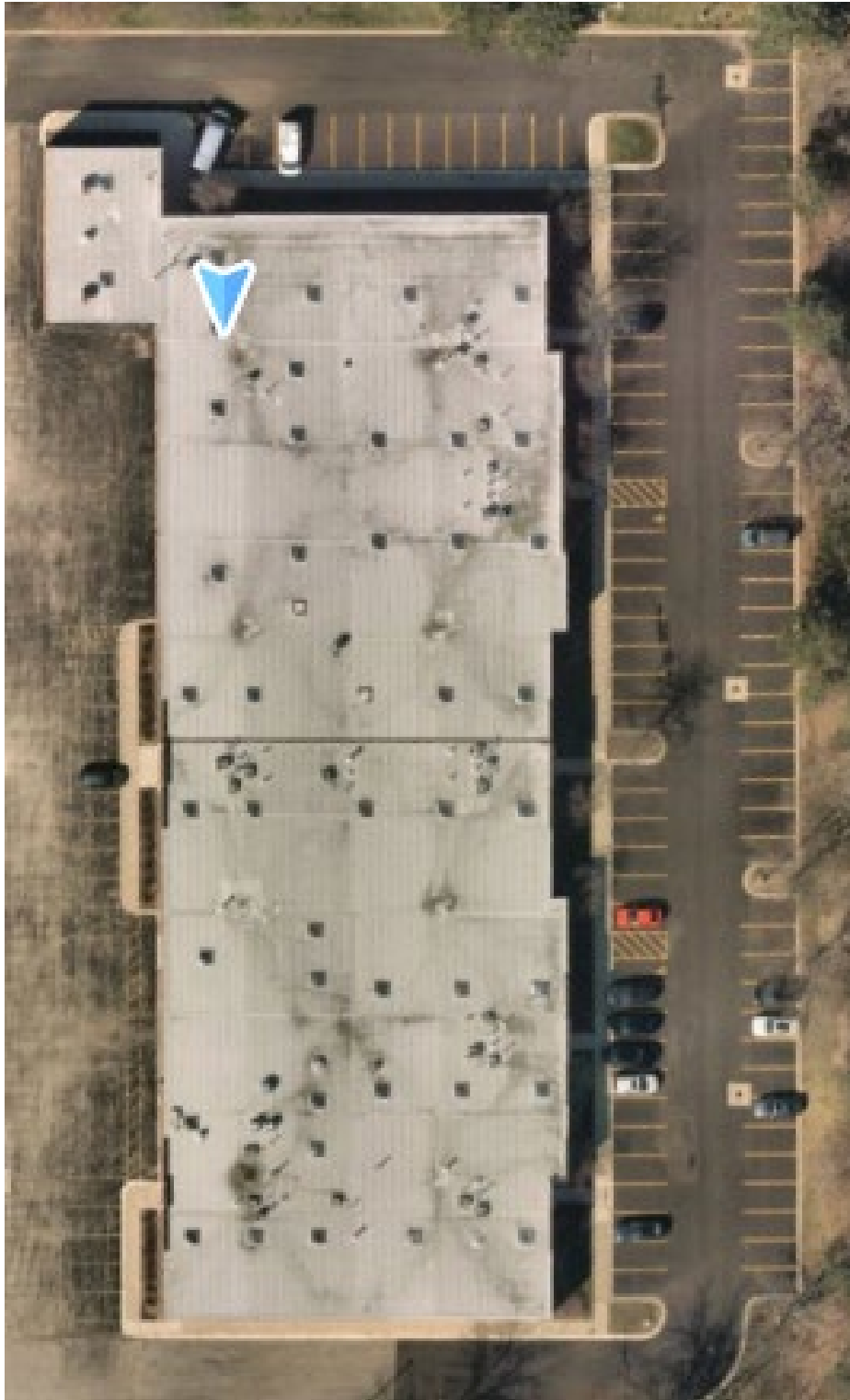
Exhibit C
Aerial Photograph of Used Parking Spaces
Taken Monday, July 3, 2023



Body in Motion PT
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542 West Campus Drive. Arlington Heights, IL 60004



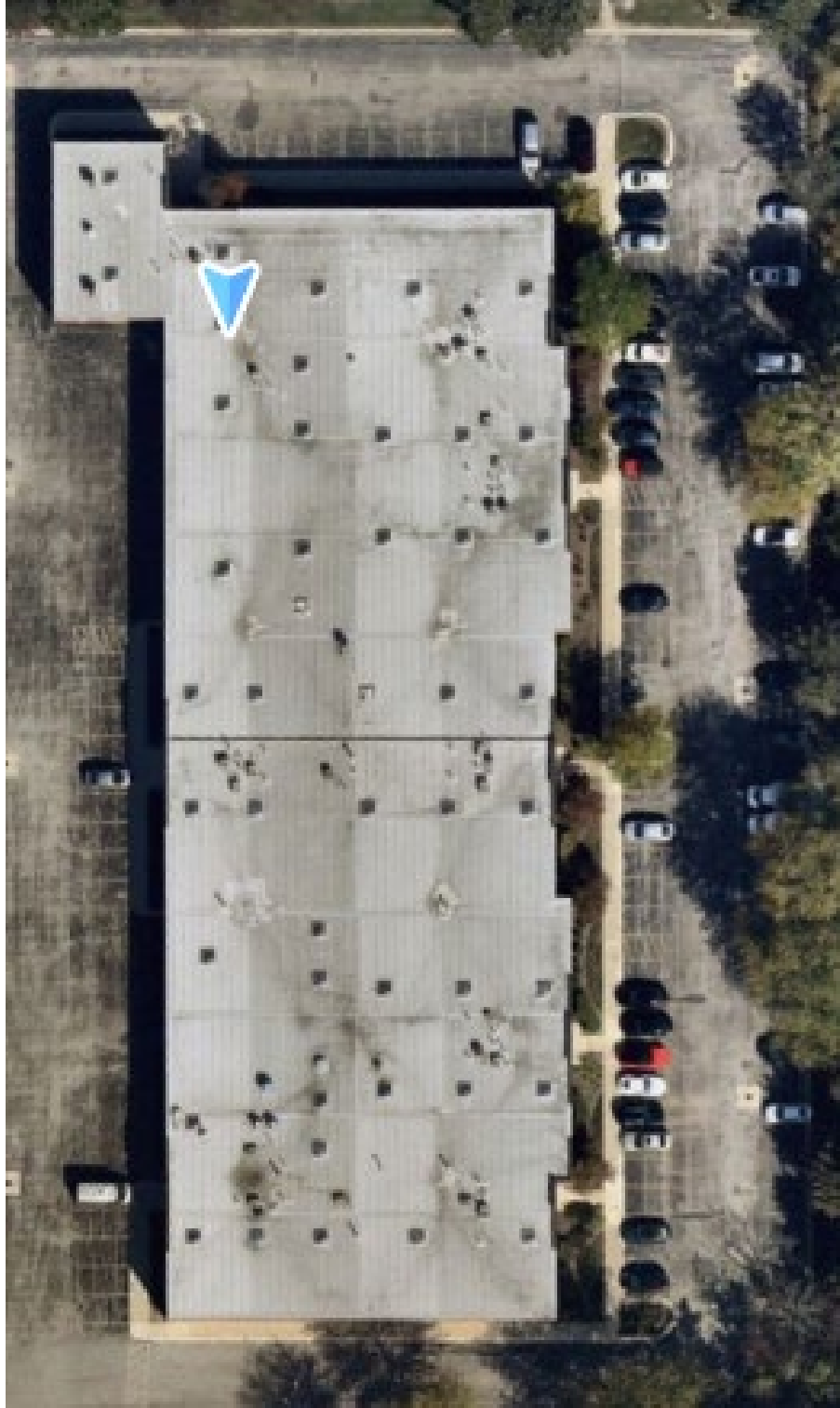
Exhibit D
Aerial Photograph of Used Parking Spaces
Taken Friday, April 7, 2023



Body in Motion PT
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542 West Campus Drive. Arlington Heights, IL 60004



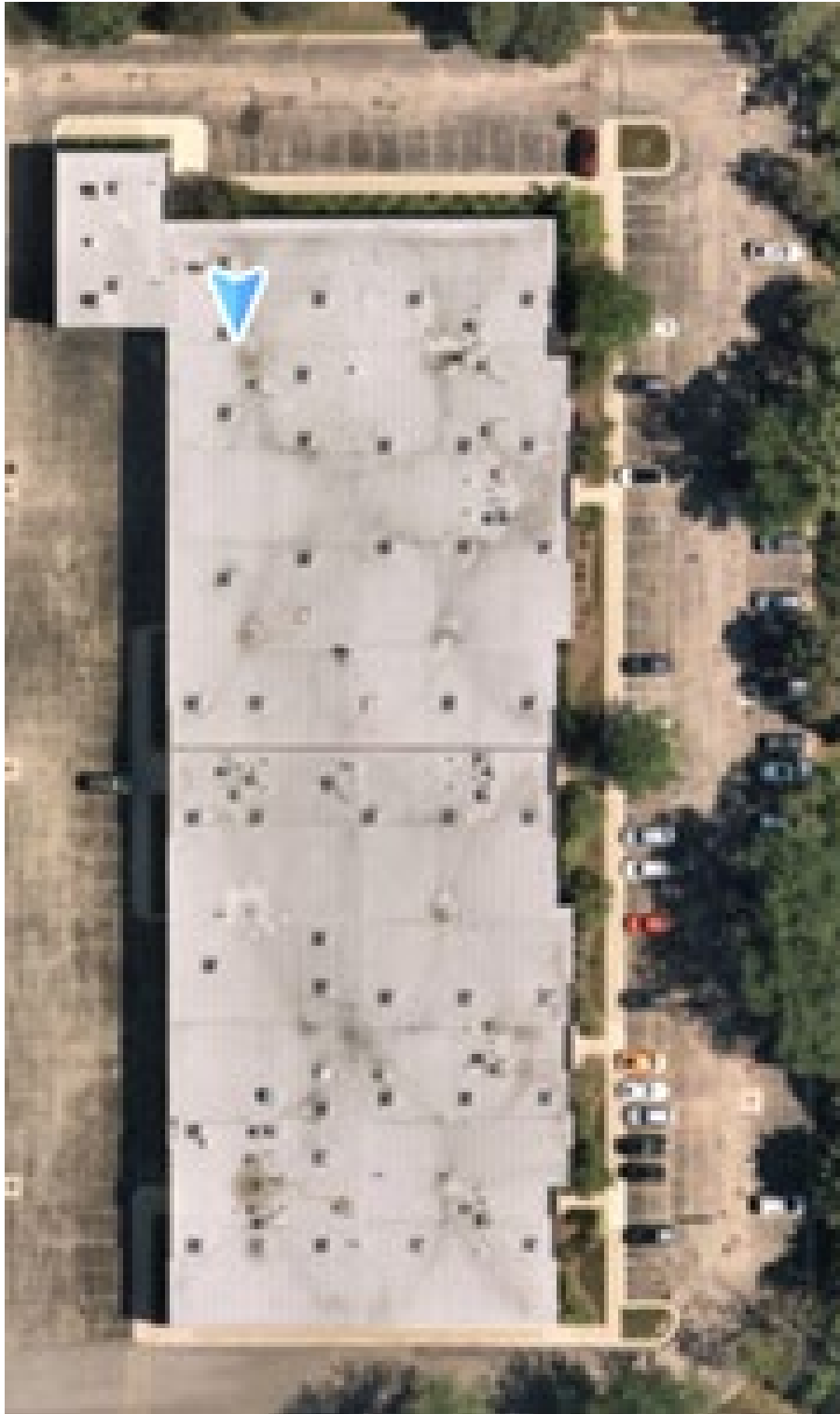
Exhibit D
Aerial Photograph of Used Parking Spaces
Taken Monday, October 3, 2022



Body in Motion PT
Personal Training | Physical Therapy | Sports | Massage
542 West Campus Drive. Arlington Heights, IL 60004



Exhibit F
Aerial Photograph of Used Parking Spaces
Taken Thursday, July 14, 2022



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542 West Campus Drive. Arlington Heights, IL 60004



Buffalo Grove Commerce Park

BARCLAY BLVD & APTAKISIC RD, BUFFALO GROVE, ILLINOIS

UNIT 1637-1639 | 3,492 SF

OFFICE AREA
50%

LOADING
1 Drive-In Door

AVAILABLE
Immediate

NET RENT
STO

TAXES
\$2.31

OPEX
\$1.72



BARCLAY BLVD

APTAKISIC ROAD

DID

OWNED & MANAGED BY

WESTMOUNT
REALTY CAPITAL, LLC

STOCKBRIDGE
CAPITAL GROUP, LLC

EXCLUSIVELY LISTED BY

NAL Hiffman
Commercial Real Estate Services, Worldwide

HIFFMAN
NATIONAL

One Oakbrook Terrace Suite 400

Oakbrook Terrace, Illinois 60181

hiffman.com

Packet Pg. 265

Contact

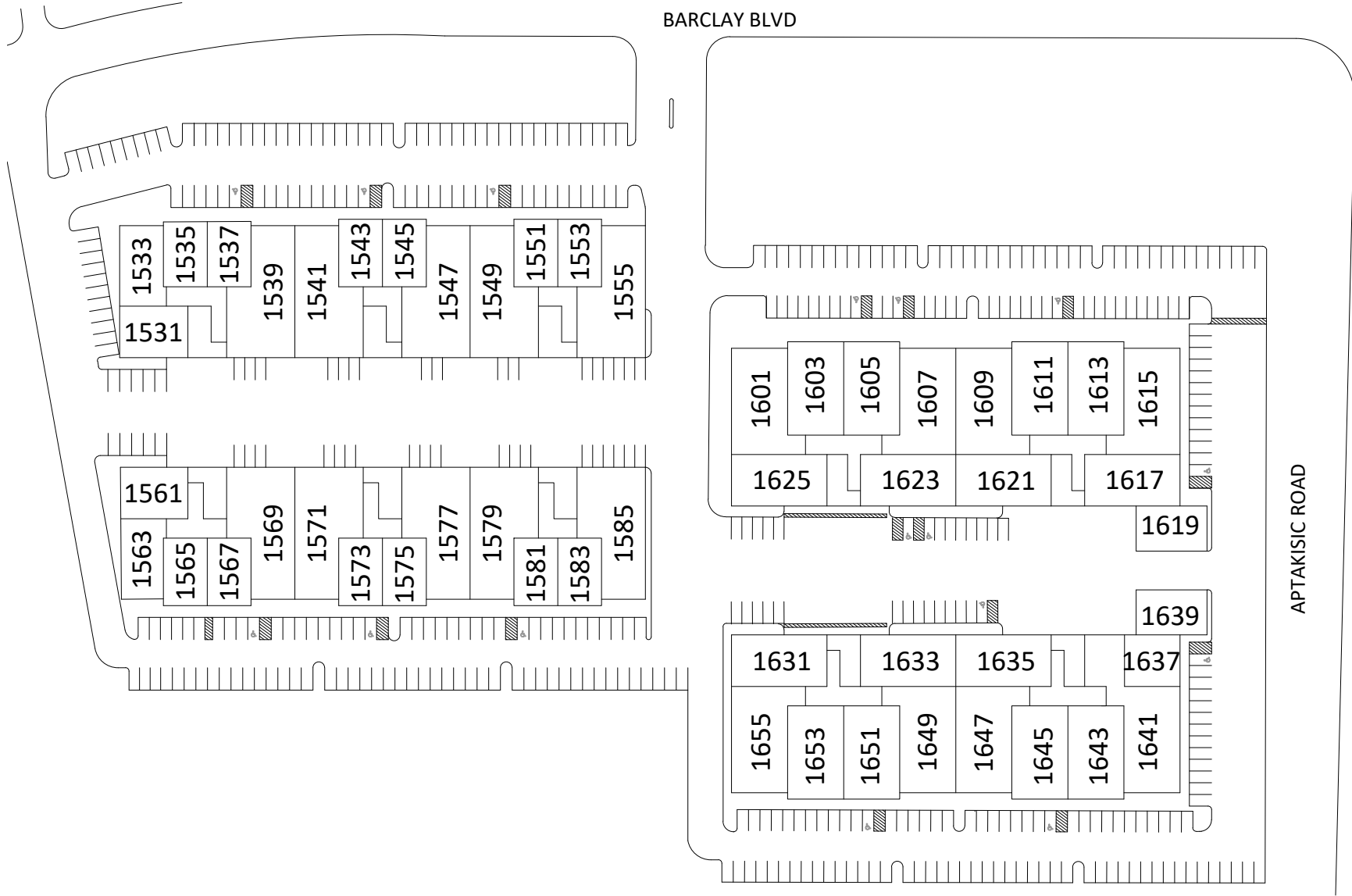
Mark Baumhart, CCIM

+1 630 691 0550

mbaumhart@hiffman.com

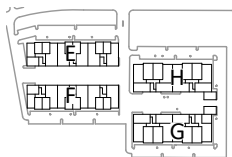
Attachment: Exhibit B. Plan Set (O-2024-63 : Approve a Special Use for a Health Club in the Industrial District at 1637-1639 Barclay Blvd)

1531-1639 BARCLAY BOULEVARD, BUFFALO GROVE IL 60089



0 40 80
scale: 1/128" = 1'-0"

SITE PLAN



PREPARED BY:

designhaus
architecture

860 lively boulevard elk grove village, illinois 60007
p: 847.593.5010 f: 847.593.5012 www.dhausarch.com

proj: 20.027
date: 01.13.21
rev: 02

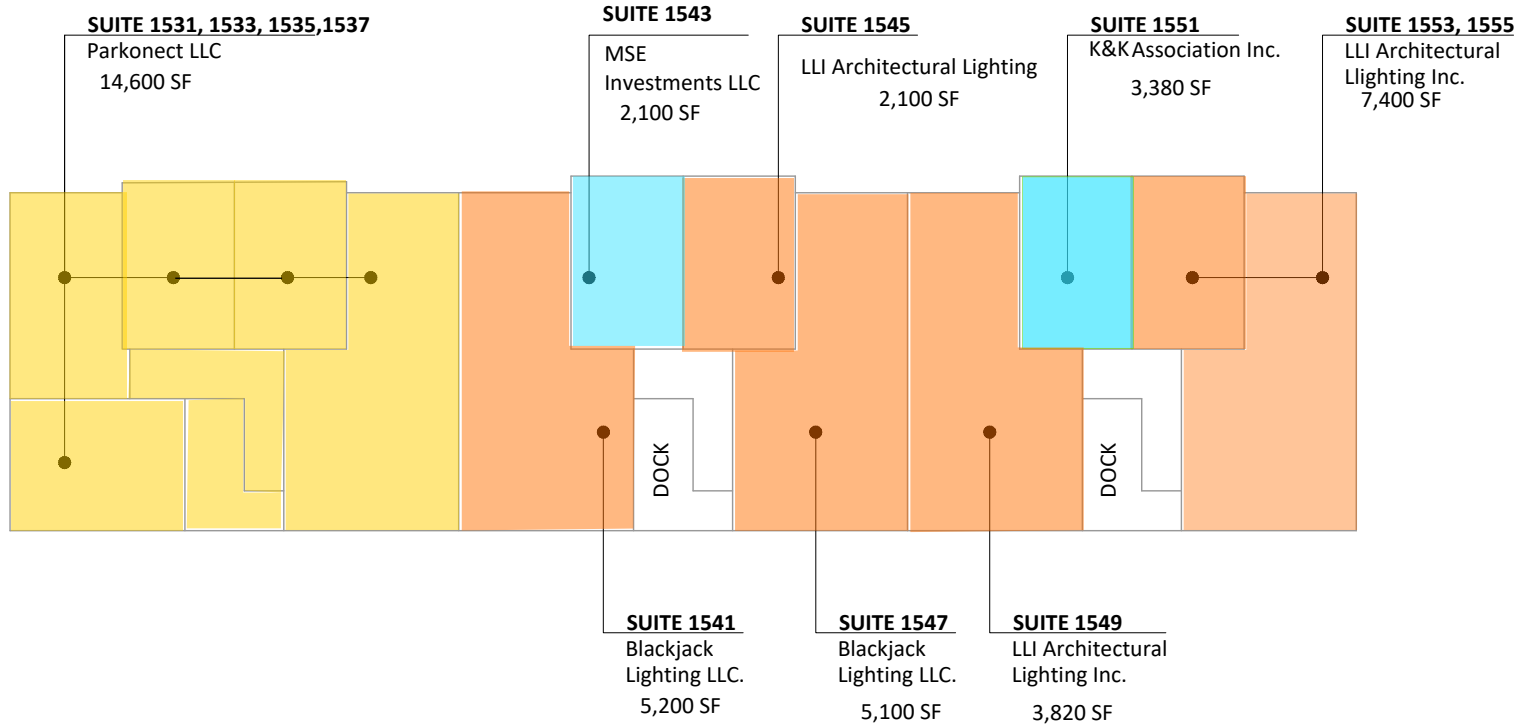
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Packet Pg. 266

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Attachment: Exhibit B. Plan Set (O-2024-63 : Approve a Special Use for a Health Club in the Industrial

1531-1555 BARCLAY BOULEVARD, BUFFALO GROVE IL 60089



LEASE TERMINATION YEAR

- 2024
- 2025
- 2026
- 2027 & LATER
- VACANT

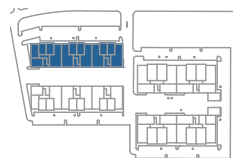
PREPARED BY:

designhaus
architecture

860 lively boulevard elk grove village, illinois 60007
p: 847.593.5010 f: 847.593.5012 www.dhausarch.com

proj: 20.027
date: 01.13.21
rev: 02

MK1.1
Packet Pg. 267



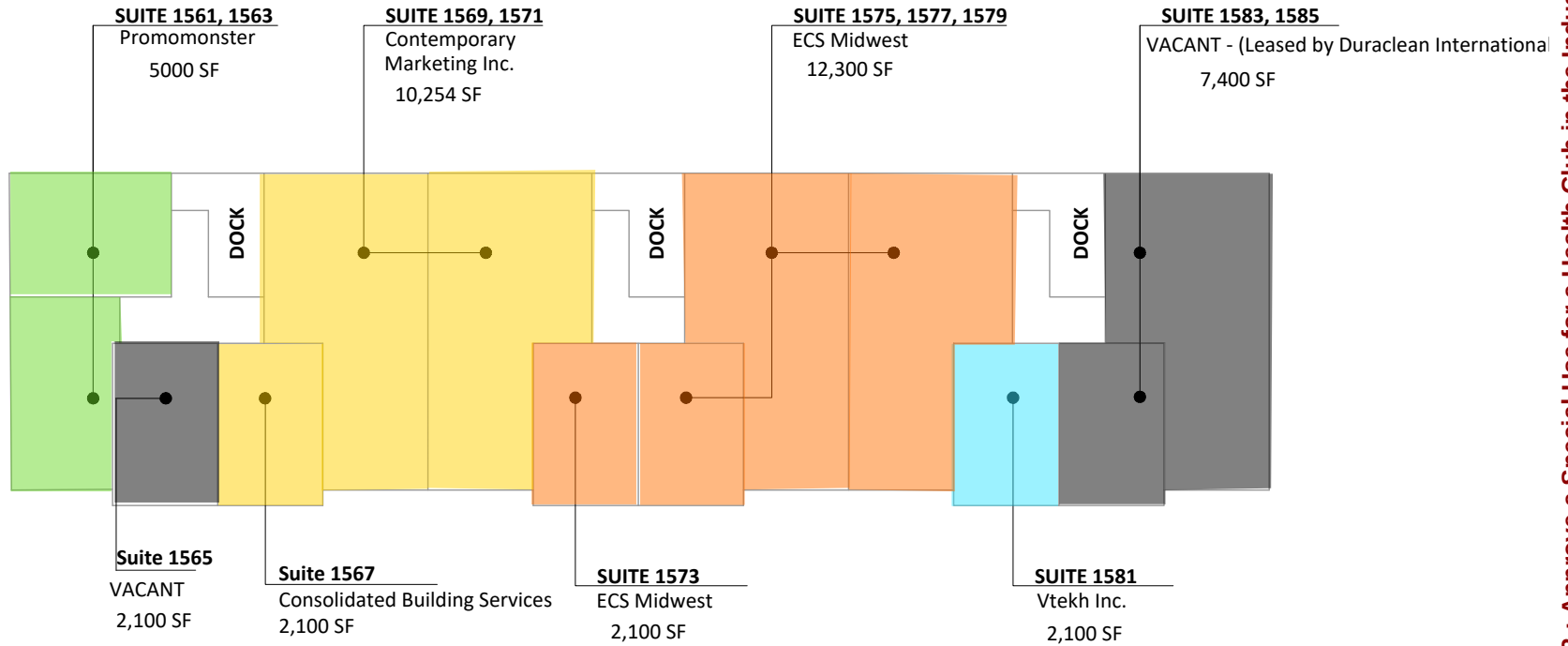
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BUILDING PLAN



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1561-1585 BARCLAY BOULEVARD, BUFFALO GROVE IL 60089



LEASE TERMINATION YEAR

- 2024
- 2025
- 2026
- 2027 & LATER
- VACANT

PREPARED BY:

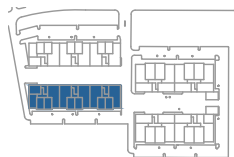
designhaus
architecture

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p: 847.593.5010 f: 847.593.5012 www.dhausarch.com

proj: 20.027
date: 01.13.21
rev: 02

MK1.2
Packet Pg. 268

WESTMOUNT
REALTY CAPITAL, LLC
TIME-TESTED



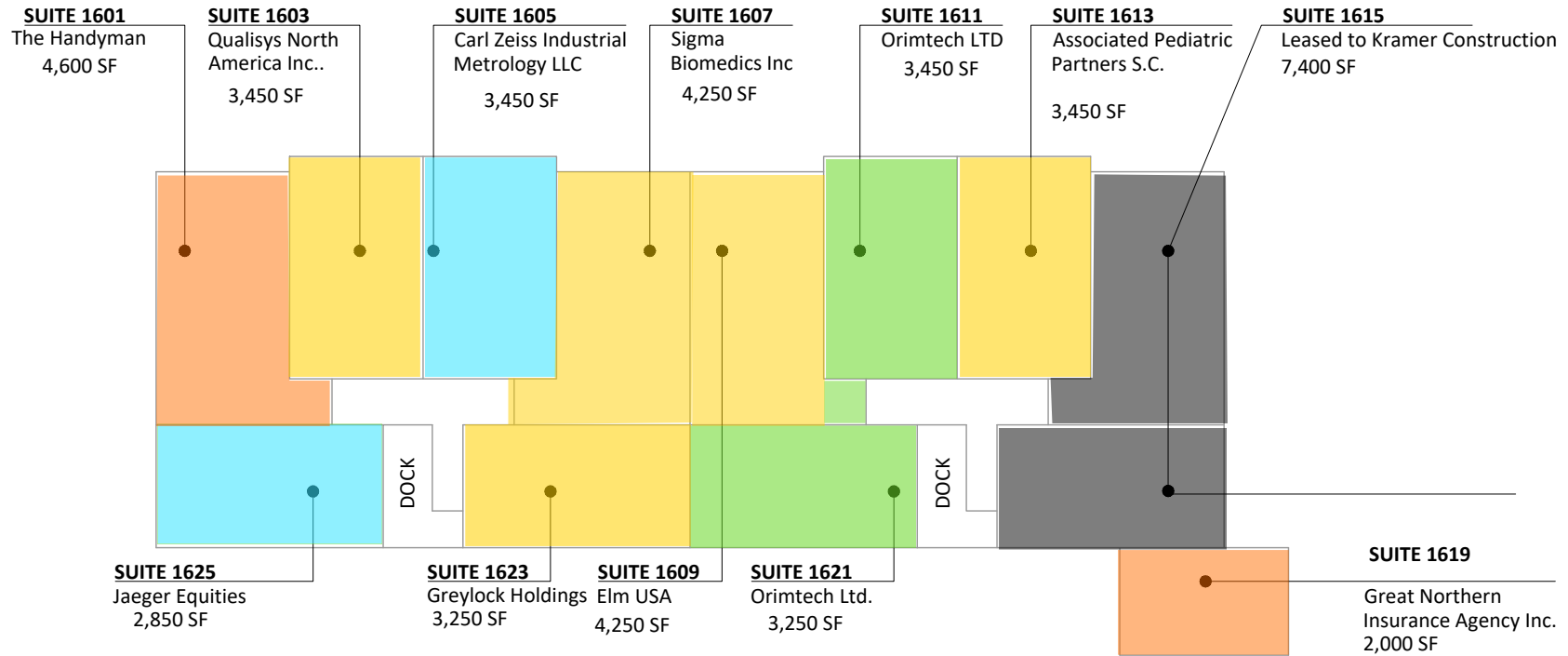
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BUILDING PLAN



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1601-1625 BARCLAY BOULEVARD, BUFFALO GROVE IL 60089



LEASE TERMINATION YEAR

- 2024
- 2025
- 2026
- 2027 & LATER
- VACANT

PREPARED BY:

designhaus
architecture

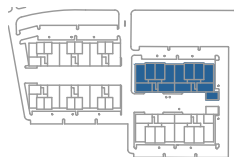
860 lively boulevard elk grove village, illinois 60007
p: 847.593.5010 f: 847.593.5012 www.dhausarch.com

proj: 20.027
date: 01.13.21
rev: 02

MK1.3

Packet Pg. 269

WESTMOUNT
REALTY CAPITAL, LLC
TIME-TESTED



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scale: 1/64" = 1'-0"

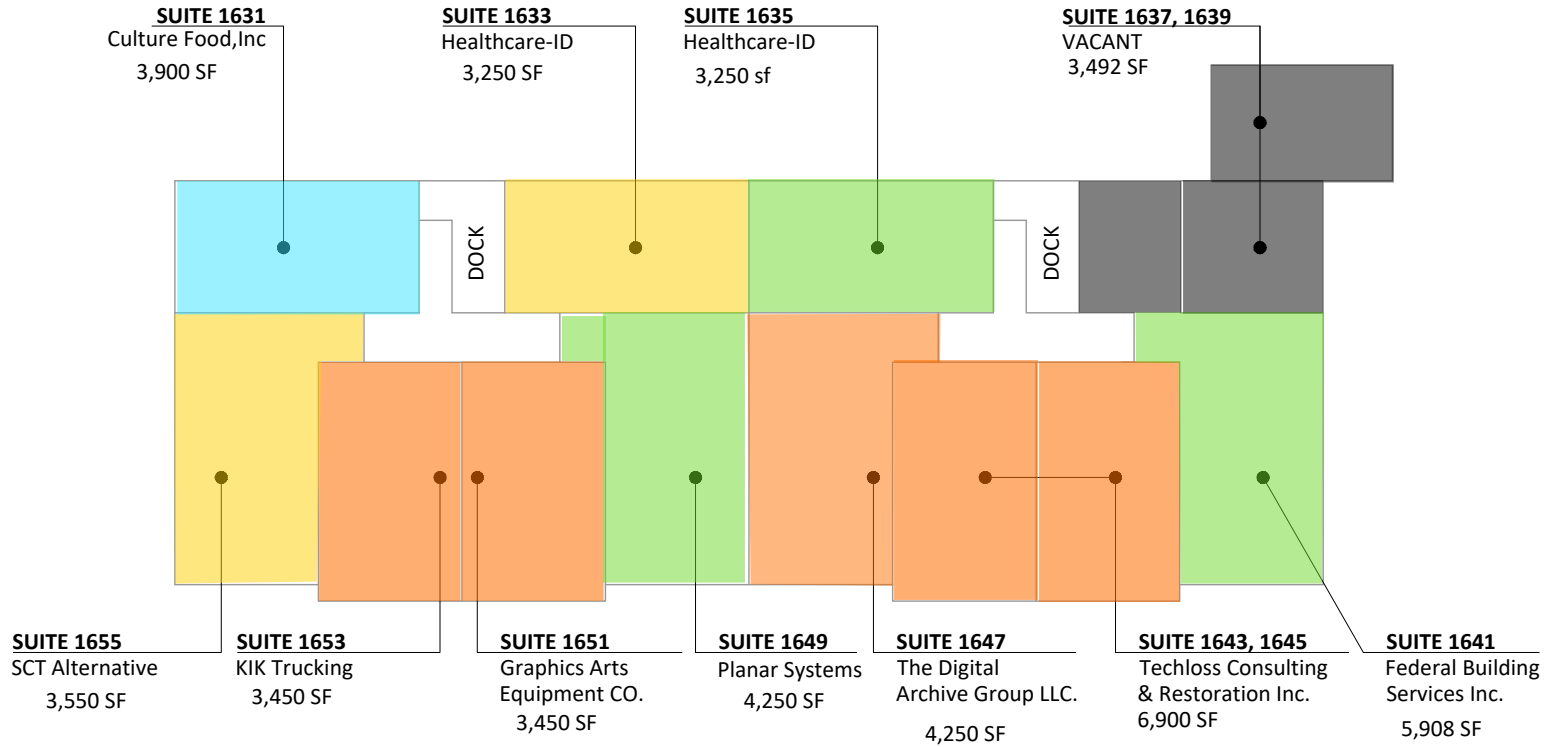
BUILDING PLAN



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1631-1655 BARCLAY BOULEVARD, BUFFALO GROVE IL 60089

Attachment: Exhibit B. Plan Set (O-2024-63 : Approve a Special Use for a Health Club in the Industrial



LEASE TERMINATION YEAR

- 2024
- 2025
- 2026
- 2027 & LATER
- VACANT

PREPARED BY:

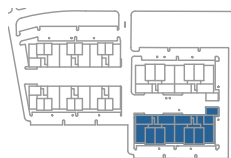
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p: 847.593.5010 f: 847.593.5012 www.dhausarch.com

proj: 20.027
date: 01.13.21
rev: 02

MK1.4
Packet Pg. 270

WESTMOUNT
REALTY CAPITAL, LLC
TIME-TESTED



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scale: 1/64" = 1'-0"

BUILDING PLAN



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05/15/2024

**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, MAY 15, 2024**

Call to Order

The meeting was called to order at 7:30 PM by Chair Mitchell Weinstein

Public Hearings/Items For Consideration

1. Consideration of a Petition for a Special Use to Allow a Home Daycare at 4 Brucewood Ct (Trustee Weidenfeld) (Staff Contact: Kelly Purvis)
Deputy Director Purvis, provided a background on the subject property and the request. The petitioners and homeowners, Michael Afolabi and Titilope Afolabi, were sworn in. Mr. Afolabi stated they are looking to provide a daycare for 8 to 10 children and has been residing on the property for 4 years. His wife has a strong affection for children and they also have a child of their own. Due to the unavailability of daycare facilities in Buffalo Grove, they decided to establish their own daycare to address the need for childcare in the area. They are open to suggestions on minimizing noise disturbances and plan to have the children play outside for only an hour, between 10 and 11 in the morning. Mrs. Afolabi further indicated that they intend to walk the kids to the park regularly for additional outside playtime.
Com. Moodhe asked Staff if there was any major issues with the inspections that were completed.
Purvis stated that there were standard items that were concerns during the first inspection such as the fence gate, smoke detectors and water temperature for hand washing. She stated that the second inspection all the items were addressed.
Com. Moodhe asked if most other home daycares are in residential neighborhoods.
Purvis confirmed.
Com. Moodhe asked if commercial daycares are located in commercially zoned districts.
Staff provided zoning districts and locations for other commercial daycares located in the Village's Business Districts.
Com. Moodhe indicated that there is a detailed plan for emergencies and asked about driveway capacity.
Mr. Afolabi stated they have room for 8 cars within the driveway.
Com. Moodhe asked if they anticipate if all cars will come at once for drop-off or pick-up.
Mr. Afolabi said no.
Com. Davis asked if there was to be an influx of traffic and or number of cars coming to drop-off or pick-up their child, how do you plan to enforce the traffic restrictions?
Mr. Afolabi stated that they currently have space in the garage for two cars, but there is room for eight cars overall. He stated that they will communicate with the parents to

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park their cars in the driveway, leaving enough space to maneuver and ensuring that there will be room for as many cars as needed.

Com. Saxena asked staff what the main substance of the objections to the requested daycare were.

Purvis stated that the concerns were the noise of the children playing in the backyard, traffic issues, and the general use of a home daycare within the residential neighborhood.

Com. Saxena asked about how long the kids will be outside to play each day.

Mr. Afolabi stated that they will be outside for an hour each day, weather permitting, so the kids can enjoy the outdoors and limit the noise from the play in the backyard.

Com. Saxena asked how they plan to handle the noise from the neighbors.

Mr. Afolabi stated they are kids and will try their best they can to limit noise and are open to hear feedback from the neighbors regarding noise issues.

Com. Saxena asked, how will they plan to manage the safety of the kids while outside.

Mr. Afolabi stated that the yard has been inspected and has plenty of grass in the backyard with a fence. The kids will also be supervised.

Com. Saxena asked about putting signage up regarding the daycare.

Mr. Afolabi stated that the kids will be playing in the backyard so there is no need for signage. He stated that they have a safe space in the backyard.

Com. Saxena asked if they are planning to take in special needs kids.

Mr. Afolabi stated that they are new and have not been trained yet, but they could be open to it in the future.

Com. Au asked if they have clients already in mind or committed to the daycare.

Mr. Afolabi stated yes and no. They got asked about it by neighbors once they went through the state approval but have not heard from anyone as they have are working through the Village approval process for the daycare.

Com. Au asked staff if there have been any noise or violations with the existing or previous home daycares within the Village.

Purvis stated that there have not been any issues with noise or violations with existing or previous home daycares within the past 10 years.

Com. Worlikar asked the Petitioner if they will be adding 6 children to the daycare, since they already have 2 kids of their own to meet the maximum number of children within the Code of 8.

Mr. Afolabi said yes. He continued that the state requirements are more children than what the Village's requires so they will have a total of 8 children within the home.

Purvis provided the definition and requirements of a number of students within a home daycare per the Village requirements.

Com. Worlikar asked about the standards of when they are able to have the children outside.

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Mr. Afolabi stated that they have not come across that yet, but will not be letting the kids outside when it is too cold for them.

Com. Worlikar asked if they have two possible children for enrollment.

Mr. Afolabi stated it depends on when the daycare is approved by the Village.

Com. Spunt asked if the hour outside was going to be in the afternoon, if they had playground equipment, and if the primary spot within the house for the daycare will be in the basement of the home.

Mr. Afolabi confirmed.

Chairperson Weinstein asked about the process regarding the State Department of Children and Family Services (DCFS) license for a daycare and how long the process was.

Mr. Afolabi stated it was a long process that started about three years ago. The State required background checks on him and his wife and also asked a lot of questions regarding the reason for the daycare and why they wanted to open a home daycare.

Chairperson Weinstein asked if there were one or more inspections done on the house by the DCFS.

Mr. Afolabi stated there was more than one inspection done by the DCFS.

Chairperson Weinstein asked if there was more than one inspection done by the Village.

Mr. Afolabi confirmed.

Chairperson Weinstein asked about hours of operation and asked if they plan to operate from 6:30 AM to 6:00 PM.

Mr. Afolabi confirmed.

Chairperson Weinstein asked the Petitioner if they fully understood the daycare criteria and would meet all the requirements listed in the Village Code and understood that they would have to renew every two years for a daycare.

Mr. Afolabi confirmed they understand the requirements and the renewal of the license.

Chairperson Weinstein asked Staff if there were complaints regarding the daycare while the license was pending, what would typically happen.

Purvis stated it would be treated like any other property maintenance or nuisance complaint that the Village received. The Village would out our property maintenance inspector and they would receive a notice of violation. They would be given a specific amount of time to correct that violation and then go through the adjudication process if things were not corrected. She continued that during the two-year period, the Village could also rescind the license if there were ongoing issues.

Chairperson Weinstein asked how long the Petitioner has lived in the house.

Mr. Afolabi said for four years.

Chairperson Weinstein asked, prior to submitting the petition for the daycare, if they approached or asked any of their neighbors about their plans.

Mr. Afolabi said they talked to two neighbors near their home about their plan and they had no issues with it.

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Rachel Erlichman, 14 Crestview Terrace, and Marc Erlichman, 14 Crestview Terrace, were sworn in.

Mrs. Erlichman stated that she lived in her home for 32 years. She continued that out of all her neighbors, she is the youngest one at 61 years old. She mentioned that most of her neighbors are around the age of 80-90 years old. She continued that she had been in contact with Kelly Purvis regarding the Special Use process and told her that she would recommend people to come to the meeting. However, she stated that most of her neighbors are old and didn't want to come out. So she has a signed petition from the ten neighbors whose yards touch the rear yard of the subject property and stated that nobody wants a daycare. She stated that many neighbors have been in their homes since they were built and raised their children together, and they do not want this business in their area or any other business in the area. She stated that she noticed the last meeting was supposed to be on April 17 and noticed the next day, there was a trampoline in the backyard of the property. She stated that all surrounding properties don't want this business. She stated this is nothing personal as she has raised three children of her own but noted that having the kids inside for 12 hours and only outside for 1 hour is ridiculous. She stated that this daycare is not a feasible option, particularly in this area due to the age of the residents in the area that range from 60 to almost 90 years old. She continued with another issue with the cul-de-sac is that the snow plow does not go through there, and the whole cul-de-sac will not be shoveled. She continued there is a whole school of issues that come up with this daycare with the driveways and the traffic created and safety issue of other properties.

Mr. Erlichman stated that this area is the original Buffalo Grove in 1957, and the houses were built residential, which is the intent of why they moved here. He stated that their main concern is the outside noise as the subject property is located in a cul-de-sac and impacts more houses than a normal residential home because of the central location. He stated that another issue is that the neighborhood is transitioning and has a couple houses in the area that he has some concerns about from a safety standpoint. He stated that 222 St Mary's is transient section 8 housing with eight plus men living in the home, which is a concern. He continued that 38 Crestview and 8 Crestview are also transient homes. He stated that he would like the neighborhood to continue to be a residential, quiet neighborhood. He said that he believes the kids should be outside for longer than an hour when it is a beautiful day outside.

Mrs. Erlichman stated that she has recently filed complaints with the village regarding property maintenance, but the village has not responded.

Chairperson Weinstein entered the photos and the neighbors' petition into the exhibit. The Commissioners reviewed the documents that were submitted.

Mr. Afolabi thanked everyone for their time. He continued that the trampoline in the backyard does move and is not static and has had friends come and use the trampoline. He continued that they are limiting the time outside to 1 hour due to the noise concerns from the neighbors. He stated that their neighbor is 80 years old and respects their ideas to have peace and accommodate their concerns.

Com. Spunt asked Staff if the Village does clear the cul-de-sac.

Binder stated that the road is a local road, and the Village is obligated to clear it of snow when a snow event occurs.

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Mr. Afolabi stated they never had problems with the cul-de-sac not being cleared of snow.

Com. Moodhe asked Staff that the DCFS has a restriction of 12 students for daycare and the Village has a restriction of 8. He stated that he grew up in Buffalo Grove, and his friend's house had 12 children in the home. He asked if the Village can control the number of children in a home.

Brankin stated that limiting people to having 12 kids is self-evident.

Com Davis moved for a positive motion recommendation, seconded by Com. Moodhe.

Com. Au was in favor of the motion as she stated it was a good idea. She stated that bringing children to the neighborhood is a great way to make sure people know that this is a friendly community with a playground nearby. She stated this is a great opportunity since there have been no previous issues or concerns from other similar home daycares in the past within residential districts in Buffalo Grove. In addition, since they passed all inspections and requirements of DCSF and the Village, she has no concerns.

Com. Davis is in favor of the motion. He stated this is a very easy thing to do off the books, but he appreciates the petitioner coming through the process.

Com. Saxena stated that he is in favor of the motion as the Petitioner has gotten all the correct approvals by the State and would be nice for the neighborhood to have kids around.

Com. Moodhe spoke in favor of the motion. He stated that his kids were in a home daycare for a number of years and understands how helpful they are. He stated that since they are going through the correct process, we know who they are and what they will do to comply with the regulations. He stated that having 8 children in a residential neighborhood is not a big deal and children playing in the yard is a good thing to have.

Chairperson Weinstein spoke in favor of the motion. He stated that he always will have concerns when neighbors of the surrounding property in question are concerned, but for him, it boils down to what the criteria and the rules and ordinances are and whether the petitioner has addressed them. He stated that, given both written and oral testimony, the evidence suggests that the criteria are met.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Moodhe, Spunt, Weinstein, Au, Worlikar, Davis, Saxena
ABSENT:	Kevin Richards

2. Consider a Zoning Variation for the Purpose of Constructing a Three-Seasons Room that Would Encroach into the Required 40-Foot Rear Yard Setback at 2280 Apple Hill Ct S. (Trustee Weidenfeld) (Staff Contact: Andrew Binder)

Associate Planner Binder, provided a background on the subject property and the request.

Zach Zielinski, the Petitioner, and Jia Cheng, property owner, were sworn in. Mr. Zielinski provided an overview of the request.

Com. Worlikar asked Staff if the request is similar other neighborhoods in the Village due to the rear yard setback that the PZC often reviews.

Binder stated that there is a precedent with these variation requests as most of them that we see are under 33% encroachment into the rear yard and most of them are

05/15/2024

related to a 30-foot setback variation. This request is within the 40-foot rear yard setback variation and is under the 33% requirements that allows the PZC to approve.

Com. Worlikar clarified that if this structure was a separate, accessory structure, it would be allowed outright without a variation.

Binder confirmed.

Com. Au asked if there has been any concerns from the neighbors regarding this proposal.

Binder stated that Staff has not received any calls or inquires regarding this request.

Com. Au asked if the Petitioner has talked to their neighbors about the proposed addition.

Cheng stated yes, and she said she had one of her neighbors come to the meeting.

Com. Saxena asked that since the sunroom can't be flipped or rotated because of the chimney, even if the sunroom is adjusted, it still would need a variation.

Binder confirmed.

Dr. Todd Spohnholtz, of 2270 Apple Hill Ct, stated that he is present to support the request. He stated that his next door neighbor did the neighborly thing and gave him a heads up on what they are looking to do. As a homeowner for 15 years, he stated that he enjoys the view of his neighborhood and the proposed request is minimal and he has no issue with the requested addition.

Com. Davis moved to grant the variation. Com. Worlikar seconded the motion.

Chairperson Weinstein talked about the criteria and stated that the request is a minimal intrusion into the rear yard setback, is not affecting anybody, and does not affect the neighborhood in any negative way.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Moodhe, Spunt, Weinstein, Au, Worlikar, Davis, Saxena
ABSENT:	Kevin Richards

3. Consider a Special Use for a Health Club in the Industrial District at 1637-1639 Barclay Blvd (Trustee Weidenfeld) (Staff Contact: Andrew Binder)

Associate Planner Binder, provided a background on the subject property and the request.

Chairperson Weinstein stated that he does know the Petitioner, as his daughter shadowed Sarah for a summer in her physical therapist business to gain some experience in physical therapy hours. He stated there is no conflict.

Brankin confirmed that there is no conflict.

Associate Planner Binder, provided a background on the subject property and the request.

Chairperson Weinstein stated that he does know the Petitioner, as his daughter shadowed Sarah for a summer in her physical therapist business to gain some experience in physical therapy hours. He stated there is no conflict.

05/15/2024

Brankin confirmed that there is no conflict.

Sara Miranda, the Petitioner, provided an overview of her business operations.

Com. Moodhe asked if the new business would be in addition to her business in Arlington Heights.

Ms. Miranda stated no, that they are moving their business to Buffalo Grove and she is leaving her Arlington Heights location which is also located in an industrial area.

Com. Moodhe asked if they have had any problems with her existing business in an industrial area.

Ms. Miranda said not at all and indicated that her business is not one that requires a storefront. She stated that she used to be in a storefront in Buffalo Grove and likes the industrial area as her business is more of a destination. She talked further about the low impact of her business having one-on-one physical therapy.

Com. Moodhe asked if Staff has seen any issues with these types of businesses in the industrial area.

Binder stated he has not been aware of any issues with these businesses in the industrial area as he stated they kind of blend in and don't have any impact on the surrounding businesses.

Com. Spunt asked if business will have more space in Buffalo Grove compared to their current location.

Ms. Miranda stated no, they are downsizing and are moving due to new owners of her existing space.

Com. Davis made the motion to recommend approval. Com. Moodhe seconded the motion.

Com. Moodhe spoke in favor of the motion as recreational uses fit into the industrial area.

Chairperson Weinstein agreed and spoke in favor of the motion due to the low traffic impact and low number of clients and employees.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Moodhe, Spunt, Weinstein, Au, Worlikar, Davis, Saxena
ABSENT:	Kevin Richards

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - May 1, 2024 7:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Moodhe, Spunt, Weinstein, Au, Worlikar, Davis, Saxena
ABSENT:	Kevin Richards

Chairman's Report

None

Committee and Liaison Reports

05/15/2024

None

Staff Report/Future Agenda Schedule

Staff provided an update regarding the upcoming PZC schedule.

Public Comments and Questions

None

Adjournment

The meeting was adjourned at 9:06 PM

Kelly Purvis

APPROVED BY ME THIS 15th DAY OF May, 2024

Mitchell Weinstein, Commissioner



**Ordinance No. O-2024-64 : Chastain Development Inspection
Contract Amendment**

Recommendation of Action

Staff recommends approval.

Summary: Staff recommends approval of a time & material contract with Chastain & Associates LLC for development inspection services for an updated limit not to exceed \$117,000.

ATTACHMENTS:

- Chastain Memo (DOCX)
- Chastain Ordinance (DOCX)
- Amendment #1 to PSA for Development Inspection Services (PDF)

Trustee Liaison

Stein

Staff Contact

Kyle Johnson, Engineering

Monday, June 17, 2024

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: June 13, 2024
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Deputy Public Works Director/Village Engineer
SUBJECT: Development Inspection Services Contract Adjustment

Staff Recommendation

Staff recommends approval of the time and material contract adjustment for Chastain & Associates LLC with an updated limit not to exceed \$117,000.00, subject to review and approval by the Village Attorney.

Overview

As development reviews progressed in late 2023, we expected fifteen active developments to be under construction in 2024. A \$50,000 budget was approved for 2024 to contract services that could handle the swell of inspections expected. Staff choose Chastain & Associates LLC for these services based upon their positive response to the 2022 Engineering Request for Qualifications (RFQ) and their high level of industry knowledge in this field. Ultimately the Board approved the contract for Chastain in March, allowing those services to start in late May as planned.

With the departure of the Village's Engineering Technician, Chastain can supply a second senior inspector to support the Village during its employment gap. It is planned to have this second inspector available 40 hours a week until the new hire has been onboarded and cross trained with the Village and Chastain team, estimated to conclude on or around August 23rd. The time and material contract allows for the Village to only pay for services received and for the contract to be terminated at any point.

The breakdown of the contract value(s) are as follows:

Original Contract Basis

Junior Engineering Inspector (\$93/hour) for 12 weeks = \$44,640

Reimbursable Vehicle Expense (\$65/day) for 12 weeks = \$3,900

Total Expected Costs = \$48,540 or a NTE of \$50,000

Attachment: Chastain Memo (O-2024-64 : Chastain Development Inspection Contract Amendment)

Contract Adjustment

Senior Engineering Inspector (\$146/hour) for ~10 weeks = \$61,904

Reimbursable Vehicle Expense (\$65/day) for ~10 weeks = \$3,445

Total Additional Costs = \$65,349 or a NTE of \$67,000

New Contract Value = \$117,000

The existing purchase order value will be increased to not exceed \$117,000.00 from 100.60.580.10 – Engineering All Other Expense Consultant Fees. These costs will be partially offset by the staff vacancy, however approximately \$35k will exceed the current budget threshold due to the higher costs of consulting. Village staff will continue to serve as the forward-facing partner in working with developers while also reviewing the code interpretations provided by Chastain & Associates LLC.

ORDINANCE 2024-_____

AN ORDINANCE AUTHORIZING AN ENGINEERING SERVICES AGREEMENT AMENDMENT WITH CHASTAIN & ASSOCIATES LLC

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

WHEREAS, the Village seeks to enter into an Engineering Services Agreement with Chastain & Associates LLC for development inspection services,

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

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

SECTION 2. The Village Manager is authorized to enter into an Engineering Services Agreement Amendment with Chastain & Associates LLC for development inspection services at an updated limit not to exceed \$117,000.00, subject to review by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2024

APPROVED: _____, 2024

APPROVED:

Eric N. Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Chastain Ordinance (O-2024-64 : Chastain Development Inspection Contract Amendment)

**FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF BUFFALO GROVE AND CHASTAIN & ASSOCIATES, INC.
FOR ENGINEERING SERVICES**

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT dated March 26, 2024 (hereinafter referred to as the "Amendment") between the Village of Buffalo Grove, an Illinois home rule municipal corporation, and Chastain & Associates Inc., an Illinois corporation, (collectively referred to as the "Parties"), is entered into this ____ day of June, 2024.

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement dated March 26, 2024 (collectively hereinafter referred to as the "Agreement"); and

WHEREAS, the Parties seek to amend the Agreement pursuant to this Amendment.

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

- 1 **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.
- 2 **AMENDMENT TO AGREEMENT.**

2.1 Section 3 of the Agreement is amended by adding the underlined language and deleting the overstricken language as follows:

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 total value of this contract shall not exceed \$117,000 ~~\$50,000~~ without prior written agreement from the Village.

2.2 Exhibit B of the Agreement is amended by adding the underlined language as follows:

Engineers	From	To
<u>Philip Kochuparampil</u>	<u>\$146.00</u>	

3 **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.

4 **EFFECTIVE DATE.** This Amendment shall be deemed dated and become effective on the date of its execution by the Village Manager of the Village of Buffalo Grove.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be signed by their duly authorized representatives on the day and date first written above.

VILLAGE OF BUFFALO GROVE

By:

Dane Bragg, Village Manager

Date:

Firm – CHASTAIN AND ASSOCIATES, INC.

By:



Fred Mullard, Municipal Services Director

6/6/2024

Date:

Attachment: Amendment #1 to PSA for Development Inspection Services (O-2024-64 : Chastain Development Inspection Contract



Ordinance No. O-2024-65 : 2024 Manhole Rehabilitation Project Award

Recommendation of Action

Staff recommends approval.

Summary: Staff recommends approval of the contract to National Power Rodding Corp. in the amount of \$134,172.50, pending Village Attorney review.

ATTACHMENTS:

- NPR Award of Bid Memo (Manhole Rehab 2024) (DOCX)
- NPR Manhole Rehab Ordinance (DOCX)
- Final BIDTAB Manhole Rehab 2024 (PDF)
- 2024 Manhole Rehab Contract. Final (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, June 17, 2024

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: June 13, 2024
TO: Dane Bragg, Village Manager
FROM: Kyle Johnson, Deputy Public Works Director/Village Engineer
SUBJECT: 2024 Manhole Rehabilitation Program Award of Bid

Staff Recommendation

Staff recommends that the Village Board award the contract to National Power Rodding Corp. at a price not to exceed \$134,172.50 because the firm is the lowest qualified bidder for the work proposed. Due to the size and scope of the project, staff recommend a contingency fund be created and controlled by the Village in the amount of \$12,197.50 (10.0% of the project cost). As bids came in below the engineers estimate Public Works staff will consult with the Village Manager prior to exceeding the low bid price of \$121,975.00. This project is funded by the Water/Sewer Funds.

Overview

The 2024 Manhole Rehabilitation Program was advertised for bids and opened on June 4, 2024, where five qualifying bids were received. The lowest qualified bid was in the amount of \$121,975.00 from National Power Rodding Corp. The project includes rehabilitation of manholes along Village owned trunk sewers on Buffalo Grove Road and Arlington Heights Road. Some of these manholes are located outside of Village's limits prior to the Villages connection to the Metropolitan Water Reclamation District of Greater Chicagos interceptor.

Attached is a copy of the Tabulation of Bids for the project indicating the lowest, total qualified bid of \$121,975.00 from National Power Rodding Corp. Also demonstrated in the attachment is an engineer's estimate of \$148,940.00 showing this project is under budget. The project is to be completed no later than October 3, 2024.

ORDINANCE 2024-_____

**AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH NATIONAL POWER RODDING CORP.
FOR THE 2024 MANHOLE REHBILITAION PROGRAM**

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute a contract with National Power Rodding Corp. for the 2024 Manhole Rehabilitation Program in an amount not to exceed \$134,172.50, pending final review and approval by the Village Attorney.

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

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

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

APPROVED:

 Eric N. Smith, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: NPR Manhole Rehab Ordinance (O-2024-65 : 2024 Manhole Rehabilitation Project)

Manhole Rehabilitation 2024

RFB Opening: June 4, 2024 9:00 AM

	Emergia 288 Woodside Dr West Chicago IL 60185	Hoerr Construction Inc 1416 County Rd 200N Goodfield IL 61742	Kim Construction 3142 Holeman Dr Steger IL 60475	National Power Rodding Corp. 2500 W Arthington St Chicago IL 60612	Visu-Sewer 9014 S. Thomas Ave Bridgeview IL 60455
Bid Bond:	Yes	Yes	Yes	Yes	Yes
Signed Proposal Form:	Yes	Yes	Yes	Yes	Yes
Signed Public Contract Statements:	Yes	Yes	Yes	Yes	Yes
Addendum 1	Yes	Yes	Yes	Yes	Yes
Contract Modifications Requested	No	No	No	No	No
Items					
1. Replace Frame and Cover – Non-Paved	\$10,156.00	\$8,970.00	\$11,400.00	\$10,000.00	\$8,600.00
2. Replace Frame and Cover – Paved	\$9,044.00	\$12,650.00	\$6,530.00	\$8,000.00	\$12,100.00
3. Seal and Adjust Manhole Frame – Non-Paved	\$1,462.00	\$1,725.00	\$2,300.00	\$7,000.00	\$1,650.00
4. Cementitious Manhole Sealing	\$56,430.85	\$77,035.00	\$77,469.00	\$37,975.00	\$73,454.50
5. Replace Cover	\$8,076.00	\$6,000.00	\$5,520.00	\$6,000.00	\$5,700.00
6. Repair Bench and Trough	\$532.00	\$1,800.00	\$1,100.00	\$2,500.00	\$2,090.00
7. Curtain Grout Manhole	\$62,128.00	\$52,140.00	\$59,400.00	\$16,500.00	\$38,500.00
8. Curtain Grout Bottom 18”	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9. Corrosion Protective Lining for MH Structure	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10. Vacuum Testing	\$6,240.00	\$4,695.00	\$2,100.00	\$6,000.00	\$2,400.00
11. Pre-Construction Surface Video Recording	\$8,648.15	\$1,800.00	\$3,000.00	\$3,000.00	\$850.00
12. Traffic Control and Protection	\$4,283.00	\$2,000.00	\$10,000.00	\$25,000.00	\$3,300.00
TOTAL COST	\$167,000.00	\$168,815.00	\$178,819.00	\$121,975.00	\$148,644.50

Attachment: Final BIDTAB Manhole Rehab 2024 (O-2024-65 : 2024 Manhole Rehabilitation Project)

MANHOLE REHABILITATION 2024 CONTRACT

Manhole Rehabilitation 2024 Contract (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and National Power Rodding Corp. an (hereinafter the “**Contractor**”) on this 17th day of June, 2024 (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 solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; 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 Work
Contract Exhibit B – Schedule of Prices
Contract Exhibit C – Performance Bond
Contract Exhibit D – Partial Lien Waiver
Contract Exhibit E – Final Lien Waiver

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.

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. An executed and notarized Contractor’s Sworn Statement in a form similar to AIA G702 or AIA G703;
2. Either a partial or final lien waiver from every subcontractor, sub-subcontractor, or materialman in substantially the same form as attached here as **Contract Exhibit D** and **Contract Exhibit E**;
3. Certified payroll necessary for the Prevailing Wage Act; and

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 fur

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

The Contractor shall fully, and not substantially, complete all the Work and the Work shall be accepted by the Director of Public Works, provided that acceptance by the Director of Public Works shall not be unreasonably delayed, on or before October 3, 2024.

If the Contractor shall fail to complete the work within the Contract Time which shall include any proper extension granted by the Village, the Contractor shall pay to the Village an amount equal to Seven Hundred Fifty dollars (\$750) per calendar day for each day past the Contract Time until final acceptance by the Village as liquidated damages and not as a penalty.

Extension: The Village reserves the right to extend this contract for one (1) year. Written requests for price revisions after the first-year contract period shall be submitted at least thirty (30) calendar days prior to when the contract was executed. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the Contract and shall not include overhead, or profit. In any case requests for price revisions shall not exceed the most recent 12-month Consumer Price Index (CPI-All Urban Consumers, Chicago) or 3% whichever is less.

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

For any year beyond the initial year, this Contract 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.

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 affected 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 – PERFORMANCE and PAYMENT BOND

The Contractor shall provide the Village with a performance bond in substantially the same form as on **Contract Exhibit C** (the “**Performance Bond**”) prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – 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 Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – 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

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 IX – 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.

The Certificate of Insurance shall state the Village of Buffalo Grove has been endorsed as an “additional insured” by the Vendor’s insurance carrier. Specifically, this Certificate must include the following language: **“The Village of Buffalo Grove, and it’s respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number on a primary and non- contributory basis for general liability and automobile liability coverage for the duration of the agreement term.”**

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 m

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 X – 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 of Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance's website.

ARTICLE XI – 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 XII – 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 Dbragg@vbg.org ATTN: Village Manager
WITH COPIES TO:	Cc: pbrankin@schainbanks.com Cc: Ckrase@vbg.org
IF TO THE CONTRACTOR:	_____ _____ _____ _____ ATTN: _____

ARTICLE XIII – 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 XIV – 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 XV – SEQUENCE OF THE WORK

The Director of Public Works 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 XVI – SUPERVISION

The Director of Public Works 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 XVII – 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 XVIII – 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 Director of Public Works 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 Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Director of Public Works or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Director of Public Works or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

ARTICLE XX – 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 Director of Public Works 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 XXI – 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 Director of Public Works or his authorized representative.

ARTICLE XXII – 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’, materials’ 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 XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, 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 XXIV – 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

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. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. 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.

E. 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.

F. PREVAILING WAGE ACT - The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days' Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number.

Current rates can be located on the Illinois Department of Labor website.

A. <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

ARTICLE XXV – 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 XXVI – 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 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 XXVII – 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. 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.
- D. 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.
- E. NO THIRD-PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- F. 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.
- G. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- H. 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.
- I. 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.*
- J. 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.
- 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.

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

Company
[An Illinois _____ company]

By: _____
Name: Dane Bragg
Title: Village Manager

By: _____
Name: _____
Title: _____

CONTRACT EXHIBIT A- DESCRIPTION OF THE WORK

DESCRIPTION OF WORK

The work services, equipment, labor and/or materials below shall be collectively referred to as the “Work”:

Work consists of the rehabilitation of sanitary manholes through various means called out in the manhole rehabilitation schedule (appendix A). Preparatory work on manholes to be sealed will include surface cleaning and other proper preparation, and repair of the manhole walls and benches/channels.

Care shall be taken when working at all locations. The Contractor shall provide all traffic control and signs and barricades to protect their work sites at all times. All sites shall be kept clean with no disturbance caused to the surrounding private property areas.

The Contractor shall provide a project schedule, considering weather conditions, to minimize disruption of service to residents. Work under this contract will require coordination with other construction projects occurring in the same locations. This may require the Contractor to work on the weekends.

BID SPECIFICATIONS

1. MATERIALS & SERVICES TO BE PROVIDED BY THE VILLAGE

A. WATER AND WATER METER

The Village shall furnish water as necessary to complete the proposed work at no cost to the contractor. Water shall be obtained only from hydrants designated by the Village Director of Public Works or his designee and only through a meter obtained from the Village. Whenever the proposed work is within the vicinity of this hydrant, the contractor shall obtain water from this hydrant only as determined by the Director of Public Works or his designee.

The water meter shall only be used for the Village’s projects and shall not be used by the contractor for outside work.

All fire hydrants shall remain available for use by emergency services in the event of a fire and shall not be obstructed by contractor vehicles or equipment. The contractor’s equipment must be inspected by village staff to ensure that an air gap is equipped when obtaining water from Village hydrants.

Care must be taken to turn the hydrants on and off slowly so as not to damage the water system. Field use may be revoked if the contractor does not follow this guideline. Any notice of damaged or faulty hydrants must be reported to the Department of Public Works immediately.

B. Sewer Atlases

The Village shall furnish the contractor with one (1) 11” x 17” copy of the storm and/or sanitary sewer atlas sheets including the areas to be televised. The atlas sheets shall represent the best available information regarding the storm and sanitary sewers within the inspection area. Atlases are also included in Appendix B of this document.

2. SPECIAL PROVISIONS

A. STANDARDS

Construction provisions shall follow the “Standard Specifications for Road and Bridge Construction”, latest edition (referred to hereinafter as the Standard Specifications”; the “Supplemental Specifications and Recurring Special Provisions”, latest edition; the latest edition of the “Illinois Manual on Uniform Traffic Control Devices for Streets and Highways” (MUTCD); the “Standard Specifications for Water and Sewer Construction in Illinois”, latest edition (hereinafter referred to as the Water and Sewer Specifications), except as modified herein; and the Village of Buffalo Grove, IL Code of Ordinances, and addenda thereto. Where contradiction occurs with any part or parts of the specifications, the most stringent requirement shall take precedence, as determined by the Engineer. In case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern. Where no conflict exists, the said Specifications shall apply to this Contract as if repeated in their entirety herein.

B. DEFINITIONS

Contractor: The individual, firm, partnership, joint venture, or corporation contracting with the Village of Buffalo Grove for performance of the prescribed work.

Department, Owner, or Village: The Village of Buffalo Grove, Illinois.

Engineer: The Village of Buffalo Grove Village Engineer or appointed/contracted representative.

C. PROJECT TIMING

Construction is scheduled to begin upon the proper execution of the Contract Documents, which includes the submission of insurance and bonds. The final completion for all other ancillary work, including landscaping restoration or plantings, not including, any additional work, shall be completed and ready for final acceptance and payment on or before October 03, 2024. Failure to comply with the deadlines for the substantial completion and final completion shall result in the enforcement of liquidated damages for each calendar day that these improvements remain incomplete, in accordance with the Special Provision, “Liquidated Damages”, and Sections 108.05 and 108.09 of the Standard Specifications.

D. CONSTRUCTION SCHEDULE

At the project pre-construction meeting, the Contractor shall submit for review and approval by the Engineer a detailed construction schedule that shall clearly indicate the sequential procedure of work proposed to be followed to complete the work as required by the contract documents. In preparing the construction schedule, the Contractor shall follow the required completion date, calendar days, or additional Special Provisions as specified relating to the construction schedule. Work once commenced must be completed within ten (10) weeks.

The Construction Schedule shall depict all work components and essential activities, the time required for the completion of each of the activities, and the sequence and interdependence of each of the

activities in a project timetable which will translate each project day into an ordinary calendar day. The Contractor shall maintain the construction schedule and shall submit an updated schedule to the Engineer on a weekly, bi-weekly, or monthly basis as determined by the Engineer. No separate payment will be made to the Contractor for the creation and maintenance of the construction schedule.

The Village provides the public with construction schedule and project status through the Village's web page. The Contractor shall provide construction related information in a format consisting of an email, letter, or other form acceptable to the Engineer. The Contractor shall assume that this information shall be provided on a weekly basis during construction and may change to a shorter time frame based on construction activity changes or a longer time frame based on construction inactivity. The Engineer shall determine the time frame and format to be provided by the Contractor.

E. UTILITY LOCATION

The Contractor must exercise extreme caution while working around existing utilities. The Contractor shall notify JULIE (800) 892-0123, a minimum of 48 hours before commencing construction for utility locations within the scope of the project. It is recommended that the Contractor conduct a joint utility meet. It is the responsibility of the Contractor to contact all agencies who may or may not be a part of the JULIE system to verify locations of their facilities.

The Village does not guarantee the accuracy or completeness of this information. The Contractor shall make its own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement. The Contractor shall locate all utilities far enough in advance to avoid all conflicts in grade separation between existing utilities and the proposed improvements. If the Contractor encounters a conflict between the proposed improvements and an existing utility that was not located in advance by the Contractor, then the Contractor shall, at no cost to the Village, relocate the proposed improvements and/or utility to avoid the conflict.

The Contractor will be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction, or abandonment by these companies of any and all services or facilities owned or operated by them within the limits of this improvement.

Before doing any work which will damage, disturb, or leave unsupported or unprotected any utility lines, or appurtenances encountered, the Contractor shall notify the respective Owner thereof, who will make all arrangements for relocating, adjusting, or otherwise maintaining or abandoning service on lines that fall within the limits of the proposed construction without cost to the Contractor, including the removal of all cables, manhole covers, and other appurtenances which the Owner desires to salvage. After such arrangements have been made, the Contractor will proceed with the work as directed by the Engineer. All utility lines and appurtenances which are abandoned by the Owner shall be removed and disposed of by the Contractor.

No extra compensation will be allowed to the Contractor for any expense incurred by complying with these requirements or because of delays, inconvenience, or interruptions in the work resulting from the failure of any utility company to remove, relocate, reconstruct, or abandon their services. The Contractor shall be responsible for prompt and timely removal, relocation, reconstruction, or

abandonment of their facilities by all utility companies to end that work on this improvement is not delayed because of necessary changes in the existing utilities, public or private.

F. CONSTRUCTION OPERATIONS

In order to minimize the effect of construction noise on the area surrounding the improvement, the Contractor and all subcontractors shall comply with the following requirements. Any changes to this schedule will not be accepted unless approved by the Engineer.

- i. All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noises. Any machine, device, or part there of which is regulated by or becomes regulated by Federal, or State of Illinois noise standard shall conform to those standards.
- ii. Construction operations shall be confined to the daylight hours between 7:00 AM and 5:00 PM Monday through Friday. No work of any kind shall be done outside these hours or on Saturdays or Sundays in residential areas unless previously approved by the Engineer. These time restrictions shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting, or to construction of an emergency nature. If the Contractor requires additional time to complete a portion of the work on any given day or if he foresees the need to work extended hours for a number of days to comply with the construction schedule, they must receive the approval of the Engineer.
- iii. The Contractor shall take all precautions necessary to protect the general public and his employees from hazardous locations that might occur within the limits of the improvements. **Neither the Village nor the Engineer is responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety.**
- iv. It shall be the Contractor's responsibility to protect open cut trenches as may be required by OSHA, Illinois Department of Labor, State, or Federal Law. Trenches in pavements or in close proximity to the improved streets or roadways shall be sheeted or braced in a substantial and effective manner. Sheeting may be removed after backfilling has been completed to such an elevation as to permit its safe removal. Sheeting and bracing left in place must be removed for a distance of 3 feet below the established street grade. The cost of furnishing, placing, and removing sheeting and/or bracing shall be incidental to construction and included in the contract unit price for the work being done.
- v. The Contractor shall schedule and conduct its operations so that the closure time of existing driveways along the route of the improvement is kept to a minimum. All homeowners shall be given 24 hours written notice prior to initial removal of their driveway apron. The Contractor shall make every effort to keep driveways open including temporary grading and placement of gravel.
- vi. Beginning on the date that the Contractor begins work on this project, the Contractor shall assume responsibility of normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer. Traffic control and protection for this work will be provided by the Contractor as required by the Engineer. The work involved in maintaining the existing pavement and

shoulders will not be paid for separately at the contract unit prices for the various items or work involved, unless otherwise specified elsewhere in these Special Provisions.

- vii. If items of work have not been provided for in the Contract, or are not otherwise specified for payment, such items will be paid for in accordance with Article 109.04 of the Standard Specifications.

G. EASEMENT AND ACCESS AGREEMENTS

The Village will obtain easements and access agreements for all work to be performed within private property (outside of public right-of-way). Working easements shall be staked by the Village prior to commencement of construction. Extreme caution shall be exercised to protect the existing trees, signs, light posts, etc. within or near the limits of all work. This shall be considered incidental to the Contract.

H. MOBILIZATION

Description

Mobilization shall be according to Section 671 of the Standard Specifications except as modified herein.

Revise Article 671.02, Basis of Payment, to read:

“671.02 Basis of Payment. Mobilization will not be paid for separately but shall be included in the unit bid prices of the items for which this work applies.”

I. INSPECTION

All phases of the improvements will be subject to inspection by representatives of the Village Public Works Department. Projects will not be accepted by the Village without the final approval of the Village of the Village Public Works Department.

The Contractor shall be bound by these specifications and by all Village ordinances and codes.

J. TRAFFIC CONTROL AND PROTECTION

Description

Traffic control shall be in accordance with the applicable portions of Section 701 and 703 of the Standard Specifications, the Supplemental Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any special details and Highway Standards contained in the plans, and Contract Documents herein.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications and the following Highway Standards, Details, Recurring Special Provisions, Special Provisions, and Contract Documents contained herein, relating to traffic control.

The Contractor shall maintain traffic in accordance with the applicable portions of Article 107.14 of the Standard Specifications. The Contractor shall furnish, install, maintain, relocate, and subsequently

remove all signs, signals, markings, traffic cones, barricades, warning lights, flagmen, and other devices which are to be used for the purpose of controlling traffic.

Special attention is called to Article 107.09 and 107.14 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions, and Special Provisions contained herein relating to traffic control.

STANDARDS: 701301, 701501, 701801, 701901.

Details: Traffic Control and Protection for Side Roads, Intersections, and Driveways (TC-10)

Special Provisions (included in these Special Provisions):

- viii. Maintenance of Roadways
- ix. Work Zone Traffic Control Surveillance (LRS 3)
- x. Flaggers in Work Zones (LRS 4)
- xi. Sidewalk, Corner, or Crosswalk Closure (BDE)

Barricades shall be placed and maintained along the limits of the work until the surface has been restored, or as otherwise directed by the Engineer.

The Contractor shall contact the Village at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that the streets shall be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts, school bus companies, and trash haulers when access to any street will be temporarily closed or limited. The work shall be accomplished such that the streets shall be left open to local traffic at the end of each workday.

The cost of traffic control and protection shall be considered incidental to this project.

K. MAINTENANCE GUARANTEE

The Contractor shall execute and deliver to the Village, before final payment will be issued, a written warranty, in a form satisfactory to the Village, which guarantees that the work is in accordance with the Contract Documents and will not be defective. This warranty shall guarantee this work for a period of one year from the date of acceptance of the work and final payment by the Village.

The Contractor shall furnish a warranty bond in an amount equal to ten percent (10%) of the contract amount by a surety satisfactory to the Village to guarantee Contractor's warranty to repair defective work.

If within the guarantee period, any work is found to be defective, as determined by the Village, the Contractor shall promptly and without cost to the Village, correct or repair such defective work, or remove and replace the defective work in accordance with the Special Provisions for the items in question.

L. RESPONSIBILITY FOR VANDALISM

The Contractor shall be responsible for the defacement of any concrete pours before they have set up. Concrete pavement, sidewalk, driveway, or curb that has been defaced in the opinion of the Engineer, shall be removed and replaced by the Contractor at the Contractor's expense.

M. SHOP DRAWINGS AND SUBMITTALS

Prior to fabrication of materials, the Contractor shall submit shop drawings of the materials to the Engineer for review. Shop drawings shall consist of complete descriptive literature on the materials including all pertinent dimensions, material specifications, and data. Prior to submitting shop drawings to the Engineer, the Contractor shall first review the shop drawings and make corrections or revisions which are appropriate. The Contractor shall be required to maintain a complete set of shop drawings on the job site at all times while work is in progress and shall make them available to the Engineer upon request.

Provide complete copies of required submittals and deliver to the Engineer as follows:

- i. Construction progress schedule: (1) electronic copy
 - a. Initial work schedule
 - b. Revisions to work schedule
- ii. Pre-construction surface televising: (1) electronic copy
- iii. Traffic Control Plan: (1) electronic copy
- iv. Manhole Rehabilitation Material Data Sheet Submittals: (1) electronic copy. All materials data sheets are to be submitted to the Engineer and approved before rehabilitation can proceed.
 - a. Manhole Castings Data Sheets
 - b. External Chimney Seals: Shall conform to ASTM C923 and shall be:
 1. Infi-Shield Uni-bands or approved equal.
 2. WrapidSeal Canusa-CPS or approved equal.
- v. Manhole Grouting Data Sheets
 - a. Grout: Grouting installation shall conform to ASTM F2414-04. Grout shall be Avanti AV-100 or approved equal.
 - b. Sever Active Infiltration: Approved materials to stop severe active infiltration are the following: Hydrostop-Flex 40/500; Avanti AV-100; Deneef Deneproxx 40; or approved equal.
- vi. Manhole Internal Coatings Material Data Sheets:
 - a. Patching Material. The following are approved for patching material: Strong Seal QSR; Quadex Hyperform; or approved equal.
 - b. Cementitious Coat. The following are approved for cementitious coat; Strong Seal MS-2C.
 - c. Visible Infiltration. Approved materials to stop visible infiltration are the following: Strong-Plug; Quadex Quad-Plug; or approved equal.
- vii. Rubber Composite Adjustment Rings: EJ Infra-Riser or pre-approved equal.
- viii. Precast Concrete Adjustment Rings: Shall conform to ASTM C478. Adjustment rings of uniform thickness shall be at least two inches thick. The replacement precast grade adjustment shall provide a structural capacity equal to or greater than the existing specified manhole frame and shall not affect the opening size or surface appearance.

- ix. Barrel Section: Shall be precast concrete conforming to ASTM C478.
- x. Bitumastic Gasket Material: Shall meet or exceed Federal specification SS-S-210A. Material shall be EZ-STIK or approved equal.
- xi. One set of “red-line” field changes on construction plans.
- xii. Typical set-up for flow bypassing.
- xiii. Other required submittals: (1) electronic copy if required for review or record.

This is a non-exhaustive list. The Contractor shall provide all shop drawings that are required in the specifications.

N. CLEAN UP

The cost of cleanup operations shall be spread evenly through the bid items on the proposal. Clean up shall consist of removing all debris from the job site, and removal of all excess dirt, pipe pieces, lumber scraps, paper cups, etc., left by the Contractor’s forces. Clean up shall be performed as the work progresses, and a final clean up shall be done after all operations are completed.

O. CONSTRUCTION DEBRIS

All spoil and waste materials must be removed from site and properly disposed. Disposal of all waste and spoil shall be considered incidental to the contract. For bidding purposes, it shall be assumed that all spoils are residential and can be disposed of at a CCDD landfill. Village will sign LPC-662 form to be prepared by the Contractor. The Contractor shall provide a representative soil sample for pH testing at a lab. Removal of landscaping materials, and protection of the homeowner’s property is considered a part of this contract and will be incidental to the contract pay items.

3. TECHNICAL SPECIFICATIONS

A. SEWER FLOW CONTROL

Description

This work shall include control of sanitary sewer flow during closed circuit television (CCTV) inspection, sewer cleaning operations, sewer rehabilitation, manhole rehabilitation, manhole installation, and all other sewer maintenance, inspection or construction activities. The Contractor shall be fully responsible for maintaining sewer service during these operations and shall not be allowed to backup or flood any sewer system user, building, or property. The Contractor shall be solely liable for property damages that result from the work being performed.

The Contractor will be responsible for coordinating with the Village for any necessary permits needed for bypass pumping.

Since complete stoppage or bypassing of flow may be required during installation of new sewers, point repairs, sewer rehabilitation, and manhole rehabilitation work, the Contractor may be required to submit drawings and complete design data showing methods and equipment to be utilized in bypass and dewatering operations. The bypass plan shall include the following information:

- i. Location of temporary sewer plugs, and bypass discharge lines indicated on plans.

- ii. Capacities of pumps, prime movers, and standby equipment.
- iii. Type of standby power source.
- iv. Traffic control plan.

The Contractor shall indicate where and when flow bypassing is anticipated and provide a typical setup as a submittal. Detailed setup submittals will also be required for non-typical setups as determined by the Village or Engineer. When pumping and bypassing is required, the Contractor shall furnish all temporary pumps, conduits, and other equipment to divert the flow of sewage around the sewer section in which work is to be performed. The bypass system shall have sufficient capacity to handle existing flow plus additional flow that may occur during peak flow periods or from precipitation. The Contractor shall construct the bypass system of material(s) necessary to prevent leakage during pumping operation.

The Contractor shall equip all engines with mufflers and/or enclosed to keep noise levels less than 50 decibels, or 10 decibels above ambient noise levels when measured at building closest to noise source.

The Contractor shall maintain sufficient labor, equipment, and materials on site to ensure continuous and successful operation of bypass and dewatering systems including the following:

- i. Keep standby pumps fueled and operational at all times.
- ii. Maintain onsite sufficient number of valves, tees, elbow, connections, tools, sewer plugs, piping, and other parts or system hardware to ensure immediate repair or modification of any part of the system as necessary.
- iii. Provide piping, joints, and accessories designed to withstand at least twice the maximum system pressure or 50 psi, whichever is greater.

In areas where flows are bypassed, all discharge flow shall be returned to the sanitary sewer. No bypassing to ground surface, receiving waters, storm drains, or bypassing which results in groundwater contamination or potential health hazards shall be permitted.

In the event sewage is released into a storm drainage system or street, the Contractor shall immediately stop the release, notify the Village, and take all necessary actions to clean up and disinfect spillage to the satisfaction of the Engineer.

During plugging or bypass pumping operations, the Contractor shall utilize sewer plugs specifically designed so that all or any portion of sewage can be released. During sewer flow control operations, reduce flow to comply with requirements as described above. After cleaning, inspection, installation, or rehabilitation work has been completed, restore the flow to normal. All plugging, bypass pumping, and sewer flow control operations shall be considered incidental to the Contract and shall not be compensated for separately.

Basis of Payment

The cost of sewer flow control will not be paid for separately but shall be considered as included in the unit bid prices of the Contract, and additional compensation will not be allowed.

B. PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

Description

Unless otherwise noted in the Contract documents, the existing drainage facilities shall remain in use during the period of construction.

Locations of existing drainage structures and sewers, if shown in the Contract documents, are approximate. Prior to commencement of work, the Contractor, at their own expense, shall determine the exact location of existing structures which are within the proposed construction site.

All drainage structures are to be kept free from any debris resulting from construction operations. All work and materials necessary to prevent accumulation of debris in the drainage structure resulting from construction operations shall be removed at the Contractor's own expense and no extra compensation will be allowed.

Unless reconstruction or adjustment of an existing manhole, catch basin, or inlet is called for in the Contract documents or ordered by the Engineer, the proposed work shall meet the existing elevations of these structures. Should reconstruction or adjustment of a structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with Section 602 and Article 104.02 respectively, of the Standard Specifications.

Existing frames and grates are to remain unless otherwise noted in the Contract documents or as directed by the Engineer. Frames and grates that are missing or damaged prior to construction shall be replaced. The type of replacement frame or grate shall be determined by the Engineer, and replacement and payment for shall be in accordance with Section 604 and Article 104.02 respectively of the Standard Specifications unless otherwise noted in the Contract documents.

C. RESTORATION – GENERAL

Description

All damage to lawns shall be restored with topsoil and seed blanket. All lawn restoration shall be considered incidental to the cost of the manhole rehabilitation. To minimize damage to lawns, the Contractor shall utilize Duramats or other means (protective pads) to buffer equipment traveling across public/private property. Any equipment required for construction work located on lawns must be rubber-tired or rubber-tracked vehicles only.

All work required to move or protect overhead wires and utility poles shall be considered incidental to the contract. Any claims for additional work must be presented to the Engineer immediately. Failure of the Contractor to notify the Engineer will be reason to deny any claims for extra work. All work covered under this contract is subject to inspection by the Village of Buffalo Grove and the Engineer.

The Contractor is responsible for coordinating access to manholes located in backyards with the homeowners and this work shall be considered incidental to the Contract. Restoration efforts must begin within seven (7) days of the initial disturbance of the restoration area.

D. SIDEWALK REMOVAL

Description

This work shall be performed in accordance with Section 440 of the Standard Specifications. This item includes the removal of sidewalk at required locations or as directed by the Engineer. The removal of concrete, brick, flagstone, and asphalt sidewalks is also included in this item. These sidewalks shall be excavated to the subgrade as necessary such that the proposed five inch (5") thick sidewalk, including five inches (5") of crushed stone, gradation CA-6 can be constructed.

Basis of Payment

This work shall be considered incidental to the Contract and shall not be compensated for separately including any additional excavation needed to bring the section to the bottom of proposed cross-section of sidewalk.

E. DRIVEWAY PAVEMENT REMOVAL

Description

This work shall be performed in accordance with Section 440 of the Standard Specifications. This item includes the removal of existing asphalt and concrete driveway pavements at required locations or as directed by the Engineer. The use of drop hammers will not be allowed for breaking these pavements. These driveways shall be excavated to subgrade of the proposed driveway, including the necessary thickness of compacted crushed stone, gradation CA-6. This work shall be included in the cost of the item. The limits of removal shall typically be from the back of curb to the face of sidewalk but shall be designated in the field by the Engineer.

The Contractor shall saw-cut the driveway pavement full-depth at the limits of removal, which costs shall be included in this item. All driveways and driveway aprons scheduled for replacement shall be removed with extreme care in order to avoid damage to existing garages, garage foundations, or adjacent sidewalks scheduled to remain. Any damage caused by the removal of the driveway pavement shall be repaired or otherwise resolved by the Contractor to the satisfaction of the Village and the property owner. No additional compensation will be allowed. Any additional excavation required to reach the proposed subgrade shall be considered included in the cost of this item.

Basis of Payment

This work shall be considered incidental to the Contract and shall not be compensated for separately including any additional excavation or stone bedding needed to offset an unforeseen thickness of driveway or apron removal.

F. PCC SIDEWALK, 5" OR 6"

Description

This work shall be performed in accordance with Section 424 of the Standard Specifications and the following:

The five-inch (5") thick Portland Concrete Cement (PCC) sidewalk shall be constructed to the limits and grade required to blend with adjoining surfaces. Across driveways and aprons, PCC Sidewalk shall be six inches (6") thick. All sidewalks shall be placed upon a base of compacted crushed stone, gradation CA-6, having a minimum thickness of five inches (5"). The installation of this bedding shall be included in the cost of this item. Full depth expansion joints shall be placed between the sidewalk and the back of any adjacent curb, sidewalk, or building, and as directed by the Engineer. Steel forms will not be allowed.

Basis of Payment

This work shall be considered incidental to the Contract and shall not be compensated for separately i.

G. HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"

Description

This work shall be performed in accordance with Section 406 of the Standard Specifications and the following:

Existing asphalt driveway which are slated to be replaced shall be surfaced with a three inch (3") thick hot-mix asphalt surface course. The asphalt must be placed in two 1.5" lifts. This item will include the preparation of existing pavement including the installation, compacting, and priming of the aggregate base. The driveway shall be placed upon compacted crushed stone, gradation CA-6, having a minimum thickness of six inches (6"). The installation of this bedding shall be included in the cost of this item.

The material shall meet the requirements of Hot-Mix Asphalt Surface Course, Mix "D" N50, as described in the Standard Specifications.

Basis of Payment

This work shall be considered incidental to the Contract and shall not be compensated for separately.

H. TOPSOIL FURNISH AND PLACE, 4"

Description

This work shall be performed in accordance with Section 211 of the Standard Specifications and the following:

The Contractor shall take precautions so as not to unnecessarily damage lawns. In areas that are designated to be sodded or seeded, the existing sod shall be cut and removed; the area shall then be shaped, graded, and rototilled. The area to be sodded or seeded shall then have a layer of good quality, pulverized topsoil which has been approved by the Engineer prior to placement, spread and fine raked

in such a manner as to result in a top dressing of the parkway having an average thickness of four inches (4") of topsoil.

Any excavation and grading of the parkway which is required to give a uniform slope from the limit of sod or seed restoration to the top of curb shall be included in this item. The Contractor shall be responsible for removing any weeds prior to the placement of the sod or seed. The method of weed removal must be approved by the Engineer. The topsoil and subgrade shall be thoroughly compacted along newly installed concrete by a compaction method approved by the Engineer. If proper compaction is not achieved, the Engineer may direct the Contractor to remove any soil backfill that the Contractor has placed and replace it with a granular stone backfill. This will be included in the cost of this item.

Basis of Payment

This work shall be considered incidental to the Contract and shall not be compensated for separately.

I. SEEDING

Description

This work shall be performed in accordance with Section 250 of the Standard Specifications and the following:

This work shall consist of seeding on all landscaped areas disturbed by construction as required or as directed by the Engineer. Any excessive of unnecessary damage to the parkway will be restored by the Contractor at his own expense. All areas designated to be seeded shall be prepared with application of 4" of topsoil. A seed mix of Type 1A shall be utilized in parkways. A modified mixture for shade application shall be submitted to the Engineer for approval to be used at locations where directed by the Engineer. Areas in which the seed does not take root shall be seeded at no additional cost to the Village. The Contractor shall be responsible for fertilizing landscaped areas. Fertilizer shall not contain Phosphorus. Any necessary fertilizer applications shall be considered incidental. Installation of knitted straw blanket shall be considered incidental.

Basis of Payment

This work shall be considered incidental to the Contract and shall not be compensated for separately.

J. REPLACE COVER

Description

Where indicated on the plans, the existing manhole frame and cover shall be replaced with a new cover by the Contractor.

The new cover shall be the standard Village of Buffalo Grove frame and cover. See Exhibit No. 109 – Materials List and Exhibit No. 301 – Sanitary Sewer Manhole Lid Detail in Appendix C for details for the Village standard frame and cover.

The Contractor is required to measure each cover and frame that needs replacing to ensure proper fit.

Basis of Payment

This item shall be paid for at the Contract Unit Price per Each for REPLACE COVER and shall include all work necessary for the installation of a new cover including measurement, procurement, installation, replacement, and returning the original cover to the Owner.

K. REPLACE FRAME AND COVER (PAVED OR NON-PAVED)

Description

Where indicated on the plans, the existing manhole frame and cover shall be replaced with a new cover by the Contractor. This pay item includes the replacement of the adjusting rings and installation of an external chimney seal as described in the provision SEAL AND ADJUST MANHOLE FRAME.

The new cover shall be the standard Village of Buffalo Grove frame and cover. See Exhibit No. 109 – Materials List and Exhibit No. 301 – Sanitary Sewer Manhole Lid Detail in Appendix C for details for the Village standard frame and cover. Frames and adjusting rings shall be joined with preformed flexible joint sealant.

Basis of Payment

This item shall be paid for at the Contract Unit Price per Each for REPLACE FRAME AND COVER of the restoration type specified (paved or non-paved) and shall include all work necessary for the installation of a new cover including measurement, procurement, installation, replacement of adjustment, installation of an external chimney seal, returning the original cover to the Owner, and restoration including but not limited to full depth patching, PCC sidewalk, sod, driveway pavement, and curb and gutter removal and replacement.

L. SEAL AND ADJUST SANITARY MANHOLE FRAME, NON-PAVED

Description

For all frame adjustment work including replacements, adjustments, and realignments, the manhole adjustment rings shall be removed, replaced, and sealed per the following specification. The Contractor may not reuse existing concrete rings during frame adjustment work. Frames that are indicated for adjustment and not replacement shall be removed, cleaned, and sealed in accordance with the following specification. External chimney seals shall be included in this work. When the manhole is in the pavement, the Contractor shall be required to saw cut existing pavement to a minimum of a 5' by 5' square. This square cut shall allow for proper removal and replacement of the frame and adjustment rings and for the installation of external chimney seals.

The Contractor shall remove existing frame and cover, remove all gasket material between the cone, adjustment rings and frame, and shall wire brush clean all exposed surfaces. In addition, the Contractor shall dry all surfaces with a torch or other approved method. Existing manhole frames and covers in good condition will be cleaned and reinstalled unless specified elsewhere for replacement.

The Contractor shall remove all loose materials located at the top of the corbel and fill the voids.

Materials and Installation

Adjustment Rings

The Contractor shall replace all adjustment rings with new rings per Exhibit No. 109 – Materials List found in Appendix C.

The Contractor shall use the minimum number of rings possible for the adjustment. No shims or other leveling devices, other than leveling rings provided by the manufacturer, will be permitted.

External Chimney Seal

External chimney seals are to be installed for all frame adjustment work requiring excavation including adjustments, replacements, realignments, and raises unless indicated otherwise by the Engineer. This external sealing system shall prevent leakage of water into the manhole through the frame joint adjustment area.

Two types of external chimney seals will be used as directed by the Engineer. The acceptable external chimney seals are:

- i. Infi-Shield Uni-bands, or approved equal
- ii. WrapidSeal Canusa-CPS, or approved equal

The Contractor shall have both types of approved seals onsite so that where needed, a WrapidSeal can be used in lieu of Infi-Shield seal. On all precast concrete manholes, Infi-Shield shall be used. The Contractor shall obtain approval from the Engineer prior to switching from Infi-Shield to WrapidSeal.

Frame seals shall remain flexible throughout a 50-year design life, allowing repeated vertical movement of the frame of not less than 2" and/or repeated horizontal movement of not less than ½".

The seal shall be a continuous seamless band made of high-quality EPDM (Ethylene Propylene Diene Monomer) rubber with a minimum thickness of 65 mils. There shall be a preformed "L" shaped corner molded into the top of the seal. The top section and the side section will extend from the "L" shaped corner at a generally 90-degree angle to each other, wherein the seal is pre-formed in substantially the same shape as when attached to the manhole structure. The thickness of the "L" shaped corner extending 1" into the top section and 1" down the side section is increased and may be at least twice the thickness of the top section reinforcing the seal at this particular area. There shall be a 2" wide strip of butyl mastic attached to the underside of top section of the seal. The mastic shall be non-hardening butyl rubber sealant, with a minimum thickness of 1/8", and shall seal to the cone/top of the manhole section and over the flange of the casting frame. An aerosol primer shall be used to enhance the bond strength of the seal to the structure.

The Contractor shall excavate around the frame to a depth of at least 12" below the top of the cone section to allow for proper installation. The Infi-Shield Uni-Band seal sealing system shall be installed according to the manufacturer's recommendations. The top section of the seal shall extend 3" attaching

to the casting base/flange with the side section covering over the entire grade adjustment ring area and onto the one section a minimum of 2". Install external manhole chimney seal as shown on the detail, with extensions where needed to cover the entire chimney area, in accordance with the manufacturer's instructions. External chimney seals installed shall not be buried until inspected by the Engineer.

Gasket Materials

EZ-STIK of an approved equal butyl mastic sealant shall be used when rejoining the manhole frame to the precast adjustments to provide a watertight structure. The sealing compound shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler, and shall contain no solvents, irritating fumes, or obnoxious odors. Avoid use of overly thick gasket material which will likely produce after-settlement of manhole frame due to long-term cold flow of gasket materials. The compound shall not depend on oxidizing, evaporation, or chemical action for its adhesive or cohesive strength. It shall be supplied in extruded rope form of suitable cross section and in such sizes to seal the joint space. The Contractor shall use two (2) complete ropes at each joint.

Interior Finish Coat

After all other adjustment work has been completed, the interior surfaces of the adjustment, from the bottom of the frame to the top of the cone section, shall have a calcium aluminate high performance mortar finish applied which is then troweled and brushed to a smooth finish. Calcium Aluminate Cement shall be Strong Seal MS-2C or approved equal.

Basis of Payment

This item shall be paid for at the Contract Unit Price per Each for SEAL AND ADJUST MANHOLE FRAME, NON-PAVED and shall include all work necessary for the complete adjustment and sealing of each manhole frame as specified in these provisions including measurement, procurement, installation, replacement, external chimney seals, adjustment rings, and restoration.

M. CEMENTITIOUS MANHOLE SEALING

Description

Manhole sealing shall consist of all necessary measures to internally seal the manhole including cementitious wall coating, external or internal grouting, and reconstruction of bench/trough and shall establish structural integrity for the manhole and shall eliminate inflow and infiltration.

This work shall provide for a monolithic fiber-reinforced calcium aluminate structural cementitious spray liner applied in two ½" lifts intended to seal the entire manhole structure. The spray liner shall be a complete manhole reconstruction that stops inflow and infiltration, providing a leak free structure, restoring structural integrity, and providing protection against corrosion.

This specification shall govern all work, materials, and equipment required for manhole rehabilitation for the purpose of eliminating infiltration, exfiltration, providing corrosion protection, repair of voids,

and restoration of the structure integrity of the manhole as a result of applying a monolithic fiber-reinforced structural cementitious liner to the adjustment, cone, wall, and bench surfaces of brick, block, pre-case or poured concrete, or other masonry construction material.

Described are procedures for cleaning, preparation, application, and testing. The applicator, approved and trained by the manufacturer, shall furnish all labor, equipment and materials for applying a cementitious mix to form two coats of a structural monolithic liner, with machinery specially designed for the application. All aspects of the installations shall be in accordance with the manufacturer's recommendation and per the following specifications which includes:

- i. Remove loose and unsound materials
- ii. Clean area to be sprayed
- iii. Eliminate infiltration
- iv. Repair and fill voids
- v. Repair and seal bench trough/inverts
- vi. Spraying the cementitious monolithic liner

Remove Loose and Unsound Material

Loose and protruding brick, mortar, and concrete shall be removed using a mason's hammer and chisel and/or a scraper. Any loose debris on the benches, invert or walls of the manhole shall be removed by means of a scraper and vacuum machine or other approved method as long as it is taken from the manhole and not caused to go into the sewer. Any damaged manhole steps shall be removed prior to cleaning the interior of the manhole. Place covers over invert to prevent extraneous material from entering the sewer lines before cleaning.

Clean Area to be Sprayed

The Contractor shall clean the interior surfaces of the manhole by removing all debris, dirt, oil, grease, remains of old coating materials, and any other extraneous materials. The Contractor shall then pressure wash (minimum 3,000 psi) the manhole walls to remove loose mortar, concrete, roots, and debris. Heavy grease build-up or unusual conditions may require hydro-blasting or chemical cleaning. Loose and protruding brick, mortar, and concrete shall be removed using a mason's hammer and chisel and/or scraper.

Eliminate Infiltration

The following are approved for patching material: Strong Seal QSR; Quadex Hyperform; or approved equal. This quick setting fiber reinforced calcium aluminate corrosion resistant cementitious material shall be used as a patching material and is to be mixed and applied according to manufacturer's recommendations and shall have the following minimum requirements:

Compressive Strength	ASTM C109	>1,800 psi, 1 hr
		>2,600 psi, 24 hrs

Bond	ASTM C882	>1,600 psi, 28 days
Calcium Aluminate Cement		Sulfate resistant
Applied Density		105 lbs/cu.ft. +/- 5
Shrinkage	ASTM C490	0% at 90% R.H.
Placement Time		5 to 10 minutes
Set Time		15 to 30 minutes

Approved materials to stop visible infiltration are the following: Strong-Plug; Quadex Quad-Plug; or approved equal. This rapid setting cementitious product specifically formulated for leak control, shall be used to stop minor water infiltration, and shall be mixed and applied according to manufacturer's recommendations and shall have the following minimum requirements:

Compressive Strength	ASTM C109	>1,000 psi, 1 hr >2,500 psi, 24 hrs
Sulfate Resistance	ASTM C267	No wt. loss, 15 cycles @ 2,000 ppm
Freeze/Thaw	ASTM C666	Method A 100 cycles
Pull Out Strength	ASTM C234	14,000 lbs
Set Time		<1 minute

Approved materials to stop severe active infiltration are the following: Hydrostop-Flex 40/500; Avanti AV-100; Deneef Denepox 40; or approved equal. Grouting installation shall conform to ASDTM F2414-04. Grouting shall be performed anywhere where active infiltration cannot be stopped with the cementitious grout. All grouting work shall be considered incidental to the unit price bid payment item for CEMENTITIOUS MANHOLE SEALING.

Repair and Fill Voids

The Contractor shall fill any large voids using one of the approved patching materials. Active leaks shall be stopped using quick-setting, specially formulated mixes, according to manufacturer's recommendations. Some leaks may require weep holes to localize infiltration during the application. After application the weep holes shall be plugged with quick setting material. After repairing and filling voids and preparations are complete, remove all loose material and wash again. Any bench or invert repairs shall be made at this time using the quick setting patching mix.

Repair and Seal Bench Trough/Inverts

Invert repair shall be performed on all inverts with visible damage or where infiltration is present or when vacuum testing is specified. After blocking the flow through the manhole and thoroughly cleaning the invert, a quick setting patch material shall be applied in an expeditious manner. The material shall be troweled uniformly onto the damaged invert at a minimum thickness of ½" at the invert extending out onto the bench of the manhole sufficiently to tie into the structural monolithic liner to be spray applied. The finished invert shall be smooth and free of ridges. The flow may be re-established in the manhole within 30 minutes after placement of the material.

Spraying the Cementitious Monolithic Liner

Liner material shall be Strong-Seal MS2-C or an approved equal and shall be made with calcium aluminate cement and shall be used according to manufacturer's recommendations in applications where there is evidence of mild sulfide conditions (substrate surface of PH 2.0 or higher). The cementitious liner shall be used to form a structural monolithic liner covering all interior manhole surfaces and shall have the following minimum requirements:

Compressive Strength	ASTM C109 28 days	>9,000 psi
Tensile Strength	ASTM C496 28 days	>800 psi
Flexural Strength	ASTM C293 28 days	>1,200 psi
Shrinkage @ 90% R.H.	ASTM C596 28 days	0%
Bond	ASTM C882 28 days	>2,000 psi
Density, when applied		134 +/- 5 lbs/cu.ft.
Freeze/Thaw	ASTM C666	300 cycles no vis. damage

During application, the surface shall be clean and free of all foreign material and shall be damp without noticeable free water droplets or running water, but totally saturated just prior to application of material. Materials shall be spray applied in two lifts, at least 24 hours apart. Minimum total thickness for each pass shall not be less than ½" and shall be from the bottom of the frame to the invert of the manhole. The surface shall then be troweled to a relatively smooth finish being careful not to over trowel. A brush finish shall be applied to the trowel-finished surface.

After the walls are coated, the invert covers shall be removed, and the bench sprayed with excess materials applied in such a manner that a gradual slope is produced from the walls to the invert with the thickness at the invert to be no less than ½". The wall/bench intersection shall be rounded to a uniform radius the full circumference of the intersection. Trough area shall be coated as required to seal all cracks and to provide a smooth surface.

The material shall have a minimum of four (4) hours cure time before being subjected to active flow. Ambient conditions in the manhole are adequate for curing as long as the manhole is covered. Traffic shall not be allowed over manholes for 12 hours after reconstruction is complete. Caution shall be taken to minimize exposure of applied product to sunlight, quick surface drying, and air movement. At no time should the finished product be exposed to sunlight or air movement for longer than 15 minutes before replacing the cover. In extremely hot and arid climates, the manhole should be shaded while reconstruction is in process.

No application shall be made if ambient temperature is below 40 degrees Fahrenheit. No application shall be made to frozen surfaces or if freezing is expected to occur within the substrate within 24 hours after application. If the ambient temperatures are in excess of 95 degrees Fahrenheit, precautions shall be taken to keep the mix temperatures at time of application below 90 degrees Fahrenheit. Water temperature shall not exceed 80 degrees Fahrenheit. Chill with ice if necessary.

Quality Control

Final acceptance shall be made upon successfully passing:

- i. Vacuum test as described under the provision VACUUM TESTING.

- ii. Compressive strength test:
 - a. Sample and make five test cylinders per ASTM C31 and analyze with ASTM C39, or as specified by contract document, for testing compressive strength from each day's work (for Vertical Infrastructure) or every 32,000 lbs. of material (for Horizontal Infrastructure). Label cylinders with the date, location, project, and product batch numbers. The product batch numbers are located on each geopolymer material bag. Send the cylinders to a third-party laboratory or the manufacturer for verification. Test in accordance with ASTM C39, or as specified in contract documents. Test the geopolymer material for compressive strength at 7 days (1 cylinder) and at 28 days (2 cylinders) and leave 1 cylinder for retainage.
- iii. Performance and Material Testing for Manholes:
 - a. Performance testing as directed in ASTM F2551.
 - b. Submit the following information to the engineer:
 - i. Product data, including manufacturer and brand name along with laboratory test results to verify 28-day compressive strength in accordance with ASTM C39 or ASTM C109. The samples must be undisturbed for a period of at least 24 hours before they can be transported. The project superintendent will require that samples of applied material be taken representative of each day's work of material used. Samples shall be obtained from the pump, hose, or nozzle, identified, and sent to an independent test laboratory to verify 28-day compressive strength testing as described in ASTM C39 or ASTM C109 and shall have a minimum average of the strength set forth hereinabove.

Basis of Payment

This item shall be paid for at the Contract Unit Price per Vertical Foot for CEMENTITIOUS MANHOLE SEALING and shall include all labor and materials to rehabilitate the manhole as described in the above provisions. Measurement for payment shall be made from the invert to the bottom of the manhole frame and shall be measured to the tenth of a foot.

VACUUM TESTING shall be measured and paid for separately. The compressive strength tests shall be considered incidental.

N. CURTAIN GROUT MANHOLE, GROUT WALL JOINTS, & CURTAIN GROUT BOTTOM 18"

Description

This specification shall govern all work, materials, and testing required for chemical pressure grouting of manhole defects. Manholes or sections of manholes with leaks are shown on the Manhole Rehabilitation Schedule (Appendix A). Manhole structure grouting includes the sealing or plugging of the manhole base, walls, corbel/cone, and chimney using chemical grout sealants to eliminate leakage. Chemical grout shall be injected into the soil surrounding the manhole as needed for complete sealing resulting in a grout curtain.

Curtain Grout Manhole

The Contractor shall furnish all labor, supervision, materials, equipment, and testing if required for the completion of chemical grout sealing of manhole defects in accordance with the Contract Documents. Manhole grouting shall not be performed until sealing of manhole frame and grade adjustments is complete.

- i. Equipment: The basic equipment shall consist of chemical pumps, chemical containers, injection packers, hoses, valve, and all necessary equipment and tools required to seal manholes by chemical pressure grouting. The chemical injection pumps shall be equipped with pressure meters that will provide monitoring pressure during the injection of the chemical sealants. When necessary, liquid bypass lines equipped with pressure-regulating bypass valves will be incorporated into the pumping equipment.
- ii. Chemical Sealing Materials: The chemical grout shall be Avanti AV-100 or approved equal which has a documented record of satisfactory performance in sewer usage. All grouting materials shall be delivered to the job site in the original, labeled, and unopened containers. The Contractor shall submit with his bid, the brand name manufacturer of the chemical grout(s) intended for use. The chemical grout(s) selected by the Contractor is subject to approval of the Engineer.
- iii. For protection of the manhole structure through freeze thaw cycles, the top four (4) feet of the structure shall be a urethane base grout AV-248 Low Viscosity or approved equal.
- iv. Mixing and handling of chemical grout, which may be toxic under certain conditions, shall be in accordance with the recommendations of the manufacturer and in such a manner to minimize hazard to personnel. It is the responsibility of the Contractor to provide appropriate protective measures to ensure that chemicals or gels are handled by authorized personnel in the proper manner. All equipment shall be subjected to the approval of the Engineer. Only personnel thoroughly familiar with the handling of the grout material and additives shall perform the grouting operations.
- v. Preliminary Repairs: All cracked or deteriorated material shall be removed from the manhole and the Contractor shall cut and trim all roots within the manhole. The Contractor shall seal all unsealed lifting holes, unsealed step holes, pre-cast manhole section joints, and voids larger than approximately ½" in thickness with manhole section joints, and voids larger than approximately ½" in thickness with a waterproof quick-setting mortar, Strong Seal QSR; Quadex Hyperform, or an approved equal in accordance with the manufacturer's specifications.
- vi. Drilling and Injection: Injection holes shall be drilled through the manhole at 120-degree angles from each other at the same plane of elevation. Rows shall be separated by no more than three (3) vertical feet, and the holes shall be staggered with the holes in the rows above and below. Provide additional injection holes near observed defects, bench and trough, and at pipe seals. At all visible leaks and areas with evidence of leaks within the manhole structure, a hole shall be carefully drilled from within the manhole and shall extend through the entire manhole wall. A minimum of six (6) injection holes shall be provided in the walls/cone and three (3) injection holes at each pipe seal and at the bench/trough.
- vii. Manholes shall be grouted completely from the pipe invert to the top of the corbel or bottom of the flattop. Grout shall be injected through the holes under pressure with a suitable probe.

Grout ports or sealant injection devices shall be placed in these previously drilled holes in such a way as to provide a watertight seal between the holes and the injection device. A hose, or hoses shall be attached to the injection device from an injection pump. Grouting from the ground surface shall not be allowed. Grout travel shall be verified by observation of grout to defects or adjacent injection holes. Provide additional injection holes, if necessary to ensure grout travel. Care shall be taken during the pumping operation to ensure that excessive pressures do not develop and cause damage to the manhole structure or surrounding surface features. Grout shall be injected through the lowest holes first. The procedure shall be completed until the manhole is externally sealed with grout, resulting in a chemical grout curtain.

- viii. **Sealing After Grouting:** Upon completion of the injection, all chemical grout material shall be removed from interior surfaces of the manhole. After grouting is completed, the grout ports shall be removed, and the remaining holes shall be cleaned with a drill and filled with quick-setting hydraulic mortar and troweled flush with the surface of the manhole wall or other surfaces. The mortar used shall be a non-shrink patching mortar such as Strong Seal QSR; Quadex Hyperform, or an approved equal. This coating shall cover at least 6" either side of the joint sealed or where injection holes were drilled.

Grout Wall Joints

The procedures for Grout Wall Joint shall be the same as listed above for a complete curtain grout manhole but shall be limited to wall joints and/or areas with evidence of infiltration for each manhole indicated on the plans. Holes shall be carefully drilled from within the manhole and shall extend through the entire manhole wall. In cases where there are multiple leaks around the circumference of the manhole, fewer holes may be drilled, providing all leakage is stopped from these holes. Grout ports or sealant injection devices shall be placed in these previously drilled holes in such a way as to provide a watertight seal between the holes and the injection device. A hose, or hoses, shall be attached to the injection device from an injection pump. Grout travel shall be verified by observation of grout to defects or adjacent injection holes. Provide additional injection holes, if necessary to ensure grout travel.

Sealing after grouting wall joints shall be the same as above and shall include patching with a ½" thick quick setting mortar such as Strong Seal QSR; Quadex Hyperform, or an approved equal and shall cover at least 6" either side of the joint sealed or where injection holes were drilled.

Curtain Grout Bottom, 18"

The procedures for Grout Bottom, 18" shall be the same as indicated above, but shall be limited to the bottom portion of the manhole. Pipe seal grouting shall include all pipe seals in the specified manhole and grouting of the bench/trough, wall/bench joint, and walls to the maximum height of 18" from the crown of the pipe. Provide additional injection holes near observed defects, bench and trough, and at pipe seals. At all visible leaks, a hole shall be carefully drilled from within the manhole and shall extend through the entire manhole wall. A minimum of three injection holes at each pipe seal and at the bench/trough shall be required.

Sealing after grouting manhole bottoms shall be the same as above and shall include patching with a ½” thick quick setting mortar such as Strong Seal QSR; Quadex Hyperform, or an approved equal and shall cover at least 6” either side of each location sealed or where injection holes were drilled.

Grout Tests

The Contractor shall perform and record a grout gel test in the presence of the Engineer. This test shall include the recording of the grout tank solution temperature, catalyst tank solution temperature, ambient air temperature in truck, and gel time of the sample. The test shall be performed whenever the following conditions occur:

- i. At the beginning of each day. The material in the hoses shall be recycled to the tanks and a sample shall be taken;
- ii. Whenever new batches of grout are mixed; and
- iii. Whenever the temperature in the tanks or ambient temperature have changed by more than +/- ten (10) degrees Fahrenheit from the previous gel test.

Final Acceptance

After the specified sealing work has been completed, the manholes shall be visually inspected by the Contractor (as required) in the presence of the Owner/Engineer and found to be acceptable. All rehabilitated manholes shall also be re-inspected for leaks one year after completion and resealed, if necessary, at no additional cost to the Owner.

Basis of Payment

The Contractor shall provide the necessary tools and equipment to complete all work as described above. Payment shall be based on the Contract Unit Price per Each for CURTAIN GROUT MANHOLE or CURTAIN GROUT BOTTOM, 18”. Payment shall be based on the Contract Unit Price per Each Joint for GROUT WALL JOINTS. If more than two (2) Grout Wall Joints and/or Curtain Grout Bottom, 18” are necessary to seal the manhole, the Engineer shall have the right to change the pay item and scope to Curtain Grout Manhole.

O. REPAIR BENCH AND TROUGH

Description

Invert repair shall be performed on all inverts with visible damage or where infiltration is present or when vacuum testing is specified. After blocking the flow through the manhole and thoroughly cleaning the invert, a quick-setting patch material shall be applied in an expeditious manner. The material shall be troweled uniformly onto the damaged invert at a minimum thickness of ½” at the invert extending out onto the bench of the manhole sufficiently to tie into the structural monolithic liner to be spray

applied. The finished invert shall be smooth and free of ridges. The flow may be re-established in the manhole within 30 minutes after the placement of the material.

The trough shall then be coated with a cementitious product such as Strong Seal MS2-C or approved equal in the manner specified in Manhole Sealing (Cementitious).

Basis of Payment

This item shall only be paid where cementitious coating is not being applied to the walls and shall be paid for at the Contract Unit Price per Each for REPAIR BENCH AND TROUGH. This price shall be payment in full for performing the work for furnishing all labor, supervision, materials, equipment, and testing necessary to complete the work.

P. CORROSION PROTECTIVE LINING FOR MANHOLE STRUCTURE

Description

This specification shall govern all work, materials, and equipment required for rehabilitating and protecting the interior walls and bench of new and selected existing wastewater structures, manholes, and other underground vaults by monolithic spray-application of a high-build, solvent-free, 100% solids, high performance epoxy coating to eliminate infiltration, provide corrosion protection, repair voids, and enhance structural integrity.

Material

Raven 405 as manufactured by Raven Lining Systems or approved equal.

Submittal Requirements

The following items shall be submitted and approved before rehabilitation can proceed:

- i. Material Safety Data Sheet (MSDS)
- ii. Submit product data for each component specified including data substantiating that the proposed materials comply with specified requirements and recommendations by the manufacturer covering all materials.
- iii. Samples of the cured system as described below:
 - a. Finish texture as determined by the Village or Village's authorized representative.

Construction Sequencing

The sequence of construction shall follow the below listed steps. This procedure is for epoxy coating of an existing manhole:

- i. The Contractor shall mobilize equipment for cleaning and preparation.
- ii. Setup confined space entry, scaffolding, and ventilation as necessary.
- iii. Contractor may use a flow-through plug to convey the forcemain discharge flow through the manhole.
- iv. Prepare wall and invert surfaces according to Preliminary Surface Preparation Requirements.

- v. Repair and fill voids if any.
- vi. Repair and seal bench if necessary: After repairing and filling voids and preparations are complete, remove all loose material and wash again. Any bench repairs shall be made at this time using the Quick-setting patching mix.
- vii. Prepare wall and bench surfaces according to manufacturer recommendations.
- viii. Apply a primer base coat.
- ix. Apply epoxy corrosion protective lining according to Epoxy Coating Installation.
- x. Allow curing according to manufacturer's recommendations.

Preliminary Surface Preparation

The Contractor shall inspect all surfaces specified to receive a protective coating prior to surface preparation. Applicator shall notify the Village of any noticeable disparity in the surfaces which may interfere with the proper preparation or application of the repair mortar and protective coating.

- i. Place covers over invert(s) to prevent extraneous material from entering the sewer lines before cleaning.
- ii. Clean interior surfaces of manhole debris, dirt, oil, grease, and any other extraneous materials. Pressure wash (minimum 3,500 psi) manhole walls to remove loose mortar, concrete, and debris.
- iii. The substrate must be visibly dry before proceeding. Any specific area that is not visibly dry or is experiencing water penetration (i.e., groundwater seepage) shall be surface-dried utilizing forced air heating or dehumidification units.
- iv. Fill any large voids (if any) using one of the approved patching materials. Surface voids and defects shall receive a minimum of ½" thickness of the specified structural lining repair mortar.
- v. After preparations are complete, remove any loose material and wash again.
- vi. Material shall be applied only when the walls are in a damp or dry state with no visible water dripping or running over the manhole walls. The bench application shall be such that a gradual slope is produced from the walls to the invert and the wall/bench intersection shall be rounded to uniform radius the full circumference of the intersection.
- vii. The repair materials shall be permitted to cure according to manufacturer's recommendations. Curing compounds should not be used unless approved for compatibility with the specified protective coating.
- viii. If cementitious coating has been applied, epoxy coating shall be applied only after cementitious coating is fully cured in accordance with epoxy coating manufacturer's recommendations.

Epoxy Coating Installation

Specified surfaces shall receive one coat of primer and one coat of a moisture tolerant, solvent free, 100% solids, epoxy protective coating by spray application to a wet film thickness of 80 mils. The specified wet film thickness shall be applied via spray application in a single coat with multiple passes.

- i. All surfaces should be inspected during and after preparation and before the protective coating is applied.

- ii. Protect surrounding areas and surfaces not scheduled to be coated from damage during surface preparation and application of epoxy liner system. Immediately remove epoxy liner system that fall on surrounding areas and surfaces not scheduled to be coated.
- iii. All epoxy liner materials shall be mixed and applied at temperatures in accordance with these Specifications and the manufacturer's recommendation.
- iv. Epoxy liner materials shall not be applied in inclement weather conditions.
- v. Ambient temperatures must be between 40- and 85-degrees Fahrenheit during application of epoxy liner materials. Relative humidity must be below 85%.
- vi. The minimum substrate temperature at the time of application shall be 45 degrees Fahrenheit. The maximum substrate temperature at the time of application shall be 100 degrees Fahrenheit.
- vii. At the time of application, the substrate temperature must be at least 5 degrees Fahrenheit above dew point.
- viii. Adequate lighting shall be provided to sufficiently light up all areas to be worked on without inclusion of shadow areas.
- ix. Epoxy liner materials shall not be applied in windy conditions. Contractor shall ensure windblown matter is prevented from contaminating freshly coated surfaces.
- x. Keep containers closed when not in use to avoid contamination.
- xi. Do not use mixed epoxy liner materials beyond pot life limits.
- xii. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.
- xiii. Manufacturer approved heated plural component spray equipment shall be used in the application of the specified protective coating.
- xiv. Airless spray application equipment approved by the coating manufacturer shall be used to apply each coat of the protective coating.
- xv. Uniformly apply epoxy liner materials at spreading rate required to achieve specified.
- xvi. During application a wet film thickness gage meeting ASTM D4414 – Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used to ensure a monolithic coating and uniform thickness during application.

Final Acceptance

After curing (typically 6 to 8 hours) the surface shall be spark tested to determine presence of any pinholes in accordance with ASTM D4787. These shall be repaired immediately. Testing and repairs shall be considered incidental.

Any structure receiving corrosion protective lining shall be re-inspected for leaks six months after completion and repaired, if necessary, at no cost to the Village.

Minimum requirements of the corrosion protection coatings and/or lining system are that it be free of the following:

- i. Uncured material
- ii. Inadequate thickness
- iii. Pinholes

- iv. Blisters
- v. Delamination
- vi. Foreign matter
- vii. Unspecified materials

Basis of Payment

This item will be paid for at the Contract Unit Price per Vertical Foot for CORROSION PROTECTIVE LINING FOR MANHOLE STRUCTURE. This price shall include all labor and materials to rehabilitate the manhole as described in the above provisions. Measurement for payment shall be made from the invert to the bottom of the manhole frame and shall be measured to the nearest tenth of a foot.

Q. VACUUM TESTING

Description

This specification shall govern the vacuum testing of sanitary sewer manholes and structures and shall be used as a method of determining acceptability by the Owner, in accepting maintenance or installation of a sanitary sewer manhole or structure. Vacuum testing shall be according to ASTM c1244, except as specified otherwise herein. Other forms for testing of some manholes may be required, as deemed necessary by the Owner.

At least twenty-five percent (25%) of the total number of the sanitary sewer manholes installed or receiving cementitious coating shall be vacuum tested as specified herein. Manholes to be tested shall be selected by the Engineer at the time of testing. No advance notice will be provided to the Contractor as to which manholes will be tested. If more than ten percent (10%) of the manholes tested fail the initial test, an additional twenty-five percent (25%) of the total manholes shall be tested at no additional charge. This process shall continue until a series of manholes (25% of the total) successfully test with no more than 10% initial failure or until all manholes have been tested. Additional vacuum testing required after failing the initial testing will be considered incidental to the Contract and will not be paid for separately.

Manholes shall be tested after installation or rehabilitation and when all connections are in place. Lift holes, if any, shall be plugged with an approved, non-shrinkable grout prior to testing. Drop connections shall be installed prior to testing. The vacuum test shall include testing of the seal between the cast iron frame and the concrete cone, slab, or grade rings. Manhole vacuum testing shall be performed after all adjacent underground utilities have been installed and all manholes have been backfilled and finished to final grade.

All manholes found to have been damaged or disturbed prior to the final (one-year) inspection shall be corrected and vacuum tested at that time, regardless of whether or not they were originally vacuum tested. If a coating or lining is to be applied to the interior of the manhole, the vacuum test must not be performed until the coating or lining has been cured according to the manufacturer's recommendations.

Procedure for testing shall be as follows:

- i. Temporarily plug all pipes entering the manhole. Each plug must be installed at a location beyond the manhole/pipe gasket (i.e., outside the manhole wall), and shall be braced to prevent the plug or pipe from being drawn into the manhole.
- ii. The test head shall be placed inside the rim of the cast iron frame at the top of the manhole and inflated, in accordance with the manufacturer's recommendations.
- iii. A vacuum of at least ten inches of mercury (10" Hg) shall be drawn on the manhole. Shut the valve on the vacuum line to the manhole and shut off the pump or disconnect the vacuum line from the pump.
- iv. The pressure gauge shall be liquid filled, having a 3.5-inch diameter face with a reading from zero to thirty inches of mercury.

The manhole shall be considered to pass the vacuum test if the vacuum reading does not drop more than 1" Hg during the following minimum test times for various manhole diameters.

	Manhole Diameter (inches)								
	30	33	36	42	48	54	60	66	72
Depth (ft)	Test Time (seconds)								
8	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	46	51	57
16	22	24	29	34	40	46	52	58	67
18	25	27	32	38	45	52	59	65	73
20	28	30	35	42	50	53	65	72	81
22	31	33	39	45	55	64	72	79	89
24	33	36	42	50	59	64	78	87	97
26	36	39	46	55	64	75	85	94	105
28	39	42	49	59	69	81	91	101	113
30	42	45	53	65	74	87	89	108	121

Basis of Payment

This item shall be paid for at the Contract Unit Price per Each for VACUUM TESTING and shall include furnishing all labor, supervision, materials, equipment, and testing necessary to complete the work.

R. PRE-CONSTRUCTION SURFACE VIDEO RECORDING

Description

This work consists of performing color video and audio recording of the project area and other areas which may be impacted by construction, specifically excavation or any work that requires backyard access.

Preconstruction video recordings will include coverage of the project area and all other areas which may be impacted by construction. Video recordings will also include construction easements when applicable. Video recordings will provide a visual record of all physical features within those areas, including, but not limited to, roadways, pavements, curbs, gutters, driveways, driveway aprons, sidewalks, carriage walks, parkways, trees, landscaping, shrubbery, plantings, landscaping walls, retaining walls, signs, sign posts, fences, utility poles, light poles, utilities, equipment, manholes, b-boxes, cleanouts, valves, curb structures, pipelines, buildings, mailboxes, and any other features located within the project area.

Video recordings will begin with an audio narrative which provides the current date and time, the name of Owner and name of project, and a description of both the starting location and the location(s) to be recorded, including street name(s), addresses, and any additional information which may be necessary to describe the location and subject of viewing.

Video recordings will maintain viewer orientation by means of an audio commentary in the audio track of each video recording which provides an explanation of what is being viewed; and by videotaping landmarks and readily identifiable objects (property addresses, street signs, etc.) at appropriate intervals.

Preconstruction surface televising will be recorded at a rate of travel not exceeding 48 feet per minute and zooming and panning rates will be controlled to provide clarity of features during playback. The finished product will be provided with bright, clear pictures and accurate colors free from distortion, tearing, rolls, or other forms of picture imperfection. The audio will have proper volume and clarity. All recordings will be performed at times of satisfactory visibility, and when no more than ten percent of ground is obscured by snow, leaves, or other cover.

If any element within or portion of the project area is not adequately documented by the preconstruction surface televising so as to definitively demonstrate its condition prior to the start of construction, Contractor will assume responsibility for the repair, restoration, or replacement of that element or portion of the project area. Such repair, restoration, or replacement will be to equal or better condition than previously existing and will further comply with all standards and provisions which govern the work in question.

Schedule

Preconstruction surface televising will be performed according to the following schedule:

- i. Preconstruction surface televising will take place after a Notice to Proceed has been issued.
- ii. Preconstruction surface televising will take place after the JULIE request for the project area(s) have cleared.

- iii. Preconstruction surface televising will take place before any equipment, materials, or other items are delivered to the site.
- iv. Preconstruction surface televising will take place no more than fourteen (14) chargeable days prior to the start of construction.
- v. The required preconstruction surface televising deliverables will be submitted to the Engineer, and the Engineer will review, and issue written approval of the video before any activity other than utility locating will be permitted to start. Such activity will include, but not be limited to, delivery of materials and equipment, installation of traffic control and erosion control, and completion of construction layout and tree protection. No days will be charged against the contract time while the video is under review by the Engineer, including the day the deliverables are submitted and the day a response is provided. If the video or any portions thereof are rejected, the contract time will commence to run until revisions are submitted.
- vi. The televising will be submitted to the Engineer for review prior to commencement of any construction and receive acceptance of recordings prior to commencement of construction. Any areas found not acceptable to the Owner will be re-filmed at no additional cost to the contract.

Deliverables

Video will be high definition, with a minimum resolution of 1280x720 pixels per frame. Video will be filmed in a landscape aspect ratio. Video will be filmed in a portrait aspect ratio will considered unacceptable and will be rejected.

Preconstruction surface televising will be provided as electronic files of .avi, .mp4, .wmv, or .mpg file format, or of such other file format as may be approved by the Engineer. Preconstruction video recordings will be provided as independent digital container format files, which container files will include all video, audio, and other electronic information necessary to view the preconstruction surface televising as intended.

Preconstruction surface televising electronic files will be provided on a portable electronic media device of the following types: USB flash drive, SD flash memory card, external hard drive, or such other portable electronic media device approved by the Engineer. Preconstruction surface televising electronic files may also be provided via online file sharing, cloud storage, File Transfer Protocol (FTP), or other online/network file transfer methods if approved by the Engineer.

Video DVD will be considered an unacceptable format for providing preconstruction surface televising and will be rejected.

Preconstruction surface televising electronic files shall be accompanied by corresponding logs with document the dates, times, and locations covered by each preconstruction video recording electronic file.

Contractor shall maintain copies of all items submitted to the Engineer for Contractor's own use and record.

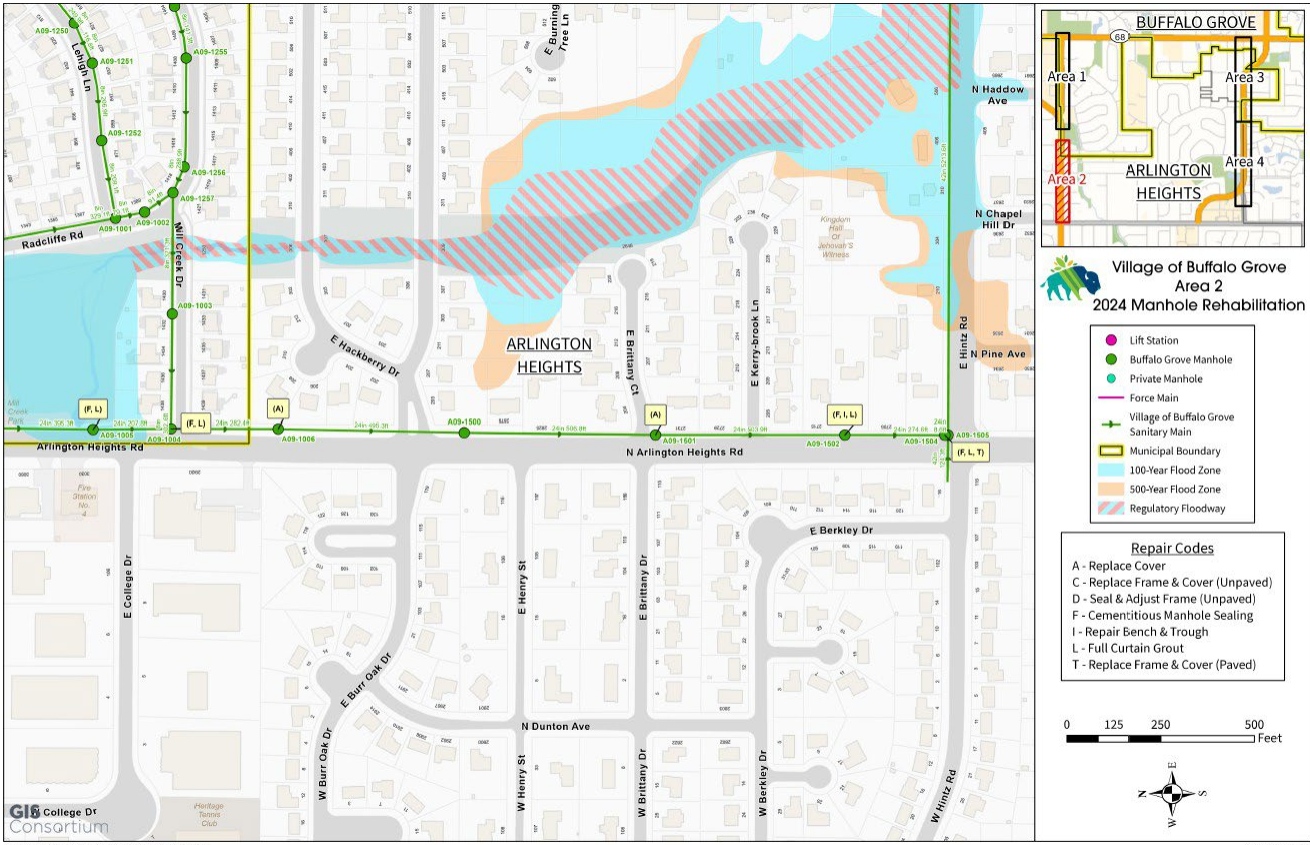
Basis of Payment

This work shall be paid for at the Contract Unit Price per Lump Sum for PRE-CONSTRUCTION SURFACE VIDEO RECORDING and shall include furnishing all labor, supervision, materials, AND equipment necessary to complete the work.

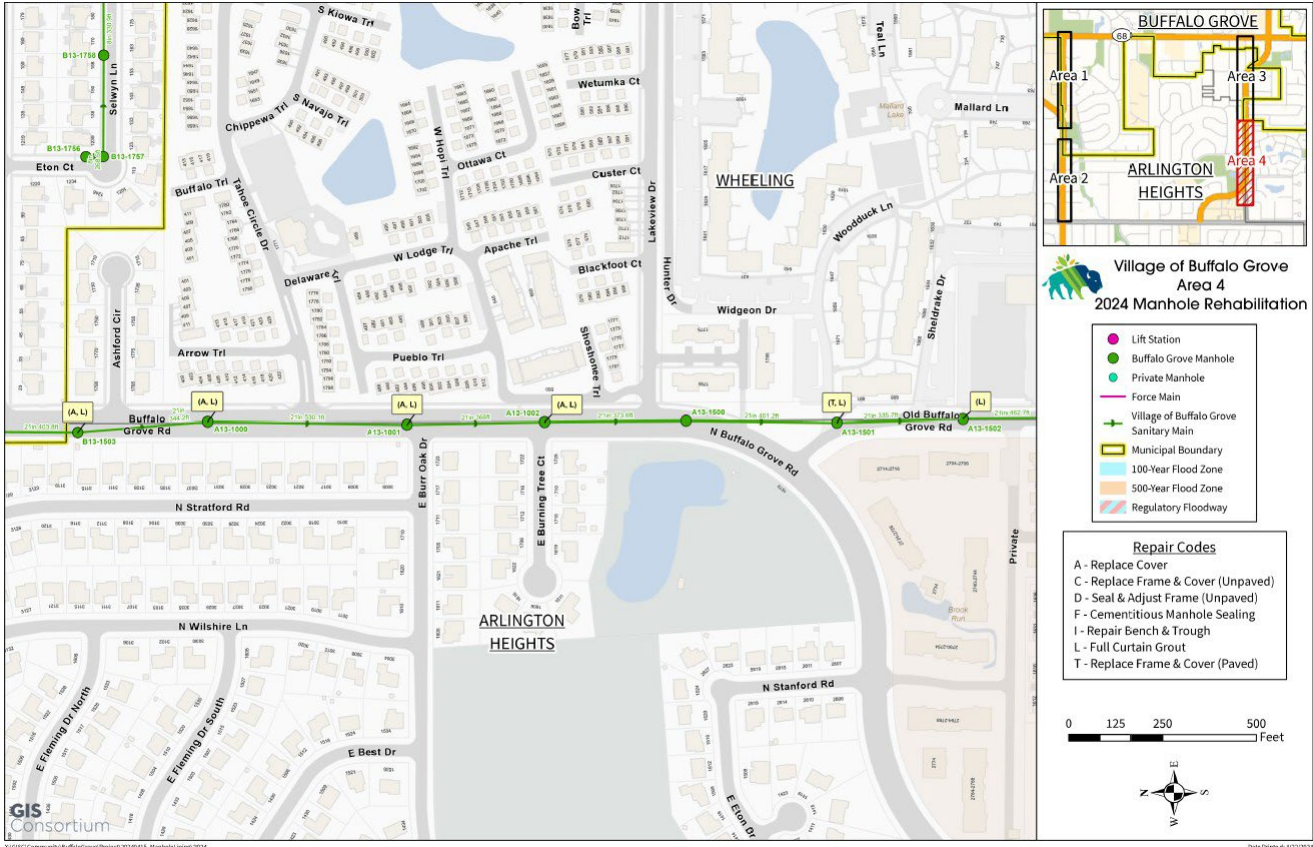
MANHOLE REHABILITATION SCHEDULE APPROXIMATE SUMMARY OF QUANTITIES

Village of Buffalo Grove, IL 2024 Manhole Rehabilitation Program Manhole Rehabilitation Schedule													
Manhole Information							Rehabilitation Method						
Manhole ID	Address	Surface Type	Structure Location	Manhole Depth (ft)	Manhole Diameter	Structure Material	Replace Cover	Replace Frame and Cover - Nonpaved	Replace Frame and Cover - Paved	Seal and Adjust Manhole Frame - Nonpaved	Cementitious Manhole Sealing	Curtain Grout Manhole	Repair Bench and Trough
A9-1504	2701 N Arlington Heights Rd	Concrete/Pvmt	Road	22.6	60"	Concrete			1		1	1	
A9-1502	2705 N Arlington Heights Rd	Grass/Dirt	Easement/ROW	22.5	48"	Concrete					1	1	1
A9-1501	2731 N Arlington Heights Rd	Concrete/Pvmt	Sidewalk	8.85	60"	Concrete	1						
A9-1006	2909 N Arlington Heights Rd	Grass/Dirt	Easement/ROW	6.2	48"	Concrete	1						
A9-1004	1438 Mill Creek Dr	Concrete/Pvmt	Sidewalk	20.2	60"	Concrete					1	1	
A9-1005	3001 N Arlington Heights Rd	Grass/Dirt	Easement/ROW	19.8	60"	Concrete					1	1	
B9-1510	3201 N Arlington Heights Rd	Grass/Dirt	Easement/ROW	21.12	48"	Concrete		1			1	1	
B9-1508	3211 N Arlington Heights Rd	Grass/Dirt	Easement/ROW	14.45	60"	Concrete	1	1					
B9-1507	3228 N Old Arlington Heights Rd	Concrete/Pvmt	Sidewalk	18.03	60"	Concrete					1	1	
B9-1013	951 Old Arlington Ct	Grass/Dirt	Yard	20.36	48"	Concrete		1					
B9-1009	3400 N Old Arlington Heights Rd	Grass/Dirt	Easement/ROW	20.04	60"	Concrete		1				1	
B9-1022	3448 N Old Arlington Heights Rd	Grass/Dirt	Easement/ROW	21.7	60"	Concrete	1					1	
C9-1510	1100 W Dundee Rd	Grass/Dirt	Easement/ROW	21.55	48"	Concrete					1	1	
A13-1502	2748 Old Buffalo Grove Rd	Asphalt	Road	13.2	48"	Concrete						1	
A13-1501	601 Old Buffalo Grove Rd	Asphalt	Road	11.8	60"	Concrete			1			1	
A13-1002	1798 E Burning Tree Ct	Concrete/Pvmt	Road	12.35	60"	Concrete	1					1	
A13-1001	3004 Buffalo Grove Rd	Concrete/Pvmt	Road	15.85	60"	Concrete	1					1	
A13-1000	Buffalo Grove Rd	Concrete/Pvmt	Road	15.35	60"	Concrete	1					1	
B13-1503	3100 N Buffalo Grove Rd	Concrete/Pvmt	Road	16.8	60"	Concrete	1					1	
B12-1753	3228 N Buffalo Grove Rd	Concrete/Pvmt	Road	20.2	60"	Concrete	1				1	1	
B12-1752	3230 Buffalo Grove Rd	Concrete/Pvmt	Road	20.75	60"	Concrete	1				1	1	
B12-1751	3400 Buffalo Grove Rd	Concrete/Pvmt	Road	20.2	60"	Concrete	1				1	1	
B12-1266	3514 Buffalo Grove Rd	Concrete/Pvmt	Road	18.75	60"	Concrete	1					1	
B12-1258	1799 Dun-Lo Ave	Grass/Dirt	Easement/ROW	14.5	60"	Concrete						1	
B12-1256	3516 N Old Buffalo Grove Rd	Grass/Dirt	Easement/ROW	13.8	60"	Concrete						1	
B12-1257	3618 N Old Buffalo Grove Rd	Grass/Dirt	Easement/ROW	9.48	60"	Concrete					1	1	
B12-1267	165 W Dundee Rd	Grass/Dirt	Easement/ROW	5.12	60"	Concrete				1			

Attachment: 2024 Manhole Rehab Contract. Final (O-2024-65 : 2024 Manhole Rehabilitation Project)







2024 MANHOLE REHABILITATION PROJECT

Village Material List

EXHIBIT NO.109 MATERIALS LIST

Date of revision: 1/1/16

Water Distribution Material Specifications:

Water main pipe.	Ductile Iron Pipe. Pipe class thickness—AWWA C150, minimum thickness, Class 52. Pipe—AWWA C151. Pipe lining—AWWA C104. Fittings—AWWA C153. Joints—mechanical and push-on, AWWA C111. Wrap—4 mil. X-Lam conforming to AWWA C105.A21.5 and AWWA C600. No 90 degree bends allowed. All stainless steel trim.
Valves.	American Flow Control, Series 2500 resilient wedge gate valve, All sizes two inch to fourteen inch, counter clockwise to open, AWWA C500., AWWA C504. Clow AWWA C-504 Butterfly Valve for sixteen inch and above. Joint end—mechanical, AWWA C111. All stainless steel trim.
Valve Vault.	All structures shall be monolithically precast with designed openings or mechanically cored in the field and shall have rubber boots conforming to ASTM C-923. Dog house vaults are excluded from these requirements when permitted by Village Engineer. Size: For six and eight inch diameter valves, valve vaults shall have a forty-eight inch inside diameter; for pressure connections and valves ten inches and larger in diameter, valve vaults shall have a sixty inch inside diameter. All valve vault cones must be eccentric centers with valve properly aligned.
Castings.	East Jordan Iron Works 1022 Frame and Lid or Neenah R-1713, embossed per Exhibit No. 401 of Buffalo Grove Numerical Code Title 16.
Fire Hydrant.	Waterous Pacer Model WB67-250, AWWA C502, painted fire engine red above ground, with resilient wedge auxiliary gate valve. Nozzles, two at two and one half inch, one at four and one half inch, with threads conforming to National Standard Specifications. Frangible section (breakaway type) with the break line flange located one inch above finished grade. Joint end, six inch, mechanical or push-on. All stainless steel trim. Auxiliary boxes and hydrants shall be a direct flange-to-flange connection.
Fire hydrant extension	Fire hydrant extensions and parts to be manufactured by Waterous only. All stainless steel trim.
Hydrant Valve Box \ Valve boxes	Hydrant Valve Box Tyler 664-S. Lid embossed "WATER." Rubber valve box stabilizer required.
Service Pipe.	Copper tube, two inches and smaller, ASTM B88, Type K (1" minimum). Ductile iron, larger than two inches. Conform to Water main section above. Service upgrade for existing water main requires a stainless steel tap repair clamp. Ford model FS1-CC, minimum length 15" long.
Corporation Stop.	Mueller H15000, 1" minimum, AWWA C800. 1" Direct tap or 1 1/4" and larger shall use Ford FC202 stainless steel band, epoxy coated saddle.
Curb Stop.	Copper service, Mueller H-15154. Ductile iron service, Resilient wedge counter clockwise to open, AWWA C500. Joint end—mechanical, AWWA C111.
Curb box	Copper service, Mueller H-10302. Ductile iron service, conform to Hydrant Valve Box section above. Ductile iron service, 6" and larger, conform to Valve Vault section above.
Copper to Copper Fittings	Mueller Company Model #H-15400. An all flared coupling is required, no sweat joint or compression allowed.
Pressure Connections	Ford FTSS style tapping sleeve. American Flow Control Series 2500 tapping valve four inch minimum. All stainless steel trim.

Sanitary Sewer Material Specifications:

Sewer and Service Connection Pipe	Reinforced concrete pipe—circular reinforcement, minimum Class 3, ASTM C76, with epoxy lining. PVC solid wall (SDR-26H) pipe—ASTM D-3034 for six to fifteen inches in diameter.
Sewer and Service Connection Pipe Joints.	Reinforced concrete pipe—ASTM C443. PVC solid wall (SDR-26H) pipe—ASTM D-3212 for six to eighteen inches in diameter.
Sewer and Service Connection Pipe Fittings	PVC solid wall (SDR-26H) pipe—ASTM D3034 for six to fifteen inches in diameter.
Casing Pipes.	Steel pipe—ASTM A120, three-eighths inch minimum thickness.
Manholes	Size: For sewer eighteen inch diameter or less, manhole shall have a forty-eight inch inside diameter. For sewer twenty-one inch to thirty-six inch diameter, manhole shall have a sixty inch inside diameter. For sewer greater than thirty-six inch diameter, manhole shall have an offset riser pipe of forty-eight inch inside diameter. All structures shall be monolithically precast including bases and invert flow lines.
Castings.	East Jordan Iron Works Frame 1022 or Neenah R-1713, with self-sealing lid and recessed pick hole, embossed per Exhibit No. 301 of Buffalo Grove Numerical Code Title 16.

Storm Sewer System Material Specifications:

Structures.	All structures shall be precast with designed openings or mechanically cored in the field.
Castings.	Closed Lid, East Jordan Iron Works 1022 or Neenah R-1713, embossed per Exhibit No. 201., Open Lid, East Jordan Iron Works 1022 or Neenah R-1713, Standard B4.12 or any other barrier curb, Type 11— East Jordan Iron Works 7210 or Neenah 3281-A or Neenah 3170 on existing structures where required. Box height must be 6" minimum with 5' tapers to match curb height., Depressed barrier curb, Type M3 Grate, Yard inlet, Type 8— East Jordan Iron Works 6517 or Neenah R-4340-B
Sewer Pipe Joints.	Reinforced concrete pipe—ASTM C443 or C361. PVC solid wall (SDR-26H) pipe—ASTM D-3212 for six to eighteen inches in diameter.
Sump pump service connection pipe/sub surface drain pipe.	4" PVC solid wall sewer pipe SDR-35. Blind connections must be cored in storm sewer and pipe connection shall be made with a rubber boot and stainless steel band. Sump pump per Exhibit No. 202 of Buffalo Grove Numerical Code Title 16 and underdrain per Exhibit No. 203.

Material Specifications For All Utilities:

Bedding	CA-11, Class B or better. All stone shall be crushed; rounded aggregate will not be permitted. The stone shall be compacted to 90% modified proctor density as required by ASTM D1557 or AASHTO T-180. Recycled materials permitted from IDOT approved sources meeting the correct gradations.
Trench Backfill	CA-11, Class B or better. This item shall meet the requirements of Class B CA-11, per the IDOT Standard Specifications for Road and Bridge Construction. All stone shall be crushed; rounded aggregate will not be permitted. The stone shall be compacted to 95% modified proctor density as required by ASTM D1557 or AASHTO T-180. Jetting of trenches is not permitted. Recycled materials permitted from IDOT approved sources meeting the correct gradations.
Adjustments	No more than two precast concrete adjusting rings with six inch maximum height adjustment shall be allowed, minimum one 2" ring installed on new structures. All adjustment rings less than 2" shall be HDPE rings. Only one HDPE may be used within the precast tolerances. Only precast concrete or

	HDPE adjustment rings permitted. ½" x 3.5" mastic to be used between all frames, rings and structures. Mortar around rings, but none between. Bed of mortar can be used on cone or flat top of structure.
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Miscellaneous Material Specifications:

Detectable Warnings	East Jordan Iron Works or Neenah cast iron detectable warnings. Color shall be brick red.
Concrete	In accordance with IDOT Standard Specifications for Road and Bridge Construction
Asphalt	In accordance with IDOT Standard Specifications for Road and Bridge Construction and Section 16.50.070 of the Village of Buffalo Grove Municipal Code

* The Village Engineer shall have the authority to approve the use of alternative materials than those specifically required by Exhibit 109 in the manner provided for in Title 16 of the Village of Buffalo Grove Numerical Code. The Village Engineer may approve alternative materials that are not specifically required by this title when:

1. The materials or their components required by this title are no longer manufactured and available for purchase; and
2. The alternative materials are generally consistent with requirements of this title, including but not limited to those standards relating to production, composition, safety and aesthetics.

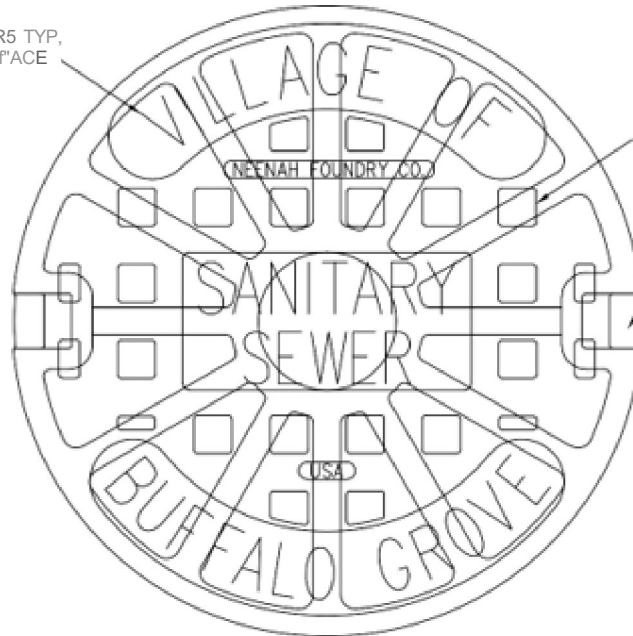
Testing Specifications:

(In addition to the requirements of IDOT's Standard Specifications for Road and Bridge Construction or the Standard Specifications for Water and Sewer Construction in Illinois)

Storm Sewer	Cleaning and televising, with reporting, as directed by the Village Engineer
Sanitary Sewer	Cleaning and televising, with reporting, as directed by the Village Engineer

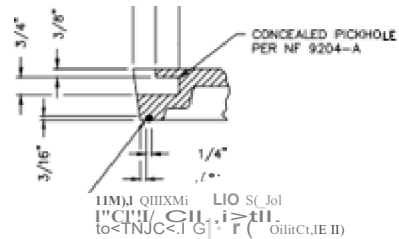
*When conflicting information exists between the plans specifications and this exhibit number 109 the information listed in exhibit number 109 shall govern. All castings on a project or development shall come from a single manufacturer.

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Attachment: 2024 Manhole Rehab Contract. Final (O-2024-65 : 2024 Manhole Rehabilitation Project)

CONTRACT EXHIBIT B- SCHEDULE OF PRICES

VoBG-2024-17

EXHIBIT B - SCHEDULE OF PRICES

Name of Bidder:

National Power Rodding Corp.

Address of Bidder:

2500 W Arthington St.City ChicagoState ILZip 60612Telephone 312-666-7700Email Address: office@nationalpowerrodding.com

The Bidder declares, represents, and warrants that it has read and agrees to abide by the terms, conditions and obligations set forth in the Invitation to Bid. In particular, the Bidder declares, represents and warrants that it has informed itself of all the conditions under which the Work is to be performed including, but not limited to, and where applicable, the conditions of the ground, and building codes. Bidder waives any right to additional compensation for failure to make itself aware of the afore-mentioned conditions.

Bidder further declares that if their Bid Proposal is accepted, that Bidder will enter into the Contract in the same form as set forth in the Bid and Contract Documents. However, Bidder may request changes to the Contract by submitting with this Schedule of Prices a list of requested changes to the Contract.

If this bid is accepted, and the undersigned fails to (i) contract as aforesaid, (ii) provide the Performance and Payment Bond required by the Contract, and (iii) provide all insurance required under the Contract within fifteen (15) calendar days after the date of the award of the Contract then the Village, at its option, may determine that the bidder has abandoned this Bid, and thereupon this Bid and the acceptance thereof shall be null and void, and such security accompanying this Bid shall be forfeited and shall be the property of the Village of Buffalo Grove not as penalty, but as liquidated damages.

BJD SECURITY

Accompanying this Bid is a bid bond _____

in the amount of _____ percent of total bid _____ Dollars

(\$ _____ 1/100 _____).

Note: (11) Inscrutinize the words "Bank Draft", "Cashier's Check", "Certified Check" or "Bid Bond", as the case may be.

(b) Amount must be equal to at least **ten percent (10%)** of the Total Base Bid.

VoDG-2024-17

EXHIBIT B - SCHEDULE OF PRICES (cont.)

See Appendix A for approximate quantities.

Item	Item Description	Estimated Quantities	Unit Price	Extended Price
1.	Replace Frame and Cover - Non-Paved	4	\$ 2,500.00	\$ 10,000.00
2.	Replace Frame and Cover - Paved	2	\$ 4,000.00	\$ 8,000.00
3.	Seal and Adjust Manhole Frame - Non-Paved	1	\$ 7,000.00	\$ 7,000.00
4.	Corrosion Resistant Manhole Sealing	217 LF	\$ 175.00	\$ 37,975.00
5.	Replace Cover	12	\$ 500.00	\$ 6,000.00
6.	Repair Bench and Trough	1	\$ 2,500.00	\$ 2,500.00
7.	Curtain Grout Manhole	22	\$ 750.00	\$ 16,500.00
8.	Curtain Grout Bottom 18"	0		
9.	Corrosion Protective Lining for MH Structure	0		
10.	Vacuum Testing	3	\$ 2,000.00	\$ 6,000.00
11.	Pre-Construction Surface Video Recording	Lump Sum (1)	\$ 3,000.00	\$ 3,000.00
12.	Traffic Control and Protection	Lump Sum (1)	\$ 25,000.00	\$ 25,000.00
TOTAL BASE BID (Items 1 - 12)				\$ 121,975.00

EXTENSION

Do you agree that escalating prices shall be no more than the Consumer Price Index for All Urban Consumers (CPI-U) in the Chicago area 01/374, whichever is less, if possible (1) year, extensions (please initial)?

Yes ☐ No ☐

Manhole Rehabilitation 12/2024

8

EXHIBIT B - SCHEDULE OF PRICES (cont.)

SUBCONTRACTOR LISTING

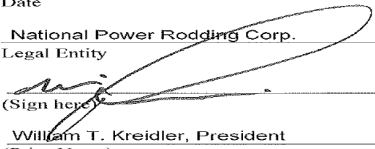
Bidder to employ the following listed subcontractors. For the following enumerated classes of work and is not to alter or add to such list without the written consent of the Village.

<u>SUBCONTRACTOR</u>	<u>CLASS OF WORK</u>
1. N/A	
2.	
3.	
4.	

ACKNOWLEDGEMENT OF ADDENDA

Acknowledgment of receipt of Addenda(s) 1 (list each addendum number)
Attach each signed addendum, if any to the bidpacket as part of your submittal.

CONTRACTOR SIGNATURE and CONTACT INFORMATION

June 4, 2024
Date
National Power Rodding Corp.
Legal Entity

(Sign here)
William T. Kreidler, President
(Print Name)

312-666-7700
Phone
office@nationalpowerrodding.com
E-Mail

CONTRACT EXHIBIT C – PERFORMANCE BOND
FORM OF PERFORMANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____ (the “**Principal**”) and _____ (the “**Surety**”), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the “**Village**”), the full and just sum of _____ Dollars (\$_____) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular Manhole Rehabilitation 2024 contract between Principal and the Village dated ____day of _____, 20 __, (hereinafter referred to as the “**Contract**”), a copy of which is attached and incorporated by reference as though fully set forth herein.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Contract; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Contract; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Work thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work.

IN WITNESS WHEREOF, we have hereunto set our hands and sea ____day of _____, 20 __.

SURETY

PRINCIPAL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST

ATTEST

By: _____

By: _____

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located

Attachment: 2024 Manhole Rehab Contract. Final (O-2024-65 : 2024 Manhole Rehabilitation Project)

CONTRACT EXHIBIT D – PARTIAL LIEN WAIVER

STATIL OF ILLINOIS

OUN'IFYOF

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ADDRESS _____
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Attachment: 2024 Manhole Rehab Contract. Final (O-2024-65 : 2024 Manhole Rehabilitation Project)

CONTRACT EXHIBIT E – FINAL LIEN WAIVER

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____

to furnish _____

for the premises known as _____

of which _____ is the owner.

THE undersigned, for and in consideration of _____

(\$ _____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,

do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating

to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material,

fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the

owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be

furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES

AND SAYS THAT HE OR SHE IS (POSITION) _____ OF

(COMPANY NAME) _____ WHO IS THE

CONTRACTOR FURNISHING _____ WORK ON THE BUILDING

LOCATED AT _____

OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of

\$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that

there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses

of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub

contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to

become due to each, and that the items mentioned include all labor and material required to complete said work according to

plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS*					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for

material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC

Attachment: 2024 Manhole Rehab Contract. Final (O-2024-65 : 2024 Manhole Rehabilitation Project)



Ordinance No. O-2024-66 : Water Facility Access Door Improvements

Recommendation of Action

Staff recommends approval.

Summary: Staff recommends approval of a contract with LaForce LLC., for Water Facility Access Door Improvements in an amount not to exceed \$81,232.80, pending final review and approval by the Village Attorney.

ATTACHMENTS:

- Laforce Award Memo (DOCX)
- Laforce Ordinance (DOCX)
- Water Facility Door Improvements Bid Tab (PDF)
- Water Facility Access Door Improvements Contract Final (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, June 17, 2024

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: June 13, 2024

TO: Dane Bragg, Village Manager

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

SUBJECT: LaForce LLC. Award of Water Facility Access Door Improvements

RECOMMENDATION

Staff recommends that the Village Board authorize the Village Manager to execute a contract with LaForce LLC for Water Facility Access Doors Improvements in an amount not to exceed \$81,232.80 which includes a 10% Village controlled contingency, pending final review and approval by the Village Attorney.

BACKGROUND

Staff requested authorization to waive bids and negotiate this project in April of 2024. This was following initial discussions with known firms that have installed doors and access control devices at other Buffalo Grove Facilities. Original estimates of the total construction costs were between \$150,000 and \$200,000. Following these initial estimates staff sought out an engineering firm for a proposal to design, bid, and build. The proposal fee for this was estimated to be between \$40,000 and \$80,000. Public Works and Purchasing met to discuss this project and both agreed that due to the engineer's proposal cost and specialty of this work it was in the best interest of the Village to negotiate directly with qualified contractors on this project. At that time, it was expected that two separate contracts would be brought forward for this work, one for door replacements and one for security improvements.

Since the Village's water pumping stations have been constructed only routine maintenance has been performed on the doors and locks to the facilities. They are now at the end of their usable life and significantly behind in technological upgrades. This project will improve performance and security at the Water Facilities as well as allow for continuity of access control services with other Village Properties.

Due to the size and scope of the project, staff recommends a contingency fund be created and controlled by the Village in the amount of \$7,384.80 (10.0% of the project cost). As quotes came in below initial estimates, Public Works staff will consult with the Village Manager prior to exceeding the quote price of \$73,848.00.

Attached is a copy of the tabulation of quotes for this project indicating the lowest qualified price of \$73,848.00. The contracted amount with LaForce LLC, including the additional 10% Village controlled contingency will be in an amount not to exceed \$81,232.80.

ORDINANCE 2024-_____

**AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH LAFROCE LLC FOR WATER FACILITY
ACCESS DOOR IMPROVEMENTS**

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute a contract with Laforce LLC. for Water Facility Access Door Improvements in an amount not to exceed \$81,232.80, pending final review and approval by the Village Attorney.

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

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

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

APPROVED:

 Eric N. Smith, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: Laforce Ordinance (O-2024-66 : Water Facility Access Door Improvements)

Village of Buffalo Grove
Public Works Department

Water Facility Door Improvements

Quote Tabulation 2024	Anderson Lock 850 E. Oakton Des Plaines, IL 60007 847-885-3667 Station 1	Anderson Lock 850 E. Oakton Des Plaines, IL 60007 847-885-3667 Station 2	Anderson Lock 850 E. Oakton Des Plaines, IL 60007 847-885-3667 Station 6	Anderson Lock 850 E. Oakton Des Plaines, IL 60007 847-885-3667 Station 7	LaForce 280 Corporate Woods Parkway Vernon Hills, IL 60061 847-634-2828 Staion 1	LaForce 280 Corporate Woods Parkway Vernon Hills, IL 60061 847-634-2828 Staion 2	LaForce 280 Corporate Woods Parkway Vernon Hills, IL 60061 847-634-2828 Staion 6	LaForce 280 Corporate Woods Parkway Vernon Hills, IL 60061 847-634-2828 Staion 7	ABS 953 Seton Ct Wheeling, IL 60090 815-345-1471 Staion 1	ABS 953 Seton Ct Wheeling, IL 60090 815-345-1471 Staion 2	ABS 954 Seton Ct Wheeling, IL 60091 815-345-1472 Staion 6	ABS 955 Seton Ct Wheeling, IL 60092 815-345-1473 Staion 7
Bid Bond:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Signed Bid Form:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Signed Public Contract Statements:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Contract Modifications Requested	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Lump Sum:	\$18,578.43	\$27,973.75	\$10,796.73	\$26,860.05	\$20,268.00	\$29,056.00	\$9,347.00	\$15,177.00	\$18,375.45	\$28,179.01	\$11,446.87	\$26,547.84
Total	\$18,578.43	\$27,973.75	\$10,796.73	\$26,860.05	\$20,268.00	\$29,056.00	\$9,347.00	\$15,177.00	\$18,375.45	\$28,179.01	\$11,446.87	\$26,547.84
TOTAL COST	\$84,208.96				\$73,848.00				\$84,549.17			

Attachment: Water Facility Door Improvements Bid Tab (O-2024-66 : Water Facility Access Door Improvements)

WATER FACILITY ACCESS DOOR IMPROVEMENTS CONTRACT

Water Facility Access Door Improvements Contract (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government and LaForce LLC. an (hereinafter the “**Contractor**”) on this 17th day of June 2024 (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 solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; 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 & Schedule of Prices

Contract Exhibit B – Performance Bond

Contract Exhibit C – Partial Lien Waiver

Contract Exhibit D – Final Lien Waiver

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the more restrictive term or provision shall prevail.

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 A** (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.

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. An executed and notarized Contractor's Sworn Statement in a form similar to AIA G702 or AIA G703;
2. Either a partial or final lien waiver from every subcontractor, sub-subcontractor, or materialman in substantially the same form as attached here as **Contract Exhibit C** and **Contract Exhibit D**;
3. Certified payroll necessary for the Prevailing Wage Act; and

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

The Contractor shall fully, and not substantially, complete all the Work and the Work shall be accepted by the Director of Public Works, provided that acceptance by the Director of Public Works shall not be unreasonably delayed, on or before October 3, 2024.

If the Contractor shall fail to complete the work within the Contract Time which shall include any proper extension granted by the Village, the Contractor shall pay to the Village an amount equal to Seven Hundred Fifty dollars (\$750) per calendar day for each day past the Contract Time until final acceptance by the Village, as liquidated damages and not as a penalty.

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 affected 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 – PERFORMANCE BOND

The Contractor shall provide the Village with a performance bond in substantially the same form as on **Contract Exhibit C** (the "**Performance Bond**") prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – 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 Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – 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 IX – 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.
4. Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.
5. Builder Risk Property Coverage with Village as loss payee

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.
4. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
5. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.

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.

The Certificate of Insurance shall state the Village of Buffalo Grove has been endorsed as an "additional insured" by the Vendor's insurance carrier. Specifically, this Certificate must include the following language: **"The Village of Buffalo Grove, and its respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non- contributory basis for general liability and automobile liability coverage for the duration of the agreement term."**

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 X – 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 of Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance's website.

ARTICLE XI – 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 XII – 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 DBragg@vbg.org ATTN: Village Manager
WITH COPIES TO:	Cc: pbrankin@schainbanks.com Cc: Ckrase@vbg.org
IF TO THE CONTRACTOR:	_____ _____ _____ ATTN: _____

ARTICLE XIII – 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 XIV – 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 XV – SEQUENCE OF THE WORK

The Director of Public Works 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 XVI – SUPERVISION

The Director of Public Works 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 Director of Public Works. 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 Director of Public Works, 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 XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Director of Public Works, 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 XVIII – 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 Director of Public Works. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Director of Public Works 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 Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Director of Public Works or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Director of Public Works or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twenty four (24) months from the date of final, and not substantial, completion.

ARTICLE XX – 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 Director of Public Works 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 XXI – 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 Director of Public Works or his authorized representative.

ARTICLE XXII – 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 XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, 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 XXIV – 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. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. 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.

E. 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.

F. PREVAILING WAGE ACT - The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days' Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number.

Current rates can be located on the Illinois Department of Labor website.

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

ARTICLE XXV – 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 XXVI – 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 XXVII – 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. COUNTERPARTS** – This Contract may be executed by the Parties in any any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.
- D. 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.
- E. NO THIRD-PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- F. 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.
- G. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- H. 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.
- I. 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.*
- J. 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.
- 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.

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

Company
[An Illinois _____ company]

By: _____
Name: Dane Bragg
Title: Village Manager

By: _____
Name: _____
Title: _____

CONTRACT EXHIBIT A

DESCRIPTION OF THE WORK & SCHEDULE OF PRICES

QUOTE

280 Corporate Woods Parkway
Vernon Hills, IL 60061
Questions: (847) 634-2828

QUOTE NUMBER	496745QU
QUOTE DATE	4/16/2024
CUSTOMER REQUISITION	
MODE OF DELIVERY	Installation
CUSTOMER	10022
CONTACT	CHRIS KRASE

SOLD TO	BUFFALO GROVE PUBLIC WORKS 51 RAUPP ROAD BUFFALO GROVE, IL 60089 USA
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SHIP TO	PUMPING STATION 1 345 N ARLINGTON HEIGHTS ROAD BUFFALO GROVE, IL 60089 USA
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JOB *** STATION 1

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
REAR1.1,REAR1.2:					
2.000	1	WHMF	6 - 0 X 7 - 0 16GA 5 3/4 WELDED HM FRAME		
3.000	1	HMD	3 - 0 X 7 - 0 18GA POLY FLUSH DOOR RHR		
4.000	3	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
5.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
6.000	1	HDW	SCHLAGE 80-037 626 EVEREST SFIC CORE		
7.000	1	HDW	HAGER 5100-PAR HDHOCS ALM SURFACE CLOSER		
8.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		
9.000	1	16812	NGP 425 72" AL THRESHOLD		
10.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
11.000	1	HMD	3 - 0 X 7 - 0 18GA POLY FLUSH DOOR LHR		
12.000	2	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
13.000	1	03564	HAGER BB1279 4.5 X 4.5 ETW-4 US26D FULL MORTISE HINGE		
14.000	1	HDW	HAGER 5100-PAR HDHOCS ALM SURFACE CLOSER		
15.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		
16.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
17.000	3	16750	NGP 160V: 1 @ 84" MIL JAMB WEATHERSTRIP		
18.000	1	10444	ROCKWOOD 555 12" US26D MANUAL FLUSH BOLT		
19.000	1	HDW	HES 1006CLB (INSTALLER TO USE J FACEPLATE) FAIL SECURE 12/24VDC 630 ELECTRIC STRIKE		
REAR:					
21.000	1	WHMF	3 - 0 X 6 - 8 16GA 5 3/4 WELDED HM FRAME		
22.000	1	HMD	3 - 0 X 6 - 8 18GA POLY FLUSH DOOR RHR		
23.000	2	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
24.000	1	03564	HAGER BB1279 4.5 X 4.5 ETW-4 US26D FULL MORTISE HINGE		
25.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
26.000	1	HDW	SCHLAGE 80-037 626 EVEREST SFIC CORE		
27.000	1	18332	HAGER 5100-MLT PA ALM SURFACE CLOSER		

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
28.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		
29.000	1	16809	NGP 425 36" AL THRESHOLD		
30.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
31.000	1	16748	NGP 160V: 1 @ 36" MIL JAMB WEATHERSTRIP		
32.000	2	16750	NGP 160V: 1 @ 84" MIL JAMB WEATHERSTRIP		
33.000	1	02687	DON-JO BLP-207 SL LATCH PROTECTOR		
34.000	1	HDW	HES 1006CLB (INSTALLER TO USE J FACEPLATE) FAIL SECURE 12/24VDC 630 ELECTRIC STRIKE		
			<u>FRONT1.1,FRONT1.2:</u>		
36.000	1	WHMF	6 - 0 X 6 - 8 16GA 5 3/4 WELDED HM FRAME		
37.000	1	HMD	3 - 0 X 6 - 8 18GA POLY FLUSH DOOR RHR		
38.000	3	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
39.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
40.000	1	HDW	SCHLAGE 80-037 626 EVEREST SFIC CORE		
41.000	1	HDW	HAGER 5100-PAR HDHOCS ALM SURFACE CLOSER		
42.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		
43.000	1	16812	NGP 425 72" AL THRESHOLD		
44.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
45.000	1	HMD	3 - 0 X 6 - 8 18GA POLY FLUSH DOOR LHR		
46.000	3	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
47.000	1	HDW	HAGER 5100-PAR HDHOCS ALM SURFACE CLOSER		
48.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		
49.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
50.000	3	16750	NGP 160V: 1 @ 84" MIL JAMB WEATHERSTRIP		
51.000	1	10444	ROCKWOOD 555 12" US26D MANUAL FLUSH BOLT		
			<u>FRONT:</u>		
53.000	1	WHMF	3 - 0 X 6 - 8 16GA 5 3/4 WELDED HM FRAME		
54.000	1	HMD	3 - 0 X 6 - 8 18GA POLY FLUSH DOOR RHR		
55.000	3	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
56.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
57.000	1	HDW	SCHLAGE 80-037 626 EVEREST SFIC CORE		
58.000	1	18332	HAGER 5100-MLT PA ALM SURFACE CLOSER		
59.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		
60.000	1	16809	NGP 425 36" AL THRESHOLD		
61.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
62.000	1	16748	NGP 160V: 1 @ 36" MIL JAMB WEATHERSTRIP		
63.000	2	16750	NGP 160V: 1 @ 84" MIL JAMB WEATHERSTRIP		
64.000	1	02687	DON-JO BLP-207 SL LATCH PROTECTOR		
65.000	1	HDW	HES 1006CLB (INSTALLER TO USE J FACEPLATE) FAIL SECURE 12/24VDC 630 ELECTRIC STRIKE		
			<u>INSTALL:</u>		
67.000		INSTRIP	INSTALL TRUCK/TOOLS		
68.000		INSTALL	INSTALLATION OF MATERIAL		

Attachment: Water Facility Access Door Improvements Contract Final (O-2024-66 : Water Facility Access Door Improvements)

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
☐ THIS QUOTE ASSUMES THAT THE INSTALLATION WILL OCCUR DURING NORMAL BUSINESS HOURS. (7:30 TO 4:30 MONDAY THRU FRIDAY). ☐ ALL STEEL FRAMES & DOORS WILL BE SUPPLIED PRIME COATED, TO BE FINISH PAINTED BY OWNER. IT IS RECOMMENDED THAT THE FINISH PAINT BE APPLIED TO THE DOOR AND/OR FRAME AFTER INSTALLATION IS COMPLETED. IT IS THE RESPONSIBILITY OF THE END USER TO MAINTAIN THE INTEGRITY OF THE FINISH AFTER INSTALLATION. ** CAUTION: RECOMMENDED OIL BASE FINISH PAINT. IF USING WATER BASE (LATEX, ACRYLIC, ETC.) FINISH PAINT; REPRIME THE ENTIRE UNIT WITH PRIMER RECOMMENDED FOR BARE METAL. ☐ DISPOSAL OF EXISTING MATERIAL IS THE RESPONSIBILITY OF THE OWNER. ☐ DUE TO SAFETY AND LIABILITY ISSUES, THE OPENING (DOORS) WILL NOT BE ABLE TO BE USED DURING THE INSTALLATION. ALL TRAFFIC MUST BE REDIRECTED AT TIME OF INSTALLATION. THIS IS THE RESPONSIBILITY OF THE SITE CONTACT PRIOR TO THE AGREED UPON INSTALLATION DATE. IF EXCESSIVE INTERRUPTIONS OCCUR, AND ADDED TIME IS REQUIRED TO COMPLETE THE INSTALL, ADDITIONAL LABOR COST MAY BE INCURRED AND WILL BE PASSED ONTO THE OWNER. ☐ PLEASE ALLOW 4 TO 5 WEEKS FROM DATE OF ORDER TO DELIVERY. ☐ PLEASE ALLOW 6 TO 7 WEEKS FROM DATE OF ORDER TO INSTALLATION.					

RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.		
Stock materials are subject to 45% restocking fee. Special order materials are not returnable. No returns after 90 days. A transaction fee of 3% will be charged on all payments made via credit card, which is not greater than our cost of acceptance. This quotation is subject to the Terms and Conditions found at http://laforceinc.com/terms-conditions/, which are incorporated in full by this reference. The Terms and Conditions will be sent by mail to the Buyer upon request. LaForce, Inc. limits acceptance to the Terms and Conditions, and objects to any other additional or different terms in the Buyer's purchase order or acceptance.	FREIGHT	\$250.0
	SUBTOTAL	\$20,268.0
	SALES TAX	\$00.0
	TOTAL	\$20,268.0
PAY TERMS: NET 30		

QUALIFICATIONS

- Quote is valid for 30 days from date of quotation unless otherwise stated herein.
- Past due accounts are subject to a service charge of 1.5% per month on the unpaid balance.
- This offer is conditioned upon approval of credit by LaForce on the purchaser.
- No sales, use or other taxes included unless otherwise stated herein in writing.
- See attached qualifications and terms for this project.
- Federal project note: Federal Contractor vaccine mandate compliance not available.

Attachment: Water Facility Access Door Improvements Contract Final (O-2024-66 : Water Facility Access Door Improvements)

QUOTE

Thank you for this opportunity to quote your needs. Please sign and return this quote and attached qualifications or send a written purchase order, and we will proceed with your order. LaForce, Inc. is not able to accept verbal purchase authorizations at this time. We look forward to working with you. If you have any questions, or need further information, please give me a call.

Thank You,

TRAVIS WALTERS
Email: Travis.Walters@laforceinc.com
Phone: 847-634-2828

RICK HARTKE
Email: Rick.Hartke@laforceinc.com
Phone: 847-634-2828

Quote Number: 496745QU	
Authorized By:	_____
Company:	_____
Date:	_____

Attachment: Water Facility Access Door Improvements Contract Final (O-2024-66 : Water Facility Access Door Improvements)

QUOTE

280 Corporate Woods Parkway
Vernon Hills, IL 60061
Questions: (847) 634-2828

QUOTE NUMBER	496746QU
QUOTE DATE	4/15/2024
CUSTOMER REQUISITION	
MODE OF DELIVERY	Installation
CUSTOMER	10022
CONTACT	CHRIS KRASE

SOLD TO	BUFFALO GROVE PUBLIC WORKS 51 RAUPP ROAD BUFFALO GROVE, IL 60089 USA
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SHIP TO	PUMPING STATION 2 511 ARLINGTON HEIGHTS ROAD BUFFALO GROVE, IL 60089 USA
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JOB *** STATION 2

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
WEST1.1, WEST1.2:					
2.000	1	WHMF	6 - 0 X 7 - 0 16GA 5 3/4 WELDED HM FRAME		
3.000	1	HMD	3 - 0 X 7 - 0 18GA POLY FLUSH DOOR RHR		
4.000	3	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
5.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
6.000	1	HDW	SCHLAGE 80-037 626 EVEREST SFIC CORE		
7.000	1	18332	HAGER 5100-MLT PA ALM SURFACE CLOSER		
8.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		
9.000	1	16812	NGP 425 72" AL THRESHOLD		
10.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
11.000	1	HMD	3 - 0 X 7 - 0 18GA POLY FLUSH DOOR LHR		
12.000	2	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
13.000	1	03564	HAGER BB1279 4.5 X 4.5 ETW-4 US26D FULL MORTISE HINGE		
14.000	1	18332	HAGER 5100-MLT PA ALM SURFACE CLOSER		
15.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		
16.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
17.000	3	16750	NGP 160V: 1 @ 84" MIL JAMB WEATHERSTRIP		
18.000	1	10444	ROCKWOOD 555 12" US26D MANUAL FLUSH BOLT		
19.000	1	HDW	HES 1006CLB (INSTALLER TO USE J FACEPLATE) FAIL SECURE 12/24VDC 630 ELECTRIC STRIKE		
WEST:					
21.000	1	WHMF	3 - 0 X 7 - 0 16GA 5 3/4 WELDED HM FRAME		
22.000	1	HMD	3 - 0 X 7 - 0 18GA POLY FLUSH DOOR RHR		
23.000	3	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
24.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
25.000	1	HDW	SCHLAGE 80-037 626 EVEREST SFIC CORE		
26.000	1	18332	HAGER 5100-MLT PA ALM SURFACE CLOSER		
27.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		

Attachment: Water Facility Access Door Improvements Contract Final (O-2024-66 : Water Facility Access Door Improvements)

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
28.000	1	16809	NGP 425 36" AL THRESHOLD		
29.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
30.000	1	16748	NGP 160V: 1 @ 36" MIL JAMB WEATHERSTRIP		
31.000	2	16750	NGP 160V: 1 @ 84" MIL JAMB WEATHERSTRIP		
			SOUTH:		
33.000	1	WHMF	3 - 0 X 7 - 0 16GA 5 3/4 WELDED HM FRAME		
34.000	1	HMD	3 - 0 X 7 - 0 18GA POLY FLUSH DOOR RHR		
35.000	3	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
36.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
37.000	1	HDW	SCHLAGE 80-037 626 EVEREST SFIC CORE		
38.000	1	18332	HAGER 5100-MLT PA ALM SURFACE CLOSER		
39.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		
40.000	1	16809	NGP 425 36" AL THRESHOLD		
41.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
42.000	1	16748	NGP 160V: 1 @ 36" MIL JAMB WEATHERSTRIP		
43.000	2	16750	NGP 160V: 1 @ 84" MIL JAMB WEATHERSTRIP		
44.000	1	HDW	HES 1006CLB (INSTALLER TO USE J FACEPLATE) FAIL SECURE 12/24VDC 630 ELECTRIC STRIKE		
			INSTALL:		
46.000		INSTRIIP	INSTALL TRUCK/TOOLS		
47.000		INSTALL	INSTALLATION OF MATERIAL		

- ☐ THIS QUOTE ASSUMES THAT THE INSTALLATION WILL OCCUR DURING NORMAL BUSINESS HOURS. (7:30 TO 4:30 MONDAY THRU FRIDAY).
- ☐ ALL STEEL FRAMES & DOORS WILL BE SUPPLIED PRIME COATED, TO BE FINISH PAINTED BY OWNER. IT IS RECOMMENDED THAT THE FINISH PAINT BE APPLIED TO THE DOOR AND/OR FRAME AFTER INSTALLATION IS COMPLETED. IT IS THE RESPONSIBILITY OF THE END USER TO MAINTAIN THE INTEGRITY OF THE FINISH AFTER INSTALLATION. ** CAUTION: RECOMMENDED OIL BASE FINISH PAINT. IF USING WATER BASE (LATEX, ACRYLIC, ETC.) FINISH PAINT; REPRIME THE ENTIRE UNIT WITH PRIMER RECOMMENDED FOR BARE METAL.
- ☐ DISPOSAL OF EXISTING MATERIAL IS THE RESPONSIBILITY OF THE OWNER.
- ☐ DUE TO SAFETY AND LIABILITY ISSUES, THE OPENING (DOORS) WILL NOT BE ABLE TO BE USED DURING THE INSTALLATION. ALL TRAFFIC MUST BE REDIRECTED AT TIME OF INSTALLATION. THIS IS THE RESPONSIBILITY OF THE SITE CONTACT PRIOR TO THE AGREED UPON INSTALLATION DATE. IF EXCESSIVE INTERRUPTIONS OCCUR, AND ADDED TIME IS REQUIRED TO COMPLETE THE INSTALL, ADDITIONAL LABOR COST MAY BE INCURRED AND WILL BE PASSED ONTO THE OWNER.
- ☐ MECHANICAL INSTALLATION OF ELECTRIFIED HARDWARE ONLY. FINAL HYOOKUP, TERMINATION, AND TESTING TO BE BY OTHERS.
- ☐ SOME PATCHING AND/OR PAINTING MAY BE REQUIRED AT WALLS, FLOOR, OR CEILING BY THE OWNER.
- ☐ PLEASE ALLOW 14 TO 16 WEEKS FROM DATE OF ORDER TO DELIVERY.
- ☐ PLEASE ALLOW 16 TO 18 WEEKS FROM DATE OF ORDER TO INSTALLATION.

Attachment: Water Facility Access Door Improvements Contract Final (O-2024-66 : Water Facility Access Door Improvements)

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.					
Stock materials are subject to 45% restocking fee. Special order materials are not returnable. No returns after 90 days. A transaction fee of 3% will be charged on all payments made via credit card, which is not greater than our cost of acceptance. This quotation is subject to the Terms and Conditions found at http://laforceinc.com/terms-conditions/, which are incorporated in full by this reference. The Terms and Conditions will be sent by mail to the Buyer upon request. LaForce, Inc. limits acceptance to the Terms and Conditions, and objects to any other additional or different terms in the Buyer's purchase order or acceptance.				FREIGHT	\$250.00
				SUBTOTAL	\$13,756.00
				SALES TAX	\$00.00
				TOTAL	\$13,756.00
				PAY TERMS: NET 30	

QUALIFICATIONS

- Quote is valid for 30 days from date of quotation unless otherwise stated herein.
- Past due accounts are subject to a service charge of 1.5% per month on the unpaid balance.
- This offer is conditioned upon approval of credit by LaForce on the purchaser.
- No sales, use or other taxes included unless otherwise stated herein in writing.
- See attached qualifications and terms for this project.
- Federal project note: Federal Contractor vaccine mandate compliance not available.

Thank you for this opportunity to quote your needs. Please sign and return this quote and attached qualifications or send a written purchase order, and we will proceed with your order. LaForce, Inc. is not able to accept verbal purchase authorizations at this time. We look forward to working with you. If you have any questions, or need further information, please give me a call.

Thank You,

TRAVIS WALTERS
Email: Travis.Walters@laforceinc.com
Phone: 847-634-2828

RICK HARTKE
Email: Rick.Hartke@laforceinc.com
Phone: 847-634-2828

Quote Number: 496746QU

Authorized By: _____

Company: _____

Date: _____

Attachment: Water Facility Access Door Improvements Contract Final (O-2024-66 : Water Facility Access Door Improvements)

QUOTE

280 Corporate Woods Parkway
Vernon Hills, IL 60061
Questions: (847) 634-2828

QUOTE NUMBER	496748QU
QUOTE DATE	4/16/2024
CUSTOMER REQUISITION	
MODE OF DELIVERY	Installation
CUSTOMER	10022
CONTACT	CHRIS KRASE

SOLD TO	BUFFALO GROVE PUBLIC WORKS 51 RAUPP ROAD BUFFALO GROVE, IL 60089 USA
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SHIP TO	BUFFALO GROVE PUBLIC WORKS 51 RAUPP ROAD BUFFALO GROVE, IL 60089 USA
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JOB *** WELLHOUSE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
CHLORINE:					
2.000	1	WHMF	2 - 8 X 7 - 0 16GA 5 3/4 WELDED HM FRAME		
3.000	1	HMD	2 - 8 X 7 - 0 18GA POLY FLUSH DOOR LHR		
4.000	3	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
5.000	1	HDW	SCHLAGE 80-037 626 EVEREST SFIC CORE		
6.000	1	01636	VON DUPRIN 22EO 3' 689 RIM DEVICE		
7.000	1	01639	VON DUPRIN 230NL 689 EXIT DEVICE TRIM		
8.000	1	18332	HAGER 5100-MLT PA ALM SURFACE CLOSER		
9.000	1	HDW	ROCKWOOD K1050 10" X 30" US32D PROTECTION PLATE		
10.000	1	16809	NGP 425 36" AL THRESHOLD		
11.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
12.000	1	16748	NGP 160V: 1 @ 36" MIL JAMB WEATHERSTRIP		
13.000	2	16750	NGP 160V: 1 @ 84" MIL JAMB WEATHERSTRIP		
FRONT1.1,FRONT1.2:					
15.000	1	WHMF	6 - 0 X 7 - 0 16GA 5 3/4 WELDED HM FRAME		
16.000	1	HMD	3 - 0 X 7 - 0 18GA POLY FLUSH DOOR RHR		
17.000	3	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
18.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
19.000	1	HDW	SCHLAGE 80-037 626 EVEREST SFIC CORE		
20.000	1	18332	HAGER 5100-MLT PA ALM SURFACE CLOSER		
21.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		
22.000	1	16812	NGP 425 72" AL THRESHOLD		
23.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
24.000	1	HMD	3 - 0 X 7 - 0 18GA POLY FLUSH DOOR LHR		
25.000	2	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
26.000	1	03564	HAGER BB1279 4.5 X 4.5 ETW-4 US26D FULL MORTISE HINGE		
27.000	1	18332	HAGER 5100-MLT PA ALM SURFACE CLOSER		
28.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		
29.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		

Attachment: Water Facility Access Door Improvements Contract Final (O-2024-66 : Water Facility Access Door Improvements)

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
30.000	1	HDW	HES 1006CLB (INSTALLER TO USE J FACEPLATE) FAIL SECURE 12/24VDC 630 ELECTRIC STRIKE		
31.000	2	10444	ROCKWOOD 555 12" US26D MANUAL FLUSH BOLT <u>SIDE1.1,SIDE1.2:</u>		
33.000	1	WHMF	6 - 0 X 7 - 0 16GA 5 3/4 WELDED HM FRAME		
34.000	1	HMD	3 - 0 X 7 - 0 18GA POLY FLUSH DOOR RHR		
35.000	3	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
36.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
37.000	1	HDW	SCHLAGE 80-037 626 EVEREST SFIC CORE		
38.000	1	18332	HAGER 5100-MLT PA ALM SURFACE CLOSER		
39.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		
40.000	1	16812	NGP 425 72" AL THRESHOLD		
41.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
42.000	1	HMD	3 - 0 X 7 - 0 18GA POLY FLUSH DOOR LHR		
43.000	3	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
44.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
45.000	1	HDW	SCHLAGE 80-037 626 EVEREST SFIC CORE		
46.000	1	18332	HAGER 5100-MLT PA ALM SURFACE CLOSER		
47.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		
48.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
49.000	2	10444	ROCKWOOD 555 12" US26D MANUAL FLUSH BOLT <u>INSTALL:</u>		
51.000		INSTRIIP	INSTALL TRUCK/TOOLS		
52.000		INSTALL	INSTALLATION OF MATERIAL		

- ☐ THIS QUOTE ASSUMES THAT THE INSTALLATION WILL OCCUR DURING NORMAL BUSINESS HOURS. (7:30 TO 4:30 MONDAY THRU FRIDAY).
- ☐ ALL STEEL FRAMES & DOORS WILL BE SUPPLIED PRIME COATED, TO BE FINISH PAINTED BY OWNER. IT IS RECOMMENDED THAT THE FINISH PAINT BE APPLIED TO THE DOOR AND/OR FRAME AFTER INSTALLATION IS COMPLETED. IT IS THE RESPONSIBILITY OF THE END USER TO MAINTAIN THE INTEGRITY OF THE FINISH AFTER INSTALLATION. ** CAUTION: RECOMMENDED OIL BASE FINISH PAINT. IF USING WATER BASE (LATEX, ACRYLIC, ETC.) FINISH PAINT; REPRIME THE ENTIRE UNIT WITH PRIMER RECOMMENDED FOR BARE METAL.
- ☐ DISPOSAL OF EXISTING MATERIAL IS THE RESPONSIBILITY OF THE OWNER.
- ☐ DUE TO SAFETY AND LIABILITY ISSUES, THE OPENING (DOORS) WILL NOT BE ABLE TO BE USED DURING THE INSTALLATION. ALL TRAFFIC MUST BE REDIRECTED AT TIME OF INSTALLATION. THIS IS THE RESPONSIBILITY OF THE SITE CONTACT PRIOR TO THE AGREED UPON INSTALLATION DATE. IF EXCESSIVE INTERRUPTIONS OCCUR, AND ADDED TIME IS REQUIRED TO COMPLETE THE INSTALL, ADDITIONAL LABOR COST MAY BE INCURRED AND WILL BE PASSED ONTO THE OWNER.
- ☐ PLEASE ALLOW 5 TO 6 WEEKS FROM DATE OF ORDER TO DELIVERY.
- ☐ PLEASE ALLOW 7 TO 8 WEEKS FROM DATE OF ORDER TO INSTALLATION.

Attachment: Water Facility Access Door Improvements Contract Final (O-2024-66 : Water Facility Access Door Improvements)

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.					
Stock materials are subject to 45% restocking fee. Special order materials are not returnable. No returns after 90 days. A transaction fee of 3% will be charged on all payments made via credit card, which is not greater than our cost of acceptance. This quotation is subject to the Terms and Conditions found at http://laforceinc.com/terms-conditions/, which are incorporated in full by this reference. The Terms and Conditions will be sent by mail to the Buyer upon request. LaForce, Inc. limits acceptance to the Terms and Conditions, and objects to any other additional or different terms in the Buyer's purchase order or acceptance.			FREIGHT		\$250.00
			SUBTOTAL		\$15,300.00
			SALES TAX		\$00.00
			TOTAL		\$15,300.00
			PAY TERMS: NET 30		

QUALIFICATIONS

- Quote is valid for 30 days from date of quotation unless otherwise stated herein.
- Past due accounts are subject to a service charge of 1.5% per month on the unpaid balance.
- This offer is conditioned upon approval of credit by LaForce on the purchaser.
- No sales, use or other taxes included unless otherwise stated herein in writing.
- See attached qualifications and terms for this project.
- Federal project note: Federal Contractor vaccine mandate compliance not available.

Thank you for this opportunity to quote your needs. Please sign and return this quote and attached qualifications or send a written purchase order, and we will proceed with your order. LaForce, Inc. is not able to accept verbal purchase authorizations at this time. We look forward to working with you. If you have any questions, or need further information, please give me a call.

Thank You,

TRAVIS WALTERS
Email: Travis.Walters@laforceinc.com
Phone: 847-634-2828

RICK HARTKE
Email: Rick.Hartke@laforceinc.com
Phone: 847-634-2828

Quote Number: 496748QU

Authorized By: _____

Company: _____

Date: _____

Attachment: Water Facility Access Door Improvements Contract Final (O-2024-66 : Water Facility Access Door Improvements)

QUOTE

280 Corporate Woods Parkway
Vernon Hills, IL 60061
Questions: (847) 634-2828

QUOTE NUMBER	497480QU
QUOTE DATE	5/31/2024
CUSTOMER REQUISITION	
MODE OF DELIVERY	Installation
CUSTOMER	10022
CONTACT	CHRIS KRASE

SOLD TO	BUFFALO GROVE PUBLIC WORKS 51 RAUPP ROAD BUFFALO GROVE, IL 60089 USA
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SHIP TO	BUFFALO GROVE PUBLIC WORKS 51 RAUPP ROAD BUFFALO GROVE, IL 60089 USA
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JOB *** STATION 6

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	REFERENCE	EAST:		
2.000	1	WHMF	3 - 0 X 7 - 0 16GA 5 3/4 WELDED HM FRAME		
3.000	1	HMD	3 - 0 X 7 - 0 18GA POLY DOOR FLUSH RHR		
4.000	3	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
5.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
6.000	1	18332	HAGER 5100-MLT PA ALM SURFACE CLOSER		
7.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		
8.000	1	16809	NGP 425 36" AL THRESHOLD		
9.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
10.000	1	16748	NGP 160V: 1 @ 36" MIL JAMB WEATHERSTRIP		
11.000	2	16750	NGP 160V: 1 @ 84" MIL JAMB WEATHERSTRIP		
12.000	1	HDW	HES 1006CLB (INSTALLER TO USE J FACEPLATE) FAIL SECURE 12/24VDC 630 ELECTRIC STRIKE		
13.000	1	REFERENCE	WEST:		
14.000	1	WHMF	3 - 0 X 7 - 0 16GA 5 3/4 WELDED HM FRAME		
15.000	1	HMD	3 - 0 X 7 - 0 18GA POLY FLUSH LHR		
16.000	3	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
17.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
18.000	1	18332	HAGER 5100-MLT PA ALM SURFACE CLOSER		
19.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		
20.000	1	16809	NGP 425 36" AL THRESHOLD		
21.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
22.000	1	16748	NGP 160V: 1 @ 36" MIL JAMB WEATHERSTRIP		
23.000	2	16750	NGP 160V: 1 @ 84" MIL JAMB WEATHERSTRIP		
24.000	1	HDW	HES 1006CLB (INSTALLER TO USE J FACEPLATE) FAIL SECURE 12/24VDC 630 ELECTRIC STRIKE		
25.000	1	REFERENCE	CHLORINE:		
26.000	1	15805	BEST 12E72 S2 RP LESS CORE 626 RIM CYLINDER		
27.000	1	REFERENCE	WELL:		

Attachment: Water Facility Access Door Improvements Contract Final (O-2024-66 : Water Facility Access Door Improvements)

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
28.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
29.000	1	REFERENCE	SOUTH:		
30.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
31.000	1	REFERENCE	COURTYAR:		
32.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
33.000	1	REFERENCE	GENERAT:		
34.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
35.000	1	REFERENCE	INSTALL:		
36.000		INSTRIIP	INSTALL TRUCK/TOOLS		
37.000		INSTALL	INSTALLATION OF MATERIAL		

- ☐ THIS QUOTE ASSUMES THAT THE INSTALLATION WILL OCCUR DURING NORMAL BUSINESS HOURS. (7:30 TO 4:30 MONDAY THRU FRIDAY).
- ☐ ALL STEEL FRAMES & DOORS WILL BE SUPPLIED PRIME COATED, TO BE FINISH PAINTED BY OWNER. IT IS RECOMMENDED THAT THE FINISH PAINT BE APPLIED TO THE DOOR AND/OR FRAME AFTER INSTALLATION IS COMPLETED. IT IS THE RESPONSIBILITY OF THE END USER TO MAINTAIN THE INTEGRITY OF THE FINISH AFTER INSTALLATION. ** CAUTION: RECOMMENDED OIL BASE FINISH PAINT. IF USING WATER BASE (LATEX, ACRYLIC, ETC.) FINISH PAINT; REPRIME THE ENTIRE UNIT WITH PRIMER RECOMMENDED FOR BARE METAL.
- ☐ DISPOSAL OF EXISTING MATERIAL IS THE RESPONSIBILITY OF THE OWNER.
- ☐ DUE TO SAFETY AND LIABILITY ISSUES, THE OPENING (DOORS) WILL NOT BE ABLE TO BE USED DURING THE INSTALLATION. ALL TRAFFIC MUST BE REDIRECTED AT TIME OF INSTALLATION. THIS IS THE RESPONSIBILITY OF THE SITE CONTACT PRIOR TO THE AGREED UPON INSTALLATION DATE. IF EXCESSIVE INTERRUPTIONS OCCUR, AND ADDED TIME IS REQUIRED TO COMPLETE THE INSTALL, ADDITIONAL LABOR COST MAY BE INCURRED AND WILL BE PASSED ONTO THE OWNER.
- ☐ PLEASE ALLOW 4 TO 5 WEEKS FROM DATE OF ORDER TO DELIVERY.
- ☐ PLEASE ALLOW 6 TO 7 WEEKS FROM DATE OF ORDER TO INSTALLATION.

RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.

Stock materials are subject to 45% restocking fee. Special order materials are not returnable. No returns after 90 days. A transaction fee of 3% will be charged on all payments made via credit card, which is not greater than our cost of acceptance. This quotation is subject to the Terms and Conditions found at http://laforceinc.com/terms-conditions/ , which are incorporated in full by this reference. The Terms and Conditions will be sent by mail to the Buyer upon request. LaForce, Inc. limits acceptance to the Terms and Conditions, and objects to any other additional or different terms in the Buyer's purchase order or acceptance.	FREIGHT	\$250.0
	SUBTOTAL	\$9,347.0
	SALES TAX	\$000.0
	TOTAL	\$9,347.00
PAY TERMS: NET 30		

QUALIFICATIONS

- Quote is valid for 30 days from date of quotation unless otherwise stated herein.
- Past due accounts are subject to a service charge of 1.5% per month on the unpaid balance.
- This offer is conditioned upon approval of credit by LaForce on the purchaser.
- No sales, use or other taxes included unless otherwise stated herein in writing.

Attachment: Water Facility Access Door Improvements Contract Final (O-2024-66 : Water Facility Access Door Improvements)

QUOTE

- See attached qualifications and terms for this project.
- Federal project note: Federal Contractor vaccine mandate compliance not available.

Thank you for this opportunity to quote your needs. Please sign and return this quote and attached qualifications or send a written purchase order, and we will proceed with your order. LaForce, Inc. is not able to accept verbal purchase authorizations at this time. We look forward to working with you. If you have any questions, or need further information, please give me a call.

Thank You,

TRAVIS WALTERS
Email: Travis.Walters@laforceinc.com
Phone: 847-634-2828

RICK HARTKE
Email: Rick.Hartke@laforceinc.com
Phone: 847-634-2828

Quote Number: 497480QU	
Authorized By:	_____
Company:	_____
Date:	_____

Attachment: Water Facility Access Door Improvements Contract Final (O-2024-66 : Water Facility Access Door Improvements)

QUOTE

280 Corporate Woods Parkway
Vernon Hills, IL 60061
Questions: (847) 634-2828

QUOTE NUMBER	496747QU
QUOTE DATE	5/31/2024
CUSTOMER REQUISITION	
MODE OF DELIVERY	Installation
CUSTOMER	10022
CONTACT	CHRIS KRASE

SOLD TO	BUFFALO GROVE PUBLIC WORKS 51 RAUPP ROAD BUFFALO GROVE, IL 60089 USA
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SHIP TO	BUFFALO GROVE PUBLIC WORKS 51 RAUPP ROAD BUFFALO GROVE, IL 60089 USA
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JOB *** STATION 7

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	REFERENCE	STORAGE:		
2.000	1	WHMF	3 - 0 X 7 - 2 16GA 5 3/4 WELDED HM FRAME		
3.000	1	HMD	3 - 0 X 7 - 2 18GA FLUSH POLY DOOR RH		
4.000	3	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
5.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
6.000	1	18332	HAGER 5100-MLT PA ALM SURFACE CLOSER		
7.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		
8.000	1	16809	NGP 425 36" AL THRESHOLD		
9.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
10.000	1	16748	NGP 160V: 1 @ 36" MIL JAMB WEATHERSTRIP		
11.000	2	16751	NGP 160V, 1 @ 96" MIL JAMB WEATHERSTRIP		
12.000	1	REFERENCE	BATHROOM:		
13.000	1	WHMF	3 - 0 X 7 - 2 16GA 5 3/4 WELDED HM FRAME		
14.000	1	HMD	3 - 0 X 7 - 2 18GA FLUSH POLY DOOR LH		
15.000	3	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
16.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
17.000	1	18332	HAGER 5100-MLT PA ALM SURFACE CLOSER		
18.000	1	01115	ROCKWOOD K1050 10" X 34" US32D PROTECTION PLATE		
19.000	1	16809	NGP 425 36" AL THRESHOLD		
20.000	1	16780	NGP D608A 36" WITH BLACK BRUSH A SWEEP		
21.000	1	16748	NGP 160V: 1 @ 36" MIL JAMB WEATHERSTRIP		
22.000	2	16751	NGP 160V, 1 @ 96" MIL JAMB WEATHERSTRIP		
23.000	1	10535	HES 1006 BODY ONLY 630 ELECTRIC STRIKE BODY FAIL SECURE		
24.000	1	17552	HES J 630 ELECTRIC STRIKE FACEPLATE		
25.000	1	REFERENCE	MAIN:		
26.000	1	WHMF	4 - 0 X 7 - 2 16GA 5 3/4 WELDED HM FRAME		
27.000	1	HMD	4 - 0 X 7 - 2 18GA FLUSH POLY DOOR LH		
28.000	3	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		

Attachment: Water Facility Access Door Improvements Contract Final (O-2024-66 : Water Facility Access Door Improvements)

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
29.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
30.000	1	18332	HAGER 5100-MLT PA ALM SURFACE CLOSER		
31.000	1	HDW	ROCKWOOD K1050 10" X 44" US32D PROTECTION PLATE		
32.000	1	16811	NGP 425 48" AL THRESHOLD		
33.000	1	16782	NGP D608A 48" WITH BLACK BRUSH A SWEEP		
34.000	1	16749	NGP 160V: 1 @ 48" MIL JAMB WEATHERSTRIP		
35.000	2	16751	NGP 160V, 1 @ 96" MIL JAMB WEATHERSTRIP		
36.000	1	REFERENCE	BACK:		
37.000	1	WHMF	4 - 0 X 7 - 2 16GA 5 3/4 WELDED HM FRAME		
38.000	1	HMD	4 - 0 X 7 - 2 18GA FLUSH POLY DOOR LHR		
39.000	3	17834	HAGER ECBB1100 4.5 X 4.5 NRP US26D FULL MORTISE HINGE		
40.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
41.000	1	18332	HAGER 5100-MLT PA ALM SURFACE CLOSER		
42.000	1	HDW	ROCKWOOD K1050 10" X 44" US32D PROTECTION PLATE		
43.000	1	16811	NGP 425 48" AL THRESHOLD		
44.000	1	16782	NGP D608A 48" WITH BLACK BRUSH A SWEEP		
45.000	1	16749	NGP 160V: 1 @ 48" MIL JAMB WEATHERSTRIP		
46.000	2	16751	NGP 160V, 1 @ 96" MIL JAMB WEATHERSTRIP		
47.000	1	10535	HES 1006 BODY ONLY 630 ELECTRIC STRIKE BODY FAIL SECURE		
48.000	1	17552	HES J 630 ELECTRIC STRIKE FACEPLATE		
49.000	1	REFERENCE	EAST:		
50.000	1	HDW	SCHLAGE ND80BD RHO 13-247 10-025 626 CYLINDRICAL STOREROOM LOCK		
51.000	1	REFERENCE	INSTALL:		
52.000		INSTRIP	INSTALL TRUCK/TOOLS		
53.000		INSTALL	INSTALLATION OF MATERIAL		

- ☐ THIS QUOTE ASSUMES THAT THE INSTALLATION WILL OCCUR DURING NORMAL BUSINESS HOURS. (7:30 TO 4:30 MONDAY THRU FRIDAY).
- ☐ ALL STEEL FRAMES & DOORS WILL BE SUPPLIED PRIME COATED, TO BE FINISH PAINTED BY OWNER. IT IS RECOMMENDED THAT THE FINISH PAINT BE APPLIED TO THE DOOR AND/OR FRAME AFTER INSTALLATION IS COMPLETED. IT IS THE RESPONSIBILITY OF THE END USER TO MAINTAIN THE INTEGRITY OF THE FINISH AFTER INSTALLATION. ** CAUTION: RECOMMENDED OIL BASE FINISH PAINT. IF USING WATER BASE (LATEX, ACRYLIC, ETC.) FINISH PAINT; REPRIME THE ENTIRE UNIT WITH PRIMER RECOMMENDED FOR BARE METAL.
- ☐ DISPOSAL OF EXISTING MATERIAL IS THE RESPONSIBILITY OF THE OWNER.
- ☐ DUE TO SAFETY AND LIABILITY ISSUES, THE OPENING (DOORS) WILL NOT BE ABLE TO BE USED DURING THE INSTALLATION. ALL TRAFFIC MUST BE REDIRECTED AT TIME OF INSTALLATION. THIS IS THE RESPONSIBILITY OF THE SITE CONTACT PRIOR TO THE AGREED UPON INSTALLATION DATE. IF EXCESSIVE INTERRUPTIONS OCCUR, AND ADDED TIME IS REQUIRED TO COMPLETE THE INSTALL, ADDITIONAL LABOR COST MAY BE INCURRED AND WILL BE PASSED ONTO THE OWNER.
- ☐ PLEASE ALLOW 14 TO 16 WEEKS FROM DATE OF ORDER TO DELIVERY.
- ☐ PLEASE ALLOW 16 TO 18 WEEKS FROM DATE OF ORDER TO INSTALLATION.

Attachment: Water Facility Access Door Improvements Contract Final (O-2024-66 : Water Facility Access Door Improvements)

QUOTE

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.					
Stock materials are subject to 45% restocking fee. Special order materials are not returnable. No returns after 90 days. A transaction fee of 3% will be charged on all payments made via credit card, which is not greater than our cost of acceptance. This quotation is subject to the Terms and Conditions found at http://laforceinc.com/terms-conditions/, which are incorporated in full by this reference. The Terms and Conditions will be sent by mail to the Buyer upon request. LaForce, Inc. limits acceptance to the Terms and Conditions, and objects to any other additional or different terms in the Buyer's purchase order or acceptance.			FREIGHT		\$250.0
			SUBTOTAL		\$15,177.0
			SALES TAX		\$000.0
			TOTAL		\$15,177.00
			PAY TERMS: NET 30		

QUALIFICATIONS

- Quote is valid for 30 days from date of quotation unless otherwise stated herein.
- Past due accounts are subject to a service charge of 1.5% per month on the unpaid balance.
- This offer is conditioned upon approval of credit by LaForce on the purchaser.
- No sales, use or other taxes included unless otherwise stated herein in writing.
- See attached qualifications and terms for this project.
- Federal project note: Federal Contractor vaccine mandate compliance not available.

Thank you for this opportunity to quote your needs. Please sign and return this quote and attached qualifications or send a written purchase order, and we will proceed with your order. LaForce, Inc. is not able to accept verbal purchase authorizations at this time. We look forward to working with you. If you have any questions, or need further information, please give me a call.

Thank You,

TRAVIS WALTERS
Email: Travis.Walters@laforceinc.com
Phone: 847-634-2828

RICK HARTKE
Email: Rick.Hartke@laforceinc.com
Phone: 847-634-2828

Quote Number: 496747QU

Authorized By: _____

Company: _____

Date: _____

Attachment: Water Facility Access Door Improvements Contract Final (O-2024-66 : Water Facility Access Door Improvements)

CONTRACT EXHIBIT B – PERFORMANCE BOND
FORM OF PERFORMANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____(the “**Principal**”) and _____(the “**Surety**”), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the “**Village**”), the full and just sum of _____Dollars (\$_____) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular Water Facility Door Improvement contract between Principal and the Village dated ___day of _____, 20__, (hereinafter referred to as the “**Contract**”), a copy of which is attached and incorporated by reference as though fully set forth herein.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Contract; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Contract; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Work thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work.

IN WITNESS WHEREOF, we have hereunto set our hands and sea ___day of _____, 20__.

SURETY

PRINCIPAL

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST

ATTEST

By: _____

By: _____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute Bond.
IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located

Attachment: Water Facility Access Door Improvements Contract Final (O-2024-66 : Water Facility Access Door Improvements)

CONTRACT EXHIBIT D – FINAL LIEN WAIVER

FINAL WAIVER OF LIEN

STAFF OF ILLINOIS

COUNTY OF

110 WHOMIR MAY COMCEIRM:

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to _____

the premises shown as _____

of mch _____, is the owner.

THE FURTHER INCOME OF _____

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DAIB _____

CCMPANY NAME _____

ADDRESS _____

SIGNATURE, 'ND' IIIII _____

INCLUDE IDJIIFARE. NOTIL, MED1FOCHANGE ORDERS, BOTH ORAL MID Wlm" IEN. ro THE CONTRACT

CONTRACTOR'S AFFIDAVIT

S. STATE OF ILLINOIS,

COUNTY OF

110 WHOMIR MAY COMCEIRM:

THE UNDERSIGNED, (NAME) _____ BBNGDULYSWORN, DEPOSES

AND SAYS THAT HE OR SHE IS (POSITION), _____ OF

(COMPANY NAME) _____ WHO IS THE

CONTRACTOR, FURNISHING _____ WORK ON THE BUILDING

LOCATED AT _____

OWNED BY _____

That the futdamotm of the contract inclming eJdrasi' is \$ _____, owned by or she bas; --edl _____ of

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TOTAL LABOR AND MATERIAL, INCLUDING EXHIBITS					

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Attachment: Water Facility Access Door Improvements Contract Final (O-2024-66 : Water Facility Access Door Improvements)



Ordinance No. O-2024-67 : Water Facility Security Improvements

Recommendation of Action

Staff recommends approval.

Summary: Staff recommends approval of a contract with Pace Systems, Inc., for Water Facility Security Improvements in an amount not to exceed \$53,282.90, pending final review and approval by the Village Attorney.

ATTACHMENTS:

- Pace Award Memo (DOCX)
- Pace Ordinance (Security Improvements) (DOCX)
- Water Facility Security Improvements Bid Tab (PDF)
- Water Facility Security Improvements Contract Final (PDF)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, June 17, 2024	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: June 13, 2024

TO: Dane Bragg, Village Manager

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

SUBJECT: Pace Systems, Inc. Award of Water Facility Security Improvements

RECOMMENDATION

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Pace Systems, Inc. for Water Facility Security Improvements in an amount not to exceed \$53,282.90 which includes a 10% Village controlled contingency, pending final review and approval by the Village Attorney.

BACKGROUND

Staff requested authorization to waive bids and negotiate this project in April of 2024. This was following initial discussions with known firms that have installed doors and access control devices at other Buffalo Grove Facilities. Original estimates of the total construction costs were between \$150,000 and \$200,000. Following these initial estimates staff sought out an engineering firm for a proposal to design, bid, and build. The proposal fee for this was estimated to be between \$40,000 and \$80,000. Public Works and Purchasing met to discuss this project and both agreed that due to the engineer's proposal cost and specialty of this work it was in the best interest of the Village to negotiate directly with qualified contractors on this project. At that time, it was expected that two separate contracts would be brought forward for this work, one for access doors and one for security improvements.

Since the Village's water pumping stations have been constructed only minor security improvements have been made. Given the sensitivity of these facilities, a high level of security in terms of access control and record keeping is recommended. This project will improve performance and security at the water facilities as well as allow for continuity of access control services with other Village properties.

Due to the size and scope of the project, staff recommends a contingency fund be created and controlled by the Village in the amount of \$4,843.90 (10.0% of the project cost). As quotes came in below initial estimates, Public Works staff will consult with the Village Manager prior to exceeding the quote price of \$48,439.00.

Attached is a copy of the tabulation of quotes for this project indicating the lowest qualified price of \$48,439.00. The contracted amount with Pace Systems, INC. including the additional 10% Village controlled contingency will be in an amount not to exceed \$53,282.90.

ORDINANCE 2024-_____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH PACE SYSTEMS, INC. FOR WATER FACILITY SECURITY IMPROVEMENTS

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute a contract with Pace Systems, Inc. for Water Facility Security Improvements in an amount not to exceed \$53,282.90, pending final review and approval by the Village Attorney.

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

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

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

APPROVED:

 Eric N. Smith, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: Pace Ordinance (Security Improvements) (O-2024-67 : Water Facility Security Improvements)

Village of Buffalo Grove
Public Works Department

Water Facility Security Improvements

Quote Tabulation	I Wire	I Wire	I Wire	I Wire	Pace	Pace	Pace	Pace
2024	1540 Fleetwood Drive	1541 Fleetwood Drive	1542 Fleetwood Drive	1543 Fleetwood Drive	244 Corporate Lane	245 Corporate Lane	246 Corporate Lane	247 Corporate Lane
	Elgin, IL +60123	Elgin, IL +60124	Elgin, IL +60125	Elgin, IL +60126	Naperville, IL 60567	Naperville, IL 60568	Naperville, IL 60569	Naperville, IL 60570
	224-856-5256	224-856-5257	224-856-5258	224-856-5259				
	Station 1	Station 2	Station 6	Station 7	Station 1	Station 2	Station 6	Station 7
Bid Bond:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Signed Bid Form:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Signed Public Contract Statements:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Contract Modifications Requested	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Lump Sum:	\$ 14,965.00	\$31,235.00	\$14,860.00	\$14,625.00	\$9,881.00	\$20,784.00	\$8,887.00	\$8,887.00
Total	\$14,965.00	\$31,235.00	\$14,860.00	\$14,625.00	\$9,881.00	\$20,784.00	\$8,887.00	\$8,887.00
TOTAL COST	\$75,685.00				\$48,439.00			

WATER FACILITY SECURITY IMPROVEMENTS CONTRACT

Water Facility Security Improvements Contract (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and Pace Systems INC. an (hereinafter the “**Contractor**”) on this 17th day of June 2024 (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 solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; 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 & Schedule of Prices
Contract Exhibit B – Performance Bond
Contract Exhibit C – Partial Lien Waiver
Contract Exhibit D – Final Lien Waiver

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the more restrictive term or provision shall prevail.

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 A** (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.

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. An executed and notarized Contractor's Sworn Statement in a form similar to AIA G702 or AIA G703;
2. Either a partial or final lien waiver from every subcontractor, sub-subcontractor, or materialman in substantially the same form as attached here as **Contract Exhibit C** and **Contract Exhibit D**;
3. Certified payroll necessary for the Prevailing Wage Act; and

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

The Contractor shall fully, and not substantially, complete all the Work and the Work shall be accepted by the Director of Public Works, provided that acceptance by the Director of Public Works shall not be unreasonably delayed, on or before October 3, 2024.

If the Contractor shall fail to complete the work within the Contract Time which shall include any proper extension granted by the Village, the Contractor shall pay to the Village an amount equal to Seven Hundred Fifty dollars (\$750) per calendar day for each day past the Contract Time until final acceptance by the Village, as liquidated damages and not as a penalty.

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 affected 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 – PERFORMANCE BOND

The Contractor shall provide the Village with a performance bond in substantially the same form as on **Contract Exhibit C** (the "**Performance Bond**") prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – 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 Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – 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 IX – 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.
4. Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.
5. Builder Risk Property Coverage with Village as loss payee

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.
4. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
5. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.

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.

The Certificate of Insurance shall state the Village of Buffalo Grove has been endorsed as an "additional insured" by the Vendor's insurance carrier. Specifically, this Certificate must include the following language: **"The Village of Buffalo Grove, and its respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the agreement term."**

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 X – 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 of Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance's website.

ARTICLE XI – 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 XII – 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 Dbragg@vbg.org ATTN: Village Manager
WITH COPIES TO:	Cc: pbrankin@schainbanks.com Cc: Ckrase@vbg.org
IF TO THE CONTRACTOR:	_____ _____ _____ ATTN: _____

ARTICLE XIII – 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 XIV – 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 XV – SEQUENCE OF THE WORK

The Director of Public Works 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 XVI – SUPERVISION

The Director of Public Works 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 Director of Public Works. 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 Director of Public Works, 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 XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Director of Public Works, 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 XVIII – 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 Director of Public Works. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Director of Public Works 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 Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Director of Public Works or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Director of Public Works or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twenty four (24) months from the date of final, and not substantial, completion.

ARTICLE XX – 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 Director of Public Works 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 XXI – 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 Director of Public Works or his authorized representative.

ARTICLE XXII – 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 XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, 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 XXIV – 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. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. 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.

E. 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.

F. PREVAILING WAGE ACT - The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days' Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number.

Current rates can be located on the Illinois Department of Labor website.

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

ARTICLE XXV – 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 XXVI – 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 XXVII – 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. COUNTERPARTS** – This Contract may be executed by the Parties in any any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.
- D. 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.
- E. NO THIRD-PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- F. 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.
- G. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- H. 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.
- I. 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.*
- J. 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.
- 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.

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

Company
[An Illinois _____ company]

By: _____
Name: Dane Bragg
Title: Village Manager

By: _____
Name: _____
Title: _____

CONTRACT EXHIBIT A

DESCRIPTION OF THE WORK & SCHEDULE OF PRICES

Village of Buffalo Grove Well House Access Control system Installation Classic Design

SCOPE OF WORK & SYSTEM PROPOSAL





Monday, April 29, 2024

ACS Installation - Classic Design.

Qoute # 7675-2024

Rev 1A

Mr. Kyle Johnson,

It is with appreciation that we submit to you the following proposal for approval to install Access control at the 5 Well House buildings located at.

Well House 1 -- 345 Arlington Heights Rd. Buffalo Grove IL

Well House 6 -- 120 Horatio Blvd Buffalo Grove IL

Well House 7 -- 400 Lasalle lane Buffalo Grove IL

Well House 2 -- 511 Arlington Heights Rd. Buffalo Grove IL

Well House 2.1 -- 525 Arlington Heights Rd. Buffalo Grove IL

If you have any questions please do not hesitate to reach out for clarification.

Sincerely,

A handwritten signature in black ink, appearing to read "Gene Brierton", written in a cursive style.

Gene Brierton

gbrierton@pace-systems.com

(630) 335-9343

Scope of Work

PACE Systems, Inc., a Professional Technology integration company, offers this statement of understanding and scope of work. For Well House 1,6,7,2, 2.1. Pace will install all system devices listed in this proposal to provide a functional access control system at each location with connection to the VBG Genetec Enterprise System for management.

ACKNOWLEDGEMENT OF OBJECTIVES:

In addition to the SOW above PACE Systems will:

1. Install one panel and associated card readers per location.
2. Make network connections in collaboration with Anthony Latz and the IT team.
3. Pace to program, setup the ACS panels and program 1 card for testing purposes.
4. All work to be completed during normal business hours between 6a- 3P Mon-Fri.
5. **All work will be performed in accordance with the Prevailing Wage Act.**

SCOPE OF WORK BY OTHERS:

- Any/all general contractor services including patching/painting, if applicable
- Any/all data infrastructure
- All external network infrastructure including data drops, switch gear, and network cables

FURNISHED BY OWNER:

- Site PDF drawings for drawing creation
- Network switch ports and IP network info
- Access to all areas of the building needed for the installation
- Programing of all user cards/codes and assignment of access levels/groups for personnel in the Genetec system.
- It is understood the doors to have access control are to be replaced by the Water Dept and that Pace will work with the VBG around the schedule of these doors' replacements.
- It is understood that all new doors are to be prepped for locking hardware and all locking hardware is to be supplied by the door company or others and Pace will connect the ACS to the locking hardware and test accordingly.
- All doors with access control shall be in good mechanical working condition and should have a functioning door closer so the doors operate properly without additional actions by the user. If at the time of conversion doors are not properly working mechanically, Pace with discuss with Village Administration on how to proceed or correct these issues.

EXCLUSIONS:

- Premium time, Holidays, Overtime
- Permits/Fees
- Any/all General construction including, but not limited to dry walling, painting, plumbing, flooring, mechanical, ceilings.

Please note that any work outside of the specifics listed above may result in changes to the scope and cost of the project for us to complete the work in good faith, and with the understanding that there could be additional costs incurred by Pace Systems, Inc. to facilitate completion that are above and beyond the estimate provided herein. The additional costs plus reasonable markup will be passed through to client for reimbursement.

System Equipment:

Based on understanding of scope of work, Pace Systems is providing the following equipment at each location to provide access control on the fire station connected to the village of Buffalo Grove

Pace Systems will provide the following at each location

- Mercury IC, Enclosure, Pwr Sup and battery, (1 per location, provides for 2 readers)
- POE injectors (1 per controller or IP device)
- Genetec Advantage Synergis Enterprise. (1 For each reader installed)
- HID Signo Mullion Card Readers. (1 reader per door)
- Recessed Door Contacts. (1) contact on single door. (2) contacts for Dbl doors
- Bosch DS160 High Performance Request to Exit Motion Sensor (1) per door
- Cables at each door to devices to be encased in either conduit or wire mold from reader and devices at the door to above the door height. Cable to be in conduit for open ceilings J hooks will be used on false ceilings above door to main panel locations.
- Main panel will be located so an existing available circuit can be used for 120V, and Pace will make these connections with collaboration of the Water Dept. personnel.

****Cloud link at each site is not necessary***

For the 525/511 locations: additional devices will be installed :

- 1 Ubiquiti Wireless Bridge set, enclosure, and UPS. shall be installed to provide network connectivity between these buildings for the new access control door at the 525 building.

Warranty:

1. Pace System will warrant the installed devices for the period of 1-year on parts/labor, and Installation. Warranty work is to be conducted during normal business hours.

Pricing:

1. This proposal pricing is valid for 30 days of the date of this document, after which it will need to be reviewed to determine if there are any cost increases or can be reissued with a new date.

Qty.	Description	Cost
1	Well House 1, 1 Genetec panel/power supply and batteries, 1 controller board 2 card readers, 2 Rex 3 contacts. 1 wireless Bridge. Pace to install new wiring to each door and device	\$9881.00
1	Well house 6: 1 Genetec panel/power supply and batteries, 1 controller board 2 card readers, 2 Rex 2 contacts. 1 wireless Bridge. Pace to install new wiring to each door and device	\$8887.00
1	Well House 7: 1 Genetec panel/power supply and batteries, 1 controller board 2 card readers, 2 Rex 2 contacts. 1 wireless Bridge. Pace to install new wiring to each door and device	\$8887.00
	Well House 2: 1 Genetec panel/power supply and batteries, 1 controller board 2 card readers, 2 Rex 3 contact. 1 wireless Bridge device. Pace to install new wiring to each door and device	\$9417.00
	Well House 2.1: , 1 Genetec panel/power supply and batteries, 1 controller board 1 card readers, 1 Rex 1 contact. 1 wireless Bridge separate enclosure and UPS. Pace to install new wiring to each door and device.	\$11367.00
	Grand Total	\$ 48,439.00

 Name

 Title

 PO Number

We appreciate the opportunity to provide this proposal and can discuss any questions you may have regarding this information at your request.

CONTRACT EXHIBIT B – PERFORMANCE BOND
FORM OF PERFORMANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____(the “**Principal**”) and _____(the “**Surety**”), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the “**Village**”), the full and just sum of _____Dollars (\$_____) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular Water Facility Door Improvement contract between Principal and the Village dated ___day of _____, 20__, (hereinafter referred to as the “**Contract**”), a copy of which is attached and incorporated by reference as though fully set forth herein.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Contract; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Contract; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Work thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work.

IN WITNESS WHEREOF, we have hereunto set our hands and sea ___day of _____, 20__.

SURETY

PRINCIPAL

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST

ATTEST

By: _____

By: _____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute Bond.
IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located

Attachment: Water Facility Security Improvements Contract Final (O-2024-67 : Water Facility Security Improvements)

CONTRACT EXHIBIT C – PARTIAL LIEN WAIVER

STATE OF ILLINOIS

PAR'DAE UFIN'WAWER

COUN'IFYOF

TO WHOM ITiMAY CONCERN:

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Attachment: Water Facility Security Improvements Contract Final (O-2024-67 : Water Facility Security Improvements)

CONTRACT EXHIBIT D – FINAL LIEN WAIVER

FINAL WAIVER OF LIEN

STAFF OF ILLINOIS

COUNTY OF

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COUNTY OF

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Attachment: Water Facility Security Improvements Contract Final (O-2024-67 : Water Facility Security Improvements)



Ordinance No. O-2024-68 : Ordinance Approving a Planned Development Amendment for Kilmer School Located at 655 Golfview Terrace

Recommendation of Action

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

School District 21 is seeking to build a temporary awning and modular classroom at Kilmer School located at 655 Golfview Terrace. The proposal requires an amendment to the Planned Development. The Planning & Zoning Commission unanimously recommended approval, subject to conditions.

ATTACHMENTS:

- BOT Memo Kilmar (DOCX)
- Ordinance (DOCX)
- Exhibit B Plan Set (PDF)
- Exhibit C Draft PZC Minutes (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, June 17, 2024

**VILLAGE OF
BUFFALO GROVE**



DATE: June 17, 2024

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Director of Community Development
Kelly Purvis, Deputy Director of Community Development

SUBJECT: Request to approve an Amendment to the Planned Unit Development and Preliminary Plan for Joyce Kilmer School and Park

RECOMMENDATION

The PZC **unanimously recommended approval** of an Amendment to the Planned Unit Development and Preliminary Plan for Joyce Kilmer School and Park, with Variations from the R-5 One Family Dwelling District requirements related to setbacks, to accommodate a temporary awning and modular classroom on the subject properties, and to allow a portion of the existing school building to encroach onto the park property located at 655 Golfview Terrace, subject to the following conditions:

1. The proposed 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. The modular classroom, awning and all improvements associated with the temporary classrooms shall be removed from the properties within 3 years, and the site shall be restored to the existing condition or better.
4. Approval is subject to the execution and approval of all necessary documents including, but not limited to, easements and conveyance documents between the Village of Buffalo Grove, Buffalo Grove Park District and Community Consolidated School District 21, as approved by the Village Board and subject to final review and approval by the Village Attorney.

BACKGROUND

Community Consolidated School District 21 (D21) is requesting an approval of plans to construct a temporary modular classroom on the Joyce Kilmer School and Park properties. The school property is approximately 3.4-acres in area and the park is 6.6-acres in area. The school/park site is located on the east side of Golfview Terrace near the intersection with Raupp Boulevard (see Figure 1).



Figure 1. Site Aerial – Existing Conditions

Attachment: BOT Memo Kilmar (O-2024-68 : Ordinance Approving a Planned Development Amendment for Kilmer School)

The school and park properties were dedicated to the Village as part of the Buffalo Grove Unit 7 Subdivision and the PUD of the Oak Creek Condos and Apartments. While the school site was later conveyed to the school district, a title search has failed to show a record that the park site was conveyed to the park district as intended. For this reason, there is a condition of approval that the Village, Park District, and D21 work together to rectify ownership conflicts.

PROPOSED PROJECT

D21 has a shortage of classrooms to accommodate the current student enrollment. The School District is proposing to construct a 4,860 square foot temporary modular structure on the asphalt basketball courts at the southwest face of Joyce Kilmer School. The structure would be in place for two-three years while the School District comes up with a more permanent solution. The modular building would be constructed entirely on the park property, however an awning providing a covered walkway from the school to the modular building will cross over the property lines between the school and park. The building will have an exterior ADA ramp, which would also be protected by the awning.

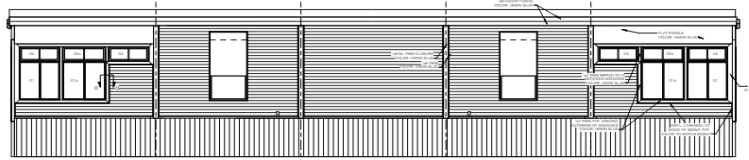


Figure 2. Modular Classroom Building – South Elevation

Since the modular building and awning structures will be on the park property, D21 and the Park District are working on an Intergovernmental Agreement (IGA), to outline the terms and expectations of the School District's use of the land.

The project requires approval of an amendment to the PUD and preliminary plan, and variations from the R-5 District regulations related to building setbacks to accommodate the proposed construction of the modular building and awning structure. Since a portion of the existing school building also encroaches onto the park parcel, it is recommended that the Village grant the zoning relief to allow that encroachment at this time as well. The following report provides a summary of the project and requests.

PLANNING & ZONING ANALYSIS

Use:

Schools are Special Uses in all residential districts. The proposed modifications to the site require an amendment to the PUD.

Setbacks and bulk requirements:

The modular building meets the minimum setback requirement, while the awning structure will cross over the property line resulting in the need for a variation from the interior side yard setback requirement. Both the modular building and the awning structure will comply with all other bulk requirements.

As previously noted, the existing school building encroaches onto the park property by about 48 feet. While an easement was granted to allow the building to encroach, the appropriate zoning relief was not granted. The building addition has been in place since approximately 1995. It is recommended that this issue be cleaned up, and zoning relief be provided as part of the current proposal.

The proposed changes will be isolated to the asphalt area to the southwest of the school and will not impact traffic, site access or circulation, or parking.

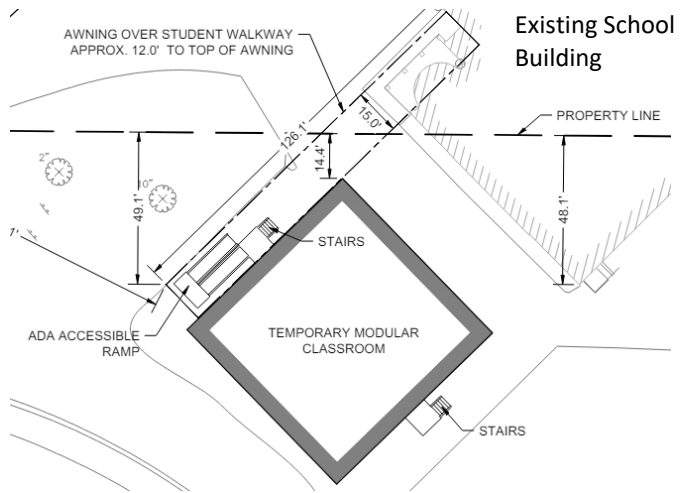


Figure 3. Site Plan

Stormwater & Engineering:

The Village's Engineers have reviewed the preliminary plans and do not have any concerns about stormwater as there will be no new impervious surface added to the site. Engineering staff will work with D21 regarding utility connections for the modular building.

PUBLIC HEARING COMMENTS

One individual was present at the Public Hearing and presented concerns regarding how the school project was going to be financed. Staff did not receive any other comments from the public regarding the project.

ORDINANCE NO. 2024 - ____

**AN ORDINANCE APPROVING AN AMENDMENT TO
THE PLANNED UNIT DEVELOPMENT AND PRELIMINARY PLAN
FOR 655 GOLFVIEW TERRACE
VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS**

**Joyce Kilmer School and Park
School District #21
655 Golfview Terrace**

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

WHEREAS, 655 Golfview Terrace, Buffalo Grove, IL is improved with a public elementary school on approximately 3.4-acres, and a public park on approximately 6.6-acres, in the R-5 One Family Dwelling District, and is hereinafter legally described in Exhibit A; and,

WHEREAS, in 1971, the Village Board approved by Ordinance No. 1971-005 for the Planned Unit Development of the Oak Creek Condos and Apartments, whereby the subject property was dedicated to the Village for a school and park site; and

WHEREAS, Cage Engineering, ("Petitioner") has filed a petition on behalf of School District #21, to allow construction of a temporary awning and modular classroom on the subject properties, and to allow a portion of the existing school building to encroach on the park property, and is requesting the following approvals:

1. An amendment to the Planned Unit Development and Preliminary Plan; and,
2. Variations from Section 17.40.020 of the Zoning Code to allow the temporary awning and the existing school building to encroach upon the park property resulting in no setback for the southerly interior side yard; and

WHEREAS, notice of public hearing was given and the Village Planning & Zoning Commission conducted a public hearing on June 5, 2024 concerning the petition for approval of the Amendment to the Planned Unit Development and Preliminary Plan with Zoning Code Variations; and,

WHEREAS, the Planning & Zoning Commission made findings and determined that the petition meets the criteria for Planned Unit Developments, Special Uses, and Zoning Variations as set forth in the Buffalo Grove Zoning Ordinance, as described in the minutes attached as Exhibit C; and,

WHEREAS, the Planning & Zoning Commission voted 5 - 0 to unanimously recommend approval of the Amendment to the Planned Unit Development and Preliminary Plan with Zoning Code Variations; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have

concluded that the proposed Amendment to the Planned Unit Development and Preliminary Plan with Zoning Code Variations requested are reasonable and will serve the best interests of the Village.

WHEREAS, the proposed development shall be constructed 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 June 5, 2024, 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 Planned Unit Development and Preliminary Plan with Zoning Code Variations for the Property located at 655 Golfview Terrace, Buffalo Grove, IL, subject to the following conditions:

- A. The proposed improvements shall be constructed in substantial conformance with the plans attached as part of the petition.
- B. The Final Engineering plans shall be submitted in a manner acceptable to the Village.
- C. The modular classroom, awning and all improvements associated with the temporary classrooms shall be removed from the properties within 3 years, and the site shall be restored to the existing condition or better.
- D. Approval is subject to the execution and approval of all necessary documents including, but not limited to, easements and conveyance documents between the Village of Buffalo Grove, Buffalo Grove Park District and Community Consolidated School District 21, as approved by the Village Board and subject to final review and approval by the Village Attorney.

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:

Village Clerk

APPROVED:

Eric Smith, Village President

Attachment: Ordinance (O-2024-68 : Ordinance Approving a Planned Development Amendment for Kilmer School)

EXHIBIT A**Legal Description**

**Joyce Kilmer School & Park
School District #21
655 Golfview Terrace**

SUBJECT PROPERTY COMMON ADDRESS: 655 Golfview Terrace

LOT "A" IN BUFFALO GROVE UNIT NO. 7, BEING A SUBDIVISION OF SECTIONS 4 AND 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 17, 1965 AS DOCUMENT NUMBER 14497804, IN COOK COUNTY, ILLINOIS.

LOT "B" IN BUFFALO GROVE UNIT NO. 7, BEING A SUBDIVISION OF SECTIONS 4 AND 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 17, 1965 AS DOCUMENT NUMBER 14497804, IN COOK COUNTY, ILLINOIS.

PINS: 03-04-300-007 and 03-04-300-008

5

EXHIBIT B

Plan Set

**Joyce Kilmer School & Park
School District #21
655 Golfview Terrace**

Attachment: Ordinance (O-2024-68 : Ordinance Approving a Planned Development Amendment for Kilmer School)

EXHIBIT C

Minutes from June 5, 2024, Planning & Zoning Commission Meeting
Joyce Kilmer School & Park
School District #21
655 Golfview Terrace

Attachment: Ordinance (O-2024-68 : Ordinance Approving a Planned Development Amendment for Kilmer School)

May 10, 2024

Kelly Purvis
Deputy Director of Community Development
Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089

RE: Prefiling Conference Project Description for School District 21 –
Mobile Classroom Building at Joyce Kilmer Elementary School
655 Golfview Terrace, Buffalo Grove, IL 60089

Project Narrative

Joyce Kilmer Elementary School currently faces a classroom shortage for the 2024-2025, and 2025-2026 school years. With the need for more space, it is in the best interest of School District 21 to install a modular classroom building to house four classrooms. The building will be used for 3 years until reallocation of students can be completed.

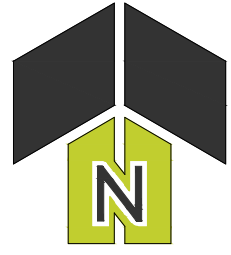
The proposed mobile classroom building is located at the southwest face of Joyce Kilmer Elementary School on Buffalo Grove Park District's property. This piece of property currently consists of an asphalt lot and baseball field with landscaping. This location was chosen so that the mobile classroom could be placed on the existing asphalt so as to not add impervious area to the site and to allow for easy rehabilitation once the classrooms are removed.

The total square footage of the building 4,860 sf. A sanitary connection will be made to the existing school's connection and a water connection will be made off of Golfview Terrace and will follow the Village of Buffalo Grove and MWRD ordinances. The interior of the building consists of four classrooms, three bathrooms, and an office. The exterior of the building will have an ADA ramp in order to reach the elevated door and a potential awning covering the path from the ramp to the exterior door of Joyce Kilmer Elementary School to shield students and teachers from the weather.

PLAT OF SURVEY

LEGAL DESCRIPTION

LOT "B" IN BUFFALO GROVE UNIT NO. 7, BEING A SUBDIVISION OF SECTIONS 4 AND 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 17, 1965 AS DOCUMENT NUMBER 14497804, IN COOK COUNTY, ILLINOIS.



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1" = 60' (HORIZONTAL)

BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING GPS OBSERVATIONS

CLIENT:

COMMUNITY CONSOLIDATED SCHOOL
DISTRICT 21
959 WEST DUNDEE ROAD
WHEELING, IL

CURRENT P.I.N.:

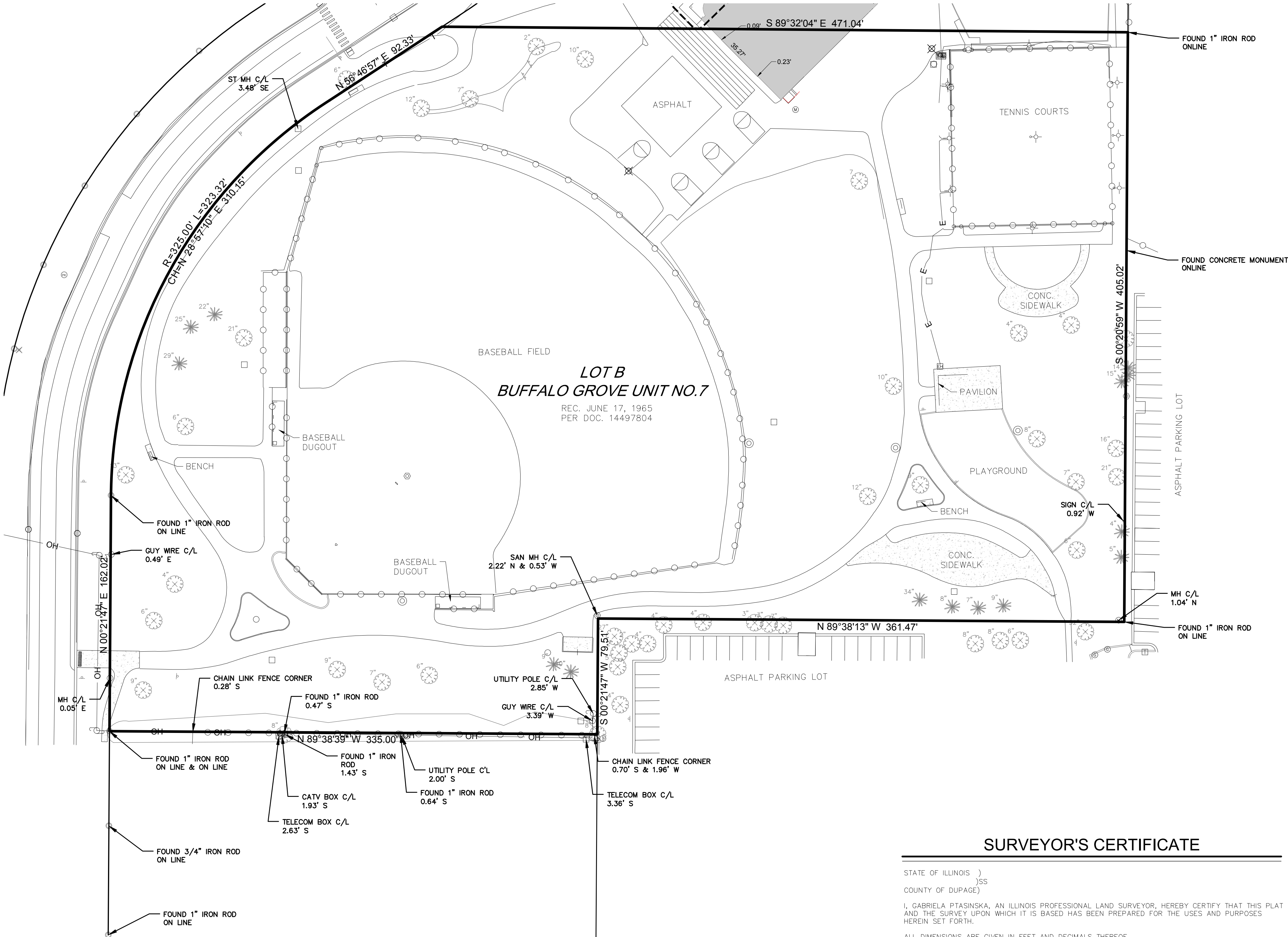
03-04-300-008

SURVEYED AREA

287588 SQUARE FEET (6.60 AC±)

LEGEND

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R.O.W. LINE =		EX. TELEPHONE MARK =	
EASEMENT LINE =		EX. TELEPHONE PEDESTAL =	
PAVEMENT LINE =		EX. ELECTRIC JUNCTION BOX =	
CURB & GUTTER =		EX. ELECTRIC HANDHOLE =	
DEPRESSED CURB & GUTTER =		EX. ELECTRIC TRANSFORMER =	
CONCRETE WALK =		EX. ELECTRIC METER =	
SANITARY LINE =		EX. UTILITY POLE =	
STORM LINE =		EX. GUY WIRE =	
WATERMAIN LINE =		EX. LIGHT POLE =	
BURIED ELECTRIC LINE =		EX. STREET LIGHT =	
BURIED TELEPHONE LINE =		EX. ELECTRIC MARK =	
BURIED GAS LINE =		EX. GAS MARK =	
OVERHEAD UTILITY LINE =		EX. GAS METER =	
EX. FOUND CUT CROSS =		EX. GAS VALVE =	
EX. FOUND IRON ROD W/ YELLOW "JACOB & HEFNER CAP" AT CORNER		EX. GATE POST =	
EX. SANITARY MANHOLE =		EX. BOLLARD =	
EX. STORM CLEANOUT =		EX. SIGN =	
EX. STORM MANHOLE =		EX. BUILDING =	
EX. INLET =		EX. CONCRETE =	
EX. CATCH BASIN =		EDGE OF PAVEMENT =	
EX. DOWNSPOUT =		CONCRETE =	
EX. FLARED END SECTION =		MUNICIPAL UTILITY & DRAINAGE EASEMENT =	
EX. HYDRANT =		MUNICIPAL STORMWATER DETENTION EASEMENT =	
EX. VALVE BOX =		PUBLIC UTILITY EASEMENT =	
EX. VALVE VAULT =			
EX. WATER MARK =			
EX. SIAMESE CONNECTION =			



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
I, GABRIELA PTASINSKA, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED HAS BEEN PREPARED FOR THE USES AND PURPOSES HEREIN SET FORTH.
ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, A.D. 20____

FOR REVIEW

GABRIELA PTASINSKA
GPTASINSKA@CAGECIVIL.COM
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3983
LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL LICENSE NO. 184007577
LICENSE EXPIRES APRIL 30, 2025.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATE OF FIELD SURVEY: _____



BUFFALO PARK DISTRICT
BUFFALO GROVE, IL
PLAT OF SURVEY

REVISIONS



2200 CABOT DRIVE, STE.
325 LISLE, IL 60532
P: 630.598.0007
WWW.CAGECIVIL.COM

PLAT OF SURVEY

CLIENT:

COMMUNITY CONSOLIDATED SCHOOL
DISTRICT 21
959 WEST DUNDEE ROAD
WHEELING, IL

CURRENT P.I.N.:

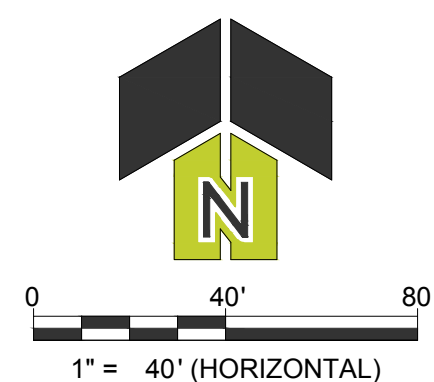
03-04-300-007

SURVEYED AREA

148,252 SQUARE FEET (3.40 AC±)

LEGAL DESCRIPTION

LOT "A" IN BUFFALO GROVE UNIT NO. 7, BEING A SUBDIVISION OF SECTIONS 4 AND 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 17, 1965 AS DOCUMENT NUMBER 14497804, IN COOK COUNTY, ILLINOIS.



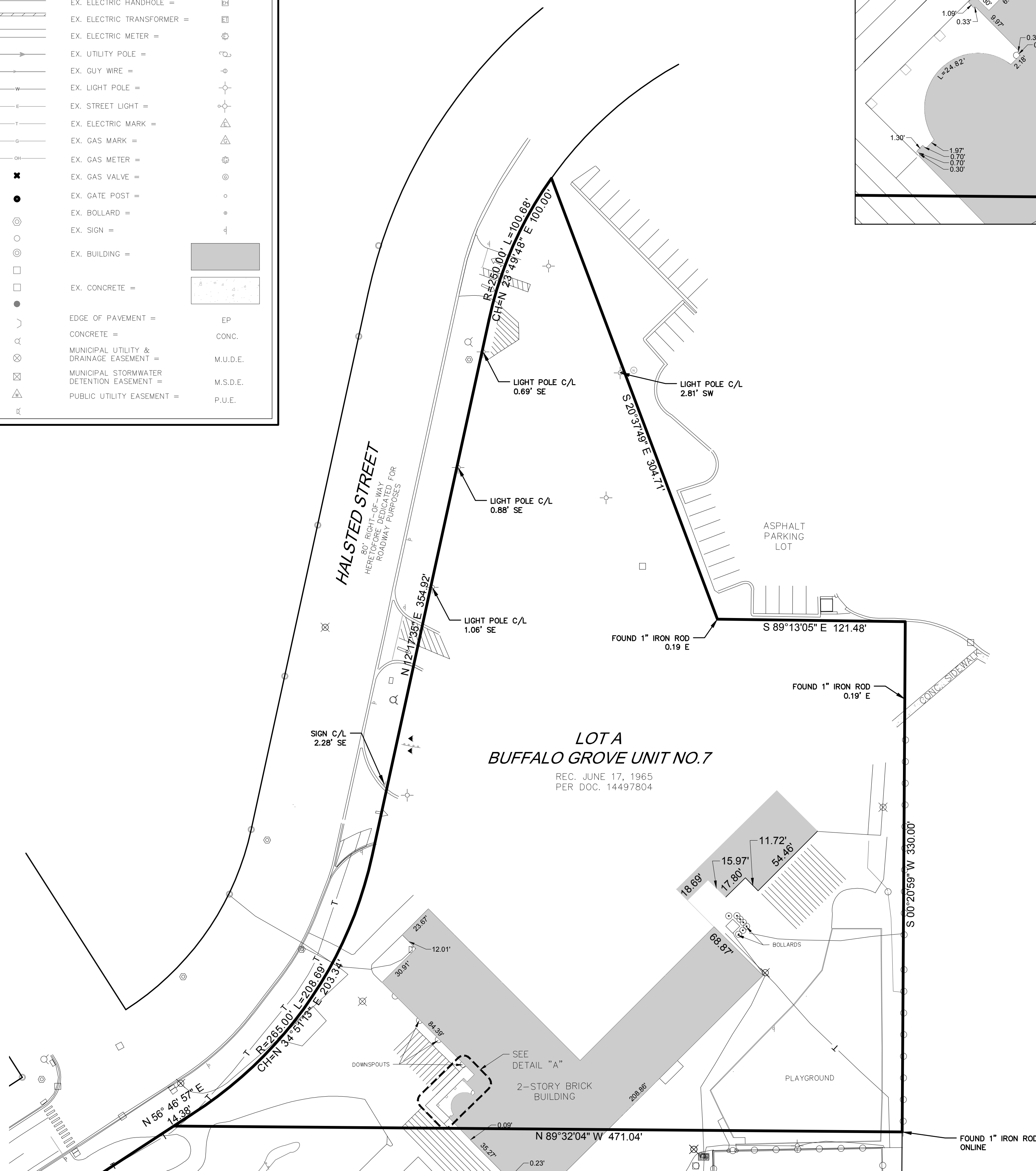
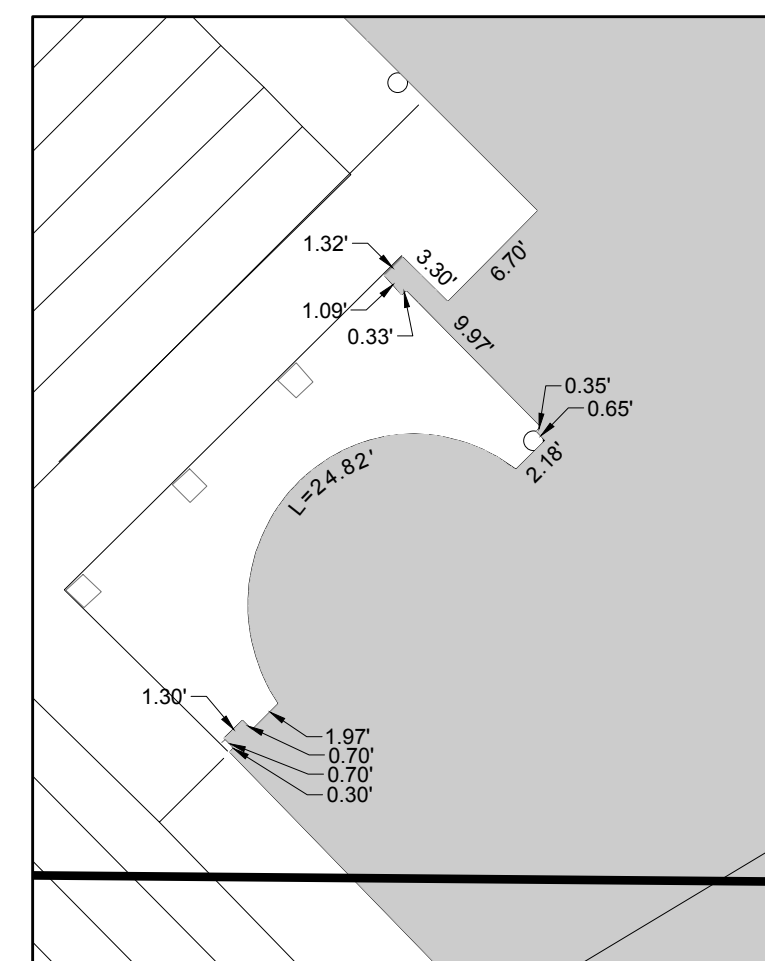
BASIS OF BEARINGS

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LEGEND

BOUNDARY LINE =		EX. MSC. UTILITY =	
R.O.W. LINE =		EX. TELEPHONE MARK =	
EASEMENT LINE =		EX. TELEPHONE PEDESTAL =	
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EX. FOUND IRON ROD W/ YELLOW "JACOB & HEFNER CAP =		EX. GATE POST =	
AT CORNER		EX. BOLLARD =	
EX. SANITARY MANHOLE =		EX. SIGN =	
EX. STORM CLEANOUT =		EX. BUILDING =	
EX. STORM MANHOLE =			
EX. INLET =		EX. CONCRETE =	
EX. CATCH BASIN =			
EX. DOWNSPOUT =		EDGE OF PAVEMENT =	EP
EX. FLARED END SECTION =		CONCRETE =	CONC.
EX. HYDRANT =		MUNICIPAL UTILITY & DRAINAGE EASEMENT =	M.U.D.E.
EX. VALVE BOX =		MUNICIPAL STORMWATER DETENTION EASEMENT =	M.S.D.E.
EX. VALVE VAULT =		PUBLIC UTILITY EASEMENT =	P.U.E.
EX. WATER MARK =			
EX. SIAMSESE CONNECTION =			

DETAIL "A"



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, GABRIELA PTASINSKA, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT
AND THE SURVEY UPON WHICH IT IS BASED HAS BEEN PREPARED FOR THE USES AND PURPOSES
HEREIN SET FORTH.

ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, A.D.20____

FOR REVIEW

GABRIELA PTASINSKA
GPTASINSKA@CAGECIVIL.COM
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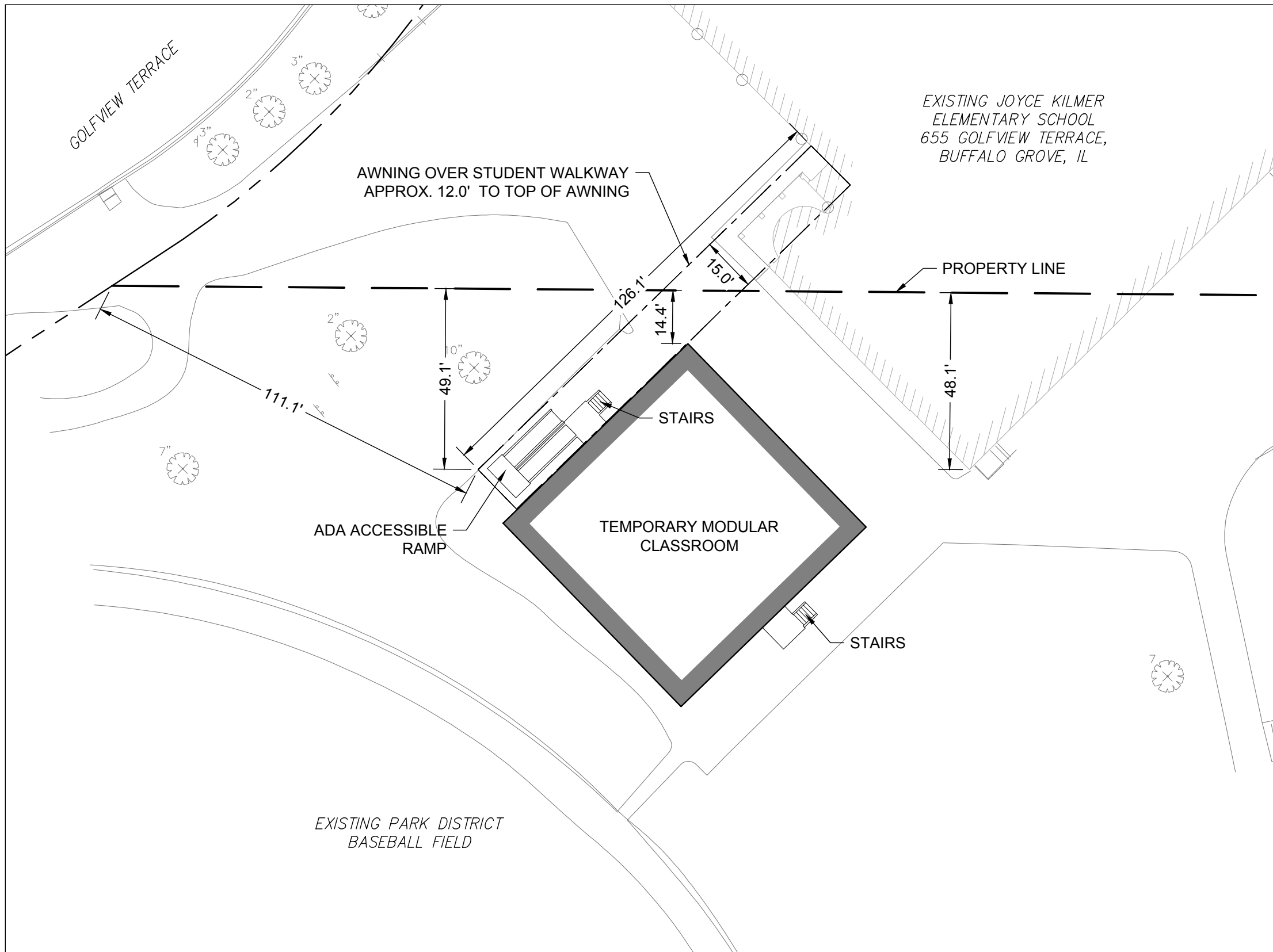
DATE OF FIELD SURVEY: _____



COMMUNITY CONSOLIDATED SCHOOL DISTRICT 21
BUFFALO GROVE, IL
PLAT OF SURVEY

REVISIONS Δ 

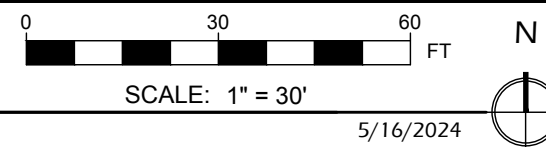
2200 CABOT DRIVE, STE.
325 LISLE, IL 60532
P: 630.598.0007
WWW.CAGECIVIL.COM



TEMPORARY MODULAR CLASSROOMS AT
JOYCE KILMER ELEMENTARY SCHOOL
655 GOLFVIEW TERRACE
BUFFALO GROVE, IL

SITE PLAN

SCALE: 1"=30' (11x17)



C.1



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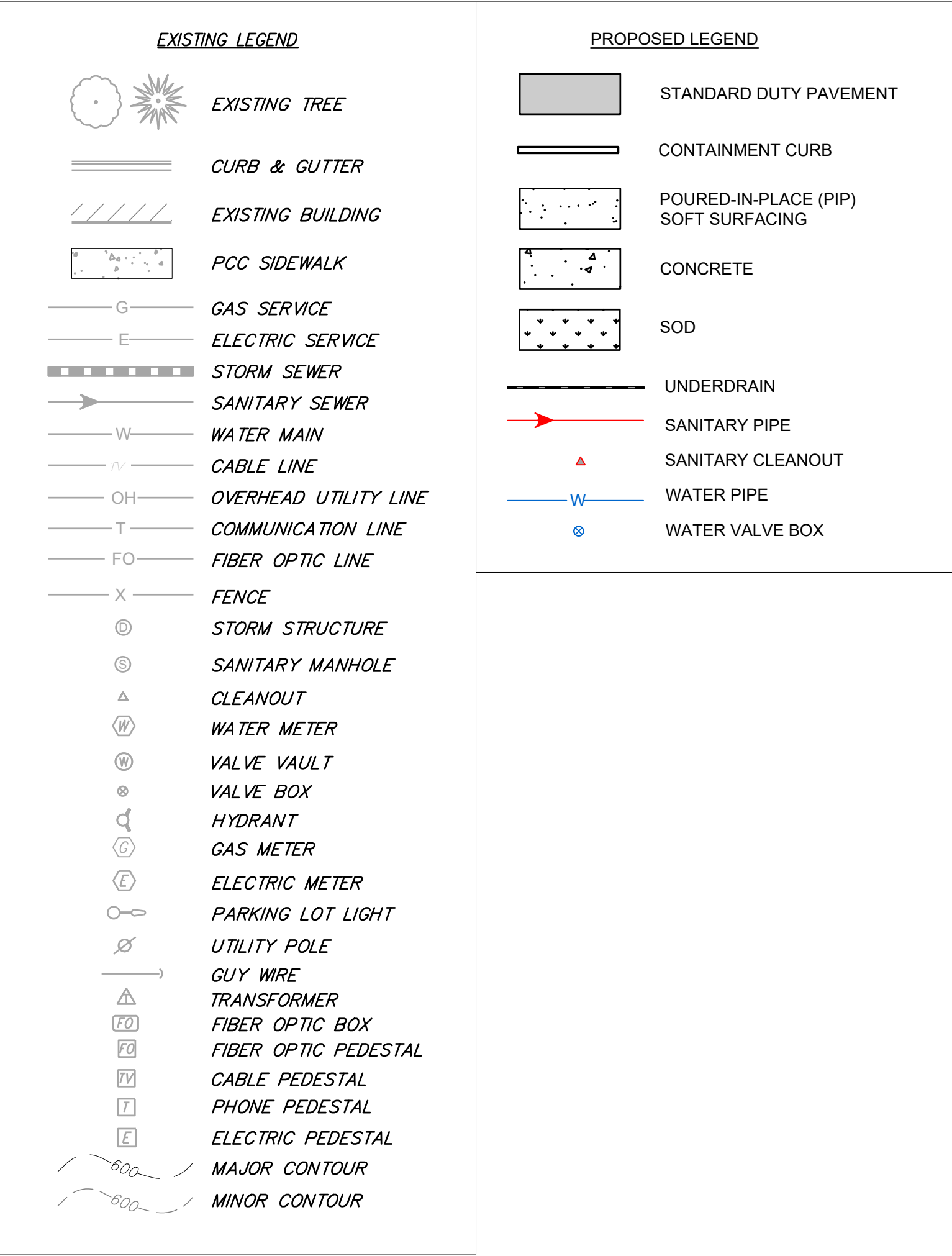
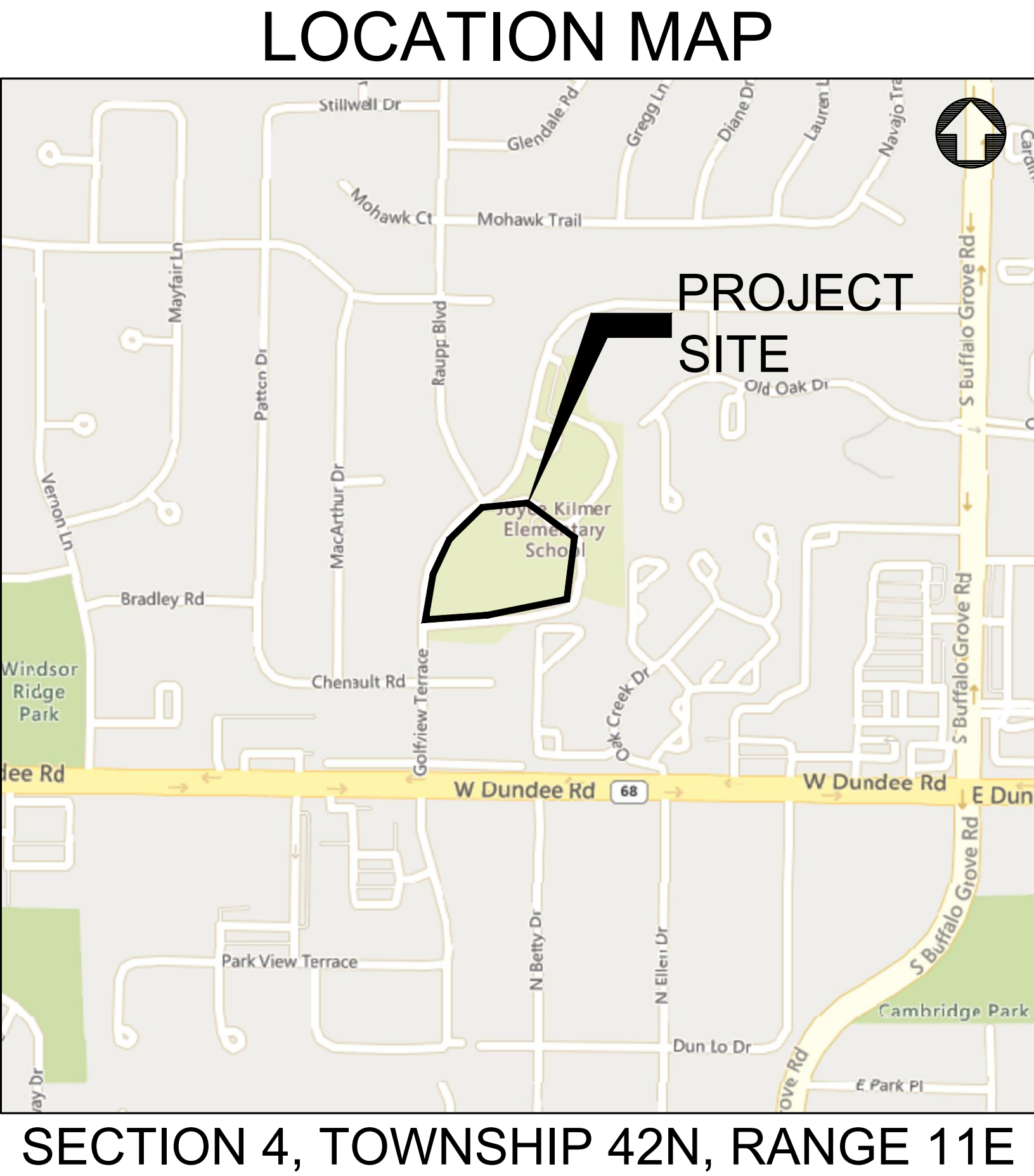
PROPOSED IMPROVEMENTS FOR

JOYCE KILMER ELEMENTARY SCHOOL

MOBILE CLASSROOMS

665 GOLFVIEW TERRACE, BUFFALO GROVE, IL 60089

INDEX OF SHEETS	
Sheet Number	Sheet Title
C0.0	SITE LOCATION MAP & CIVIL LEGEND
C0.1	GENERAL NOTES & SPECIFICATIONS
C0.2	MWRD GENERAL NOTES
C1.0	SITE LAYOUT PLAN





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MOBILE
CLASSROOMS

at

JOYCE KILMER
ELEMENTARY SCHOOL
655 GOLFVIEW TERRACE
BUFFALO GROVE, ILLINOIS
60089

for the
COMMUNITY
CONSOLIDATED
SCHOOL DISTRICT 21

959 W Dundee Rd,
Wheeling, IL 60090



PROGRESS DRAWING –
NOT FOR CONSTRUCTION

REVISIONS	
No.	Date

Project Number:
24061

Issue Date:
MAY 10, 2024

Drawn by:
JDL

Sheet Title
SITE LOCATION MAP & CIVIL
LEGEND

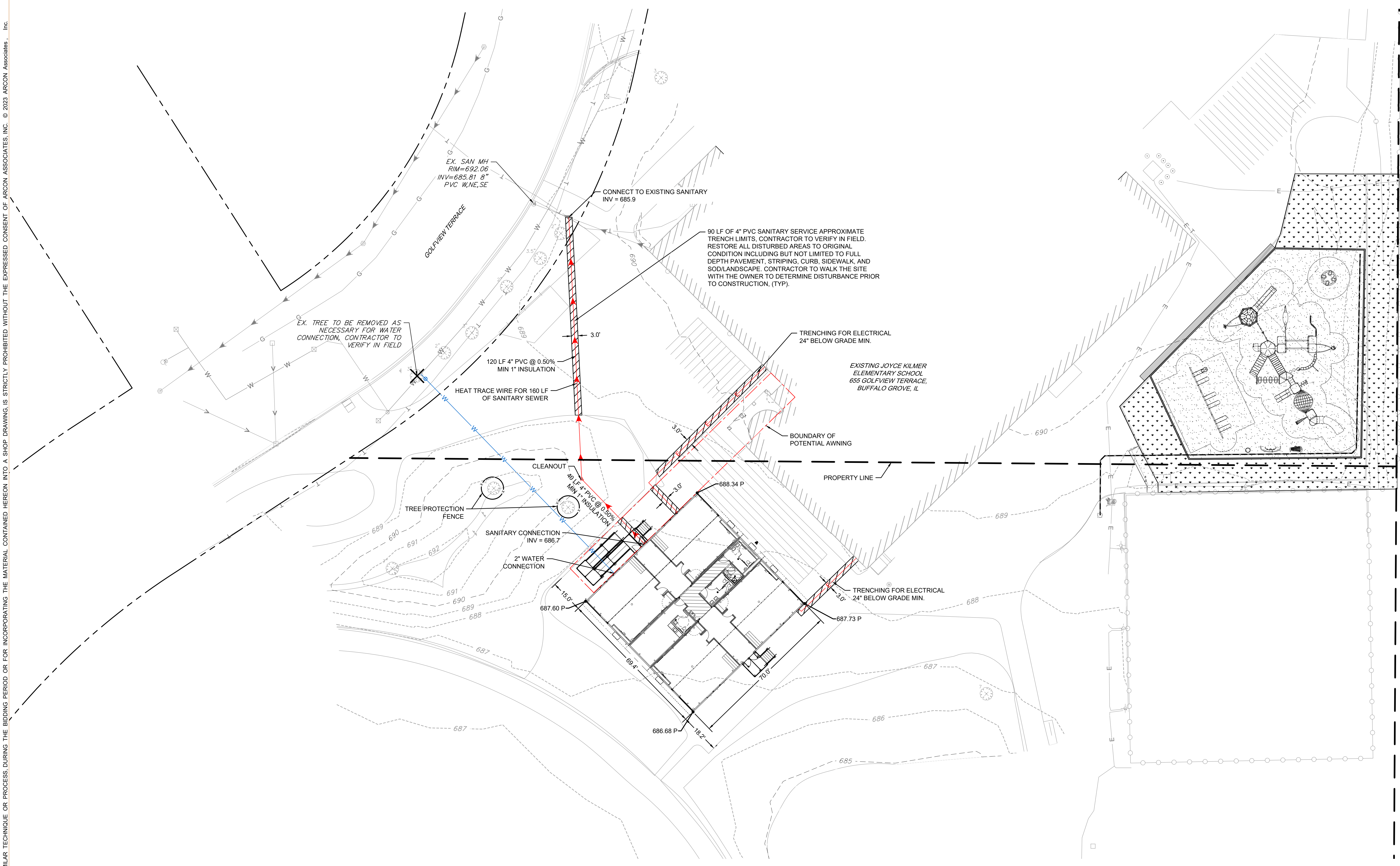
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Sheet Number

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- UTILITY LEGEND**
- PROPOSED SANITARY SEWER
 - PROPOSED SANITARY CLEANOUT
 - PROPOSED WATER LINE
 - PROPOSED WATER VALVE BOX
 - PROPOSED ELECTRIC LINE
 - EXISTING SANITARY SEWER LINE
 - EXISTING WATER LINE
 - EXISTING STORM PIPE
 - EXISTING FIRE HYDRANT
 - EXISTING WATER VALVE
 - EXISTING SANITARY MANHOLE
 - SPOT ELEVATION
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR



MOBILE CLASSROOMS
at
JOYCE KILMER
ELEMENTARY SCHOOL
655 GOLFVIEW TERRACE
BUFFALO GROVE, ILLINOIS
60089

for the
COMMUNITY
CONSOLIDATED
SCHOOL DISTRICT 21
959 W Dundee Rd,
Wheeling, IL 60090



PROGRESS DRAWING –
NOT FOR CONSTRUCTION

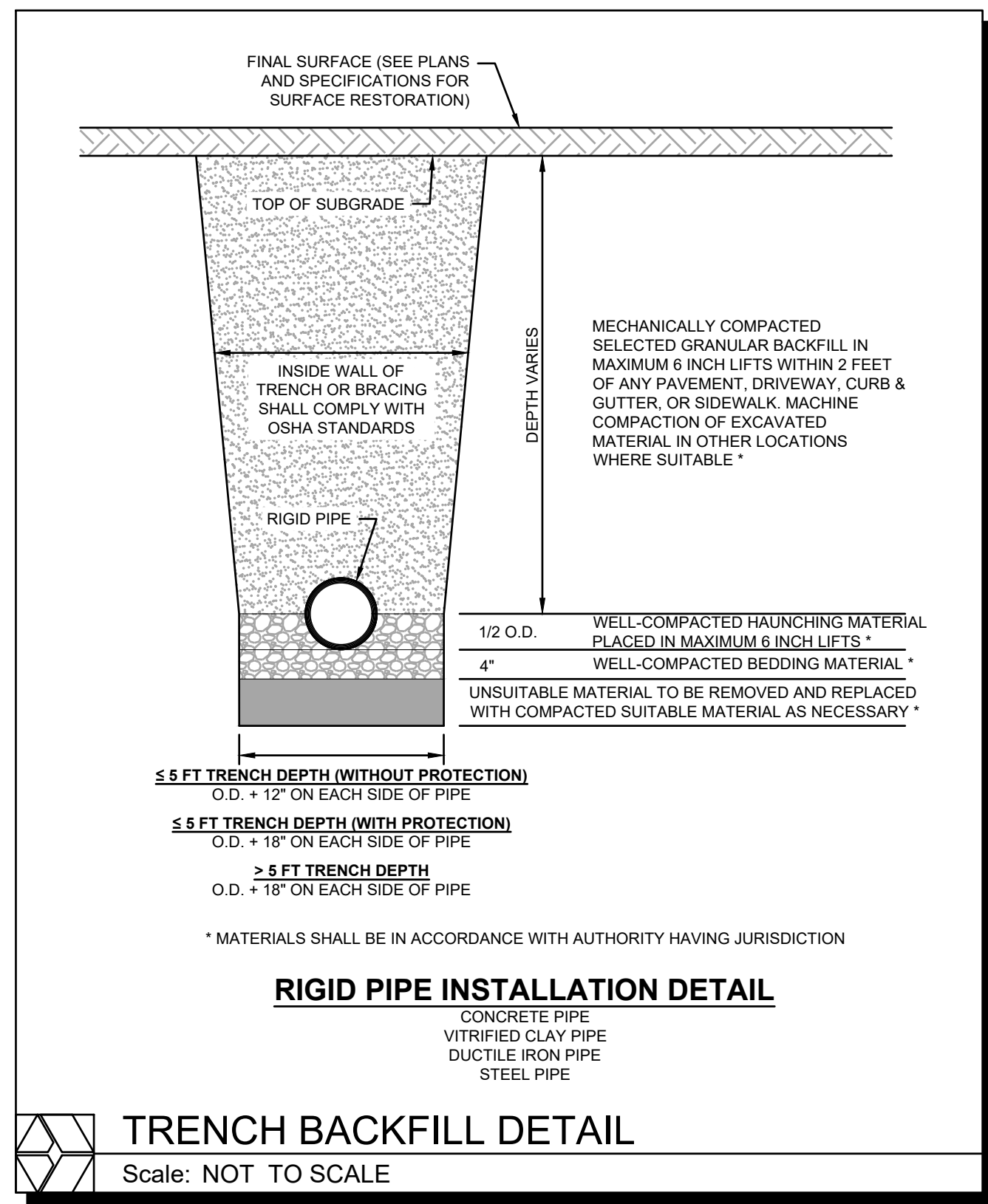
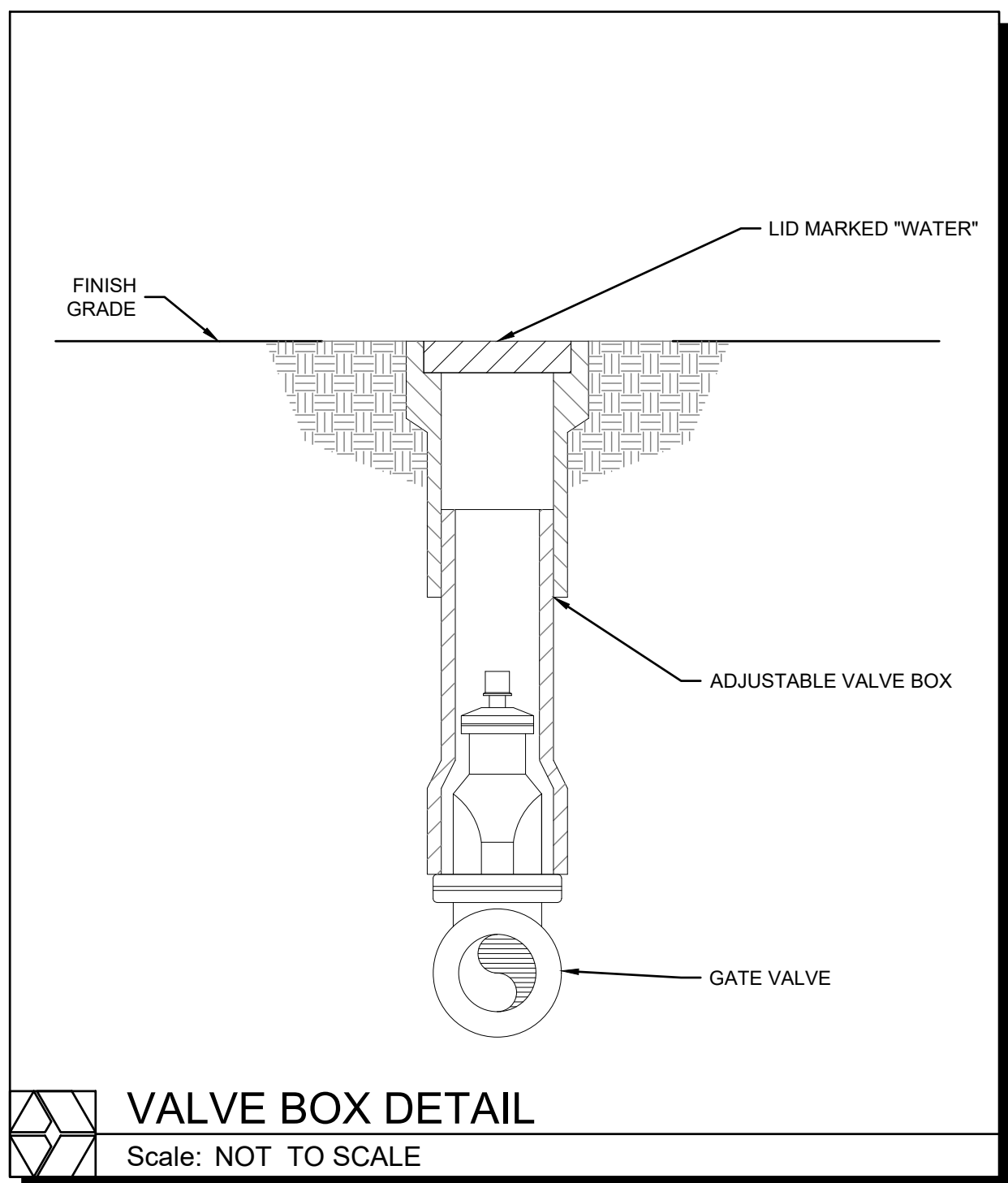
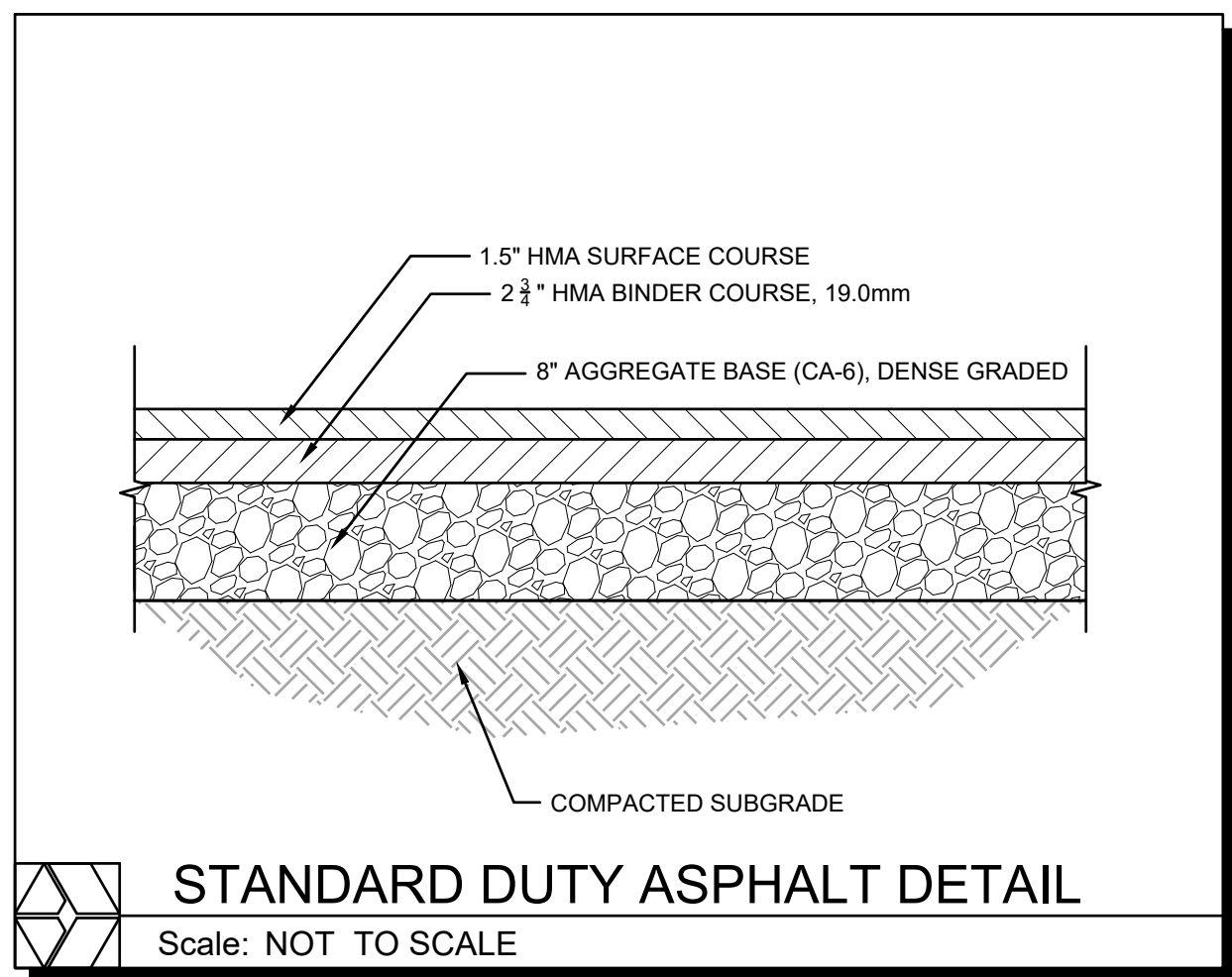
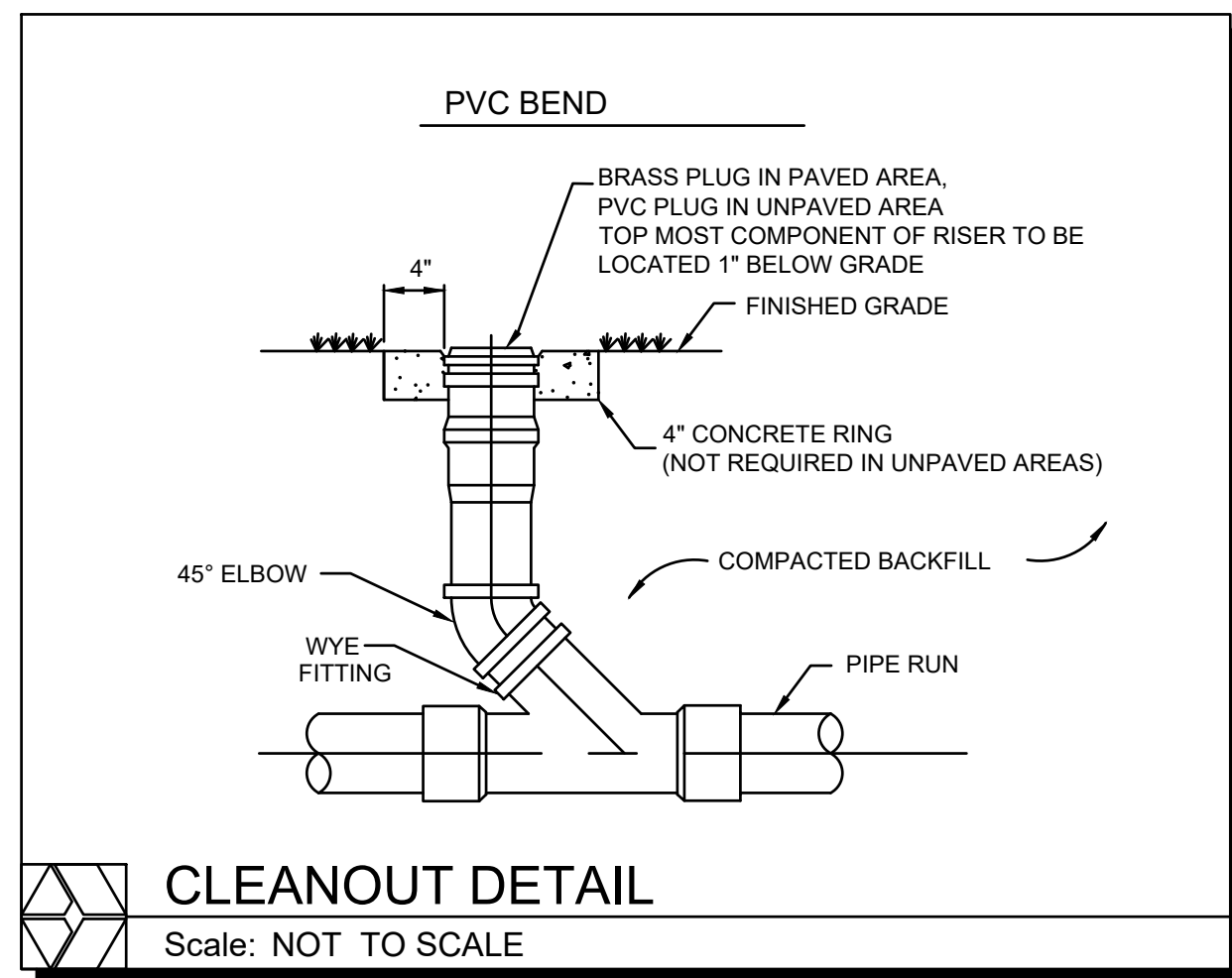
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No.	Date

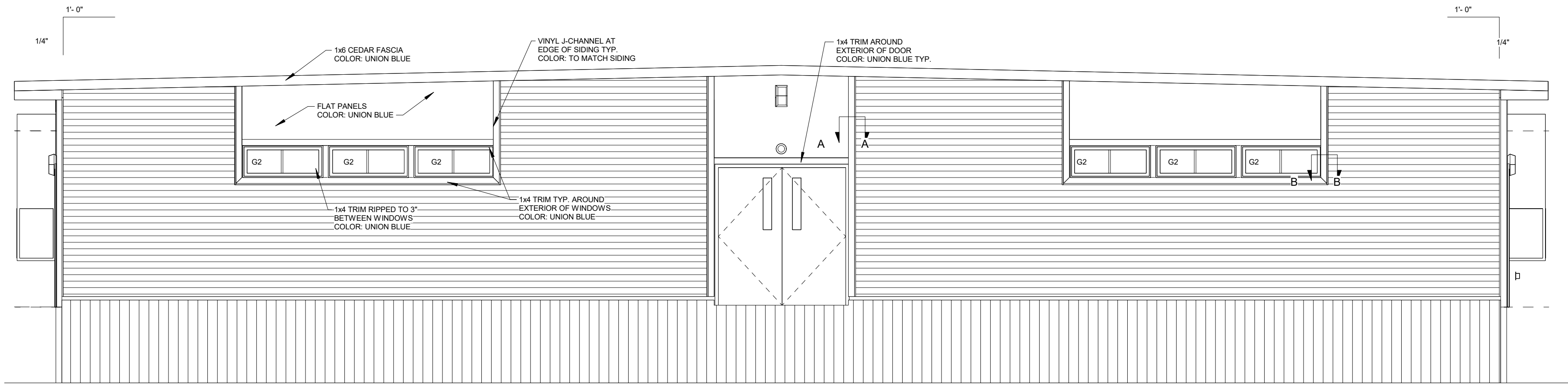
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24061
Issue Date:
MAY 10, 2024
Drawn by:
JDL
Sheet Title
SITE LAYOUT PLAN

Sketch Number/Date:

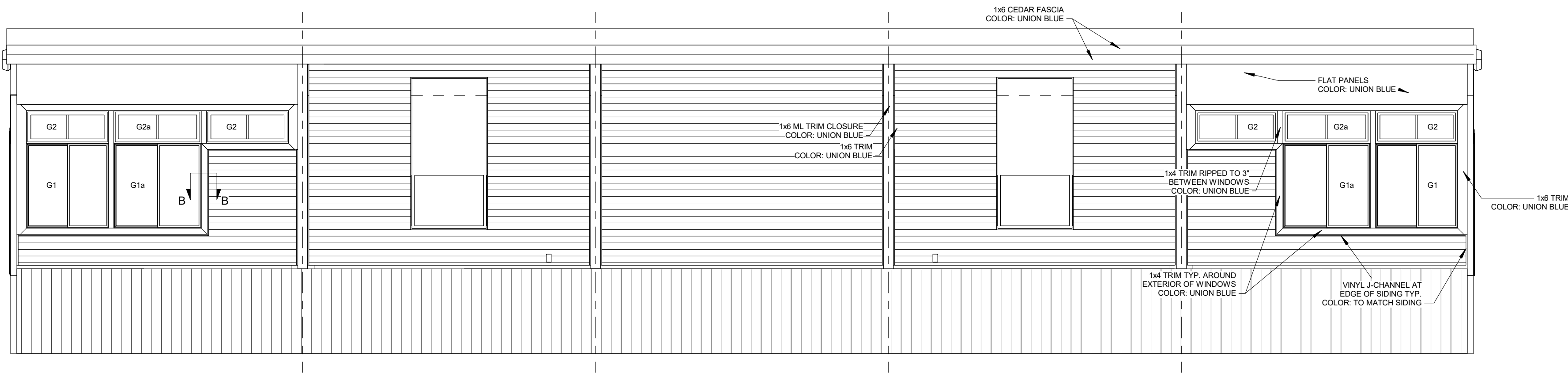
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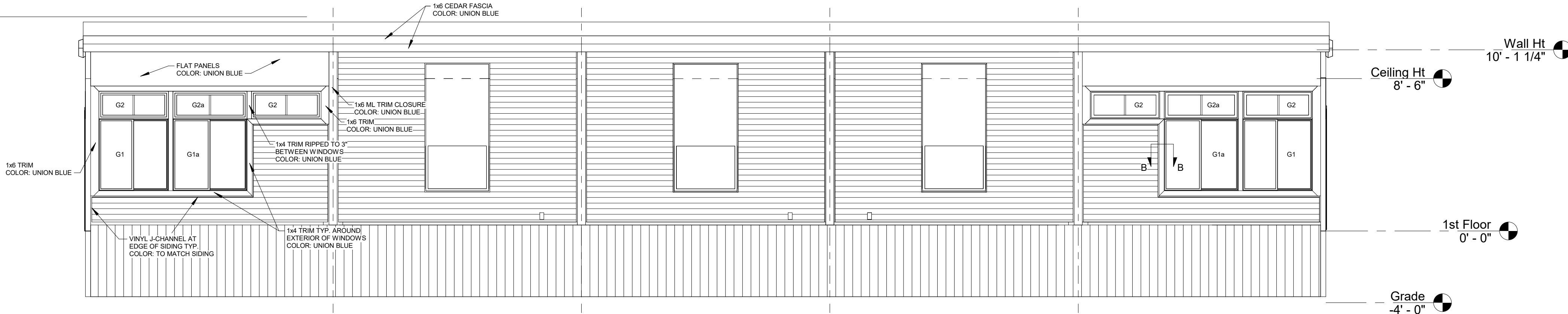




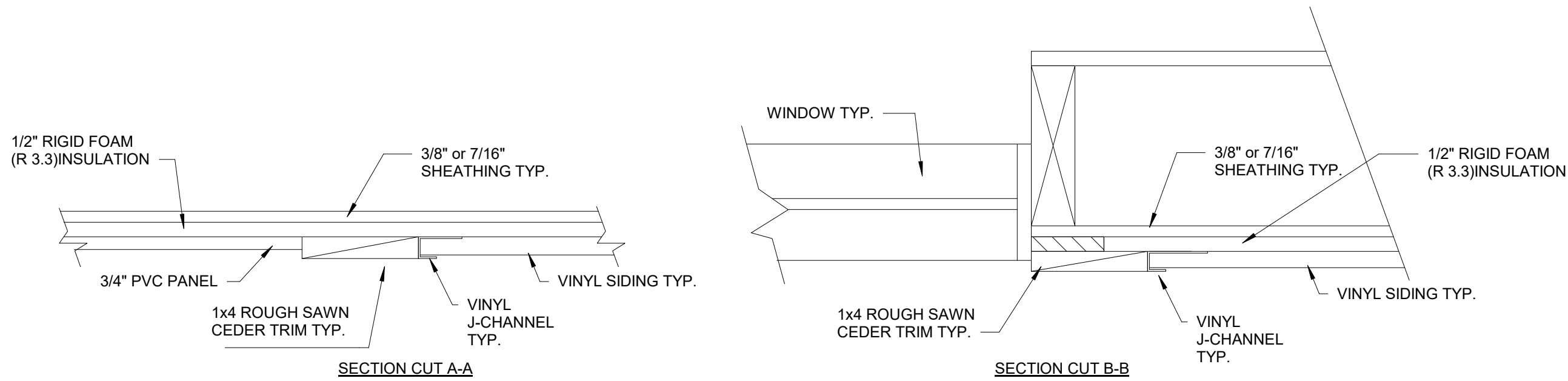
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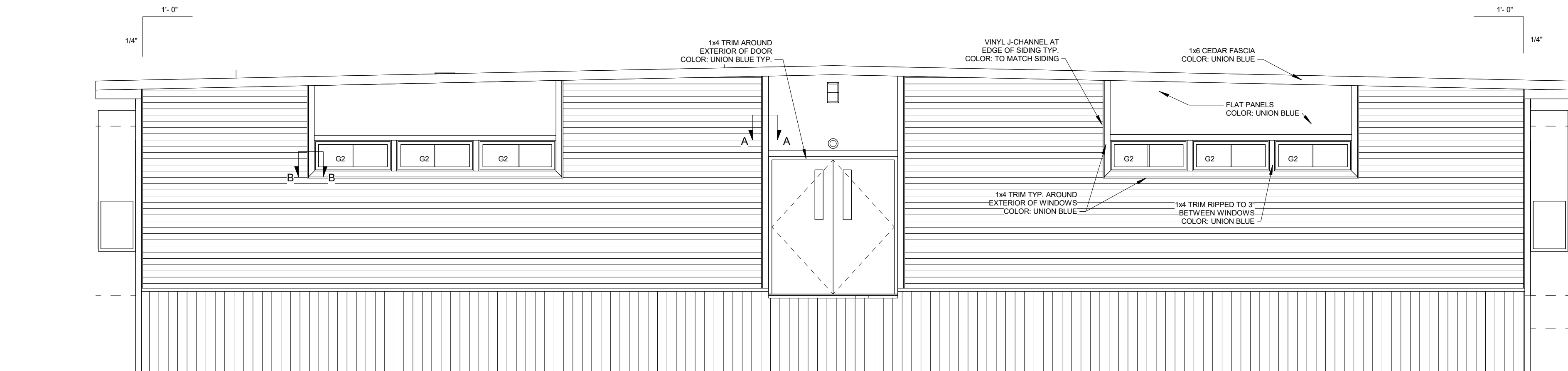
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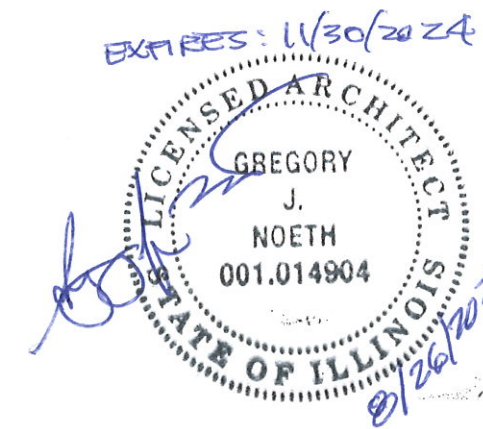
2 North Elevation
1/4" = 1'-0"



5 EXTERIOR TRIM DETAILS
3" = 1'-0"



4 West Elevation
1/4" = 1'-0"



No.	Description	Date	No.	Description	Date

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LEOLA, PA 17540
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www.whitleyman.com

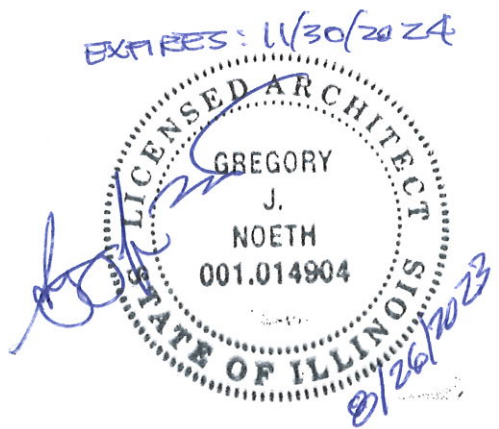
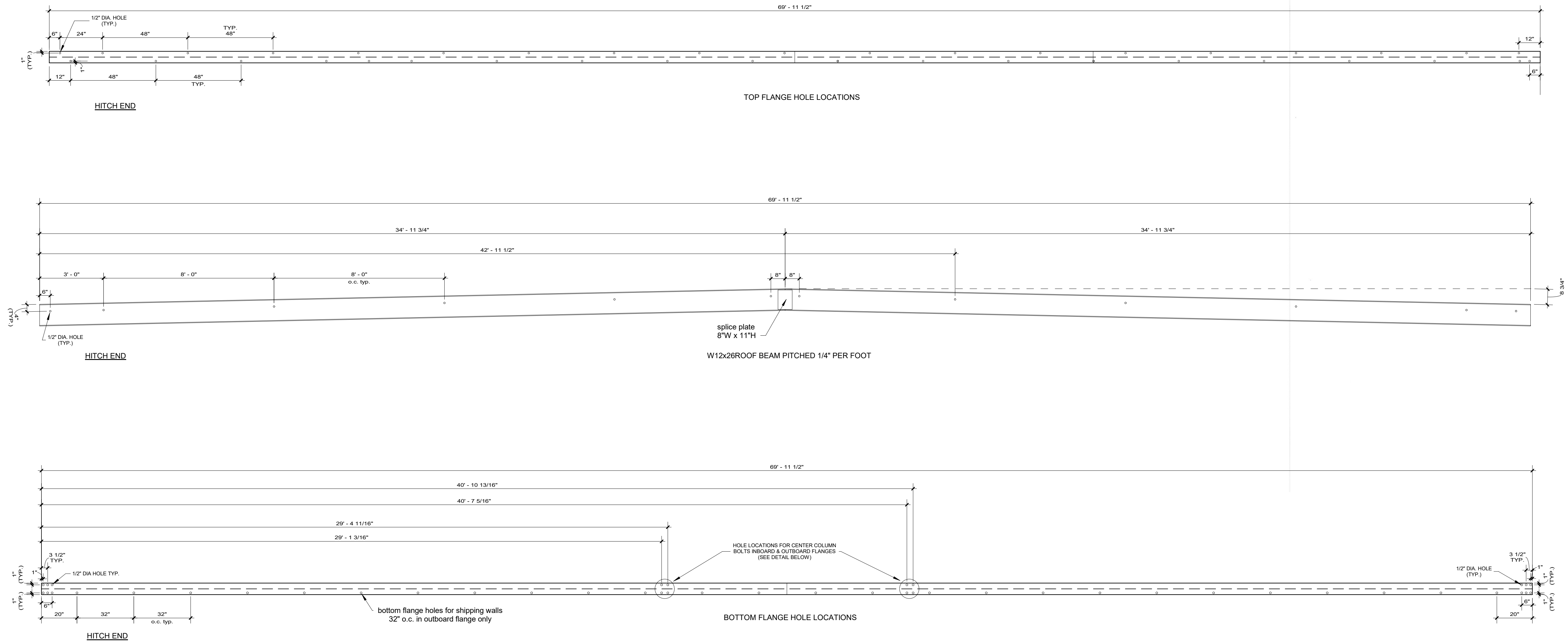
Whitley Mfg. Co., Inc.
dba: Modular Builders
2756 & 3089 E. FORT WAYNE ROAD
P.O. BOX 500
ROCHESTER, IN 46975
PHONE: 574.223.4934
www.whitleyman.com

Drawn By:
RLH
Checked By:
AP
Rev:

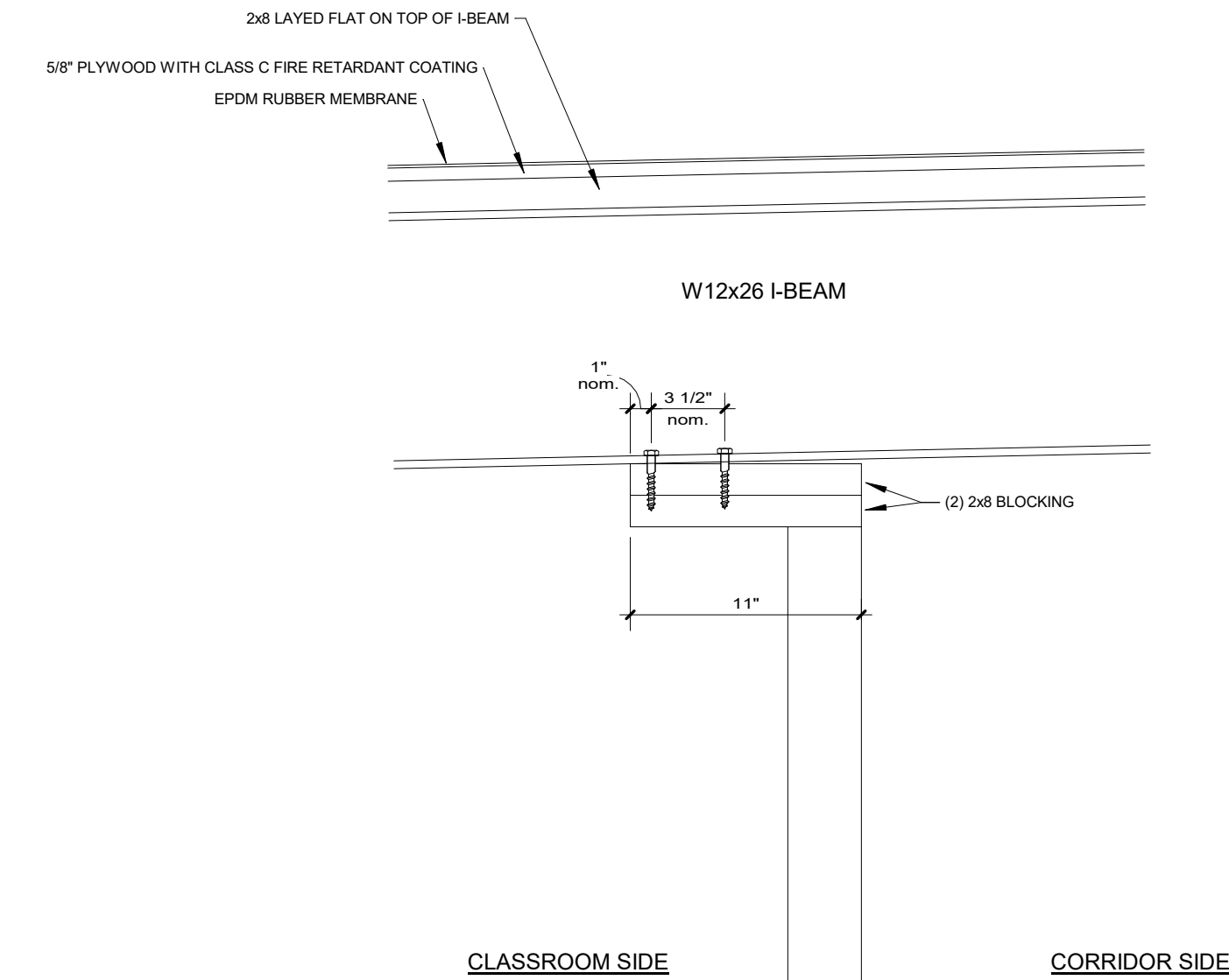
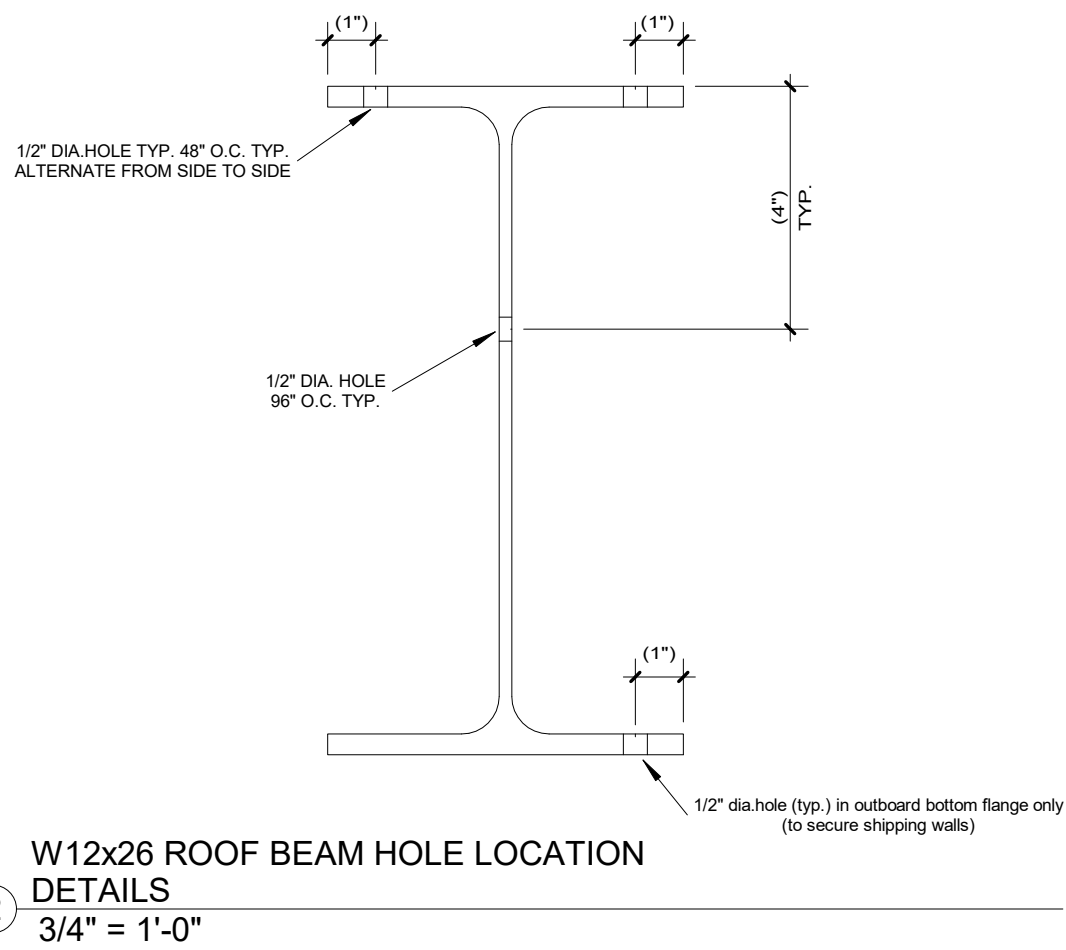
EXTERIOR ELEVATIONS

Model# 7618
(5)- 70'-0"x13'-9" Modules

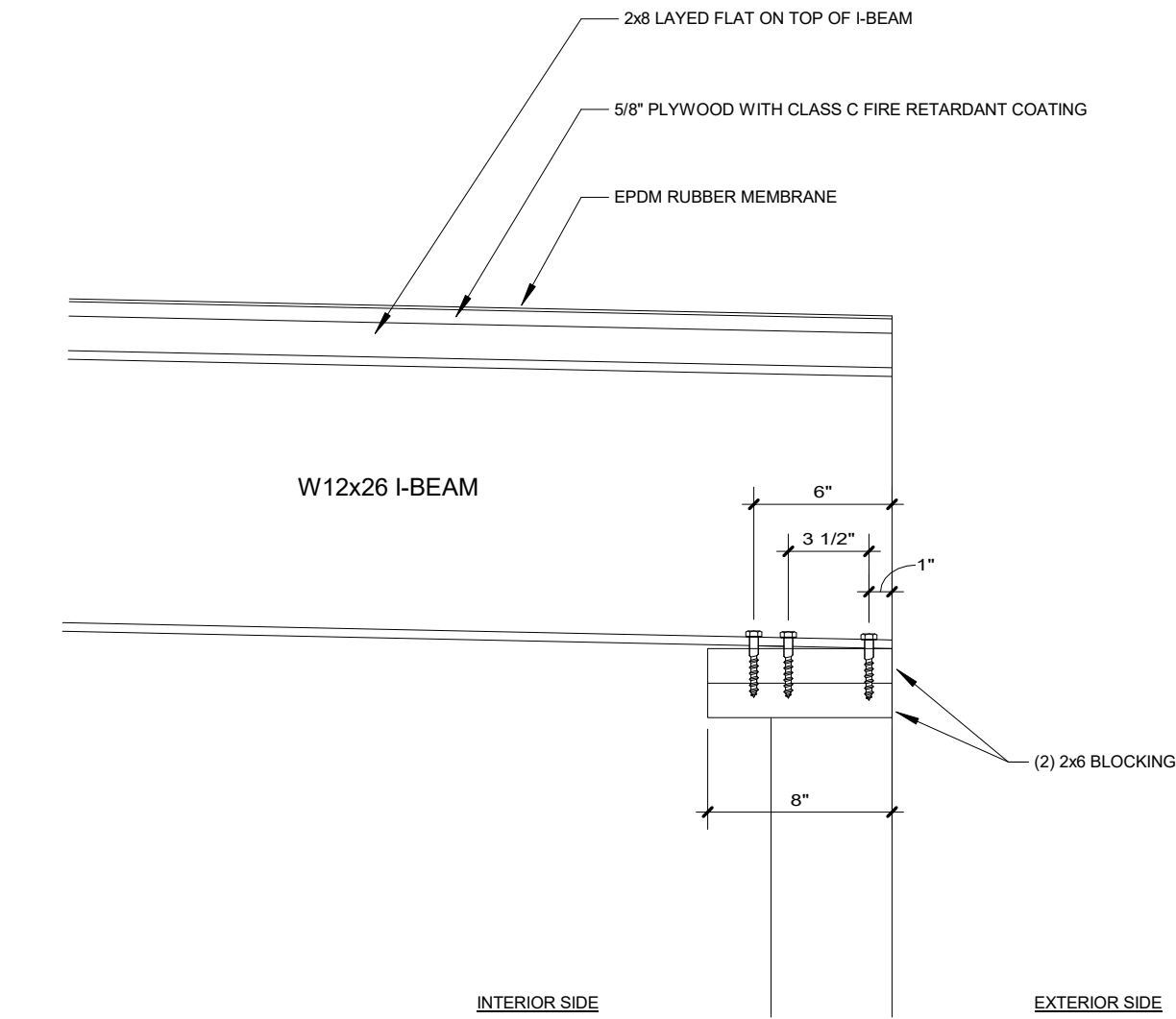
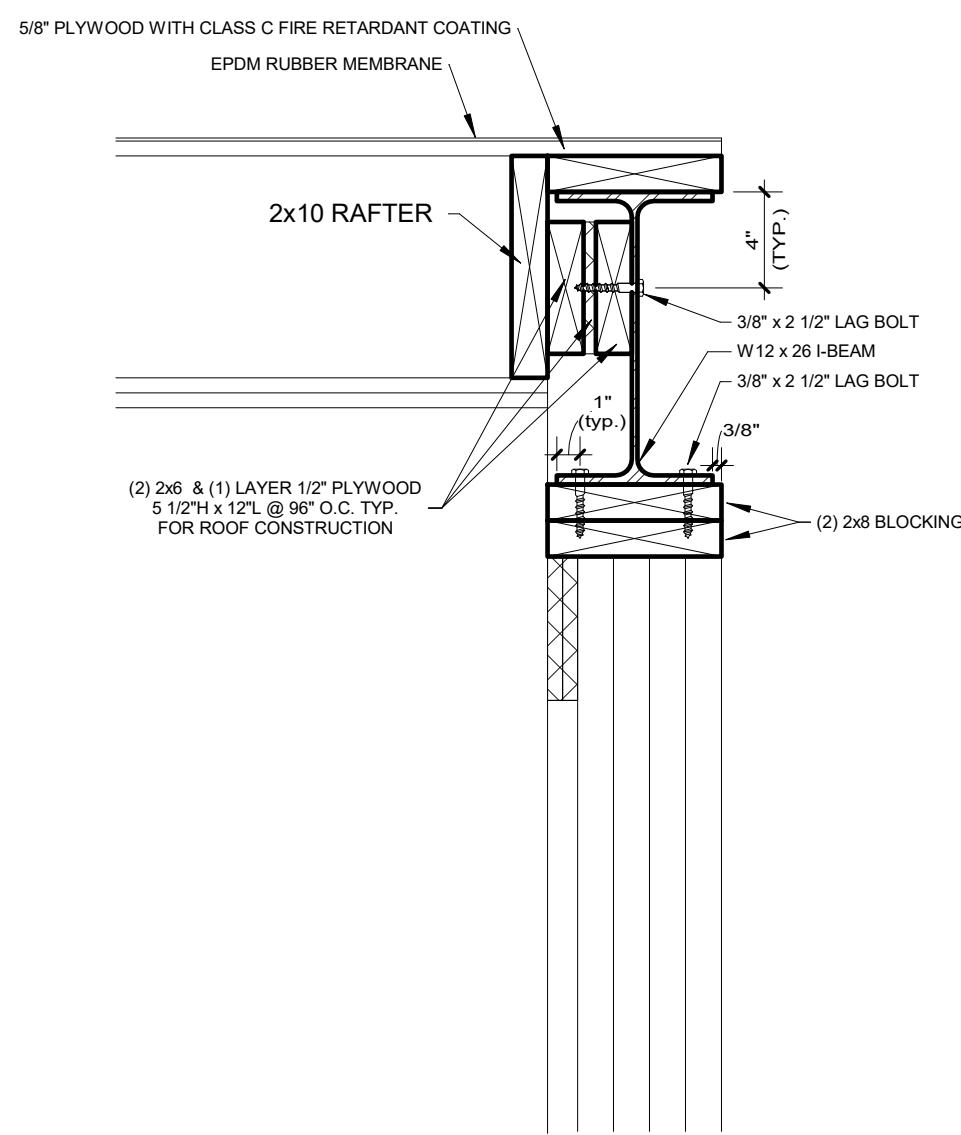
Serial No.	Date:
Quote No.	6-15-23
Model No.	As indicated
Job No.	Page No.
7618	A1.0



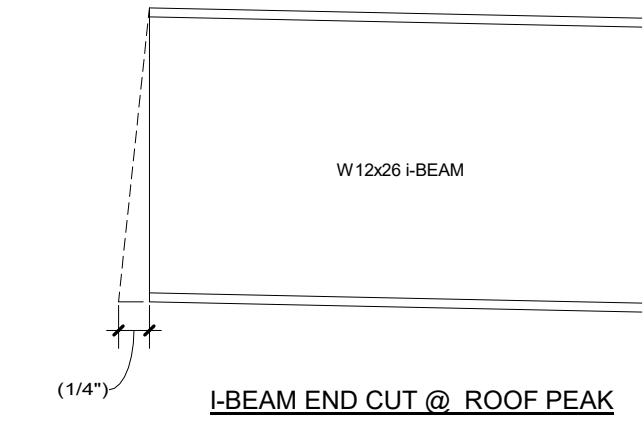
1 W12x26 ROOF BEAM DETAILS
3/8" = 1'-0"



3 CENTER COLUMN HOLE LOCATIONS
1 1/2" = 1'-0"



4 EXTERIOR COLUMN HOLE LOCATIONS
1 1/2" = 1'-0"



5 END CUT DETAIL
1 1/2" = 1'-0"

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PLANNED UNIT DEVELOPMENT STANDARDS

In addition to the special use standards, all planned unit developments shall meet the following general standards:

1. Have the minimum areas as set forth in [Section 17.16.060](#).

Response: Minimum areas have been met and are not being adjusted.

2. The uses permitted in such development are not of such a nature or so located as to exercise an undue detrimental influence or effect upon the surrounding neighborhood;

Response: The building will not have a detrimental influence on the surrounding neighborhood. The building will be placed on top of existing asphalt and not create any new impervious area and will only be occupied during school hours.

3. The plan effectively treats the developmental possibilities of the subject property, making appropriate provisions for the preservation of streams, wooded areas, scenic views, floodplain areas, and similar physical features;

Response: The building will be placed on top of existing asphalt and will not disturb any streams, wooded areas, floodplain areas, or other physical features. Once the building is removed, the site will be restored to its original condition, or better.

4. All requirements pertaining to commercial, residential, institutional or other uses established in the planned unit development conform to the requirements for each individual classification as established elsewhere in this Title, except as may be specifically varied for the proper planning of the planned unit development;

Response: All requirements are being met within the planned unit development. The only proposed variance is regarding a setback from the northern property line.

5. The Planning and Zoning Commission shall determine that the area and width of the lot shall be sufficient for the proposed use, and that the development of the property in the proposed manner creates no outlots which will be difficult to develop in an appropriate manner.

Response: The development of the property will not create any outlots and the building is not a permanent structure so the lot will be returned to its original condition.



During your testimony at the Public Hearing, you need to testify and present your case for the Special Use being requested. In doing so, you need to address the six (6) Special Use Standards listed below:

SPECIAL USE STANDARDS

1. The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
Response: The building will not have a detrimental influence on the surrounding neighborhood. The building will be placed on top of existing asphalt and not create any new impervious area and will only be occupied during school hours.
2. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with said special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it shall be such that it will be in harmony with the appropriate, orderly development of the district in which it is located;
Response: The building will be in harmony with the district in which it is located in regards to appearance and function.
3. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair other property valuations with the neighborhood;
Response: The building will not negatively impact the enjoyment of the property or impair property valuations within the neighborhood. The building will be removed and the site restored to its original condition after a period of 2-3 years.
4. The nature, location and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder or discourage the development and use of adjacent land and buildings in accord with the zoning district within which they lie;
Response: The nature, location, and size on the building will not hinder the development of the surrounding area. The building footprint is minimized and it is not a permanent structure.
5. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;
Response: The building will provide all necessary utilities and not require access roads or any other facilities.
6. Parking areas shall be of adequate size for the particular special use, which areas shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and from these parking areas shall be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets.
Response: No parking areas are proposed on the site.

During your testimony at the Public Hearing, you need to testify and present your case for the variance being requested. During your testimony, you need to address the three (3) Variation Standards listed below:

Criteria for Zoning Variation.

- A. The regulations of this Title shall not be varied unless findings of fact are made based upon evidence presented at the hearing that:
1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the zoning district in which it is located except in the case of residential zoning districts;

Response:

Variance 1 and 2: Awning at 0' setback, crossing over property line and temporary classrooms at 14.4' setback

- The awning will be used for student safety as it allows students and teachers to be shielded from weather such as rain or snow when traveling in between the modular classrooms and the main building of Joyce Kilmer Elementary School. The lack of an awning would negatively affect the students and teachers at Joyce Kilmer Elementary School, especially those who will be using the modular classrooms frequently.

Variance 3: Existing building at 0' setback

2. The plight of the owner is due to unique circumstances;

Response:

Variance 1 and 2:

- The modular classrooms are needed to relieve a temporary classroom shortage for the 2024-25, 2025-26, and 2026-27 school years. After a period of three years, the modular classrooms and awning will be removed as School District 21 reallocates classroom space.

Variance 3: The existing building was built over the property line and is within existing easements.

3. The proposed variations will not alter the essential character of the neighborhood

Response:

The awning structure and temporary classrooms will have minimal impact on the surrounding neighborhood and will allow for students who need classrooms to have a place to go. Classrooms and awnings will be removed after a period of three years.

**INTERGOVERNMENTAL AGREEMENT BETWEEN COMMUNITY
CONSOLIDATED SCHOOL DISTRICT NO. 21 AND BUFFALO GROVE PARK
DISTRICT REGARDING JOYCE KILMER SCHOOL**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the date that the last of the Parties signs this Agreement (the "Effective Date"), and is between and among BOARD OF EDUCATION, COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 21, Cook County, Illinois (the "School District") and BOARD OF COMMISSIONERS, BUFFALO GROVE PARK DISTRICT, Cook and Lake Counties, Illinois (the "Park District"). Collectively, the School District and the Park District, are the "Parties".

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

SECTION 1. RECITALS.

A. The School District is an Illinois public school district organized pursuant to the Illinois School Code, 105 ILCS 5/1-1 *et seq.*

B. The Park District is an Illinois park and recreational district organized pursuant to the Illinois Park District Code, 70 ILCS 1205/1-1 *et seq.*

C. The School District operates the Joyce Kilmer School located at 655 Golfview Drive in Buffalo Grove (the "Kilmer School") which is situated primarily on Cook County tax parcel 03-04-300-007-0000 owned by the School District. A portion of the Kilmer School at the south end of the building consisting of +/-5,852 square feet extends on to Cook County tax parcel 03-04-300-008-0000 which is owned by the Park District. A site layout plan depicting the campus of the Kilmer School and the position of the school building across the two tax parcels is attached hereto as Exhibit A.

D. On October 16, 1997, the Park District granted a perpetual easement to the School District for the portion of Kilmer School extending onto the Park District's property with such easement recorded in the Office of the Cook County Recorder of Deeds as Document No. 97795729.

E. In addition to the portion of Kilmer School located on the Park District's property, the Kilmer School includes a basketball court area and other open space adjacent to the Kilmer School. Since the Kilmer School was constructed in 1995, the School District has maintained those areas of the Kilmer School campus at its expense even though the improvements are situated on Park District land.

F. In recent years, enrollment at the Kilmer School has grown to the point that the School District requires the installation of mobile classrooms to accommodate this increased student enrollment.

G. To provide access to necessary utilities and situate the mobile classrooms in close proximity to the Kilmer School, the most cost-effective, practical, and safe location for the mobile classrooms is on the basketball court area directly south of the Kilmer School. The School District will install and maintain the mobile classrooms at its sole cost and expense. A depiction of the mobile classrooms on the basketball court is attached hereto as Exhibit B.

H. It is the expectation of the Parties that the use of mobile classrooms will be a temporary solution to increased student enrollment and that the mobile classrooms will be removed within five (5) years of the Effective Date.

I. The Parties further agree that it may be in their mutual best interests to explore a conveyance to the School District of that portion of the Park District's property improved with and maintained by the School District for the Kilmer School.

J. The Parties now desire to enter into this Agreement to memorialize their mutual agreement and understanding, and to set forth their rights and responsibilities regarding the installation of mobile classrooms at the Kilmer School.

SECTION 2. INCORPORATION OF RECITALS.

The Parties agree that all recitals set forth above are correct and are fully incorporated into this Agreement.

SECTION 3. INSTALLATION OF MOBILE CLASSROOMS.

A. The School District, at its sole expense, will apply to the Village of Buffalo Grove (the "Village") for necessary approvals and permits to allow for the installation of the mobile classrooms. The Park District agrees to cooperate with the School District in following the Village's approval process, including signing any applications or permit-related documents reasonably necessary to secure Village approvals.

B. Following the issuance of required approvals and permits from the Village, the School District, at its sole expense, shall install, complete all utility connections, and operate the mobile classrooms. The School District shall employ best practices for the installation and will repair or restore any areas of Park District property temporarily disturbed during such installation.

C. To the extent required, the School District shall seek and obtain approval by the North Cook Intermediate Service Center for the use of the mobile classrooms.

D. At such time as the mobile classrooms are no longer needed, the School District shall remove them and restore the basketball court area to the condition in effect prior to the installation.

SECTION 4. TERM; REMEDIES.

A. **Term and Termination.** The term of this Agreement will commence on the Effective Date. This Agreement may be terminated by either Party by providing written notice with no less than 360-days' advanced notice of such termination. The Agreement may also be

terminated by the mutual written agreement of the Parties. In addition to the foregoing, this Agreement may be terminated for cause by any Party. For purposes of this Agreement, "cause" is defined as a Party's material failure to perform its duties under this Agreement. The terminating Party must provide sixty (60) days prior written notice setting forth the nature of the breach or material failure to perform under this Agreement to the other party in the event of a termination for cause. The non-terminating Party will have a 60-day period, running from the date of delivery of such written notice, in which to cure the material failure identified in the notice.

B. Remedies. In addition to the right to terminate under Section 4.A above, a non-defaulting Party will be entitled to exercise all remedies available at law or in equity with respect to any default under this Agreement, including without limitation, specific performance of the terms of this Agreement. In the event of enforcement of this Agreement pursuant to litigation, the prevailing Party will be entitled to recover reasonable attorneys' fees and costs incurred in enforcement of the terms of this Agreement. Notwithstanding the foregoing, a non-defaulting Party will be entitled to recover only its actual, direct damages, plus costs and expenses of enforcement. All rights to consequential, punitive, or exemplary damages are expressly waived by each Party. Each Party hereby expressly waives any right to trial by jury.

SECTION 5. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) deposit in the United States Registered Mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 8.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

To School District:	Community Consolidated School District No. 21 959 Dundee Rd. Wheeling, IL 60090 Attn.: Asst. Supr. for Finance & Operations
---------------------	--

To Park District:	Buffalo Grove Park District Alcott Center 530 Bernard Dr. Buffalo Grove, IL 60089 Attn.: Executive Director
-------------------	---

B. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this Agreement.

C. Governing Law. This Agreement is to be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

D. Insurance. The Parties will, each at their sole cost and expense, procure and maintain during the life of the Agreement the following insurance coverages and minimum policy limits: **[CONFIRM COVERAGE WITH DISTRICT'S INSURANCE BROKER]**

General Comprehensive Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, death, and property damage with sexual abuse endorsement. Minimum general aggregate shall be no less than \$2,000,000.

Public Liability: \$1,000,000 combined single limit per occurrence. Minimum general aggregate shall be no less than \$1,000,000.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

Workers' Compensation: Workers' Compensation insurance shall at least be the minimum as specified by statutes of the State of Illinois.

Employer's Liability: \$1,000,000 per incident

Excess Liability: \$5,000,000 per occurrence and in the aggregate.

E. Amendments and Modifications. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by each of the Parties in accordance with all applicable statutory procedures.

F. Third Party Beneficiary. There are no third-party beneficiaries under this Agreement.

G. Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT 4-29-2024

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ATTEST:

**BOARD OF EDUCATION,
COMMUNITY CONSOLIDATED
DISTRICT NO. 21**

Its: _____
Board Secretary

By: _____
Board President

Dated: _____

ATTEST:

**BOARD OF COMMISSIONERS,
BUFFALO GROVE PARK DISTRICT**

Its: _____
Board Secretary

By: _____
Board President

Dated: _____

Attachment: Exhibit B Plan Set (O-2024-68 : Ordinance Approving a Planned Development Amendment for Kilmer School)

06/5/2024

**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, JUNE 5, 2024**

Call to Order

The meeting was called to order at 7:43 PM by Chair Mitchell Weinstein

Public Hearings/Items For Consideration

1. Consideration of Petition to the Village of Buffalo Grove for Approval of an Amendment to the Planned Unit Development and Preliminary Plan for Joyce Kilmer School and Park, with Variations from the R-5 One Family Dwelling District Requirements Related to Setbacks, to Accommodate a Temporary Awning and Modular Classroom on the Subject Properties, and to Allow a Portion of the Existing School Building to Encroach on the Park Property at 655 Golfview Terrace. (Trustee Weidenfeld) (Staff Contact: Kelly Purvis)

Deputy Director Purvis, provided a background on the subject property and the request.

Claudia Welp, the petitioner from CAGE Engineering, provided a background on the subject property and request.

Com. Moodhe asked about the timeline of the project.

Welp stated that the school district is going to review the number of students coming in and take some time to get a permanent solution for the influx of students so that the trailers are not out there for more than 2 to 3 years.

Com. Moodhe asked about what if the school is not ready to move the modular buildings after 2-3 years.

Welp stated that if the School District would need the modular buildings more than 2-3 years, then they would have to come back for an extension of their approval through a public hearing process.

Com. Moodhe asked if the modular buildings could be moved closer to not need the awning.

Welp stated that they tried to place it in a way that works for the location of the classrooms and also provides an accessible ramp. They were trying to ensure that it is placed in the best way to work with the elevation for grade utility connections. All of these factors were taken into consideration when they selected the location.

Com. Moodhe asked about the raised modular building.

Welp stated that the modular buildings are raised for utility connections and the buildings have a switch back ADA ramp.

Chairperson Weinstein asked about the security and safety plan for the modular buildings.

Micheal DeBartolo, Assistant Superintendent for School District 21, stated that the new buildings will have the same perimeter and interior security features as regular school buildings. They will have badge access to the two doors, cameras covering all four sides of the perimeter for a 360-degree view of the building, and fire and burglar alarms. The

06/5/2024

school has decided to place the fifth grade into the modular classrooms, which will limit foot traffic back and forth.

Weinstein asked who maintains the blacktop.

DeBartolo stated that the school district maintains the blacktop.

Saxena asked if during lunch breaks and PE class, students are going back and forth from the modular buildings.

DeBartolo confirmed and stated that the children are outside all day long for recess or lunch. We are familiar with securing the school's perimeter during lunch and recess, and we have supervisors outside with the students before and after school. We already have a daily security check with students, so knowing that there is a separate building 35 feet away doesn't change anything in our minds, except for ramping up security.

Saxena asked if the school encourages kids to move within the rest of the park and baseball field.

DeBartolo stated that the school utilizes all of the outside space including the tennis courts and baseball track.

Com. Worlikar asked that with the modular building on the existing basketball courts, will the basketball rims be removed?

DeBartolo stated they would remove the basketball rims and that there would be no outdoor basketball programming, only indoor basketball. A new playground will be installed this summer, which will enhance the area.

Com. Worlikar asked if there will be anything different about these modular classrooms compared to a typical classroom.

DeBartolo stated that there will be no difference, including classroom size, and will also have new furniture.

Chairperson Weinstein asked if they would like to supplement anything else that was submitted regarding the variation standards.

Welp confirmed nothing is to be added.

Com Moodhe asked if there would be any changes to the existing parking lot.

DeBartolo stated that no changes are required for the modular classrooms. He mentioned that they have already reviewed three of their parking lots in the past year and there are more to come. He noted they have a contract with an engineering firm that handles traffic control, and Kilmer is on the list.

Com. Moodhe asked if they have any issues with the cooperation with the Park District.

DeBartolo stated that the School District has had great cooperation from the Buffalo Grove Park District as well as the Village of Buffalo Grove.

Com. Moodhe asked if there will be any fiscal issues with meeting the timeframe to find a more permanent solution.

DeBartolo stated not at all as they have started to look at different options for how they increase space not only at one school but all schools and programming for each school.

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Com. Moodhe asked if the trailers would need to stay in place if there was a more permanent solution.

DeBartolo confirmed that they would not need to stay in place and the modular classrooms would be removed. He stated in 2023 they started with 472 students, and ended in 2023 with 510 students. He said they began the school year last year with 540 students and ended with 585 students. He stated that the school is a destination area and the class sizes and programming took off.

Com. Moodhe asked if the future solution includes two-story.

DeBartolo stated that Kilmer is a challenge with the two sides that don't connect and have limited area to add new classroom space and adding certain additions could cause the school to close for up to a full year.

Com. Saxena confirmed that they are looking to have the classrooms up for two years and a third year as a contingency.

DeBartolo confirmed.

Com. Saxena asked that since the basketball rims are being removed, will there be any requirements.

Purvis stated there is no requirements to replace the existing basketball courts once they are removed.

Com. Worlikar asked if the school district would need anything else from this body to help the school district with this kind of growth or expansion problem.

DeBartolo stated that they are looking for funding and other types of programs to help with their expansion challenges and might have to talk with the Village as far as buying land from the Village if any becomes available.

A Buffalo Grove Resident stated that he doesn't understand spending all this money and infringing on the park district. He suggested that the school should use Alcott Center instead.

DeBartolo stated that Alcott Center has not been in discussion, and changes to the Alcott might outweigh the cost of the modular buildings.

Michelle Dicristo, 764 Golfview Terrace, expressed her concern about the project's timeline. She said the park is being used so much more now, with kids playing basketball and playing in it after school hours. She and her neighbors would just like the park to be used as a park and would like the project to move along as quickly as possible.

Vice Chairperson Richards made a motion to recommend approval of an Amendment to the Planned Unit Development and Preliminary Plan for Joyce Kilmer School and Park, with Variations from the R-5 One Family Dwelling District requirements related to setbacks, to accommodate a temporary awning and modular classroom on the subject properties, and to allow a portion of the existing school building to encroach onto the park property located at 655 Golfview Terrace, subject to the conditions listed in the staff report.

Com Moodhe seconded.

Chairperson Weinstein stated that the request is for zoning relief because the building has been encroaching on the park property. He stated that whether there is justification

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to amend the planned unit development and if setback variations are warranted. It seems like the proposal is for a temporary solution to address the need for an expanded number of students within the school and the school has found alternative places to play basketball and use the park property. It's worth noting that the school has been maintaining this property and using it. He stated that he believes the criteria for the proposal have been met.

Com Moodhe mentioned that the schools in District 21 in Buffalo Grove are experiencing an increase in enrollment. He liked that the proposed solution is time-bound. Even if they need more time to come up with a permanent solution, they will have to return to the Village for approval. He stated that the permanent solution won't involve tax increases. He also commented on the increased usage of the park, expressing concern about the playground and basketball court if the issue persists.

Vice-Chairperson Richards mentioned that he frequently passes by the school and park and that his first child attended Kilmer. He expressed his appreciation for the park being utilized, as it bothers him to see a beautiful baseball field go unused. He generally supports the proposal but raised concerns about the relatively short timeframe of three years. He pointed out that planning and design will take two years, leaving a decision between permanency or an extension. He anticipates the need for further discussion within a couple of years due to the time required to construct a facility. While he sees the benefits of keeping students together as the community grows, he worries about the timing.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Moodhe, Weinstein, Richards, Worlikar, Saxena
ABSENT:	Marc Spunt, Amy Au, Jason Davis

2. Consideration of a Petition to the Village of Buffalo Grove for an Amendment to the Residential PUD, Final Plat of Subdivision, and Preliminary Plan Approved by Ordinance No. 2023-106 to Allow Changes to the Approved Plans for a 41-Unit Townhome Development on the Subject Properties at 22771-22825 N. Prairie Road. (Trustee Weidenfeld) (Staff Contact: Kelly Purvis)

Purvis provided a background on the subject property and the request.

Daniel Shapiro, 570 Lake Cook Road, Deerfield, IL representing the petitioner, was sworn in and gave an overview of the project and the request.

Vice-Chairperson Richards asked if there are any changes to the variations or setbacks that were approved from last time.

Purvis stated no and that there are no changes in variances from what were originally granted.

Vice-Chairperson Richards stated that at the original approval meeting, the generation of the school children from the proposed development was the biggest discussion. Asked if they have heard back from School District 125 and 103 since reaching out to them and if we are presuming they are fine with the proposal.

Mr. Shapiro confirmed that they have not heard back from either districts and is presuming that they have no objections.

Vice Chairperson Richards mentioned that they would like the developer to have a more active conversation between the property owner and the school district to ensure that

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everyone is working on the same page. He asked if there had been any direct interaction with the school districts.

Mr. Shaprio stated that he had no interaction with the school districts. He stated that this is a public hearing and the school districts were notified but not aware of any less formal engagement that he is referring to.

Com. Moodhe asked if there has been any movement to include parcel 2.

Mr. Shaprio stated that parcel 2 is not for sale

Com. Moodhe asked if there is going to be a limit on the 4-bedroom units.

Mr. Shaprio stated that they are open to it and would consider it, but would like it to be a preference stating that they would like to sell these units by responding to the market with flexibility.

Com. Moodhe asked why sales vs rental and asked what they are seeing in the market that has suddenly changed this proposal in the past year.

Ram Prashanta, Projades, LLC, 33 W Higgins Rd, South Barrington, IL, stated that they look at every product in a different way and he stated that location here is best suited for sale compared to rent.

Com. Moodhe stated that the last three projects that they have seen have been rental projects and asked what makes this project different.

Mr. Prashanta stated that with interest rates going up and price points, it's hard to have a rental property and cap rate will be low with such high value homes if they were rental housing.

Com. Moodhe asked if having townhomes along the railroad track priced around 500K seems to work.

Mr. Prashanta stated that the biggest draw is the schools' location and easy transportation in the area.

Com. Moodhe stated that the schools seem to be maxed out at Stevenson and District 102 and has some serious concerns regarding the number of school children generated, and the numbers don't add up with the addition of a 4th bedroom.

Mr. Prashanta stated that a lot of families will have senior citizens, and the addition of the fourth bedroom in the basement is a big draw.

Com. Moodhe asked if he sees the market and the proposed development being for the extended family types, which will include more students.

Chairperson Weinstein asked if the additional bedroom or occupancy added going to generate more cars or traffic.

Mr. Shaprio stated that he does not expect that it will, as no traffic study was done since the original proposal. But stated that the 4th bedroom being added to the development would marginally increase traffic.

Com. Worlikar asked if the petitioner could explain how the student count is calculated and how adding a fourth bedroom affects the student count. Also, clarify which parameters are used, considering that the school district is a draw, and explain which factor accounts for that in the calculation.

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Jonathan Perman from the Perman Group at 1904 W Newport Ave, Chicago, IL provided an overview of the student calculations. He mentioned using a study from 2006 by Rutgers University Center for Policy Analysis and noted that the Village uses a formula from 1996, which may be outdated. In their fiscal impact analysis, they prefer to use a more recent study. Perman considered both studies in their estimated formula and assumed that half of the units will be three-bedroom and the other half will be four-bedroom units. Their estimate indicated less than 10 elementary and 5 high school students. However, according to the Village's formula, the results were 16 elementary students and 5 high school students. Herman mentioned that they adjusted the numbers slightly, adding two students and rounding up to 10 for elementary students, and similarly, they added another high school student, going beyond what the formula suggested.

Mr. Perman presented new trends on student projections of District 125 and District 103 to the Commissioners.

Com. Saxena stated that he is not sure if he agrees with the logic of the new student projection trends with the new developments in the area.

Mr. Perman stated that he thinks the trends show that we have more households being formed but with fewer people per household. He mentioned that there are fewer people living in each unit compared to 20, 30, or 40 years ago.

Com. Worlikar asked if the report shows a decline in population in the total population or school population.

Mr. Perman stated that the whole population in the area is in a decline. He stated that District 21, mentioned on the prior agenda item, actually saw a drop in the total student population district-wide.

Com. Worlikar asked if the new trends report takes into account the current classes going into District 125.

Mr. Perman stated that their report does not break it down by entering class numbers, but are using a standard measurement.

Com. Worlikar indicated he has concerns about capacity at Stevenson.

Mr. Perman stated that Stevenson once held a couple hundred more students back in 2006 than it does today.

Com. Worlikar asked if the calculation considers expanded ESL or programmatic services that are needed.

Mr. Perman stated that another section of the report examines the total cost per student, which includes ESL and other special student services aggregated together.

Com. Worlikar asked if the student generation is larger than expected, is there any thought of working with schools to support them in meeting the expected number of students or limiting the capacity of school-aged children as the development proceeds.

Mr. Shaprio stated this is an issue that could go into a number of layers and respect the due diligence with the schools but offered to reduce or cap the proposed development to have no more than 50% or 20 units offered to be four-bedroom units. In addition, before the Village Board meeting, they would be happy to make another outreach to the school districts.

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Com. Saxena asked Staff if they have any view on the trend data provided.

Ms. Purvis stated that the Link Crossing Development is a different kind of development that includes both single-family and townhomes, so not an apples to apples comparison, but the townhomes vary between 3 and 4-bedroom units, which is somewhat comparable. She stated that they have actual student generation numbers from Link Crossing, which is almost at full capacity, and they are producing .48 students per 3 to 4-bedroom unit, which coincides with the proposed development student generation numbers. She stated that the numbers that are projected for this project are not outside the norm. She stated that the capacity at the schools is a question she would not feel comfortable responding to and is really more a matter for the School Districts.

Further discussion was made regarding the revenue the schools would generate if more students were added and the fiscal net gain to school districts.

Cynthia Holtzinger, 22723 Prairie Rd. Prairie View, stated that she has been a 30-year resident and the proposed development negatively impacts her life. All of her kids went to the school districts and the schools were packed and the calculations are not correct as this is a highly desirable school district. She had concerns about traffic congestion and speeding issues along Prairie Road. She was also concerned about the negative impact to the environment with the development.

Mr. Shaprio closed by reiterating that they open to reduce or cap the proposed development to have no more than 50% or 20 units offered to be four-bedroom units.

Vice Chairperson Richards made a motion to recommend approval of an amendment to the Residential PUD, Final Plat of Subdivision, and Preliminary Plan approved by Ordinance No. 2023-106 to allow changes to the approved plans for a 41-unit townhome development, to be called Prairie Pointe Townhomes, located at 22771-22825 N. Prairie Road, subject to conditions in the Staff Report, with the added condition of capping the number of four bedroom units at 50% of the total number of units on the property.

Com. Moodhe seconded the motion.

Com. Worlikar expressed conflicting feelings about a development that would enhance the area with improvements and benefits, despite the ongoing challenges caused by the increasing number of students. He suggested that it would be helpful for the developers to obtain a letter of support from the School Districts for the project. Additionally, he proposed that if more students are generated than the estimated number, the school should consider making some concessions to address the current issue of overcrowding.

Vice Chairperson Richards stated that the development is a betterment to the currently vacant property. He prefers the new design to the older one and also favors ownership over rentals because it provides more stability. Richards expressed empathy for the schools, but mentioned that the actual Link Crossing numbers of school age kids generated is lower than projected. He also pointed out that the school district has not responded since last August, suggesting that they've had ample time to voice any concerns or objections. In conclusion, he voiced his support for the project.

Com. Saxena stated that he loves everything about the project but has concerns about the school district impact and would love the schools to buy-in.

Com. Moodhe stated that the village has been presented with development projects for a piece of vacant land. The goal is to work with the developers to meet their objectives as

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well as the village's goals. There are challenges in collaborating with the school districts and considering how these projects impact them without their input, and determining what's best for the village.

Chairperson Weinstein, spoke in favor of the motion. He stated that they have an approved project with an ordinance in place, approved last year. He mentioned that the request involves some modifications to the façade changes and rental, as compared to the for-sale units. He believes they have met the criteria for the PUD amendment. Additionally, he noted that the schools are aware of the changes, and while it would be nice for the schools to provide input, it's not the Village's responsibility to dictate how the schools should operate.

RESULT:	RECOMMENDATION TO APPROVE [4 TO 0]
AYES:	Adam Moodhe, Mitchell Weinstein, Kevin Richards, Sujat Saxena
ABSTAIN:	Neil Worlikar
ABSENT:	Marc Spunt, Amy Au, Jason Davis

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - May 15, 2024 7:30 PM

The Commission accepted the minutes as presented.

RESULT:	ACCEPTED [4 TO 0]
AYES:	Adam Moodhe, Mitchell Weinstein, Neil Worlikar, Sujat Saxena
ABSTAIN:	Kevin Richards
ABSENT:	Marc Spunt, Amy Au, Jason Davis

Chairman's Report

None

Committee and Liaison Reports

Commissioner Moodhe noted all PZC items were on the consent agenda at the last meeting.

Staff Report/Future Agenda Schedule

Staff provided information on the future agenda schedule, and reminded the Commission of the upcoming Volunteer Reception scheduled for June 23, 2024 at 4:00pm.

Public Comments and Questions

None

Adjournment

The meeting was adjourned at 9:16 PM

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Action Items

Kelly Purvis

APPROVED BY ME THIS 5th DAY OF June, 2024

Mitchell Weinstein, Commissioner



Resolution No. R-2024-16 : Resolution Authorizing Assignment and Assumption of Annexation Agreement at 22771-22825 N Prairie Rd

Recommendation of Action

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

In 2023, the Village Board approved an Annexation Agreement for the Prairie Point Townhomes at 22771-22825 N. Prairie Road. Projades, LLC is the contract purchaser of the property and will develop Prairie Point Townhomes and is seeking an Assignment and Assumption of Annexation Agreement.

ATTACHMENTS:

- BOT Memo (DOCX)
- Resolution for Assignment Prairie Pointe (RTF)
- Exhibit A. Assignment and Assumption of Annexation Agreement (DOCX)

Trustee Liaison

Weidenfeld

Staff Contact

Nicole Woods, Community Development

Monday, June 17, 2024

**VILLAGE OF
BUFFALO GROVE**



DATE: June 17, 2024

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Director of Community Development
Kelly Purvis, Deputy Director of Community Development

SUBJECT: Approve an Assignment & Assumption of the Annexation Agreement for
Prairie Pointe Townhomes at 22771-22825 N. Prairie Road

RECOMMENDATION

Staff recommends that the Village Board approve a Resolution approving an Assignment and Assumption Agreement of the Annexation Agreement for the Prairie Point Townhomes, subject to the final review and approval of the Village Attorney.

BACKGROUND

On August 21, 2023, the Village Board approved Ordinance No. 2023-104, an Annexation Agreement for the Prairie Point Townhomes at 22771-22825 N. Prairie Road. The Board also approved a preliminary plan for the project, which consists of a 41-unit, attached single-family development. After the approvals, Prairie Pointe Partners Buffalo Grove LLC, an Illinois limited liability company ("Prairie"), an affiliate of and successor-in-interest to Bloom Street Partners, LLC ("Bloom"), purchased the property and sought an Assignment and Assumption of Annexation Agreement. The Village subsequently approved an Assignment and Assumption of Annexation Agreement to Prairie Pointe Partners Buffalo Grove LLC, through Resolution No. 2024-01. Prairie is now interested in selling the property to Projades, LLC.

Projades, LLC is the contract purchaser of the property and anticipates closing on the property within 60 days of approval of entitlements and the Assignment and Assumption of Annexation Agreement. The Agreement will ensure Projades, LLC, remains responsible for all conditions of approval set forth in Ordinance 2023-104 and Resolution 2024-01.

The attached agreement has been reviewed by the Village Attorney and ensures that Projades, LLC assumes all the obligations outlined in Ordinance No. 2023-104, approving the Annexation Agreement. Furthermore, Projades, LLC is seeking an amendment to the Planned Development for minor changes to the plans. That request is part of this overall action. Further details of the amendment and exhibits are included in that agenda item.

RESOLUTION NO. 2024 – _**A RESOLUTION APPROVING AN ASSIGNMENT AND ASSUMPTION OF THE ANNEXATION AGREEMENT GRANTED BY ORDINANCE NO. 2023-104**

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

WHEREAS, on August 21, 2023, the Village Board approved an Annexation Agreement as Ordinance 2023-104 for Bloom Street Partners, LLC ("Bloom") for the Prairie Pointe Development commonly referred to as at 22771-22825 N. Prairie Road, Buffalo Grove ("Property") and;

WHEREAS, Prairie Pointe Partners Buffalo Grove LLC, an Illinois limited liability company ("Prairie "), an affiliate of and successor-in-interest to Bloom Street Partners, LLC ("Bloom"), closed and acquired the Property on December 20, 2023 and;

WHEREAS, on January 2, 2024 the Village Board approved an Assignment and Assumption of Annexation Agreement for Prairie Pointe Partners Buffalo Grove LLC, through Resolution No. 2024-01 and;

WHEREAS, Prairie is now interested in selling the property to Projades, LLC, who will acquire the property within 60 days of approval of the entitlements and Assignment and Assumption of Annexation Agreement and;

WHEREAS, Projades, LLC will assume all obligations outlined in the Annexation Agreement and subject to the terms and conditions outlined in the Assignment and Assumption Agreement attached as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village President and Village Clerk are hereby authorized and directed to execute an Assignment and Assumption Agreement of the Annexation Agreement for the Prairie Pointe Development, subject to the final review and approval of the Village Attorney, a copy of said Agreement being attached hereto and being made a part hereof.

APPROVED this 17th day of June, 2024, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Eric Smith, Village President

Exhibit A
ASSIGNMENT AND ASSUMPTION OF THE ANNEXATION AGREEMENT

Prepared By:

Patrick T. Brankin
 Schain, Banks, Kenny & Schwartz,
 Ltd. 70 W. Madison St., Ste. 5300
 Chicago, IL 60602

ASSIGNMENT AND ASSUMPTION OF ANNEXATION AGREEMENT

This Assignment (this "**Assignment**") is executed by Prairie Pointe Partners Buffalo Grove LLC, an Illinois limited liability company ("Prairie"), an affiliate of and successor-in-interest to Bloom Street Partners, LLC ("Bloom") ("Owner") and ("Developer"), Projades, LLC ("Projades") ("Contract Purchaser"), and by the Village of Buffalo Grove, an Illinois municipal corporation ("Village") (hereinafter collectively referred to as the "Parties").

the Parties state as follows:

A. This Assignment pertains to the real estate described on Exhibit A attached hereto and commonly known as 22771-22825 N. Prairie Road, Buffalo Grove, Illinois (the "**Property**").

B. Bloom entered into that certain Annexation Agreement, dated as of August 21, 2023, by and between Bloom as Developer, the Village of Buffalo Grove and Prior Owners, as Owners, and recorded in the Office of the Lake County Recorder of Deeds on February 1, 2024 as Document No. 8017-400, (the "**Agreement**").

C. Prairie closed and acquired the Property from the prior owners on December 20, 2023.

D. Village approved an Assignment and Assumption of the annexation agreement to Prairie on January 2, 2024.

E. Prairie, has certain privileges, rights, title and interests and obligations ("**Interests**") owned or held in connection with the Agreement, as Owner and Developer, as defined in the Agreement.

F. In conjunction with the closing and acquisition of the Property by Projades, Prairie, transfers, conveys, grants and assigns any and all Interests it has under the Agreement, as Owner and Developer to Projades subject to the approval of the Village, as set forth in this Assignment;

G. The Village approves the Assignment to Projades of all of the respective Interests Prairie held pursuant to the Agreement and Projades accepts this Assignment and assumes and agrees to be bound by the respective Interests of Prairie, as Owner and Developer under the Agreement, all on the terms and conditions provided herein.

H. The Parties agree that this Assignment shall be effective as of the date on which Projades acquires title to the Property ("Acquisition Date"). Effective as of the Acquisition Date, Projades shall be responsible for and shall comply with all terms, covenants, obligations and conditions of Developer and Owner as set forth in the Agreement. It is expressly a term and condition of this Assignment, that Projades agrees that it shall timely commence and complete all terms, covenants, obligations, requirements and conditions of Developer and Owner under the Agreement. Projades represents that it has accepted and has assumed and agreed to make all payments and to perform all other obligations of the Owner and Developer, under the Agreement, including, but not limited to those obligations accruing prior to or on the Acquisition Date. Prairie shall be released from any liability for all terms, covenants, obligations and conditions of Owner and Developer as set forth in the Agreement.

I. Projades hereby indemnifies the Village, and agrees to defend and hold harmless the Village, from and against any and all liability, loss, damage and expense, including, without limitation, reasonable attorney's fees actually incurred, that the Village may or shall incur under the Agreement by reason of any failure or alleged failure of Projades to have complied with or to have performed the obligations of the Owner and Developer under the Agreement which are to be performed by Projades either before or on or after the Acquisition Date.

J. Any costs and expenses, including attorneys' fees (which shall include the cost of any time expended by any in-house counsel of the Village) incurred by the Village in connection with this Assignment and any proposed or purported assignment, transfer or sublease shall be borne by Projades and shall be payable to the Village on demand as a Developer cost.

K. Effective as of the Acquisition Date, the Village, as evidenced by its execution of the Village's Consent (the "Consent") attached to and made a part of this Assignment, hereby consents to this Assignment.

L. GOVERNING LAW: This Assignment shall be construed, interpreted, and enforced pursuant to the applicable laws in the State of Illinois.

M. THE VILLAGE IS THIRD PARTY BENEFICIARY: It is fully intended, acknowledged and agreed to that the Village be and hereby is a third party beneficiary of this Assignment and shall be entitled to and may enforce the terms, covenants and conditions contained herein as each may apply to the Village.

N. MISCELLANEOUS PROVISIONS:

(a) The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(b) This Assignment may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

(c) All defined terms not otherwise defined herein shall have the same meaning as defined in the Agreement.

(d) Each of the parties hereto hereby each represent and warrant that the person signing this Assignment and/or the Consent is duly authorized to execute and deliver this Assignment and/or Consent on behalf of such party, and that this Assignment and/or Consent is binding upon the party.

(e) In the event that Projades does not acquire the Property from Prairie and provide the Village with proof of acquisition by August 31, 2024, than this assignment shall be null and void.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, in consideration for good and valuable consideration in hand paid, Prairie Owner and Developer hereby assigns to, and Projades hereby accepts and assumes all of Prairie's respective Interests, as set forth herein, effective as of the Assignment Date.

Prairie Pointe Partners Buffalo Grove, LLC, an
Illinois limited liability company

By: _____

Projades, LLC, an Illinois limited liability company

By: _____

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, Manager of Prairie Pointe Partners Buffalo Grove LLC, an Illinois limited liability company, 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 signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2024.

 Notary Public

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, Manager of Projades LLC, an Illinois limited liability company, 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 signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this __ day of _____, 2024.

 Notary Public

Consent of Assignment

The Village of Buffalo Grove hereby accepts the above and foregoing assignment and releases Prairie the prior Owner and Developer as stated therein.

VILLAGE OF BUFFALO GROVE, a
municipal corporation

By: _____

Name: **Eric Smith**

Title: Village President

Attest: _____

Name: Janet Sirabian

Title: Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE NORTH ¼ 1382.3 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH OF SAID WEST LINE OF THE NORTH EAST ¼, 84.62 FEET; THENCE NORTHEASTERLY WITH AN ANGLE OF 85 DEGREES 09 MINUTES TO THE RIGHT OF THE LAST MENTIONED LINE, AS PRODUCED NORTHERLY 413.3 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE SOO LINE RAILROAD; THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 116.2 FEET; THENCE WESTERLY 454.7 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER OF THE HALF DAY AND MCHENRY ROAD AND THE QUARTER SECTION LINE RUNNING NORTH AND SOUTH THROUGH THE ABOVE MENTIONED SECTION 21; THENCE RUNNING SOUTH ALONG SAID QUARTER SECTION LINE 9.93 CHAINS; THENCE EAST 6.55 CHAINS TO THE WEST LINE OF THE RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILWAY (NOW CALLED MINNEAPOLIS, ST. PAUL AND SAUK STA. MARIE RAILWAY); THENCE NORTHWESTERLY ALONG SAID WEST LINE OF SAID RIGHT OF WAY 10.05 CHAINS TO THE CENTER OF THE ABOVE MENTIONED HALF DAY AND MCHENRY ROAD; THENCE WEST 2.64 CHAINS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL INDEX NUMBER: 15-21-200-014, 15-21-200-032

SUBJECT PROPERTY COMMON ADDRESS: 22771 & 22825 Prairie Road, Prairie View



Ordinance No. O-2024-69 : Ordinance Approving Amendment to the Residential PUD, Final Plat of Subdivision, and Preliminary Plan at 22771 & 22825 Prairie Road to be Called Prairie Pointe Townhomes

Recommendation of Action

The PZC recommended approval subject to conditions. Staff concurs with this recommendation.

On August 21, 2023, the Village Board granted approval of a Residential PUD with Variations to allow the construction of a 41-unit townhome development at 22771 and 22825 Prairie Road. Prairie Point Partners Buffalo Grove LLC, is now proposing to sell the property to Projades, LLC. Projades is proposing some modifications to the approved plans including constructing the townhome units as a for-sale product instead of a rental product.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B. Plan Set (PDF)
- Exhibit C. Draft Minutes PZC June 5, 2024 (PDF)

Trustee Liaison
Weidenfeld

Staff Contact
Nicole Woods, Community Development

Monday, June 17, 2024

**VILLAGE OF
BUFFALO GROVE**



DATE: June 17, 2024

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Director of Community Development
Kelly Purvis, Deputy Director of Community Development

SUBJECT: Consideration of an amendment to the Residential PUD, Final Plat of Subdivision, and Preliminary Plan approved by Ordinance No. 2023-106 to allow changes to the approved plans for a 41-unit townhome development on the subject properties at 22771 & 22825 Prairie Road to be called Prairie Pointe Townhomes

RECOMMENDATION

The Planning and Zoning Commission was generally in favor of the proposed changes to the plans. There was conversation regarding student generation and the impact on the school districts. The PZC ultimately decided to cap the number of 4-bedroom units to 20 units (or less than 50% of total units), as a condition of approval. Staff concurs with this recommendation to limit the number of 4-bedroom units. The developer is aware of this condition and is amenable to it.

By a vote of 5 – 0, with 4 votes in favor and 1 abstention, the PZC **recommended approval** of an amendment to the Residential PUD, Final Plat of Subdivision, and Preliminary Plan approved by Ordinance No. 2023-106 to allow changes to the approved plans for a 41-unit townhome development on the subject properties at 22771 & 22825 Prairie Road, subject to the following conditions:

1. The proposed development of 41 attached single-family units shall conform to the plans and conditions provided in the staff report and in the amended Planned Development Ordinance.
2. The Plat of Subdivision shall be submitted in a manner acceptable to the Village Engineer and the Village Attorney.
3. A Sign permit for the monument sign shall be submitted in compliance with the Village Sign Code.
4. Projades, LLC shall be limited to selling up to 20 units with the 4-bedroom floor plan; all other units shall have a maximum of 3 bedrooms.
5. Except for those conditions specifically amended as part of the request, all other conditions of approval included in Ordinance No. 2023-106 shall remain in full force and effect.

Staff concurs with this recommendation. In addition, staff has added the following condition (condition #6) to the draft Ordinance. This condition is necessary to accommodate the project as being a “for sale” product.

6. Prior to approval by the Village of the Final Plat of Subdivision for all or any portion of the Property, the Developer shall provide to the Village for review and approval Homeowner’s

Association Declarations to which all lot owners in the Development shall be required to contribute assessment payments in order to accumulate such funds as might be necessary for the operation, maintenance, repair and reconstruction of the common areas and private improvements serving the development, including but not limited to the street lighting, sidewalks, parkways, storm sewers, and storm water management facilities, including but not limited to the detention pond and related aeration systems, common area landscaping, fences and landscape, which shall all be the responsibility of the applicable association to own, operate, and maintain and which shall be located in easements for that purpose, as well as timely snow removal and ice control of said private street and sidewalks.

- a) It shall be a specific condition of approval of the Special Use that said Homeowners' Associations shall thereafter be required to be maintained in good standing with the State of Illinois Secretary of State.
- b) In addition, it shall be a condition precedent of the approval of the Special Use that the Homeowners' Associations shall retain ownership of, and operation and maintenance responsibilities for, all applicable required improvements within the Development, except as otherwise specified in the annexation agreement. The Developer shall (i) record the Declarations and (ii) incorporate the aforesaid Homeowners' Associations prior to the issuance of a certificate of occupancy for the first unit within the Property.
- c) The Property shall be subject to the (i) Master Association Declaration of Covenants, Conditions and Restrictions ("Declarations") which shall include but not by way of limitation a provision whereby the Village shall have the right, but not the obligation, to enforce covenants or obligations of the applicable association and/or owners of the units of the Property as defined and provided within the applicable Declaration, and further shall have the right, upon thirty (30) calendar 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 applicable association of the Property. 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.
- d) The Declarations shall also include the obligation that the applicable association shall provide snow removal for private driveways, streets and sidewalks and shall store excess snow in appropriate off-street locations, and shall not in any way impede the Village's snow removal operations on public streets.
- e) The Declarations shall also provide that the Property shall be used and developed in accordance with Village ordinances, codes and regulations applicable thereto, including ordinance(s) enacted pursuant to this Agreement.
- f) The Declarations shall be submitted to the Village for review and approval, and shall further provide that the provisions relative to the foregoing requirements may not be amended without the prior approval of the Village.
- g) The Declarations shall also provide that the Village may enforce its ordinances, including but not by way of limitation traffic ordinances, on the Property, including private alleys and common areas.
- h) The Declarations shall be submitted in a manner acceptable to the Village. All landscaping embellishments (arbors, trellises, fences, etc.) shall be standardized and incorporated into the Declarations.
- i) The Declarations shall indicate that certain private alleys will remain private with

the maintenance responsibility of the association in a manner acceptable to the Village. The Village may require that all initial and subsequent homeowners sign a disclosure acknowledging that these streets will remain private.

BACKGROUND

On August 21, 2023, the Village Board approved Ordinance No. 2023-106 granting approval of a Residential Planned Unit Development with Variations to allow the construction of a 41-unit townhome development on the properties at 22771 and 22825 Prairie Road. Prairie Point Partners Buffalo Grove LLC, is now proposing to sell the property to Projades, LLC. Projades is proposing changes to the approved plans including:

1. Constructing the townhome units as a for-sale product instead of a rental product.
 - a. This change requires the creation of a Homeowner's Association instead of having a management company tend to the common areas of the site. Covenants, Conditions, and Restrictions (CCRs) have been drafted and reviewed by the Village Attorney.
 - b. This change has also resulted in modifications to the Final Plat of Subdivision, as each building will be its own lot (7 lots in total) with common areas within Outlot A. This will make transfer of ownership to the homeowners easier with an assessment plat to parcel off each unit for sale.
2. Updates to the building elevations.
3. A new sign design which coordinates with the building elevations.
4. A slight modification to the building footprints to allow covered entrances to the units and second story bay window accents.
5. A modification to the floor plans to allow an optional fourth bedroom and third full bathroom instead of a den on the lower level of the units.



Figure 1. Site Location Map

Except for the covered entrances and accent bay windows, the footprints of the seven buildings and the overall site design will remain the same, and therefore, the original variations to the Zoning Ordinance for setbacks, building placement, and accessory structure placement approved by Village Ordinance No. 2023-106 are still required. While there are minor changes proposed that do require an amendment to Ordinance No. 2023-106, most of the project will remain in substantial compliance with the approved plans. Additional information regarding the proposed changes is provided below. Attached to this memo are documents showing revisions to the approved plans. Any plans that have not been included in the plan set will remain in substantial conformance with Ordinance No. 2023-106 and the approved plan set.

PLANNING AND ZONING ANALYSIS

Plat of Subdivision

As previously indicated, the change from rental to for-sale townhomes requires a modification to the approved Plat of Subdivision. The rental project Plat of Subdivision showed all buildings and

common areas as a single lot. This arrangement lends itself well to situations where there is a single ownership entity and there is a management company responsible for maintaining the site. With the change to a for-sale townhome project, an HOA will be established to maintain common areas (shown within Outlot A) and the townhome units will be parceled out and sold off to individual owners. The revised Plat is included in the plan set and is subject to final review and approval of the Village Attorney.

Building Elevations

The most notable changes to the development plans are to the building elevations. As shown in Figures 2 and 3, Projades is proposing to add a stone veneer in addition to Hardie Board siding (the primary material of the prior proposal). The roof line is slightly altered, a more neutral color pallet is proposed, covered entrances to the units have been added, and additional second-story bay windows have been added to provide some additional dimension to the buildings. Window placement and the size of the windows have also been modified. The new building elevations are more traditional in style and similar to other homes in the surrounding neighborhoods.



Figure 2. Prairie Point Townhomes – Approved Elevations



Figure 3. Prairie Pointe Townhomes – Proposed Elevations

Building Footprint

As noted above, the building footprints have been slightly altered due to some of the changes to the elevations, including the covered entrances to the units, and the second-story bay window accents on some of the units. These modifications do not impact any required building setbacks and remain in compliance with the Village Code.

Sign Design

A sample design for the monument sign has been submitted. While the sign generally coordinates with the proposed building elevation changes, a fully dimensioned plan that conforms to the Village's Sign Code will need to be submitted as part of the building permit application.



Figure 4. Proposed Monument Sign

Floor Plans

The townhome project received approval for 41-units with 3 bedrooms, 2 ½ bathrooms, a den and 2-car garages. Projades would like to offer purchasers an optional fourth bedroom and third full bathroom on the lower level of the townhomes in lieu of a den. There are other minor modifications to the floor plans including the addition of a loft on the top level of the units.

Student Generation/Impact Fees

The optional fourth bedroom alters the estimated number of students expected to be generated by the development and subsequently the development donations required to be paid to the school districts. A fiscal impact analysis, prepared by The Perman Group is included in the Plan Set. The Village Code estimates that the development could generate between 12-17 elementary school aged children and between 3-6 high school aged children depending upon the number of owners that opt for the fourth bedroom. The school donations for a 4-bedroom unit are nearly double that of a 3-bedroom unit (\$2,128.55 vs \$1,144.59), resulting in this development's school donations ranging from \$46,928.19 - \$66,607.39, depending upon the number of 4-bedroom units (note the range provided is based upon the development being all 3-bedroom units as a minimum and 21 units 3-bedroom/20 unit 4-bedroom as the maximum). Both school districts (District 125 and District 103) were notified of the development's modifications prior to the Public Hearing.

PUBLIC HEARING COMMENTS

One neighbor who received notification of the public hearing was present and expressed concerns about the development related to capacity at the schools, traffic, and the environmental impact from the development.

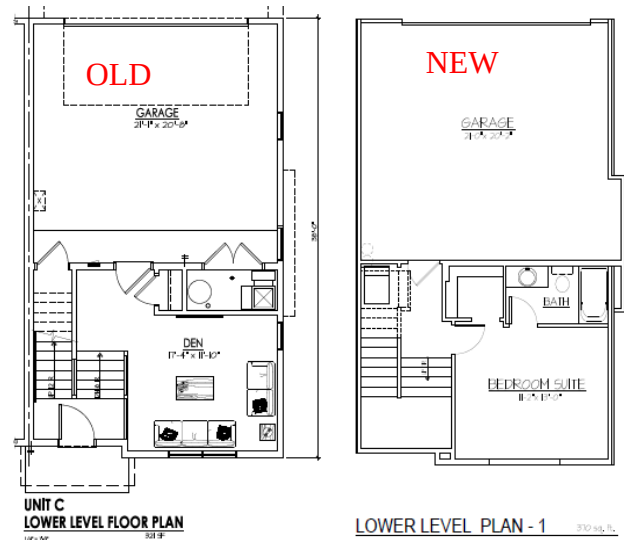


Figure 5. Approved and Proposed Floor Plans – Level 1

ORDINANCE NO. 2024 - ____**AN ORDINANCE AMENDING ORDINANCE NO. 2023-106 AND THE
PLANNED UNIT DEVELOPMENT, FINAL PLAT OF SUBDIVISION, AND PRELIMINARY PLAN
FOR PRAIRIE POINTE TOWNHOMES****Prairie Pointe Townhomes****22771 and 22825 N. Prairie Road, Buffalo Grove, IL**

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

WHEREAS, the property legally described in Exhibit A hereto was annexed to the Village of Buffalo Grove by Ordinance No. 2023 - 105 pursuant to a written Annexation Agreement dated August 21, 2023 and approved by the Village by Ordinance No. 2023 - 104 ("Annexation Agreement"); and

WHEREAS, Bloom Street Partners, LLC an Illinois limited liability company received approval of entitlements to construct the 41-unit townhome development on the property located at 22771 and 22825 N. Prairie Road, on August 21, 2023, through approval of Ordinance No. 2023-106, approving a Zoning Map Amendment, a Special Use for a Residential Planned Unit Development with Variations to the Zoning Ordinance; and

WHEREAS, Prairie Point Partners Buffalo Grove LLC, a successor-in-interest to Bloom Street Partners, LLC, closed on the property on December 20, 2023 and received Village approval of an Assignment and Assumption Agreement on January 2, 2024 through approval of Resolution No. 2024-01; and

WHEREAS, Prairie Point Partners Buffalo Grove LLC, is now proposing to sell the property to Projades, LLC; and

WHEREAS, Projades, LLC ("Petitioner") has applied for an amendment to the Residential Planned Unit Development, Plat of Subdivision, and Preliminary Plan approved by Ordinance No. 2023-106; and

WHEREAS, notice of public hearing for the amendment to the Residential Planned Unit Development, Plat of Subdivision, and Preliminary Plan approved by Ordinance No. 2023-106 has been given and a public hearing was held on June 5, 2024, before the Village of Buffalo Grove Planning & Zoning Commission; and

WHEREAS, the Planning & Zoning Commission voted 5-0, with 4 votes in favor and 1 abstention, to recommend approval of the amendment to the Residential Planned Unit Development, Plat of Subdivision, and Preliminary Plan approved by Ordinance No. 2023-106, as set forth in the draft meeting minutes attached hereto as Exhibit C; and

WHEREAS, the President and Village Board of Trustees, after due and careful consideration have concluded that the requests are reasonable and will serve the best interests of the Village; and

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 June 5, 2024, 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 Residential Planned Unit Development, Plat of Subdivision, and Preliminary Plan approved by Ordinance No. 2023-106, for the Property located at 22771 and 22825 N. Prairie Road, Prairie View, IL, subject to the following conditions:

1. The proposed development of 41 attached single-family units shall conform to the plans and conditions provided in the staff report and in the amended Planned Development Ordinance.
2. The Plat of Subdivision shall be submitted in a manner acceptable to the Village Engineer and the Village Attorney.
3. A Sign permit for the monument sign shall be submitted in compliance with the Village Sign Code.
4. Projades, LLC shall be limited to selling up to 20 units with the 4-bedroom floor plan; all other units shall have a maximum of 3 bedrooms.
5. Except for those conditions specifically amended as part of the request, all other conditions of approval included in Ordinance No. 2023-106 shall remain in full force and effect.
6. Prior to approval by the Village of the Final Plat of Subdivision for all or any portion of the Property, the Developer shall provide to the Village for review and approval Homeowner's Association Declarations to which all lot owners in the Development shall be required to contribute assessment payments in order to accumulate such funds as might be necessary for the operation, maintenance, repair and reconstruction of the common areas and private improvements serving the development, including but not limited to the street lighting, sidewalks, parkways, storm sewers, and storm water management facilities, including but not limited to the detention pond and related aeration systems, common area landscaping, fences and landscape, which shall all be the responsibility of the applicable association to own, operate, and maintain and which shall be located in easements for that purpose, as well as timely snow removal and ice control of said private street and sidewalks.
 - a) It shall be a specific condition of approval of the Special Use that said Homeowners' Associations shall thereafter be required to be maintained in good standing with the State of Illinois Secretary of State.
 - b) In addition, it shall be a condition precedent of the approval of the Special Use

that the Homeowners' Associations shall retain ownership of, and operation and maintenance responsibilities for, all applicable required improvements within the Development, except as otherwise specified in the annexation agreement. The Developer shall (i) record the Declarations and (ii) incorporate the aforesaid Homeowners' Associations prior to the issuance of a certificate of occupancy for the first unit within the Property.

- c) The Property shall be subject to the (i) Master Association Declaration of Covenants, Conditions and Restrictions ("Declarations") which shall include but not by way of limitation a provision whereby the Village shall have the right, but not the obligation, to enforce covenants or obligations of the applicable association and/or owners of the units of the Property as defined and provided within the applicable Declaration, and further shall have the right, upon thirty (30) calendar 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 applicable association of the Property. 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.
- d) The Declarations shall also include the obligation that the applicable association shall provide snow removal for private driveways, streets and sidewalks and shall store excess snow in appropriate off-street locations, and shall not in any way impede the Village's snow removal operations on public streets.
- e) The Declarations shall also provide that the Property shall be used and developed in accordance with Village ordinances, codes and regulations applicable thereto, including ordinance(s) enacted pursuant to this Agreement.
- f) The Declarations shall be submitted to the Village for review and approval, and shall further provide that the provisions relative to the foregoing requirements may not be amended without the prior approval of the Village.

- g) The Declarations shall also provide that the Village may enforce its ordinances, including but not by way of limitation traffic ordinances, on the Property, including private alleys and common areas.
- h) The Declarations shall be submitted in a manner acceptable to the Village. All landscaping embellishments (arbors, trellises, fences, etc.) shall be standardized and incorporated into the Declarations.
- i) The Declarations shall indicate that certain private alleys will remain private with the maintenance responsibility of the association in a manner acceptable to the Village. The Village may require that all initial and subsequent homeowners sign a disclosure acknowledging that these streets will remain private.

Section 3. This Ordinance shall be in full force and effect on and after its passage and approval according to law. This Ordinance shall not be codified.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED: _____

APPROVED: _____

ATTEST:

APPROVED:

Village Clerk

Eric Smith, Village President

EXHIBIT A**Legal Description**

THAT PART OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE NORTH $\frac{1}{4}$ 1382.3 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH OF SAID WEST LINE OF THE NORTH EAST $\frac{1}{4}$, 84.62 FEET; THENCE NORTHEASTERLY WITH AN ANGLE OF 85 DEGREES 09 MINUTES TO THE RIGHT OF THE LAST MENTIONED LINE, AS PRODUCED NORTHERLY 413.3 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE SOO LINE RAILROAD; THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY, 116.2 FEET; THENCE WESTERLY 454.7 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER OF THE HALF DAY AND MCHENRY ROAD AND THE QUARTER SECTION LINE RUNNING NORTH AND SOUTH THROUGH THE ABOVE MENTIONED SECTION 21; THENCE RUNNING SOUTH ALONG SAID QUARTER SECTION LINE 9.93 CHAINS; THENCE EAST 6.55 CHAINS TO THE WEST LINE OF THE RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILWAY (NOW CALLED MINNEAPOLIS, ST. PAUL AND SAUK STA. MARIE RAILWAY); THENCE NORTHWESTERLY ALONG SAID WEST LINE OF SAID RIGHT OF WAY 10.05 CHAINS TO THE CENTER OF THE ABOVE MENTIONED HALF DAY AND MCHENRY ROAD; THENCE WEST 2.64 CHAINS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL INDEX NUMBER: 15-21-200-014, 15-21-200-032

SUBJECT PROPERTY COMMON ADDRESS: 22771 & 22825 Prairie Road, Prairie View

EXHIBIT B
Plan Set

EXHIBIT C
Draft Minutes from the June 5, 2024 PZC Meeting



Dated : April 12th 2024

NARRATIVE STATEMENT

Project Name : Prairie Pointe
 Address : 22825 N PRAIRIE ROAD Buffalo Grove IL
 Type : 41 Townhomes
 Applicant : PROJADES, LLC

Introduction : We are excited to present our new construction townhomes for sale subdivision, a modern and vibrant community designed to meet the needs of today's homebuyers. Located at 22825 N PRAIRIE RD, Buffalo Grove IL our development offers an unparalleled blend of convenience, comfort, and style.

Location : It is strategically located at the intersection of Rt 22 and Prairie Road and is within walking distance to Metra train stop, providing easy access to major thoroughfares, shopping centers, schools, parks, and recreational facilities. The community is also well-connected to public transportation options, making it an ideal choice for commuters.

Design and Architecture: The townhouses feature contemporary architecture with a focus on aesthetics and functionality. Each unit is thoughtfully designed to maximize space and natural light, offering open floor plans, high ceilings, and large windows. Quality finishes and modern fixtures complement the sleek design, creating a welcoming and elegant living environment.

33 W Higgins Rd Ste 720 South Barrington IL 60010
www.projades.com info@projades.com
 224.215.6477 (Voice) Fax (973) 556-1955

Attachment: Exhibit B. Plan Set (O-2024-69 : Approving Amdmt to the Res PUD, Final Plat of Sub, and Prelim Plan at 22771 & 22825 Prairie



The townhouses offer a variety of floor plans to suit different preferences and lifestyles, including:

- Multiple bedrooms and bathrooms.
- Modern kitchens with high-quality appliances and finishes.
- Private outdoor spaces such as balconies or patios.
- Attached garages for convenient parking and storage.
- Energy-efficient features for sustainable living.

Target Market: Our townhouse subdivision is designed to appeal to a diverse range of homebuyers, including:

- Young professionals seeking a stylish and convenient living space.
- Families looking for a safe and friendly community.
- Empty nesters and retirees who value low-maintenance living.

Conclusion : We believe our new construction townhouse subdivision offers an exceptional opportunity for individuals and families to own a beautiful home in a desirable location. With its modern design, extensive amenities, and thoughtful features, this community is poised to become a sought-after destination for discerning homebuyers.



Dated : May 16th 2024

PROJADES LLC
33 W HIGGINS RD
Ste 720 - 725
SOUTH BARRINGTON IL 60010

SUBJECTS : Changes requested from PROJADES for PRAIRIE POINTE

PROJADES NAME : Prairie Pointe
Address : 22825 & 22771 N PRAIRIE ROAD Buffalo Grove IL
Type : 41 Townhomes
Applicant : PROJADES, LLC

Listed below are the changes we are requesting

- Change in ownership/development entity
- For sale product vs. rental product
 - ◆ Plat of subdivision; 7 lots instead of 1
 - ◆ CCRs for HOA rather than a management company
- The building materials/elevations
- Covered entrances to the buildings (and the front yard setback)
- Floor plan – with optional additional bedroom/bathroom instead of den
- The monument sign design

Other than the above mentioned items, everything else will substantially comply with the approved project plans.

Sincerely
PROJADES LLC

PRAIRIE POINTE SUBDIVISION

PERMANENT INDEX NUMBERS:
15 - 21 - 200 - 032
15 - 21 - 200 - 014

BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS.

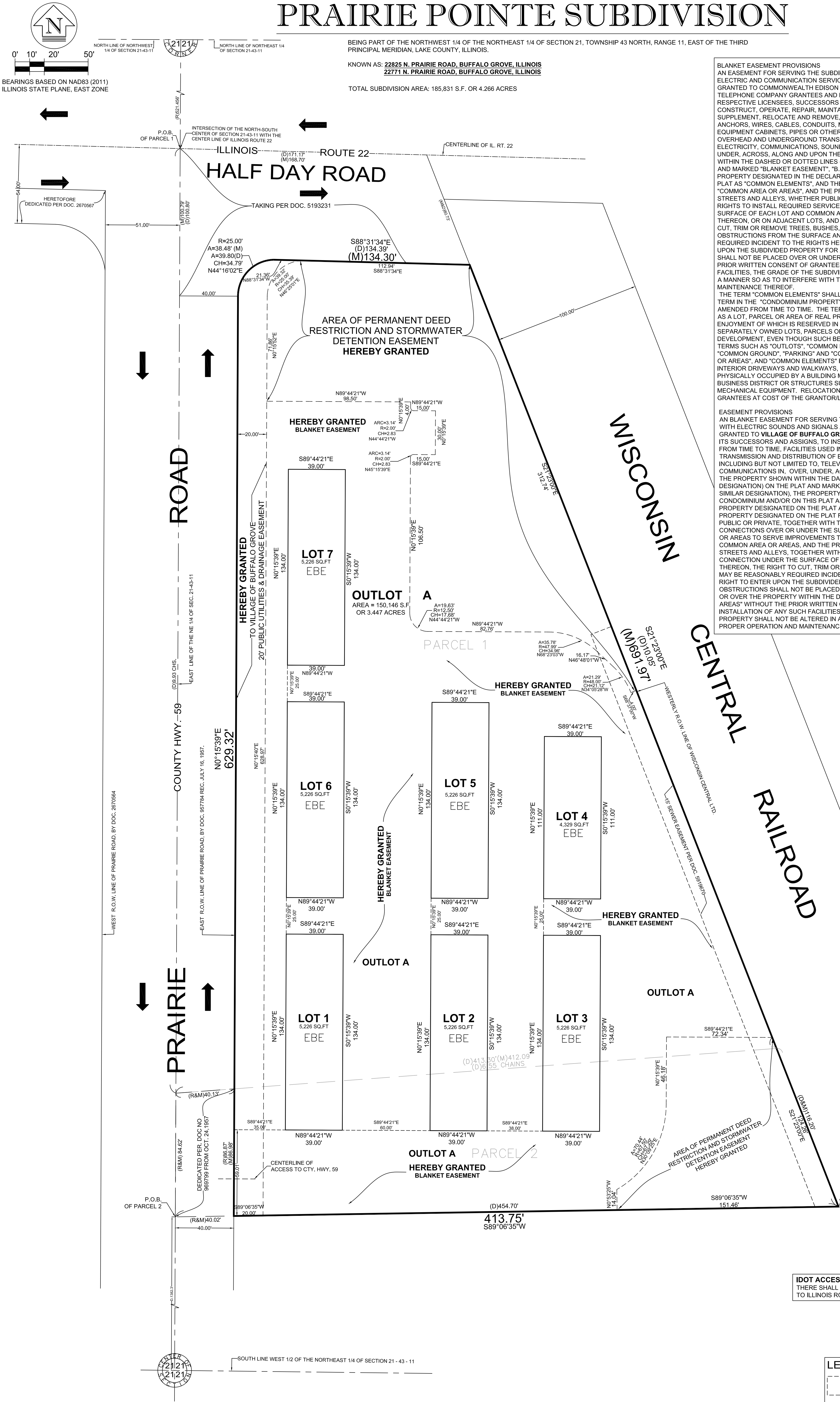
KNOWN AS: 22825 N. PRAIRIE ROAD, BUFFALO GROVE, ILLINOIS
22771 N. PRAIRIE ROAD, BUFFALO GROVE, ILLINOIS

TOTAL SUBDIVISION AREA: 185,831 S.F. OR 4.266 ACRES

BLANKET 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, AT&T COMMUNICATIONS, SBC TELEPHONE COMPANY GRANTEES AND NORTH SHORE GAS COMPANY, 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, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS, PIPES OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS AND GAS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "BLANKET EASEMENT", "B.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS 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 OR UNDER GRANTEES' FACILITIES WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. 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 605/2(C), AS AMENDED FROM TIME TO TIME. THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS", AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING MARKED "NON EASEMENT AREA", SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT. RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

EASEMENT PROVISIONS
AN BLANKET EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC SOUNDS AND SIGNALS AND COMMUNICATIONS SERVICE IS HEREBY 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 COMMUNICATIONS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "BLANKET EASEMENT", "B.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTION 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 THE DOTTED LINES MARKED "NON EASEMENT AREAS" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. 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.

Area Table		
LOT #	SQ.FT.	ACRE
1	5,226	0.120
2	5,226	0.120
3	5,226	0.120
4	4,329	0.099
5	5,226	0.120
6	5,226	0.120
7	5,226	0.120
OUTLOT A	150,146	3.447
TOTAL	185,831	4.266



IDOT ACCESS NOTE:
THERE SHALL BE NO VEHICULAR ACCESS FROM OUTLOT A TO ILLINOIS ROUTE 22 (HALF DAY ROAD).

LEGEND	
	15' SEWER EASEMENT PER DOC. 5919670
	PROPOSED LOT LINE
	- PROPOSED LOT NUMBER
	- EXISTING LOT NUMBER
	- EXCEPTION TO BLANKET EASEMENT
	TRAFFIC FLOW DIRECTIONAL'S

PROJECT No.:
2022-30698-1
ISSUE DATE:
05/01/2023
SCALE: 1"=30'
SHEET NUMBER
2 OF 2

PLAT PREPARED FOR:
CORNERSITE LLC
3190 DOOLITTLE DR.
NORTHBROOK, IL 60062
TEL. 847-230-1344

PLAT PREPARED BY:
UNITED SURVEY SERVICE, LLC
CONSTRUCTION AND LAND SURVEYORS
7710 CENTRAL AVENUE, RIVER FOREST, IL 60305
TEL.: (847) 299 - 1010 FAX : (847) 299 - 5887
E-MAIL: USURVEY@USANDCS.COM

NO.	REVISIONS	DATE
1	REVISED	4/18/24
2	REVISED	5/2/24
3		
4		
5		
6		

SEND TAX BILL TO :
**PRAIRIE POINTE PARTNERS
BUFFALO GROVE, LLC**
1946 W LAWRENCE AVENUE CHICAGO,
ILLINOIS 60640

PRAIRIE POINTE SUBDIVISION

MAIL PLAT TO:
VILLAGE OF BUFFALO GROVE
50 RAUPP BOULEVARD,
BUFFALO GROVE, IL 60089

OWNER'S CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)
THIS IS TO CERTIFY
THAT **PRAIRIE POINTE PARTNERS BUFFALO GROVE, LLC** IS THE OWNER OF THE
LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE/SHE HAS CAUSED THE SAME
TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREON FOR THE USES AND
PURPOSES HEREIN SET FORT, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE
SAME UNDER THE STYLE AND TITLE HEREON INDICATE.

ADDITIONALLY, WE HEREBY CERTIFY THAT THE PROPERTY HEREON DESCRIBED IS
LOCATED WITHIN THE BOUNDARIES OF:

STEVENSON HIGH SCHOOL DISTRICT #125
LINCOLNSHIRE-PRAIRIE VIEW SCHOOL DISTRICT #103

DATED THIS ____DAY OF _____, A.D. 20__.

BY: _____
OWNER'S SIGNATURE TITLE:

ADDRESS: **PRAIRIE POINTE PARTNERS BUFFALO GROVE, LLC**
1946 W LAWRENCE AVENUE
CHICAGO, ILLINOIS 60640

NOTARY CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, _____, 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 OWNER OF THE PROPERTY
DESCRIBED HEREON, APPEARED BEFORE ME THIS DAY IN PERSON AND
ACKNOWLEDGED _____ SIGNED THE SAID INSTRUMENT AS
OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET
FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____DAY OF
_____, 20__.

BY: _____
NOTARY PUBLIC

COMMISSION EXPIRES _____

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE) SS
THE INSTRUMENT FILED FOR RECORD IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS,
ON THIS ____ DAY OF ____ 20__, A.D., AT ____ O'CLOCK ____M.
AND RECORDED AS DOCUMENT NUMBER ____

COUNTY RECORDER

CERTIFICATE OF THE COUNTY CLERK

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 PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS.

DATED THIS ____ DAY OF _____ 20__, A.D., AT ____ O'CLOCK, AT
_____, ILLINOIS.

BY: _____
LAKE COUNTY CLERK

DRAINAGE STATEMENT:

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF THE SURFACE WATERS
WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF,
OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS
HAVE BEEN 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 BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED
ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING
PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS ____DAY OF _____, A.D. 20__.

OWNER

OWNER

BY: _____
ENGINEER

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS
DEPARTMENT OF TRANSPORTATION WITH RESPECT
TO ROADWAY ACCESS PURSUANT OF \$2 OF
"AN ACT TO REVISE THE LAW IN RELATION TO PLATS,"
AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS
CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR
ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL, BE
REQUIRED BY THE DEPARTMENT.

JOSE RIOS, P.E.
REGION ONE ENGINEER

BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS.

KNOWN AS: **22825 N. PRAIRIE ROAD, BUFFALO GROVE, ILLINOIS**
22771 N. PRAIRIE ROAD, BUFFALO GROVE, ILLINOIS

TOTAL SUBDIVISION AREA: 185,831 S.F. OR 4.266 ACRES

EASEMENT PROVISIONS:
AN EASEMENT FOR PURPOSES INCLUDING, BUT NOT LIMITED TO, WATER SUPPLY AND
DISTRIBUTION, SEWERAGE, STORM SEWER AND DRAINAGE, AND STREET LIGHTING, 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, STORM
SEWER AND DRAINAGE, AND STREET LIGHTING IN, UNDER, ACROSS, ALONG AND UPON
THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND
MARKED "EASEMENT". ALSO GRANTED HERewith IS 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 THE BLANKET EASEMENTS
WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. 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. DETENTION BASIN AND WETLANDS WILL BE OWNED AND MAINTAINED BY THE
HOMEOWNERS ASSOCIATION, AND THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE
OBLIGATION, TO PERFORM MAINTENANCE SHOULD THE HOA FAIL TO DO SO, AND THE
VILLAGE SHALL BE REIMBURSED FOR ANY COSTS INCURRED.

CORPORATE AUTHORITY'S CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF BUFFALO GROVE, COOK AND LAKE COUNTIES, ILLINOIS,
AT A MEETING HELD THIS ____DAY _____, A.D. 20__.

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

PLAN COMMISSION'S CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

APPROVED AND ACCEPTED BY THE PLAN COMMISSION OF THE VILLAGE OF BUFFALO
GROVE, COOK AND LAKE COUNTIES, ILLINOIS, AT A MEETING HELD THIS ____ DAY
_____, A.D. 20__.

BY: _____
CHAIRMAN OF THE PLAN COMMISSION

ATTEST: _____
SECRETARY

VILLAGE COLLECTOR CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

I, _____ COLLECTOR FOR THE VILLAGE OF BUFFALO GROVE, COOK
AND LAKE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT
GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT
SPECIAL ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE PLAN HEREON
DRAWN.

DATED THIS ____DAY OF _____, A.D. 20__.

BY: _____
VILLAGE COLLECTOR

VILLAGE ENGINEER'S CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

I, _____ ENGINEER OF THE VILLAGE OF BUFFALO GROVE DO
HEREBY APPROVE THIS PLAT WHICH MEETS THE MINIMUM REQUIREMENTS
OF THE SAID CITY.

COOK AND LAKE COUNTIES, ILLINOIS, THIS ____DAY OF _____, A.D. 20__.

BY: _____
VILLAGE ENGINEER

CERTIFICATE OF HIGHWAY ACCESS AUTHORITY:
STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

THIS PLAT IS HEREBY APPROVED THIS ____DAY OF _____, A.D. 20__
BY THE COUNTY ENGINEER OF LAKE COUNTY PURSUANT TO CHAPTER 765, ACT 205, SECTION
2 OF THE ILLINOIS COMPILED STATUTES, AS AMENDED, AS TO ROADWAY ACCESS TO COUNTY
HIGHWAY 59 ALSO KNOWN AS N. PRAIRIE ROAD, DIRECT ACCESS EITHER TO OR FROM
COUNTY HIGHWAY 59 SHALL BE RESTRICTED AS SHOWN ON THIS PLAT AND SHALL BE
SUBJECT TO THE LAKE COUNTY ACCESS AND USE ORDINANCE WHICH REQUIRES, IN PART,
THAT APPLICATION BE MADE AND AN ACCESS PERMIT BE OBTAINED FROM THE COUNTY
ENGINEER OF LAKE COUNTY PRIOR TO ANY ACCESS INSTALLATION.

COUNTY ENGINEER

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)
PERMANENT DEED RESTRICTION COVENANT BY PLAT

AS DESCRIBED ON THIS PLAT, FEE OWNER OF THE FOLLOWING DESIGNATED AND DESCRIBED
REAL PROPERTY DESCRIBED HEREON AS PARCEL 1 AND 2 IN THE SURVEYORS CERTIFICATE,
LOCATED IN THE VILLAGE OF BUFFALO GROVE, COUNTY OF LAKE, STATE OF ILLINOIS:
HEREBY MAKES THE FOLLOWING DECLARATIONS AS TO LIMITATIONS, RESTRICTIONS AND USES
TO WHICH THOSE AREAS DESIGNATED AS AREA OF PERMANENT DEED RESTRICTION AND
STORMWATER DETENTION EASEMENT IN SAID PROPERTY MAY BE PUT, AND SPECIFIES THAT
SUCH DECLARATIONS SHALL CONSTITUTE COVENANTS TO RUN WITH ALL THE LAND, AS
PROVIDED BY LAW, AND SHALL BE BINDING ON ALL PARTIES AND THEIR SUCCESSORS, AND ALL
PERSONS CLAIMING UNDER THEM, AND FOR THE BENEFIT OF AND LIMITATIONS ON ALL FUTURE
OWNERS OF SAID PROPERTY AND THE SURROUNDING AND DOWNSTREAM AND UPSTREAM
AREAS, THIS DECLARATION BEING IN COMPLIANCE WITH APPLICABLE WETLAND REGULATIONS,
STORMWATER AND DRAINAGE RULES, AND ORDINANCES AS SPECIFIED HEREIN:
1. PURPOSE.
THE PURPOSE OF THIS RESTRICTIVE COVENANT IS TO PERPETUALLY PRESERVE THE
WETLAND(S) AND ASSOCIATED BUFFERS) IN THEIR NATURAL CONDITION. SPECIFICALLY, THIS
COVENANT WILL SERVE TO PROTECT THE WETLAND AND BUFFER AREAS IDENTIFIED IN THE
PERMIT DOCUMENTS.
2. PROHIBITED ACTIONS, ANY ACTIVITY ON, OR USE OF, THE WETLAND AND BUFFER THAT IS
INCONSISTENT WITH THE PURPOSE OF THIS COVENANT IS EXPRESSLY PROHIBITED, BY WAY OF
EXAMPLE, BUT NOT BY WAY OF LIMITATION, THE FOLLOWING ACTIVITIES AND USES ARE
EXPLICITLY PROHIBITED:
I. DIVISION, ANY DIVISION OR SUBDIVISION OF THE WETLAND AND BUFFER AREAS IS
PROHIBITED.
II. COMMERCIAL ACTIVITIES, ANY COMMERCIAL ACTIVITY ON THE WETLAND AND BUFFER
AREAS, EXCEPT FOR PASSIVE RECREATIONAL ACTIVITY, IS PROHIBITED.
III. INDUSTRIAL ACTIVITIES, ANY INDUSTRIAL ACTIVITY ON THE WETLAND AND BUFFER
AREAS IS PROHIBITED.
IV. CONSTRUCTION, THE PLACEMENT OR CONSTRUCTION OF ANY HUMAN-MADE
STRUCTURE OR FEATURE ON THE
WETLAND AND BUFFER AREAS INCLUDING, BUT NOT LIMITED TO, BUILDINGS, FENCES, ROADS,
AND PARKING LOTS IS PROHIBITED.
V. VEGETATION, ANY CUTTING, MOWING, PLOWING, OR REMOVAL OF TREES OR OTHER
VEGETATION IN THE WETLAND AND BUFFER AREAS IS PROHIBITED, EXCEPT FOR THE CUTTING
OR REMOVAL OF TREES WHICH POSE A THREAT TO HUMAN LIFE OR PROPERTY, REMOVAL OF
NON-NATIVE VEGETATION FROM THE WETLAND AND BUFFER AREAS IS PERMITTED, IF
CONDUCTED IN ACCORDANCE WITH AN APPROVED MAINTENANCE PLAN.
VI. LAND SURFACE ALTERATION, ANY ALTERATION OF THE LAND SURFACE IN THE WETLAND
AND BUFFER AREAS IS PROHIBITED, INCLUDING, BUT NOT LIMITED TO, THE PLACEMENT OF
DREGGED OR FILL MATERIAL, EXCAVATION, AND GRADING, IN ADDITION, MINING OF ANY
SUBSTANCE THAT MUST BE QUARRIED OR REMOVED BY METHODS THAT WILL CONSUME OR
DEplete THE SURFACE STATE, INCLUDING, BUT NOT LIMITED TO, THE REMOVAL OF TOPSOIL,
SAND, GRAVEL, ROCK, AND PEAT, AND EXPLORING FOR, DEVELOPING, AND EXTRACTING OIL,
GAS, HYDROCARBONS, OR PETROLEUM PRODUCTS ARE ALL PROHIBITED ACTIVITIES IN THE
WETLAND AND BUFFER AREAS.
VII. UTILITIES, UNLESS INCLUDED AS PART OF THE PERMITTED PLANS, NO UNDERGROUND
OR OVERHEAD UTILITY LINES SHALL BE ALLOWED IN THE WETLAND AND BUFFER AREAS,
INCLUDING, BUT NOT LIMITED TO SEWER, WATER, ELECTRICAL, GAS, TELEPHONE, AND CABLE
TELEVISION. EXISTING LINES MAY REMAIN, BUT ANY PROPOSED MAINTENANCE WORK
REQUIRING INTRUSION INTO WETLAND AND BUFFER AREAS SHALL REQUIRE PRIOR WRITTEN
AUTHORIZATION FROM THE LAKE COUNTY STORMWATERMANAGEMENT COMMISSION ("SMC"),
EXCEPT FOR EMERGENCY REPAIR OF UTILITY LINES THAT POSE A THREAT TO HUMAN HEALTH
AND SAFETY.
VIII. DUMPING, WASTE, DEBRIS, AND UNSIGHTLY OR OFFENSIVE MATERIAL IS NOT ALLOWED
AND MAY NOT BE ACCUMULATED ON THE WETLAND AND BUFFER AREAS.
IX. WATER COURSES, NATURAL WATER COURSES, LAKES, WETLANDS, OR OTHER BODIES
OF WATER MAY NOT BE ALTERED. OFF-ROAD RECREATIONAL VEHICLES, MOTORIZED OFF-ROAD
VEHICLES INCLUDING, BUT NOT LIMITED TO, SNOWMOBILES, DUNE BUGGIES, ALL-TERRAIN
VEHICLES, AND MOTORCYCLES MAY NOT BE OPERATED ON THE WETLAND AND BUFFER AREAS,
EXCEPT ON DESIGNATED TRAILS SHOWN ON THE PERMITTED PLANS.
XI. SIGNS AND BILLBOARDS, BILLBOARDS ARE PROHIBITED. SIGNS ARE PROHIBITED,
EXCEPT THE FOLLOWING SIGNS MAY BE DISPLAYED TO SPECIFICALLY STATE: 1) THE NAME AND
ADDRESS OF THE PROPERTY OR THE OWNER'S NAME; 2) THE AREA IS A PROTECTED
WETLAND/CONSERVATION AREA; 3) PROHIBITION OF ANY UNAUTHORIZED ENTRY
OR USE; OR 4) AN ADVERTISEMENT FOR THE SALE OR RENT OF THE PROPERTY.
3. TERM. THIS COVENANT IS TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES
AND THEIR SUCCESSORS AND ALL PERSONS CLAIMING UNDER THEM, AND ALL PUBLIC
AGENCIES, FOR PERPETUITY FROM THE DATE THESE COVENANTS ARE RECORDED.
4. ENFORCEMENT. ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST
ANY PERSON VIOLATING OR THREATENING TO VIOLATE ANY COVENANT EITHER TO RESTRAIN
VIOLATION OR TO RECOVER DAMAGES. ENFORCEMENT MAY BE UNDERTAKEN BY ANY
GRANTOR OR GRANTEE IN THE CHAIN OF TITLE, ANY ADJOINING PROPERTY OWNER, ANY
PROPERTY OWNER LYING DOWNSTREAM OR UPSTREAM ADVERSELY EFFECTED BY ANY
VIOLATION OR THREAT TO VIOLATE THIS COVENANT, THE HOST MUNICIPALITY, THE SMC, OR
THE U.S. ARMY CORPS OF ENGINEERS ("USACE").
5. REFERENCE. THIS RESTRICTIVE COVENANT SHALL BE REFERENCED ON THE DEED OR OTHER
INSTRUMENTS OF CONVEYANCE FOR SAID PROPERTY.

THE DETENTION BASIN AND WETLANDS WILL BE OWNED AND MAINTAINED BY THE HOA AND THE
VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO PERFORM MAINTENANCE
SHOULD THE OWNER FAIL TO DO SO, AND THE VILLAGE SHOULD BE REIMBURSED FOR ANY
COSTS INCURRED.

PERMISSION TO RECORD CERTIFICATE:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)
I, ROY G. LAWNICZAK, A REGISTERED PROFESSIONAL ILLINOIS LAND SURVEYOR NO.
35 - 2290, DO HEREBY CERTIFY GRANT PERMISSION TO _____ TO RECORD
THIS PLAT AND PROVIDE A COPY OF SAME.

DATED THIS DAY OF _____, A.D. 20__.

BY: _____
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2024
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2025



LAND SURVEYOR'S CERTIFICATION:

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, ROY G. LAWNICZAK, A REGISTERED PROFESSIONAL ILLINOIS LAND SURVEYOR NO.
35 - 2290, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING
DESCRIBED PROPERTY:

PARCEL 1
THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT
THE CENTER OF THE HALF DAY AND MCHENRY ROAD AND THE QUARTER SECTION LINE RUNNING
NORTH AND SOUTH THROUGH THE ABOVE MENTIONED SECTION 21; THENCE RUNNING SOUTH
ALONG SAID QUARTER SECTION LINE 9.93 CHAINS; THENCE EAST 6.55 CHAINS TO THE WEST LINE
OF THE RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILWAY (NOW CALLED MINNEAPOLIS, ST.
PAUL AND SAULT STE. MARIE RAILWAY); THENCE NORTHWESTERLY ALONG SAID WEST LINE OF
SAID RIGHT OF WAY 10.50 CHAINS TO THE CENTER OF THE ABOVE MENTIONED HALF DAY AND
MCHENRY ROAD; THENCE WEST 2.64 CHAINS TO THE POINT OF BEGINNING, IN LAKE COUNTY,
ILLINOIS.

PARCEL 2
THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE
11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON
THE WEST LINE OF THE NORTHEAST 1/4, 1382.3 FEET NORTH OF THE SOUTHWEST CORNER
THEREOF; THENCE NORTH ON SAID WEST LINE OF THE NORTH EAST 1/4, 84.62 FEET; THENCE
NORTHEASTERLY WITH AN ANGLE OF 85 DEGREES 09 MINUTES TO THE RIGHT OF THE LAST
MENTIONED LINE, AS PRODUCED NORTHERLY 413.3 FEET TO THE WESTERLY RIGHT OF WAY LINE
OF THE SOO LINE RAILROAD; THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID
RAILROAD RIGHT OF WAY, 116.2 FEET; THENCE WESTERLY 454.7 FEET TO THE POINT OF
BEGINNING, IN LAKE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE SUBJECT PROPERTY IS DESIGNATED AS UNSHADED ZONE "X",
DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS
SHOWN IN THE FLOOD INSURANCE RATE MAP (FIRM) THE VILLAGE OF BUFFALO GROVE, ILLINOIS,
COMMUNITY NUMBER 170357, PANEL NUMBER 0286K, MAP 17097C0254K EFFECTIVE DATE
SEPTEMBER 18, 2013, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

THE PLAT HEREON DRAWN IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND
ACCURATELY DEPICTS SAID PROPERTY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS
THEREOF. I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THIS PLAT HEREON DRAWN IS
SITUATED WITHIN THE CORPORATE LIMITS OF A MUNICIPALITY WHICH HAS ADOPTED A
COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY
DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE.

I FURTHER CERTIFY THAT NO PART OF THE PROPERTY COVERED BY THIS PLAT OF SUBDIVISION IS
SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR WATER COURSE SERVING A TRIBUTARY
AREA OF 640 ACRES OR MORE.

I FURTHER CERTIFY THAT MONUMENTS DESIGNATED IRON PIPES AND / OR CONCRETE
MONUMENTS ON THIS PLAT HAVE BEEN SET AT ALL LOT CORNERS.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A
BOUNDARY SURVEY.

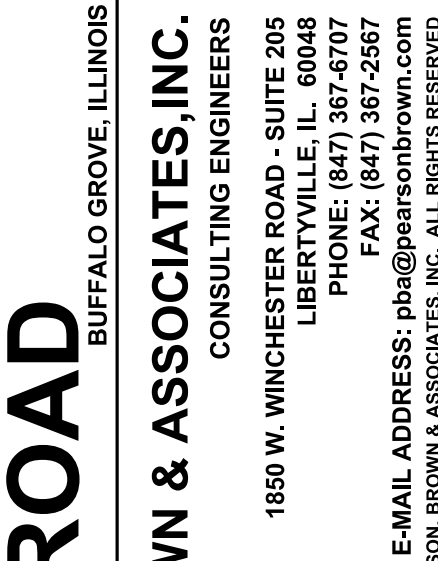
DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A
TEMPERATURE OF 68 DEGREES FAHRENHEIT.

GIVEN UNDER MY HAND AND SEAL THIS 2nd DAY OF MAY, 2024 AT RIVER FOREST, ILLINOIS.

BY: _____
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2024
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2025



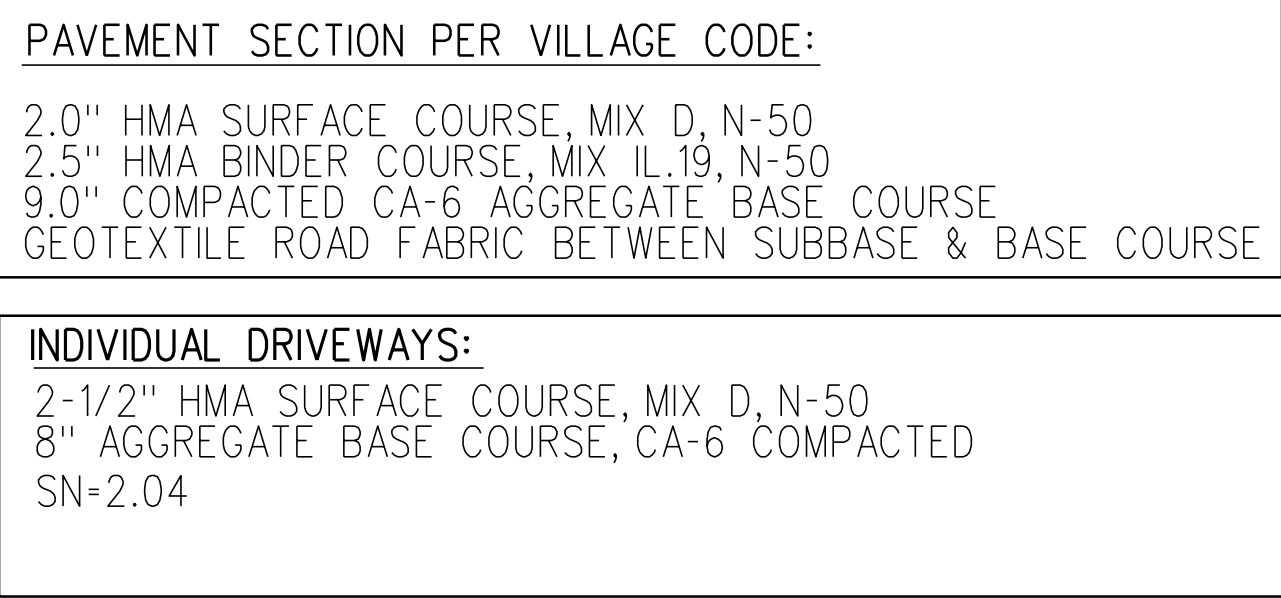
PROJECT No.: 2022-30698-1	PLAT PREPARED FOR: CORNERSITE LLC 3190 DOOLITTLE DR. NORTHBROOK, IL 60062 TEL. 847-230-1344	PLAT PREPARED BY: UNITED SURVEY SERVICE, LLC CONSTRUCTION AND LAND SURVEYORS 7710 CENTRAL AVENUE, RIVER FOREST, IL 60305 TEL.: (847) 299 - 1010 FAX : (847) 299 - 5887 E-MAIL: USURVEY@USANDCS.COM	NO.	REVISIONS	DATE
ISSUE DATE: 05/01/2023			1	REVISED	4/18/24
SCALE: 1"=30'			2	REVISED	5/2/24
SHEET NUMBER 1 OF 2			3		
			4		
			5		
			6		



GEOMETRICS PLAN

SHEET NUMBER

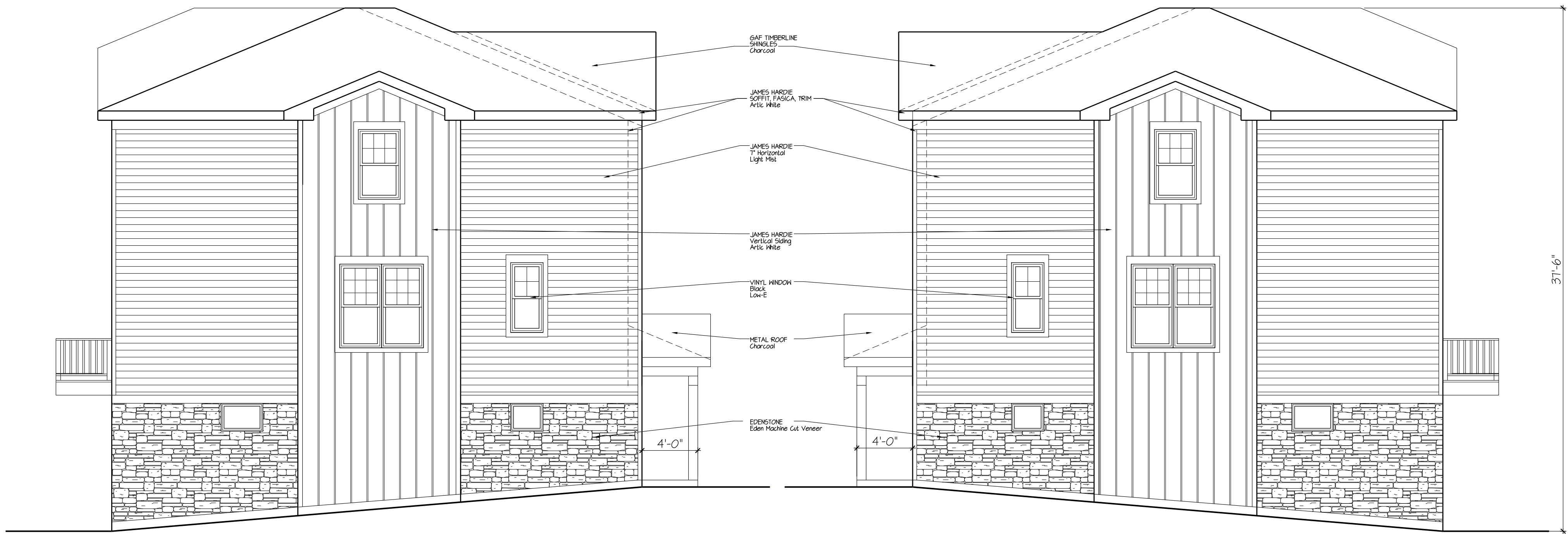
OF 12 SHEETS





FRONT ELEVATION - plan 1

Building 1, 6, 7



LEFT SIDE ELEVATION

RIGHT SIDE ELEVATION

JOHN NELSON – ARCHITECT, INC.

CBO ARCHITECT NCARB

1420 WHISPERING SPRING CIRCLE
Palatine, Illinois 60074
Jesus Serrato Ph: 847.815.8557


Jesus Serrato
847.815.8557

NO.	DATE	BY	ISSUED FOR
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

Prairie Pointe
Townhomes
N. Prairie Road
Buffalo Grove, Illinois
Exterior Elevations - plan 1 - 2.5 Story

DATE:	4/15/24
DRAWN:	LE
CHECKED:	JS
PROJECT NO.	2024-03

Sheet No.

A1



REAR ELEVATION

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JOHN NELSON – ARCHITECT, INC.
CBO ARCHITECT NCARB
1420 WHISPERING SPRING CIRCLE
Palatine, Illinois 60074
Jesus Serrato Ph: 847.815.8557



Jesus Serrato
847.815.8557

NO.	DATE	BY	ISSUED FOR
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-

Prairie Pointe
Townhomes
N. Prairie Road
Buffalo Grove, Illinois
Rear Elevation - plan 1 & 2

DATE:	4/15/24
DRAWN:	LE
CHECKED:	JS
PROJECT NO.	2024-03

Sheet No.

A2

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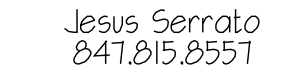
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Sheet No.

A3

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**Prairie Pointe
Townhomes**
N. Prairie Road
Buffalo Grove, Illinois
Floor Plan

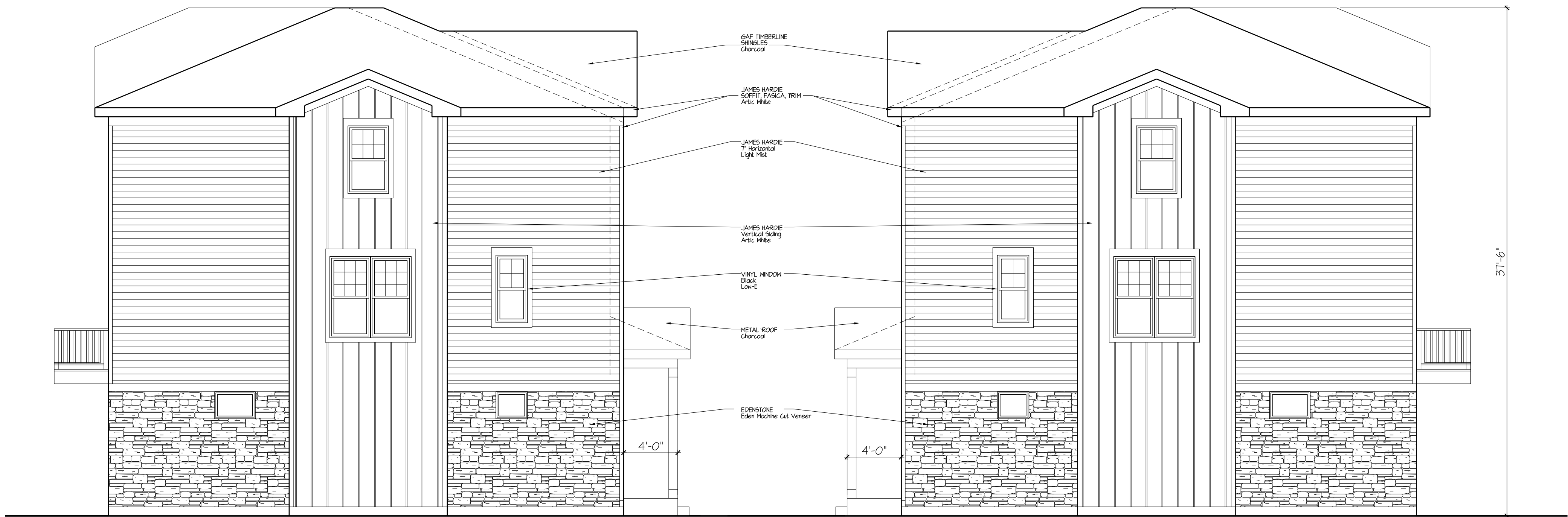


JOHN NELSON – ARCHITECT, INC.
CBO ARCHITECT NCARB
1420 WHISPERING SPRING CIRCLE
Palatine, Illinois 60074
Jesus Serrato Ph: 847.815.8557



FRONT ELEVATION - plan 2

Building 2, 3, 4, 5



LEFT SIDE ELEVATION

RIGHT SIDE ELEVATION

JOHN NELSON – ARCHITECT, INC.
CBO ARCHITECT NCARB
1420 WHISPERING SPRING CIRCLE
Palatine, Illinois 60074
Jesus Serrato Ph: 847.815.8557

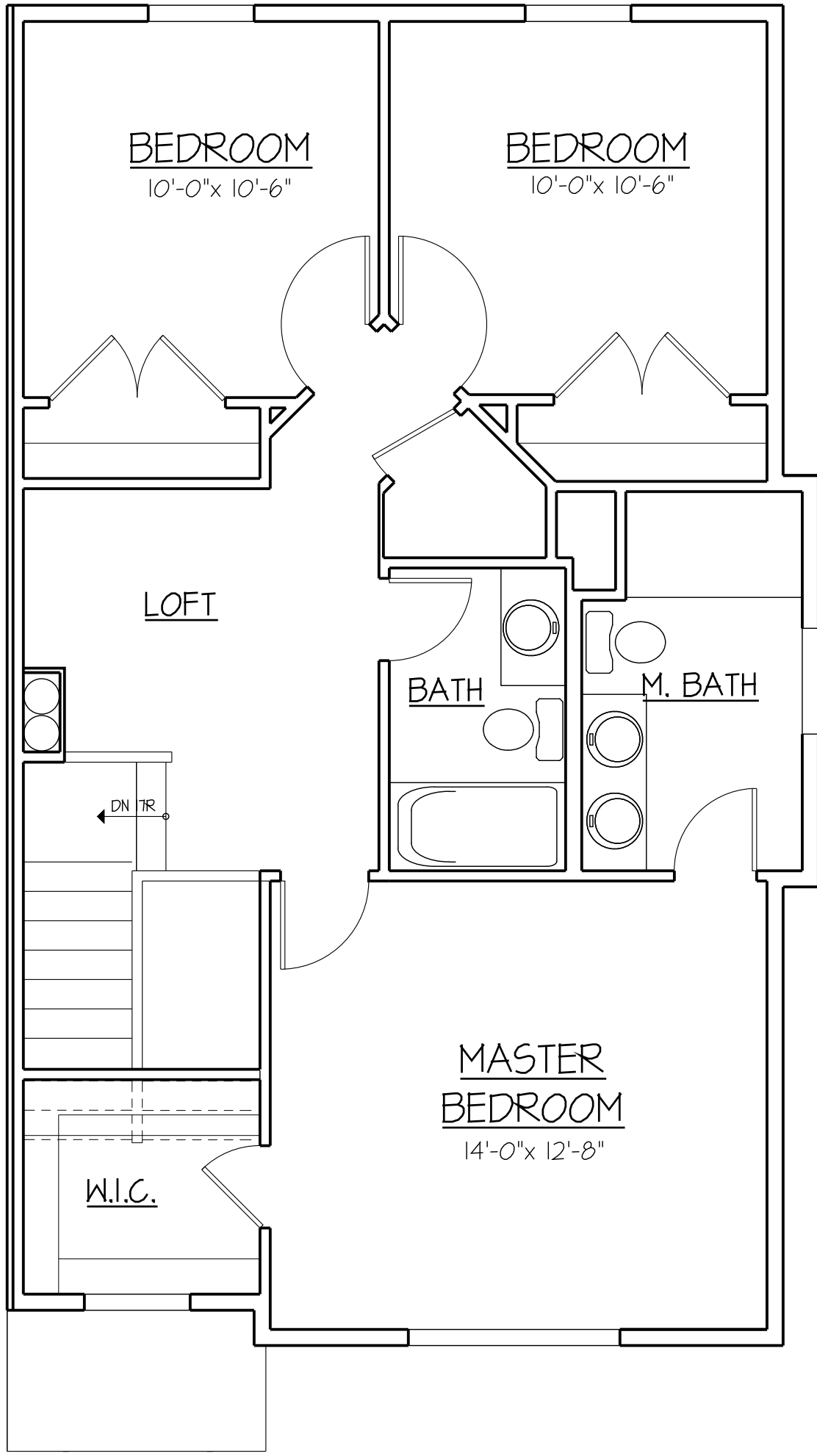

Jesus Serrato
847.815.8557

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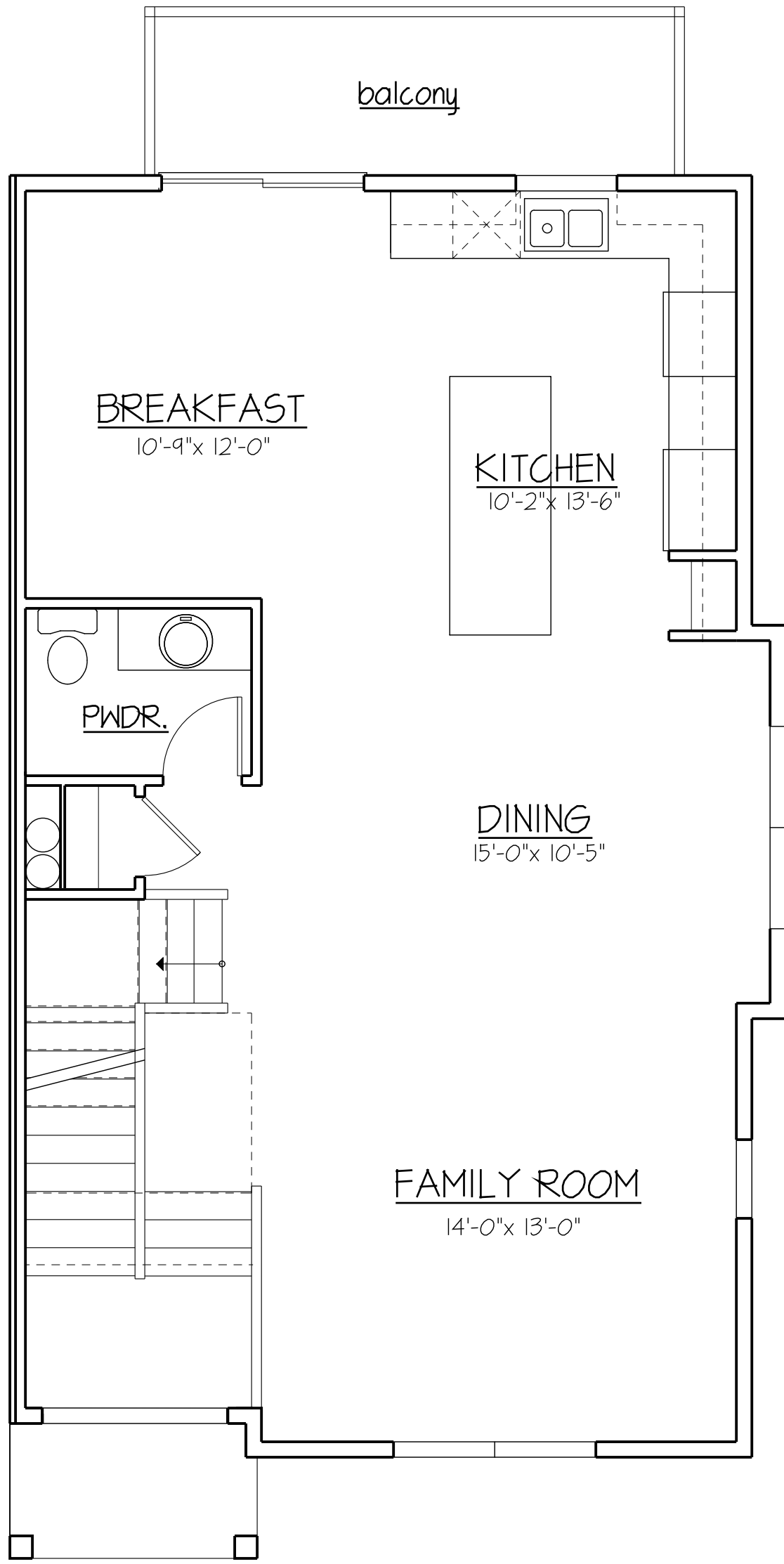
Prairie Pointe
Townhomes
N. Prairie Road
Buffalo Grove, Illinois
Exterior Elevations - plan 2 - 3-story

DATE:	4/15/24
DRAWN:	LE
CHECKED:	JS
PROJECT NO.	2024-03

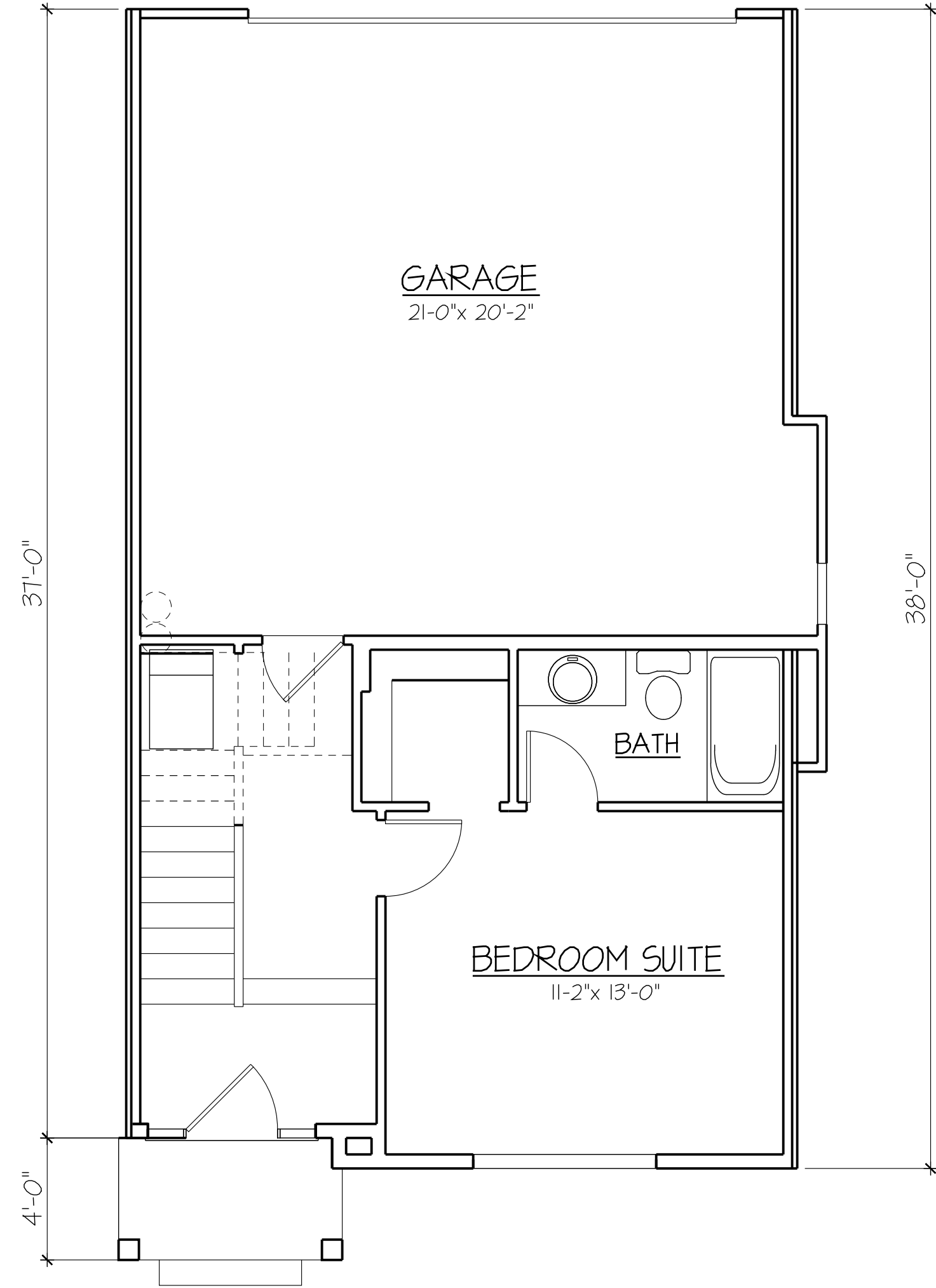
Sheet No.
B1



SECOND FLOOR PLAN 768 sq. ft.



FIRST FLOOR PLAN - 2 834 sq. ft.



LOWER LEVEL PLAN - 2 370 sq. ft.

Prairie Pointe
Townhomes
N. Prairie Road
Buffalo Grove, Illinois
Plan 2 - Floor Plan

DATE:	4/15/24
DRAWN:	LE
CHECKED:	JS
PROJECT NO.	2024-03

Sheet No.

B2

NO.	DATE	BY	ISSUED FOR
1	11-15-23	JS	PRELIM PLAN
2	12-15-23	JS	REVISED PLAN
3	01-15-24	JS	REVISED PLAN
4	02-15-24	JS	REVISED PLAN
5	03-15-24	JS	REVISED PLAN
6	04-15-24	JS	REVISED PLAN
7	05-15-24	JS	REVISED PLAN
8	06-15-24	JS	REVISED PLAN
9	07-15-24	JS	REVISED PLAN
10	08-15-24	JS	REVISED PLAN
11	09-15-24	JS	REVISED PLAN
12	10-15-24	JS	REVISED PLAN



Jesus Serrato
847.815.8551

JOHN NELSON – ARCHITECT, INC.

CBO

ARCHITECT

NCARB

1420 WHISPERING SPRING CIRCLE
Palatine, Illinois 60074
Jesus Serrato Ph: 847.815.8557



Attachment: Exhibit B, Plan Set (O-2024-69 : Approving Amdmt to the Res PUD, Final Plat of Sub, and



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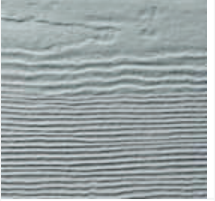


Attachment: Exhibit B, Plan Set (O-2024-69 : Approving Amdmt to the Res PUD, Final Plat of Sub, and



DATED : APR 23 2024

PROJECT PRAIRIE POINTE SUBDIVISION

MATERIAL SUMMARY					
	MATERIAL TYPE	MANUFACTURE	PRODUCT	CUT SHEET	REF
1	EXTERIOR STONE	EDEN STONE	EDEN MACHINE CUT VENNER	ATTACHED	
2	WINDOW	JELDWEN	DUAL PANE	ATTACHED	
3	SIDING	JAMES HARDIE	VERTICAL SIDING	ATTACHED	
4	ROOF	GAF TIMBERLINE	Charcoal	ATTACHED	
5	SIDING	JAMES HARDIE	HORIZANTAL SIDING	ATTACHED	
6	METAL ROOF	GIBRALTOR	SM- RIB #	ATTACHED	

Attachment: Exhibit B. Plan Set (O-2024-69 : Approving Amdmt to the Res PUD, Final Plat of Sub, and Prelim Plan at 22771 & 22825 Prairie



EDEN MACHINE CUT VENEER



PACKAGING

Full Veneer - 3000lbs or 4000lbs on wooden pallets with stretch wrap

Thin Veneer - Small boxes include 8 sqft per box for flats or 6 lft per box for corners. Large crates include 120 sqft for flats or 70 lft for corners.

ASTM C97

Max. Water Absorption 0.20%

Min. Density 170 pcf

ASTM C 170

Min. Compressive Strength 33,000 psi

GEOLOGY

Dolomitic Limestone

ORIGIN

Eden, WI

DESCRIPTION

Machine splitface. Natural cleft top and bottom. Snapped ends.

COLOR

White to light gray, buffens as it ages

COVERAGE

Full Veneer - Approximately 38 sqft per ton

LENGTHS

Random 8 to 36 inches (203 to 914 mm)

HEIGHTS

Full Veneer - Random heights between 2 to 6 inches (51 to 152 mm), 6 to 9 inches (152 to 229 mm), or 9 to 12 inches (229 to 305 mm)

Thin Veneer - Random heights between 2 to 6 inches (51 to 152 mm), 6 to 9 inches (152 to 229 mm)

WEIGHT

Approximately 173 lbs per cubic foot

THICKNESS

Full Veneer - 3-1/2 to 4-1/2 inches (89 to 114 mm) with some up to 5 inches (127 mm) maximum

Thin Veneer - 3/4 to 1-1/2 inches (19 mm to 38 mm)

Eden-Valders Stone
www.evstone.net

W4520 Lime Rd. Eden, WI 53019
(920) 477-2521
318 W Washington St. Valders, WI 54245
(920) 775-4151

HardiePlank® Lap Siding Product Description

HardiePlank lap siding is factory-primed fiber-cement lap siding available in a variety of styles and textures. Please see your local James Hardie® product dealer for product availability. HardiePlank® lap siding comes in 12 ft. lengths. Nominal widths from 5 1/4 in. to 12 in. create a range of exposures from 4 in. to 10 3/4 in.

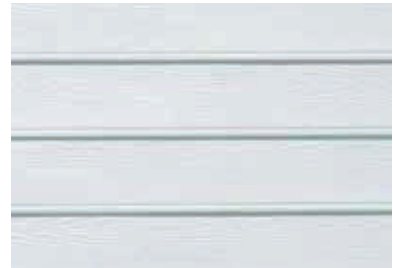
HardiePlank lap siding is also available with ColorPlus® Technology as one of James Hardie's prefinished products. ColorPlus Technology is a factory applied, oven-baked finish available on a variety of James Hardie siding and trim products. See your local dealer for details and availability of products, colors and accessories.



Select Cedarmill®



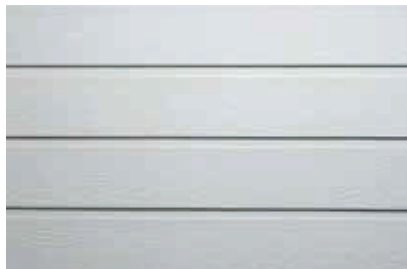
Smooth



Beaded Cedarmill®



Beaded Smooth



Custom Colonial Roughsawn®



Custom Colonial Smooth®



GAF

TimberlineHDZ[®]

High Definition[®] Lifetime[†] Shingles



As featured on *This Old House*, the Timberline HDZ[®] Shingles installed here are Oyster Gray.

Millions of families have found shelter and peace of mind under a Timberline[®] roof.

And now, a good thing just got even better again.

We protect what matters most[™]

GAF

GIBRALTAR

SPECIFICATIONS

SM-RIB ROOFING PANELS

#987637

29 Gauge Galvalume Steel • 12 ft. lengths • Polyester Paint over Primer**Slate****Code Approvals¹**UL Fire Resistant Directory **#R20735**Florida Building **#FL-11175.1**

1. Code Approval numbers may have changed since publication. For the most recent code approval numbers, contact our Technical Department or refer to the appropriate code agency.

Testing Data & SpecificationsAccelerated Testing 2000 hours - **ASTM G23**Salt Spray Testing 1000 hours - **ASTM B117**Fire Testing - **ASTM E108** or **UL 790**Wind Driven Rain - **TAS 100**

THE PERMAN GROUP

PUBLIC AFFAIRS STRATEGY
PUBLIC POLICY COMMUNICATIONS

May 23, 2024

Mr. Ram Prashantha
Projades, LLC
33 W. Higgins Rd., Suite 723-25
South Barrington, IL 60010

Dear Mr. Prashantha:

The Perman Group was asked by Projades to evaluate the fiscal/economic impact of a proposed residential development called Prairie Pointe to be built at 22771-22825 Prairie Rd. in Buffalo Grove, IL. The proposed project consists of: 41 for-sale townhomes within Seven, 2-story buildings (Six, 6-unit buildings and one, 5-unit building) on 4.25 acres in Buffalo Grove. The property is located in the South Subarea featured in the Prairie View Station Area Plan, which was adopted by the Village of Buffalo Grove as part of its Comprehensive Plan in 2019.

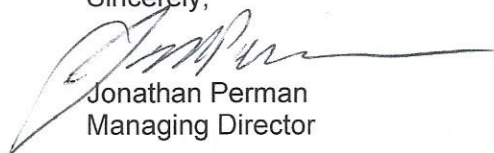
The units are expected to range between 1,800-2,000 square feet and will include 3 and 4 bedrooms, a den, 2 ½ bathrooms, and a rear-loaded two-car garage. With an estimated average sale price of \$575,000., the townhomes would appeal to young families, empty-nesters looking to downsize, or anyone seeking a convenient location near the North Central Service Metra train line.

Our evaluation includes: the absorption rate and projected population, the tax revenues that will accrue to the Village of Buffalo Grove and the other local taxing bodies, the attendant costs to those taxing bodies, the net present value of net revenues to the taxing bodies over 13 years, and our conclusions of the fiscal impact from the proposed project that will benefit the Buffalo Grove community.

Besides our internal calculations using well-recognized formulas, we based our conclusions on data provided by Projades; formulas from both the Illinois School Consulting/Associated Municipal Consultants, Inc. (1996); and from Rutgers University, Center for Urban Policy Research, Residential Demographic Multipliers, Estimates for the Occupants of New Housing, June 2006, and other sources identified in the report.

The Village of Buffalo Grove, Stevenson High School District 125 and Lincolnshire-Prairie View District 103, and the other taxing bodies, such as the Vernon Area Public Library District, will see significant dollars resulting from the project when it is fully occupied. Before the project is complete, the Village of Buffalo Grove will benefit from substantial construction and permit fees.

Sincerely,



Jonathan Perman
Managing Director

1.0 Absorption Rates, Population and School Age Estimates (Table 1)

The absorption rate assumes the following schedule for the residential units. It is based on the developer's projections today for regulatory approval, construction, and a marketing campaign for the sale of the units.

2025	Construction
1 st Q 2026	Occupancy begins
End of 2026	Occupancy reaches 100%

The project expects to have a full population of 110. This number is reached by using a weighted average of household size based on the type of unit, according to formulas from Rutgers University, Center for Urban Policy Research, Residential Demographic Multipliers, Estimates for the Occupants of New Housing, June 2006. Their formulas are specifically for Illinois public school districts and unlike some other studies, use explicit estimates for single-family attached 3- and 4-bedroom structures. It assumes 21 units are 3BR and 20 units are 4 BR, which is the ratio we understand the developer is planning.

With regard to school age population, we used the same study with the following estimates:

**3 BR attached townhomes generate: .09 public K-8 grade school students/unit
.06 public high school students/unit**

**4 BR attached townhomes generate: .39 public K-8 grade school students/unit
.17 public high school students/unit**

For Prairie Pointe, this calculates to:

**21 3 BR units for a total of: 1.9 public K-8 grade school students
1.3 public high school students**

**20 4 BR units for a total of: 7.8 public K-8 grade school students
3.4 public high school students**

The total student populations would be 10 elementary school students and 5 high school students.

The Village of Buffalo Grove Code, by contrast, uses formulas from 1996 Ehlers study that are 28 years old and that project the following:

**3 BR attached townhomes generate: .292 public K-8 grade school students/unit
.059 public high school students/unit**

**4 BR attached townhomes generate: .476 public K-8 grade school students/unit
.173 public high school students/unit**

For Prairie Pointe, this calculates to:

**21 3 BR units for a total of: 6.42 public K-8 grade school students
1.45 public high school students**

**20 4 BR units for a total of: 9.52 public K-8 grade school students
3.46 public high school students**

The total student populations would be 16 elementary school students and 5 high school students.

Given this data, we have elected to use the more recent Rutgers Univ. 2006 estimates for school children. While our 3 BR estimates round up to 10, we have added one more student for a total of 11 elementary students. Our estimates of high school students comport with the Ehlers study but considering the proximity of the project to Stevenson High School, we have added one more student for a total 6 high school students. Thus, our study yields the following:

**21 3 BR units for a total of: 3 public K-8 grade school students
2 public high school students**

**20 4 BR units for a total of: 8 public K-8 grade school students
4 public high school students**

Thus, the proposed Prairie Point development is expected to yield: **11 K-8 students**, and **6 high school students**.

2.0 Taxable Revenue Projections (Table 2)

2.1 Property Taxes

Based on the last Lake County quadrennial reassessment (2023), at 22771-22825 Prairie Rd., the taxes paid on the property in 2024 (for the 2023 tax year) was \$17,226.

Future quadrennial reassessment years occur in 2027, 2031, and every four years thereafter. Taxes based on the reassessment are due in the following years, respectively.

Property taxes are adjusted in the study in the year after any change in use or reassessment.

The study uses a 3% growth rate in assessment for a compounded 4-year increase between reassessments of 12.55%.

Since the property has never been developed and has largely been used for passive purposes, and since there are few attached townhomes for sale in Buffalo Grove, developing an estimate for the development's property taxes has been calculated using the following methods.

Effective Tax Rate Model

The Civic Federation of Chicago in March 2023, released its yearly report of effective tax rates in the Chicago metro area. An effective tax rate is the actual dollars paid by the taxpayer as a percentage of true market value. Buffalo Grove's effective tax rate for the 2019 tax year is 3.09%. Our small survey of comparable existing attached townhomes in Buffalo Grove shows effective tax rates of around 2.8%. For purposes of this report, we have used a 3.0% effective tax rate.

The developer estimates the true market value of the property, when the 41 attached townhomes are completed to be \$23,575,000, based on an average sales price of \$575,000 per unit. At a 3.0% effective tax rate, the property taxes would be **\$707,250**, when the development is fully occupied in 2026, more than 41 times more than the property taxes paid in 2024.

In the 2022 tax year (paid in 2023), Lincolnshire-Prairie View School District #103 accounted for 37.4% of a property tax bill and Stevenson High School District #125 accounted for 36.2% of a tax bill. The Lincolnshire-Riverwoods Fire Protection District is 9.7% of the tax bill. The Vernon Area Library District is 3.6% of the tax bill. The Township of Vernon is 1.1% of the tax bill. Other tax districts for Lake account for the remaining 12%.

Beginning in 2023 (paid in 2024), the following distribution is used for the developed property's tax bill, based on the 2023 tax bill for Buffalo Grove properties near the project's land.

Village of Buffalo Grove = 8.8%
 School District #103 = 34.5%
 School District #125 = 32.6%
 Lincolnshire-Riverwoods Fire Protection District = 8.8%
 Vernon Area Library = 3.3%
 Twp. Of Vernon = 1.2%
 All other Lake County Taxing Districts = 10.8%

Beginning in 2024 (paid in 2025), the study assumes the following distribution:

Village of Buffalo Grove = 9.1%
 School District #103 = 35.8%
 School District #125 = 33.8%
 Buffalo Grove Park District = 5.5%
 Vernon Area Library = 3.4%
 Twp. Of Vernon + Roads & Bridge = 1.4%
 All other Lake County Taxing Districts = 11.1%

The additional property taxes generated by the project will increase the tax base for all of the taxing bodies cited above. Whether those taxing bodies choose to increase their levy to capture those incremental taxes or hold their levy constant (and reduce the amounts area residents have to pay) is a policy choice for each taxing body.

2.2 Household Income of Residents Living in Project (Table 3)

The median household income in the project is about \$190,000 when the development is opened in 2026. This is derived by taking the median value of a home in Buffalo Grove (\$380,700) according to the U.S. Census Bureau American Community Survey (2022) divided by median household income in Buffalo Grove (\$127,553), which provides a 3-1 ratio of home value to income or \$191,667. We also calculated the yearly income needed to acquire a 30-year conventional mortgage at 7% interest on a home valued at \$575,000, including property taxes of \$17,500 plus home insurance. That equated to \$187,423 as the necessary yearly income. The growth in household income is estimated at 3% per year.

2.3 Sales Taxes from Residents Living in the Project (Tables 2 & 4)

The study assumes the average household spends 20% of their annual income on convenience goods, of which 70% are purchased locally. The study also assumes the average household spends 10% of their annual income on comparison goods, of which 30% is purchased locally.

So, for example, in 2027, when the project is fully occupied, it is expected that the Village of Buffalo Grove will receive \$665 per household x 41 households = **\$27,265 (see Table 4)**. The study conservatively estimates in 2026, only 50% of sales tax revenue of the later years, when the development is fully occupied for the entire year.

The sales tax revenues identified here are only for direct spending by residents and do not include anticipated visitor spending or further economic benefits that often occur as new residents create demand for new businesses or expansion of existing businesses.

The study uses a 3% growth rate for each year.

Sales taxes include both the 1% municipal sales tax (returned from the state) and the 1% Home Rule sales tax.

2.4 State Share Local Use Tax (Table 2)

The Village is expected to receive in 2024, \$1,730,000 or \$109.74 per household. The evaluation has kept the state income tax revenues level through the study period and bases it on the current Village of Buffalo Grove household population and the number of units occupied in Prairie Pointe.

The study assumes a one-year lag for receiving state local use taxes so that in 2027, one year after the development is fully occupied, the Village of Buffalo Grove will receive \$4,499.

2.5 State Income Taxes (Table 2)

State income tax estimates are based on the total population absorption rates cited earlier. The Village of Buffalo Grove is budgeted to receive \$6,530,000 in its share of state income taxes in 2024 (Village of Buffalo Grove Budget). The study assumes a one-year lag for receiving state income taxes.

The most recent U.S. Census household population estimate for Buffalo Grove is 15,764 (2018-22). That amounts to \$414 per household x 41 units = **\$16,974**, the income tax generated for the Village of Buffalo Grove, in the year (2027), one year after the building is fully occupied. The evaluation has kept the state income tax revenues level through the study period and bases it on the current Village of Buffalo Grove household population and the number of units occupied in Prairie Pointe.

2.6 Motor Fuel Tax (Table 2)

In 2024, the Village of Buffalo Grove is budgeted to receive \$1,814,900 in motor fuel taxes from the State of Illinois, plus \$682,700 from its local tax for a total of \$2,497,600. This amounts to \$158.44 per household.

Since Buffalo Grove will not capture additional motor fuel taxes from the project until after it is occupied, we do not show motor fuel tax revenue until 2027. So, for example, in 2027, when the project is fully occupied, it is anticipated the Village of Buffalo Grove will receive an estimated $\$158.44 \times 41$ household units = **\$6,496**, annually.

The study assumes a one-year lag for receiving state motor fuel taxes. The evaluation has kept the state motor fuel tax revenues level through the study period because of the uncertainties in driving behavior in the future. Also, even though most of the households in Prairie Pointe will own cars, they still will also take taxis and ridesharing vehicles which will purchase motor fuel.

2.7 Utility Taxes (Table 2)

In 2024, the Village of Buffalo Grove is budgeted to receive tax revenue from the combined accounts of Electric Use Tax and Natural Gas Utility Tax, totaling \$2.7 million. In 2026, when the building is fully occupied, the Village of Buffalo Grove is expected to generate $\$2,700,000 / 15,764$ households = \$171.28 per household. So, multiplying $\$171.28 \times 41$ units = **\$7,022** annually.

The study assumes immediate collection of utility taxes. The evaluation has kept the utility tax revenues level through the study period because of the uncertainties in consumer behavior in the future with respect to electricity and natural gas.

2.8 Telecommunications Taxes (Table 2)

In 2024, the Village of Buffalo Grove is budgeted to receive \$650,000 from the Telecommunications Tax. In 2026, when the building is fully occupied, Buffalo Grove is expected to generate $\$650,000 / 15,764$ households = \$41.23 per household. So, multiplying $\$41.23 \times 41$ units = **\$1,690** annually.

The study assumes immediate collection of telecommunications taxes. The evaluation has kept the telecommunications tax revenues level through the study period because of the uncertainties in consumer behavior in the future with respect to telecommunications usage.

2.9 Buffalo Grove Library District Fees (Table 2)

The Village of Buffalo Grove, according to its municipal code, levies a fee of \$93.85/person for library services. With 110 new residents in the development at \$93.85 each, that will yield \$10,323 annually to the Indian Trails Public Library District.

The study assumes immediate collection of public library fees. The evaluation has kept these fee revenues level through the study period because of the uncertainties in how the fees will be assessed in the future.

2.10 Buffalo Grove School, Parks, and Library Donations (Table 2)

Based on the Village of Buffalo Grove's requirements for school and parks donations, the project will provide a Cash in Lieu of Land payment in the amounts as follows for Single Family Attached 3 BR & 4 BR units:

Elementary School District #103 (grades K-8): $\$965.03 \times 21$ 3 BR units = \$20,265.63
 High School District #125: $\$179.57 \times 21$ 3 BR units = \$3,771
 Elementary School District #103 (grades K-8): $\$1,602.03 \times 20$ 4R units = \$32,040.60
 High School District #125: $\$526.52 \times 20$ 4 BR units = \$10,530.40

Parks B (\$4,186.00) $\times 21$ 3 BR units = \$87,906
 Parks B (\$5,503.75) $\times 20$ 4 BR units = \$110,075

Library: $\$224.49 \times 21$ 3 BR units = \$4,714.29
 Library: $\$295.16 \times 20$ 4 BR units = \$5,903.20

The study assumes these donations will be made in 2025.

2.11 Construction and Other Permit Fees (Table 2)

Construction Fees, as well as fees for inspections, occupancy, electric permits, plumbing water/sewer, gas piping, mechanical permits, lift fees, signs and awnings fees, fire plan reviews, zoning and plan review fees, and other municipal fees associated with the construction that are charged to the developer by the Village of Buffalo Grove are estimated to be a total of at least **\$250,000 over two years (2024-2025)**. At this stage of development process, this is an estimate based on the kinds of fees seen in similar projects of this size in Chicago's North Suburbs, and the estimate is intentionally low given the lack of information available now.

3.0 Public Expenses Projections

3.1 Village of Buffalo Grove Expenses (Table 5)

The cost to the Village of the additional 110 residents is calculated as follows. Included were all major budget categories.

Total FY 2023 estimated actuals budget = \$110,411,810.

The costs are then adjusted downward to fairly distribute the costs of public services between residential and non-residential uses. The study estimates 41.4% can be attributed to servicing single-family residential uses (CMAQ Community Data Snapshot, Buffalo Grove, 2023). Therefore, the \$110,411,810 in relevant municipal expenditures is expressed as the 41.4% attributed to residential land use. $110,411,810 \times .414 = \$45,710,489/42,482 \text{ population} = \$1,076 \text{ average cost per new resident}$.

The report also takes into account that Prairie Pointe is a Smart Growth development and therefore the incremental costs of providing services to such a project are less than in typical single-family neighborhoods where the relatively larger acreage results in a higher cost of service per capita. According to a 2013 Smart Growth America study, "Building Better Budgets: A National Examination of the Fiscal Benefits of Smart Growth Development", the cost of providing upfront infrastructure for smart growth developments is about 1/3 less than conventional suburban developments and the ongoing delivery of municipal services is 10% less.

Smart Growth development is characterized, according to the study, "by more efficient use of land, a mixture of homes, businesses and services located closer together; and better connections between streets and neighborhoods". It also notes that more walkable neighborhoods and more public transportation options as features of Smart Growth.

The proposed development meets the characteristics of Smart Growth development and therefore our study decreases the yearly municipal cost to servicing the 110 new residents by 10%.

$\$1,076 \times 110 \text{ new residents} = \$118,360 \text{ minus } 10\% (11,836) = \$106,524 \text{ yearly municipal cost to the Village of Buffalo Grove.}$

A three percent growth rate in expenses is used per year, and is adjusted from the 2023 baseline.

So, for example, in 2026, when the project is fully occupied, the cost to the Village will be **\$116,402**.

4.0 School Impact Fiscal Analysis (Table 6)

The proposed project is in the Lincolnshire-Prairie View elementary School District #103 and Stevenson High School District #125, and the study assumes all school children generated from the property will attend those schools – although we do know some families may choose parochial or private schools.

The pro-rata share of property taxes collected for Prairie Point will go directly to these two school districts.

As noted earlier, once the project is completed in 2025, we assume Lincolnshire-Prairie View School District #103 will be 35.8% of a property tax bill and Stevenson High School District #125 accounted for 33.8% of a tax bill, based on the latest property tax bill available (2023). The report uses these same percentages of tax bills throughout the study period. We also assume an annual 3% increase in school operating costs per pupil. We also assume that in 2026, about half of the total students will be enrolled compared to 2027 and beyond as sales of the townhomes will be made throughout the 2026 year.

Using the formulas cited earlier the proposed development is expected to yield **11 elementary school age children** and **6 high school students** (see Table 1).

Over the course of the study period, 2026-2036, the Lincolnshire-Prairie View District #103 will receive **\$114,863 in net property tax revenue + the school donation**.

Stevenson High School District #125, between 2026-2036, will receive **\$810,153 in net property tax revenue + the school donation**.

The operating expense per student in 2023 in District #103 was \$18,029; and in District #125 it was \$24,175, according to the Illinois School Report Card.

Therefore, in 2027, when the project is fully occupied, we estimate the cost of 11 elementary school students @ \$21,737 each = \$239,107. We estimate the cost of 6 high school students @ \$27,210, each = \$163,260.

Conclusions

The proposed Prairie Pointe project offers significant new positive fiscal impact to the Village of Buffalo Grove and its school districts. Consider first the current property yields only **\$14,478** in property tax revenue. The new development, by contrast, offers **\$707,260** in property tax revenue in 2027 (see Table 2). By 2029, property tax revenue will have grown to **more than \$750,000 annually**. As with residential projects of this type, most of this new revenue will be in the form of new property taxes but there will be considerable other kinds of revenue too (see Table 2).

Analyzing the new revenue of each of the major taxing bodies, the study finds the Village of Buffalo Grove receiving an immediate infusion of new dollars from the construction building permit fees of more than **\$250,000 over two years**. **Starting in 2027, the Village of Buffalo Grove is predicted to receive more than \$138,000 of new revenue and that figure will ramp up to over \$156,000 annually by 2033** (see Table 5).

Whenever a new residential development is constructed, there are attendant costs to the major taxing bodies. For the Village of Buffalo Grove, those costs are for some nominal additional services necessary to accommodate increases in population resulting from the new development (see Table 5). Nonetheless, **the project is a net positive for the Village over the 13-year period with more than \$342,000 in net revenue.**

Looking at the expected Net Revenue for the project (see Table 7); the first year (2024) brings **\$142,226**, mainly from building permit and impact fees. By 2030, the annual Net Tax Revenue is **\$278,969**, primarily from property taxes (see Table 7).

Even more striking is **the proposed project is estimated to generate over \$3.1 million of new Net Revenue in 13 years** to the Village of Buffalo Grove and the two school districts and other taxing bodies (see Table 7).

On a Net Present Value basis, the project's tax and fee revenue (2024-2036) is worth \$1,991,859, using a discount rate of 6% (see Table 7).

From a benefit/cost perspective, the proposed project is a winner for both the local governmental taxing bodies and for the Buffalo Grove economy. With no real economic activity on the property, this project offers a substantial opportunity to create jobs, local income, and tax revenue.

Table 1
Absorption Rates, Population, and School Age

Type of Unit	Available Units	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
3 BR Townhome	21	21	21	21	21	21	21	21	21	21	21	21
4 BR Townhome	20	20	20	20	20	20	20	20	20	20	20	20
Total	41	41	41	41	41	41	41	41	41	41	41	41

Type of Unit	Population	75%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
3 BR Townhome	2.28 persons/unit	36	48	48	48	48	48	48	48	48	48	48
4 BR Townhome	3.09 persons/unit	46	62	62	62	62	62	62	62	62	62	62
Total		82	110	110	110	110	110	110	110	110	110	110

Elementary School Age	6	11	11	11	11	11	11	11	11	11	11	11
High School Age	3	5	5	5	5	5	5	5	5	5	5	5
Total School Age	9	16	16	16	16	16	16	16	16	16	16	16

Table 2
Estimated Project Tax Revenue

Type of Tax	2023	2024	2025	2026	2027	2028	2029
Residential Property Tax	0	0	0		707,260	728,478	750,332
Land Property Tax	14,478	17,226	17,743	18,275			
Total Property Tax	14,478	17,226	17,743	18,275	707,260	728,478	750,332
Sales Tax from Residents Living in the Project	0	0	0	12,920	27,281	28,099	28,942
State Share Local Use Tax					4,499	4,499	4,499
State Income Tax	0	0	0	0	16,974	16,974	16,974
Motor Fuel Tax	0	0	0	0	6,496	6,496	6,496
Utility Tax	0	0	0	7,022	7,022	7,022	7,022
Telecommunications Tax	0	0	0	1,690	1,690	1,690	1,690
Library Fees				10,323	10,323	10,323	10,323
Construction Permit Fees, Inspections		125,000	125,000				
Parks & Library Donations		0	208,598	0	0	0	0
Total Tax Revenue to all taxing bodies	\$ 14,478	\$ 142,226	\$ 351,341	\$ 50,230	\$ 781,545	\$ 803,581	\$ 826,278
Village of Buffalo Grove Property Tax Share	\$ -	\$ 15,159	\$ 16,146	\$ 1,663	\$ 64,361	\$ 66,291	\$ 68,280
Buffalo Grove Park District	\$ -	\$ -	\$ 9,759	\$ 10,051	\$ 388,993	\$ 400,663	\$ 412,683
Vernon Area Library District Prop. Tax Share	\$ 521	\$ 568	\$ 603	\$ 621	\$ 24,047	\$ 24,768	\$ 25,511
Township of Vernon + Roads and Bridges	\$ 159	\$ 207	\$ 248	\$ 256	\$ 9,902	\$ 10,199	\$ 10,505
District #103 Property Tax Share incl. donation	\$ 5,415	\$ 5,943	\$ 58,657	\$ 6,542	\$ 253,199	\$ 260,795	\$ 268,619
District #125 Property Tax Share incl. donation	\$ 5,241	\$ 5,616	\$ 20,298	\$ 6,177	\$ 239,054	\$ 246,225	\$ 253,612
Prop. Tax to other Lake County districts	1,737	1,860	1,969	2,029	78,506	80,861	83,287
Lincolnshire-Riverwoods Fire Protection Dist.	1,404	1,516					
Type of Tax	2030	2031	2032	2033	2034	2035	2036
Residential Property Tax	772,842	796,027	819,908	844,505	869,841	895,936	922,814
Land Property Tax	0	0	0	0	0	0	0
Total Property Tax	772,842	796,027	819,908	844,505	869,841	895,936	922,814
Sales Tax from Residents Living in the Project	29,810	30,705	31,626	32,574	33,552	34,558	35,595
State Share Local Use Tax	4,499	4,499	4,499	4,499	4,499	4,499	4,499
State Income Tax	16,974	16,974	16,974	16,974	16,974	16,974	16,974
Motor Fuel Tax	6,496	6,496	6,496	6,496	6,496	6,496	6,496
Utility Tax	7,022	7,022	7,022	7,022	7,022	7,022	7,022
Telecommunications Tax	1,690	1,690	1,690	1,690	1,690	1,690	1,690
Library Fees	10,323	10,323	10,323	10,323	10,323	10,323	10,323
Construction Permit Fees, Inspections, etc..	0	0	0	0	0	0	0
Total Tax Revenue to all taxing bodies	\$ 849,656	\$ 873,736	\$ 898,538	\$ 924,083	\$ 950,397	\$ 977,498	\$ 1,005,413
Village of Buffalo Grove Property Tax Share	\$ 70,329	\$ 72,438	\$ 74,612	\$ 76,850	\$ 79,155	\$ 81,530	\$ 83,976
Buffalo Grove Park District Prop. Tax Share	\$ 425,063	\$ 437,815	\$ 450,949	\$ 464,478	\$ 478,412	\$ 492,765	\$ 507,548
Vernon Area Library District Prop. Tax Share	\$ 26,277	\$ 27,065	\$ 27,877	\$ 28,713	\$ 29,575	\$ 30,462	\$ 31,376
Township of Vernon + Roads and Bridges	\$ 10,820	\$ 11,144	\$ 11,479	\$ 11,823	\$ 12,178	\$ 12,543	\$ 12,919
District #103 Property Tax Share	\$ 276,677	\$ 284,978	\$ 293,527	\$ 302,333	\$ 311,403	\$ 320,745	\$ 330,367
District #125 Property Tax Share	\$ 261,221	\$ 269,057	\$ 277,129	\$ 285,443	\$ 294,006	\$ 302,826	\$ 311,911
Prop							

Table 3
Estimated Household Income

Type of Unit	# of Units	Sale Price	Est. Household Income	Total Income
3 BR & 4 BR	41	\$ 575,000	\$ 190,000	\$ 7,790,000
Total	41		190,000	7,790,000
Weighted Avg. Household Income			\$	\$ 190,000

Table 4: Estimated Per Household Spending & Sales Tax Revenue

Type of Spending	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Household Income	190,000	195,700	201,571	207,618	213,847	220,262	226,870	233,676	240,686	247,907	255,344
20% Convenience Goods	38,000	39,140	40,314	41,524	42,769	44,052	45,374	46,735	48,137	49,581	51,069
10% Comparison Goods	19,000	19,570	20,157	20,762	21,385	22,026	22,687	23,368	24,069	24,791	25,534
70% Local Spent Convenience Goods	26,600	27,398	28,220	29,067	29,939	30,837	31,762	32,715	33,696	34,707	35,748
30% Local Spent Comparison Goods	5,700	5,871	6,047	6,229	6,415	6,608	6,806	7,010	7,221	7,437	7,660
Taxable Share Convenience Goods	532	548	564	581	599	617	635	654	674	694	715
Taxable Share Comparison Goods	114	117	121	125	128	132	136	140	144	149	153
Total Sales Tax Rev. per Household	646	665	685	706	727	749	771	794	818	843	868
Total Sales Tax Generated by Project	12,920	27,281	28,099	28,942	29,810	30,705	31,626	32,574	33,552	34,558	35,595

Table 5
Estimated Village of Buffalo Grove Cost and Net Revenue

Year	2023	2024	2025	2026	2027	2028	2029
<i>Village of Buffalo Grove Total Revenue</i>	-	140,159	141,146	47,184	138,646	141,394	144,266
<i>New Residents Added</i>	0	0	0	110	110	110	110
<i>Additional Municipal Cost</i>				116,402	119,894	123,491	127,196
Village of Buffalo Grove Net Revenue	0	140,159	125,000	-69,218	18,752	17,903	17,070

	2030	2031	2032	2033	2034	2035	2036
<i>Village of Buffalo Grove Total Revenue</i>	147,143	150,147	153,242	156,428	159,711	163,092	166,575
<i>New Residents Added</i>	110	110	110	110	110	110	110
<i>Additional Municipal Cost</i>	131,012	134,942	138,991	143,160	147,455	151,879	156,435
Village of Buffalo Grove Net Revenue	16,131	15,205	14,251	13,268	12,256	11,213	10,140

School District Net Revenue
Table 6

District #103	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Property Tax Revenue	18,275	707,260	728,478	750,332	772,842	796,027	819,908	844,505	869,841	895,936	922,814
School Share @35.8%	6,542	253,199	260,795	268,619	276,677	284,978	293,527	302,333	311,403	320,745	330,367
Additional per Student Cost	21,104	21,737	22,389	23,061	23,753	24,465	25,199	25,955	26,734	27,536	28,362
Less 11 Students Cost	105,520	239,108	246,282	253,670	261,280	269,119	277,192	285,508	294,073	302,895	311,982
School Donation (2025)	52,305										
Net Revenue	-46,673	14,091	14,513	14,949	15,397	15,859	16,335	16,825	17,330	17,850	18,385

District #125	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Property Tax Revenue	18,275	707,260	728,478	750,332	772,842	796,027	819,908	844,505	869,841	895,936	922,814
School Share @ 33.8%	6,177	239,054	246,225	253,612	261,221	269,057	277,129	285,443	294,006	302,826	311,911
Additional per Student Cost	26,417	27,210	28,026	28,867	29,733	30,625	31,543	32,490	33,464	34,468	35,502
Less 6 Students Cost	79,251	163,257	168,155	173,199	178,395	183,747	189,260	194,937	200,786	206,809	213,013
School Donation (2025)	14,301										
Net Revenue	-58,773	75,797	78,071	80,413	82,825	85,310	87,869	90,505	93,221	96,017	98,898

Table 7
Estimated Project Tax Revenue

Year	2024	2025	2026	2027	2028	2029	2030	2031
Total Tax & Fee Revenue	142,226	351,341	50,230	781,545	803,581	826,278	849,656	873,736
Village of Buffalo Grove Costs	-	-	116,402	119,894	123,491	127,196	131,012	134,942
District #103 Costs	0	0	105,520	239,108	246,282	253,670	261,280	269,119
District #125 Costs	0	0	79,251	163,257	168,155	173,199	178,395	183,747
Total Public Costs	-	-	301,173	522,259	537,928	554,065	570,687	587,808
Net Revenue	142,226	351,341	(250,943)	259,286	265,653	272,213	278,969	285,928
Cumulative Net Revenue	142,226	493,567	242,624	501,910	767,563	1,039,776	1,318,745	1,604,673
Net Present Value of Net Revenue	1,991,859							

Year	2032	2033	2034	2035	2036
Total Tax & Fee Revenue	898,538	924,083	950,397	977,498	1,005,413
Village of Buffalo Grove Costs	138,991	143,160	147,455	151,879	156,435
District #103 Costs	277,192	285,508	294,073	302,895	311,982
District #125 Costs	189,260	194,937	200,786	206,809	213,013
Total Public Costs	605,443	623,605	642,314	661,583	681,430
Net Revenue	293,095	300,478	308,083	315,915	323,983
Cumulative Net Revenue	1,897,768	2,198,246	2,506,329	2,822,244	3,146,227



PLANNED UNIT DEVELOPMENT STANDARDS

In addition to the special use standards, all planned unit developments shall meet the following general standards:

1. Have the minimum areas as set forth in [Section 17.16.060](#).

RESPONSE : Yes – the minimum area for the proposed R9 zoning district is 2 acres. The subject property is 4.27 acres.

2. The uses permitted in such development are not of such a nature or so located as to exercise an undue detrimental influence or effect upon the surrounding neighborhood;

RESPONSE : The proposed use, attached single family residential for sale, is consistent with the nature of the surrounding neighborhood, which is predominantly townhomes to the east and west, commercial properties to the north, and single family homes to the south. As such, the proposed use will have no detrimental effects on the surrounding neighborhood and as such will be very compatible with it.

3. The plan effectively treats the developmental possibilities of the subject property, making appropriate provisions for the preservation of streams, wooded areas, scenic views, floodplain areas, and similar physical features;

RESPONSE : The plan is designed to maximize the potential development of the existing features of the property by partially remediating and landscaping the existing wetland, creating a park-like feature on the corner with a gazebo and wetlands overlook, as well as landscaping the entire property in accordance with the development's upscale nature.

4. All requirements pertaining to commercial, residential, institutional or other uses established in the planned unit development conform to the requirements for each individual classification as established elsewhere in this Title, except as may be specifically varied for the proper planning of the planned unit development;

RESPONSE : The requirements pertaining to residential use are the same as those relating to other residential uses as outlined elsewhere in this title.

5. The Planning and Zoning Commission shall determine that the area and width of the lot shall be sufficient for the proposed use, and that the development of the property in the proposed manner creates no outlots which will be difficult to develop in an appropriate manner.

RESPONSE: Developer proposed OUTLOT A Area of 150, 146 or 3.447 Acres.

VILLAGE OF BUFFALO GROVE



During your testimony at the Public Hearing, you need to testify and present your case for the Special Use being requested. In doing so, you need to address the six (6) Special Use Standards listed below:

SPECIAL USE STANDARDS

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

RESPONSE :

As a matter of public convenience, the special use shall serve the public in the manner that it provides a sought after type of housing that is a single-family attached for sale, which is in an exceptionally convenient and attractive location in which to live. In light of the proposed use of attached single family residential, it is in line with the characteristics of the surrounding neighborhood, which includes townhomes on its east and west sides, commercial on its north side, and single family homes on its southern side. The purpose of these activities is to make sure that they do not negatively affect or endanger the community's health, safety, morals, comfort, or welfare.

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

RESPONSE :

The proposed development will be in harmony with the appropriate and orderly development of the district in which it will be located because of its multiple points of ingress and egress, as well as carefully planned street presence.

3. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in

such zoning district, nor substantially diminish and impair other property valuations with the neighborhood; Response:

RESPONSE :

The special use will be consistent with other recent developments that have taken place in the neighborhood. As a result, the value of other properties will not be affected or diminished in any way.

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

RESPONSE:

As part of the site plan of the special use we have specifically designed the space for a potential future "Phase 2" of additional units to be located to the south of the property should those two properties ever become available. As a result of the special use, future development will not be hindered or impeded in any way.

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

RESPONSE:

As far as access and utilities are concerned, they are available and/or will be provided as soon as possible.

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

RESPONSE:

Each unit is provided with a total of 4.58 parking spaces. It should be noted that all 188 parking spaces are either indoor or provided within the interior driveways of the buildings and are otherwise suitable screened from the adjoining residential uses of the buildings. Traffic is prevented from building up along the ingress and egress drives by designing them to minimize the amount of congestion.

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**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, JUNE 5, 2024**

Call to Order

The meeting was called to order at 7:43 PM by Chair Mitchell Weinstein

Public Hearings/Items For Consideration

1. Consideration of Petition to the Village of Buffalo Grove for Approval of an Amendment to the Planned Unit Development and Preliminary Plan for Joyce Kilmer School and Park, with Variations from the R-5 One Family Dwelling District Requirements Related to Setbacks, to Accommodate a Temporary Awning and Modular Classroom on the Subject Properties, and to Allow a Portion of the Existing School Building to Encroach on the Park Property at 655 Golfview Terrace. (Trustee Weidenfeld) (Staff Contact: Kelly Purvis)

Deputy Director Purvis, provided a background on the subject property and the request.

Claudia Welp, the petitioner from CAGE Engineering, provided a background on the subject property and request.

Com. Moodhe asked about the timeline of the project.

Welp stated that the school district is going to review the number of students coming in and take some time to get a permanent solution for the influx of students so that the trailers are not out there for more than 2 to 3 years.

Com. Moodhe asked about what if the school is not ready to move the modular buildings after 2-3 years.

Welp stated that if the School District would need the modular buildings more than 2-3 years, then they would have to come back for an extension of their approval through a public hearing process.

Com. Moodhe asked if the modular buildings could be moved closer to not need the awning.

Welp stated that they tried to place it in a way that works for the location of the classrooms and also provides an accessible ramp. They were trying to ensure that it is placed in the best way to work with the elevation for grade utility connections. All of these factors were taken into consideration when they selected the location.

Com. Moodhe asked about the raised modular building.

Welp stated that the modular buildings are raised for utility connections and the buildings have a switch back ADA ramp.

Chairperson Weinstein asked about the security and safety plan for the modular buildings.

Micheal DeBartolo, Assistant Superintendent for School District 21, stated that the new buildings will have the same perimeter and interior security features as regular school buildings. They will have badge access to the two doors, cameras covering all four sides of the perimeter for a 360-degree view of the building, and fire and burglar alarms. The

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school has decided to place the fifth grade into the modular classrooms, which will limit foot traffic back and forth.

Weinstein asked who maintains the blacktop.

DeBartolo stated that the school district maintains the blacktop.

Saxena asked if during lunch breaks and PE class, students are going back and forth from the modular buildings.

DeBartolo confirmed and stated that the children are outside all day long for recess or lunch. We are familiar with securing the school's perimeter during lunch and recess, and we have supervisors outside with the students before and after school. We already have a daily security check with students, so knowing that there is a separate building 35 feet away doesn't change anything in our minds, except for ramping up security.

Saxena asked if the school encourages kids to move within the rest of the park and baseball field.

DeBartolo stated that the school utilizes all of the outside space including the tennis courts and baseball track.

Com. Worlikar asked that with the modular building on the existing basketball courts, will the basketball rims be removed?

DeBartolo stated they would remove the basketball rims and that there would be no outdoor basketball programming, only indoor basketball. A new playground will be installed this summer, which will enhance the area.

Com. Worlikar asked if there will be anything different about these modular classrooms compared to a typical classroom.

DeBartolo stated that there will be no difference, including classroom size, and will also have new furniture.

Chairperson Weinstein asked if they would like to supplement anything else that was submitted regarding the variation standards.

Welp confirmed nothing is to be added.

Com Moodhe asked if there would be any changes to the existing parking lot.

DeBartolo stated that no changes are required for the modular classrooms. He mentioned that they have already reviewed three of their parking lots in the past year and there are more to come. He noted they have a contract with an engineering firm that handles traffic control, and Kilmer is on the list.

Com. Moodhe asked if they have any issues with the cooperation with the Park District.

DeBartolo stated that the School District has had great cooperation from the Buffalo Grove Park District as well as the Village of Buffalo Grove.

Com. Moodhe asked if there will be any fiscal issues with meeting the timeframe to find a more permanent solution.

DeBartolo stated not at all as they have started to look at different options for how they increase space not only at one school but all schools and programming for each school.

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Com. Moodhe asked if the trailers would need to stay in place if there was a more permanent solution.

DeBartolo confirmed that they would not need to stay in place and the modular classrooms would be removed. He stated in 2023 they started with 472 students, and ended in 2023 with 510 students. He said they began the school year last year with 540 students and ended with 585 students. He stated that the school is a destination area and the class sizes and programming took off.

Com. Moodhe asked if the future solution includes two-story.

DeBartolo stated that Kilmer is a challenge with the two sides that don't connect and have limited area to add new classroom space and adding certain additions could cause the school to close for up to a full year.

Com. Saxena confirmed that they are looking to have the classrooms up for two years and a third year as a contingency.

DeBartolo confirmed.

Com. Saxena asked that since the basketball rims are being removed, will there be any requirements.

Purvis stated there is no requirements to replace the existing basketball courts once they are removed.

Com. Worlikar asked if the school district would need anything else from this body to help the school district with this kind of growth or expansion problem.

DeBartolo stated that they are looking for funding and other types of programs to help with their expansion challenges and might have to talk with the Village as far as buying land from the Village if any becomes available.

A Buffalo Grove Resident stated that he doesn't understand spending all this money and infringing on the park district. He suggested that the school should use Alcott Center instead.

DeBartolo stated that Alcott Center has not been in discussion, and changes to the Alcott might outweigh the cost of the modular buildings.

Michelle Dicristo, 764 Golfview Terrace, expressed her concern about the project's timeline. She said the park is being used so much more now, with kids playing basketball and playing in it after school hours. She and her neighbors would just like the park to be used as a park and would like the project to move along as quickly as possible.

Vice Chairperson Richards made a motion to recommend approval of an Amendment to the Planned Unit Development and Preliminary Plan for Joyce Kilmer School and Park, with Variations from the R-5 One Family Dwelling District requirements related to setbacks, to accommodate a temporary awning and modular classroom on the subject properties, and to allow a portion of the existing school building to encroach onto the park property located at 655 Golfview Terrace, subject to the conditions listed in the staff report.

Com Moodhe seconded.

Chairperson Weinstein stated that the request is for zoning relief because the building has been encroaching on the park property. He stated that whether there is justification

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to amend the planned unit development and if setback variations are warranted. It seems like the proposal is for a temporary solution to address the need for an expanded number of students within the school and the school has found alternative places to play basketball and use the park property. It's worth noting that the school has been maintaining this property and using it. He stated that he believes the criteria for the proposal have been met.

Com Moodhe mentioned that the schools in District 21 in Buffalo Grove are experiencing an increase in enrollment. He liked that the proposed solution is time-bound. Even if they need more time to come up with a permanent solution, they will have to return to the Village for approval. He stated that the permanent solution won't involve tax increases. He also commented on the increased usage of the park, expressing concern about the playground and basketball court if the issue persists.

Vice-Chairperson Richards mentioned that he frequently passes by the school and park and that his first child attended Kilmer. He expressed his appreciation for the park being utilized, as it bothers him to see a beautiful baseball field go unused. He generally supports the proposal but raised concerns about the relatively short timeframe of three years. He pointed out that planning and design will take two years, leaving a decision between permanency or an extension. He anticipates the need for further discussion within a couple of years due to the time required to construct a facility. While he sees the benefits of keeping students together as the community grows, he worries about the timing.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Moodhe, Weinstein, Richards, Worlikar, Saxena
ABSENT:	Marc Spunt, Amy Au, Jason Davis

2. Consideration of a Petition to the Village of Buffalo Grove for an Amendment to the Residential PUD, Final Plat of Subdivision, and Preliminary Plan Approved by Ordinance No. 2023-106 to Allow Changes to the Approved Plans for a 41-Unit Townhome Development on the Subject Properties at 22771-22825 N. Prairie Road. (Trustee Weidenfeld) (Staff Contact: Kelly Purvis)

Purvis provided a background on the subject property and the request.

Daniel Shapiro, 570 Lake Cook Road, Deerfield, IL representing the petitioner, was sworn in and gave an overview of the project and the request.

Vice-Chairperson Richards asked if there are any changes to the variations or setbacks that were approved from last time.

Purvis stated no and that there are no changes in variances from what were originally granted.

Vice-Chairperson Richards stated that at the original approval meeting, the generation of the school children from the proposed development was the biggest discussion. Asked if they have heard back from School District 125 and 103 since reaching out to them and if we are presuming they are fine with the proposal.

Mr. Shapiro confirmed that they have not heard back from either districts and is presuming that they have no objections.

Vice Chairperson Richards mentioned that they would like the developer to have a more active conversation between the property owner and the school district to ensure that

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everyone is working on the same page. He asked if there had been any direct interaction with the school districts.

Mr. Shaprio stated that he had no interaction with the school districts. He stated that this is a public hearing and the school districts were notified but not aware of any less formal engagement that he is referring to.

Com. Moodhe asked if there has been any movement to include parcel 2.

Mr. Shaprio stated that parcel 2 is not for sale

Com. Moodhe asked if there is going to be a limit on the 4-bedroom units.

Mr. Shaprio stated that they are open to it and would consider it, but would like it to be a preference stating that they would like to sell these units by responding to the market with flexibility.

Com. Moodhe asked why sales vs rental and asked what they are seeing in the market that has suddenly changed this proposal in the past year.

Ram Prashanta, Projades, LLC, 33 W Higgins Rd, South Barrington, IL, stated that they look at every product in a different way and he stated that location here is best suited for sale compared to rent.

Com. Moodhe stated that the last three projects that they have seen have been rental projects and asked what makes this project different.

Mr. Prashanta stated that with interest rates going up and price points, it's hard to have a rental property and cap rate will be low with such high value homes if they were rental housing.

Com. Moodhe asked if having townhomes along the railroad track priced around 500K seems to work.

Mr. Prashanta stated that the biggest draw is the schools' location and easy transportation in the area.

Com. Moodhe stated that the schools seem to be maxed out at Stevenson and District 102 and has some serious concerns regarding the number of school children generated, and the numbers don't add up with the addition of a 4th bedroom.

Mr. Prashanta stated that a lot of families will have senior citizens, and the addition of the fourth bedroom in the basement is a big draw.

Com. Moodhe asked if he sees the market and the proposed development being for the extended family types, which will include more students.

Chairperson Weinstein asked if the additional bedroom or occupancy added going to generate more cars or traffic.

Mr. Shaprio stated that he does not expect that it will, as no traffic study was done since the original proposal. But stated that the 4th bedroom being added to the development would marginally increase traffic.

Com. Worlikar asked if the petitioner could explain how the student count is calculated and how adding a fourth bedroom affects the student count. Also, clarify which parameters are used, considering that the school district is a draw, and explain which factor accounts for that in the calculation.

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Jonathan Perman from the Perman Group at 1904 W Newport Ave, Chicago, IL provided an overview of the student calculations. He mentioned using a study from 2006 by Rutgers University Center for Policy Analysis and noted that the Village uses a formula from 1996, which may be outdated. In their fiscal impact analysis, they prefer to use a more recent study. Perman considered both studies in their estimated formula and assumed that half of the units will be three-bedroom and the other half will be four-bedroom units. Their estimate indicated less than 10 elementary and 5 high school students. However, according to the Village's formula, the results were 16 elementary students and 5 high school students. Herman mentioned that they adjusted the numbers slightly, adding two students and rounding up to 10 for elementary students, and similarly, they added another high school student, going beyond what the formula suggested.

Mr. Perman presented new trends on student projections of District 125 and District 103 to the Commissioners.

Com. Saxena stated that he is not sure if he agrees with the logic of the new student projection trends with the new developments in the area.

Mr. Perman stated that he thinks the trends show that we have more households being formed but with fewer people per household. He mentioned that there are fewer people living in each unit compared to 20, 30, or 40 years ago.

Com. Worlikar asked if the report shows a decline in population in the total population or school population.

Mr. Perman stated that the whole population in the area is in a decline. He stated that District 21, mentioned on the prior agenda item, actually saw a drop in the total student population district-wide.

Com. Worlikar asked if the new trends report takes into account the current classes going into District 125.

Mr. Perman stated that their report does not break it down by entering class numbers, but are using a standard measurement.

Com. Worlikar indicated he has concerns about capacity at Stevenson.

Mr. Perman stated that Stevenson once held a couple hundred more students back in 2006 than it does today.

Com. Worlikar asked if the calculation considers expanded ESL or programmatic services that are needed.

Mr. Perman stated that another section of the report examines the total cost per student, which includes ESL and other special student services aggregated together.

Com. Worlikar asked if the student generation is larger than expected, is there any thought of working with schools to support them in meeting the expected number of students or limiting the capacity of school-aged children as the development proceeds.

Mr. Shaprio stated this is an issue that could go into a number of layers and respect the due diligence with the schools but offered to reduce or cap the proposed development to have no more than 50% or 20 units offered to be four-bedroom units. In addition, before the Village Board meeting, they would be happy to make another outreach to the school districts.

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Com. Saxena asked Staff if they have any view on the trend data provided.

Ms. Purvis stated that the Link Crossing Development is a different kind of development that includes both single-family and townhomes, so not an apples to apples comparison, but the townhomes vary between 3 and 4-bedroom units, which is somewhat comparable. She stated that they have actual student generation numbers from Link Crossing, which is almost at full capacity, and they are producing .48 students per 3 to 4-bedroom unit, which coincides with the proposed development student generation numbers. She stated that the numbers that are projected for this project are not outside the norm. She stated that the capacity at the schools is a question she would not feel comfortable responding to and is really more a matter for the School Districts.

Further discussion was made regarding the revenue the schools would generate if more students were added and the fiscal net gain to school districts.

Cynthia Holtzinger, 22723 Prairie Rd. Prairie View, stated that she has been a 30-year resident and the proposed development negatively impacts her life. All of her kids went to the school districts and the schools were packed and the calculations are not correct as this is a highly desirable school district. She had concerns about traffic congestion and speeding issues along Prairie Road. She was also concerned about the negative impact to the environment with the development.

Mr. Shaprio closed by reiterating that they open to reduce or cap the proposed development to have no more than 50% or 20 units offered to be four-bedroom units.

Vice Chairperson Richards made a motion to recommend approval of an amendment to the Residential PUD, Final Plat of Subdivision, and Preliminary Plan approved by Ordinance No. 2023-106 to allow changes to the approved plans for a 41-unit townhome development, to be called Prairie Pointe Townhomes, located at 22771-22825 N. Prairie Road, subject to conditions in the Staff Report, with the added condition of capping the number of four bedroom units at 50% of the total number of units on the property.

Com. Moodhe seconded the motion.

Com. Worlikar expressed conflicting feelings about a development that would enhance the area with improvements and benefits, despite the ongoing challenges caused by the increasing number of students. He suggested that it would be helpful for the developers to obtain a letter of support from the School Districts for the project. Additionally, he proposed that if more students are generated than the estimated number, the school should consider making some concessions to address the current issue of overcrowding.

Vice Chairperson Richards stated that the development is a betterment to the currently vacant property. He prefers the new design to the older one and also favors ownership over rentals because it provides more stability. Richards expressed empathy for the schools, but mentioned that the actual Link Crossing numbers of school age kids generated is lower than projected. He also pointed out that the school district has not responded since last August, suggesting that they've had ample time to voice any concerns or objections. In conclusion, he voiced his support for the project.

Com. Saxena stated that he loves everything about the project but has concerns about the school district impact and would love the schools to buy-in.

Com. Moodhe stated that the village has been presented with development projects for a piece of vacant land. The goal is to work with the developers to meet their objectives as

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well as the village's goals. There are challenges in collaborating with the school districts and considering how these projects impact them without their input, and determining what's best for the village.

Chairperson Weinstein, spoke in favor of the motion. He stated that they have an approved project with an ordinance in place, approved last year. He mentioned that the request involves some modifications to the façade changes and rental, as compared to the for-sale units. He believes they have met the criteria for the PUD amendment. Additionally, he noted that the schools are aware of the changes, and while it would be nice for the schools to provide input, it's not the Village's responsibility to dictate how the schools should operate.

RESULT:	RECOMMENDATION TO APPROVE [4 TO 0]
AYES:	Adam Moodhe, Mitchell Weinstein, Kevin Richards, Sujat Saxena
ABSTAIN:	Neil Worlikar
ABSENT:	Marc Spunt, Amy Au, Jason Davis

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - May 15, 2024 7:30 PM

The Commission accepted the minutes as presented.

RESULT:	ACCEPTED [4 TO 0]
AYES:	Adam Moodhe, Mitchell Weinstein, Neil Worlikar, Sujat Saxena
ABSTAIN:	Kevin Richards
ABSENT:	Marc Spunt, Amy Au, Jason Davis

Chairman's Report

None

Committee and Liaison Reports

Commissioner Moodhe noted all PZC items were on the consent agenda at the last meeting.

Staff Report/Future Agenda Schedule

Staff provided information on the future agenda schedule, and reminded the Commission of the upcoming Volunteer Reception scheduled for June 23, 2024 at 4:00pm.

Public Comments and Questions

None

Adjournment

The meeting was adjourned at 9:16 PM

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Action Items

Kelly Purvis

APPROVED BY ME THIS 5th DAY OF June, 2024

Mitchell Weinstein, Commissioner

Attachment: Exhibit C. Draft Minutes PZC June 5, 2024 (O-2024-69 : Approving Amdmt to the Res PUD, Final Plat of Sub, and Prelim Plan at



Ordinance No. O-2024-70 : Approve an Ordinance for a Special Use for a Child Daycare Home at 4 Brucewood Court

Recommendation of Action

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

Approve an Ordinance for a Special Use for a Child Daycare Home at 4 Brucewood Court. Planning & Zoning Commission unanimously recommended approval. Staff concurs with this recommendation.

ATTACHMENTS:

- BOT Memo (DOCX)
- Ordinance (DOCX)
- Exhibit B. Plan Set (PDF)
- Exhibit C. PZC Minutes May 15, 2024 (PDF)
- Public Comments (PDF)

Trustee Liaison

Weidenfeld

Staff Contact

Nicole Woods, Community Development

Monday, June 17, 2024	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: June 17, 2024

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Community Development Director
Kelly Purvis, Community Development Deputy Director

SUBJECT: 4 Brucewood Ct - Special Use a Child Daycare Home

PROJECT BACKGROUND

The Petitioner, Titilope Afolabi, wants to open a child daycare home at 4 Brucewood Court, her primary residence. The daycare would operate from 6:30a.m. to 6:00p.m. and care for children aged 6 weeks to 12 years. The petitioner has received an approved IL DCFS license, which allows up to 12 children (including two children of her own) with the help of an assistant. As the Village Code is more restrictive, the petitioner is seeking the maximum allowance of children per the Village Code, which is up to 8 children in a home at any one time (including their own children) and no more than 12 children within a 24-hour period of time. The property has passed the required Building, Fire, Health inspections for a home daycare.

PUBLIC HEARING COMMENTS

Two residents testified at the meeting and spoke against the proposed Special Use, citing concerns about noise and traffic. They mentioned that the neighborhood had created a petition against the proposed Special Use. The petition and emails regarding this item are included in the Public Comment and Letters. Staff does not have any records of reported concerns over the past few years for any of the home daycare facilities in the Village regarding noise or traffic.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** of the Special Use Ordinance for a Child Daycare Home for up to 8 children at any one time, (including natural born or adopted children), and no more than 12 children in a 24-hour day subject to the following conditions:

1. Petitioner shall comply with the standards set forth in Section 17.12.141, Section 17.28.040 and Section 17.28.060 of the Village Zoning Ordinance.
2. The special use shall be in effect for a period of two (2) years from the date of this Ordinance. The Petitioner is required to apply to the Village for re-authorization of the special use pursuant to Section 17.28.060.C of the Village Zoning Ordinance.
3. The petitioner shall maintain their DCFS license. A copy of the DCFS license shall be provided to the Village annually prior to the issuance of a business license.
4. The special use shall be automatically revoked if the Petitioner fails, for any reason, to have a valid license issued by the Illinois Department of Children and Family Services (IL DCFS).
5. The Petitioner shall obtain a Village business license prior to operation of the child daycare home and shall renew the business license annually.
6. The special use does not authorize any use in violation of any covenants running with the Property.

7. No person who has been convicted of a felony or misdemeanor involving violence against a person shall be permitted to reside in the day care home at any time, on a temporary or permanent basis, or otherwise be allowed to be present in the day care home at any time when children are present. The petitioner must agree to permit the Village of Buffalo Grove to conduct, or cause to be conducted, a criminal background check of every person residing in the day care home.
8. Petitioner shall maintain the Property in full compliance with Village property maintenance standards at all times, as determined by the Village in its sole discretion.
9. This special use is granted to Titilope Afolabi. Said special use does not run with the Property and is not granted to any business entity. Said special use is not transferable to another person or entity, and may not be used by any other person or entity.
10. Prior to the issuance of the Village business license, the petitioner shall address any outstanding health code violations noted in the Village inspection report.

RECOMMENDATION

Staff recommends that the Village Board adopt an Ordinance granting approval of the requested Special Use to allow a Child Home Daycare at 4 Brucewood Ct, subject to the conditions in the attached Ordinance.

ORDINANCE NO. 2024 - ____

**AN ORDINANCE APPROVING A SPECIAL USE
FOR CHILD HOME DAYCARE
IN THE R-3A RESIDENTIAL ZONING DISTRICT
VILLAGE OF BUFFALO GROVE,
COOK AND LAKE COUNTIES, ILLINOIS**

**Titilope Afolabi
4 Brucewood Court**

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

WHEREAS, the real property ("Property") hereinafter legally described is zoned R-3A, and is occupied by a single-family detached residence commonly known as 4 Brucewood Court, and is hereinafter legally described in Exhibit A; and,

WHEREAS, Titilope Afolabi ("Petitioner") who resides at the Property, has petitioned to the Village for a special use to operate a child home daycare at the Property; and,

WHEREAS, the Village Planning & Zoning Commission conducted a public hearing on May 15, 2024, concerning the petition for approval of the Special Use; and,

WHEREAS, the Planning & Zoning Commission made findings and determined that the petition meets the criteria for Special Uses as set forth in the Buffalo Grove Zoning Ordinance, as described in the minutes attached as Exhibit C; and,

WHEREAS, the Planning & Zoning Commission voted 7 to 0 to unanimously recommend approval of the requested Special Use; and,

WHEREAS, the President and Village Board of Trustees after due and careful consideration have concluded that the proposed Special Use is reasonable and will serve the best interest of the Village.

WHEREAS, the proposed use 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 May 15, 2024, 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

Attachment: Ordinance (O-2024-70 : Approve a Special Use for a Child Daycare Home at 4 Brucewood Court)

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 Special Use for the Property at 4 Brucewood Court, Buffalo Grove, IL, subject to the following conditions:

1. Petitioner shall comply with the standards set forth in Section 17.12.141, Section 17.28.040 and Section 17.28.060 of the Village Zoning Ordinance.
2. The special use shall be in effect for a period of two (2) years from the date of this Ordinance. The Petitioner is required to apply to the Village for re-authorization of the special use pursuant to Section 17.28.060.C of the Village Zoning Ordinance.
3. The petitioner shall maintain their DCFS license. A copy of the DCFS license shall be provided to the Village annually prior to the issuance of a business license.
4. The special use shall be automatically revoked if the Petitioner fails, for any reason, to have a valid license issued by the Illinois Department of Children and Family Services (IL DCFS).
5. The Petitioner shall obtain a Village business license prior to operation of the child daycare home and shall renew the business license annually.
6. The special use does not authorize any use in violation of any covenants running with the Property.
7. No person who has been convicted of a felony or misdemeanor involving violence against a person shall be permitted to reside in the day care home at any time, on a temporary or permanent basis, or otherwise be allowed to be present in the day care home at any time when children are present. The petitioner must agree to permit the Village of Buffalo Grove to conduct, or cause to be conducted, a criminal background check of every person residing in the day care home.
8. Petitioner shall maintain the Property in full compliance with Village property maintenance standards at all times, as determined by the Village in its sole discretion.
9. This special use is granted to Titilope Afolabi. Said special use does not run with the Property and is not granted to any business entity. Said special use is not transferable to another person or entity, and may not be used by any other person or entity.
10. Prior to the issuance of the Village business license, the petitioner shall address any outstanding health code violations noted in the Village inspection report.

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:

Village Clerk

APPROVED:

Eric Smith, Village President

Attachment: Ordinance (O-2024-70 : Approve a Special Use for a Child Daycare Home at 4 Brucewood Court)

4

EXHIBIT A**Legal Description****Titilope Afolabi
4 Brucewood Court**

LOT 46 IN BUFFALO GROVE, UNIT 1, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 1957 AS DOCUMENT NO 16862056 IN BLOCK 488, PAGE 42, BY THE RECORDER'S OFFICE OF COOK COUNTY, ILLINIOS.

Street Address: 4 Brucewood Court, Buffalo Grove, Illinois

PIN: 03-04-105-014-0000

Attachment: Ordinance (O-2024-70 : Approve a Special Use for a Child Daycare Home at 4 Brucewood Court)

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EXHIBIT B

Plan Set
Titilope Afolabi
4 Brucewood Court

Attachment: Ordinance (O-2024-70 : Approve a Special Use for a Child Daycare Home at 4 Brucewood Court)

EXHIBIT C

Minutes from the May 15, 2024, Planning & Zoning Commission Meeting

**Titilope Afolabi
4 Brucewood Court**

Attachment: Ordinance (O-2024-70 : Approve a Special Use for a Child Daycare Home at 4 Brucewood Court)

DamiDara Daycare

General Business Description:

DamiDara Daycare is a nurturing and supportive child care home committed to providing a safe and stimulating environment for children to learn, grow, and thrive. Our daycare offers a comprehensive early childhood education program tailored to meet the individual needs and developmental milestones of each child. We prioritize creating a warm and welcoming atmosphere where children feel valued, respected, and encouraged to explore their interests and abilities.

Hours of Operation:

We operate Monday through Friday from 6:30 am to 6:00 pm, accommodating the diverse scheduling needs of working families. Our extended hours ensure that parents have access to quality child care services that align with their busy lifestyles.

Total Number of Students/Employees:

DamiDara Daycare has a total enrollment capacity of 12 children, approved by the Department of Children and Family Services (DCFS). Our dedicated team of educators consists of myself and my Assistant, both approved by the State, who are passionate about early childhood education and committed to fostering the social, emotional, and cognitive development of our students.

Outdoor Space Provided:

We are proud to offer a spacious and secure outdoor play area where children can engage in active play, explore nature, and develop gross motor skills. Our outdoor space is equipped with age-appropriate play equipment, shaded areas for rest and relaxation, and opportunities for sensory exploration.

At DamiDara Daycare, we strive to create a supportive and enriching environment that empowers children to reach their full potential. Through our holistic approach to early childhood education, we aim to instill a love for learning, foster independence and self-confidence, and prepare children for future academic success. We welcome families from all backgrounds and are dedicated to building strong partnerships with parents to support their child's development every step of the way.

Traffic Plan for DamiDara Daycare:

Drop-off and Pick-up Times:

- Drop-off: 6:30 am - 8:50am
- Pick-up: 3:30 pm - 6:00 pm

Capacity Management:

- The drop-off/pick-up area will accommodate up to 6 cars at a time.
- Once the capacity is reached, vehicles will be directed to queue along the curb until space becomes available.

Pedestrian Safety:

- Sidewalks will be kept clear at all times to ensure the safety of pedestrians.
- No parking or stopping will be permitted on the sidewalk.
- Staff members will be present to assist children crossing the drop-off/pick-up area safely.

Communication:

- Parents will be informed about the traffic plan and encouraged to adhere to the designated drop-off/pick-up times.
- Any changes or updates to the traffic plan will be communicated promptly to parents and staff members.

By implementing this traffic plan, we aim to ensure the smooth and safe flow of traffic during peak hours while prioritizing the safety of children, the neighbors, and pedestrians at DamiDara Daycare.

DamiDara Daycare

4 Brucewood CT, Buffalo Grove IL 60089. (708-955-0135)

2024 Parent Contract

I understand and agree to comply with the following policies.

PAYMENT:

Tuition payment is due on the Friday prior to the beginning of the school week.

Cash and checks are accepted Zelle cash app.

There's a \$10 late fee per day for late tuitions payments.

There's a \$25 service fee for all return checks.

Tuition WILL NOT be credited for the days a child is absent for any reason. this includes vacation illness doctor's appointment or other.

CLOSINGS:

For the 2024 calendar year daycare will be closed on the following weeks and legal holidays

(when falls on Monday through Friday)

Monday January 1: New Year's Day

February 20th : President's day

Friday March 29th : Good Friday

Monday May 27th Memorial Day

Week of Monday July 22nd - Friday July 26th

Thursday July 4th -Fourth of July

Monday September 2nd -Labor Day

Monday October 14th -Friday 18th -Columbus Day & Week Off

Thursday & Friday Nov 28th and 29th -Thanksgiving

Wednesday Dec 25th & Thursday 26th -Christmas Holiday

In the Event of Weather emergency, parents will be notified that daycare is closed. TUITION REMAINS THE SAME EACH WEEK, INCLUDING THOSE THAT CONTAIN A CLOSING

ILLNESS:

Please review the illness symptoms and guidelines posted in the daycare entry hallway. If your child falls into a qualifying category, please DO NOT bring them to daycare.

LATE PICKUP:

An addition fee of \$1.00 per minutes will be added to your next tuition for any late pickups:

6:00 PM – 6.:05 PM = \$5

6:05PM – 6:10 PM = \$10 and so on

Parent or Guardian _____

Date: _____

Dami Dara's Childcare

BEHAVIOR GUIDANCE POLICY-PROCEDURE & TRANSITION PLAN**Behavior Guidance Policy**

We believe that all domains of learning are supported during play and through strong, positive, interactions with adults. Promoting healthy social and emotional development, including self-regulation, is one of the fundamental responsibilities of our program. The early childhood period is a critical time for children to learn to regulate and manage their thoughts, feelings, attention, impulses, and behavior. They are learning how to get along with others and how to be friends. Children are not born with these skills. Teachers and caregivers must teach social-emotional skills just as they teach washing hands or learning colors and shapes. We know that when children are given the opportunities and support to develop (learn, practice, discuss, etc.), self-regulation and other social and emotional skills, it gives them the foundation needed for academic and life success.

All our staff will be trained on the *"Steps to Prevent Suspension & Expulsions"* and use the *"Child Behavior Log"* to document a child's challenging behavior(s). All staff will receive the following trainings within the first 2 years of employment: Conscious Discipline, Trauma-Informed Practice and Pyramid Model together with other social emotional trainings to support them in providing developmentally appropriate support to the children in their classroom. In addition, we will continue to support staff in whatever capacity is needed. We understand that self-regulation and social-emotional skills take time to develop, and that change cannot be expected to happen overnight but requires consistency and support.

We will take the following steps to support a child's development:

Our Environment

- Providing children with materials and engaging them in activities that are appropriate for their age/developmental level and respectful to them as individuals.
- Developing schedules to meet the needs of young children and avoid long periods of wait time without activity.
- Being flexible in our schedule and follow the interests and needs of the children's cognitive, emotional, physical, and biological needs.
- Regularly observing the environment and the children as they interact in it to ensure it promotes healthy social interactions (ex. Having multiples of the same toy)
- Encouraging our teachers to develop a relationship with each child.

Behavior Guidance Policy - Procedures & Transition Plan

- Encouraging peer relationships by creating social opportunities and working with children to resolve conflict.
- Collaborating with the infant/early childhood mental health consultant to support individual children and the classroom as a whole.
- Always speaking to children in a calm tone, especially during redirections.
- Putting words to children's emotions (ex. "Owen, I can tell you were mad when James took your block.")
- Using social stories with young children to teach healthy social skills.

Our Families

- Communicating regularly with staff to ensure consistency in guidance between home and school.
- Partnering with caregivers to allow us time to work with all children, including those needing higher levels of support.
- Understanding and acknowledging that we do not expel children because they are learning these skills. We strive to serve individual needs while ensuring the safety of young children.
- Collaborating with infant/early childhood mental health consultants, specialists, & therapists to help give a child the best foundation for academic and life success.

Our Children

- Supporting them in learning how to handle conflict in a healthy manner (using appropriate words and actions)
- Developing confidence and self-efficacy
- Developing skills to help them manage their behavior and emotions.

IF CHALLENGING BEHAVIORS EMERGE:

The Steps to Prevent Suspension and Expulsion document should be used as a guide to identify possible strategies and resources to support your staff and the child.

Behavior Guidance Policy - Procedures & Transition Plan

If the child is under the age of three:

If the child is still struggling after collaborating with an infant/early childhood mental health consultant, the child's caregiver and pediatrician (if required) and identifying new resources and implementing classroom strategies to support the child, then with the consent of the caregiver, the child will be referred to Child & Family Connections (CFC) to receive developmental assessments.

We will provide the CFC staff with copies of the completed Child Behavior Logs and any other documentation to further support the child in efforts to provide additional support. We will also provide the caregiver with resources and information on finding a special education advocate to further support them. We will work with the CFC staff to coordinate and incorporate any services and interventions needed.

If the child is age three to five:

If the child is still struggling after collaborating with an infant/early childhood mental health consultant, the child's caregiver and pediatrician (if required) and implementing classroom strategies to support the child with the consent of the caregiver, the child will be referred to the local public school. A referral letter will be sent to the Early Childhood Special Education department of the local school district where the child's family resides to request further developmental assessments. Our staff will work with the local school district's personnel and family of the child to set up observation dates, if requested.

We will provide the school with copies of the Child Behavior Logs and any other documentation in the child's file to further support the child in the school's efforts to provide additional support. The caregiver will also be provided with resources and information on finding a special education advocate to further support them. We will work with the school district staff to coordinate and incorporate any services and interventions needed.

TRANSITIONING A CHILD

Our overall goal is to keep a child successfully in our program. Prior to transitioning a child to other services, our staff will implement all possible classroom strategies to support the child. *The Steps to Prevent Suspension and Expulsion* document will be used as a guide to identify possible strategies and resources. Then, if we have exhausted all available resources and have come to the decision that

keeping the child in the program is not in the best interest of the child or the child's peers, our staff will work with the family to transition the child out of the program. (A successful transition is when a child has moved into another program that better fits them and their family's needs.)

Behavior Guidance Policy - Procedures & Transition Plan

Steps to Transitioning

Our staff will work with the family to find a more appropriate setting by making referrals to other programs and if possible, will work with the new provider to help plan a smooth transition. The quality of the planned transition is based on the understanding that we have done everything we can to assist the family.

We will connect information from the Behavior Support Plan to the Transition Plan by including Information on Initial and ongoing child behaviors and communication with the family. It is important to remember that a Behavior Support Plan must be implemented and completed (and revised if necessary) before a Transition Plan has begun. We will also have a discussion with the family about a potential transition prior to implementation of a Transition Plan.

Other rules associated with this Guidance and Discipline Policy:

1. All documentation regarding a child's behavior is to be kept in the child's confidential file.
2. The transition plan must be individualized, written and culturally and linguistically appropriate.
3. The guidance and discipline policy shall be provided to parents. Staff shall sign that they have read and understand this Behavior Guidance policy upon employment and parents shall sign that they have received a copy of the policy upon enrollment.

Possible Language for your Parent/Caregiver Parent Handbook

"Thank you for choosing to allow our staff to support your child's development. We are committed to each child's social emotional development; therefore, we do not dismiss children from our program because of regular concerns with behavior. Behavior concerns tell us that children need more time, support and practice to develop skills. When serious concerns arise, we will partner with caregivers and professionals who specialize in supporting children's social and emotional health. On rare occasions, we may work with families to seek the best care for their child if all parties agree that our program can no longer meet the needs of an individual child and when the behavior of a child rises to the level of self-harm or bodily harm of staff or other children."

RESOURCES: *The Steps to Prevent Suspension and Expulsions* and *Sample Child Behavior Log* can be downloaded from the Illinois Child Care in Crisis Facebook page under the "Files" tab.) As well as the *Employee Receipt of Guidance Policy* and the *Caregiver Certification of Receipt of Guidance Policy*.

Mrs Titilopo Afolabi

4 Brucewood Ct
Buffalo Grove IL, 6009

Fire Plan

1) Forewarn the children that a fire drill is about to happen to ease their worries. Engage the alarm and tell them that this means there is a fire drill when they hear it.

2) Explain to the children that when they hear the fire alarm or noise, they quickly get up and leave everything behind. Point out all the exits to the children beforehand.

Our 1st floor: front door Exit up the stairs. Grab the attendance list on the way out. Tell the children to follow their daycare provider outside to the quickest exit and file in line behind the adult in pairs of two. Basement Exit through the Basement window to the back yard, to the back fence. Have a specific spot the children should meet outside which is by our Driveway, front yard, when its 1" exit. 2" exit run to the right corner of the back yard, have a specific spot the children should meet outside when there is a fire drill and explain to them that they have to go to this place.

If there are young children unable to walk, you will have to grab them first in a fire drill and make sure they get out.

If it's the front door exit I would go to the OVI family for help. If it's through Basement I'll be asking my Neighbor Antao family for help, on the left.

Shut the door behind and after you are sure everyone exited. Make a quick head count to ensure everyone has made it out safely. Call 911 !!!

Practice the fire drill routinely so the children know exactly what to do in case of an actual fire.

Titilopo Afolabi

This emergency action plan includes the following information for

Title
Basic Information.....
Emergency Contacts.....
Evacuation Procedures.....
Shelter-in-Place Procedures.....
Parent Reunification Procedures.....
Child/Parent Information Sheets.....

Dami Dara Day Care Home: Emergency Action Plan.

Evacuation in case of the need to evacuate our site, the following procedures will be followed:

EVACUATION	Children are cared for entire raised ranch home.
ROUTES/EXITS:	Exits (all windows and doors are checked regularly to ensure opening): Kitchen: Sliding doors Dining room/ Family room: Sliding doors. 1 st floor: up the stair's front door and the 2 nd Exit on the 1 st floor through the basement window.

EVACUATION	Children will be evacuated together using a portable play yard with wheels.
INFANTS/TODDLERS	The Site owns two strollers each of which remain in the backyard. In case of the need to evacuate through the windows, children will be placed out window first using any item available to place them n the ground.

NOTIFICATION	Once all the children are safely evacuated: 911: Parents will be notified of the evacuation.
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EMERGENCY KITS/INFORMATION:	Emergency kits will be taken when possible, and cell phone.
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EVACUATION SITES:	If it's the front door exit I would go to the OVI family for help. If its through the Basement window, Ill be asking my neighbor Antao family for help on the left.
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TRANSPORTATION TO EVACUATION LOCATION:	Children will be pushed on portable play yards or strollers to the neighborhood evacuation sites
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Practice the fire drill routinely so the children know exactly what to do in case of an actual fire.

Attachment: Exhibit B. Plan Set (O-2024-70 : Approve a Special Use for a Child Daycare Home at 4 Brucewood Court)

Dami Dara's Home Day Care

Shelter in place/Tornado plan

In case of the need to shelter in place due to tornado or notification from authorities, the following procedures will be followed:

1. Children will be brought to the 1st floor hallway that goes out to the garage. It is away from windows and doors.
2. A quick attendance will be taken to make sure we have all children.
3. Children will sit on the floor quietly with hands covering their heads.
4. Emergency kits containing first aid, food/water/formula, emergency contact sheets with parent phone numbers will be brought to the hallway.
5. I will bring my cell phone as well.
6. Once the immediate threat has been lifted, children will be released back into the main daycare area unless damage to the home has happened.
7. If damage to home is evident, children will be brought next door to the neighbor's home (either to the left to Rob's residence or right to the Spigel residence depending upon assessed damage).
8. Parents will be notified by phone of reunification location to reunite with their children as soon as it is safe.
9. Children will only be released to contacts listed on the child's form with proper identification.

Tornado drills will be practiced monthly so the children know exactly what to do in case of an actual tornado.

Evacuation due to fire or other threat

In case of the need to evacuate the home due to fire or damage to the home, the following procedures will be followed:

1. There are several exits' children can be evacuated by: doors in kitchen, dining room/family room doors, front door, basement window, and using other windows as a last resort.
2. For fire, Children leave through either the front door or through the basement window depending on where the fire is located.
3. Older children can walk holding hands and children under 30 month of age who cannot walk will be placed in a portable play yard with wheels or one of the two strollers which are in the backyard. Children with disabilities will either be placed in a stroller. or their hand will be held by an adult to make sure they can be evacuated safely and stay with the group.
4. A quick attendance will be taken to make sure we have all the children.
5. Emergency kits containing first aid, food/water/formula, emergency contact sheets with parent phone numbers will be taken with.
6. I will bring my cell phone as well.
7. Children will be brought next door to the neighbor's home (either to the right to the Antao residence or to the left to OVI residence) for safety.

8. Parents will be notified by phone of reunification location to reunite with their children as soon as it is safe.

9. Children will only be released to contacts listed on the child's form with proper identification.

Fire drills will be practiced monthly so the children know exactly what to do in case of an actual fire.

Shelter in place: in case of the need to stay put due to tornado or notification from authorities, the following procedures will be followed.

LOCATION: Our 1st floor hallway that goes out to the garage. Away from windows
And doors. Sit down and place you hand over your head.

EMERGENCY
SUPPLIES Emergency kits with food (formula), water.
First aid.
Cell phone - 708-955-0135
 - 630-506-1344
Emergency contact sheets.
Supplies for sealing the hallway on first floor.

Notification: Parents/guardians will be notified once the immediate threat has Passed.

Parent reunification; In case of the need to evacuate or when parents/guardians are unable to get to children, the following procedures will be followed to reunite children with parents/guardians(or other contacts designated by parent/guardian) as soon as it is safe.

Notification Contact information for Dami Dara's Day Care Home, cell phone and
home phone.
Parent contact numbers are:
1)stored
2)kept in emergency kits

Release: Children will only be released to contacts listed on the
child's form with proper identification.

Subject: Hazard Projection Plan

Doors have safety handles or locks.

Laundry Room-locked

Stairs-gate blocked.

Cabinets: no hazardous items in cabinets

Outlets: have child safety covers

All smoke alarms are changed yearly.

Approved fire door used on garage door exit.

Fire/Tornado drills practiced regularly.

No children under 30 months of age allowed in bathroom alone/unassisted. Children under the age of 5 are not allowed to close the bathroom door completely.

Stairs: I have one set of stairs that leads to the basement. The stair is gated denying access to children, not allowing them to go upstairs by themselves. All the children play, eat and sleep in the basement.

Outside play area: Children will play outside in fenced backyard; all children will be supervised by an adult while outside. Travel to nearby parks: we will take the children to a park in the neighborhood. We will walk them safely on the sidewalk and make sure we cross the street holding hands together with an assistant.

Traffic: parents will be expected to come into the house to pick up and drop off their children.

Tools: All tools, gardening and otherwise, are locked in the shed, they are inaccessible to the children.

Medicine: is stored out of reach.

Cleaning supplies: out of the reach of the children.

Radom Testing completed at least once every three years.

02/15/24

Titilope and Michael Afolabi
4 Brucewood Ct
Buffalo Grove IL 60089

Dear Titilope and Michael Afolabi

This letter is to advise you that I have submitted a recommendation to the Central Office of Licensing to issue a day care home license for you. Your license will be in effect for three years, provided that your home remains in compliance with licensing standards and other applicable Department rules. Please display the license prominently in your home at all times.

The provisions of your license are as follows:

Provider ID#: 624764

Effective Dates: 02/28/24-02/28/27

Days Open: Monday-Friday

Day Capacity: 7

Age Range: 6w-12y

Hours of Operation: 6:30 am to 6:00pm

Extended Capacity: 3

Age Range: 5y-12

Hours of Operation:**Night Capacity:**

Age Range:

Hours of Operation:

Area Used: 1st Floor and Basement, exclude Bedrooms

The license capacity is based on our records, which indicate that you currently have:

Pre-School Children: **1** children of your own who do not attend all-day school;
foster children who do not attend all-day school;

School-Age Children: **1** children of your own under the age of 12 who do attend all-day school; foster children who do attend all-day school.

Assistants:

If you wish to change any of these provisions, you must contact me before making changes. If you are also licensed to provide foster care, please note that accepting additional children under 12 years of age for foster care placement may require an amendment (reduction) to the Day Capacity of your license. Should you decide to hire or change an assistant, please notify me as soon as possible. Assistants must complete the background check and medical as stated in Rule 406.10.

As your licensing representative, I will visit your home during the year to determine that you continue to meet licensing standards. Do not hesitate to call me at 312-328-2071 if you have any questions.

Sincerely,



Erika Ortiz
1911 S Indiana Ave 9th fl
Chicago IL 60616

NUMBER AND AGES OF CHILDREN YOU MAY CARE FOR

Name: Titilope and Michael Afolabi

Provider ID: 624764

Effective Date of License: 02/28/24-02/28/27

The age and composition provisions of your license are:

☒ **You have an approved assistant.**

With your assistant present you may care for a total of:

7 children under 5 years of age of which up to 5 children may be under 24 months of age;
and

3 additional children who are attending school full-time outside of the home.

Please Note: These numbers refer to children received for day care; they do not include your own children, relative children or unrelated children living in your home.

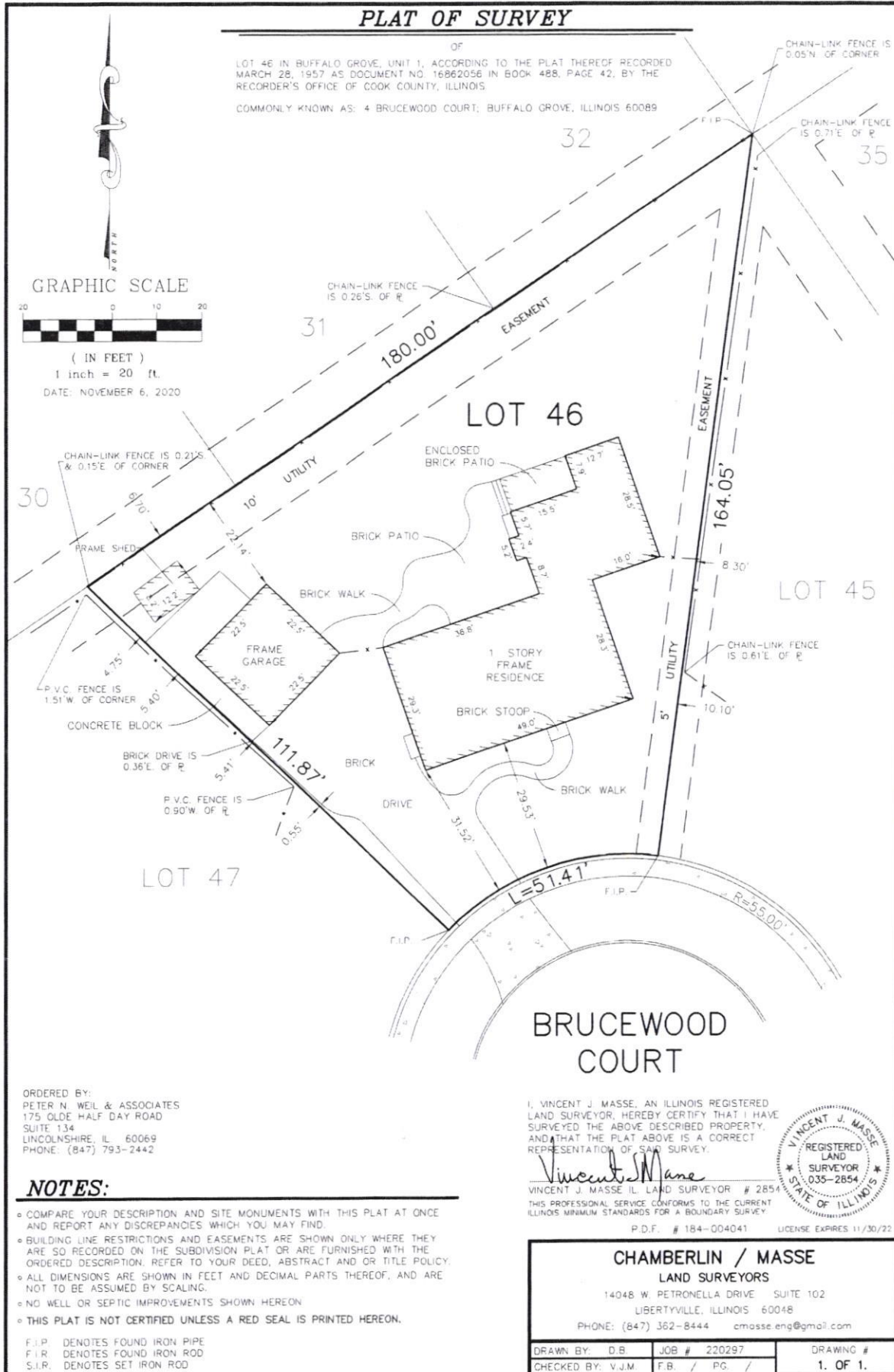
☐ **You do not have an approved assistant.**

As a caregiver alone you may care for a total of children under the age of 12 of which up to:

children may be under the age of 5, of which up to children may be under 24 months of
age; or

children under 5 years of age of which up to may be under 30 months of age.

Please Note: These numbers refer to children received for day care; they do not include your own children, relative children or unrelated children living in your home.



VILLAGE OF BUFFALO GROVE



During your testimony at the Public Hearing, you need to testify and present your case for the Special Use being requested. In doing so, you need to address the six (6) Special Use Standards listed below:

SPECIAL USE STANDARDS

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

Response: The special use at our home will be beneficial and helpful to the neighborhood by assisting busy neighborhood parents a safe and convenient daycare for their children

Just as we have been raising our own kids in our property without posing any health or safety issues to the overall wellbeing of the neighbors, The daycare special use will have no negative impact.

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

Response: This Daycare use will fit well with our neighborhood which is family oriented. Considering the size of our home, driveway and the basement which the kids will be utilizing, the daycare will not contribute much to extra noises or traffic jams.

Proper coordination will be put in place for drop off and pick up of the children.

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

Response: The daycare use in our home will not cause any danger to the neighborhood, this will not in any shape or form hinder the neighbors to enjoy their own properties as the kids will be well supervised even when needed to play outside at the backyard.

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

Response: The daycare use in our home will not disturb any development of the neighborhood building or structure. Our use will continue to abide with the zoning rules and regulations.

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

Response: Our use for the daycare does not require any special utilities or equipment besides the regular water, garbage, sewage, parking, etc., which we already have in place for our daily use.

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.

9.D.c

Response: Parking in our driveway will be utilized by the parents who are dropping off their kids. Our driveway could fit up to 6 cars at a time so plan will be put in place to avoid blocking other neighbors who will be driving in and out if their properties in our court.

Attachment: Exhibit B. Plan Set (O-2024-70 : Approve a Special Use for a Child Daycare Home at 4 Brucewood Court)

VILLAGE OF BUFFALO GROVE



During your testimony at the Public Hearing, you need to testify and present your case for the Child Home Daycare Special Use being requested. In doing so, you need to address the six (6) Special Use Standards listed below:

CHILD DAY CARE HOME SPECIAL USE STANDARDS

A. Provision of child care shall be limited each day to the hours of 6:00 a.m. to 8:00 p.m. Outdoor play shall not be allowed before 8:00 a.m.

Response: In response to this provision, we will ensure that child care services are provided within the designated hours of 6:30 a.m. to 6:00 p.m. Monday through Friday. Additionally, we will adhere to the restriction on outdoor play before 8:00 a.m. to respect the peace and quiet of the surrounding neighborhood during early morning hours. This commitment reflects our dedication to operating in compliance with local regulations and fostering a harmonious relationship with the neighbors and the community.

B. Adequate space shall be provided on the driveway of the property for parking while children are being dropped off or picked up at the home.

Response: We will ensure that adequate space is available on the driveway of the property to accommodate parking while children are being dropped off or picked up at the home. This will help facilitate a smooth and safe process for families accessing our child care services, while also minimizing disruptions to traffic flow in the neighborhood. We are committed to providing a convenient and welcoming environment for all families who utilize our services.

C. Traffic congestion or safety hazards shall not be created in the adjacent neighborhood.

Response: In response to this requirement, we are committed to ensuring that our operations do not contribute to traffic congestion or create safety hazards in the adjacent neighborhood. We will implement measures such as designated drop-off and pick-up areas, traffic flow management, and communication with parents to minimize any potential impacts on the surrounding area. Our priority is to maintain the safety and well-being of both our children and the community at large.

D. A play area shall be provided in the rear yard of the property. Said area shall be enclosed by a fence at least four feet in height to ensure the safety of the children. The fenced play area shall be secured with self-closing and self-latching gate(s) as approved by the Village. Said play area shall be screened from adjacent properties with fencing or landscaping.

Response: to this requirement, we will ensure that a designated play area is provided in the rear yard of the property. This play area will be enclosed by a fence at least four feet in height to ensure the safety of the children. Additionally, the fenced play area will be equipped with self-closing and self-latching gate(s) as approved by the Village to further enhance safety measures.

Furthermore, we will ensure that the play area is appropriately screened from adjacent properties either through fencing or landscaping to provide privacy and minimize disturbances to neighboring properties.

Our commitment is to create a safe and enjoyable outdoor space for the children under our care while also being considerate of the surrounding community and adhering to regulatory standards set forth by the Village.

E. The day care activities shall not create undue noise or other nuisances for adjacent properties. There shall be no outdoor sound amplification devices which produce distinctly and loudly audible sounds beyond the boundary of the property from which the sound originates.

Response: We are committed to ensuring that our daycare activities do not create undue noise or other nuisances for adjacent properties. We will refrain from using outdoor sound amplification devices that produce loud and distinctly audible sounds beyond the boundary of our property.

We understand the importance of maintaining a peaceful environment for both the children under our care and the neighboring properties. We will take appropriate measures to manage noise levels and conduct our activities in a manner that respects the tranquility of the surrounding area.

Our goal is to be a considerate and responsible member of the community, and we will adhere to these guidelines to promote harmony and goodwill with our neighbors.

F. Employees who are not residents of the day care home may be employed by the day care provider, if it is determined by the Planning and Zoning Commission that this would not be detrimental to the neighborhood. Parking shall be provided on the property for any employee driving to the home.

Response: In response to this provision, we will ensure that any employees who are not residents of the daycare home and are employed by the daycare provider are evaluated by the Planning and Zoning Commission to determine whether their employment would be detrimental to the neighborhood. Additionally, parking will be provided on the property for any employee who drives to the home.

G. An approved day care home shall be subject to periodic inspection by the Village in accordance with Village procedures for inspections concerning health, life-safety and other applicable regulations.

Response: We acknowledge that our approved daycare home will be subject to periodic inspection by the Village in accordance with their procedures for inspections related to health, life-safety, and other applicable regulations.

We are committed to maintaining a safe and healthy environment for the children under our care, as well as complying with all relevant regulations and standards set forth by the Village. We will cooperate fully with Village inspectors during these inspections to ensure that our daycare home meets all necessary requirements and remains in compliance with applicable regulations.

Our priority is the well-being and safety of the children in our care, and we will take proactive measures to address any concerns identified during these inspections to ensure the continued quality of our daycare services.

H. The Planning and Zoning Commission and Corporate Authorities may impose conditions and restrictions as may be necessary or appropriate to comply with the foregoing criteria and standards. The foregoing standards may be modified as deemed reasonable in specific cases.

Response: In response to this provision, we acknowledge that the Planning and Zoning Commission and Corporate Authorities have the authority to impose conditions and restrictions deemed necessary or appropriate to comply with the criteria and standards outlined. Additionally, we understand that these standards may be modified as deemed reasonable in specific cases.

We are committed to working closely with the Planning and Zoning Commission and Corporate Authorities to ensure that any conditions or restrictions imposed are met and that modifications to the standards are implemented in a reasonable manner. Our goal is to maintain compliance with all regulatory requirements while providing quality daycare services to the community.

We appreciate the opportunity to collaborate with the authorities to ensure the safety, well-being, and satisfaction of the community.

9.D.c

I. The Planning and Zoning Commission shall consider the number and location of other child day care homes so as to avoid congestion and other negative impacts.

Response: we understand that the Planning and Zoning Commission will consider the number and location of other child day care homes to avoid congestion and other negative impacts.

Attachment: Exhibit B. Plan Set (O-2024-70 : Approve a Special Use for a Child Daycare Home at 4 Brucewood Court)

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**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, MAY 15, 2024**

Call to Order

The meeting was called to order at 7:30 PM by Chair Mitchell Weinstein

Public Hearings/Items For Consideration

1. Consideration of a Petition for a Special Use to Allow a Home Daycare at 4 Brucewood Ct (Trustee Weidenfeld) (Staff Contact: Kelly Purvis)
Deputy Director Purvis, provided a background on the subject property and the request. The petitioners and homeowners, Michael Afolabi and Titilope Afolabi, were sworn in. Mr. Afolabi stated they are looking to provide a daycare for 8 to 10 children and has been residing on the property for 4 years. His wife has a strong affection for children and they also have a child of their own. Due to the unavailability of daycare facilities in Buffalo Grove, they decided to establish their own daycare to address the need for childcare in the area. They are open to suggestions on minimizing noise disturbances and plan to have the children play outside for only an hour, between 10 and 11 in the morning. Mrs. Afolabi further indicated that they intend to walk the kids to the park regularly for additional outside playtime.
Com. Moodhe asked Staff if there was any major issues with the inspections that were completed.
Purvis stated that there were standard items that were concerns during the first inspection such as the fence gate, smoke detectors and water temperature for hand washing. She stated that the second inspection all the items were addressed.
Com. Moodhe asked if most other home daycares are in residential neighborhoods.
Purvis confirmed.
Com. Moodhe asked if commercial daycares are located in commercially zoned districts.
Staff provided zoning districts and locations for other commercial daycares located in the Village's Business Districts.
Com. Moodhe indicated that there is a detailed plan for emergencies and asked about driveway capacity.
Mr. Afolabi stated they have room for 8 cars within the driveway.
Com. Moodhe asked if they anticipate if all cars will come at once for drop-off or pick-up.
Mr. Afolabi said no.
Com. Davis asked if there was to be an influx of traffic and or number of cars coming to drop-off or pick-up their child, how do you plan to enforce the traffic restrictions?
Mr. Afolabi stated that they currently have space in the garage for two cars, but there is room for eight cars overall. He stated that they will communicate with the parents to

Attachment: Exhibit C. PZC Minutes May 15, 2024 (O-2024-70 : Approve a Special Use for a Child Daycare Home at 4 Brucewood Court)

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park their cars in the driveway, leaving enough space to maneuver and ensuring that there will be room for as many cars as needed.

Com. Saxena asked staff what the main substance of the objections to the requested daycare were.

Purvis stated that the concerns were the noise of the children playing in the backyard, traffic issues, and the general use of a home daycare within the residential neighborhood.

Com. Saxena asked about how long the kids will be outside to play each day.

Mr. Afolabi stated that they will be outside for an hour each day, weather permitting, so the kids can enjoy the outdoors and limit the noise from the play in the backyard.

Com. Saxena asked how they plan to handle the noise from the neighbors.

Mr. Afolabi stated they are kids and will try their best they can to limit noise and are open to hear feedback from the neighbors regarding noise issues.

Com. Saxena asked, how will they plan to manage the safety of the kids while outside.

Mr. Afolabi stated that the yard has been inspected and has plenty of grass in the backyard with a fence. The kids will also be supervised.

Com. Saxena asked about putting signage up regarding the daycare.

Mr. Afolabi stated that the kids will be playing in the backyard so there is no need for signage. He stated that they have a safe space in the backyard.

Com. Saxena asked if they are planning to take in special needs kids.

Mr. Afolabi stated that they are new and have not been trained yet, but they could be open to it in the future.

Com. Au asked if they have clients already in mind or committed to the daycare.

Mr. Afolabi stated yes and no. They got asked about it by neighbors once they went through the state approval but have not heard from anyone as they have are working through the Village approval process for the daycare.

Com. Au asked staff if there have been any noise or violations with the existing or previous home daycares within the Village.

Purvis stated that there have not been any issues with noise or violations with existing or previous home daycares within the past 10 years.

Com. Worlikar asked the Petitioner if they will be adding 6 children to the daycare, since they already have 2 kids of their own to meet the maximum number of children within the Code of 8.

Mr. Afolabi said yes. He continued that the state requirements are more children than what the Village's requires so they will have a total of 8 children within the home.

Purvis provided the definition and requirements of a number of students within a home daycare per the Village requirements.

Com. Worlikar asked about the standards of when they are able to have the children outside.

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Mr. Afolabi stated that they have not come across that yet, but will not be letting the kids outside when it is too cold for them.

Com. Worlikar asked if they have two possible children for enrollment.

Mr. Afolabi stated it depends on when the daycare is approved by the Village.

Com. Spunt asked if the hour outside was going to be in the afternoon, if they had playground equipment, and if the primary spot within the house for the daycare will be in the basement of the home.

Mr. Afolabi confirmed.

Chairperson Weinstein asked about the process regarding the State Department of Children and Family Services (DCFS) license for a daycare and how long the process was.

Mr. Afolabi stated it was a long process that started about three years ago. The State required background checks on him and his wife and also asked a lot of questions regarding the reason for the daycare and why they wanted to open a home daycare.

Chairperson Weinstein asked if there were one or more inspections done on the house by the DCFS.

Mr. Afolabi stated there was more than one inspection done by the DCFS.

Chairperson Weinstein asked if there was more than one inspection done by the Village.

Mr. Afolabi confirmed.

Chairperson Weinstein asked about hours of operation and asked if they plan to operate from 6:30 AM to 6:00 PM.

Mr. Afolabi confirmed.

Chairperson Weinstein asked the Petitioner if they fully understood the daycare criteria and would meet all the requirements listed in the Village Code and understood that they would have to renew every two years for a daycare.

Mr. Afolabi confirmed they understand the requirements and the renewal of the license.

Chairperson Weinstein asked Staff if there were complaints regarding the daycare while the license was pending, what would typically happen.

Purvis stated it would be treated like any other property maintenance or nuisance complaint that the Village received. The Village would out our property maintenance inspector and they would receive a notice of violation. They would be given a specific amount of time to correct that violation and then go through the adjudication process if things were not corrected. She continued that during the two-year period, the Village could also rescind the license if there were ongoing issues.

Chairperson Weinstein asked how long the Petitioner has lived in the house.

Mr. Afolabi said for four years.

Chairperson Weinstein asked, prior to submitting the petition for the daycare, if they approached or asked any of their neighbors about their plans.

Mr. Afolabi said they talked to two neighbors near their home about their plan and they had no issues with it.

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Rachel Erlichman, 14 Crestview Terrace, and Marc Erlichman, 14 Crestview Terrace, were sworn in.

Mrs. Erlichman stated that she lived in her home for 32 years. She continued that out of all her neighbors, she is the youngest one at 61 years old. She mentioned that most of her neighbors are around the age of 80-90 years old. She continued that she had been in contact with Kelly Purvis regarding the Special Use process and told her that she would recommend people to come to the meeting. However, she stated that most of her neighbors are old and didn't want to come out. So she has a signed petition from the ten neighbors whose yards touch the rear yard of the subject property and stated that nobody wants a daycare. She stated that many neighbors have been in their homes since they were built and raised their children together, and they do not want this business in their area or any other business in the area. She stated that she noticed the last meeting was supposed to be on April 17 and noticed the next day, there was a trampoline in the backyard of the property. She stated that all surrounding properties don't want this business. She stated this is nothing personal as she has raised three children of her own but noted that having the kids inside for 12 hours and only outside for 1 hour is ridiculous. She stated that this daycare is not a feasible option, particularly in this area due to the age of the residents in the area that range from 60 to almost 90 years old. She continued with another issue with the cul-de-sac is that the snow plow does not go through there, and the whole cul-de-sac will not be shoveled. She continued there is a whole school of issues that come up with this daycare with the driveways and the traffic created and safety issue of other properties.

Mr. Erlichman stated that this area is the original Buffalo Grove in 1957, and the houses were built residential, which is the intent of why they moved here. He stated that their main concern is the outside noise as the subject property is located in a cul-de-sac and impacts more houses than a normal residential home because of the central location. He stated that another issue is that the neighborhood is transitioning and has a couple houses in the area that he has some concerns about from a safety standpoint. He stated that 222 St Mary's is transient section 8 housing with eight plus men living in the home, which is a concern. He continued that 38 Crestview and 8 Crestview are also transient homes. He stated that he would like the neighborhood to continue to be a residential, quiet neighborhood. He said that he believes the kids should be outside for longer than an hour when it is a beautiful day outside.

Mrs. Erlichman stated that she has recently filed complaints with the village regarding property maintenance, but the village has not responded.

Chairperson Weinstein entered the photos and the neighbors' petition into the exhibit. The Commissioners reviewed the documents that were submitted.

Mr. Afolabi thanked everyone for their time. He continued that the trampoline in the backyard does move and is not static and has had friends come and use the trampoline. He continued that they are limiting the time outside to 1 hour due to the noise concerns from the neighbors. He stated that their neighbor is 80 years old and respects their ideas to have peace and accommodate their concerns.

Com. Spunt asked Staff if the Village does clear the cul-de-sac.

Binder stated that the road is a local road, and the Village is obligated to clear it of snow when a snow event occurs.

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Mr. Afolabi stated they never had problems with the cul-de-sac not being cleared of snow.

Com. Moodhe asked Staff that the DCFS has a restriction of 12 students for daycare and the Village has a restriction of 8. He stated that he grew up in Buffalo Grove, and his friend's house had 12 children in the home. He asked if the Village can control the number of children in a home.

Brankin stated that limiting people to having 12 kids is self-evident.

Com Davis moved for a positive motion recommendation, seconded by Com. Moodhe.

Com. Au was in favor of the motion as she stated it was a good idea. She stated that bringing children to the neighborhood is a great way to make sure people know that this is a friendly community with a playground nearby. She stated this is a great opportunity since there have been no previous issues or concerns from other similar home daycares in the past within residential districts in Buffalo Grove. In addition, since they passed all inspections and requirements of DCSF and the Village, she has no concerns.

Com. Davis is in favor of the motion. He stated this is a very easy thing to do off the books, but he appreciates the petitioner coming through the process.

Com. Saxena stated that he is in favor of the motion as the Petitioner has gotten all the correct approvals by the State and would be nice for the neighborhood to have kids around.

Com. Moodhe spoke in favor of the motion. He stated that his kids were in a home daycare for a number of years and understands how helpful they are. He stated that since they are going through the correct process, we know who they are and what they will do to comply with the regulations. He stated that having 8 children in a residential neighborhood is not a big deal and children playing in the yard is a good thing to have.

Chairperson Weinstein spoke in favor of the motion. He stated that he always will have concerns when neighbors of the surrounding property in question are concerned, but for him, it boils down to what the criteria and the rules and ordinances are and whether the petitioner has addressed them. He stated that, given both written and oral testimony, the evidence suggests that the criteria are met.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Moodhe, Spunt, Weinstein, Au, Worlikar, Davis, Saxena
ABSENT:	Kevin Richards

2. Consider a Zoning Variation for the Purpose of Constructing a Three-Seasons Room that Would Encroach into the Required 40-Foot Rear Yard Setback at 2280 Apple Hill Ct S. (Trustee Weidenfeld) (Staff Contact: Andrew Binder)

Associate Planner Binder, provided a background on the subject property and the request.

Zach Zielinski, the Petitioner, and Jia Cheng, property owner, were sworn in. Mr. Zielinski provided an overview of the request.

Com. Worlikar asked Staff if the request is similar other neighborhoods in the Village due to the rear yard setback that the PZC often reviews.

Binder stated that there is a precedent with these variation requests as most of them that we see are under 33% encroachment into the rear yard and most of them are

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related to a 30-foot setback variation. This request is within the 40-foot rear yard setback variation and is under the 33% requirements that allows the PZC to approve.

Com. Worlikar clarified that if this structure was a separate, accessory structure, it would be allowed outright without a variation.

Binder confirmed.

Com. Au asked if there has been any concerns from the neighbors regarding this proposal.

Binder stated that Staff has not received any calls or inquires regarding this request.

Com. Au asked if the Petitioner has talked to their neighbors about the proposed addition.

Cheng stated yes, and she said she had one of her neighbors come to the meeting.

Com. Saxena asked that since the sunroom can't be flipped or rotated because of the chimney, even if the sunroom is adjusted, it still would need a variation.

Binder confirmed.

Dr. Todd Spohnholtz, of 2270 Apple Hill Ct, stated that he is present to support the request. He stated that his next door neighbor did the neighborly thing and gave him a heads up on what they are looking to do. As a homeowner for 15 years, he stated that he enjoys the view of his neighborhood and the proposed request is minimal and he has no issue with the requested addition.

Com. Davis moved to grant the variation. Com. Worlikar seconded the motion.

Chairperson Weinstein talked about the criteria and stated that the request is a minimal intrusion into the rear yard setback, is not affecting anybody, and does not affect the neighborhood in any negative way.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Moodhe, Spunt, Weinstein, Au, Worlikar, Davis, Saxena
ABSENT:	Kevin Richards

3. Consider a Special Use for a Health Club in the Industrial District at 1637-1639 Barclay Blvd (Trustee Weidenfeld) (Staff Contact: Andrew Binder)

Associate Planner Binder, provided a background on the subject property and the request.

Chairperson Weinstein stated that he does know the Petitioner, as his daughter shadowed Sarah for a summer in her physical therapist business to gain some experience in physical therapy hours. He stated there is no conflict.

Brankin confirmed that there is no conflict.

Associate Planner Binder, provided a background on the subject property and the request.

Chairperson Weinstein stated that he does know the Petitioner, as his daughter shadowed Sarah for a summer in her physical therapist business to gain some experience in physical therapy hours. He stated there is no conflict.

05/15/2024

Brankin confirmed that there is no conflict.

Sara Miranda, the Petitioner, provided an overview of her business operations.

Com. Moodhe asked if the new business would be in addition to her business in Arlington Heights.

Ms. Miranda stated no, that they are moving their business to Buffalo Grove and she is leaving her Arlington Heights location which is also located in an industrial area.

Com. Moodhe asked if they have had any problems with her existing business in an industrial area.

Ms. Miranda said not at all and indicated that her business is not one that requires a storefront. She stated that she used to be in a storefront in Buffalo Grove and likes the industrial area as her business is more of a destination. She talked further about the low impact of her business having one-on-one physical therapy.

Com. Moodhe asked if Staff has seen any issues with these types of businesses in the industrial area.

Binder stated he has not been aware of any issues with these businesses in the industrial area as he stated they kind of blend in and don't have any impact on the surrounding businesses.

Com. Spunt asked if business will have more space in Buffalo Grove compared to their current location.

Ms. Miranda stated no, they are downsizing and are moving due to new owners of her existing space.

Com. Davis made the motion to recommend approval. Com. Moodhe seconded the motion.

Com. Moodhe spoke in favor of the motion as recreational uses fit into the industrial area.

Chairperson Weinstein agreed and spoke in favor of the motion due to the low traffic impact and low number of clients and employees.

RESULT:	RECOMMENDATION TO APPROVE [UNANIMOUS]
AYES:	Moodhe, Spunt, Weinstein, Au, Worlikar, Davis, Saxena
ABSENT:	Kevin Richards

Regular Meeting

Other Matters for Discussion

Approval of Minutes

1. Planning and Zoning Commission - Regular Meeting - May 1, 2024 7:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
AYES:	Moodhe, Spunt, Weinstein, Au, Worlikar, Davis, Saxena
ABSENT:	Kevin Richards

Chairman's Report

None

Committee and Liaison Reports

05/15/2024

None

Staff Report/Future Agenda Schedule

Staff provided an update regarding the upcoming PZC schedule.

Public Comments and Questions

None

Adjournment

The meeting was adjourned at 9:06 PM

Kelly Purvis

APPROVED BY ME THIS 15th DAY OF May, 2024

Mitchell Weinstein, Commissioner

The administration of the Village of Buffalo Grove has advised our community that the residents of 4 Brucewood Court have applied to open a day care in their home.

As we have all enjoyed living in a quiet area, it is imperative that we submit our objection to a business within a residential area to the village board. There are plenty of store fronts available for lease in the business area.

The meeting is at 7:30pm, May 15, 2024, which was originally to have taken place in April, but was postponed.

14
CRESTVIEW

Dewey Deal	DEWEY DEAL	Crestview
Rachel Erlichman	Rachel Erlichman	
Ch. Wheeler Plk	158 St. Mary's	
CC Ballo	222 St. Mary's	
Jung Hak Regina Cottrell	10 Crestview Terrace B, H	
Melissa Seiko	6 Crestview Terr.	
Mal Rapp	26 Crestview Terr.	
Lampson Sibert	22 Crestview Terr.	
Wood Osman	12 Crestview Terr.	
Jan Balun		
Halina Pakun	28 CRESTVIEW TERRACE	

Attachment: Public Comments (O-2024-70 : Approve a Special Use for a Child Daycare Home at 4 Brucewood Court)



From:
To: [Kelly Purvis](#)
Subject: public hearing
Date: Monday, April 15, 2024 1:25:52 PM

Hi Kelly. I don't know if you are the person who handles the public hearing notices or not.

I wanted to respond to a mailing we received regarding 4 Brucewood Court and Titilopo Afolabi.

We OBJECT to the opening of a daycare at their home.

Their home abutts to the homes on Crestview Terrace. We and our neighbors enjoy gardening and other activities in our yards.

We do NOT want to have to hear children all day long while we are out in our yards. The yards that are to the back of 4 Brucewood

Court are almost entirely owned by older persons.....many who are retired.

The public notice went out NOT indicating even the days or times that the person wants to operate their home daycare.

I hope that the Village of Buffalo Grove will seriously consider our objection and not approve the home daycare.

14 Crestview Terrace
Buffalo Grove, IL 60089

Attachment: Public Comments (O-2024-70 : Approve a Special Use for a Child Daycare Home at 4 Brucewood Court)

From:
To: [Kelly Purvis](#)
Subject: Re: Automatic reply: public hearing
Date: Tuesday, April 16, 2024 4:27:02 PM

We have old people and language barriers that do not allow for the neighbors to object to the daycare. We have a couple who are 86 years old, a Chinese family without language skills, a 85 year old Korean woman, a Polish family and a Ukrainian family. These people are not comfortable protesting the daycare. Perhaps they are illegal. This corner to the back of the 4 Brucewood cul de Sac objects in the strongest terms to the daycare.

Sent from my iPhone

Attachment: Public Comments (O-2024-70 : Approve a Special Use for a Child Daycare Home at 4 Brucewood Court)

From:
To: [Kelly Purvis](#)
Subject: 03-04-105-014-000 at 4 Brucewood court
Date: Tuesday, April 16, 2024 8:56:59 PM
Attachments: [image001.png](#)

Greetings,

I am a resident at 14 Crestview Terrace. My property backs up to the property in question and I strongly oppose the usage of a private residential property as a child day care center. I do not want the additional traffic or noise that will undeniably be present outside disturbing the currently peaceful setting the neighborhood offers. I also believe it will negatively impact property values on the block as no home near this noise will be as valuable. Unfortunately, I cannot attend the meeting as I have a work place dinner that evening.

I chose do not live in a business district. Please keep it that way.

Thank you

From:
To: [Kelly Purvis](#)
Subject: Fw: Picture to 4 Brucewood Ct
Date: Wednesday, April 17, 2024 9:50:16 AM
Attachments: [IMG_6075.jpg](#)
[IMG_6076.jpg](#)
[IMG_6077.jpg](#)
[IMG_6078.jpg](#)

Dear Kathy:

I am providing 4 pictures of the yards that abutt to 4 Brucewood Court. As you can see, the fencelines touch.

In the one picture, you can see my 80 year old neighbor out in her hair already gardening.

As I have previously mentioned, this is not a section that should have a day care. In fact, the area is not zoned as a business district.

The village has not done a good job in ensuring that properties owners take care of their own. In the more than 30 years that we have lived here we have seen auto mechanics work on cars in their driveways, toys left on sidewalks for day care or sitters, roofers who park multiple vans blocking streets until the point that their vehicles are actually out into the street itself as it is on Rosewood.

14 Crestview Terrace
Buffalo Grove, IL 60089

Attachment: Public Comments (O-2024-70 : Approve a Special Use for a Child Daycare Home at 4 Brucewood Court)



Attachment: Public Comments (O-2024-70 : Approve a Special Use for a Child Daycare Home at 4 Brucewood Court)







Ordinance No. O-2024-71 : Award of Street Sweeping Contract

Recommendation of Action

Staff Recommends Approval.

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Lakeshore Recycling Systems, LLC., for Street Sweeping Services in an amount not to exceed \$89,778.04 for the initial term of the contract, pending final review and approval of the contract by the Village Attorney.

ATTACHMENTS:

- 2024 STREET SWEEPING BID AWARD RECOMMENDATION MEMO (DOCX)
- Street Sweeping Services Ordinance (DOCX)
- BIDTAB Final - Street Sweeping (PDF)
- 2024 Street Sweeping - Contract LRS (PDF)

Trustee Liaison

Bocek

Staff Contact

Jim Warnstedt, Public Works

Monday, June 17, 2024	
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VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: June 13, 2024

TO: Dane C. Bragg, Village Manager

FROM: Jim Warnstedt, Deputy Public Works Director

SUBJECT: Street Sweeping Services

Recommendation

Staff recommends that the Village Board authorize the Village Manager to execute a contract with Lakeshore Recycling Systems, LLC., for Street Sweeping Services in an amount not to exceed \$89,778.04 for the initial term of the contract, pending final review and approval of the contract by the Village Attorney.

Background

Staff led a bid for Street Sweeping Services. The contract includes sweeping services for all Village owned and maintained streets as well as Village owned properties. The initial term of this contract is for 18 months with 2 possible two-year extensions, pending acceptable performance by the contractor and approval by the Village Board.

Staff direct marketed five contractors for this service along with the bid being posted on the Villages website and in the newspaper. Lakeshore Recycling Systems, LLC., was the sole responsive and responsible bidder. A copy of the bid tab is attached for reference. Staff reached out to the other contractors to see why they did not submit a bid and the general consensus was capacity issues.

Street Sweeping is an activity that has historically been completed in house using FT staff and VOBG owned equipment. The VOBG currently owns two street sweepers, with one of the units scheduled to be replaced in FY24 at a cost of \$390,000.00 paid out over FY24 & FY25, and the other unit scheduled for replacement in FY26 & FY27 at a similar cost.

This activity has historically required an average of 900 FT staff hours annually to complete, at an average annual cost of \$116,760.00 including labor, equipment and materials to complete. Based on the bid provided by Lakeshore Recycling Systems, LLC staff believes the Public Works will see a savings of approximately \$57,000.00, while also feeding approximately 700 FT staff hours back into the Street section to perform other Tier 1 jobs and activities throughout the Village. (after deducting necessary contract oversight staff hours)

If we elect to move forward with this bid as proposed unit #438 (street sweeper scheduled for replacement FY24) would be sold off for asset recovery, while unit #433 would continue to be maintained and stored in house during the evaluation period of this contract as emergency equipment.

ORDINANCE 2024-_____

**AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH LAKESHORE RECYCLING SYSTEMS LLC.,
FOR STREET SWEEPING SERVICES**

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute a contract with Lakeshore Recycling Systems, LLC., for Street Sweeping Services in an amount not to exceed \$89,778.04 for the initial term of the contract, pending final review and approval of the contract by the Village Attorney. Contract extensions will be brought to the board for approval.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2024

APPROVED: _____, 2024

APPROVED:

Eric N. Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk

Attachment: Street Sweeping Services Ordinance (O-2024-71 : Award of Street Sweeping Contract)

Village of Buffalo Grove
Finance Department
VoBG-2024-18
Tabulation

Street Sweeping 2024

9.E.c

RFB Opening: June 5, 2024 9:00 AM

Lakeshore Recycling Systems
5500 Pearl Street
Rosemont IL 60018

Bid Bond:	Yes
Signed Proposal Form:	Yes
Signed Public Contract Statements:	Yes
Contract Modifications Requested	Yes
Items	
1 - Residential and Non-Residential Streets "Village Streets"	\$38,792.82
2 - All Village Maintained Parking Lots Parking lot price included in "Village Streets" price	\$0.00
3 - Emergency Sweepings	\$3,325.20
4 - Special Request Sweepings	\$2,771.00
TOTAL ANNUAL COST	\$44,889.02

Attachment: BIDTAB Final - Street Sweeping (O-2024-71 : Award of Street Sweeping Contract)

STREET SWEEPING CONTRACT

Street Sweeping (the “Contract”) is entered between the Village of Buffalo Grove (hereinafter the “Village” or “Owner”), an Illinois home-rule unit of government, and Lakeshore Recycling Systems an [LLC] (hereinafter the “Contractor”) on this ____ day of _____, 2024 (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 solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; 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 – Scope of Work & Specifications
Contract Exhibit B – Schedule of Prices
Contract Exhibit C – Performance Bond
Contract Exhibit D – Partial Lien Waiver
Contract Exhibit E – Final Lien Waiver

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.

Attachment: 2024 Street Sweeping - Contract LRS (O-2024-71 : Award of Street Sweeping Contract)

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. For subsequent terms, requests for increases of unit prices shall not exceed the CPI-All Urban Consumers, Chicago or 3% whichever is less. 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. An executed and notarized Contractor’s Sworn Statement in a form similar to AIA G702 or AIA G703;
2. Either a partial or final lien waiver from every subcontractor, sub-subcontractor, or materialman in substantially the same form as attached here as **Contract Exhibit D** and **Contract Exhibit E**;
3. Certified payroll necessary for the Prevailing Wage Act; and

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 **June 18, 2024** and ending December 31, 2025 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 affected 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 – PERFORMANCE BOND

The Contractor shall provide the Village with a performance bond in substantially the same form as on **Contract Exhibit C** (the “**Performance Bond**”) prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – 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 Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Village of Buffalo Grove and its officers, officials, employees, volunteers and agents (“Indemnitees”) from and against all third party claims, damages, losses, and expenses including but not limited to reasonable legal fees (attorney’s fees and court costs) (“Losses”), arising out of or resulting from the Contractor’s performance of the work, except to the extent any such losses arises out of the acts or omissions of Indemnitees.

ARTICLE IX – 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.

The Certificate of Insurance shall state the Village of Buffalo Grove has been endorsed as an "additional insured" by the Vendor's insurance carrier. Specifically, this Certificate must include the following language: **"The Village of Buffalo Grove, and it's respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the agreement term."**

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 Village.

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 X – 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 XI – 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 XII – 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
Mskibbe@vbg.org
ATTN: Director of Public Works

WITH COPIES TO: Cc: pbrankin@schainbanks.com
Cc:tcwisniewski@vbg.org

IF TO THE CONTRACTOR:

ATTN: _____

ARTICLE XIII – 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 XIV – 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 XV – SEQUENCE OF THE WORK

The Director of Public Works 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 XVI – SUPERVISION

The Director of Public Works 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 Director of Public Works. 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 Director of Public Works, 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 XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Director of Public Works, 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 XVIII – 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 Director of Public Works. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Director of Public Works 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 Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Director of Public Works or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Director of Public Works or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twenty-four (24) months from the date of final, and not substantial, completion.

ARTICLE XX – 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 Director of Public Works 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 XXI – 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 Director of Public Works or his authorized representative.

ARTICLE XXII – 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 XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, 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 XXIV – 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. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. 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.

E. 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.

F. PREVAILING WAGE ACT - The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days’ Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage

Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number.

Current rates can be located on the Illinois Department of Labor website.

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

ARTICLE XXV – 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 XXVI – 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 XXVII – 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. COUNTERPARTS** – This Contract may be executed by the Parties in any any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.
- D. 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.
- E. NO THIRD-PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- F. 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.
- G. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- H. 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.

- I. 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.*
- J. 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.
- 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.

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

Company
[An Illinois _____ company]

By: _____
Name: Dane Bragg
Title: Village Manager

By: _____
Name: _____
Title: _____

**CONTRACT EXHIBIT C – PERFORMANCE BOND
FORM OF PERFORMANCE BOND**

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____ (the “**Principal**”) and _____ (the “**Surety**”), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the “**Village**”), the full and just sum of _____ Dollars (\$_____) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular **Street Sweeping** contract between Principal and the Village dated __ day of _____, 20__, (hereinafter referred to as the “**Contract**”), a copy of which is attached and incorporated by reference as though fully set forth herein.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Contract; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Contract; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Work thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work.

IN WITNESS WHEREOF, we have hereunto set our hands and sea __ day of _____, 20__.

SURETY

PRINCIPAL

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST

ATTEST

By: _____

By: _____

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.

Attachment: 2024 Street Sweeping - Contract LRS (O-2024-71 : Award of Street Sweeping Contract)

PARTIAL LIEN WAIVER

CONTRACT EXHIBIT A – DESCRIPTION OF THE WORK

[Description of the Work]

SCOPE OF WORK

1. SCOPE OF WORK

The Village is seeking a Contractor to perform street sweeping services on Village owned roadways, property within the Municipal boundaries, and streets that are part of municipal partnering agreements. All quantities are included in the Specifications.

The Village is requesting pricing for street sweeping, along with parking lot sweeping with various items. Pricing shall be provided on a per cycle or hour basis. A cycle is defined as complete street sweeping operations within the defined area within the designated timeframe as indicated within the Specifications.

2. SCHEDULING OF WORK

- 2.1 Cycle sweeping schedules will be developed by the Village. The provided dates & frequency of sweeps are tentative and are intended for planning purposes only. Additional sweeping cycles may be scheduled at the discretion of the Village's representative. If needed, dates for cycle sweeps may be requested earlier, later, or not at all depending on weather and conditions of the roadways.
- 2.2 All work shall be scheduled with the Village representative or assigned designee. While working for the Village during regularly scheduled street sweeping cycles (Monday-Friday), the Contractor's sweeping employees or route supervisor shall speak with the Village's representative on a daily basis at or before 7:15 AM. At that time the Contractor shall be instructed where to begin. If an early morning sweep is scheduled (earlier than 7:00 AM), then the Contractor's employees or route supervisor should contact the Village's representative one working day prior to the scheduled sweep.
- 2.3 In the event the Contractor fails to complete an assigned task or assigned area with the day, the task shall be completed the following day at no additional cost to the Village. In the event the Contractor completes a task or assigned area in less than an eight (8) hour period, the Contractor shall contact the Village for additional tasks.
- 2.4 During a scheduled cycle, the Contractor shall have, at a minimum, one (1) sweeper working in the Village.
- 2.5 In the event a street rehabilitation or improvement project is under construction or will be under construction where cleaning is scheduled, that portion of a cleaning cycle will be eliminated from the sweeping cycle. The section(s) of streets eliminated may be re-entered at the first scheduled cycle of the rehabilitation. Prior to re-entering any such street into cycle, a field inspection shall be made by the Village and the Contractor to determine what cleaning will be required by others. In no event will the Contractor be allowed additional compensation by the Village for initial cleaning of re-entered street following rehabilitation or construction unless directed to do so by the Village.
- 2.6 Newly annexed areas – streets in areas annexed after the contract is in effect shall be cleaned under the same requirements for all other streets. Compensation for new streets will be made solely at the discretion of the Village.

3. EMERGENCY SWEEPING

- 3.1 The Contractor shall provide emergency response street sweeping services for vehicle accidents, material spills, water main breaks, or other emergencies as determined by the Village that would occur outside of normal street sweeping service or hours.
- 3.2 The Contractor must respond and begin sweeping within ninety (90) minutes of notification from the Village.
- 3.3 The Contractor shall be paid on a per hour basis with a two (2) hour minimum. This does not include travel time from the Contractor's place of business to emergency sweeping site(s). No additional compensation will be allowed for work performed on overtime, weekends, or holidays.
- 3.4 If the Village indicates the sweeping does not need to be completed within the 2 hour timeframe, the sweeping shall be charged as a Special Request Sweeping.
- 3.5 The Contractor shall provide a separate invoice for these services.

4. SPECIAL REQUEST SWEEPING

- 4.1 The Village may require the Contractor to provide special request sweeping for various community events or incidents not requiring a ninety (90) minute response time. These events include non-emergency events, parades, carnivals, tree trimming clean- up, and other instances as requested by the Village that would occur outside of the normal sweeping schedule.
- 4.2 The Contractor must complete the sweeping within twenty-four (24) hours of notification from the Village.
- 4.3 The Village's representative will give as much advance notification as possible for scheduled events.
- 4.4 The Contractor shall be paid on a per hour basis with a two (2) hour minimum. This does not include travel time from the Contractor's place of business to sweeping site(s). No additional compensation will be allowed for work performed on overtime, weekends, or holidays.
- 4.5 The Contractor shall provide a separate invoice for these services.

5. COLLECTION OF DEBRIS

- 5.1 Collection of debris is defined as the satisfactorily removal of all sand, stone, glass, debris, refuse, dirt, leaves, and other similar materials which may be accumulated on the entire width of roadway (centerline of road to curb) and/or parking areas described as designated to be cleaned. Areas where curblines do not exist shall be swept from centerline of road to the edge of pavement. All curbs to be swept including center curbs in cul de sacs, island curbs on main arterial streets. Designated streets outside Village limits currently included in municipal partnering agreements will be included as part of the contract.
- 5.2 All storm water inlets shall be cleared of all debris.
- 5.3 Upon completion of any street sweeping assigned, all roadways and/or parking areas must present an appearance that is completely satisfactory to the Village's representative.
- 5.4 The Village will be the sole determiner of what is considered to be satisfactory.

- 5.5 If at any time during the term of this Agreement the Village deems a sweep or service to be unsatisfactory, the Contractor shall perform the additional service at no additional cost to the Village.
- 5.6 Repetitive callbacks could be considered as a default and result in the termination of this Agreement.

6. **SWEEPING PROCEDURES**

- 6.1 Direction of Operation: All street sweeping, to the greatest extent possible, including parking lots, shall travel in the same direction as traffic.
- 6.2 Hours of Operation (unless directed otherwise by Village):
- 6.2.1 All Streets: Sweeping should occur between 7:00 AM to 3:30 PM.
- 6.2.2 Parking Lots: Sweeping should occur between 3:00 AM and 7:00 AM. Where parking areas are adjacent to residential areas, the Contractor shall make all reasonable efforts to reduce noise from sweeping operations.
- 6.3 24-Hour Availability: The Contractor shall provide a telephone number for emergency and special request services to the Village.
- 6.4 Public Safety: The Contractor shall perform all work in a manner that minimizes road hazards to the public.
- 6.4.1 All sweeping equipment must be fitted with an approved yellow safety flasher light or rotating beacon which is functional at all times of operation and is D.O.T. compliant.
- 6.4.2 An illuminated directional arrow shall be functioning during all sweeping operations.
- 6.4.3 The Contractor shall take measures to avoid slippery conditions due to excessive water on pavement.
- 6.4.4 All portions of street shall be kept open during street sweeping procedures unless otherwise directed by the Village.
- 6.5 Dust Control: The Contractor shall use a sufficient amount of water during sweeping operations to provide adequate dust control.
- 6.6 Protection of Property: All reasonable precautions shall be taken to protect public and private property from undue damage. This would include: pavements, sidewalks, lawns, fences, bushes, trees, shrubs, and buildings. If the Village's representative determines the Contractor has unnecessarily damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the Village at the Contractor's expense.
- 6.7 Accident Reporting: All on the job accidents that damage public or private property, result in injuries to workers or other persons, or damage to utilities shall be immediately reported to the Village's representative.
- 6.8 Water Supply: The Village shall furnish water for sweeping operations at no cost to the Contractor. Water shall be obtained from designated hydrants and only through a meter obtained from the Village. The Contractor is responsible for any damage to Village owned property or meters due to water collection. The Contractor is also responsible for any deposits required by the Village for obtaining a water meter.
- 6.9 Equipment Storage: The Village does not allow parking or storage of the Contractor's sweeping equipment on Municipal property.

7. **SWEEPING EQUIPMENT**

- 7.1 **Regenerative air sweepers** must be used for all Village sweeps. Vacuum and mechanical sweepers may be requested by a Village representative, at any time during any sweeping cycle for certain circumstances such as weather, and the Contractor must own or lease these sweeping units. The use of any other equipment would need to be approved by a Village representative. The Village's representative may require more than one sweeper per day as necessary to complete sweeping assignments. The Village prefers the Contractor to use the same operators for these units from day to day to encourage greater efficiency, productivity, and continuity.
- 7.2 Each sweeper unit must be fitted with an approved yellow safety flasher light or rotating beacon which shall function at all times of operation and per I.D.O.T. standards.
- 7.3 Each sweeper unit must be equipped with an illuminated directional arrow which shall function during sweeping operations.
- 7.4 **THE CONTRACTOR MUST SUBMIT A LIST OF THEIR EQUIPMENT WITH THEIR BID.** Please define the equipment to be used on this project on the Pricing Sheet. Additionally, please provide specification sheets for the equipment identified on the pricing sheet.

Failure to provide a list of equipment will result in the bid being considered non-responsive.

8. **PROGRESS REPORTING/INSPECTIONS**

- 8.1 The Contractor will be required to maintain and keep adequate records at all times on each day's work to track progress, including the number of curb miles swept. Progress sheets, including equipment breakdowns, shall be turned in daily to the Village's representative. The sheets shall indicate which streets and/or parking lots or areas were cleaned, and the approximate time the area was cleaned. In addition, the Contractor shall call in at the beginning and the end of the sweeping shift. At the end of each shift, the operator must advise the Village's representative which streets were completed and the number of actual sweeping miles completed. The Village's representative will inspect the work the next day. Anything not swept to the Village's satisfaction will be re-swept by the Contractor within 24 hours at no additional cost to the Village.

SPECIFICATIONS

1. PROJECT DELIVERABLES

The Contractor shall provide all labor and equipment necessary to provide street sweeping services to the specifications and estimated quantities identified herein. Buffalo Grove Street & parking lot maps provided in **Appendix A & Appendix B**.

Category - Village Streets	Curbed Length (Miles)	Non-Curbed Length (Miles)	Total (Miles)
All Village Streets	229.8	4.6	234.4
Category - Parking Lots	Curbed Length (Ft)	Curbed Length (Miles)	Total Area (Sq Ft)
Village Campus Parking Lots 51 Raupp Blvd, 50 Raupp Blvd, 48 Raupp Blvd, 46 Raupp Blvd, 1650 Leider Ln	9040	1.71	354215
Pace/Metra Parking Lots 801 Commerce Ct, 825 Commerce Ct	8026	1.52	312074
Arboretum Golf Course Parking Lot 401 Half Day Road	3536.3	0.67	108656
Fire Station 25 (Front & Back Lots) 505 W. Dundee Road	1652.2	0.31	35081
Fire Station 26 (Front & Back Lots) 1051 Highland Grove Drive	1708.9	0.32	37420.5
Fire Station 27 (Front & Back Lots) 100 W. Half Day Road	755.6	0.14	14637

2. TECHNICAL SPECIFICATIONS

2.1. Buffalo Grove Residential Curbed Streets

Streets included in this category (including islands, medians, cul-de-sacs and dead ends) total approximately 229.8 curb miles.

Buffalo Grove Residential Curbed Streets sweeping cycles shall be completed within 15 (15) business days Monday-Friday of the scheduled start date, unless otherwise approved by the Director or designated representative.

All curbed Village-owned streets should be swept a minimum of Eleven (11) times per year.

Eleven (11) complete sweeping cycles shall tentatively consist of:

March, April, May, June, July, August,
September : complete one cycle per month
working consecutive weekdays.

October, November : complete two cycles a
month working consecutive weekdays.

Exact dates shall be coordinated with and approved by the Director of Public Works or designee. The sweeping cycles shall be paid for on a per cycle basis as shown on the proposal page.

2.2. Buffalo Grove Residential Uncurbed Streets

Streets included in this category consist of residential streets without curbs, as identified in the specification. Streets included under this category, may include islands, medians, cul- de-sacs and dead ends, total approximately 4.6 curblines miles. All streets under this category shall be swept as part of the normal sweeping cycle.

2.3. Parking Lots

The listed Parking Lots shall be swept as part of the normal sweeping cycle. All debris collected in corners not accessible to sweeping machines shall be removed from corners by Contractor's personnel so as to be accessible for sweeping machines.

Where parking areas are adjacent to residential areas, Contractor shall make all reasonable efforts to reduce noise from sweeping operations.

Exact dates shall be coordinated with and approved by the Director of Public Works or designee. This item shall be paid for on a per cycle basis as shown on the proposal page.

Parking Lots and Areas sweeping cycles shall be completed within two (2) business days of the scheduled start date, unless otherwise approved by the Director or designated representative.

Fire Station #25 (505 W. Dundee Rd) will be closed for reconstruction at or around December of 2024, and closed for approximately 10 months during the project. Sweeping services at this location will be on hold during the scope of this project.

2.4. Equipment

Regenerative air sweepers must be used for all Village sweeps. Vacuum and mechanical sweepers may also be requested by the Municipality for certain circumstances and the Contractor must own or lease these sweeping units.

2.5. Special Note Regarding Leaf Collection

The Village of Buffalo Grove leaf collection and removal process from roadways and parking areas is done entirely through the street sweeping program.

Village residents are prohibited from raking leaves into public streets.

The Contractor shall be required to remove all leaves from the roadways and parking areas as part of the street sweeping process. **Bidders are cautioned to be aware of this when preparing their bids.**

2.6. Disposal of Debris

The Contractor shall not be responsible for the disposal of debris from street sweeping services or the costs to dispose of street sweeping debris. The Contractor shall transport all debris to the Village of Buffalo Grove Public Service Center at 51 Raupp Blvd. Buffalo Grove from the various sites. The Contractor shall only dispose of collected debris in the area designated by the Village's representative.

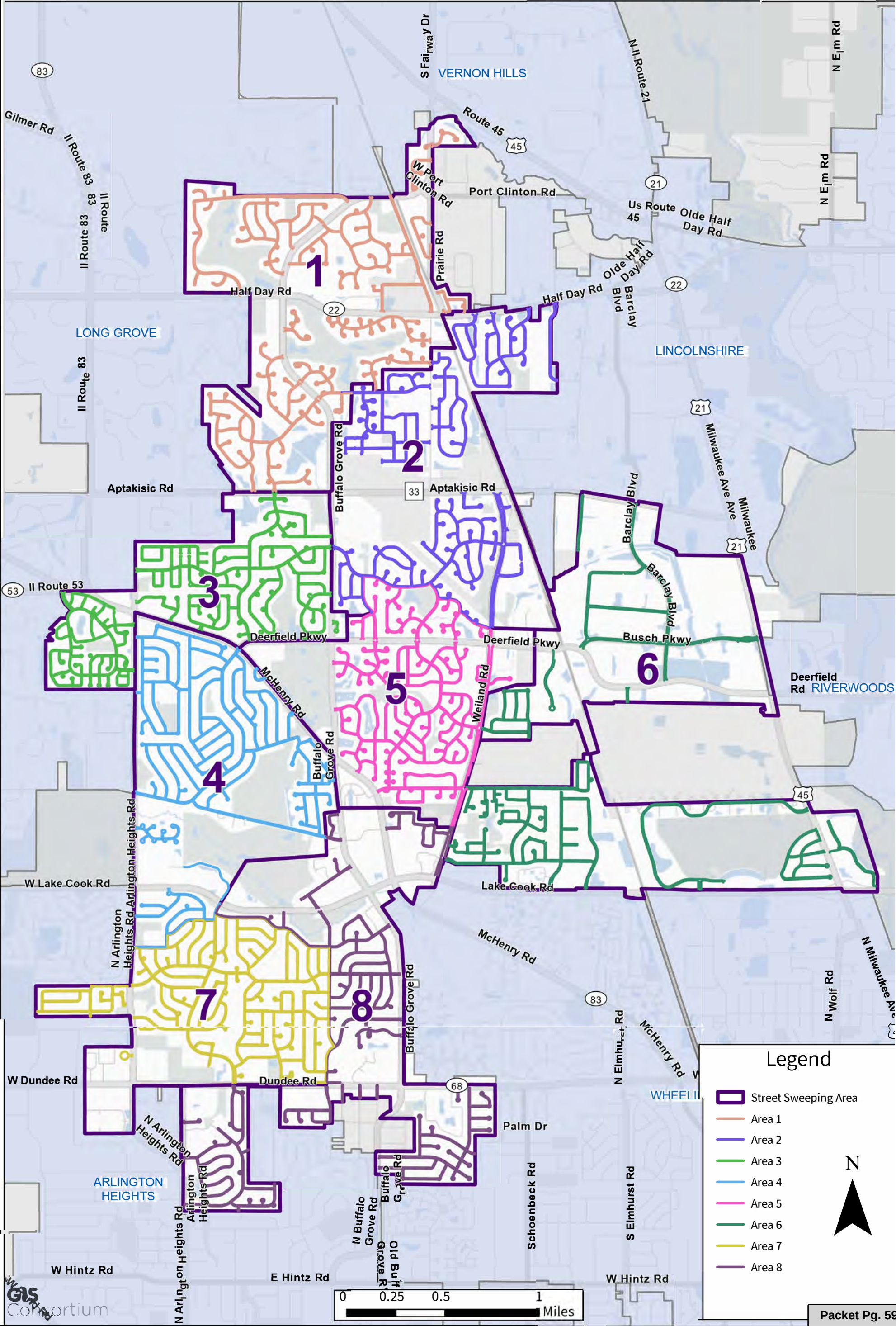
NOTE * new Department of Public Works address: 1650 Leider Ln. Buffalo Grove, IL as of October 1st, 2024.

Only debris from Buffalo Grove Street sweeping operations as defined in these documents will be allowed to be dumped at the Village of Buffalo Grove facility.

The Village will be responsible for the final disposal of all debris.



Appendix A

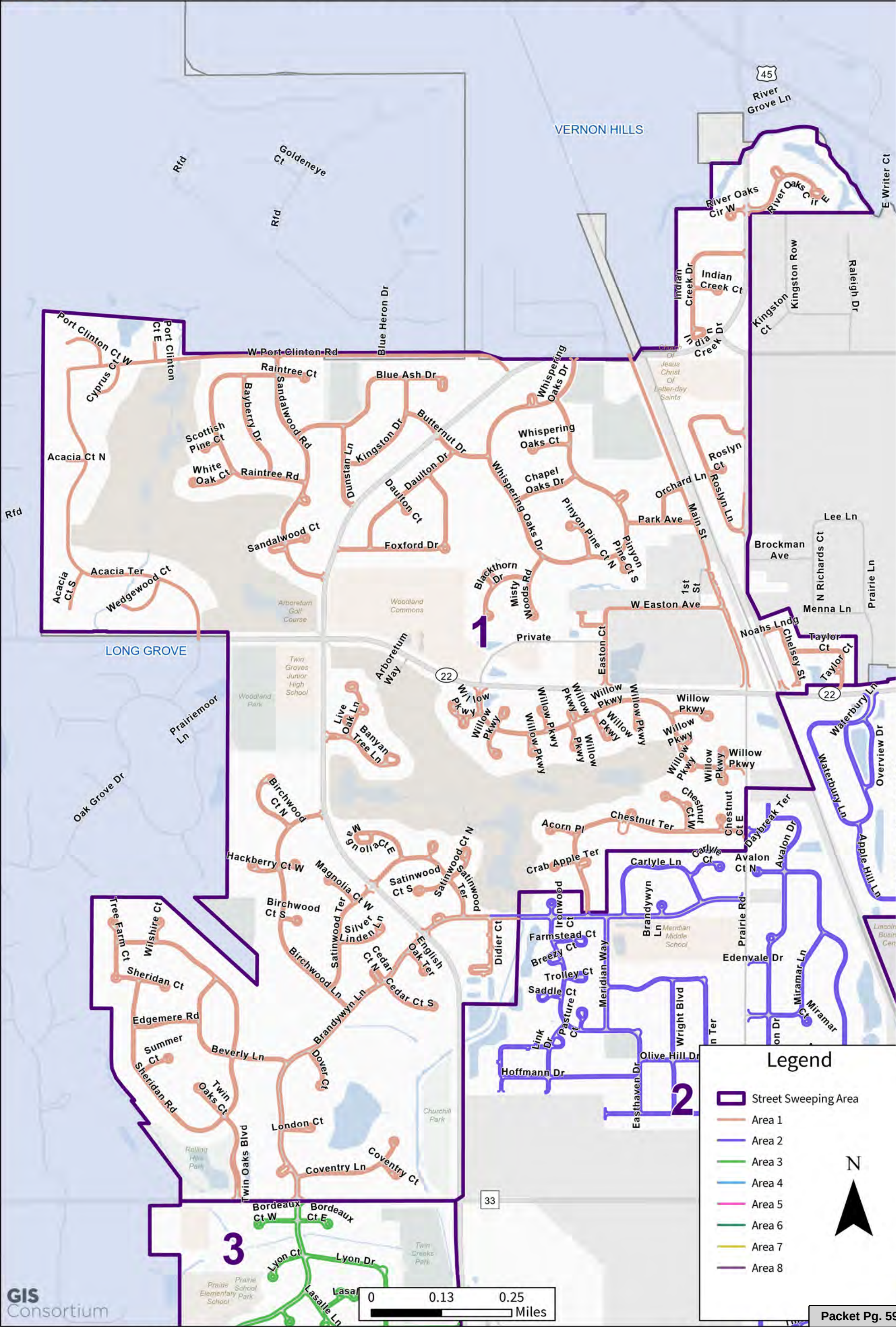


Attachment: 2024 Street Sweeping - Contract LRS (O-2024-71 : Award of Street Sweeping Contract)



Street Sweeping Area 1

Village of Buffalo Grove



Attachment: 2024 Street Sweeping - Contract LRS (O-2024-71 : Award of Street Sweeping Contract)



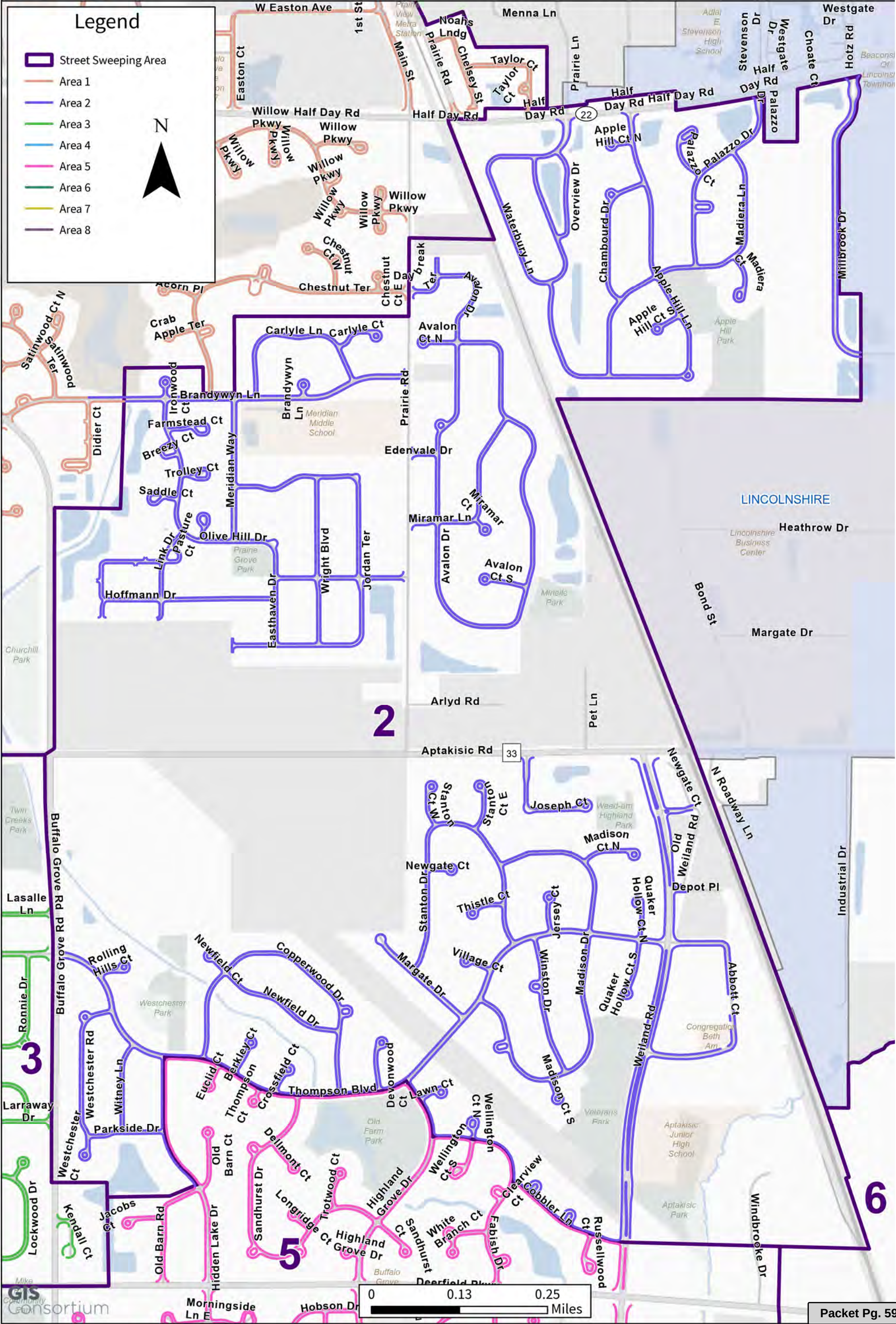
Street Sweeping Area 2

Village of Buffalo Grove

Legend

- Street Sweeping Area
- Area 1
- Area 2
- Area 3
- Area 4
- Area 5
- Area 6
- Area 7
- Area 8

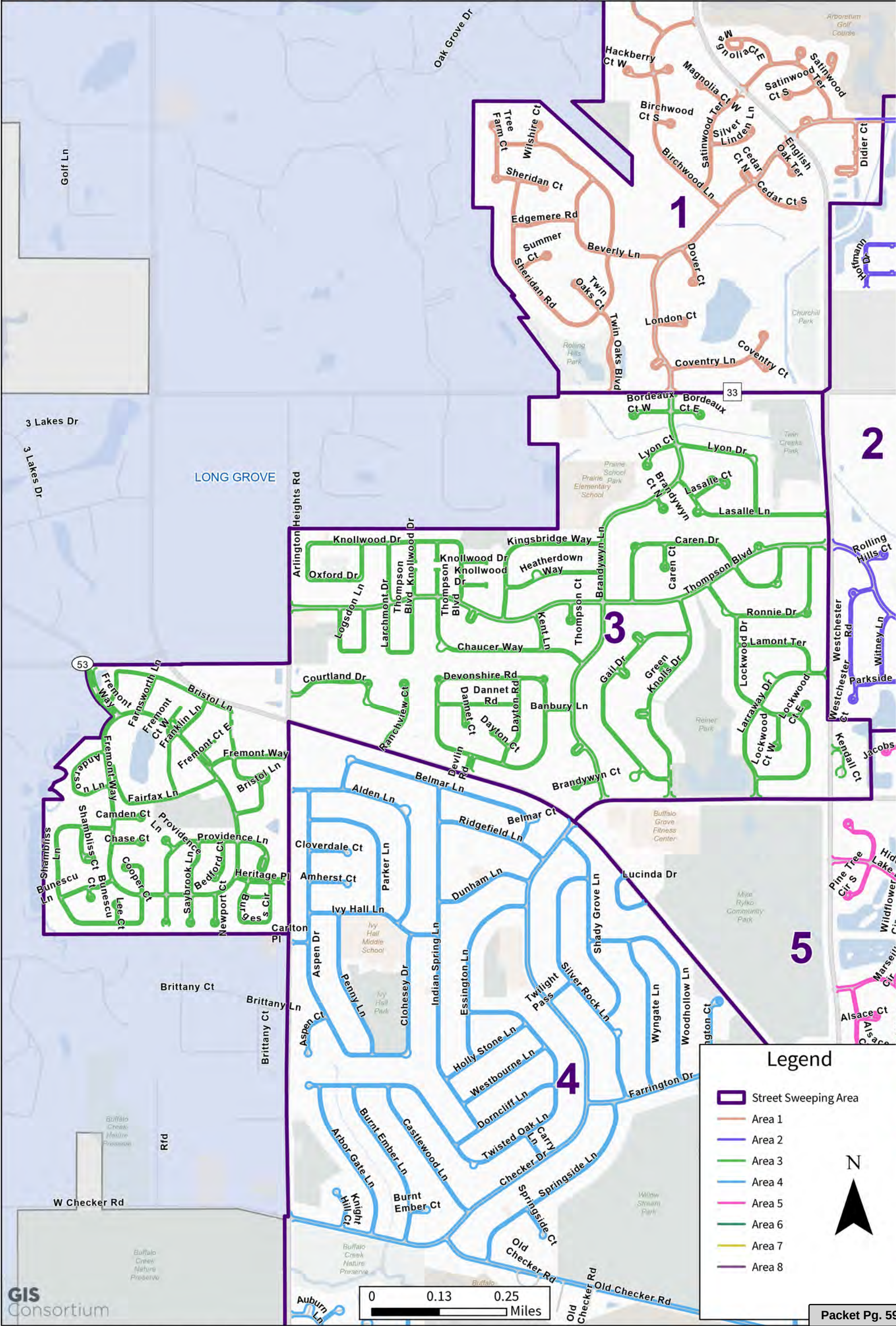
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Street Sweeping Area 3

Village of Buffalo Grove

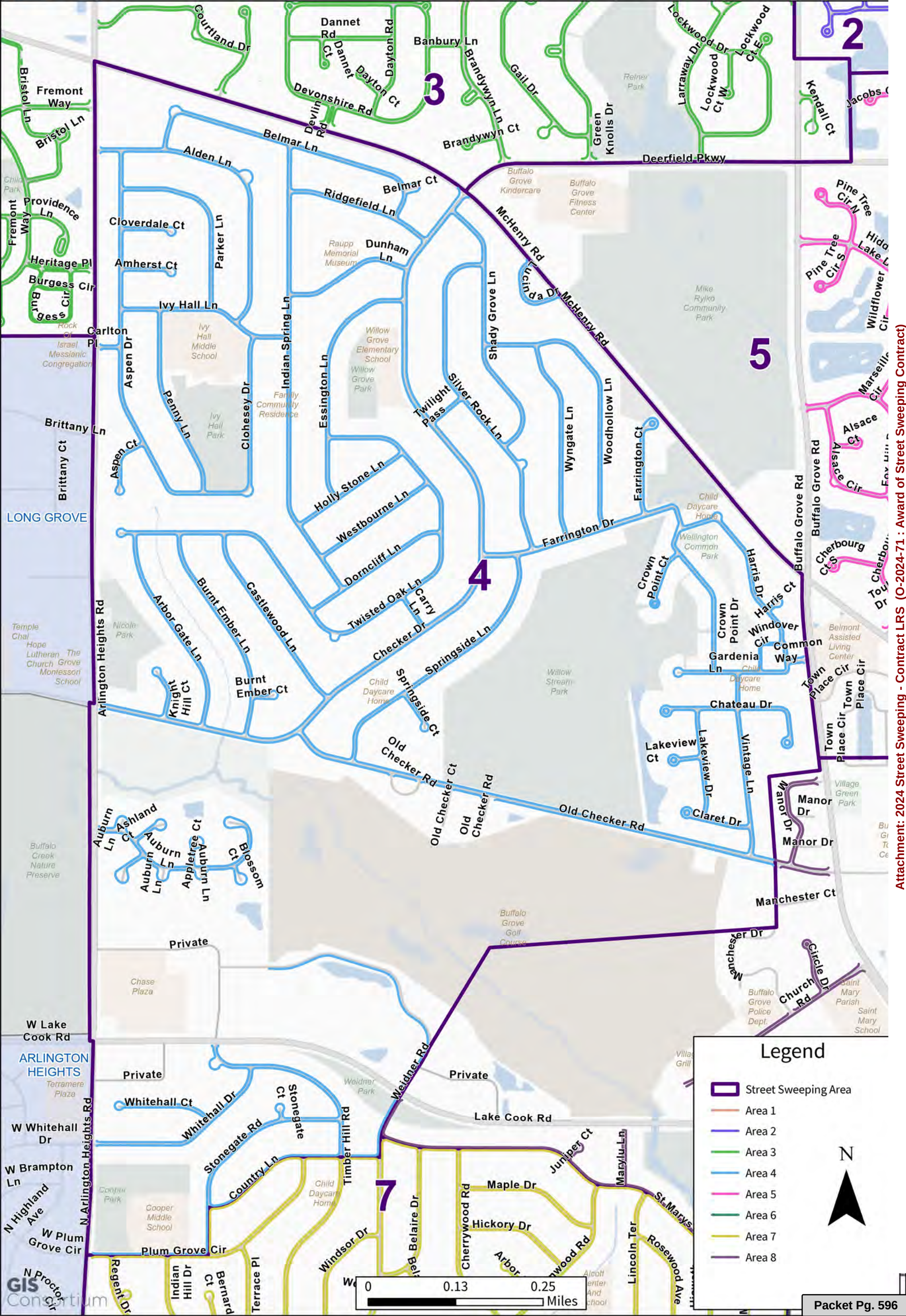


Attachment: 2024 Street Sweeping - Contract LRS (O-2024-71 : Award of Street Sweeping Contract)



Street Sweeping Area 4

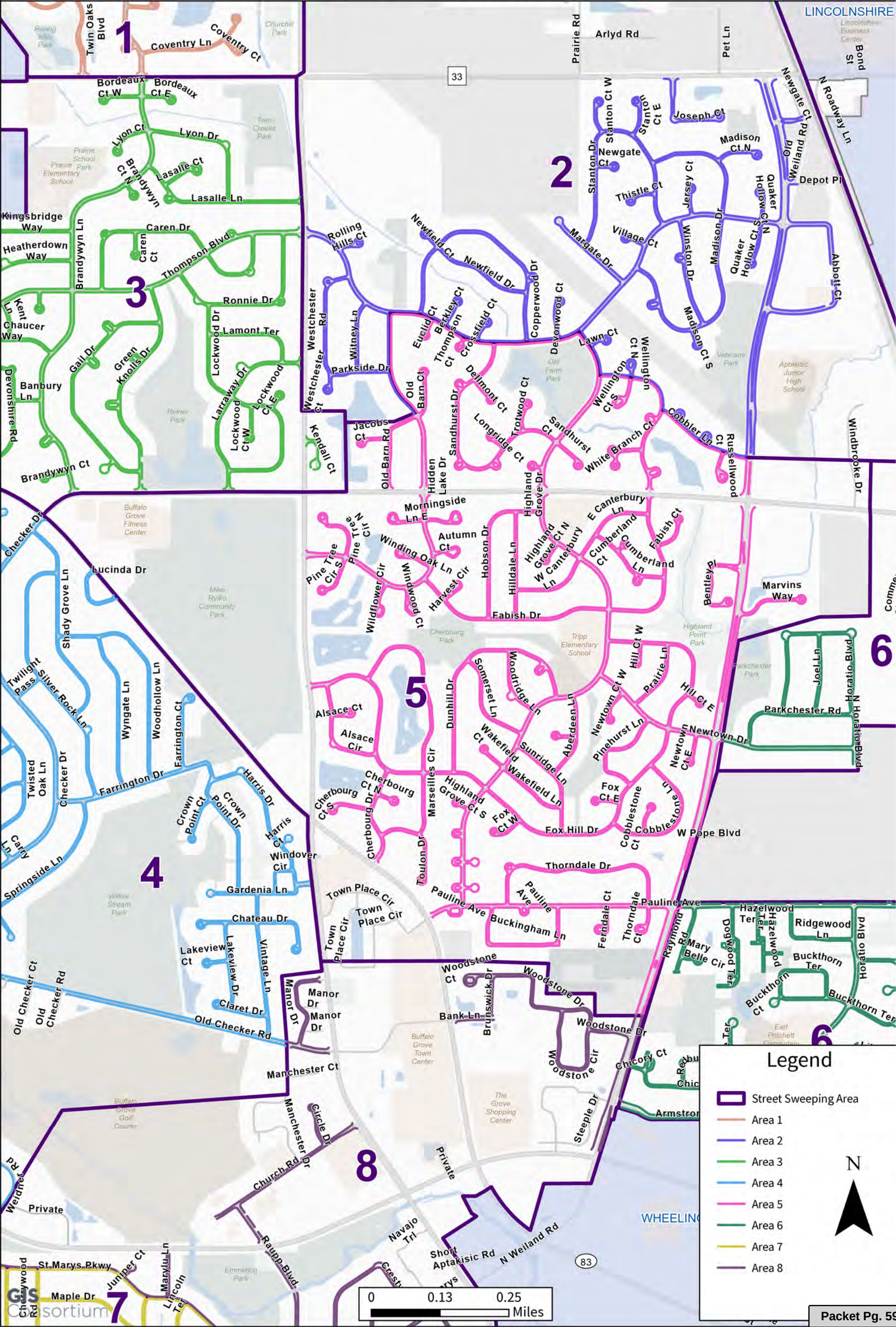
Village of Buffalo Grove





Street Sweeping Area 5

Village of Buffalo Grove

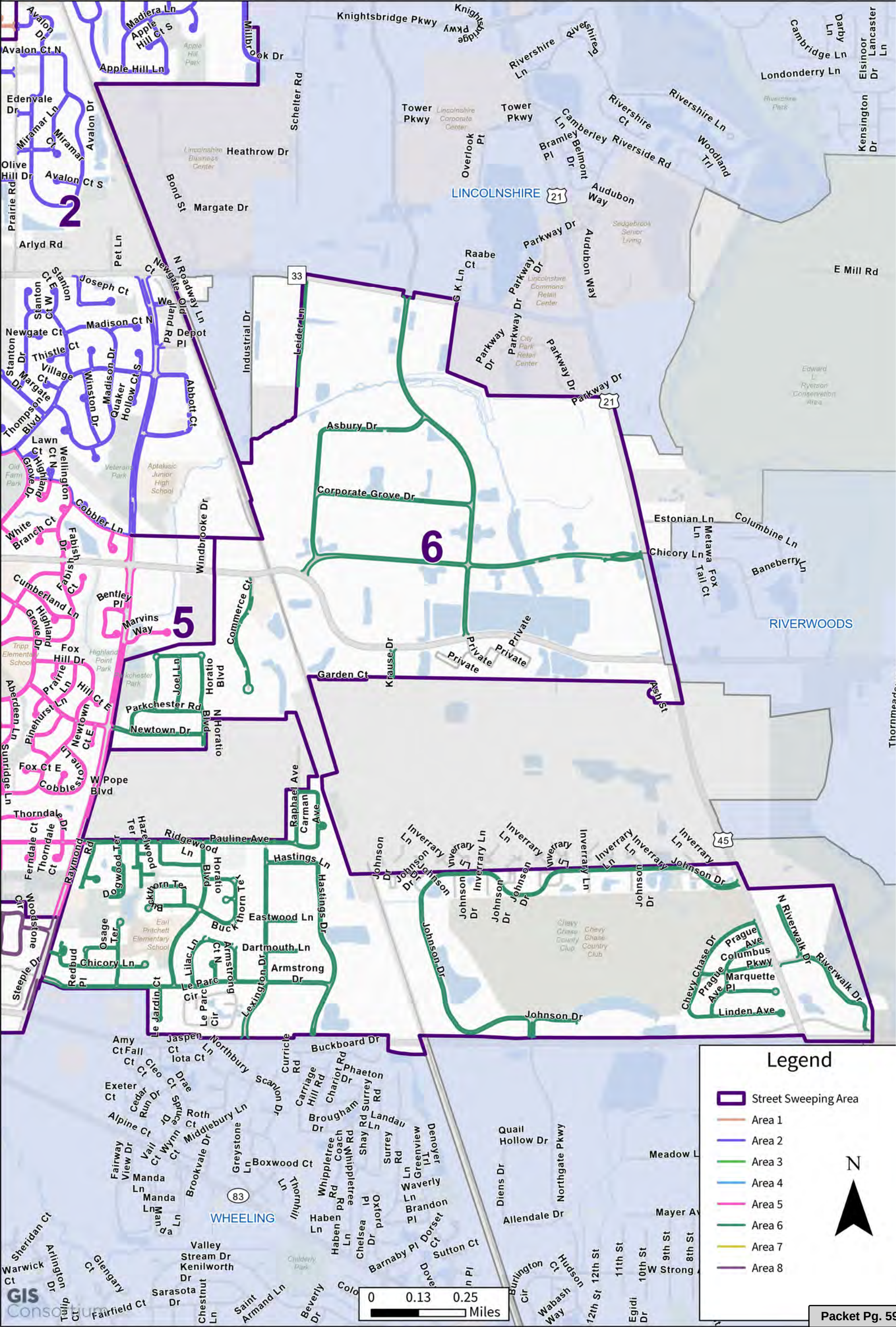


Attachment: 2024 Street Sweeping - Contract LRS (O-2024-71 : Award of Street Sweeping Contract)



Street Sweeping Area 6

Village of Buffalo Grove

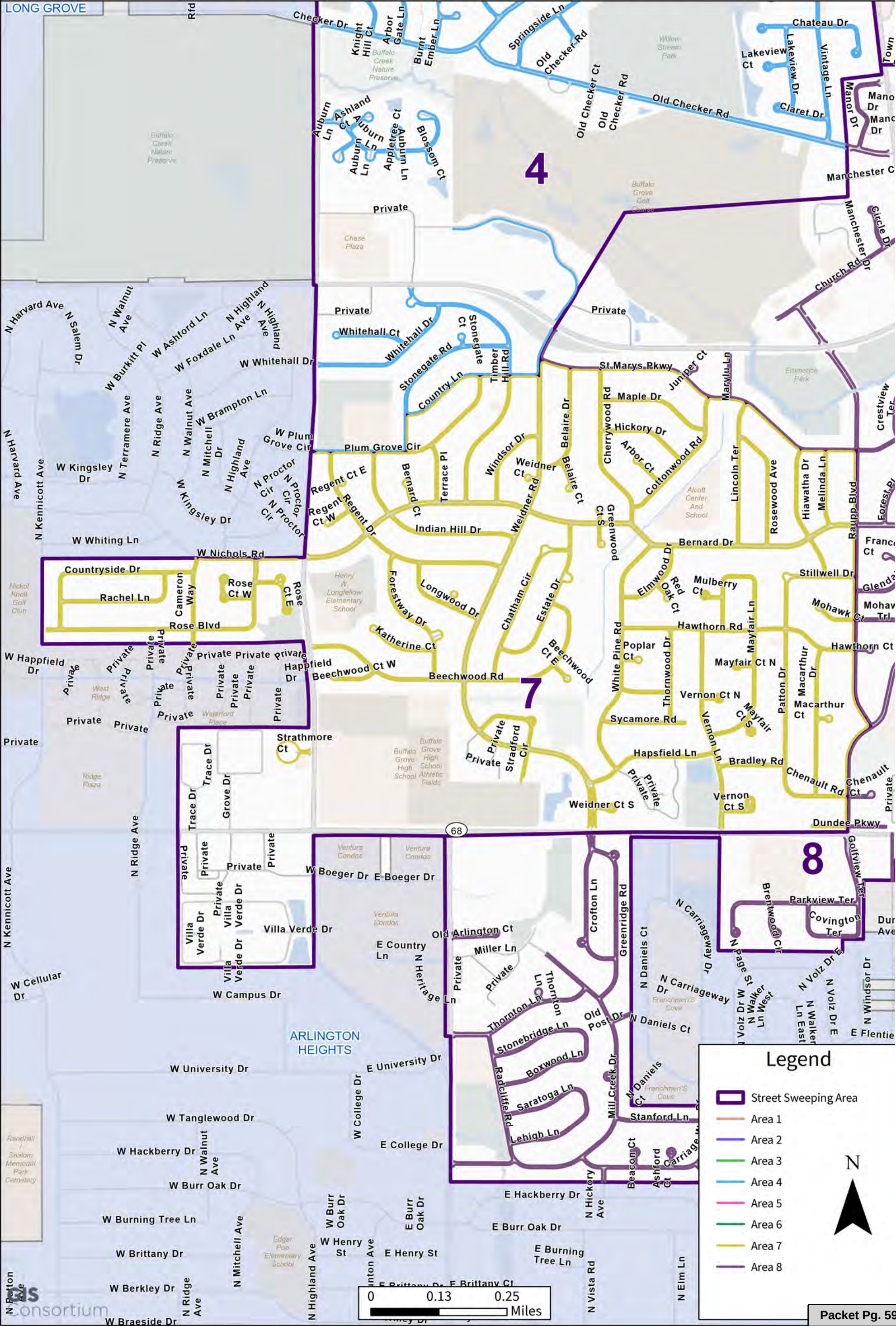


Attachment: 2024 Street Sweeping - Contract LRS (O-2024-71 : Award of Street Sweeping Contract)



Street Sweeping Area 7

Village of Buffalo Grove

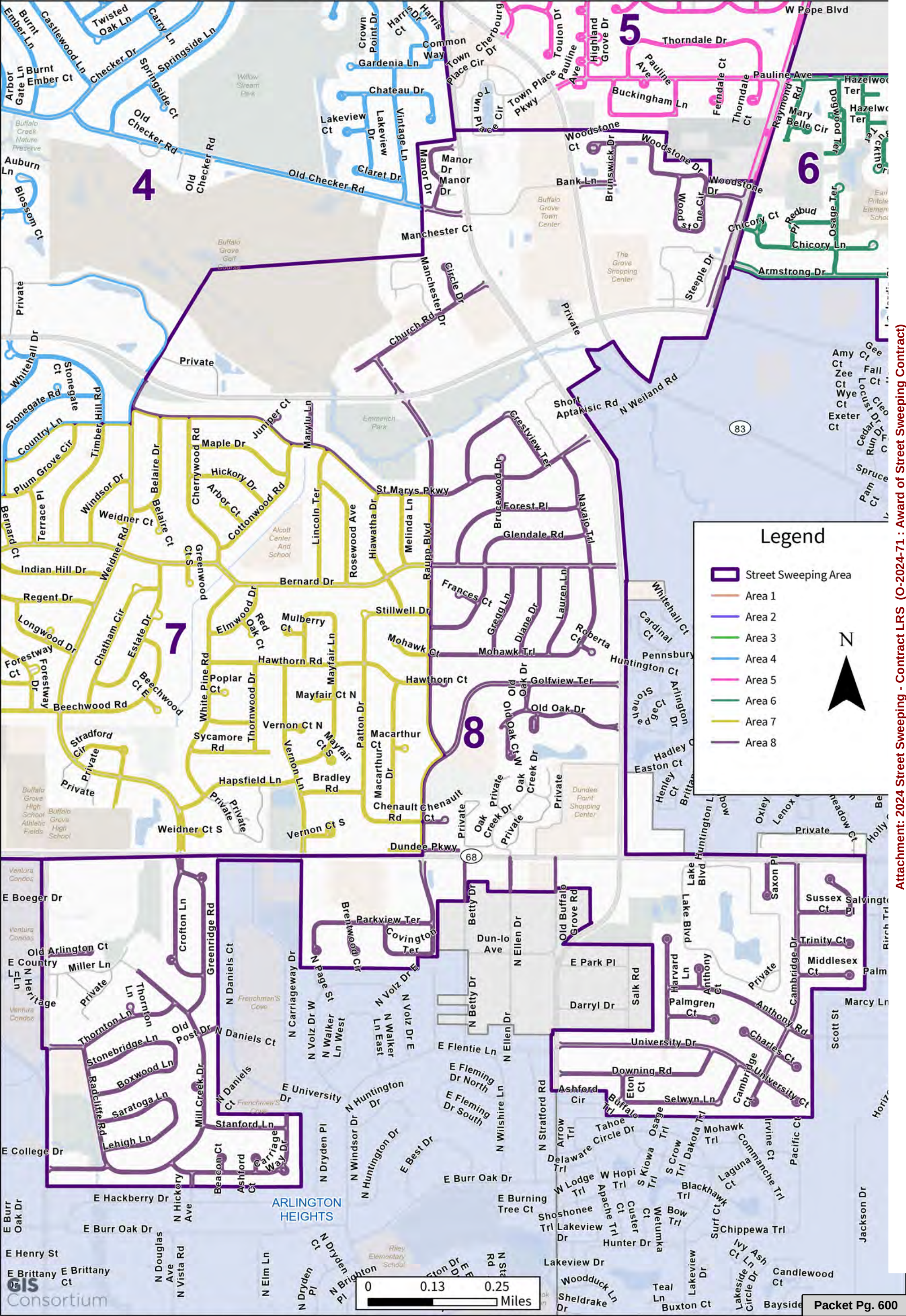


Attachment: 2024 Street Sweeping - Contract LRS (O-2024-71 : Award of Street Sweeping Contract)



Street Sweeping Area 8

Village of Buffalo Grove

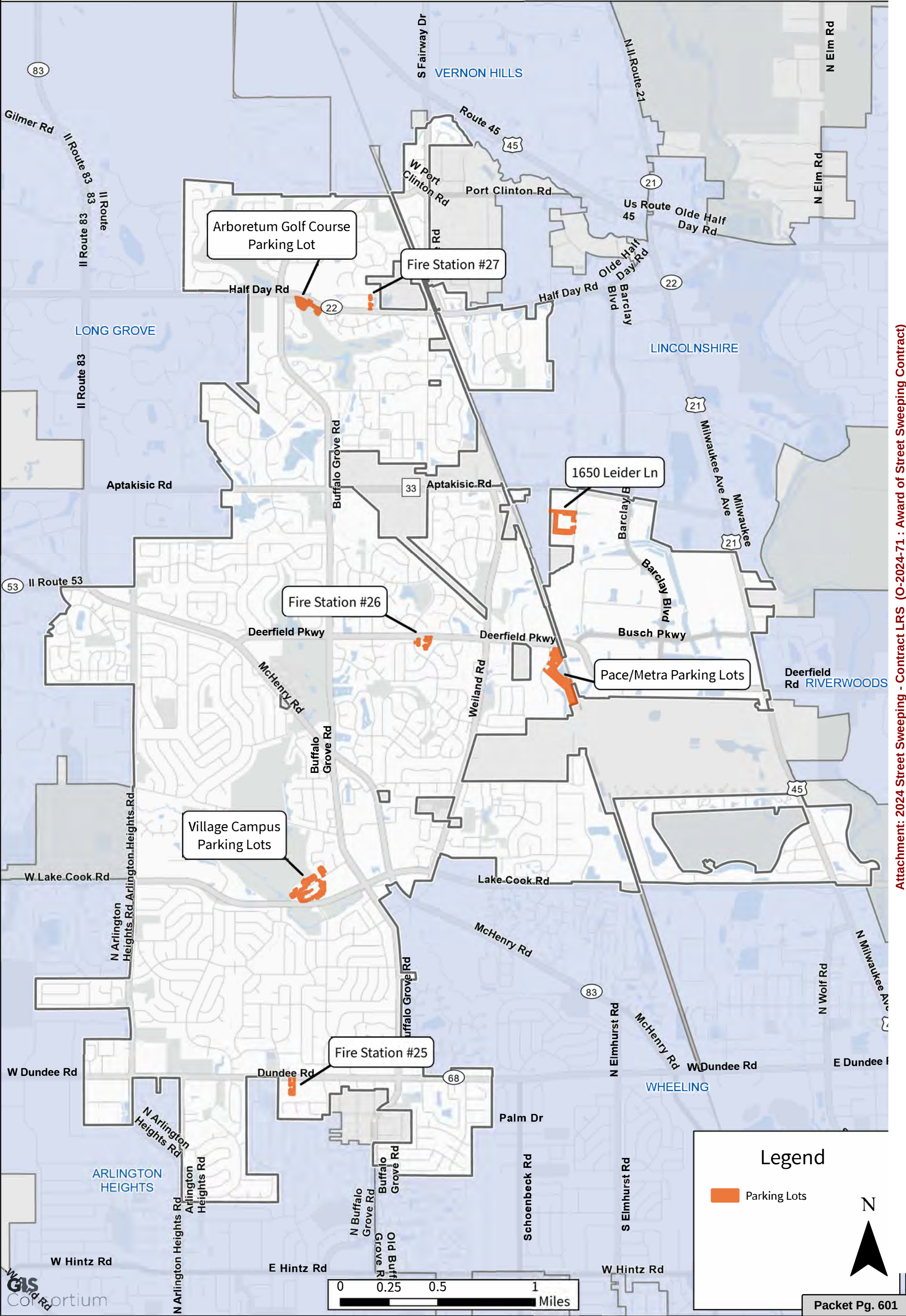


Attachment: 2024 Street Sweeping - Contract LRS (O-2024-71 : Award of Street Sweeping Contract)



Village of Buffalo Grove Parking Lot Sweeping 2024

Appendix B

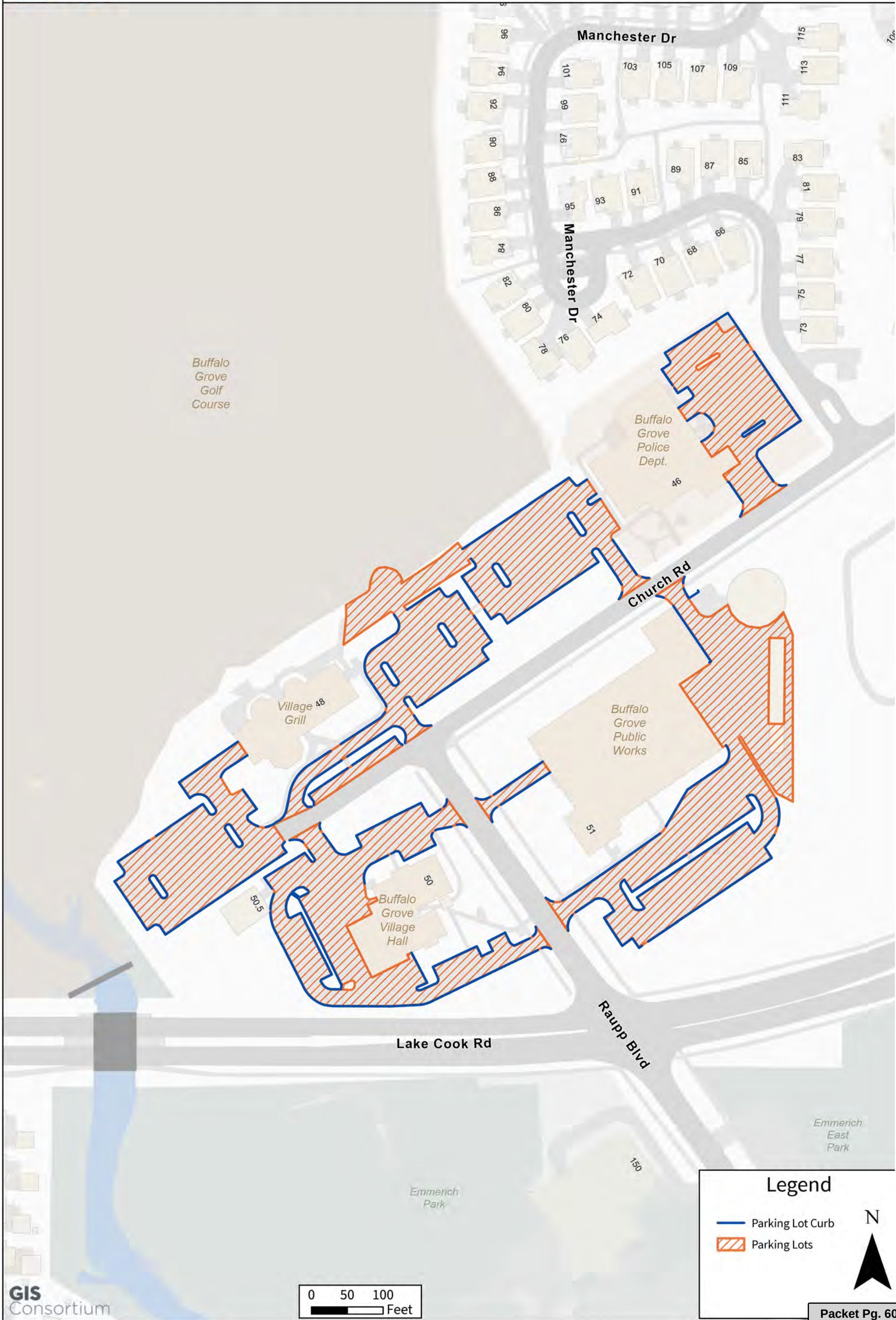


Attachment: 2024 Street Sweeping - Contract LRS (O-2024-71 : Award of Street Sweeping Contract)



Parking Lot Sweeping Area

Village Campus - 51, 50, 48, & 46 Raupp Blvd

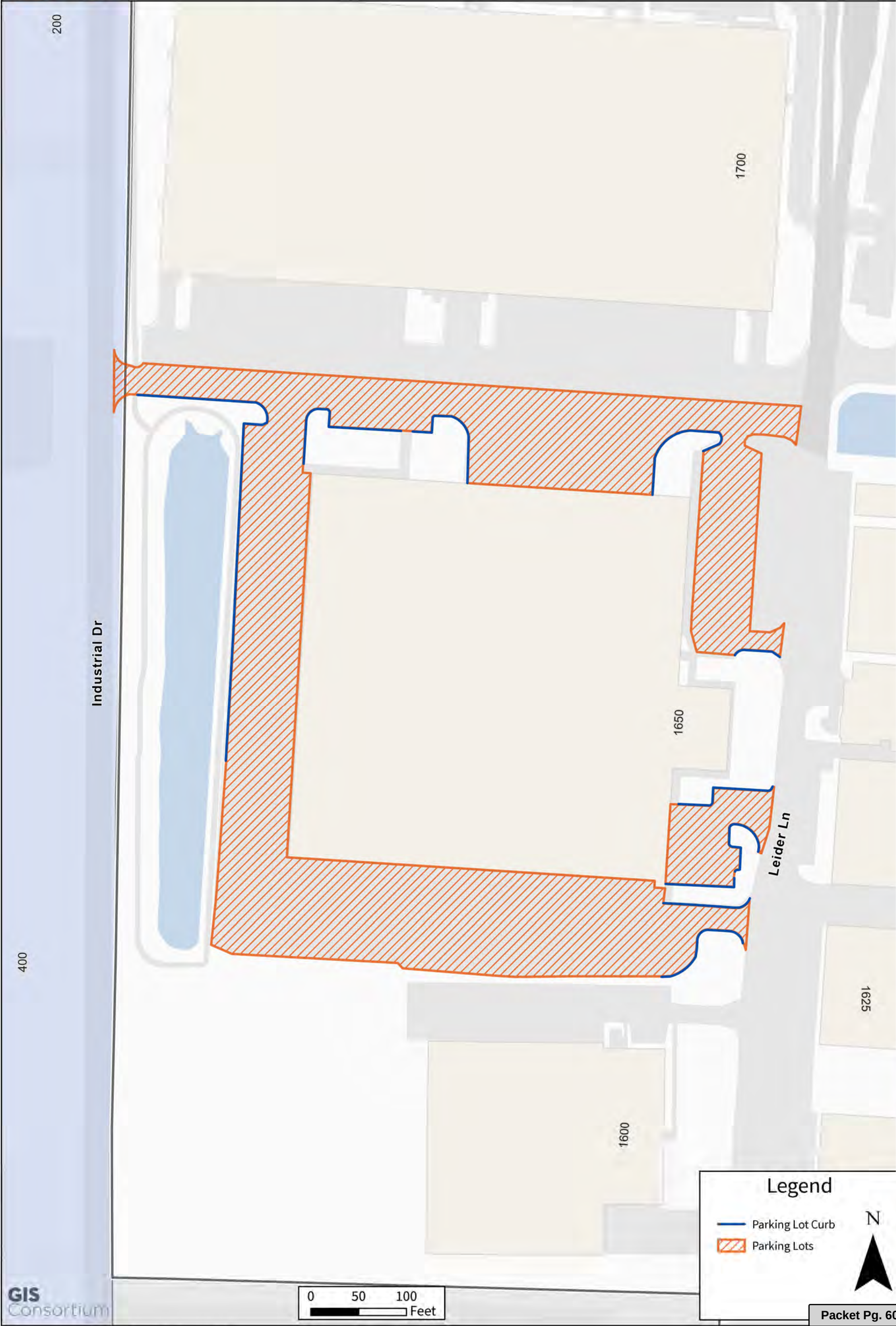


Attachment: 2024 Street Sweeping - Contract LRS (O-2024-71 : Award of Street Sweeping Contract)



Parking Lot Sweeping Area

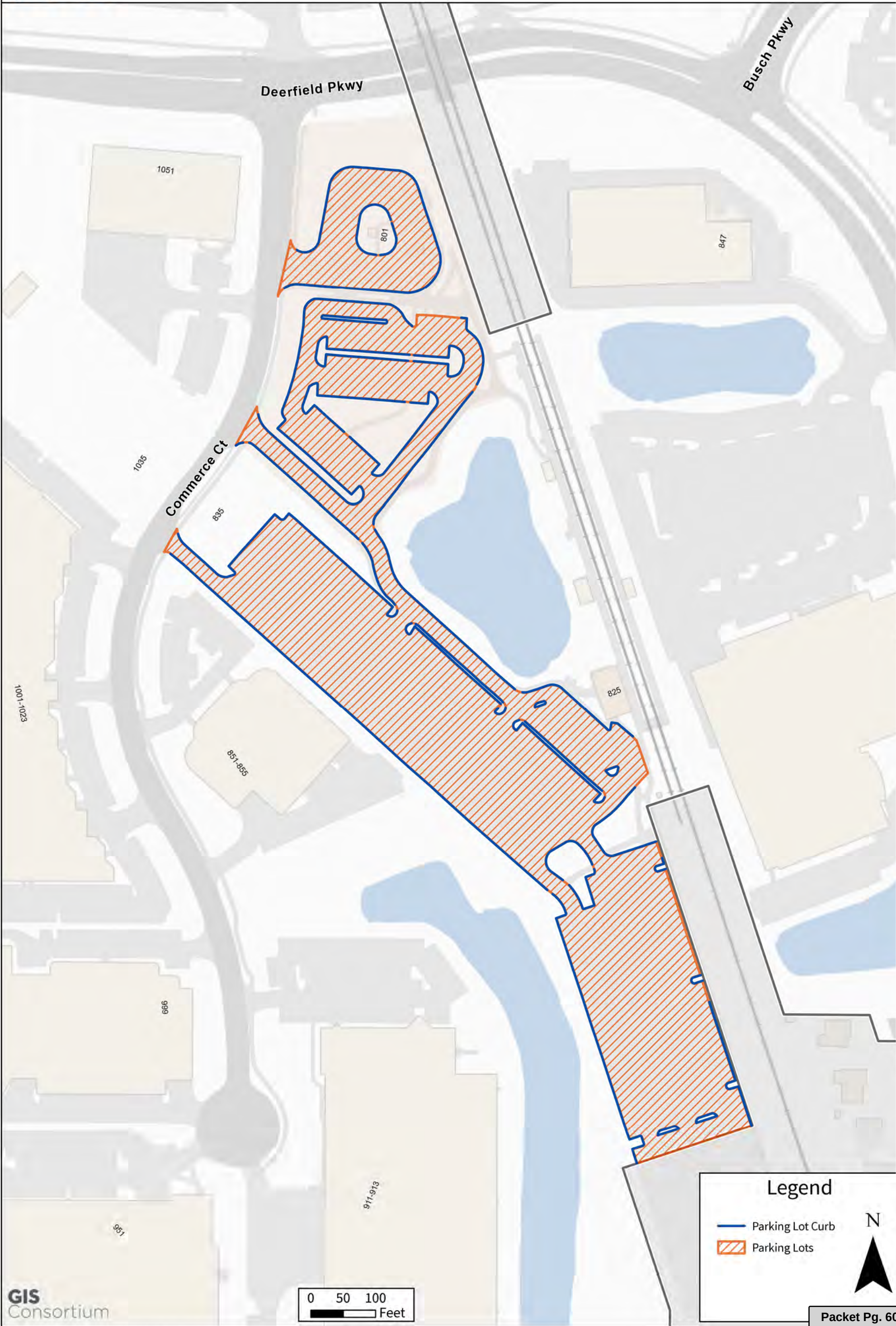
Village Campus - 1650 Leider Ln





Parking Lot Sweeping Area

Pace/Metra Lots - 801 & 825 Commerce Ct

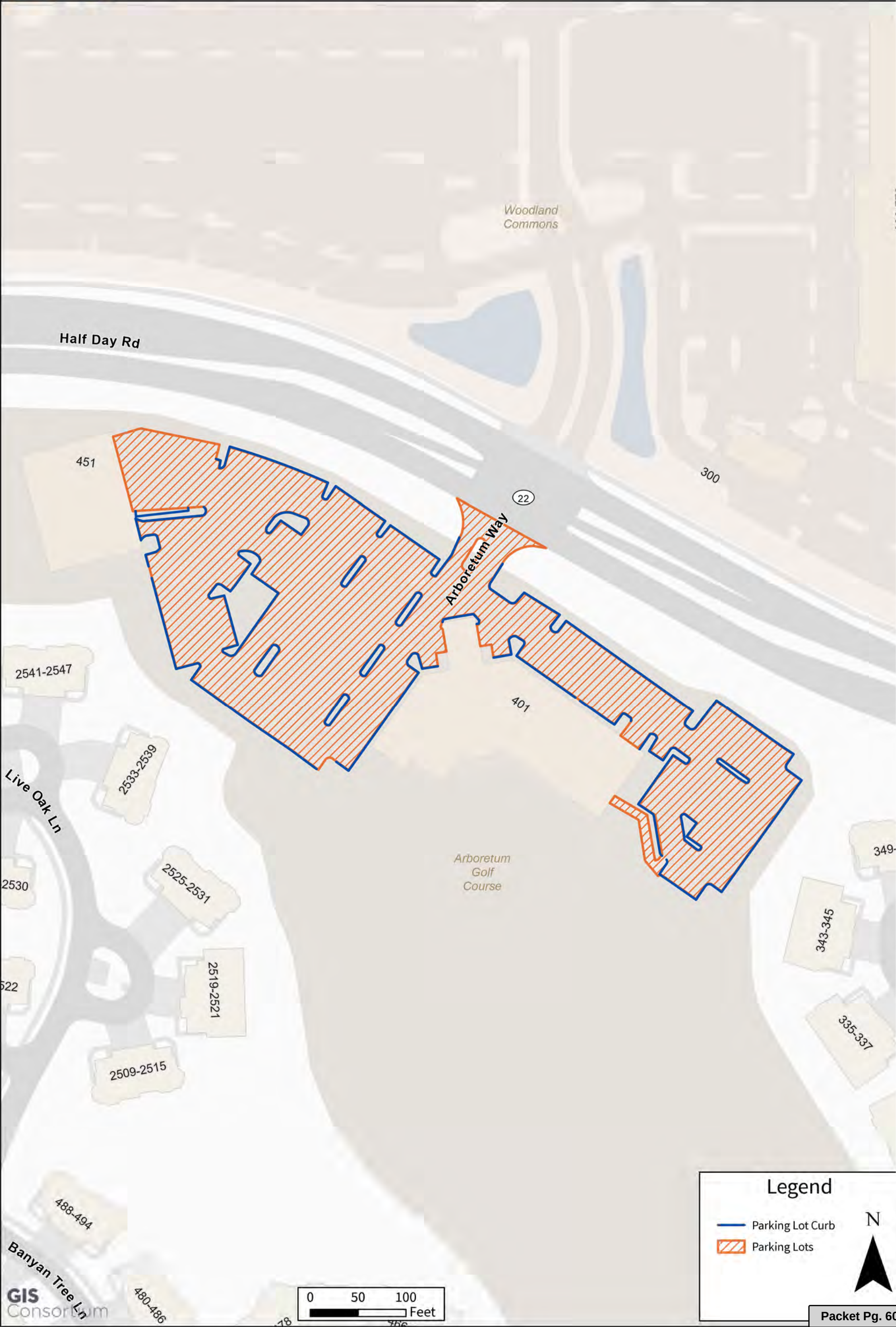


Attachment: 2024 Street Sweeping - Contract LRS (O-2024-71 : Award of Street Sweeping Contract)



Parking Lot Sweeping Area

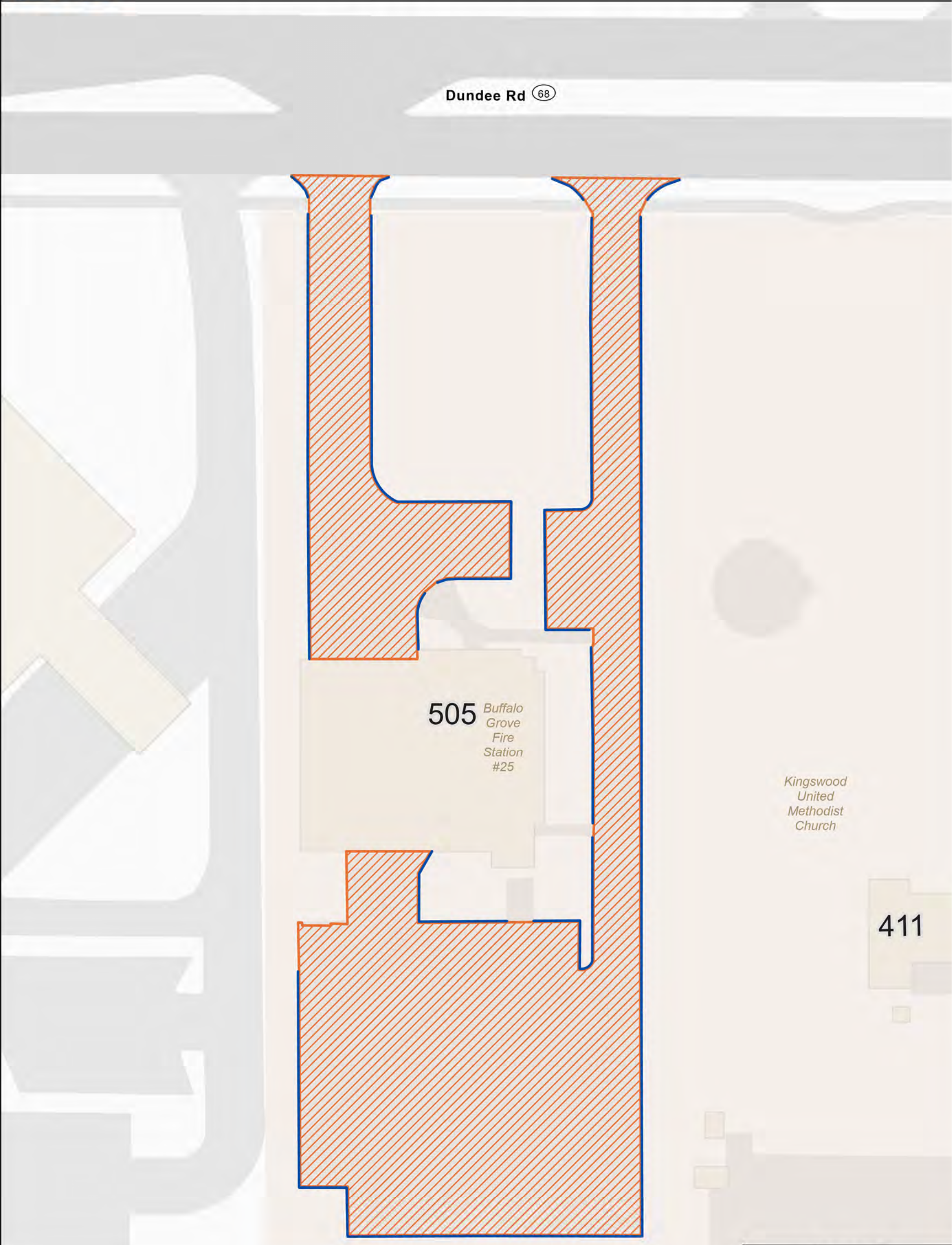
Arboretum Golf Course Lot - 401 Half Day Rd





Parking Lot Sweeping Area

Fire Station #25 - 505 W. Dundee Rd



Legend

- Parking Lot Curb
- Parking Lots

N

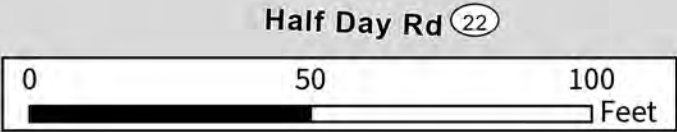
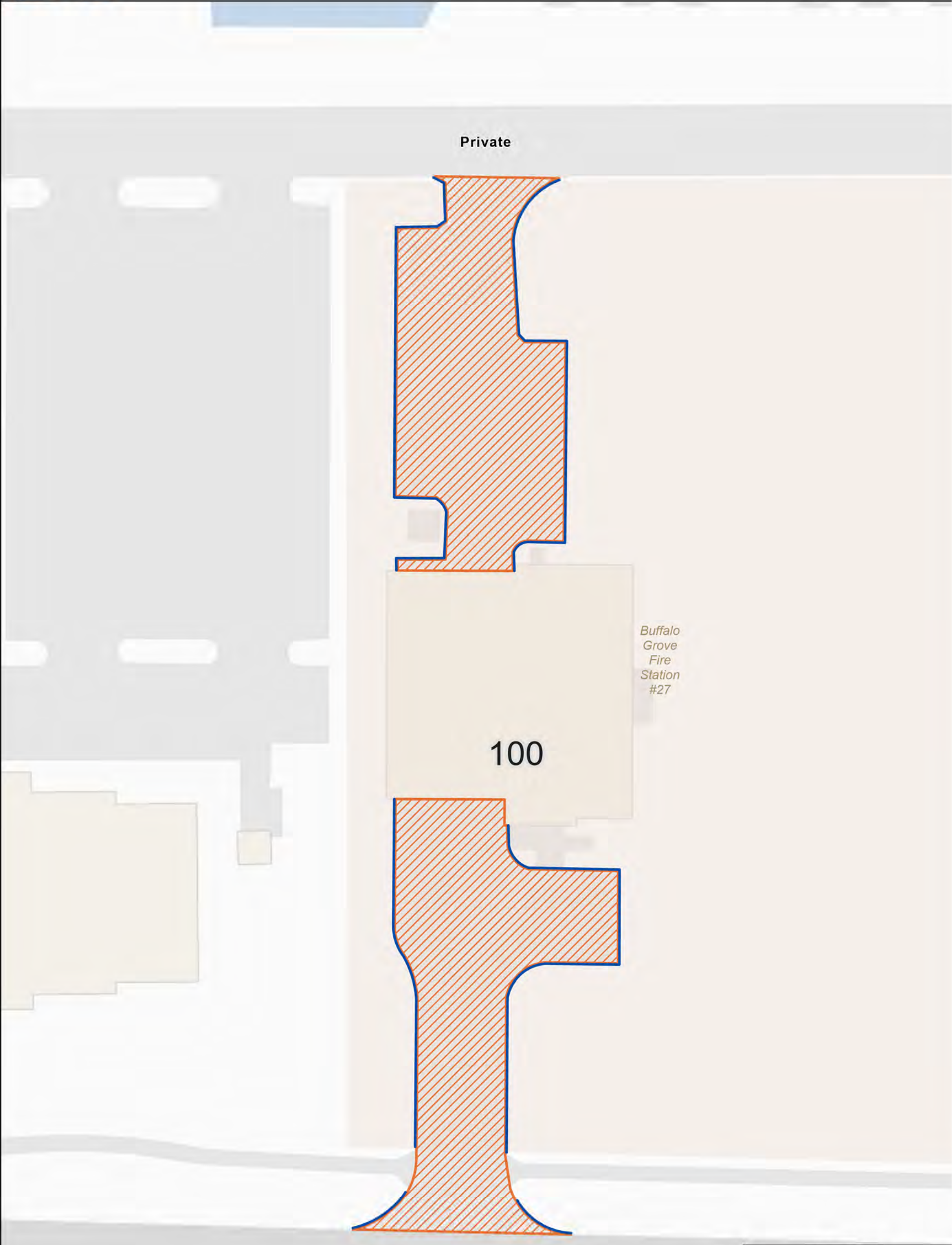
Packet Pg. 606





Parking Lot Sweeping Area

Fire Station #27 - 100 W. Half Day Rd



Legend

Parking Lot Curb

Parking Lots

N

Packet Pg. 608

CONTRACT EXHIBIT B – SCHEDULE OF PRICES

[Schedule of Prices]

EXHIBIT B - SCHEDULE OF PRICES

Name of Bidder:

Lakeshore Recycling Systems, LLC

Address of Bidder:

5500 Pearl St, Suite 300City Rosemont State IL Zip 60018Telephone (224) 297-4764Email Address: MSales@lrsrecycles.com

The Bidder attests, having carefully examined the Drawings, Specifications, Commercial Terms and Conditions and all Addenda thereto and other Contract Documents and having familiarized themselves with all existing conditions affecting this proposed Project. Also, having familiarized themselves with material availability, Federal, State and Local Laws, Ordinances, rules and regulations affecting performance of the work, does hereby propose to furnish all labor, mechanics, supervision, tools, material, equipment, transportation, services and all incidentals necessary to complete said work.

Bidder further declares that if their Bid Proposal is accepted, that Bidder will enter into the Contract in the same form as set forth in the Bid and Contract Documents. However, Bidder may request changes to the Contract by submitting with this Schedule of Price a list of requested changes to the Contract.

If this bid is accepted, and the undersigned fails to (i) contract as aforesaid, (ii) provide the Performance Bond required by the Contract, and (iii) provide all insurance required under the Contract within ten (10) calendar days after the date of the award of the Contract then the Village, at its option, may determine that the bidder has abandoned this Bid, and thereupon this Bid and the acceptance thereof shall be null and void, and such security accompanying this Bid shall be forfeited and shall be the property of the Village of Buffalo Grove not as penalty, but as liquidated damages.

BID SECURITY

Accompanying this Bid is a copy of _____

in the amount of _____ Dollars

(\$ _____).

Note: (a) Insert the words "Bank Draft", "Cashier's Check", "Certified Check" or "Bid Bond", as the case may be.

(b) Amount must be equal to at least ten percent (10%) of the Total Base Bid.

EXHIBIT B - SCHEDULE OF PRICES (cont.)**BID PRICE**

The Village is requesting pricing for street sweeping with various items. Pricing shall be provided on a per cycle or hour basis. A cycle is defined as complete street sweeping operations within the defined area within the designated timeframe as indicated within the Specifications.

See Specifications for Quantities and Appendix A & Appendix B for maps.

Pricing					
	Item	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
1	Residential and Non-Residential Streets "Village Streets"	Cycle	11	\$ 3526.62	\$ 38,792.82
2	All Village Maintained Parking Lots	Cycle	11	\$ 0.00	\$ * See Below
3	Emergency Sweepings	Per Hour	10	\$ 332.52/ Hr (2 Hr Minimum)	\$ 3325.20
4	Special Request Sweepings	Per Hour	10	\$ 277.10/ Hr (2 Hr Minimum)	\$ 2771.00
5	Total Annual Cost	\$ 44,889.02			

*Village Maintained Parking lots are included in the Item 1. cycle rate

Provide a list of equipment per the specifications that will be used for sweeping.

LIST OF EQUIPMENT
Per Specifications

See attached list.

Attachment: 2024 Street Sweeping - Contract LRS (O-2024-71 : Award of Street Sweeping Contract)



CleanSweep Fleet Equipment Checklist

Updated: February 2024

Unit	Make	Model	Year	Type	Body	Water
318	GMC	T-Srs FCB042	2009	Regen. Vac	Schwarze A7	470G
319	Freightliner	SC8000	RB 2009	Mechanical	Eagle	280G
320	Sterling	SC8000	2006	Regen. Vac	Schwarze A7	470G
322	Sterling	SC8000	RB 2004	Regen. Vac	Schwarze A7	470G
323	Sterling	SC8000	2007	Regen. Vac	Schwarze A7	470G
324	Sterling	Acterra	2007	Regen. Vac	Schwarze A7	250G
325	Sterling	Acterra	2008	Regen. Vac	Schwarze A7	250G
326	Sterling	SC8000	2016	Regen. Vac	Schwarze A7	350G
328	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
329	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
330	Peterbilt	SC9000	2019	Regen. Vac	Schwarze A9	600G
333	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
334	International	4300 SBA	2013	Regen. Vac	Schwarze A9	325G
337	Freightliner	M2	2014	Regen. Vac	Elgin Crosswind	275G
338	Freightliner	M2	2015	Regen. Vac	Elgin Crosswind	275G
339	Peterbilt	SC9000	2020	Regen. Vac	Schwarze A9	600G
340	Freightliner	M2016	2022	Regen. Vac	Schwarze A9	600G
341	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
342	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
343	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
344	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600G
345	Freightliner	M2016	2023	Regen. Vac	Schwarze A9	600

LRS CleanSweep sweeper trucks are painted in blue and white and feature all required IDOT equipment/lights, including: flashing safety and on-board arrow/directional lights, fire extinguisher, leaf blower, and other safety and operations related equipment.

Attest: Stacy Hansen, CleanSweep Operations Supervisor: _____

Attachment: 2024 Street Sweeping - Contract LRS (O-2024-71 : Award of Street Sweeping Contract)

EXHIBIT B - SCHEDULE OF PRICES (cont.)SUBCONTRACTOR LISTING

Bidder, to employ the following listed subcontractors for the following enumerated classes of work and is not to alter or add to such list without the written consent of the Village.

<u>SUBCONTRACTOR</u>	<u>CLASS OF WORK</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of receipt of Addenda(s) _____ (list each addendum number)

Attach each signed addendum, if any, to the bid packet as part of your submittal.

CONTRACTOR SIGNATURE and CONTACT INFORMATION

6-3-2024
Date

815-508-3269
Phone

LRS
Legal Entity

ALIA M.BOTTOM@LRSRECYCLES.COM
E-mail


(Sign here)

MICHAEL BOTTOM
(Print Name)



Ordinance No. O-2024-72 : Ordinance Approving a Pre-Award Intergovernmental Agreement with the Lake County Stormwater Management Commission Relating to a \$5,500,000.00 Grant for Capital Improvements to Northwood Subdivision and Horatio Gardens

Recommendation of Action

Staff recommends approval.

The Village and Township each received a \$2,750,000 grant toward cooperative stormwater improvements in the Northwoods Subdivision and Horatio Gardens areas. A Pre-Award Intergovernmental Agreement is required to be approved by the Village Board to allow the Lake County Stormwater Management Commission to advance the funding through the State of Illinois.

ATTACHMENTS:

- SMC IGA Memo (PDF)
- SMC IGA ORD (DOCX)
- Pre-Award IGA Lake County SMC_Buffalo Grove DRAFT copy BOT (PDF)
- Pre-Grant IGA Attachment B TEMPLATE (DOCX)

Trustee Liaison
Stein

Staff Contact
Kyle Johnson, Engineering

Monday, June 17, 2024

VILLAGE OF BUFFALO GROVE



MEMORANDUM

DATE: June 13, 2024

TO: Dane Bragg, Village Manager

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

SUBJECT: Pre-Award Intergovernmental Agreement with Lake County Stormwater Management Commission

RECOMMENDATION

Staff recommends that the Village Board authorize the Village President to execute an Ordinance approving a Pre-Award Intergovernmental Agreement (IGA) with the Lake County Stormwater Management Commission relating to a \$5,500,000.00 grant for Capital Improvements to Northwood Subdivision and Horatio Gardens, pending final review and approval by the Village Attorney.

BACKGROUND

Last year staff applied for a Grant through the Lake County Stormwater Management Commission (SMC) for their second phase of Department of Commerce & Economic Opportunity (DCEO) funding toward stormwater management. The Grant application was on behalf of both the Village of Buffalo Grove and Vernon Township for improvements in the Northwoods Subdivision and Horatio Garden areas. After careful consideration by SMC for many competitive projects, this regional stormwater improvement was selected for two full awards, \$2.75 million for each agency.

As design continues, both agencies aim to complete other necessary improvements to associated infrastructure in the area while also accomplishing the objectives of the grant funding. The Village will serve as the lead agency of one project that covers both areas.

This Pre-Award IGA allows SMC to continue its grant processing with DCEO so the funding can be available later in 2024. This IGA demonstrates to the State that the project is viable and working toward the objectives of the funding. It also assigns the responsibility of administering the funding to SMC pending release by the State.

A tentative schedule has the project in design until November of 2024, when it will then be bid out and awarded prior to the end of the year. Construction would be aimed to start in early 2025 with completion happening late in the fall of the same year. A final IGA with SMC will be needed following the allotment of funding by DCEO, while the Village will also need to establish separate agreements with both Vernon Township for the project management and Park District for the expansion of their pond.

Attachment: SMC IGA Memo (O-2024-72 : Approve IGA SMC - DCEO)

If SMC is unable to secure funding through DCEO the Village is not obligated to pursue this project any further. Additionally, this agreement does not preclude the Village from seeking additional funding for this project or any subsequent phases of the Northwood Stormwater and Street Projects.

The Village's matching contribution to the project is unknown at this time as the project is still in development and design, however it will be tailored to align with the 2024 and 2025 budgets. The matching contribution will largely go toward the Village's road maintenance need in the area.

The Village will be responsible for a Project Expense Match (PEM) of \$364,031.25 to SMC for their administrative efforts in securing and facilitating the grant on the behalf of the Village and Township. This PEM is calculated by the low/moderate income percentage in the census block of the project expressed as a decimal (0.1175) subtracted from one (1), the difference of which is multiplied by the maximum 15% Project Expense Match rate allowed per program policy, expressed as a decimal (0.15), multiplied by the amount of grant funding requested for the Northwood Subdivision Stormwater Improvements Project-Phase 1 (\$2,750,000). The PEM can be paid to SMC at any time, including after we receive the grant funds.

ORDINANCE 2024-_____

**AN ORDINANCE AUTHORIZING A PRE-AWARD INTERGOVERNMENTAL AGREEMENT WITH THE LAKE COUNTY
STORMWATER MANAGEMENT COMMISSION RELATING TO A \$5,500,000 GRANT FOR CAPITAL
IMPROVEMENTS TO NORTHWOOD SUBDIVISION AND HORATIO GARDENS**

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

WHEREAS, the Village seeks to enter into a Pre-Award Intergovernmental Agreement with the Lake County Stormwater Management Commission relating to a \$5,500,000.00 grant for Capital Improvements to Northwood Subdivision and Horatio Gardens.

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

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

SECTION 2. The Village President is authorized to enter into a Pre-Award Intergovernmental Agreement with the Lake County Stormwater Management Commission relating to a \$5,500,000.00 grant for Capital Improvements to Northwood Subdivision and Horatio Gardens, pending attorney review.

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

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

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

APPROVED:

 Eric N. Smith, Village President

ATTEST:

 Janet Sirabian, Village Clerk

Attachment: SMC IGA ORD (O-2024-72 : Approve IGA SMC - DCEO)

INTERGOVERNMENTAL AGREEMENT
between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
AND THE
VILLAGE OF BUFFALO GROVE
FOR THE
NORTHWOOD SUBDIVISION STORMWATER IMPROVEMENTS PHASE 1 AND HORATIO GARDENS
DRAINAGE IMPROVEMENTS PROJECTS

This is an agreement by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (herein referred to as “SMC”), 500 West Winchester Road, Libertyville, Illinois 60048 and the Village of Buffalo Grove, (herein referred to as “Local Sponsor”, 50 Raupp Boulevard, Buffalo Grove, Illinois 60089.

RECITALS

Whereas, SMC and the Village of Buffalo Grove desire to work together on stormwater infrastructure projects to resolve drainage and flooding-related problems impacting the Village of Buffalo Grove by, among other things, applying for support via the Department of Commerce and Economic Opportunity – Stormwater Capital Improvement Program (“DCEO-STOCIP”).

Whereas, the parties hereto anticipate accomplishing their goals by and through support from the DCEO-STOCIP program in the form of a grant which the parties anticipate will be subject to the SMC DCEO-STOCIP Policies and Procedures including final grant agreement provisions between the State of Illinois, Department of Commerce and Economic Opportunity and Lake County like those addressed in the template agreement hereto as Attachment B and which the SMC will assist the DCEO by administering.

Whereas, because the projects depend upon an award being granted through the DCEO-STOCIP program, the parties desire to enter into this agreement to support the award of such a grant.

Agreement

Now, therefore, for good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are incorporated as part of the parties’ agreement.
2. **Project Description.** The Northwood Subdivision Stormwater Improvements Project-Phase 1 and Horatio Gardens Drainage Improvement Project (“PROJECTS”) are located north of Armstrong Avenue, south of Pope Boulevard, east of Weiland Road and west of Wisconsin Central/Canadian National Railroad in the Village of Buffalo Grove and unincorporated Vernon Township, Illinois and are expected to consist of storm sewer removal and installation, earth excavation, and road reconstruction/rehabilitation (“PROJECT SCOPE”), which is more fully described in Attachment A. The purpose of the PROJECTS is to reduce flood damage and impacts within the Village of Buffalo Grove and unincorporated Vernon Township while also improving associated infrastructure. The scale and scope of associated improvements beyond the flood reduction improvements are entirely under the control of the Local Sponsor, provided their inclusion does not jeopardize the use of DCEO funding.
3. **Funding.** The PROJECTS are contingent upon a DCEO-STOCIP grant being awarded and budget appropriation by the Lake County Board. It is expressly understood and agreed that in the event that the DCEO-STOCIP grant is not awarded and SMC and the Village of Buffalo do not enter into a subsequent agreement per the RECITALS above providing for reimbursement of grant funds to the Village, then the Village of Buffalo Grove shall not have any funding or other responsibility under this agreement or for the Projects. Additionally, if Vernon Township is unable to participate, the Horatio Gardens project may be removed from this agreement through an amendment as described below and/or may be removed from

any subsequent agreement. Should such a grant be awarded and provided that all grant funds applied for are obligated by a funding agreement between SMC and the Village of Buffalo Grove, the parties agree that funding for the PROJECTS shall be as follows:

- a. **Project Expense Match.** A Project Expense Match (“PEM”) of \$364,031.25 will be paid by the Local Sponsor to SMC to support administrative and engineering services required for the Northwood Subdivision Stormwater Improvements Project-Phase 1. The PEM shall be paid to SMC in-full within the later of 120 days of the execution of an Intergovernmental Agreement or upon receipt of a DCEO grant agreement and obligation of full grant funds by agreement between SMC and Local Sponsor for the PROJECTS, as identified in paragraph 5. The PEM is based upon the following: The low/moderate income percentage in the census block of the project expressed as a decimal (0.1175) subtracted from one (1), the difference of which is multiplied by the maximum 15% Project Expense Match rate allowed per program policy, expressed as a decimal (0.15), multiplied by the amount of grant funding requested for the Northwood Subdivision Stormwater Improvements Project-Phase 1 (\$2,750,000), or, expressed numerically: $(1-(0.1175)) \times 0.15 \times \$2,750,000 = \$364,031.25$.
 - b. The parties understand that the PROJECTS, will proceed only if funded by a grant from DCEO, and all grant funds, up to an amount of \$2,750,000 for the Northwood Subdivision Project and up to an amount of \$2,750,000 for the Horatio Gardens Project, are obligated by agreement between SMC and Local Sponsor. Parties understand that project funding is contingent upon SMC’s receipt of funding from DCEO, Local Sponsor’s compliance with the terms of any applicable DCEO-SMC Grant Agreement, compliance with terms and conditions of DCEO-STOCIP program, completion of any construction grant reimbursement requirements, and compliance with all applicable federal and state laws and regulations.
 - c. This agreement and project funding do not prohibit the Local Sponsor from applying for additional funding for this project phases or future project phases with SMC or any other agency.
4. **Project Management and Responsibilities for Project.** The LOCAL SPONSOR will be the Project Manager for the PROJECTS.
 5. **Project Completion and future agreement.** Should the DCEO award a grant supporting the PROJECTS, the Local Sponsor agrees to proceed with completion of the PROJECTS within the timeframe required by said grant and, further, the parties agree to enter into an agreement substantially similar to the one attached hereto as Attachment B, adjusted as may be required to comply with any and all grant requirements as well as any other applicable contractual or legal requirements.
 6. **Project Agreements.** If the Local Sponsor is unable to reach independent agreements with the Township, Park District and other associated agencies which are required to complete the specified scope of work, this agreement may be nullified by the Local Sponsor.
 7. **Amendments.** This Agreement will be in effect until 12/31/2026, or until the date of execution of the project funding agreement identified in Paragraph 5, whichever is sooner, and may be modified or amended by mutual consent of the Parties, expressed in writing and signed by the Parties, provided the amendments comply with the final grant agreement with DCEO.
 8. **Severability.** If any provision of the Agreement is declared invalid, its other provisions shall not be affected thereby.
 9. **Applicable Law; Claims.** This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against SMC arising out of this Agreement must be filed exclusively with the Nineteenth Judicial Circuit Court of Illinois.
 10. **Headings.** Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.
 11. **Entire Agreement.** SMC and Local Sponsor acknowledge that this Agreement, including its Exhibits and Attachments, constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either SMC or Local Sponsor.
 12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via

facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

- 13. Notices.** All notices required or permitted hereunder shall be in writing, and delivered either personally or by certified or registered mail, return receipt requested, to the following addresses or sent by electronic mail ("e-mail") to the following contact addresses:

If to Local Sponsor contact:

Kyle Johnson, Assistant Public Works Director/Village Engineer
Village of Buffalo Grove
51 Raupp Boulevard
Buffalo Grove, IL 60089
Phone: 847-459-2545
Email: KJohnson@vbg.org

If to SMC contact:

Mike Prusila, Planning Supervisor
Lake County Stormwater Management Commission
500 W. Winchester Road
Libertyville, IL 60048
Phone: 847-377-7700
Email: mprusila@lakecountyil.gov

IN WITNESS WHEREOF, the Stormwater Management Commission and Village of Buffalo Grove have caused this Agreement to be executed by their duly authorized representatives.

VILLAGE OF BUFFALO GROVE

Eric N. Smith, President,
Village of Buffalo Grove

Date

STORMWATER MANAGEMENT COMMISSION:

Kurt Woolford, Executive Director
Lake County Stormwater Management Commission

Date

Attachment: Pre-Award IGA Lake County SMC_Buffalo Grove DRAFT copy BOT (O-2024-72 : Approve IGA SMC - DCEO)

Attachment A
[PROJECT SCOPE]

The Northwood Subdivision Stormwater Improvements Phase 1 Project consists of drainage and associated infrastructure improvements to the area bounded by roughly Pauline Avenue, Canadian National Railway, Armstrong Drive, and Weiland Road within the Village of Buffalo Grove.

The Horatio Gardens Drainage Improvements Project consists of drainage and associated infrastructure improvements to the area bounded by roughly Pauline Avenue, Canadian National Railway, Pope Boulevard, and Weiland Road within Vernon Township.

Attachment: Pre-Award IGA Lake County SMC_Buffalo Grove DRAFT copy BOT (O-2024-72 : Approve IGA SMC - DCEO)

Attachment B
[Template IGA agreement]

Attachment: Pre-Award IGA Lake County SMC_Buffalo Grove DRAFT copy BOT (O-2024-72 : Approve IGA SMC - DCEO)

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
 STORMWATER CAPITAL IMPROVEMENT PROGRAM (DCEO-STOCIP)
 INTERGOVERNMENTAL AGREEMENT
 between the
 LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
 AND THE

 FOR THE

This is an agreement by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (herein referred to as "SMC"), 500 West Winchester Road, Libertyville, Illinois 60048 and [Local Sponsor], (herein referred to as "Local Sponsor", [insert address]).

ARTICLE I

AWARD AND SMC/LOCAL SPONSOR – SPECIFIC PROJECT INFORMATION

1.1 Purpose. The DCEO-STOCIP Program's primary role is to assist in implementing regional stormwater infrastructure projects to resolve multi-jurisdictional drainage and flooding-related problems discovered through interactions of SMC personnel with the public, local governments, and other project partners. Projects will be consistent with the program requirements set forth by DCEO and the SMC DCEO-STOCIP Policies and Procedures and this document. The intent of DCEO-STOCIP is to resolve major flooding problems through the allocation of capital infrastructure funding across Lake County's four major watersheds: the Fox River, Des Plaines River, North Branch Chicago River, and Lake Michigan. Over the life of the program the funding distribution will take into account the equalized assessed valuation (EAV) of the property within each major watershed; while utilizing the CMAP Principles of Inclusive Growth, Resilience, and Prioritized Investment with regard to distribution to local government and political jurisdictions; and give consideration of the SMC Enhanced Environmental Justice areas.

1.2 Project Description. The [ENTER PROJECT NAME HERE] ("PROJECT") is located _____ (refer to Exhibit 1). The PROJECT scope consists of _____ (refer to Exhibit 2).

1.3 Amount of Grant Contribution. Through this Agreement, SMC agrees to contribute, by means of reimbursement, eligible project expenses in an amount not to exceed \$_____ from the Illinois Department of Commerce and Economic Opportunity (DCEO) Grant for implementation of the PROJECT. SMC Reimbursement is contingent upon funding from DCEO, Local Sponsor's compliance with the terms of the DCEO-SMC Grant Agreement, compliance with terms and conditions of DCEO-STOCIP program, and compliance with all applicable federal and state laws and regulations.

1.4 Required Project Expense Match. A Project Expense Match ("PEM") of \$_____ will be paid by the Local Sponsor to SMC to support administrative and engineering services. The PEM shall be paid to SMC by _____. If this Agreement is terminated, PEM costs shall be determined as set forth in Section 6.6.c.

1.5 Project Management and Responsibilities for Project. Program management and assigned responsibilities for all PROJECT phases is detailed in the Scope of Work Tasks set forth on Attachment A and incorporated herein. The [SELECT ONE: LOCAL SPONSOR / SMC] is the Project Manager for the PROJECT.

1.6 Project Budget and Expense Responsibilities. PROJECT expense responsibilities for all Scope of Work Tasks (Attachment A) are specified in the Project Budget in accordance with DCEO Capital Budget Line Item Categories as set forth in Attachment B and incorporated herein.

1.7 Project Schedule. The Project Schedule associated with all Scope of Work Tasks (Attachment A) is specified on Attachment C and incorporated herein.

ARTICLE II

PURPOSE FOR GRANT

2.0 Purpose for Grant. [INSERT PURPOSE FOR GRANT] Implementation of this PROJECT would provide flood mitigation benefits for the properties, businesses, and roadways as shown in the damage analysis table below.

Attachment: Pre-Grant IGA Attachment B TEMPLATE (O-2024-72 : Approve IGA SMC - DCEO)

ARTICLE III
SMC TERMS AND CONDITIONS

3.1 Regulatory Compliance. The PROJECT shall comply with any and all terms and obligations imposed by any grant that may be awarded pursuant to the DCEO-STOCIP program, as well as the Lake County Watershed Development Ordinance (WDO) or local standards if more restrictive, and all regulations, laws, and statutes. It is the responsibility of the Local Sponsor to ensure that all necessary permits are secured prior to the implementation of the PROJECT. Work within public road rights-of-way shall not be performed without appropriate permits or authorization from the jurisdictional Road Authority.

3.2 National Flood Insurance Program (NFIP). Local Sponsor shall be a member and in good standing with the NFIP and comply with SMC policies.

3.3 Landowner Agreements. The Local Sponsor shall enter into appropriate legally binding arrangements to ensure that any and all land rights that may be necessary for operation and maintenance procedures contemplated by this PROJECT are possible in perpetuity during and after the PROJECT's completion. All easements must be obtained prior to the start of construction. Documentation showing that the Local Sponsor has obtained the necessary deed or plat restrictions to construct and maintain the PROJECT shall be provided to SMC prior to start of the PROJECT. The cost of obtaining landowner agreements shall not be included in the PROJECT Budget (Attachment B), although the value of the PROJECT land rights may be added to the overall PROJECT cost. PROJECTS must be located on real property in which the Local Sponsor has interest evidenced by valid title or easement, extending in perpetuity. Neither SMC funding nor any DCEO-STOCIP funding awarded for this PROJECT shall be used to pay for any easements or deed or plat restrictions necessary to implement the PROJECT on property that is benefiting from the PROJECT, any such costs shall be the sole responsibility of the Local Sponsor.

3.4 Operation and Maintenance Plan. The Project Manager shall develop an Operation and Maintenance Plan (O & M Plan) for the PROJECT implemented under this Agreement to ensure its long-term viability. The O & M Plan shall include annual inspections and appropriate maintenance activities and shall be provided along with the project final report as described in Section 3.8 below. The O & M Plan shall identify the financial resources necessary for the implementation of the O & M Plan. Local Sponsor shall have the responsibility for maintenance of the PROJECT in perpetuity. O & M costs incurred that are not included in [Attachment B, Item DCEO-10, "Other Construction Expenses,"] or occur after the term of this Agreement, as specified in Section 6.1, are not eligible for reimbursement.

3.5 PROJECT Implementation. Only Project Expenses specified in [Attachment B] that are incurred during the term of this Agreement and, if the DCEO awards a grant for this PROJECT, after DCEO approval and execution of the project Agreement, can be reimbursed.

3.6 PROJECT Modification. Modifications to the Scope of Work Tasks on Attachment A and Project Schedule on Attachment C must be approved in writing by SMC and may require approval of DCEO.

3.7 PROJECT Coordination. The Project Manager shall provide PROJECT coordination and progress briefings as requested by [SMC/Local Sponsor] during the course of the PROJECT. Project Manager shall provide [SMC/Local Sponsor] monthly PROJECT Performance and Financial reports, based on DCEO reporting requirements, showing the progress of PROJECT implementation and financial summary for each Task/Phase of the PROJECT in accordance with the Project Schedule (Attachment C). Reports shall be submitted via email to the [SMC/Local Sponsor] Contact by the 7th day of the following month throughout the term of this Agreement. Frequency of reporting requirements may be changed by [SMC/Local Sponsor] as required or allowed by DCEO.

3.8 PROJECT Evaluation and Report. The Project Manager shall provide a final report consisting of the following: an introduction; PROJECT description including pre- and post-conditions, methods of PROJECT installation; a summary of the bid quantities installed; and a final expenditure report for the PROJECT which includes a cost summary. Attachments to the final report shall include a location map; the approved as-built plan; Operations and Maintenance Plan; photographic documentation of pre-project, during construction and final conditions; copies of all required permits; and invoices and/or cost documentation for all PROJECT work including in-kind work and materials. Report requirements are subject to change based on guidance from DCEO. SMC will provide the Local Sponsor with a DCEO approved template for the final report. A final report which complies with the provisions of this Section must be provided to SMC within 30 days after completion of the PROJECT, and no later than _____, whichever is earlier. Final reimbursement request will not be paid until the final report is received.

3.9 PROJECT Audit. SMC may audit any PROJECT for completeness of DCEO-STOCIP funded work products or deliverables, adherence to agreed schedules or extensions, and appropriateness of DCEO-STOCIP fund expenditures. Incomplete work products or deliverables, delays or beyond agreed deadlines may result in forfeiture of grant funding pursuant to the executed PROJECT agreement and/or a determination of ineligibility for the Local Sponsor, its authorized agents, representatives, and assigns to apply for future grants.

ARTICLE IV

DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO) TERMS AND CONDITIONS

This Article incorporates Terms and Conditions required by DCEO ("Grantor" for purposes of this Article) for Intergovernmental Agreements between SMC and Local Sponsors.

4.1 Lobbying Certification by Sub-awardees. Pursuant to ARTICLE XI of the DCEO Grant Agreement between SMC and Grantor, the following provisions are incorporated into this Agreement. Local Sponsor is also subject to certification and disclosure, as required by the final grant agreement from DCEO. Local Sponsor agrees that pursuant to Appendix II(I) to 2 CFR Part 200, SMC shall forward all disclosures by contractors regarding this certification to Grantor.

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

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

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

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

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

4.2 Maintenance and Accessibility of Records; Monitoring.

4.2a. Records Retention. Local Sponsor shall maintain for ten (10) years from the date of submission of the final expenditure report for the PROJECT adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to the PROJECT, the DCEO Award and this Grant Contribution, adequate to comply with 2 CFR 200.333, unless a longer retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

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

4.2.c. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Section 4.2, shall establish a presumption in favor of the State and SMC for the recovery of any funds paid or contributed by the State or SMC under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

4.3 Subcontracts/Sub-Grants.

4.3.a. Local Sponsor/Delegation. Local Sponsor may not delegate any of its duties under this Agreement without Prior Approval of SMC and, if necessary, Grantor.

4.3.b. Application of Terms. Local Sponsor shall advise any subcontractor or subgrantee of any requirements imposed on them by federal and state laws and regulations, and the provisions of any DCEO-SMC Grant Agreement, should the DCEO award a grant to support this PROJECT. In all agreements between Local Sponsor and subcontractors or subgrantees, SMC requires that all Local Sponsors adhere to the terms of the DCEO-SMC Grant Agreement.

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

4.4 Additional Monitoring Provisions

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

4.4.b. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to Section 4.2, above, the Local Sponsor is obligated to cooperate with SMC and the Grantor and other legal authorities in any audit or inquiry related to the Grant Contribution. The Grantor or any other governmental authority conducting an audit or inquiry may require the Local Sponsor to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Local Sponsor personnel who are necessary to support the Local Sponsor's response to the audit or inquiry. This confidentiality requirement shall not limit Local Sponsor's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Local Sponsor, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Local Sponsor shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Local Sponsor with the confidentiality requirement.

ARTICLE V

PROCUREMENT REQUIREMENTS AND CERTIFICATION

5.1 Application of Terms. The Local Sponsor agrees to comply with applicable federal and state laws and regulations and terms and conditions of the DCEO-SMC Grant Agreement and all license requirements or professional certification provisions. Local Sponsor shall also advise sub-contractors of the requirement to comply

with such. By signing this Agreement, Local Sponsor acknowledges receipt of a copy of the DCEO-SMC Grant Agreement.

5.2 Additional Terms and Conditions. Local Sponsor understands and agrees that its failure to comply with the requirements of DCEO Terms and Conditions set forth in Article IV above and in the DCEO-SMC Grant Agreement may impact reimbursement for the PROJECT. If Local Sponsor's failure to comply with DCEO-SMC Grant Agreement Terms and Conditions decreases available funding, the Local Sponsor will not be reimbursed for ineligible PROJECT costs from SMC and may be required to reimburse ineligible costs to SMC or Grantor.

5.3 Business Enterprise Program. DCEO requires that a Business Enterprise Program Utilization Plan be completed for the project prior to reimbursement of State (DCEO) funds. Local partner shall provide the information required on the Utilization Plan template. The template form will be provided by SMC. DCEO must approve the Utilization Plan prior to any reimbursement request from local sponsor.

5.4 Certification of Invoices and Reports. Each invoice and report submitted by Local Sponsor must contain the following certification by an official authorized to legally bind the Local Sponsor:

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

5.5 Certification of Agreement Terms. By signing below, Local Sponsor certifies that (1) all representations made in this Agreement are true and correct and (2) all Grant Contributions received pursuant to this Agreement shall be used only for the purpose(s) described herein and in accordance with the terms of this Agreement and the DCEO-SMC Grant Agreement. Local Sponsor acknowledges that the Grant Contribution provided is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Contribution funds received.

ARTICLE VI

TERM; COMPENSATION; TERMINATION

6.1 Term of Agreement. Pursuant to the DCEO-SMC Grant Agreement and the Terms and Conditions herein, this Agreement begins on _____, _____ and extends through _____, ____; however, extensions up to one year can be requested subject to DCEO and SMC approval. Extensions must be requested from SMC at least 90-days prior to the termination of this Agreement. Under no circumstances can the project completion date be extended beyond _____. Project expenses cannot be submitted for reimbursement from SMC or DCEO which are incurred after the grant agreement completion date. Notwithstanding this section, the PEM payment deadline specified in Section 1.4 is not eligible for extension.

6.2 Availability of Grant Appropriation. Funding for the PROJECT is contingent upon execution of the funding award by DCEO and SMC. Pursuant to the DCEO-SMC Grant Agreement and the Terms and Conditions herein, DCEO funding shall reimburse eligible PROJECT Expenses incurred by either the Local Sponsor or SMC, up to a NOT TO EXCEED value of \$_____. PROJECT expenses that exceed \$_____ are not reimbursable and shall be paid by the Local Sponsor.

6.3 Completion of PROJECT Activities. The Parties shall conduct the Project Activities or provide the services as described in the Exhibits and Attachments, including Attachment A (Scope of Work Tasks) and Attachment B (Project Expenses) and within the time period outlined in the Project Schedule (Attachment C), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules.

6.4 PROJECT Payments. Project payments for the successful completion of Project Activities, shall be paid for pursuant to applicable policies and statutes. The Local Sponsor shall be responsible for making payments to its contractor(s) and shall apply for reimbursement for eligible project expenses to the SMC.

6.5 PROJECT Payment Reimbursement. Reimbursement for project payments is subject to the PROJECT's, Local Sponsor's, Contractor's and Subcontractor's, and SMC's adherence to this Agreement and DCEO-SMC Grant Agreement Terms and Conditions set forth in Articles IV and V of this Agreement. Reimbursement requests shall be submitted with the monthly Performance and Financial report by the 7th day of the following month throughout the Agreement period, or as otherwise specified by SMC as allowed by DCEO. In all circumstances, PROJECT contractual obligations shall not be executed after _____, _____, and the PROJECT shall be fully paid out by _____, _____, or as, in its sole discretion, such dates may be extended by DCEO. Failure of Local Sponsor to timely submit a payment request will render the amounts billed unallowable cost which SMC cannot reimburse.

6.6 Termination of Agreement.

6.6.a. This Agreement may be terminated, in whole or in part, by either party for any or no reason upon thirty (30) calendar days' written notice to the other Party. If terminated by Local Sponsor, Local Sponsor must include the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If SMC determines in the case of partial termination that the reduced or modified portion of the Grant Contribution will not accomplish the purposes for which the grant was made, SMC may terminate the Agreement in its entirety.

6.6.b. This Agreement may be terminated, in whole or in part, by SMC without notice, pursuant to: (1) funding failure from DCEO; (2) Local Sponsor's failure to comply with terms and conditions of this Agreement or Local Sponsor has made a false representation in connection with receipt of compensation; (3) Local Sponsor's breach of this Agreement and failure to cure such breach, or commence cure of the breach, within 15 days of written notice thereof.

6.6.c. The termination of the Agreement in part shall not eliminate the amount of PEM costs Local Sponsor shall pay to SMC. In the event of termination of the Agreement in whole, PEM costs will be reduced to an amount sufficient to compensate SMC for any time spent administering the PROJECT prior to termination as determined by SMC, which amount Local Sponsor acknowledges and agrees may be the entire amount of the projected PEM.

ARTICLE VII INDEMNIFICATION

7.1 Independent Contractor. Local Sponsor is an independent contractor under this Agreement and neither Local Sponsor nor or any employee or agent of Local Sponsor is an employee of DCEO or SMC and do not acquire any employment rights with DCEO or SMC or the state of Illinois by virtue of this Agreement or receipt of DCEO Grant funds. Local Sponsor will provide the agreed services and achieve the specified results free from direction or control by SMC as to the means and methods of performance. Local Sponsor and any subcontractors will be required to provide their own equipment and supplies necessary to conduct their business; provided, however, that in the event, for its convenience or otherwise, SMC makes any such equipment available to Local Sponsor, Local Sponsor's use of such equipment or supplies provided by SMC pursuant to this Agreement shall be strictly limited to official SMC or state of Illinois business and not for any other purpose, including benefit or gain.

7.2 Indemnification. To the extent permitted by law, Local Sponsor agrees to hold harmless SMC against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from intentional torts, negligence or breach of contract of Local Sponsor relating to the PROJECT or this Agreement, with the exception of acts performed in accordance with an explicit, written directive of SMC.

ARTICLE VIII NOTICES

All notices required or permitted hereunder shall be in writing, and delivered either personally or by certified or registered mail, return receipt requested, to the following addresses or sent by electronic mail ("e-mail") to the following contact addresses:

If to Local Sponsor contact:

[INSERT LOCAL SPONSOR CONTACT INFORMATION]

If to SMC contact:

Michael Prusila, Planning Supervisor
 Lake County Stormwater Management Commission
 500 W. Winchester Road
 Libertyville, IL 60048
 Phone: 847-377-7700
 Email: mprusila@lakecountyil.gov

ARTICLE IX MISCELLANEOUS

9.1 Exhibits and Attachments. Attachments A through C and the exhibits referenced herein and attached hereto are incorporated herein in their entirety.

9.2 Publicity and Notification. Funds from this Agreement shall not be used for promotions, advertising or publicity purposes. Any press releases, printed notices, publications and the like shall include the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLT-3381 awarded to the State of Illinois by the U.S. Department of the Treasury." Local Sponsor will notify SMC at least twenty-one (21) days prior to issuing any public notice or press release concerning the PROJECT or work performed under this Agreement.

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

9.4 Amendments. This Agreement may be modified or amended during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties, provided the amendments comply with the final grant agreement with DCEO.

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

9.6 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against SMC arising out of this Agreement must be filed exclusively with the Nineteenth Judicial Circuit Court of Illinois.

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

9.8 Entire Agreement. SMC and Local Sponsor acknowledge that this Agreement, including its Exhibits and Attachments, constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either SMC or Local Sponsor.

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

IN WITNESS WHEREOF, the Stormwater Management Commission and _____ have caused this Agreement to be executed by their duly authorized representatives.

LOCAL SPONSOR

_____ [Name of person with authority and their position, Name of Local Sponsor]	_____ Date
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STORMWATER MANAGEMENT COMMISSION:

_____ Kurt Woolford, Executive Director Lake County Stormwater Management Commission	_____ Date
--	---------------

Attachment: Pre-Grant IGA Attachment B TEMPLATE (O-2024-72 : Approve IGA SMC - DCEO)

Exhibit 1
Site Location Map

Attachment: Pre-Grant IGA Attachment B TEMPLATE (O-2024-72 : Approve IGA SMC - DCEO)

**Exhibit 2
Concept Plan**

Attachment: Pre-Grant IGA Attachment B TEMPLATE (O-2024-72 : Approve IGA SMC - DCEO)

Attachment A

Scope of Work Tasks

[illegible]

Attachment B Budget

[illegible]

Attachment C
Schedule

Attachment: Pre-Grant IGA Attachment B TEMPLATE (O-2024-72 : Approve IGA SMC - DCEO)



Ordinance No. O-2024-73 : Authorization to Purchase Furniture for New Public Works Facility

Recommendation of Action

Staff recommends approval.

Staff recommends the Village Board authorize the Village Manager to purchase furniture for the new Public Works Facility from Interior Investments LLC, through the Omnia and Equalis cooperative purchase program contracts, in an amount not to exceed \$306,518.18.

ATTACHMENTS:

- Authorization to Purchase Furniture for New Public Works Facility Memo (DOCX)
- Interior Investments LLC Ordinance 2024 (DOCX)
- Interior Investments Proposal# 189212_R1 (PDF)

Trustee Liaison

Bocek

Staff Contact

Jim Warnstedt, Public Works

Monday, June 17, 2024

VILLAGE OF BUFFALO GROVE



DATE: June 12, 2024

TO: Dane C. Bragg, Village Manager

FROM: Jim Warnstedt, Deputy Public Works Director

RE: Authorization to Purchase Furniture for New Public Works Facility

Recommendation

Staff recommends the Village Board authorize the Village Manager to purchase furniture for the new Public Works Facility from Interior Investments LLC, through the Omnia and Equalis cooperative purchase program contracts, in an amount not to exceed \$306,518.18

Background Information

As part of the new Public Works Facility project, the furniture to outfit the facility has been planned for and included in the owner's supplied items budget. The furniture in the current facility has either been original to the 1976 building, been handed down from other facilities or has been donated from local businesses throughout the years. The opportunity to provide new furniture for the facility is part of the goals and objectives of the project, which is to deliver an updated facility that will drive a new culture and take the department well into the future.

As part of the conceptual budget, the architect developed a placeholder of \$250,000 to outfit the facility with new furniture. Once the building went from concept to final design, staff lead a Request for Interest that was directly marketed and advertised to many furniture providers. The Village received 8 responses and utilized a list of criteria to select a vendor. Interior Investments, a local vendor, was selected to work with Wold Architects and develop a furniture program and cost for outfitting the facility.

As the initial pricing came in, it was well above the budget estimate that was provided. In an effort to bring that cost down, staff worked with the furniture vendor and our architect to value engineer the furniture package. Through this effort, staff were able to save over \$100,000 by selecting alternate materials or by eliminating certain items from the scope altogether. There is also an option for "Day 2" items that could be planned for in a future CIP budget if needed. Staff have been able to save money in other areas within the owner's supplied items budget, which allows for the increased furniture cost.

The following rooms that will receive furniture will be the Reception Area, Public Meeting Space, 1st Floor Conference Room, Deputy Director Offices, Director Office, Administrative and Superintendent Offices, Team Rooms, Break Room, Upper Kitchen Space, Engineering Offices and Intern Area, Training Room/EOC, Upper Floor Conference Room, Quiet Room and Bunk Rooms.

ORDINANCE 2024-_____

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH INTERIOR INVESTMENTS LLC FOR FURNITURE AT 1650 LEIDER LANE

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute a contract with Interior Investments LLC, for furniture at 1650 Leider Lane, at a price not to exceed \$306,518.18, pending review and approval by the Village Attorney.

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

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

AYES: _____

NAYES: _____

ABSENT: _____

PASSED: _____, 2024

APPROVED: _____, 2024

APPROVED:

Eric N. Smith, Village President

ATTEST:

Janet Sirabian, Village Clerk,

Interior Investments, L.L.C.

550 Bond Street Lincolnshire, Illinois 60069
Telephone 847.325.1000 Facsimile 847.325.1001

PROPOSAL: 189212

DATE: 6/11/2024

PROJECT#: 130-287

PROPOSAL FOR:	INSTALL AT:
Village of Buffalo Grove JWARNSTEDT@VBG.ORG 50 RAUPP BLVD BUFFALO GROVE IL 60089-2198	Buffalo Grove Public Works 1650 LEIDER LN BUFFALO GROVE IL 60089

SALESPERSON:

Sandra Moad

CUSTOMER P/O:

QUOTE VALID:

07/11/24

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
0	1	COMMENT	Village of Buffalo Grove Public Works * Contracts: * Enwork OMNIA Contract: R191819. * Source OMNIA Contract: 07-121 * 9to5 NCPA Contract: 07-01 * OFS OMNIA Contract CDA GO-104800 * Global + OTG Equalis Contract: EQ-052920-01F * Miller Knoll OMNIA Contract: BNR482 * VIA Seating OMNIA Contract: 07-128 * Stylenations - Not on Contract	\$0.00	\$0.00
0	1	COMMENT	RECEPTION ~.	\$0.00	\$0.00
1	1	WF-T19RD22H	Wyre Trapezoid Frame 19x19x22 Round End Table S Solid Surface X9 No Selection of Option ~LIGHT Light Tone Solid Surfaces CWS Cameo White H1P Oiled Bronze Tagging: WF-T19RD22H	\$630.80	\$630.80
2	2	293-WDL-WNT	Martini Lounge. Wood Leg Frame High Back UPH-293 Upholstery Options SF SF - Single Fabric GRADE C GRADE C - FAB: Fabric Grade C MHM MHM - Maharam MELD MELD - Meld 040 040 - Creek 2137 Felt Glides Option FG FG - Felt Glides Tagging: 293-WDL-WNT	\$1,369.50	\$2,739.00
2	1	COMMENT	PUBLIC MEETING SPACE ~.	\$0.00	\$0.00
3	3	161-STL30	VIIVA STOOLS 30" H Bar Stool, Upholstered Seat 29728-CH30 Fabric Selection GRADE D GRADE D - Grade D MHM MHM - Maharam LARIAT LARIAT - Lariat 033 033 - Cornflower 27378 Felt Glides Option FG FG - Felt Glide 3018 Frame Finish Selection STD STD - Standard Powder Coats BLK BLK - Black Matte 24263 Scuff Guard for Foot Rest FG Felt Glides Tagging: 161-STL30	\$445.50	\$1,336.50
4	1	NEL3696	Landing Team Table (Complete Table) on Levelers, 36"D x 96"W A Laminate w/ 3mm PVC Edge (Complete Table)	\$828.96	\$828.96

Attachment: Interior Investments Proposal# 189212_R1 (O-2024-73 : Authorization to Purchase Furniture for New Public Works Facility)

			B Bar Height (42"H) N No Pilot Holes for Footer Bar N No Cable Management L Formica Formal Walnut (5782-NG) L Formica Formal Walnut (5782-NG) Tagging: NEL3696		
5	1	FV435.WMHN1054H	@Floating Shelf, Laminate, wall mount, high-pressure lam top/thermoplastic edge, sh without light, 10" d, 54" w, horiz grain LBJ @graphite twill LBJ @graphite twill WN @warm grey neutral Tagging: LFS54	\$612.00	\$612.00
5	1	COMMENT	CONFERENCE ROOM	\$0.00	\$0.00
6	10	245	@NCE 245 - Black Upholstered Back and Seat, Swivel Tilt, Polished Aluminum Arms Tagging: 245	\$439.32	\$4,393.20
7	1	CR60144	Rectangle Top 60"D x 144"W, 2-pieces A Standard Laminate - 3mm Edge L Formica Formal Walnut (5782-NG) D Two Pwr/Data Cut-outs, Between Outer Bases Tagging: CR60144	\$875.49	\$875.49
8	1	FDU60144	Foundation Panel Base Kit with Trough for 60/66"x 144" Rectangle/Rounded Tops LN Laminate (no Aluminum Trim) L Formica Formal Walnut (5782-NG) L 10" Base Width E 8" Trough Height Tagging: FDU60144	\$1,697.19	\$1,697.19
9	2	PDE422	Ellora Double, 4 pwr/2 data openings/2 USB A+C, cutout 9.81" x 8.0" I Daisy-Chain, Circuit 1 AR Clear Aluminum w/ Black Interior Tagging: PDE422	\$616.11	\$1,232.22
10	1	PDEJUMPXX	Jumper for connecting 2 Ellora, or Alexander Units, pkg of 1 (Length determined by Enwork) Tagging: PDEJUMPXX	\$58.41	\$58.41
11	1	A1BP72	Base Power-In, RA Plug Circuit 1 (only), 20 Amp plug, 72" - (for Wall Applications or Flush Floor Core)	\$98.01	\$98.01
11	1	COMMENT	ASSISTANT DIRECTOR'S OFFICE C104	\$0.00	\$0.00
12	1	3680-Y6-A48P-UB	Sol - Upholstered Back Deluxe Synrho - 6-Way Height-Adjustable Arm PF Polished GRADE-C Fabric Grade C CANTER Momentum - Canter ONYX3022 Onyx 3022 BA36P 27" Low Profile Aluminum Base - Polished C6 C6 Large Diameter Carpet Casters ~ No Cal TB 133 (standard upholstery)	\$749.80	\$749.80
13	1	95043	Cosima 89x31x31 Sofa ~VEN Veneer Finish MNW Root (MNW) 3 Grade 3 Material MOFELTRO Momentum Feltro 3127491 Shadow Tagging: 95043	\$3,020.40	\$3,020.40
14	2	292-WDL-B0	Martini Lounge. Wood Leg Frame Low Back UPH-292 Upholstery Options SF SF - Single Fabric GRADE C GRADE C - FAB: Fabric Grade C MHM MHM - Maharam MELD MELD - Meld	\$1,300.75	\$2,601.50

			040 040 - Creek MART-WOOD Wood Finish Selection WNT WNT - Walnut 2137 Felt Glides Option STD STD - No Selection Tagging: 292-WDL-B0		
15	1	555-LM	LT Table, Laminate Top 18" W x 12" D BLK Black Matte WHT Linen matte D427-60 STD No Selection Tagging: 555-LM	\$401.50	\$401.50
16	1	FV435.WMHN1066H	@Floating Shelf, Laminate, wall mount, high-pressure lam top/thermoplastic edge, sh without light, 10" d, 66" w, horiz grain LBJ @graphite twill LBJ @graphite twill WN @warm grey neutral Tagging: LFS66	\$708.84	\$708.84
17	1	ZMPBBF22	22.6"d x 16"w x 28.5"h, Pedestals, Mobile w/Overhang w/Box/Box/File Drawers, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE ~ZBASE Zira Storage Base Finish WHE 2-Walnut Heights WHE ~ Handle Option HQ M-Bar Handle - Silver SI M-Silver Lock SIL K-404 C-Keyed for Lock #404 Tagging: BBF	\$516.78	\$516.78
18	1	Z2072HBFR	20"d x 72"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Storage Base Finish WHE 2-Walnut Heights WHE ~HAN Handle Option (Required) HV P-Square Edge Handle - Silver SIL SIL K-404 C-Keyed for Lock #404 ~STD Non-GSA (Commercial Furniture Offering) Tagging: 20x72	\$834.77	\$834.77
19	1	Z21M6DIL	20"d x 21"w x 65.5"h, Wardrobe, Left w/Shelving Combo w/Doors, ZIRA ~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Storage Base Finish WHE 2-Walnut Heights WHE ~ Laminate Doors (STD) ~HAN Handle Option (Required) HV P-Square Edge Handle - Silver SIL SIL K-404 C-Keyed for Lock #404 ~STD Non-GSA (Commercial Furniture Offering) Tagging: 6H	\$723.84	\$723.84
20	1	Z2462TRR	24"d x 62"w, Overlapping Bridge, Laminate Spacer on Right Overlaps 20"d x 23.75"h Storage, No Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~ Grommet/Electrical Not Required - Left Position ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position	\$239.25	\$239.25

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			~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE ~ZBASE Zira Storage Base Finish WHE 2-Walnut Heights WHE ~ Handle Option HQ M-Bar Handle - Silver SI M-Silver Lock SIL K-405 C-Keyed for Lock #405 Tagging: BBF		
29	1	Z2072HBFR	20"d x 72"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Storage Base Finish WHE 2-Walnut Heights WHE ~HAN Handle Option (Required) HV P-Square Edge Handle - Silver SIL SIL K-405 C-Keyed for Lock #405 ~STD Non-GSA (Commercial Furniture Offering) Tagging: 20x72	\$834.77	\$834.77
30	1	Z21M6DIL	20"d x 21"w x 65.5"h, Wardrobe, Left w/Shelving Combo w/Doors, ZIRA ~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Storage Base Finish WHE 2-Walnut Heights WHE ~ Laminate Doors (STD) ~HAN Handle Option (Required) HV P-Square Edge Handle - Silver SIL SIL K-405 C-Keyed for Lock #405 ~STD Non-GSA (Commercial Furniture Offering) Tagging: 6H	\$723.84	\$723.84
31	1	Z2462TRR	24"d x 62"w, Overlapping Bridge, Laminate Spacer on Right Overlaps 20"d x 23.75"h Storage, No Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~ Grommet/Electrical Not Required - Left Position ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering) Tagging: 24x62	\$239.25	\$239.25
32	1	Z3072DK	30"d x 72"w x 29.5"h, Freestanding Desk, Laminate End Panels, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~ Laminate 12" Modesty (STD) ~ Grommet/Electrical Not Required - Left Position ~ Grommet/Electrical Not Required - Center Position ~POS3 Grommet/Electrical Cut-Out Options - Right Positio AG3 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (A ~ Grommet/Electrical Not Required - Custom Grommet L Tagging: 30x72	\$481.55	\$481.55
33	1	PEWM4	Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx48"Wx2"H, PRODUCTIVITY	\$58.73	\$58.73

			SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering)		
33	1	COMMENT	DIRECTOR'S OFFICE ~.	\$0.00	\$0.00
34	1	3680-Y6-A48P-UB	Sol - Upholstered Back Deluxe Synrho - 6-Way Height-Adjustable Arm PF Polished GRADE-C Fabric Grade C CANTER Momentum - Canter ONYX3022 Onyx 3022 BA36P 27" Low Profile Aluminum Base - Polished C6 C6 Large Diameter Carpet Casters ~ No Cal TB 133 (standard upholstery)	\$749.80	\$749.80
35	1	LDFC	Disc Base (27" diameter) for 48"round or 42""square top, levelers S Silver Tagging: LDFC	\$522.39	\$522.39
36	1	R48	Round Top 48" A Standard Laminate - 3mm Edge W Formica Brite White (459-58) N No Cable Management Tagging: R48	\$204.27	\$204.27
37	1	95043	Cosima 89x31x31 Sofa ~VEN Vener Finish MNW Root (MNW) 3 Grade 3 Material MOFELTRO Momentum Feltro 3127491 Shadow Tagging: 95043	\$3,020.40	\$3,020.40
38	4	292-WDL-B0	Martini Lounge. Wood Leg Frame Low Back UPH-292 Upholstery Options SF SF - Single Fabric GRADE C GRADE C - FAB: Fabric Grade C MHM MHM - Maharam MELD MELD - Meld 040 040 - Creek MART-WOOD Wood Finish Selection WNT WNT - Walnut 2137 Felt Glides Option STD STD - No Selection Tagging: 292-WDL-B0	\$1,300.75	\$5,203.00
39	1	555-LM	LT Table, Laminate Top 18" W x 12" D BLK Black Matte WHT Linen matte D427-60 STD No Selection Tagging: 555-LM	\$401.50	\$401.50
40	1	ZMPBBF22	22.6"d x 16"w x 28.5"h, Pedestals, Mobile w/Overhang w/Box/Box/File Drawers, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE ~ZBASE Zira Storage Base Finish WHE 2-Walnut Heights WHE ~ Handle Option HQ M-Bar Handle - Silver SI M-Silver Lock SIL K-406 C-Keyed for Lock #406 Tagging: BBF	\$516.78	\$516.78
41	1	Z21M6DIL	20"d x 21"w x 65.5"h, Wardrobe, Left w/Shelving Combo w/Doors, ZIRA ~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Storage Base Finish WHE 2-Walnut Heights WHE ~ Laminate Doors (STD) ~HAN Handle Option (Required) HQ P-Bar Handle - Silver SIL SIL K-406 C-Keyed for Lock #406 ~STD Non-GSA (Commercial Furniture Offering)	\$723.84	\$723.84

			Tagging: 6H		
42	1	Z2460BLFR	24"d x 60"w x 29.5"h, Credenza, Open Storage Cabinet on Left w/1 Shelf, Lateral File on Right, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Storage Base Finish WHE 2-Walnut Heights WHE ~HAN Handle Option (Required) HQ P-Bar Handle - Silver SIL SIL K-406 C-Keyed for Lock #406 ~STD Non-GSA (Commercial Furniture Offering)	\$953.09	\$953.09
43	1	Z3066MRL	30"d x 66"w x 29"h, Left, Rectangular Metal Frame Leg Island, Attaches to Left Side of Worksurface, Hardware Included, Not Freestanding, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZOF Zira Open Frame Leg Finish TTU M-(STD) Tungsten Finish, Open Frame TTU ~ Grommet/Electrical Not Required - Left Position ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L ~STD Non-GSA (Commercial Furniture Offering)	\$421.95	\$421.95
44	1	Z3072DK	30"d x 72"w x 29.5"h, Freestanding Desk, Laminate End Panels, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~ Laminate 12" Modesty (STD) ~POS1 Grommet/Electrical Cut-Out Options - Left Position AG1 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (A ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L	\$481.55	\$481.55
45	1	PEWM4	Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx48"Wx2"H, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering)	\$58.73	\$58.73
45	1	COMMENT	ADMIN OFFICE C109 ~.	\$0.00	\$0.00
46	1	3160-Y3-A36	Neo - Mesh Mid-Back, Full Synchro-Tilt Control, A36 Height Adj. Arm with Pivot & Swivel Pad PBK Black Frame M31 M31 Graphite Mesh GRADE-B Fabric Grade B ACE 9to5 - Nautilus - Ace ATLANTIC Atlantic BA11B BA11B 27" Mid-Profile Nylon Base - Black C6S C6S Large Diameter Hard Floor and Carpet Casters ~ No Cal TB 133 (standard upholstery)	\$383.18	\$383.18
47	2	350-RA1	Rest nesting chair, arms. GR-B Grade B textile. GR B Input a custom graded in grade B textile. TOR MOMENTUM, GRID, SUNBEAM 16SCG Grey hard floor and soft/carpeted floor casters. ~ Standard casters.	\$353.74	\$707.48

			02RE silver mesh - 02RE B Standard black frame. FA Ships fully assembled (standard). Tagging: 350-RA1		
48	1	Z3072DK	30"d x 72"w x 29.5"h, Freestanding Desk, Laminate End Panels, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ... Skipped Option ~POS1 Grommet/Electrical Cut-Out Options - Left Position AG1 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (A ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L Tagging: 30x72	\$481.55	\$481.55
49	1	Z2048BSRL	20"d x 48"w x 29.5"h, Full to the Floor Return, B/F/F on Left, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (A3 F-1" Top, Standard Edge ~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~HAN Handle Option (Required) HV P-Square Edge Handle - Silver SIL SIL K-STD C-Key Random (STD) ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L	\$524.18	\$524.18
50	1	PEWM4	Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx48"Wx2"H, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering)	\$58.73	\$58.73
50	1	COMMENT	ADMIN OFFICE C110 ~.	\$0.00	\$0.00
51	1	3160-Y3-A36	Neo - Mesh Mid-Back, Full Synchro-Tilt Control, A36 Height Adj. Arm with Pivot & Swivel Pad PBK Black Frame M31 M31 Graphite Mesh GRADE-B Fabric Grade B ACE 9to5 - Nautilus - Ace ATLANTIC Atlantic BA11B BA11B 27" Mid-Profile Nylon Base - Black C6S C6S Large Diameter Hard Floor and Carpet Casters ~ No Cal TB 133 (standard upholstery)	\$383.18	\$383.18
52	2	350-RA1	Rest nesting chair, arms. GR-B Grade B textile. GR B Input a custom graded in grade B textile. TOR MOMENTUM, GRID, SUNBEAM 16SCG Grey hard floor and soft/carpeted floor casters. ~ Standard casters. 02RE silver mesh - 02RE B Standard black frame. FA Ships fully assembled (standard). Tagging: 350-RA1	\$353.74	\$707.48
53	1	Z3072DK	30"d x 72"w x 29.5"h, Freestanding Desk, Laminate End Panels, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~ Laminate 12" Modesty (STD) ~ Grommet/Electrical Not Required - Left Position ~ Grommet/Electrical Not Required - Center Position	\$481.55	\$481.55

			~POS3 Grommet/Electrical Cut-Out Options - Right Position AG3 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (A) ~ Grommet/Electrical Not Required - Custom Grommet L Tagging: 30x72		
54	1	Z2048BSRR	20"d x 48"w x 29.5"h, Full to the Floor Return, B/F/F on Right, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (A3 F-1" Top, Standard Edge ~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~HAN Handle Option (Required) HV P-Square Edge Handle - Silver SIL SIL K-STD C-Key Random (STD) ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L	\$524.18	\$524.18
55	1	PEWM4	Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx48"Wx2"H, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering)	\$58.73	\$58.73
55	1	COMMENT	SUPERINTENDENT OFFICE C107 ~.	\$0.00	\$0.00
56	1	3160-Y3-A36	Neo - Mesh Mid-Back, Full Synchro-Tilt Control, A36 Height Adj. Arm with Pivot & Swivel Pad PBK Black Frame M31 M31 Graphite Mesh GRADE-B Fabric Grade B ACE 9to5 - Nautilus - Ace ATLANTIC Atlantic BA11B BA11B 27" Mid-Profile Nylon Base - Black C6S C6S Large Diameter Hard Floor and Carpet Casters ~ No Cal TB 133 (standard upholstery)	\$383.18	\$383.18
57	2	350-RA1	Rest nesting chair, arms. GR-B Grade B textile. GR B Input a custom graded in grade B textile. TOR MOMENTUM, GRID, SUNBEAM 16SCG Grey hard floor and soft/carpeted floor casters. ~ Standard casters. 02RE silver mesh - 02RE B Standard black frame. FA Ships fully assembled (standard). Tagging: 350-RA1	\$353.74	\$707.48
58	1	Z3072DK	30"d x 72"w x 29.5"h, Freestanding Desk, Laminate End Panels, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (A3 F-1" Top, Standard Edge ~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ... Skipped Option ~POS1 Grommet/Electrical Cut-Out Options - Left Position AG1 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (A) ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L Tagging: 30x72	\$481.55	\$481.55
59	1	Z2048BSRL	20"d x 48"w x 29.5"h, Full to the Floor Return, B/F/F on Left, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (A3 F-1" Top, Standard Edge ~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~HAN Handle Option (Required) HV P-Square Edge Handle - Silver SIL SIL K-STD C-Key Random (STD)	\$524.18	\$524.18

			~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L		
60	1	PEWM4	Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx48"Wx2"H, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering)	\$58.73	\$58.73
60	1	COMMENT	SUPERINTENDENT OFFICE C108 ~.	\$0.00	\$0.00
61	1	3160-Y3-A36	Neo - Mesh Mid-Back, Full Synchro-Tilt Control, A36 Height Adj. Arm with Pivot & Swivel Pad PBK Black Frame M31 M31 Graphite Mesh GRADE-B Fabric Grade B ACE 9to5 - Nautilus - Ace ATLANTIC Atlantic BA11B BA11B 27" Mid-Profile Nylon Base - Black C6S C6S Large Diameter Hard Floor and Carpet Casters ~ No Cal TB 133 (standard upholstery)	\$383.18	\$383.18
62	2	350-RA1	Rest nesting chair, arms. GR-B Grade B textile. GR B Input a custom graded in grade B textile. TOR MOMENTUM, GRID, SUNBEAM 16SCG Grey hard floor and soft/carpeted floor casters. ~ Standard casters. 02RE silver mesh - 02RE B Standard black frame. FA Ships fully assembled (standard). Tagging: 350-RA1	\$353.74	\$707.48
63	1	Z3072DK	30"d x 72"w x 29.5"h, Freestanding Desk, Laminate End Panels, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ... Skipped Option ~POS1 Grommet/Electrical Cut-Out Options - Left Position AG1 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (A ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L Tagging: 30x72	\$481.55	\$481.55
64	1	Z2048BSRL	20"d x 48"w x 29.5"h, Full to the Floor Return, B/F/F on Left, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (A3 F-1" Top, Standard Edge ~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~HAN Handle Option (Required) HV P-Square Edge Handle - Silver SIL SIL K-STD C-Key Random (STD) ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L	\$524.18	\$524.18
65	1	PEWM4	Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx48"Wx2"H, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering)	\$58.73	\$58.73
65	1	COMMENT	BUILDING MAINTENANCE TEAM ROOM + MANAGER OFFICE ~.	\$0.00	\$0.00
66	7	3160-Y3-A36	Neo - Mesh Mid-Back, Full Synchro-Tilt Control, A36 Height Adj. Arm with Pivot & Swivel Pad	\$383.18	\$2,682.26

			PBK Black Frame M31 M31 Graphite Mesh GRADE-B Fabric Grade B ACE 9to5 - Nautilus - Ace ATLANTIC Atlantic BA11B BA11B 27" Mid-Profile Nylon Base - Black C6S C6S Large Diameter Hard Floor and Carpet Casters ~ No Cal TB 133 (standard upholstery)		
67	2	350-RA1	Rest nesting chair, arms. GR-B Grade B textile. GR B Input a custom graded in grade B textile. TOR MOMENTUM, GRID, SUNBEAM 16SCG Grey hard floor and soft/carpeted floor casters. ~ Standard casters. 02RE silver mesh - 02RE B Standard black frame. FA Ships fully assembled (standard). Tagging: 350-RA1	\$353.74	\$707.48
68	1	Z3072DK	30"d x 72"w x 29.5"h, Freestanding Desk, Laminate End Panels, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~ Laminate 12" Modesty (STD) ~ Grommet/Electrical Not Required - Left Position ~ Grommet/Electrical Not Required - Center Position ~POS3 Grommet/Electrical Cut-Out Options - Right Positio AG3 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (A ~ Grommet/Electrical Not Required - Custom Grommet L Tagging: 30x72	\$481.55	\$481.55
69	1	Z2048BSRR	20"d x 48"w x 29.5"h, Full to the Floor Return, B/F/F on Right, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (A3 F-1" Top, Standard Edge ~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~HAN Handle Option (Required) HV P-Square Edge Handle - Silver SIL SIL K-STD C-Key Random (STD) ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L	\$524.18	\$524.18
70	1	PEWM4	Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx48"Wx2"H, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering)	\$58.73	\$58.73
71	6	SL6030TOP	30"d x 60"w x 1"h, Rectangular Top Only, OTG LAMINATE SUPERIOR ~OTGL Superior Laminate Finishes WHI 1-White	\$85.00	\$510.00
72	6	OTGFTBASE60	OTG Flip Top Base Only, 60", Used with SL6024TOP or SL6030TOP (Black or Tungsten) OTG LAMINATE SUPERIOR ~OTG Base Finish TUN 1-Tungsten	\$200.60	\$1,203.60
73	1	NEL42120	Landing Team Table (Complete Table) on Levelers, 42"D x 120"W A Laminate w/ 3mm PVC Edge (Complete Table) B Bar Height (42"H) N No Pilot Holes for Footer Bar N No Cable Management 3 Formica Millennium Oak (5887-26) 3 Formica Millennium Oak (5887-26) Tagging: NEL42120	\$1,433.85	\$1,433.85
73	1	COMMENT	SEWER/DRAINAGE TEAM ROOM + MANAGER OFFICE	\$0.00	\$0.00

74	8	3160-Y3-A36	Neo - Mesh Mid-Back, Full Synchro-Tilt Control, A36 Height Adj. Arm with Pivot & Swivel Pad PBK Black Frame M31 M31 Graphite Mesh GRADE-B Fabric Grade B ACE 9to5 - Nautilus - Ace ATLANTIC Atlantic BA11B BA11B 27" Mid-Profile Nylon Base - Black C6S C6S Large Diameter Hard Floor and Carpet Casters ~ No Cal TB 133 (standard upholstery)	\$383.18	\$3,065.44
75	2	350-RA1	Rest nesting chair, arms. GR-B Grade B textile. GR B Input a custom graded in grade B textile. TOR MOMENTUM, GRID, SUNBEAM 16SCG Grey hard floor and soft/carpeted floor casters. ~ Standard casters. 02RE silver mesh - 02RE B Standard black frame. FA Ships fully assembled (standard). Tagging: 350-RA1	\$353.74	\$707.48
76	1	Z3072DK	30"d x 72"w x 29.5"h, Freestanding Desk, Laminate End Panels, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ... Skipped Option ~POS1 Grommet/Electrical Cut-Out Options - Left Position AG1 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (A ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L Tagging: 30x72	\$481.55	\$481.55
77	1	Z2048BSRL	20"d x 48"w x 29.5"h, Full to the Floor Return, B/F/F on Left, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (A3 F-1" Top, Standard Edge ~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~HAN Handle Option (Required) HV P-Square Edge Handle - Silver SIL SIL K-STD C-Key Random (STD) ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L	\$524.18	\$524.18
78	1	PEWM4	Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx48"Wx2"H, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering)	\$58.73	\$58.73
79	7	SL6030TOP	30"d x 60"w x 1"h, Rectangular Top Only, OTG LAMINATE SUPERIOR ~OTGL Superior Laminate Finishes WHI 1-White	\$85.00	\$595.00
80	7	OTGFTBASE60	OTG Flip Top Base Only, 60", Used with SL6024TOP or SL6030TOP (Black or Tungsten) OTG LAMINATE SUPERIOR ~OTG Base Finish TUN 1-Tungsten	\$200.60	\$1,404.20
81	1	NEL42120	Landing Team Table (Complete Table) on Levelers, 42"D x 120"W A Laminate w/ 3mm PVC Edge (Complete Table) B Bar Height (42'H) N No Pilot Holes for Footer Bar N No Cable Management 3 Formica Millennium Oak (5887-26) 3 Formica Millennium Oak (5887-26)	\$1,433.85	\$1,433.85

			Tagging: NEL42120		
81	1	COMMENT	WATER TEAM ROOM + MANAGER OFFICE	\$0.00	\$0.00
82	11	3160-Y3-A36	Neo - Mesh Mid-Back, Full Synchro-Tilt Control, A36 Height Adj. Arm with Pivot & Swivel Pad PBK Black Frame M31 M31 Graphite Mesh GRADE-B Fabric Grade B ACE 9to5 - Nautilus - Ace ATLANTIC Atlantic BA11B BA11B 27" Mid-Profile Nylon Base - Black C6S C6S Large Diameter Hard Floor and Carpet Casters ~ No Cal TB 133 (standard upholstery)	\$383.18	\$4,214.98
83	2	350-RA1	Rest nesting chair, arms. GR-B Grade B textile. GR B Input a custom graded in grade B textile. TOR MOMENTUM, GRID, SUNBEAM 16SCG Grey hard floor and soft/carpeted floor casters. ~ Standard casters. 02RE silver mesh - 02RE B Standard black frame. FA Ships fully assembled (standard). Tagging: 350-RA1	\$353.74	\$707.48
84	1	Z3072DK	30"d x 72"w x 29.5"h, Freestanding Desk, Laminate End Panels, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~ Laminate 12" Modesty (STD) ~ Grommet/Electrical Not Required - Left Position ~ Grommet/Electrical Not Required - Center Position ~POS3 Grommet/Electrical Cut-Out Options - Right Position AG3 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (A ~ Grommet/Electrical Not Required - Custom Grommet L Tagging: 30x72	\$481.55	\$481.55
85	1	Z2048BSRR	20"d x 48"w x 29.5"h, Full to the Floor Return, B/F/F on Right, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (A3 F-1" Top, Standard Edge ~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~HAN Handle Option (Required) HV P-Square Edge Handle - Silver SIL SIL K-STD C-Key Random (STD) ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L	\$524.18	\$524.18
86	1	PEWM4	Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx48"Wx2"H, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering)	\$58.73	\$58.73
87	10	SL6030TOP	30"d x 60"w x 1"h, Rectangular Top Only, OTG LAMINATE SUPERIOR ~OTGL Superior Laminate Finishes WHI 1-White	\$85.00	\$850.00
88	10	OTGFTBASE60	OTG Flip Top Base Only, 60", Used with SL6024TOP or SL6030TOP (Black or Tungsten) OTG LAMINATE SUPERIOR ~OTG Base Finish TUN 1-Tungsten	\$200.60	\$2,006.00
89	1	NEL42120	Landing Team Table (Complete Table) on Levelers, 42"D x 120"W	\$1,433.85	\$1,433.85

			A Laminate w/ 3mm PVC Edge (Complete Table) B Bar Height (42"H) N No Pilot Holes for Footer Bar N No Cable Management 3 Formica Millennium Oak (5887-26) 3 Formica Millennium Oak (5887-26) Tagging: NEL42120		
89	1	COMMENT	FORESTRY TEAM ROOM + MANAGER OFFICE ~.	\$0.00	\$0.00
90	9	3160-Y3-A36	Neo - Mesh Mid-Back, Full Synchro-Tilt Control, A36 Height Adj. Arm with Pivot & Swivel Pad PBK Black Frame M31 M31 Graphite Mesh GRADE-B Fabric Grade B ACE 9to5 - Nautilus - Ace ATLANTIC Atlantic BA11B BA11B 27" Mid-Profile Nylon Base - Black C6S C6S Large Diameter Hard Floor and Carpet Casters ~ No Cal TB 133 (standard upholstery)	\$383.18	\$3,448.62
91	2	350-RA1	Rest nesting chair, arms. GR-B Grade B textile. GR B Input a custom graded in grade B textile. TOR MOMENTUM, GRID, SUNBEAM 16SCG Grey hard floor and soft/carpeted floor casters. ~ Standard casters. 02RE silver mesh - 02RE B Standard black frame. FA Ships fully assembled (standard). Tagging: 350-RA1	\$353.74	\$707.48
92	1	Z3072DK	30"d x 72"w x 29.5"h, Freestanding Desk, Laminate End Panels, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~ Laminate 12" Modesty (STD) ~POS1 Grommet/Electrical Cut-Out Options - Left Position AG1 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (A ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L Tagging: 30x72	\$481.55	\$481.55
93	1	Z2048BSRL	20"d x 48"w x 29.5"h, Full to the Floor Return, B/F/F on Left, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (A3 F-1" Top, Standard Edge ~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~HAN Handle Option (Required) HV P-Square Edge Handle - Silver SIL SIL K-STD C-Key Random (STD) ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L	\$524.18	\$524.18
94	1	PEWM4	Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx48"Wx2"H, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering)	\$58.73	\$58.73
95	8	SL6030TOP	30"d x 60"w x 1"h, Rectangular Top Only, OTG LAMINATE SUPERIOR ~OTGL Superior Laminate Finishes WHI 1-White	\$85.00	\$680.00
96	8	OTGFTBASE60	OTG Flip Top Base Only, 60", Used with SL6024TOP or SL6030TOP (Black or	\$200.60	\$1,604.80

			Tungsten) OTG LAMINATE SUPERIOR ~OTG Base Finish TUN 1-Tungsten		
97	1	NEL42120	Landing Team Table (Complete Table) on Levelers, 42"D x 120"W A Laminate w/ 3mm PVC Edge (Complete Table) B Bar Height (42"H) N No Pilot Holes for Footer Bar N No Cable Management 3 Formica Millennium Oak (5887-26) 3 Formica Millennium Oak (5887-26) Tagging: NEL42120	\$1,433.85	\$1,433.85
97	1	COMMENT	STREETS TEAM ROOM + MANAGER OFFICE ~.	\$0.00	\$0.00
98	6	3160-Y3-A36	Neo - Mesh Mid-Back, Full Synchro-Tilt Control, A36 Height Adj. Arm with Pivot & Swivel Pad PBK Black Frame M31 M31 Graphite Mesh GRADE-B Fabric Grade B ACE 9to5 - Nautilus - Ace ATLANTIC Atlantic BA11B BA11B 27" Mid-Profile Nylon Base - Black C6S C6S Large Diameter Hard Floor and Carpet Casters ~ No Cal TB 133 (standard upholstery)	\$383.18	\$2,299.08
99	2	350-RA1	Rest nesting chair, arms. GR-B Grade B textile. GR B Input a custom graded in grade B textile. TOR MOMENTUM, GRID, SUNBEAM 16SCG Grey hard floor and soft/carpeted floor casters. ~ Standard casters. 02RE silver mesh - 02RE B Standard black frame. FA Ships fully assembled (standard). Tagging: 350-RA1	\$353.74	\$707.48
100	1	Z3072DK	30"d x 72"w x 29.5"h, Freestanding Desk, Laminate End Panels, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~ Laminate 12" Modesty (STD) ~ Grommet/Electrical Not Required - Left Position ~ Grommet/Electrical Not Required - Center Position ~POS3 Grommet/Electrical Cut-Out Options - Right Position AG3 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (A ~ Grommet/Electrical Not Required - Custom Grommet L Tagging: 30x72	\$481.55	\$481.55
101	1	Z2048BSRR	20"d x 48"w x 29.5"h, Full to the Floor Return, B/F/F on Right, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (A3 F-1" Top, Standard Edge ~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~HAN Handle Option (Required) HV P-Square Edge Handle - Silver SIL SIL K-STD C-Key Random (STD) ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L	\$524.18	\$524.18
102	1	PEWM4	Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx48"Wx2"H, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering)	\$58.73	\$58.73

103	5	SL6030TOP	30"d x 60"w x 1"h, Rectangular Top Only, OTG LAMINATE SUPERIOR ~OTGL Superior Laminate Finishes WHI 1-White	\$85.00	\$425.00
104	5	OTGFTBASE60	OTG Flip Top Base Only, 60", Used with SL6024TOP or SL6030TOP (Black or Tungsten) OTG LAMINATE SUPERIOR ~OTG Base Finish TUN 1-Tungsten	\$200.60	\$1,003.00
105	1	NEL42120	Landing Team Table (Complete Table) on Levelers, 42"D x 120"W A Laminate w/ 3mm PVC Edge (Complete Table) B Bar Height (42"H) N No Pilot Holes for Footer Bar N No Cable Management 3 Formica Millennium Oak (5887-26) 3 Formica Millennium Oak (5887-26) Tagging: NEL42120	\$1,433.85	\$1,433.85
105	1	COMMENT	FLEET TEAM ROOM + MANAGER OFFICE ~.	\$0.00	\$0.00
106	5	3160-Y3-A36	Neo - Mesh Mid-Back, Full Synchro-Tilt Control, A36 Height Adj. Arm with Pivot & Swivel Pad PBK Black Frame M31 M31 Graphite Mesh GRADE-B Fabric Grade B ACE 9to5 - Nautilus - Ace ATLANTIC Atlantic BA11B BA11B 27" Mid-Profile Nylon Base - Black C6S C6S Large Diameter Hard Floor and Carpet Casters ~ No Cal TB 133 (standard upholstery)	\$383.18	\$1,915.90
107	2	350-RA1	Rest nesting chair, arms. GR-B Grade B textile. GR B Input a custom graded in grade B textile. TOR MOMENTUM, GRID, SUNBEAM 16SCG Grey hard floor and soft/carpeted floor casters. ~ Standard casters. 02RE silver mesh - 02RE B Standard black frame. FA Ships fully assembled (standard). Tagging: 350-RA1	\$353.74	\$707.48
108	1	Z3072DK	30"d x 72"w x 29.5"h, Freestanding Desk, Laminate End Panels, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~ Laminate 12" Modesty (STD) ~ Grommet/Electrical Not Required - Left Position ~ Grommet/Electrical Not Required - Center Position ~POS3 Grommet/Electrical Cut-Out Options - Right Position AG3 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (A ~ Grommet/Electrical Not Required - Custom Grommet L Tagging: 30x72	\$481.55	\$481.55
109	1	Z2048BSRR	20"d x 48"w x 29.5"h, Full to the Floor Return, B/F/F on Right, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (A3 F-1" Top, Standard Edge ~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~HAN Handle Option (Required) HV P-Square Edge Handle - Silver SIL SIL K-STD C-Key Random (STD) ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L	\$524.18	\$524.18
110	1	PEWM4	Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape.	\$58.73	\$58.73

			2"Dx48"Wx2"H, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering)		
111	4	SL6030TOP	30"d x 60"w x 1"h, Rectangular Top Only, OTG LAMINATE SUPERIOR ~OTGL Superior Laminate Finishes WHI 1-White	\$85.00	\$340.00
112	4	OTGFTBASE60	OTG Flip Top Base Only, 60", Used with SL6024TOP or SL6030TOP (Black or Tungsten) OTG LAMINATE SUPERIOR ~OTG Base Finish TUN 1-Tungsten	\$200.60	\$802.40
113	1	NEL42120	Landing Team Table (Complete Table) on Levelers, 42"D x 120"W A Laminate w/ 3mm PVC Edge (Complete Table) B Bar Height (42'H) N No Pilot Holes for Footer Bar N No Cable Management 3 Formica Millennium Oak (5887-26) 3 Formica Millennium Oak (5887-26) Tagging: NEL42120	\$1,433.85	\$1,433.85
113	1	COMMENT	SCADA ROOM ~.	\$0.00	\$0.00
114	5	3160-Y3-A36	Neo - Mesh Mid-Back, Full Synchro-Tilt Control, A36 Height Adj. Arm with Pivot & Swivel Pad PBK Black Frame M31 M31 Graphite Mesh GRADE-B Fabric Grade B ACE 9to5 - Nautilus - Ace ATLANTIC Atlantic BA11B BA11B 27" Mid-Profile Nylon Base - Black C6S C6S Large Diameter Hard Floor and Carpet Casters ~ No Cal TB 133 (standard upholstery)	\$383.18	\$1,915.90
115	5	SL4824TOP	24"d x 48"w x 1"h, Rectangular Top Only, OTG LAMINATE SUPERIOR ~OTGL Superior Laminate Finishes WHI 1-White	\$61.63	\$308.15
116	5	OTGFTBASE48	OTG Flip Top Base Only, 48". Used with SL4830TOP OR SL4824TOP, (Black or Tungsten) OTG LAMINATE SUPERIOR ~OTG Base Finish TUN 1-Tungsten	\$192.53	\$962.65
116	1	COMMENT	MANAGER CONF. ROOM ~.	\$0.00	\$0.00
117	8	3160-Y3-A36	Neo - Mesh Mid-Back, Full Synchro-Tilt Control, A36 Height Adj. Arm with Pivot & Swivel Pad PBK Black Frame M31 M31 Graphite Mesh GRADE-B Fabric Grade B ACE 9to5 - Nautilus - Ace ATLANTIC Atlantic BA11B BA11B 27" Mid-Profile Nylon Base - Black C6S C6S Large Diameter Hard Floor and Carpet Casters ~ No Cal TB 133 (standard upholstery)	\$383.18	\$3,065.44
118	1	CR42120	Rectangle Top 42"D x 120"W, 2-pieces A 3mm Edge D Two Pwr/Data Cut-outs, Between Outer Bases L Formica Formal Walnut (5782-NG) Tagging: CR42120	\$697.29	\$697.29
119	1	CYYBSL42120	Zori Y/T/Y-Leg w/ Footer Bar, levelers, for 42" x 120" top S Silver N Standard Foot R Routing hole in one column center of table) Tagging: CYYBSL42120	\$764.28	\$764.28
120	2	PDE422	Ellora Double, 4 pwr/2 data openings/2 USB A+C, cutout 9.81" x 8.0"	\$616.11	\$1,232.22

			1 Daisy-Chain, Circuit 1 AR Clear Aluminum w/ Black Interior Tagging: PDE422		
121	1	PDEJUMPXX	Jumper for connecting 2 Ellora, or Alexander Units, pkg of 1 (Length determined by Enwork) ~.	\$58.41	\$58.41
122	1	A1BP72	Base Power-In, RA Plug Circuit 1 (only),20 Amp plug, 72" - (for Wall Applications or Flush Floor Core)	\$98.01	\$98.01
123	4	PDGR	Universal Cable Gripper, 5 openings ~.	\$11.88	\$47.52
123	1	COMMENT	BREAK ROOM ~.	\$0.00	\$0.00
124	13	CR3636	Rectangle Top 36"D x 36"W, 1-piece A Standard Laminate - 3mm Edge W Formica Brite White (459-58) N No Cable Management Tagging: CR3636	\$151.47	\$1,969.11
125	13	LDFB	Disc Base (23" diameter) for 36"- 42" round or 30"- 36"square top, levelers R Black Tagging: LDFB	\$440.55	\$5,727.15
126	3	NEL36132	Landing Team Table (Complete Table) on Levelers, 36"D x 132"W A Laminate w/ 3mm PVC Edge (Complete Table) B Bar Height (42"H) N No Pilot Holes for Footer Bar N No Cable Management 3 Formica Millennium Oak (5887-26) 3 Formica Millennium Oak (5887-26) Tagging: NEL36132	\$1,320.99	\$3,962.97
127	4	110141	Sofy, 33x30x42, Lounge Highback Chair, Multiple Textiles WDL 4 Leg Wood ~VEN Veneer MNW Root TN4 Tan 4 Grade 4 Material MALT Maharam Lariat 3128220 Saddle 042 4 Grade 4 Material MALT Maharam Lariat 3128220 Saddle 042	\$1,350.80	\$5,403.20
128	2	TP-18X18	Throw Pillow 18 x 18 6 Grade 6 Material MOFM Momentum Faux Mo 3078310 Limon Tagging: TP-18X18	\$155.20	\$310.40
129	2	TP-22X11	Throw Pillow 22 x 11 4 Grade 4 Material MALT Maharam Lariat 3060738 Cornflower 033 Tagging: TP-22X11	\$116.40	\$232.80
130	4	TP-22X11	Throw Pillow 22 x 11 6 Grade 6 Material MOFM Momentum Faux Mo 3071915 Shadow Tagging: TP-22X11	\$145.60	\$582.40
131	2	83-1148RT20	Rowen Tables, Rectangle 11"W x 48"D x 20"H ~PNT Painted Top FDL Fiddle MOSS Moss Tagging: 83-1148RT20	\$778.40	\$1,556.80
132	2	83-16RD16H	Rowen Tables, Round 16"W x16"D x 16"H ~PNT Painted Top	\$688.80	\$1,377.60

			CIDR Cider (CIDR) - Studio Paint ION Ion (Super Matte) Tagging: 83-16RD16H		
133	2	83-36SQ16H	Rowen Tables, Square 36"W x 36"D x 16"H ~VEN Veneer Top SMOAK Super Matte Oak MOSS Moss Tagging: 83-36SQ16H	\$1,844.00	\$3,688.00
134	1	83-36SQ9H	Rowen Tables, Square 36"W x 36"D x 9"H ~PNT Painted Top MDNT Midnight (MDNT) - Studio Paint ION Ion (Super Matte) Tagging: 83-36SQ9H	\$826.80	\$826.80
135	4	206041	Raya Lounge Chair ~VEN Veneer SMASH Ash Super Matte Clear 4 Grade 4 Material MALT Maharam Lariat 3068697 Cucumber 036 4 Grade 4 Material MALT Maharam Lariat 3128297 Purslane 047 Tagging: 206041	\$1,642.00	\$6,568.00
136	2	83043G	Rowen Conversation Sofa w/Arms - Single Textile BBC1 Back Cushion Only RFBT Fabric Buttons LNGH Lounge Height Leg - 17.5" WDL Wood OSL Oslo (OSL) X9 None 5 Grade 5 Material MHOB Momentum Hobnob 3101311 Forest Tagging: 83043G	\$2,956.40	\$5,912.80
137	24	282-STL30	Jump Poly Shell Chair, Mini Stool 30" Seat Height 2801 Black B0 Black Base Tagging: 282-STL30	\$464.75	\$11,154.00
138	26	960-SL-NA	Celebrate Sled Frame 9610 Grey Beige BLK Black Matte FG Felt Glide ~ No selection ~ No selection Tagging: 960-SL-NA	\$277.75	\$7,221.50
138	1	COMMENT	UPPER LOUNGE/ KITCHEN ~.	\$0.00	\$0.00
139	1	83-36SQ9H	Rowen Tables, Square 36"W x 36"D x 9"H ~PNT Painted Top MDNT Midnight (MDNT) - Studio Paint MSL Luster Grey Tagging: 83-36SQ9H	\$826.80	\$826.80
140	1	FV435.WMHN1066H	@Floating Shelf, Laminate, wall mount, high- pressure lam top/thermoplastic edge, sh without light, 10" d, 66" w, horiz grain LBJ @graphite twill LBJ @graphite twill WN @warm grey neutral Tagging: LFS66	\$708.84	\$708.84
141	1	WF-T19RD22H	Wyre Trapezoid Frame 19x19x22 Round End Table S Solid Surface X9 No Selection of Option	\$630.80	\$630.80

			~LIGHT Light Tone Solid Surfaces CWS Cameo White BKO Onyx Tagging: WF-T19RD22H		
142	1	95043	Cosima 89x31x31 Sofa ~VEN Veneer Finish MNW Root (MNW) 4 Grade 4 Material MALT Maharam Lariat 3128220 Saddle 042 Tagging: 95043	\$3,100.40	\$3,100.40
143	2	292-FH-AR-4G	Martini Lounge. Four Star Fixed Height Swivel w/Auto Return Low Back UPH-292 Upholstery Options SF SF - Single Fabric GRADE C GRADE C - FAB: Fabric Grade C MHM MHM - Maharam MELD MELD - Meld 014 014 - Crater 2137-1 Plastic Glides Option STD STD - No Selection PPC-B5 Premium Powder Coats (\$200 (USA) or \$260 (CAD) NET B5 B5 - Soft Chrome Base Tagging: 292-FH-AR-4G-B5	\$1,333.75	\$2,667.50
144	1	NEL24120	Landing Team Table (Complete Table) on Levelers, 24"D x 120"W (2-piece) A Laminate w/ 3mm PVC Edge B Bar Height (42"H) N No Pilot Holes for Footer Bar N No Cable Management 3 Formica Millennium Oak (5887-26) 3 Formica Millennium Oak (5887-26)	\$738.87	\$738.87
145	4	282-STL30	Jump Poly Shell Chair, Mini Stool 30" Seat Height 2801 Black B0 Black Base Tagging: 282-STL30	\$464.75	\$1,859.00
145	1	COMMENT	ENGINEER OFFICES + 'THINK TANK' * Guest chairs only at Village Engineer	\$0.00	\$0.00
146	1	95043	Cosima 89x31x31 Sofa ~VEN Veneer Finish MNW Root (MNW) 3 Grade 3 Material MOFELTRO Momentum Feltro 3127491 Shadow Tagging: 95043	\$3,020.40	\$3,020.40
147	2	292-WDL-B0	Martini Lounge. Wood Leg Frame Low Back UPH-292 Upholstery Options SF SF - Single Fabric GRADE C GRADE C - FAB: Fabric Grade C MHM MHM - Maharam MELD MELD - Meld 040 040 - Creek MART-WOOD Wood Finish Selection WNT WNT - Walnut 2137 Felt Glides Option STD STD - No Selection Tagging: 292-WDL-B0	\$1,300.75	\$2,601.50
148	1	555-LM	LT Table, Laminate Top 18" W x 12" D BLK Black Matte WHT Linen matte D427-60 STD No Selection Tagging: 555-LM	\$401.50	\$401.50
149	5	3160-Y3-A36	Neo - Mesh Mid-Back, Full Synchro-Tilt Control, A36 Height Adj. Arm with Pivot & Swivel Pad PBK Black Frame M31 M31 Graphite Mesh	\$383.18	\$1,915.90

			GRADE-B Fabric Grade B ACE 9to5 - Nautilus - Ace ATLANTIC Atlantic BA11B BA11B 27" Mid-Profile Nylon Base - Black C6S C6S Large Diameter Hard Floor and Carpet Casters ~ No Cal TB 133 (standard upholstery)		
150	5	Z3072DK	30"d x 72"w x 29.5"h, Freestanding Desk, Laminate End Panels, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE A3 F-1" Top, Standard Edge ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~ Laminate 12" Modesty (STD) ~ Grommet/Electrical Not Required - Left Position ~ Grommet/Electrical Not Required - Center Position ~POS3 Grommet/Electrical Cut-Out Options - Right Positio AG3 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (A ~ Grommet/Electrical Not Required - Custom Grommet L Tagging: 30x72	\$481.55	\$2,407.75
151	5	Z2048BSRR	20"d x 48"w x 29.5"h, Full to the Floor Return, B/F/F on Right, 12"h Modesty Panel, ZIRA ~ (STD) Thermally Fused Laminate, High Performance (A3 F-1" Top, Standard Edge ~ZTOP Zira Top Finish WHE 1-Walnut Heights WHE ~ZBASE Zira Chassis Finish WHE 2-Walnut Heights WHE ~HAN Handle Option (Required) HV P-Square Edge Handle - Silver SIL SIL ... Skipped Option ~ Grommet/Electrical Not Required - Center Position ~ Grommet/Electrical Not Required - Right Position ~ Grommet/Electrical Not Required - Custom Grommet L	\$524.18	\$2,620.90
152	5	PEWM4	Power/Data-Wire manager. Tray flexes to hold elect/data wires. Attaches w/2 sided tape. 2"Dx48"Wx2"H, PRODUCTIVITY SOLUTIONS ~STD Non-GSA (Commercial Furniture Offering)	\$58.73	\$293.65
152	1	COMMENT	ENGINEER OPEN OFFICE ~.	\$0.00	\$0.00
153	3	3160-Y3-A36	Neo - Mesh Mid-Back, Full Synchro-Tilt Control, A36 Height Adj. Arm with Pivot & Swivel Pad PBK Black Frame M31 M31 Graphite Mesh GRADE-B Fabric Grade B ACE 9to5 - Nautilus - Ace ATLANTIC Atlantic BA11B BA11B 27" Mid-Profile Nylon Base - Black C6S C6S Large Diameter Hard Floor and Carpet Casters ~ No Cal TB 133 (standard upholstery)	\$383.18	\$1,149.54
154	2	BHBF01	4"d x 3"w x 0.1"h, Flat Bracket, Used to ensure alignment of neighboring worksurfaces, BRIDGES II ~STD Non-GSA (Commercial Furniture Offering) Tagging: FB	\$9.57	\$19.14
155	3	BRED50	5.5"w x 3.2"d x 1.8"h, DUO, Power Adapter, Tungsten Top Surface w/ White Base, Includes Two Outlets and USB Port, Sits Above the Surface, Std w/ 3-Pr ~STD Non-GSA (Commercial Furniture Offering) Tagging: PB	\$167.91	\$503.73
156	3	BRTCM55	5"d x 58"w x 3"h, Wire Manager, Black Plastic, BRIDGES II ~STD Non-GSA (Commercial Furniture Offering) Tagging: WM	\$31.32	\$93.96

157	3	BRTSB72C	67"w x 2"h, Universal Beam, Use for End of Run, Interconnecting, Single and Back to Back Table Applications, Includes Adjustable Clamps, BRIDGES II ~BR2M Bridges II Metal Paint Options TUN 1-Tungsten (Metallic) TUN ~STD Non-GSA (Commercial Furniture Offering) Tagging: 72	\$131.37	\$394.11
158	4	BRTSLL30L	30"d x 2.5"w x 28"h, Single "O" Leg w/ Levelers, 2 Legs w/ a Beam create a Single Table, 1 Leg can be shared at seam - BRIDGES II ~BR2T Bridges II Metal Paint Leg Options TUN 1-Tungsten (Metallic) TUN ~STD Non-GSA (Commercial Furniture Offering) Tagging: LG	\$207.93	\$831.72
159	2	BRTAFPPD30M	30.24"w x 16.85"h x 6.5"d, Felt Perpendicular Side to Side Off Module Divider, Secures off Module to Front and Back Edges of Tables, Cannot be Instal ~BR2T Bridges II PET Felt Finish HVT 1-Harvest, Felt Finish HVT TUN 1-Tungsten (Metallic) TUN TUN M-Tungsten TUN ~STD Non-GSA (Commercial Furniture Offering) Tagging: FPD	\$125.72	\$251.44
160	3	BRTWS3072	30"d x 72"w x 1"h, Rectangular Worksurface, BRIDGES II ~ (STD) Thermally Fused Laminate, High Performance (~BR2L Bridges II Laminate Top Finish WHE 1-Walnut Heights WHE ~BR2E Bridges II Laminate Edge Finish WLE M-Walnut Heights WHE ~STD Non-GSA (Commercial Furniture Offering) Tagging: 30x72	\$197.93	\$593.79
161	2	BRTTES30	15.5"d x 30"w x 15"h, Table Mounted End Shelf, Secures to the End of a Single or Back to Back Table, Internal Height 13.25"h, Hardware Included, BRID ~ (STD) Thermally Fused Laminate, High Performance (~BR2T Bridges II Laminate Top Finish WHE 1-Walnut Heights WHE ~BR2E Bridges II Laminate Edge Finish WLE M-Walnut Heights WHE ~BR2C Bridges II Laminate Base Finish WHE 2-Walnut Heights WHE WLE M-Walnut Heights WLE ~STD Non-GSA (Commercial Furniture Offering) Tagging: SH	\$343.65	\$687.30
161	1	COMMENT	TRAINING ROOM/EOC ~.	\$0.00	\$0.00
162	56	350-RA1	Rest nesting chair, arms. GR-B Grade B textile. GR B Input a custom graded in grade B textile. TOR MOMENTUM, GRID, SUNBEAM 16SCG Grey hard floor and soft/carpeted floor casters. ~ Standard casters. 02RE silver mesh - 02RE B Standard black frame. FA Ships fully assembled (standard). Tagging: 350-RA1	\$353.74	\$19,809.44
163	34	GBT2	Ganging Brackets for tables with 3mm edge, PKG 2, black ~.	\$22.77	\$774.18
164	28	PDECUS	Ellora B, 2 Power/1 Data opening/1 USB A+C, Extra Plug on bottom 5" x 8" cutout	\$282.81	\$7,918.68

			N 10' Power Cord S Silver Paint/Black Receptacles Tagging: PDECUS		
165	56	PDGR	Universal Cable Gripper, 5 openings ~.	\$11.88	\$665.28
166	28	CYRS2472A	Zori 24"D Straight T-Leg Flip Table 72"W Top w/ 3mm Edge U Power/Data Cutout (one, center rear) S Silver 3 Formica Millennium Oak (5887-26) B Black N Standard Foot Y Routing hole in one leg Tagging: CYRS2472A	\$699.93	\$19,598.04
166	1	COMMENT	UPPER FLOOR CONFERENCE ROOM ~.	\$0.00	\$0.00
167	8	245	@NCE 245 - Black Upholstered Back and Seat, Swivel Tilt, Polished Aluminum Arms ~.	\$439.32	\$3,514.56
			Tagging: 245		
168	1	TSQ72	Squirele Table Top 72" A Standard Laminate - 3mm Edge L Formica Formal Walnut (5782-NG) K Power/Data Cut-out, centered Tagging: TSQ72	\$539.88	\$539.88
169	1	LLDR36B	Laminate Drum Base w/ Access Door 36" DIA, lam., w/50lb ballast bag, for use with 72-78" diameter top F Formica Black (909-58) Tagging: LLDR20B	\$1,410.09	\$1,410.09
170	1	PDOAUU15	Oasis,6 power/1 telecom plate cutout/2 charging USB, 9"x15', cutout 8.25" x 14.25" C 9' Power Cords (20) R Black Tagging: PDOAUU15	\$1,254.66	\$1,254.66
171	1	UCSADL1884	Odyssey Universal Laminate Credenza, 4 Door, 18.5"D x 84"W B 31"H Standard L Ligouri S Silver F Formica Black (909-58) L Formica Formal Walnut (5782-NG) Tagging: UCSADL1884	\$3,072.63	\$3,072.63
171	1	COMMENT	QUIET ROOM ~.	\$0.00	\$0.00
172	1	82T2015	Heya, 20x19x27 Pull Up Table ~HPL HPL NWP Root MNW Root BWT Bone White Tagging: 82T2015	\$510.40	\$510.40
173	1	WF-T19RD22H	Wyre Trapezoid Frame 19x19x22 Round End Table S Solid Surface X9 No Selection of Option ~LIGHT Light Tone Solid Surfaces CWS Cameo White H1P Oiled Bronze Tagging: WF-T19RD22H	\$630.80	\$630.80
174	1	1677-OA	Modern Amenity 26.5x33.25x44 Open Arm 3- Position Recliner A8S European Beech ~WOOD Wood (std) Arm Cap	\$1,657.60	\$1,657.60

			MNW Root (MNW) MNW Root (MNW) X9 No Selection of Option X9 No Selection of Option 4 Grade 4 Material MALT Maharam Lariat 3064547 Zinc 024 X9 No Selection of Option Tagging: 1677-OA		
175	1	2202-LA	Lore Two Seat Sofa Low Arm 29994 Fabric Selection GRADE C GRADE C - FAB: Fabric Grade C MHM MHM - Maharam MELD MELD - Meld 004 004 - Knight 2526 Leg Style Option RO RO - Round 3411 Leg Finish Option BLK BLK - Black Matte 2137 Felt Glides Option STD STD - No Selection REVEAL-CAL2 CAL 133 Option Selection - Two Seat STD STD - No Selection Tagging: 2202-LA	\$2,194.50	\$2,194.50
175	1	COMMENT	BUNK ROOMS (x2) ~.	\$0.00	\$0.00
176	2	310OA-1	Modern Amenity 27x33x34 Low Back Open Arm Lounge Chair A8S European Beech ~WOOD Wood (std) Arm Cap MNW Root (MNW) MNW Root (MNW) 3 Grade 3 Material MAMLD Maharam Meld 3078169 Knight 004 X9 No Selection of Option	\$1,133.20	\$2,266.40
177	2	WF-T19RD22H	Wyre Trapezoid Frame 19x19x22 Round End Table S Solid Surface X9 No Selection of Option ~LIGHT Light Tone Solid Surfaces CWS Cameo White H1P Oiled Bronze Tagging: WF-T19RD22H	\$630.80	\$1,261.60
178	2	BED FRAME	Twin Bed Frame + Footboard Indoor Frame (No Headboard) * Stain to match Wilsonart Walnut Heights * Line drawings to be signed off on prior to product * Changes to line drawings, may impact pricing.	\$931.71	\$1,863.42
179	2	KAITLYN	Kaitlyn Nightstand * Stain to match Wilsonart Walnut Heights * W 18.6" X 15.8" X 23.7"	\$558.79	\$1,117.58
179	1	COMMENT	Freight + Labor ~.	\$0.00	\$0.00
180	1	Freight-2	Freight - Source ~.	\$1,391.00	\$1,391.00
181	1	Freight-2	Freight - Style Nations ~.	\$767.00	\$767.00
182	1	TSQ# 99416	Labor to receive, deliver and install all product during normal business hours, Monday - Friday. ~.	\$35,000.00	\$35,000.00

Terms and Conditions of Sale Per <http://Custom.InteriorInvestments.com/TermsAndConditions/>

PLEASE REMIT TO:
 Interior Investments, LLC.
 Lockbox Number 778208
 8208 Solutions Center
 Chicago, IL 60677-8002

DEPOSIT REQUIRED: \$0.00**SUBTOTAL:**\$269,360.18**FREIGHT:** \$2,158.00**INSTALL:** \$35,000.00**ACCEPTED BY:** _____**DATE ACCEPTED:** _____**TOTAL:**\$306,518.18****FINANCING OPTIONS AVAILABLE:******Rate Term**

36 Months

48 Months

60 Months

Payment

\$9,744.21

\$7,592.46

\$6,302.01

- Monthly payment financing amounts above are illustrated with a \$1.00 end of term Purchase Option
- These monthly payment financing amounts exclude applicable sales taxes.
- Monthly payment rate information does not constitute an offer or extension of credit. All transactions are subject to credit approval and such other terms and conditions as may be required by our financing partner LEAF Commercial Capital, Inc.

For more information contact your Interior Investments Account Representative or Leaf Commercial Capital.