



AGENDA

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025 at 7:00 PM

Jeffrey S. Braiman Council Chambers, Village Hall
50 Raupp Blvd, Buffalo Grove, IL 60089

1. Call to Order

- a. Pledge of Allegiance
- b. Roll Call

2. Approval of Minutes

- a. Minutes of the March 17, 2025 Village Board Regular Meeting

3. Approval of Warrant

- a. Approval of Warrant #1380 (Trustee Bocek, Chris Black)

4. Village President's Report

5. Village Manager's Report

- a. Oath of Office and Badge Presentation to new Police Officer Eduardo Leon (Trustee Cesario, Brian Budds)

6. Special Business

7. Reports from Trustees

8. Consent Agenda

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

- a. O-2025-53 An Ordinance Approving an Assignment and Assumption Agreement and a Minor Amendment to the Planned Development Between SDG Dundee Development LLC, NP Buffalo, LLC and the Village of Buffalo Grove for the Bison Crossing Development (Trustee Weidenfeld, Nicole Woods)
- b. O-2025-54 Ordinance Authorizing a Development Improvement Agreement with Noah Properties for the Bison Crossing Residential Development (Trustee Stein, Kyle Johnson)
- c. O-2025-55 Ordinance Authorizing Execution of A Contract Extension With Morton Salt Inc., for Road Salt (Trustee Stein, James Warnstedt)

- d. Proclamation Recognizing Friday, April 25, 2025, as Arbor Day (President Smith, James Warnstedt)
- e. O-2025-56 Ordinance Approving an Amendment to a Special Use for a Child Care Center at 1390 Busch Parkway (Trustee Weidenfeld, Nicole Woods)
- f. R-2025-14 Resolution Approving Reallocating the 2025 Volume Cap (Trustee Weidenfeld, Nicole Woods)
- g. O-2025-57 Ordinance Authorizing the Disposal of Surplus Village Personal Property (Trustee Bocek, Chris Black)

9. Ordinances and Resolutions

- a. O-2025-58 Ordinance Authorizing an Engineering Services Agreement with Patrick Engineering Inc. (Trustee Stein, Kyle Johnson)
- b. O-2025-59 Ordinance Authorizing an Engineering Services Agreement with Christopher B. Burke Engineering Ltd. (Trustee Stein, Kyle Johnson, Molly Gillespie)
- c. O-2025-60 Ordinance Approving Changes to Village Code Regarding Tobacco Licenses and Sale of Prohibited Products (Trustee Weidenfeld, Brian Budds)
- d. O-2025-61 Ordinance Implementing a Municipal Grocery Retailers Occupation Tax and Municipal Grocery Service Occupation Tax. (Trustee Bocek, Chris Black)

10. Unfinished Business

11. New Business

12. Public Comment

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

13. Executive Session

- a. Executive Session - Section 2(C)(11) of the Illinois Open Meetings Act: Litigation, When an Action Against, Affecting or on Behalf of the Particular Public Body Has Been Filed and is Pending Before a Court or Administrative Tribunal, or When the Public Body Finds that an Action is Probable or Imminent, in Which Case the Basis for the Finding Shall be Recorded and Entered into the Minutes of the Closed Meeting.
- b. Executive Session - Section 2(C)(2) of the Illinois Open Meetings Act: Collective Negotiating Matters Between the Public Body and Its Employees or Their

Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees.

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

14. Adjournment

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

The Village of Buffalo Grove, in compliance with the Americans with Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the ADA Coordinator at 847-459-2500 to allow the Village to make reasonable accommodations for those persons.





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025

AGENDA ITEM 2.a.

Minutes of the March 17, 2025 Village Board Regular Meeting

Contacts

Liaison: Clerk Sirabian

Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the minutes of the March 17, 2025 Village Board Regular Meeting.

Summary

N/A

Strategic Alignment

Guiding Principle

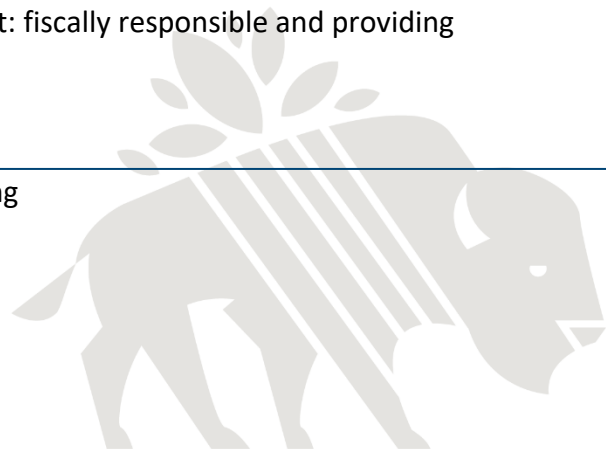
Principle 2: Outstanding Village Services

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. Draft Minutes - 03/17/2025 Regular Meeting



**MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN
COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS
MONDAY, MARCH 17, 2025**

CALL TO ORDER

President Smith called the meeting to order at 7:00 P.M. Those present stood and pledged allegiance to the Flag.

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Tyler Grace, Assistant Village Manager/Administrative Services; Jim Warnstedt, Deputy Director of Public Works; Kyle Johnson, Deputy Public Works Director/Village Engineer; Briget Schwab, Assistant Village Engineer; Tom Wisniewski, Buyer; Katie Golbach, Director of Human Resources; Chris Black, Director of Finance; Nicole Woods, Director of Community Development; Molly Gillespie, Communications Director; Deputy Fire Chief Collins; and Police Chief Budds.

APPROVAL OF MINUTES

Moved by Weidenfeld, seconded by Ottenheimer, to approve the minutes of the February 18, 2025, Regular Meeting. Upon roll call, Trustees voted as follows:

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

Moved by Ottenheimer, seconded by Johnson, to approve the minutes of the March 3, 2025, Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

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

WARRANT #1379

Mr. Black read Warrant #1379, after which he answered questions from the Board. Moved by Bocek, seconded by Weidenfeld, to approve Warrant #1379 in the amount of \$6,906,342.67 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

VILLAGE PRESIDENT'S REPORT

President Smith commented on the recent property damage at the site of our new **Tesla** dealership, noting that this is completely unacceptable, will not be tolerated in Buffalo Grove, and must be condemned in the strongest terms. This type of action tarnishes the reputation of our community, and the Buffalo Grove Police Department is committed to finding the perpetrators and bringing them to justice. President Smith urged residents to remain vigilant and report suspicious activity to the Buffalo Grove Police Department. By working together, we can prevent future incidents and protect our local businesses. When businesses suffer from vandalism it affects our

entire community, and he urged residents to reaffirm our commitment to maintaining a safe, respectful and law-abiding community. Vandalism has no place in our community and we all must do everything in our power to stop it.

VILLAGE MANAGER'S REPORT

Deputy Chief Collins reviewed the credentials and accomplishments of **Lieutenant Jay Huh**. Board of Fire and Police Commission Chair McKee administered the Oath of Office to Lieutenant Huh, after which he had his badge pinned on by his wife as he was congratulated by the audience and the Board. Lieutenant Huh thanked the Buffalo Grove Fire Department for this honor, as well as the Board and his family and colleagues who are here with him tonight.

TRUSTEE REPORTS

The Village Clerk reminded residents that our **Consolidated Election** takes place on April 1, 2025, noting that this election directly deals with our daily lives and is just as important as state and national elections. Early voting began today, and there are municipal, park, library and township positions on the ballot.

CONSENT AGENDA

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

Ordinance No. 2025-31- Development Improvement Agreement

Motion to pass Ordinance No. 2025-31 authorizing a Development Improvement Agreement with District 214 for the Athletic Field Renovations Phase 2.

Ordinance No. 2025-32 - Certificate of Initial Acceptance

Motion to pass Ordinance No. 2025-32 authorizing the Certificate of Initial Acceptance for Driven Car Wash.

Ordinance No. 2025-33 - Certificate of Initial Acceptance

Motion to pass Ordinance No. 2025-33 authorizing the Certificate of Initial Acceptance for Lazy Dog.

Ordinance No. 2025-34 - 2025 Cracksealing Project

Motion to pass Ordinance No. 2025-34 authorizing a contract with SKC Construction, Inc for the 2025 Cracksealing Project.

Ordinance No. 2025-35 - 2025 Parking Lot Improvements Project

Motion to pass Ordinance No. 2025-35 authorizing a Contract with Denler, Inc. for the 2025 Parking Lot Improvements Project.

Ordinance No. 2025-36 - Temporary Fire Station

Motion to pass Ordinance No. 2025-36 amending Title 10 of the Village Code to Prohibit Parking on Raupp Boulevard at the Temporary Fire Station.

Ordinance No. 2025-37 - 2025 Paving Marking Project

Motion to pass Ordinance No. 2025-37 authorizing a contract with HighStar Traffic for the 2025 Paving Marking Project.

Ordinance No. 2025-38 - Disposal of Surplus Property

Motion to pass Ordinance No. 2025-38 authorizing the Disposal of Surplus Property.

Ordinance No. 2025-39 - Child Home Daycare

Motion to pass Ordinance No. 2025-39 approving a Special Use for a Child Home Daycare at 456 Chicory.

Ordinance No. 2025-40 - Fire Station 25

Motion to pass Ordinance No. 2025-40 accepting a bid and authorizing Fredrick Quinn Corporation to execute a contract with Break Through Enterprises for the Demolition of the existing Fire Station 25.

Ordinance No. 2025-41 - 2021 Illinois Energy Conservation Code

Motion to pass Ordinance No. 2025-41 amending Chapter 15.14 of the Village Code as it relates to adopting the 2021 Illinois Energy Conservation Code.

Ordinance No. 2025-42 – Disposal and Sale of Surplus Property

Motion to pass Ordinance No. 2025-42 authorizing the Disposal and Sale of Surplus Property.

Ordinance No. 2025-43 - 2025 Sidewalk Cutting Project

Motion to pass Ordinance No. 2025-43 authorizing a contract with ASTI Sawing, Inc. for the 2025 Sidewalk Cutting project.

Ordinance No. 2025-44 - 2025 Pavement Rejuvenation Project

Motion to pass Ordinance No. 2025-44 authorizing a contract with Corrective Asphalt Materials for the 2025 Pavement Rejuvenation Project.

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

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2045-28 – GENERAL OBLIGATION BONDS

Moved by Bocek, seconded by Cesario, to pass Ordinance No. 2025-45 providing for the issuance of approximately \$26,000,000.00 General Obligation Bonds, Series 2025, of the Village of Buffalo Grove, Lake and Cook Counties, Illinois, to finance capital improvements in and for the Village including but not limited to construction of new fire stations and street improvements, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

At the request of his employer, Trustee Stein recused himself from participation in the proposed ordinance.

Mr. Black reviewed the proposed ordinance, details of which are contained in his memo of March 17, 2025, to Mr. Bragg, after which he answered questions from the Board. A representative from Speer Financial reviewed today's Bond Sale.

Upon roll call, Trustees voted as follows:

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

RESOLUTION NO. 2025-13 – DECLARATION OF TRUST

Moved by Bocek, seconded by Weidenfeld, to pass Resolution No. 2025-13 approving the Declaration of Trust of the Illinois Trust and authorizing the execution thereof and authorizing certain officials to act on behalf of the Village of Buffalo Grove.

Mr. Black reviewed the proposed resolution, details of which are contained in his memo of March 11, 2025, to Mr. Bragg, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2025-46 – CLOVE PARK

Moved by Weidenfeld, seconded by Johnson, to pass Ordinance No. 2025-46 authorizing a contract with Wallace Robert & Todd, LLC for Clove Park Concept Design Services in accordance with materials contained in Board packets and Village Attorney approval where required.

Ms. Woods reviewed the proposed ordinance, details of which are contained in her memo to Mr. Bragg of January 30, 2025, after which she answered questions from the Board.

A resident spoke, raising her concern about the cost of the proposed park with taxes being so high at this time. Several Trustees responded to her concerns, noting that the Board carefully reviews how every tax dollar is spent and emphasizing the positive aspects that this park will have for all of our residents.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2025-47 – PAVEMENT PATCHING

Moved by Stein, seconded by Weidenfeld, to pass Ordinance No. 2025-47 authorizing a contract with Builders Paving, LLC for the 2025 Pavement Patching project in accordance with materials contained in Board packets and pending final review by the Village Attorney.

Mr. Johnson reviewed the proposed ordinance, details of which are contained in the Agenda Item Summary that he prepared.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2025-48 – SIDEWALK REPLACEMENT

Moved by Stein, seconded by Ottenheimer, to pass Ordinance No. 2025-48 authorizing the execution of a contract with Globe Construction, Inc. for the 2025 Sidewalk Replacement project at a price not to exceed \$342,903.00 with a contingency fund to be created and controlled by the Village in the amount of \$31,174.00 (10% of the project cost) in accordance with materials contained in Board packets and pending review and approval of the Village Attorney.

Ms. Schwab reviewed the proposed ordinance, details of which are contained in the Agenda Item Summary that she prepared.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2025-49 – STREETLIGHT MAINTENANCE

Moved by Stein, seconded by Johnson, to pass Ordinance No. 2025-49 authorizing the execution of a contract with Integral Power Atlantic, LLC for streetlight maintenance in an amount not to exceed \$308,208.05 per year pending review and approval of the Village Attorney.

Mr. Warnstedt reviewed the proposed ordinance, details of which are contained in the Agenda Item Summary that he prepared.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2025-50 – FLEET VEHICLE

Moved by Stein, seconded by Cesario, to pass Ordinance No. 2025-50 authorizing the purchase of one 2025 Peterbilt 567 Dump Truck from JX Truck Center in an amount not to exceed \$231,413.14 in accordance with materials contained in Board packets and subject to final review and approval by the Village Attorney.

Mr. Warnstedt reviewed the proposed ordinance, details of which are contained in the Agenda Item Summary that he prepared.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2025-51 – FLEET VEHICLE

Moved by Stein, seconded by Johnson, to pass Ordinance No. 2025-51 authorizing the purchase of one 2025 Ford F-600 Dump Truck from Bonnell Industries, Inc. in an amount not to exceed \$197,376.05 in accordance with materials contained in Board packets and subject to final review and approval by the Village Attorney.

Mr. Warnstedt reviewed the proposed ordinance, details of which are contained in the Agenda Item Summary that he prepared, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2025-52 – WATER PURCHASE

Moved by Stein, seconded by Weidenfeld, to pass Ordinance No. 2025-52 authorizing the Village Manager to enter into a Water Purchase and Sale Contract with the Village of Long Grove in accordance with materials contained in Board packets and subject to final review and approval by the Village Attorney.

Mr. Skibbe reviewed the proposed ordinance, details of which are contained in the Agenda Item Summary that he prepared, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld

NAYS: 0 – None

Motion declared carried.

NEW BUSINESS

Ms. Woods introduced the pre-application discussion for Dream Clean Car Wash Development at 1355 W. Dundee Road, details of which are contained in the memo that she and Ms. Purvis sent to Mr. Bragg on March 17, 2025.

Referring to a PowerPoint presentation, Craig S. Krandel, attorney representing Dream Car Wash, presented an overview of the project and their goal to be an asset to our community. Mitch Zaveduk - Director of Development, Dream Clean Car Wash, reviewed the site plan, the aesthetics and the traffic flow of the site. Edward F. Kurzeja, Vice President, ARCHAMERICA, Inc., reviewed the water reclamation aspect of the project. All three gentlemen then answered questions from the Board.

Moved by Cesario, seconded by Ottenheimer, to refer the Dream Clean Car Wash Development at 1355 W. Dundee Road to the Planning & Zoning Commission for review. Upon roll call, Trustees voted as follows:

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld

NAYS: 0 – None

Motion declared carried.

PUBLIC COMMENT

President Smith reviewed the parameters to be followed by speakers and asked if there were any questions from the audience on items not on tonight's agenda.

A resident, who is a senior citizen, commented on her water and tax bills; she asked how long the Fixed Facility Fee will be on her water bill; she also commented on the size of Stevenson High School and how much that facility costs. Mr. Bragg reviewed the reasons for the Fixed Facility Fee and how it is needed to maintain our water infrastructure to ensure a safe water supply. President Smith explained that, although the school districts are an integral part of our community, they are a completely different entity than the Village and that her concerns should be directed to the school boards, as they are the ones that control that portion of the tax bill. Board members assured her that Buffalo Grove does everything possible to be sure that resident tax dollars are spent prudently, and that the Village portion of the tax bill has had a 0% increase over the past six years.

ADJOURNMENT

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

AYES: 6 – Johnson, Cesario, Ottenheimer, Stein, Bocek, Weidenfeld

NAYS: 0 – None

Motion declared carried.

The meeting was adjourned at 8:43 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 21st DAY OF April 2025

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025

AGENDA ITEM 3.a. Approval of Warrant #1380

Contacts

Liaison: Trustee Bocek

Staff: Chris Black

Staff Recommendation

Staff recommends

Recommended Motion

I move to approve Warrant #1380 in an amount of \$7,045,827.16

Summary

Warrant #1380 in an amount of \$7,045,827.16

Strategic Alignment

Guiding Principle

N/A

Goal

N/A

File Attachments

1. Summary Warrant 1380



VILLAGE OF BUFFALO GROVE WARRANT #1380
21-Apr-25

General Fund:	807,580.92
Parking Lot Fund:	296.26
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	0.00
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	243,999.86
Capital Projects-Vehicles/Equipment:	538,227.14
Capital Projects-Streets:	629,795.69
Retiree Health Savings (RHS):	0.00
Water Fund:	1,843,320.84
Buffalo Grove Golf Fund:	50,084.84
Arboretum Golf Fund:	183,832.53
Refuse Service Fund:	76,856.00
Information Technology Internal Service Fund:	181,873.53
Central Garage Internal Service Fund:	91,658.96
Building Maintenance Internal Service Fund:	127,615.10
	<u>4,775,141.67</u>
PAYROLL PERIOD ENDING 03/23/2025	1,140,890.20
PAYROLL PERIOD ENDING 04/06/2025	1,129,795.29
TOTAL WARRANT #1380	<u><u>7,045,827.16</u></u>

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

Village Clerk

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025

AGENDA ITEM 5.a.

Oath of Office and Badge Presentation to new Police Officer Eduardo Leon

Contacts

Liaison: Trustee Cesario

Staff: Brian Budds

Staff Recommendation

Staff recommends presentation.

Recommended Motion

Staff recommends approval.

Summary

Officer Eduardo Leon will receive his Oath of Office and will be presented with his badge.

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

None



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025

AGENDA ITEM 8.a. O-2025-53

An Ordinance Approving an Assignment and Assumption Agreement and a Minor Amendment to the Planned Development Between SDG Dundee Development LLC, NP Buffalo, LLC and the Village of Buffalo Grove for the Bison Crossing Development

Contacts

Liaison: Trustee Weidenfeld

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an Ordinance Approving an Assignment and Assumption Agreement and a Minor Amendment to the Planned Development Between SDG Dundee Development LLC, NP Buffalo, LLC and the Village of Buffalo Grove for the Bison Crossing Development, subject to the final review and approval by the Village Attorney.

Summary

Recommendation

Staff recommends that the Village Board approve an Ordinance granting approval of an Assignment and Assumption of the Bison Crossing Redevelopment Agreement and a Minor Amendment to the Planned Unit Development for the residential component of the Bison Crossing development (Lot 3) located at 915-945 Dundee Road., subject to the final review and approval of the Village Attorney.

Background

On December 4, 2023 the Village Board approved Ordinance No. 2023-167 granting approval of a Planned Development for the Bison Crossing Development which included a Tesla Sales, Service and Delivery Center (Lot 1), commercial outlot buildings (Lot 2), and a 4-story multi-family residential building (Lot 3). Subsequently, the Village Board approved Ordinance No. 2024-12 on January 16, 2024, approving a Redevelopment Agreement between SDG Dundee Development LLC (Shorewood Development Group) and the Village. In both Ordinances, the residential developer is identified as Double Eagle Development LLC. Shorewood has found a new partner, Noah Properties, to construct the residential portion of the project. Noah Properties is proposing to construct the project as it was approved.

Noah Properties is the contract purchaser of Lot 3 of the Bison Crossing development site and anticipates closing on the property within 30-60 days. The Assignment and Assumption Agreement and Minor Amendment to the Planned Unit Development will ensure that Noah Properties remains responsible for all conditions of approval set forth in the Ordinances. Should Noah not close, the assignment would become null and void.

The attached agreement has been reviewed by the Village Attorney and ensures that Noah Properties will assume all obligations of the residential development outlined in the Ordinances.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Principle 7: Builds Our Community

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. 2. Assignment and Assumption Ordinance
2. Final Draft Assignment Agreement 4.17.25
3. VBG Letter Noah SDG
4. 2025-04-16 - Plan Set





ORDINANCE 2025-xxx

AN ORDINANCE APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT AND A MINOR AMENDMENT TO THE PLANNED DEVELOPMENT BETWEEN SDG DUNDEE DEVELOPMENT LLC, NP BUFFALO, LLC AND THE VILLAGE OF BUFFALO GROVE RELATED TO LOT 3 OF THE BISON CROSSING DEVELOPMENT AT 915-945 DUNDEE ROAD

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

WHEREAS the real property (“Property”) located at 915-945 Dundee Road, IL is improved with a Tesla Sales, Service and Delivery Center (Lot 1), while Lots 2 and 3 remain unimproved; the subject property is located in the B-3 Planned Business Center District (Lot 1 and 2) and the R-9 Multi-Family Dwelling District (Lot 3), and is hereinafter legally described in Exhibit A; and

WHEREAS, in 2023, the Village Board approved Ordinance No. 2023-167 granting approval of a Planned Development for the Bison Crossing Development which included a Tesla Sales, Service and Delivery Center (Lot 1), commercial outlot buildings (Lot 2), and a 4-story multi-family residential building (Lot 3); and

WHEREAS, in 2024, the Village Board approved Ordinance No. 2024-12 granting approval of a Redevelopment Agreement between the Village and SDG Dundee Development LLC (“Shorewood”) for the Bison Crossing development; and

WHEREAS, in both Ordinances, the residential developer is identified as Double Eagle Development LLC (“Double Eagle”); and

WHEREAS, Shorewood has partnered with a new residential developer, NP Buffalo, LLC (“Noah Properties”), to complete the construction of the 4-story, multi-family residential building on Lot 3 of the Bison Crossing development site; and

WHEREAS, Noah Properties will acquire Lot 3 following approval of the Assignment; and

WHEREAS, Noah Properties will assume all obligations outlined in the Redevelopment Agreement and subject to the terms and conditions outlined in the Assignment attached as Exhibit B; and

WHEREAS, Noah Properties will be constructing the project in substantial compliance with the plans and conditions approved as part of Ordinance No. 2023 -167 and the conditions therein; and

WHEREAS the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested Assignment and Assumption of the Redevelopment Agreement and the Minor Amendment to the Bison Crossing Planned Development are reasonable and will serve the best interests of the Village; and

WHEREAS, the proposed development shall be constructed in accordance with and pursuant to the following exhibits:

- | | |
|-----------|--|
| EXHIBIT A | Legal Description of the Property |
| EXHIBIT B | Assignment and Assumption Agreement |
| EXHIBIT C | Revised Plan Set with Update to Title Block Showing Noah Properties as the Residential Developer |

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

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

SECTION 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving an Assignment and Assumption of the Redevelopment Agreement and a Minor Amendment to the Bison Crossing Planned Development to allow Noah Properties to develop the multi-family residential project on Lot 3 of the subject property located at 915-945 Dundee Road subject to the following conditions:

1. The Assignment and Assumption Agreement shall be subject to the final review and approval of the Village Attorney;
2. The project shall be constructed in substantial compliance with the plans approved as part of Ordinance No. 2023 -167 and the conditions therein.

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

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

AYES:	_____
NAYES:	_____
ABSENT:	_____
PASSED:	_____, 2025
APPROVED:	_____, 2025
PUBLISHED:	_____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

EXHIBIT A

Legal Description

Bison Crossing Development Site

SUBJECT PROPERTY COMMON ADDRESS: 915-945 Dundee Road

LEGAL DESCRIPTION:

PARCEL 1:

LOT 1 IN THE RESUBDIVISION RECORDED JANUARY 31, 1980 AS DOCUMENT 25344703, BEING A RESUBDIVISION OF LOT 1 IN GRAND SPAULDING DODGE SUBDIVISION RECORDED DECEMBER 17, 1976 AS DOCUMENT 23752075, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN CHRYSLER REALTY SUBDIVISION, A RESUBDIVISION OF PART OF AN UNNUMBERED LOT IN GRAND SPAULDING DODGE SUBDIVISION, RECORDED MAY 25, 1988 AS DOCUMENT NUMBER 88224282, IN THE WEST 1/2 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BUFFALO GROVE, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 2 IN THE RESUBDIVISION RECORDED JANUARY 31, 1980 AS DOCUMENT 25344703, BEING A RESUBDIVISION OF LOT 1 IN GRAND SPAULDING DODGE SUBDIVISION, RECORDED DECEMBER 17, 1976 AS DOCUMENT 23752075, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A ONE INCH OUTSIDE DIAMETER IRON PIPE MARKING THE NORTHEAST CORNER OF LOT 1 IN CHRYSLER REALTY SUBDIVISION, A SUBDIVISION RECORDED MAY 25, 1988 AS DOCUMENT NUMBER 88224282; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 1 AS MONUMENTED, BEING A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 430.00 FEET, A CHORD BEARING OF NORTH 84 DEGREES 55 MINUTES 06 SECONDS WEST, A CHORD LENGTH OF 429.89 FEET, AN ARC LENGTH OF 450.17 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAID NORTHWEST CORNER BEING ON THE EASTERLY LINE OF OLD ARLINGTON HEIGHTS ROAD AS DEDICATED BY DOCUMENT

21043975; THENCE NORTH 02 DEGREES 44 MINUTES 55 SECONDS EAST ALONG SAID EASTERLY LINE, 507.47 FEET TO THE SOUTH LINE OF EAST DUNDEE ROAD AS DEDICATED BY DOCUMENT 21043975; THENCE SOUTH 89 DEGREES 36 MINUTES 43 SECONDS EAST ALONG SAID SOUTH LINE, 402.65 FEET TO THE NORTHWEST CORNER OF LOT 1 IN THE RESUBDIVISION OF LOT 1 IN GRAND-SPAULDING DODGE, ACCORDING TO SAID PLAT OF RESUBDIVISION RECORDED JANUARY 31, 1980 AS DOCUMENT 25344703; THENCE SOUTH 00 DEGREES 07 MINUTES 47 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 542.24 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PINS: 03-08-101-020, 03-08-101-021, 03-08-101-025, & 03-08-101-028

DRAFT

EXHIBIT B

Assignment and Assumption Agreement
Noah Properties Residential Development
915-945 Dundee Road

DRAFT

EXHIBIT C

Revised Plan Set

**Noah Properties Residential Development
915-945 Dundee Road**

DRAFT

DRAFT

Prepared By:
Patrick T. Brankin
Schain, Banks, Kenny & Schwartz, Ltd.
70 W. Madison St., Ste. 5400
Chicago, IL 60602

**ASSIGNMENT AND ASSUMPTION OF PORTIONS OF A
REDEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF PORTIONS OF A REDEVELOPMENT AGREEMENT ("Assignment"), is made and entered into as of the 21st day of April, 2025, by and among the **VILLAGE OF BUFFALO GROVE, ILLINOIS**, an Illinois municipal home rule corporation, located in Cook and Lake County, Illinois (the "**Village**"), **SDG Dundee Development LLC**, an Illinois limited liability company or its assigns ("**Developer**") and **NP Buffalo, LLC**, an Illinois limited liability company who is contract purchaser of the Residential Parcel. Village and Developer are the parties to that certain Redevelopment Agreement ("Agreement") entered into by and between them on or about January 16th, 2024. Capitalized terms in this Amendment shall have the meaning ascribed to them in the Agreement.

RECITALS

WHEREAS, the Village and Developer entered into the Agreement for the purposes of development of the Project; and

WHEREAS, it was contemplated that Developer would assign the Residential Project to another developer for completion of that portion of the overall Project; and

WHEREAS, Article Four of the Agreement set forth the intent to utilize Double Eagle Development LLC, as the assignee of the Residential Project and further allowed for the assignment of such obligations to parties other than Double Eagle with Village approval which was not to be unreasonably withheld; and

WHEREAS, the Developer has notified the Village that Double Eagle will not be pursuing the Residential Project, and that Developer wishes to instead assign the Residential Project to NP Buffalo, LLC; and

WHEREAS, the Developer has also notified the Village that it no longer intends to assign the Subordinate Developer Note; and

WHEREAS, the Village believes that it is in the best interests of the Project and of the Village to approve the assignment of the Residential Project to NP Buffalo, LLC such that it shall assume all of the rights and obligations originally contemplated to have been assumed by Double Eagle Development, LLC, other than assignment of the Subordinate Developer Note, pursuant to Article Four of the Agreement.

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

1. The foregoing recitals are incorporated herein by reference and made a part hereof.
2. The Village hereby approves the Assignment of the Residential Project and conveyance of some or all of the Property all as set forth in Article Four to NP Buffalo, LLC, replacing Double Eagle Development, LLC, effective upon approval and execution by the Village.
3. NP Buffalo, LLC shall have the same rights and obligations under the Agreement, as well as the Planned Development Ordinance 2023-167, as were contemplated for Double Eagle Development except for assignment of the Subordinate Developer Note which shall remain in the control of Developer,.
4. It is fully intended, acknowledged and agreed to that the Village be and hereby is a third-party beneficiary of this Assignment and shall be entitled to and may enforce the terms, covenants and conditions contained herein as each may apply to the Village.
5. NP Buffalo, LLC shall substantially comply with the plans and conditions in both the Agreement and Planned Development Ordinance 2023-167.
6. This Assignment shall not affect the duties, rights, and obligations of SDG Dundee Development, LLC, as set forth in the Agreement which shall, in all other respects, remain unchanged.
7. The Parties agree that any such other and further action necessary to affect the approved assignment shall be taken accordingly.
8. This Amendment may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.
9. Each of the Parties hereto hereby represent and warrant that the person signing this Assignment is duly authorized to execute and deliver this Assignment on behalf of such Party, and that this Amendment is binding upon the party.
10. This Assignment shall be null and void and of no force and effect, without any further action of the Village needed, unless within 60 days of Village approval of this Assignment, NP Buffalo, LLC provides the Village Manager with proof of ownership of the Residential Parcel, as defined in the Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Assignment to be executed on or as of the day and year first above written.

VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation

By: _____

Name: _____

Title: _____

SDG Dundee Development, LLC, an Illinois Limited Liability Company

By: _____

Name: _____

Title: _____

NP Buffalo, LLC, an Illinois Limited Liability Company

By: _____

Name: _____

Title: _____

April 16, 2025

Mr. Chris Stilling
Director of Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089 □

Re: Bison Crossing – 224-Unit Multifamily Development

Dear Mr. Stilling,

We are pleased to reaffirm our commitment to the Bison Crossing project, a transformative mixed-use development at the intersection of Dundee Road and Old Arlington Heights Road. This initiative includes a 224-unit luxury multifamily residential component, a 50,000-square-foot Tesla Service, Sales & Delivery Center, and a 5-acre retail center, all designed to revitalize the former Rohrman auto dealership site. □

As you know, Shorewood has an extensive history with 22 retail projects in the Chicago suburbs. The Woodmans-anchored development at Milwaukee and Deerfield and the recent opening of the Tesla Sales, Service, and Delivery Center on Dundee Rd are two significant projects in the Village. Bison Crossing has come to life with the Shorewood Ownership, and we want to build on that success. Over the last few months, we have begun working with Noah Properties on the multifamily part of our project. They are taking over the exact plans and vision of Double Eagle and will start construction immediately. Noah Properties is a vertically integrated, Chicago-based builder and developer of high end residential.

Noah Properties is a Chicago-based real estate development firm with over 25 years of experience delivering high-quality residential and mixed-use projects throughout the metropolitan area.

As a vertically integrated developer, we have successfully entitled, financed, constructed, and leased numerous projects in collaboration with municipalities across the region. We have assembled an experienced team of architects, engineers, and consultants to support this

860 Milwaukee Ave, Suite 100
Buffalo Grove, IL 60089
O: 224 588 5555
ShorewoodDevelopmentGroup.com

Development, and we are well-versed in navigating the municipal approval process, including Planning, Zoning, and TIF Redevelopment Agreements.

Notable examples of our recent and ongoing developments include:

- **River Grove Station** – 163-unit mixed-use Transit-Oriented Development (TIF), River Grove, IL
- **The Grove** – 367-unit multifamily development including apartments, townhomes, and active adult housing (TIF), River Grove, IL
- **North Oak Lofts** – 237-unit multifamily Transit-Oriented Development, Chicago, IL
- **Prospect Place** – 82-unit mixed-use Transit-Oriented Development (TIF), Mt. Prospect, IL
- **Lakeland Lofts** – 90-unit multifamily development, Bloomingdale, IL
- **Block Belmont** – 54-unit multifamily development, Chicago, IL
- **The Avondale Residences** – 52-unit luxury rental townhomes, Chicago, IL
- **Roselle Station** – 72-unit multifamily Transit-Oriented Development, Roselle, IL
- **Novu Apartments** – 180-unit multifamily development, Niles, IL

We would like to confirm that no changes are proposed to the previously approved Bison Crossing drawings. We remain fully committed to adhering to all conditions and plans as part of the original approval, ensuring the project's alignment with the Village's vision and standards. □

We appreciate the Village of Buffalo Grove's continued support and collaboration. Should you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

Louis Schriber III

Founder / President

Shorewood Development Group

860 N Milwaukee Ave, Suite 100

Buffalo Grove, IL 60089

shorewooddevelopmentgroup.com

Bart Przyjemski

Founder

860 Milwaukee Ave, Suite 100
Buffalo Grove, IL 60089
O: 224 588 5555
ShorewoodDevelopmentGroup.com

Noah Properties
3901 25th Avenue
Schiller Park, IL 60176
noahchicago.com

Please let me know if you need this letter in a different format or have any additional requests.

LEGEND

GARAGES

BACK OF HOUSE (MECH. / ELEC.)

AMENITY

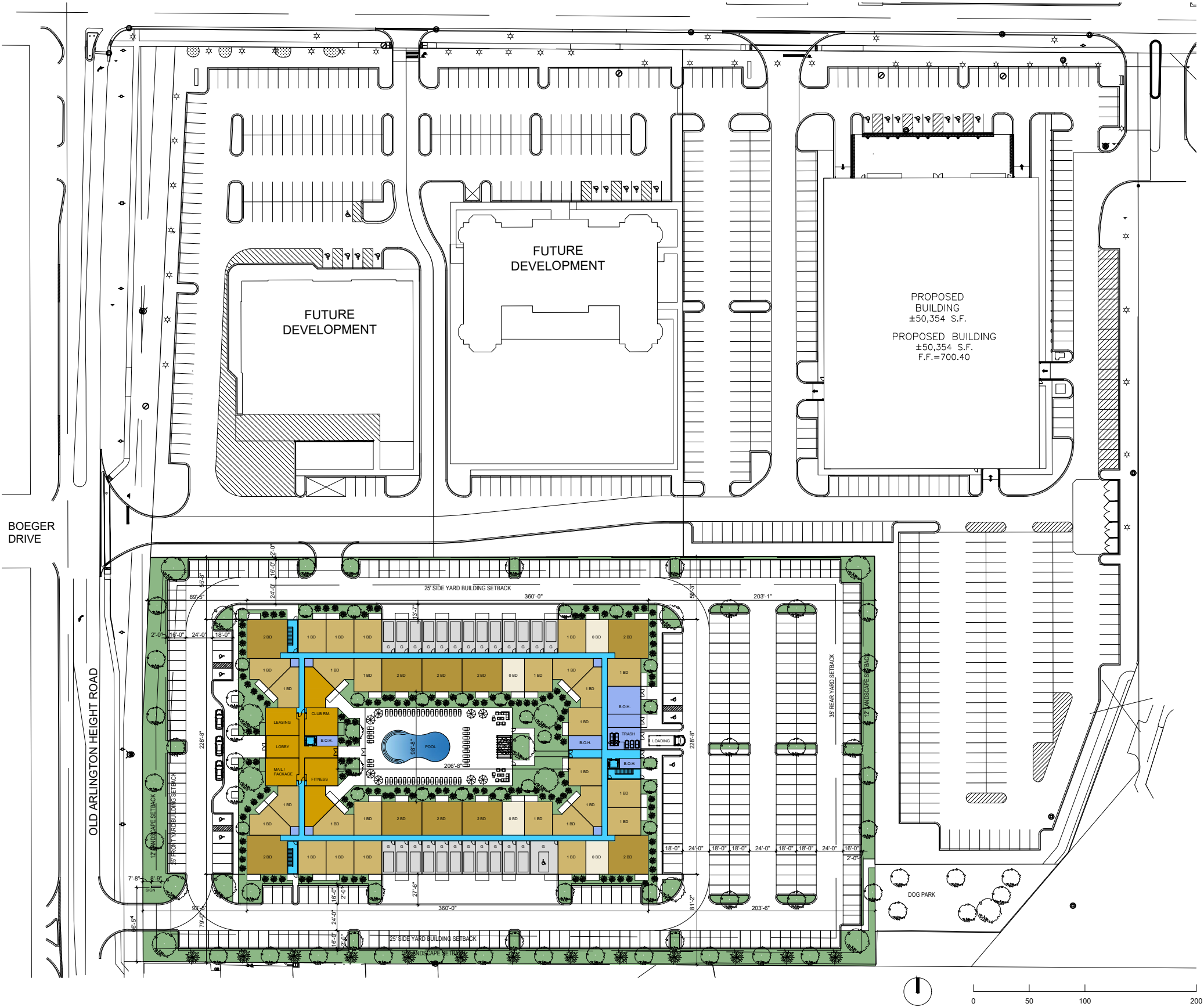
CIRCULATION (HORIZ. / VERT.)

UNIT - STUDIOS

UNIT - 1 BD RM

UNIT - 2 BD RM

LANDSCAPE



Architecture + Planning
 605 N Michigan Ave,
 Suite #350
 Chicago, IL 60611
 312.549.4900
 ktgy.com

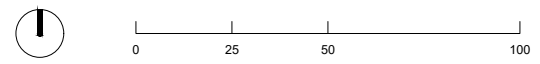
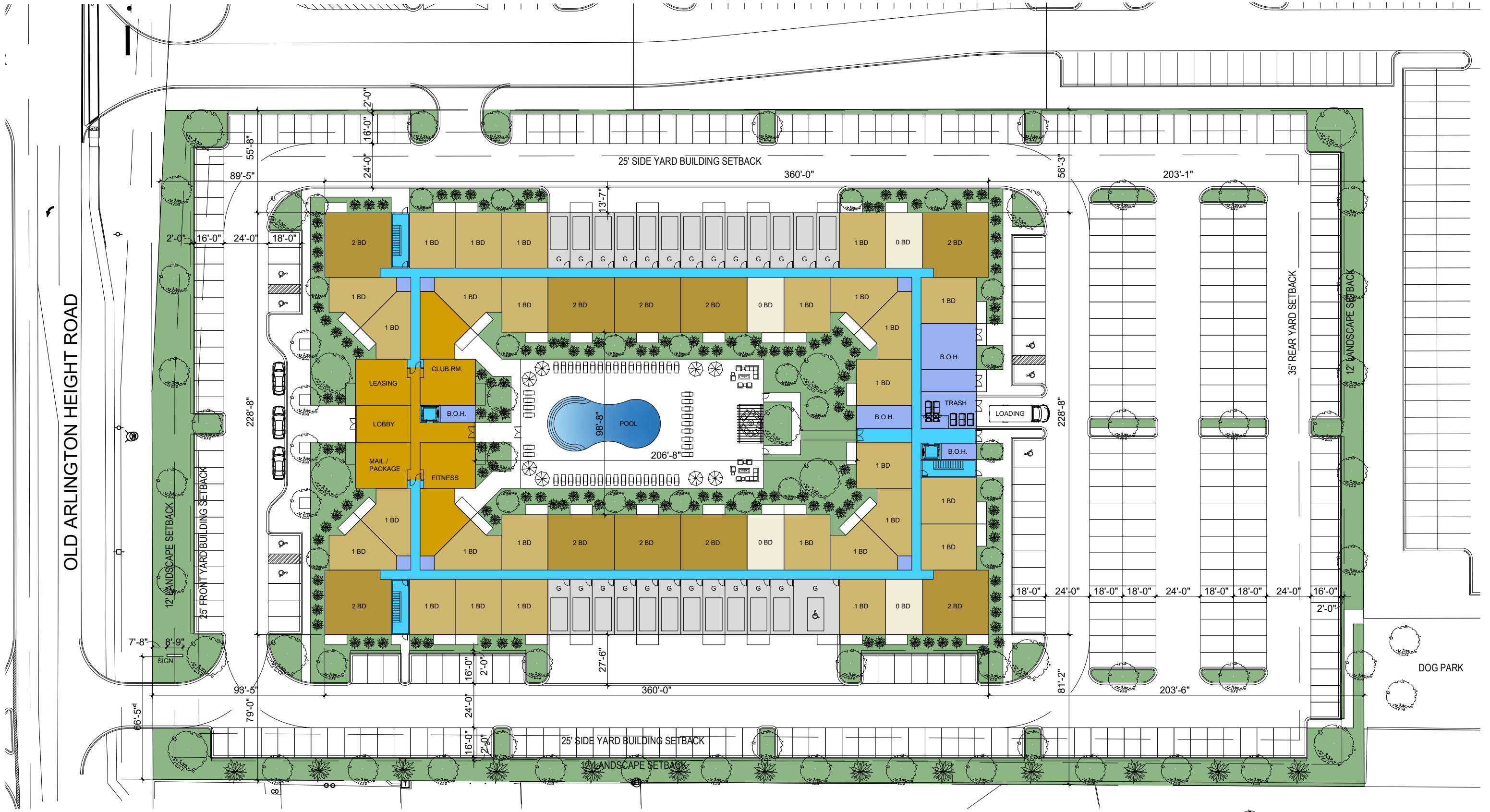


BUFFALO GROVE
 BUFFALO GROVE, IL # 2025-0169

SD PLANS
 APRIL 16, 2025

OVERALL SITE & GROUND FLOOR PLAN

A1.0



Architecture + Planning
 605 N Michigan Ave,
 Suite #350
 Chicago, IL 60611
 312.549.4900
 ktgy.com

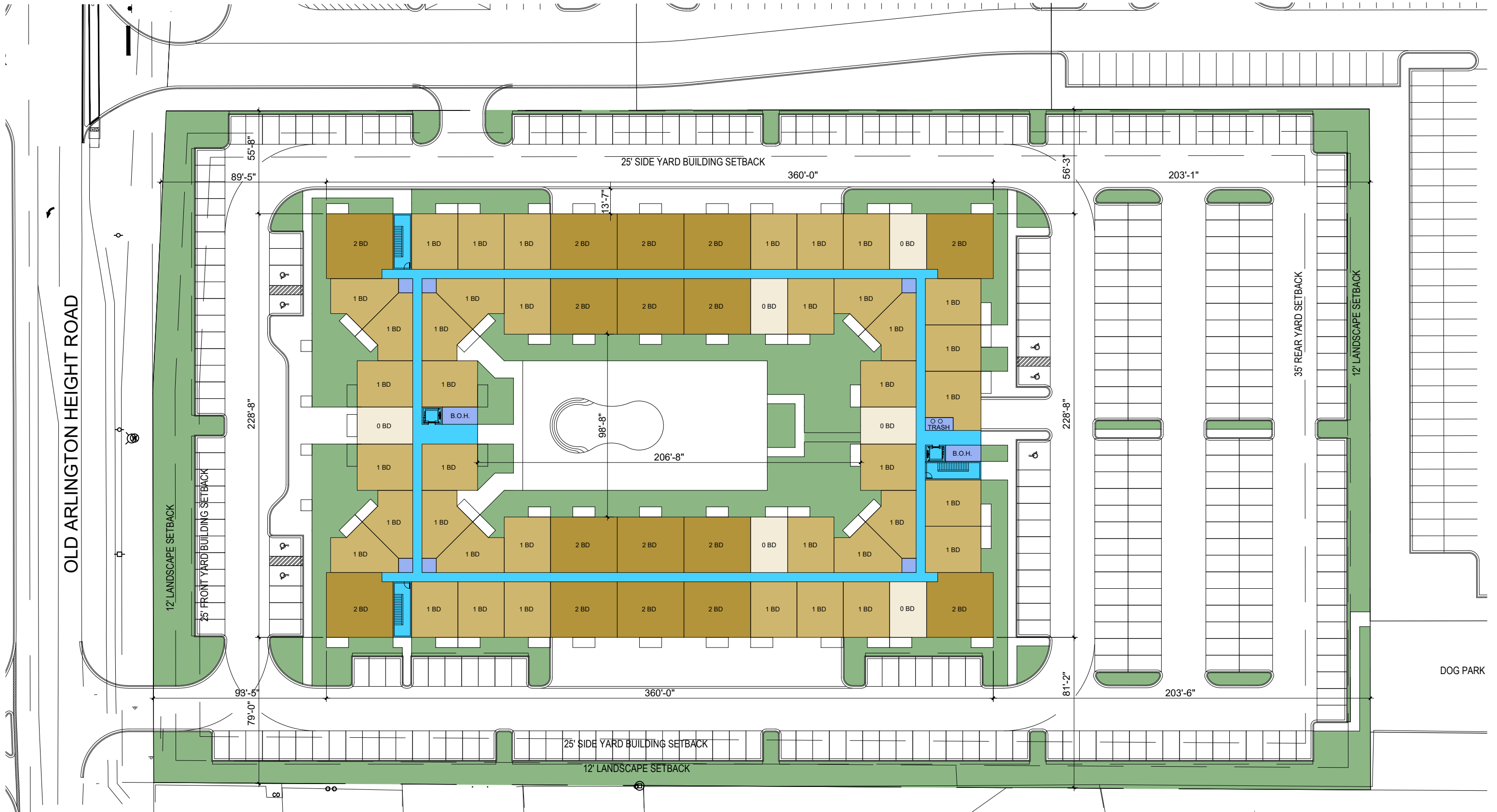


BUFFALO GROVE
 BUFFALO GROVE, IL # 2025-0169

SD PLANS
 APRIL 16, 2025

SITE & GROUND FLOOR PLAN

A1.1



Architecture + Planning
605 N Michigan Ave,
Suite #350
Chicago, IL 60611
312.549.4900
ktgy.com

noah
properties

BUFFALO GROVE
BUFFALO GROVE, IL # 2025-0169

SD PLANS
APRIL 16, 2025

LEVEL 2-4 FLOOR PLAN

A1.2



Architecture + Planning
605 N Michigan Ave,
Suite #350
Chicago, IL 60611
312.549.4900
ktgy.com

noah
properties

BUFFALO GROVE
BUFFALO GROVE, IL # 2025-0169

SD PLANS
APRIL 16, 2025

SOUTHWEST PERSPECTIVE

A2.0



1 STONE VENEER



7 VERTICAL BOARD AND BATTEN SIDING



13 TREX DECKING OR SIMILAR



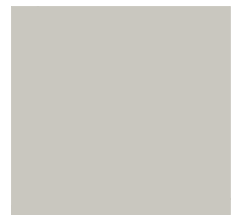
14 ASPHALT SHINGLE ROOF



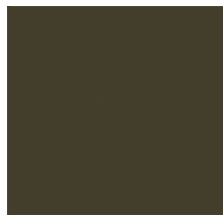
2 CAST STONE BAND



8 PRE-FINISHED METAL COPING



3 FIBER CEMENT PANEL-COLOR 1



9 PRE-FINISHED METAL BALCONY FRAMING / SHADE STRUCTURES



4 FIBER CEMENT PANEL-COLOR 2



10 THERMALLY BROKEN ALUMINUM STOREFRONT



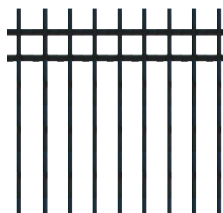
5 FIBER CEMENT PANEL-COLOR 3



11 HIGH EFFICIENCY VINYL WINDOWS



6 FIBER CEMENT PANEL-LAP SIDING



12 PRE-FINISHED METAL BALCONY RAILINGS



1	STONE VENEER	2	CAST STONE BAND	3	FIBER CEMENT- COLOR 1	4	FIBER CEMENT- COLOR 2	5	FIBER CEMENT- COLOR 3	6	FIBER CEMENT LAP SIDING	7	VERTICAL BOARD AND BATTEN
8	PRE-FINISHED MTL. COPING	9	PRE-FINISHED MTL. BALCONY FRAMING/ SHADE STRUCTURES	10	THERMALLY BROKEN ALUMINUM STOREFRONT	11	HIGH EFFICIENCY VINYL WINDOWS	12	PRE-FINISHED MTL. BALCONY RAILINGS	13	TREX DECKING/SIMILAR	14	ASPHALT SHINGLE ROOF



OVERALL SOUTH ELEVATION	SCALE: 1"=40'	3
-------------------------	---------------	---

NOTE:
NORTH ELEVATION- SIMILAR



OVERALL EAST ELEVATION	SCALE: 1"=40'	2
------------------------	---------------	---



OVERALL WEST ELEVATION	SCALE: 1"=40'	1
------------------------	---------------	---



Architecture + Planning
605 N Michigan Ave,
Suite #350
Chicago, IL 60611
312.549.4900
ktgy.com



BUFFALO GROVE
BUFFALO GROVE, IL # 2025-0169

SD PLANS
APRIL 16, 2025

OVERALL ELEVATIONS

A2.2

BUFFALO GROVE, IL								ktgy Architecture+Planning		noah properties		
4/16/2025												
Site Area:	239,144	SF		5.49	Acres	41	D.U/AC					
AREA MATRIX												
FLOOR	RESIDENTIAL FTF (FT)	GROSS AREA (SF)	AMENITY (SF)	RESIDENTIAL GROSS (SF)	RESIDENTIAL RENTABLE (SF)	RESIDENTIAL (UNITS/ FLOOR)	GARAGE RENTABLE (SF)	GARAGE PARKING	PARKING (SPACES/ SURFACE)	Studio 600 avg.	1 Bed 740 avg.	2 Bed 1,115avg.
LEVEL 4	11.00	57,298	0	57,298	50,249	61	0	0	0	6	39	16
LEVEL 3	11.00	57,298	0	57,298	50,249	61	0	0	0	6	39	16
LEVEL 2	11.00	57,298	0	57,298	50,249	61	0	0	0	6	39	16
LEVEL 1	11.00	57,298	5,595	42,223	35,562	41	9,480	25	334	4	27	10
TOTAL	44.00	229,192	5,595	214,117	186,309	224	9,480	25	334	22	144	58
									% Mix	10%	64%	26%
Total Surface Parking	334	1.49	Ratio									
Total Garage Parking	25	0.11	Ratio									
Total Parking	359	1.60	Ratio									
Overall Residential Efficiency	81.3%											
Typical Floor Residential Efficiency	87.7%											
Average Unit Size	832	SF										



Architecture + Planning
605 N Michigan Ave,
Suite #350
Chicago, IL 60611
312.549.4900
ktgy.com

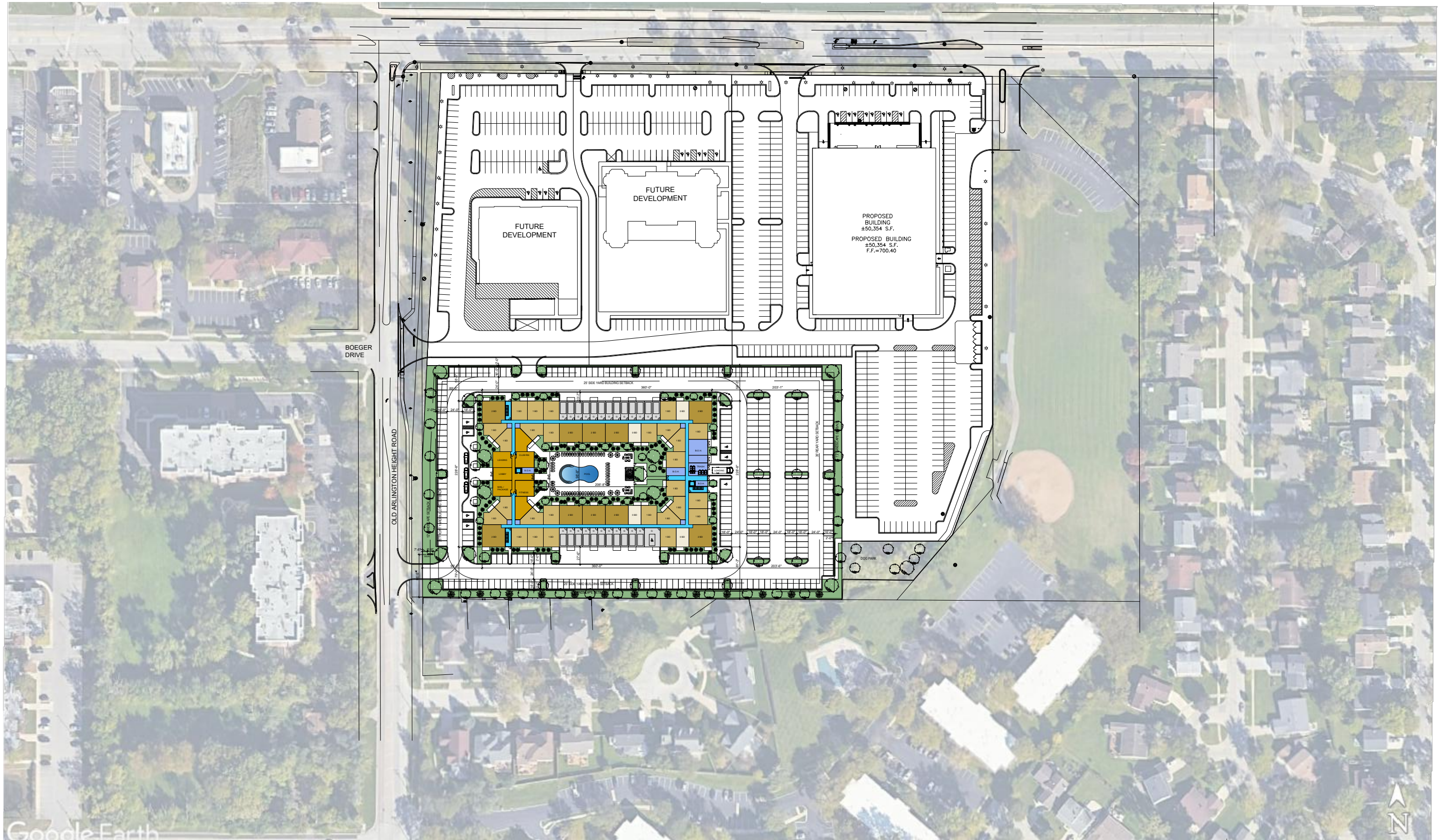


BUFFALO GROVE
BUFFALO GROVE , IL # 2025-0169

SD PLANS
APRIL 16, 2025

BUILDING MATRIX

A3.0



Architecture + Planning
605 N Michigan Ave,
Suite #350
Chicago, IL 60611
312.549.4900
ktgy.com



BUFFALO GROVE
BUFFALO GROVE, IL # 2025-0169

SD PLANS
APRIL 16, 2025

OVERALL SITE CONTEXT PLAN

A0.0



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025

AGENDA ITEM 8.b. O-2025-54

Ordinance Authorizing a Development Improvement Agreement with Noah Properties for the Bison Crossing Residential Development

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the Development Improvement Agreement with Noah Properties for the Bison Crossing Residential Development, subject to review and approval by the Village Attorney and Village Engineer.

Summary

Noah Properties, the Residential Developers of Bison Crossing located at 915-945 Dundee Road (Lot 3), are proposing a four-story residential building be constructed on the parcel with all other associated improvements.

The Development Improvement Agreement, or DIA, is an agreement between the Developer and the Village and identifies the items to be constructed by the developer on the project site. Typical items include stormwater management, parking lots, and all the utilities such as water main, and sanitary sewer. With this agreement, the developer agrees to provide security as required in the Village Code until the developer completes the required items.

The Village Engineer and Village Attorney are currently working with Noah Properties and their consultants to finalize all documentation necessary to approve the DIA. Staff recommends Village Board approval of the DIA subject to review and approval by the Village Attorney and Village Engineer once all information has been received.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. DRAFT Ordinance - Noah Properties DIA
2. DIA_Noah_Properties





ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING A DEVELOPMENT IMPROVEMENT AGREEMENT WITH NOAH PROPERTIES FOR THE BISON CROSSING RESIDENTIAL DEVELOPMENT

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

WHEREAS the Village seeks to enter into a Development Improvement Agreement (DIA) with Noah Properties (“Developer”) for site improvements associated with the Bison Crossing Residential Development.

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

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

SECTION 2. The Development Improvement Agreement is approved subject to review and approval by the Village Attorney and Village Engineer.

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

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

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

Bison Crossing Residential Development (Lot 3)

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into as of this 21st day of April 2025 by and between the VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation, and having its office at Village Hall, 50 Raupp Boulevard, Buffalo Grove, Illinois (hereinafter called "Village"), and Noah Properties, (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer desires to improve the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and in compliance with the Village's Development Ordinance, Title 16 of the Village of Buffalo Grove Municipal Code, (the "Ordinance") Developer has submitted to the Village certain (i) plans prepared by Jacob & Hefner Associates, who are registered professional engineers (the "Site Plan"), which Plans were approved by the Village pursuant to Ordinance No. 2024-12 and (ii) additional plans and specifications prepared by Daniel Weinbach & Partners, Ltd submitted 05/03/2024 and described in more detail in Exhibit "C" attached hereto and made a part hereof (the "Site Improvement Plans" and together with the Site Plan, the "Plans"); and,

WHEREAS, the Village is willing to approve said Plans, provided that this Agreement is executed to insure the completion of certain site improvements, as a condition precedent to the issuance of building permits for any buildings to be constructed on the Property.

NOW, THEREFORE, it is mutually agreed as follows:

1. Developer shall furnish, or cause to be furnished, at their own cost and expense, all the necessary material, labor, and equipment to complete the Private Improvements and Public Improvements (as each are defined in Section 16.10.070 of the Ordinance), listed on Exhibit "B" attached hereto, and all other such improvements not specifically set forth, which are required by applicable ordinances or agreements, including Section 16.30.030 of the Ordinance (collectively, the "Improvements"), all in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the Village and in substantial accordance with the Plans (including any subsequent revisions requested by the Developer and approved in writing by the Village pursuant to the Ordinance). All utility lines and services

to be installed in the street shall be installed prior to paving.

2. Attached hereto as Exhibit "D" is a complete cost estimate for the construction of the Improvements described in Exhibit "B" hereto (the "Engineer Estimate"). Prior to the issuance of Village permits, the Developer shall deposit a Letter of Credit acceptable to and in a form and substance approved by the Village, which approval shall not be unreasonably delayed or withheld, in the original amount of Three Million Eight Hundred Nine Thousand Three Hundred Sixty Six and 00/100 Dollars (\$3,809,366.00), as further described in Paragraph 9 herein (the "Letter of Credit").

3. All work shall be subject to inspection by and the approval of the Village Engineer, which approval shall not be unreasonably delayed or withheld. It is agreed that the contractors who are engaged to construct the Improvements are to be approved by the Village Engineer and that such approval will not be unreasonably withheld.

4. The Developer has paid or will pay the Village a Review and Inspection Fee, as required by Ordinance. It is understood that said fee is based on the amount of the contracts or cost estimate for those items in Exhibit "B".

5. Prior to the time the Developer or any of its contractors begin any of the work provided for herein, the Developer, and/or its contractors shall furnish the Village with evidence of insurance covering their employees in such amounts and coverage as is reasonably acceptable to the Village. Nothing herein shall waive any immunities the Village may assert in response to or defense of any such claim.

In addition, by its execution of this Agreement, the Developer agrees to protect, indemnify, save and hold harmless, and defend the Village and its employees, officials, and agents, against any and all claims, costs, causes, actions, and expenses, including but not limited to reasonable attorney's fees incurred by reason of a lawsuit or claim for damages or compensation arising in favor of any person, corporation or other entity, including the employees or officers or independent contractors or sub-contractors of the Developer or the Village, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly, from the performance of the work of the Developer, independent contractors or sub-contractors or their officers, agents, or employees. The Developer shall have no liability or damages for the costs incident thereto to the extent caused by the sole

negligence or intentional misconduct of the Village, its independent contractors or sub-contractors or their officers, agents, or employees.

6. Subject to Force Majeure (as defined herein), Developer shall cause the Improvements to be completed within twenty-four (24) months following the date of this Agreement (except any Improvements for which specified time limits are noted on the Plans, which shall be completed within the specified time limits shown on the Plans). "Force Majeure" as used herein shall mean a delay in Developer's performance hereunder caused by a strike or labor problem, energy shortage, governmental pre-emption or prescription, national emergency, gubernatorial disaster declaration, or any other cause of any kind beyond the reasonable control of Developer. If work is not completed within the time prescribed herein, the Village shall have the right to call upon the Letter of Credit, in accordance with its terms, for the purpose of completing the Improvements. Upon completion of the Improvements herein provided for, as evidenced by the approval of the applicable Certificate of Initial Acceptance of the Village President and Board of Trustees, which acceptance shall not be unreasonably delayed or withheld, the Village shall be deemed to have accepted said Improvements, and thereupon, the Letter of Credit shall automatically be reduced to serve as security for the obligations of the Developer as set forth in Paragraph 7 hereof. The Developer shall cause its consulting engineers to correct drawings to show work as actually constructed and said engineers shall turn over high quality Mylar reproducible copies thereof to the Village to become the Village's property prior to acceptance of the Improvements by the President and Board of Trustees.

7. The Developer, for a period of one year beyond formal acceptance by the Village of any Improvement, described in Exhibit "B" hereof, shall be responsible for maintenance, repairs and corrections to such Improvements which may be required due to failures or on account of faulty construction or due to the Developer's negligence and/or its contractors' negligence. The obligation of the Developer hereunder shall be secured by the Letter of Credit as further described in Paragraph 9 hereof.

8. It is agreed that no occupancy permit shall be granted by any official for the construction of any structure until all required utility facilities set forth in the Plans (to include, but not by way of limitation, sanitary sewer, water and storm sewer systems) have been installed and made ready to service the Property; and that all roadways (to include curbs) set forth in the Plans that provide access to the Property

have been completely constructed, except for the designed surface course. It is understood and agreed that building permits may be granted for buildings on specific lots to which utility facilities have been installed and made ready for service and to which roadways have been constructed as described above, notwithstanding the fact that all improvements within the Development may not be completed.

9.A. The obligations of the Developer hereunder as to the deposit of security for the completion of the Improvements and the one year maintenance of said Improvements after acceptance by the Village (Paragraph 7) shall be satisfied upon delivery to the Village of a Letter of Credit in favor of the Village in a form reasonably acceptable to the Village, in the amount set forth in Paragraph 2 above. The Letter of Credit shall be made subject to this Agreement. The Developer hereby waives its option pursuant to 30 ILCS 550/3 and 65 ILCS 5/11-39-3 to utilize any type of security other than a Letter of Credit.

B. In addition to the terms, conditions, and covenants of the Letter of Credit, the Village hereby agrees to draw funds or to call said performance guarantee under such security solely for the purpose of payment for labor and materials supplied or to be supplied, by engineers, contractors, or subcontractors, to, or for the benefit of the Developer or the Village, as the case may be, under the provisions of this Agreement and the said Improvements for which payment is being made shall have been completed, or will be completed, in substantial accordance with the Plans.

C. The Village further hereby agrees that to the extent that the Developer causes the commitments of this Agreement to be completed, the outstanding liability of the issuer of the Letter of Credit shall during the course of construction of the Improvements, be decreased to approximate the cost of completing all outstanding Improvements and paying unpaid contract balances for the completion of the Improvements referred to in this Agreement.

Until all required tests have been submitted and approved by the Village for each of the elements constituting the Improvements including, but not limited to, earthwork, street pavements, parking area pavements, sanitary sewers and water mains (as applicable), a minimum of that portion of the surety for each element shall be subject to complete retention. All Improvements are subject to subsection (D) below.

D. In order to guarantee and warranty the obligations of Paragraph 7 herein, an amount equal to fifteen (15%) percent of the total amount of the Letter of Credit, or an amount equal to fifteen

(15%) percent of the cost estimate of the individual elements of the Improvement(s) shall be retained in the Letter of Credit for a period of one-year beyond formal acceptance of the Certificate of Initial Acceptance by the Village of the Improvement(s).

E. As a portion of the security amount specified in Paragraph 2, the Developer shall maintain a cash deposit with the Village Clerk in the amount of Five Thousand Dollars (\$5,000.00). If roads are not maintained with a smooth and firm surface reasonably adequate for access of emergency vehicles such as fire trucks and ambulances, or if any condition develops which is deemed a danger to public health or safety by the Village of Buffalo Grove due to the actions of the Developer or his failure to act; and after five (5) days written notice of this condition to Developer, the Developer fails to immediately remedy the condition; then the Village may take action to remedy the situation and charge any expenses which results from the action to remedy the situation to the cash deposit. Upon notification that the cash deposit has been drawn upon, the Developer shall immediately deposit sufficient funds to maintain the deposit in the amount of Five Thousand Dollars (\$5,000.00). If the Developer has not made the additional deposit required to maintain the total cash deposit within three (3) days from the date it received notice that such an additional deposit was required, it is agreed that the Village may issue a Stop Work Order or also may revoke all permits which the Developer had been granted. This cash deposit shall continue to be maintained until the maintenance guarantee period has lapsed. The deposit may be drawn upon by the Village if the conditions of this Agreement are not met by the Developer within five (5) days after receipt of a written notice of noncompliance with the conditions of this Agreement, except in cases of danger to public health and safety as determined by the Village, in which case, the deposit may be drawn upon immediately following notice to the Developer and his failure to immediately remedy the situation. After termination of the one-year maintenance period and upon receipt by the Village Clerk of a written request for release of the deposit, the Village will either notify the Developer that the Improvements are not in a proper condition for final release of the deposit, or shall release the deposit within fifteen (15) days of the Village Clerk receipt of the Developer's request to release.

F. In addition to the terms, covenants, and conditions of the Letter of Credit, the Developer hereby agrees that no reduction shall occur in the outstanding liability of the issuer there under,

except on the written approval of the Village, which shall not be unreasonably delayed or withheld; however, in all events, the Village shall permit such Letter of Credit to expire, either by its terms, or by return of such Letter of Credit to the Developer, upon the expiration of one (1) year from the acceptance of the Certificate of Initial Acceptance referred to herein by the Village. To the extent that the provisions of Paragraph 9 herein, and of the Letter of Credit, permit the Village to draw funds under such Letter of Credit, the Village hereby agrees to reduce the outstanding liability of the issuer of the Letter of Credit to the extent that funds are disbursed.

10. Any Letter of Credit shall provide that the issuer thereof shall not cancel or otherwise terminate said security without a written notice being given to the Village between thirty-(30) days and forty-five (45) days in advance of termination or cancellation.

11. No occupancy permit shall be issued until all exterior lighting specified on Exhibit "C" is installed and operational.

12. The Developer acknowledges that he is responsible for the proper control of weeds, grass, refuse, and junk on all property which he owns within the Village in accordance with Chapter 8.32 of the Buffalo Grove Municipal Code. It is further agreed that the Developer shall continue to be responsible for the proper maintenance of any parcels of property for which the Developer transfers ownership to the Village until such time as the development's Improvements are accepted by the Village in writing in accordance with the provisions of this Agreement.

If the Developer fails to perform his maintenance responsibilities established in either this paragraph or Chapter 8.32, the Village may provide a written notice to the Developer of the improper maintenance condition. If proper maintenance is not completed within ten (10) days after the Developer is provided with this notice, the Village may perform the maintenance and deduct the costs of the maintenance from the cash deposit described in Paragraph 9E.

13. The Developer agrees that no Improvements constructed in conjunction with this project are sized or located in such a way as to warrant any recapture payment to the Developer pursuant to any applicable previous agreements.

14. This Agreement shall automatically terminate and be of no further force and effect with respect

to Developer or the Property upon the expiration of the one year maintenance period, and upon such termination the parties hereto shall have no further obligations to the other, except for the Village's obligation to return the Letter of Credit and cash deposit to Developer or otherwise notify the issuer of the Letter of Credit of the expiration of the Letter of Credit. The period commencing on the date set forth in the preamble to this Agreement and expiring on the expiration of the one-year maintenance period is referred to herein as the "Term".

15. This Agreement and the obligations contained herein are in addition to, and not in limitation of, all other agreements between the Parties hereto including, without limitation, the Preliminary Plan or Annexation Approval Ordinance No. 2023-167 dated December 4, 2023, and the obligations contained therein.

16. Neither party shall cause this Agreement (or any memorandum hereof) to be recorded against the Property.

17. Neither party shall assign this Agreement or any of its terms without the prior, express and written consent of the other party. Furthermore, no assignment of the Developer's obligations shall be effective unless and until the Village approves the language of any proposed assignment and substitute security in the amounts required by this Agreement.

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed, as has the Developer, all as of the date first above written.

VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation

By _____
Village President

DEVELOPER:

Noah Properties
3901 25th Avenue
Schiller Park, IL 60176

By: _____

Name: _____

Title: _____

Bison Crossing Residential Development (Lot 3)
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION

KNOWN AS: 915-945 DUNDEE ROAD (LOT 3), BUFFALO GROVE, ILLINOIS

THAT PART OF LOT 1 AND PART OF LOT 2 IN THE RESUBDIVISION RECORDED JANUARY 31, 1980 AS DOCUMENT 25344703, ALL OF LOT 1 IN CHRYSLER REALTY SUBDIVISION, RECORDED MAY 25, 1988 AS DOCUMENT NUMBER 88224282, AND PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SAID RESUBDIVISION RECORDED JANUARY 31, 1980 AS DOCUMENT 25344703; THENCE SOUTH 0 DEGREES 05 MINUTES 32 SECONDS EAST ALONG THE EAST LINE OF SAID RESUBDIVISION, 545.62 FEET TO THE NORTH CORNER OF LOT 3 IN SAID RESUBDIVISION; THENCE SOUTH 20 DEGREES 09 MINUTES 12 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 183.33 FEET TO THE SOUTH CORNER OF SAID LOT 3 IN SAID RESUBDIVISION; THEN SOUTH 40 DEGREES 30 MINUTES 32 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID RESUBDIVISION, 13.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 54 MINUTES 28 SECONDS WEST, 164.77 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 32 SECONDS WEST, 276.47 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 28 SECONDS WEST, 649.46 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD ARLINGTON HEIGHTS ROAD, DEDICATED PER DOCUMENT 21043975; THENCE SOUTH 02 DEGREES 44 MINUTES 55 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID LOT 1 IN CHRYSLER REALTY SUBDIVISION, 152.51 FEET TO AN ANGLE IN THE LAST SAID WEST LINE; THENCE SOUTH 00 DEGREES 09 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 IN CHRYSLER REALTY SUBDIVISION, 210.34 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 IN CHRYSLER REALTY SUBDIVISION; THENCE SOUTH 89 DEGREES 39 MINUTES 05 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1 IN CHRYSLER REALTY SUBDIVISION AND SOUTH LINE OF THE LOT 1 IN SAID RESUBDIVISION RECORDED JANUARY 31, 1980 AS DOCUMENT 25344703, A DISTANCE OF 656.81 FEET TO THE SOUTHEAST CORNER OF LOT 1 IN THE SAID RESUBDIVISION RECORDED JANUARY 31, 1980 AS DOCUMENT 25344703, SAID SOUTHEAST CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 4 IN THE SAID RESUBDIVISION RECORDED JANUARY 31, 1980 AS DOCUMENT 25344703; THENCE NORTH 0 DEGREES 05 MINUTES 54 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 31.24 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 89 DEGREES 26 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 112.25 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, SAID NORTHEAST CORNER BEING ON SOUTHEASTERLY LINE OF SAID RESUBDIVISION RECORDED JANUARY 31, 1980 AS DOCUMENT 25344703; THENCE NORTH 40 DEGREES 30 MINUTES 32 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, 80.72 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS LOT 3 IN BISON CROSSING, RECORDING STATUS UNKNOWN.

PERMANENT INDEX NUMBER: XX-XX-XXX-XXXX

AREA = 247,856 SQ. FT. OR 5.69 ACRES

Bison Crossing Residential Development (Lot 3)
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT
Description of Improvements

EXHIBIT B

All improvements set forth and depicted in the Plans, both public and private, including (to the extent applicable) earthwork, grading, roads or streets, parking lots, areas and/or parking facilities, sidewalks, sanitary and storm sewers, water main, drainage and storm water detention facilities, site grading, street lighting, landscaping, survey monuments and benchmarks.

Bison Crossing Residential Development (Lot 3)
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

Final Engineering and Landscaping Plans prepared by: Jacob & Hefner Associates

Entitled: Site Improvement Plans for Lot 3 – Multifamily Residential

Consisting of: 19 sheet(s), last revised 04/03/2025

Final Landscaping Plans prepared by: Daniel Weinbach & Partners, Ltd, Landscape Architects

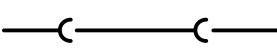
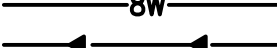
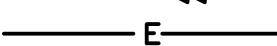
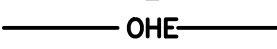
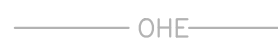
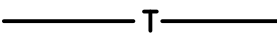
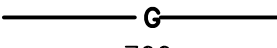
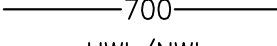
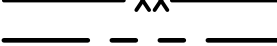
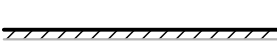
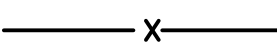
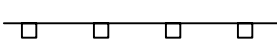
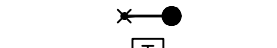
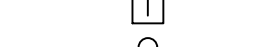
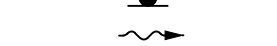
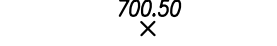
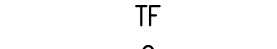
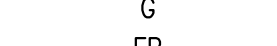
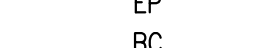
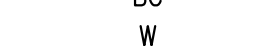
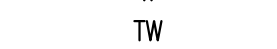
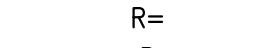
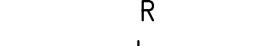
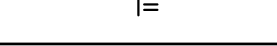
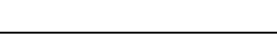
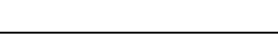
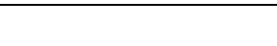
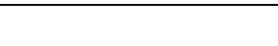
Entitled: Buffalo Grove - Dundee

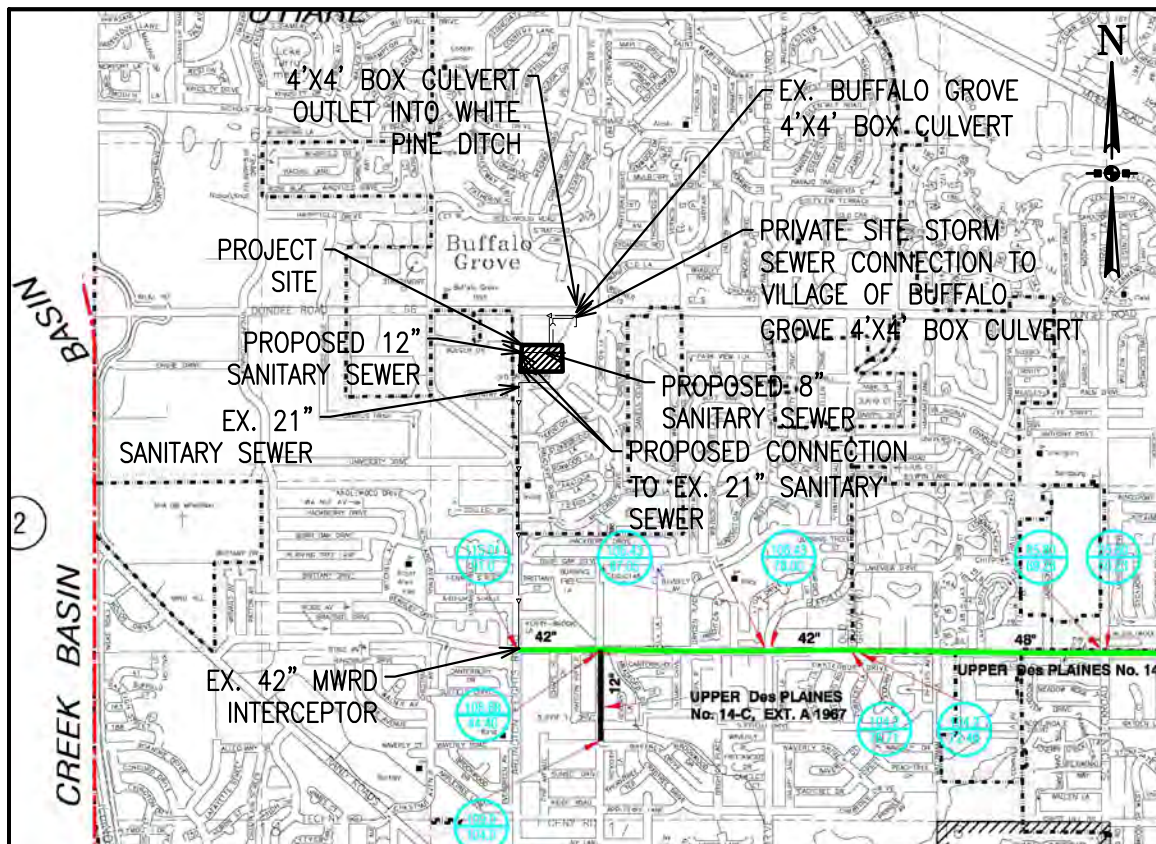
Consisting of: 4 sheet(s), last revised 05/03/24

(see following pages)

SITE IMPROVEMENT PLANS
FOR
LOT 3 - MULTIFAMILY RESIDENTIAL
BISON CROSSING
BUFFALO GROVE, ILLINOIS
NOAH PROPERTIES

G850c
LOT 3
4/3/25

PROPOSED	DESCRIPTION	EXISTING
	STORM SEWER	
	WATER MAIN (WITH SIZE)	
	SANITARY SEWER	
	FORCE MAIN	
	OVERHEAD ELECTRIC	
	UNDERGROUND TELEPHONE	
	UNDERGROUND GAS	
	CONTOUR	
	HIGH/NORMAL WATER LEVEL	
	SILT FENCE	
	RIGHT-OF-WAY	
	CURB	
	DEPRESSED CURB FOR RAMP/DRIVEWAY	
	REVERSE PITCH CURB	
	FENCE LINE	
	GUARD RAIL	
	SANITARY MANHOLE	
	STORM MANHOLE	
	STORM INLET	
	STORM CATCH BASIN	
	CLEAN OUT	
	FIRE HYDRANT	
	GATE VALVE AND VAULT	
	STREET LIGHT	
	STREET LIGHT WITH MAST	
	TRANSFORMER	
	UTILITY POLE	
	SIGN	
	DRAINAGE DIRECTION	
	OVERFLOW ROUTE	
	SPOT GRADE	
	FINISHED FLOOR	
	TOP OF FOUNDATION	
	GROUND	
	EDGE OF PAVEMENT	
	BACK/TOP OF CURB	
	TOP OF SIDEWALK	
	TOP OF RETAINING WALL	
	BOTTOM OF RETAINING WALL	
	RIM FOR STRUCTURES	
	RISER FOR SANITARY SERVICE	
	INVERT FOR SEWERS	



LOCATION AND MWRD SEWER ROUTING MAP
1" = 3000'

SURVEY REFERENCE NOTE:

EXISTING CONDITIONS AND TOPOGRAPHY ARE SHOWN PER 'ALTA AND TOPOGRAPHIC SURVEY,' DATED MARCH 20, 2023 AS PREPARED BY COMPASS SURVEYING LTD.

CONTRACTOR SHALL FIELD VERIFY EXISTING SITE CONDITIONS AND ELEVATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES OR OMISSIONS.

BASIS OF BEARINGS:
NAD 83 ILLINOIS STATE PLANE COORDINATES, ZONE 1201 (ILLINOIS EAST)

BASIS OF ELEVATION:
ELEVATIONS ARE REFERENCED TO NAVD-88

BENCHMARKS AND LOCATIONS:

REFERENCE BENCHMARK:

VILLAGE OF BUFFALO GROVE CONTROL BENCHMARK, STATION NAME VBG BM 74. BRASS MONUMENT SET IN CONCRETE, 28' WEST OF THE CENTERLINE OF RADCLIFFE ROAD AND 27' NORTH OF THE CENTERLINE OF LEHIGH LANE, 2.5' WEST OF THE WEST EDGE OF THE SIDEWALK ON THE WEST SIDE OF RADCLIFFE ROAD.
ELEVATION=694.71 (NAVD88)

SITE BENCHMARKS:

SITE BENCHMARK #1: SOUTHEAST BONNET BOLT ON 1ST FIRE HYDRANT NORTH OF SOUTH WEST ENTRANCE ONTO PROPERTY ALONG THE EAST SIDE OF ARLINGTON HEIGHTS ROAD.
ELEVATION=701.15

SITE BENCHMARK #2: NORTHEAST BONNET BOLT ON 1ST FIRE HYDRANT NORTH OF MIDDLE ENTRANCE ONTO PROPERTY ALONG THE EAST SIDE OF ARLINGTON HEIGHTS ROAD.
ELEVATION=706.19

SITE BENCHMARK #3: NORTHEAST BONNET BOLT ON FIRE HYDRANT NEAR 2ND ENTRANCE EAST OF THE INTERSECTION OF ARLINGTON HEIGHTS ROAD AND DUNDEE ROAD ALONG THE SOUTH SIDE OF DUNDEE ROAD NEAR MIDDLE OF NORTHERLY PROPERTY LINE.
ELEVATION=700.06

SITE BENCHMARK #4: NORTHWEST BONNET BOLT ON FIRE HYDRANT NEAR THE NORTHEAST MOST ENTRANCE ONTO PROPERTY ALONG THE SOUTH SIDE OF DUNDEE ROAD.
ELEVATION=700.43

DRAWING INDEX

SHEET	TITLE
C1	COVER SHEET
C2	OVERALL SITE PLAN
C3	EXISTING CONDITIONS AND DEMOLITION PLAN
C4	DIMENSIONAL CONTROL AND PAVING PLAN
C5	GRADING PLAN
C6	UTILITY PLAN
C7	EROSION CONTROL PLAN
C8.0-C8.1	STORMWATER POLLUTION PREVENTION PLAN
C9.0-C9.5	DETAILS
C10	GENERAL NOTES AND SPECIFICATIONS
C11	MWRD GENERAL NOTES AND SPECIFICATIONS
C12	MWRD DRAINAGE EXHIBIT
C13	MAINTENANCE AND MONITORING EXHIBIT

CONTACTS

CIVIL ENGINEER
JACOB & HEFNER ASSOCIATES, INC
1333 BUTTERFIELD ROAD, SUITE 300
DOWNERS GROVE, IL 60515
CONTACT: RYAN J. BLOCKER, P.E.
RBLOCKER@JACOBANDHEFNER.COM
(630) 652-4630

DEVELOPER
NOAH PROPERTIES
3901 25TH AVENUE
SCHILLER PARK, IL 60176
CONTACT: RON PLONIS
RON@NOAHCHICAGO.COM
(312) 286-8216

ARCHITECT
KTGY
217 NORTH JEFFERSON ST, SUITE 400
CHICAGO, IL 60661
CONTACT: ANTHONY MARGADONNA
AMARGADONNA@KTGY.COM
(312) 549-4922

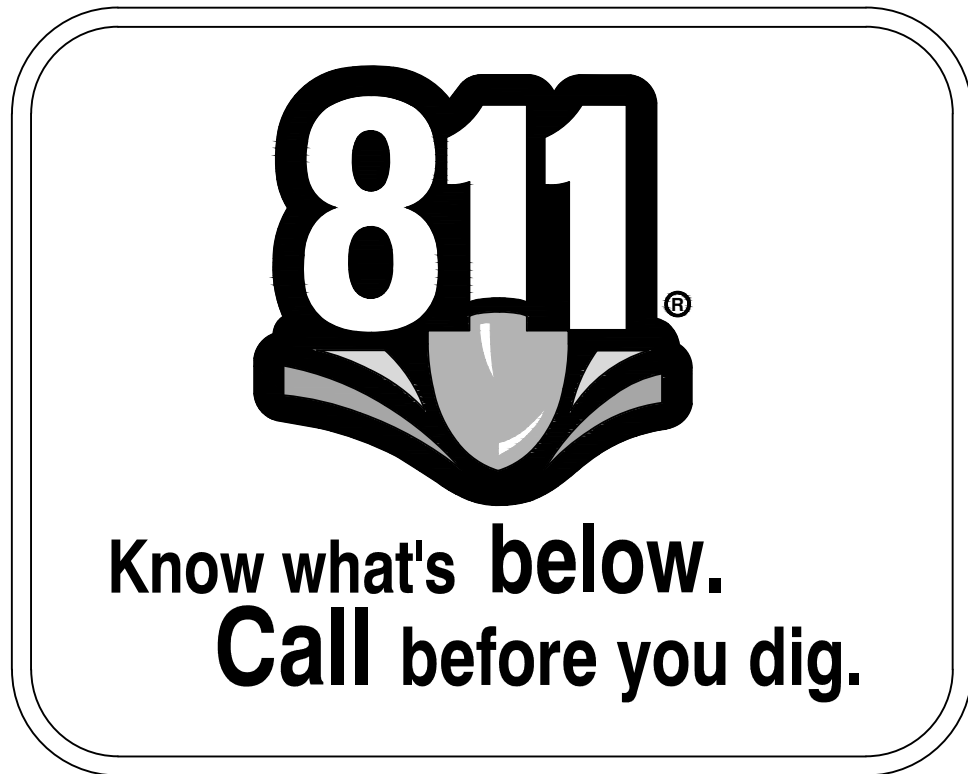
SURVEYOR
COMPASS SURVEYING LTD
2631 GINGER WOODS PARKWAY, SUITE 100
AURORA, IL 60502
CONTACT: DANIEL WALTER
DWALTER@CLSURVEYING.COM
(630) 820-9100

LANDSCAPE ARCHITECT
DANIEL WEINBACH & PARTNERS, LTD.
1142 WEST MADISON STREET, SUITE 206
CHICAGO, IL 60607
CONTACT: JON CLARK
JCLARK@DWPLTD.COM
(312) 427-2888

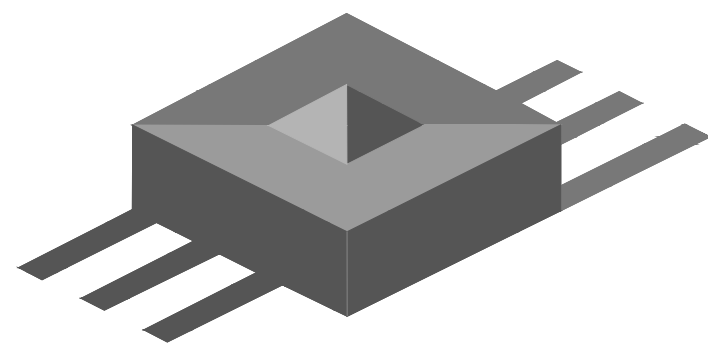
DRAINAGE CERTIFICATE

I, RYAN J. BLOCKER, HEREBY CERTIFY THAT ADEQUATE STORM WATER STORAGE AND DRAINAGE CAPACITY HAS BEEN PROVIDED FOR THIS DEVELOPMENT, SUCH THAT SURFACE WATER FROM THIS DEVELOPMENT WILL NOT BE DIVERTED ONTO AND CAUSE DAMAGE TO ADJACENT PROPERTY FOR STORMS UP TO AND INCLUDING THE ONE HUNDRED (100) YEAR EVENT, AND THAT THE DESIGN PLANS ARE IN COMPLIANCE WITH ALL APPLICABLE STATE, COUNTY, AND VILLAGE ORDINANCES.

	4/3/25
ENGINEER RYAN J. BLOCKER RBLOCKER@JACOBANDHEFNER.COM	DATE
ILLINOIS REGISTRATION NO. 062-060791 EXPIRES 11/30/2025	
ENGINEER ONLY CERTIFIES SHEETS: C1-C13	
THESE PLANS OR ANY PART THEREOF SHALL BE CONSIDERED VOID WITHOUT THE ORIGINAL SIGNATURE, IMPRESSED SEAL, EXPIRATION DATE OF SEAL OF THE ENGINEER AND MARKED "FOR CONSTRUCTION"	



NO.	DESCRIPTION	DATE
3	PER VILLAGE & MWRD	4/3/25
2	PER VILLAGE	5/22/24
1	PERMIT SET	4/12/24
REVISIONS		



JACOB & HEFNER
ASSOCIATES

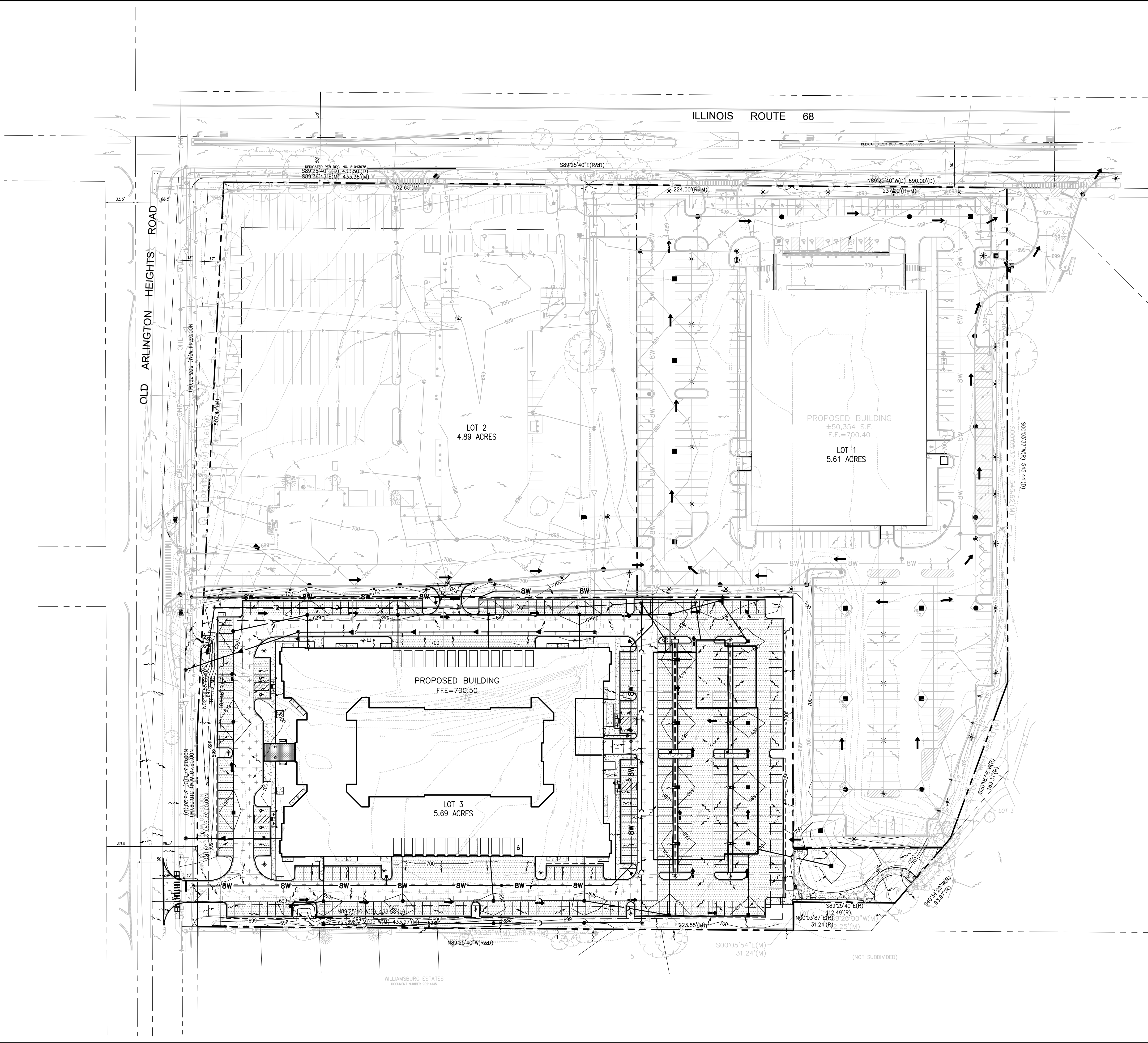
1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515

PHONE: (630) 652-4600, FAX: (630) 652-4601

www.jacobandhefner.com

FOR REVIEW PURPOSES ONLY

Municipality: BUFFALO GROVE
County: COOK
Section: 8
Township: 42N
Range: 11E



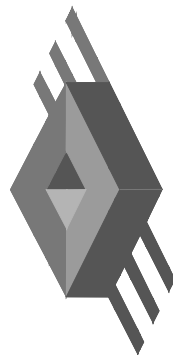
PAVEMENT HATCH LEGEND:

- ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK
- PAVER SIDEWALK

SITE DATA TABLE:

LOT 3 PROPERTY AREA	5.69 ACRES
IMPERVIOUS AREA: (82.4%)	4.69 ACRES
PERVIOUS AREA: (17.6%)	1.00 ACRES
TOTAL CAR PARKING PROVIDED:	357 STALLS
STANDARD PARKING:	325 STALLS
STANDARD GARAGE PARKING:	24 STALLS
HANDICAP ACCESSIBLE PARKING:	8 STALLS

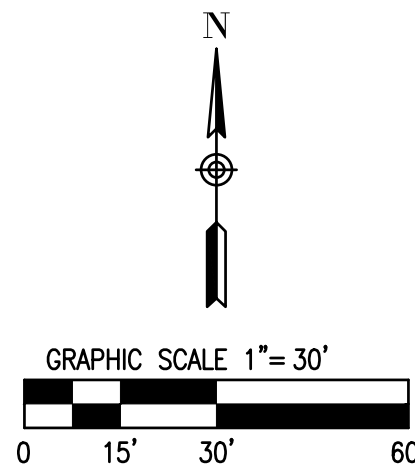
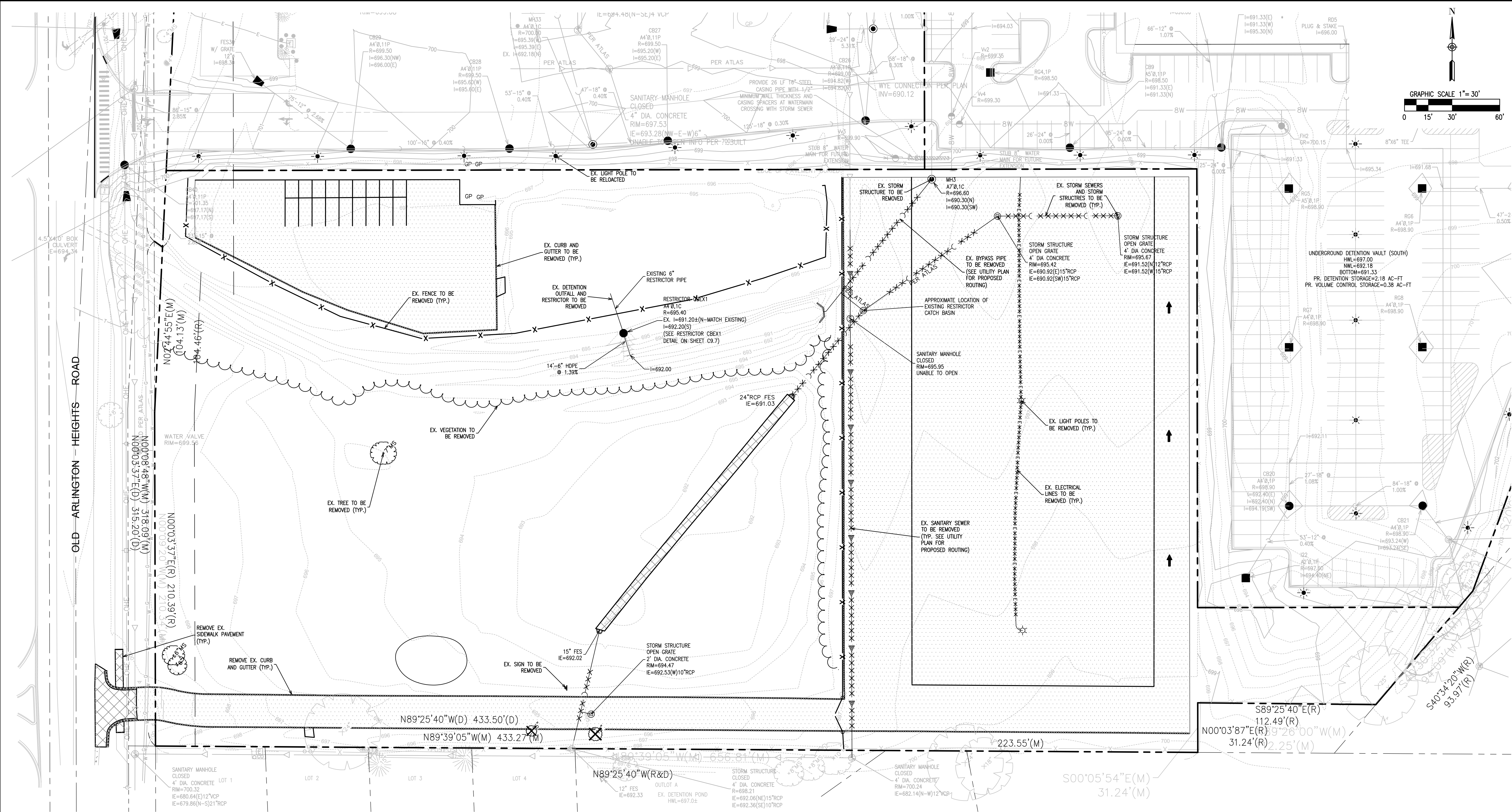
1" = 50'			JACOB & HEFNER ASSOCIATES 1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515 PHONE: (630) 652-4600, FAX: (630) 652-4601 www.jacobandhefner.com	OVERALL SITE PLAN						
G850c				LOT 3 – MULTIFAMILY RESIDENTIAL						
C2				NOAH PROPERTIES				3 PER VILLAGE & MWRD	4/3/25	
				BUFFALO GROVE, ILLINOIS				2 PER VILLAGE	5/22/24	
						1 PERMIT SET	4/12/24			
						No.	Description			Date



JACOB & HEFNER

ASSOCIATES

1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com



DEMOLITION LEGEND	
	EXISTING TREE TO BE REMOVED
	EXISTING ASPHALT PAVEMENT TO BE REMOVED
	EXISTING CONCRETE PAVEMENT TO BE REMOVED
	EXISTING BUILDING TO BE REMOVED
	EXISTING WATERMAIN TO BE REMOVED
	EXISTING SANITARY SEWER TO BE REMOVED
	EXISTING STORM SEWER TO BE REMOVED
	EXISTING UNDERGROUND ELECTRIC LINES TO BE REMOVED
	EXISTING GAS LINES TO BE REMOVED
	EXISTING TELEPHONE LINES TO BE REMOVED

DEMOLITION NOTES:

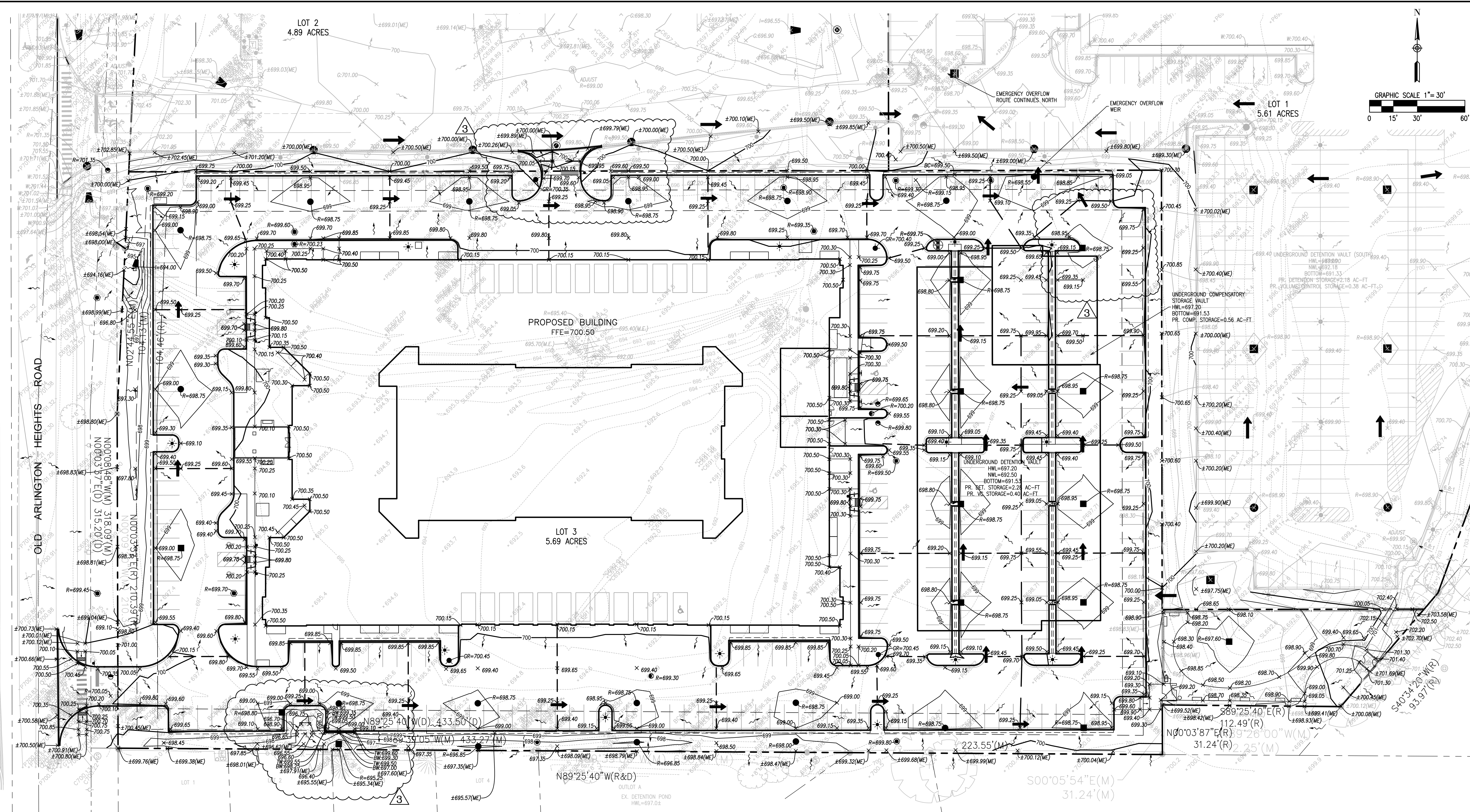
- CONTRACTOR SHALL CONTACT J.U.L.I.E (1-800-832-0123 OR 811) AND/OR PRIVATE LOCATING SERVICE TO LOCATE ALL UNDERGROUND UTILITY LINES PRIOR TO STARTING ANY DEMOLITION AND/OR EXCAVATION. EXACT LOCATIONS OF ANY EXISTING ELECTRIC, GAS, TELEPHONE, ETC. LINES ARE UNKNOWN.
- CONTRACTOR SHALL PERFORM ALL DEMOLITION WORK IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY DEMOLITION PERMITS AND COORDINATE ALL DEMOLITION WORK WITH THE MUNICIPALITY AND OWNERS REPRESENTATIVE.
- ALL EROSION AND SEDIMENTATION CONTROL MEASURES AND DEVICES SHALL BE INSTALLED AND FUNCTIONAL BEFORE THE SITE IS OTHERWISE DISTURBED. THEY SHALL BE KEPT OPERATIONAL AND CONTINUOUSLY MAINTAINED THROUGHOUT ALL CONSTRUCTION UNTIL PERMANENT SITE STABILIZATION HAS BEEN ACHIEVED (SEE EROSION CONTROL AND STORMWATER POLLUTION PREVENTION PLANS FOR ADDITIONAL INFORMATION AND DETAILS).
- THE PURPOSE OF THIS DRAWING IS TO CONVEY THE OVERALL SCOPE OF DEMOLITION WORK AND IT IS NOT INTENDED TO COVER ALL DETAILS OR SPECIFICATIONS REQUIRED TO COMPLY WITH GENERALLY ACCEPTED DEMOLITION PRACTICES. CONTRACTOR SHALL THOROUGHLY FAMILIARIZE HIMSELF WITH THE SITE, SCOPE OF WORK, AND ALL EXISTING CONDITIONS AT THE JOB SITE PRIOR TO BIDDING AND COMMENCING THE WORK. THE DEMOLITION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, OR PROCEDURES USED TO COMPLETE THE WORK IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND IS LIABLE FOR THE SAFETY OF THE PUBLIC AND CONTRACTOR'S EMPLOYEES DURING THE COURSE OF THE PROJECT.
- THE DEMOLITION PLAN IS INTENDED TO SHOW REMOVAL OF KNOWN SITE FEATURES AND UTILITIES AS SHOWN ON THE SURVEY PROVIDED TO THE ENGINEER FOR DESIGN. THERE MAY BE OTHER SITE FEATURES, UTILITIES, STRUCTURES, AND MISCELLANEOUS ITEMS BOTH BURIED AND ABOVE GROUND THAT ARE WITHIN THE LIMITS OF WORK THAT MAY REQUIRE REMOVAL FOR THE PROPOSED SITE IMPROVEMENTS BUT THAT ARE NOT SHOWN HEREON. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF SUCH ITEMS.
- CONTRACTOR SHALL CONTACT THE RESPECTIVE UTILITY COMPANIES PRIOR TO COMMENCING ANY SITE DEMOLITION OPERATIONS TO COORDINATE ANY DISCONNECTION OR REMOVAL OF EXISTING UTILITIES WITHIN THE PROPOSED AREA OF WORK.
- CONTRACTOR SHALL COORDINATE ANY SHUT DOWNS OF EXISTING ROADWAYS AND UTILITIES WITH THE NECESSARY GOVERNING AUTHORITIES.
- ALL EXISTING BUILDINGS, FOUNDATIONS, CONCRETE OR ASPHALT PAVEMENT OR WALKS, CURB AND GUTTER AND MISCELLANEOUS STRUCTURES (INCLUDING, BUT NOT LIMITED TO FENCES, POLES, YARD LIGHTS, ELECTRICAL PANELS, WHEEL STOPS AND MISCELLANEOUS DEBRIS) NOTED TO BE REMOVED SHALL BE DEMOLISHED, REMOVED FROM THE SITE AND LEGALLY DISPOSED OF BY THE CONTRACTOR.
- VOIDS LEFT BY ANY ITEM REMOVED UNDER ANY PROPOSED BUILDINGS, PAVEMENTS, OR WALKS OR WITHIN 24" THEREOF SHALL BE BACKFILLED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND GEOTECHNICAL REPORT.
- AS SOON AS DEMOLITION WORK HAS BEEN COMPLETED, FINAL GRADE OF BACKFILL IN DEMOLITION AREAS SHALL BE COMPACTED PER THE GEOTECHNICAL REPORT TO PRESENT A NEAT, WELL DRAINED APPEARANCE, AND TO PREVENT WATER FROM

- DRAINING UNNECESSARILY ONTO ADJACENT PROPERTIES. CONTRACTOR SHALL PROVIDE TEMPORARY DIVERSION SWALES OR OTHER MEANS OF MAINTAINING ADEQUATE SITE DRAINAGE.
- ALL EXISTING TREES SHOWN ARE TO REMAIN UNLESS OTHERWISE NOTED. CONTRACTOR SHALL COORDINATE ALL TREE REMOVALS WITH LANDSCAPE AND/OR TREE PRESERVATION PLANS.
- CONTRACTOR SHALL UTILIZE CARE WHEN WORKING NEAR EXISTING UTILITIES TO REMAIN. ANY DAMAGE TO EXISTING UTILITIES NOT NOTED TO BE REMOVED SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
- CONTRACTOR SHALL REPAIR AT HIS EXPENSE ANY DAMAGE TO EXISTING ASPHALT, CONCRETE, CURBS, SIDEWALKS, ETC. RESULTING FROM CONSTRUCTION TRAFFIC AND/OR OPERATIONS. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
- ALL FIRE ACCESS LANES WITHIN THE PROJECT AREA SHALL REMAIN IN SERVICE, CLEAN OF DEBRIS, AND ACCESSIBLE FOR USE BY EMERGENCY VEHICLES.
- SEE GENERAL NOTES AND SPECIFICATIONS SHEETS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

EXISTING CONDITIONS AND DEMOLITION PLAN		3 PER VILLAGE & MWRD		4/3/25
LOT 3 – MULTIFAMILY RESIDENTIAL		2 PER VILLAGE		5/22/24
NOAH PROPERTIES		1 PERMIT SET		4/12/24
BUFFALO GROVE, ILLINOIS		No.	Description	Date
		G850c		
		1" = 30'		
		C3		

JACOB & HEFNER ASSOCIATES
1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com

C4	1" = 30'	G850c	 JACOB & HEFNER ASSOCIATES 1333 Butterfield Rd., Suite 300, Downers Grove, IL 60515 PHONE: (630) 652-4600, FAX: (630) 652-4601 www.jacobandhefner.com	DIMENSIONAL CONTROL AND PAVING PLAN LOT 3 – MULTIFAMILY RESIDENTIAL NOAH PROPERTIES BUFFALO GROVE, ILLINOIS				No.	Description	Date
				3	PER VILLAGE & MWRD	4/3/25				
				2	PER VILLAGE	5/22/24				
				1	PERMIT SET	4/12/24				



GRADING LEGEND:

EXISTING CONTOUR		—700—
EXISTING SPOT ELEVATION		× XXX.XXX
PROPOSED CONTOUR		—700—
PROPOSED SPOT ELEVATION		× XXX.XX
PROPOSED GROUND/FINISHED GRADE ELEVATION		× 6XXX.XX
PROPOSED TOP OF SIDEWALK ELEVATION		× WXXXX.XX
PROPOSED CURB CUT ELEVATION		× CC=XXXX.XX
PROPOSED RIM ELEVATION		× R=XXXX.XX
MATCH EXISTING ELEVATION		× XXX.XX(ME)
PROPOSED TOP OF WALL ELEVATION		T/WALLXXXX.XX
PROPOSED FINISHED GRADE AT TOP OF WALL		T/WALLXXXX.XX
PROPOSED BOTTOM OF WALL ELEVATION		B/WALLXXXX.XX
PROPOSED DRAINAGE DIVIDE		
DRAINAGE DIRECTION		
EMERGENCY OVERFLOW ROUTE		

GRADING NOTES:

1. ALL PROPOSED SPOT ELEVATIONS ARE TOP OF PAVEMENT OR FINISHED GRADE ELEVATIONS UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL INSTALL ALL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO COMMENCEMENT OF SITE GRADING OPERATIONS.
3. ALL PROPOSED GRADING, PAVEMENT, APRONS, CURBS, SIDEWALKS, ETC. SHALL MATCH EXISTING GRADES FLUSH.
4. MAXIMUM CROSS SLOPES AND LONGITUDINAL SLOPES FOR ALL CONCRETE SIDEWALKS AND HANDICAP ACCESSIBLE ROUTES SHALL NOT EXCEED 2% AND 5%, RESPECTIVELY.
5. MAXIMUM SLOPES WITHIN THE HANDICAP ACCESSIBLE PARKING AREAS AND ACCESSIBLE ROUTE TO THE BUILDING SHALL NOT EXCEED 2% IN ANY DIRECTION. HANDICAP ACCESSIBLE ROUTE DENOTED BY:
6. MAXIMUM GRADE DIFFERENCE BETWEEN PAVEMENT SURFACES AND ADJACENT CONCRETE SIDEWALKS FOR THE HANDICAP ACCESSIBLE ROUTE TO THE BUILDING SHALL NOT EXCEED 1/4" VERTICAL OR 1/2" WHEN BEVELED.
7. CONTRACTOR SHALL COORDINATE EXTERIOR DOORWAY AND FINISHED GRADE ELEVATIONS WITH ARCHITECTURAL AND STRUCTURAL PLANS. ALL HANDICAP ACCESSIBLE DOORWAY LOCATIONS REQUIRE AN EXTERIOR LANDING THAT IS A MINIMUM OF FIVE (5) FEET IN LENGTH WITH A SLOPE NOT EXCEEDING 2% IN ANY DIRECTION.
8. UTILITIES TO REMAIN. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
9. CONTRACTOR SHALL CONTINUOUSLY MAINTAIN ALL EXISTING STORM SEWER WITHIN THE PROJECT AREA DURING CONSTRUCTION OPERATIONS AS NECESSARY TO PREVENT SILT OR DEBRIS ACCUMULATION.
10. SEE GENERAL NOTES AND SPECIFICATIONS SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

GRADING PLAN

LOT 3 – MULTIFAMILY RESIDENTIAL

NOAH PROPERTIES

BUFFALO GROVE, ILLINOIS

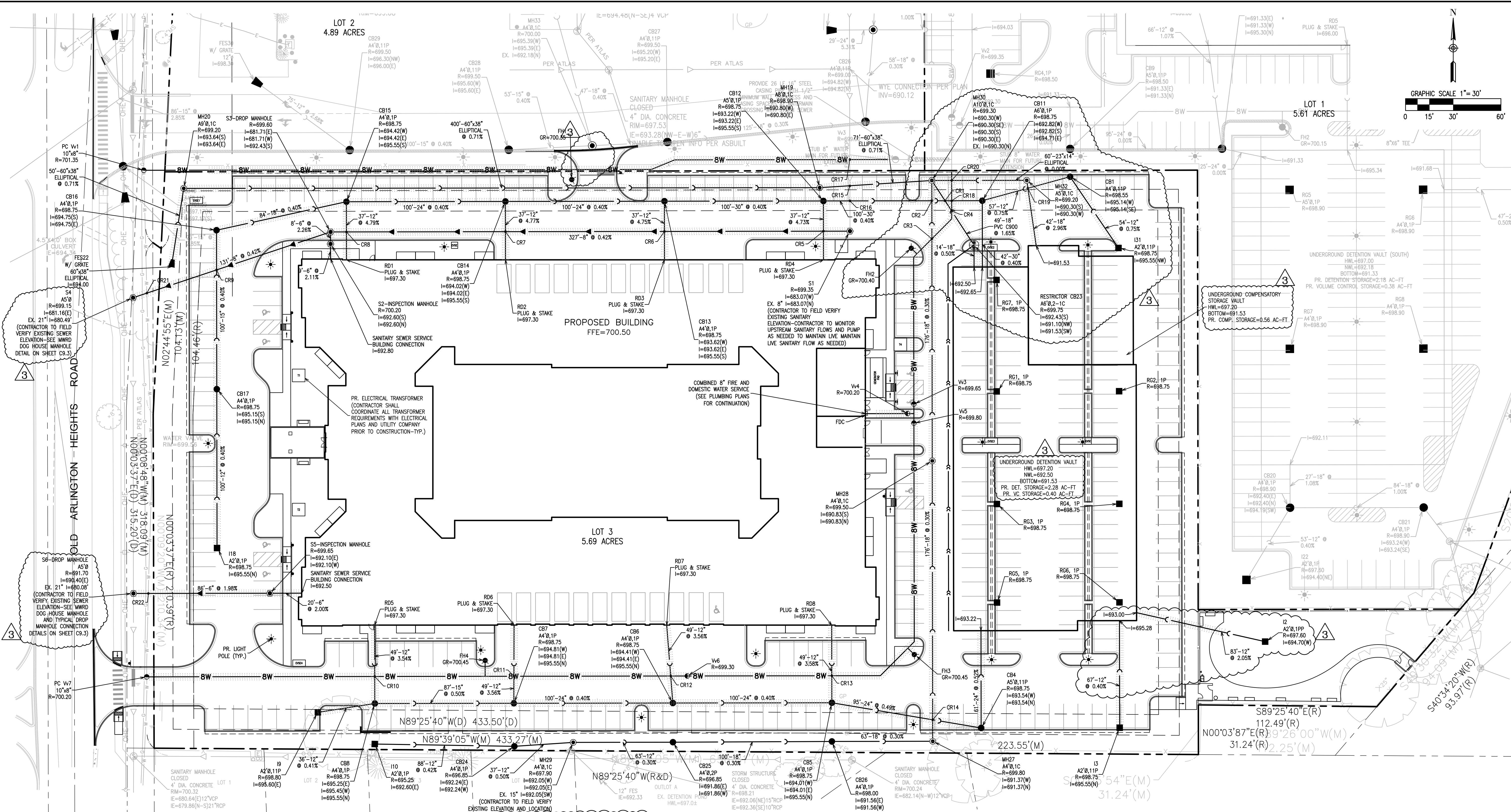
[illegible]

JACOB & HEFNER
ASSOCIATES

333 Butterfield Rd, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhelfner.com



G850c
1" = 30'
C5



UTILITY CROSSINGS:

- CR1: BOTTOM OF 30" STORM = 692.6' ±
TOP OF 18" STORM = 692.3' ±
VERTICAL SEPARATION = 0.3'
- CR2: BOTTOM OF 30" STORM = 692.6' ±
TOP OF 8" STORM = 692.1' ±
VERTICAL SEPARATION = 0.5'
- CR3: BOTTOM OF 8" WATER = 693.7' ±
TOP OF 18" STORM = 692.1' ±
VERTICAL SEPARATION = 1.6'
- CR4: BOTTOM OF 8" WATER = 693.3' ±
TOP OF 18" STORM = 692.3' ±
VERTICAL SEPARATION = 1.0'
- CR5: BOTTOM OF 12" STORM = 696.2' ±
TOP OF 8" SANITARY = 683.7' ±
VERTICAL SEPARATION = 12.5'
- CR6: BOTTOM OF 12" STORM = 696.2' ±
TOP OF 8" SANITARY = 683.7' ±
VERTICAL SEPARATION = 12.9'
- CR7: BOTTOM OF 12" STORM = 696.2' ±
TOP OF 8" SANITARY = 682.9' ±
VERTICAL SEPARATION = 13.3'
- CR8: BOTTOM OF 12" STORM = 696.3' ±
TOP OF 8" SANITARY = 682.5' ±
VERTICAL SEPARATION = 13.8'
- CR9: BOTTOM OF 15" STORM = 694.6' ±
TOP OF 8" SAN = 682.1' ±
VERTICAL SEPARATION = 12.5'
- CR10: BOTTOM OF 12" STORM = 695.9' ±
TOP OF 8" WATER = 693.6' ±
VERTICAL SEPARATION = 2.3'
- CR11: BOTTOM OF 12" STORM = 695.9' ±
TOP OF 8" WATER = 693.7' ±
VERTICAL SEPARATION = 2.2'
- CR12: BOTTOM OF 12" STORM = 695.9' ±
TOP OF 8" WATER = 693.7' ±
VERTICAL SEPARATION = 2.2'
- CR13: BOTTOM OF 12" STORM = 695.9' ±
TOP OF 8" WATER = 693.6' ±
VERTICAL SEPARATION = 2.3'
- CR14: BOTTOM OF 24" STORM = 693.4' ±
TOP OF 18" STORM = 693.1' ±
VERTICAL SEPARATION = 0.3'
- CR15: BOTTOM OF 60"x38" STORM = 690.2' ±
EX TOP OF 8" SANITARY = 683.9' ±
VERTICAL SEPARATION = 6.3'
- CR16: BOTTOM OF 30" STORM = 692.8' ±
EX TOP OF 8" SANITARY = 683.8' ±
VERTICAL SEPARATION = 9.0'
- CR17: BOTTOM OF 8" WATER = 693.4' ±
EX TOP OF 8" SANITARY = 683.9' ±
VERTICAL SEPARATION = 9.5'
- CR18: BOTTOM OF 30" STORM = 692.6' ±
LOWER TOP OF 8" WATER = 691.1' ±
VERTICAL SEPARATION = 1.5'
- CR19: BOTTOM OF 12" STORM = 694.7' ±
TOP OF 18" STORM = 692.2' ±
VERTICAL SEPARATION = 2.5'

UTILITY NOTES:

- ALL UTILITY LENGTHS SHOWN ARE MEASURED FROM CENTER OF STRUCTURES IN LINEAR FEET.
- ALL EXISTING UTILITY RIMS, GRADE RINGS, PEDESTALS, ETC. SHALL BE RAISED OR LOWERED AS REQUIRED TO MEET PROPOSED FINISHED GRADE.
- ALL PROPOSED CONNECTIONS TO EXISTING UTILITY STRUCTURES OR PIPING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPLICABLE GOVERNING AUTHORITY REQUIREMENTS AND SPECIFICATIONS.
- GRANULAR TRENCH BACKFILL MATERIAL, IDOT GRADATION CA-7, SHALL BE PLACED AND COMPACTED TO A MINIMUM OF 95% MODIFIED PROCTOR DENSITY, PER ASTM D1557, OVER ALL UTILITIES WHICH ARE CONSTRUCTED UNDER, OR WITHIN TWO (2) FEET OF, ANY PROPOSED OR EXISTING PAVEMENT, PARKING LOTS, SIDEWALKS, ETC. GRANULAR TRENCH BACKFILL NOTED ON THE PLANS BY:

STORM SEWER NOTES:

- STORM SEWER STRUCTURE SYMBOL LEGEND:
I = INLET
CB = CATCH BASIN
MH = MANHOLE
FES = FLARED END SECTION
RD = ROOF DRAIN
- STORM SEWER FRAME AND GRATE/LID SYMBOL LEGEND:
1C: IDOT TYPE 1 (CLOSED), NEENAH R-1713, EJW 102223
1P: IDOT TYPE 1 (OPEN), NEENAH R-2504-D, EJW 105021 (M3 GRATE)
1PP: IDOT TYPE 1 (OPEN), NEENAH R-2504-C
11P: IDOT TYPE 11, NEENAH R3281-A, EJW 7210
2P: NEENAH R-2561
- EXAMPLE:
MH3
A4,0,1P
MANHOLE #3, TYPE A, 4' DIAMETER, IDOT TYPE 1 FRAME AND GRATE (OPEN)
- ALL 12" AND 15" STORM SEWER SHALL BE RCP CLASS V. ALL OTHER STORM SEWER SHALL BE RCP CLASS II, UNLESS OTHERWISE NOTED ON THE PLANS.
 - ALL STORM SEWER UNDERDRAIN PIPE SHALL BE PERFORATED ADS N-12 OR APPROVED EQUAL UNLESS OTHERWISE NOTED
 - ALL STORM SEWER CASTINGS SHALL BE EMBOSSED WITH A FISH IMAGE AND "DUMP NO WASTE - DRAINS TO WATERWAYS"
 - ALL STORM SEWER INVERTS NOTED WITH (*) SHALL BE INSTALLED WITH A REMOVABLE SNOOT HOOD OVER THE OUTLET PIPE INSIDE THE STRUCTURE TO PREVENT OIL AND SEDIMENT CONVEYANCE TO THE VOLUME CONTROL FACILITY.
 - CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST FORTY-EIGHT (48) HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED SITE IMPROVEMENTS SHOWN ON THE PLANS.
 - CONTRACTOR SHALL UTILIZE CARE WHEN WORKING NEAR EXISTING UTILITIES TO REMAIN. ANY DAMAGE TO EXISTING UTILITIES NOT NOTED TO BE REMOVED SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
 - CONTRACTOR SHALL EXCAVATE AND FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, SIZES, CONDITIONS AND ELEVATIONS AT PROPOSED POINTS OF CONNECTION PRIOR TO COMMENCING ANY UNDERGROUND CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO PROCEEDING WITH CONSTRUCTION.
 - CONTRACTOR SHALL CONTINUOUSLY MAINTAIN ALL EXISTING SEWER SYSTEMS DURING CONSTRUCTION OPERATIONS AS NECESSARY TO PREVENT SILT OR DEBRIS ACCUMULATION.
 - SEE GENERAL NOTES AND SPECIFICATIONS SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS INCLUDING ALL PIPE MATERIAL AND JOINT SPECIFICATIONS.

SANITARY SEWER NOTES:

- SANITARY STRUCTURE SYMBOL LEGEND:
S = SANITARY MANHOLE
- ALL SANITARY MANHOLES SHALL HAVE THE FOLLOWING FRAME AND LID:
1C: IDOT TYPE 1 (CLOSED), NEENAH R-1713, EJW 105021
- ALL SANITARY SEWER SHALL BE PVC SDR 26 UNLESS OTHERWISE NOTED ON THE PLANS.
 - ALL FIRE HYDRANT LEADS SHALL BE 6-INCH, CLASS 52 DIP UNLESS OTHERWISE NOTED ON THE PLANS.
 - BRASS WEDGES FOR LOCATING WATER MAINS SHALL BE INSTALLED PER SECTION 41-2.05C OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS, AS AMENDED.
 - MAINTAIN A MINIMUM OF 5.5'-FT OF COVER AS MEASURED FROM THE PROPOSED GRADE OVER THE WATER MAIN. MAINTAIN HORIZONTAL SEPARATION WITH OTHER UTILITIES PER IEPA REQUIREMENTS.

WATER MAIN NOTES:

- WATER MAIN STRUCTURE SYMBOL LEGEND:
V = VALVE VAULT
VB = VALVE BOX
PC = PRESSURE CONNECTION
FH = FIRE HYDRANT ASSEMBLY WITH BOLLARDS (SEE DETAIL)
GR = FIRE HYDRANT GRADE RING
- ALL WATER MAIN SHALL BE DIP CLASS 52, UNLESS OTHERWISE NOTED ON THE PLANS.
 - ALL FIRE HYDRANT LEADS SHALL BE 6-INCH, CLASS 52 DIP UNLESS OTHERWISE NOTED ON THE PLANS.
 - BRASS WEDGES FOR LOCATING WATER MAINS SHALL BE INSTALLED PER SECTION 41-2.05C OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS, AS AMENDED.
 - MAINTAIN A MINIMUM OF 5.5'-FT OF COVER AS MEASURED FROM THE PROPOSED GRADE OVER THE WATER MAIN. MAINTAIN HORIZONTAL SEPARATION WITH OTHER UTILITIES PER IEPA REQUIREMENTS.

UTILITY PLAN

LOT 3 - MULTIFAMILY RESIDENTIAL

NOAH PROPERTIES

BUFFALO GROVE, ILLINOIS

JACOB & HEFNER ASSOCIATES

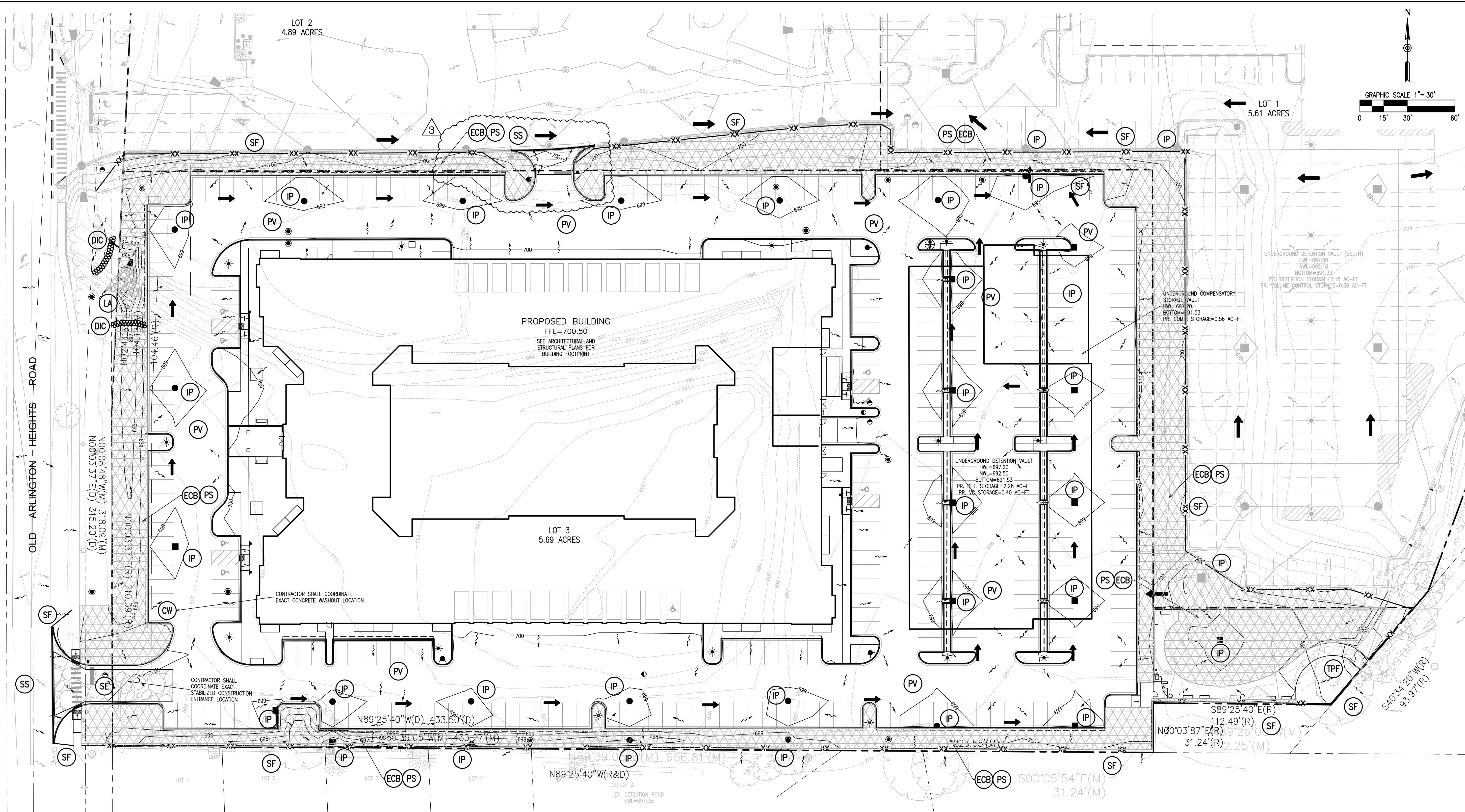
1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com

3	PER VILLAGE & MWRD	4/3/25	Date
2	PER VILLAGE	5/22/24	
1	PERMIT SET	4/12/24	
No.	Description		

G850c

1" = 30'

C6



EROSION CONTROL LEGEND:

- IP INLET PROTECTION
- SF SILT FENCE
- CW CONCRETE WASHOUT
- ECB EROSION CONTROL BLANKET (NORTH AMERICAN GREEN S75)
- PS PERMANENT SEEDING
- SS STREET SWEEPING
- PV PAVEMENT
- LA LINED APRON
- DIC TEMPORARY DITCH CHECK (SEE DETAIL)

SWPPP CONSTRUCTION SCHEDULE:

- OBTAIN ALL APPLICABLE SITE PERMITS AND THOROUGHLY REVIEW PROJECT'S STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND EROSION CONTROL PLANS PRIOR TO COMMENCEMENT OF CONSTRUCTION OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND UPDATING THE SWPPP THROUGHOUT THE DURATION OF CONSTRUCTION AS NECESSARY UNTIL FINAL SITE STABILIZATION IS ACHIEVED.
- INSTALL PERIMETER SEDIMENT CONTROL MEASURES (I.E. SILT FENCE AND STABILIZED CONSTRUCTION ENTRANCE).
- INSTALL INLET PROTECTION DEVICES FOR EXISTING STORM SEWER INLETS AND DRAINAGE STRUCTURES.
- PERFORM STORMWATER POLLUTION PREVENTION SITE INSPECTIONS ON A WEEKLY BASIS AND WITHIN TWENTY-FOUR (24) HOURS OF THE END OF A RAINFALL EVENT THAT IS 0.5 INCH OR GREATER (OR EQUIVALENT SNOWFALL). AT A MINIMUM, THE INSPECTIONS SHALL INCLUDE THE DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED, ALL STRUCTURAL CONTROL MEASURES, LOCATIONS WHERE VEHICLES ENTER OR EXIST THE SITE, AND ANY ADDITIONAL BEST MANAGEMENT PRACTICES IDENTIFIED IN THE SWPPP.
- ALL SITE EROSION AND SEDIMENT CONTROL MEASURES AND BEST MANAGEMENT PRACTICES SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND SHALL BE CONTINUOUSLY MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION. CONTRACTOR SHALL MAKE AND COMPLETE THE REQUIRED REPAIRS WITHIN FORTY-EIGHT (48) HOURS OF THE INSPECTION.
- CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL STRUCTURAL CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE SITE INSPECTIONS. COPIES OF THE WEEKLY INSPECTION REPORT SHALL BE SUBMITTED TO THE PUBLIC WORKS SUPERINTENDENT AND THE VILLAGE ENGINEER.
- BEGIN SITE CLEARING AND GRADING OPERATIONS.
- PROVIDE TEMPORARY SEEDING AND/OR MULCHING FOR ALL DISTURBED SITE AREAS THAT WILL NOT BE WORKED ON FOR MORE THAN SEVEN (7) DAYS.
- INSTALL NEW STORM SEWERS AND OTHER SITE UTILITIES AS INDICATED ON THE PLANS.
- INSTALL TEMPORARY CONCRETE WASHOUT PRIOR TO COMMENCEMENT OF ANY CONCRETE WORK ON SITE.
- BEGIN SITE PAVING OPERATIONS (I.E. DRIVES, PARKING LOTS, ETC.)
- PERFORM STREET CLEANING OPERATIONS AND OTHER BEST MANAGEMENT PRACTICES AS NEEDED FOR AREAS ADJACENT TO THE PROJECT SITE.
- INSTALL BUILDING FOUNDATIONS AND COMPLETE BUILDING CONSTRUCTION AND REMAINING SITE IMPROVEMENTS INDICATED ON THE PLANS.
- PERFORM FINAL GRADING OPERATIONS AND ESTABLISH PERMANENT VEGETATIVE COVER IN ALL LANDSCAPED AREAS.

- REMOVE ALL TEMPORARY SITE EROSION AND SEDIMENT CONTROL MEASURES WITHIN THIRTY (30) DAYS OF FINAL SITE STABILIZATION.

EROSION CONTROL NOTES:

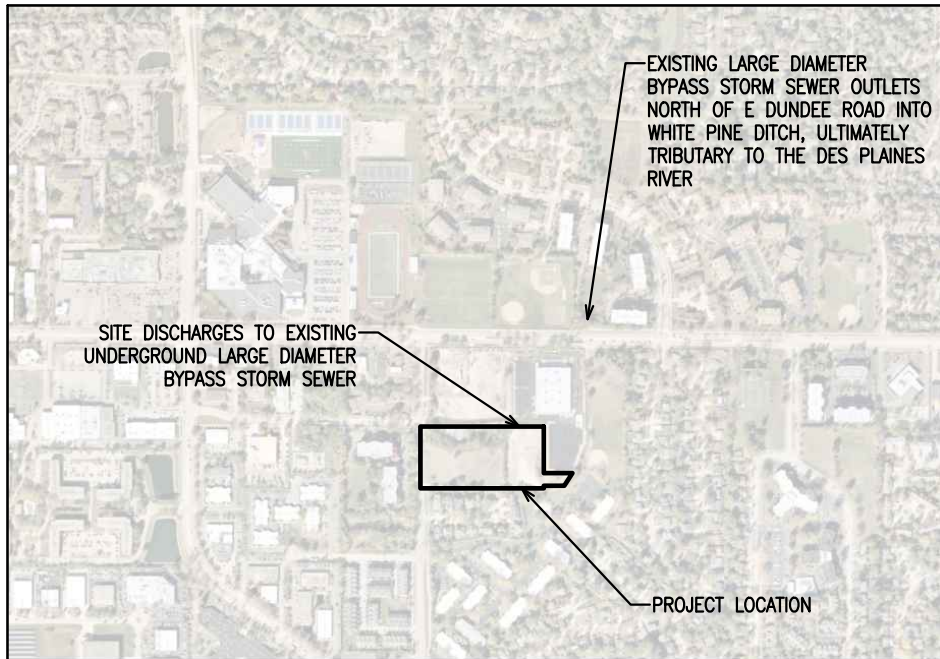
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF SITE GRADING OR DEMOLITION OPERATIONS.
- CONTRACTOR SHALL IMPLEMENT APPROPRIATE DUST CONTROL MEASURES AS NECESSARY.
- EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS ANTICIPATED BY THE ENGINEER. ADDITIONAL MEASURES MAY BE REQUIRED DURING CONSTRUCTION AS WARRANTED BY SITE CONDITIONS OR AS DIRECTED BY THE ENGINEER AND/OR PROJECT GOVERNING AUTHORITIES.
- SEE GENERAL NOTES AND SPECIFICATIONS AND STORMWATER POLLUTION PREVENTION PLANS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

EROSION CONTROL PLAN		3 PER VILLAGE & MWRD	4/3/25
LOT 3 – MULTIFAMILY RESIDENTIAL		2 PER VILLAGE	5/22/24
NOAH PROPERTIES		1 PERMIT SET	4/12/24
BUFFALO GROVE, ILLINOIS		No.	Description
JACOB & HEFNER ASSOCIATES		Date	
1335 Butterfield Rd, Suite 300, Downers Grove, IL 60515			
PHONE: (630) 652-4600, FAX: (630) 652-4601			
www.jacobandhefner.com			
G850c			
1" = 30'			
C7			

CONTROL MEASURE GROUP	CONTROL MEASURE	APPLICABLE	SYMBOL	CONTROL MEASURE CHARACTERISTICS	TEMPORARY	PERMANENT	REQUIRED MAINTENANCE
VEGETATIVE SOIL COVER	TEMPORARY SEEDING		TS	PROVIDES QUICK TEMPORARY COVER TO CONTROL EROSION WHEN PERMANENT SEEDING IS NOT DESIRED OR TIME OF YEAR IS INAPPROPRIATE	✗		RESEED ANY FAILING AREAS
	PERMANENT SEEDING	✗	PS	PROVIDES PERMANENT VEGETATIVE COVER TO CONTROL EROSION AND FILTERS SEDIMENT FROM WATER. MAY BE PART OF FINAL LANDSCAPE PLAN		✗	RESEED ANY FAILING AREAS
	DORMANT SEEDING		DS	SAME AS PERMANENT SEEDING EXCEPT IS DONE DURING DORMANT SEASON. HIGHER RATES OF SEED APPLICATION ARE REQUIRED	✗	✗	RESEED AS NEEDED
	SODDING		SO	QUICK PERMANENT VEGETATIVE COVER USED TO CONTROL EROSION AND ESTABLISH VEGETATIVE FILTER STRIP. CAN BE USED ON STEEP SLOPES OR IN DRAINAGE WAYS OR OTHER AREAS WHERE SEEDING MAY BE DIFFICULT	✗	✗	N/A
NON VEGETATIVE SOIL COVER	MACHINE TRACKING		CC	PROVIDES SOIL ROUGHING TO PREVENT EROSION		✗	N/A
	POLYMER		P	USED AS ADDED INSURANCE IN CONJUNCTION WITH TEMPORARY OR PERMANENT SEEDING. PROVIDES TEMPORARY COVER WHERE VEGETATION CANNOT BE ESTABLISHED	✗	✗	REAPPLY EVERY 1-1/2 MONTHS
	AGGREGATE COVER		AC	PROVIDES SOIL COVER ON ROADS, PARKING LOTS AND OTHER AREAS WHERE VEGETATION CANNOT BE ESTABLISHED. PREVENTS MUD FROM BEING PICKED UP AND CARRIED OFF-SITE	✗	✗	CLEAN DIRT AND SEDIMENT FROM STONE AS NEEDED
	PAVING	✗	PV	PROVIDES PERMANENT COVER ON ROADS, PARKING LOTS AND OTHER AREAS WHERE VEGETATION CANNOT BE ESTABLISHED		✗	N/A
DIVERSIONS	RIDGE DIVERSION		RD	TYPICALLY USED ABOVE SLOPES TO COLLECT RUNOFF AND TRANSFER DOWNSTREAM	✗	✗	CLEAN OUT SILT WHEN HALF FULL
	CHANNEL DIVERSION		CD	TYPICALLY USED TO DIVERT RUNOFF TO PREVENT EROSION	✗	✗	REPLACE PROTECTION AS NEEDED
	COMBINATION DIVERSION		DC	TYPICALLY USED ANYWHERE ON A SLOPE. SOIL TAKEN OUT OF A CHANNEL IS USED TO BUILD THE RIDGE	✗	✗	REPLACE PROTECTION AS NEEDED
	CURB AND GUTTER		CC	SPECIAL CASE OF DIVERSION USED IN CONJUNCTION WITH A ROAD TO DIVERT RUNOFF FROM AN AREA NEEDING EROSION PROTECTION		✗	N/A
WATERWAYS	BENCHES		B	SPECIAL CASE OF DIVERSION CONSTRUCTED WHEN WORKING ON CUT SLOPES TO SHORTEN LENGTH OF SLOPE AND PROVIDE SLOPE STABILITY	✗	✗	N/A
	VEGETATIVE CHANNEL		VC	PROVIDES ADDITIONAL STABILITY TO CHANNEL AND USED WITH RELATIVELY LOW FLOW VELOCITIES	✗	✗	REDO ANY FAILING AREAS
	LINED CHANNEL		LC	USED WHEN VEGETATION IS INADEQUATE TO PROTECT A CHANNEL FROM HIGH FLOW VELOCITIES OR WHERE VEGETATION CANNOT BE ESTABLISHED	✗	✗	REPLACE PROTECTION AS NEEDED
	STORM SEWER	✗	STM	CAN BE USED TO CONVEY SEDIMENT LADEN RUNOFF TO SEDIMENT BASIN OR IN CONJUNCTION WITH A WATERWAY	✗	✗	CLEAN OUT SEDIMENT AS NEEDED
ENCLOSED DRAINAGE	UNDER DRAIN	✗	UD	USED TO LOWER WATER TABLE AND INTERCEPT GROUNDWATER FOR BETTER VEGETATION GROWTH AND SLOPE STABILITY. USED TO CARRY BASE FLOW IN WATERWAYS AND TO DRAIN SEDIMENT BASINS.	✗	✗	N/A
	STRAIGHT PIPE SPILLWAY		SPS	USED FOR RELATIVELY SMALL VERTICAL DROPS AND SMALL FLOWS OF WATER		✗	CLEAN OUT CONSTRUCTION DEBRIS AS NEEDED
SPILLWAYS	DROP INLET PIPE SPILLWAY		DIS	SAME AS PIPE SPILLWAY EXCEPT LARGER FLOWS AND LARGE VERTICAL DROPS CAN BE ACCOMMODATED		✗	CLEAN OUT CONSTRUCTION DEBRIS AS NEEDED
	WEIR SPILLWAY		W	USED FOR RELATIVELY SMALL VERTICAL DROPS AND FLOWS IN EXCESS OF THE STORM SEWER SYSTEM	✗	✗	CLEAN OUT CONSTRUCTION DEBRIS AS NEEDED
	BOX INLET WEIR SPILLWAY		BS	SAME AS WEIR SPILLWAY EXCEPT LARGER FLOWS CAN BE ACCOMMODATED DUE TO LOWER WEIR LENGTH	✗	✗	CLEAN OUT CONSTRUCTION DEBRIS AS NEEDED
	OUTLETS		LA	PROTECTS DOWNSTREAM CHANNEL FROM HIGH VELOCITY OF FLOW DISCHARGING FROM FLARED END SECTIONS OR OTHER OUTLET STRUCTURES	✗	✗	REPAIR DISLODGED STONES AND EROSION UNDER RIP-RAP AS NEEDED
SEDIMENT BASINS	SEDIMENT BASIN		SB	USED TO COLLECT SMALLER PARTICLES AND TO DETAIN WATER WITH A CONTROLLED RELEASE	✗	✗	CLEAN OUT SEDIMENT WHEN HALF FULL
	SEDIMENT TRAP		ST	USED TO COLLECT LARGER PARTICLES AND TO DETAIN WATER WITH A CONTROLLED RELEASE	✗	✗	CLEAN OUT SEDIMENT WHEN HALF FULL
	SILT FENCE	✗	SF	USED TO FILTER SEDIMENT FROM RUNOFF	✗		CLEAN OUT SEDIMENT WHEN HALF FULL AND REPAIR AS NEEDED
	VEGETATIVE FILTER		VF	USED ALONG DRAINAGE WAYS OR PROPERTY LINES TO FILTER SEDIMENT FROM RUNOFF	✗	✗	REDO ANY FAILING AREAS
MUD AND DUST CONTROL	STABILIZED CONSTRUCTION ENTRANCE	✗	SE	PREVENTS MUD AND SEDIMENT FROM BEING PICKED UP AND CARRIED OFF-SITE	✗	✗	SCRAPE MUD AND REPLACE STONE AS NEEDED
	DUST CONTROL	✗	DT	PREVENTS DUST FROM LEAVING CONSTRUCTION SITE	✗		REAPPLY AS NEEDED
EROSION CONTROL	EROSION CONTROL BLANKET	✗	ECB	PROTECTS SOIL, PREVENTS SEED WASHOUT AND HELPS GROW VEGETATION	✗		REPLACE AS NEEDED
	TURF REINFORCEMENT MAT		TRM	REINFORCES TURF IN CHANNELS, SHORELINES AND HIGH FLOW AREAS		✗	REPLACE AS NEEDED
	CELLULAR CONFINEMENT		CF	USED FOR SOIL STABILIZATION	✗	✗	REPLACE AS NEEDED
	GABIONS		GA	USED TO PREVENT EROSION IN HIGH FLOW AREAS	✗	✗	REPLACE AS NEEDED
	GEOTEXTILE FABRIC		GF	USED FOR EROSION AND SEDIMENT CONTROL, SOIL SEPARATION AND SOIL STABILIZATION	✗	✗	REPLACE AS NEEDED
	GEOBLOCK POROUS PAVEMENT		PP	USED FOR FIRE LANE ACCESS OR VEGETATIVE PAVEMENT	✗	✗	REPLACE AS NEEDED
SEDIMENT CONTROL	INLET PROTECTION	✗	IP	USED TO PREVENT SEDIMENT FROM ENTERING THE STORM SEWER SYSTEM	✗		REPLACE OR CLEAN WHEN CLOGGED
	SLOPE INTERRUPT		SI	USED TO BREAK UP RUNOFF FLOW ON A SLOPE	✗		CLEAN OUT SEDIMENT WHEN HALF FULL
	DITCH CHECK	✗	DC	USED FOR SEDIMENT FLOW CONTROL IN SWALES AND CHANNELS	✗	✗	CLEAN OUT SEDIMENT WHEN HALF FULL
	FLOC LOG		FL	USED TO CLARIFY WATER THAT HAS SEDIMENT IN THE WATERY COLUMN	✗	✗	REPLACE WHEN HALF DISSOLVED
	SILT CURTAIN		SC	USED FOR SEDIMENT CONTROL IN STREAMS, PONDS, ETC.	✗	✗	REPLACE WHEN FABRIC IS TORN OR HOLES BEGIN TO FORM
	PUMPING DISCHARGE BAG	✗	PB	USED FOR PUMP DISCHARGE LINES	✗		REPLACE WHEN HALF FULL, FABRIC IS TORN OR HOLES BEGIN TO FORM
	CONCRETE WASHOUT	✗	CW	USED TO WASH OUT CONCRETE TRUCKS	✗		CLEAN OUT WHEN HALF FULL AND CLEAN WASHOUT GRAVEL AREA AS NEEDED
	STREET SWEEPING	✗	SS	USED TO PREVENT SILT BUILD UP IN STREETS	✗	✗	CLEAN ONCE A WEEK OR AS NEEDED TO KEEP STREET CLEAN

STORMWATER POLLUTION PREVENTION CONSTRUCTION AND MAINTENANCE SCHEDULE

EROSION/SEDIMENT CONTROL MEASURE	INSTALLATION SEQUENCE	MAINTENANCE FREQUENCY
TEMPORARY DIVERSION SWALE AND SILT TRAPS	PRIOR TO CLEARING AND GRADING	AS NEEDED
STONE STABILIZED CONSTRUCTION ENTRANCE	PRIOR TO CLEARING AND GRADING	AS NEEDED
SILT FENCE	PRIOR TO CLEARING AND GRADING	WEEKLY, AFTER STORM EVENTS AND AS NEEDED
EXISTING INLET PROTECTION	PRIOR TO CLEARING AND GRADING	WEEKLY, AFTER STORM EVENTS AND AS NEEDED
TREE PROTECTION	PRIOR TO CLEARING AND GRADING	WEEKLY, AFTER STORM EVENTS AND AS NEEDED
TEMPORARY DIVERSIONS	ALONG WITH ROUGH GRADING	WEEKLY, AFTER STORM EVENTS AND AS NEEDED
TEMPORARY SEEDING	AFTER ROUGH GRADING	WEEKLY, AFTER STORM EVENTS AND AS NEEDED
PERMANENT SEEDING, SOD, LANDSCAPING	AFTER FINISH GRADING	WATER AS NEEDED
EROSION CONTROL MATTING	AFTER FINISH GRADING	WEEKLY, AFTER STORM EVENTS AND AS NEEDED
INLET PROTECTION	AFTER EACH INLET IS CONSTRUCTED	WEEKLY, AFTER STORM EVENTS AND AS NEEDED
REMOVAL OF EROSION/SEDIMENT CONTROL MEASURES	AFTER ALL DISTURBED AREAS ARE STABILIZED	N/A



SWPPP NOTES:

THIS PLAN HAS BEEN PREPARED TO COMPLY WITH THE PROVISIONS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT NUMBER ILR10, ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, WHICH AUTHORIZES STORMWATER DISCHARGES RESULTING FROM CONSTRUCTION SITE ACTIVITIES AND THE SOIL EROSION AND SEDIMENT CONTROL ORDINANCES AND REQUIREMENTS OF THE LOCAL GOVERNING AUTHORITIES.

1. SITE DESCRIPTION

A. THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED CONSTRUCTION ACTIVITIES THAT ARE THE SUBJECT OF THIS PLAN:

THE SITE IMPROVEMENTS ASSOCIATED WITH THE PROPOSED INDUSTRIAL DEVELOPMENT WILL INCLUDE THE FOLLOWING: DEMOLITION, MASS GRADING, UNDERGROUND DETENTION VAULT, PAVEMENT CONSTRUCTION, INSTALLATION OF UTILITIES INCLUDING STORM SEWERS, SANITARY SEWERS AND WATERMAIN AND SOIL EROSION AND SEDIMENTATION CONTROL MEASURES.

B. THE FOLLOWING IS A DESCRIPTION OF THE INTENDED SEQUENCE OF MAJOR ACTIVITIES WHICH WILL DISTURB SOILS FOR MAJOR PORTIONS OF THE CONSTRUCTION SITE, SUCH AS GRUBBING, EXCAVATION, AND GRADING:

THE SEQUENCE OF THE CONSTRUCTION ACTIVITIES MAY BE AS FOLLOWS: 1) INSTALL PERIMETER CONTROLS INCLUDING SILT FENCE AND STABILIZED CONSTRUCTION ENTRANCE, 2) SITE DITCHING, 3) MASS GRADING, 4) UNDERGROUND UTILITIES INSTALLATION, 5) BUILDING FOUNDATIONS, 6) FINE GRADING IN PAVEMENT AREAS AND 7) PAVEMENT AND BUILDING CONSTRUCTION. THE SOIL EROSION AND SEDIMENTATION CONTROL ITEMS WILL BE CONSTRUCTED AND MAINTAINED AS NEEDED DURING THE ABOVE CONSTRUCTION ACTIVITIES.

C. THE TOTAL AREA OF THE CONSTRUCTION SITE IS ESTIMATED TO BE 5.69 ACRES.

THE TOTAL AREA OF THE SITE THAT IS ESTIMATED TO BE DISTURBED BY EXCAVATION, GRADING, OR OTHER CONSTRUCTION ACTIVITIES IS 5.69 ACRES.

D. THE ESTIMATED RUNOFF COEFFICIENTS OF THE VARIOUS AREAS OF THE SITE AFTER CONSTRUCTION ACTIVITIES ARE COMPLETED ARE CONTAINED IN THE PROJECT DRAINAGE STUDY, TITLED STORMWATER MANAGEMENT REPORT FOR LOT 3-MULTIFAMILY RESIDENTIAL, AS PREPARED BY JACOB & HEFNER ASSOCIATES, INC. WHICH IS HEREBY INCORPORATED BY REFERENCE IN THIS PLAN.

THE ESTIMATED PROPOSED OVERALL SITE RUNOFF COEFFICIENT IS 0.66.

E. EXISTING DATA DESCRIBING SOILS OR QUALITY OF DISCHARGE (SEE SOILS REPORT IF AVAILABLE) POOR/FAIR/GOOD/NOT AVAILABLE: FAIR

F. NAME OF RECEIVING WATER(S): VILLAGE OF BUFFALO GROVE STORM SEWERS

G. NAME OF ULTIMATE RECEIVING WATER(S): DES PLAINES RIVER

H. EXISTING AREAS EXHIBITING WETLAND CHARACTERISTICS: 0.00 ACRES

2. CONTROLS

THIS SECTION OF THE PLAN ADDRESSES THE VARIOUS CONTROLS THAT WILL BE IMPLEMENTED FOR EACH OF THE MAJOR CONSTRUCTION ACTIVITIES DESCRIBED IN 1.B ABOVE. FOR EACH MEASURE DISCUSSED, THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR ITS IMPLEMENTATION AS INDICATED. EACH SUCH CONTRACTOR HAS SIGNED THE REQUIRED CERTIFICATION ON FORMS WHICH ARE ATTACHED TO, AND ARE A PART OF, THIS PLAN.

A. EROSION AND SEDIMENT CONTROLS

(I) STABILIZATION PRACTICES: PROVIDED BELOW IS A DESCRIPTION OF INTERIM AND PERMANENT STABILIZATION PRACTICES, INCLUDING SITE-SPECIFIC SCHEDULING OF THE IMPLEMENTATION OF THE PRACTICES. SITE PLANS WILL ENSURE THAT EXISTING VEGETATION IS PRESERVED WHERE ATTAINABLE AND DISTURBED PORTIONS OF THE SITE WILL BE STABILIZED. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 7 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED ON ALL DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY WILL NOT OCCUR FOR A PERIOD OF 21 OR MORE CALENDAR DAYS.

WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES IS PRECLUDED BY SNOW COVER, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE THEREAFTER.

THE FOLLOWING INTERIM AND PERMANENT STABILIZATION PRACTICES, AS A MINIMUM, WILL BE IMPLEMENTED TO STABILIZE THE DISTURBED AREA OF THE SITE:

1. PERMANENT SEEDING
2. SILT FENCE
3. VEGETATIVE FILTER
4. STABILIZED CONSTRUCTION ENTRANCE
5. BARRIER FILTER

(II) STRUCTURAL PRACTICES: PROVIDED BELOW IS A DESCRIPTION OF STRUCTURAL PRACTICES THAT WILL BE IMPLEMENTED, TO THE DEGREE ATTAINABLE, TO DIVERT FLOWS FROM EXPOSED SOILS, STORE FLOWS OR OTHERWISE LIMIT RUNOFF AND THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. THE INSTALLATION OF THESE DEVICES MAY BE SUBJECT TO SECTION 404 OF THE CLEAN WATER ACT.

1. DETENTION/RETENTION POND(S)
2. STORM SEWER SYSTEM
3. RIP-RAP OUTLET PROTECTION
4. PERMANENT SEEDING

(III) DUST CONTROL: DUST CONTROL SHALL BE PROVIDED PER STANDARD 825 OF ILLINOIS URBAN MANUAL. THE FOLLOWING DUST CONTROL METHODS CAN BE USED:

1. IRRIGATION
2. SPRAY ON ADHESIVE
3. VEGETATIVE COVER
4. MULCHING

(IV) TEMPORARY PRACTICES: PROVIDED BELOW IS A DESCRIPTION OF STRUCTURAL PRACTICES THAT WILL BE IMPLEMENTED DURING CONSTRUCTION ON A TEMPORARY BASIS UNTIL THE SITE REACHES FINAL STABILIZATION.

1. TEMPORARY SEEDING
2. SILT FENCE
3. EROSION CONTROL BLANKET
4. SILT FENCE

NPDES GENERAL CONTRACTOR CERTIFICATION

THIS CERTIFICATION STATEMENT IS A PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR THE PROJECT DESCRIBED BELOW, IN ACCORDANCE WITH NPDES GENERAL PERMIT NO. ILR10 AS ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY.

PROJECT TITLE: LOT 3 - MULTIFAMILY RESIDENTIAL

PROJECT LOCATION: BUFFALO GROVE COOK ILLINOIS
MUNICIPALITY COUNTY STATE

CONTRACTOR: _____

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT NO. ILR10 THAT AUTHORIZES STORMWATER DISCHARGES RESULTING FROM CONSTRUCTION ACTIVITIES AND THE PROJECT STORMWATER POLLUTION PREVENTION PLAN (SWPPP).

SIGNATURE _____ DATE _____

SEEDING CHART

STABILIZATION TYPE	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
PERMANENT SEEDING			A			* - *			→			
DORMANT SEEDING	B			→							B	→
TEMPORARY SEEDING			C			→	D		→			
SODDING			E **						→			
MULCHING	F											→
A. KENTUCKY BLUEGRASS 90 LBS/ACRE MIXED WITH PERENNIAL RYEGRASS 30 LBS/ACRE B. KENTUCKY BLUEGRASS 135 LBS/ACRE MIXED WITH PERENNIAL RYEGRASS 45 LBS/ACRE + 2 TONS STRAW MULCH/ACRE C. SPRING OATS 100 LBS/ACRE D. WHEAT OR CEREAL RYE 150 LBS/ACRE E. SOD F. STRAW MULCH 2 TONS/ACRE * IRRIGATION NEEDED DURING JUNE AND JULY ** IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOD												

B. STORMWATER MANAGEMENT

(II) PROVIDED BELOW IS A DESCRIPTION OF MEASURES THAT WILL BE INSTALLED DURING THE CONSTRUCTION PROCESS TO CONTROL POLLUTANTS IN STORMWATER DISCHARGES THAT WILL OCCUR AFTER CONSTRUCTION OPERATIONS HAVE BEEN COMPLETED. THE INSTALLATION OF THESE DEVICES MAY BE SUBJECT TO SECTION 404 OF THE CLEAN WATER ACT.

THE PRACTICES SELECTED FOR IMPLEMENTATION WERE DETERMINED ON THE BASIS OF THE TECHNICAL GUIDANCE CONTAINED IN IEPA'S STANDARD SPECIFICATIONS FOR SOIL EROSION AND SEDIMENTATION CONTROL, AND OTHER ORDINANCES LISTED IN THE SPECIFICATIONS. THE STORMWATER POLLUTANT CONTROL MEASURES SHALL INCLUDE:

1. SILT FENCE
2. BARRIER FILTERS
3. STORM SEWER SYSTEM
4. DETENTION/RETENTION POND(S)

(I) VELOCITY DISSIPATION DEVICES WILL BE PLACED AT DISCHARGE LOCATIONS AND ALONG THE LENGTH OF ANY OUTFALL CHANNEL AS NECESSARY TO PROVIDE A NON-EROSIVE VELOCITY FLOW FROM THE STRUCTURE TO A WATER COURSE SO THAT THE NATURAL PHYSICAL AND BIOLOGICAL CHARACTERISTICS AND FUNCTIONS ARE MAINTAINED AND PROTECTED (E.G., MAINTENANCE OF HYDROLOGIC CONDITIONS, SUCH AS THE HYDROPERIOD AND HYDRODYNAMICS PRESENT PRIOR TO THE INITIATION OF CONSTRUCTION ACTIVITIES).

STORMWATER MANAGEMENT CONTROL INCLUDES:

1. RIP-RAP FOR OUTLET PROTECTION
2. DITCH CHECKS

C. OTHER CONTROLS

(I) WASTE DISPOSAL: THE SOLID WASTE MATERIALS INCLUDING TRASH, CONSTRUCTION DEBRIS, EXCESS CONSTRUCTION MATERIALS, MACHINERY, TOOLS AND OTHER ITEMS WILL BE COLLECTED AND DISPOSED OF OFF-SITE BY THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE TO ACQUIRE ANY PERMIT REQUIRED FOR SUCH DISPOSAL. BURNING ON THE SITE WILL NOT BE PERMITTED. NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, SHALL BE DISCHARGED INTO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.

(II) HAZARDOUS MATERIALS INCLUDING BUT NOT LIMITED TO FUEL, OIL, HYDRAULIC FLUIDS, OTHER PETROLEUM PRODUCTS, PAINT, EQUIPMENT MAINTENANCE FLUIDS, FERTILIZERS ECT. SHALL BE STORED IN STRUCTURALLY SOUND AND SEALED CONTAINERS WITHIN A DESIGNATED HAZARDOUS MATERIAL STORAGE AREA. SECONDARY CONTAINMENT SHALL BE PROVIDED FOR WASTE IN THE HAZARDOUS MATERIAL STORAGE AREA. ANY CHEMICAL CONTAINER WITH A STORAGE OF 55 GALLONS OR MORE MUST BE STORED A MINIMUM OF 50' FROM RECEIVING WATERS, CONSTRUCTED OR NATURAL SITE DRAINAGE FEATURES, AND STORM DRAIN INLETS. ALL HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE STATE, MUNICIPAL, AND FEDERAL LAWS.

(III) ALL SANITARY SEWAGE SHALL BE DISCHARGED TO THE EXISTING AND/OR PROPOSED SANITARY SEWER SYSTEM CONSTRUCTED PER IEPA AND LOCAL STANDARDS. TEMPORARY SANITARY FACILITIES (PORTABLE TOILETS) SHALL BE PROVIDED AND MAINTAINED AT THE SITE THROUGHOUT THE DURATION OF CONSTRUCTION.

(IV) ALL CONSTRUCTION EQUIPMENT AND VEHICLE WASHING SHALL TAKE PLACE OFF SITE.

(V) ALL MAJOR EQUIPMENT/VEHICLE FUELING AND MAINTENANCE SHALL BE PERFORMED OFF-SITE. IF NECESSARY, A SMALL, TWENTY (20) GALLON PICKUP BED FUEL TANK WILL BE KEPT ON-SITE IN THE COMBINED STORAGE AREA. WHEN VEHICLE FUELING MUST OCCUR ON-SITE, THE FUELING ACTIVITY WILL OCCUR IN THE STAGING AREA.

(VI) ALL PERSONNEL ON-SITE SHALL BE TRAINED IN SPILL PREVENTION AND CONTROL. SPILL KITS WITHIN MATERIAL STORAGE AREAS SHALL BE PRESENT AND UTILIZED TO CONTAIN ALL CHEMICAL/MATERIAL SPILLS REGARDLESS OF SIZE. SPILL KITS SHALL BE EQUIPPED WITH ALL NECESSARY ABSORBENT MATERIALS, RAGS, CONTAINERS, AND SAFETY EQUIPMENT IN ORDER TO CONTAIN SPILLS IN SAFE AND EFFECTIVE MANNER PREVENTING CONTAMINATION OF SURROUNDING SOIL AND WATER BODIES. ALL MATERIAL USED FOR COVER MATERIALS SHALL BE HAULED OFF SITE IMMEDIATELY AND DISPOSED OF LEGALLY. SPILLS LARGER THAN REPORTABLE QUANTITIES SHALL BE REPORTED TO THE NATIONAL RESPONSE CENTER AT (800) 424-8802.

D. APPROVED STATE OR LOCAL PLANS

(V) THE MANAGEMENT PRACTICES, CONTROLS, AND OTHER PROVISIONS CONTAINED IN THIS PLAN ARE AT LEAST AS PROTECTIVE AS THE REQUIREMENTS CONTAINED IN THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL DATED OCTOBER 1987. ILLINOIS PROCEDURES AND STANDARDS FOR URBAN SOIL EROSION AND SEDIMENTATION PLAN, AND THE MUNICIPAL SUBDIVISION ORDINANCE. REQUIREMENTS SPECIFIED IN SEDIMENT AND EROSION CONTROL SITE PLANS, STORMWATER MANAGEMENT SITE PLANS OR SITE PERMITS APPROVED BY LOCAL OFFICIALS THAT ARE APPLICABLE TO PROTECTING SURFACE WATER RESOURCES ARE, UPON SUBMITTAL OF AN NOI, TO BE AUTHORIZED TO DISCHARGE UNDER THIS PERMIT, INCORPORATED BY REFERENCE AND ARE ENFORCEABLE UNDER THIS PERMIT EVEN IF THEY ARE NOT SPECIFICALLY INCLUDED IN THE PLAN.

3. MAINTENANCE

THE FOLLOWING IS A DESCRIPTION OF PROCEDURES THAT WILL BE USED TO MAINTAIN, IN GOOD AND EFFECTIVE OPERATING CONDITIONS, VEGETATION, EROSION AND SEDIMENT CONTROL MEASURES AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THIS PLAN AND THE STANDARD SPECIFICATIONS.

A. STABILIZED CONSTRUCTION ENTRANCE: THE ENTRANCE SHALL BE MAINTAINED TO PREVENT TRACKING OF SEDIMENT ONTO PUBLIC STREETS. THIS WILL BE DONE BY TOP DRESSING WITH ADDITIONAL STONES, REMOVING AND REPLACING TOP LAYER OF STONES OR WASHING THE ENTRANCE. THE SEDIMENT WASHED ON THE PUBLIC RIGHT-OF-WAY WILL BE REMOVED IMMEDIATELY.

B. VEGETATIVE EROSION CONTROL MEASURES: THE VEGETATIVE GROWTH OF TEMPORARY AND PERMANENT SEEDING, SODDING, VEGETATIVE CHANNELS, VEGETATIVE FILTER, ETC. SHALL BE MAINTAINED PERIODICALLY AND SUPPLIED WITH ADEQUATE WATERING AND FERTILIZER. THE VEGETATIVE COVER SHALL BE REMOVED AND RESEED AS NECESSARY.

C. SEDIMENTATION BASINS/TRAPS: SEDIMENT SHALL BE REMOVED WHEN 40-50 PERCENT OF THE TOTAL ORIGINAL CAPACITY OF THE SEDIMENT BASIN/TRAP IS FILLED WITH SEDIMENT. IN NO CASE SHALL THE SEDIMENT BE BUILT UP TO MORE THAN 1 FOOT BELOW THE GREST ELEVATION. AT THIS STAGE, THE BASIN SHALL BE CLEANED OUT TO RESTORE ITS ORIGINAL VOLUME.

D. SILT FENCE: THE DAMAGED SILT FENCE SHALL BE RESTORED TO MEET THE STANDARDS OR REMOVED AND REPLACED AS NEEDED.

E. STRAW BALE BARRIER FILTERS: THE STRAW BALE BARRIER FILTER SHALL BE INSPECTED FREQUENTLY AND SHALL BE REPAIRED OR REMOVED AND REPLACED AS NEEDED.

F. RIP-RAP OUTLET PROTECTION: RIP-RAP OUTLET PROTECTION SHALL BE INSPECTED AFTER HIGH FLOWS FOR ANY SCOUR BENEATH THE RIP-RAP OR FOR STONES THAT HAVE BEEN DISLODGED. IT SHALL BE REPAIRED IMMEDIATELY AS NEEDED.

G. STABILIZATION OF DISTURBED AREAS MUST BE INITIATED WITHIN 1 WORKING DAY AND COMPLETED WITHIN 14 DAYS OF INITIATION OF ANY PORTION OF THE SITE THAT WILL NOT BE DISTURBED FOR AT LEAST 14 CALENDAR DAYS. A RECORD OF THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, WHEN CONSTRUCTION ACTIVITIES (TEMPORARY OR PERMANENT) CEASE ON A PORTION OF THE SITE, AND WHEN STABILIZATION MEASURES ARE INITIATED MUST BE COMPLETED BY THE PERMITEE.

H. ACCUMULATED SEDIMENT MUST BE REMOVED FROM THE STORMWATER MANAGEMENT BASIN(S) ON A REGULAR BASIS. ENSURE SEDIMENT TRAPS (INLETS) AND STONE APRONS (OUTLETS) ARE FREE FROM EXCESS SEDIMENT AND/OR DEBRIS AND FUNCTIONING AS INTENDED.

I. ALL INLETS ON OR NEAR THE CONSTRUCTION SITE SHALL HAVE THE SPECIFIED INLET FILTER INSTALLED AS SOON AS CONSTRUCTION COMMENCES OR THE INLET IS CONSTRUCTED (PROVIDED THERE IS AUTHORITY TO ACCESS OFFSITE INLETS). THE FILTERS SHOULD BE MONITORED FOR SEDIMENT ACCUMULATION BOTH IN OR ADJACENT TO THE INLET. THE FILTER SHOULD BE CLEANED OR REPLACED IF EXCESS SEDIMENT IS OBSERVED OR THE PERFORMANCE IS COMPROMISED. WHERE EVIDENCE OF SEDIMENT ACCUMULATION IS OBSERVED, THE DEPOSITED SEDIMENT SHALL BE REMOVED BY THE END OF THE SAME BUSINESS DAY IN WHICH THE SEDIMENT WAS FOUND OR BY THE END OF THE FOLLOWING BUSINESS DAY IF REMOVAL BY THE SAME BUSINESS DAY IS NOTE FEASIBLE.

4. INSPECTIONS

THE OWNER OR OWNER'S REPRESENTATIVE SHALL PROVIDE QUALIFIED PERSONNEL TO INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE WHICH HAVE NOT BEEN FINALLY STABILIZED, STRUCTURAL CONTROL MEASURES, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE. SUCH INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT THAT IS 0.5 INCHES OR GREATER OR EQUIVALENT SNOWFALL.

A. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF SITE SEDIMENT TRACKING.

B. BASED ON THE RESULTS OF THE INSPECTION, THE DESCRIPTION OF POTENTIAL POLLUTANT SOURCES IDENTIFIED IN SECTION 1.A ABOVE AND POLLUTION PREVENTION MEASURES IDENTIFIED IN SECTION 2.A ABOVE SHALL BE REVISITED AS APPROPRIATE AS SOON AS PRACTICABLE AFTER SUCH INSPECTION. ANY CHANGES TO THIS PLAN RESULTING FROM THE REQUIRED INSPECTIONS SHALL BE IMPLEMENTED WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE INSPECTION.

C. AREAS INACCESSIBLE DURING INSPECTIONS DUE TO FLOODING OR OTHER UNSAFE CONDITIONS MUST BE INSPECTED WITHIN 72 HOURS OF BECOMING ACCESSIBLE. ANY FLOODING OR OTHER UNSAFE CONDITIONS THAT DELAY INSPECTIONS MUST BE DOCUMENTED IN THE INSPECTION REPORT.

D. A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THIS STORMWATER POLLUTION PREVENTION PLAN, AND ACTIONS TAKEN IN ACCORDANCE WITH SECTION 4.B. SHALL BE MADE AND RETAINED AS PART OF THE PLAN FOR AT LEAST THREE (3) YEARS AFTER THE DATE OF THE INSPECTION. THE REPORT SHALL BE SIGNED IN ACCORDANCE WITH PART V.G OF THE GENERAL NPDES PERMIT.

E. ALL SWPPPS AND COMPLETED INSPECTION FORMS/REPORTS REQUIRED UNDER THIS PERMIT SHALL BE MADE AVAILABLE TO THE PUBLIC WITHIN 30 DAYS UPON REQUEST. IF THE SWPPP OR INSPECTION FORM/REPORT CANNOT BE PROVIDED, THE PERMITEE MUST RESPOND TO THE REQUEST WITHIN 30 DAYS WITH A STATEMENT THAT EXPLAINS WHY THE DOCUMENT CANNOT BE PROVIDED. ANY PORTION OF THE SWPPP MAY BE CLAIMED AS CONFIDENTIAL.

F. INSPECTIONS MAY BE REDUCED TO ONCE PER MONTH WHEN CONSTRUCTION ACTIVITIES HAVE CEASED DUE TO FROZEN CONDITIONS. WEEKLY INSPECTION MUST RECOMMENCE WHEN CONSTRUCTION ACTIVITIES ARE CONDUCTED, IF THERE IS A 0.5 INCHES OR GREATER RAIN EVENT, OR A DISCHARGE DUE TO SNOWMELT OCCURS.

G. ALL AREAS WHERE STORMWATER TYPICALLY FLOWS WITHIN THE SITE MUST BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. ALL LOCATIONS WHERE STABILIZATION MEASURES HAVE BEEN IMPLEMENTED MUST BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY.

5. NON-STORMWATER DISCHARGE

EXCEPT FOR FLOWS FROM FIRE FIGHTING ACTIVITIES, SOURCES OF NON-STORMWATER THAT MAY BE COMBINED WITH STORMWATER DISCHARGES ASSOCIATED WITH THE CONSTRUCTION ACTIVITY ADDRESSED IN THIS PLAN ARE DESCRIBED BELOW:

1. WATER MAIN FLUSHING
2. FIRE HYDRANT FLUSHING
3. WATERING FOR DUST

(DIC) ROLLED EROSION CONTROL PRODUCTS

Staking Pattern Guide

Stake Detail

Compost Filter Sock Detail

Notes:

- Drawings are not to scale.
- Ends of wattles or rolls excavator shall be turned at least 90° up-slope.
- Recommended slopes are 1:1 or less.
- Stakes shall not extend above the straw wattle more than 2".
- Spacing: The top of the downstream ditch check shall be placed at the top of the downstream ditch check.
- When compost filter sock ditch check is used, place a compost berm upstream of the filter sock (see ILM 805). A trench is not required.

REFERENCE

Project	Date
Designed	
Checked	
Approved	

STANDARD DWG. NO.
IUM-514
SHEET 1 OF 1
DATE: 8-19-11

(SE) STABILIZED CONSTRUCTION ENTRANCE PLAN

PLAN VIEW

PLAN VIEW

Notes:

- Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, Table I or 2, Class I, II or IV and shall be placed over the cleared area prior to the placing of rock.
- Rock or reclaimed concrete shall meet one of the following IDOT coarse aggregate gradation: CA-1, CA-2, CA-3 or CA-4 and be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class III compaction.
- Any drainage facilities required because of washing shall be constructed according to manufacturer's specifications.
- If wash racks are used they shall be installed according to the manufacturer's specifications.

REFERENCE

Project	Date
Designed	
Checked	
Approved	

STANDARD DWG. NO.
IL-630
SHEET 1 OF 2
DATE: 8-18-94

(SE) STABILIZED CONSTRUCTION ENTRANCE PLAN

SECTION A-A

SECTION B-B

REFERENCE

Project	Date
Designed	
Checked	
Approved	

STANDARD DWG. NO.
IL-630
SHEET 2 OF 2
DATE: 8-18-94



NOTES:

- CONTRACTOR SHALL PROVIDE PREFABRICATED CONCRETE WASHOUT BIN WITH MINIMUM 30-MIL POLYETHYLENE LINER.
- STOP WASHING OUT CONCRETE IF WATER IS OBSERVED RUNNING OFF THE DESIGNATED AREA OR IF THE CONTAINMENT SYSTEM IS LEAKING OR OVERFLOWING AND INEFFECTIVE.
- INSPECT DAILY AND AFTER EACH STORM EVENT, INSPECT THE INTEGRITY OF THE OVERALL STRUCTURE INCLUDING, WHERE APPLICABLE, THE CONTAINMENT SYSTEM.
- THE CONCRETE WASHOUT SYSTEM SHOULD BE REPAIRED OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR ALL CONCRETE WASTE.

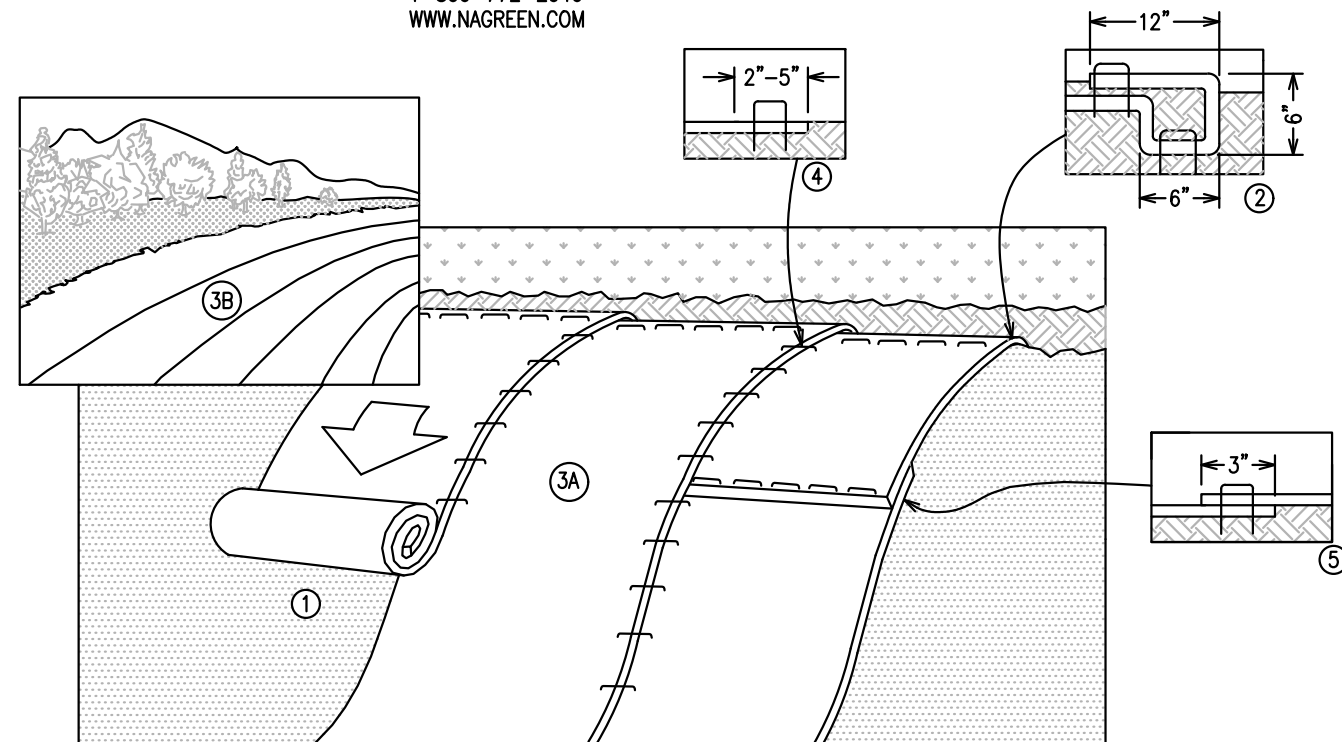
CW

CONCRETE WASHOUT DETAIL

NOTES:

- PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (REC'S), INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED (NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN).
- BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE REC'S IN A 6" (15 CM) DEEP X 6" (15 CM) WIDE TRENCH WITH APPROXIMATELY 12" (30cm) OF REC'S EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE REC'S WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30 CM) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30 CM) PORTION OF REC'S BACK OVER SEED AND COMPACTED SOIL. SECURE REC'S OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30 CM) APART ACROSS THE WIDTH OF THE REC'S.
- ROLL THE REC'S (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. REC'S WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL REC'S MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
- THE EDGES OF PARALLEL REC'S MUST BE STAPLED WITH APPROXIMATELY 2"-5" (5 CM-12.5 CM) OVERLAP DEPENDING ON REC'S TYPE.
- CONSECUTIVE REC'S SPICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5 CM) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30 CM) APART ACROSS ENTIRE REC'S WIDTH.
- ONLY BIODEGRADABLE STAPLES SHALL BE USED (NOTE: IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15 CM) MAY BE NECESSARY TO PROPERLY SECURE THE REC'S).

NORTH AMERICAN GREEN
1-800-772-2040
WWW.NAGREEN.COM



ECB

EROSION CONTROL BLANKET DETAIL

ELEVATION

FABRIC ANCHOR DETAIL

ATTACHING TWO SILT FENCES

Notes:

- TEMPORARY SILT FENCE SHALL BE INSTALLED AROUND PROJECT PERIMETER PRIOR TO ANY GRADING WORK IN THE AREA TO BE PROTECTED. THEY SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED IN CONJUNCTION WITH THE FINAL GRADING AND SITE STABILIZATION.
- GEOTEXTILE FILTER FABRIC SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.
- FENCE POSTS SHALL BE EITHER STANDARD STEEL OR WOOD POSTS WITH A MINIMUM CROSS SECTIONAL AREA OF THREE (3) SQUARE INCHES.

Notes:

- PLACE THE END POST OF THE SECOND FENCE INSIDE THE END POST OF THE FIRST FENCE.
- ROTATE BOTH POSTS AT LEAST 180 DEGREES IN A CLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FABRIC MATERIAL.
- DRIVE BOTH POSTS A MINIMUM OF EIGHTEEN (18) INCHES INTO THE GROUND AND BURY THE FLAP.

SF

SILT FENCE DETAIL

FLEXSTORM
1-866-287-8655
WWW.INLETFILTERS.COM

IPP Flexstorm Inlet Filter Specifications

Material Property	Test Method	Value (min ave)
> Inner Filter Bag Specs (2 ft ² min val)		
Grab Tensile	ASTM D 4632	100 lbs
Puncture Strength	ASTM D 4833	65 lbs
Trapezoidal Tear	ASTM D 4533	45 lbs
UV Resistance	ASTM D 4355	70% at 500 hrs
App Open Size (AOS)	ASTM D 4751	70 sieve (212 mm)
Permeability	ASTM D 4491	2.0 /sec
Water Flow Rate	ASTM D 4491	145 gpm/sqft
> Polyester Outer Reinforcement Bag Specifications		
Weight	ASTM D 3776	4.55 oz/sqyd +/- 15%
Thickness	ASTM D 1777	.040 +/- .005
> Frame Construction		
A36 Structural Steel; 11 Gauge; Zinc Plated	ASTM A 576	Tensile Strength > 58,000 psi; Yield Strength > 36,000 psi

TYPICAL COMBINATION INLET FILTER

TYPICAL RECTANGULAR INLET FILTER

TYPICAL ROUND INLET FILTER

INSTALLATION PROCEDURE:

- REMOVE GRATE.
- DROP FLEXSTORM INLET FILTER ONTO LOAD BEARING LIP OF CASTING OR CONCRETE STRUCTURE.
- REPLACE GRATE.

IP

INLET PROTECTION DETAIL

JACOB & HEFNER ASSOCIATES
1335 Butterfield Rd, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com

STORMWATER POLLUTION PREVENTION PLAN

LOT 3 - MULTIFAMILY RESIDENTIAL

NOAH PROPERTIES

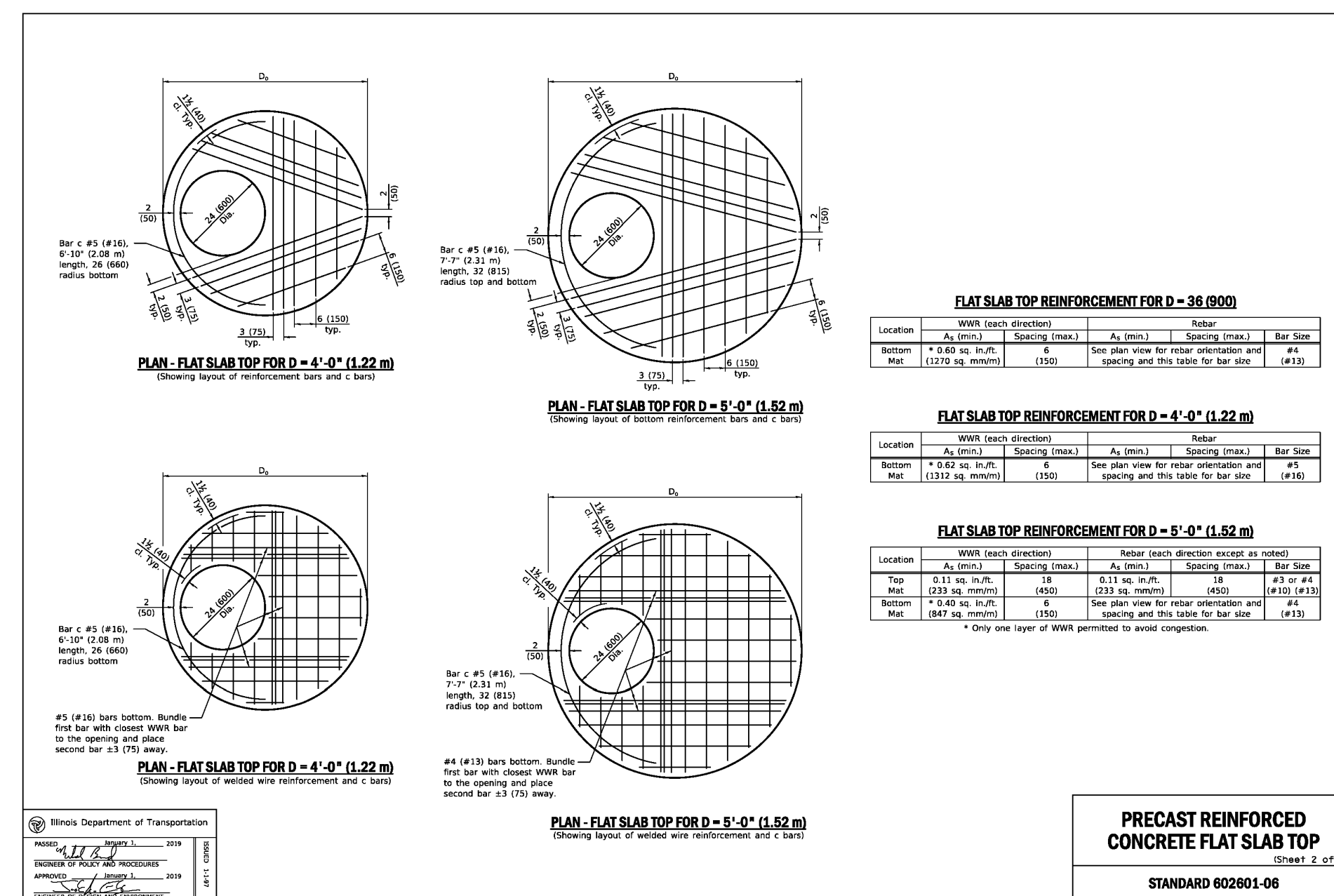
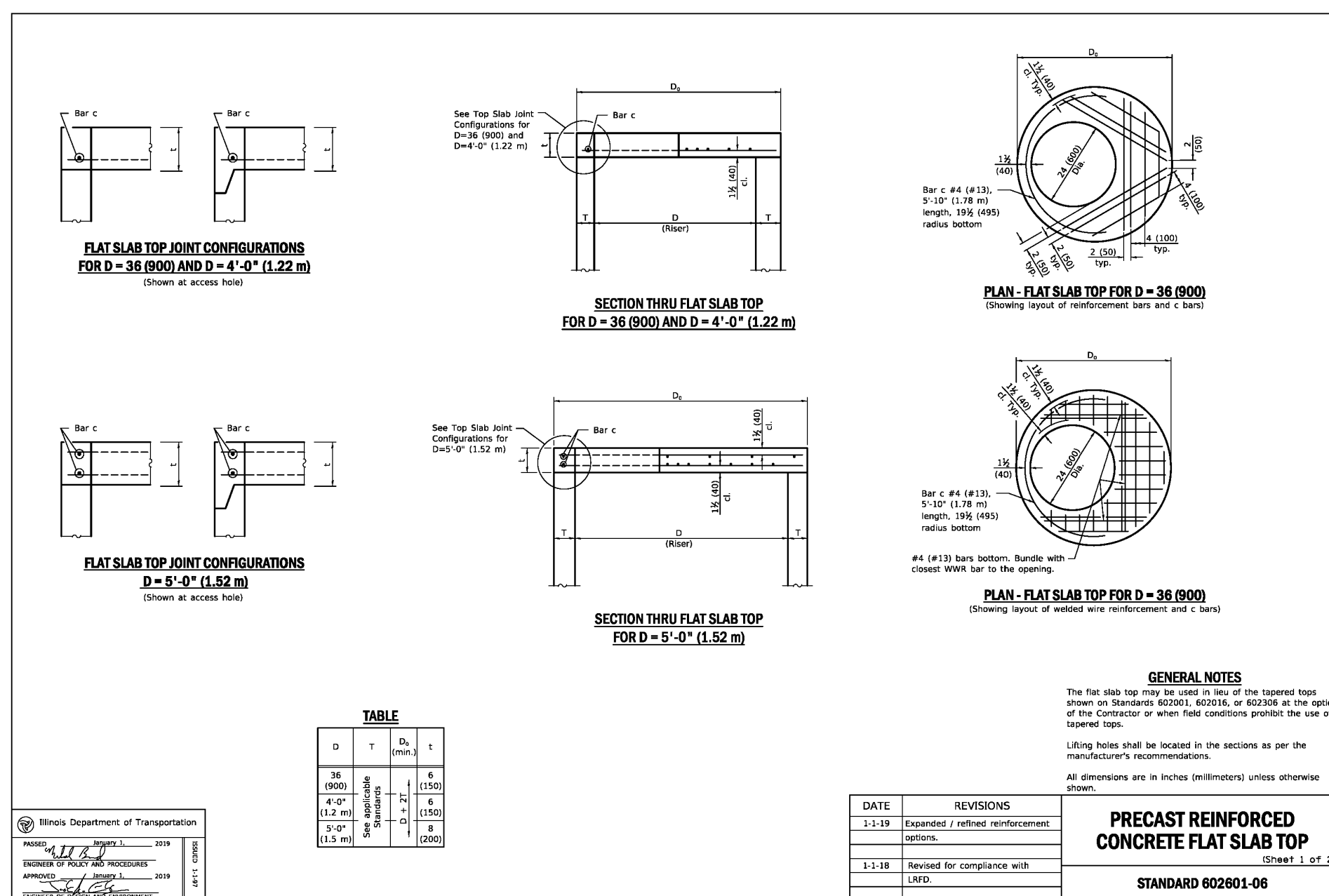
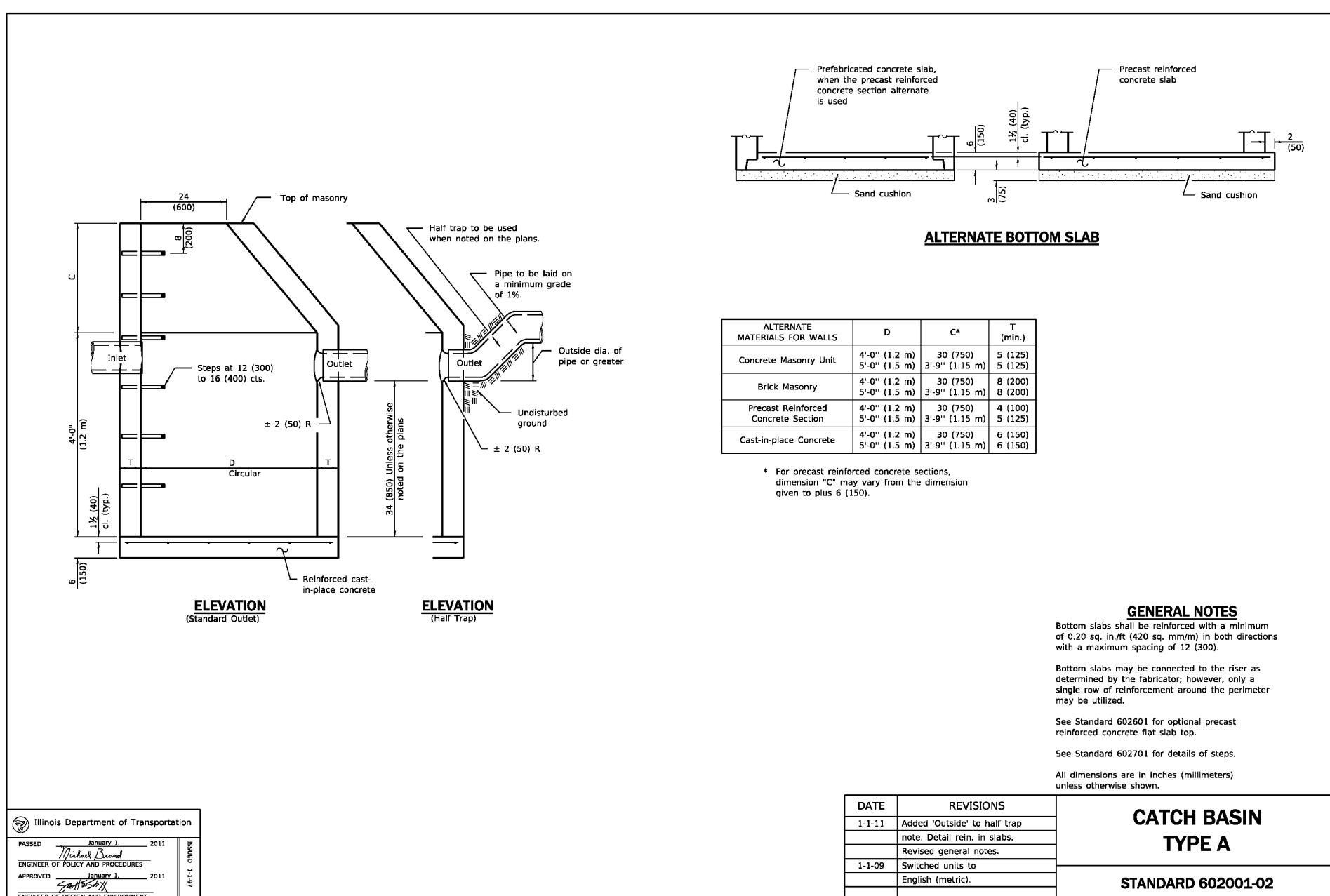
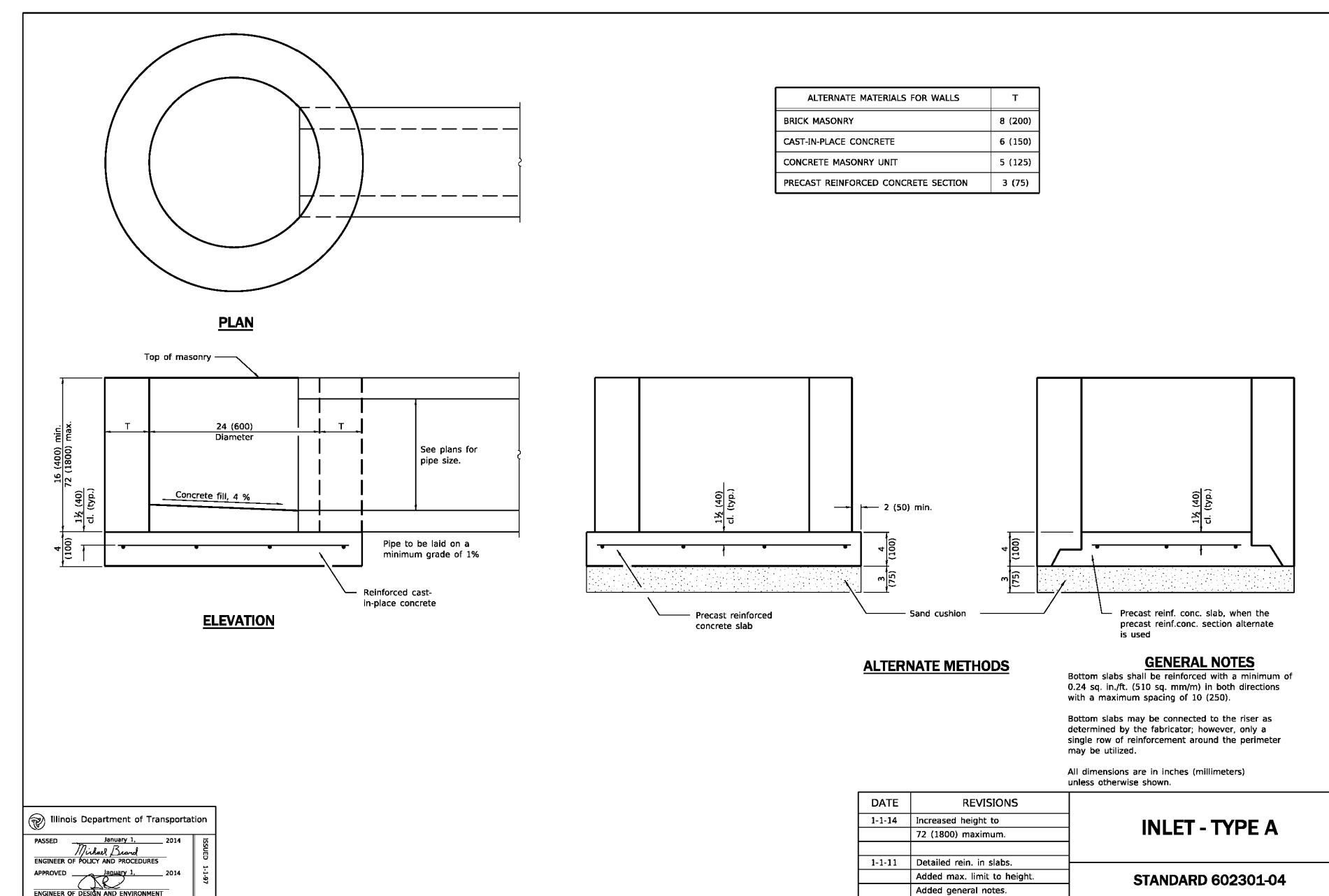
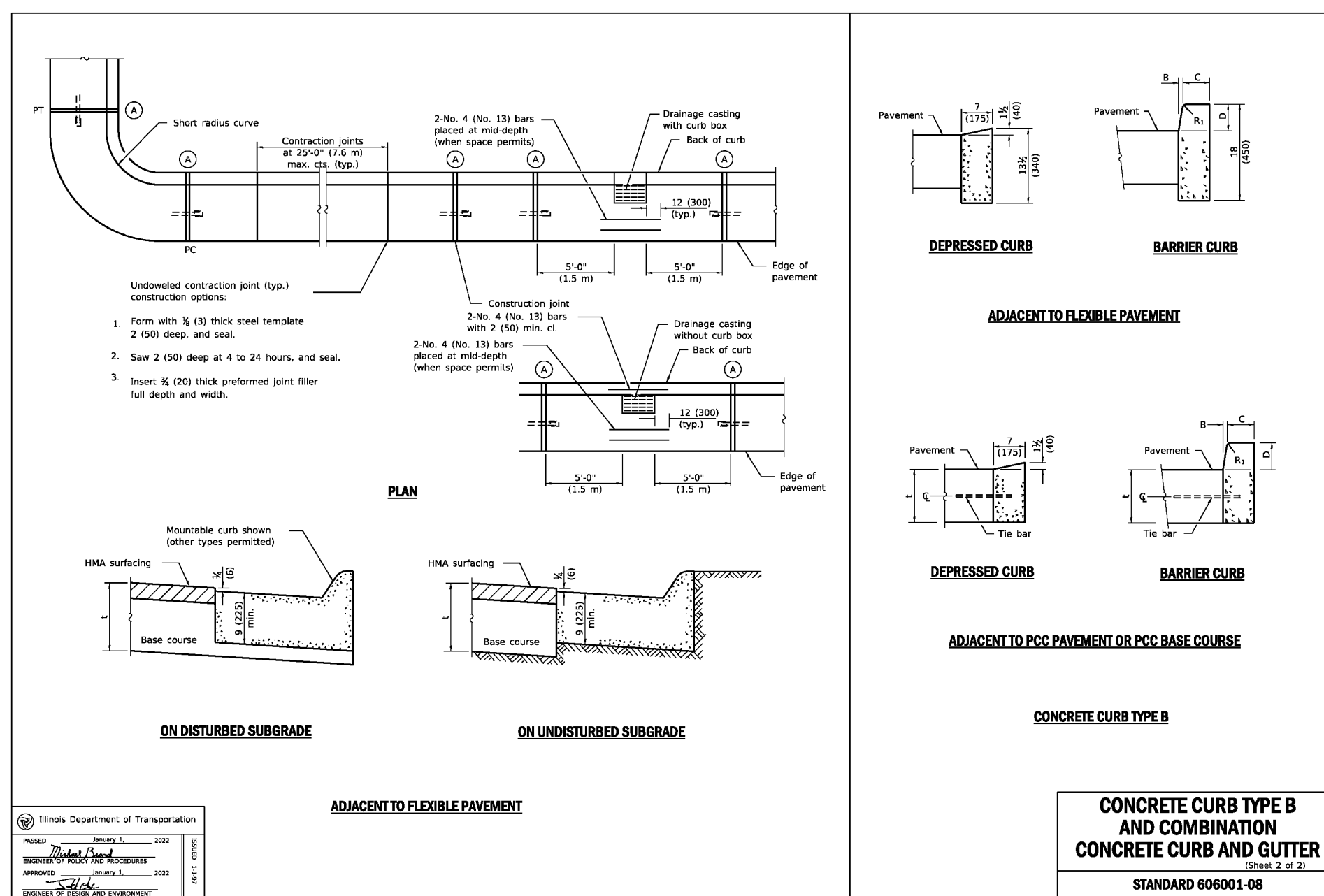
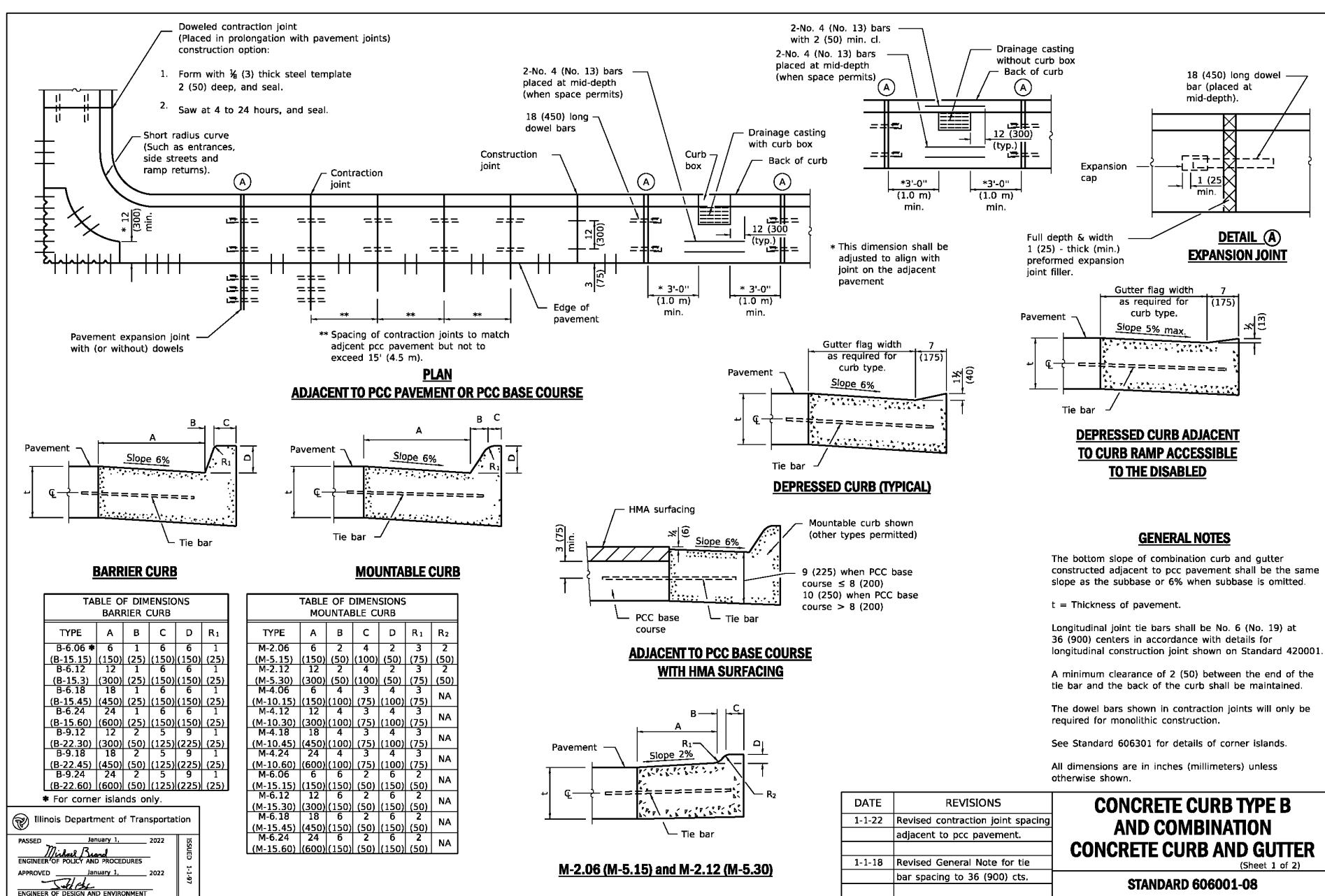
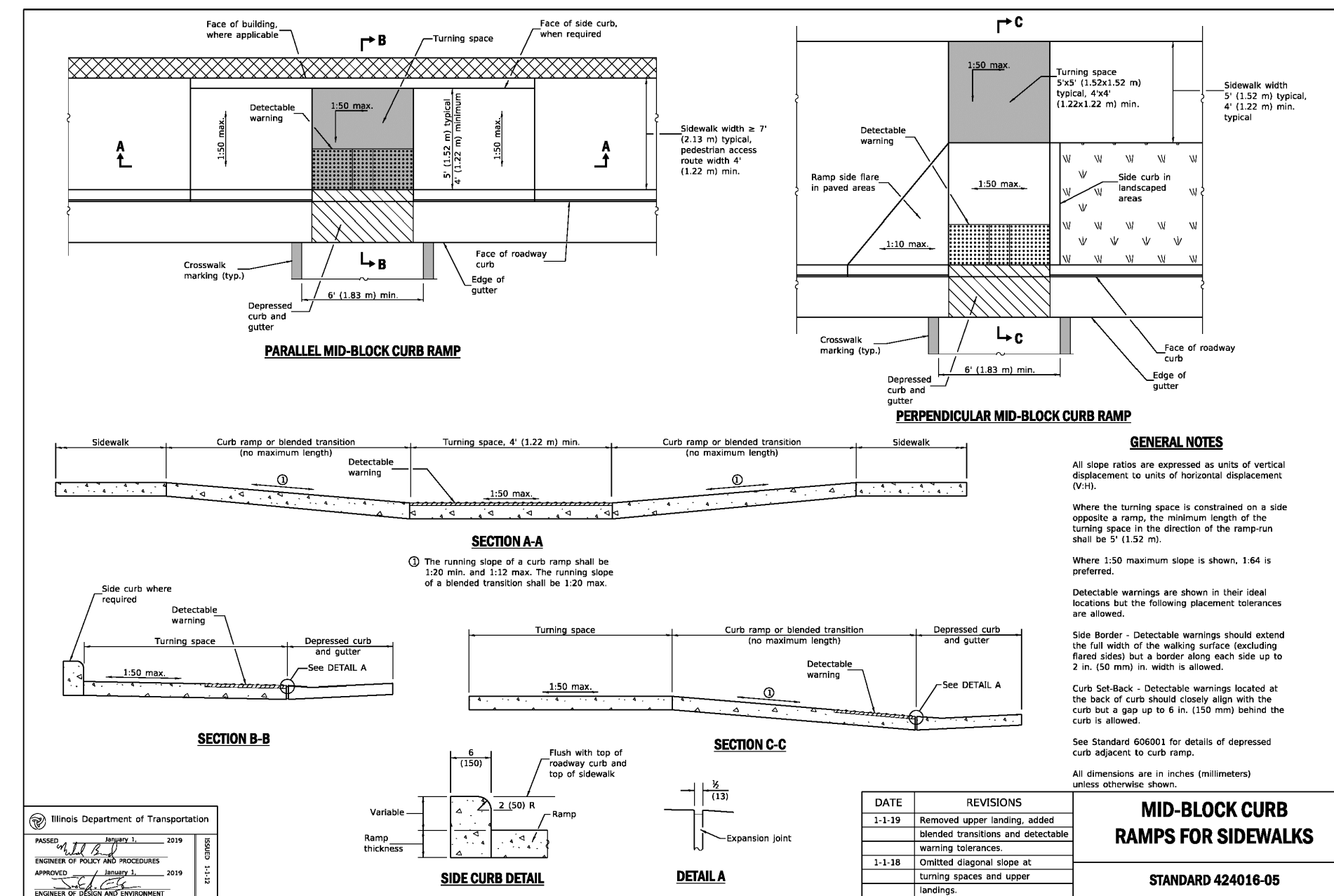
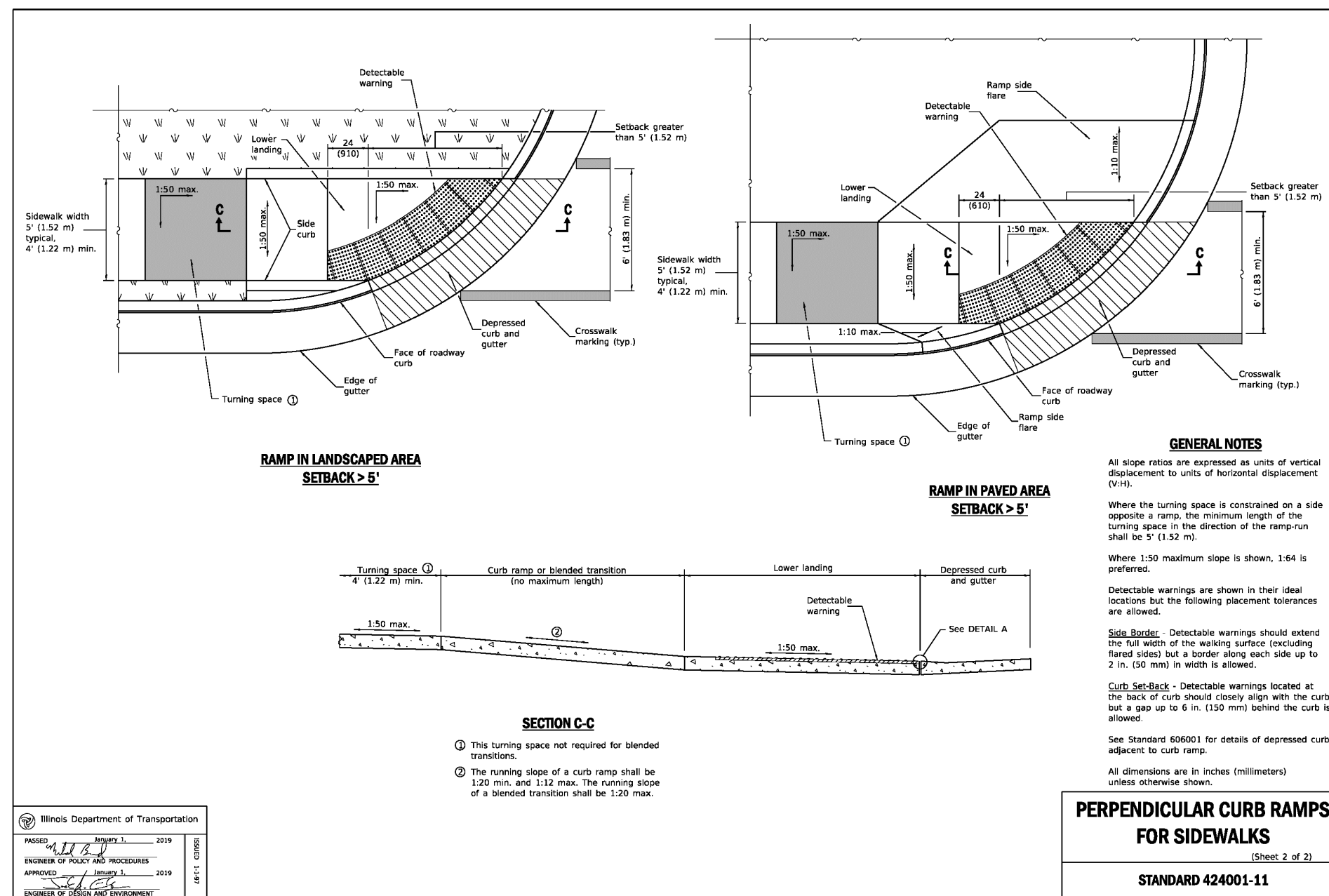
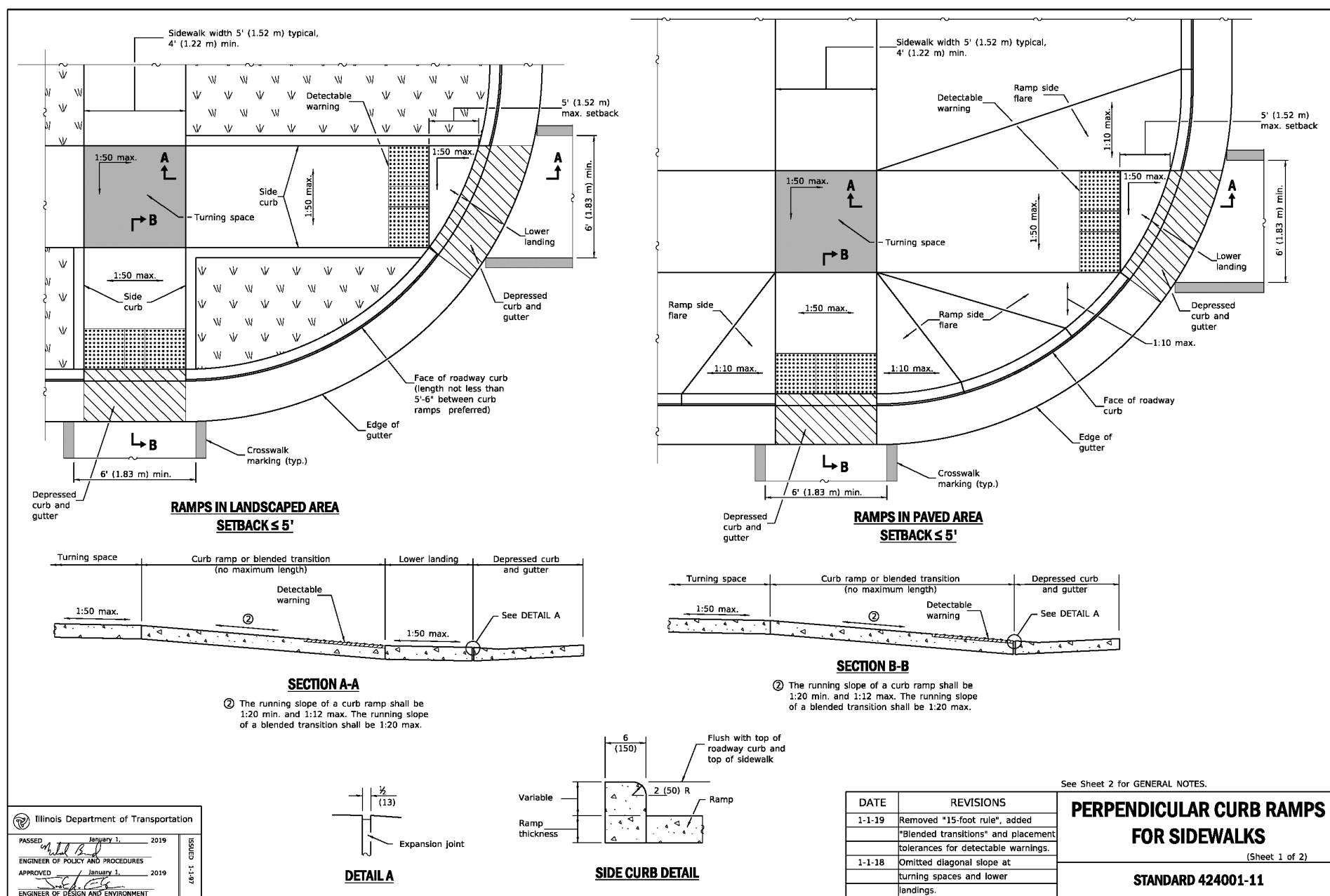
BUFFALO GROVE, ILLINOIS

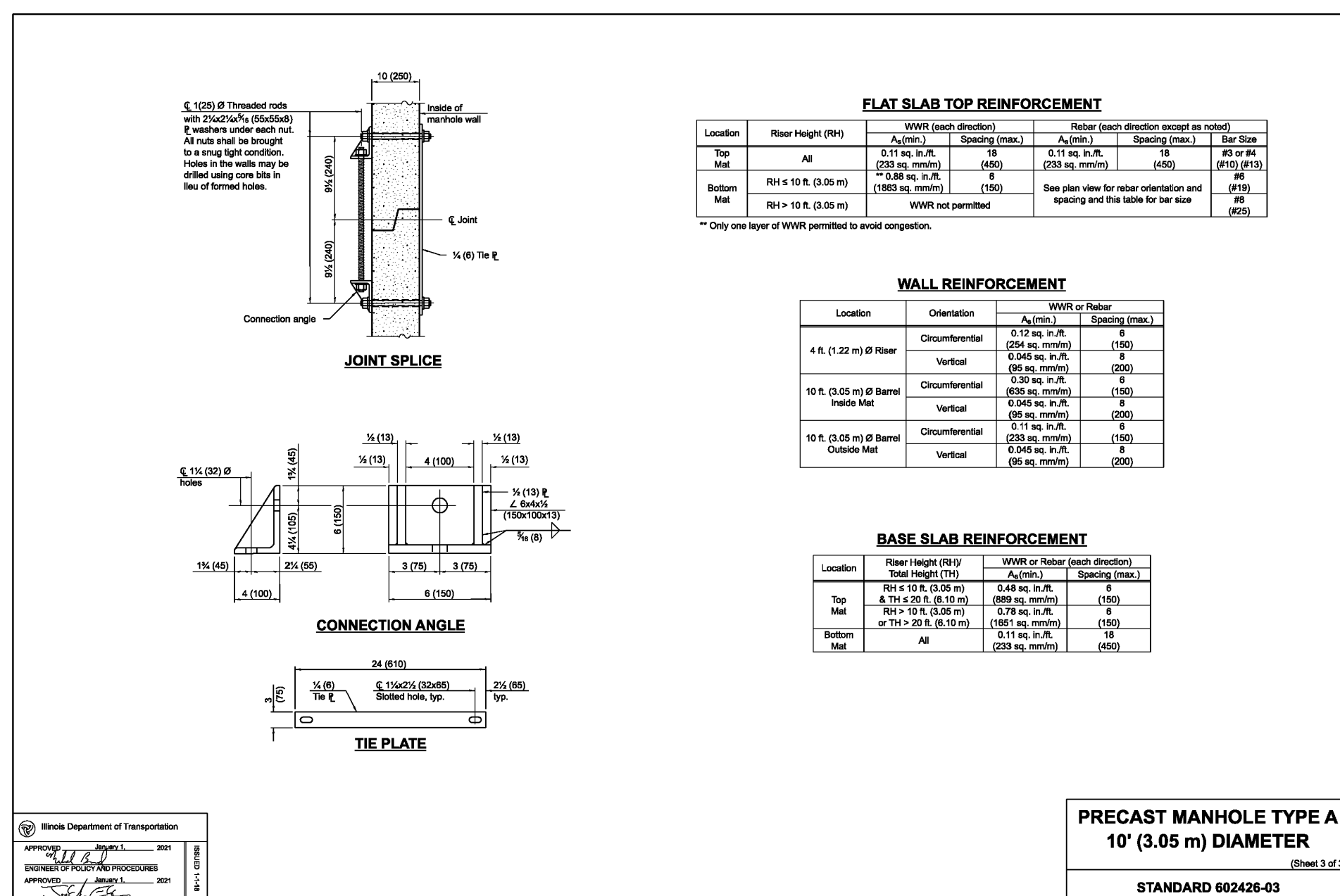
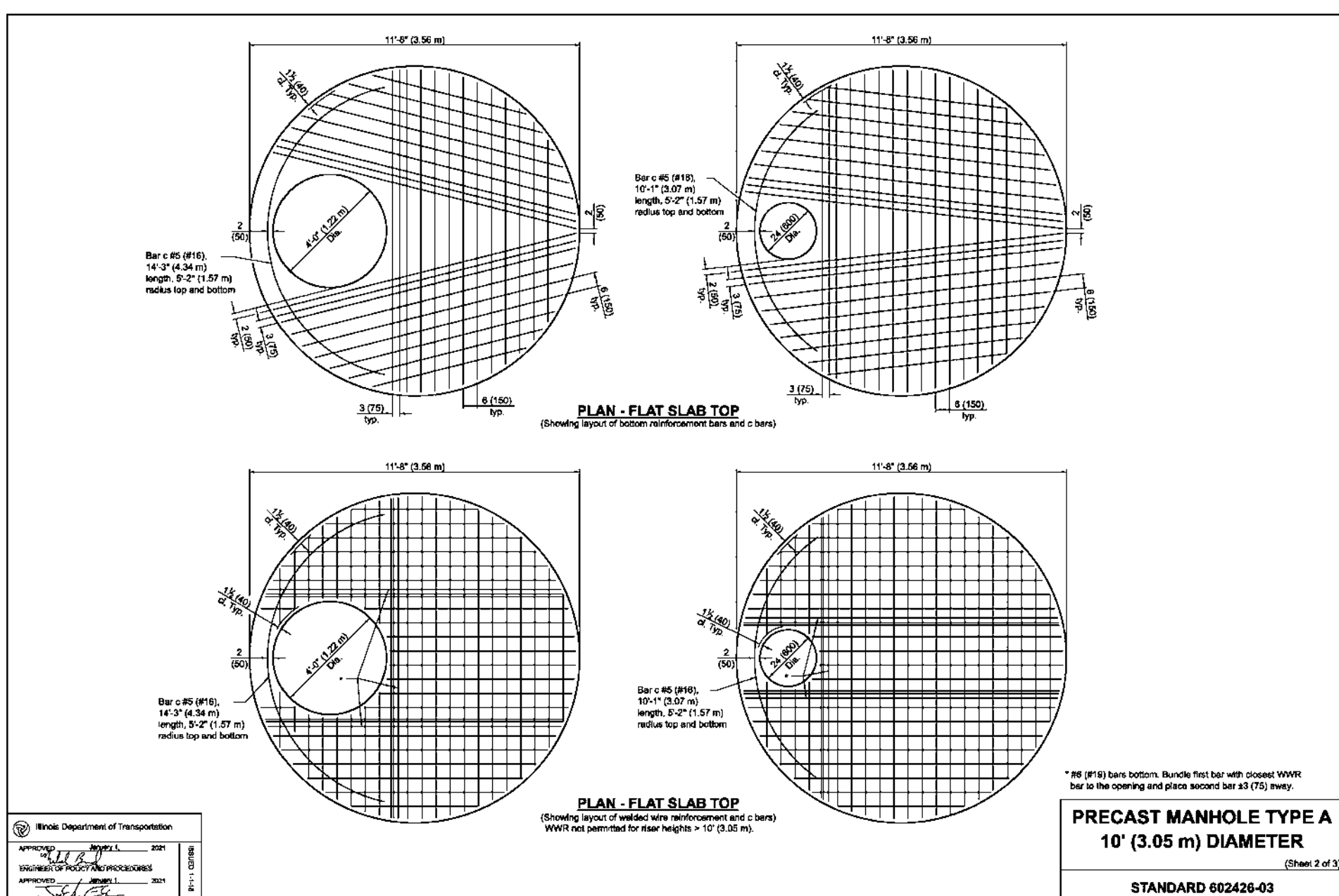
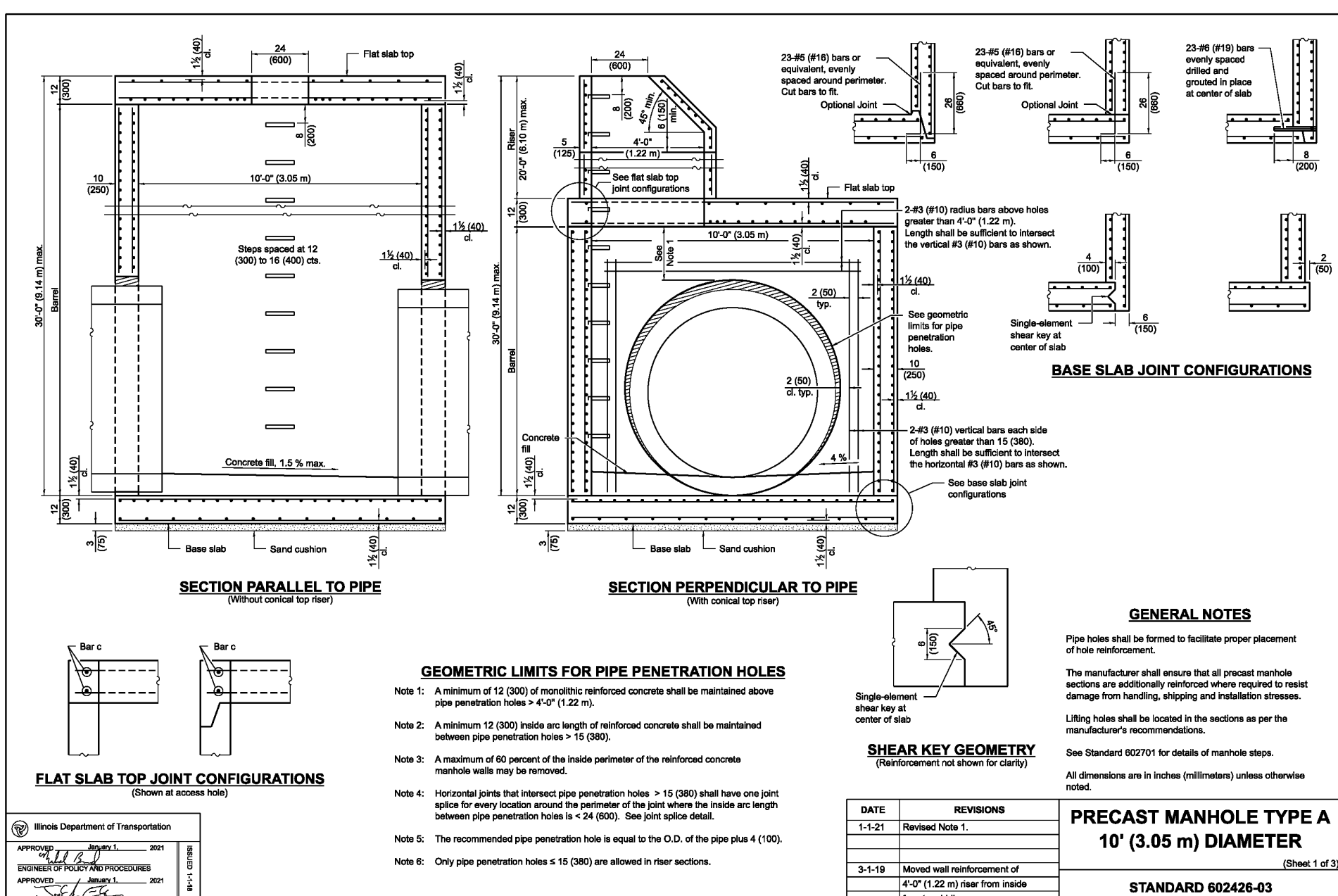
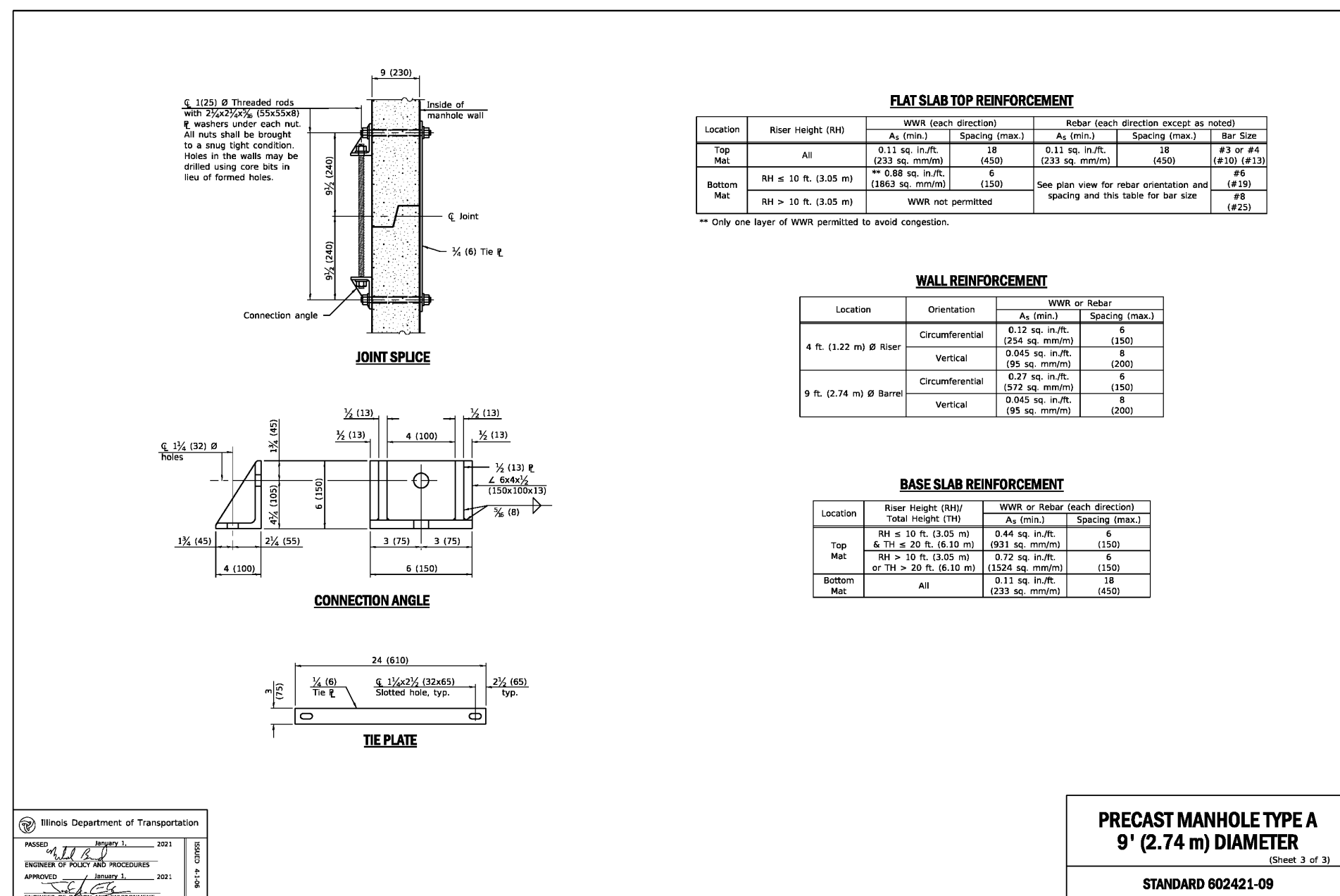
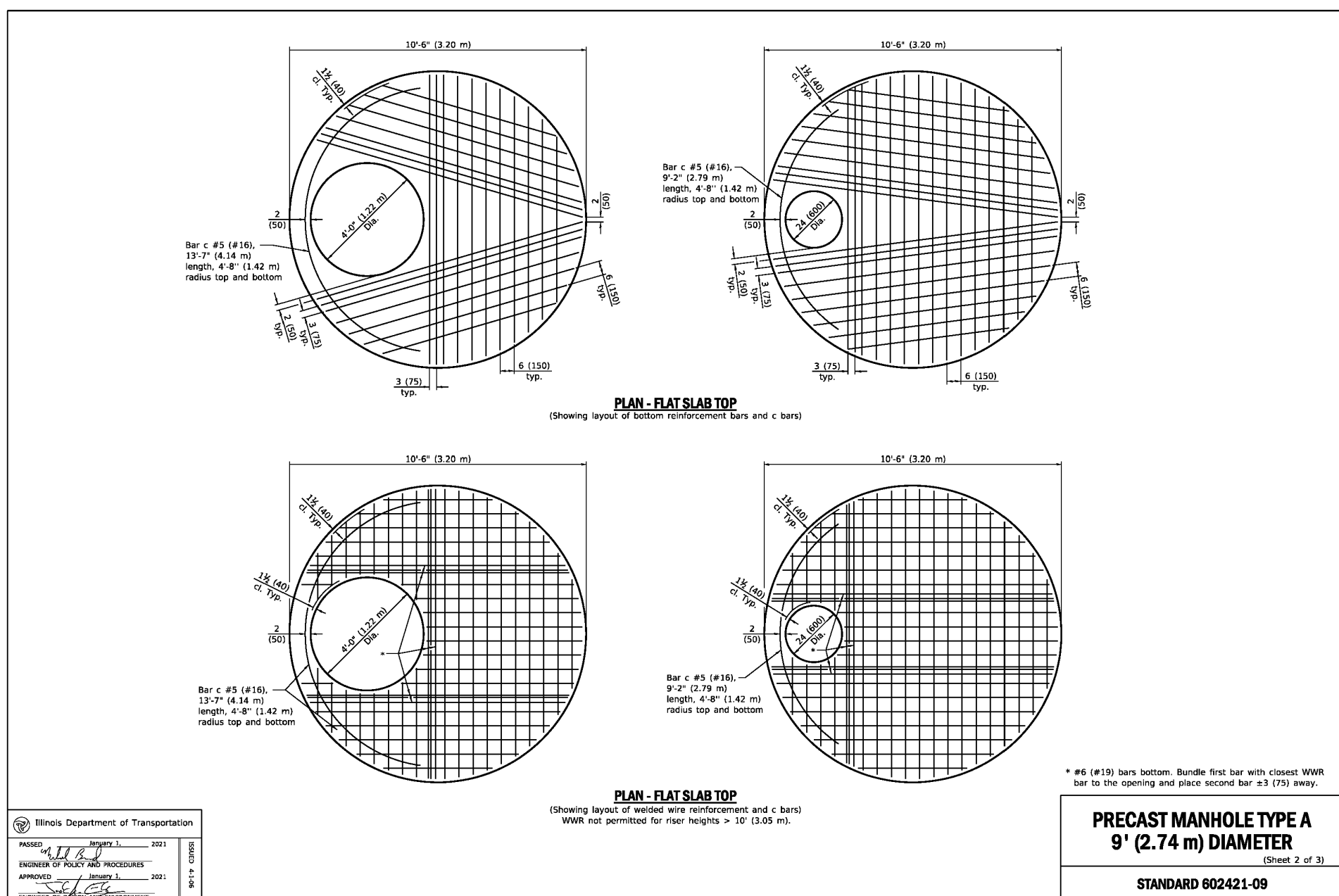
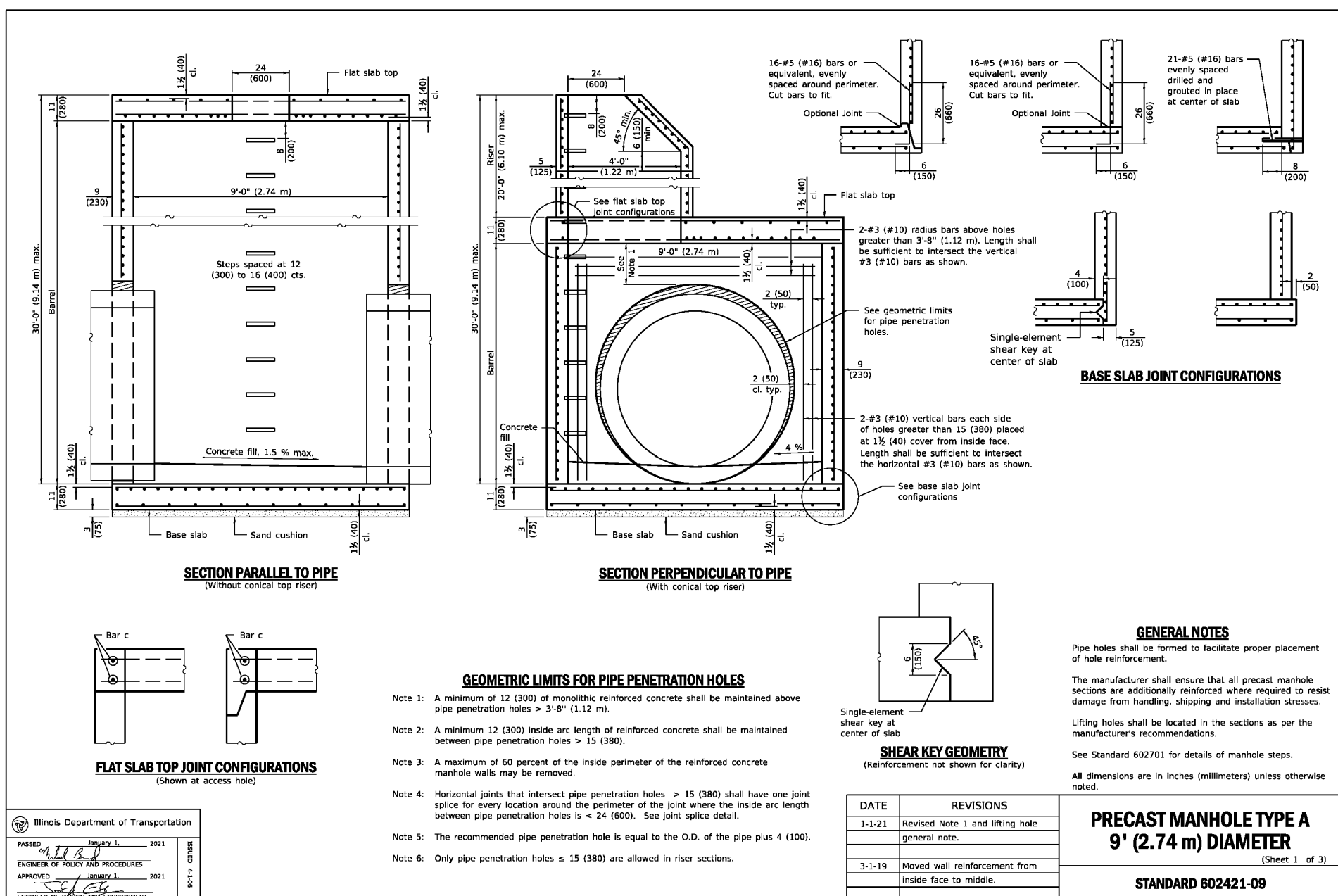
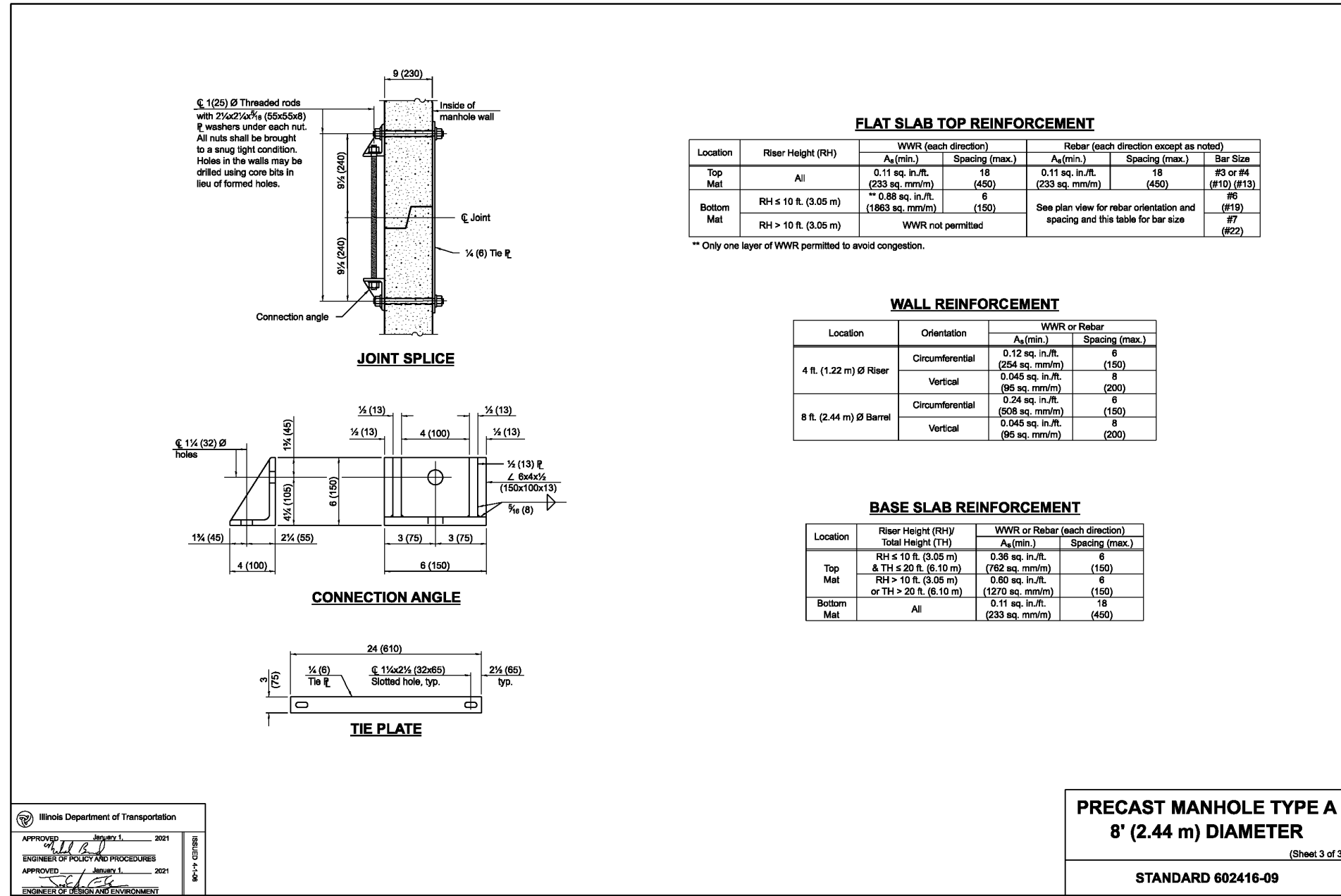
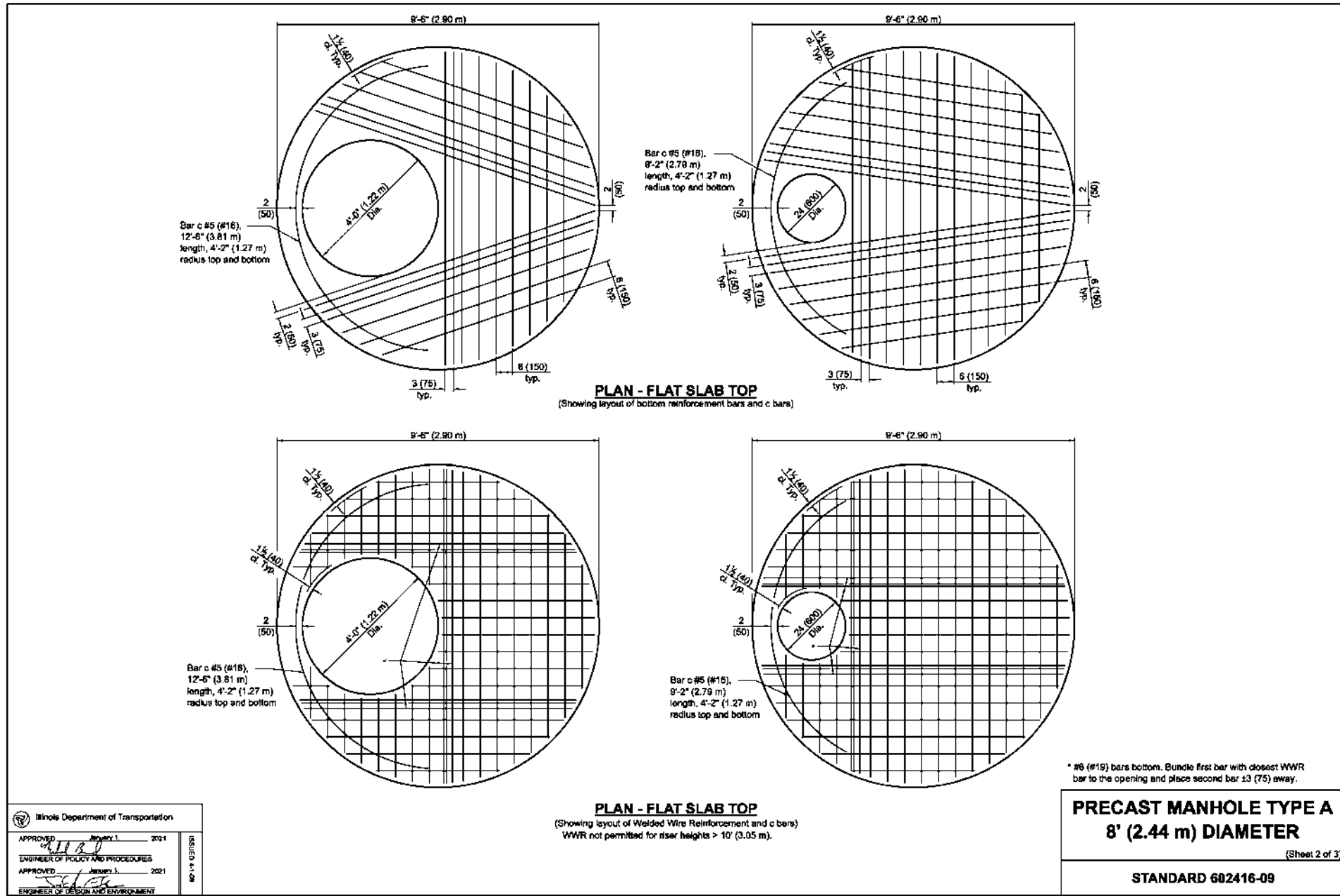
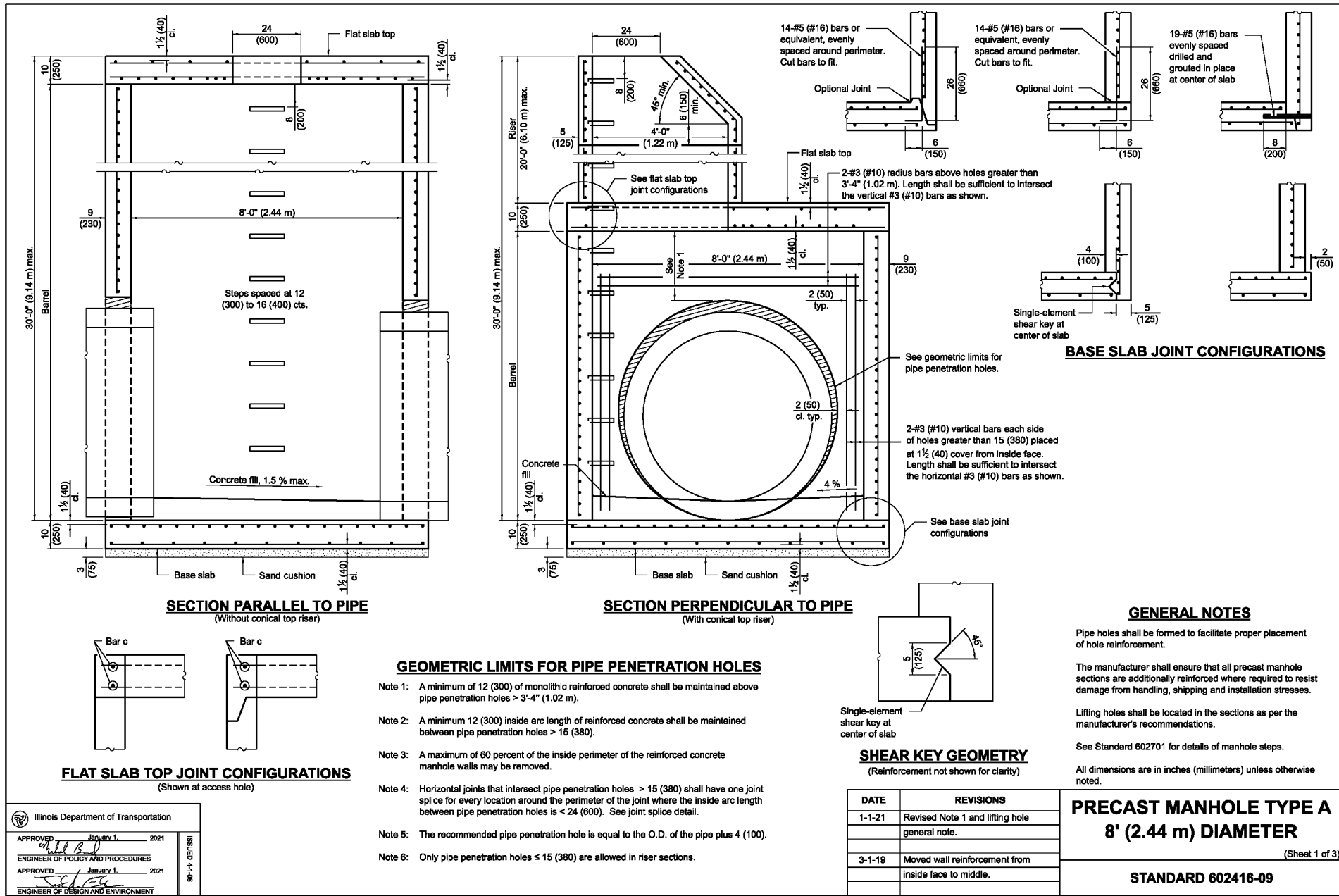
G850c

N.T.S.

C8.1

No.	Description	Date
3	PER VILLAGE & MWRD	4/3/25
2	PER VILLAGE	5/22/24
1	PERMIT SET	4/12/24





DETAILS

LOT 3 – MULTIFAMILY RESIDENTIAL

NOAH PROPERTIES

BUFFALO GROVE, ILLINOIS

JACOB & HEFNER ASSOCIATES

1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515

PHONE: (630) 652-4600, FAX: (630) 652-4601

www.jacobandhefner.com

3 PER VILLAGE & MWPD

2 PER VILLAGE

1 PERMIT SET

No.

4/3/25

5/22/24

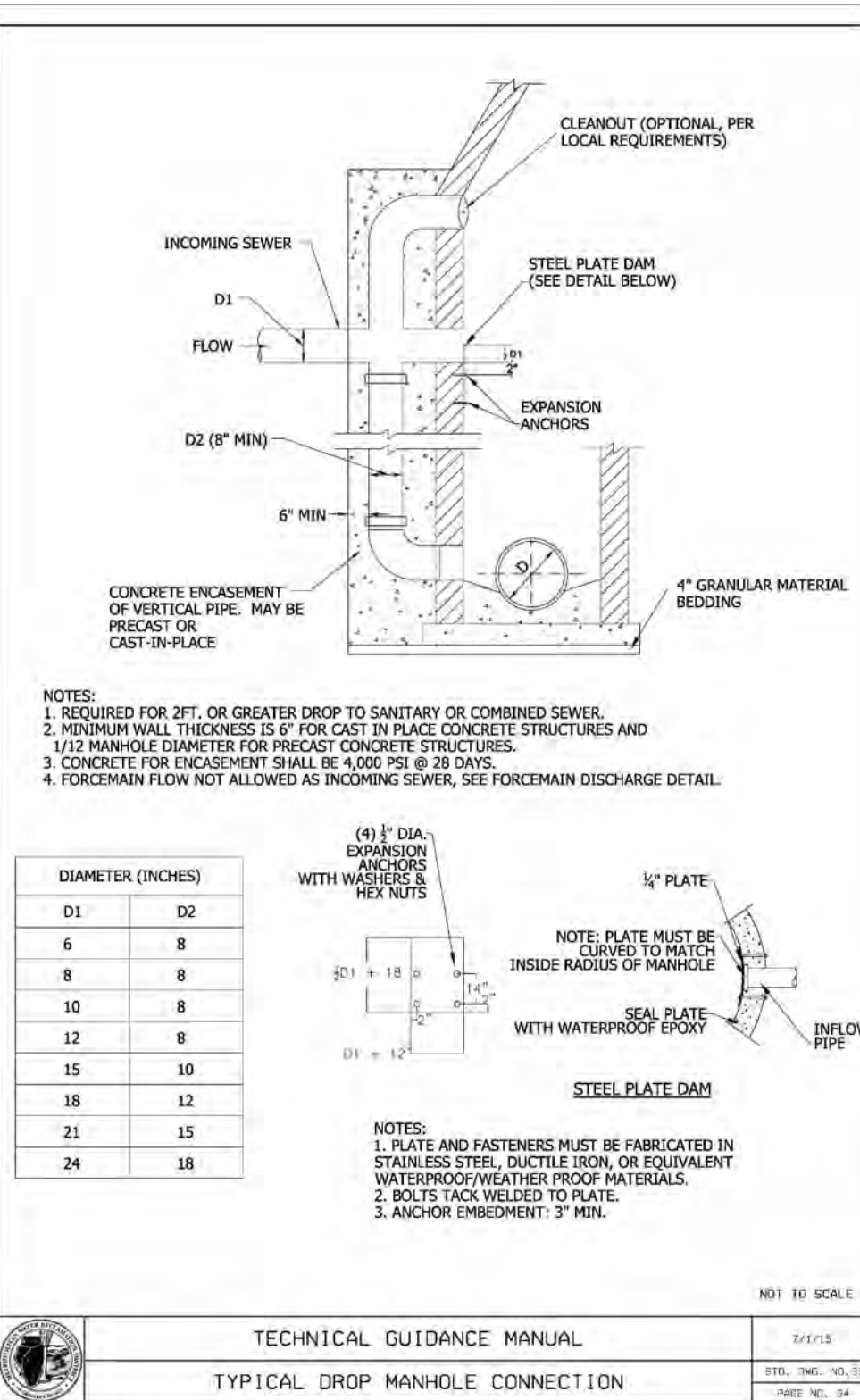
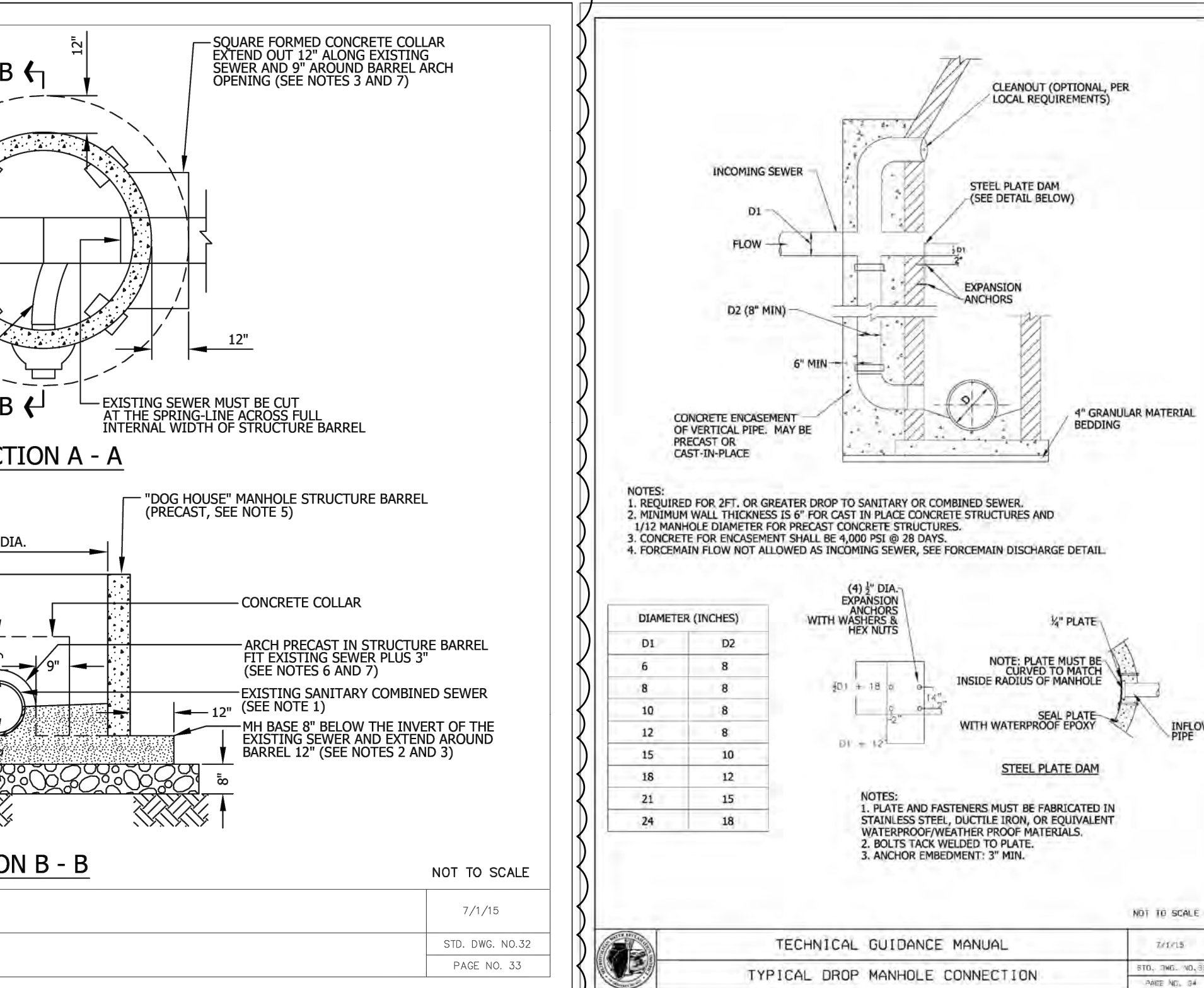
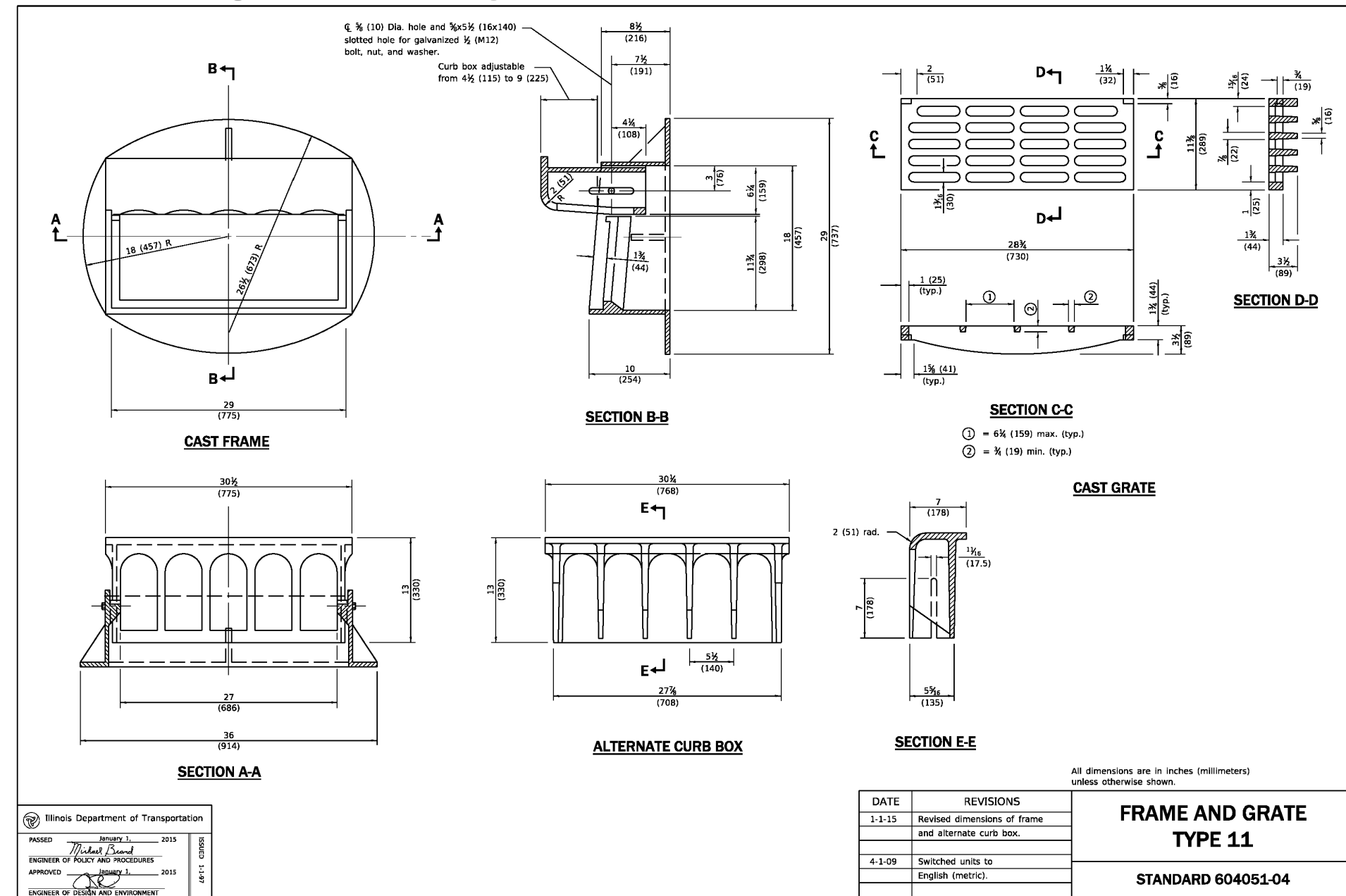
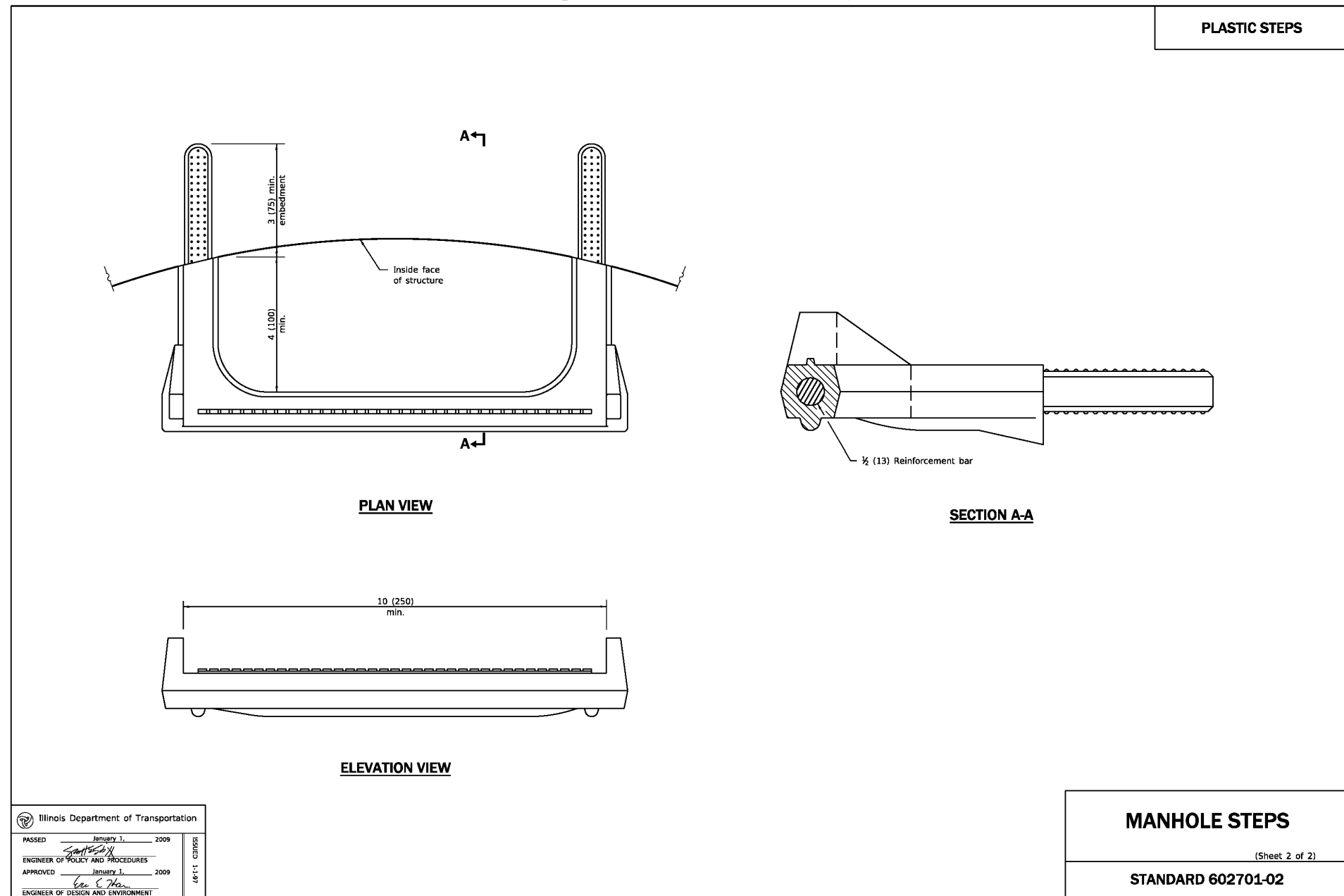
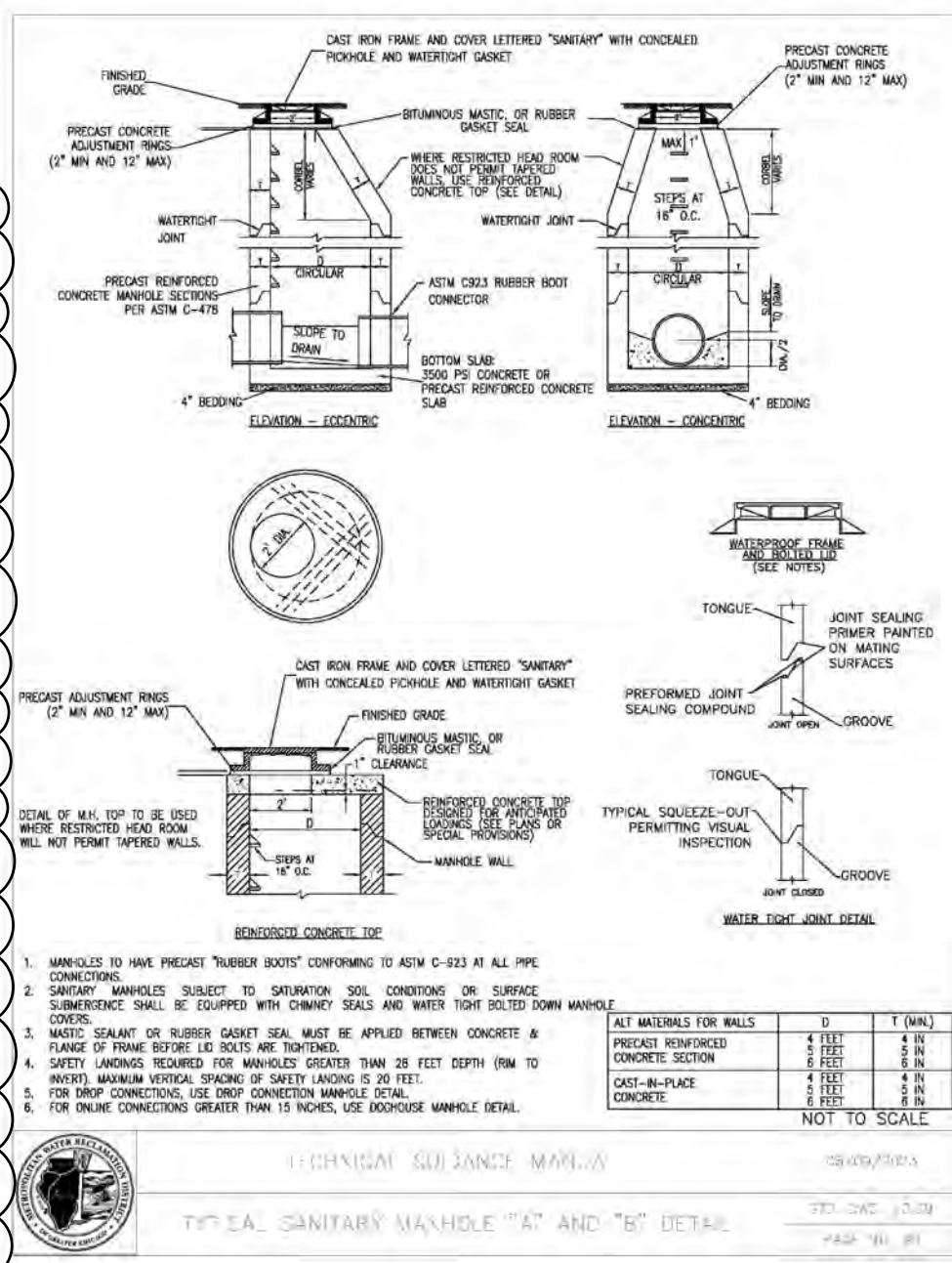
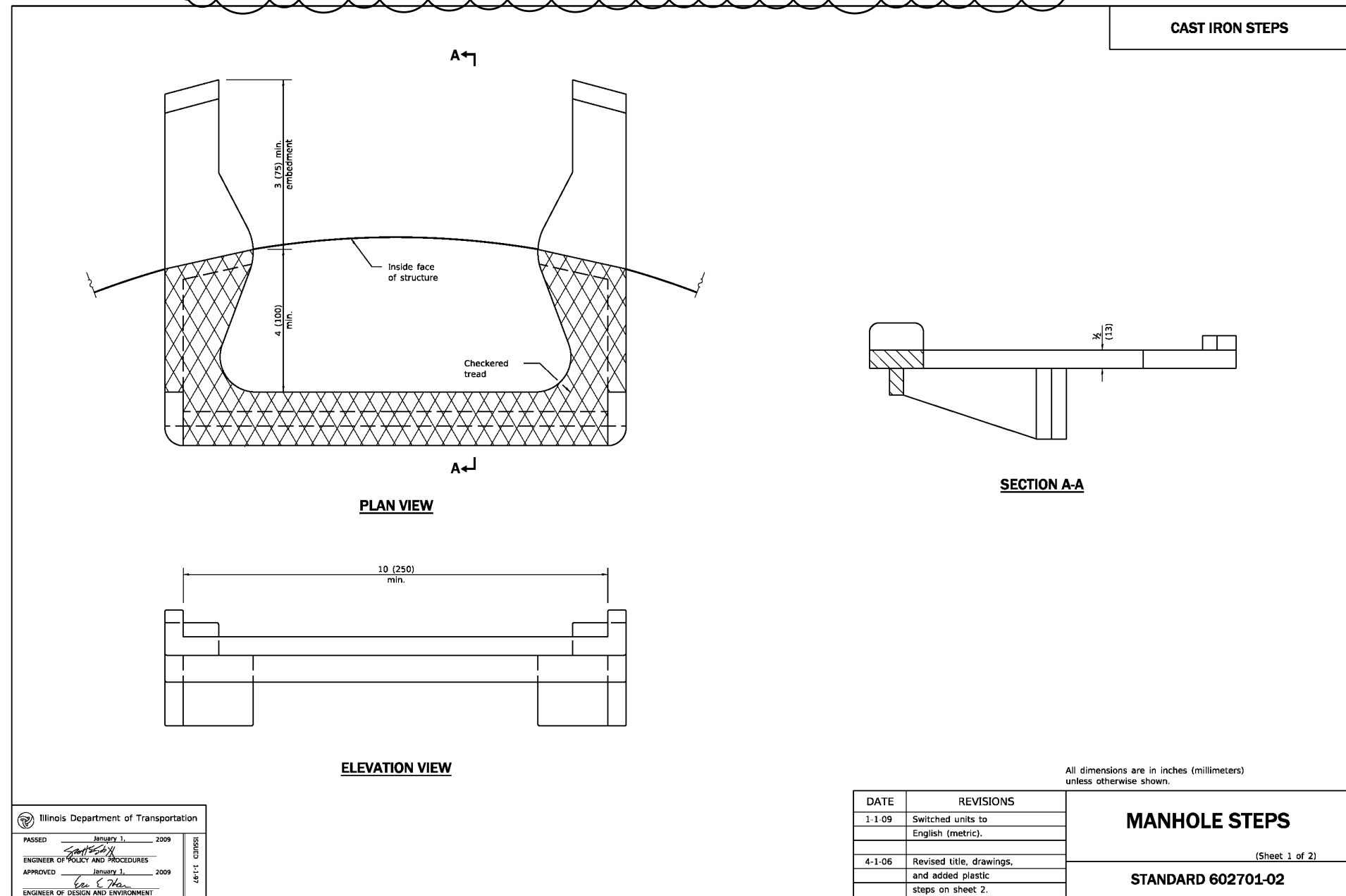
4/12/24

Date

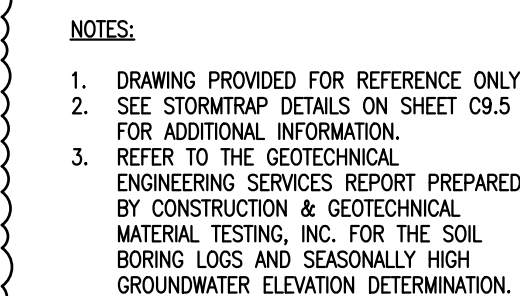
G850c

N.T.S.

C9.2



C9.3		N.T.S.		G850c			JACOB & HIEFNER ASSOCIATES 1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515 PHONE: (630) 652-4600, FAX: (630) 652-4601 www.jacobandhiefner.com	DETAILS						
							LOT 3 – MULTIFAMILY RESIDENTIAL							
							NOAH PROPERTIES							
							BUFFALO GROVE, ILLINOIS							
							1					PERMIT SET	4/12/24	Date
							No.					Description		
							3					PER VILLAGE & MWRD	4/3/25	
							2					PER VILLAGE	5/22/24	



* The Village Engineer shall have the authority to approve the use of alternative materials than those specifically required by Exhibit 109 in the manner provided for in this Title. The Village Engineer may approve alternative materials that are not specifically required by this Title when:

1. The materials or their components required by this title are no longer manufactured and available for purchase; and
2. The alternative materials are generally consistent with requirements of this title, including but not limited to those standards relating to production, composition, safety and aesthetics.

100

IN THE EVENT OF A CONFLICT BETWEEN THE VILLAGE OF BUFFALO GROVE MATERIALS LIST SPECIFICATIONS (EXHIBIT NO. 109) ON THIS SHEET AND THOSE LISTED ON THE GENERAL NOTES AND SPECIFICATIONS SHEET C10, THE VILLAGE OF BUFFALO GROVE MATERIALS LIST SPECIFICATIONS SHALL TAKE PRECEDENCE.



[illegible][illegible][illegible][illegible]

LIST OF MATERIALS		QUANTITY	UNIT	WEIGHT	REMARKS
1	STEEL PLATE	1.00	MT	1.00	1.00
2	STEEL PLATE	1.00	MT	1.00	1.00
3	STEEL PLATE	1.00	MT	1.00	1.00
4	STEEL PLATE	1.00	MT	1.00	1.00
5	STEEL PLATE	1.00	MT	1.00	1.00
6	STEEL PLATE	1.00	MT	1.00	1.00
7	STEEL PLATE	1.00	MT	1.00	1.00
8	STEEL PLATE	1.00	MT	1.00	1.00
9	STEEL PLATE	1.00	MT	1.00	1.00
10	STEEL PLATE	1.00	MT	1.00	1.00
11	STEEL PLATE	1.00	MT	1.00	1.00
12	STEEL PLATE	1.00	MT	1.00	1.00
13	STEEL PLATE	1.00	MT	1.00	1.00
14	STEEL PLATE	1.00	MT	1.00	1.00
15	STEEL PLATE	1.00	MT	1.00	1.00
16	STEEL PLATE	1.00	MT	1.00	1.00
17	STEEL PLATE	1.00	MT	1.00	1.00
18	STEEL PLATE	1.00	MT	1.00	1.00
19	STEEL PLATE	1.00	MT	1.00	1.00
20	STEEL PLATE	1.00	MT	1.00	1.00
21	STEEL PLATE	1.00	MT	1.00	1.00
22	STEEL PLATE	1.00	MT	1.00	1.00
23	STEEL PLATE	1.00	MT	1.00	1.00
24	STEEL PLATE	1.00	MT	1.00	1.00
25	STEEL PLATE	1.00	MT	1.00	1.00
26	STEEL PLATE	1.00	MT	1.00	1.00
27	STEEL PLATE	1.00	MT	1.00	1.00
28	STEEL PLATE	1.00	MT	1.00	1.00
29	STEEL PLATE	1.00	MT	1.00	1.00
30	STEEL PLATE	1.00	MT	1.00	1.00
31	STEEL PLATE	1.00	MT	1.00	1.00
32	STEEL PLATE	1.00	MT	1.00	1.00
33	STEEL PLATE	1.00	MT	1.00	1.00
34	STEEL PLATE	1.00	MT	1.00	1.00
35	STEEL PLATE	1.00	MT	1.00	1.00
36	STEEL PLATE	1.00	MT	1.00	1.00
37	STEEL PLATE	1.00	MT	1.00	1.00
38	STEEL PLATE	1.00	MT	1.00	1.00
39	STEEL PLATE	1.00	MT	1.00	1.00
40	STEEL PLATE	1.00	MT	1.00	1.00
41	STEEL PLATE	1.00	MT	1.00	1.00
42	STEEL PLATE	1.00	MT	1.00	1.00
43	STEEL PLATE	1.00	MT	1.00	1.00
44	STEEL PLATE	1.00	MT	1.00	1.00
45	STEEL PLATE	1.00	MT	1.00	1.00
46	STEEL PLATE	1.00	MT	1.00	1.00
47	STEEL PLATE	1.00	MT	1.00	1.00
48	STEEL PLATE	1.00	MT	1.00	1.00
49	STEEL PLATE	1.00	MT	1.00	1.00
50	STEEL PLATE	1.00	MT	1.00	1.00
51	STEEL PLATE	1.00	MT	1.00	1.00
52	STEEL PLATE	1.00	MT	1.00	1.00
53	STEEL PLATE	1.00	MT	1.00	1.00
54	STEEL PLATE	1.00	MT	1.00	1.00
55	STEEL PLATE	1.00	MT	1.00	1.00
56	STEEL PLATE	1.00	MT	1.00	1.00
57	STEEL PLATE	1.00	MT	1.00	1.00
58	STEEL PLATE	1.00	MT	1.00	1.00
59	STEEL PLATE	1.00	MT	1.00	1.00
60	STEEL PLATE	1.00	MT	1.00	1.00
61	STEEL PLATE	1.00	MT	1.00	1.00
62	STEEL PLATE	1.00	MT	1.00	1.00
63	STEEL PLATE	1.00	MT	1.00	1.00
64	STEEL PLATE	1.00	MT	1.00	1.00
65	STEEL PLATE	1.00	MT	1.00	1.00
66	STEEL PLATE	1.00	MT	1.00	1.00
67	STEEL PLATE	1.00	MT	1.00	1.00
68	STEEL PLATE	1.00	MT	1.00	1.00
69	STEEL PLATE	1.00	MT	1.00	1.00
70	STEEL PLATE	1.00	MT	1.00	1.00
71	STEEL PLATE	1.00	MT	1.00	1.00
72	STEEL PLATE	1.00	MT	1.00	1.00
73	STEEL PLATE	1.00	MT	1.00	1.00

[illegible][illegible]

SINGLETAP: MODULE LIFTING SPECIFICATION

IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ALL LIFTING OPERATIONS ARE PERFORMED IN ACCORDANCE WITH THE FOLLOWING IN ORDER TO AVOID INJURY TO PERSONNEL OR DAMAGE TO THE SINGLETAP MODULES. LIFTING OPERATIONS MUST BE SUPERVISED BY A QUALIFIED PERSON WHO MUST BE PRESENT TO OBSERVE THE LIFTING OPERATIONS (SUPPORTED BY CONTRACTORS).

CONTRACTORS TO ENSURE MODULAR LIFTING BEGINS AT THE POINT THAT SURFACE OF SINGLETAP MODULES IS 20" ABOVE THE GROUND.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT AT ALL TIMES DURING MODULAR LIFTING OPERATIONS, THE SINGLETAP MODULES ARE MAINTAINED IN A VERTICAL POSITION. THE MAXIMUM PERCENTAGE OF SINGLETAP MODULES THAT ARE IN CONTACT WITH THE GROUND BEING LIFTED MUST BE 25% AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN THE SINGLETAP MODULES IN A VERTICAL POSITION AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN THE SINGLETAP MODULES IN A VERTICAL POSITION AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN THE SINGLETAP MODULES IN A VERTICAL POSITION AT ALL TIMES.

END PANEL ELECTION/INSTALLATION SPECIFICATION

1. END PANELS MUST BE SUPPORTED TO CLIMB BY SPOT DOWNS OR SHIMS.
2. PANELS MUST BE POSITIONED IN A LINE TO BE LIFTED AND REMOVED ALLEGY TO SPOT DOWN OR SHIMS BEFORE IT BEGINS TO CLIMB THE END PANEL LIFTING.
3. CONTRACTORS SHOULD PULL UP LIFTING RIGS IN ORDER TO REMOVE THEMSELVES FROM THE SINGLETAP MODULES TO CLIMB THE END PANEL LIFTING.
4. END PANEL LIFTING MUST BE PERFORMED IN A LINE TO CLIMB THE END PANEL LIFTING.
5. END PANEL LIFTING MUST BE PERFORMED IN A LINE TO CLIMB THE END PANEL LIFTING.

Diagram 1: Module Lifting Detail

Diagram 2: End Panel Elevation View

Diagram 3: End Panel Elevation View

Diagram 4: End Panel Elevation View

Diagram 5: End Panel Elevation View

Diagram 6: End Panel Elevation View

Diagram 7: End Panel Elevation View

Diagram 8: End Panel Elevation View

Diagram 9: End Panel Elevation View

Diagram 10: End Panel Elevation View

Diagram 11: End Panel Elevation View

Diagram 12: End Panel Elevation View

Diagram 13: End Panel Elevation View

Diagram 14: End Panel Elevation View

Diagram 15: End Panel Elevation View

Diagram 16: End Panel Elevation View

Diagram 17: End Panel Elevation View

Diagram 18: End Panel Elevation View

Diagram 19: End Panel Elevation View

Diagram 20: End Panel Elevation View

Diagram 21: End Panel Elevation View

Diagram 22: End Panel Elevation View

Diagram 23: End Panel Elevation View

Diagram 24: End Panel Elevation View

Diagram 25: End Panel Elevation View

Diagram 26: End Panel Elevation View

Diagram 27: End Panel Elevation View

Diagram 28: End Panel Elevation View

Diagram 29: End Panel Elevation View

Diagram 30: End Panel Elevation View

Diagram 31: End Panel Elevation View

Diagram 32: End Panel Elevation View

Diagram 33: End Panel Elevation View

Diagram 34: End Panel Elevation View

Diagram 35: End Panel Elevation View

Diagram 36: End Panel Elevation View

Diagram 37: End Panel Elevation View

Diagram 38: End Panel Elevation View

Diagram 39: End Panel Elevation View

Diagram 40: End Panel Elevation View

Diagram 41: End Panel Elevation View

Diagram 42: End Panel Elevation View

Diagram 43: End Panel Elevation View

[illegible]

ZONE CHART	
ZONE 1	FUNCTION/LOCATION ZONE 1 FANWASH ROOMS FINISHES PLT, PT, 1/2" MIN. ANGLEWASH AGGREGATE
ZONE 2	BACKFILL 100% 1/2" MAX. SAND/STONED GR. OR 1/2" MIN. OR LESS 100% SAND/STONED GR. FINISHES 100% 1/2" MAX. SAND/STONED GR.
ZONE 3	FINAL DRIVE PAVEMENT METACALX HOT OR COLD 100% FILL FINISHES METACALX HOT OR COLD 100% FILL

APPROVED ZONE 2 BACKFILL OPTIONS	
OPTION 1	THE THREE APPROVED BACKFILL TYPES OF GRAVEL OR SAND/STONED GRAVEL ARE APPROVED FOR ZONE 2 BACKFILL. THE GRAVEL SHALL BE 100% 1/2" MAX. SAND/STONED GR. OR 1/2" MIN. OR LESS 100% SAND/STONED GR. THE SAND/STONED GRAVEL SHALL BE 100% 1/2" MAX. SAND/STONED GR. OR 1/2" MIN. OR LESS 100% SAND/STONED GR.
OPTION 2	METACALX HOT OR COLD IS APPROVED FOR ZONE 2 BACKFILL. IF IT IS GRAVEL AND SAND/STONED GRAVEL, IT SHALL BE 100% 1/2" MAX. SAND/STONED GR. OR 1/2" MIN. OR LESS 100% SAND/STONED GR.
OPTION 3	100% 1/2" MAX. SAND/STONED GR. OR 1/2" MIN. OR LESS 100% SAND/STONED GR. IS APPROVED FOR ZONE 2 BACKFILL.
OPTION 4	100% 1/2" MAX. SAND/STONED GR. OR 1/2" MIN. OR LESS 100% SAND/STONED GR. IS APPROVED FOR ZONE 2 BACKFILL.
OPTION 5	100% 1/2" MAX. SAND/STONED GR. OR 1/2" MIN. OR LESS 100% SAND/STONED GR. IS APPROVED FOR ZONE 2 BACKFILL.
OPTION 6	100% 1/2" MAX. SAND/STONED GR. OR 1/2" MIN. OR LESS 100% SAND/STONED GR. IS APPROVED FOR ZONE 2 BACKFILL.

APPROVED ZONE 2 BACKFILL OPTIONS	
OPTION 1	THE THREE APPROVED BACKFILL TYPES OF GRAVEL OR SAND/STONED GRAVEL ARE APPROVED FOR ZONE 2 BACKFILL. THE GRAVEL SHALL BE 100% 1/2" MAX. SAND/STONED GR. OR 1/2" MIN. OR LESS 100% SAND/STONED GR.
OPTION 2	METACALX HOT OR COLD IS APPROVED FOR ZONE 2 BACKFILL. IF IT IS GRAVEL AND SAND/STONED GRAVEL, IT SHALL BE 100% 1/2" MAX. SAND/STONED GR. OR 1/2" MIN. OR LESS 100% SAND/STONED GR.
OPTION 3	100% 1/2" MAX. SAND/STONED GR. OR 1/2" MIN. OR LESS 100% SAND/STONED GR. IS APPROVED FOR ZONE 2 BACKFILL.
OPTION 4	100% 1/2" MAX. SAND/STONED GR. OR 1/2" MIN. OR LESS 100% SAND/STONED GR. IS APPROVED FOR ZONE 2 BACKFILL.
OPTION 5	100% 1/2" MAX. SAND/STONED GR. OR 1/2" MIN. OR LESS 100% SAND/STONED GR. IS APPROVED FOR ZONE 2 BACKFILL.
OPTION 6	100% 1/2" MAX. SAND/STONED GR. OR 1/2" MIN. OR LESS 100% SAND/STONED GR. IS APPROVED FOR ZONE 2 BACKFILL.

ENGINEER'S CERTIFICATE

I, **JOHN D. BARNETT**, P.E., hereby certify that the above information was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Texas.

DATE: 10/1/2018

ENGINEER'S CERTIFICATE

I, **JOHN D. BARNETT**, P.E., hereby certify that the above information was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Texas.

DATE: 10/1/2018

ENGINEER'S CERTIFICATE

I, **JOHN D. BARNETT**, P.E., hereby certify that the above information was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Texas.

DATE: 10/1/2018

ENGINEER'S CERTIFICATE

I, **JOHN D. BARNETT**, P.E., hereby certify that the above information was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Texas.

DATE: 10/1/2018

ENGINEER'S CERTIFICATE

I, **JOHN D. BARNETT**, P.E., hereby certify that the above information was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Texas.

DATE: 10/1/2018

ENGINEER'S CERTIFICATE

I, **JOHN D. BARNETT**, P.E., hereby certify that the above information was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Texas.

DATE: 10/1/2018

ENGINEER'S CERTIFICATE

I, **JOHN D. BARNETT**, P.E., hereby certify that the above information was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Texas.

DATE: 10/1/2018

ENGINEER'S CERTIFICATE

I, **JOHN D. BARNETT**, P.E., hereby certify that the above information was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Texas.

DATE: 10/1/2018

ENGINEER'S CERTIFICATE

I, **JOHN D. BARNETT**, P.E., hereby certify that the above information was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Texas.

DATE: 10/1/2018

ENGINEER'S CERTIFICATE

I, **JOHN D. BARNETT**, P.E., hereby certify that the above information was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Texas.

DATE: 10/1/2018

ENGINEER'S CERTIFICATE

I, **JOHN D. BARNETT**, P.E., hereby certify that the above information was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Texas.

DATE: 10/1/2018

ENGINEER'S CERTIFICATE

I, **JOHN D. BARNETT**, P.E., hereby certify that the above information was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Texas.

DATE: 10/1/2018

ENGINEER'S CERTIFICATE

I, **JOHN D. BARNETT**, P.E., hereby certify that the above information was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Texas.

DATE: 10/1/2018

ENGINEER'S CERTIFICATE

I, **JOHN D. BARNETT**, P.E., hereby certify that the above information was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Texas.

DATE: 10/1/2018

[illegible][illegible]

TYPE I

TYPE II

TYPE III

TYPE IV

NOTES:
 1. OPENING LOCATIONS AND SHAPES MAY VARY.
 2. "P" - INDICATES A MODULE WITH POCKET DRAINS.
 3. "P" - INDICATES A MODULE WITH A PANEL ATTACHMENT.
 4. POCKET DRAIN OPENINGS ARE OPTIONAL.

ENGINEER INFORMATION:			
DRAFT & REVISIONS			
1123 BULLHORN RD DUNEDIN, FL 33500			
PROJECT INFORMATION:			
Buck Creekway Lot 3			
Buffalo Grove, IL			
CURRENT ISSUE DATE:			
4/9/2023			
ISSUED FOR:			
PRELIMINARY			
REV	DATE	ISSUES FOR	BY
1	4/9/23	Preliminary	JM
2	4/9/23	Preliminary	JM
3	4/9/23	Preliminary	JM
4	4/9/23	Preliminary	JM
SCALE:			
AS SHOWN			
SHEET TITLE:			
STORMTRAP MODULE TYPES			
SHEET NUMBER:			
70			

GENERAL NOTES		GENERAL NOTES (CONTINUED)		PAVEMENT		WATER MAIN AND WATER SERVICES		SANITARY SEWER	
1. ALL PAVING AND RELATED CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION BY ILLINOIS DEPARTMENT OF TRANSPORTATION AND ALL AMENDMENTS THERETO AND IN ACCORDANCE WITH THE LATEST EDITION OF THE SUBDIVISION REGULATIONS OF THE MUNICIPALITY. IN CASE OF CONFLICT, THE MORE STRINGENT CODE SHALL TAKE PRECEDENCE. 2. ALL STORM SEWER, SANITARY SEWER AND WATER MAIN CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION, AND IN ACCORDANCE WITH THE CURRENT SUBDIVISION REGULATIONS OF THE MUNICIPALITY UNLESS OTHERWISE NOTED ON THE PLANS. 3. STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS, CONSTRUCTION PLANS, AND SUBSEQUENT DETAILS ARE ALL TO BE CONSIDERED AS PART OF THE CONTRACT. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE CONSIDERED A PART OF THIS CONTRACT. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE ENGINEER DOES NOT WARRANT THE LOCATION OF ANY EXISTING UTILITIES SHOWN ON THE PLAN. THE CONTRACTOR SHALL CALL J.U.L.I.E. AT 1-800-892-0123, AND THE MUNICIPALITY FOR UTILITY LOCATIONS. 5. NO CONSTRUCTION PLAN SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED "FOR CONSTRUCTION." PRIOR TO COMMENCEMENT OF CONSTRUCTION THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THE WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE ENGINEER'S LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES WITH WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO ENGINEER BEFORE DOING ANY WORK. OTHERWISE THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSIONS OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTIONS ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE. 6. NOTIFICATION OF COMMENCING CONSTRUCTION 6.1. THE CONTRACTOR SHALL NOTIFY THE OWNER AND/OR HIS REPRESENTATIVE AND THE AFFECTED GOVERNMENTAL AGENCIES IN WRITING AT LEAST THREE FULL WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL NOTIFY AS NECESSARY, ALL TESTING AGENCIES, EITHER MUNICIPALITY'S OR THE OWNER'S, SUFFICIENTLY IN ADVANCE OF CONSTRUCTION. 6.2. FAILURE OF CONTRACTOR TO ALLOW PROPER NOTIFICATION TIME WHICH RESULTS IN TESTING COMPANIES TO BE UNABLE TO VISIT SITE AND PERFORM TESTING WILL CAUSE CONTRACTOR TO SUSPEND OPERATION (PERTAINING TO TESTING) UNTIL TESTING AGENCY CAN SCHEDULE TESTING OPERATIONS. COST OF SUSPENSION OF WORK TO BE BORNE BY CONTRACTOR. 7. ALL CONTRACTORS SHALL KEEP ACCESS AVAILABLE AT ALL TIMES FOR ALL TYPES OF TRAFFIC. AT NO TIME SHALL ACCESS BE DENIED TO PROPERTIES SURROUNDING THE SITE. 8. ALL PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS, UNLESS OTHERWISE SPECIFIED. 9. THE CONTRACTOR SHALL PRESERVE ALL CONSTRUCTION STAKES UNTIL THEY ARE NO LONGER NEEDED. ANY STAKES DESTROYED OR DISTURBED BY THE CONTRACTOR PRIOR TO THEIR USE SHALL BE RESET AT CONTRACTOR'S COST. 10. ALL FRAMES AND LIDS FOR STORM AND SANITARY SEWER STRUCTURES ARE TO BE ADJUSTED TO MEET FINAL FINISH GRADE. THIS ADJUSTMENT IS TO BE MADE BY THE SEWER CONTRACTOR AND THE COST IS TO BE CONSIDERED INCIDENTAL. THESE ADJUSTMENTS TO FINISHED GRADE WILL NOT ALLEViate THE CONTRACTOR FROM ANY ADDITIONAL ADJUSTMENTS AS REQUIRED BY THE COUNTY UPON FINAL INSPECTION OF THE PROJECT. FINAL GRADES TO BE DETERMINED BY THE COUNTY AT THE TIME OF FINAL INSPECTION AND MAY VARY FROM PLAN GRADE. 11. ANY EXISTING SIGNS, LIGHT STANDARDS AND UTILITY POLES WHICH INTERFERE WITH CONSTRUCTION OPERATIONS AND NOT NOTED FOR DISPOSAL SHALL BE REMOVED AND RESET BY THE CONTRACTOR AT HIS OWN EXPENSE AS DIRECTED BY THE ENGINEER. ANY DAMAGE TO THESE ITEMS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS OWN EXPENSE TO THE SATISFACTION OF THE OWNER. ANY SIGNS NOT REQUIRED TO BE RESET, SHALL BE DELIVERED TO THE RESPECTIVE OWNERS. 12. REMOVAL OF SPECIFIED ITEMS, INCLUDING BUT NOT LIMITED TO, PAVEMENT, SIDEWALK, CURB, CURB AND GUTTER, CULVERTS, ETC. SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE. HE IS RESPONSIBLE FOR ANY PERMIT REQUIRED FOR SUCH DISPOSAL. 13. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM OR SHALL BE RESTORED TO PROPER OPERATING CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE OR DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED BY THE OWNER AND/OR PROJECT GOVERNING AUTHORITY. 14. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE DURING THAT PERIOD. 15. BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED BY THE OWNER OR HIS REPRESENTATIVE. FINAL PAYMENT WILL BE MADE AFTER ALL THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED BY THE OWNER AND MUNICIPALITY. 16. UPON AWARDING OF THE CONTRACT AND WHEN REQUIRED BY THE MUNICIPALITY, THE CONTRACTOR SHALL FURNISH A LABOR, MATERIAL AND PERFORMANCE BOND AND INSURANCE IN THE AMOUNT REQUIRED BY THE MUNICIPALITY GUARANTEEING COMPLETION OF THE WORK. THE UNDERWRITER SHALL BE ACCEPTABLE TO THE MUNICIPALITY. 17. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO KNOWN AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH LOCATIONS OF THE NEW CONSTRUCTION, JACOB AND HEFNER ASSOCIATES, INC. IS RESPONSIBLE TO RESOLVE THE CONFLICT. JACOB AND HEFNER ASSOCIATES, INC. IS NOT RESPONSIBLE FOR THE COST OF CONSTRUCTION. 18. OWNER SHALL OBTAIN EASEMENTS AND PERMITS NECESSARY TO FACILITATE CONSTRUCTION OF THE PROPOSED UTILITIES. THE CONTRACTOR, HOWEVER, SHALL FURNISH ALL REQUIRED BONDS AND EVIDENCE OF INSURANCE NECESSARY TO SECURE THESE PERMITS. 19. THE CONTRACTORS SHALL PLAN THEIR WORK BASED ON THEIR OWN BORINGS, EXPLORATIONS AND OBSERVATIONS TO DETERMINE SOIL CONDITIONS AT THE LOCATION OF THE PROPOSED WORK. 20. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY ON THE JOB IN ACCORDANCE WITH OSHA REGULATIONS. 21. THE CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, EXCESS MATERIALS, TRASH, OIL AND GREASE RESIDUE, MACHINERY, TOOLS, STAKES OR LATI SET BY SUPERVISORS FOR CONSTRUCTION, AND OTHER MISCELLANEOUS ITEMS WHICH WERE NOT PRESENT PRIOR TO PROJECT COMMENCEMENT AT NO ADDITIONAL EXPENSE TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY AND ALL PERMITS NECESSARY FOR THE HAULING AND DISPOSAL REQUIRED FOR CLEAN-UP AS DIRECTED BY THE ENGINEER OR OWNER. BURNING ON THE SITE IS NOT PERMITTED. 22. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE PROPER BARRICADING, WARNING DEVICES AND THE SAFE MANAGEMENT OF TRAFFIC AND PEDESTRIANS WITHIN THE AREA OF CONSTRUCTION. ALL SUCH DEVICES AND THEIR INSTALLATION SHALL CONFORM TO THE ILLINOIS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS, LATEST EDITION AND IN CONFORMANCE WITH REGULATIONS OF THE MUNICIPALITY OR D.O.T. 23. NO UNDERGROUND WORK SHALL BE COVERED UNTIL IT HAS BEEN APPROVED BY THE COUNTY. APPROVAL TO PROCEED MUST BE OBTAINED FROM THE COUNTY PRIOR TO INSTALLING PAVEMENT BASE, BINDER, SURFACE AND PRIOR TO POURING ANY CONCRETE AFTER FORMS HAVE BEEN SET. 24. ALL EXISTING UTILITIES OR IMPROVEMENTS, INCLUDING WALKS, CURBS, PAVEMENT AND PARKWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION. 25. AT THE CLOSE OF EACH WORKING DAY AND AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS. 26. TREES NOT MARKED FOR REMOVAL SHALL BE CONSIDERED AS DESIGNATED TO BE SAVED AND SHALL BE PROTECTED UNDER THE PROVISIONS OF ARTICLE 201.05 OF THE STANDARD SPECIFICATIONS. 27. LIMB PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF AN APPROVED LANDSCAPE ARCHITECT AND SHALL BE UNDERTAKEN IN A TIMELY FASHION SO AS NOT TO INTERFERE WITH CONSTRUCTION. 28. ALL LIMBS, BRANCHES, AND OTHER DEBRIS RESULTING FROM THIS WORK SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE. 29. ALL CUTS OVER ONE-INCH IN DIAMETER SHALL BE MADE FLUSH WITH THE NEXT LARGE BRANCH. WOUNDS OVER ONE-INCH IN DIAMETER SHALL BE PAINTED WITH AN APPROVED TREE PAINT. 30. ANY DETERIORATION OF SEWER AND WATER TRENCHES AS WELL AS TEMPORARY SHEETING OR BRACING THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL NOT BE CONSIDERED EXTRA WORK. IN THE EVENT THAT SOFT MATERIALS WITH UNCONFINED COMPRESSIVE STRENGTH LESS THAN 0.5 TSF ARE ENCOUNTERED IN SEWER AND WATER MAIN CONSTRUCTION, THE CONTRACTOR SHALL (UPON APPROVAL OF THE OWNER AND/OR ENGINEER) OVER-EXCAVATE TO A DEPTH OF AT LEAST ONE (1) FOOT BELOW THE BOTTOM OF THE PIPE AND BACKFILL WITH COMPACTED CRUSHED STONE, PROPERLY FORMED TO FIT THE BOTTOM OF THE PIPE. 31. CONTRACTOR SHALL RECORD VIDEO OF THE WORK AREA PRIOR TO CONSTRUCTION FOR THE PURPOSE OF DOCUMENTING EXISTING CONDITIONS.		32. TRENCH BACKFILL WILL BE REQUIRED TO THE FULL DEPTH ABOVE ALL UNDERGROUND UTILITIES WITHIN TWO FEET OF PROPOSED OR EXISTING PAVEMENTS, UTILITIES, BUILDINGS, AND SIDEWALKS. THE TRENCH BACKFILL SHALL BE DONE IN ACCORDANCE WITH IDOT STANDARD SPECIFICATIONS. THE TRENCH BACKFILL MATERIAL SHALL CONSIST OF CRUSHED GRAVEL CONFORMING TO IDOT GRADATION CA-6. 33. WHERE SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER, EXISTING DRAINAGE STRUCTURES AND SYSTEMS SHALL BE CLEANED OF DEBRIS AND PATCHED AS NECESSARY TO ASSURE INTEGRITY OF THE STRUCTURE. 34. HYDRANTS SHALL NOT BE FLUSHED DIRECTLY ONTO THE ROAD SUBGRADES. WHEREVER POSSIBLE, HOSES SHALL BE USED TO DIRECT THE WATER INTO STORM SEWERS. DAMAGE TO THE ROAD SUBGRADE OR LOT AREAS DUE TO EXCESSIVE WATER SATURATION AND/OR EROSION FROM HYDRANT FLUSHING OR FROM LEAKS IN THE WATER DISTRIBUTION SYSTEM, WILL BE THE RESPONSIBILITY OF THE CONTRACTOR FLUSHING OR USING THE HYDRANT TO MAKE ALL NECESSARY REPAIRS AT HIS EXPENSE. THE CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION WATER AT HIS EXPENSE. 35. AFTER THE STORM SEWER SYSTEM HAS BEEN CONSTRUCTED THE CONTRACTOR SHALL PLACE EROSION CONTROL (INLET BASKETS) SHALL BE INSTALLED IN EACH STRUCTURE AS SOON AS THE STRUCTURE INSTALLATION IS COMPLETE. THE PURPOSE OF THE EROSION CONTROL WILL BE TO MINIMIZE THE AMOUNT OF SILTATION, WHICH NORMALLY WOULD ENTER THE STORM SEWER SYSTEM FROM ADJACENT AND/OR UPSTREAM DRAINAGE AREAS. 36. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH ILLINOIS URBAN MANUAL AND SHALL BE MAINTAINED BY THE CONTRACTOR AND SHALL REMAIN IN PLACE UNTIL A SUITABLE GROWTH OF GRASS ACCEPTABLE TO THE ENGINEER HAS BEEN DEVELOPED. 37. UPON PROJECT COMPLETION, THE CONTRACTOR SHALL PROVIDE FINAL RECORD DRAWINGS TO THE OWNER AND ENGINEER FOR REVIEW PRIOR TO ANY REQUEST FOR FINAL INSPECTION. AT A MINIMUM, THE RECORD DRAWINGS SHALL INDICATE THE FINAL LOCATION AND LAYOUT OF ALL SITE IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, VERIFICATION OF ALL BUILDING PAD AND FINISHED FLOOR ELEVATIONS, UTILITY ROW AND INVERT ELEVATIONS, SPOT GRADE ELEVATIONS, LOCATIONS OF ALL WATER SERVICE B-BOXES, SANITARY SEWER SERVICES, AND STORM SEWER SERVICES AND SHALL INCORPORATE ALL FIELD DESIGN CHANGES INCLUDING THOSE APPROVED BY THE OWNER, ENGINEER AND/OR PROJECT GOVERNING AUTHORITY. RECORD DRAWINGS SHALL BE PREPARED BY OR UNDER THE DIRECT SUPERVISION OF A LICENSED PROFESSIONAL LAND SURVEYOR.	1. FINE GRADING A. PRIOR TO THE CONSTRUCTION OF CURB AND GUTTER AND PLACEMENT OF THE BASE MATERIAL, THE STREETS SHALL BE FINE GRADED TO WITHIN 0.05 FEET OF FINAL SUBGRADE ELEVATION, TO A POINT TWO FEET BEYOND THE BACK OF CURB. 2. CURB AND GUTTER A. THE TYPE OF THE CURB AND GUTTER SHALL BE AS DETAILED ON THE ENGINEERING PLANS. B. THE CURBS SHALL BE BACKFILLED AFTER CONSTRUCTION AND PRIOR TO THE PLACEMENT OF THE BASE COURSE. C. THE STONE COST UNDER THE CURB AND GUTTER SHALL BE CONSIDERED INCIDENTAL. D. DEPRESSED CURBS FOR DRIVEWAYS AND HANDICAPPED RAMPS SHALL BE INSTALLED PER THE PLANS AND IDOT STANDARDS. 3. PAVEMENT A. THE PAVEMENT MATERIALS SHALL BE AS DETAILED ON THE ENGINEERING PLANS. DEPTHS SPECIFIED SHALL BE CONSIDERED THE MINIMUM COMPACTED THICKNESS. 4. GENERAL THE PAVING CONTRACTOR SHALL: A. REPAIR ANY BASE COURSE AND BINDER COURSE FAILURES PRIOR TO THE INSTALLATION OF THE FINAL BITUMINOUS CONCRETE SURFACE COURSE. B. SWEEP CLEAN THE BINDER COURSE PRIOR TO THE INSTALLATION OF THE FINAL BITUMINOUS CONCRETE SURFACE COURSE. ANY DAMAGE TO THE BINDER COURSE SHALL BE REPAIRED BY THE CONTRACTORS AT NO ADDITIONAL COST TO THE OWNER. D. PROVIDE CONSTRUCTION, EXPANSION AND CONTRACTION JOINTS FOR CURB AND GUTTER AND P.C.C. SIDEWALK PER IDOT STANDARDS AND MUNICIPAL STANDARDS. E. REMOVE ALL EXCESS MATERIALS AND DEBRIS. DISPOSE OF MATERIALS OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. 5. TESTING AND FINAL ACCEPTANCE A. PRIOR TO THE PLACEMENT OF THE BASE COURSE, THE SUBGRADE MUST BE PROOF ROLLED AND INSPECTED FOR UNSUITABLE LOCATIONS. IF UNSUITABLE SUBGRADE IS ENCOUNTERED, IT SHALL BE REMOVED AND REPLACED WITH GRANULAR MATERIAL APPROVED BY THE OWNER OR HIS REPRESENTATIVE. THE SUBGRADE SHALL HAVE A MINIMUM IIR VALUE OF 3.0. B. PRIOR TO PLACEMENT OF THE BITUMINOUS CONCRETE SURFACE COURSE, THE CONTRACTOR SHALL OBTAIN SPECIMENS OF THE BINDER COURSE WITH A CORE DRILL WHERE DIRECTED AND AS REQUIRED. THICKNESS VERIFICATION WILL BE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION." C. FINAL ACCEPTANCE OF THE TOTAL PAVEMENT INSTALLATION SHALL BE SUBJECT TO THE TESTING AND VERIFICATION REQUIREMENTS CITED ABOVE. 6. METHOD OF MEASUREMENT A. CURB AND GUTTER AND BASE COURSE SHALL BE MEASURED IN THE FIELD BY THE CONTRACTOR. THE QUANTITIES SHALL BE SUBMITTED TO THE ENGINEER FOR VERIFICATION WHEN REQUESTED BY THE OWNER. B. WHEN REQUESTED BY THE OWNER, DOCUMENTATION FOR THE INSTALLED BASE COURSE, BITUMINOUS CONCRETE BINDER AND SURFACE COURSE, SHALL BE SUBMITTED TO THE ENGINEER FOR VERIFICATION AS REQUIRED BY THE MUNICIPALITY. WHERE DIRECTED, THE CONTRACTOR SHALL OBTAIN SPECIMENS OF THE BITUMINOUS CONCRETE WITH A CORE DRILL TO CONTRN THE PLAN THICKNESS. DEFICIENCIES IN THICKNESS SHALL BE ADJUSTED BY THE METHOD DESCRIBED IN THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION." 7. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE PROPER BARRICADING, WARNING DEVICES AND SAFE TRAFFIC MANAGEMENT WITHIN THE AREA OF CONSTRUCTION. ALL SUCH DEVICES AND THEIR INSTALLATION SHALL CONFORM TO THE ILLINOIS "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION. THIS SHALL BE IN ACCORDANCE WITH THE SUBDIVISION CONTROL ORDINANCE OF THE MUNICIPALITY. 8. LONGITUDINAL JOINT CONSTRUCTION A. AS MANY LONGITUDINAL JOINTS AS PRACTICAL, SHALL BE CLOSED AT THE END OF EACH DAY OF PAVING. A TACK COAT SHALL BE APPLIED TO THE "COLD" SIDE OF THE LONGITUDINAL JOINT PRIOR TO THE PLACEMENT OF THE HOT SIDE MAT. B. LONGITUDINAL JOINT CONSTRUCTION SHALL BE COMPLETED BEFORE THE "COLD" SIDE OF THE JOINT FALLS BELOW 200F. C. IN THE EVENT THE TEMPERATURE OF THE "COLD" SIDE OF A JOINT FALLS BELOW 200F PRIOR TO JOINT CONSTRUCTION COMPLETION, THE CONTRACTOR SHALL PERFORM THE FOLLOWING: 1. HEAT THE COLD SIDE JOINT TO 200F EITHER BY MEANS OF A HAND TORCH OR AN INFRARED HEATER. THE CONTRACTOR SHALL AVOID BURNING THE ASPHALT DURING REHEATING. 2. APPLY TACK COAT TO THE REHEATED JOINT PRIOR TO ASPHALT PLACEMENT. D. THE CONTRACTOR SHALL OFFSET SURFACE COURSE JOINTS FROM BINDER COURSE JOINTS, WHEREVER PRACTICABLE. 9. LONGITUDINAL JOINT DENSITY SPECIFICATIONS A. COMPLETED LONGITUDINAL JOINTS SHALL BE ASSESSED BASED ON SECTION 1030 OF THE STANDARD SPECIFICATIONS AND THE "HOT MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS" (BDE) AS FOLLOWS: LONGITUDINAL JOINT DENSITY TESTING SHALL BE PERFORMED AT EACH RANDOM DENSITY TEST LOCATION. LONGITUDINAL JOINT TESTING SHALL BE LOCATED AT A DISTANCE EQUAL TO THE LIFT THICKNESS OR A MINIMUM OF TWO INCHES FROM EACH PAVEMENT EDGE, I.E. FOR A FOUR INCH LIFT, THE NEAR EDGE OF THE DENSITY GAUGE OR CORE BARREL SHALL BE WITHIN FOUR INCHES FROM THE EDGE OF PAVEMENT. LONGITUDINAL JOINT DENSITY TESTING SHALL BE PERFORMED USING EITHER A CORRELATED NUCLEAR GAUGE OR CORES. 1. CONFINED EDGE: EACH CONFINED EDGE DENSITY TEST SHALL BE REPRESENTED BY A ONE MINUTE NUCLEAR DENSITY READING OR A CORE DENSITY. THE TESTING SHALL BE INCLUDED IN THE AVERAGE OF DENSITY READINGS OR CORE DENSITIES TAKEN ACROSS THE MAT, WHICH REPRESENTS THE INDIVIDUAL TEST. 2. UNCONFINED EDGE: EACH UNCONFINED EDGE JOINT DENSITY TEST SHALL BE REPRESENTED BY AN AVERAGE OF THREE, ONE MINUTE DENSITY READINGS OR A SINGLE CORE DENSITY AT THE GIVEN DENSITY TEST LOCATION. THE TESTING SHALL MEET THE DENSITY REQUIREMENTS SPECIFIED HEREIN. THE THREE, ONE MINUTE READINGS SHALL BE SPACED TEN FEET APART LONGITUDINALLY ALONG THE UNCONFINED PAVEMENT EDGE AND CENTERED AT THE RANDOM DENSITY TEST LOCATION.		1. WATER MAINS SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP), CLASS 52, CONFORMING TO AWWA C-151 (ANSI A-21.5) WITH CEMENT MORTAR LINING AND BITUMINOUS SEAL COATING, CONFORMING TO ANSI-A-214 (AWWA C-104). ALL WATER MAIN SHALL BE POLYETHYLENE ENCASED. THE POLYETHYLENE MATERIAL SHALL BE IN CONFORMANCE WITH THE MUNICIPAL REGULATIONS. 2. THE JOINTS SHALL BE PUSH-ON JOINTS CONFORMING TO ANSI A-21.11 (AWWA C-111) AND ALL RETAINING GLANDS SHALL BE SET SCREW OR MEGA-LUG TYPE. WATER MAIN FITTINGS SHALL BE OF DUCTILE IRON WITH CEMENT MORTAR LINING AND SEAL COATING WITH PUSH-ON JOINTS, CONFORMING TO ANSI A21.10 (AWWA C-110). 3. THRUST BLOCKING OR RESTRAINED JOINTS SHALL BE INSTALLED ON ALL WATER MAINS AT ALL BENDS, TEES, ELBOWS, ETC. 4. DISTRIBUTION SYSTEM VALVES SHALL BE RESILIENT SEAT VALVE, CONFORMING TO AWWA C-509, LATEST STANDARDS AND SHALL BE APPROVED BY THE MUNICIPALITY. EACH VALVE SHALL BE INSTALLED IN A VALVE VAULT OR BOX OF SIZE SHOWN ON THE PLANS. THE LIDS SHALL BE NEEHAH R-1713-B OR APPROVED EQUIAL LETTERING ON THE CAST IRON FRAME AND LID SHALL INDICATE "WATER" AND THE MUNICIPALITY NAME. 5. A MINIMUM DEPTH OF COVER OF 5'-6" SHALL BE MAINTAINED OVER THE WATER LINES. 6. ALL WATER MAINS SHALL BE PRESSURE TESTED, FLUSHED AND DISINFECTED IN ACCORDANCE WITH AWWA SPECIFICATIONS. EACH VALVE SECTION SHALL BE PRESSURE TESTED FOR A MINIMUM OF FOUR HOURS. THE ONLY ALLOWABLE LEAKAGE IS AS PREDETERMINED BY THE STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION IN ILLINOIS. AT NO TIME IS THERE TO BE ANY VISIBLE LEAKAGE FROM THE MAIN. 7. FIRE HYDRANTS SHALL BE INSTALLED WITH AN AUXILIARY VALVE WITH CAST IRON VALVE BOX. FIRE HYDRANTS SHALL CONFORM TO MEET ALL REQUIREMENTS DESCRIBED IN THE "SUBDIVISION CONTROL ORDINANCE OF THE MUNICIPALITY. THE HYDRANT SHALL FACE THE ROADWAY. THE FIRE HYDRANTS SHALL BE PAINTED PER THE MUNICIPALITY. THE VALVE BOX LID SHALL HAVE WORD "WATER" EMBOSSED ON THE LID. 8. MAXIMUM DEFLECTION AT PIPE JOINTS SHALL BE IN ACCORDANCE WITH CURRENT MANUFACTURER'S RECOMMENDATIONS AND AWWA SPECIFICATIONS. 9. BEDDING FOR ALL NEW WATER MAINS SHALL CONSIST OF A MINIMUM OF FOUR INCHES OF COMPACTED CRUSHED GRAVEL OR STONE. 10. WATER SERVICE LINES "2" IN DIAMETER OR SMALLER SHALL BE TYPE "K" COPPER TUBING CONFORMING TO ASTM B88-58, NO COUPLINGS SHALL BE PERMITTED BETWEEN THE CORPORATION AND CURB STOPS OR BETWEEN THE CURB STOP AND THE BUILDING. 11. WATER SERVICE BOXES SHALL BE OF SUFFICIENT LENGTH TO PERMIT THE TOP TO BE INSTALLED FLUSH WITH THE FINISHED GRADE. EACH SERVICE BOX SHALL BE PROVIDED WITH A CAP WITH THE WORD "WATER" CAST IN THE TOP. 12. IEPA WATER MAIN PROTECTION A. WATER MAINS: 1. HORIZONTAL SEPARATION: a) WATER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED DRAIN, STORM SEWER, SANITARY SEWER OR SEWER SERVICES CONNECTION. b) WATER MAINS MAY BE LAID CLOSER THAN 10 FEET TO A SEWER LINE WHEN: 1) LOCAL CONDITIONS PREVENT A LATERAL SEPARATION OF 10 FEET 2) THE WATER MAIN INVERT IS AT LEAST 18 INCHES ABOVE THE CROWN OF THE SEWER 3) THE WATER MAIN IS IN A SEPARATE TRENCH. c) BOTH THE WATER MAIN AND DRAIN OR SEWER SHALL BE CONSTRUCTED OF PIPE EQUIVALENT TO WATER MAIN STANDARDS OF CONSTRUCTION WHEN IT IS IMPOSSIBLE TO MEET CONDITION (a) or (b) ABOVE. THE DRAIN OR SEWER SHALL BE PRESSURE TESTED TO THE MAXIMUM EXPECTED SURCHARGE HEAD BEFORE BACKFILLING. 2. VERTICAL SEPARATION: a) A WATER MAIN SHALL BE LAID SO THAT ITS INVERT IS 18 INCHES ABOVE THE CROWN OF THE DRAIN OR SEWER, WHEREVER WATER MAINS CROSS STORM SEWERS, SANITARY SEWERS OR SEWER SERVICE CONNECTIONS. THE VERTICAL SEPARATION SHALL BE MAINTAINED FOR THAT PORTION OF THE WATER MAIN LOCATED WITHIN 10 FEET HORIZONTALLY OF ANY SEWER OR DRAIN CROSSED. A LENGTH OF WATER MAIN PIPE SHALL BE CENTERED OVER THE SEWER TO BE CROSSED WITH JOINTS EQUIDISTANT FROM THE SEWER OR DRAIN. b) IF IT IS IMPOSSIBLE TO OBTAIN THE PROPER VERTICAL SEPARATION AS DESCRIBED IN (a) OR THE WATER MAIN PASSES UNDER A SEWER OR DRAIN, THEN ONE OF THE FOLLOWING METHODS SHALL BE FOLLOWED: 1) THE STORM DRAIN SHALL BE CONSTRUCTED OF "o" ring JOINTS AND SANITARY SEWER SHALL BE CONSTRUCTED WITH PIPE EQUIVALENT TO WATER MAIN STANDARDS. 2) THE WATER MAIN MAY BE ENCASED IN A WATERIGHT CARRIER PIPE AS INDICATED ON THE DETAIL SHEET. c) A VERTICAL SEPARATION OF 18 INCHES BETWEEN THE INVERT OF THE SEWER OR DRAIN AND THE CROWN OF THE WATER MAIN SHALL BE MAINTAINED WHERE A WATER MAIN CROSSES UNDER SEWER. SUPPORT THE SEWER OR DRAIN LINES TO PREVENT SETTLING AND BREAKING THE WATER MAIN. d) CONSTRUCTION SHALL EXTEND ON EACH SIDE OF THE CROSSING UNTIL THE NORMAL DISTANCE FROM THE WATER MAIN TO THE SEWER OR DRAIN LINE IS AT LEAST 10 FEET.		1. UNLESS OTHERWISE NOTED ON THE PLANS, ALL SANITARY SEWER SHALL BE RING-TITE PVC (POLYVINYL CHLORIDE) PLASTIC PIPE. ALL PIPE SHALL CONFORM TO ASTM D-3034 WITH ELASTOMERIC RUBBER RING GASKET JOINTS CONFORMING TO ASTM D-3212. THE STANDARD DENSITY RATIO (SDR) FOR SANITARY PIPE SHALL BE 26. WHERE SPECIFIED, PVC ROR 21 SANITARY SEWER SHALL BE RING-TITE PVC (POLYVINYL CHLORIDE) PLASTIC PIPE, CONFORMING TO ASTM D-2241 WITH ELASTOMERIC RUBBER RING GASKET JOINTS CONFORMING TO ASTM D3139. THE PVC DR18 SANITARY SEWER SHALL CONFORM TO AWWA C900/C905, WITH RUBBER GASKET JOINTS CONFORMING TO AWWA C900/C905. 2. WHERE SANITARY SEWER PIPE IS NOTED AS PVC C900, THE PIPE SHALL BE IN ACCORDANCE WITH AMERICAN WATER WORKS ASSOCIATION (AWWA) C900 WITH WATERTIGHT, PRESSURE RATED JOINTS CONFORMING TO ASTM D3139. 3. CONNECTING SEWER PIPE OF DISSIMILAR MATERIAL IS NOT PERMITTED. 4. ALL FLOOR DRAINS SHALL CONNECT TO THE SANITARY SEWER. CONNECTIONS TO EXISTING SANITARY SEWER SYSTEM SHALL NOT BE COMPLETED UNTIL AUTHORIZED BY THE MUNICIPALITY. 5. ALL UNSUITABLE MATERIAL SHALL BE REMOVED BEFORE THE PROPOSED SANITARY SEWER AND REPLACED WITH COMPACTED CRUSHED GRAVEL, CONFORMING TO ASTM D-2321, CL. I. 6. COST FOR PIPE BEDDING SHALL BE MERGED WITH THE UNIT PRICE BID FOR THE SEWER. 7. PIPE BEDDING SHALL CONSIST OF A MINIMUM OF FOUR INCHES OF COMPACTED CRUSHED GRAVEL OR STONE FOR ALL SANITARY SEWERS. SANITARY SEWER PIPE SHALL HAVE TAMPED CRUSHED GRAVEL OR STONE COVER ABOVE THE TOP OF PIPE, TO A MINIMUM OF 12 INCHES. THE BEDDING AND TRENCH BACKFILL MATERIAL SHALL CONFORM TO DOT GRADATION CA-11 AND INSTALLED PER ASTM D-2321 CLASS 1. 8. WATER MAINS SHALL BE SEPARATED FROM SANITARY SEWERS AND STORM SEWERS IN ACCORDANCE WITH IEPA REQUIREMENTS AS SPECIFIED IN THE "WATER MAIN" SECTION. 9. NO WATER LINE SHALL BE PLACED IN THE SAME TRENCH AS A SEWER LINE. 10. THE TESTING OF THE PIPE STRENGTHNESS AND FIELD TESTING, SHALL BE IN ACCORDANCE WITH THE DEVELOPMENT CODE OF THE MUNICIPALITY. 11. SANITARY SEWER MANHOLES SHALL BE FOUR FOOT INNER DIAMETER, PRECAST REINFORCED CONCRETE RINGS OR MONOLITHIC CONCRETE, CONFORMING TO ASTM C 478. THE STRUCTURE SHALL HAVE AN ECCENTRIC COLE INSTALLED, LINING UP WITH THE MANHOLE STEPS. ALL MANHOLE STEPS SHALL BE NEEHAH R-1981-I AT 16 INCHES ON-CENTER. 12. ALL SANITARY SEWER MANHOLE LIDS SHALL BE NEEHAH R-1713-B OR APPROVED EQUAL. THE LIDS SHALL HAVE RECESSED (CONCEALED) PICK HOLE AND BE SELF SEALING WITH "O" RING GASKET. THE LIDS SHALL HAVE THE WORD "SANITARY" AND THE MUNICIPALITY NAME EMBOSSED ON THE LID. 13. ALL MANHOLE JOINTS SHALL BE SEALED WITH "O" RING JOINTS. NO MORE THAN EIGHT INCHES OF PRECAST CONCRETE ADJUSTING RINGS SHALL BE USED TO ADJUST FRAME ELEVATIONS. ALL MANHOLES SHALL HAVE MISSION CONDUIT TYPE FITTINGS FOR PIPE CONNECTIONS. 14. DROP MANHOLE ASSEMBLIES SHALL BE PROVIDED AT THE JUNCTION OF SANITARY SEWERS WHERE THE DIFFERENCE IN INVERT GRADES EXCEEDS TWO FEET OR AT LOCATIONS SHOWN ON THE PLANS. THE ENTIRE DROP ASSEMBLY SHALL BE CAST IN CONCRETE MONOLITHICALLY WITH THE MANHOLE BARREL. 15. INSPECTION OF MANHOLES: ALL MANHOLES SHALL BE THOROUGHLY CLEANED OF DIRT AND DEBRIS. ALL VISIBLE LEAKAGE SHALL BE ELIMINATED BEFORE FINAL INSPECTION AND ACCEPTANCE. 16. TESTING FOR ACCEPTANCE OF SANITARY SEWERS AND MANHOLES, INCLUDING SERVICE LINES, SHALL INCLUDE LOW PRESSURE, AIR TEST AND DEFLECTION TEST PER STANDARD SPECIFICATIONS AND SUBDIVISION REGULATIONS OF THE MUNICIPALITY. THE TESTS SHALL BE APPROVED BY THE ENGINEER BEFORE ACCEPTANCE. ALL SANITARY MANHOLES SHALL BE VACUUM TESTED FOR LEAKAGE IN ACCORDANCE WITH MUNICIPAL STANDARDS AND ASTM C 1244-02. 17. ALL SANITARY SEWERS SHALL BE TESTED. A COPY OF THE RECORDING AND A WRITTEN REPORT SHALL BE SUBMITTED TO THE MUNICIPALITY FOR APPROVAL. THE REPORT SHALL INCLUDE STUB LOCATIONS, A DESCRIPTION OF ALL DEFECTS, WATER LEVEL, LEAKS AND IDENTIFICATION OF LENGTH FROM THE MANHOLE NUMBER SPECIFIED ON THE APPROVED PLANS. ALL COSTS SHALL BE INCIDENTAL TO THE WORK. TESTING SHALL BE WITNESSED AND APPROVED BY THE MUNICIPALITY BEFORE FINAL ACCEPTANCE. THE LOCATION OF TELEVISION INSPECTION SHALL BE DESIGNATED BY THE MUNICIPAL ENGINEER. 18. IF THE SANITARY SEWER INSTALLATION FAILS TO MEET THE TEST REQUIREMENTS SPECIFIED, THE CONTRACTOR SHALL DETERMINE THE CAUSE OR CAUSES OF THE DEFECT. AT HIS OWN EXPENSE, THE CONTRACTOR SHALL REPAIR OR REPLACE ALL MATERIALS AND WORKMANSHIP AS NECESSARY TO COMPLY WITH THE TEST REQUIREMENTS. 19. THE CERTIFICATION CONTRACTOR SHALL SUBMIT CERTIFIED COPIES OF ALL REPORTS OF THE TESTS CONDUCTED BY AN INDEPENDENT LABORATORY BEFORE INSTALLATION OF PVC PLASTIC PIPE. TESTS SHALL BE CONDUCTED IN ACCORDANCE WITH THE STANDARD METHOD OF TESTING FOR "EXTERNAL LOADING PROPERTIES OF PLASTIC PIPE BY PARALLEL PLATE LOADING," ASTM STANDARD D-2412. TESTS SHALL ALSO BE CONDUCTED IN ACCORDANCE WITH ASTM D-3212, TO DEMONSTRATE JOINT PERFORMANCE AT 5% MAXIMUM DIAMETRIC DEFLECTION OF THE SPOT, AS SPECIFIED IN ASTM D-3212 SPECIFICATIONS.		
								GENERAL NOTES AND SPECIFICATIONS LOT 3 - MULTIFAMILY RESIDENTIAL NOAH PROPERTIES BUFFALO GROVE, ILLINOIS JACOB & HEFNER ASSOCIATES 1333 Butterfield Rd, Suite 300, Downers Grove, IL 60515 PHONE: (630) 652-4600, FAX: (630) 652-4601 www.jacobandhefner.com	
								3 PER VILLAGE & MWRD 2 PER VILLAGE 1 PERMIT SET No. Description	
								4/3/25 5/22/24 4/12/24 Date	
								STORM SEWER STORM SE	

EARTHWORK

1. TOPSOIL EXCAVATION

A. TOPSOIL, ORGANIC MATERIAL, OR ANY OTHER UNSUITABLE MATERIALS SHALL BE REMOVED FROM AREAS REQUIRING STRUCTURAL FILL.

B. PLACEMENT OF EXCAVATED MATERIAL SHALL BE DESIGNATED BY THE OWNER FOR FUTURE USE WITHIN AREAS TO BE LANDSCAPED OR AS FILL IN THE AREAS NOT REQUIRING STRUCTURAL FILL MATERIAL.

C. EXCESS MATERIALS NOT UTILIZED AS FILL OR NOT STOCKPILED FOR FUTURE LANDSCAPING, SHALL BE COMPLETELY REMOVED FROM THE CONSTRUCTION SITE AND DISPOSED OF OFF-SITE BY THE CONTRACTOR.

2. EARTH EXCAVATION

A. EXCAVATION OF EARTH AND OTHER MATERIALS, WHICH ARE SUITABLE FOR USE AS STRUCTURAL FILL SHALL BE WITHIN A TOLERANCE OF 0.05 FEET FOR PADS AND PAVEMENT, AT 0.1 FEET +/- OF THE PLAN SUBGRADE ELEVATIONS. THE +/- TOLERANCE WITHIN PAVEMENT AREAS UTILIZING EARTH MATERIALS SHALL "BALANCE" AS PART OF THE FINE GRADING OPERATION.

B. PLACEMENT OF EARTH AND OTHER SUITABLE MATERIALS SHALL BE PLACED WITHIN THOSE AREAS REQUIRING STRUCTURAL FILL TO ACHIEVE THE PLAN SUBGRADE ELEVATIONS WITHIN A TOLERANCE OF 0.1 FEET +/--. THE FILL MATERIAL SHALL BE PLACED IN LOOSE LIFTS, NOT EXCEED EIGHT INCHES IN THICKNESS. THE WATER CONTENT SHALL BE ADJUSTED IN ORDER TO ACHIEVE THE REQUIRED COMPACTION. EARTH MATERIAL MAY BE PLACED WITHIN THOSE AREAS OF THE SITE NOT REQUIRING STRUCTURAL FILL, WITHIN THE PLAN SUBGRADE ELEVATION, IN AREAS REQUIRING STRUCTURAL FILL, THE EARTH MATERIAL SHALL NOT BE PLACED OVER TOPSOIL OR OTHER UNSUITABLE MATERIALS. THE STRUCTURAL SUBGRADE AREA SHALL EXTEND TO THE ZONE OF INFLUENCE IN ALL FILL AREAS.

C. COMPACTION OF THE EARTH AND OTHER SUITABLE MATERIALS SHALL BE TO A MINIMUM OF 95% OF THE MODIFIED PROCTOR DRY DENSITY. THIS INCLUDES AREAS WITHIN PROPOSED PAVEMENT AND BUILDING PAD LOCATIONS, SIDEWALKS, ETC. IN NON-STRUCTURAL FILL AREAS, 90% TO 95% OF THE MODIFIED PROCTOR DRY DENSITY IS REQUIRED.

3. UNSUITABLE MATERIAL

A. UNSUITABLE MATERIAL SHALL BE CONSIDERED AS MATERIAL THAT IS NOT SUITABLE FOR THE SUPPORT OF PAVEMENT AND BUILDING CONSTRUCTION. IF IT IS ENCOUNTERED BELOW NORMAL TOPSOIL DEPTHS AND THE PROPOSED SUBGRADE ELEVATION, IT SHALL BE REMOVED AND REPLACED WITH SELECT GRANULAR MATERIAL APPROVED BY THE SOILS ENGINEER. THE DECISION TO REMOVE SAID MATERIAL AND TO WHAT EXTENT, SHALL BE MADE BY A SOILS ENGINEER WITH THE CONCURRENCE OF THE OWNER.

4. THE GRADING CONTRACTORS RESPONSIBILITIES

A. MAINTAIN POSITIVE DRAINAGE AT ALL TIMES DURING THE COURSE OF CONSTRUCTION AND PREVENT STORM WATER FROM RUNNING INTO OR STANDING IN EXCAVATED AREAS.

B. SPREAD AND COMPACT UNIFORMLY ALL EXCESS TRENCH SPOIL, AS SPECIFIED, AFTER COMPLETION OF THE UNDERGROUND IMPROVEMENTS.

C. SCARIFY AND COMPACT THE UPPER 12 INCHES OF THE SUITABLE SUBGRADE MATERIAL, AS SPECIFIED, IN ALL AREAS THAT MAY BE SOFT DUE TO EXCESS MOISTURE CONTENT. THIS APPLIES TO CUT AREAS AS WELL AS FILL AREAS.

D. PROVIDE ADDITIONAL WATER TO DRY MATERIAL TO ADJUST THE MOISTURE CONTENT FOR THE PURPOSE OF ACHIEVING THE SPECIFIED COMPACTION.

E. BACKFILL THE CURB AND GUTTER AFTER CONSTRUCTION AND PRIOR TO THE PLACEMENT OF THE BASE COURSE MATERIAL.

F. ACCOUNTABLE FOR IMPLEMENTATION OF THE "SOIL EROSION AND SEDIMENTATION CONTROL MEASURES" AS DESCRIBED ON THE PLANS. ALL CONTRACTORS SHALL COMPLY WITH THE SWPPP AND NPDES REQUIREMENTS.

G. PERFORM LIME STABILIZATION OF THE SUBGRADE MATERIAL IF REQUIRED BY THE SOILS ENGINEER.

5. TESTING AND FINAL ACCEPTANCE

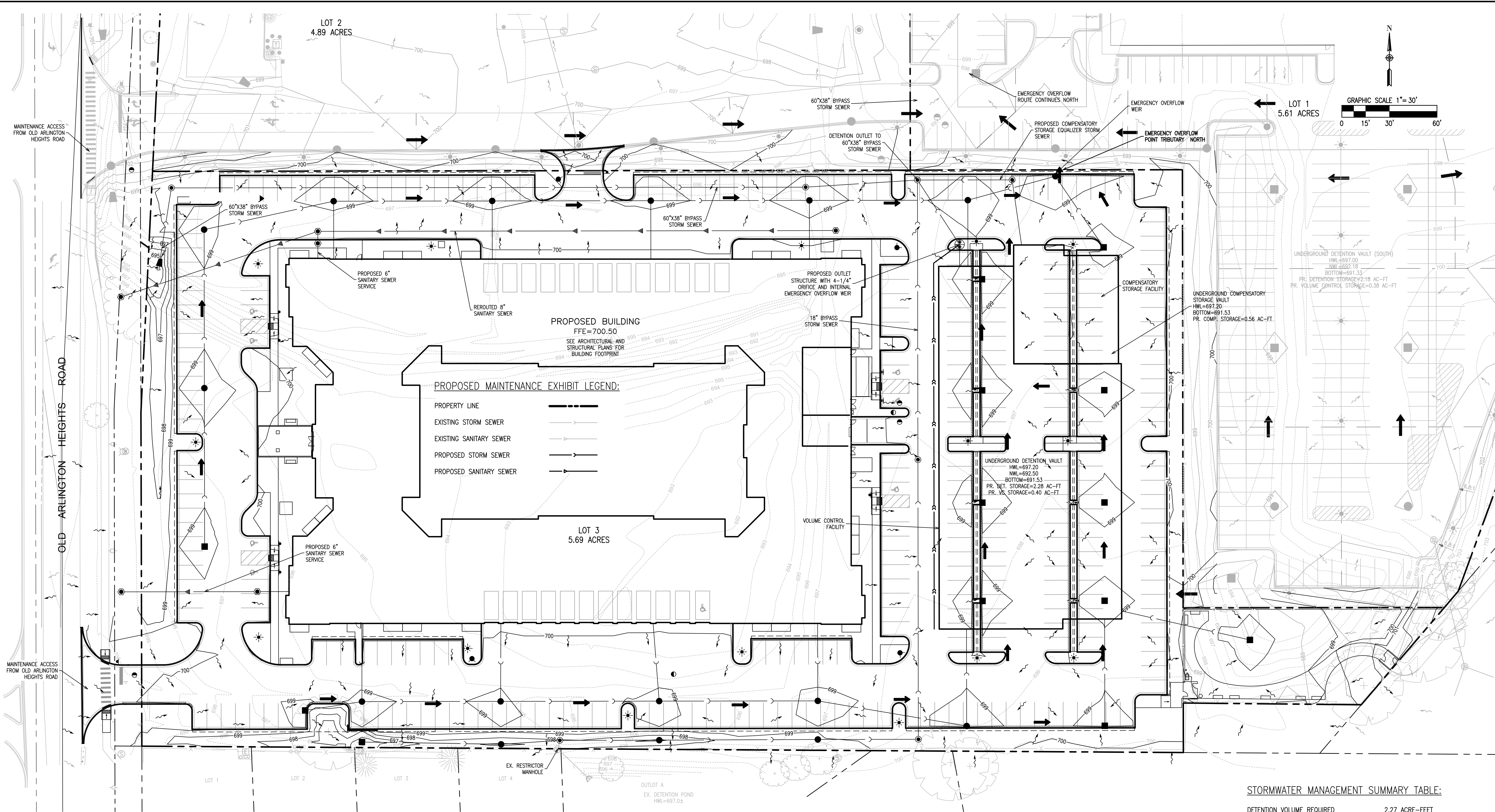
A. THE CONTRACTOR SHALL PROVIDE, AS A MINIMUM, A TANDEM AXLE TRUCK LOADED TO 14 TONS FOR PROOF ROLLING THE PAVEMENT SUBGRADE. PROOF ROLLING SHALL BE PERFORMED PRIOR TO THE PLACEMENT OF THE CURB AND GUTTER AND BASE MATERIAL. THIS SHALL BE WITNESSED AND APPROVED BY THE MUNICIPAL ENGINEER AND OWNER.

B. ANY UNSUITABLE AREA ENCOUNTERED AS A RESULT OF PROOF ROLLING, SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL APPROVED BY THE SOILS CONSULTANT. PROOF ROLLING SHALL BE PERFORMED UNTIL THE SUBGRADE IS APPROVED BY THE MUNICIPAL ENGINEER, OWNER AND SOILS ENGINEER.

C. THE WORK AREAS SHALL BE POSITIVELY DRAINED DURING CONSTRUCTION. FINAL GRADES SHALL BE PROTECTED AGAINST DAMAGE FROM EROSION, SEDIMENTATION AND TRAFFIC.

DENSITY CONTROL LIMITS TABLE

[illegible]



LEGAL DESCRIPTION

PARCEL 1:
LOT 1 IN THE RESUBDIVISION RECORDED JANUARY 31, 1980 AS DOCUMENT 25344703, BEING A RESUBDIVISION OF LOT 1 IN GRAND SPAULDING DODGE SUBDIVISION RECORDED DECEMBER 17, 1976 AS DOCUMENT 23752075, BEING A SUBDIVISION OF PART OF THE WEST ½ OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:
LOT 2 IN THE RESUBDIVISION RECORDED JANUARY 31, 1980 AS DOCUMENT 25344703, BEING A RESUBDIVISION OF LOT 1 IN GRAND SPAULDING DODGE SUBDIVISION, RECORDED DECEMBER 17, 1976 AS DOCUMENT 23752075, BEING A SUBDIVISION OF PART OF THE WEST ½ OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3A:
EASEMENT FOR INGRESS AND EGRESS FOR BENEFIT OF PARCEL 3 CREATED BY PLAT OF SUBDIVISION DOCUMENT 23752075

PARCEL 4:
THAT PART OF THE WEST ½ OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A ONE INCH OUTSIDE DIAMETER IRON PIPE MARKING THE NORTHEAST CORNER OF LOT 1 IN CHRYSLER REALTY SUBDIVISION, A SUBDIVISION RECORDED MAY 25, 1988 AS DOCUMENT NUMBER 88224282; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 1 AS MONUMENTED, BEING A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 430.00 FEET, A CHORD BEARING OF NORTH 84 DEGREES 55 MINUTES 06 SECONDS WEST, A CHORD LENGTH OF 429.89 FEET, AN ARC LENGTH OF 450.17 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAID NORTHWEST CORNER BEING ON THE EASTERLY LINE OF OLD ARLINGTON HEIGHTS ROAD AS DEDICATED BY DOCUMENT 21043975; THENCE NORTH 02 DEGREES 44 MINUTES 55 SECONDS EAST ALONG SAID EASTERLY LINE, 507.47 FEET TO THE SOUTH LINE OF EAST DUNDEE ROAD AS DEDICATED BY DOCUMENT 21043975; THENCE SOUTH 89 DEGREES 36 MINUTES 43 SECONDS EAST ALONG SAID SOUTH LINE, 402.65 FEET TO THE NORTHWEST CORNER OF LOT 1 IN THE RESUBDIVISION OF LOT 1 IN GRAND-SPAULDING DODGE, ACCORDING TO SAID PLAT OF RESUBDIVISION RECORDED JANUARY 31, 1980 AS DOCUMENT 25344703; THENCE SOUTH 00 DEGREES 07 MINUTES 47 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 542.24 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PROJECT MAINTENANCE PLAN:

THE OWNER, WITH FACILITIES AS SHOWN ON THIS EXHIBIT, SHALL ASSUME RESPONSIBILITY FOR THE FOLLOWING PERPETUAL MAINTENANCE ACTIVITIES:

1. GENERAL

1.1. CONDUCT REGULAR INSPECTIONS AND ROUTINE MAINTENANCE OF GENERAL AREAS ON A MONTHLY OR AS-NEEDED BASIS. SPECIFIC ITEMS INCLUDE:

1.1.1. CONTROL LITTER AND DEBRIS

1.1.2. MAINTAIN LANDSCAPED AREAS WITH REGULAR MOWING AND RESTORE WITH NEW SEEDING AND/OR VEGETATION AS NECESSARY

1.1.3. SWEEP ROADWAY SURFACES

2. STORMWATER MANAGEMENT FACILITIES

2.1. ALL COMPONENTS OF THE UNDERGROUND DETENTION AND VOLUME CONTROL FACILITY SHALL BE CHECKED MONTHLY BETWEEN MARCH AND NOVEMBER AND MAINTAINED AS NECESSARY TO ENSURE PROPER PERFORMANCE. IT IS CRITICAL THAT ALL INFLOWS AND OUTFLOWS TO THE DETENTION FACILITY ARE CLEAN AND PERFORMING AS DESIGNED. MONTHLY INSPECTIONS SHALL INCLUDE THE FOLLOWING:

2.1.1. REPAIR ANY SIGNS OF LEAKAGE OR SEEPAGE

2.1.2. REMOVE ANY INTERNAL OBSTRUCTIONS BLOCKING DRAINAGE FLOW OR MAINTENANCE OPERATIONS

2.1.3. INSPECT RESTRICTOR MANHOLE ORIFICE AND OUTLET PIPE AND REMOVE ANY ACCUMULATED SEDIMENT OR DEBRIS TO ENSURE SITE OUTFALL IS FUNCTIONING PROPERLY

2.1.4. REMOVE ANY ACCUMULATED SEDIMENT OR DEBRIS FROM THE BOTTOM OF THE UNDERGROUND VAULT. NO SEDIMENT, TOPSOIL OR OTHER DUMPING INTO THE FACILITY SHALL BE ALLOWED

3. STORMWATER COLLECTION SYSTEM
- 3.1. STORM INLETS/MANHOLES
- 3.1.1. REMOVE ACCUMULATED LEAVES AND OTHER DEBRIS FROM GRATES
- 3.1.2. RESET COVERS/LIDS AS NEEDED
- 3.1.3. REMOVE ACCUMULATED SEDIMENT FROM MANHOLE BOTTOM WHEN 50% OF SUMP IS FILLED
- 3.2. STORM SEWERS
- 3.2.1. VISUALLY INSPECT PIPES BY REMOVING MANHOLE LIDS AND MAKE ANY NECESSARY REPAIRS
- 3.2.2. CHECK STORM SEWERS FOR SILTATION DEPOSITS AT INLETS, OUTLETS AND WITHIN THE PIPE CONDUIT AND CLEAN OUT AS NECESSARY
4. VEGETATED AREAS
- 4.1. MOW GRASS AREAS ON A REGULAR BASIS TO CONTROL VEGETATION
- 4.2. REPAIR AND/OR RESEED DEAD OR DAMAGED GRASS AREAS
5. QUALIFIED SEWER CONSTRUCTION
- 5.1. PERFORM MANHOLE INSPECTIONS ONCE EVERY FIVE YEARS AND MAKE ANY NECESSARY REPAIRS
- 5.2. PERFORM SEWER INSPECTIONS ONCE EVERY FIVE YEARS AND MAKE ANY NECESSARY REPAIRS
- 5.3. PERFORM REGULAR CLEANING SO THAT EACH SEWER SEGMENT IS CLEANED ONCE EVERY FIVE YEARS
- 5.4. REMOVE ANY OBSTRUCTIONS THAT MAY IMPEDE MAINTENANCE OPERATIONS
6. QUALIFIED SEWER CONSTRUCTION
- 6.1. PERFORM MANHOLE INSPECTIONS ONCE EVERY FIVE YEARS AND MAKE ANY NECESSARY REPAIRS
- 6.2. PERFORM SEWER INSPECTIONS ONCE EVERY FIVE YEARS AND MAKE ANY NECESSARY REPAIRS
- 6.3. PERFORM REGULAR CLEANING SO THAT EACH SEWER SEGMENT IS CLEANED ONCE EVERY FIVE YEARS
- REMOVE ANY OBSTRUCTIONS THAT MAY IMPEDE MAINTENANCE OPERATIONS

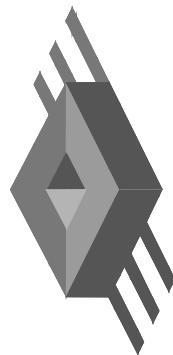
STORMWATER MANAGEMENT SUMMARY TABLE:

DETENTION VOLUME REQUIRED	2.27 ACRE-FEET
DETENTION VOLUME PROVIDED (HWL=697.20')	2.28 ACRE-FEET
VOLUME CONTROL REQUIRED	0.39 ACRE-FEET
VOLUME CONTROL PROVIDED (BOTTOM OF DETENTION VAULT)	0.40 ACRE-FEET
COMPENSATORY STORAGE REQUIRED	0.56 ACRE-FEET
COMPENSATORY STORAGE PROVIDED	0.56 ACRE-FEET

PROJECT SITE SUMMARY TABLE:

TOTAL CONTIGUOUS OWNERSHIP AREA:	5.69 ACRES
PROPERTY INDEX NUMBERS	03-08-101-021 03-08-101-020 03-08-101-025
PROPERTY LOCATION	SE CORNER OF W BOEGER DR AND N OLD ARLINGTON HEIGHTS ROAD BUFFALO GROVE, IL 60089
DEVELOPMENT AREA	SECTION 8, TOWNSHIP 42N, RANGE 11E 5.69 ACRES

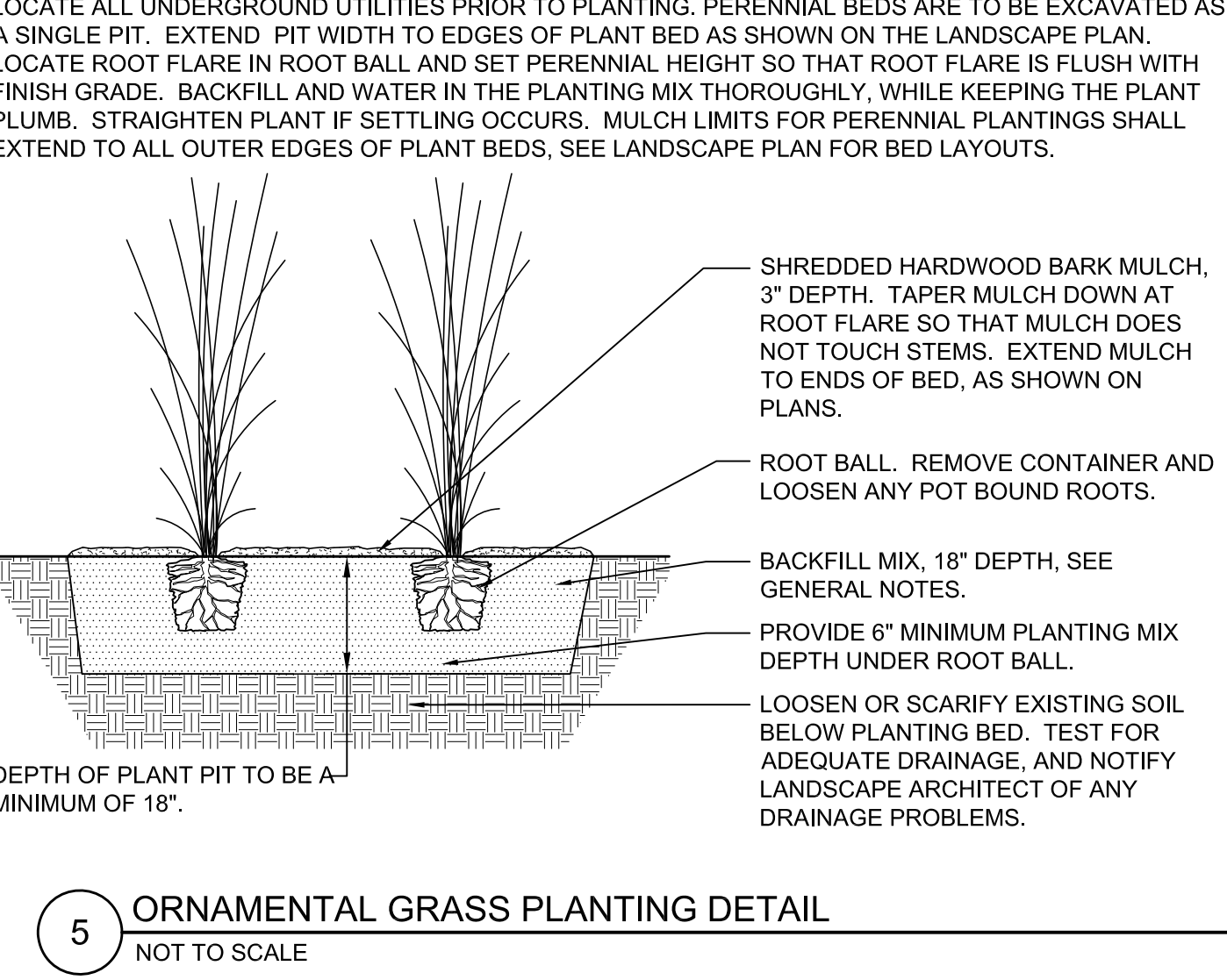
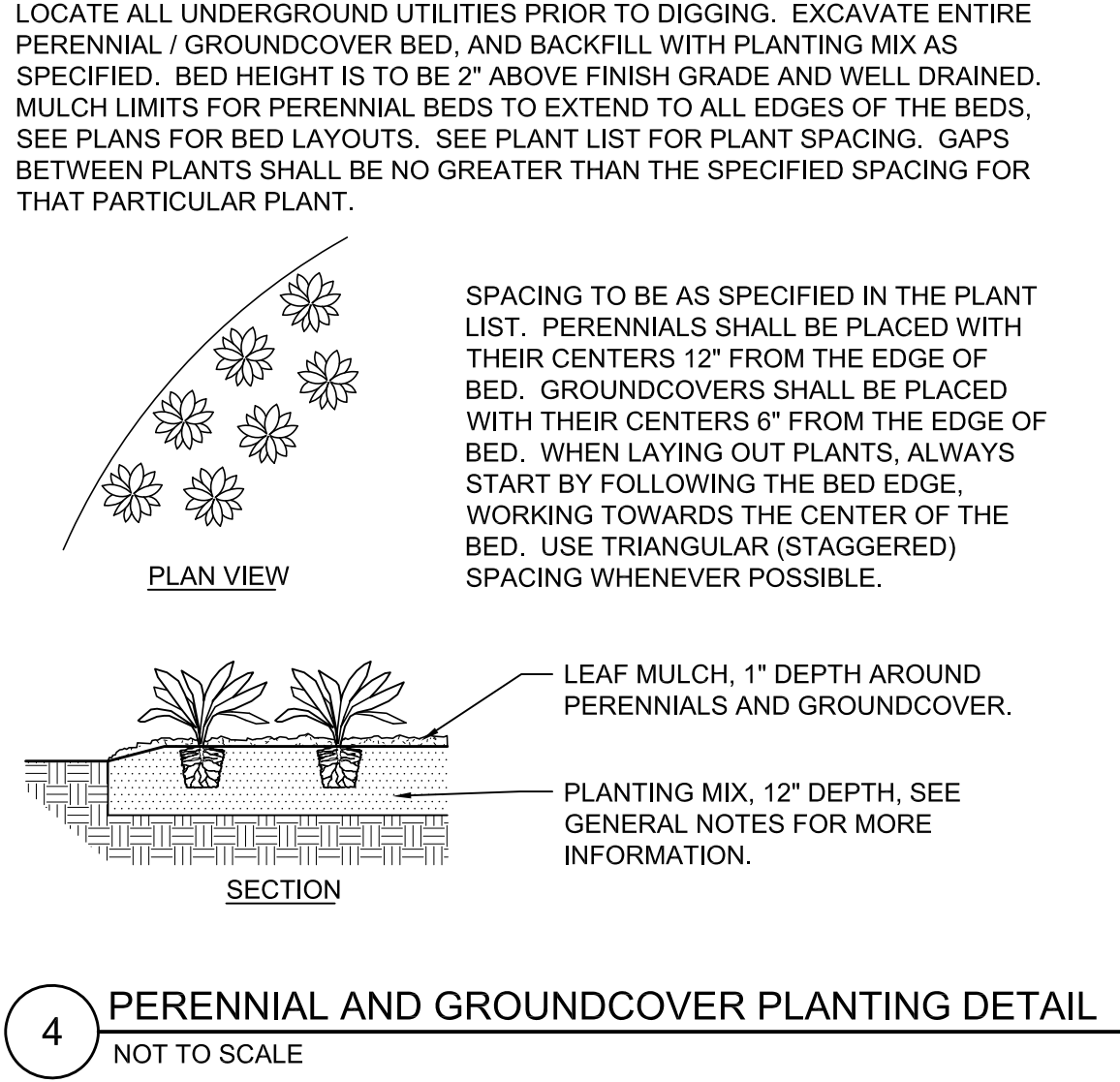
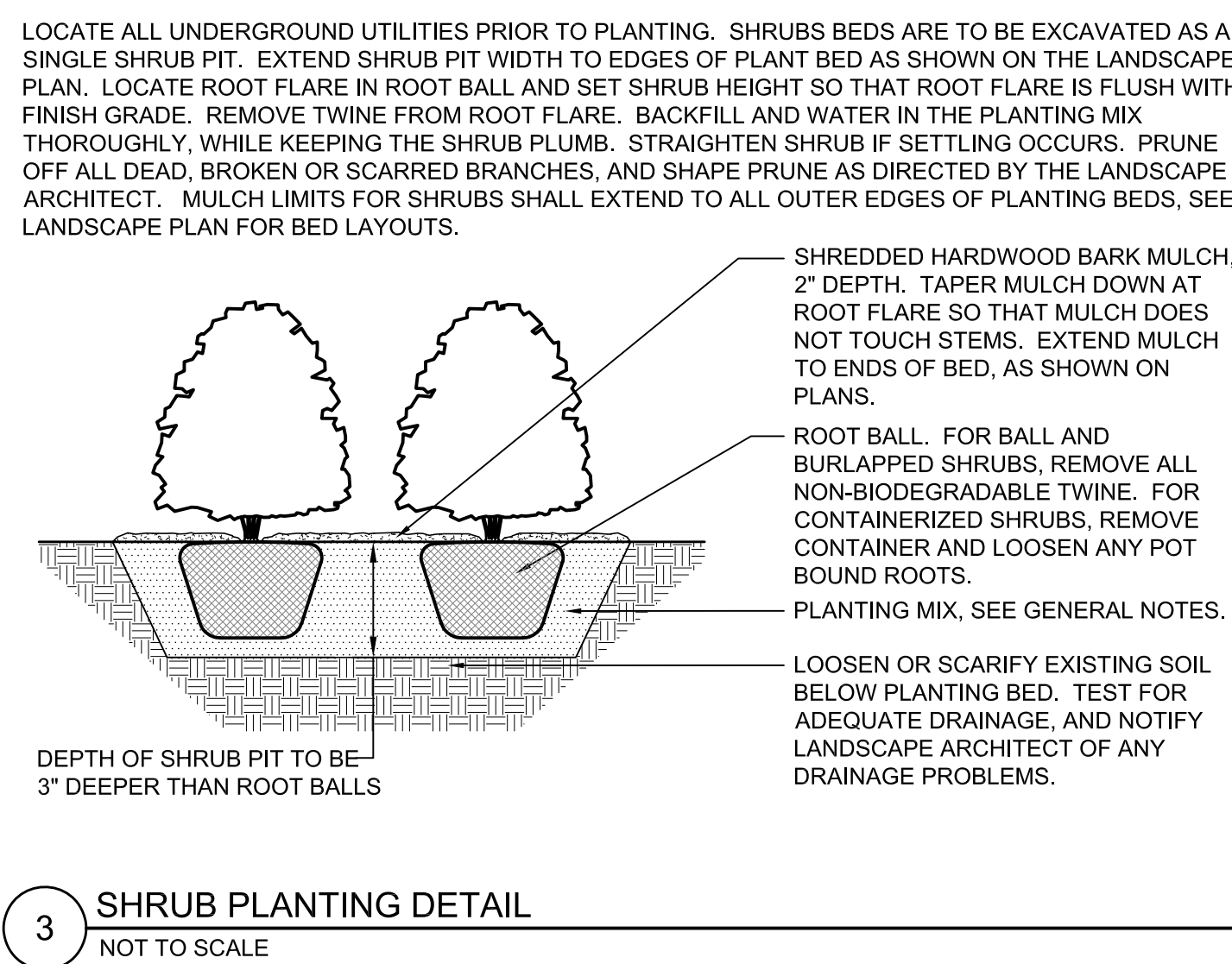
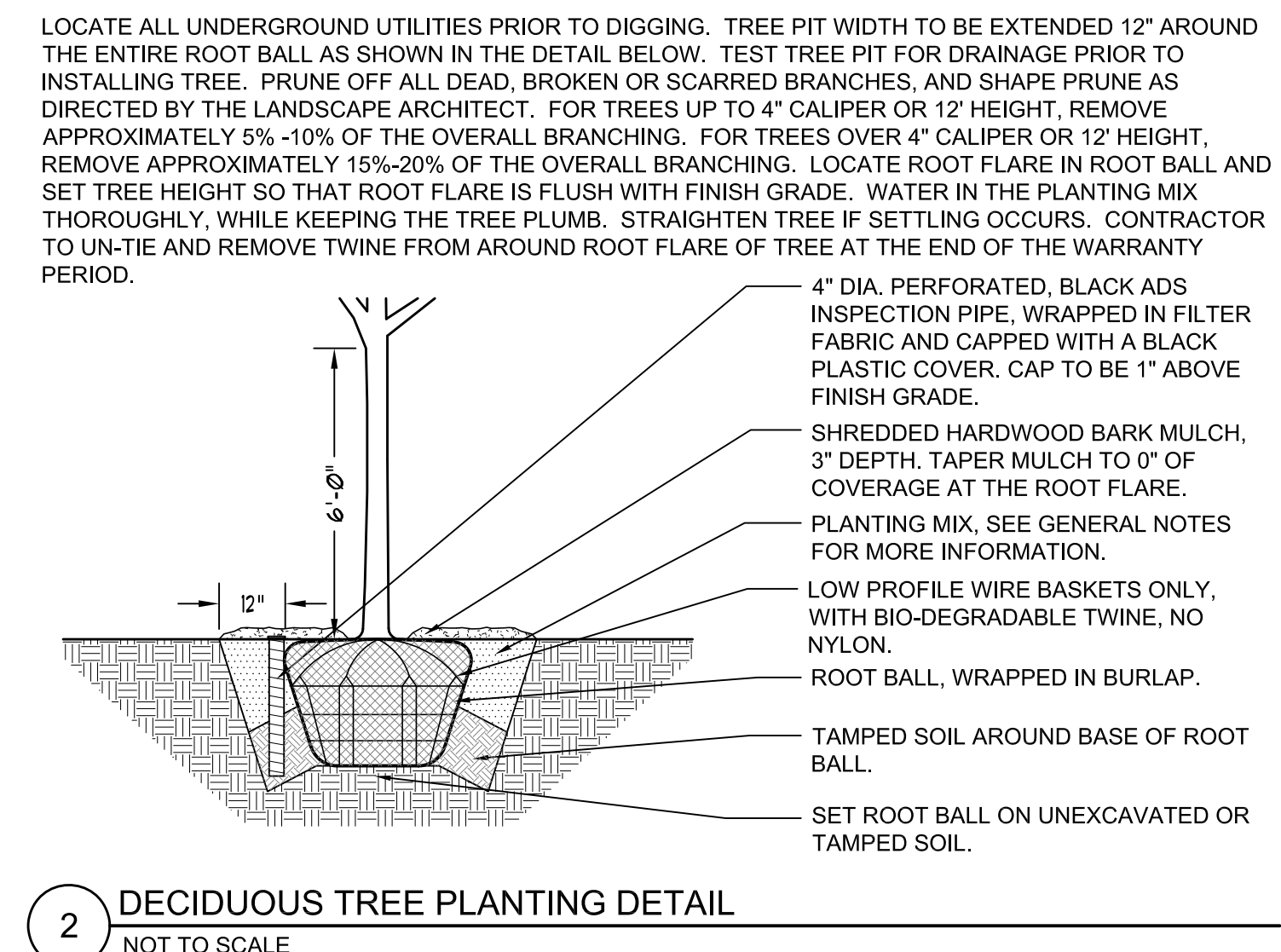
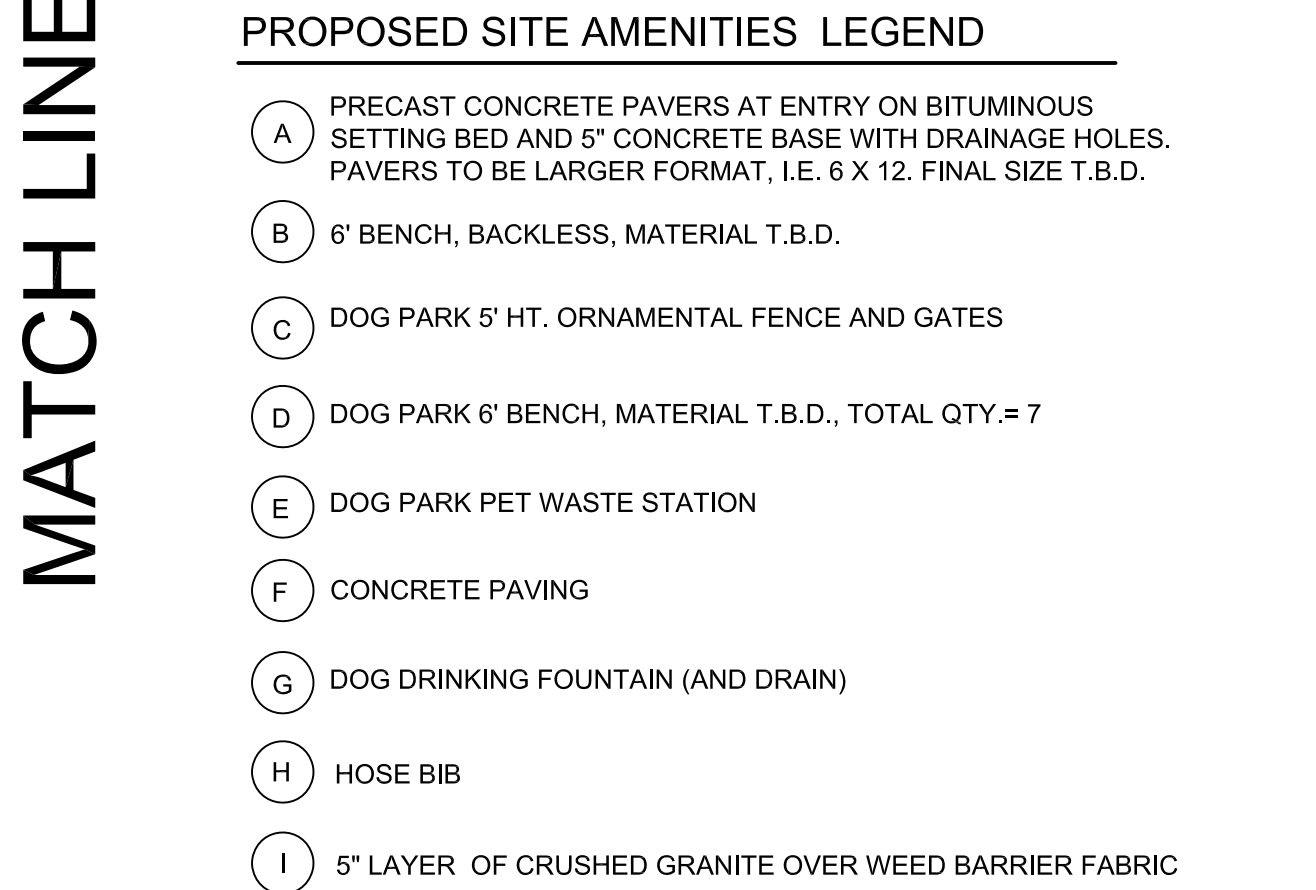
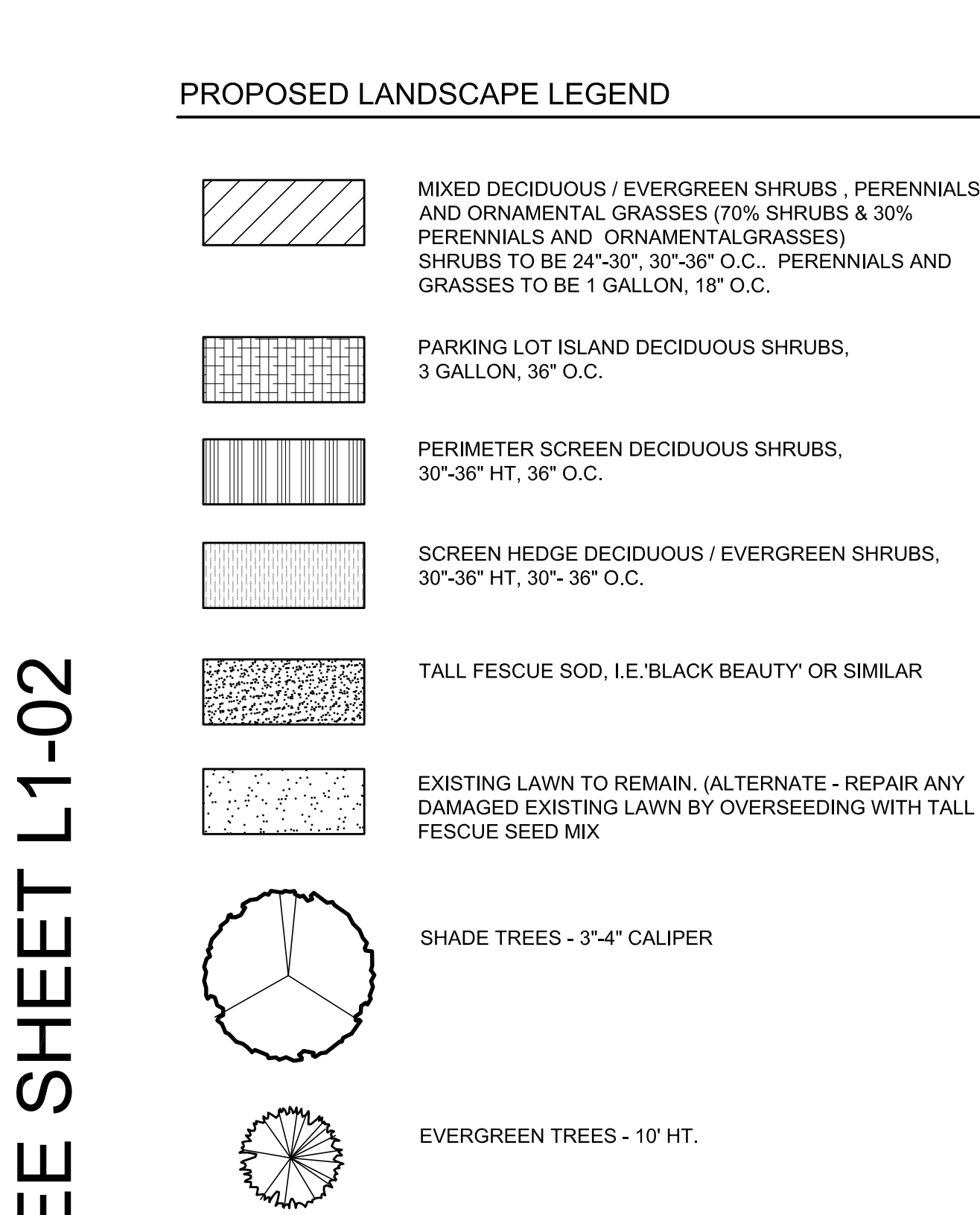
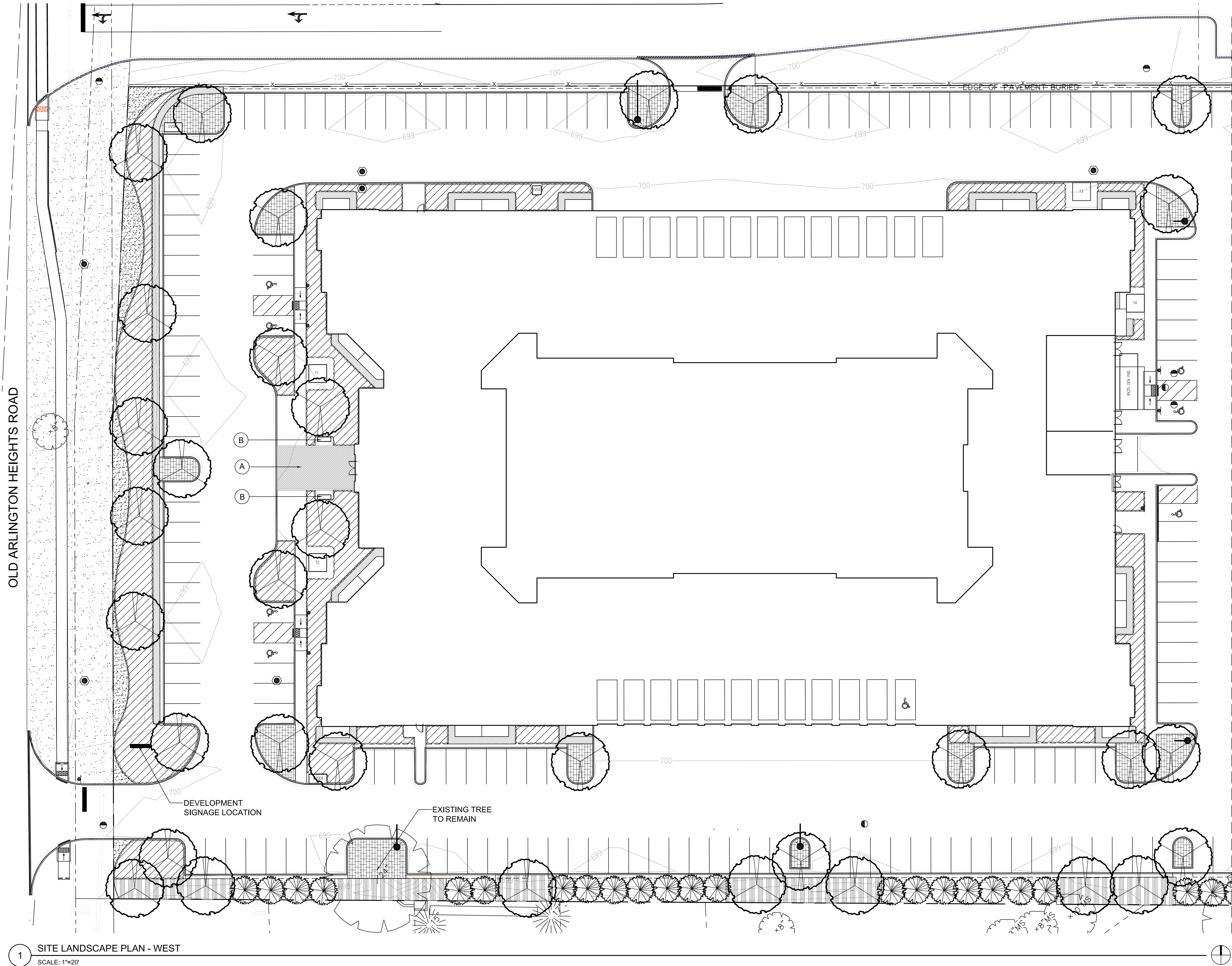
MAINTENANCE AND MONITORING EXHIBIT		3 PER VILLAGE & MWRD	4/3/25
LOT 3 – MULTIFAMILY RESIDENTIAL		2 PER VILLAGE	5/22/24
NOAH PROPERTIES		1 PERMIT SET	4/12/24
BUFFALO GROVE, ILLINOIS		No.	Description
G850c		Date	
1" = 30'			
C13			



JACOB & HEFNER
ASSOCIATES

1335 Butterfield Rd, Suite 300, Downers Grove, IL 60515
PHONE: (630) 652-4600, FAX: (630) 652-4601
www.jacobandhefner.com

File Path: C:\PROJECTS\2024\KTGY GROUP INC. These plans and specifications are provided by United States copyright law and may not be used, reproduced, distributed, transmitted, displayed, or modified in any way without the prior written consent of KTGY Group, Inc. or the authorized copyright holder or its affiliates. ©2024 KTGY GROUP INC. All rights reserved.



ktgy

Architecture | Branding | Interiors | Planning

217 N. Jefferson Street
Suite 400
Chicago, IL 60661
ktgy.com
312.549.4900

DANIEL WEINBACH
& PARTNERS, LTD.

Landscape Architects

1142 W. Madison Street
Suite 206
Chicago, IL 60607

p 312.427.2888
f 312.427.7668
www.dwpd.com

DOUBLE EAGLE
DEVELOPMENT

Developer
Double Eagle
Development
13075 Manchester Road
Suite 250
St. Louis, MO 63131
https://doubleeagle-development.com/

BUFFALO GROVE - DUNDEE

BUFFALO GROVE, IL

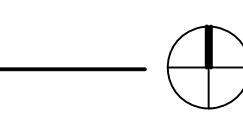
NOT FOR CONSTRUCTION

SITE LANDSCAPE PLAN - WEST

L1-01

Page 73 of 171

1 SITE LANDSCAPE PLAN - EAST
SCALE: 1"=20'



	MIXED DECIDUOUS / EVERGREEN SHRUBS , PERENNIALS AND ORNAMENTAL GRASSES (70% SHRUBS & 30% PERENNIALS AND ORNAMENTAL GRASSES) SHRUBS TO BE 24"-30" HT., 30"-36" O.C., PERENNIALS AND GRASSES TO BE 1 GALLON, 18" O.C.
	PARKING LOT ISLAND DECIDUOUS SHRUBS, 3 GALLON, 36" O.C.
	PERIMETER SCREEN DECIDUOUS SHRUBS, 30"-36" HT, 36" O.C.
	SCREEN HEDGE DECIDUOUS / EVERGREEN SHRUBS, 30"-36" HT, 30"- 36" O.C.
	TALL FESCUE SOD, I.E. "BLACK BEAUTY" OR SIMILAR
	EXISTING LAWN TO REMAIN. (ALTERNATE - REPAIR ANY DAMAGED EXISTING LAWN BY OVERSEEDING WITH TALL FESCUE SEED MIX
	SHADE TREES - 3"-4" CALIPER
	EVERGREEN TREES - 10" HT.

A	PRECAST CONCRETE PAVERS AT ENTRY ON BITUMINOUS SETTING BED AND 5" CONCRETE BASE WITH DRAINAGE HOLES. PAVERS TO BE LARGER FORMAT, I.E. 6 X 12.
B	6" BENCH, BACKLESS, MATERIAL T.B.D.
C	DOG PARK 5' HT. ORNAMENTAL FENCE AND GATES
D	DOG PARK 6" BENCH, MATERIAL T.B.D., TOTAL QTY.= 7
E	DOG PARK PET WASTE STATION
F	CONCRETE PAVING
G	DOG DRINKING FOUNTAIN (AND DRAIN)
H	HOSE BIB
I	5" LAYER OF CRUSHED GRANITE OVER WEED BARRIER FABRIC

1. IMPORTED TOPSOIL FOR THIS PROJECT SHALL BE FRAGILE LOAM OR SANDY LOAM, COMPRISED OF BETWEEN 20% AND 50% SILT, 10% AND 25% CLAY, AND 30% AND 60% SAND. THE pH LEVEL SHALL BE BETWEEN 6.0 AND 7.2 AND THE ORGANIC MATTER CONTENT SHALL BE BETWEEN 3% AND 6%. TOPSOIL SHALL BE FREE OF SEEDS, STONES, LARGE CLUMPS, ROOTS, LEAVES AND DEBRIS, AND SHALL NOT BE DELIVERED WHILE IN A FROZEN OR MUDDY CONDITION. CONTRACTOR SHALL PROVIDE A RECENT SOIL TEST ANALYSIS FOR TOPSOIL TO BE USED. THE ANALYSIS MUST INCLUDE THE INFORMATION REQUIRED ABOVE. IF TESTED TOPSOIL REQUIRES AMENDMENTS TO COMPLY WITH REQUIREMENTS, CONTRACTOR SHALL AMEND THE TOPSOIL, RE-TEST AND RESUBMIT THE ANALYSIS FOR APPROVAL PRIOR TO BRINGING THE TOPSOIL ON SITE.
2. EXISTING TOPSOIL FROM ON SITE THAT HAS BEEN STOCKPILED MAY BE USED IF IT MEETS THE REQUIREMENTS FOR IMPORTED TOPSOIL. THIS INCLUDES CONDUCTING SOIL TEST ANALYSIS AND ADDING AMENDMENTS AS NEEDED SO THAT THE SOIL COMPLIES WITH THE REQUIREMENTS.
3. SOD SHALL BE A TALL FESCUE BLEND SOD, SUCH AS BLACK BEAUTY, OR APPROVED EQUAL. BLUEGRASS BLEND SOD IS NOT ACCEPTABLE, UNLESS APPROVED BY THE LANDSCAPE ARCHITECT. SODDED LAWN WILL NOT BE ACCEPTED UNTIL WELL ROOTED AND MOWN TWICE.
4. LAWN GRASS SEED SHALL BE A TALL FESCUE BLEND, SUCH AS DRYSPLE, TALL FESCUE BLEND, AVAILABLE FROM NATIONAL SEED #888.963.7333. SEEDING SHALL ONLY BE INSTALLED WITHIN THE FOLLOWING DATES UNLESS APPROVED BY THE LANDSCAPE ARCHITECT:
MAY 1 THROUGH JUN 15, AUG 15 THROUGH OCT 15
5. ALL AREAS TO BE SEEDDED SHALL RECEIVE AN EROSION CONTROL BLANKET, ERO-NET S-150, BY NORTH AMERICAN GREEN, PH#800.772-2240, OR APPROVED EQUAL.
6. ALL PLANT MATERIAL MUST BE SPECIMEN QUALITY, TRUE TO SPECIES AND VARIETY, WITH FULL, DENSE AND HEALTHY FORMS. PLANTS THAT ARE NOT SPECIMEN QUALITY WILL NOT BE ACCEPTED. ALL PLANTS MUST HAVE BEEN LOCALLY GROWN AT A STATE INSPECTED AND CERTIFIED NURSERY, LOCATED WITHIN 50 MILES OF THE PROJECT SITE. CONTRACTOR TO PROVIDE STATE INSPECTION CERTIFICATES FROM NURSERIES
7. PLANTING MIX FOR ALL PLANTINGS SHALL BE AS FOLLOWS. MIXING OF PLANTING MIX COMPONENTS SHALL BE THOROUGHLY BLENDED OUTSIDE THE PLANTING PITS, PRIOR TO PLANTING.

TREES AND SHRUBS:	80% TOPSOIL, 10% SAND, 10% PINE FINES
PERENNIALS AND ANNUALS:	70% TOPSOIL, 15% SAND, 15% PINE FINES
8. FOR PLANTING MIXES, SAND SHALL BE ANGULAR, COARSE SAND AND PINE FINES SHALL BE 3/8" SOUTHERN PINE BARK FINES.
9. BARK MULCH FOR TREES AND SHRUBS SHALL BE FINELY SHREDED, PREMIUM HARDWOOD BARK MULCH, FREE OF TWIGS, LEAVES OR OTHER DEBRIS. BARK MULCH SHALL NOT CONTAIN ANY WOOD AND SHALL NOT BE ARTIFICIALLY COLORED.
10. LEAF MULCH FOR PERENNIALS SHALL BE COMPOSTED LEAF MATTER, COMPOSTED FOR A PERIOD OF BETWEEN 6 MONTHS AND ONE YEAR. LEAF COMPOST IS NOT ACCEPTABLE.
11. EXCAVATE PARKING LOT ISLANDS AND CURBED PLANTERS TO A DEPTH OF 24" AND BACKFILL WITH TOPSOIL. BERM PLANTERS AND ISLANDS TO A HEIGHT OF 6" ABOVE TOP OF CURB.
12. ALL PLANT BEDS ARE TO BE WELL SHAPED 'SPADE CUT' EDGES, 3" DEPTH, IN LINES OR IN CURVES AS SHOWN ON THE DRAWINGS.
13. TREES, SHRUBS, AND PERENNIALS SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF "FINAL ACCEPTANCE". AT OR NEAR THE END OF THE GUARANTEE PERIOD, THE CONTRACTOR SHALL REQUEST AN INSPECTION OF LANDSCAPE PLANTING. REQUEST MUST BE SUBMITTED TO LANDSCAPE ARCHITECT AT LEAST TEN DAYS PRIOR TO ANTICIPATED INSPECTION. UPON INSPECTION THE LANDSCAPE ARCHITECT SHALL PREPARE A PUNCH LIST OF UNACCEPTABLE ITEMS. THE REPLACEMENT & REPAIR WORK SHOULD BE PERFORMED IN A TIMELY MANNER.
14. SOD, SEED, AND ANNUALS SHALL BE GUARANTEED UP UNTIL "FINAL ACCEPTANCE".

1. A PLASTIC, AUTOMATIC, TIME-ACTIVATED IRRIGATION SYSTEM SHALL BE PROVIDED FOR ALL LANDSCAPE AREAS. SEPARATE ZONES TO BE PROVIDED FOR LAWN AND PLANTED BEDS.
2. PROVIDE ROTARY AND MIST POP-UP SPRAYHEADS AS APPROPRIATE FOR THE PARTICULAR SIZE AND SHAPE OF LAWN AREAS, WITH 60% HEAD TO HEAD SPACING. THERE SHALL BE NO OVER SPRAY ON ROADS OR SIDEWALKS.
3. PROVIDE DRIP IRRIGATION FOR ALL PLANTING BEDS. A DRIP SYSTEM OPERATION INDICATOR SHALL BE PROVIDED FOR EACH ZONE. ALL DRIP LINES SHALL BE DIRECT BURIAL LINES SUCH AS RAINBIRD XFS® OR APPROVED EQUAL.
4. PROVIDE WATER CONNECTION, BACKFLOW PREVENTER AND IRRIGATION CONTROLLER INSIDE THE BUILDING.
5. SIZE BOOSTER PUMP, IF REQUIRED, TO PROVIDE 50 GPM AND 40 PSI AT THE SPRINKLER HEADS.
6. PROVIDE SLEEVING AS NECESSARY AND COORDINATE SLEEVE INSTALLATION WITH THE GENERAL CONTRACTOR TO ELIMINATE FUTURE DAMAGE TO INSTALLED PAVEMENT.
7. ALL IRRIGATION EQUIPMENT SHALL BE PROVIDED BY RAINBIRD, OR APPROVED EQUAL.
8. THE IRRIGATION CONTRACTOR SHALL SUBMIT SHOP DRAWINGS SHOWING THE DESIGN OF THE SYSTEM FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION. THE DRAWING SHOULD INDICATE THE WATER CONNECTION, BACKFLOW PREVENTER, PIPING, INCLUDING SIZES, VALVES, INCLUDING SIZES, HEADS, INCLUDING LOCATIONS, TYPE AND INDICATION OF SPRAY RADIUS DRIP LINES, INCLUDING EMITTERS QUICK COUPLERS, THE AUTOMATIC RAIN SHUTOFF AND THE PROPOSED ELECTRICAL CONNECTION, PROVIDE CATALOGUE CUTS FOR ALL EQUIPMENT.
9. PROVIDE AN AUTOMATIC RAIN SHUTOFF.
10. PROVIDE A QUICK COUPLER IN OR ADJACENT TO EACH VALVE BOX, AND AT INTERVALS ALONG THE MAIN WITHIN 100' OF ALL NEW PLANTS, OR AS INDICATED ON THE PLANS.
11. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR BLOWING OUT THE SYSTEM BY AIR COMPRESSION IN THE FALL FOLLOWING INSTALLATION AND TURNING ON THE SYSTEM IN THE FOLLOWING SPRING.
12. THE ENTIRE IRRIGATION SYSTEM SHALL BE GUARANTEED BY THE CONTRACTOR AS TO MATERIAL AND WORKMANSHIP, INCLUDING SETTLING OR BACKFLOW TO AREAS BELOW GRADE FOR A PERIOD OF ONE YEAR FOLLOWING THE DATE OF FINAL ACCEPTANCE OF THE WORK.

BUFFALO GROVE - DUNDEE

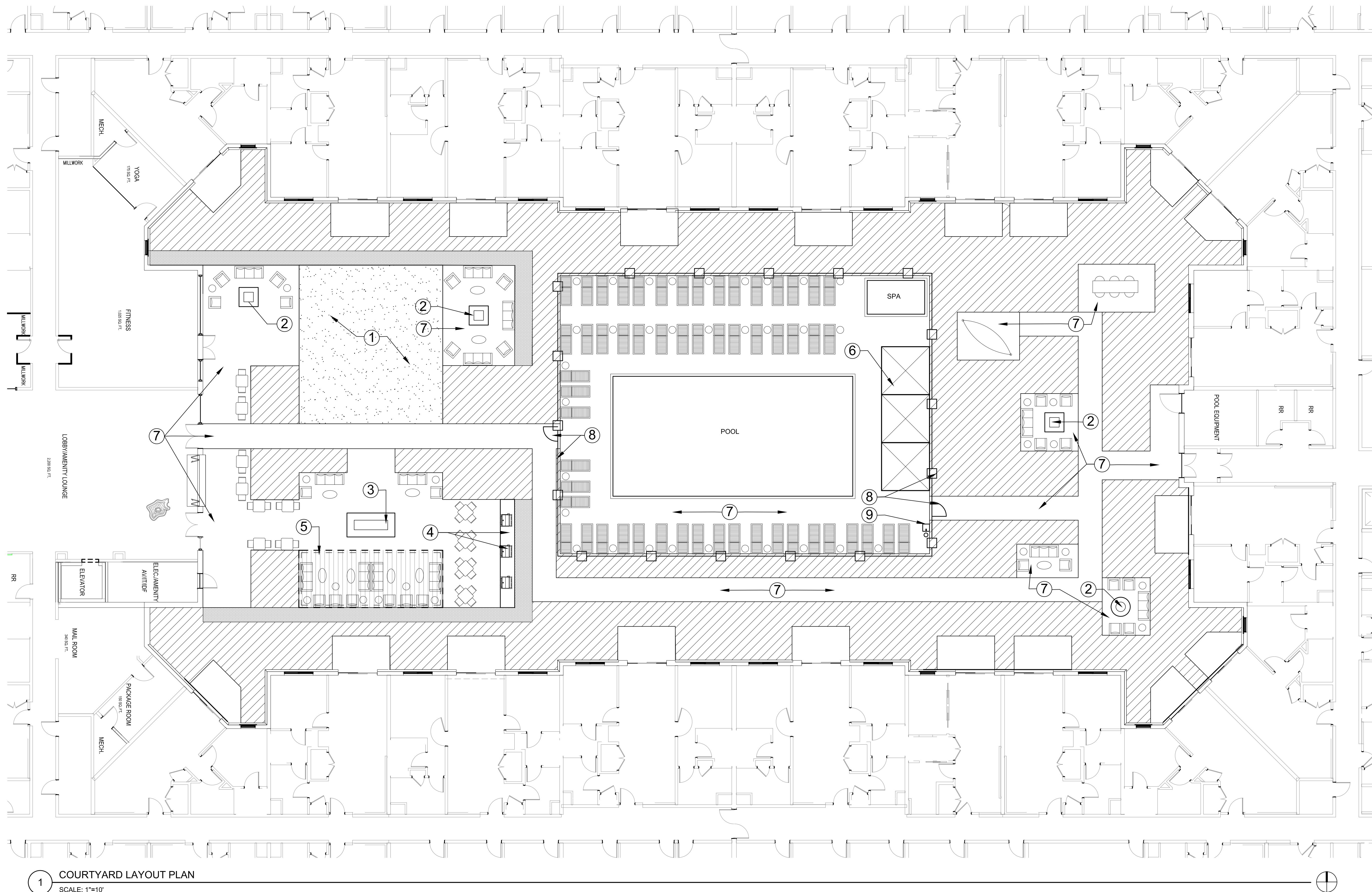
BUFFALO GROVE, IL

[illegible]

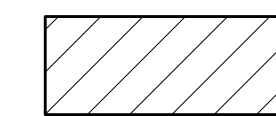
NOT FOR CONSTRUCTION

COURTYARD LAYOUT PLAN

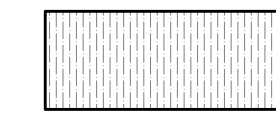
L2-01



PROPOSED LANDSCAPE LEGEND



LANDSCAPE BEDS - SEE L2-02



LANDSCAPE HEDGE - SEE L2-0

PROPOSED SITE AMENITIES LEGEND

1. PREMIUM ARTIFICIAL TURF LAWN WITH STANDARD GRAVEL BASE AND PERIMETER COMPOSITE NAILERS.
2. STOCK, NATURAL GAS FIRE PITS - (3) @ 48" SQUARE & (1) @ 48" ROUND - MANUFACTURER AND MATERIAL T.B.D.
3. CUSTOM NATURAL GAS FIREPLACE WITH STONE CLADDING - 4 SIDED VIEWING - SIZE APPROXIMATELY AS SHOWN (6' X 10'), FINAL SIZE AND HEIGHT T.B.D.
4. GRILL STATION - COLD FORM STEEL FRAMING WITH STONE CLADDING AND GRANITE COUNTERTOP, 34" ADA ACCESSIBLE HEIGHT, 22" x 3' 3".
 - 30" HOLED NATURAL GAS GRILLTOPS WITH TIMERS, QUANTITY OF GRILLS x 3.
 - (2) STAINLESS STEEL, PULL OUT TRASH RECEPTACLES
 - (3) WALL MOUNTED DUAL ELECTRICAL OUTLETS
 - (3) COUNTERTOP MOUNTED NIGHT DOWNLIGHT (BK LIGHTING NITE STAR ON RIGID STEEL MOUNT)
5. PERGOLA (I.E. AZENCO / SOLISYSTEM) - 30' X 12' WITH AUTOMATED LOUVERS AND MANUFACTURER DOWNLIGHTING PACKAGE
6. POOL CABANAS (I.E. MAMAGREEN / AZENCO) - 10' X 10' ALUMINUM / STEEL FRAMED STRUCTURES WITH FABRIC TOP. THE 2 END STRUCTURES TO HAVE SLAT WOOD BACK PANELS, THE CENTER STRUCTURE TO HAVE 2" WOOD BACK PANEL AND (2) SLAT WOOD SIDE PANELS, ROOFS TO HAVE A ENTER BEAM FOR SMALL DOWNLIGHT MOUNTING.
7. ALL PAVING TO BE PRECAST CONCRETE PAVERS (I.E. WAUSAU TILE / UNILOCK) ON 6" COMPACTED GRAVEL BASE AND 1" SAND SETTING BED WITH SAND SWEPT JOINTS, FINAL LAYOUT AND SIZES T.B.D..
8. 4' HT. ORNAMENTAL FENCE AND GATES AT POOL AREA PERIMETER, GATES TO HAVE SELF-CLOSING HINGE SYSTEM AND MAGNA LOCKABLE LATCHES
9. STAINLESS STEEL, ADA ACCESSIBLE DRINKING FOUNTAIN AND DRAIN

4 COURTYARD LAYOUT PLAN

SCALE: 1"=10'

GENERAL NOTES

1. ALL SITE FURNITURE SHOWN IS TO REPRESENT SCALE AND FUNCTION OF SPACES ONLY. FURNITURE SELECTION T.B.D.
2. SITE LIGHTING LAYOUT, OTHER THAN PERGOLAS, GRILL STATION AND CABANAS IS T.B.D. (SEE LEGEND CALLOUTS, THIS SHEET, FOR THOSE ITEMS). DOWNLIGHTING TO BE PROVIDED IN THE UPPER STRUCTURE OF EACH SHADE SHOWN ON SHEET L2-02.
ADDITIONAL SITE LIGHTING FOR PATHS AND SEATING AREAS TO BE 42" HT. LED BOLLARDS WITH CUTOFF SHIELDS TO RESIDENTIAL UNITS.
POOL AREA LIGHTING TO MEET IDPH STANDARDS. FIXTURE TYPE AND LAYOUT T.B.D.
3. POWER POSTS / PEDESTALS WITH DUAL ELECTRICAL OUTLETS AND USB PORTS TO BE PROVIDED AT EACH SEATING AREA. POOL AREA TO HAVE APPROXIMATELY (7) POSTS/PEDESTALS.

BUFFALO GROVE - DUNDEE

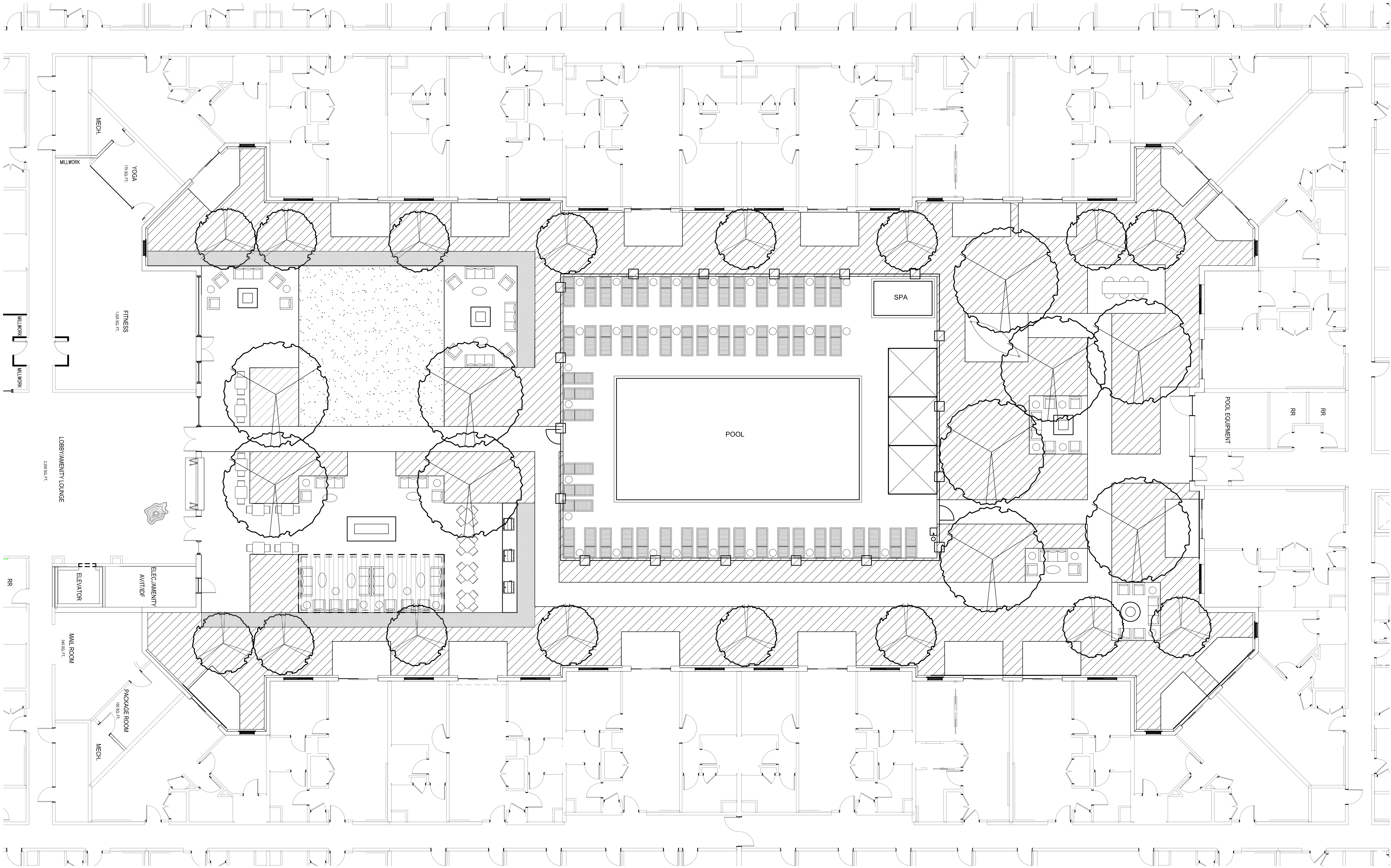
BUFFALO GROVE, IL

[illegible]

NOT FOR CONSTRUCTION

COURTYARD LANDSCAPE PLAN

L2-02



1 COURTYARD LANDSCAPE PLAN
SCALE: 1"=10'

GENERAL NOTES

1. SEE SHEET L1-01 & L1-02 FOR PLANTING DETAILS AND LANDSCAPE GENERAL NOTES.
2. ALL LANDSCAPE AREAS TO BE EXCAVATED DOWN TO 18" DEPTH, REMOVING ALL COMPACTED GRAVEL AND SUBGRADE FROM CONSTRUCTION. FILL EXCAVATED AREAS WITH 18" OF SP-18 PLANTING BACKFILL MIX. EXCAVATE AND REMOVE COMPACTED SUBGRADE AND GRAVEL AT TREE LOCATIONS TO DEPTH OF TREE ROOTBALL AND PER PLANTING DETAIL.
3. PROVIDE A DRIP IRRIGATION SYSTEM IN ALL LANDSCAPE AREAS. SEE SHEET L1-02 FOR IRRIGATION NOTES.

Bison Crossing Residential Development (Lot 3)
(Development Name)

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT D

Engineer's Opinion of Probable Costs

(see following pages)



Engineer's Estimate Of Probable Cost

Property: Lot 3-Multifamily Residential
Buffalo Grove, Illinois

JHA Project #: G850c

Date: 4/3/2025

<u>Item No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Cost</u>
<u>Demolition</u>					
1	Remove Existing Fence	507	LF	\$10.00	\$5,070.00
2	Remove Existing Asphalt Pavement	9,448	SY	\$10.00	\$94,480.00
3	Remove Existing Concrete Pavement	216	SY	\$10.00	\$2,160.00
5	Remove Existing Curb & Gutter	1,494	LF	\$10.00	\$14,940.00
6	Remove Existing Storm Sewer	475	LF	\$10.00	\$4,750.00
7	Remove Existing Storm Sewer Structure	9	EA	\$750.00	\$6,750.00
8	Remove Existing Sanitary Sewer	333	LF	\$15.00	\$4,995.00
9	Remove Existing Sanitary Sewer Structure	1	EA	\$750.00	\$750.00
10	Remove Existing Light Pole	2	EA	\$250.00	\$500.00
11	Remove Existing Electric Service	630	LF	\$5.00	\$3,150.00
12	Remove Existing Trees	1	LS	\$15,000.00	\$15,000.00
Demolition Subtotal =					\$152,545.00
<u>Earthwork & Erosion Control</u>					
1	Topsoil Strip	3,004	CY	\$3.00	\$9,012.00
2	Topsoil Respread	1,600	CY	\$2.00	\$3,200.00
3	Clay Import and Fill	23,159	CY	\$10.00	\$231,590.00
4	Clay Cut and Fill	12,546	CY	\$5.00	\$62,730.00
Earthwork Subtotal =					\$306,532.00
<u>Erosion Control</u>					
1	Inlet Protection	32	EA	\$250.00	\$8,000.00
2	Stabilized Construction Entrance	1	EA	\$2,500.00	\$2,500.00
3	Concrete Washout	1	LS	\$1,000.00	\$1,000.00
4	Permanent Seeding	1	LS	\$2,500.00	\$2,500.00
5	Erosion Control Blanket	5,141	SY	\$2.00	\$10,282.00
6	Street Sweeping	1	LS	\$1,500.00	\$1,500.00
7	Silt Fence	2,019	LF	\$3.00	\$6,057.00
Erosion Control Subtotal =					\$31,839.00



Engineer's Estimate Of Probable Cost

Property: Lot 3-Multifamily Residential
Buffalo Grove, Illinois

JHA Project #: G850c

Date: 4/3/2025

<u>Item No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Cost</u>
Pavement					
Asphalt Pavement					
1	2" HMA Surface Course	897	TON	\$80.00	\$71,760.00
2	2.25" HMA Binder Course	1,009	TON	\$65.00	\$65,585.00
3	8" CA-6 Aggregate	8,006	SY	\$8.00	\$64,048.00
Heavy Duty Asphalt Pavement					
4	2" HMA Surface Course	443	TON	\$80.00	\$35,440.00
5	3" HMA Binder Course	664	TON	\$65.00	\$43,160.00
6	10" CA-6 Aggregate	3,953	SY	\$8.00	\$31,624.00
Heavy Duty Concrete Pavement					
7	8" PCC	175	SY	\$70.00	\$12,250.00
8	4" CA-6 Aggregate	175	SY	\$6.00	\$1,050.00
Concrete Sidewalk					
9	5" PCC	1,001	SY	\$45.00	\$45,045.00
10	4" CA-6 Aggregate	1,001	SY	\$4.00	\$4,004.00
Paver Sidewalk					
11	3-1/8" Concrete Pavers	70	SY	\$30.00	\$2,100.00
12	1" CA-16 Stone Bedding	70	SY	\$2.00	\$140.00
13	6" CA-7 Stone Base	70	SY	\$7.00	\$490.00
Other					
14	B6.12 Curb and Gutter	5,161	LF	\$20.00	\$103,220.00
15	Depressed Curb and Gutter	156	LF	\$20.00	\$3,120.00
16	Pavement Marking Symbols	7	EA	\$100.00	\$700.00
17	Pavement Marking	5,057	LF	\$0.50	\$2,528.50
18	Signage	10	EA	\$150.00	\$1,500.00
Pavement Subtotal =					\$487,764.50
Water Main					
1	6" WM DIP CL52	27	LF	\$50.00	\$1,350.00
2	8" WM DIP CL52	1,297	LF	\$55.00	\$71,335.00
3	Valve Vault	4	EA	\$3,000.00	\$12,000.00
4	Pressure Connection Valve Vault	2	EA	\$5,500.00	\$11,000.00
5	Fire Hydrant, Valve, and Tee	4	EA	\$3,500.00	\$14,000.00
6	Trench Backfill	1,272	LF	\$25.00	\$31,800.00
Water Main Subtotal =					\$141,485.00



Engineer's Estimate Of Probable Cost

Property: Lot 3-Multifamily Residential
Buffalo Grove, Illinois

JHA Project #: G850c

Date: 4/3/2025

<u>Item No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Cost</u>
<u>Storm Sewer</u>					
1	RCP 12"	922	LF	\$45.00	\$41,490.00
2	RCP 15"	187	LF	\$50.00	\$9,350.00
3	RCP 18"	668	LF	\$55.00	\$36,740.00
4	RCP 24"	556	LF	\$60.00	\$33,360.00
5	RCP 30"	242	LF	\$65.00	\$15,730.00
6	Elliptical Pipe 23"x14"	60	LF	\$65.00	\$3,900.00
7	Elliptical Pipe 53"x34"	521	LF	\$200.00	\$104,200.00
8	4" Perforated Underdrain	250	LF	\$20.00	\$5,000.00
9	18" PVC C900	49	LF	\$55.00	\$2,695.00
10	48" Catch Basin	13	EA	\$2,300.00	\$29,900.00
11	48" Manhole	3	EA	\$2,300.00	\$6,900.00
12	60" Catch Basin	2	EA	\$3,200.00	\$6,400.00
13	60" Manhole	1	EA	\$3,200.00	\$3,200.00
14	72" Catch Basin	1	EA	\$3,600.00	\$3,600.00
15	96" Manhole	1	EA	\$4,750.00	\$4,750.00
16	108" Manhole	1	EA	\$5,500.00	\$5,500.00
17	120" Manhole	1	EA	\$6,500.00	\$6,500.00
18	24" Riser Grate	7	EA	\$1,000.00	\$7,000.00
19	24" Inlet	6	EA	\$1,900.00	\$11,400.00
20	FES 60"x38" W/ Grate	1	EA	\$4,000.00	\$4,000.00
21	72" Restrictor Catch Basin	1	EA	\$5,000.00	\$5,000.00
22	Trench Backfill	2,827	LF	\$25.00	\$70,675.00
Storm Sewer Subtotal =					\$417,290.00
<u>Sanitary Sewer</u>					
1	PVC SDR26 6"	123	LF	\$45.00	\$5,535.00
2	PVC SDR26 8"	458	LF	\$60.00	\$27,480.00
3	Sanitary Manhole 48"	3	EA	\$4,000.00	\$12,000.00
4	Sanitary Drop Manhole 48"	1	EA	\$4,500.00	\$4,500.00
5	Sanitary Dog House Manhole 60"	1	EA	\$5,500.00	\$5,500.00
6	Sanitary Dog House Drop Manhole 60"	1	EA	\$6,000.00	\$6,000.00
7	Trench Backfill	581	LF	\$25.00	\$14,525.00
Sanitary Sewer Subtotal =					\$75,540.00
<u>Miscellaneous</u>					
1	Landscaping	1	LS	\$150,000.00	\$150,000.00
2	Site Lighting	15	EA	\$5,000.00	\$75,000.00
3	Underground Stormwater Detention Vault	3.23	AF	\$425,000.00	\$1,372,750.00
Miscellaneous Subtotal =					\$1,597,750.00
Overall Total=					\$3,210,745.50

This statement was prepared using standard cost estimating practices. It is understood and agreed that this is an estimate only, and that the Engineer shall not be liable to the Owner or to a third party for any failure to accurately estimate the cost of the project, or any part thereof. This cost estimate is based on the Site Improvement Plans for Lot 3-Multifamily Residential-Bison Crossing, as prepared by Jacob & Hefner Associates and dated April 3, 2025

Bison Crossing Residential Development

	EOPC	\$	3,210,745.50	
10% construction engineering	\$	321,074.55		per Section 16.20.130B(1)
108%	\$	3,814,366.00		LOC amount per Section 16.20.130B(2)
Cash Deposit	\$	5,000.00		
LOC Amount	\$	3,809,366.00		

Engineering Review Fee \$ 112,377.00 3.5% per Appendix A, Table A-1

Final LOC

Final Cash Deposit



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025

AGENDA ITEM 8.c. O-2025-55

Ordinance Authorizing Execution of A Contract Extension With Morton Salt Inc., for Road Salt

Contacts

Liaison: Trustee Stein

Staff: James Warnstedt

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the purchase of road salt from Morton Salt Inc in an amount not to exceed \$140,484.96

Summary

RECOMMENDATION

Staff requests authorization for the Village Manager to purchase no less than 1,056 tons and no more than 1,584 tons of bulk rock salt from Morton Salt Inc at a price not to exceed \$140,484.96 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and approval by the Village attorney.

BACKGROUND

Lake County led a joint bid for road salt for the 2024-2025 snow season, which included an optional one-year extension. Staff opted to extend the agreement on April 10, 2025 that was awarded to Morton Salt for a minimum of 1,056 tons and maximum of 1,584 tons for the 2025-2026 snow season. The Contract with Morton Salt is expected to incur a 5% increase in price to \$88.69 per ton. Lake County will rebid this contract in early 2026.

Staff will continue to multi-source rock salt in an effort to reduce risk in the event of a supply chain interruption and save money by blending the orders to take advantage of the lower priced contract. The Village is awaiting the results of the State of Illinois joint bid process for road salt and will bring those results before the Village Board for approval when they are received.

Company	Tonnage	Unit Price	Total Cost
Morton (minimum)	1056	\$88.69	\$93,656.64
Morton (maximum)	1584	\$88.69	\$140,484.96

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. DRAFT Ordinance - Rock Salt LC 2025-2026





ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT EXTENSION WITH MORTON SALT INC., FOR ROAD SALT

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

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

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

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

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

SECTION 2. The Village Manager is authorized to purchase no more than 1,584 tons of road salt from Morton Salt Inc at a price not to exceed \$140,484.96 in accordance with the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) pending review and approval by the Village attorney.

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

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

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025

AGENDA ITEM 8.d.

Proclamation Recognizing Friday, April 25, 2025, as Arbor Day

Contacts

Liaison: President Smith

Staff: James Warnstedt

Staff Recommendation

Staff recommends proclamation.

Recommended Motion

Staff recommends approval.

Summary

Designates Friday, April 25, 2025 Arbor Day in Buffalo Grove. This Proclamation is one of four criteria to qualify for the Tree City U.S.A. Award.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Principle 6: Engages Our Residents

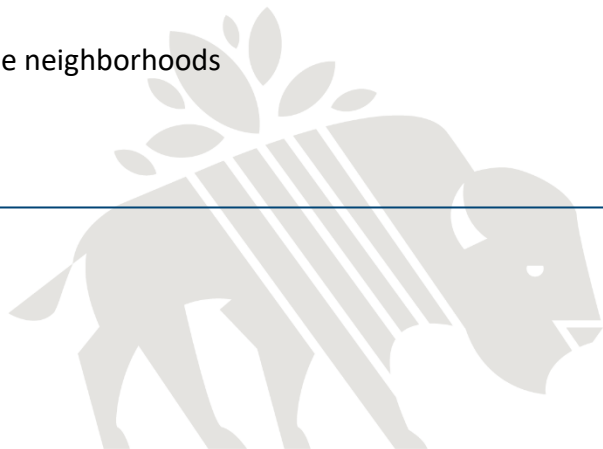
Principle 7: Builds Our Community

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Arbor Day Proclamation 2025





PROCLAMATION

PROCLAMATION RECOGNIZING FRIDAY, APRIL 25, 2025, AS ARBOR DAY

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

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

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

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

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

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

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

NOW THEREFORE, I, Eric Smith, Village President of the Village of Buffalo Grove, do hereby proclaim Friday, April 25th, 2025, Arbor Day in the Village of Buffalo Grove, and call upon citizens and civic organizations to support efforts to protect our trees and woodlands and to support our Village Urban Forestry Program.

Proclaimed this 21st of April 2025.

Eric N. Smith
Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025

AGENDA ITEM 8.e. O-2025-56

Ordinance Approving an Amendment to a Special Use for a Child Care Center at 1390 Busch Parkway

Contacts

Liaison: Trustee Weidenfeld

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance approving an amendment for a Special Use for a Child Home Center at 1390 Busch Parkway.

Summary

See attached memorandum.

Strategic Alignment

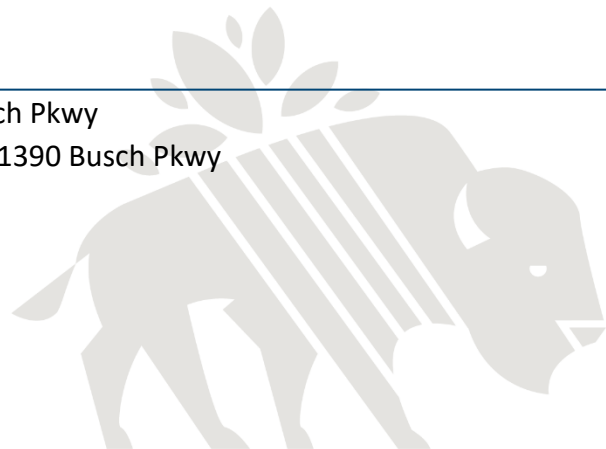
Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

File Attachments

1. Memo - Intellectum Special Use - 1390 Busch Pkwy
2. Draft Ordinance - Intellectum Special Use - 1390 Busch Pkwy



DATE: April 21, 2025

TO: Village Manager, Dane Bragg

FROM: Nicole Woods, Community Development Director
Andrew Binder, Associate Planner

SUBJECT: 1390 Busch Pkwy - Amendment to Special Use for Child Care Center in Industrial District - Business Name Change

RECOMMENDATION

Staff recommends that the Village Board approve an Amendment to Ordinance No. 2025-25 granting a Special Use for a Child Care Center in the Industrial District at 1390 Busch Parkway, subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

At the Village Board Meeting on February 18, 2025, a Special Use was granted to International Mental School, LLC for a Child Care Center located at 1390 Busch Parkway. Recently, the business owner changed the name of the business name to Intellectum, LLC, requiring an



Figure 1: Subject Tenant Space

amendment to the existing ordinance. There is no other change to the proposal or business operations. Below is a summary of the key findings from the previous approval, which are still intact:

- The tenant space (2,556 sf) is within the Corporate Grove multi-tenant building.
- The proposed use will provide after-school tutoring for children aged 5 to 10.
- The number of parking space exceeds the requirement and the petitioner proposes that all students get dropped off/picked up at the door.
- The PZC unanimously recommended approval to allow a Special Use for a Child Care Center, subject to certain conditions that are still applicable, understood and accepted by the business owner.



ORDINANCE 2025-xxx

AN ORDINANCE APPROVING AN AMENDMENT TO
ORDINANCE NO. 2025-25 FOR A SPECIAL USE FOR A
CHILD CARE CENTER AT 1390 BUSCH PARKWAY
INTELLECTUM, LLC

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

WHEREAS 1390 Busch Parkway, Buffalo Grove, IL ("Property") is located in a multi-tenant building at 1300-1398 Busch Parkway in the I Industrial District and is hereinafter legally described in Exhibit A; and,

WHEREAS, Van Vlissingen and Company is the owner of the Property; and,

WHEREAS, on February 18, 2025, the Village Board approved Ordinance No. 2025-025 granting a Special Use to allow a Child Care Center in the Industrial District (I) to International Mental School, LLC; and,

WHEREAS, International Mental School, LLC has changed the name of the limited liability company to Intellectum, LLC ("Petitioner"); and,

WHEREAS, the conditions of approval in Ordinance No. 2025-25 note that the Special Use does not run with the land and any change in ownership requires approval by the Corporate Authorities; and,

WHEREAS, the petitioner is not proposing any other changes to the business operations from what was previously approved; and,

WHEREAS the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested amendment to the Ordinance No. 2025-25 to assign the Special Use for a Child Care Center to Intellectum, LLC is reasonable and will serve the best interests of the Village; and

WHEREAS, the proposed Special Use shall operate in accordance with and pursuant to all exhibits included in Ordinance No. 2025-25.

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

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

SECTION 2. The Corporate Authorities hereby amend Ordinance No 2025-025 granting a Special Use to allow a Child Care Center in the Industrial District (I) at 1390 Busch Parkway, Buffalo Grove, IL, subject to the following conditions:

1. The Special Use is granted to Intellectum, LLC to operate a Child Care Center at 1390 Busch Parkway, which shall not run with the land.
2. The Special Use granted to the Intellectum, LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

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

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

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

EXHIBIT A

Legal Description
INTELLCTUM, LLC
1390 BUSCH PARKWAY

SUBJECT PROPERTY COMMON ADDRESS: 1390 Busch Parkway

LEGAL DESCRIPTION:

LOTS 83 TO 87 IN THE CORPORATE GROVE, BEING A SUBDIVISION OF PORTIONS OF SECTIONS 26 AND 27, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 22, 1984 AS DOCUMENT 2305059, IN LAKE COUNTY, ILLINOIS.

PARCEL INDEX NUMBERS: 15-27-403-009

DRAFT



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025

AGENDA ITEM 8.f. R-2025-14

Resolution Approving Reallocating the 2025 Volume Cap

Contacts

Liaison: Trustee Weidenfeld

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a resolution reallocating the 2025 Volume Cap.

Summary

Background

The Village is the host of the Private Activity Bond Clearinghouse for Lake County. This is the annual Resolution that transfers the Village's Volume Cap to the Clearinghouse.

Strategic Alignment

Guiding Principle

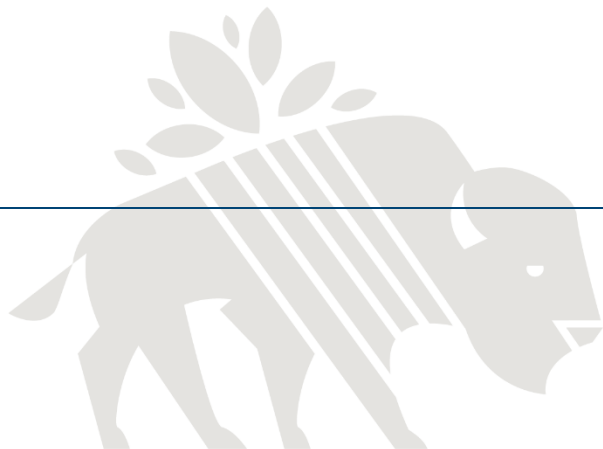
Principle 3: Plan and Invest in the Future

Principle 5: Partnership with Local Districts

Goal

File Attachments

1. Buffalo Grove 2025 Volume Cap Letter
2. Resolution



January 17, 2025

Mr. Dane Bragg, Village Manager
Village of Buffalo Grove
Sent via email to: DBragg@vbg.org

Dear Mr. Bragg:

I am writing to request your municipality's participation in Lake County's Private Activity Bond Clearinghouse (PABC) in 2025. Each year, Lake County Partners contacts the home rule communities in Lake County to request a pooling together of the volume cap to ensure the best use of our collective private activity bond allocation. The PABC cap for each year is transferred to the Village of Buffalo Grove, the Pool's host home rule community. *If your municipality is interested in participating, your governing body must approve a resolution and submit it to the Governor's Office before Friday, May 9, 2025. A sample resolution is attached for your use.*

Since its inception, the Lake County PABC has funded nearly \$200,000,000 in local projects, which has resulted in the construction of over 360,000 sq. ft. of new manufacturing space, the creation of 648 new manufacturing jobs, the renovation of 1,600 multi-family dwelling units, the purchase of an estimated 251 homes by first-time homebuyers, the expansion of a Montessori School, and the construction of a new solid waste disposal cell.

Please click on the following link to review the: "State of Illinois' Guidelines and Procedures for the Allocation of Private Activity Bonding Authority in Accordance with the Tax Reform Act of 1986 and 30 ILCS 345". Per page 5 of this document, this year's per capita amount is \$130.00, and the population data estimates outlined within these guidelines are based on Census information. **The population estimate for Village of Buffalo Grove is 42,482, bringing your municipality's 2025 allocation to \$5,522,660.00.**

Your municipality's approval of a resolution to transfer its volume cap to the Village of Buffalo Grove will preserve the volume cap in Lake County for a three-year period for the important reasons outlined above. **Lake County Partners therefore requests that you place a resolution similar to the attached example on your Board's schedule for approval and forward the approved resolution to the attention of the Governor's Office as soon as possible in the manner outlined within page 3 of the above hyperlinked Guidelines and Procedures document; please note that all reporting submissions are to be submitted in both hard copy and electronic format.**

Please copy me at bprusila@lakecountypartners.com on your Board's actions and subsequent notification to the Governor's Office, or notify me if your community chooses not to participate in this year's pool so that we may more effectively manage the process next year. If you have any specific questions or concerns, please feel free to get in touch directly at 847-597-1230.

We appreciate your support and look forward to working with you.

Sincerely,



Barbara C. Prusila
Marketing & Communications Director



RESOLUTION 2025-xx

A RESOLUTION REALLOCATING 2025 VOLUME CAP TO THE VILLAGE OF BUFFALO GROVE, ILLINOIS.

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

WHEREAS, certain tax-exempt private activity bonds may be issued only if sufficient volume cap pursuant to Section 146 of the Internal Revenue Code of 1986, as amended (the “Code”), is available for the bonds; and

WHEREAS, pursuant to the Code, the Municipality has been allocated volume cap equal to \$130.00 per resident of the Municipality in calendar year 2025, or \$5,522,660.00 for the issuance of such tax-exempt private activity bonds; and

WHEREAS, pursuant to Section 6 and Section 6.1 of the Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1 et seq. (the “Bond Allocation Act”), and the Guidelines and Procedures promulgated thereunder, the Municipality may, prior to May 9, 2025, reallocate to other home rule units of government the volume cap allocated to the Municipality by the Code for their issuance of such tax exempt private activity bonds or for subsequent transfer or reallocation; and

WHEREAS, the Municipality has not used any of its 2025 volume cap and has no present intention to use the same; and

WHEREAS, the Lake County Partnership for Economic Development, Inc. has offered Lake County home rule communities the opportunity to participate in a program to combine their respective volume cap allocations and create a Private Activity Bond Clearinghouse Pool (the “Pool”) to facilitate the issuance of tax-exempt private activity bonds to finance manufacturing and multi-family housing commercial projects in Lake County, Illinois, for economic development purposes (“Eligible Projects”); and

WHEREAS, the Village of Buffalo Grove, a home rule unit of government (“Buffalo Grove”), pursuant to its Resolution No. 2001-51 adopted December 17, 2001, agreed to host the Pool and to reserve its own volume cap, and accept volume cap reallocated to Buffalo Grove by other home rule units of government, for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects; and

WHEREAS, Buffalo Grove has requested that the Municipality reallocate all of its 2025 volume cap to Buffalo Grove to be used for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects;

NOW, THEREFORE, BE IT RESOLVED BY LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: RECITALS. The foregoing recitals are incorporated in and made a part of this Resolution by this reference as findings of the Village of Buffalo Grove

SECTION 2: TRANSFER AND REALLOCATION OF 2025 VOLUME CAP.

Pursuant to Section 6 and Section 6.1 of the Bond Allocation Act and the Guidelines and Procedures promulgated thereunder, the Municipality irrevocably agrees to, and does hereby, transfer and reallocate all of its 2025 volume cap to Buffalo Grove to be used for the issuance of tax-exempt private activity bonds placed through the Pool to finance Eligible Projects as directed by the Advisory Committee created pursuant to Buffalo Grove Resolution No. 2001-51.

SECTION 3: AGREEMENT. This Resolution shall constitute the agreement of the Municipality to a different allocation under Section 146(e) (3) of the Code and the writing required under Section 6 of the Bond Allocation Act.

SECTION 4: WARRANTY. The Municipality covenants and warrants that it has taken no action or issued bonds that would abrogate, diminish, or impair its ability to fulfill the written agreement, covenants, and undertakings on its part under this Resolution.

SECTION 5: AUTHORIZATION. As required by the Bond Allocation Act and the Guidelines and Procedures promulgated thereunder, a certified copy of this Resolution shall be transmitted to the Office of the Governor of the State of Illinois. Any and all appropriate and proper officers, officials, agents, and employees of the Municipality are hereby authorized, empowered, and directed to take all necessary and advisable actions, and to execute all such documents and certificates, as may be necessary to further the purposes and intent of this Resolution.

SECTION 6: MAINTAIN RECORD. The Municipality shall maintain a written record of this Resolution in its records for so long as the bonds to which the volume cap transferred by this Resolution is reallocated remain outstanding.

SECTION 7: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as required by law and is enacted by the Municipality pursuant to its powers under the laws of the State of Illinois and the Illinois Constitution of 1970 and its home rule powers.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025

AGENDA ITEM 8.g. O-2025-57

Ordinance Authorizing the Disposal of Surplus Village Personal Property

Contacts

Liaison: Trustee Bocek

Staff: Chris Black

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an Ordinance authorizing the disposal of surplus property.

Summary

Ordinance Authorizing the Disposal of Surplus Property

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. BOT 4.21.25_Ord Authorizing the Disposal of Surplus Property
2. BOT 04.21.25_Surplus List



ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS VILLAGE PERSONAL PROPERTY

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

WHEREAS the personal property is part of the Village's Fixed Asset Inventory Control System and procedurally must be deleted through Ordinance adopted by the Corporate Authorities; and

WHEREAS the property described will be disposed of through trade-in, sale or outright disposal, whatever appropriate.

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1. Pursuant to our Home Rule powers, the President and Board of Trustees of the Village of Buffalo Grove find that the listed items of person property now owned by the Village of Buffalo Grove are no longer necessary or useful to the Village of Buffalo Grove and the best interests of the Village will be served by disposal.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval. This ordinance shall not be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

Village of Buffalo Grove 2025 Fixed Asset Disposals

Asset	Number	Serial Number	Date Acquired	Depreciation Year	Cost Basis
Police					
68 Motorola Radios and Related Equipment	PD Radios	Multiple	3/1/2013	2014	\$ 288,036.00

-



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025

AGENDA ITEM 9.a. O-2025-58

Ordinance Authorizing an Engineering Services Agreement with Patrick Engineering Inc.

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the execution of an Engineering Services Agreement with Patrick Engineering Inc. for Quiet Zone engineering services.

Summary

Staff Recommendation

Staff recommends approval of the Engineering Services Contract for Patrick Engineering Inc. at an amount not to exceed \$219,000.00, subject to review and approval by Village Attorney.

Background

In 2007, the Village of Buffalo Grove, in cooperation with the County of Lake and the communities of Antioch, Lake Villa, Round Lake Beach, Grayslake, Libertyville, Mundelein, Vernon Hills and Wheeling, entered into an Intergovernmental Agreement (IGA) to create the Canadian National Railroad Corridor Quiet Zone, a Federal Railroad Administration (FRA) designated zone precluding the use of train whistles/horns at railroad grade crossings along the corridor in Lake County. The Quiet Zone must be recertified periodically (usually every three years) and in 2012 and 2018 the member agencies successfully recertified the Quiet Zone. In accordance with the original terms of the agreement, the Village of Buffalo Grove serves as the zone administrator.

In 2023, the Quiet Zone was recertified after significant improvements were required at many of the intersections along the corridor. Following those efforts the communities met to discuss the future of the Quiet Zone and agreed to utilize an engineering consultant to do much of the "day to day" efforts for maintaining the Quiet Zone while also taking a more proactive approach to certification. After a review of many engineering consultants, staff decided to move forward with Patrick Engineering due to their expertise in Quiet Zones and other

affiliations with the railroad.

Work on this contract will be spread over two years, as we work toward recertification on August 31st, 2026. The Village will hold the contract with Patrick Engineering as administrator of the Quiet Zone. However, we will then bill it equally across all ten entities periodically, making the Village's share approximately \$21,900.00. The original IGA is from 2007, which now must be updated to align with this new consultant contract, current FRA standards and the recertification process. As discussed with all members of the Quiet Zone, Patrick Engineering will be responsible for much of the coordination between the organizations, lowering the burden of the Quiet Zone administrator. Their first activity will be to update the IGA and help shuttle that to all the agency Boards for approval.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. DRAFT Ordinance Patrick QZ
2. Professional Service Contract - Patrick QZ





ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH PATRICK ENGINEERING, INC. FOR QUIET ZONE ENGINEERING

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

WHEREAS the Village seeks to enter into an Engineering Services Agreement with Patrick Engineering, Inc. for Quiet Zone engineering,

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

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

SECTION 2. The Village Manager is authorized to enter into an Engineering Services Agreement with Patrick Engineering, Inc. for Quiet Zone engineering at a total price not to exceed \$219,000.00, subject to review by the Village Attorney.

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

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

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

**VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
ENGINEERING SERVICES**

THIS AGREEMENT is dated as of the 21st day of April 2025 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

Patrick Engineering Inc.
55 East Monroe
Suite 3450
Chicago, IL 60603
Attn: Timothy O'Connor
Phone: 630-335-6698
Email: timothy.oconnor@rina.org

B. Project Description. The Firm shall provide Engineering Services for the Village of Buffalo Grove as detailed in the attached Scope of Service Exhibit A.

C. Representations of Firm. The Firm has submitted to the Village a description of the services to be provided by the Firm, a copy of which is attached as Exhibit A to this Agreement ("Services"). The Firm represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional services set forth in Exhibit A.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Firm.** The Village retains the Firm to perform, and the Firm agrees to perform, the Services.
- B. **Services.** The Firm shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Firm shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Firm shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Firm shall regularly report to the Village Manager ("Manager"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit B, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Firm shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Firm for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition To Agreement Amount.** If the Firm wishes to make a claim for additional compensation as a result of action taken by the Village, the Firm shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Firm, the Firm shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

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

F. **Escalation**

Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual agreement period or Term. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. In any case the price revisions for any Term shall not exceed the most recent 12 month Consumers Price Index (CPI-All Urban Consumers, Chicago) or 2% whichever is less.

The Village reserves the right to reject a proposed price increase and terminate the Agreement.

For any year beyond the initial year, this Agreement is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

SECTION 4. PERSONNEL, SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Firm. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.
- B. **Availability of Personnel.** The Firm shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Firm 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 Firm shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Firm shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village Manager in writing. All subcontractors and subcontracts used by the Firm shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Firm of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Firm. For purposes of this Agreement, the term "Firm" shall be deemed also to refer to all subcontractors of the Firm, 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 Firm shall immediately upon notice from the Village Manager remove and replace such personnel or subcontractor. The Firm shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

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

SECTION 6. WARRANTY AND INSURANCE

- A. **Warranty of Services.** The Firm warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance, the warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.
- D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Firm, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, the Firm shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees in any such action, the Firm shall, at its own expense, satisfy and discharge the same. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.
- E. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

- A. **Relationship of the Parties.** The Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Firm; or (ii) to create any relationship between the Village and any subcontractor of the Firm.
- B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.
- C. **No Collusion.** The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Firm. In the event that this Agreement is so terminated, the Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.
- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 24 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** If the Firm has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Firm's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Firm.** The Village may require the Firm, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Firm and the Services into compliance with this Agreement.
2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Firm, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Firm or as a result of actions taken by the Village in response to any Event of Default by the Firm.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Firm or with any vendor solicited or recommended by the Firm.
- J. **Village Manager Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Firm to vendors shall be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Firm, purportedly on behalf of the Village, without the knowledge of and express approval by the Village Manager.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Firm in the performance of the Services, including meeting with the Firm and providing the Firm with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Firm's performance of the Services. The Firm agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Firms engaged by the Village.
- L. **News Releases.** The Firm shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Firm in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Firm shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.
- N. **Favorable Terms**

Firm represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by Firm to Illinois Home Rule Municipalities

Should Firm enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Firm shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Firm shall amend this Agreement to contain the more favorable terms and conditions.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Firm 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 and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Firm in rendering the Services.

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

Village of Buffalo Grove ("Village")
50 Raupp Blvd.
Buffalo Grove, IL 60089
Attn: Dane Bragg
Email: dbragg@vbg.org
cc: kjohnson@vbg.org

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

Patrick Engineering Inc.
55 East Monroe
Suite 3450
Chicago, IL 60603
Attn: Timothy O'Connor
Phone: 630-335-6698
Email: timothy.oconnor@rina.org

SECTION 8. GENERAL PROVISIONS (cont.)

- E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Firm shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Firm with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- M. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- N. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont.)

- O. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm. The Firm agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Firm's actual or alleged violation of FOIA or the Firm's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Firm request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Firm agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.
- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

**Exhibit A.
("Services")**

Attach RFQu Response documents



April 11, 2025

Mr. Kyle Johnson
Village of Buffalo Grove

Subject: Proposal to Provide Professional Engineering Services to Buffalo Grove, for Lake County Quiet Zone Administration

Reference: RINA Proposal Number 24PTRTM0026

Dear Mr. Johnson:

RINA is pleased to present this proposal to the Village of Buffalo Grove (Village) to provide Engineering Services relating to the Study, Administration and 2027 recertification of the current Quiet Zone between MP 27.37 and MP 56.04 on the Wisconsin Central (WC) Waukesha Subdivision in Lake County, Illinois.

In 2022, Patrick Engineering Inc. was acquired by RINA Consulting S.p.A, the subsidiary of the RINA Group operating in multiple engineering sectors worldwide with thousands of RINA employees around the globe. For the first 18 months, Patrick Engineering Inc. continued to do business under its historic name, but starting in July 2024, Patrick Engineering Inc. is now doing business under the brand name and logo of "RINA". This is the name you will see on marketing and operations materials going forward. However, our legal entity remains "Patrick Engineering Inc." (Patrick) and official legal and financial documents will be signed under that name (including this proposal) until the name change is legally formalized in due course.

Patrick understands that the Village is the administrator of the Lake County Corridor Quiet Zone. This proposal was requested by the Village in reaction to the recertification process ending in 2024. The Village is looking for assistance and recommendations on the management and improvements of the existing quiet zone leading up to the next recertification process in two (2) years. As part of this proposal, Patrick will perform the investigation and analysis of the existing conditions, reviewing any changes to the Quiet Zone over the next two (2) years to recertify the current Quiet Zone to meet the requirements in Title 49 Code of Federal Regulation (CFR) Part 222 and then to recertify the existing quiet zone in 2027.

Patrick proposes the following scope of services, budget, and schedule to meet the requirements of Title 49 CFR 222 and recertify the current Quiet Zone between MP 27.37 and MP 56.04 along the WC Waukesha Subdivision.

SCOPE OF SERVICES

The following tasks will be performed by Patrick Engineering Inc. (Patrick):

Quiet Zone Study

Task 1: Meetings and Coordination

1. Patrick will meet with the Village and/or Corridor Task Force in person for up to two (2) meetings to discuss scope and findings of the Corridor Study.



Task 2: Corridor Review

1. Patrick recommends complete inspection of the corridor to identify the existing conditions. Patrick will complete one (1) onsite review of the sixty (60) public, private and pedestrian crossings in the corridor to confirm all existing conditions and update all the Grade Crossing Inventory Forms as needed.
2. Patrick will use the field data to create a crossing matrix used to track the conditions of each crossing to be modified throughout the project duration as conditions change.
3. FRA requires traffic counts to be kept current for each certification. An updated traffic count will be completed for all thirty-six (36) public crossings as part of this task by a Patrick Subconsultant. We would like to have a subconsultant collect all data for consistency and accuracy. Patrick will use that data to update the traffic data fields on the Grade Crossing Inventory Forms. The updated inventory forms will be submitted to the FRA to maintain up-to-date records for each crossing.

Task 3: Risk Analysis

1. Patrick will complete one (1) Quiet Zone calculator scenario of the existing conditions, updated traffic count, and accident reports to confirm the corridor meeting the FRA standards after the latest improvements and recertification.
2. It is assumed that the corridor will meet the FRA requirements since it was just recertified in 2024. However, it is a possibility that increases in traffic volumes and/or recent accidents may have contributed to an increased risk of the Quiet Zone Corridor. If Patrick determines that the risk is no longer in compliance with the FRA requirements for obtaining Quiet Zone Status, Patrick will complete additional scenarios for reducing risk along the WC Waukesha Subdivision from Wheeling to Antioch to determine the preferred scenario for FRA recertification.
3. Even if the Quiet Zone does meet the FRA requirements, Patrick will provide the Village with crossings that provide the highest level of risk and provide new calculations showing potential improvements.
4. Patrick will summarize findings in a matrix and review the findings with the Village and/or the Task Force Agencies.

Task 4: Recommendation Memorandum

1. Patrick will develop a memorandum for the Village providing a summary of the existing conditions, tabulated maintenance items needed for coordination with the governing municipality, and potential improvements with order of magnitude cost estimates that can be considered throughout the corridor to maintain the appropriate risk index or to lower the risk to mitigate safety concerns and recertification issues in the future.

Quiet Zone Administration

Task 1: Meetings and Coordination



1. Over the next two (2) years, Patrick will maintain coordination with the Village and Corridor Task Force Communities to maintain an up-to-date quiet zone crossing database.
2. Patrick will meet with the Village and/or Corridor Task Force in person for up to three (3) meetings to discuss corridor improvements and updates over the next three years.
3. Patrick will meet with the Village and/or Corridor Task Force via teleconference for a quarterly check-in meeting.
4. Patrick will meet individually with municipalities via teleconference to discuss improvements and potential Quiet Zone Impacts when projects and modifications are being planned or discussed.
5. As part of this task, Patrick will work with all the communities to update the existing IGA.

Task 2: Corridor Review

1. Patrick recommends completion of an annual inspection of the corridor to identify the existing conditions. Patrick will complete one (1) onsite annual review of the sixty (60) public, private and pedestrian crossings in the corridor to confirm each crossing is meeting the quiet zone requirements.
2. Patrick will inform the municipalities of any maintenance required at the crossings and provide any engineering assistance they require to return the crossing to standard.

Task 3: Improvement Review

1. Patrick will assist the municipalities by reviewing any improvement plans at crossings in the corridor to determine the planned improvements' impact on the quiet zone corridor's risk index.
2. Patrick will perform a risk analysis of the modified crossing for the existing and proposed conditions.
3. Patrick will perform a site inspection after the proposed improvements are implemented to confirm the constructed improvements meet the planned safety requirements.
4. Patrick will update the Crossing Inventory of the improved crossing and update the corridor risk index to incorporate the new improvements.

Task 4: Incident and Traffic Analysis

1. Patrick understands that over the next two (2) years, incidents may occur at crossings in the corridor at any time. An incident at a crossing can increase the risk at the crossing and may raise the risk index above the Quiet Zone Threshold. Patrick assumes the Villages will provide incident reports at each crossing over the last five (5) years.
2. Patrick will perform quarterly reviews and analysis of new incidents and determine the impact the reported incident has on the risk index of the quiet zone.
3. Patrick assumes that the traffic counts performed at the beginning of the project will be sufficient for the risk analysis throughout the two (2) year project. However, if the Village anticipates a significant change in traffic patterns due to crossing improvements such as grade separations drawing traffic from adjacent crossings or development projects increasing traffic in the area, Patrick will work with the municipality to adjust the risk index of the crossings in question.



4. As part of this task, Patrick will assist the Village and the other communities in submitting the Speed Study Waiver due in March 2027 for the September Extension. Patrick anticipates that the County has or will perform the majority of the traffic studies and application, but will need incident data and other information from the communities to complete the application.

Quiet Zone Recertification 2026

Task 1: Meetings and Coordination

1. Patrick will meet with the Village and/or Corridor Task Force via teleconference to provide a schedule and scope for the recertification process.

Task 2: Corridor Review

1. Within the limits of the existing quiet zone, there are sixty (60) public, private and pedestrian crossings along the corridor. This task shall be to inventory, describe, and map the locations of these crossings again in preparation for the FRA Recertification Package. The description of each crossing shall include, but is not limited to, the street name, USDOT crossing ID number, the type of rail service in operation (passenger, freight), physical configuration, current frequency of trains, current warning system and devices in use (gates, flashing lights, bells, constant warning time circuitry, etc.), a photo log, identification of any planned improvements to the at-grade crossing, and the agency or agencies responsible for the maintenance and operation of the roadway and/or the crossing. The data collected as part of this task shall be compared against existing information contained in the FRA Grade Crossing database and any discrepancies shall be identified and reconciled with the operating railroad.
2. Patrick will use the field data to update the Grade Crossing Inventory Forms for the sixty (60) public, private and pedestrian crossings in the corridor.
3. Patrick will use the field data to update a crossing matrix. This matrix will be used to document the existing conditions and note where past improvements were made to qualify the quiet zone. This matrix will be helpful to identify any improvements made since the last affirmation.
4. The updated inventory forms will be submitted as part of the recertification package.

Task 3: Risk Analysis

1. Patrick will complete one (1) Quiet Zone calculator scenario of the risk that the corridor is qualifying for when including the recent improvements. This corridor risk assessment will be performed after the field inspection and will include any recent roadway improvements constructed for any of the crossings in the corridor.
2. It is assumed that the corridor will be approved based on the continuous review of the quiet zone keeping the information and risk analysis up to date. However, it is a possibility that increases in traffic volumes and/or recent accidents may have contributed to an increased risk of the Quiet Zone Corridor. If Patrick determines that the risk is no longer in compliance with the FRA requirements for obtaining Quiet Zone Status, Patrick will complete up to three (3) additional



scenarios for reducing risk along the Wheeling to Antioch Corridor to determine the preferred scenario for FRA recertification.

3. Patrick will summarize findings in a matrix and review the findings with the Village and/or the Task Force Agencies.

Task 4: FRA Recertification Package

1. Patrick will develop and submit a draft package for review. This package includes a cover letter; affirmation that the crossing continues to conform to the requirements of Appendix A of Title 49 CFR 222; and up-to-date, accurate and complete Grade Crossing Inventory forms for the sixty (60) public, private and pedestrian crossings in the corridor.
2. With approval from the Task Force, Patrick will submit the recertification packages to the Task Force Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor. These packages will be sent via certified mail, return receipt requested per the FRA's requirements.

Task 5: FRA Documentation

1. If needed, Patrick will develop an Alternative Supplemental Safety Measure Application for submittal to the Task Force Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor.
2. Patrick will develop one Amended Notice of Recertification for submittal to the Task Force Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor.

Project Management

1. Patrick will manage the schedule, deliverables, and financial aspects of the project.
2. Patrick will complete quality control and quality assurance on all deliverables.

Assumptions

Patrick assumes the following services are not included as part of the project Scope of Services listed above; however, these services can be provided as an additional service or under separate contract:

1. Task Force Agencies will provide updated accident reports for public crossings in the corridor.
2. Task Force Agencies will communicate any planned improvements in the quiet zone.
3. Diagnostic meetings are not required as part of the recertification process.
4. Participating in public involvement, council presentations and public hearings is not anticipated.
5. Recommended roadway and median improvements will not be designed under this contract.
6. A topographic survey will not be needed as part of the recertification process.

Preliminary Schedule



Upon Notice to Proceed (NTP), Patrick will be able to meet with the Village within one week to kick-off the project. The first task will be to complete the updating of the IGA between the communities. The Quiet Zone Study portion of the scope will be planned to start in the fall once traffic counts are able to be obtained (during active school season). Patrick will plan site visits around that time. Patrick anticipates the draft memorandum to be provided to the Village by December 2025. Patrick will be able to assist the Quiet Zone Administration Tasks immediately after the kickoff meeting. The Quiet Zone recertification will begin in the summer of 2026 with anticipation of the final FRA package to be sent by the Village in August 2026 to meet the three (3) year recertification schedule.

It should be noted that some FRA requirements may require six months or more for processing crossing improvement data before issuing approval to proceed with the implementation plan for a quiet zone.

Budget

We propose to complete scope described on a Time and Materials with a not-to-exceed fee as follows:

Task Description	Cost Per Task
Quiet Zone Study	\$65,700
Task 1: Meetings and Coordination	\$1,600
Task 2: Corridor Review	\$49,300
Task 3: Risk Analysis	\$5,000
Task 4: Recommendation Memorandum	\$9,800
Quiet Zone Administration	\$67,300
Task 1: Meetings and Coordination	\$22,300
Task 2: Corridor Review	\$13,300
Task 3: Improvement Review	\$8,800
Task 4: Incident and Traffic Analysis	\$22,900
Quiet Zone Recertification 2027	\$32,200
Task 1: Meetings and Coordination	\$1,600
Task 2: Corridor Review	\$13,300
Task 3: Risk Analysis	\$5,000
Task 4: FRA Recertification Package	\$8,200
Task 5: FRA Documentation	\$4,100
Project Management	\$10,000
Contingency – 25%	\$43,800
Total	\$219,000

Additional scope not identified in this proposal but requested by the Village on behalf of the Task Force Agencies will be addressed in a written notification to the Village prior to any expenditure of effort. This will be in accordance with the attached Schedule of Fees and Services. Any changes will not be executed without prior written authorization from the Village.

Village of Buffalo Grove, Lake County Quiet Zone
 24PTRTM0026
 April 11, 2025

Page 7 of 7



This proposal may only be modified in writing. If the proposal satisfactorily meets the Village and Task Force Agencies' requirements for the proposed work, please sign where indicated below and return the signed acceptance to Patrick Engineering Inc. Please sign the attached Client Project Agreement for Professional Services and return a signed copy to Patrick Engineering Inc. We will return an executed copy for your files. This proposal will be open for acceptance within 90 days of the date of this letter, unless changed by Patrick Engineering Inc. in writing.

We appreciate this opportunity to assist the Village and the other Task Force Agencies along the Lake County Quiet Zone Corridor. Please feel free to call either of us at (630) 335-6698 if you have any questions or need any additional information.

Sincerely,

PATRICK ENGINEERING INC.

Timothy O'Connor, P.E.
 Project Manager

Earl Wacker
 Director Rail & Transit Practice

Attachments: Client Project Agreement and 2024 Fee Schedule

ACCEPTANCE

The contents of this proposal no. 24PTRTM0026 dated April 11, 2025, to perform Engineering Services for the Village of Buffalo Grove, is understood and accepted as indicated. This proposal together with the referenced agreement is hereby considered to be an Agreement for Engineering Services for the subject project, and Patrick Engineering Inc. is hereby authorized to proceed with the work described herein.

By: _____

Title: _____

Date: _____

PERSONNEL CATEGORY

Staff Engineer 1	\$124.00/hr.
Staff Engineer 2	\$135.00/hr.
Staff Engineer 3	\$148.00/hr.
Project Engineer 1	\$161.00/hr.
Project Engineer 2	\$176.00/hr.
Project Engineer 3	\$191.00/hr.
Project Engineer 4	\$209.00/hr.
Senior Engineer	\$227.00/hr.
Staff Geologist	\$141.00/hr.
Project Geologist	\$155.00/hr.
Senior Geologist	\$187.00/hr.
Staff Surveyor 1	\$ 95.00/hr.
Staff Surveyor 2	\$114.00/hr.
Project Surveyor 1	\$137.00/hr.
Project Surveyor 2	\$164.00/hr.
Survey Director	\$222.00/hr.
Assistant Project Manager	\$185.00/hr.
Project Manager	\$195.00/hr.
Senior Project Manager	\$226.00/hr.
Senior Technical Consultant	\$227.00/hr.
Subject Matter Expert	\$245.00/hr.
Senior Project Director	\$250.00/hr.
Principal / Engineering Director	\$267.00/hr.

TECHNICAL SUPPORT & SERVICES

Technical Specialist 1	\$124.00/hr.
Technical Specialist 2	\$132.00/hr.
Technical Specialist 3	\$145.00/hr.
Technical Specialist 4	\$157.00/hr.
Technical Specialist 5	\$171.00/hr.
Technical Specialist 6	\$187.00/hr.
Technical Specialist 7	\$203.00/hr.
Analyst	\$179.00/hr.
CAD 1 / Technician 1	\$ 81.00/hr.
CAD 2 / Technician 2	\$ 89.00/hr.
CAD 3 / Technician 3	\$ 97.00/hr.
CAD Designer / Technician 4	\$108.00/hr.
CAD Supervisor	\$118.00/hr.
Clerk	\$ 60.00/hr.
Administrative Assistant	\$ 84.00/hr.

Note:

Geospatial Software Development Professionals & Project Controls Specialists provided under separate fee arrangement.

TRANSPORTATION COSTS

Charge for Use of Vehicle	Current IRS Rate per mile or \$90.00/day minimum charge
Transportation and Subsistence and Airfare	at cost + 10%
Special Transportation, Per Diem, or Living Expenses established on a per-project basis.	

REPRODUCTION COSTS

In-house charges for normal / customary material use.	1% of Total Project Fee
Outside Services (copies, reproducible(s), sepias, etc.)	at cost + 10%

MISCELLANEOUS COSTS

Filing Fees, Photography, Materials, Analytical	
Laboratory Fees, Equipment Rentals, etc.	at cost + 10%
Outside Consultant Services	at cost + 10%
Nuclear Density Meter	\$100.00/day
Underground Pipeline and Utility Locator	\$ 75.00/day
Global Positioning System (GPS) Survey Grade	\$200.00/day
Robotic Total Station (1-man survey crew)	\$30.00/hour
High-Definition Scanner	\$1,100.00/day
Outside Contractor Services	at cost + 15%
Special Equipment established on a per project basis	

Notes:

1. Additional fees may apply for project-specific insurance or bonding.
2. A project-specific surcharge may be added to all work performed on waste sites, for environmental assessment of property, for special HSE requirements, and for all work performed in Level C PPE or more stringent PPE.
3. These unit charges are valid through January 31, 2025.

		2025												2026												2027								
Task		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep			
1	Quiet Zone Study																																	
1.1	Meetings and Coordination																																	
1.2	Corridor Review																																	
1.3	Risk Analysis																																	
1.4	Recommendation Memorandum																																	
2	Quiet Zone Administration																																	
2.1	Meetings and Coordination																																	
2.2	Corridor Review																																	
2.3	Improvement Review																																	
2.4	Incident and Traffic Analysis																																	
3	Quiet Zone Recertification																																	
3.1	Meetings and Coordination																																	
3.2	Corridor Review																																	
3.3	Risk Analysis																																	
3.4	FRA Recertification Package																																	
3.5	FRA Documentation																																	
4	Project Management																																	
		Anticipated Milestones																																
		2025												2026												2027								
		Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep			

Exhibit B.
Agreed Upon Pricing Structure

See Exhibit A.

**Exhibit C.
Insurance**

1. Firm's Insurance

Firm shall procure and maintain, for the duration of the Contract and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Firm, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. CG 20 37 - Completed Operations.

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
- 2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 3) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
- 4) Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.
- 5) Builder Risk Property Coverage with Village as loss payee
- 6) Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

B. Minimum Limits of Insurance: Firm shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- 4) Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

- 5) Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- 6) Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Firm shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages:

The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, leased or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

- 2) The Firm's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Firm's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- 4) The Firm's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Firm shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
- 6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- 7) The Firm and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

- 1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Firm or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- 2) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Firm shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Firm shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The Firm assumes liability for all injury to or death of any person or persons including employees of the Firm, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Firm for the municipality.

- 1) NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under Firm's coverage rather than the Village of Buffalo Grove's, if the Village of Buffalo Grove is borrowing, leasing or in day to day control of Firm's employee.

K. Failure to Comply

In the event the Firm fails to obtain or maintain any insurance coverage's required under this agreement, The Village may purchase such insurance coverage's and charge the expense thereof to the Firm.

L. Professional Liability

- 1) Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- 2) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Firm shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- 3) Provide a certified copy of actual policy for review.
- 4) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025

AGENDA ITEM 9.b. O-2025-59

Ordinance Authorizing an Engineering Services Agreement with Christopher B. Burke Engineering Ltd.

Contacts

Liaison: Trustee Stein

Staff: Kyle Johnson, Molly Gillespie

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the execution of an Engineering Services Agreement with Christopher B. Burke Ltd. for gateway signage engineering services.

Summary

Staff Recommendation

Staff recommends approval of the time and material contract for Christopher B. Burke Engineering, Ltd. (CBBEL) at an amount not to exceed \$129,000.00 subject to review and approval by the Village Attorney.

Overview

Staff choose CBBEL for these services based upon their positive response to the 2022 Engineering Request for Qualifications (RFQ) and their high level of industry knowledge in this field. Additionally, Christopher B. Burke Engineering, Ltd. has completed similar projects for other communities, which allows them to fully conceptualize the nuances of this project assignment. They are familiar with all the entities who may need to be engaged throughout the process (CCDOTH, LCDOT and IDOT) as well as the different aspects of design that vary from property rights to electrical diagrams.

These costs were programmed in the 2025 budget, with the anticipation that a design and plan would be laid out this year, setting up multiple years of construction and implementation. The initial evaluation of the bridge signage is also included in this agreement, however a full design will likely require an amendment to cover those costs as it cannot be fully conceptualized at

this time. Within the 2025 budget \$250,000 was budgeted under 150.75.560.30 to begin this planning as well as start implementing signage in late 2025.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 7: Builds Our Community

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

Goal 3: Strengthened Buffalo Grove community identity and pride

File Attachments

1. DRAFT Ordinance CBBEL Gateway Signage
2. Professional Service Contract Gateway Signage 2025





ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

WHEREAS the Village seeks to enter into an Engineering Services Agreement with Christopher B. Burke Engineering, Ltd. for gateway signage engineering services,

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

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

SECTION 2. The Village Manager is authorized to execute an Engineering Services Agreement with Christopher B. Burke Engineering, Ltd. for development engineering services at a total price not to exceed \$129,000.00, subject to review by the Village Attorney.

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

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

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

**VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES
AGREEMENT ENGINEERING SERVICES**

THIS AGREEMENT is dated as of the 21st day of April 2025 ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Firm identified in Subsection 1A below.

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

SECTION 1. FIRM.

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

Christopher B. Burke Engineering, Ltd. (CBBEL)
9575 W. Higgins Road, Suite 600, Rosemont, IL 60018
Attn: Michael Kerr
Phone: 847-823-0500
Email: mkerr@cbbel.com

B. Project Description. The Firm shall provide Engineering Services for the Village of Buffalo Grove as detailed in the attached Scope of Service Exhibit A.

C. Representations of Firm. The Firm has submitted to the Village a description of the services to be provided by the Firm, a copy of which is attached as Exhibit A to this Agreement ("Services"). The Firm represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional services set forth in Exhibit A.

SECTION 2. SCOPE OF SERVICES.

- A. **Retention of the Firm.** The Village retains the Firm to perform, and the Firm agrees to perform, the Services.
- B. **Services.** The Firm shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Firm shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Firm shall diligently and continuously prosecute the Services until the completion of the Work.
- D. **Reporting.** The Firm shall regularly report to the Village Manager ("Manager"), or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit B, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit B. The Village shall pay to the Firm the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)
- C. **Records.** The Firm shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Firm for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition To Agreement Amount.** If the Firm wishes to make a claim for additional compensation as a result of action taken by the Village, the Firm shall provide written notice to the Village of such claim within 7 calendar days after occurrence of such action as provided by Subsection 8.D. of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in this Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8.A. of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Firm, the Firm shall proceed with all of the Services required to complete the project under this Agreement as determined by the Village without interruption.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT (cont.)

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

F. **Escalation**

Written requests for price revisions after the first year period shall be submitted at least sixty (60) calendar days in advance of the annual agreement period or Term. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit. In any case the price revisions for any Term shall not exceed the most recent 12 month Consumers Price Index (CPI-All Urban Consumers, Chicago) or 2% whichever is less.

The Village reserves the right to reject a proposed price increase and terminate the Agreement.

For any year beyond the initial year, this Agreement is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

SECTION 4. PERSONNEL, SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the Firm. The Key Project Personnel shall not be changed without the Village's prior written approval, which shall not be unreasonably withheld.
- B. **Availability of Personnel.** The Firm shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Firm 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 Firm shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

SECTION 4. PERSONNEL, SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Firm shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village Manager in writing. All subcontractors and subcontracts used by the Firm shall be acceptable to, and approved in advance by, the Village Manager. The Village Manager's approval of any subcontractor or subcontract shall not relieve the Firm of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Firm. For purposes of this Agreement, the term "Firm" shall be deemed also to refer to all subcontractors of the Firm, 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 Firm shall immediately upon notice from the Village Manager remove and replace such personnel or subcontractor. The Firm shall have no claim for damages, for compensation in excess of the amount contained in this Agreement for a delay or extension of the Time of Performance as a result of any such removal or replacement. The Firm shall employ competent staff and shall discharge, at the request of the Village Manager, any incompetent, unfaithful, abusive or disorderly staff or subcontractor in its employ.

SECTION 5. CONFIDENTIAL INFORMATION.

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

SECTION 5. CONFIDENTIAL INFORMATION. (cont.)

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

SECTION 6. WARRANTY AND INSURANCE

- A. **Warranty of Services.** The Firm warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms in performing services of a similar nature in existence at the Time of Performance, the warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Insurance.** Firm shall maintain throughout the term of this Agreement insurance, evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement.
- C. **No Personal Liability.** No elected or appointed official, agent, or employee of the Village shall be personally liable, in law or in contract, to the Firm as the result of the execution of this Agreement.
- D. **Indemnity/Hold Harmless Provision** To the fullest extent permitted by law, the Firm hereby agrees to, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees to the extent arising in whole out of the negligent performance of this work by the Firm, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees,. Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and the Village, its officials, agents and employees as herein provided.
- E. **Kotecki Waiver.** In addition to the requirements set forth above, the Firm (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Firm agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

- A. **Relationship of the Parties.** The Firm shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Firm; or (ii) to create any relationship between the Village and any subcontractor of the Firm.
- B. **Conflict of Interest.** The Firm represents and shall at all times abide by professional ethical requirements and other applicable law regarding conflicts of interest.
- C. **No Collusion.** The Firm represents and certifies that the Firm is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Firm represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Firm has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Firm shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Firm certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village Manager may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Firm. In the event that this Agreement is so terminated, the Firm shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.
- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall be for 36 months. The Agreement may be renewed upon mutual agreement by both parties for additional 12 month periods. At the end of any term the Village of Buffalo Grove reserves the right to extend this agreement for a period of up to ninety (90) calendar days for the purpose of securing a new agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

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

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

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

- H. **Default.** If the Firm has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fourteen (14) calendar days after the Firm's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Firm.** The Village may require the Firm, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Firm and the Services into compliance with this Agreement.
2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Firm, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Firm or as a result of actions taken by the Village in response to any Event of Default by the Firm.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- I. **No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Firm or with any vendor solicited or recommended by the Firm.
- J. **Village Manager Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Firm to vendors shall be subject to the approval of the Village Manager. The Village shall not be liable to any vendor or other third party for any agreements made by the Firm, purportedly on behalf of the Village, without the knowledge of and express approval by the Village Manager.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Firm in the performance of the Services, including meeting with the Firm and providing the Firm with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Firm's performance of the Services. The Firm agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other Firms engaged by the Village.
- L. **News Releases.** The Firm shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager. Nothing Herein shall limit the Firm's right to identify the Village as a client of the Firm or from disclosing matters arising from the relationship between the Village and the Firm that are subject to disclosure under the Illinois Freedom of Information Act, (5 ILCS 140, et seq)
- M. **Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Firm in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Firm shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village.
- N. **Favorable Terms**

Firm represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by Firm to Illinois Home Rule Municipalities

Should Firm enter into any subsequent agreement with any Illinois Home Rule Municipalities, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, including all exhibits to this Agreement, then this Agreement shall be deemed to be modified to provide the Village with those more favorable benefits and terms.

Firm shall notify the Village, in writing, promptly of the existence of such more favorable benefits and terms and the Village shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Village, Firm shall amend this Agreement to contain the more favorable terms and conditions.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Firm 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 and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic Internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. The provisions of this Section 8 D shall not control with respect to the manner of communications utilized by the Firm in rendering the Services.

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

Village of Buffalo Grove ("Village")
50 Raupp Blvd.
Buffalo Grove, IL 60089
Attn: Dane Bragg
Email: dbragg@vbg.org
cc: kjohnson@vbg.org

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

Christopher B. Burke Engineering, Ltd. (CBBEL)
9575 W. Higgins Road, Suite 600, Rosemont, IL 60018
Attn: Michael Kerr
Phone: 847-823-0500
Email: mkerr@cbbel.com

SECTION 8. GENERAL PROVISIONS (cont.)

- E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Firm shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall be in Cook County, Illinois
- I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Firm with respect to the Request for Proposal.
- J. **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. **Exhibit.** Exhibit, A and Exhibit B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- M. **Calendar Days and Time.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- N. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

SECTION 8. GENERAL PROVISIONS (cont.)

- O. **Freedom of Information.** The Firm agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Firm. The Firm agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Firm's actual or alleged violation of FOIA or the Firm's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Firm request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Firm agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.
- P. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ACKNOWLEDGEMENT.

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that in executing this Agreement they have received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

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

VILLAGE OF BUFFALO GROVE

By: _____
Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Title: _____

Date: _____

**Exhibit A.
("Services")**

Attach RFQu Response documents



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

April 9, 2025

Village of Buffalo Grove
1650 Leider Ln
Buffalo Grove, IL 60089

Attention: Kyle Johnson – Deputy Public Works Director/Village Engineer

Subject: Proposal for Professional Design Engineering Services
Gateway Monument Signage

Dear Mr. Johnson:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional design engineering services for the Gateway Monument Signage at various locations within the Village. This proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding the Village of Buffalo Grove (Village) wishes to conduct a feasibility and prioritization study for installing new Village Gateway Monument Signage on select major roadway corridors near Village limits. The feasibility and prioritization study will include eleven (11) locations as identified in the scoping meeting with the Village and as included as a map attachment.

The feasibility study will include six (6) existing sign locations and five (5) new potential sign locations. The feasibility evaluation will examine and include all design and construction factors contributing to the implementation of a new gateway sign at each location. These factors include but are not limited to right-of-way and easement considerations, spacial limitations and sign orientation, visibility, roadside hazards, electrical connections, existing utilities, agency coordination, and permitting. It is our understanding that all locations will require an electrical connection either from ComEd or Village-maintained lighting system in close proximity to each gateway monument. We also understand that where practical, the proposed signage will be located on private property within a permanent easement outside the public right-of-way. The feasibility study will conclude with a summary of a recommended phased approach to construction of the signs; CBBEL will recommend a maximum of two (2) sign locations to advance forward into detailed design engineering in 2025, and provide assessments on 2026 and 2027 sign implementation based on the results of the feasibility study.

Throughout the duration of the feasibility study, CBBEL will coordinate and attend meetings with the Village to produce concepts that satisfy the Village's Gateway Monument Sign goals and objectives. The coordination efforts will involve generalized concept designs, materials, massing, and dimensions, among other considerations. Upon preliminary stages in the feasibility study, these initial designs are assumed to apply to all eleven (11) signage locations.

After the feasibility study is completed, the concept designs will be further refined using site-specific context and individual environments of the prioritized locations.

It is our understanding that the Village is requesting a maximum of two (2) priority locations identified in the feasibility study to be carried forward into Phase II design engineering, with the intent to execute construction of the signs utilizing funds available this year. This work order includes the Phase II design engineering for these two locations to further advance design. CBBEL will produce plans, specifications, and other documents as necessary for successful construction of the prioritized sign locations. The construction documents will include removal of the existing Village signs, if applicable, and will produce full Plats of Easement on private property, where required. The Village has indicated that a Request for Proposals (RFP) will be issued for potential contractors in lieu of a formal bidding process.

It is assumed that all roadway patching or resurfacing, curb and gutter replacement, fence removal, or other improvements along the selected roadways or pavements adjacent to the gateway monument sign locations will be minimized or avoided except as necessary for construction access, electrical trenching, materials storage, or other construction requirements. Erosion and sediment control measures will be implemented in accordance with the Lake County Stormwater Management Ordinance and/or the Metropolitan Water Reclamation District's Watershed Management Ordinance.

It is assumed that all proposed signage will be located outside of any existing stormwater storage facilities, wetlands, waters of the U.S., and special flood hazard areas. Environmental coordination is not anticipated through USACE, IDNR, or FEMA. The total disturbed area of the proposed improvements is anticipated to be less than one acre, therefore a NPDES SWPPP and NOI are not required and not included in the scope of this work order.

This proposal assumes the existing grade will be utilized for the construction of the proposed signs with no major grade changes. It is assumed turf grass restoration will be provided for disturbed areas within the construction zone.

This proposal of services does not include any private utility relocation permits, engineering, fees, or construction. Village will provide all available GIS Atlas information on existing utilities, existing plats of easements, and standard Village details to incorporate into the plans.

It is our understanding the feasibility study will be conducted in the Spring of 2025 and concluded in the Summer of 2025. The Phase II design engineering will begin in the Summer of 2025 and conclude in the early Fall of 2025, with construction completed before October 31st, 2025 pending permit and easement approvals. Please note that achieving this schedule is subject to permit timelines, Village approvals, and agency review. We also understand that all design engineering and construction costs for the project will be locally funded.

SCOPE OF SERVICES

Task 1 – Concept Gateway Monument Sign Design: CBBEL will produce concept gateway monument sign designs through an iterative design process to meet the Village's Gateway Monument Sign goals and objectives. This task assumes two (2) generalized designs will be coordinated with the Village of similar makeup, one design for a wider land area, and a second one for narrow, more constrained site locations. One of the two generalized sign designs will be assumed to be viable at all eleven site locations until detailed engineering is completed as part of Task C.1. This task also includes concept level landscape design and features surrounding the gateway sign.

Concept designs, materials palette, sign massing, and dimensions, among other considerations will be coordinated with the Village as part of Task 12. CBBEL will provide 3D images of each of the two concept designs to present to the Village, assumed as three (3) separate iterations.

Task 2 – Field Reconnaissance: CBBEL Staff will perform a Field Reconnaissance of all eleven (11) site locations to document existing conditions. The purpose of the Field Reconnaissance will be to verify site constraints, existing field conditions such as sources of electrical power, and other site-specific context that will be used as a basis for the Feasibility Study. The results of the Field Reconnaissance will be included in the Feasibility Study Technical Memorandum and coordinated in advance with the Village.

Task 3 – J.U.L.I.E. Utility Coordination: CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way (off-site) & limited areas adjacent to Public Right-of-Way. Identification & location of all private subsurface utilities within project area (on-site) is the responsibility of the client.

Task 4 – Feasibility Study and Technical Memorandum: CBBEL will prepare a Feasibility Study based on the eleven (11) existing and proposed gateway monument sign locations identified by the Village.

A Feasibility Study Technical Memorandum will be prepared using design evaluation criteria to summarize all aspects considered at each project site. The technical memorandum is anticipated to include the following:

- Introduction
- Description of the work
- Site summary for eleven (11) identified locations
- Detailed site analysis, including
 - Plan Exhibit
 - Right-of-way and Easement needs
 - Adjacent land ownership
 - Permits anticipated
 - Visibility
 - Site constraints and limitations
 - Analysis of electric service from ComEd or Village-maintained electrical systems

- Existing utilities
- Agency coordination
- Constructability & contractor access
- Concept cost estimate
- Feasibility summary matrix with evaluation criteria
- Narrative summary, including
 - Two (2) recommended priority locations to be carried into Phase II design engineering
 - Recommended implementation for remaining sites, by phase

In addition to the feasibility study outlined above, CBBEL will prepare a detailed construction schedule for the Phase II engineering sites to successfully complete construction within the 2025 construction season.

Task 5 – Phase II Gateway Monument Sign Design: CBBEL will prepare a detailed gateway monument sign plan design as part of the engineering plan documents at each of the two prioritized locations. Detailed sign specifications and requirements will be coordinated with the Village’s selected sign manufacturer for installation requirements and additional plan details. Structural analysis and design will be performed for sign foundational elements with respect to anticipated dead loads and wind loading conditions.

This task also includes the preparation of a detailed landscape plan in support of the gateway monument sign as approved by the Village. It is assumed that irrigation will not be provided to the landscape beds.

Task 6 – Phase II Design Engineering: CBBEL will prepare detailed engineering plans of a maximum of two (2) prioritized site locations in preparation for the release of the Village’s RFP for construction in 2025. Engineering plan sheets are anticipated as follows:

Sheet Name	Sheets	Hour/ Sheet	Hours
Cover Sheet	1	8	8
General Notes Sheet	1	8	8
Summary of Quantities/Schedules	1	12	12
Ties and Benchmarks	1	8	8
Existing Conditions and Removals Plans	2	8	16
Proposed Improvements Plans	2	8	16
Sign Details and Notes*	2	8	16
Landscape Plans*	2	8	16
SESC Plans	2	8	16
Lighting and Electrical Plans**	2	8	16
Lighting Details**	1	8	8
Foundation Plans*	2	8	16
Construction Details	2	8	16
Specifications	-	-	12
Cost Estimates	-	-	10
TOTAL	18		194

*Hours covered in Task 5

**Hours covered in Task 7

In addition, CBBEL will develop special provisions and estimates of cost for each location. The special provisions will be based on IDOT Standard Pay Items, the IDOT Standard Specifications For Road and Bridge Construction, and IDOT Highway Standard drawings. Plans and specifications will be prepared in accordance with Village guidelines utilizing Village details, specifications, and standards where applicable.

CBBEL will draft the Plan base sheets at a scale of 1"=20' for use during design. We anticipate PreFinal and Final plan submittals to the Village for review and approval. It is our assumption that both of the two prioritized signage locations will be constructed under the same contract, and therefore shall be packaged together into one single set of plans.

Traffic control and protection will be coordinated with the adjacent roadway jurisdiction agency, dependent on the identified site locations.

It is our assumption that the Village will formulate the RFP for potential construction contractors. CBBEL will assist the Village as needed to provide required RFP information.

Task 7 – Lighting and Electrical Design: CBBEL will prepare detailed lighting and electrical engineering plans, specifications and estimates at each of the two (2) prioritized site locations. This task includes all coordination and permitting with ComEd for all power requirements and conduit feeds. Detailed sign electrical requirements will be coordinated with the Village's selected sign manufacturer and incorporated into the plans. This work includes one (1) meeting with the sign manufacturer and engineer to review lighting assembly and actual light distribution.

Task 8 – Topographic Survey: CBBEL will perform Topographic Survey of two (2) gateway Monument Sign locations. The survey limits will include the proposed sign construction zone at each location, assumed as a 30 foot by 30 foot area outside the public right-of-way, and will extend approximately 20 feet in all directions outside this zone to cover potential grading tie-downs and contractor access. The following scope items will be included in this task:

Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. Horizontal Datum will correlate with established/existing NGS control monuments (NAD '83, Illinois East Zone 1201).

Vertical Control: CBBEL will establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum) State-of-the-art Hard Level equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points.

CBBEL will field locate all pavements, driveways, bike paths, curbs and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits.

CBBEL will field locate all trees of 6-inch caliper or greater within the survey limits (Tree Line only for heavily forested areas), and record tree size, location and elevation on survey.

Establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

CBBEL will survey cross sections along the project limits at 50' intervals, and at all other grade controlling features.

CBBEL will field-locate all aboveground utility infrastructure within the survey limits such as water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. For each structure we will identify size, type, rim, and invert elevations. Structure Detail Field Note Sheets will be included with final product.

Office contouring of field data and one-foot contour intervals.

Base Mapping: All of the above information will be compiled into one base map representative of existing conditions of the project corridor at a scale of 1"=20' for use in all design and engineering work.

Task 9 – Plats of Easement: It is assumed that one permanent easement will be required at each of the two (2) prioritized site locations, assuming the signs will be constructed outside the public right-of-way. The following subtasks are included in the work to complete the Plats of Easement:

1. Initial coordination with Client.
2. Research with the Lake County and/or Cook County Recorder's Office.
3. Field survey to establish the existing boundaries of the subject parcels
4. Office calculations and plotting of field and record data.
5. CAD drafting of the Plats of Easement for the proposed easement areas.
6. Final review and submittal by an Illinois Professional Land Surveyor.

This task assumes the client is responsible for recording the Plats of Easement with the County Recorder's office.

Task 10 – Geotechnical Services: One (1) soil boring will be completed at each of the two (2) prioritized gateway monument sign locations to a depth of 15 feet to determine subsurface materials characterization for foundation design. Our subconsultant, Testing Service Corporation, will complete the borings and summarize their findings in a Geotechnical Investigations Report. Soil samples will also be tested for chemical constituents and each site shall be LPC-663 certified for acceptance of excavated materials into CCDD facilities.

Task 11 – Permit Submittals: All permits will be submitted in a timely manner to keep the project on schedule.

This task includes all permitting anticipated for construction permits through IDOT, LCDOT, and CCDOTH, if necessary.

Task 12 – Meetings and Coordination: The following coordination meetings are assumed:

- 4 Meetings with the Village
- 1 Presentation to the Village Board (proposed concept sign design)
- 1 Meeting with IDOT
- 1 Meeting with the Village's selected sign manufacturer

ESTIMATE OF FEE

CBBEL estimates the following fees for each of the tasks described above:

DESCRIPTION	Total
Task 1 – Concept Gateway Monument Sign Design	\$ 13,000
Task 2 – Field Reconnaissance	\$ 4,500
Task 3 – J.U.L.I.E. Utility Coordination	\$ 6,000
Task 4 – Feasibility Study and Technical Memorandum	\$ 29,000
Task 5 – Phase II Gateway Monument Sign Design	\$ 15,000
Task 6 – Phase II Design Engineering	\$ 9,000
Task 7 – Lighting and Electrical Design	\$ 6,500
Task 8 – Topographic Survey	\$ 9,000
Task 9 – Plats of Easement	\$ 13,000
Task 10 – Geotechnical Services	\$ 8,000
Task 11 – Permit Submittals	\$ 9,000
Task 12 – Meetings and Coordination	\$ 7,000
TOTAL	\$ 129,000

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Michael E. Kerr, PE
President

THIS PROPOSAL, SCHEDULE OF CHARGES, GENERAL TERMS AND CONDITIONS
ACCEPTED FOR THE VILLAGE OF BUFFALO GROVE:

BY: _____
TITLE: _____
DATE: _____

Exhibit B.
Agreed Upon Pricing
Structure

Contained within Exhibit A

**Exhibit C.
Insurance**

1. Firm's Insurance

Firm shall procure and maintain, for the duration of the Contract and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Firm, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. CG 20 37 - Completed Operations.

- 1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
- 2) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 3) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
- 4) Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.
- 5) Builder Risk Property Coverage with Village as loss payee
- 6) Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

B. Minimum Limits of Insurance: Firm shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- 4) Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

- 5) Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- 6) Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Village, its officials, agents, employees and volunteers; or the Firm shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages:

The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, leased or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

- 2) The Firm's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Firm's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- 4) The Firm's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Firm shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
- 6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- 7) The Firm and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

- 1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Firm or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- 2) Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Firm shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Firm shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Firm for the municipality.

- 1) NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under Firm's coverage rather than the Village of Buffalo Grove's, if the Village of Buffalo Grove is borrowing, leasing or in day to day control of Firm's employee.

K. Failure to Comply

In the event the Firm fails to obtain or maintain any insurance coverage's required under this agreement, The Village may purchase such insurance coverage's and charge the expense thereof to the Firm.

L. Professional Liability

- 1) Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- 2) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Firm shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- 3) Provide a certified copy of actual policy for review.
- 4) Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025

AGENDA ITEM 9.c. O-2025-60

Ordinance Approving Changes to Village Code Regarding Tobacco Licenses and Sale of Prohibited Products

Contacts

Liaison: Trustee Weidenfeld

Staff: Brian Budds

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance approving amendments to Municipal Code sections 5.32, use of premise of revocation; 9.16, violation-penalty; and Appendix A, fines and fees.

Summary

Please see the attached memorandum.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Principle 6: Engages Our Residents

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. 04-08-25 THC Fines and Fees Recommendation
2. DRAFT Ordinance - THC



MEMORANDUM

DATE: April 8, 2025

TO: Village President Eric Smith and Village Board Members

FROM: Dane C. Bragg, Village Manager

SUBJECT: Enforcement Actions - Sale of Synthetic and Hemp-Derived THC Products

RECOMMENDATION

Staff recommends approval of amendments to Municipal Code sections 5.32, use of premises after revocation; 9.16, violation-penalty; and Appendix A, fines and fees. The proposed amendments are recommended to prevent the sale of controlled substances at licensed tobacco establishments in Buffalo Grove.

BACKGROUND

When the Village Board deliberated and approved the sale and control of adult use cannabis, the sale of all forms of THC-containing products were limited to licensed adult-use cannabis dispensaries. Currently, there is one licensed adult-use cannabis dispensary, Sunnyside, located at 830 Milwaukee Avenue. Sunnyside does not engage in the sale of Delta-8 containing products in its Buffalo Grove dispensary.

The 2018 Farm Bill permits the sale of hemp-derived products containing THC anywhere in the United States, however, the Village's local pre-emption prohibits the sale of these products except at licensed adult-use cannabis dispensaries. Since 2020, the Police Department has conducted multiple educational campaigns and enforcement canvasses with licensed tobacco establishments to ensure banned products are not being sold (with particular attention to the sale to minors) from these establishments. Recent canvasses identified three licensed premises selling synthetic or hemp-derived THC containing products. Citations have been issued to those establishments found in violation of the Village's ordinances.

ANALYSIS

Synthetic and hemp-derived THC products have proliferated the marketplace in recent years. Because the sale of these products is unregulated at the state and federal levels, it is not widely known that the sale of the product is prohibited within Buffalo Grove. These products are marketed as "Delta-8" and widely accepted to be safe to ingest. There is, however, little to no oversight of production controls,

sanitation, potency, added substances or other assurances of the quality of these products. Further, these products are intentionally marketed to youth using common candy and snack packaging, logos and shapes.

The Food & Drug Administration categorizes Delta 8 products as a “serious health risk” with 104 reported adverse health events in a 15-month period between December, 2020 and February 2022. Further, national poison centers received 2,362 exposure cases of Delta-8 THC between January, 2021 and February, 2022. Of the exposures, 58 percent were adult patients, and 41 percent were pediatric patients. Of the pediatric exposures, 82 percent were classified as unintentional. Across total exposures, 70 percent required health facility intervention.

The proposed code changes prioritize the prevention and enforcement of the sale of prohibited products within the community. Amendment 1 proposes to extend the moratorium on reuse of premises for the conduct of a business selling tobacco products upon license revocation from the current six months to a proposed two years. This proposed change mirrors similar restrictions in Section 5.44, massage establishments. It should be noted that this provision would only apply to a tobacco establishment where the Village President has revoked its license(s). Amendment 2 proposes to increase the fine for the sale of a controlled substance from the current \$150 per occurrence to a minimum fine of \$500 per occurrence. This amendment impacts Section 9.16.040 and Appendix A of the Municipal Code. All proposed amendments are shown in strikethrough and underline format.

NEXT STEPS

These code amendments will be placed on the April 21 Village Board agenda for consideration.

APPENDICES

- a. Exhibit A – Strikethrough and Underline Version

Exhibit A – Strikethrough and Underline Version

Moratorium on Reuse for Tobacco Premises Upon Revocation

CURRENT

5.32.140 Use of premises after revocation.

When any license shall have been revoked for any cause, no license shall be granted to said licensee for a period of six months thereafter for the conduct of the business of selling tobacco products in the premises described in such revoked license.

(Ord. No. 2023-157, § 1(Exh. A), 12-4-2023)

PROPOSED

5.32.140 Use of premises after revocation.

When any license shall have been revoked for any cause, no license shall be granted to said licensee for a period of ~~six months~~twenty-four months following the revocation thereafter for the conduct of the business of selling tobacco products in the premises described in such revoked license.

(Ord. No. 2023-157, § 1(Exh. A), 12-4-2023)

Fine for Sale of Controlled Substance

CURRENT

9.16.040 - Violation—Penalty.

Any person violating any provision of this Chapter shall be punished as provided in Chapter 1.08.

(Ord. No. 2023-157, § 1(Exh. A), 12-4-2023)

PROPOSED

Any person violating any provision of this Chapter shall be punished as provided in Chapter 1.08. In addition and notwithstanding the foregoing, any person violating Section 9.16.030 of this Chapter shall be punished by a fine of not less than \$500 nor more than \$750 per occurrence."

(Ord. No. 2023-157, § 1(Exh. A), 12-4-2023)

APPENDIX A

ICRTA 10-20, 10-35 9.16.020- K30	Sale, transferring and/or facilitation the use of Cannabis not in conformance with ICRTA	\$150 <u>500</u>	\$250 <u>750</u>
--	---	-----------------------------	-----------------------------



ORDINANCE 2025-xxx

AN ORDINANCE APPROVING CERTAIN CHANGES TO THE VILLAGE CODE REGARDING TOBACCO LICENSES AND SALE OF PROHIBITED PRODUCTS

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

WHEREAS the Village continues to be concerned with the proliferation and sale of synthetic and hemp derived THC products in the Village despite the fact that they are prohibited to be sold in the Village; and

WHEREAS the Village prioritizes the prevention and enforcement of the sale of these prohibited products within the community; and

WHEREAS the Village seeks to amend the Village Code to strengthen and further those prevention and enforcement efforts.

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

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

SECTION 2. Sections 5.32.140, 9.16.040 and the Section of Appendix A pertaining to ICRTA 10-20, 35.9.16.030 of the Village of Buffalo Grove Municipal Code are hereby amended by replacing the sections of the Village Code set forth as “Current” below and replacing those sections in their entirety with the sections set forth as “Amended” below as follows:

CURRENT

5.32.140 Use of premises after revocation.

When any license shall have been revoked for any cause, no license shall be granted to said licensee for a period of six months thereafter for the conduct of the business of selling tobacco products in the premises described in such revoked license.

(Ord. No. 2023-157, § 1(Exh. A), 12-4-2023)

Amended

5.32.140 Use of premises after revocation.

When any license shall have been revoked for any cause, no license shall be granted for a period of twenty-four months following the revocation for the conduct of the business of selling tobacco products in the premises described in such revoked license.

CURRENT

9.16.040 - Violation—Penalty.

Any person violating any provision of this Chapter shall be punished as provided in Chapter 1.08.
(Ord. No. 2023-157, § 1(Exh. A), 12-4-2023)

Amended

Any person violating any provision of this Chapter shall be punished as provided in Chapter 1.08. In addition and notwithstanding the foregoing, any person violating Section 9.16.030 of this Chapter shall be punished by a fine of not less than \$500 nor more than \$750 per occurrence.”

(Ord. No. 2023-157, § 1(Exh. A), 12-4-2023)

Amended

APPENDIX A

ICRTA 10-20, 10-35 9.16.030	Sale, transferring and/or facilitation the use of Cannabis not in conformance with ICRTA	\$500	\$750
-----------------------------	--	-------	-------

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

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and all amendments set forth herein shall be codified.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025

AGENDA ITEM 9.d. O-2025-61

Ordinance Implementing a Municipal Grocery Retailers Occupation Tax and Municipal Grocery Service Occupation Tax.

Contacts

Liaison: Trustee Bocek

Staff: Chris Black

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an Ordinance implementing a municipal grocery retailers occupation tax and municipal grocery service occupation tax.

Summary

Please see attached memorandum

Strategic Alignment

Guiding Principle

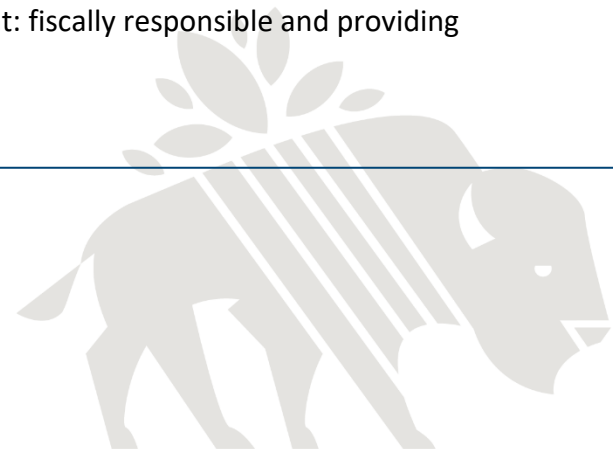
Principle 1: Financially Responsible and Sound

Goal

Goal 1: Maintained effective village government: fiscally responsible and providing outstanding, responsive services

File Attachments

1. Grocery Tax memo 4.16.25
2. DRAFT Ordinance - Grocery Tax





MEMORANDUM

DATE: April 10, 2025

TO: Village Manager Dane Bragg

FROM: Deputy Village Manager Chris Stilling

SUBJECT: Proposed Local Grocery Tax

RECOMMENDATION

Staff recommends that the Village Board adopt an Ordinance approving a 1% municipal grocery retailers and service occupation tax. Staff believes it is important for the Village to approve this tax to offset the loss of approximately \$1.4 million in revenue. If approved, the local municipal grocery tax will maintain the status quo for all grocery purchases in the Village and would not impact existing incentive agreements.

BACKGROUND

In 2024, the State of Illinois eliminated the state's 1% sales tax on groceries, effective January 1, 2026. The elimination of the grocery tax would have an impact on Buffalo Grove's annual sales tax revenues. Staff estimates that the Village annually receives approximately \$1.4 million in grocery sales tax revenue.

As part of the legislation, municipalities may enact their own local grocery tax. As a result, should the Village wish to enact its own tax, action by the Village Board is required by the end of September 2025 with an Ordinance submitted to the Illinois Department of Revenue by October 1, 2025. This would allow the State to implement and administer the tax on behalf of the Village beginning on January 1, 2026.

STAFF ANALYSIS

Revenue Impacts

Currently, the Village has four (4) large grocery stores (Woodman's, Mariano's, Jewel and Garden Fresh, with a fifth on the way), along with an Aldi, two (2) Walgreen's, a CVS and several small independent grocers. Combined, staff estimates that the current stores generate approximately \$140 million in taxable grocery sales or approximately \$1.4 million in sales tax revenue to the Village.

Woodman's Sales Tax Agreement

In 2016, the Village approved a sales tax sharing agreement with Woodman's. The agreement states that the Village will share all sales tax revenue generated by the store (except fuel sales) up to \$7 million.

Staff estimates that grocery sales represent approximately 68% of Woodman's taxable sales (excluding fuel). Therefore, if the Village no longer receives sales tax revenues for grocery sales, Woodman's incentive payments would be significantly impacted.

Neighboring Communities

Both the Village of Wheeling and Village of Palatine have already approved the local municipal grocery tax. Many other comparable communities are planning to take action in the coming weeks/months. Over 50 communities throughout the state have approved the local municipal grocery tax.

ACTION REQUESTED

Attached is a draft ordinance for the Board's review. Staff recommends approval.



ORDINANCE 2025-xxx

AN ORDINANCE IMPLEMENTING A MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and,

WHEREAS, the Village of Buffalo Grove ("Village") is a home rule Illinois municipality pursuant to the Constitution of the State of Illinois of 1970, as amended; and,

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) provides that, beginning on January 1, 2026, all Illinois municipalities may impose a tax "upon all persons engaged in the business of selling groceries at retail in the municipality" (the "Municipal Grocery Tax") (65 ILCS 5/8-11-24); and,

WHEREAS, the Municipal Grocery Retailers' Occupation Tax may be imposed "at the rate of 1% of the gross receipts from these sales" (65 ILCS 5/8-11-24); and,

WHEREAS, any Municipal Grocery Retailers' Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and,

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) requires any municipality imposing a Municipal Grocery Retailers' Occupation Tax under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) to also impose a Service Occupation Tax at the same rate, "upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries" as "an incident to a sale of service" (the "Municipal Grocery Service Occupation Tax") (65 ILCS 5/8-11-24); and,

WHEREAS, any Municipal Grocery Service Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and,

WHEREAS, the President and Village Board believe that it is appropriate, necessary and in the best interests of the Village and its residents, that the Village levy a Municipal Grocery Retailers' Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24); and,

WHEREAS, the President and Village Board believe that it is appropriate, necessary and in the best interests of the Village and its residents, that the Village levy a Municipal Grocery Service Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24); and,

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, as follows:

SECTION 1: Incorporation of Recitals. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: Municipal Grocery Retailers' Occupation Tax Imposed. A tax is hereby imposed upon all persons engaged in the business of selling groceries at retail in this municipality at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

SECTION 3: Municipal Grocery Service Occupation Tax. A tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service. The rate of this tax shall be the same rate identified in Section 2, above. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

SECTION 4: Illinois Department of Revenue to Administer Both Taxes. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Illinois Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

SECTION 5: Clerk to file Ordinance with Illinois Department of Revenue. As required under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), the Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue upon its adoption.

SECTION 6: Effective Date. The taxes imposed by this Ordinance shall take effect on January 1, 2026

SECTION 7: Repeal of Conflicting Provisions. All ordinances, resolutions and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION 8: Severability. If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION 9: Headings/Captions. The headings/captions identifying the various sections and subsections of this Ordinance are for reference only and do not define, modify, expand or limit any of the terms or provisions of the Ordinance.

SECTION 10: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

Janet M. Sirabian, Village Clerk

APPROVED:

Eric N. Smith, Village President

DRAFT



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025

AGENDA ITEM 13.a.

Executive Session - Section 2(C)(11) of the Illinois Open Meetings Act: Litigation, When an Action Against, Affecting or on Behalf of the Particular Public Body Has Been Filed and is Pending Before a Court or Administrative Tribunal, or When the Public Body Finds that an Action is Probable or Imminent, in Which Case the Basis for the Finding Shall be Recorded and Entered into the Minutes of the Closed Meeting.

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends move to Executive Session.

Recommended Motion

I move to go into Executive Session pursuant to Section 2(C)(11) of the Illinois Open Meetings Act.

Summary

Executive Session - Section 2(C)(11) of the Illinois Open Meetings Act: Litigation, When an Action Against, Affecting or on Behalf of the Particular Public Body Has Been Filed and is Pending Before a Court or Administrative Tribunal, or When the Public Body Finds that an Action is Probable or Imminent, in Which Case the Basis for the Finding Shall be Recorded and Entered into the Minutes of the Closed Meeting.

Strategic Alignment

Guiding Principle

N/A

Goal

N/A

File Attachments

None



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025

AGENDA ITEM 13.b.

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

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends move to Executive Session.

Recommended Motion

I move to go into Executive Session pursuant to Section 2(C)(2) of the Illinois Open Meetings Act.

Summary

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

Strategic Alignment

Guiding Principle

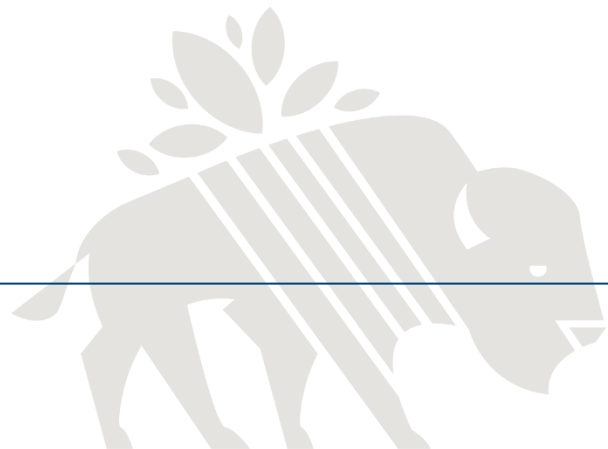
N/A

Goal

N/A

File Attachments

None





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: April 21, 2025

AGENDA ITEM 13.c.

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

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends move to Executive Session.

Recommended Motion

I move to go into Executive Session Pursuant Section 2(C)(21) of the Illinois Open Meetings Act

Summary

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

Strategic Alignment

Guiding Principle

N/A

Goal

N/A

File Attachments

None

