



VILLAGE OF SCHAUMBURG

AGENDA

Planning, Building, and Development Committee
Thursday, March 21, 2024
7:00 PM - Conference Room B

CALL TO ORDER

APPROVAL OF MINUTES

1. February 15, 2024

NEW BUSINESS

1. Recommendation to Amend Title 11, Chapter 129C.07, Regarding Tax on Hotel Stays of 30 Days and Longer
2. Recommendation to Approve an Annual Amusement License for Gamers World at G138B Woodfield Mall
3. Recommendation to Approve an Annual Amusement License for The Radio Flyer Store at N120 Woodfield Mall
4. Recommendation to Approve an Annual Amusement License for Sixty to Escape at D215 Woodfield Mall
5. Recommendation to Approve a Contract Extension with J. Davito Design, Inc. for Community Development Department Code Enforcement and Planning Landscape Inspections for FY 25
6. Recommendation to Approve a Contract with Christopher Burke Engineering for Community Development Engineering
7. Recommendation to Approve a Contract Extension with TPI Building Code Consultants for Community Development Department Inspection and Plan Review Services

UNFINISHED BUSINESS

CONTINUING ITEMS

1. Recommendation to Approve Ordinance Amendments Relating to Exterior Storage for Auto Repair Businesses
2. Administrative Amendment and Exception Update for February 2024 - Informational

DEFERRALS

COMMENTS FROM THE PUBLIC

ADJOURNMENT

NEXT VILLAGE BOARD MEETING

April 9, 2024

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Manager's Office at 847.923.4705, preferably no later than five days before the meeting.



February 15, 2024

3/21/2024

Planning, Building, and Development Committee

Presenter:

Lead Department: Community Development

Executive Summary:

Recommended Action:

ATTACHMENTS:

Description	Type
▫ February 15, 2024	Minutes

I have reviewed the Minutes and they correctly represent the action taken by the Committee.

**PLANNING, BUILDING & DEVELOPMENT COMMITTEE
VILLAGE OF SCHAUMBURG
MUNICIPAL CENTER – CONFERENCE ROOM B
THURSDAY, FEBRUARY 15, 2024**

Members Present: Jack Sullivan, Chairman
George Dunham, Trustee
Esha Patel, Trustee

Others Present: Paula Hewson, Assistant Village Manager
Julie Fitzgerald, Director, Community Development Department
Ryan Franklin, Assistant Director, Community Development
Debbie Parran, Code Enforcement Supervisor
Parth Joshi, Community Planner
Rick Paisley, Street Pole Banners
Sara Azzaline, Dave & Busters
Rintu Philip
Ryan Ratliff

The Chairman called the meeting to order at 7:30 p.m.

APPROVAL OF MINUTES:

A motion was made by Trustee George Dunham and seconded by Trustee Esha Patel to approve the minutes of the January 18, 2024, meeting of the Planning, Building & Development Committee.

All Ayes.

MOTION CARRIED

CONSENT AGENDA:

NEW BUSINESS:

1. Recommendation to Approve an Annual Amusement License for Dave & Busters located at 601 N. Martingale Road

Ms. Parran said Dave & Busters has applied for an annual amusement license and explained they are an amusement and game facility. Their application has been reviewed by staff and they are in compliance with zoning and occupancy approval for the establishment as well as the amusement license criteria.

A motion was made by Trustee George Dunham and seconded by Trustee Esha Patel to recommend the Village Board approve an Annual Amusement License for Dave & busters located at 601 N. Martingale Road for 2024.

All Ayes.

MOTION CARRIED

2. Recommendation to Approve New Street Banners for Encore Village of Schaumburg (formerly Friendship Village)

Ms. Fitzgerald said there has been an ownership change at the property formerly known as Friendship Village. In 2007, Friendship Village received approval to install four banners along their Schaumburg Road frontage (public right-of-way). The village has an adopted policy regarding privately funded banners placed along public roadways within the village. The policy is included in this meeting's packet for reference. The proposal by Encore Village meets all of the criteria. They have a very large frontage and the proposed banners are standard sized. There is no inappropriate advertising and all costs will be paid for by Encore Village.

Staff is recommending approval of the banners. The policy is clear that it comes to this committee for consideration prior to Village Board. Trustee Dunham said he does not agree with the name change and added that Friendship Village is a very respected name in Schaumburg and he would have liked to see it carried forward, but he understands why it is being done.

A motion was made by Trustee George Dunham and seconded by Trustee Esha Patel to recommend the Village Board approve Encore Village to install privately funded banners consistent with Policy 5.36.

All Ayes.

MOTION CARRIED

3. Recommendation to Amend Municipal Code to allow Community, Cultural and Recreational Centers as Special Uses in B-3 – Planned Office Business Districts (National India Hub)

Mr. Joshi said there is a not-for-profit organization who is proposing to occupy one of the vacant office buildings in the village which is currently zoned B-3. Staff has had discussions with them on the proposed business plan and operation. The existing code does allow certain community recreational creative uses already as a Special Use in the B-3 zoning district however, a cultural center is not currently cited in the code. Staff is proposing to amend the code to add the word 'Cultural' and allow that as a Special Use in the office zoning district. This is being done to provide more flexibility for the office property owners in the village.

Trustee Dunham asked for confirmation that this was specifically the building on National Parkway and asked what the petitioner's name is. Mr. Joshi indicated it was National India Hub, Mr. Harish. Trustee Dunham indicated he met with Mr. Harish and is in agreement with what they hope to do there and believes it is a laudable concept. Ms. Fitzgerald indicated staff still needed to evaluate the specific proposal but this gives the flexibility to do so. As the code is right now, staff would have to say no because there is nothing set up to evaluate it. This will allow staff and the Zoning Board to evaluate these uses on a case-by-case basis. Staff expects to be back to this committee in the next year to look at other uses that may be appropriate in the traditional office parks. That will be part of a larger goal that the Economic Development Department is leading.

A motion was made by Trustee Esha Patel and seconded by Trustee George Dunham to recommend the Village Board approve an amendment to the Municipal Code pertaining to Community, Cultural, and Recreational Centers in the B-3 – Planned Office Business District and refer the amendment to the Zoning Board of Appeals for a public hearing.

All Ayes.

MOTION CARRIED

4. Presentation of OpenGov Software Demonstration - Informational

Ms. Fitzgerald said this is the new software that is being implemented for permitting. Ms. Tinberg is the Management Analyst for Community Development and both her and Mr. Franklin have been leading the implementation effort. The packets include some high level go-live dates. Staff just finished going live with all of the small residential permits, including decks, sheds and fences. Staff feels this is the most impactful for residents. We have had a relatively smooth go-live and our hope is that we will go-live with that piece prior to peak season in March and April. The evaluation of software was recommended through the operational study conducted in 2021. Staff went through a competitive process to choose OpenGov. There are some efficiencies from the staff side, but the biggest thing that attracted staff to OpenGov was the customer portal, which allows for applying and direct messaging on-line. There is much better communication with customers and more transparency in the process.

Ms. Tinberg gave the committee a detailed demonstration of the OpenGov portal and the permitting process within the software. One of the major benefits of this package is that homeowners will be notified of every step in the process to keep them informed. We have issued over 200 new residential permits using the new system. We have been live with express permits since September and live with new construction for about one month. There have only been minor glitches that were resolved thus far.

Trustee Dunham asked if any other community is currently using this system and Ms. Tinberg indicated Plainfield and LaGrange. Ms. Tinberg said Plainfield has been using the software for two years; LaGrange is relatively newer. Bolingbrook has also been using this software for a long time. Trustee Dunham mentioned it would be beneficial to inform people of the 'guest' option. Ms. Tinberg indicated staff has educated contractors and have recommended contractors do that for their clients. There were notifications sent out to our entire contractors list. Trustee Sullivan said this will streamline the process.

A motion was made by Trustee Esha Patel and seconded by Trustee George Dunham to accept as informational.

All Ayes.

MOTION CARRIED

UNFINISHED BUSINESS:

CONTINUING ITEMS:

1. Administrative Amendment and Exception Update for December 2023 and January 2024 - Informational

Mr. Franklin gave a brief overview of the amendments from December 2023 and January 2024. There were no questions.

A motion was made by Trustee George Dunham and seconded by Trustee Esha Patel to accept as informational.

All Ayes.

MOTION CARRIED

2. Status of Construction Activity for Holiday Inn Express - Informational

Mr. Franklin said Holiday Inn originally got their permit in 2021 and per the agreement they were to have construction completed within 20 months. Since that time, staff has recommended extensions to the originally agreed time period. Last month staff provided an update and since then staff has been to the property on inspections. The furniture has been assembled in all rooms, all carpet is down in common areas, and the website is up and running. The property owner is getting close to being able to open. We have not have final inspections scheduled as of today, but the property is very close. They are going to start taking reservations for March according to the owner.

A motion was made by Trustee Esha Patel and seconded by Trustee George Dunham to accept as informational.

All Ayes.

MOTION CARRIED

DEFERRALS:

COMMENTS FROM THE PUBLIC:

COMMENTS FOR THE GOOD OF THE ORDER:

ADJOURNMENT:

A motion was made by Trustee George Dunham and seconded by Trustee Esha Patel to adjourn the meeting at 7:41 p.m.

All Ayes.

MOTION CARRIED

NEXT VILLAGE BOARD MEETING: February 27, 2024

Respectfully submitted,

Vicki Bloomer
Recording Secretary



Recommendation to Amend Title 11, Chapter 129C.07, Regarding Tax on Hotel Stays of 30 Days and Longer

3/21/2024

Planning, Building, and Development Committee

Presenter: Brian Townsend, Village Manager

Lead Department: Police

Executive Summary:

At a special meeting on 11/28/23, the Village Board approved an ordinance to establish a tax on long-term stays at hotels for the purpose of protecting the economic viability of the hospitality industry and ensuring local revenue generation for the village. The ordinance includes a \$1,000/month tax for stays of 30 days or more.

The Village Code includes exceptions to allow a hotel to provide housing/shelter beyond the 29-day requirement. These exceptions are as follows:

1. Where there is a written contract or documented agreement between a hotel, motel, or extended-stay hotel and a business, corporation, firm or governmental agency to house employees or individuals on valid work orders;
2. Where there is documentation that a hotel guest is considered family or is providing care for a patient who is admitted at local hospital;
3. When an insurance company or federal, state or local agency has provided documentation that a hotel guest has been displaced from their home by a natural disaster or fire;
4. Where there is a written contract or documented agreement between a hotel, motel, or extended-stay hotel and an organization to provide emergency or transitional housing/shelter.

The ordinance has an allowance for up to 10% of the total occupancy of the hotel for these exceptions.

In talking with hotel owners and operators, village staff has learned that the occupancy of some hotels could be as much as 90% contract business (under exception #1 above). Staff also learned that some hotels could have up to 15% of their stays fall into exceptions #2 thru #4 (above). In order to address this, and not impose the new tax on these corporate travelers, an amended ordinance has been drafted that will exempt all contractual arrangements for employees that are being housed in Schaumburg hotels for valid work/employment purposes and increase the allowable stays without the tax imposed under exceptions #2 thru #4 from 10% to 15%.

This will allow hotels to continue to enter into contracts with businesses and not put Schaumburg hotels at a competitive disadvantage with neighboring communities.

Recommended Action:

The Village Manager recommends that the Planning, Building, and Development Committee recommend that the Village Board approve an ordinance amending the Village Code regarding Hotel Stays of 30 days and longer.

ATTACHMENTS:

	Description	Type
▫	Original Ordinance Establishing a Tax on Hotel Stays More Than 30 days	Exhibit
▫	Ordinance Establishing a Tax on Hotel Stays More Than 30 days	Ordinance

PUBLICATION OF:

ORDINANCE NO. 23-099

**AN ORDINANCE AMENDING MUNICIPAL CODE / TITLE 3,
CHAPTER 36 (TAXES) AND TITLE 11, CHAPTER 129C.07 (HOTEL
ESTABLISHMENTS; MAXIMUM STAY LENGTH) PERTAINING TO HOTEL
AND MOTEL TAX ON EXTENDED STAYS**

ADOPTED: NOVEMBER 28, 2023

**PUBLISHED IN PAMPHLET FORM PURSUANT TO AUTHORIZATION AND
DIRECTION OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE
OF SCHAUMBURG ON NOVEMBER 29, 2023**

ORDINANCE NO. 23-099

**AN ORDINANCE AMENDING MUNICIPAL CODE / TITLE 3,
CHAPTER 36 (TAXES) AND TITLE 11, CHAPTER 129C.07 (HOTEL
ESTABLISHMENTS; MAXIMUM STAY LENGTH) PERTAINING TO HOTEL
AND MOTEL TAX ON EXTENDED STAYS**

WHEREAS, the Village of Schaumburg, as a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, Section 5/8-11-6a of the Illinois Code permits Home Rule Units to impose “a tax, however measured, based upon the use of a hotel or motel room or similar facility” 65 ILCS 5/8-11-6(a); and

WHEREAS, Title 3, Chapter 36.050 of the Village Code imposes a tax on all persons engaged in the business of renting, leasing, or letting rooms in a hotel or motel in Village or making, booking, facilitating, or servicing the leasing or renting of rooms in a hotel or motel in the Village; and

WHEREAS, Title 11, Section 129C.07 of the Village Code limits occupancy in a hotel, motel, or extended-stay hotel in the Village to no more than twenty-eight (28) consecutive days, except in certain circumstances; and

WHEREAS, the President and Board of Trustees of the Village of Schaumburg find that those occupying a hotel or motel in the Village for thirty (30) days or longer are more likely to require Village services than those staying less than the twenty-eight (28) day maximum stay length; and

WHEREAS, pursuant to the authority granted under Section 5/8-11-6a of the Illinois Municipal Code (65 ILCS 5/8-11-6a) and Article VII, Section of the Illinois Constitution of 1970, the President and Board of Trustees of the Village of Schaumburg approve the Proposed Code Amendments to the Village Code set forth below, and find that amending the Village Code to adopt such Proposed Code Amendments is in the best interest of the Village; and

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: The recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION TWO: Title 3, Chapter 36, Section 36.050 of the Schaumburg Village Code is hereby amended to read in its entirety as follows:

ORDINANCE NO. 23-099

**AN ORDINANCE AMENDING MUNICIPAL CODE / TITLE 3,
CHAPTER 36 (TAXES) AND TITLE 11, CHAPTER 129C.07 (HOTEL
ESTABLISHMENTS; MAXIMUM STAY LENGTH) PERTAINING TO HOTEL
AND MOTEL TAX ON EXTENDED STAYS**

“§ 36.050 - TAX IMPOSED.

- (A) A tax is hereby levied and imposed upon all persons engaged in the business of renting, leasing, or letting rooms in a hotel or motel in the village or making, booking, facilitating or servicing the leasing or renting of rooms in a hotel or motel in the village at a rate of eight percent (8%) of the gross rental receipts from such rental, leasing or letting. The ultimate incidence of and liability for payment of said tax shall be borne by the user, lessee or tenant of said rooms. The tax herein levied shall be in addition to any and all other taxes.

- (B) When the rental period exceeds a period of thirty (30) or more consecutive days, a tax is hereby levied and imposed upon all persons engaged in the business of renting, leasing, or letting rooms in a hotel or motel in the village or making, booking, facilitating or servicing the leasing or renting of rooms in a hotel or motel in the village at the rate of one thousand dollars (\$1,000) for each thirty (30) day period and any prorated fraction thereof.”

SECTION THREE: Title 11, Chapter 129C, Section 129C.07 of the Schaumburg Village Code is hereby amended to read in its entirety as follows:

“§ 129C.07 - MAXIMUM STAY LENGTH.

- (A) No hotel, motel, extended-stay hotel located within the village shall allow any person to occupy such facility for more than twenty-nine (29) consecutive days unless otherwise permitted in this section. No guest residing for more than twenty-nine (29) consecutive days shall begin a new rental agreement with the hotel, motel, or extended stay hotel without at least a two-day vacancy between stays.

- (B) No hotel, motel, or extended-stay hotel located within the village shall allow any person to occupy such hotel, motel, or extended-stay hotel as his or her permanent residence, and/or to utilize the hotel, motel, or extended-stay hotel address as his or her mailing address.

- (C) Notwithstanding subsections (A) and (B) of section 129C.08, a stay in excess of twenty-nine (29) consecutive days, or utilizing the hotel, motel, or extended-stay hotel as a mailing address by a guest may occur in the following situations:

ORDINANCE NO. 23-099

**AN ORDINANCE AMENDING MUNICIPAL CODE / TITLE 3,
CHAPTER 36 (TAXES) AND TITLE 11, CHAPTER 129C.07 (HOTEL
ESTABLISHMENTS; MAXIMUM STAY LENGTH) PERTAINING TO HOTEL
AND MOTEL TAX ON EXTENDED STAYS**

- (1) Where there is a written contract or documented agreement between a hotel, motel, or extended-stay hotel and a business, corporation, firm or governmental agency to house employees or individuals on valid work orders;
 - (2) Where there is documentation, consistent with HIPPA privacy rules, that a hotel guest is considered family or is providing care for a patient who is admitted at local hospital;
 - (3) When an insurance company or federal, state or local agency has provided documentation that a hotel guest has been displaced from their home by a natural disaster or fire;
 - (4) Where there is a written contract or documented agreement between a hotel, motel, or extended-stay hotel and an organization to provide emergency or transitional housing/shelter.
- (D) All hotels, motels, and extended-stay hotels are required to comply with all applicable provisions of this Code, including but not limited to the taxes imposed in Section 36.050; however, the additional tax imposed for stays exceeding a period of thirty (30) or more consecutive days provided in Section 36.050(B) shall not apply to stays under the exceptions in Section 129C.07(C) in the event less than ten percent (10%) of the total hotel, motel or extended-stay hotel occupancy is being used subject to any such exception at any given time.
- (E) All hotels, motels, and extended-stay hotels constructed after the effective date of the ordinance codified in this chapter, must provide a minimum of one thousand (1,000) square feet in common areas for recreational use by guests. In computing the one thousand (1,000) square feet requirement, swimming pools, fitness or recreation centers, patios, terraces, and other recreational facilities in common areas may be used in determining the square footage required by this subsection. An extended-stay hotel is considered constructed only after a certificate of occupancy is issued.”

SECTION FOUR: To the extent necessary, all tables of contents, indexes, headings, section and subsection numbering/lettering, and internal references or cross-references to sections that need to be amended or deleted within the Schaumburg Village Code, as amended, as a consequence of the above Code Amendments, shall be amended by the Village’s codifier so as to be consistent with the terms of the Ordinance.

SECTION FIVE: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

ORDINANCE NO. 23-099

**AN ORDINANCE AMENDING MUNICIPAL CODE / TITLE 3,
CHAPTER 36 (TAXES) AND TITLE 11, CHAPTER 129C.07 (HOTEL
ESTABLISHMENTS; MAXIMUM STAY LENGTH) PERTAINING TO HOTEL
AND MOTEL TAX ON EXTENDED STAYS**


SECTION SIX: That this Ordinance shall be in full force and effect, after passage, approval and publication as required by law.

AYES: (6) Trustee Bieschke, Madej, Dunham, Sullivan, Clar, Patel

NAYS: (0) None

ABSENT: (0) None

ADOPTED this _____ 28th _____ day of _____ November, 2023.



Village President

ATTEST:



Village Clerk

PUBLICATION OF:

ORDINANCE NO.

**AMENDMENTS TO MUNICIPAL CODE / TITLE 11, CHAPTER 129C.07 (HOTEL
ESTABLISHMENTS; MAXIMUM STAY LENGTH) PERTAINING TO HOTEL
AND MOTEL TAX ON EXTENDED STAYS**

ADOPTED: JANUARY 24, 2023

**PUBLISHED IN PAMPHLET FORM PURSUANT TO AUTHORIZATION AND
DIRECTION OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE
OF SCHAUMBURG ON JANUARY 25, 2023**

ORDINANCE NO. 24-

/AMENDMENTS TO MUNICIPAL CODE / TITLE 11, CHAPTER 129C.07 (HOTEL ESTABLISHMENTS; MAXIMUM STAY LENGTH) PERTAINING TO HOTEL AND MOTEL TAX ON EXTENDED STAYS

WHEREAS, the Village of Schaumburg, as a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, Title 3, Chapter 36.050 of the Village Code imposes a tax on all persons engaged in the business of renting, leading, or letting rooms in a hotel or motel in Village or making, booking, facilitating, or servicing the leasing or renting of rooms in a hotel or motel in the Village; and

WHEREAS, Title 11, Section 129C.07 of the Village Code limits occupancy in a hotel, motel, or extended-stay hotel in the Village to no more than twenty-eight (28) consecutive days, except in certain circumstances; and

WHEREAS, the President and Board of Trustees of the Village of Schaumburg previously amended the Village Code to provide an additional tax on stays of thirty (30) or more consecutive days; and

WHEREAS, pursuant to the authority granted under Section 5/8-11-6a of the Illinois Municipal Code (65 ILCS 5/8-11-6a) and Article VII, Section of the Illinois Constitution of 1970, the President and Board of Trustees of the Village of Schaumburg desire to further amend the tax provisions on stays of thirty (30) or more consecutive days, and find that amending the Village Code to adopt such Proposed Code Amendments is in the best interest of the Village; and

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: The recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION TWO: Title 11, Chapter 129C, Section 129C.07(D) of the Schaumburg Village Code is hereby amended to read in its entirety as follows:

“(D)All hotels, motels, and extended-stay hotels are required to comply with all applicable provisions of this Code, including but not limited to the taxes imposed in Section 36.050; however, the additional tax imposed for stays exceeding a period of thirty (30) or more consecutive days provided in Section 36.050(B) shall not apply to any stays under the exception in Section 129C.07(C)(1), and shall not apply to stays under the exceptions in Sections 129C.07(C)(2), 129C.07(C)(3) and 129.07(C)(4) in the event less than fifteen percent (15%) of the total hotel, motel or extended-stay hotel occupancy is being used subject to those exceptions at any given time.”

ORDINANCE NO. 24-

/AMENDMENTS TO MUNICIPAL CODE / TITLE 11, CHAPTER 129C.07 (HOTEL ESTABLISHMENTS; MAXIMUM STAY LENGTH) PERTAINING TO HOTEL AND MOTEL TAX ON EXTENDED STAYS

SECTION THREE: The additional tax imposed for stays exceeding a period of thirty (30) or more consecutive days provided in Section 36.050(b) of the Village Code shall only apply to hotel, motel, and extended stay hotel stays commencing after the effective date of this Ordinance.

SECTION FOUR: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION FIVE: That this Ordinance shall be in full force and effect, after passage, approval and publication as required by law.

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED this _____ day of _____, 2024.

Tom Dailly, Village President

ATTEST:

Jane Lentino, Village Clerk



**Recommendation to Approve an Annual Amusement License for Gamers World at G138B Woodfield Mall
3/21/2024
Planning, Building, and Development Committee**

Presenter: Deborah Parran, Code Enforcement Supervisor
Lead Department: Community Development

Executive Summary:

Annual Amusement Licenses for new businesses shall be reviewed by an appropriate standing committee of the Schaumburg Village Board for recommendation of approval or denial to the Village Board.

Gamers World, a retail and amusement establishment located at G138B Woodfield Mall, applied for an Annual Amusement License. The location is owned by Gamers World, Inc. The request/application for an Annual Amusement License notes the following activities that require a fee to participate in:

- Trading Card/Board Games and Tournaments
- Monday-Saturday 10 AM-8 PM and Sunday 12 PM-6 PM

The establishment requires an amusement license since they charge a fee for the tournaments. An amusement surcharge is required to be collected.

Staff has reviewed the application and determined that the request complies with the zoning and occupancy approvals for this establishment, as well as the amusement license criteria.

Recommended Action:

The Village Manager recommends the Planning, Building, and Development Committee recommend the Village Board approve an Annual Amusement License for Gamers World located at G138B Woodfield Mall for 2024.

ATTACHMENTS:

Description	Type
▢ Application	Exhibit



Please provide the following information as requested. A Community Development Department representative will contact the applicant if supplemental information is required.

Establishment Name: GAMERS WORLD

Location Address: 5 Woodfield Shopping Center Space G138 B

Owner's Name: MARTIN PIROLLI Phone: 847 638 7816

Email Address: Gamers1986 @ SBC Global. NET

- Hours of operation should be listed here: 10-8 Monday thru SAT 12-6 SUNDAY
- Please attach a diagram or floor plan of the establishment showing where the entertainment will take place. Please provide written permission from the property owner or his/her duly authorized agent to allow entertainment/amusement on site shall accompany the application, if applicable.
- Is a cover charge or fee required sometimes or all the time? Please explain below: Sometimes - we host trading card games, so if they get product, there's the fee of what the packs cost
Please describe, in detail, each type of event/activity you plan on conducting. Detail should include all proposed type(s) of amusement/entertainment and frequency. If additional space is needed, please attach a list with information and details about your proposed amusement/entertainment activities events.

Amusement or Entertainment Type/Activities	Days of Week	Frequency
<u>LOREANA TRADING CARD TOURNAMENT</u>	<u>MONDAY</u>	<u>ONCE A WEEK</u>
<u>POKEMON FREE PLAY</u>	<u>WEDNESDAY</u>	<u>ONCE A WEEK</u>
<u>POKEMON TRADING CARD TOURNAMENT</u>	<u>FRIDAY</u>	<u>ONCE A WEEK</u>
<u>POKEMON TRADING CARD TOURNAMENT</u>	<u>SUNDAY</u>	<u>ONCE A WEEK</u>

Size/ square footage of premises: BACKROOM 1000 sq ft Maximum occupancy: NOT SURE

Number of Parking spaces available: ↑ Shared parking agreement: Yes No

WE ARE IN WOODFIELD MALL SO THOUSANDS

- Is liquor served at your establishment? Yes ___ No If yes and you currently hold a Village of Schaumburg annual liquor license, please state the license class type: _____
- Will food be served or prepared at the event? Yes ___ No
- Village ordinance requires that steps be taken to monitor attendance at any event where attendance is expected to exceed occupancy. Please explain the steps your establishment will take to insure the maximum occupancy is not exceeded.

We will have signups for all events, and will limit it to occupancy level

- Please explain how access to the establishment will be controlled, specify procedures, if applicable.

We are a tenant in Woodfield. The mall has security if needed, but its easy access into our store

- Describe in detail the security measures to be implemented, including information regarding the number of sworn police officers, off-duty sworn police officers, and private security personnel and whether private security is armed or unarmed.

The mall has security at all times. The events we host are trading cards. Event capacity is typically no more than 20 people

I hereby certify that the information provided in this license application is true and correct to the best of my knowledge and that I have not provided false or misleading information. I understand that the failure to supply adequate or correct information will be subject to suspension or revocation of the Village of Schaumburg licenses. I further understand as applicant that I am responsible for any and all costs associated with the response of emergency personnel (police and/or fire) that is mandated by any event. I have received and reviewed the Village Ordinance regarding this license application.

M. Pirolli

12/5/2023

Business Owner's Signature

Date

MARTIN PIROLLI

OWNER

Print Owner's Name

Title

8476387816

GAMERS1986@SBCGlobal.net

Phone

Email

Village Ordinances require new entertainment requests or any change in ownership on an existing license to obtain Standing Committee and Village Board approval. The owner/license is required to attend these meetings. Please contact this Department at (847)923-3970 with any questions. Please submit completed application with attachments:

- By Mail to: Village of Schaumburg, Community Development Department
101 Schaumburg Court, Schaumburg, Illinois 60193
- By Email to: dparran@schaumburg.com



**Recommendation to Approve an Annual Amusement License for The Radio Flyer Store at N120 Woodfield Mall
3/21/2024
Planning, Building, and Development Committee**

Presenter: Deborah Parran, Code Enforcement Supervisor
Lead Department: Community Development

Executive Summary:

Annual Amusement Licenses for new businesses shall be reviewed by an appropriate standing committee of the Schaumburg Village Board for recommendation of approval or denial to the Village Board.

The Radio Flyer Store, a retail establishment located at N120 Woodfield Mall, applied for an Annual Amusement License. The location is owned by Radio Flyer, Inc. The request/application for an Annual Amusement License notes the following activities that requires a fee be paid to participate in :

- Racetrack for ride-ons with non-powered tricycles, scooters and battery powered go-carts, etc.
- Monday-Thursday 10 AM-8 PM, Friday & Saturday 10 AM-9 PM, and Sunday 10 AM-6 PM

The establishment requires an amusement license since they charge a fee for the racetrack during weekends and peak hours. An amusement surcharge is required to be collected when the fee is charged.

Staff has reviewed the application and determined that the request complies with the zoning and occupancy approvals for this establishment, as well as the amusement license criteria.

Recommended Action:

The Village Manager recommends the Planning, Building, and Development Committee recommend the Village Board approve an Annual Amusement License for The Radio Flyer Store located at N120 Woodfield Mall for 2024.

ATTACHMENTS:

Description	Type
▢ Application	Exhibit



VILLAGE OF SCHAUMBURG

Annual Amusement Surcharge License Application

101 Schaumburg Ct., Schaumburg, IL 60193-1899
COMMUNITY DEVELOPMENT DEPARTMENT • 847.923.3700

Please provide the following information as requested. A Community Development Department representative will contact the applicant if supplemental information is required.

Establishment Name: The Radio Flyer Store

Location Address: N120 Woodfield Mall

Owner's Name: Robert Pasin Phone: (Stephanie Decker) 713-797-9177

Email Address: sdecker@radioflyer.com Stephanie Decker, VP of Finance

- Hours of operation should be listed here: 10am - half hour before close M-Th (8pm)
F-S (9pm)
Sun (6pm)
- Please attach a diagram or floor plan of the establishment showing where the entertainment will take place. Please provide written permission from the property owner or his/her duly authorized agent to allow entertainment/amusement on site shall accompany the application, if applicable.
See documents attached.
- Is a cover charge or fee required sometimes or all the time? Please explain below:
on weekends and peak times (\$5)

Please describe, in detail, each type of event/activity you plan on conducting. Detail should include all proposed type(s) of amusement/entertainment and frequency. If additional space is needed, please attach a list with information and details about your proposed amusement/entertainment activities events.

Amusement or Entertainment Type/Activities	Days of Week	Frequency
Race Track - ride ride-ons, scooters, go-carts, etc. with helmets. <small>for kids 3-12.</small>	7 (starting with weekends)	in 10-15 minute intervals
↑ occurring every day but only charging \$5 initially on weekends and peak times.		
Additionally, track has two separate areas, one for battery-powered go-cart or Tesla Model S for kids and one area for non-powered ride-ons, tricycles and scooters. The battery-powered area is 1-2 kids at a time and the non-powered area is 5 kids at a time. We are currently not charging for these areas.		

- Size/ square footage of premises: 15K sqft Maximum occupancy: 201
- Number of Parking spaces available: N/A Shared parking agreement: Yes No

• Is liquor served at your establishment? Yes ___ No If yes and you currently hold a Village of Schaumburg annual liquor license, please state the license class type: _____

• Will food be served or prepared at the event? Yes ___ No

• Village ordinance requires that steps be taken to monitor attendance at any event where attendance is expected to exceed occupancy. Please explain the steps your establishment will take to insure the maximum occupancy is not exceeded.

tracking occupancy through Sen source.

• Please explain how access to the establishment will be controlled, specify procedures, if applicable.

Race track has separate doors and waitlist application to allow only a few riders at a time. (wait & while)
see above. Waitlist application will be used. (waitwhile)

• Describe in detail the security measures to be implemented, including information regarding the number of sworn police officers, off-duty sworn police officers, and private security personnel and whether private security is armed or unarmed.

N/A ~~no~~ mall security

I hereby certify that the information provided in this license application is true and correct to the best of my knowledge and that I have not provided false or misleading information. I understand that the failure to supply adequate or correct information will be subject to suspension or revocation of the Village of Schaumburg licenses. I further understand as applicant that I am responsible for any and all costs associated with the response of emergency personnel (police and/or fire) that is mandated by any event. I have received and reviewed the Village Ordinance regarding this license application.

Robert Pasin

11/10/2023

Business Owner's Signature

Date

Robert Pasin

CEO

Print Owner's Name

Title

173-797-9170

cwo@radioflyer.com

Phone

Email

Village Ordinances require new entertainment requests or any change in ownership on an existing license to obtain Standing Committee and Village Board approval. The owner/license is required to attend these meetings. Please contact this Department at (847)923-3970 with any questions. Please submit completed application with attachments:

- By Mail to: Village of Schaumburg, Community Development Department
101 Schaumburg Court, Schaumburg, Illinois 60193
- By Email to: dparran@schaumburg.com



**Recommendation to Approve an Annual Amusement License for Sixty to Escape at D215 Woodfield Mall
3/21/2024
Planning, Building, and Development Committee**

Presenter: Deborah Parran, Code Enforcement Supervisor
Lead Department: Community Development

Executive Summary:

Annual Amusement Licenses for new businesses shall be reviewed by an appropriate standing committee of the Schaumburg Village Board for recommendation of approval or denial to the Village Board.

Sixty to Escape, an amusement establishment located at D215 Woodfield Mall, applied for an Annual Amusement License. The location is owned by Sixty to Escape Woodfield LLC. The request/application for an Annual Amusement License notes the following activities that require a fee be paid to participate in:

- Amusement escape games and miniature golf
- Operates 7 days per week during mall hours

Staff has reviewed the application and determined that the request complies with the zoning and occupancy approvals for this establishment, as well as the amusement license criteria.

Recommended Action:

The Village Manager recommends the Planning, Building, and Development Committee recommend the Village Board approve an Annual Amusement License for Sixty to Escape located at D215 Woodfield Mall for 2024.

ATTACHMENTS:

Description	Type
□ Application	Exhibit



Annual Amusement Surcharge License Application

Please provide the following information as requested. A Community Development Department representative will contact the applicant if supplemental information is required.

Establishment Name:	Sixty to Escape Woodfield		
Location Address:	5 Woodfield Mall, Store D215		
Owner's Name:	Stephen Kristof	Phone:	c: 847.363.8799
Email Address:	s.kristof@outlook.com		

- Hours of operation should be listed here: Mall Operating Hours
- Please attach a diagram or floor plan of the establishment showing where the entertainment will take place. Please provide written permission from the property owner or his/her duly authorized agent to allow entertainment/amusement on site shall accompany the application, if applicable.
- Is a cover charge or fee required sometimes or all the time? Please explain below:
Admission Price to Play

Please describe, in detail, each type of event/activity you plan on conducting. Detail should include all proposed type(s) of amusement/entertainment and frequency. If additional space is needed, please attach a list with information and details about your proposed amusement/entertainment activities events.

Amusement or Entertainment Type/Activities	Days of Week	Frequency
Escape Games - Objective Based Puzzle Games for 2-10 players per game	7	hourly
Miniature Golf - Indoor Mini Golf for 1-6 players per group	7	5-10 minutes between tee times

- Size/ square footage of premises: 12,510 Maximum occupancy: see above
- Number of Parking spaces available: 1000+ Shared parking agreement: Yes No

- Is liquor served at your establishment? Yes ___ No x If yes and you currently hold a Village of Schaumburg annual liquor license, please state the license class type: _____
- Will food be served or prepared at the event? Yes ___ No x
- Village ordinance requires that steps be taken to monitor attendance at any event where attendance is expected to exceed occupancy. Please explain the steps your establishment will take to insure the maximum occupancy is not exceeded.

Escape Games have set reservation times and capacities - Miniature golf will operate at a set capacity per group

- Please explain how access to the establishment will be controlled, specify procedures, if applicable. The lobby space is segmented from the attractions. Staff will allow access to attractions with paid admission (or pre-paid admission in the event of reservation)
- Describe in detail the security measures to be implemented, including information regarding the number of sworn police officers, off-duty sworn police officers, and private security personnel and whether private security is armed or unarmed.

Mall Security and Police.

I hereby certify that the information provided in this license application is true and correct to the best of my knowledge and that I have not provided false or misleading information. I understand that the failure to supply adequate or correct information will be subject to suspension or revocation of the Village of Schaumburg licenses. I further understand as applicant that I am responsible for any and all costs associated with the response of emergency personnel (police and/or fire) that is mandated by any event. I have received and reviewed the Village Ordinance regarding this license application.

Stephen Kristof

4/5/23

Business Owner's Signature

Date

Stephen Kristof

Owner

Print Owner's Name

Title

8473638799

s.kristof@outlook.com

Phone

Email

Village Ordinances require new entertainment requests or any change in ownership on an existing license to obtain Standing Committee and Village Board approval. The owner/license is required to attend these meetings. Please contact this Department at (847)923-3970 with any questions. Please submit completed application with attachments:

- By Mail to: Village of Schaumburg, Community Development Department
101 Schaumburg Court, Schaumburg, Illinois 60193
- By Email to: dparran@schaumburg.com



Recommendation to Approve a Contract Extension with J. Davito Design, Inc. for Community Development Department Code Enforcement and Planning Landscape Inspections for FY 25 3/21/2024 Planning, Building, and Development Committee

Presenter: Deborah Parran, Code Enforcement Supervisor
Lead Department: Community Development

Accounts(s):	Budget:	Expense Request:
1014425 7223 line 43	\$56,500.00	\$56,500.00
1014460 7223 line 60	\$11,000.00	\$11,000.00

Executive Summary:

This request is to approve the renewal of the existing contract agreement with the Village of Schaumburg per terms written into the Professional Services Agreement 2021-RFP-001 for Code Enforcement Landscape Maintenance Inspections and include Planning inspections for FY 25. This would be the third of three annual renewal options.

The rate and scope of services for the Code Enforcement Division would remain the same at \$48.00 per hour not to exceed \$56,500.00 and Planning Division at a rate of \$90.00 per hour not to exceed \$11,000.00. The total payment shall not exceed \$67,500.00 for FY 25. The proposed FY 25 budget includes the funding for this amount and the department is requesting authorization to proceed with the contact extension pending Village Board Approval of the proposed FY 25 Budget.

Recommended Action:

The Village Manager recommends the Planning, Building and Development Committee recommend the Village Board authorize the Village Manager to execute the Renewal of a Professional Services Agreement with J. Davito Design, Inc. for Code Enforcement and Planning Landscape inspections for FY 25 in an amount not to exceed \$67,500 contingent upon approval of the proposed FY 25 budget and approve the required resolution.

ATTACHMENTS:

- | Description | Type |
|----------------------------|---------|
| ▣ Agreement - J Davito | Exhibit |
| ▣ J. Davito Renewal 3 of 3 | Exhibit |
| ▣ Resolution | Exhibit |

**VILLAGE OF SCHAUMBURG
PROFESSIONAL SERVICES AGREEMENT FOR**

THIS AGREEMENT is dated as of the 1 day of Sept, 2021 ("Agreement") and is by and between the **VILLAGE OF SCHAUMBURG**, an Illinois municipal corporation ("**Village**") and the Consultant identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's statutory powers, the parties agree as follows:

SECTION 1. CONSULTANT.

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

Consultant Firm Name: J. Davito Design, Inc
Street Address: 2735 Kingston Drive
City, State, Zip: Island Lake, IL 60042
Telephone: (847) 878-0642
Email: joe@jdavitodesign.com

B. Project Description.

As noted in 2021-RFP-CDD-001, Code Enforcement Landscape Maintenance Inspections

C. Representations of Consultant. The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit 1 to this Agreement ("**Services**"). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit 1 in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

D. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed \$29,000.00, as outlined in Exhibit 1, including reimbursable expenses as identified in Exhibit 1, unless amended pursuant to Subsection 8A of this Agreement.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. **Commencement; Time of Performance.** The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties or on the date specified in Exhibit 1 (the "**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services, but in no event later than 365 days after the date of the execution of this Agreement ("**Time of Performance**").

D. **Reporting.** The Consultant shall regularly report to the Village, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Agreement Amount.** The total amount billed for the Proposal during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the Village.

B. **Invoices and Payment.** The Consultant shall be paid as provided in Exhibit 1. The Consultant shall submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit 1. The Village shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice.

C. **Records.** The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

D. **Claim In Addition To Agreement Amount.** If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. **Taxes, Benefits and Royalties.** The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

F. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in Exhibit 1 shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "**Confidential Information**" shall mean information designated as "Confidential" in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement ("**Time of Disclosure**"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village unless required to perform the Services set forth in this Agreement. The Consultant shall be permitted to disclose Confidential Information as necessary to its subcontractors to fulfill the obligations required by this Agreement. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.

A. Standard of Care. The Consultant warrants that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in the same locale in existence at the time of performance of this Agreement. The standard of care expressed shall be in addition to any other representations expressed in the Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall, without regard to the availability or unavailability of any insurance either of the Village or the Consultant, indemnify and save harmless, the Village, its officials, and its employees, against any and all damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses recoverable under applicable law, to the extent arising, out of or caused by, the Consultant's negligent or wrongful acts or omissions in the performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of the Village.

C. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates of insurance and upon request, policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit 2 to this Agreement. But in no event shall any work begin without an insurance certificate or policy having been provided and approved by the Village. Such certificates shall be from companies with a general rating of A and a financial size category of Class X or better, in Best's Insurance Guide. Such certificates of insurance shall provide that no insurer change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given to the Village. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including without limitation at all times to meet the Standard of Care requirements of Subsection 6(A) of this section.

D. No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement. Likewise, no claims or suits shall be made against the employees of the Consultant as a result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing, in or done pursuant to this Agreement, shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code, 720 ILCS 5/33E-1 et seq. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A) (4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A) (4).

E. Patriot Act Compliance. The Consultant represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

F. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit 1. The Consultant may also terminate the Agreement in the event the Village fails to make payment for services rendered, but only after the Consultant has provided written notice to the Village of the lack of payment and allowed the Village 30 days to make payment or contest the payment or amount.

G. **Term.** The time of performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the Village determines that all of the Services under this Agreement are completed or upon final payment to Consultant. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the Village by the Consultant.

H. **Compliance with Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable building and zoning statutes, ordinances, rules, and regulations, and the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Village and made known to the Consultant with respect to this Agreement or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

I. **Default.** If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that permits completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other material requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of reasonable actions taken by the Village in response to any Event of Default by the Consultant.

J. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

K. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

L. **Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the work and with any other consultants engaged by the Village.

M. **News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village

N. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village upon payment of all sums due and owing Consultant under the Agreement. Any reuse of Documents other than for the purposes of this Agreement shall be at Village risk and Consultant shall not be liable for any reuse of the Documents.

O. **GIS Data.** *[NOTE: Use this only if applicable]* The Village has developed digital map information through Geographic Information Systems Technology ("**GIS Data**") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

2. **Purpose of GIS Data.** The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. **Agreement with Respect to GIS Data.** The Consultant does hereby acknowledge and agree that:

a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and, shall remain the property of the Village;

b. **Consent of Village Required.** The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village;

c. **Supply to Village.** At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;

d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and

e. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

SECTION 8. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. **Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

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

D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Schaumburg
101 Schaumburg Raod,
Schaumburg, Illinois 60193
Attention: Deborah Parran
E-mail: dparran@schaumburg.com

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

Consultant Firm Name: J. Davito Design, Inc.
Street Address: 2735 Kingston Drive
City, State, Zip: Island Lake, IL 60042
Attention: Joe Davito
Facsimile: na
Email: joe@davitodesign.com

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the Village.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. Time. Time is of the essence in the performance of this Agreement.

H. Governing Laws. This Agreement shall be interpreted according to the laws of the State of Illinois.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Proposal and the Services.

J. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

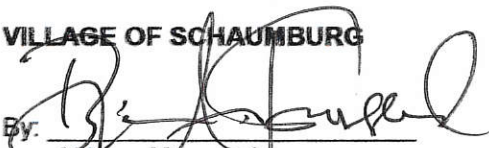
K. Exhibit. Exhibits 1 and 2, are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

L. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

M. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES FOLLOW]

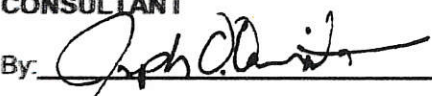
VILLAGE OF SCHAUMBURG

By: 
Village Manager

ATTEST:

By: 
Village Clerk

CONSULTANT

By: 

TITLE: PRESIDENT

ATTEST:

By: 

TITLE: Code Enforcement Supervisor

EXHIBIT 1

SCOPE OF SERVICES

AGREEMENT AMOUNT

[TO BE PREPARED BY CONSULTANT AND ACCEPTABLE TO VILLAGE]

**[INCLUDE HOURLY RATES, LUMP SUM AMOUNTS, REIMBURSABLE COSTS,
SCHEDULE FOR LUMP SUM OR INSTALLMENT PAYMENTS, INVOICE FORMAT, ETC.]**

[SHALL INCLUDE SCHEDULE]

EXHIBIT 2

INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit
- Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, borrowed or rented.
- All employees shall be included as insureds.
- C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:
- \$1,000,000 Bodily Injury and Property Damage \$2,000,000 Aggregate
- Coverages shall include:
- Broad Form Property Damage Endorsement
 - Broad Form Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- D. Umbrella Policy or Excess liability Insurance with a limit of liability of not less than \$2,000,000.
- The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance, except professional liability, on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- E. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per claim/\$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out deviation from the professional standard of care set forth in the Agreement. If the policy is a claims made policy, it shall remain in effect for 5 years after the work has been completed.
- F. Village as Additional Insured. Village shall be named as an Additional Insured on all policies except for:
- Worker's Compensation
 - Professional Liability

Each such additional Insured endorsement shall identify Village as follows: Village of Schaumburg, including its Board members and elected and appointed officials, its officers, and employees.

- G. Other Parties as Additional Insureds. In addition to Village, the following parties shall be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____

The Consultant will provide certificates of insurance evidencing the types and limits of insurance specified. The certificates of insurance will specifically address each of the requirements noted. All insurance noted is primary and in no event will be considered contributory to any insurance purchased by the Village.

The same full insurance coverage provided to the named insured, whether it is the Consultant or a sub-contractor, shall be provided to the Village without any limitations or endorsements that might limit or exclude coverage.

Any and all deductibles or other forms of retention are the responsibility of the Consultant. All deductibles or other forms of retention are subject to the approval of the Village. Consultant will disclose to the Village in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract.

Consultant waives any right of subrogation it may have or later acquire against the Village.

The Consultant shall not allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Consultant and their subcontractor(s) shall maintain all insurance required for not less than one (1) year after completion of this contract except professional liability which shall be for 5 years.



VILLAGE OF SCHAUMBURG
PROGRESS THROUGH THOUGHTFUL PLANNING

March 3, 2024

J. Davito Design, Inc
Joe Davito, President
2723 Kingston Drive, Island Lake, IL 60042
Email: Joe@Jdavitodesign.com

RE: Renewal of Professional Services Agreement with Village of Schaumburg-2021-RFP-001 Code Enforcement Landscape Maintenance Inspections for FY 24/25

Dear J. Davito Design, Inc:

This request is to confirm the renewal of the existing contract agreement with the Village of Schaumburg per terms written into the Professional Services Agreement 2021-RFP-001 Code Enforcement Landscape Maintenance Inspections and include Planning division inspections for FY 24/25, May 1, 2024, through April 30, 2025. This would be the third of three annual renewal options.

The rate and scope of services for the Code Enforcement Division would remain the same at \$48.00 per hour not to exceed \$56,500.00 and Planning Division at a rate of \$90.00 per hour not to exceed \$11,000.00. The total payment shall not exceed \$67,500.00 for FY 24/25. The proposed FY 24/25 budget includes the funding for this amount and the department is requesting authorization to proceed with the contact extension pending Village Board Approval of the proposed FY 24/25 Budget in April 2024.

If in agreement, please sign below and return this acknowledgement back to the village. An electronic copy is acceptable if the original is mailed afterwards. Thank you for your prompt attention to this matter.

Sincerely,
Village of Schaumburg

Deborah Parran
Code Enforcement Supervisor

Brian Townsend
Village of Schaumburg Village Manager

Contract Renewal Acknowledgement

Renewal and Amend Professional Services Agreement with Village of Schaumburg 2021-RFP-001 Code Enforcement Landscape Maintenance Inspections for FY 24/25 (May 1, 2024 – April 30, 2025) as noted above contingent upon approval of FY 24/25 Budget approval in April 2024.

Sign _____ Date _____

Print Name and Title _____

RESOLUTION NO R-24-_____

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A
CONTRACT EXTENSION WITH J. DAVITO DESIGN, INC. TO PERFORM
LANDSCAPE INSPECTION AND SITE PLAN INSPECTION
CONSULTING SERVICES**

WHEREAS, the President and Board of Trustees entered into a contract with J. Davito Design Inc., of Island Lake, Illinois for providing landscape inspection and site plan inspection consulting services for the period of May 1, 2024 through April 30, 2025 as the third of three allowed annual renewal options by agreement of all parties, at an amount not to exceed \$56,500 for landscape inspection and \$11,000 for site plan inspection; and

WHEREAS, the consultant has submitted a proposal to perform work per the Village specifications; and

WHEREAS, it would be in the best interests of the citizens of Schaumburg to execute the attached Professional Services Agreement Extension Letter (Exhibit "A").

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: That the Village Manager be and hereby is authorized and directed to execute the attached Professional Services Agreement (Exhibit "A") by and between the Village of Schaumburg and J. Davito Design, Inc., of Island Lake, Illinois.

SECTION TWO: That the Village Manager be and hereby is authorized to sign any documents in furtherance of this Resolution.

SECTION THREE: That this Resolution shall be in full force and effect after passage and approval as required by law.

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED this _____ day of _____, 2024.

Village President

ATTEST:

Village Clerk



Recommendation to Approve a Contract with Christopher Burke Engineering for Community Development Engineering

3/21/2024

Planning, Building, and Development Committee

Presenter: Ryan Franklin, AICP, Assistant Director of Community Development
Lead Department: Community Development

Accounts(s):	Budget:	Expense Request:
1014415 7223	\$307,840	\$307,840

The budget status for this request is: On Budget

Executive Summary:

The Community Development Engineer resigned on January 6, 2023. Since then, Christopher Burke Engineering has been providing professional services to the Community Development Department. Christopher Burke has provided a Professional Engineer, at the rate of \$185 per hour. This engineer has been providing direction to the Engineering Division and technical assistance to the Project Review Group and other staff. Christopher Burke has also been designated as the Village Engineer of Community Development.

The short-term plan was to utilize an engineering consultant three days a week (part-time) to assist with management of the Engineering Division, while the village recruited to fill the vacant position. However, the village has not been able to fill the position and staff is now proposing to utilize the consultant for FY 2025. No funds are proposed to fill the vacant supervisory position in the FY 2025 budget. Alternatively, staff is proposing to increase the funding for the engineering consultant from three days to four days. This increase is necessary to meet the needs of the development community and to provide consistent oversight of the employees in the Engineering Division.

This request is for the committee to consider a contract extension with Christopher Burke Engineering to provide professional services for FY 2025. The total amount being requested for the extension is \$307,840. The amount that would have been budgeted for the vacant Community Development Engineer position is approximately \$160,841 including salary and benefits. Staff also completed an analysis of the land development permit fees and will be proposing an amendment to the land development fees. The proposed increase in fees will align with comparable communities. If approved, the increased permit revenue will also off set the funds requested for a consulting engineer.

Recommended Action:

The Village Manager recommends the Planning, Building and Development Committee recommend

the Village Board authorize the Village Manager to execute a contract with Christopher Burke Engineering, Ltd. for Interim Engineering Services in an amount not to exceed \$307,840 pending approval of the FY 25 budget, and approve the required resolution.

ATTACHMENTS:

Description	Type
▣ Professional Services Agreement	Exhibit
▣ Resolution	Resolution Letter

**VILLAGE OF SCHAUMBURG
PROFESSIONAL SERVICES AGREEMENT FOR**

Interim Community Development Engineer and North Schaumburg TIF Project Manager

THIS AGREEMENT is dated as of the 8th day of March, 2024 (“**Agreement**”) and is by and between the **VILLAGE OF SCHAUMBURG**, an Illinois municipal corporation (“**Village**”) and the Consultant identified in Subsection 1A below.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village’s statutory powers, the parties agree as follows:

SECTION 1. CONSULTANT.

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

Consultant Firm Name: Christopher B. Burke Engineering, Ltd.
Street Address: 9575 W. Higgins Road, Suite 600
City, State, Zip: Rosemont, IL 60018
Telephone: 847-823-0500
Email: groz@cbbel.com

B. Project Description.

Providing interim engineering services for the Department of Community Development.

C. Representations of Consultant. The Consultant has submitted to the Village a description of the services to be provided by the Consultant, a copy of which is attached as Exhibit 1 to this Agreement (“**Services**”). The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services set forth in Exhibit 1 in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

D. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed \$307,840 at a maximum rate of \$185/hour through April 30, 2025, as outlined in Exhibit 1, including reimbursable expenses as identified in Exhibit 1, unless amended pursuant to Subsection 8A of this Agreement.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement: Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties or on the date specified in Exhibit 1 (the “**Commencement Date**”). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services, but in no event later than April 30, 2024,., as outlined in Exhibit 1.

D. Reporting. The Consultant shall regularly report to the Village, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount billed for the Proposal during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1D of this Agreement, without the prior express written authorization of the Village.

B. Invoices and Payment. The Consultant shall be paid as provided in Exhibit 1. The Consultant shall submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit 1. The Village shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

D. Claim In Addition To Agreement Amount. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. Taxes, Benefits and Royalties. The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

F. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL: SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel identified in Exhibit 1 shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "***Confidential Information***" shall mean information designated as "Confidential" in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement ("***Time of Disclosure***"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village unless required to perform the Services set forth in this Agreement. The Consultant shall be permitted to disclose Confidential Information as necessary to its subcontractors to fulfill the obligations required by this Agreement. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.

A. Standard of Care. The Consultant warrants that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in the same locale in existence at the time of performance of this Agreement. The standard of care expressed shall be in addition to any other representations expressed in the Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. Indemnification. The Consultant shall, without regard to the availability or unavailability of any insurance either of the Village or the Consultant, indemnify and save harmless, the Village, its officials, and its employees, against any and all damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses recoverable under applicable law, to the extent arising, out of or caused by, the Consultant's negligent or wrongful acts or omissions in the performance of, or failure to perform, the Services or any part thereof, except to the extent caused by the negligence of the Village.

C. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates of insurance and upon request, policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit 2 to this Agreement. But in no event shall any work begin without an insurance certificate or policy having been provided and approved by the Village. Such certificates shall be from companies with a general rating of A and a financial size category of Class X or better, in Best's Insurance Guide. Such certificates of insurance shall provide that no insurer change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given to the Village. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including without limitation at all times to meet the Standard of Care requirements of Subsection 6(A) of this section.

D. No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement. Likewise, no claims or suits shall be made against the employees of the Consultant as a result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing, in or done pursuant to this Agreement, shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A) (4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A) (4).

E. Patriot Act Compliance. The Consultant represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

F. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit 1. The Consultant may also terminate the Agreement in the event the Village fails to make payment for services rendered, but only after the Consultant has provided written notice to the Village of the lack of payment and allowed the Village 30 days to make payment or contest the payment or amount.

G. Term. The time of performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the Village determines that all of the Services under this Agreement are completed or upon final payment to Consultant. A determination of completion shall not constitute a waiver of any rights or claims which the Village may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the Village by the Consultant.

H. Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable building and zoning statutes, ordinances, rules, and regulations, and the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Village and made known to the Consultant with respect to this Agreement or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

I. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that permits completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other material requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of reasonable actions taken by the Village in response to any Event of Default by the Consultant.

J. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

K. Village Board Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

L. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the work and with any other consultants engaged by the Village.

M. News Releases. The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village

N. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village upon payment of all sums due and owing Consultant under the Agreement. Any reuse of Documents other than for the purposes of this Agreement shall be at Village risk and Consultant shall not be liable for any reuse of the Documents.

O. GIS Data. [NOTE: Use this only if applicable] The Village has developed digital map information through Geographic Information Systems Technology ("**GIS Data**") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. Limited Access to GIS Data. The GIS Data provided by the Village shall be limited to the scope of the Services that the Consultant is to provide for the Village;

2. Purpose of GIS Data. The Consultant shall limit its use of the GIS Data to its intended purpose of furtherance of the Services; and

3. Agreement with Respect to GIS Data. The Consultant does hereby acknowledge and agree that:

- a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and, shall remain the property of the Village;
- b. **Consent of Village Required.** The Consultant will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village;
- c. **Supply to Village.** At the request of the Village, the Consultant shall supply the Village with any and all information that may have been developed by the Consultant based on the GIS Data;
- d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use thereof; and
- e. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the Village, the Consultant shall cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Schaumburg
101 Schaumburg Court
Schaumburg, IL 60193
Attention: Ryan Franklin – rfranklin@schaumburg.com

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

Consultant Firm Name: Christopher B. Burke Engineering, Ltd.
Street Address: 9575 W. Higgins Road, Suite 600
City, State, Zip: Rosemont, IL 60018
Telephone: 847-823-0500
Email: groz@cbbel.com

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the Village.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. Time. Time is of the essence in the performance of this Agreement.

H. Governing Laws. This Agreement shall be interpreted according to the laws of the State of Illinois.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Proposal and the Services.

J. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. Exhibit. Exhibits 1 and 2, are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

L. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

M. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES FOLLOW]

VILLAGE OF SCHAUMBURG

By: _____
Village Manager

ATTEST:

By: _____
Village Clerk

CONSULTANT

By: _____

TITLE: Head, Municipal Engineering Department

ATTEST:

By: _____

TITLE: Senior Project Manager

EXHIBIT 1

SERVICES

Services will be provided by Christopher B. Burke Engineering on an hourly basis. These services will include but not be limited to the following:

- Responsible for supervision, guidance and assistance to the employees within the Community Development Engineering Work Group (two FT inspectors and a civil engineer).
- Participation in the Project Review Group multi-department development review process; evaluating development proposals to ensure compliance with applicable codes and ordinances. Participation in weekly Project Review Group (PRG) meetings every Tuesday in the Village Hall.
- Performs the review and processing of development and subdivision proposals, Land Development Permits, Metropolitan Water Reclamation District Watershed Management Ordinance (WMO) permits, Cook County Highway Department permits, and the Illinois Environmental Protection Agency (IEPA) permits, to ensure compliance with Village regulations, plans and standards.
- Review and interpretation of engineering site work plans to determine if they meet all regulatory codes and ordinances and providing written comments to other technical staff within the Community Development Department.
- Responds to written technical requests and phone calls for information related to existing developments, or proposed developments that are coming through the formal village development review process.
- Assist the Engineering Technician with technical questions or assistance during the village permit and plan review process.
- Other responsibilities as assigned within the Community Development Department.
- The Community Development Engineer shall have work hours at the Community Development Department up to 32 hours per week with the ability to be at Village Hall 3 days per week and can be adjusted if necessary. The actual schedule shall be determined by the Assistant Director of Community Development depending upon work load and department demands. The 32 hour per week upper limit will not be exceeded without the consent of the Assistant Director of Community Development.

This agreement will expire on April 30, 2025 unless both parties mutually agree to continue the services covered by this agreement.

EXHIBIT 2

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, borrowed or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$1,000,000 Bodily Injury and Property Damage \$2,000,000 Aggregate

Coverages shall include:

- Broad Form Property Damage Endorsement
- Broad Form Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Umbrella Policy or Excess liability Insurance with a limit of liability of not less than \$2,000,000.

The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance, except professional liability, on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per claim/\$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out deviation from the professional standard of care set forth in the Agreement. If the policy is a claims made policy, it shall remain in effect for 5 years after the work has been completed.

F. Village as Additional Insured. Village shall be named as an Additional Insured on all policies except for:

Worker's Compensation
Professional Liability

Each such additional Insured endorsement shall identify Village as follows: Village of Schaumburg, including its Board members and elected and appointed officials, its officers, and employees.

- G. Other Parties as Additional Insureds. In addition to Village, the following parties shall be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____

The Consultant will provide certificates of insurance evidencing the types and limits of insurance specified. The certificates of insurance will specifically address each of the requirements noted. All insurance noted is primary and in no event will be considered contributory to any insurance purchased by the Village.

The same full insurance coverage provided to the named insured, whether it is the Consultant or a sub-contractor, shall be provided to the Village without any limitations or endorsements that might limit or exclude coverage.

Any and all deductibles or other forms of retention are the responsibility of the Consultant. All deductibles or other forms of retention are subject to the approval of the Village. Consultant will disclose to the Village in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract.

Consultant waives any right of subrogation it may have or later acquire against the Village.

The Consultant shall not allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Consultant and their subcontractor(s) shall maintain all insurance required for not less than one (1) year after completion of this contract except professional liability which shall be for 5 years.

RESOLUTION NO R-24-_____

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CHRISTOPHER BURKE ENGINEERING, LTD. TO PROVIDE INTERIM STAFFING FOR THE POSITION OF COMMUNITY DEVELOPMENT ENGINEER

WHEREAS, the President and Board of Trustees wish to extend a Professional Services Agreement with Christopher Burke Engineering, Ltd., of Rosemont, Illinois, for providing interim staffing for the position of Community Development Engineer at an hourly rate not to exceed \$185.00 and an amount not to exceed \$307,840; and

WHEREAS, the consultant has submitted a proposal to perform work per the Village specifications; and

WHEREAS, it would be in the best interests of the citizens of Schaumburg to execute the attached Professional Services Agreement (Exhibit "A").

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: That the Village Manager be and hereby is authorized and directed to execute the attached Professional Services Agreement (Exhibit "A") by and between the Village of Schaumburg and Christopher Burke Engineering Ltd., of Rosemont, Illinois.

SECTION TWO: That the Village Manager be and hereby is authorized to sign any documents in furtherance of this Resolution.

SECTION THREE: That this Resolution shall be in full force and effect after passage and approval as required by law.

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED this _____ day of _____, 2024.

Village President

ATTEST:

Village Clerk



**Recommendation to Approve a Contract Extension with TPI Building Code Consultants for Community Development Department Inspection and Plan Review Services
3/21/2024
Planning, Building, and Development Committee**

Presenter: Ryan Franklin, Assistant Director of Community Development
Lead Department: Community Development

Accounts(s):	Budget:	Expense Request:
1014415 7223	\$616,000	\$616,000

The budget status for this request is: On Budget

Executive Summary:

Community Development utilizes a third party for Inspection and Plan review services to supplement our building staff on an as-needed basis to perform daily building inspections, periodic plan reviews, and office staff support. TPI Building Code Consultants, Inc. (TPI) has successfully provided the most competitive cost for services since 2016 and consistently maintains quality ICC certified staff to support the village.

The current contract was awarded on June 23, 2021, with the option to extend the contract two times. In April 2023, the Village Board approved the second and final extension of this contract. Staff will be publishing an RFP in the near future for the award of the contract for professional services for the FY 25.

The Community Development Department has a Key Performance Indicator that tracks the percentage of building expenses covered by permit revenue. The target is to cover 70% of building expenses with permit revenue. Expenses include funds spent on professional services in addition to salaries for permit clerks, plan reviewers, and inspectors. Permit revenue has covered more than 100% of expenses last fiscal year and is exceeding 100% of the expenses this fiscal year. The measurement serves as an indicator of cost coverage; however, it should be noted that the timing for costs and revenue don't always align particularly for new construction and larger projects. Revenue is collected upon issuance of each permit, but inspections may occur many months after permit issuance depending on the project timeframe.

In January 2024, the Village Board approved a mid-year amendment to increase the professional services budget for TPI from \$500,000 to \$616,000 for inspection and plan review services. This requested increase was due to additional costs for plan review for both building and fire plan review. The additional fire plan review was necessary due to a position vacancy. The majority of building plan review was due to increased utilization of the third-party consultant for plan review for new

construction and large alterations. The cost for fire plan review has decreased since filling the vacant plan review position. The consultant was also utilized to complete inspections for the new auto license requirements.

The TPI invoices have been paid through January. The original purchase order was for \$491,000 and there is approximately \$4,000 remaining on the original purchase order. The Village Manager approved an increase to the purchase order by \$49,999 to pay the February invoice. Additional authorization is needed to complete a change order to increase the purchase order to pay the March and April invoices. This request is seeking approval to increase the purchase order by \$75,000 to align with the amended mid-year budget amount of \$616,000.

<i>Recommended Action:</i>

The Village Manager recommends the Planning, Building, and Development Committee recommend the Village Board authorize the Village Manager to execute an increase in the Purchase Order with TPI Code Consultants, Inc up to \$616,000 for building inspection and plan review services and approve the required Resolution.

ATTACHMENTS:

Description	Type
▣ Extension Letter	Exhibit
▣ Resolution	Resolution Letter



VILLAGE OF SCHAUMBURG
PROGRESS THROUGH THOUGHTFUL PLANNING

TPI Building Consultants, Inc.
325 Spruce Street
South Elgin, IL 60177

February 29, 2024

RE: Professional Services Extension

Dear J Tisinai,

This Letter is to confirm your renewal of the professional services contract with the Village of Schaumburg for Inspection and Plan Review Services per terms written into the original specification. The contract is being increased by \$75,000 to provide services through April 30, 2024.

If you agree, please sign below, and return this acknowledgement back to the Village. Thank you for your prompt attention to this matter.

Sincerely,
Village of Schaumburg

Brian Townsend

Village Manager

Attachment: Independent Contractors Agreement

CONTRACT RENEWAL ACKNOWLEDGEMENT

Renew the previous Professional Services Agreement with the Village of Schaumburg dated June 23, 2021, for the total payment amount not to exceed \$616,000 for the fiscal year 2023-2024 which includes Inspection, Plan Review and Property Maintenance fees.

Signed: _____

Date: _____

Brian Townsend
Village Manager

RESOLUTION NO R-24-_____

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT EXTENSION WITH T.P.I. BUILDING AND CODE CONSULTANTS, INC. TO PERFORM BUILDING INSPECTION AND PLAN REVIEW SERVICES

WHEREAS, the President and Board of Trustees entered into a contract with T.P.I Building Code Consultants, Inc., of South Elgin, Illinois for providing building inspection and plan review services for the period of June 23, 2021 through April 30, 2022 with two, one-year extension options in subsequent fiscal years by agreement of all parties, at an amount not to exceed \$616,000; and

WHEREAS, the consultant has submitted a proposal to perform work per the Village specifications; and

WHEREAS, it would be in the best interests of the citizens of Schaumburg to execute the attached Professional Services Agreement Extension Letter (Exhibit “A”).

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: That the Village Manager be and hereby is authorized and directed to execute the attached Professional Services Agreement (Exhibit “A”) by and between the Village of Schaumburg and T.P.I Building Code Consultants, Inc., of South Elgin, Illinois.

SECTION TWO: That the Village Manager be and hereby is authorized to sign any documents in furtherance of this Resolution.

SECTION THREE: That this Resolution shall be in full force and effect after passage and approval as required by law.

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED this _____ day of _____, 2024.

Village President

ATTEST:

Village Clerk



Recommendation to Approve Ordinance Amendments Relating to Exterior Storage for Auto Repair Businesses

3/21/2024

Planning, Building, and Development Committee

Presenter: Director of Community Development and Code Enforcement Supervisor

Lead Department: Community Development

Executive Summary:

In January, staff presented an item to the PBD Committee summarizing compliance status for the new auto service and repair license requirements, which were adopted in 2022. Communication with impacted businesses, inspections, and enforcement proceeded throughout 2023 and is ongoing. Overall, significant progress has been made in resolving parking and storage violations relating to auto repair businesses. About two-thirds of the impacted businesses are in compliance with the new licensing regulations.

The January PBD meeting also included discussion about some minor modifications to the existing code language to clarify requirements specifically related to outdoor storage.

Based upon the January 2024 PBD Committee meeting discussion, staff prepared the attached code amendments. The amendments remove the definition of a "storage yard" and requirement for businesses to obtain a "storage yard permit". They provide clarification about requirements for outdoor storage which are more straight forward and clearly written; however, the only regulation change to what is permitted is that stand-alone businesses may have one (1) storage container with screening located on their property. This allowance is not proposed for multi-tenant buildings.

The proposed language clarifies that all vehicles must be parked in striped parking spaces; however, a new section is proposed that allows for an administrative exception to be granted to this requirement. Exceptions would need to be reviewed and reapproved on an annual basis. Exceptions could be granted for unique circumstances and the business would need to show how stadium/tandem parking operates efficiently on their lot.

The proposed changes require revisions to Chapter 129F (licensing) and to Chapter 154 (zoning) and therefore, a hearing by the Zoning Board of Appeals is required prior to adoption of the changes.

Recommended Action:

The Village Manager recommends the Planning, Building, and Development Committee recommend the Village Board approve amendments relating to exterior storage for auto repair businesses for Chapters 129F and Chapter 154 and refer the revisions to Chapter 154 to the Zoning Board of

Appeals for public hearing.

ATTACHMENTS:

Description	Type
▫ Proposed Code Language	Exhibit

§ 129F.01 GENERAL PROVISIONS.

(A) Scope. The requirements of this chapter shall not apply to the following businesses:

- (1) Auto repair businesses where a customer stays with the vehicle while it is being repaired for routine maintenance.
- (2) Businesses whose primary use is other auto related businesses such as auto detailing, installation of audio equipment, window tinting, etc.
- (3) Automobile dealerships that include a retail showroom and provide auto repair is an accessory use.

(B) Definitions. As used in this chapter the following terms shall mean:

AUTO BODY ESTABLISHMENTS: A business that exclusively repairs and maintains automobiles for safe driving condition. Repairs include, but are not limited to, collision service including body, frame or fender straightening or repair. repair or straightening of a motor vehicle body or frame, or painting of motor vehicles. Maintenance, service and engine repair may be performed as an ancillary function of the bodywork.

AUTO REPAIR ESTABLISHMENTS: A business that exclusively repairs and maintains automobiles for safe driving condition. Auto repairs include, but are not limited to, replacing/rebuilding engines, radiators, transmissions and auto parts or rebuilding or reconditioning of worn or damaged automobiles.

EMERGENCY REPAIRS: Minor automobile repairs that are necessary for the safe and legal driving of an automobile such as replacement of windshield wiper blades and windshield wiper fluid or the replacing of vehicle lightbulbs. Other repairs needed to transfer the vehicle into the bay are allowed.

INTERNET AUTO SALES: An automobile dealer who conducts business over the internet and does not have an outdoor display area or showroom available to the general public.

~~**STORAGE YARD:** An area on the property, enclosed by a solid fence, where parts or vehicle storage may occur.~~

(Ord. 22-068 , passed 9-13-2022)

~~§ 129F.05 STORAGE YARDS.~~

~~(A) Properties with storage yards must:~~

- ~~(1) Provide storage yard access to the village upon request;~~
- ~~(2) Provide the minimum amount of parking required per sections 154.123 and 154.124 of this Code. All spaces must be striped;~~
- ~~(3) If parking for customers/employees is located within the storage yard, gates must be open during business hours; and~~
- ~~(4) Provide a solid fence to screen the storage yard within one (1) year of adoption of this chapter.~~

~~(B) A separate permit is required for a storage yard permit.~~

~~(C) Any business not in compliance with this section on the date of its adoption shall bring the storage yard into compliance within one (1) year of adoption of this ordinance.~~

~~(Ord. 22-068 , passed 9-13-2022)~~

§ 129F.056 OFF-STREET PARKING AND CIRCULATION.

(A) Circulation in parking lots shall not be impeded and drive aisles shall not be blocked.

- (B) Vehicles must be parked in a striped parking space. ~~except when vehicle striping is not required within an approved storage yard.~~
- (C) Exception: The director of community development or designee has the authority to approve an exception to this requirement if the auto repair establishment can demonstrate a unique circumstance and illustrate why stadium/tandem parking operates efficiently on their lot. A licensee may submit an exception request in writing for consideration, articulating the reason(s) why vehicles cannot be parked in a striped parking space. If approved, the exception would expire on December 31 and must be renewed annually with the license. Any exception granted under this provision is conditioned on there being no disruption or interference with nearby businesses.

(Ord. 22-068 , passed 9-13-2022)

§ 129F.067 STREET PARKING LIMITATION.

Street parking for businesses subject to the chapter shall be limited to employee and customer parking only. Street parking shall not be used for storage of vehicles. Businesses are prohibited from parking vehicles on the street after the "custody" of the vehicle has been taken by the business.

(Ord. 22-068 , passed 9-13-2022)

§ 129F.078 SERVICE AND STORAGE.

- (A) All repair, service operations, and equipment or part storage must be performed or located within a fully enclosed building, except for the following:
- (1) Vehicle inspection or emergency repair as defined in this chapter.
 - (2) Tires to be recycled or disposed may be stored outside at the rear of a building if stored within an approved enclosure and in compliance with any other village ordinance.
 - (3) ~~Properties with approved storage yards shall be allowed to store parts or equipment within a storage yard provided that the minimum number of parking spaces required by Code is provided and drive aisles and other areas of access are not obstructed.~~ No outdoor storage of any kind including but not limited to car/auto parts or salvaged vehicles, etc. is permitted, except when stored inside an enclosed structure, such as a storage container.
 - (4) Auto repair/body establishments located in standalone buildings zoned manufacturing may have a maximum of one (1) storage container per lot. Multi-tenant properties are not eligible to have a storage container.
 - (5) Storage containers shall not exceed nine feet six inches (9'6") feet in height.
 - (6) Properties with a storage container must have an enclosed fence not less than eight (8') feet tall around the perimeter of the property
- (B) Exception: The director of community development or designee has the authority to approve an exception to this requirement when work is performed on larger vehicles that cannot access existing bays. A licensee may submit an exception request in writing for consideration, articulating the reason(s) why the work cannot be performed indoors. If approved, the exception would expire on December 31 and must be renewed annually with the license. Any exception granted under this provision is conditioned on there being no disruption or interference with nearby businesses.

(Ord. 22-068 , passed 9-13-2022)

§ 129F.089 INTERIOR WASTEWATER.

Businesses must install interior wastewater disposal/drains as determined by the director of community development or designee. All interior wastewater disposal/drains (triple basin) shall comply with the State of

Illinois Plumbing Code. A separate plumbing permit is required to install a triple basin. Any business not in compliance with this section on the date of its adoption shall bring the property into compliance within one (1) year of adoption of this ordinance.

(Ord. 22-068 , passed 9-13-2022)

§ 129F.910 SPRAY PAINTING.

Spray painting of vehicles shall be performed within an approved spray booth or spray area. Fire and building permits are required for spray booths or areas. Any business not in compliance with this section on the date of its adoption shall bring the property into compliance within one (1) year of adoption of this ordinance.

(Ord. 22-068 , passed 9-13-2022)

§ 129F.101 INTERNET AUTO SALES.

- (A) Internet auto sales business are prohibited from having any advertising inviting the general public to the business.
- (B) Internet auto sales businesses are prohibited from posting any advertisement on vehicles to be sold when such vehicles are stored outside.
- (C) Internet auto sales establishments approved after April 25, 2017, must comply with all requirements of § 154.90.08.

(Ord. 22-068 , passed 9-13-2022)

§ 129F.112 INSPECTION.

All licenses and license renewals shall be subject to periodic inspections by authorized village personnel to ensure continual compliance with the terms of this chapter, title 11, Business Regulations, and any other village codes. Businesses licensed under this chapter are subject to inspection by the village at any time.

(Ord. 22-068 , passed 9-13-2022)

§ 129F.123 ENFORCEMENT AND PENALTIES.

- (A) Business License: A business license may be revoked or suspended under the provision of chapter 110 of this title.
- (B) Maximum Fine: Any violation of this chapter shall be subject to a fine of not less than one hundred dollars (\$100.00) and not exceeding fifty thousand dollars (\$50,000.00). A separate offense shall be deemed committed upon each day during which a violation occurs or continues.

(Ord. 22-068 , passed 9-13-2022)

§ 154.64 TEMPORARY USE AND STRUCTURE REGULATIONS.

- (D) Permitted Temporary Use and Structures: Temporary uses and structures which may be allowed pursuant to this section shall include, but not be limited to, the following:
- (1) Carnivals, Zoos: Carnivals, zoos, animal exhibits, petting zoos, and animal rides may be allowed in all zoning districts.
 - (2) Circuses: Circuses may be allowed in all zoning districts.
 - (3) Christmas Trees Displayed: The display of Christmas trees may be allowed only in B-1, B4 and B-5 zoning districts or on property owned by not for profit organizations.
 - (4) Contractor's Offices; Storage Areas: Contractor's offices, equipment sheds, and trailers may be allowed in all zoning districts if required for a permitted construction project; however, temporary portable storage units shall only be permitted for existing single-family residences as provided in subsection (D)(5) below **and storage containers may be permitted for auto service uses as provided in Chapter 129F of the municipal code**. The office, shed, trailer, and/or storage area shall be removed within thirty (30) days of the completion of the construction project for which it was installed.
 - (5) Temporary Portable Storage Units: Temporary portable storage units may be allowed in residential districts under certain conditions: A temporary use permit shall be required for a temporary portable storage unit used for the storage of personal property on a limited basis in residential districts. Each such permit shall be valid for up to forty-five (45) days for on-site use of the storage unit in a residential district. A permit shall be required for portable storage units used on-site with or without association to a permitted construction project. The temporary portable storage unit shall be located on an approved paved surface, such as a parking lot or driveway. The size of the storage unit shall not exceed sixteen feet (16') feet by eight (8') feet and shall not encroach on the sidewalk, street, or other property. Storage units to be located in a common parking lot or driveway of a multifamily property shall require the written permission of the property owner or homeowners association.

§ 154.188 M-1 MANUFACTURING DISTRICT.

- (A) Purpose Statement: The M-1 manufacturing district is intended to provide development opportunities within the Village of Schaumburg for a range of manufacturing, production, processing, wholesaling, warehousing, and office uses. The regulations of this district are designed to permit the operation of industrial and ancillary uses in a clean, quiet, and unoffensive manner while simultaneously providing adequate protection for uses allowed in adjacent zoning districts. Typically, the M-1 district is situated only in those locations accessible to a major arterial roadway, and located to avoid routing industrial traffic through residential neighborhoods. In this district, outdoor storage must be completely screened and all business and industrial operations must be conducted within completely enclosed structures-**unless otherwise specified herein or in Chapter 129F of the municipal code**.
- (E) District Standards: All uses of structures and land in the M-1 manufacturing district are subject to the general standards and regulations of this chapter. In addition, all uses located in the M-1 zoning district shall be subject to the following district standards:
- (1) Operation Within an Enclosed Structure: All business, production, servicing and processing of goods shall be conducted within completely enclosed buildings unless otherwise specified. Within one hundred fifty feet (150') of the nearest point of any residential zoning district, all storage shall be in completely enclosed buildings or structures and storage located elsewhere in this district may be open to the sky, but shall be enclosed by a solid wall or fence including solid doors or gates, at least eight feet (8') high. However, the zoning board may recommend, and the village board may approve other forms of storage which do not impair the use and occupancy of surrounding property. Open off-street parking facilities for the storage of motor vehicles may be unenclosed throughout the district except

for such screening of off-street parking and loading areas as set forth in sections 154.120 through 154.127 of this chapter, or as otherwise recommended by the zoning board and approved by the village board. The following exceptions apply:

- (a) Gas stations, provided storage and display of goods shall not exceed one hundred (100) cubic feet of aggregate volume and five feet (5') in height measured from grade. No storage or display of goods shall be located within a required yard, designated parking space, nor impede pedestrian and vehicular circulation;
- (b) Products customarily used in the repair and service of motor vehicles, when stored or displayed outdoors only during hours of operation of type A gas stations;
- (c) Propane tank racks when located in accordance with all applicable codes. Said storage shall not exceed one hundred (100) cubic feet in area with a maximum height of five feet (5') as measured from grade. Propane tanks shall be stored within an approved enclosure.
- (d) **Storage containers for auto repair establishments as provided in Chapter 129F of the municipal code.**

(Ord. 163, passed 12-5-1961; Am. Ord. 376, passed 10-11-1966; Am. Ord. 426, passed 8-8-1967; Am. Ord. 688, passed 2-9-1971; Am. Ord. 755, passed 7-13-1971; Am. Ord. 1450, passed 8-9-1977; Am. Ord. 2191, passed 11-16-1982; Am. Ord. 3014, passed 7-26-1988; Am. Ord. 95-62, passed 6-13-1995; Am. Ord. 97-152, passed 12-9-1997; Am. Ord. 03-80, passed 6-24-2003; Am. Ord. 06-10, passed 1-10-2006; Am. Ord. 06-116, passed 6-13-2006; Am. Ord. 06-137, passed 7-25-2006; Am. Ord. 07-06, passed 1-9-2007; Am. Ord. 08-056, passed 4-8-2008; Am. Ord. 08-145, passed 10-28-2008; Am. Ord. 13-114, passed 11-19-2013; Am. Ord. 14-048, passed 5-13-2014; Am. Ord. 17-032, passed 4-11-2017; Am. Ord. 17-053, passed 6-13-2017; Am. Ord. 19-068, passed 8-13-2019; Am. Ord. 19-107, passed 12-10-2019; Am. Ord. 20-032, passed 5-12-2020; Am. Ord. 20-084, passed 10-13-2020; Am. Ord. 21-044, passed 4-13-2021; Am. Ord. 21-065, passed 6-8-2021; Am. Ord. 23-035, passed 4-25-2023)



**Administrative Amendment and Exception Update for February 2024 - Informational
3/21/2024**

Planning, Building, and Development Committee

Presenter: Ryan Franklin, AICP, Planning Manager
Lead Department: Community Development

Executive Summary:

The Community Development Department provides a monthly update on administrative amendments and exceptions that were approved the previous month. As stipulated in the Zoning Ordinance, administrative amendments are minor site, landscaping, or façade deviations from approved plans and are approved at the staff level. Similar to administrative amendments, administrative exceptions are approved at the staff level, and allow for minor changes to sign locations (such as a wall sign relocation from one building façade to another) or allow for an additional wall sign in lieu of a permitted ground sign for properties with frontage on expressways.

The following items were approved:

- MA2312-01 / 500 Commerce Drive / Building modifications to enlarge the windows in the lobby, eliminate four dock doors on the east elevation and replace with CMU and EIFS and storefront glazing. Four new windows are also being added to the north elevation.
- MA2402-01 / Fieldpointe TIC 1 LLC / 1700 Maple Place / Site modifications to install a 15 foot by 33 foot fenced dog run.
- MA2402-02 / Versailles on the Lake / 1024 Plum Grove Road / Facade modification to enclose the porch entrance at the clubhouse with a new storefront vestibule and brick to match existing.

Recommended Action:

Information only.