



AGENDA

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 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 April 21, 2025 Village Board Regular Meeting
- b. Minutes of the May 5, 2025 Village Board Committee of the Whole Meeting

3. Approval of Warrant

- a. Approval of Warrant #1381 (Trustee Cesario, Christine Berman)

4. Special Business

- a. R-2025-15 Resolution Accepting the Canvass of Votes as it Relates to the Office of Village Trustee from the April 1, 2025 Consolidated Election (Clerk Sirabian, Samina Shaikh)
- b. Swearing In of Elected Officials (President Smith, Dane Bragg)
- c. Roll Call of Newly Sworn in Officials (President Smith, Dane Bragg)
- d. Proclamation Recognizing Andrew Stein's Exceptional Service, Dedication and Commitment to the Village of Buffalo Grove (President Smith, Molly Gillespie)
- e. Appointment of the Village President Pro Tem (President Smith, Dane Bragg)
- f. 2025-2026 Village Board Portfolios (President Smith, Dane Bragg)
- g. Appointment of Board, Commission, and Committee Members (President Smith, Kathryn Golbach)

5. Village President's Report

6. Village Manager's Report

- a. Zoll Lifesaving Award (Trustee Richards, Lawrence Kane)

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-2025-62 Ordinance Authorizing Execution of a three-year agreement with Stryker for medical equipment services (Trustee Cesario, Lawrence Kane)
- b. Proclamation Recognizing National EMS Week (Trustee Richards, Lawrence Kane)
- c. O-2025-63 Ordinance Amending the Fiscal Year 2024 for the Village of Buffalo Grove (Trustee Cesario, Chris Black)
- d. O-2025-64 Ordinance approving an amendment to special use for the expansion of a private golf instruction facility at 1610-1612 Barclay Blvd. (Trustee Ottenheimer, Nicole Woods)
- e. O-2025-65 Ordinance approving a Special Use for a Supermarket Food Store, Malabar Express at 21 N Buffalo Grove Rd. (Trustee Ottenheimer, Nicole Woods)
- f. R-2025-16 Resolution Ratifying an Intergovernmental Agreement with The Northeastern Illinois Regional Crime Laboratory for forensic services (Trustee Cesario, Brian Budds)
- g. R-2025-17 Resolution relating to the semi-annual review of closed session minutes and approval of closed session minutes. (Clerk Sirabian, Samina Shaikh)
- h. O-2025-66 Ordinance Approving a Right-of-Way Access Agreement with BIF IV Intrepid OpCo LLC (Trustee Weidenfeld, Kyle Johnson)
- i. Proclamation Recognizing National Pollinators Month (Trustee Johnson, Molly Gillespie)
- j. R-2025-18 A Resolution to Ratify an Amendment to the Existing Driveway Access Agreement between the Village of Buffalo Grove, the Buffalo Grove Park District and SDG Dundee Road LLC as part of the Bison Crossing Development. (Trustee Ottenheimer, Christopher Stilling)

9. Ordinances and Resolutions

- a. O-2025-67 An Ordinance approving a Professional Service Agreement for Engineering Services with AECOM Technical Services, Inc. (Trustee Weidenfeld, Kyle Johnson)
- b. O-2025-68 Ordinance allowing the Village Manager to execute an agreement with Fredrick Quinn Construction to award trade packages for the construction of Fire Station 25 (Trustee Richards, Lawrence Kane)

10. Unfinished Business

11. New Business

- a. Pre-Application Discussion for Highbury Residential Development at 301 and 20311 Weiland Road (Trustee Ottenheimer, Nicole Woods)

- b. Pre-application Discussion for Townhome Development at 16606 – 16704 IL Rt 22, 23008-23025 Main Street and 23023 First Street (Fiore Property) (Trustee Ottenheimer, Nicole Woods)

12. Public Comment

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

13. Executive Session

14. Adjournment

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

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





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 2.a.

Minutes of the April 21, 2025 Village Board Regular Meeting

Contacts

Liaison: Clerk Sirabian

Staff: Kristina Giovanni

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the minutes of the April 21, 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 - 04/21/2025 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, APRIL 21, 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, Bocek, and Weidenfeld. Trustee Stein was absent.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Tyler Grace, Assistant Village Manager/Administrative Services; Jim Warnstedt, Deputy Director of Public Works; Kyle Johnson, Deputy Public Works Director/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; Geoff Tollefson, Director of Golf Operations; Fire Chief Kane; and Police Chief Budds.

APPROVAL OF MINUTES

Moved by Weidenfeld, seconded by Johnson, to approve the minutes of the March 17, 2025, Regular Meeting. Upon roll call, Trustees voted as follows:

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

WARRANT #1380

Mr. Black read Warrant #1380. Moved by Bocek, seconded by Johnson, to approve Warrant #1380 in the amount of \$7,045,827.16 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

VILLAGE PRESIDENT'S REPORT

President Smith noted that we have a published author in Buffalo Grove. **Maci Sossin** is nine years old and a third grader at Prairie Elementary School. Maci's book, "What Will the Seed Grow Into?", was a project of nine months, during which time, she wrote the story and spent many hours creating and coloring the pictures to go along with each page. Maci is planning a book signing from 5:45-7:00 PM on April 30, 2025, at Sal & Tony's Restaurant. Maci plans to donate \$1.00 from the sale of each book to the Indian Trails Public Library, as well as donating copies of her book to several local libraries.

VILLAGE MANAGER'S REPORT

Chief Budds reviewed the credentials and accomplishments of **Officer Eduardo Leon**. Board of Fire and Police Commissioner Dryman administered the Oath of Office to Officer Leon, after which he had his badge pinned on by his mother as he was congratulated by the audience and the Board. Officer Leon thanked the Buffalo Grove Police Department for this opportunity, as well as the Board and his family and colleagues who are here with him tonight.

TRUSTEE REPORTS

There are no Trustee reports tonight.

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. 2025-53 - Bison Crossing Development

Motion to pass Ordinance No. 2025-53 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.

Ordinance No. 2025-54 - Bison Crossing Residential Development

Motion to pass Ordinance No. 2025-54 authorizing a Development Improvement Agreement with Noah Properties for the Bison Crossing Residential Development.

Ordinance No. 2025-55 - Road Salt

Motion to pass Ordinance No. 2025-55 authorizing execution of a Contract Extension with Morton Salt Inc., for Road Salt.

Proclamation - Arbor Day

Motion to approve a Proclamation Recognizing Friday, April 25, 2025, as Arbor Day.

Ordinance No. 2025-56 - 1390 Busch Parkway

Motion to pass Ordinance No. 2025-56 approving an Amendment to a Special Use for a Child Care Center at 1390 Busch Parkway.

Resolution No. 2025-14 - 2025 Volume Cap

Motion to pass Resolution No. 2025-14 approving Reallocating the 2025 Volume Cap.

Ordinance No. 2025-57 - Disposal of Surplus Village Personal Property

Motion to pass Ordinance No. 2025-57 authorizing the Disposal of Surplus Village Personal Property.

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

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

NAYS: 0 – None

ABSENT: 1 – Stein

Motion declared carried.

ORDINANCE NO. 2025-58 – PATRICK ENGINEERING

Moved by Weidenfeld, seconded by Johnson, to pass Ordinance No. 2025-58 authorizing an Engineering Services Agreement with Patrick Engineering Inc. for Quiet Zone engineering services in accordance with materials contained in Board packets and approval of 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: 5 – Johnson, Cesario, Ottenheimer, Bocek, Weidenfeld
NAYS: 0 – None
ABSENT: 1 – Stein
Motion declared carried.

ORDINANCE NO. 2025-59 – CHRISTOPHER B. BURKE ENGINEERING

Moved by Weidenfeld, seconded by Johnson, to pass Ordinance No. 2025-59 authorizing the execution of an Engineering Services Agreement with Christopher B. Burke Ltd. for gateway signage engineering services in accordance with materials contained in Board packets and approval by the Village Attorney.

Ms. Gillespie and Mr. Johnson reviewed the proposed ordinance, details of which are contained in the Agenda Item Summary that they prepared, after which they answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2025-60 – VILLAGE CODE

Moved by Weidenfeld, seconded by Johnson, to pass Ordinance No. 2025-60 approving amendments to Municipal Code Sections 5.32, use of premise of revocation, 9.16, violation-penalty, and Appendix A, fines and fees.

Chief Budds reviewed the proposed ordinance, details of which are contained in the memo from Mr. Bragg to the Village President & Board of Trustees dated April 8, 2025, after which he answered questions from the Board.

Yana Malpani, a student at Stevenson High School, addressed the Board urging them to pass the proposed ordinance to further deter young people from obtaining tobacco and related products.

All Board members spoke indicating their strong support for these stronger regulations.

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2025-61 – GROCERY TAX

Moved by Bocek, seconded by Ottenheimer, to pass Ordinance No. 2025-61 implementing a municipal grocery retailers occupation tax and municipal grocery service occupation tax.

Mr. Black reviewed the proposed ordinance, details of which are contained in the memo from Mr. Stilling to Mr. Bragg dated April 10, 2025, after which he answered questions from the Board. Board members emphasized that this is not a new tax, but simply maintaining a tax which already exists.

Upon roll call, Trustees voted as follows:

AYES: 5 – Johnson, Cesario, Ottenheimer, Bocek, Weidenfeld
NAYS: 0 – None
ABSENT: 1 – Stein
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; there were no such questions.

EXECUTIVE SESSION

Moved by Johnson, seconded by Cesario, to move to Execution Session to discuss: **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;** and **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 and Section 2(C)(21) of the Illinois Open Meetings Act: discussion of Minutes of Meetings Lawfully Closed Under This Act, whether for purposes of approval by the Body of the minutes or Semi-Annual Review of the Minutes as mandated by Section 2.06.**

Upon roll call, Trustees voted as follows:

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

The Board moved to Executive Session from 7:54 P.M. to 8:22 P.M.

ADJOURNMENT

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

The meeting was adjourned at 8:23 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 19th DAY OF May 2025

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 2.b.

Minutes of the May 5, 2025 Village Board Committee of the Whole Meeting

Contacts

Liaison: Clerk Sirabian

Staff: Kristina Giovanni

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the minutes of the May 5, 2025 Village Board Committee of the Whole Meeting.

Summary

N/A

Strategic Alignment

Guiding Principle

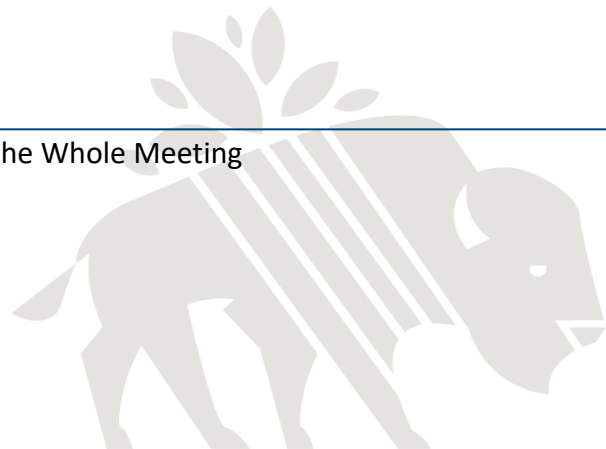
Principle 2: Outstanding Village Services

Goal

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

File Attachments

1. Draft Minutes - 05/05/2025 Committee of the Whole Meeting



**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE PRESIDENT &
BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE
JEFFREY S. BRAIMAN COUNCIL CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, MONDAY MAY 5, 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: Chris Stilling, Acting Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Tyler Grace, Assistant Village Manager – Administrative Services; Chris Black, Finance Director; Katie Golbach, Director of Human Resources; Molly Gillespie, Communications Director; Nicole Woods, Director of Community Development; Chris Krase, Public Works Superintendent; Police Chief Budds; and fire Chief Kane.

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

VILLAGE PRESIDENT’S REPORT

President Smith noted that we will be administering the Oath of Office to our new Board members, as well bidding farewell to Trustee Stein at our May 19, 2025 meeting. Trustee Weidenfeld will be unable to attend the May 19, 2025, meeting, so he wished to use this opportunity to share his thoughts and thanks to **Trustee Stein** for welcoming him when he joined the Board and for his years of service to our residents and his efforts to make Buffalo Grove the best community possible.

Trustee Johnson read a Proclamation declaring May 2025 as **Mental Health Awareness Month** in the Village of Buffalo Grove, recognizing the importance of raising awareness about mental health, supporting community efforts to improve mental well-being, and promoting access to appropriate mental health services for all residents.

President Smith read a Proclamation declaring the week of May 11-17, 2025 as **Police Week** in the Village of Buffalo Grove and called upon all citizens of Buffalo Grove and all patriotic, civil and educational organizations to observe the week by commemorating police officers who have dedicated service to their communities and have established an enviable and enduring reputation for preserving the rights and security of all citizens.

President Smith read a Proclamation declaring the month of May as **Building Safety Month** in the Village of Buffalo Grove and urged residents to acknowledge the essential services provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments, in protecting lives and property.

President Smith read a Proclamation declaring the week of May 18-24, 2025 as **Public Works Week** in the Village of Buffalo Grove and encouraged our citizens to acknowledge our public works professionals who focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well being of the people of Buffalo Grove.

President Smith read a Proclamation recognizing **Jewish American Heritage Month – May 2025** in the Village of Buffalo Grove and called upon all residents to join in celebrating the remarkable history, heritage, and contributions of Jewish Americans to our city and our nation.

WATER AMBASSADOR AWARD

Todd Schaeffer, Board Trustee at Large for the Illinois Waterworks Association, presented a brief overview of the Illinois Section, American Waterworks Association, as well as the water program and the efforts to elevate public perception and consumer education of the water industry.

Mr. Krase thanked the Board for their leadership and unwavering support of the infrastructure modernization plan; he thanked the Communications team and especially Mr. Kirsininkas for putting together most of the content for this award so that our residents not only know what we are doing but why we are doing it; he thanked the Public Works staff for working around the clock to make sure that every tap in town has constant and clean water going to it. Mr. Krase was then presented with the 2024 Gold Level Water Ambassador Award.

COMMUNITY BRANDING IMPLEMENTATION

Ms. Gillespie reviewed a Powerpoint presentation highlighting what has been completed to date and what is planned for 2025 and beyond.

QUESTIONS FROM THE AUDIENCE

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

ADJOURNMENT

Moved by Johnson, seconded by Cesario, 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 7:30 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 19th DAY OF May 2025

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 3.a.

Approval of Warrant #1381

Contacts

Liaison: Trustee Cesario

Staff: Christine Berman

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve Warrant #1381 in the amount of \$7,175,268.10

Summary

Warrant #1381 in the amount of \$7,175,268.10

Strategic Alignment

Guiding Principle

N/A

Goal

N/A

File Attachments

1. Summary Warrant 1381



VILLAGE OF BUFFALO GROVE WARRANT #1381
19-May-25

General Fund:	496,919.55
Parking Lot Fund:	403.82
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:	265,138.73
Capital Projects-Vehicles/Equipment:	24,807.60
Capital Projects-Streets:	1,855,790.69
Retiree Health Savings (RHS):	25,550.69
Water Fund:	1,505,932.72
Buffalo Grove Golf Fund:	20,656.01
Arboretum Golf Fund:	151,634.68
Refuse Service Fund:	76,856.00
Information Technology Internal Service Fund:	334,994.93
Central Garage Internal Service Fund:	51,094.83
Building Maintenance Internal Service Fund:	119,341.04
	<u>4,929,121.29</u>
PAYROLL PERIOD ENDING 04/20/2025	1,109,336.36
PAYROLL PERIOD ENDING 05/04/2025	1,136,810.45
	2,246,146.81
TOTAL WARRANT #1381	<u><u>7,175,268.10</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: May 19, 2025

AGENDA ITEM 4.a. R-2025-15

Resolution Accepting the Canvass of Votes as it Relates to the Office of Village Trustee from the April 1, 2025 Consolidated Election

Contacts

Liaison: Clerk Sirabian

Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

Staff recommends acceptance of the canvass of votes as it relates to the office of Village Trustee.

Summary

A canvass of votes was conducted on April 22, 2025 affirming the results of the April 1, 2025 Consolidated Election. Results for the Office of Village Trustee by county are attached to the Resolution.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

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

Goal 4: Vibrant and innovative community: leading edge

Goal 5: More livable Buffalo Grove community with leisure experiences for all

File Attachments

1. DRAFT Resolution - Affirming Canvass of Vote Returns as it Relates to the Office of Village Trustee
2. Election Results TRUSTEE 2YR TERM - Cook County Clerk's Office

3. Election Results TRUSTEES - Cook County Clerk's Office





RESOLUTION 2025-xx

A RESOLUTION AFFIRMING CANVASS OF VOTE RETURNS AS IT RELATES TO THE OFFICE OF VILLAGE TRUSTEE

WHEREAS on Tuesday, April 1, 2025, an election was held in the Village of Buffalo Grove, Cook and Lake Counties, Illinois, to elect three (3) Village Trustees for four (4) year terms each as well as one (1) Village Trustee for a two (2) year term; and

WHEREAS there had been compliance with all applicable statutory provisions governing said election including, but not by way of limitations, notices, ballots, affidavits, judges of election, polling places and conduct of elections; and

WHEREAS the appointed judges were qualified, duly sworn, and conducted the election pursuant to statute; and

WHEREAS the judges delivered the election returns to the County Clerks of Cook and Lake Counties who kept them in safe keeping until they delivered same to the corporate authorities; and

WHEREAS the Canvassing Board duly canvassed said returns.

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

Section 1. Upon a canvass of the returns of the aforesaid election results, attached as Exhibit A to this Resolution, it is hereby affirmed that the election resulted in the following persons elected to office in the Village of Buffalo Grove.

VILLAGE TRUSTEE	Joanne R. Johnson	2,454
	Lester A. Ottenheimer	2,319
	Denice Bocek	2,295
	Kevin Richards	2,799

Section 2. Joanne R. Johnson, Lester A. Ottenheimer, and Denice Bocek are duly elected to the Office of Village Trustee for a term of four (4) years each as well as Kevin Richards who is duly elected to the Office of Village Trustee for a term of two (2) years.

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

APPROVED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

DRAFT

Cook County Clerk's Office

Suburban Cook County Election Results

Official Certificate of Results

April 01, 2025 Consolidated Election

The Cook County Clerk, having completed a canvass of all votes cast for Trustee, Village of Buffalo Grove, 2yr, hereby certifies the following vote totals:

Candidates	Percentage	Votes
Kevin Richards	100.00%	2,799
Total:	100%	2,799

This election having been certified to me as 1 to be elected results in Kevin Richards being elected.

Below is the abstract of votes by precinct.

Dated this April 22, 2025.

Monica Gordon

Monica Gordon, Cook County Clerk

Township - Trustee, Village of Buffalo Grove, 2yr

Township	Registered Voters	Ballots Cast	Kevin Richards	Total Votes
Wheeling	12,662	1,610	1,183	1,183
Vernon (Lake)	24,949	2,919	1,616	1,616
Suburban Cook County Total	12,662	1,610	1,183	1,183
All Counties Total	37,611	4,529	2,799	2,799

Precinct - Trustee, Village of Buffalo Grove, 2yr

Precinct	Registered Voters	Ballots Cast	Kevin Richards	Total Votes
Wheeling 4	1,716	33	25	25
Wheeling 6	715	140	112	112
Wheeling 13	1,140	156	120	120
Wheeling 38	1,393	181	140	140
Wheeling 51	1,296	201	147	147
Wheeling 52	1,586	131	87	87
Wheeling 63	1,122	83	55	55
Wheeling 66	1,298	225	164	164
Wheeling 70	1,316	293	209	209
Wheeling 72	1,080	167	124	124
Vernon (Lake) 256	1,220	111	14	14

Vernon (Lake) 271	1,123	116	80	80
Vernon (Lake) 272	1,067	199	0	0
Vernon (Lake) 276	1,067	127	95	95
Vernon (Lake) 277	1,229	142	117	117
Vernon (Lake) 278	1,009	68	55	55
Vernon (Lake) 281	1,234	214	0	0
Vernon (Lake) 283	935	105	86	86
Vernon (Lake) 284	1,167	161	115	115
Vernon (Lake) 285	895	117	95	95
Vernon (Lake) 286	964	129	98	98
Vernon (Lake) 287	1,052	116	97	97
Vernon (Lake) 288	1,019	124	100	100
Vernon (Lake) 289	889	110	86	86
Vernon (Lake) 290	917	105	81	81
Vernon (Lake) 291	1,142	122	100	100
Vernon (Lake) 292	1,186	176	126	126
Vernon (Lake) 293	1,029	91	82	82
Vernon (Lake) 294	1,146	94	41	41
Vernon (Lake) 295	1,092	136	107	107
Vernon (Lake) 296	1,063	76	0	0
Vernon (Lake) 297	1,290	84	29	29
Vernon (Lake) 298	1,214	196	12	12
Suburban Cook County Total	12,662	1,610	1,183	1,183
All Counties Total	37,611	4,529	2,799	2,799

Cook County Clerk's Office
Suburban Cook County Election Results
Official Certificate of Results

April 01, 2025 Consolidated Election

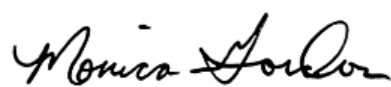
The Cook County Clerk, having completed a canvass of all votes cast for Trustee, Village of Buffalo Grove, hereby certifies the following vote totals:

Candidates	Percentage	Votes
Paulette Greenberg	19.07%	1,665
Denice Bocek	26.28%	2,295
Lester A. Ottenheimer	26.55%	2,319
Joanne R. Johnson	28.10%	2,454
Total:	100%	8,733

This election having been certified to me as 3 to be elected results in Denice Bocek, Lester A. Ottenheimer, Joanne R. Johnson being elected.

Below is the abstract of votes by precinct.

Dated this April 22, 2025.



Monica Gordon, Cook County Clerk

Township - Trustee, Village of Buffalo Grove

Township	Registered Voters	Ballots Cast	Paulette Greenberg	Denice Bocek	Lester A. Ottenheimer	Joanne R. Johnson	Total Votes
Wheeling	12,662	1,610	765	936	895	982	3,578
Vernon (Lake)	24,949	2,919	900	1,359	1,424	1,472	5,155
Suburban Cook County Total	12,662	1,610	765	936	895	982	3,578
All Counties Total	37,611	4,529	1,665	2,295	2,319	2,454	8,733

Precinct - Trustee, Village of Buffalo Grove

Precinct	Registered Voters	Ballots Cast	Paulette Greenberg	Denice Bocek	Lester A. Ottenheimer	Joanne R. Johnson	Total Votes
Wheeling 4	1,716	33	25	14	14	15	68
Wheeling 6	715	140	62	88	85	95	330
Wheeling 13	1,140	156	65	103	103	102	373
Wheeling 38	1,393	181	109	110	98	112	429

Wheeling 51	1,296	201	100	110	105	127	442
Wheeling 52	1,586	131	57	74	86	81	298
Wheeling 63	1,122	83	45	41	29	38	153
Wheeling 66	1,298	225	103	132	128	125	488
Wheeling 70	1,316	293	133	160	145	169	607
Wheeling 72	1,080	167	66	104	102	118	390
Vernon (Lake) 256	1,220	111	9	11	7	11	38
Vernon (Lake) 271	1,123	116	45	73	70	70	258
Vernon (Lake) 272	1,067	199	0	0	0	0	0
Vernon (Lake) 276	1,067	127	46	83	90	94	313
Vernon (Lake) 277	1,229	142	57	97	95	110	359
Vernon (Lake) 278	1,009	68	37	39	34	41	151
Vernon (Lake) 281	1,234	214	0	0	0	0	0
Vernon (Lake) 283	935	105	55	66	78	74	273
Vernon (Lake) 284	1,167	161	75	108	110	114	407
Vernon (Lake) 285	895	117	59	74	81	71	285
Vernon (Lake) 286	964	129	42	86	87	100	315
Vernon (Lake) 287	1,052	116	53	77	80	88	298
Vernon (Lake) 288	1,019	124	51	80	83	86	300
Vernon (Lake) 289	889	110	47	73	85	82	287
Vernon (Lake) 290	917	105	49	71	74	76	270
Vernon (Lake) 291	1,142	122	53	88	84	91	316
Vernon (Lake) 292	1,186	176	57	129	142	130	458
Vernon (Lake) 293	1,029	91	55	52	60	59	226
Vernon (Lake) 294	1,146	94	20	31	35	38	124
Vernon (Lake) 295	1,092	136	66	88	89	98	341
Vernon (Lake) 296	1,063	76	0	0	0	0	0
Vernon (Lake) 297	1,290	84	16	21	25	24	86
Vernon (Lake) 298	1,214	196	8	12	15	15	50
Suburban Cook County Total	12,662	1,610	765	936	895	982	3,578
All Counties Total	37,611	4,529	1,665	2,295	2,319	2,454	8,733



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 4.b.

Swearing In of Elected Officials

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends approval.

Recommended Motion

N/A

Summary

The formal swearing in ceremony for Trustees Les Ottenheimer, Joanne Johnson, Denice Bocek and Kevin Richards will be conducted by Associate Judge Charles D. Johnson (ret.)

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Principle 3: Plan and Invest in the Future

Principle 4: High Performing Village Team

Principle 5: Partnership with Local Districts

Principle 6: Engages Our Residents

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

Goal 4: Vibrant and innovative community: leading edge

Goal 5: More livable Buffalo Grove community with leisure experiences for all

File Attachments

None





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 4.c.

Roll Call of Newly Sworn in Officials

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends approval.

Recommended Motion

N/A

Summary

Roll Call of Newly Sworn in Officials shall be taken

Strategic Alignment

Guiding Principle

N/A

Goal

N/A

File Attachments

None





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 4.d.

Proclamation Recognizing Andrew Stein's Exceptional Service, Dedication and Commitment to the Village of Buffalo Grove

Contacts

Liaison: President Smith

Staff: Molly Gillespie

Staff Recommendation

Staff recommends proclamation.

Recommended Motion

N/A

Summary

Proclamation Recognizing Andrew Stein's Exceptional Service, Dedication and Commitment to the Village of Buffalo Grove

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Principle 3: Plan and Invest in the Future

Principle 4: High Performing Village Team

Principle 5: Partnership with Local Districts

Principle 6: Engages Our Residents

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

Goal 4: Vibrant and innovative community: leading edge

Goal 5: More livable Buffalo Grove community with leisure experiences for all

File Attachments

1. Andrew Stein Proclamation



BUFFALO GROVE

PROCLAMATION

RECOGNIZING TRUSTEE ANDREW STEIN'S SERVICE TO BUFFALO GROVE

WHEREAS, Trustee Andrew Stein's home was annexed into Buffalo Grove in March 2003 and;

WHEREAS, seeking to get involved in serving his community, Andrew Stein was appointed to the Village's Zoning Board of Appeals in May 2004 and;

WHEREAS, Andrew Stein served over six years in this capacity while simultaneously serving on the Appearance Review Commission and;

WHEREAS, Andrew Stein was first elected to the Village Board in 2011, and;

WHEREAS, during his tenure as Village Trustee, Andrew Stein has served as the liaison for various Buffalo Grove committees and commissions, including the Electrical Commission, the Board of Fire and Police Commissioners, the Health Board, the Rick Kahen Commission for Residents with Disabilities, the Planning and Zoning Commission, the Farmers Market Committee, and Buffalo Grove Days Committee; and

WHEREAS, Andrew Stein's service to his community extended beyond his work as Village Trustee, serving Buffalo Grove as a Scout leader for over 15 years, helping to shape the future leaders and young minds of our community; and

WHEREAS, Andrew Stein has been involved with the Link Together Coalition for over 15 years, working to prevent teen alcohol and drug abuse in his community by serving six years on the organization's executive board and one year as chair; and

WHEREAS, Trustee Andrew Stein has helped shape Buffalo Grove into the thriving community it is today, advocating for a business-friendly approach to promote economic and community development, supporting several large-scale development projects such as Woodman's grocery store and The Clove.

NOW THEREFORE, I, Eric Smith, Village President of the Village of Buffalo Grove, do hereby recognize Trustee Andrew Stein for his 21 years of service to the Village of Buffalo Grove, and present this proclamation as a token of our sincere appreciation for his selfless service to his community. **Presented this 19th day of May, 2025.**

Eric N. Smith
Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 4.e.

Appointment of the Village President Pro Tem

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to appoint Lester A. Ottenheimer as Village President Pro Tem

Summary

A Village President Pro Tem shall be appointed in accordance with Section 2. 02. 030 A of the Village Code which states that: "The Village President, by and with the advice and consent of the Board of Trustees, shall appoint the senior Trustee as President Pro Tem. Seniority shall be based on the most continuous time served as a Trustee. In the event that more than one Trustee has equal seniority, the Trustees having equal seniority shall draw lots to determine who shall hold the position of President Pro Tem."

Trustee Ottenheimer is the senior Trustee.

Strategic Alignment

Guiding Principle

N/A

Goal

N/A

File Attachments

None



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 4.f.

2025-2026 Village Board Portfolios

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends acceptance.

Recommended Motion

I move to accept the 2025-2026 Village Board Portfolios.

Summary

Village President Smith has assigned new Village Board portfolios.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Principle 3: Plan and Invest in the Future

Principle 4: High Performing Village Team

Principle 5: Partnership with Local Districts

Principle 6: Engages Our Residents

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

Goal 4: Vibrant and innovative community: leading edge

Goal 5: More livable Buffalo Grove community with leisure experiences for all

File Attachments

1. Board Portfolios 2025-26





2025-2026 VILLAGE BOARD PORTFOLIOS



**Village President
Eric Smith**

Alternate Liaison:
Joanne Johnson

Staff Liaison:
Dane Bragg

Partners with Government



Northwest
Municipal
Conference

Lake County
Municipal League

Library, Park,
Township, County,
and Schools



**Village Trustee
Les Ottenheimer**

Alternate Liaison:
Denice Bocek

Staff Liaison:
Nicole Woods

Plan and Invest in the Future



Planning and
Zoning Commission

Municipal Code
Updates

Economic
Development
Strategy

Comprehensive
Plan



**Village Trustee
Dave Weidenfeld**

Alternate Liaison:
Kevin Richards

Staff Liaison:
Mike Skibbe

Builds Our Community



RKCRD

Infrastructure
Modernization
Program

Community
Foundation

Development/
Redevelopment
Tools



**Village Trustee
Joanne Johnson**

Alternate Liaison:
Dave Weidenfeld

Staff Liaison:
Molly Gillespie

Engages Our Community



Communications

Community
Engagement

P-CORE

Citizen Surveys

Community
Events



**Village Trustee
Frank Cesario**

Alternate Liaison:
Dave Weidenfeld

Staff Liaison:
Chris Black

Fiscally Responsible and Sound Manner



Bond Rating

Police Pension
Fund

Fire Pension Fund

Budget/Audit

Purchasing



**Village Trustee
Denice Bocek**

Alternate Liaison:
Les Ottenheimer

Staff Liaison:
Katie Golbach

High-Performing Organization



Board of
Fire and Police
Commissioners

Succession Planning

Benefits and
Compensation

Human Resources

Innovative Initiatives



**Village Trustee
Kevin Richards**

Alternate Liaison:
Frank Cesario

Staff Liaison:
Chris Stilling

Outstanding Municipal Services



Ethics Commission

Health Commission

Information
Technology

Accreditation

Best Practices

Public Safety Awards

Golf

Farmers Market



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 4.g.

Appointment of Board, Commission, and Committee Members

Contacts

Liaison: President Smith

Staff: Kathryn Golbach

Staff Recommendation

Staff recommends acceptance.

Recommended Motion

N/A

Summary

Please see attached the 2025-2026 Board, Commission, and Committee appointment list.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Principle 3: Plan and Invest in the Future

Principle 4: High Performing Village Team

Principle 5: Partnership with Local Districts

Principle 6: Engages Our Residents

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

Goal 4: Vibrant and innovative community: leading edge

Goal 5: More livable Buffalo Grove community with leisure experiences for all

File Attachments

1. Boards Committee Commission Appointments List



2025-2026 Committees, Commissions, and Board Appointments

Board of Fire and Police Commissioners

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

Planning and Zoning Commission

- Mitchell Weinstein (Chair)
- Amy Au
- Adam Moodhe
- Neil Worlikar
- Marc Spunt
- Jason Davis
- Sujat Saxena
- Donald Schwartz
- Chad Gregory*

Health Commission

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

Farmers Market Committee

- Paulette Greenberg (Chair)
- Larry King
- Ed Muldoon

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

Rick Kahen Commission for Residents with Disabilities

Members

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

Volunteers

- Donna Garfield

Police Pension Board

- Jeffrey Feld
- Kenneth Fox

Firefighters Pension Board

- Christopher Black
- Larry Stanley

Ethics Commission

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

*New appointment



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 6.a. Zoll Lifesaving Award

Contacts

Liaison: Trustee Richards

Staff: Lawrence Kane

Staff Recommendation

Staff recommends presentation.

Recommended Motion

N/A

Summary

Background

Earlier this year, bystanders, Northwest Central Dispatch and members of the Wheeling and Buffalo Grove Fire Departments worked cooperatively to save the life of an unresponsive person. Without the cooperative actions of these individuals, the event would have resulted in a tragic outcome.

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services

Principle 4: High Performing Village Team

Principle 5: Partnership with Local Districts

Goal

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

Goal 3: Strengthened Buffalo Grove community identity and pride

File Attachments

None





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 8.a. O-2025-62

Ordinance Authorizing Execution of a three-year agreement with Stryker for medical equipment services

Contacts

Liaison: Trustee Cesario

Staff: Lawrence Kane

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve multiple service contracts with Stryker Medical Equipment for the care and maintenance of multiple pieces of medical equipment for a term of 3 years in an amount not to exceed \$34,489.35, pending Village Attorney review and approval.

Summary

Background

Stryker Medical Equipment is the supplier for much of the patient movement and care devices used on the Buffalo Grove Fire Department's emergency medical response units. The equipment requires regular care, maintenance and service, some of which is above the user experience level.

Service and maintenance includes cleaning, function checks and certification for use. These items would be covered by the three-year service contract as well as repairs covered by routine field use. The cost requested covers care and maintenance of the following items:

- 2 – Power load systems*
- 2 – Power cot systems*
- 4 – Stair Chairs
- 3 – LUCAS CPR devices

*One additional power load and power cot included with the recent ambulance purchase and the power load and cot for the new ambulance scheduled for delivery in Q3 2025 will be included in its purchase price.

Analysis

Regular care and maintenance are a requirement for proper and safe operation of our equipment as well as ensuring reliability. The items identified need to be inspected and

certified often depending on the repair work needed. These certifications can be costly as well as contribute to out-of-service time for equipment. The purchase of the service contracts provides Tier 1 (1st priority) service as well as includes the certification and testing depending on the service that is required.

Financial Impact

The financial impact of this agreement is not to exceed \$34,489.35 and was planned for in the 2025 budget process and is accounted for in Line item 100.40.510.10.

Next Steps

Pending Village Board approval and Village Attorney review, staff will enter into an agreement with Stryker Medical Equipment for the care, service and maintenance of 2 power load systems, 2 power cot systems, 4 stair chairs and 4 LUCAS devices in an amount not to exceed \$34,489.35.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Principle 3: Plan and Invest in the Future

Goal

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

File Attachments

1. Stryker Procure Warranty Ordinance
2. BG Discounted Procure
3. Standard Terms of Sale Original





ORDINANCE 2025-xxxx

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH STRYKER MEDICAL FOR A THREE-YEAR AGREEMENT FOR MEDICAL EQUIPMENT SERVICE AND REPAIR.

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

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

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

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

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

SECTION 2. The Village Manager is authorized to execute an agreement with Stryker Medical for service and repair work regarding the fire departments Stryker medical equipment for an amount not to exceed \$34,489.35 for the three year contract term, pending final review and approval by the Village Attorney.

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

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and 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



Buffalo Grove Fire 3 Yrs

Quote Number: 10941078

Version: 1

Prepared For: BUFFALO GROVE FIRE DEPT

Attn:

Rep: Savannah Johnson

Email:

Phone Number:

GPO: EMS

Quote Date: 03/27/2025

Expiration Date: 06/25/2025

Contract Start: 03/28/2025

Contract End: 03/27/2028

Service Rep: Josh Chromek

Email: joshua.chromek@stryker.com

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	BUFFALO GROVE FIRE DEPT	Name:	BUFFALO GROVE FIRE DEPT	Name:	BUFFALO GROVE FIRE DEPT
Account #:	20064958	Account #:	20064958	Account #:	20064958
Address:	1051 HIGHLAND GROVE DR	Address:	1051 HIGHLAND GROVE DR	Address:	1051 HIGHLAND GROVE DR
	BUFFALO GROVE		BUFFALO GROVE		BUFFALO GROVE
	Illinois 60089-7026		Illinois 60089-7026		Illinois 60089-7026

ProCare Products:

#	Product	Description	Months	Qty	List Price	Discount %	Sell Price	Total
1.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	36	1	\$2,352.00	25.0%	\$5,292.00	\$5,292.00
2.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	36	1	\$1,656.00	25.0%	\$3,726.00	\$3,726.00
3.0	STR-CHAIR-PROCARE	PROCARE-SVC-STAIR-CHAIR ✓ Parts, Labor, Travel ✓ Preventative Maintenance	36	4	\$316.00	25.0%	\$711.00	\$2,844.00
4.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	36	1	\$1,779.00	15.0%	\$4,536.45	\$4,536.45
5.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	36	2	\$1,779.00	15.0%	\$4,536.45	\$9,072.90
6.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	36	1	\$2,352.00	25.0%	\$5,292.00	\$5,292.00
7.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO ✓ Parts, Labor, Travel ✓ Preventative Maintenance ✓ Batteries Service	36	1	\$1,656.00	25.0%	\$3,726.00	\$3,726.00
ProCare Total:								\$34,489.35



Buffalo Grove Fire 3 Yrs

Quote Number: 10941078

Version: 1

Prepared For: BUFFALO GROVE FIRE DEPT

Attn:

Rep: Savannah Johnson

Email:

Phone Number:

GPO: EMS

Quote Date: 03/27/2025

Expiration Date: 06/25/2025

Contract Start: 03/28/2025

Contract End: 03/27/2028

Service Rep: Josh Chromek

Email: joshua.chromek@stryker.com

Price Totals:

Authorized Customer Signer (Printed)

Date

Stryker Authorized Signature (Printed)

Date

Authorized Customer Signature

Date

Stryker Authorized Signature

Date

Purchase Order Number



Buffalo Grove Fire 3 Yrs

Quote Number:	10941078		
Version:	1		
Prepared For:	BUFFALO GROVE FIRE DEPT	Rep:	Savannah Johnson
	Attn:	Email:	
		Phone Number:	
GPO:	EMS	Service Rep:	Josh Chromek
Quote Date:	03/27/2025	Email:	joshua.chromek@stryker.com
Expiration Date:	06/25/2025		
Contract Start:	03/28/2025		
Contract End:	03/27/2028		

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-POWER-LOAD	2109012400173
2.0	PROCARE-SVC-POWERPRO	2103020700069
3.0	PROCARE-SVC-STAIR-CHAIR	2208010000459
3.0	PROCARE-SVC-STAIR-CHAIR	2208010000462
3.0	PROCARE-SVC-STAIR-CHAIR	2208010000461
3.0	PROCARE-SVC-STAIR-CHAIR	2208010000460
4.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	35185919
5.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520K289
5.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520K292
6.0	PROCARE-SVC-POWER-LOAD	150139166
7.0	PROCARE-SVC-POWERPRO	150139286

Purchase Order Form



Account Manager Savannah Johnson
Cell Phone 616-258-9426

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 10941078

Check box if Billing same as Shipping ☒

BILL TO	CUSTOMER #	20064958
Billing Account Num	20064958	
Company Name	BUFFALO GROVE FIRE DEPT	
Contact or Department		
Street Address	1051 HIGHLAND GROVE DR	
Add'l Address Line		
City, ST ZIP	BUFFALO GROVE IL 60089-7026	
Phone	847-777-6109	

SHIP TO	CUSTOMER #	20064958
Shipping Account Num	20064958	
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <u>10941078</u>	<u>11</u>	<u>34,489.35</u>

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name Lisa Henson
Title Provider EMS Coordinator
Signature _____
Date _____

Attachment Stryker Quote Number 10941078

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

STANDARD TERMS OF SALE (US)

- 1. General.** All sales of Products distributed by Stryker in the United States are subject to the following terms and conditions. In these “Standard Terms of Sale”, “Stryker” means Stryker Corporation and any of its affiliates providing Products to Customer, goods and services sold by Stryker are referred to as “Products”, and the purchaser of the Products is referred to as the “Customer.” Stryker and Customer are herein collectively referred to as “Parties”.
- 2. Price and Taxes.**
 - 2.1. Prices shown on Stryker invoices are net of discounts provided at the time of purchase and Products listed on an invoice may be subject to additional rebates or discounts, for which separate documentation is provided by Stryker. Customer must: (i) claim the value of all rebates and/or discounts in Customer’s fiscal year earned or the immediately following fiscal year; (ii) properly report and appropriately reflect and allocate prices paid net of all discounts and rebates in Medicare/Medicaid cost reports and all claims for payment filed with third party payors as required by law or contract; and (iii) provide agents of the U.S. or a state agency with access to all information from Stryker concerning discounts and rebates upon request.
 - 2.2. Stryker’s price does not include sales, use, value added, franchise, gross receipts, profits, excise, privilege, occupation, personal property, withholding and all other federal, state or local or foreign taxes, import or customs fees and duties associated with an order, however designated (collectively, “Taxes”). Customer will be liable for all Taxes, whether or not Stryker invoices Customer for such Taxes (unless Customer will provide Stryker at the time an order is submitted with an exemption certificate or other documents acceptable to taxing or customs authorities).
- 3. Payment Terms.** Unless otherwise provided on Stryker’s invoice, invoices must be paid in full by Customer thirty (30) days after the date of Stryker’s invoice. Any amount not paid on time may be subject to a late fee of 1.5% per month prorated (18% per annum), or the maximum interest rate allowable by law, whichever is the highest. Stryker, in its sole discretion, reserves the right to change terms of payment and/or discontinue further shipments or suspend services, without prejudice to any other lawful remedy, in the event that: (i) the sale would cause to be exceeded any credit limit that Stryker will have extended to Customer under Section 4 below; (ii) if at any time Stryker determines that Customer’s financial condition or credit rating does not justify a sale on credit; or (iii) Customer is at any time in default in any indebtedness or obligation that Customer owes to Stryker. Stryker may require advance payment or may ship Cash on Delivery (“COD”). Payment must be made to Stryker at the location designated in Stryker’s invoice. Customer must notify Stryker in writing of any disputed invoice within fifteen (15) days of its receipt. The writing must provide Stryker with sufficient detail regarding the basis and amount of the dispute. If Customer does not dispute an invoice within fifteen (15) days of its receipt, such invoice will be deemed to have been approved and accepted by Customer.
- 4. Credit Policies.** Based upon Customer’s financial position and payment history, Stryker may, in Stryker’s sole discretion, assign Customer a credit limit. Customer’s total pending orders and outstanding accounts payable to Stryker must remain within the amount of the credit limit. Stryker may at any time, in Stryker’s sole discretion, modify or discontinue Customer’s credit limit or modify Stryker’s credit terms and other credit policies. Neither this paragraph nor any other provision of these Standard Terms of Sale makes Customer a dealer or distributor of Stryker or obligates Stryker to sell any Products to Customer.
- 5. Delivery, Title and Risk of Loss.** Unless otherwise provided on an invoice, or except for Products purchased on a consignment basis, all Products purchased directly from Stryker will be shipped F.O.B Origin, freight, insurance and handling prepaid and added to the invoice. Title and risk of loss transfer to Customer upon Stryker’s delivery of the Products to a common carrier. Shipping and delivery dates are estimates only, and time is not of the essence. Stryker may ship all the Products at one time or in portions. Stryker will have the right to determine the method of shipment and routing of the Products, unless Stryker agrees otherwise in writing. Stryker will not utilize Customer’s designated third party freight management service to ship Product. All Products will be shipped to the address indicated in the “ship to” portion of Customer’s purchase order. Stryker reserves the right to refuse to ship the Products to third parties.
- 6. Consignment and Loaned Instrumentation.** To the extent Products are consigned or loaned to Customer, the additional terms and conditions set forth in in [Appendix 1](#) hereto will apply.
- 7. Stryker Communications Products.** To the extent Products purchased by Customer include equipment and installation services provided by Stryker’s Communications division, the additional terms and conditions set forth in [Appendix 2](#) hereto will apply.
- 8. Trade-in Equipment.** If applicable, any trade-in discount offered by Stryker and may be reflected on an invoice is an additional discount given by Stryker as a result of trade-in equipment remitted to Stryker by Customer at Customer’s request. Customer transfers and delivers unto Stryker all of Customer’s rights, title and interest in and to such trade-in equipment and all trade-in equipment must be shipped, at Customer’s expense, to the address designated by Stryker within the time period agreed to by the Parties. All trade-in equipment must be appropriately packaged, consistent with Stryker’s instructions or if such instructions have not been provided, with good commercial practice. Customer assumes responsibility for shipment of trade-in equipment to Stryker and for risk of loss or damage during shipment. Trade-in equipment must be accompanied by a copy of the purchase order or the trade-in order number. Failure to return trade-in equipment in accordance with these instructions may result in forfeiture of the trade-in discount, for which Stryker will bill Customer, to be paid by Customer in accordance with Section 3.
- 9. Service Providers.** In the event Customer utilizes any supply chain solutions and/ or invoicing systems (“Service Provider”) other than GHX, Stryker is not responsible for any fees associated with such Service Provider. Notwithstanding the foregoing if Customer

utilizes a Service Provider at Customer's own cost, Stryker requires a separately executed agreement between Stryker and such Service Provider which shall require the Service Provider to maintain the confidentiality of Stryker's proprietary or confidential information ("**Confidential Data**") and prohibits Service Provider from (i) disclosing and/or selling any data disclosed to a third party or (ii) using it for the sole purpose of obtaining benchmarking analysis. Customer represents and warrants that any data disclosed to Service Provider will be protected by confidentiality language no less stringent than in these Standard Terms of Sale and also including the following limitations: Confidential Data shall not be sold to a third party or used for the any purpose other than for the reason it was disclosed (e.g., billing and/or invoicing).

10. Product Training. Stryker may provide technical training, including both initial training for new users and supplemental training for existing users, as needed to promote the safe and effective use of its Products sold to Customer. Such technical training will be provided for any health care practitioner who uses or intends to use the Product and is employed by, or is on the active medical staff of, Customer. If Stryker provides the technical training to a health care professional, it may pay for or reimburse the reasonable expenses, including meals, lodging and transportation, actually incurred by eligible recipients in connection with the technical training provided under this paragraph. Such training is not deemed a condition precedent to sale of the Products or Customer's acceptance thereof.

11. Warranties, Return Policies and Maintenance.

- 11.1. In addition to Stryker's current standard Product warranties, if applicable, Stryker warrants that: (i) it has good title to Products shipped directly to Customer, free of all liens, claims and encumbrances; and (ii) the Products, at the time of sale, meet applicable FDA clearance or approval (as applicable) necessary for commercial sale. Notwithstanding the foregoing clause (i), Customer agrees that Stryker will retain a purchase money security interest in the Products, and to any proceeds from the disposition of such Products, until the purchase price and other charges due Stryker have been paid in full. Upon any default by Customer hereunder, Stryker will have any and all rights and remedies of secured party under the Uniform Commercial Code which right will be cumulative.
- 11.2. THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.1 AND STRYKER'S STANDARD PRODUCT WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS SOLD TO CUSTOMER AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
- 11.3. Products returned by Customer for credit, replacement and/or repair will be at Stryker's sole discretion and in accordance Stryker's applicable return policy.
- 11.4. Stryker's standard Product warranties and return policies can be found at www.stryker.com/returnpolicy. Stryker's Product warranties apply only to (i) the original end-user purchaser of Products directly from Stryker or its authorized distributors and (ii) Products manufactured by Stryker. Unless otherwise agreed to in writing by Stryker, non-Stryker Products are sold "as-is" with no warranty of any kind, express or implied.
- 11.5. In addition to Stryker's standard Product warranties, service plans for repairs and maintenance may be purchased at any time for a number of Stryker's capital equipment Products. These special service plans cover repair and/or maintenance that the designated piece of equipment may require during the term of the service plan contract. Specific service plan details are available through your local Stryker sales representative. Stryker's service terms and conditions are set forth in **Appendix 3** hereto.
- 11.6. Customer agrees that Stryker may monitor use of the Products, and services provided through the Products, by Customer and users and collect and use Stryker Data, including to compile information related to the provision, operation or use of a Product, facilitate the provision of support, consulting, training and other services, and verify compliance with the terms of this Standard Terms of Sale. Stryker may use and make publicly available, Stryker Data to the extent and in the manner permitted under applicable law. Stryker owns Stryker Data, and Customer grants Stryker a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer's Content incorporated within the Stryker Data. "**Stryker Data**" means any data relating to or arising from the business operations or plans, services and products of Stryker or the performance or use of the Products or that may aid Stryker in optimizing resources and support; may be used to improve products or services, may be used in research and development regarding products or services; may be used in verification of security and data integrity of products or services or in resource planning, industry trends, benchmarking, or contract administration (e.g., data used for sales compensation), and any Personal Information that is aggregated and not identified or identifiable to any individual.

12. Software License.

- 12.1. Certain Products contain software that is installed into the Products by Stryker. Stryker owns this software and each sale of a software-containing Product is not a sale of such software; it includes only a license to use the software in the Product in which the software was initially installed solely in accordance with the documentation provided with such Product. The license for any such software may be embedded in the equipment, the product documentation or available on <https://www.stryker.com/us/en/legal/it.html> and shall automatically apply to such product on first use of the product. ANY SOFTWARE LICENSE PROVIDED BY STRYKER DOES NOT EXTEND TO ANY MAINTENANCE OR SERVICE SOFTWARE SHIPPED TO OR LOCATED AT CUSTOMER'S PREMISES WHICH IS INTENDED TO ASSIST STRYKER EMPLOYEES OR AGENTS IN THE INSTALLATION, TESTING, SERVICE, AND MAINTENANCE OF ANY PRODUCT. CUSTOMER ACKNOWLEDGES THAT SOFTWARE PROVIDED WITH A PRODUCT MAY CONTAIN THIRD PARTY SOFTWARE (INCLUDING BUT NOT LIMITED TO OPEN SOURCE SOFTWARE LICENSES), AND THAT SUCH SOFTWARE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE APPLICABLE LICENSE THAT ACCOMPANIES IT. A LIST OF OPEN SOURCE SOFTWARE USED IN STRYKER PRODUCTS AND THEIR APPLICABLE LICENSES MAY BE FOUND AT <https://www.stryker.com/us/en/legal/it.html>.

- 12.2. Any license granted by Stryker to use the software contained in its Products does not give the licensee the right to copy, alter, disassemble, reverse engineer, create derivative works of such software or to use such software in either original or modified form in any product other than the Stryker Product in which the software was initially installed by Stryker. Such use is strictly prohibited.
- 12.3. Prior to delivering a Product containing software, Stryker may, but is not required to, require Customer to execute a license agreement to acknowledge the terms of this Section 12 and any additional terms under which Stryker may elect to license its software. If a Customer elects not to sign a license agreement, Stryker reserves the right to cancel the order for the Product containing the software. If Customer accepts a Product without agreeing to any additional licensee agreement, Customer is still bound by the license term set forth herein. If Customer receives a Stryker Product without executing a license, the Customer is still bound by the applicable license.

13. Indemnity.

- 13.1. Stryker agrees to indemnify Customer from any third party liability ("Claims") which Customer suffers directly as a result of: (i) a defect in workmanship of the Products that are manufactured by Stryker; or (ii) if applicable, a defect in the reprocessing services, for any Products that are subject to Stryker's reprocessing services. This indemnification does not apply to Claims arising from: (a) an injury due to the negligence of any person other than an employee or agent of Stryker; (b) the failure of any person other than an employee or agent of Stryker to follow any labeling, manuals and/or instructions for use of the Products; (c) the use of any product (or any accessories) not purchased from Stryker; or (d) Product that has been modified, altered, or repaired by any person other than an employee or agent of Stryker. Customer agrees to indemnify Stryker against any Claims to the extent arising from (a) through (d) above due to the negligent acts or omissions of Customer or its officers, employees, representatives or agents. The rights and obligations relating to indemnification for any Claims relating to a Product are expressly defined only by these Standard Terms of Sale.
- 13.2. Stryker's indemnification obligations under this Section 13 are conditioned on Customer promptly providing Stryker with timely written notice of any Claim for which indemnification is sought. Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent (which will not be unreasonably withheld).

14. Insurance.

- 14.1. Stryker will maintain general liability insurance, including coverage for products and completed operations liability, auto liability insurance and workers' compensation and employer's liability insurance subject to appropriate limits covering claims alleging negligence by or liability of Stryker that might arise out of Stryker's execution under these Standard Terms of Sale. To the extent permitted by applicable laws and regulations, Stryker has the right to comply with this requirement through a program of self-insurance. When requested by Customer in writing, Stryker will furnish an insurance certificate or other documentation evidencing the insurance or self-insurance coverage required above.
- 14.2. Customer will maintain appropriate types of liability insurance subject to appropriate limits covering claims alleging negligence by or liability of Customer that might arise out of purchases of Products by Customer hereunder, including liability arising out of Customer's indemnity obligations set forth in Section 13 above. When requested by Stryker in writing, Customer will provide a certificate of insurance evidencing such coverage.

15. Limitation of Liability. STRYKER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THESE STANDARD TERMS OF SALE (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) WILL NOT EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCTS MINUS DEPRECIATION OR IN THE CASE OF SERVICES, SERVICE FEES PAID BY CUSTOMER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. NEITHER PARTY WILL BE ENTITLED TO, NOR WILL BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS OR REVENUE OR BUSINESS INTERRUPTION.

16. Confidentiality. Stryker and Customer: (i) will hold in strictest confidence Product pricing, proposals, invoices and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; (ii) hereby covenant that, subject to Section 2.1, they will not disclose such information to any third party without prior written authorization of the one to whom such information relates; and (iii) agree that any breach or threatened breach of this section may cause irreparable harm, that a remedy at law will be inadequate to remedy such a breach or threatened breach, and that this section will be enforceable by way of a restraining order or injunction, without the necessity of posting a bond, in addition to any other available legal remedies.

17. Default. In the event of Customer's default in payment for the Products purchased hereunder, Customer will be responsible for all reasonable costs and expenses (including reasonable attorney's fees) incurred by Stryker in collection of any sums owing by Customer, and Stryker will not be obligated to make any further deliveries to Customer. Should Customer elect to cancel its order, in whole or in part, Customer will be liable to Stryker for any non-refundable deposits and reasonable cancellation charges that will include, but not be limited to, all costs and expenses incurred by Stryker in connection with procuring and filling Customer's purchase order.

18. Unavoidable Delay. If Stryker is not able to finish and deliver the Products to Customer on time because of anything that Stryker cannot control (such as act of God, casualty, labor trouble, accidents or unavailability of supplies or transportation), then the estimated delivery time will be extended accordingly, and Stryker will not be liable to Customer for any damages that the delay causes.

- 19. Compliance with Law; Not For Resale or Export.** Customer represents and warrants that it: (i) will comply with all applicable laws and regulations of the various states and of the United States in the use of the Products; and (ii) is buying Product(s) for its internal use only, and not for resale or export.
- 20. Miscellaneous.** These Standard Terms of Sale constitute the entire agreement between the Parties with respect to the purchase of Products, and any modification or amendments must be in writing and signed by both Parties. The Standard Terms of Sale are in lieu of and replace any and all terms and conditions set forth in any documents issued by Customer. In the event the Parties enter into a written agreement with respect to the purchase of Products and there is a conflict between the written agreement and these Standard Terms of Sale, the terms and conditions of such written agreement shall govern. Any additional, different, or conflicting terms and conditions on any such document issued by Customer at any time are hereby rejected by Stryker and will not be binding in any way on Stryker. Neither Party will transfer or assign any or all of its rights or interests, or delegate any of its obligations, hereunder, without the prior written consent of the other Party (which consent will not be unreasonably withheld); provided, however, Stryker may assign its rights or interests, or delegate its obligations, in whole or in part, to any of its affiliates without the prior consent of Customer. The Standard Terms of Sale will be binding upon, will inure to the benefit of, and be enforceable by permitted successors and assigns of the Parties. The rights and remedies conferred under these Standard Terms of Sale apply only to Stryker and Customer and will not be construed to inure to the benefit of or provide any right of action to any other person, including without limitation any patient or third-party payor. In the event that any provision of these Standard Terms of Sale is determined to be unenforceable or invalid, such provision will nonetheless be enforced to the fullest extent permitted by applicable law, and such determination will not affect the validity and enforceability of any other remaining provisions. These Standard Terms of Sale will be governed by and construed in accordance with the laws of the State of Michigan as applicable to contracts made and to be performed in that state, without regard to conflicts of laws principles.
- 21. Professional Services.** Stryker may provide professional services to Customer, including, but not limited to, consulting, advisory, program development and implementation and data analytics services. Such services are only provided to Customer, and governed by, separate services contracts entered into by Stryker and Customer and are not subject to these Standard Terms of Sale.

APPENDIX 1 - CONSIGNMENT AND LOANED INSTRUMENTATION TERMS

1. Consignment.

- 1.1. Stryker will place at Customer's facility on a consignment basis, such quantities and types of Product as Customer and Stryker may mutually agree upon (the "**Consigned Inventory**"). The initial quantities, types and applicable par levels for Consigned Inventory (and any future modification thereto) will be agreed upon in writing by the Parties. Customer must provide appropriate space to store and safeguard the Consigned Inventory. Customer fully acknowledges and accepts complete responsibility for the Consigned Inventory and agrees to handle and store the Consigned Inventory in compliance with all applicable Product labeling, laws and regulations. Customer agrees to maintain protocols and/or procedures to ensure compliance with the same.
- 1.2. All Consigned Inventory is the property of Stryker until withdrawn by Customer; however, Customer accepts all risk of loss and full responsibility for the condition of any shortages in and the payment for all Consigned Inventory which may be used, opened, lost, or damaged. Customer must return to Stryker all damaged Consigned Inventory, and Stryker will arrange to have the damaged items destroyed. Customer must use reasonable efforts to: (i) identify all Consigned Inventory as being the property of Stryker and label it separately by Stryker division within Customer's storerooms and operating rooms; (ii) separate Consigned Inventory from property of Customer (including products housed in inventory carts); and (iii) maintain complete and accurate records concerning the Consigned Inventory.
- 1.3. Customer, in its sole discretion, will determine whether to withdraw items of Consigned Inventory. As a Product is withdrawn from the Consigned Inventory, the Product will be deemed to have been purchased by Customer, title in the Product will pass to Customer and title in the sale proceeds will vest in and belong to Stryker. Within two (2) business days from the withdrawal from Consigned Inventory, Customer must issue to Stryker a purchase order for such withdrawn Product. In the event Customer fails to issue a purchase order to Stryker, Stryker, at its option, may place Customer on credit hold and remove Consigned Inventory from Customer's facility. Customer acknowledges that Stryker incurs substantial administrative costs when purchase orders are delayed beyond the purchase order issuance timeframe set forth herein. Stryker shall assess, and Customer shall pay, an administrative surcharge for the delayed issuance of purchases orders as follows (the "**Administrative Surcharge**"): 2% of the purchase order amount for a purchase order issued one to five (1-5) days late; 5% of the purchase order amount for a purchase order issued six to ten (6-10) days late; 8% of the purchase order amount for a purchase order issued eleven to fifteen (11-15) days late; 10% of the purchase order amount for a purchase order issued sixteen (16) or more days late.
- 1.4. Stryker may conduct an audit (including a physical inventory) of the Consigned Inventory during business hours upon 24 hours' notice to Customer. In the event that Stryker's audit of the Consigned Inventory concludes that inventory is missing, Customer agrees that it will pay to Stryker any monies which are due and owing based on the missing inventory. In the event that Stryker's audit of the Consigned Inventory concludes that a surplus exists, Stryker will adjust Consigned Inventory par levels as necessary to reflect the levels as determined by the audit. Customer and Stryker agree to meet within fifteen (15) days after an audit has been completed by Stryker to resolve whether a surplus or a shortfall exists.
- 1.5. In the event the Consigned Inventory includes human tissue grafts, Customer agrees to: (i) comply with all applicable federal and state laws and regulations relating to the consigned human tissue grafts, including, without limitation, all applicable tissue tracking requirements and applicable standards and guidelines adopted by the American Association of Tissue Banks; and (ii) control the consigned human tissue grafts according to temperature requirements and JCAHO Tissue and Issuance Standards 17.10, 17.20, and 17.30.
- 1.6. Upon notice or expiration or termination of a consignment arrangement, Customer will, within ten (10) days, deliver as directed by Stryker all Consigned Inventory then in the possession or control.

2. Loaned Instrumentation. If applicable, Stryker may provide certain of its non-disposable orthopaedic surgical instruments ("**Instrumentation**") to Customer as follows:

- 2.1. Stryker will place at Customer's facility on a loaned basis, such quantities and types of Product or Instrumentation as Customer and Stryker mutually agree upon (collectively, the "**Loaned Inventory**").
- 2.2. Customer will have no ownership interest in the Instrumentation; however, Customer is responsible for maintaining the Instrumentation in good condition and for using reasonable care in its handling and storage. Customer will be responsible for any loss of or damage to the Instrumentation. Customer must use reasonable efforts to (i) identify all Loaned Inventory as being the property of Stryker, (ii) separate Loaned Inventory from other property of Customer, and (iii) maintain complete and accurate records concerning the Loaned Inventory.
- 2.3. Except as otherwise provided, Instrumentation will be provided by Stryker on a loaned basis at no additional cost or expense to Customer except as noted in the preceding paragraph. The Instrumentation provided is restricted for use with the Products only and is not separately reimbursable and has no independent value. Customer will maintain appropriate property insurance on the Instrumentation during the term of any Instrumentation loan arrangement to provide coverage against loss by theft, fire damage, acts of nature or other cause. Upon request by Stryker, Customer will provide a certificate of insurance evidencing such coverage, which will name Stryker as a named insured and loss payee, as its interests may appear.
- 2.4. Upon expiration or termination of an Instrumentation loan arrangement, Customer shall with ten (10) days, deliver by Stryker all Loan Inventory then in its possession or control.

APPENDIX 2 – STRYKER COMMUNICATIONS EQUIPMENT PURCHASE AND INSTALLATION SERVICES TERMS

The terms of this Appendix 2 will apply to Customer's purchase of Stryker Communications equipment ("**Equipment**") and any related services from Stryker's Communications division. In the event of a conflict or inconsistency between the Standard Terms of Sale and this Appendix 2, relative to Equipment and services sold by the Communications division only, this Appendix 2 will govern. Stryker Communications may offer standalone software products to Customer. Such software is only licensed to Customer, and governed by, separate software license agreements entered into by Stryker Communications and Customer and are not subject to these Standard Terms of Sale, including this Appendix 2.

1. **Equipment Purchases.**

1.1. **Payment Terms:**

- 1.1.1. **Deposit:** A non-refundable deposit of fifty percent (50%) of the Equipment purchase price will be due upon Stryker Communications acceptance of Customer's purchase order ("**Deposit**").
- 1.1.2. **Additional Payments:** Additional payments for Equipment will be invoiced upon Stryker Communications shipment of the Equipment and are payable by Customer in accordance with the Standard Terms of Sale.
- 1.1.3. **Engineering Services:** Charges for any Engineering Services (as defined in Section 1.3 below) will be invoiced by Stryker Communications as they are performed, or upon shipment of Equipment to Customer, whichever is later. Such invoices are payable by Customer in accordance with the Standard Terms of Sale.
- 1.1.4. **Contingency:** Customer may elect to include a contingency charge amount on its purchase order that may be applied as a credit for potential future changes or additions to the Stryker Communications Equipment that Customer wishes to purchase ("**Contingency Charge**"). If Customer elects to make such a change or addition, any charges for such change or addition will be added to the Equipment purchase price and will be deducted from the Contingency Charge until such Contingency Charge is exhausted. Customer may make changes or additions in an amount up to the then current balance of the Contingency Charge without initiating the Change Order process as further described in Section 1.4 below. Pricing for all Equipment changed or added in such a way will be at a discount off Stryker Communications list price equivalent to the discount provided on the applicable purchase order. In the event of an unapplied Contingency Charge balance upon completion of the order, Customer will not be obligated to pay such amount. Unapplied Contingency Charge balances may be cancelled upon written request from the Customer.

1.2. **Shipment and Installation Dates:**

- 1.2.1. The Parties agree to estimate the date that installation of the Equipment will occur (the "**Anticipated Installation Date**"). The actual dates of shipment will be mutually agreed upon between Stryker Communications and Customer ("**Shipment Date**"); provided, however, that the Anticipated Installation Date may not be changed less than eight (8) weeks prior to the scheduled Anticipated Installation Date. Stryker Communications will use its commercially reasonable best efforts to meet all Shipment Dates requested by Customer. Customer understands that production and installation scheduling will not occur until Stryker Communications' receipt of: (i) Customer's deposit payment pursuant to Section 1.1.1; and (ii) a completed shipment and installation date confirmation form. If Customer requests a rescheduling of the installation date with less than eight (8) weeks' notice prior to the Anticipated Installation Date, Customer agrees to accept all shipments of ordered Products no later than the original installation date and, if necessary, make necessary arrangements for storage of the Stryker Communications Equipment at Customer's expense until the rescheduled installation date.
- 1.2.2. If Customer delays or extends shipment or installation of the Equipment, Customer will arrange for and notify Stryker Communications of the place or places to which Stryker Communications will ship the Equipment for storage at Customer's expense and all risk of loss or damage to the Equipment will be the responsibility of the Customer. Stryker Communications will invoice Customer for the Equipment upon shipment and Customer agrees to pay such invoice in accordance with the Standard Terms of Sale.
- 1.3. **Engineering Services:** Stryker Communications agrees to provide the engineering services described in the project proposal provided to Customer, if any, subject to the terms and conditions hereof ("**Engineering Services**").
- 1.4. **Change Orders:** Options, upgrades and additions to Stryker Communications Equipment may be available ("**Change Orders**"). Change Orders will require a new purchase order or an addendum to the original purchase order, which could result in changes to the total purchase price. Change Orders made less than eight (8) weeks prior to the scheduled installation date may result in shipping delays and additional expenses for expedited shipping.

2. **Installation Services:** Charges for Installation Services (as defined in Section 2.2 below) will be invoiced upon Customer Acceptance (as defined in Section 2.2 below). If installation of the Equipment is completed in phases at Customer's request, Stryker Communications will invoice Customer separately for the Installation Services provided in each phase. Such invoices are payable by Customer in accordance with the Standard Terms of Sale.

- 2.1. **Customer Acceptance:** Acceptance of Installation Services will occur on the earlier of the following: (i) Stryker Communications' receipt of a "Customer Acceptance Form" signed by Customer; (b) clinical utilization of Stryker Communications Equipment by Customer; or (iii) fifteen (15) days after the completion of installation of Stryker Communications Equipment ("**Customer Acceptance**").
- 2.2. **Installation Services:** The Installation Services to be provided by Stryker in connection with Stryker Communications Equipment are further defined in the project proposal provided to Customer (the "**Installation Services**"). Customer's proposal should state whether

installation pricing includes work on nights, weekends, multiple trips (e.g. phased project installations), and/or union support. If not explicitly noted, Installation Services are presumed to include regular working hours, single phase, and no union support. Please consult the appropriate Stryker Communications Sales Representative with any questions. If additional Installation Services are required: (i) because of Customer's failure to complete its Pre-Installation Responsibilities described below in Section 2.4.2; (ii) because of a Customer requests to install in a manner dissimilar to that quoted (e.g. weekends only); or (iii) if the installation date is rescheduled with less than eight (8) weeks' notice prior to the Anticipated Installation Date, Stryker Communications may, at its discretion, invoice Customer an additional \$1,500 per day per installation technician.

2.3. **Stryker Responsibilities**

- 2.3.1. **Pre-Installation Meeting Responsibilities:** Stryker Communications will facilitate an Equipment pre-installation planning meeting to be held at Customer's site before construction begins. At, or before this meeting, Stryker Communications will provide Customer and Customer representatives with Stryker Communications Equipment pre-installation guide ("**Pre-Installation Guide**"). Additional detailed pre-installation requirements are included in the Pre-Installation Guides. All pre-installation work performed must adhere to the Pre-Installation Guide. Stryker Communications will schedule and lead the discussions and review the Drawings (as defined in Section 2.4.2 below) with Customer's Project Manager, Clinical Department Manager and representatives from all installing contractors. Stryker Communications will schedule and lead the discussion and review of the Pre-Installation Guide and designation of exact responsibilities of all contractors. Stryker Communications will schedule and lead the discussion of mounting plate(s) placement, pre-install design specifications and routing requirements of all applicable services.
- 2.3.2. **Layout/Placement Drawings:** Stryker Communications will provide final Equipment layout/placement drawings ("**Drawings**") for review within five (5) business days of acceptance of purchase order and Deposit payment. The Drawings will include Product placement and configuration of services. Within six (6) weeks after acceptance of Customer's purchase order and no less than fourteen (14) weeks before the scheduled Shipment date, Customer must deliver to Stryker Communications a copy of the signed Drawings, which have been approved by the Customer's Project Manager and the Clinical Department Manager (or respective designees). Customer understands Stryker Communications will not schedule production until the signed Drawings are received by Stryker Communications; and Stryker Communications is not responsible for any direct or indirect costs related to resulting delays.
- 2.3.3. **Inspection and Evaluation Responsibilities:** Stryker Communications will review superstructure requirement (e.g. weights and moments) with Customer's contractors and Project Manager. When requested, Stryker Communications will provide Customer with knowledgeable third-party resources regarding superstructure. Any consulting done with said third parties will be at the Customer's expense. Stryker Communication will review equipment installation procedures and process with Customer. Stryker Communications will track construction schedules and make certain both Parties are adhering to originally agreed upon timelines. Stryker Communications will provide Customer with specifications necessary to order applicable network services (obtaining and payment for these services are the Customer's responsibility).
- 2.3.4. **Installation Responsibilities:** Stryker Communications is responsible for the Equipment installation responsibilities as stated in the Pre-Installation Guide (these responsibilities apply only to purchased Stryker Communications Equipment unless otherwise agreed upon in the project proposal).
- 2.3.5. **Technical Support:** Technical phone support for trouble shooting and technical questions on the Equipment is available at no charge to Participant during the applicable warranty period. Technical phone support for trouble shooting and technical questions is available 8:00 a.m. to 5:00 p.m. CST Monday- Friday. Additional service and support packages, if not purchased under this Agreement, are available at Stryker Communications then-prevailing rates for such services. Please contact your Stryker Communications Sales Representative for more information.

2.4. **Customer Responsibilities**

- 2.4.1. **Customer Pre-Installation Meeting Responsibilities:** Customer commits to: (i) ensure representatives of Customer's contractors (e.g. electrical, mechanical, gas installer, architect, structural engineer) and Customer's Project Manager, Clinical Department Manager, and any other appropriate Customer personnel are in attendance at all meetings; (ii) provide final completion dates for completion of electrical panel test, gas performance test, and superstructure; (iii) obtain all necessary permits, inspections and/or licenses related to the proposed work; (iv) ensure that the superstructure meets the Stryker Communications requirements; (v) ensure that all Customer requirements in the Pre-Installation Guides have been addressed; and (vi) provide network access (as applicable).
- 2.4.2. **Customer Pre-Installation Responsibilities:** Prior to installation date, Customer agrees to: (i) remove all old Equipment from the installation area and transport to Customer's disposal area; (ii) provide ready access to installation site(s) for Stryker Communications personnel; (iii) ensure that the installation site has been prepared in compliance with Stryker Communications specifications as detailed in the Pre-Installation Guides, (including the installation of mounting ring and other support apparatus for the Equipment); (iv) ensure all conduits and gas installation provided by Customer's contractors are installed as specified in the Drawings and any applicable architectural drawings; (v) ensure Equipment shipping containers (unopened) are in the installation location (including endoscopic equipment, if applicable); (vi) ensure that AC electrical circuits are installed as provided in the Pre-Installation Guides; and (vii) ensure data and other rough-in requirements specified in the Pre-Installation Guides are connected, working and complete. Customer understands and agrees to complete and send to Stryker Communications the install and ship confirmation form at least eight (8) weeks prior to installation date.
- 2.4.3. **Customer Installation Responsibilities:** Customer responsibilities include: (i) arrange for a locally certified electrician to complete electrical power connections to Stryker Communications Equipment; (ii) arrange for a locally certified medical gas technician to test gas connections in Stryker Communications Equipment; (iii) ensure that the Customer designated staff members who are responsible for Product maintenance are available for instruction on basic maintenance procedures; and (iv)

perform inspection and functional assessment of installed Stryker Communications Equipment to agreed upon specifications and provide written notification of approval (Customer acceptance form) or complete a project punch list (nonconforming items that have no functional effect on the system) within ten (10) business days of completed Installation Services.

- 2.4.4. Stryker Communications and Customer jointly agree to organize an inspection and valuation meeting to be held at least thirty (30) days before installation date. Customer is responsible for ensuring all appropriate personnel are in attendance.

APPENDIX 3 - PROCARE SERVICES – TERMS AND CONDITIONS

The terms of this Appendix 3 will apply to Customer's purchase of Services as outlined in the Stryker Quote for Service ("Quote"). In the event of a conflict or inconsistency between the Standard Terms of Sale and this Appendix 3, relative to Service, this Appendix 3 will govern.

1. **Service.** Stryker will perform the repair and maintenance services (collectively, the "Services") to Capital Equipment ("Equipment") rendered in connection with the Quote.
2. **Service Terms and Conditions.** The Services will be subject to the ProCare Services Terms and Conditions set forth below.
3. **Product Maintenance.** Customer is required to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
4. **Warranty; Limitations of Warranty and Liability.** During the Term, Stryker warrants, with the exception of software maintenance services, the following:
 - 4.1. Stryker has the experience, capability and resources to perform the Services, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
 - 4.2. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
 - 4.3. If the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
 - 4.4. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
 - 4.5. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS.
5. **Customer Obligations.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of the Standard Terms of Sale. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under the Standard Terms of Sale and represents that it will obtain all necessary consents from patients.
6. **Limitations and Exclusions from Service.** Notwithstanding any other provision set forth herein, the Services not covered under this Standard Terms of Sale as determined by Stryker in its sole discretion are as follows: (a) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (b) catastrophe, fire, flood or act(s) of God; (c) damage resulting from faulty maintenance, improper storage, repair, handling or improper use (including use of non-Stryker accessories or consumables), damage and/or alteration by non-Stryker-authorized personnel; (d) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (e) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (f) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (g) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious and/ or biohazardous substances; (h) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; (i) any Services provided by Stryker Endoscopy do not include replacement lamps, fee-based software upgrades, voice control upgrades and disposable or consumable products or parts; (j) any Services provided by the Stryker Medical division do not include batteries (unless stated in Stryker's quote), mattresses, disposable items, IV poles or rust or corrosion damage; (k) any Services provided for Equipment used for Navigation does not include: (i) parts, labor & travel associated with hardware or instrument upgrades needed to accommodate software upgrades, and (ii) products associated with or required for use to accommodate software upgrades; or (l) any Services provided by Stryker Communications do not include surgical light replacement bulbs, documentation stations, fee-based software upgrades, service lines, mounting structures, upgrades/field modifications and disposable or consumable products or parts. Customer agrees to provide personal protective equipment ("PPE") to OnSite/Clinical

Specialists. Notwithstanding anything else in this Standard Terms of Sale in the event Customer fails to provide appropriate industry-standard PPE to all OnSite/Clinical Specialists, as determined in Stryker's sole discretion, then Stryker may immediately, in its sole discretion: (i) suspend the OnSite/Clinical Specialist Coverage until Customer provides such PPE; or (ii) terminate the applicable Service.

7. Indemnification.

- 7.1. Stryker will indemnify Customer against any third party liability and/or damages ("**Claims**") which Customer suffers directly as a result of bodily injury (including death) or property damage arising solely from the gross negligence or, willful misconduct of Stryker or its employees agents, or contractors in the course of providing Services. The foregoing indemnification will not apply to any Claims arising from: (i) an injury or damage due to the negligence of any person other than a Stryker employee or agent; (ii) the failure of any person other than a Stryker employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker; or (iv) any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent. Customer agrees to indemnify and defend Stryker against any Claims arising from (i) through (iv) above due to the negligent acts or omissions of Customer or its officers, employees, representatives or agents.
- 7.2. Stryker's indemnification obligations under this Section 7 are conditioned on Customer promptly providing Stryker with timely written notice of any Claim for which indemnification is sought. Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent (which will not be unreasonably withheld).

8. Return of Instrumentation or Equipment.

In the event instrumentation ("**Instrumentation**") or Equipment provided to Stryker contains patient information ("**PHI**"), such PHI should be removed before servicing. Moreover, PHI is not needed in order to properly repair any Instrumentation or Equipment provided by Customer. Stryker is not responsible for and may not be held liable for the integrity or security of any PHI contained on any Instrumentation or Equipment.

9. Confidentiality.

Stryker and Customer: (i) shall hold in confidence this Standard Terms of Sale and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (ii) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a Party hereunder shall not limit or preclude any other available equitable or legal remedies.

10. Non-Solicitation and Non-Hire.

Customer agrees that, during the Term and for a period of one (1) year following Service, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing.

11. Background Check.

Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check consists of the following:

- Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
- Employment history verification;
- SSN trace, including address history verification;
- OFAC Watch List search, including a search of global terrorist and national drug trafficker lists;
- FDA Debarment and Disqualified/Restricted List search;
- OIG/HHS Exclusion List check;
- EPLS/GSA Exclusion List check;
- Criminal history search, including a National Criminal Database (NCD) search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
- Motor vehicle check

During the Term, a Customer may request a meeting with Stryker to review the performance, behavior or expectations of Stryker service personnel who are assigned to provide service at Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

12. Parts and Subcontracting.

Stryker may elect to use new or used parts related to the Services in its sole discretion. Stryker reserves the right to hire subcontractors to perform the Services.

13. Independent Contractor.

The relationship between the Parties is that of independent contractors. It is mutually agreed that Stryker is at all times acting and performing as an independent contractor with respect to Customer, and nothing is intended nor shall be construed to create an employer/employee relationship between Stryker and Customer. It is agreed that any person employed by Stryker to perform hereunder shall not be deemed to be an employee of Customer, and Stryker and Stryker's employees, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of Customer.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 8.b.

Proclamation Recognizing National EMS Week

Contacts

Liaison: Trustee Richards

Staff: Lawrence Kane

Staff Recommendation

Staff recommends proclamation.

Recommended Motion

Staff recommends presentation.

Summary

Proclamation recognizing the week of May 18-24, 2025 as Emergency Medical Services Week (EMS Week).

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services

Principle 4: High Performing Village Team

Principle 5: Partnership with Local Districts

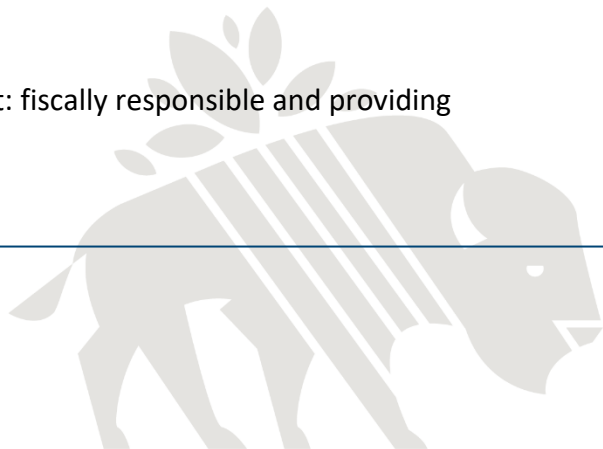
Principle 7: Builds Our Community

Goal

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

File Attachments

1. EMS Week 2025 Proclamation





PROCLAMATION

EMS Week Proclamation

To designate the Week of May 18-24, 2025, as Emergency Medical Services Week (EMS Week).

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services fills healthcare gaps by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week; now

THEREFORE, I, Eric Smith, Village President, Buffalo Grove, IL in recognition of this event do hereby proclaim the week of May 18 - 24, 2025, as

EMERGENCY MEDICAL SERVICES WEEK

The 51st anniversary of EMS Week theme is EMS WEEK: We Care. For Everyone. I encourage the community to observe this week with appropriate programs, ceremonies, and activities in honor of the EMS profession and the essential service it provides.

Proclaimed this 19th of May, 2025.

Eric N. Smith
Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 8.c. O-2025-63

Ordinance Amending the Fiscal Year 2024 for the Village of Buffalo Grove

Contacts

Liaison: Trustee Cesario

Staff: Chris Black

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an Ordinance Amending the Fiscal Year 2024 Budget for the Village of Buffalo Grove

Summary

Attached is an Ordinance formally adopting the Village's FY 2024 Budget Amendments. The Budget amendments proposed modifying the budget document approved by the Village Board. All budget amendments proposed do not affect the integrity of the budget as it is still balanced.

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 05-19-25 FY2024 Budget Amendment.Memorandum
2. BOT 05.19.25 FY2024 Budget Amendment.Ordinance (1)
3. BOT 05.19.25_Bud Amend Exb A - 2



MEMORANDUM

DATE: May 12, 2025
TO: Village Manager Dane Bragg
FROM: Chris Black, Finance Director
SUBJECT: 2024 Budget Amendment

RECOMMENDATION

Staff recommends approval of amendments to the FY 2024 Adopted Budget to reflect post-audit recommendations based on financial activity and reclassifications made during the audit process.

BACKGROUND

The FY2024 Budget amendments propose modifying the budget document approved by the Village Board. The budget was presented to the President and Board of Trustees on November 13, 2023. Notice of public hearing was published on October 12, 2023, in the Daily Herald. The Village President and Board of Trustees approved the 2024 Budget on December 4, 2023.

The village performs budget amendments to address expenditure amounts that exceed the budget at the fund level. Typically, the amendments are necessary due to unanticipated expenses. In the general fund, the operating transfer to capital projects fund is increased to include the additional transfer of American Rescue Plan Act (ARPA) funds, which includes interest earned on ARPA monies over the last three years. Both Lake Cook Road and Dundee Road TIF Funds paid consultant fees during the year. Finally, expenses related to a recently enacted accounting standard (GASB 87) for leases were recorded in the Information Technology Fund for Axon cameras.



ORDINANCE 2025-xxx

AN ORDINANCE AMENDING FISCAL 2024
(JANUARY 1-DECEMBER 31, 2024) BUDGET FOR
THE VILLAGE OF BUFFALO GROVE

WHEREAS, in accordance with Section 8-2-9.1 *et. Seq.* of the Illinois Municipal Code, 65 ILCS 5/8-2-9.1 *et seq.*, and Section 2.08.043 of the Village of Buffalo Grove Municipal Code, the President and Board of Trustees of the Village of Buffalo Grove have adopted the budget officer system; and

WHEREAS, pursuant to Section 8-2-9.4 of the Illinois Municipal Code, 65 ILCS 5/8-2-9.4 and Section 2.08.043 of the Village of Buffalo Grove Municipal Code, the Village adopted an annual budget for fiscal year 2024, by Village ordinance number 2023-162, on December 4, 2023, in the amount of \$163,177,555; and

WHEREAS the President and Board of Trustees of the Village of Buffalo Grove find that an amendment to the annual budget ordinance is necessary at this time to more accurately reflect the experience of the 2024 fiscal year.

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. That in order to more accurately reflect the experience of fiscal year 2024, certain budget amendments are necessary per the attached.

SECTION 2. That these amendments should reflect actual expenditures for fiscal year 2024 and will increase the total amount of budget expenditures by \$943,681.

SECTION 3. That the following amendments be made to the various department and line-item accounts as specified. (Exhibit A)

SECTION 4. Additional funds are available to effectuate this revision.

SECTION 5. That this ordinance shall be in full force and effect after the passage and publication pursuant to the laws of the State of Illinois and the Village of Buffalo Grove.

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

DRAFT

EXHIBIT A

2024 Budget Amendment

Expenditures

Fund	2024 Original Budget	Change	2024 Revised Budget	Description
General Fund				
Operating Transfers Capital Projects Fund	4,093,448	428,299	4,521,747	Transfer for APRA Funds
Lake Cook Rd TIF Fund				
All Other Expenses Consultant Fees	0	14,082	14,082	TIF Consulting Fees
Dundee Rd TIF Fund				
All Other Expenses Consultant Fees	0	4,072	4,072	TIF Consulting Fees
Information Technology Fund				
Operating Transfers Capital Equipment & Vehicles	0	497,228	497,228	GASB lease for Axon cameras



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 8.d. O-2025-64

Ordinance approving an amendment to special use for the expansion of a private golf instruction facility at 1610-1612 Barclay Blvd.

Contacts

Liaison: Trustee Ottenheimer

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance approving an amendment to the special use for the expansion of a private golf instruction facility at 1610-1612 Barclay Blvd.

Summary

See attached memorandum.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Memo - Chicago School of Golf - 1610-1612 Barclay Blvd
2. DRAFT- Ordinance - Chicago School of Golf 1610-1612 Barclay Blvd
3. DRAFT - Ordinance - Exhibit B. Plan Set
4. DRAFT-Ordinance - Exhibit C. Draft PZC Minutes - May 7, 2025

DATE: May 19, 2025

TO: Village Manager Dane Bragg

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

SUBJECT: 1610-1612 Barclay Blvd - Special Use Amendment for a Non-Academic School in the Industrial District, Chicago School of Golf

RECOMMENDATION

Staff recommends that the Village Board approve an amendment to the Special Use Ordinance 2017-044, to allow the expansion of Chicago School of Golf's non-academic school, classes, and instruction in the Industrial District at 1610-1612 Barclay Boulevard, subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

Chicago School of Golf, which provides private golf instructions, is requesting an amendment to Special Use Ordinance 2017-044 to expand the business at 1610 Barclay Boulevard to include the adjacent tenant space at 1612 Barclay Boulevard in the Industrial District (see Figure 1). The Special Use granted in 2017 was for a recreational use. Considering the services offered, a more appropriate classification is non-academic school, classes, and instruction. Both classifications require a special use in the Industrial District. The proposed amendment to the ordinance will modify the use classification and location to accommodate the expansion.



Figure 1: Subject Property

PLANNING & ZONING ANALYSIS

Chicago School of Golf provides golf training and instruction. The expansion of the business will double the golf simulator bays and putting greens while keeping the current business model/operations. Each tenant space is 2,000 square feet, so the expanded business would occupy 4,000 square feet total. The business hours will remain 9 AM to 7 PM on weekdays and 9 AM to 5 PM on weekends. Anticipated enrollment is 20 students daily, with four staff members on-site daily.

The tenant space is within the multi-tenant building at 1602-1624 Barclay Blvd in the Industrial District. This business is compatible with the adjacent uses (offices, warehouses, a medical office, and a recreational use) and no issues have been reported since the business opened in 2017.

The Chicago School of Golf has been allocated 12 of the 99 parking spaces available for the multi-tenant building. Given the business model and staffing plans, the business will need less than the 12 stalls which will allow for ample parking for their business expansion.

PUBLIC HEARING COMMENTS

No comments were received before the public hearing, and no members of the public were present at the meeting to discuss this project.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** to allow an amendment to the Special Use Ordinance 2017-044, for the expansion of Chicago School of Golf's non-academic school, classes, and instruction in the Industrial District at 1610-1612 Barclay Boulevard, subject to the following conditions:

1. The non-academic school, classes, and instruction shall be operated in substantial compliance with the business description and plans provided as part of this petition.
2. The Special Use is granted to Chicago School of Golf, Inc. to operate a non-academic school, classes at 1610-1612 Barclay Boulevard, which shall not run with the land.
3. The Special Use granted to the Chicago School of Golf, Inc. 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.



ORDINANCE 2025-xxx

AN ORDINANCE APPROVING AN AMENDMENT TO SPECIAL USE ORDINANCE NO. 2017-044 FOR THE EXPANSION OF CHICAGO SCHOOL OF GOLF'S NON-ACADEMIC SCHOOL, CLASSES, AND INSTRUCTION IN THE INDUSTRIAL DISTRICT AT 1610-1612 BARCLAY BOULEVARD

CHICAGO SCHOOL OF GOLF, INC
1610- 1612 BARCLAY BOULEVARD

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

WHEREAS 1610 – 1612 Barclay Boulevard, Buffalo Grove, IL (“Property”) is located in a multi-tenant building at 1602 - 1624 Barclay Boulevard in the Industrial District and is hereinafter legally described in Exhibit A; and

WHEREAS, SL Buffalo Grove LLC is the owner of the Property; and

WHEREAS, in 2017, the Village Board approved Ordinance No. 2017-044 granting a Special Use to Chicago School of Golf, LLC for a recreational facility for golf training and instruction at 1610 Barclay Boulevard; and

WHEREAS, Chicago School of Golf, LLC, (“Petitioner”) has filed a petition requesting an amendment to the Ordinance 2017-044 to expand their business into the adjacent tenant space at 1612 Barclay Boulevard; and

WHEREAS, the Special Use is also being recategorized from a recreational use to a non-academic school, with classes, and instruction in the Industrial District (I), a designation more aligned with the primary use of the facility; and

WHEREAS the Planning & Zoning Commission held a public hearing on May 7, 2025, concerning the request; and

WHEREAS the Planning & Zoning Commission made findings of fact and determined that the petition meets the criteria for a Special Use as set forth in the Buffalo Grove Zoning Ordinance, and as described in the minutes attached hereto as Exhibit C; and

WHEREAS the Planning & Zoning Commission voted 8-0 to recommend approval of the requested Amendment to the Special Use; and

WHEREAS the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested Special Use 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 the following exhibits:

- EXHIBIT A Legal Description of the Property
- EXHIBIT B Plan Set
- EXHIBIT C Draft Minutes from May 7, 2025 Planning & Zoning Commission Meeting

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, 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 Amendment to the Special Use approved by Ordinance No. 2017-044 to allow the expansion of Chicago School of Golf's non-academic school, classes, and instruction in the industrial District at 1610-1612 Barclay Boulevard, Buffalo Grove, IL, subject to the following conditions:

1. The non-academic school, classes, and instruction shall be operated in substantial compliance with the business description and plans provided as part of this petition.
2. The Special Use is granted to Chicago School of Golf, Inc. to operate a non-academic school, classes at 1610-1612 Barclay Boulevard, which shall not run with the land.
3. The Special Use granted to the Chicago School of Golf, Inc. 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

DRAFT

EXHIBIT A

Legal Description

**CHICAGO SCHOOL OF GOLF, INC
1610- 1612 BARCLAY BOULEVARD**

SUBJECT PROPERTY COMMON ADDRESS: 1610 BARCLAY BOULEVARD, 1612 BARCLAY BOULEVARD

LEGAL DESCRIPTION:

Lot 1 of Rogers Centre for Commerce, a resubdivision of Lots 4, 5, 6, 7 and 8 in Arbor Creek Business Centre, a subdivision in Section 27, Township 43 North, Range 11 East of the Third Principal Meridian, recorded June 11, 1987 as Document No. 2577287, in Lake County, Illinois.

PARCEL INDEX NUMBERS: 15-27-101-008

DRAFT

EXHIBIT B

Plan Set

**CHICAGO SCHOOL OF GOLF, INC
1610- 1612 BARCLAY BOULEVARD**

DRAFT

EXHIBIT C

Draft Minutes from May 7, 2025, Planning & Zoning Commission Meeting
CHICAGO SCHOOL OF GOLF, INC
1610- 1612 BARCLAY BOULEVARD

DRAFT

Narrative Statement – Special Use Permit Amendment
Chicago School of Golf – 1610 & 1612 Barclay Blvd, Buffalo Grove

To the Planning and Zoning Commission:

In 2017, Chicago School of Golf received a Special Use Permit to operate at 1610 Barclay Blvd. We are now requesting an amendment to that permit to reflect our expansion into the adjacent space at 1612 Barclay Blvd.

This expansion allows us to grow our current operations while continuing with the same business model and programming. The new space will be used to install additional golf simulators and indoor putting greens. Our core business plan has not been changed.

Hours of Operation:

We operate seven days a week, by appointment only. Typical appointment times are:

- Monday through Friday: 9:00 AM – 7:00 PM
- Saturday and Sunday: 9:00 AM – 5:00 PM

Square Footage:

- 1610 Barclay Blvd: 2,000 sq. ft.
- 1612 Barclay Blvd: 2,000 sq. ft.
- **Total Occupied Space:** 4,000 sq. ft.

Staffing:

We have four staff members operating at this location.

Customer Volume:

We anticipate approximately 20 students visiting the site for instruction daily, spread across the day's appointment slots.

Additional Notes:

We believe this modest expansion will improve the customer experience and help us meet increased demand while maintaining a low-impact presence in the area. There will be no changes to traffic patterns, parking needs, or noise levels due to this expansion.

We appreciate your consideration and look forward to continuing to serve the Buffalo Grove community.

Sincerely,
David Maslen

Founder/President
Chicago School of Golf

During your testimony at the Public Hearing, you need to testify and present your case for the Special Use being requested. In doing so, you need to address the six (6) Special Use Standards listed below:

SPECIAL USE STANDARDS

1. The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

Response: The proposed special use will serve the public by offering a golf training facility that promotes physical activity, skill development, and community engagement. This use is consistent with our current successful operation at 1610, which has demonstrated a positive impact on the public without any negative effects on health, safety, comfort, or general welfare. The new facility will maintain the same high standards and safety protocols to ensure it is a benefit to the community

2. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with said special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it shall be such that it will be in harmony with the appropriate, orderly development of the district in which it is located;

Response: The proposed special use will occupy a combined total of approximately 4,000 square feet at 1610 and 1612 Barclay, expanding upon our current 2,000-square-foot training center. The nature and intensity of the use—golf training and instruction—is low-impact and consistent with existing operations. The site is appropriately sized for the intended use, with sufficient space for training areas, equipment, and customer circulation. The property is located within an established commercial/industrial area and has convenient access to surrounding streets, allowing for efficient traffic flow and integration with the surrounding district. This expansion will be in harmony with the orderly development of the area and will continue to operate in a manner consistent with community planning goals.

3. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair other property valuations with the neighborhood;

Response: The proposed special use will not be injurious to the use or enjoyment of nearby properties. Our golf training facility is a quiet, low-traffic operation that does not produce noise, pollution, or any disruptive activity. It is compatible with other permitted uses in the zoning district and will not interfere with neighboring businesses or properties.

4. The nature, location and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder or discourage the development and use of adjacent land and buildings in accord with the zoning district within which they lie;

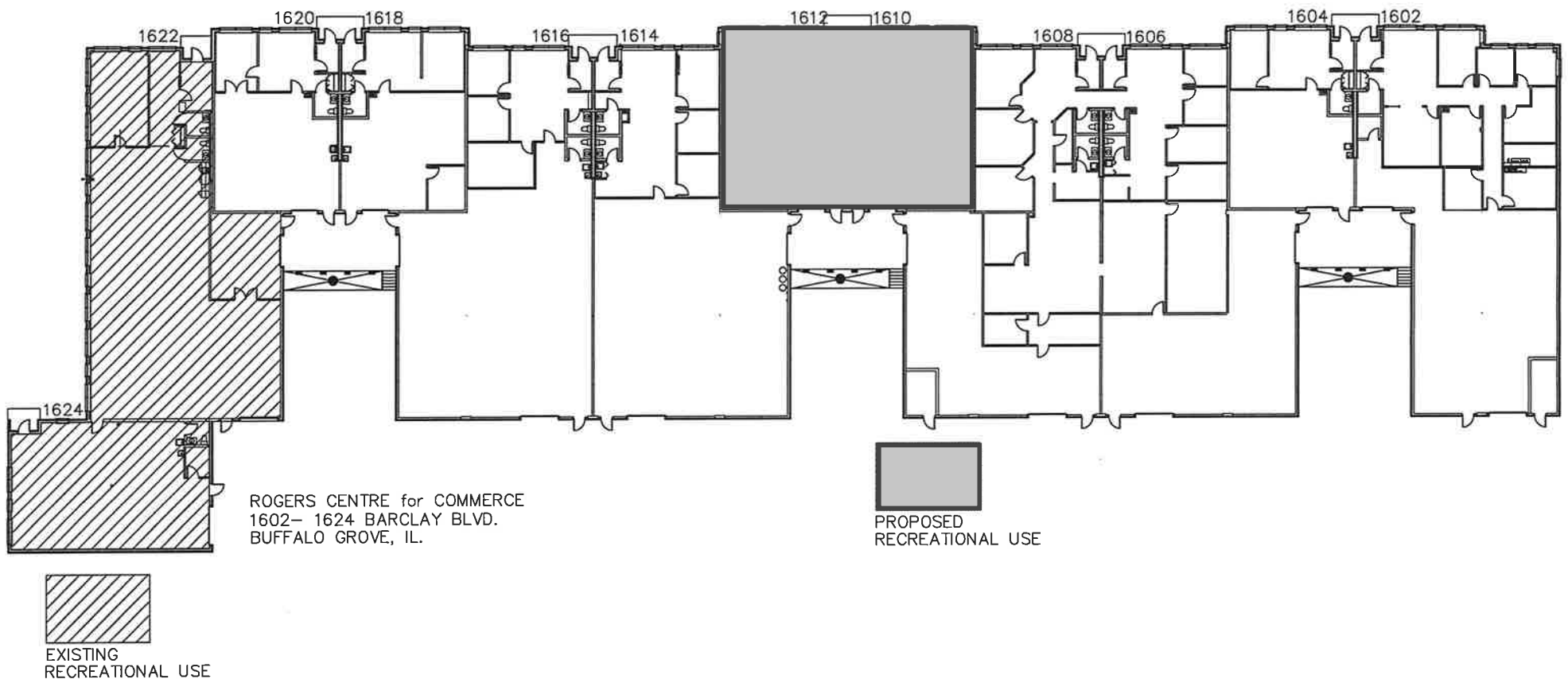
Response: The nature, location, and size of the buildings involved in this special use will not impede or hinder the development or use of adjacent properties. The proposed expansion is entirely within the existing footprint of the commercial building at 1610 and 1612 Barclay and does not require any exterior structural changes that would affect neighboring parcels. The operation remains consistent with the character and zoning of the area, and the presence of our golf training facility supports rather than conflicts with adjacent commercial and industrial uses.

5. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;

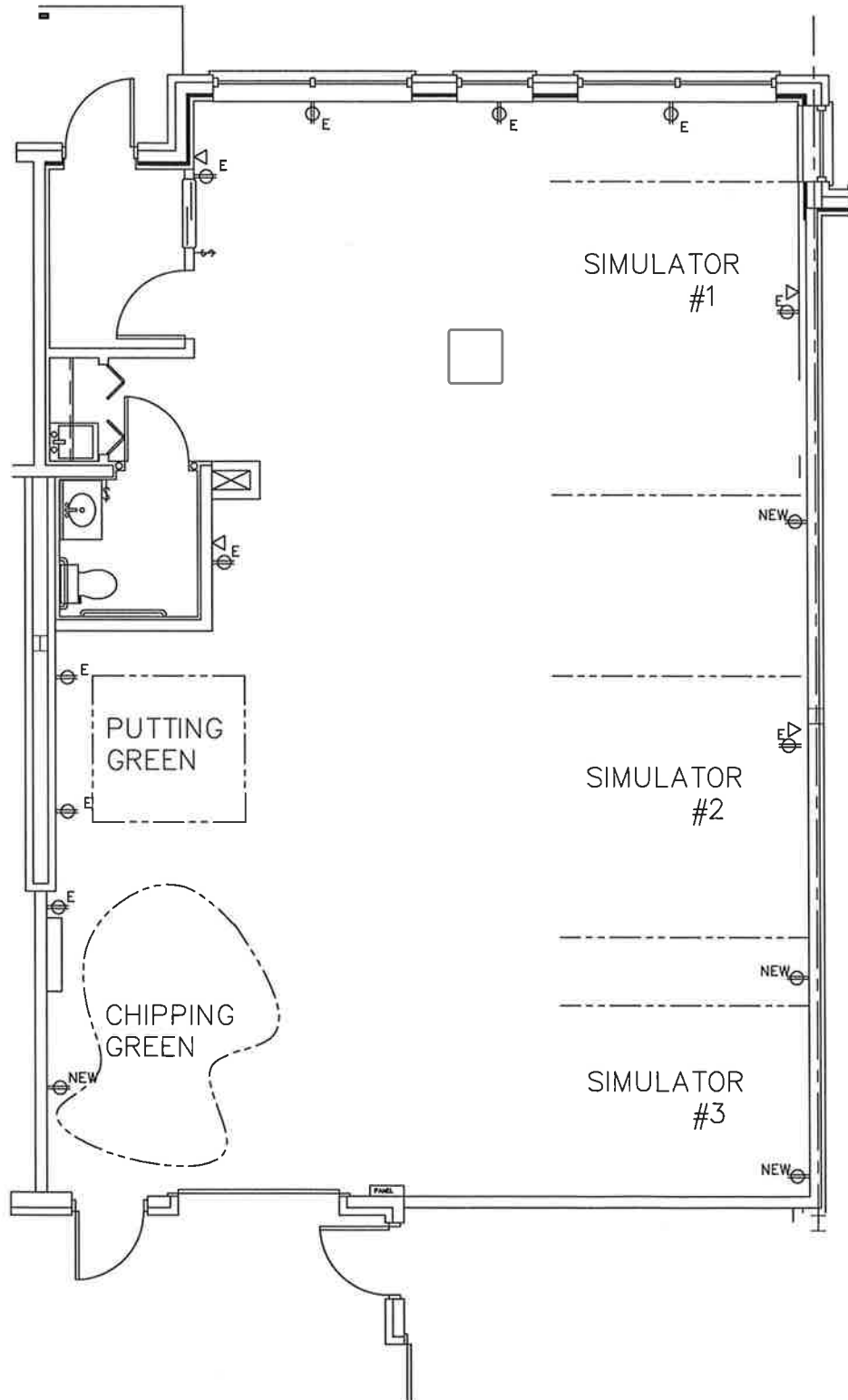
Response: All necessary infrastructure is already in place or will be provided to support the special use. The property is currently served by adequate utilities, including water, electricity, HVAC, and internet, and has existing access from Barclay Boulevard. Drainage systems are in place and functioning properly, and no modifications are needed that would affect surrounding infrastructure.

6. Parking areas shall be of adequate size for the particular special use, which areas shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and from these parking areas shall be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets.

Response: The existing parking areas at 1610 and 1612 Barclay provide ample parking to accommodate staff, students, and visitors of the golf training facility. The parking is properly located on-site and does not border any residential properties, so screening is not necessary. Access to and from the property is via Barclay Boulevard, a commercial street with low to moderate traffic flow, allowing for safe ingress and egress. The configuration of the driveways and parking lot promotes efficient traffic movement and will not cause congestion or create any hazards on public streets.



CHICAGO SCHOOL OF GOLF for COMMERCE
1612 BARCLAY BLVD.





Parking Analysis

Chicago School of Golf

1610 & 1612 Barclay Blvd, Buffalo Grove, IL 60089

Tenant Summary – 1602 to 1624 Barclay Blvd

Tenant Address	Square Feet	Designated Parking Stalls
1602	4,445	12
1604	2,000	5
1606	5,200	12
1608	5,239	13
1610/1612	4,000	12
1614	5,200	13
1616	5,200	13
1618	2,000	5
1620	2,000	5
1622	5,100	12
1624	2,000	5

Total Assigned Stalls: 99

Adjustment Note: The site has 98 stalls. One stall may be treated as overflow/shared for guests or ADA.

Chicago School of Golf – Use Summary

- Total Space Occupied: 4,000 sq. ft. (Units 1610 & 1612)
- Designated Stalls: 12
- Business Type: Indoor golf training (simulators, putting greens)

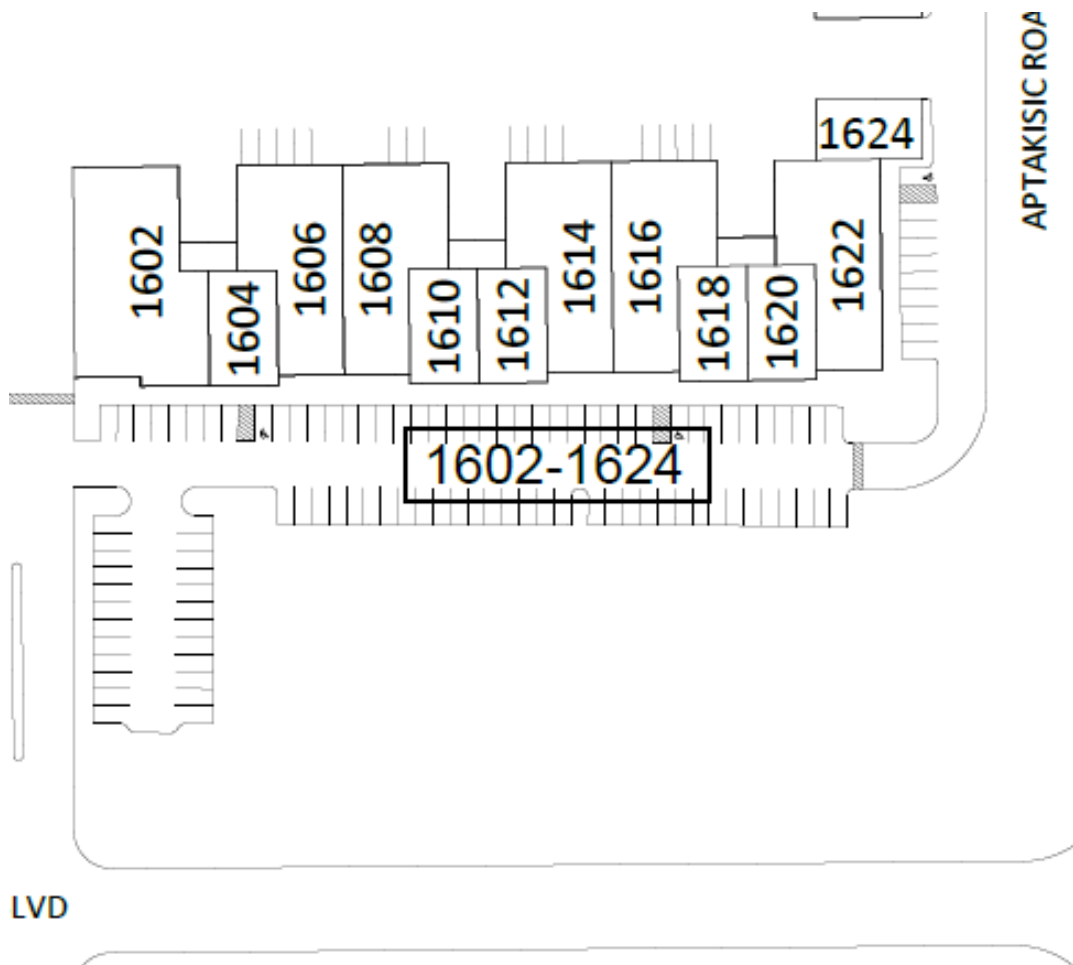
- Staff: 4
- Estimated Daily Students: ~20
- Peak Parking Demand: 6–8 vehicles
- Hours of Operation:
 - Monday–Friday: 9:00 AM – 7:00 PM
 - Saturday–Sunday: 9:00 AM – 5:00 PM
- Appointment only

Conclusion

With 98 total parking stalls evenly distributed across the 11 tenant units, each space—including the newly expanded Chicago School of Golf—has ample space. Due to our appointment-only scheduling model, we expect our parking demand to remain well below our allotment. No negative impact on overall parking availability is anticipated.

Attached:

- Site Plan Showing Unit Layout and Parking



**DRAFT MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING
COMMISSION HELD AT JEFFREY S. BRAIMAN COUNCIL CHAMBERS
FIFTY RAUPP BLVD, BUFFALO GROVE, IL 60089, WEDNESDAY, MAY 7, 2025**

CALL TO ORDER

Chairperson Weinstein called the meeting to order at 7:30 PM.

Roll call indicated the following were present: PZC Chairperson Weinstein, PZC Commissioner Au, PZC Commissioner Moodhe, PZC Commissioner Worlikar, PZC Commissioner Spunt, PZC Commissioner Davis, PZC Commissioner Saxena, PZC Commissioner Schwartz.

Also present were: Trustee Liaison Denice Bocek, Village Attorney Patrick Brankin, Deputy Community Development Director Kelly Purvis, and Associate Planner Andrew Binder

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

- A. **Consideration of a variation to Fence Code Section 15.20.040 for residential fences, allowing replacement of an existing fence with a 6-foot semi-open fence that exceeds the corner side yard height limit and encroaches into the required setback along Prairie Road at 3040 Roslyn Lane.**

Associate Planner Binder provided an overview of the request and indicated that staff is in support of the fence variation as the fence will match other fences on surrounding properties and will be replacing an existing fence in the same location.

The petitioner, Marius Blass, owner of the property at 3040 Roslyn Lane was sworn in.

Mr. Blass indicated that he has lived in the home for about 8 years and that the fence is approximately 30 years old. He stated that a storm last year blew off several panels of the fence; they have done what they can to repair it, and it needs to be replaced completely at this point.

Mr. Blass stated that the home is also located across the road from a farm and noted that they want a taller fence to help keep animals out of his yard, and from potentially attacking the family dog.

Mr. Blass further noted that many other fences in the area are 6-foot-tall fences. He stated the fence would be in the same location and same style, just 6 feet instead of the existing 5-foot fence.

Com. Au asked about the previous fence variation, whether the fence was 5-foot or 6-foot.

Binder indicated that the existing fence is 5 feet tall.

Com. Au asked if the neighbor's fence to the north is 5 or 6 feet tall.

Binder stated the neighbor's fence is 5 feet tall, but is permitted to be 6 feet.

Com. Davis asked about the specs for the proposed fence.

Mr. Blass noted that they would be using the exact same style of fence.

Com. Davis asked about what the setback would be.

Com. Binder indicated that it would be over 1-foot from the sidewalk, and noted that the fence would be placed at the property line.

Com. Moodhe asked, since a variation was previously granted for the location, if the commission is just considering the height of the fence.

Binder indicated that since the fence is being replaced, both variations are needed.

Com. Moodhe asked about the designation of the roadway and why other properties are permitted a 6-foot fence.

Binder indicated that Prairie Road is considered a collector road, which does not qualify for a 6-foot solid fence. He also noted that the other properties have rear yards along Prairie Road, whereas the subject property's corner side yard is along Prairie Road.

Com. Worlikar asked staff if the previous fence was granted with a 2-foot setback.

Binder noted that he was not sure, it was likely just a recommendation by the Village Engineer. He also noted that the Village Engineer reviewed the request and did not have any issues.

Com. Worlikar asked if the adjacent property received a variation at the same time.

Binder indicated that appears to be the case.

Com. Au asked if it is typical for fences in the front yard to be 6 feet tall.

Binder indicated that the subject fence is located in the corner side yard and noted that it is typical.

The staff report was entered into the record as exhibit 1 and the public hearing was closed.

Com. Davis made a motion to grant a variation to Section 15.20.040 of the Buffalo Grove Fence Code to replace an existing fence with a 6-foot semi-open fence that exceeds the allowable height for a fence in the corner side yard and encroaches beyond the minimum required setback for a corner side yard fence along Prairie Road, at 3040 Roslyn Lane, provided the fence shall be installed in accordance with the documents and plans submitted as part of the petition. The motion was seconded by Com. Moodhe.

Com. Worlikar spoke in favor of the variation, noting that if the house had been turned slightly the request wouldn't have been necessary. He also noted that keeping the height consistent is aesthetically pleasing.

Com. Spunt spoke in favor of the variation and noted the fence will be an improvement to the area.

Com. Au noted that she is generally not in favor of 6-foot fences in the front. She indicated she was ok with the proposal if it is characteristic for the neighborhood.

Chairperson Weinstein spoke in favor of the request, noting that the shadow box style makes a difference with a 6-foot fence. He further noted the fence is in keeping with the character of the neighborhood.

Moved by Jason Davis, seconded by Adam Moodhe to approve the fence variation request. Upon roll call, Commissioners voted as follows:

AYES: 8 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 0 None

Motion declared Passed.

B. Consideration of an amendment to Ordinance No. 2017-044, which approved a Special Use for Chicago School of Golf, Inc. to expand the business operations of a non-academic school, classes, and instruction in the Industrial District at 1610-1612 Barclay Boulevard.

Associate Planner, Binder provided an overview of the request and indicated staff's support for the amendment to the special use to allow the expansion of the use.

The Petitioner, David Maslen from Chicago School of Golf, was sworn in.

Mr. Maslen indicated that they have been in this location since 2017 and noted that they would love to expand. He stated that golf is booming and they have an opportunity to serve more people in Buffalo Grove.

Com. Moodhe asked about the previous special use being designated as a recreational use.

Binder explained that the use is more in-line with a non-academic school providing instruction.

Chairperson Weinstein asked if the facility could be used without coaches.

Mr. Maslen responded that students can come in to practice outside of formal instruction times.

Purvis followed up by asking if anyone from the public not receiving instruction could use the simulators.

Mr. Maslen indicated that they would allow it, but that would be about 1% of their business.

Chairperson Weinstein indicated that he wants to ensure we aren't limiting their use and wanted to know if we could call it instruction and recreational.

Attorney Brankin noted that since it was noticed as a special use for non-academic school, it could not be called a recreational use also.

Com. Davis asked if there would be any change to the ADA requirements for a change in the use designation.

Binder indicated that there would not be.

The staff report was entered into the record as exhibit 1 and the public hearing was closed.

Com. Davis made a motion to make a positive recommendation to the Village Board to allow the amendment to the Special Use Ordinance 2017-044, for the expansion of the non-academic school, classes, and instruction in the Industrial District at 1610-1612 Barclay Boulevard, subject to the conditions listed in the staff report. Com. Spunt seconded the motion.

Chairperson Weinstein spoke in favor of the motion, indicating that it is the same use in the same location. He noted that he was happy to see the business grow and stay in Buffalo Grove.

Com. Moodhe spoke in favor of the request, noting that the predominate use as a non-academic school is appropriate. He reiterated that the use has been good in this location and that he is happy to see them growing and staying in Buffalo Grove as well.

Moved by Jason Davis, seconded by Marc Spunt to recommend approval. Upon roll call, Commissioners voted as follows:

AYES: 8 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 0 None

Motion declared passed.

C. Consideration of a Special Use for a Supermarket and Food Store in the B-5: Town Center Planned District at 21 N. Buffalo Grove Road.

Associate Planner, Binder provided an overview of the request and indicated staff's support for the special use to allow a supermarket and food store in the B-5 Town Center Planned District.

The petitioner, Rahul Kurup was sworn in.

Mr. Kurup stated that his grocery store has been in business for 20 years. He walked through the proposed operations of the store and noted that this would be an expansion of their location in Glenview. He stated that there would not be any modification to the building and that the grocery store would focus on providing Indian groceries and snacks that would be delivered to the store daily.

Com. Moodhe asked about the use and why it requires approval.

Binder noted that a special use is required for food stores in the B-5 District.

Moodhe asked about the "take-out" food and if it is actually being catered in.

The petitioner indicated that the food would be prepared in Glenview and brought to the store and kept in warmers. At the end of the day, whatever is not sold will be destroyed.

Com. Moodhe asked about the language in the suggested motion requiring future similar uses to come back for approval through the Village Board.

Attorney Brankin noted that this is consistent with current practices and is the appropriate way to handle special uses, which do not run with the land. He noted that the special use is not freely assignable to another entity.

Chairperson Weinstein asked about the two prior grocery uses in this location, noting that they were not successful.

Mr. Kurup indicated that they have a long-term plan that they think will be successful for the space.

The staff report was entered into the record as exhibit 1 and the public hearing was closed.

Com. Davis made a motion to make a positive recommendation to the Village Board to allow a Special Use for a Supermarket and Food Store in the B-5: Town Center Planned District at 21 Buffalo Grove Road, subject to the conditions listed in the staff report. Com. Worlikar seconded the motion.

Com. Worlikar spoke in favor of the motion and indicated that he is supportive of residents opening businesses in the Village and that this use would serve Buffalo Grove's diverse community.

Com. Moodhe stated that he hopes that this business has more luck and that he was happy to see the expansion of this business to Buffalo Grove.

Moved by Jason Davis, seconded by Neil Worlikar to recommend approval. Upon roll call, Commissioners voted as follows:

AYES: 8 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Jason Davis, Sujat Saxena, Don Schwartz
NAYS: 0 None
ABSENT: 0
Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

B. Approval of Draft Minutes from the March 5, 2025 Planning and Zoning Commission Meeting

Chairperson Weinstein called for a motion to approve the draft minutes from the March 5, 2025 Planning and Zoning Commission meeting.

Moved by Adam Moodhe, seconded by Jason Davis to approve. Upon roll call, Commissioners voted as follows:

AYES: 8 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 0

Motion declared Passed.

C. Chairperson's Report

Chairperson Weinstein noted that the seat to his right was empty. He noted that he wanted to thank Vice Chair Richards on record for his years of service on the Planning and Zoning Commission, noting that he will be officially sworn in as a Trustee soon.

Chairperson Weinstein also noted that things are in the works for filling the vacancy.

D. Committee and Liaison Reports

Chairperson Weinstein noted that he attended a meeting in April where an amendment to a special use was approved for the after-school tutoring use. He further noted that the Village Board meetings start at 7:00pm instead of 7:30pm now.

E. Staff Report/Future Agenda Schedule

Staff indicated that there are not any complete applications for consideration at the May 21st meeting and that meeting will be canceled.

Deputy Director, Purvis thanked the Commissioners that attended the training last week and noted that slides and notes will be shared with the Commissioners.

Purvis thanked the Commissioners for completing their compliance filings by May 1st.

Com. Worlikar noted that he appreciated the Commission training and noted that he was impressed with how organized and well managed Buffalo Grove's PZC seems to be. He provided a brief overview of the training.

F. Public Comments and Questions

All comments will be limited to 5 minutes and should be limited to concerns or comments regarding issues that are relevant to Planning and Zoning Commission business and not on the regular agenda for discussion.

ADJOURNMENT

Chairperson Weinstein called for a motion to adjourn the meeting.

Moved by Jason Davis, seconded by Amy Au to adjourn. Upon roll call, Commissioners voted as follows:

AYES: 8 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 0 None

Motion declared Passed.

The meeting was adjourned 8:28 PM



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 8.e. O-2025-65

Ordinance approving a Special Use for a Supermarket Food Store, Malabar Express at 21 N Buffalo Grove Rd.

Contacts

Liaison: Trustee Ottenheimer

Staff: Nicole Woods

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance approving a Special Use for a Supermarket Food Store, Malabar Express, at 21 N Buffalo Grove Rd.

Summary

See attached memorandum.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Memo - Malabar Express - 21 N Buffalo Grove Rd
2. DRAFT Ordinance - Malabar Express - 21 N Buffalo Grove Rd
3. DRAFT Ordinance - Exhibit B. Plan Set
4. DRAFT Ordinance - Exhibit C. Draft PZC Minutes May 7, 2025

DATE: May 19, 2025

TO: Village Manager Dane Bragg

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

SUBJECT: 21 N Buffalo Grove Rd - Special Use for Supermarket Food Store,
Malabar Express

RECOMMENDATION

Staff recommends that the Village Board adopt an Ordinance granting approval of a Special Use for a Supermarket and Food Store in the B-5 District at 21 Buffalo Grove Rd, subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

Rahul Kurup is requesting approval of a Special Use for a Supermarket and Food Store at 21 N Buffalo Grove Rd. The Petitioner is proposing to operate an Indian food market with prepared food carryout within the subject tenant space. The previous tenants were Arrow Groceries and Minaz Café and Grocery, similar to the proposed use.



Figure 1: Subject Property & Tenant Space

PLANNING & ZONING ANALYSIS

Malabar Foods, a catering and grocery store business in Glenview and Bensenville, plans to open its third location at 21 N Buffalo Grove Rd, named Malabar Express. This food store will offer products prepared at its Glenview site. The 1,400 square feet space will operate daily from 11 AM to 8 PM and is expected to attract 30 to 40 customers per day with at least 2 staff members on-site.

The tenant space is the end unit within the Buffalo Grove Shoppes Shopping Center at 21-61 Buffalo Grove Road. This property is zoned B-5: Town Center Planned District, and the building consists of general commercial uses, compatible with the requested use. The existing site will have sufficient parking to accommodate the proposed use based upon the Malabar Express's proposed operation and the center's 46 parking stalls. To the staff's knowledge, the previous grocery users did not have any parking issues.

PUBLIC HEARING COMMENTS

No comments were received before the public hearing, and no members of the public were present at the meeting to discuss this project.

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** to allow a Special Use for a Supermarket and Food Store in the B-5: Town Center Planned District at 21 Buffalo Grove Road, subject to the following conditions:

1. The Supermarket and Food store shall be operated in substantial compliance with the business description and plans provided as part of this petition.
2. The Special Use is granted to Malabar Express BG Inc. to operate a Supermarket and Food Store at 21 N Buffalo Grove Road, which shall not run with the land.
3. The Special Use granted to the Malabar Express BG Inc. 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.



ORDINANCE 2025-xxx

AN ORDINANCE APPROVING A SPECIAL USE FOR A
SUPERMARKET AND FOOD STORE IN THE B-5: TOWN
CENTER PLANNED DISTRICT AT 21 N BUFFALO
GROVE ROAD

**MALABAR EXPRESS BG, INC.
21 N BUFFALO GROVE RD**

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

WHEREAS 21 N Buffalo Grove Road, Buffalo Grove, IL ("Property") is a 1,400 square foot unit located in a multi-tenant building at 21-61 N Buffalo Grove Road in the B-5: Town Center Planned District and is hereinafter legally described in Exhibit A; and,

WHEREAS 21-61 Buffalo Grove Shops, LLC is the owner of the Property; and,

WHEREAS Malabar Express BG, Inc., ("Petitioner") has filed a petition for a Special Use to allow a Supermarket and Food Store in the B-5: Town Center Planned District;

WHEREAS the Planning & Zoning Commission held a public hearing on May 7, 2025, concerning the request; and

WHEREAS the Planning & Zoning Commission made findings of fact and determined that the petition meets the criteria for a Special Use as set forth in the Buffalo Grove Zoning Ordinance, and as described in the minutes attached hereto as Exhibit C; and

WHEREAS the Planning & Zoning Commission voted 8-0 to recommend approval of the requested Special Use; and

WHEREAS the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested Special Use 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 the following exhibits:

EXHIBIT A Legal Description of the Property

EXHIBIT B Plan Set

EXHIBIT C Draft Minutes from May 7, 2025 Planning & Zoning Commission Meeting

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, 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 the Special Use for the Property at 21 N Buffalo Grove Road, Buffalo Grove, IL, subject to the following conditions:

1. The Supermarket and Food store shall be operated in substantial compliance with the business description and plans provided as part of this petition.
2. The Special Use is granted to Malabar Express BG, Inc., to operate a Supermarket and Food Store at 21 N Buffalo Grove Road, which shall not run with the land.
3. The Special Use granted to the Malabar Express BG, Inc., 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

**MALABAR EXPRESS BG, INC.
21 N BUFFALO GROVE RD**

Lot 2 of the Walgreens Buffalo Grove Resubdivision, being a subdivision of parts of the southwest quarter of Section 33, Township 43 North and part of the northwest quarter of Section 3, Township 42 North, Range 11 East of the Third Principal Meridian, in Lake County, Illinois.

Street Address: 21 N Buffalo Grove Road

PIN: 15-33-304-164

DRAFT

EXHIBIT B

Plan Set
MALABAR EXPRESS BG, INC.
21 N BUFFALO GROVE RD

DRAFT

EXHIBIT C

Draft Minutes from May 7, 2025, Planning & Zoning Commission Meeting
MALABAR EXPRESS BG, INC
21 N BUFFALO GROVE RD

DRAFT

Project Plan: MALABAR EXPRESS, 21 N Buffalo Grove Rd, Buffalo Grove, IL 60089

We are Malabar Foods, currently located at 911 Greenwood Rd, Glenview and we are into catering business for more than 20 plus years. We also have Indian groceries store which is located at 909 Greenwood Rd, Glenview next door to our catering business.

We are planning to expand our business by starting an Indian Groceries and Carryout store at 21 N Buffalo Grove Rd, Buffalo Grove, IL 60089, by the name Malabar Express. All carryout food will be prepared at Glenview location, packed, temperature maintained and then transported to Buffalo Grove location where it will be maintained under warmer for daily customer pickup. Any unsold carryout's will be moved to cooler with the production date labeled. Any item for which shelf life is one day, will be disposed.

Similar business plan has been approved and work is in progress at 23, W Grand Ave, Bensenville. Below is the point of contact from Dupage County Health Department in case if there is any questions.

Steve Corrigan, LEHP, REHS/RS
Plan Reviewer
Environmental Health Services

Note: We will be using our food truck / warmers for transporting food from Glenview location to Buffalo Grove to make sure food is stored at right temperature before it goes into Buffalo Grove store warmers.

Corporation Name: MALABAR EXPRESS BG INC

Owners,

1. Rahul Sarojaksha Kurup (Ph: +1 224 399 7101)
2. Mathews Tobin Thomas (Ph: +1 773 512 4373)

Malabar Express at Buffalo Grove will primarily focus on Indian groceries. Also included are:

- **Frozen Section:** Packed vegetables, seafood, processed meat, packed sea food products, snacks and related frozen items.
- **Fresh Meat:** A meat section where customers can buy fresh chicken, pork, mutton, baby goat, beef, fish products. This will be handled by professional meat cutter.
- **Indian Snacks:** Daily prepared snacks from our Glenview location available for Buffalo Grove customer for daily carryout pickup. Shelf life for snacks is one day, any unsold item will be disposed and won't be going to cooler.
- **Carryout Food:** Indian food prepared at our Glenview location available for customers on daily basis for carryout pickup.
- **Others:** Fresh vegetables, eggs, milk, bread, banana and other daily produce

Target Audience:

- Indian expatriates, South Asian communities, and people interested in Indian cuisine.
- Restaurants, caterers, and foodservice businesses.

Operational Plan:

- Store layout – No change to plumbing, electrical work or general modification
- Staffing – 2 staff, front desk and meat cutter to start with. Meat cutter will be a helper at the store as well till the business is established and we can add another team member.
- Hours of operation – 11 AM – 8 PM daily
- The store comes with below as part of the contract,
 - GDM-72F-LD, True's glass three door freezer – two quantities
 - True T-35-HC 39 1/2" Two Section Reach In Refrigerator, (2) Left/Right Hinge Solid Doors, 115v
 - Beverage-Air FB49HC-1S 52" Vista® Two Section Reach In Freezer, (2) Left/Right Hinge Solid Doors, 115v

We are planning to bring in below items which will be making use of the existing electrical outlet

- **1 number**, True GDM-69-HC-LD 78 1/8" GDM Series Three Section Glass Door Merchandiser - (3) Sliding Doors or similar – Brand could change, reference model
- **1 number**, GDM-72F-LD, True's glass two door freezer or similar - Brand could change, reference model (<https://www.katom.com/598-GDM45BK.html>)
- **1 number**, 6 feet meat display cooler. Reference Model (<https://www.katom.com/367-SCCDS356LED.html>)
- **1 number**, Self Service Countertop Heated Display Case. Reference Model (<https://www.katom.com/175-HFM48.html>)
- **1 number**, Self Service Countertop Heated Holding Shelf. Reference Model (<https://www.katom.com/219-HHS5132039.html>)
- **1 number**, commercial electric meat bandsaw. Reference Model (<https://www.katom.com/248-SKGE.html>)
- **1 number**, Commercial Glass Top Freezer or Refrigerator (<https://www.katom.com/161-CFC836Q0WG.html>)

Food Storage:

- **Temperature Control:**
 - Store perishable items (dairy, meats, frozen foods) at the required temperatures. Refrigerators will maintain a temperature between **34°F to 40°F (1°C to 4°C)**, and freezers will be kept at **0°F (-18°C)** or below.

- Non-perishable items (e.g., grains, spices, snacks) will be stored in a cool, dry place, away from direct sunlight, and at a temperature between **50°F to 70°F (10°C to 21°C)**.
- **FIFO (First In, First Out):** We will follow FIFO inventory method to ensure that older stock is sold first, reducing the chances of expired products being sold.

Cross-Contamination Prevention:

- Store raw and cooked foods separately. Use of different containers and surfaces for handling raw meats, seafood, and fresh produce.
- Separate storage areas for items such as **spices, grains, and fresh produce** from meat, poultry, or seafood sections.
- Clean and sanitize surfaces and equipment that come into contact with food regularly.
- Ensure that food packaging is intact and free from any physical contamination (e.g., punctures, tears, or leaks).

Food Handling Training for Employees

- **Training Requirements:**
 - All employees will undergo food safety training (e.g., **ServSafe** or equivalent) before starting work.
 - Regular refresher courses and updates on food safety protocols should be conducted to keep employees informed of best practices.

Conclusion

Launching an Indian grocery store requires thoughtful planning, attention to market demands, and a focus on providing exceptional products and customer service. By following above project plan, we are confident to be successful and a sustainable grocery store that serves the needs of Buffalo Grove community while growing over time.

Please let me know if you'd like additional details on any section!

To make the business plan work, we request your review, approval and guidance to take this opportunity to success.

Point of Contact,
 Rahul S Kurup
 384 Chicory Ln, Buffalo Grove
 224 399 7101
 Partner – Malabar Groceries and Catering LLC
malabar4you@gmail.com

Additional POC,
 Jayson Thomas
 847 708 5819

During your testimony at the Public Hearing, you need to testify and present your case for the Special Use being requested. In doing so, you need to address the six (6) Special Use Standards listed below:

SPECIAL USE STANDARDS

1. The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

Response:

The proposed special use for an Indian grocery store at the subject property will serve the public convenience by offering culturally specific food products and household items that are currently limited or unavailable within close proximity. This will provide a valuable resource for the local community, especially for residents seeking authentic Indian ingredients and goods without needing to travel long distances.

The establishment, maintenance, and operation of the grocery store will not be detrimental to or endanger public health, safety, morals, comfort, or general welfare. The business will operate in full compliance with all applicable health, safety, and zoning regulations. By enhancing access to diverse food options and supporting the daily needs of residents, the store will contribute positively to the neighborhood and promote cultural inclusion.

2. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with said special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it shall be such that it will be in harmony with the appropriate, orderly development of the district in which it is located;

Response:

The proposed Indian grocery store will occupy 1,373 square feet (including walls), a modest footprint that aligns well with the character and scale of the surrounding commercial uses. The nature and intensity of the operation will be limited to retail sales of grocery items, produce, and household goods, generating a manageable level of foot traffic without creating congestion or disturbances.

The subject property provides ample parking, with 29 shared spaces for the building complex, including designated employee parking located at the rear of the building which could also be considered as additional parking i.e. 17 parking spaces. This ensures convenient and sufficient parking availability for customers and staff at all times.

The site benefits from direct access to public streets, allowing for smooth traffic flow and accessibility. The business is located within a commercially zoned district, and its use is in harmony with the orderly development of the area. The grocery store will enhance the mix of retail offerings in the district, meeting the needs of the local community while maintaining compatibility with neighboring properties.

3. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair other property valuations with the neighborhood;

Response:

The proposed special use for an Indian grocery store will not be injurious to the use and enjoyment of nearby properties within the zoning district. The nature of the business—a small-scale retail grocery store—operates during standard business hours, generates minimal noise, and does not involve any industrial or high-impact activities.

All deliveries and operations will be conducted in a manner that respects neighboring businesses and properties, with designated loading areas at the back of the building and parking arrangements that prevent disruption or traffic overflow. The store will maintain a clean, well-kept appearance that contributes positively to the surrounding environment.

Furthermore, the establishment of the grocery store is not expected to substantially diminish or impair property values in the neighborhood. On the contrary, the addition of a culturally diverse retail option may enhance the area's appeal, increase foot traffic for surrounding businesses, and support the vibrancy and economic health of the commercial district.

4. The nature, location and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder or discourage the development and use of adjacent land and buildings in accord with the zoning district within which they lie;

Response:

The nature, location, and size of the building housing the proposed Indian grocery store will not impede, hinder, or discourage the development or use of adjacent land and buildings. The store will occupy 1,373 square feet within an existing commercial building that is appropriately zoned for such use.

The business will operate within the established footprint of the structure, with no exterior modifications or expansions that would impact neighboring properties. All store activities, including loading and customer access, will occur within the existing building layout and designated parking areas, ensuring minimal disruption to the surrounding area.

The grocery store's presence will be fully compatible with the ongoing development and intended uses of adjacent properties, supporting the commercial vitality of the district and contributing to a balanced mix of services for the community.

5. Adequate utilities, access roads, drainage, and/or other necessary facilities have been or will be provided;

Response:

The subject property is located within an established commercial development and is already served by adequate utilities, including water, sewer, electricity, and waste disposal services.

There is direct access to public roads, with clearly marked entry and exit points that allow for safe and efficient traffic flow. The site is also equipped with adequate drainage systems to manage stormwater in accordance with municipal requirements.

All necessary infrastructure and facilities are in place or will be maintained to ensure continued compliance with applicable codes and to support the safe and effective operation of the Indian grocery store.

6. Parking areas shall be of adequate size for the particular special use, which areas shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and from these parking areas shall be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets.

Response:

The parking accommodations for the proposed Indian grocery store are adequate in size and number to support the intended use. The subject property benefits from 29 shared parking spaces within the building complex, along with an additional 17 parking spaces located at the rear of the building, ensuring sufficient capacity for both customers and employees.

The parking areas are properly located on-site and set back from any residential properties. The entrance and exit driveways are designed for safe vehicle movement, with clear visibility and signage to prevent traffic hazards. The layout is intended to minimize congestion on adjacent public streets and ensure smooth, non-disruptive traffic flow both within and around the site.

Traffic Study / Parking Analysis

The proposed Indian grocery store will occupy **1,373 square feet** including walls, located within an existing commercial building with established infrastructure and vehicle access. The scale and nature of the business—focused on the retail sale of groceries, spices, produce, and household goods—will generate **moderate customer traffic**, consistent with similar retail operations in the district.

Customer Volume:

We anticipate an average of **30 to 40 customers per day**, with peak times occurring during **evenings and weekends**. This volume will be **evenly distributed throughout the day**, helping to avoid congestion or high-traffic surges. Visit durations are expected to be relatively short, typically ranging from **15 to 30 minutes**.

Parking Availability:

- **29 shared parking spaces** are available for the building complex, providing ample capacity for customers and employees.
- An **additional 17 dedicated spaces** are available at the rear of the building, offering overflow and employee parking.
- Parking areas are **properly located** and **screened from residential areas** to minimize impact and preserve neighborhood character.

Access & Traffic Flow:

- The site has **direct access to public streets** with safe and clearly marked entrance and exit points.
- Driveways and internal circulation are designed to **prevent traffic hazards, minimize congestion, and ensure smooth vehicle movement**.
- The parking layout complies with local zoning and safety standards, supporting both **vehicular and pedestrian access** efficiently.

In conclusion, the available parking and site access are **adequate to support the intended use** without creating a burden on surrounding infrastructure or adjacent properties.

**DRAFT MINUTES OF THE REGULAR MEETING OF THE PLANNING AND ZONING
COMMISSION HELD AT JEFFREY S. BRAIMAN COUNCIL CHAMBERS
FIFTY RAUPP BLVD, BUFFALO GROVE, IL 60089, WEDNESDAY, MAY 7, 2025**

CALL TO ORDER

Chairperson Weinstein called the meeting to order at 7:30 PM.

Roll call indicated the following were present: PZC Chairperson Weinstein, PZC Commissioner Au, PZC Commissioner Moodhe, PZC Commissioner Worlikar, PZC Commissioner Spunt, PZC Commissioner Davis, PZC Commissioner Saxena, PZC Commissioner Schwartz.

Also present were: Trustee Liaison Denice Bocek, Village Attorney Patrick Brankin, Deputy Community Development Director Kelly Purvis, and Associate Planner Andrew Binder

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

- A. **Consideration of a variation to Fence Code Section 15.20.040 for residential fences, allowing replacement of an existing fence with a 6-foot semi-open fence that exceeds the corner side yard height limit and encroaches into the required setback along Prairie Road at 3040 Roslyn Lane.**

Associate Planner Binder provided an overview of the request and indicated that staff is in support of the fence variation as the fence will match other fences on surrounding properties and will be replacing an existing fence in the same location.

The petitioner, Marius Blass, owner of the property at 3040 Roslyn Lane was sworn in.

Mr. Blass indicated that he has lived in the home for about 8 years and that the fence is approximately 30 years old. He stated that a storm last year blew off several panels of the fence; they have done what they can to repair it, and it needs to be replaced completely at this point.

Mr. Blass stated that the home is also located across the road from a farm and noted that they want a taller fence to help keep animals out of his yard, and from potentially attacking the family dog.

Mr. Blass further noted that many other fences in the area are 6-foot-tall fences. He stated the fence would be in the same location and same style, just 6 feet instead of the existing 5-foot fence.

Com. Au asked about the previous fence variation, whether the fence was 5-foot or 6-foot.

Binder indicated that the existing fence is 5 feet tall.

Com. Au asked if the neighbor's fence to the north is 5 or 6 feet tall.

Binder stated the neighbor's fence is 5 feet tall, but is permitted to be 6 feet.

Com. Davis asked about the specs for the proposed fence.

Mr. Blass noted that they would be using the exact same style of fence.

Com. Davis asked about what the setback would be.

Com. Binder indicated that it would be over 1-foot from the sidewalk, and noted that the fence would be placed at the property line.

Com. Moodhe asked, since a variation was previously granted for the location, if the commission is just considering the height of the fence.

Binder indicated that since the fence is being replaced, both variations are needed.

Com. Moodhe asked about the designation of the roadway and why other properties are permitted a 6-foot fence.

Binder indicated that Prairie Road is considered a collector road, which does not qualify for a 6-foot solid fence. He also noted that the other properties have rear yards along Prairie Road, whereas the subject property's corner side yard is along Prairie Road.

Com. Worlikar asked staff if the previous fence was granted with a 2-foot setback.

Binder noted that he was not sure, it was likely just a recommendation by the Village Engineer. He also noted that the Village Engineer reviewed the request and did not have any issues.

Com. Worlikar asked if the adjacent property received a variation at the same time.

Binder indicated that appears to be the case.

Com. Au asked if it is typical for fences in the front yard to be 6 feet tall.

Binder indicated that the subject fence is located in the corner side yard and noted that it is typical.

The staff report was entered into the record as exhibit 1 and the public hearing was closed.

Com. Davis made a motion to grant a variation to Section 15.20.040 of the Buffalo Grove Fence Code to replace an existing fence with a 6-foot semi-open fence that exceeds the allowable height for a fence in the corner side yard and encroaches beyond the minimum required setback for a corner side yard fence along Prairie Road, at 3040 Roslyn Lane, provided the fence shall be installed in accordance with the documents and plans submitted as part of the petition. The motion was seconded by Com. Moodhe.

Com. Worlikar spoke in favor of the variation, noting that if the house had been turned slightly the request wouldn't have been necessary. He also noted that keeping the height consistent is aesthetically pleasing.

Com. Spunt spoke in favor of the variation and noted the fence will be an improvement to the area.

Com. Au noted that she is generally not in favor of 6-foot fences in the front. She indicated she was ok with the proposal if it is characteristic for the neighborhood.

Chairperson Weinstein spoke in favor of the request, noting that the shadow box style makes a difference with a 6-foot fence. He further noted the fence is in keeping with the character of the neighborhood.

Moved by Jason Davis, seconded by Adam Moodhe to approve the fence variation request. Upon roll call, Commissioners voted as follows:

AYES: 8 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 0 None

Motion declared Passed.

B. Consideration of an amendment to Ordinance No. 2017-044, which approved a Special Use for Chicago School of Golf, Inc. to expand the business operations of a non-academic school, classes, and instruction in the Industrial District at 1610-1612 Barclay Boulevard.

Associate Planner, Binder provided an overview of the request and indicated staff's support for the amendment to the special use to allow the expansion of the use.

The Petitioner, David Maslen from Chicago School of Golf, was sworn in.

Mr. Maslen indicated that they have been in this location since 2017 and noted that they would love to expand. He stated that golf is booming and they have an opportunity to serve more people in Buffalo Grove.

Com. Moodhe asked about the previous special use being designated as a recreational use.

Binder explained that the use is more in-line with a non-academic school providing instruction.

Chairperson Weinstein asked if the facility could be used without coaches.

Mr. Maslen responded that students can come in to practice outside of formal instruction times.

Purvis followed up by asking if anyone from the public not receiving instruction could use the simulators.

Mr. Maslen indicated that they would allow it, but that would be about 1% of their business.

Chairperson Weinstein indicated that he wants to ensure we aren't limiting their use and wanted to know if we could call it instruction and recreational.

Attorney Brankin noted that since it was noticed as a special use for non-academic school, it could not be called a recreational use also.

Com. Davis asked if there would be any change to the ADA requirements for a change in the use designation.

Binder indicated that there would not be.

The staff report was entered into the record as exhibit 1 and the public hearing was closed.

Com. Davis made a motion to make a positive recommendation to the Village Board to allow the amendment to the Special Use Ordinance 2017-044, for the expansion of the non-academic school, classes, and instruction in the Industrial District at 1610-1612 Barclay Boulevard, subject to the conditions listed in the staff report. Com. Spunt seconded the motion.

Chairperson Weinstein spoke in favor of the motion, indicating that it is the same use in the same location. He noted that he was happy to see the business grow and stay in Buffalo Grove.

Com. Moodhe spoke in favor of the request, noting that the predominate use as a non-academic school is appropriate. He reiterated that the use has been good in this location and that he is happy to see them growing and staying in Buffalo Grove as well.

Moved by Jason Davis, seconded by Marc Spunt to recommend approval. Upon roll call, Commissioners voted as follows:

AYES: 8 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 0 None

Motion declared passed.

C. Consideration of a Special Use for a Supermarket and Food Store in the B-5: Town Center Planned District at 21 N. Buffalo Grove Road.

Associate Planner, Binder provided an overview of the request and indicated staff's support for the special use to allow a supermarket and food store in the B-5 Town Center Planned District.

The petitioner, Rahul Kurup was sworn in.

Mr. Kurup stated that his grocery store has been in business for 20 years. He walked through the proposed operations of the store and noted that this would be an expansion of their location in Glenview. He stated that there would not be any modification to the building and that the grocery store would focus on providing Indian groceries and snacks that would be delivered to the store daily.

Com. Moodhe asked about the use and why it requires approval.

Binder noted that a special use is required for food stores in the B-5 District.

Moodhe asked about the "take-out" food and if it is actually being catered in.

The petitioner indicated that the food would be prepared in Glenview and brought to the store and kept in warmers. At the end of the day, whatever is not sold will be destroyed.

Com. Moodhe asked about the language in the suggested motion requiring future similar uses to come back for approval through the Village Board.

Attorney Brankin noted that this is consistent with current practices and is the appropriate way to handle special uses, which do not run with the land. He noted that the special use is not freely assignable to another entity.

Chairperson Weinstein asked about the two prior grocery uses in this location, noting that they were not successful.

Mr. Kurup indicated that they have a long-term plan that they think will be successful for the space.

The staff report was entered into the record as exhibit 1 and the public hearing was closed.

Com. Davis made a motion to make a positive recommendation to the Village Board to allow a Special Use for a Supermarket and Food Store in the B-5: Town Center Planned District at 21 Buffalo Grove Road, subject to the conditions listed in the staff report. Com. Worlikar seconded the motion.

Com. Worlikar spoke in favor of the motion and indicated that he is supportive of residents opening businesses in the Village and that this use would serve Buffalo Grove's diverse community.

Com. Moodhe stated that he hopes that this business has more luck and that he was happy to see the expansion of this business to Buffalo Grove.

Moved by Jason Davis, seconded by Neil Worlikar to recommend approval. Upon roll call, Commissioners voted as follows:

AYES: 8 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Jason Davis, Sujat Saxena, Don Schwartz
NAYS: 0 None
ABSENT: 0
Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

B. Approval of Draft Minutes from the March 5, 2025 Planning and Zoning Commission Meeting

Chairperson Weinstein called for a motion to approve the draft minutes from the March 5, 2025 Planning and Zoning Commission meeting.

Moved by Adam Moodhe, seconded by Jason Davis to approve. Upon roll call, Commissioners voted as follows:

AYES: 8 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 0

Motion declared Passed.

C. Chairperson's Report

Chairperson Weinstein noted that the seat to his right was empty. He noted that he wanted to thank Vice Chair Richards on record for his years of service on the Planning and Zoning Commission, noting that he will be officially sworn in as a Trustee soon.

Chairperson Weinstein also noted that things are in the works for filling the vacancy.

D. Committee and Liaison Reports

Chairperson Weinstein noted that he attended a meeting in April where an amendment to a special use was approved for the after-school tutoring use. He further noted that the Village Board meetings start at 7:00pm instead of 7:30pm now.

E. Staff Report/Future Agenda Schedule

Staff indicated that there are not any complete applications for consideration at the May 21st meeting and that meeting will be canceled.

Deputy Director, Purvis thanked the Commissioners that attended the training last week and noted that slides and notes will be shared with the Commissioners.

Purvis thanked the Commissioners for completing their compliance filings by May 1st.

Com. Worlikar noted that he appreciated the Commission training and noted that he was impressed with how organized and well managed Buffalo Grove's PZC seems to be. He provided a brief overview of the training.

F. Public Comments and Questions

All comments will be limited to 5 minutes and should be limited to concerns or comments regarding issues that are relevant to Planning and Zoning Commission business and not on the regular agenda for discussion.

ADJOURNMENT

Chairperson Weinstein called for a motion to adjourn the meeting.

Moved by Jason Davis, seconded by Amy Au to adjourn. Upon roll call, Commissioners voted as follows:

AYES: 8 Mitchell Weinstein, Amy Au, Adam Moodhe, Neil Worlikar, Marc Spunt, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 0 None

Motion declared Passed.

The meeting was adjourned 8:28 PM



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 8.f. R-2025-16

Resolution Ratifying an Intergovernmental Agreement with The Northeastern Illinois Regional Crime Laboratory for forensic services

Contacts

Liaison: Trustee Cesario

Staff: Brian Budds

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the resolution ratifying an Intergovernmental Agreement with the Northeastern Illinois Regional Crime Laboratory for forensic services.

Summary

Please see the attached memorandum.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Goal

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

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. IGA w Buffalo Grove
2. NIRCL Resolution 2025 DRAFT
3. Buffalo Grove NIRCL IGA.031524





MEMORANDUM

DATE: May 8, 2025

TO: Dane Bragg, Village Manager

FROM: Brian Budds, Chief of Police

SUBJECT: Intergovernmental Agreement (IGA) with Northeastern Illinois Regional Crime Laboratory

RECOMMENDATION

Staff recommends the ratification of the Intergovernmental Agreement (IGA) between the Village of Buffalo Grove and the Northeastern Illinois Regional Crime Laboratory (NIRCL). This agreement is vital to maintaining and enhancing public safety services for our community.

BACKGROUND

The Buffalo Grove Police Department has been a member of the Northeastern Illinois Regional Crime Laboratory since 1988. NIRCL provides member agencies with a range of forensic services, including drug chemistry, toxicology, firearm and toolmark analysis, latent prints, and DNA analysis. The lab has a long-standing reputation for delivering timely and reliable forensic results, which are crucial for advancing criminal investigations and supporting successful prosecutions.

While no substantive changes have been made to the terms of the agreement, this formal reaffirmation is required to confirm our ongoing commitment and participation as a member agency.

ANALYSIS

The Intergovernmental Agreement with the Northeastern Illinois Regional Crime Lab is critical to maintaining the Buffalo Grove Police Department's ability to deliver timely and effective law enforcement services. Through this agreement, the department gains access to expedited forensic testing, enhancing the speed and quality of criminal investigations and prosecutions.

Regional collaboration keeps advanced forensic services affordable by sharing costs with partner municipalities, avoiding the much higher expense of outsourcing. Additionally, as a participating member, the department has representation in setting lab priorities, ensuring that local cases receive necessary attention.

The department's long-standing participation since 1988 has strengthened cross-jurisdictional cooperation and improved information sharing among agencies. Reestablishing the intergovernmental agreement ensures uninterrupted access to these essential services and

Page 1 of 2

smart. with heart.

50 Raupp Boulevard, Buffalo Grove, IL 60089 847-459-2500 vbg.org

reinforces the department's commitment to public safety, building community trust by ensuring that crimes are addressed swiftly and thoroughly using the best available forensic resources.

FINANCIAL IMPACT

As a member agency, the Buffalo Grove Police Department is responsible for paying an annual membership fee and facility maintenance fee as compensation to the Northeastern Illinois Regional Crime Lab to help offset operational costs. The specific amounts of these fees are determined and may be adjusted from time to time in accordance with NIRCL's constitution and bylaws.

The current annual membership fee is \$63,090.00, and the annual facility maintenance fee is \$3,000.00.

NEXT STEPS

Upon formal approval and ratification, NIRCL will be notified, and the Buffalo Grove Police Department will continue participation as an active member agency.

APPENDICES

- a. Resolution Approving Intergovernmental Agreement
- b. Intergovernmental Agreement between the Buffalo Grove Police Department and Northeastern Illinois Regional Crime Laboratory



RESOLUTION 2025-xx

A RESOLUTION RATIFYING AN INTERGOVERNMENTAL AGREEMENT WITH THE NORTHEASTERN ILLINOIS REGIONAL CRIME LABORATORY

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

WHEREAS the President and Board of Trustees of the Village of Buffalo Grove desire to ratify the Intergovernmental Agreement with Northeastern Illinois Regional Crime Laboratory; and

WHEREAS the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised jointly with any other unit of local government; and

WHEREAS the Buffalo Grove Police Department benefits by being a member of the Northeastern Illinois Regional Crime Laboratory (NIRCL) by receiving forensic services for the analysis and identification of physical evidence.

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

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

SECTION 2. The Intergovernmental Agreement with the Northeastern Illinois Regional Crime Laboratory, a copy of said agreement is attached hereto, is hereby ratified and approved.

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

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

Member Agency: Buffalo Grove

**INTERGOVERNMENTAL AGREEMENT
AMONG THE MEMBER AGENCIES OF THE
NORTHEASTERN ILLINOIS REGIONAL CRIME LABORATORY**

THIS AGREEMENT made and entered into by and among the member agencies or units of local government (hereinafter called Members) of the Northeastern Illinois Regional Crime Laboratory (hereinafter called the Crime Lab):

WITNESSETH:

WHEREAS, the Members recognize that the enforcement of laws, statutes, and ordinances and the investigation of criminal and quasi-criminal activity requires the use of certain forensic services for the analysis and identification of physical evidence; and

WHEREAS, the Members desire to utilize such forensic services and resources during the enforcement of laws, statutes, and ordinances and the investigation of criminal and quasi-criminal activity; and

WHEREAS, the Members are entering into this Intergovernmental Cooperative Agreement (the "Agreement") pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); Article 5, Sections 1-4-6 and 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/1-4-6 and 5/11-1-2.1); and other applicable authority;

NOW, THEREFORE, the Members agree as follows:

SECTION 1 - PURPOSE OF AGREEMENT; RECITALS

This agreement is made in recognition of the fact that criminal investigations and other law enforcement efforts are greatly enhanced when agencies have access to the resources and the support of a specialized forensic organization. It is the purpose of this Agreement to provide the means whereby assistance is provided to the Member by the Crime Lab pursuant to the conditions of this agreement. The foregoing recitals are hereby incorporated into this Agreement as findings of the Members and the Crime Lab.

SECTION 2 - DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as set forth in this Section.

1. **Forensic Services:** Those services provided by the Crime Lab to a Member pursuant to this Agreement that pertain to the identification, and analysis of physical evidence pursuant to the investigation or prosecution of a crime.
2. **Annual Assessment:** The fee provided for by this agreement to serve as compensation to the Crime Lab to offset the cost of operation. Costs of

Member Agency:

operation include any costs incurred by the Crime Lab in the furtherance of its operation including costs for personnel, training, facilities, fixtures, equipment, supplies, and utilities.

An annual assessment shall be levied against all Members in accordance with the duly adopted Constitution and Bylaws of the Crime Lab.

A basic requirement of continued membership under this Agreement is the timely payment of the Annual Assessment and other established fees by the Member.

SECTION 3 - TERM

The initial term of this Agreement shall be for a period commencing on the date of execution of the Agreement by the Chief Executive Officer of the Member and concluding on the Member agency's fiscal year end immediately following such date of execution.

SECTION 4 - ADMINISTRATION AND OPERATIONS

The administration and operation of the Crime Lab shall be in conformance with the precepts set forth in the Constitution and Bylaws of the Crime Lab and any Standard Operating Guidelines established under the authority of those bylaws.

SECTION 5 - SCOPE OF RESPONSE

The Crime Lab shall provide forensic services as outlined in the current scope of accreditation for any official investigation conducted by the law enforcement department of a Member initiated within its corporate boundaries.

In addition to the Scope of Services, the Crime Lab will also aid agencies with the destruction of drugs and firearms. Such destruction will be completed in compliance with the policies set by the Crime Lab.

SECTION 6 - DIRECTION OF PERSONNEL AND EQUIPMENT

The Crime Lab Executive Director shall be responsible for supervising and directing the actions of all Crime Lab personnel and for determining the use of all equipment and resources of the Crime Lab.

SECTION 7 - AUTHORITY OF CRIME LAB PERSONNEL

Each employee of the Crime Lab shall be fully authorized by the Member to perform their official duties pursuant to any official investigation conducted under the terms of this Agreement.

SECTION 8 - REIMBURSEMENT TO CRIME LAB

Members shall be responsible for paying such annual fees, facility occupation and maintenance fees, capital improvement fees, and service fees as may be established from time to time pursuant to the Constitution and Bylaws of the Northeastern Illinois Regional Crime Lab.

Member Agency:

SECTION 9 - INDEMNIFICATION

To the greatest extent permissible by law, the Crime Lab shall assume full and complete responsibility for the actions of its employees acting pursuant to this Agreement, including without limitation, insurance, indemnification, and protection of such personnel.

SECTION 10 - EFFECTIVENESS; TERM

This agreement shall be in full force and effect and legally binding on the Crime Lab and the Member as of the date written below. This Agreement shall automatically renew for a period of twelve (12) months on the first day of the subsequent fiscal year of the member agency immediately following such effective date, and each first day of the subsequent fiscal year of the member agency thereafter for a like period of twelve (12) months.

SECTION 11 - AMENDMENTS

This Agreement may be amended from time to time in writing approved by resolution of the corporate authorities of each Member. Any proposed amendment shall not be effective until adopted and approved by the corporate authorities of each Member.

SECTION 12 - TERMINATION

The Member may terminate this Agreement by resolution of its corporate authorities. Certified copies of any such terminating resolution shall be filed with the Executive Director of the Crime Lab and the President of its Executive Board within thirty (30) days after its passage. In the event of termination as to one Member, this Agreement shall remain binding as to the remaining Members.

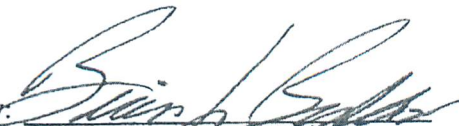
Termination shall not be effective, however, until ninety (90) days after filing of certified copies to the Executive Director and President of the Executive Board. Moreover, notwithstanding such termination, a terminating Member shall remain liable and responsible for paying all fees for services provided by the Crime Lab prior to the effective date of such termination.

Further, a terminating Member shall not be entitled to any refund or return, in whole or in part, of fees or assessments paid by such Member prior to the effective date of such termination nor shall the terminating Member be entitled to receive or hold any interest in any equipment or other assets or interests of the Crime Lab.

IN WITNESS THEREOF, this Agreement has been duly executed this 15th day
of March, 2024.

For the Northeastern Illinois Regional Crime Laboratory

By: 
NIRCL President

By: 
Chief Executive Officer of Member Agency

BUFFALO GROVE PD
Member Agency Name

JANUARY 1
Date Fiscal Year Begins for Member Agency

June 2018



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 8.g. R-2025-17

Resolution relating to the semi-annual review of closed session minutes and approval of closed session minutes.

Contacts

Liaison: Clerk Sirabian

Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a resolution relating to the semi-annual review of closed session minutes and approval of closed session minutes

Summary

The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the consensus on all minutes listed in the attached resolution and to the extent required by law.

Strategic Alignment

Guiding Principle

N/A

Goal

N/A

File Attachments

1. Draft Resolution Approval of Executive Sessions Minutes 2025-XX



RESOLUTION 2025-xx

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

BE IT RESOLVED by the President and Board of Trustees of the Village of Buffalo Grove, Cook and Lake Counties, Illinois, pursuant to Section 2.06 of the Open Meetings Act:

SECTION 1. On April 21, 2025 the Corporate Authorities of the Village reached consensus to approve the following Closed Session minutes:

September 16, 2024 October 21, 2024 February 3, 2025 March 3, 2025

SECTION 2. The Corporate Authorities of the Village determine that the need for confidentiality still exists with regard to the consensus on all minutes listed in Section One and to the extent required by law, the approval of said minutes is hereby ratified and approved.

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

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: May 19, 2025

AGENDA ITEM 8.h. O-2025-66

Ordinance Approving a Right-of-Way Access Agreement with BIF IV Intrepid OpCo LLC

Contacts

Liaison: Trustee Weidenfeld

Staff: Kyle Johnson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the execution of a right-of-way agreement with BIF IV Intrepid OpCo LLC.

Summary

This right-of-way access agreement specifies the conditions and uses of the right-of-way through a permitting process overseen by the Village Engineer. With multiple entities seeking access to the right-of-way for telecommunications uses in the near term, the Village drafted this agreement to ensure impartial and appropriate use of the space available. Several other agreements are expected to take shape in the coming months, however BIF IV Intrepid OpCo LLC is the first to reach agreement on the language with the Village Engineer and Village Attorney. Staff recommends approval of the agreement as shown.

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

Goal 4: Vibrant and innovative community: leading edge

Goal 5: More livable Buffalo Grove community with leisure experiences for all

File Attachments

1. DRAFT Ordinance - Intrepid

2. Intrepid Buffalo Grove License Agreement





ORDINANCE 2025-xxx

AN ORDINANCE APPROVING A RIGHT-OF-WAY ACCESS AGREEMENT WITH BIF IV INTREPID OPCO LLC

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

WHEREAS the Village seeks to enter into a right-of-way access agreement with BIF IV Intrepid OpCo LLC.

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 right-of-way access 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

RIGHT-OF-WAY ACCESS AGREEMENT

This Right-of-Way Access Agreement ("Agreement") is made and entered into this 13 day of May, 2025, by and between the Village of Buffalo Grove, an Illinois home rule municipal corporation ("Village"), and BIF IV Intrepid OpCo LLC, a Delaware limited liability company ("Licensee").

RECITALS

- A. The Village owns, controls, and maintains public rights-of-way and has adopted Title 12 of its Municipal Code governing the use, construction, and occupancy of said rights-of-way.
- B. Licensee is a communications provider duly authorized under federal and state law and seeks to install, operate, and maintain fiber optic or other communications facilities in the Village's rights-of-way.
- C. Licensee desires to obtain from the Village a non-exclusive license to access certain portions of its rights-of-way and the Village is willing to grant such a license under the terms set forth herein, consistent with applicable laws and in the interest of the public welfare.

SECTION 1. GRANT OF LICENSE

- 1.1 The Village, acting through its Village Manager or Village Engineer pursuant to authority delegated by the Village Board of Trustees, grants to Licensee a non-exclusive, revocable license to install, operate, maintain, repair, replace, and remove communications facilities within the public rights-of-way identified in Exhibit A ("Licensed Area"), subject to the terms of this Agreement, Village ordinances, but not limited to Title 12 and Title 16 of the Village Code as amended from time to time, and all applicable federal and state laws.
- 1.2 Licensee shall not use or occupy any easement or property interest not owned by the Village without first obtaining lawful authority to do so and providing written evidence thereof to the Village.
- 1.3 Licensee shall not interfere with existing or future public utility infrastructure and shall coordinate installations to avoid conflict with existing easements or encroachments.
- 1.4 Licensee shall construct and maintain its facilities in a manner that preserves the safety and accessibility of the public rights-of-way. Facilities shall not impede visibility, ADA access, or emergency response operations.

SECTION 2. TERM

This Agreement shall be effective as of the date above and shall remain in effect for five (5) years. It may be renewed for one (1) additional five-year term upon mutual written agreement of the

parties unless either party provides written notice of non-renewal at least 180 days prior to expiration.

SECTION 3. COMPLIANCE AND PERMITS

3.1 Licensee shall obtain all required permits before commencing any work. All activity must comply with the Village Code, applicable safety standards, and any conditions attached to the permits. No facility may be installed or maintained outside of the Licensed Area without prior written approval.

3.2 Licensee shall not use or occupy any easement or property interest not owned by the Village without first obtaining lawful authority to do so and providing written evidence thereof to the Village.

3.3 Licensee shall not interfere with existing or future public utility infrastructure and shall coordinate installations to avoid conflict with existing easements or encroachments.

3.4 Licensee shall construct and maintain its facilities in a manner that preserves the safety and accessibility of the public rights-of-way. Facilities shall not impede visibility, ADA access, or emergency response operations.

3.5 Licensee shall post and maintain irrevocable letter of credit or other financial security in a form acceptable to the Village in the amount of 110% of the Engineer's Opinion of Probable Costs, or such other amount as may be required under Section 12.04.100 of the Village Code. The security shall ensure compliance with the terms of this Agreement, restoration obligations, and indemnification commitments.

3.6 Licensee shall annually register with the Village as required by Section 12.04.030 of the Village Code, including current contact, emergency, and insurance information.

3.7 No person shall construct (as defined in this Chapter 12 of the Village Code) any facility on, over, above, along, upon, under, across, or within any Village right-of-way which: (1) changes the location of the facility, (2) adds a new facility, (3) disrupts the right-of-way (as defined in Chapter 12 of the Village Code), or (4) materially increases the amount of area or space occupied by the facility on, over, above, along, under across or within the right-of-way, without first filing an application with the Village Engineer and obtaining a permit from the Village therefor, except as otherwise provided in Chapter 12 of the Village Code. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way.

3.7.1 All applications for permits pursuant to Chapter 12 of the Village Code shall be filed on a form provided by the Village and shall be filed in such number of duplicate copies as the Village may designate. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or

"confidential" by clearly marking each page of such materials accordingly.

3.7.2 Permit application length. All permit applications will be limited to 5,000 feet or as determined reasonable by the Village Engineer.

3.7.3 Minimum General Application Requirements. The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:

3.7.3.1 The utility's name and address and telephone and telecopy numbers.

3.7.3.2 The applicant's name and address, if different than the utility, its telephone, telecopy numbers, e-mail address, and its interest in the work.

3.7.3.3 The names, addresses and telephone and telecopy numbers and e-mail addresses of all professional consultants, if any, advising the applicant with respect to the application.

3.7.3.4 A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed.

3.7.3.5 Evidence that the utility has been placed on file with the Village:

3.7.3.6 A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the Illinois Manual on Uniform Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and

3.7.3.7 An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the Village and shall promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this section unless the Village finds that additional information or assurances are needed.

3.7.3.8 Drawings, plans and specifications showing the work proposed, including the certification of an engineer that such drawings, plans, and specifications comply with applicable codes, rules, and regulations; Drawings must include all existing utilities which should be obtained through a Design Stage JULIE locate ticket request.

3.7.3.9 Evidence of insurance as required herein.

3.7.3.10 Evidence of posting of the security fund as required in Section 12.04.100 of the Village Code.

3.7.3.11 Any request for a variance from one or more provisions of Chapter 12 of the Village Code; and

3.7.3.12 Such additional information as may be reasonably required by the Village.

3.7.4 In the case of the installation of a new electric power, communications, telecommunications, cable television service, video service or natural gas distribution system, evidence that any "Certificate of Public Convenience and Necessity" or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority.

3.7.4 Applicant's Duty to Update Information. Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the Village within thirty days after the change necessitating the amendment.

3.8 Village Review of Permit Applications. Completed permit applications, containing all required documentation, shall be examined by the Village Engineer within a reasonable time after filing. If the application does not conform to the requirements of applicable ordinances, codes, laws, rules, and regulations, the Village Engineer shall reject such application. If the Village Engineer is satisfied that the proposed work conforms to the requirements of Chapter 12 of the Village Code and applicable ordinances, codes, laws, rules, and regulations, the Village Engineer shall issue a permit therefor as soon as practicable. In all instances, it shall be the duty of the applicant to demonstrate, to the satisfaction of the Village Engineer, that the construction proposed under the application shall be in full compliance with the requirements of Chapter 12 of the Village Code. The Village Engineer may also approve an application "As Noted", which will demonstrate provisions of the permit that are required of the work.

3.9 Effect of Permit - Authority Granted. No Property Right or Other Interest Created. A permit from the Village authorizes a permittee to undertake only certain activities in accordance with Chapter 12 of the Village Code on Village rights-of-way and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the rights-of-way.

3.10.1 Duration. No permit issued under Chapter 12 of the Village Code shall be valid for a period longer than six months unless construction is actually begun within that period and is thereafter diligently pursued to completion.

3.10.2 Pre-Construction Meeting at the Village Engineer's option, no construction shall begin pursuant to a permit issued under Chapter 12 of the Village Code prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a pre-construction meeting. The pre-construction meeting shall be held at a date, time and place designated by the Village with such Village representatives in attendance as the Village

deems necessary. The meeting shall be for the purpose of reviewing the work under the permit, and reviewing special considerations necessary in the areas where work will occur, including, without limitation, presence or absence of other utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of rights-of-way by the public during construction, and access and egress by adjacent property owners.

3.10.3 Compliance with All Laws Required. The issuance of a permit by the Village does not excuse the permittee from complying with other requirements of the Village and applicable statutes, laws, ordinances, rules, and regulations.

3.10.4 Notice Before Commencement of Construction. A minimum of seventy-two hours prior written notice must be given to the Village Engineer before any work shall begin pursuant to a permit issued under Chapter 12 of the Village Code.

3.10.5 Copy of Permit at Site Location. A copy of the issued permit shall be kept at the work site at all times.

3.13 Revised Permit Drawings - If the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the Village within ninety days after the completion of the permitted work. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. If any deviation from the permit also deviates from the requirements of Chapter 12 of the Village Code it shall be treated as a request for variance in accordance with Section 12.04.210 of Chapter 12 of the Village Code. If the Village denies the request for a variance, then the permittee shall either remove the facility from the right-of-way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefore.

3.14 Village Right to Revoke Permit. The Village may revoke or suspend a permit issued pursuant to Chapter 12 of the Village Code for one or more of the following reasons:

3.14.1 Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application.

3.14.2 Noncompliance with Chapter 12 of the Village Code.

3.14.3 Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the rights-of-way presents a direct or imminent threat to the public health, safety, or welfare; or

3.14.4 Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.

Incomplete or failure to perform on another permit within the Village.

3.15 Notice of Revocation or Suspension. The Village shall send written notice of its intent to revoke or suspend a permit issued pursuant to Chapter 12 of the Village Code stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this section.

3.16 The Village may, in its discretion, for good cause shown, extend the time periods provided in this subsection.

3.16.1 Stop Work Order. In addition to the issuance of a notice of revocation or suspension, the Village may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within subsection A of this section.

3.16.2 Failure or Refusal of the Permittee to Comply. If the permittee fails to comply with the provisions of subsection C of this section, the Village or its designee may, at the option of the Village: (1) correct the deficiencies; (2) upon not less than twenty days' notice to the permittee, remove the subject facilities or equipment; or (3) after not less than thirty days' notice to the permittee of failure to cure the noncompliance, deem them abandoned and property of the Village. The permittee shall be liable in all events to the Village for all costs of removal.

SECTION 4. FEES AND COSTS

Licensee shall pay all applicable permit fees and reimburse the Village for any actual, reasonable third-party costs incurred for engineering review, inspections, or restoration oversight, as permitted under Title 12.

SECTION 5. INSURANCE

5.1 Licensee shall maintain insurance as required by Section 12.04.080 of the Village Code, naming the Village and its elected and appointed officials, employees, agents, and representatives as additional insureds. Certificates of insurance shall be filed prior to the commencement of work and updated annually. Nothing in this Agreement shall prevent the Village from requiring greater insurance coverage than specified in Section 12.04.080.

5.2 All insurance shall be effected under policies issued by carriers rated at least A- and Class VII by A.M. Best. Licensee may self-insure only upon written approval by the Village and demonstration of financial capacity consistent with Section 12.04.080(E) of the Village Code.

SECTION 6. INDEMNIFICATION

To the fullest extent permitted by law, Licensee shall defend, indemnify, and hold harmless the Village, its corporate authorities, officers, officials, employees, agents, representatives, and contractors (collectively, the "Indemnitees") from and against any and all claims, liabilities, obligations, damages, penalties, fines, costs, and expenses (including attorneys' fees and expert witness fees), of any kind or nature, whether direct or indirect, arising out of or resulting from:

(a) Licensee's or its contractors', subcontractors', employees', agents', or affiliates' acts or omissions in connection with the construction, installation, operation, maintenance, repair, relocation, or removal of Licensee's facilities.

(b) any breach or default by Licensee in the performance of its obligations under this Agreement.

(c) any violation by Licensee or its agents of applicable law.

(d) any claim for bodily injury, personal injury, death, property damage, or economic harm arising out of or in connection with Licensee's use or occupancy of the rights-of-way.

(e) any claim arising from or related to the relocation or removal of the Licensee's facilities in accordance with Section 7 or Section 8, including, but not limited to those brought by Licensee's customers or end users that assert injuries of any kind resulting from a loss or interruption of service in the licensed facility.

except to the extent caused by the gross negligence or willful misconduct of the Village. The obligations set forth in this section shall survive the expiration or earlier termination of this Agreement. Nothing herein shall waive any defense or immunity the Village may assert as it relates to any claim.

SECTION 7. RELOCATION AND REMOVAL

7.1 Village-Directed Relocation in the Public Interest.

Upon written notice from the Village Manager or their designee, Licensee shall, at its sole cost and expense, promptly relocate, remove, or adjust its facilities as directed when necessary to further the public interest. Examples include public works, utility improvements, transportation upgrades, or safety enhancements. Formal direction from the Village Board shall not be required to trigger Licensee's obligations under this Section.

7.2 Timing and Compliance.

Unless otherwise stated, Licensee shall complete the relocation within forty-five (45) days. Permitting and other requirements remain applicable to the relocation efforts. The Village Manager may grant an extension for good cause provided such an extension does not delay the remainder of the project to the detriment of the Village. The Village may assess any costs associated with an extension requested or otherwise occasioned by the Licensee on the Licensee.

7.3 Failure to Comply.

If Licensee does not comply, the Village may perform the work and invoice Licensee for all reasonable costs. Payment is due within thirty (30) days.

7.4 Emergency Relocation.

In emergencies, the Village may relocate facilities without prior notice. Licensee shall reimburse costs upon demand.

7.5 No Compensation.

Licensee waives any claim for compensation related to relocation or removal under this Section.

7.6 Interruption.

Licensee shall indemnify, defend, and hold the Village harmless from any and all claims by itself, its customers or third parties resulting from any interruption of service occasioned by the relocation or removal of the Licensees' facilities under this section

SECTION 8. ABANDONMENT AND REMOVAL UPON CESSATION OF OPERATIONS

8.1 Obligation to Remove Facilities.

Licensee shall remove its facilities and restore the right-of-way upon:

- (a) Insolvency or bankruptcy.
- (b) Cessation of operations within the Village; or
- (c) Non-use of a facility for six (6) consecutive months without justification.

8.2 Notice of Cessation or Abandonment.

Licensee shall notify the Village within thirty (30) days of any such event.

8.3 Village Self-Help.

If Licensee does not remove the facilities within sixty (60) days of notice from the Village, the Village may perform the work and recover costs through any security provided and seek to recover any difference from Licensee.

8.4 Title to Abandoned Facilities.

The Village may elect to take title to abandoned facilities by written notice. At the Village's election, title may be limited to certain appurtenances.

8.5 Determination of Abandonment.

A facility will be deemed abandoned if:

- It is unused for six (6) consecutive months; and
- Licensee fails to demonstrate legitimate business plans or continued maintenance.

- Licensee fails to respond within thirty (30) days to a Village request for certification of use.

The Village may request an annual certification of use and intent to maintain.

SECTION 9. ASSIGNMENT

9.1 Assignment is prohibited without prior written consent of the Village.

9.2 Licensee shall notify the Village at least thirty (30) days prior to any transfer of ownership or control of the facilities. All obligations of this Agreement shall be binding on any successor.

SECTION 10. DEFAULT AND TERMINATION

10.1 The Village may revoke this License, in whole or in part, or suspend construction or operation of any Licensee facilities within the public right-of-way, if:

1. Licensee has made a materially false or misleading statement in its application.
2. Licensee fails to comply with any term, condition, or obligation under this Agreement or applicable Village ordinances, including Title 12.
3. The presence or condition of the Licensee's facilities presents an imminent threat to public health or safety; or
4. Licensee fails to construct or maintain its facilities substantially in accordance with the approved plans or applicable law.
5. Licensee fails to comply with JULIE law.

10.2 Prior to revocation, the Village shall give written notice to Licensee describing the default or violation. Licensee shall have thirty (30) days to cure the violation or, if it cannot reasonably be cured within such a period, to begin and diligently pursue the cure to completion.

10.3. If Licensee fails to cure within the required period, the Village may revoke the License or take such other enforcement action as authorized by law, including removal of facilities at Licensee's expense.

10.4 Nothing in this Agreement shall be construed to limit the Village's authority under Title 12.04.110 or other applicable law.

SECTION 11. NOTICES

All notices shall be in writing and delivered by personal service, certified mail, electronic mail, or courier to:

If to the Village:
Village Manager

If to Licensee:

Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089

Intrepid Fiber Networks
Attn: Shane peverill
11001 W 120th Ave
Suite 305
Broomfield, CO 80021

With a copy to:
Patrick T. Brankin, Village Attorney
Schain Banks Kenny & Schwartz, Ltd
70 W Madison St., Ste 5400
Chicago, IL 60601
(312) 345-5700
pbrankin@schainbanks.com

shane.peverill@intrepidfiber.com

SECTION 12. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles. Any litigation or proceeding arising out of or relating to this Agreement shall be brought exclusively in the Circuit Court of Cook County, Illinois, and the parties irrevocably submit to the jurisdiction and venue of that court.

SECTION 13. GENERAL CONSTRUCTION REQUIREMENTS

13.1 General Conditions

13.1.1 It is the policy of the Municipality and other governing agencies to set standards for the performance of construction. This agreement shall expressly adhere to the 'Standard Specifications for Road and Bridge Construction', latest edition, the 'Standard Specifications for Water and Sewer Main Construction in Illinois', latest edition, the 'Illinois Manual on Uniform Traffic Control Devices', latest edition, and Village Code unless otherwise specified herein.

13.2 JULIE Notification

13.2.1 The Contractor shall contact the Joint Utility Locating Information for Excavators (JULIE) a minimum of two (2) days (not including the day of the call) in advance before any project is started in accordance with Article 107.39 of the Standard Specifications and JULIE law.

13.3 Prosecution of the Work

13.3.1 The work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure successful completion according to the time specified.

13.3.2 The utility shall notify the Village Engineer in writing at least 72 hours in advance of construction commencement and 24 hours in advance of either discontinuing or resuming operations.

13.4 Construction Work Periods

13.4.1 Construction operations shall be completed in accordance with Title 9.38 of the Village Code. All work shall be confined to the period beginning at 7:00 AM and ending at 6:00 PM on weekdays. No work shall be done on Saturdays, Sundays or legal holiday periods as defined in article 107.09 of the Standard Specifications.

13.4.2 Construction operations on rights-of-way may, at the discretion of the Village Engineer, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right-of-way or other property.

Construction operations must coordinate with other project work and operations. The Village Engineer may require the discontinuation of work at any time to ensure projects are appropriately prioritized.

13.4.3 These restrictions may be waived by the Village Engineer when emergency work is required to restore vital utility services.

13.5 Emergency Contact

13.5.1 The utility shall appoint an emergency contact for the Village which shall be available twenty-four (24) hours a day, seven (7) days a week, regarding problems, or complaints resulting from the installation, operation, maintenance, or removal of the facilities. At a minimum, the utility shall provide a phone number for this person.

13.6 Progress Schedule

13.6.1 Prior to the start of construction, the Contractor shall submit to the Village Engineer a satisfactory progress schedule or critical path schedule which shall show the proposed sequence of work, and how the utility proposes to complete the various items of work within the timeframe allowed. Work may not begin prior to the Village Engineer approving this schedule.

13.7 Traffic Control Plan

13.7.1 Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

13.7.2 Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

13.7.3 The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the Village. Failure to

comply may result in a fine in accordance with Article 107.09 of the Standard Specifications and/or a termination of work activities.

13.8 Maintenance of Roadways and Erosion Control

13.8.1 The utility shall be required to control dust or air-borne dirt resulting from construction operations by utilizing a mechanical street sweeper on all pavements within or adjacent to the project work zone throughout the duration of the project. The resulting debris shall be disposed of off-site in accordance with Article 202.03 of the Standard Specifications. Individual fire hydrant use shall not be permitted to control dust at specific locations. The utility shall provide dust control operations daily, throughout the project limits and adjacent streets. At the direction of the Village Engineer, a professional street sweeper may be requested on a weekly basis or as deemed necessary.

13.8.2 No excavations shall be left open during non-work hours unless approved by the Engineer and adequately protected from the public.

13.8.3 The utility will be required over the course of construction to clean inlet filter baskets weekly or prior to a forecasted rain event. Many of the homes in the Village have lower garages and are susceptible to damage when streets flood. The utility shall be held liable for any damage to private structures if it is determined that the damage was due to the utilities neglect as specified herein. In the event water is not properly running through inlet filter baskets caused by debris, the Village crews may respond to resident calls about street flooding. Any Village expense occurred in labor or materials responding to these calls will be back charged to the utility.

13.8.4 The utility will be required to perform erosion control best management practices as listed on the plans, specifications, and details during construction. Discharge of sediment-laden water or construction debris into the storm sewer system or waterways will not be permitted and subjected to a monetary penalty as noted in the monetary penalties general condition. In addition, the utility will be responsible for cleaning all storm sewer systems and waterways to their preconstruction condition to the satisfaction of the Village Engineer. In the event of an illicit discharge, regardless of blame, the utility shall concentrate their work efforts on remedying the situation to correct the deficiency.

13.9 Construction Staging

13.9.1 No material shall be stored on the right-of-way without the prior approval of the Village Engineer. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right-of-way maintenance or damage to the right-of-way and other property. If material is to be stored on right-of-way, prior approval must be obtained from the Village.

13.9.2 The plans submitted by the utility to the Village Engineer shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.

13.9.3 The utility shall make themselves aware of the surroundings and of private property. The Village will not tolerate entering private property or driving equipment/vehicles on a driveway within the public right of way to remain for any reason during construction unless prior approval has been granted by the property owner.

13.10 Boring or Jacking

13.10.1 Pits and Shoring. Boring or jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the Village Engineer from the edge of the pavement. Pits for boring or jacking shall be excavated no more than forty-eight hours in advance of boring or jacking operations and backfilled within forty-eight hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.

13.10.2 Wet Boring or Jetting. Wet boring or jetting shall not be permitted under the roadway.

13.10.3 Borings with Diameters Greater than Six Inches. Borings over six inches (fifteen one-hundredths m) in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch (twenty-five mm).

13.10.4 Borings with Diameters Six Inches or Less. Borings of six inches or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.

13.10.5 Tree Preservation. Any facility located within the drip line of any tree designated by the Village to be preserved or protected shall be bored under or around the root system.

13.11 Trenching

13.11.1 Trenching for facility installation, repair, or maintenance on rights-of-way shall be done in accord with the applicable portions of Section 603 of IDOT's "Standard Specifications for Road and Bridge Construction."

13.11.2 The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe-line testing. Only one-half of any intersection may have an open trench at any time unless special permission is obtained from the Village Engineer.

13.11.3 Open Trench and Excavated Material. Open trench and windrowed excavated material shall be protected as required by Chapter 6 of the Illinois Manual on Uniform Traffic Control

Devices. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right-of-way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off-road location.

13.11.4 Drip Line of Trees. The utility shall not trench within the drip line of any tree designated by the Village to be preserved.

13.12 Backfilling

13.12.1 Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with IDOT's "Standard Specifications for Road and Bridge Construction." When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used based upon Exhibit 109 of Title 16 of the Village Code.

13.12.2 For a period of three years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the facility. If so, ordered by the Engineer, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the Engineer.

13.13 Pavement Cuts

13.13.1 Pavement cuts for facility installation or repair shall be permitted on a highway only if that portion of the highway is closed to traffic. If a variance to the limitation set forth in this subsection is permitted under Section 12.04.210 of the Village Code, the following requirements shall apply:

13.13.2 Any excavation under pavements shall be backfilled and compacted as soon as practicable with IDOT approved granular material of CA-6 or CA-10 gradation, in accordance with Section 1004 of the Standard Specifications and as designated by the Engineer. All aggregates shall be compacted to 95% modified proctor density conforming to ASTM D-1557 or AASHTO T-180.

13.13.3 Restoration of pavement, in kind, shall be accomplished within ten days after any portion of the right-of-way or easement is disturbed, damaged or destroyed due to construction or maintenance by the utility, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the Village. All hot-mix asphalt shall be an IDOT approved mix and be compacted in accordance with Section 406 of the Standard Specifications. All portland cement

concrete shall be an IDOT approved mix in accordance with Sections 420, 423, and 424 of the Standard Specifications.

13.13.4 The utility shall be required to perform a perpendicularly straight joint by full-depth machine sawing of all proposed items to be removed prior to removal operations to prevent damage or spalling to existing hardscape to remain. Simple or partial depth scoring shall not be permitted. All sawcut slurry, regardless of the amount, shall be promptly removed to prevent tracking. Any slurry tracked or left on surfaces to remain shall be thoroughly cleaned or replaced, at the direction of the Village Engineer, by the utility.

13.13.5 For all rights-of-way which have been reconstructed with a concrete surface/base in the last seven years, or resurfaced in the last three years, permits shall not be issued unless such work is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction or unless a pavement cut is necessary for a JULIE locate.

Pavement cuts on surfaces rehabilitated or replaced in the last seven years will not be permitted without permission from the Village Engineer. In the event any hard surface is damaged by the Licensee or their contractor, the surface will be required to be replaced from cold joint to cold joint in each direction.

13.14 Encasement

13.14.1 Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one-piece fabrication or by welding or jointed installation approved by the Village.

13.14.2 The venting, if any, of any encasement shall extend within one foot (three-tenths m) of the right-of-way line. No above-ground vent pipes shall be located in the area established as clear zone for that particular section of the highway.

13.15 Landscape Restoration

13.15.1 The utility shall restore all turn and terrain within ten days after any portion of the right-of-way or easement is disturbed, damaged or destroyed due to construction or maintenance by the utility in accordance with Sections 211, 250, and 251 of the Standard Specifications. work shall include all labor, material, and equipment necessary to furnish and install pulverized topsoil, seed, fertilizer nutrients and Mulch Method 3A in accordance with Sections 211, 250, and 251 of the Standard Specifications and as specified herein.

13.15.2 Pulverized topsoil shall be placed to a maximum depth of four (4) inches and not be placed until the area has been shaped, trimmed, and finished to the lines and grades as directed by the Engineer. All irregularities, depressions, or high points in the surface shall be filled or smoothed out before topsoil is placed. The surface of the topsoil shall be blended to match the existing terrain and adjacent roadway, and be free from clods, stones, sticks, and debris.

13.15.3 The utility shall furnish and place IDOT Class 1A seed, and be produced and tested in the current year, be of good quality, and free of weeds. Nitrogen, Phosphorus, and Potassium Fertilizer nutrients shall be applied at a 1:1 ratio in accordance with Article 250.04 of the Standard Specifications. Within 24 hours of seed placement, erosion control blanket shall be placed in accordance with Article 251.04 of the Standard Specifications.

13.15.4 It is recommended that the utility water the area every other day at a rate of three (3) gallons per square yard, however, it is the sole and exclusive responsibility of the utility to make required adjustments to the watering rate or schedule.

13.15.5 To be acceptable for final acceptance, the landscaped areas shall undergo a 30-day period of establishment beginning on the last day that seed is sowed. During this period, the utility shall be responsible for watering, removing weeds and maintaining the seeded areas and repairing any damage to the seeded areas due to but not limited to, errant vehicles, severe weather or all other causes. At the end of the 30-day period of establishment, the Village or Engineer will inspect the landscaped area and if deemed unsatisfactory, the utility shall be required to provide means and methods necessary to establish a live, healthy turf area. Should the seed not germinate because of prevailing cool weather, the period of establishment may be adjusted as determined by the Engineer. It shall be the sole and exclusive responsibility of the utility, not the Village, for maintaining and monitoring the landscape restoration during the period of establishment.

13.15.6 Planting times shall be performed when the ambient temperature has been between 45°F and 80°F for a minimum of seven (7) consecutive days and is forecasted to be the same for the next five (5) days according to the National Weather Service.

13.16 Protection of Mailboxes

13.16.1 The utility shall take all necessary precautions when working near mailboxes. If at the utility's discretion, a mailbox will interfere with construction operations, a temporary mailbox shall be located per the United States Postal Service requirements and the permanent mailbox reinstalled following said operation. At no time shall a resident be without a mailbox or not receive mail due to a mailbox being removed, replaced or damaged. The utility shall replace any mailbox or post which has been damaged by the utility's operations due to neglect, misconduct or poor workmanship.

13.16.2 The utility must maintain access for both residents and mail carriers to all mailboxes throughout the duration of the project.

13.17 Use of Fire Hydrants

13.17.1 The indiscriminate use of fire hydrants is strictly prohibited. The utility can obtain non-potable water in bulk for a charge at Buffalo Grove's self-serve Water Station located at 851 Krause Drive. There is a credit card reader attached to the station for payment. The utility shall

provide a water truck or containment and driver to obtain and transport the water. If it is determined that the utility or its subcontractors operate or use a Village fire hydrant, a monetary penalty of \$1,000 per occurrence will be imposed.

13.18 Existing Hardscape

13.18.1 Any damage to existing hardscape from tracked equipment or due to the utility's negligence, workmanship, or neglect shall be replaced at the utilities expense. It is recommended rubber tired or rubber tracked equipment is used. The Village shall determine the limit of removal and replacement operations, and all work shall be completed to the satisfaction of the Village Engineer.

13.19 Tree Protection and Preservation

13.19.1 Breaking off branches of plant material to remain during clearing or construction operations will not be allowed. Preceding any existing tree pruning or trimming operations, the utility shall demonstrate that there is no other practical method to complete the work and request permission from the Engineer. All pruning shall be done according to the current ANSI A300 (Part 1) – Pruning Standard.

13.19.2 All branches and foliage pruned or trimmed shall be disposed of off-site in accordance with Article 202.03 of the Standard Specifications.

13.19.3 All existing trees larger than 6" in diameter and not specifically designated for removal, which are removed or damaged due to the utilities neglect, shall be inspected by the Village Forester or his designated representative. For each infraction that causes damage to a tree, a monetary penalty of \$1,000 may be imposed and the replacement of the damaged tree is required, depending on the extent of injury caused to each tree. No replacement tree shall have a diameter of less than 3" or more than 6", unless authorized by the Village of Buffalo Grove. All new plantings shall be completed in accordance with Section 253 of the Standard Specifications.

13.20 Use of the Work Site

13.20.1 The utility shall use the Work Site solely to complete the Work and such related activities as may be authorized or directed by the Village. Except as provided herein, the utility shall not (nor shall the utility cause or permit any employee or person under utilities control) display or broadcast commercial, political, or religious messages or advertisements of any nature at the Work Site or in connection with the Work. The foregoing shall not be construed to prohibit the following at the Work Site or in connection with the Work: (a) the use of equipment, materials, or other items (e.g. personnel uniforms and clothing) that identify the utility (such as by displaying the utilities name, logo, slogan, contact information, or similar messages) or that identify the maker or supplier of such equipment, material, or item; or (b) the use or display of signs, flags, cones, traffic control devices, markers, or other similar devices that reasonably relate to the Work, Work

Site safety, public safety, or regulatory compliance; or (c) personal speech, religious practice, or expression by any individual performing Work or at the Work Site; or (d) upon written approval or direction of the Village, the display of information regarding the sponsor of the Work or funding sources for the Work.

13.20.2 In addition, the utility shall not (nor shall the utility require or permit its personnel, subcontractors, or subcontractors' personnel to) conduct any prohibited political activity at the Work Site or while performing the Work. The utility and its personnel or subcontractors (including any subcontractor's personnel) shall not intentionally or knowingly use the Work Site or any other property or resources of the Village in connection with any prohibited political activity. For purposes of this section, the term "prohibited political activity" shall have the meaning set forth in Section 5 of the State Officials and Employees Ethics Act, 5 ILCS 430/1-5.

13.21 Water and Sewer Services

13.21.1 The Village of Buffalo Grove will not locate private water and sewer service lines as part of the JULIE notification system. The property owner is the owner of these services from the building to the main and are exempt from the JULIE system.

13.21.2 The utility is fully responsible for protecting all utilities near or in their excavation area and shall make themselves fully aware of the exact location of each utility; marked or not marked. The utility may elect to locate any and all utilities marked or unmarked, at their expense. Repeated damage to service lines will need to be repaired from the main to the right-of-way as directed by the Engineer. The utility shall be responsible for repairs to all damaged utilities incurred as determined by the Village or Engineer.

13.21.3 All repairs to damaged water and sewer service lines shall be completed with material equal to, including size, of the existing service. Connections of dissimilar materials shall be made with stainless steel non-shear mission couplings or appropriate flare couplings for water services. All fittings for copper water service lines shall be of the "flare" type regardless of temporary or permanent use. Any damage to existing water service lines during construction shall be repaired with the existing main under pressure. The utility shall have a crimping tool and e-z out or freeze kit on-site to make repairs as required. Repair of service lines in this manner shall only be performed on lines that will be abandoned as part of this project, if applicable.

13.21.4 The utility shall refer to the Village of Buffalo Grove's Exhibit 109 Materials List for all material requirements.

13.22 Red Line Record Drawings

13.22.1 Prior to initial acceptance of improvements, the utility shall supply the Village Engineer with red line as-built drawings of the installed and abandoned utility improvements including but not limited to depth and alignment of new utility, horizontal offsets of at-grade appurtenances, and

other underground utility deviations. The depth and alignment shall be noted at all utility crossings, and a minimum fifty (50) foot spacing along the utility.

13.22.2 The as-built drawings shall be submitted to the Village in red marked PDF file on the approved plan. As-builts with insufficient recorded information will be rejected.

13.23 Final Site Inspection

13.23.1 After the utility has submitted the notice of final completion to the Village, the Village may perform a final site inspection of the work performed.

13.23.2 Upon completion of the final site inspection, the Village Engineer will provide the utility a list of any deficiencies documented. The utility will have fourteen (14) calendar days to correct any deficiencies following the scheduled final inspection and punch list submittal by the Village Engineer.

In the event of a conflict between this section and the Village Code, the Village Engineer shall determine the proper clarification.

SECTION 14. TELECOMMUNICATION SPECIFIC REQUIREMENTS

14.1 Fiber Optic Cable

14.1.1.1 The Fiber Optic Cable and the installation shall meet the requirements of the National Electrical Code (NEC), particularly covered in Article 770.

14.1.1.2 All splices shall be secured in fiber optic splice trays within fiber optic distribution enclosures. No in-ground splices or terminations will be permitted.

14.1.1.3 Extra cable shall be left in each fiber optic enclosure. Storage of additional extra cable in each handhole shall be coiled. These coils shall be bound at a minimum of three points around the coil perimeter and supported in their static storage positions. The minimum of extra cable amounts shall be ten (10) feet in gulfboxes and junction boxes, fifty (50) feet in handholes, and one hundred (100) feet in double handholes, conduit risers, support poles, and any splice location.

In the event of a conflict between this section and the Village Code, the Village Engineer shall determine the proper clarification.

SECTION 15. COMMUNICATION REQUIREMENTS

15.1 Website Hosting

15.1.1 All providers are required to host and maintain a Village of Buffalo Grove specific website that shall include, but are not limited to, the following information:

15.1.1.1 Mapped projects in construction

15.1.1.2 Mapped projects in development. Showing planned design, permit and construction schedules.

15.1.1.3 Mapped projects designed and permitted. Showing planned construction schedules.

15.1.1.4 How does a resident find out more about services

15.2 Village Advertisement

15.2.1 No Licensee will be permitted to advertise within Village publications

15.2.2 Under no circumstances may a Licensee portray affiliation with the Village in its publications

15.3 Public Notification on Service Delivery

15.3.1 The utility shall be required to provide and distribute letters to residents or business owners anytime access will be affected to a home or business or utility service is interrupted. They are also required to notify residents or business owners if they will be working in the right-of-way directly adjacent to the property or through an easement on the property.

15.3.2 Letters shall be typed on standard 8.5" x 11" paper and an envelope may or may not be used. All letters shall be printed on the utilities letterhead and include the name, address, and telephone number of the utilities person in charge.

15.3.3 Letters shall be taped to a non-painted surface using painters' tape or approved equal, and will be placed in as many locations as needed to ensure they will be visible to residents. Distributing letters via mailbox is discouraged, however, must be compliant with all United States Postal Service federal regulations. Notification letters shall include, but are not limited to, the following information:

15.3.3.1 The exact day and time work is to begin that will affect access (weather permitting).

15.3.3.2 How the residents will know they may resume normal access to their property.

15.3.3.3 The anticipated length of the closure (no more than one week will be permitted).

15.3.3.4 Specific location where parking is permitted, both overnight and during the working day (as signed and normally permitted during daytime).

15.3.3.5 The Village of Buffalo Grove Police Department has been notified that overnight parking will be permitted. (It shall be the responsibility of the Contractor to confirm this with the Village.)

15.3.3.6 The utility will go door-to-door the moment prior to work is to begin to ensure all accommodation is made.

15.3.3.7 The utilities person in charge name and contact information for additional information or specific requests.

15.3.3.8 Specific documentation as to why they have access rights to the easement (if applicable.)

15.3.4 Notification letters shall be distributed a minimum of 24 hours prior to access being affected or otherwise. If this requirement is not met, work shall not commence. Additional letters may be required when weather or other unforeseen circumstances change the schedule. When requested, the utility is required to return or provide correspondence from a resident within 24 hours.

SECTION 16. ENTIRE AGREEMENT; AMENDMENT

This Agreement represents the full understanding between the parties and may only be amended by written instrument signed by both.

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

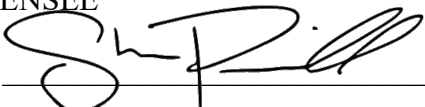
VILLAGE OF BUFFALO GROVE

By: _____

Name: _____

Title: _____

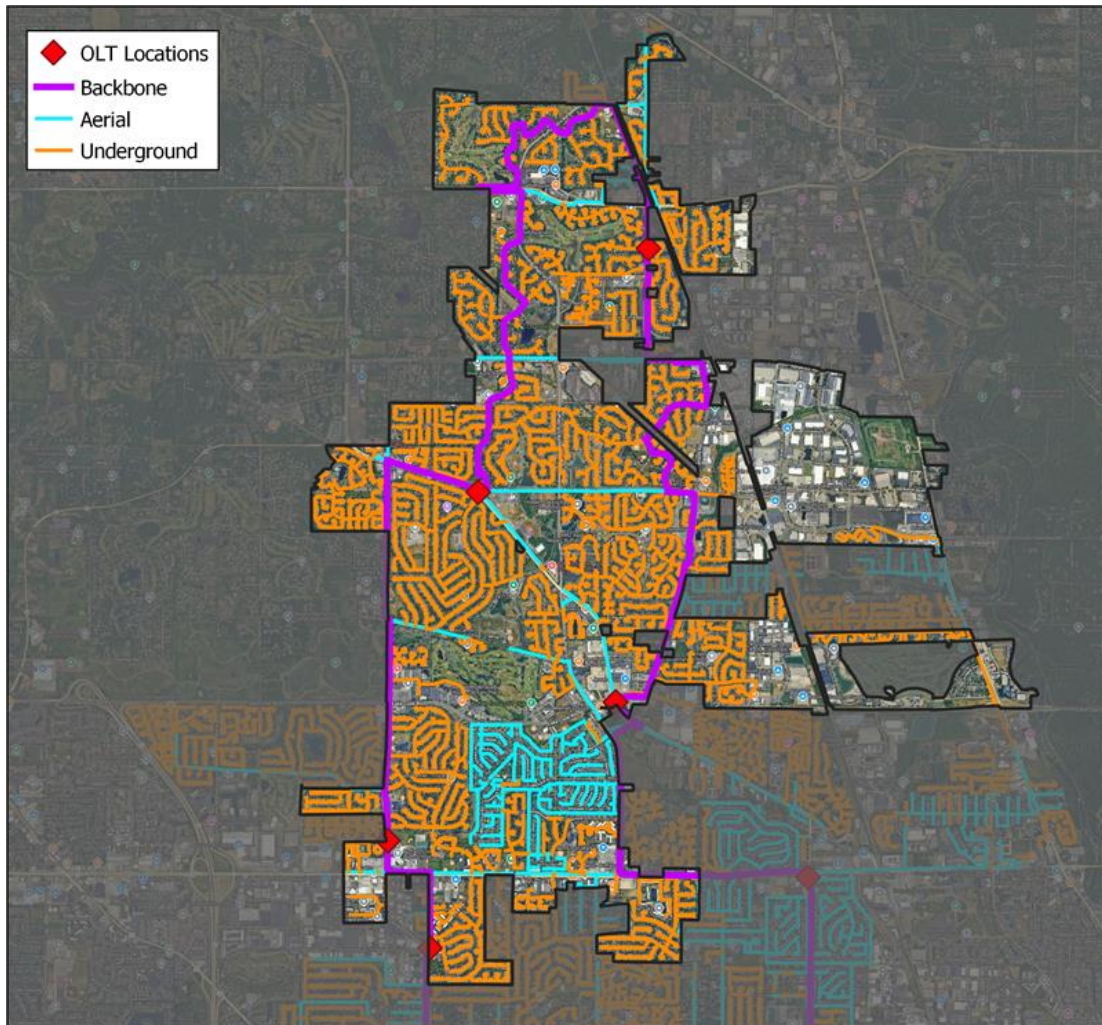
LICENSEE

By:  _____

Name: Shane Peverill

Title: VP, Business Development

EXHIBIT A





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 8.i.

Proclamation Recognizing National Pollinators Month

Contacts

Liaison: Trustee Johnson

Staff: Molly Gillespie

Staff Recommendation

Staff recommends proclamation.

Recommended Motion

I move to approve a Proclamation Recognizing National Pollinators Month

Summary

Proclamation Recognizing National Pollinators Month

Strategic Alignment

Guiding Principle

Principle 6: Engages Our Residents

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Pollinators Month Proclamation



BUFFALO GROVE

PROCLAMATION

RECOGNIZING JUNE AS NATIONAL POLLINATORS MONTH

WHEREAS, pollinators—including bees, butterflies, birds, bats, beetles, and other animals—play a vital role in the health of ecosystems and are responsible for the reproduction of nearly 90% of the world's flowering plant species, including more than 1,200 crops; and

WHEREAS, pollinators contribute significantly to the global economy and agriculture, including the production of fruits, vegetables, nuts, and seeds, thereby promoting food security and overall human health; and

WHEREAS, the Village of Buffalo Grove recognizes the essential ecological benefits pollinators provide through sustaining natural ecosystems, promoting biodiversity, and supporting diverse native plant communities; and

WHEREAS, pollinator populations are in decline due to habitat loss, pesticide use, disease, climate change, and other environmental threats; and

WHEREAS, Buffalo Grove residents are encouraged to take action by planting pollinator-friendly native plants, reducing pesticide use, and supporting conservation initiatives that protect and enhance pollinator habitats; and

WHEREAS, this year, I Eric Smith, once again signed the National Wildlife Federation's Mayors' Monarch Pledge and have officially committed to taking meaningful action to protect pollinators such as the monarch butterfly; and

WHEREAS, the Village of Buffalo Grove has committed to working with volunteers from Save the Monarchs in Buffalo Grove, the Buffalo Grove Environmental Action Team and other partners to build an annual plan to protect these important pollinators in our community; and

NOW THEREFORE, I Village President Eric Smith do hereby proclaim the month of **June 2025** as **National Pollinators Month** in the Village of Buffalo Grove and encourage all residents to participate in community activities that support and celebrate pollinator conservation.

Eric N. Smith
Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 8.j. R-2025-18

A Resolution to Ratify an Amendment to the Existing Driveway Access Agreement between the Village of Buffalo Grove, the Buffalo Grove Park District and SDG Dundee Road LLC as part of the Bison Crossing Development.

Contacts

Liaison: Trustee Ottenheimer

Staff: Christopher Stilling

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a Resolution to Ratify an Amendment to the Existing Driveway Access Agreement between the Village of Buffalo Grove, the Buffalo Grove Park District and SDG Dundee Road LLC as part of the Bison Crossing Development.

Summary

Background

On January 30, 2024, the Village Board approved and authorized the Village Manager to execute a consent to non-exclusive driveway access agreement between the Park District and Shorewood Development for the Bison Crossing project. As part of that consent, the Village joined in the execution of an easement and waived a right of reverter that the Village had as to certain property owned by the Buffalo Grove Park District that was to be utilized for access and was the subject of the easement agreement for the Bison Crossing development. Based upon certain IDOT requirements, there has been an adjustment of the original design of the access which has necessitated an amendment to the easement agreement. Given the language in the original consent, and that Village staff had no objections to the redesigned access, as it was consistent with the Village Board's prior grant of authority, the amendment was signed by the Village in late April to ensure the project progresses on time.

Action Requested

Staff has placed this matter on the consent agenda for ratification. As noted, since the amendment was consistent with the original intent, the Village Attorney determined the amendment could be signed by the Village Manager, but also recommended that it be ratified by the Village Board.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Principle 5: Partnership with Local Districts

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

File Attachments

1. Draft Resolution - Ratify Access Easement
2. Amendment to Nonexclusive Driveway Access Easement Agreement - April 2025





RESOLUTION 2025-xx

A RESOLUTION TO RATIFY AN AMENDMENT TO THE EXISTING DRIVEWAY ACCESS AGREEMENT BETWEEN THE VILLAGE OF BUFFALO GROVE, THE BUFFALO GROVE PARK DISTRICT AND SDG DUNDEE ROAD LLC AS PART OF THE BISON CROSSING DEVELOPMENT

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

WHEREAS on January 30, 2024, the Village Board approved and authorized the Village Manager to execute a consent to non-exclusive driveway access agreement between the Park District and Shorewood Development for the Bison Crossing project.; and

WHEREAS IDOT required adjustments of the original design of the access which has necessitated an amendment to the easement agreement; and

WHEREAS given the language in the original consent, and that Village staff had no objections to the redesigned access, as it was consistent with the Village Board's prior grant of authority, the amendment was signed by the Village Manager in late April to ensure the project progresses on time.

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

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

SECTION 2. The Amendment to the Existing Driveway Access Agreement between the Village of Buffalo Grove, the Buffalo Grove Park District and SDG Dundee Road LLC as part of the Bison Crossing Development, attached hereto as Exhibit A, is hereby ratified and approved.

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

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

**This instrument was prepared by
and after recording return to:**

Wesley K. Dagestad
Polsinelli PC
150 N. Riverside Plaza, Suite 3000
Chicago, Illinois 60606

AMENDMENT TO NONEXCLUSIVE DRIVEWAY ACCESS EASEMENT AGREEMENT

THIS AMENDMENT TO NONEXCLUSIVE DRIVEWAY ACCESS EASEMENT AGREEMENT (the “**Amendment**”) is made this ____ day of _____, 2025 (“**Effective Date**”), by and between **BUFFALO GROVE PARK DISTRICT, ILLINOIS**, an Illinois Park District (the “**Park District**”), **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation (the “**Village**”), and **SDG DUNDEE RD LLC**, an Illinois limited liability company (“**Lot 1 Owner**”). Park District, the Village, and Lot 1 Owner when referred to together are sometimes hereinafter referred to as the “**Parties**”.

R E C I T A L S

A. Park District is the owner of certain real property for the use as a public park located in the Village of Buffalo Grove, Wheeling Township, Cook County, Illinois, commonly known as “Bison Park”, 905 Dundee Road, Buffalo Grove, Illinois 60089 (PIN #03-08-101-016-0000) (“**Bison Park**”), as legally described on **Exhibit A** attached hereto and incorporated herein by reference.

B. Lot 1 Owner is the owner of certain real property located in the Village of Buffalo Grove, Wheeling Township, Cook County, Illinois, commonly known as 915 Dundee Rd., Buffalo Grove, Illinois 60089 (PIN #03-08-101-021-0000) (“**Lot 1**”), as legally described on **Exhibit B** attached hereto and incorporated herein by reference.

C. Lot 1 Owner and Park District previously entered into that certain Nonexclusive Driveway Access Easement Agreement dated January 22, 2024, and recorded on February 1, 2024, as Document No. 2403245067 in the Cook County Recorder of Deeds (the “**Easement Agreement**”) whereby Park District and Lot 1 Owner agreed to certain covenants, easements, and terms and conditions related to Lot 1 owner redeveloping Lot 1 and a portion of the Existing Driveway Improvements (as defined in the Easement Agreement) for ingress and egress to both Lot 1 and Bison Park from Dundee Road, a public right-of-way.

D. The Village previously consented to the terms of the Easement Agreement as the holder of certain rights of reverter with respect Bison Park, as set forth in that certain Consent to Nonexclusive Driveway Access Easement Agreement, dated January 30, 2024, and recorded on March 12, 2024 as Document No. 2407207026 via the Cook County Recorder of Deeds (the “**Consent of Easement**”) subject to the terms and conditions set forth therein.

E. After the date of the Easement Agreement and in connection with the Lot 1 Development, the Illinois Department of Transportation (“**IDOT**”) has requested certain modifications and amendments to the New Access Improvements, Site Plan, and Easement Area, all as described in the Easement Agreement.

F. Pursuant to Section 8 of the Easement Agreement, the Park District and Lot 1 Owner have agreed to execute certain amendments to the Easement Agreement to the extent reasonably necessary to adjust or modify the location of easement areas and improvements contemplated under the Easement Agreement.

G. The Village is the owner of real property contiguous with Bison Park, and fronting Dundee Road (PIN #03-08-101-012-0000) located in the Village of Buffalo Grove, Wheeling Township, Cook County, Illinois, (“**Village Tract**”).

H. Based on the revised location of the New Access Improvements and Easement Area required by IDOT, the northwestern most corner of the Village Tract is located within a portion of the revised easement areas and improvements originally contemplated by the Easement Agreement.

I. To facilitate the Lot 1 Development and completion of the New Access Improvements in harmony with the use and enjoyment of Bison Park, the Parties hereby wish to amend the terms of the Easement Agreement solely with respect to: (1) identifying the revised location of the Easement Area located within: (i) a portion of Bison Park as legally described on **Exhibit C-1** and, (ii) a portion of the Village Tract as legally described on **Exhibit C-2**, as each is approximately depicted within the cross-hatched area on **Exhibit C-3**, all of which are attached hereto and incorporated herein by this reference; (2) modifying the location of Lot 1 Owner’s installation of the New Access Improvements as approximately depicted on the Site Plan attached hereto as **Exhibit D** (the “**Site Plan**”); and (3) modifying certain rights and obligations with respect to construction and maintenance of improvements set forth in the Easement Agreement, for purposes of satisfying IDOT’s modifications to the Lot 1 Development.

J. The Parties have agreed to amend the terms of the Amendment to accommodate the foregoing, subject to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, the execution of this Amendment by the Parties hereto, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, it is agreed as follows:

1. **Ingress and Egress Easement**. The Village hereby grants to Lot 1 Owner together with its members, owner(s), agents, employees, contractors, tenants, customers, invitees, licensees, and successors and assigns, for the benefit of Lot 1, a perpetual, non-exclusive easement over and across the portion of the Driveway to be located on the Village Tract which is legally described on **Exhibit C-2** and located adjacent to the Park District Easement Area (as defined herein) approximately as shown on **Exhibit D** attached hereto for the purpose of (i) permitting the reciprocal ingress and egress of persons and vehicles between Lot 1, Bison Park, and Dundee Road and (ii) fulfilling Lot 1 Owner’s related obligations set forth in **Section 3** of this Amendment. Lot 1 Owner acknowledges that neither the Driveway nor any portion of the Village Tract may be used for parking or for the loading, unloading, backing up or otherwise obstructing the Driveway with vehicles. Neither the Driveway nor the Village Tract shall be used by Lot 1 Owner or its beneficiaries to loiter, solicit, store personal property or park or store vehicles or otherwise take any action

contrary to the right of ingress and egress and maintenance provided herein. Neither the Driveway nor the Village Tract shall be obstructed by any barrier, fence, or other obstruction. The Village acknowledges and agrees Lot 1 Owner's use of the Driveway and easement granted herein is intended to be used to facilitate the Lot 1 Development as a commercial development including any additional developments constructed on Lot 1, and Village agrees that such use does not and will not constitute an overburdening of the easement or interference with the Village's use of the Driveway irrespective of the amount of traffic generated by such businesses; provided that such use is in accordance with the terms and conditions of this Agreement.

(a) Village Reservation. Village and its agents, contractors, divisions therein hereby reserves for itself, its successors and assigns, the right to use the portion of the Driveway located within the Village Tract for any purpose which is not inconsistent with Lot 1 Owner's use and maintenance of the Driveway for ingress and egress, including, but not limited to, the right to use the Driveway for the installation of underground utility lines or repair of improvements within public rights of way. Lot 1 Owner specifically acknowledges that the Village is required to maintain Dundee Road and pedestrian sidewalks adjacent thereto.

(b) Temporary Interruption. Village hereby reserves the right to close off the portion of the Driveway located on the Village Tract for such commercially reasonable period or periods of time as may be required in connection with: (i) any necessary repairs to the pavement of Dundee Road or pedestrian walkways within the Village Easement Area (as defined herein) or areas located within a public right of way; or (ii) installation or maintenance of utility lines across and under the Driveway. Village shall, except in the case of an emergency, coordinate access to and the closing of such portion of the Driveway with Lot 1 Owner so that there is no unreasonable interference with the use and operation of the improvements on Lot 1.

2. Revised Easement Area; Ingress and Egress Easement. The grant of non-exclusive ingress and easement across the portion of the Driveway located within Bison Park in Section 1 of the Easement Agreement shall be amended and modified to be defined as (i) the grant of non-exclusive ingress and easement across from the Park District to Lot 1 Owner within the portion of the Driveway located within Bison Park as legally described on Exhibit C-1 and approximately as shown on Exhibit C-3 attached hereto, ("Park District Easement Area") and (ii) together with the grant of non-exclusive ingress and easement across from the Village to Lot 1 Owner within the portion of the Driveway located within the Village Tract as legally described on Exhibit C-2 and approximately as shown on Exhibit C-3 attached hereto, ("Village Easement Area") (collectively, the "Easement Area"). The Parties further acknowledge and agree the Easement Area, together with the New Access Improvements as approximately shown on Exhibit C-3 and the Site Plan on Exhibit D shall collectively comprise the "Driveway" as such term is referenced in the Easement Agreement and this Amendment thereto.

3. New Access Improvements, Maintenance of Driveway; Manner of Work. Section 3 of the Easement Agreement shall be deleted in its entirety and replaced with the following subparagraphs:

(a) Construction and Maintenance of Driveway. Lot 1 Owner shall be responsible for constructing and installing (or causing the construction and installation of) the New Access Improvements at its sole cost and expense. With exception of any damage to the Easement Area caused by the negligence or willful misconduct of the Village, the Park District, or their respective agents, contractors, or licensees, Lot 1 Owner shall be responsible for the cost of maintaining, repairing, and replacing the improvements within the Driveway in good order and repair, including managing of the work, and securing contractor(s)

to perform snow and ice removal, cleaning debris, seal-coating, re-striping median repairs, and patching and resurfacing of the paved surfaces within the Driveway all in compliance with all applicable laws, ordinances, rules and regulations. For the avoidance of doubt, except for the Parking Lot defined in Section 3(b) herein, Lot 1 Owner shall not be responsible for maintaining any of the improvements located outside of the Easement Area such as the improvements located within a public right of way in connection with its obligations under this Easement Agreement, provided, however, Lot 1 Owner agrees to restore any areas disturbed by the construction of the New Access Improvements and/or Driveway in connection with the exercise of its rights under this Easement Agreement. Notwithstanding anything contained herein to the contrary, the Ingress and Egress Easement rights granted by the Park District and the Village to Lot 1 Owner pursuant to the Easement Agreement (as modified by this Amendment) shall expressly include the right of Lot 1 Owner to access and maintain the improvements located in the Driveway and Parking Lot (as defined herein) to the extent reasonably required to fulfill its obligations in this Section 3.

(b) Additional Improvements. In connection with the completion of the New Access Improvements, Lot 1 Owner shall also be responsible for constructing and installing (or causing the construction and installation of) the re-sealing and re-striping of the parking lot connected to the Driveway within Bison Park, as such parking lot area exists as of the Effective Date (the "**Parking Lot**") at its sole cost and expense. After the re-sealing and re-striping of the Parking Lot, Lot 1 Owner shall be responsible for the cost of ongoing sealing and striping of the Parking Lot in good order and repair, including managing of the work, and securing contractor(s) to perform snow and ice removal, seal-coating, and re-striping the Parking Lot ("**Parking Lot Maintenance**"). Except for the Parking Lot Maintenance, the Parties acknowledge and agree Lot 1 Owner shall not be responsible for any repair, maintenance, or replacement obligations of the improvements located within Bison Park (such as debris removal, landscaping, or expanding, replacing, relocating, or otherwise re-configuring the Parking Lot). Lot 1 Owner agrees to cause the completion of certain site modifications within Bison Park related to (i) the demolition and removal of the existing asphalt pedestrian trail connecting the Parking Lot to the existing baseball field, (ii) demolition and removal of the existing baseball field backstop, fencing, and paved dugout areas, and (iii) level, grade, and seed disturbed areas in connection with the demolition and removal of such pedestrian trail and baseball field (collectively, "**Park Modifications**"). In addition, Lot 1 Owner agrees to cooperate with the Park District to allow directional signage and points of access for Bison Park to be included on Lot 1 and other portions of real property within the Plat of Subdivision of Bison Crossing (the "**Plat**") in locations reasonable acceptable to the Park District and Lot 1 Owner or its affiliates.

4. New Access Improvements: Temporary Construction Easement. Lot 1 Owner's obligation to construct and install the New Access Improvements within the Driveway shall mean the improvements installed within the Driveway approximately depicted on **Exhibit D**. The grant of Temporary Construction Easement from Park District to Lot 1 Owner in Section 4 of the Easement Agreement shall refer to completion of the New Access Improvements and portions of the Driveway and Easement Area adjacent to Dundee Road within Bison Park and the Park District Easement Area property as reasonably necessary to accomplish completion of the New Access Improvements shown on the Site Plan attached hereto **Exhibit D**, for the purposes described therein. The Village hereby grants to Lot 1 Owner and its respective agents, contractors, tenants, and licensees, a temporary construction easement over, across, under and upon such portions of the Driveway and Easement Area adjacent to Dundee Road within the Village Tract property as reasonably necessary to accomplish completion of the New Access Improvements set forth on the Site Plan, for the purpose of grading and constructing and installing the New Access Improvements and other required improvements necessary to construct the Driveway contemplated under this Easement Agreement. Such Temporary Construction Easements shall terminate upon the completion of construction of the New

Access Improvements and Driveway contemplated on the Site Plan and the satisfactory inspection thereof by all applicable governmental agencies. The Park District hereby grants to Lot 1 Owner and its respective agents, contractors, tenants, and licensees, a temporary construction easement over, across, under and upon such portions of Bison Park reasonably necessary to accomplish the completion of the Park Modifications set forth herein, for the purpose of demolishing, grading, and restoring the Park Modifications set forth in this Amendment. Such Temporary Construction Easement related to the Park Modifications shall terminate upon the completion of the re-seeding of the areas disturbed by the Park Modifications.

5. Covenants Running with the Land. This Amendment is intended by the Parties such that the easements, covenants, conditions, restrictions, rights and obligations set forth in this Amendment shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every successive person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. This Amendment shall create privity of contract and of estate with and among the owners of Lot 1, Bison Park, the Village Tract, and any part thereof, their heirs, administrators, executors, successors and assigns.

6. Further Modification of Easement Area. If, in connection with Lot 1 Owner's construction of the New Access Improvements or improvements related to the Driveway that are proposed or contemplated under the Site Plan and the Plat, the parties hereto deem it reasonably necessary to adjust or modify the areas of the easements granted under the Easement Agreement (as hereby amended), the parties agree to cooperate with each other in good faith to adjust or modify such easement areas as is necessary to reflect as-built or as-to-be-built conditions and to execute and record an amendment hereto that modifies such easement areas, provided any amendments are in scope and locations consistent with the Easement Agreement, this Amendment, and the Plat.

7. Governing Laws. This Amendment shall be construed in accordance with the laws of the State of Illinois and any applicable federal laws and regulations.

8. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Amendment.

9. Severability. If any term, provision or condition contained in this Amendment shall, to any extent, be invalid or unenforceable, the remainder of this Amendment (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Amendment shall be valid and enforceable to the fullest extent permitted by law provided that such deletions can be made without materially changing the basic agreement between the Parties. If such deletions cannot be made without materially changing the basic agreement between the Parties, then the Parties agree to amend, or to permit the court to amend, this Amendment to accomplish essentially the same transaction without said illegal, invalid or unenforceable provisions.

10. Amendment. Except as amended and modified by this Amendment, the terms, covenants, conditions, and provisions of the Easement Agreement are hereby ratified and confirmed and are hereby incorporated herein by this reference as if set forth herein. Terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Easement Agreement.

11. Counterparts. This Amendment may be executed by the Parties on any number of separate counterparts and all such counterparts so executed constitute one agreement binding on the Parties, notwithstanding that all Parties are not signatories to the same counterpart.

12. Time of Essence. Time is of the essence with respect to this Amendment.

13. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Lot 1. No easements, except those expressly set forth in Easement Agreement or this Amendment shall be implied by the Easement Agreement or this Amendment in that regard, and without limiting the foregoing, no easements for parking are granted or implied.

14. Negation of Partnership. None of the terms or provisions of this Amendment shall be deemed to create a partnership between or among the Parties hereto in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

15. Entire Agreement; Amendment. This Amendment contains the entire agreement between the Parties hereto with respect to the matters set forth herein and the easements herein granted and cannot be changed, modified, waived or cancelled except by an agreement in writing executed by the Parties. This Amendment shall be recorded in the Cook County Clerk's Office (Recordings Division) for Cook County, Illinois, by Lot 1 Owner, the costs of which, shall be paid by Lot 1 Owner.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment to Nonexclusive Driveway Access Easement Agreement as of the day and year first above written.

LOT 1 OWNER:

SDG DUNDEE RD LLC,
an Illinois limited liability company

By: [Signature]
Name: Louis Schriber III
Title: Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 28rd day of April, 2025, by Louis Schriber III, the Manager of SDG Dundee RD LLC, an Illinois limited liability company, on behalf of said limited liability company.



[Signature]
Printed Name: Rowena Zar
Notary Public, State of Illinois, County of Lake
My commission expires: 2/14/2029
Acting in the County of Cook

[Signatures Continue on Following Page]

Signature Page to Amendment to Nonexclusive Driveway Access Easement Agreement

PARK DISTRICT:

BUFFALO GROVE PARK DISTRICT, ILLINOIS,

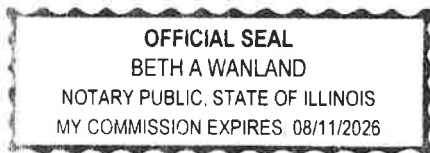
By: Heral Wallace
Name: Heral Wallace
Title: Vice President Acting In
President's Absence

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 21 day of April, 2025,
by Heral Wallace, the Vice President of
[Buffalo Grove Park District], on behalf of said entity.



Beth A Wanland
Printed Name: Beth A Wanland
Notary Public, State of Illinois, County of Lake/Cook
My commission expires: 8/11/2026
Acting in the County of Cook.

[Signatures Continue on Following Page]

Signature Page to Amendment to Nonexclusive Driveway Access Easement Agreement

THE VILLAGE OF BUFFALO GROVE,
an Illinois home rule municipal corporation

By: [Signature]
Name: Dane Bragg
Title: Village Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 28 day of April, 2025,
by Dane Bragg, the Village Manager of
Village of Buffalo Grove, on behalf of said entity.



Melessa A. Horbus
Printed Name: Melessa Horbus
Notary Public, State of Illinois, County of Lake.
My commission expires: 09/24/27.
Acting in the County of Cook

EXHIBIT A

LEGAL DESCRIPTION OF BISON PARK

That part of the West 1/2 of Section 8, Township 42 North, Range 11, East of the Third Principal Meridian, bounded by a line described as follows: Commencing at a point in the North line of the Northwest 1/4 of said Section 8, said point being 117.86 feet West of (as measured along said North line which bears North 89° 25'40" West), the Northeast corner of said Northwest 1/4 Section; thence South 00° 03'37" West, 250.00 feet to the point of beginning of the parcel to be described; thence continuing South 00° 03'37" West, 621.20 feet to a point in the South line of the North 871.20 feet of the East 1/2 of the Northwest 1/4 of said Section 8; thence North 89° 25'40" West, along the last mentioned South line, 380.00 feet; thence North 40° 34'20" East, 232.44 feet; thence North 00° 03'37" East, 643.14 feet to a point in the South line of Dundee Road as dedicated per Document No. 21118215; thence South 89° 25'40" East, along said South line of Dundee Road, 29.00 feet; thence South 44° 41'02" East, 284.10 feet to a point of beginning, in Cook County, Illinois being also the same parcel of land dedicated to the Village of Buffalo Grove, Cook County, Illinois, on the plat of "Grand Spaulding Dodge" being a subdivision of part of the West 1/2 of Section 8, in the Township and Range aforesaid, as now platted and recorded.

Exhibit A

EXHIBIT B

LEGAL DESCRIPTION OF LOT 1

THAT PART OF LOT 1 AND 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, SAID RESUBDIVISION BEING IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 0 DEGREES 05 MINUTES 32 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 545.62 FEET TO A CORNER OF SAID LOT 2 COMMON 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 CORNER OF SAID LOT 2 COMMON TO THE SOUTH CORNER OF SAID LOT 3 IN SAID RESUBDIVISION; THENCE SOUTH 40 DEGREES 30 MINUTES 32 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 13.36 FEET; 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, 171.59 FEET; THENCE NORTH 0 DEGREES 05 MINUTES 32 SECONDS WEST, 454.72 FEET TO THE NORTH LINE OF LOT 1 IN SAID RESUBDIVISION; THENCE SOUTH 89 DEGREES 36 MINUTES 43 SECONDS EAST ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF LOT 2 IN SAID RESUBDIVISION, 408.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS LOT 1 SHOWN ON THE PROPOSED PLAT OF SUBDIVISION OF BISON CROSSING.

EXHIBIT C-1

LEGAL DESCRIPTION OF PARK DISTRICT EASEMENT AREA

THAT PART OF THE PUBLIC PARK DEDICATED TO THE VILLAGE OF BUFFALO GROVE BY GRAND SPAULDING DODGE SUBDIVISION, A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED DECEMBER 17, 1976 AS DOCUMENT 23752075, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PUBLIC PARK, SAID NORTHWEST CORNER BEING ON THE SOUTH LINE OF DUNDEE ROAD AS DEDICATED BY DOCUMENT 21118215; THENCE SOUTH 89 DEGREES 36 MINUTES 43 SECONDS EAST ALONG THE NORTH LINE OF SAID PUBLIC PARK, 29.00 FEET TO THE NORTHERLY MOST NORTHEAST CORNER OF SAID PUBLIC PARK; THENCE SOUTH 44 DEGREES 56 MINUTES 36 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID PUBLIC PARK, A DISTANCE OF 67.50 FEET; THENCE SOUTH 16 DEGREES 40 MINUTES 18 SECONDS WEST, 73.49 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 43 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID PUBLIC PARK, 55.41 FEET TO THE WEST LINE OF SAID PUBLIC PARK; THENCE NORTH 00 DEGREES 05 MINUTES 32 SECONDS WEST ALONG SAID WEST LINE, 118.00 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

EXHIBIT C-2

LEGAL DESCRIPTION OF VILLAGE EASEMENT AREA

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

COMMENCING AT THE NORTHWEST CORNER OF A PUBLIC PARK DEDICATED PER DOCUMENT NUMBER 23752075, SAID NORTHWEST CORNER BEING ON THE SOUTH LINE OF DUNDEE ROAD AS DEDICATED BY DOCUMENT 21118215; THENCE SOUTH 89 DEGREES 36 MINUTES 43 SECONDS EAST ALONG SAID SOUTH LINE, 29.00 FEET TO THE NORTHERLY MOST NORTHEAST CORNER OF SAID PUBLIC PARK FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 43 SECONDS EAST ALONG SAID SOUTH LINE, 61.87 FEET; THENCE SOUTH 16 DEGREES 40 MINUTES 18 SECONDS WEST, 49.44 FEET TO THE NORTHEASTERLY LINE OF SAID PUBLIC PARK; THENCE NORTH 44 DEGREES 56 MINUTES 36 SECONDS WEST ALONG SAID NORTHEASTERLY LINE, 67.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT C-3
DEPICTION OF EASEMENT AREA

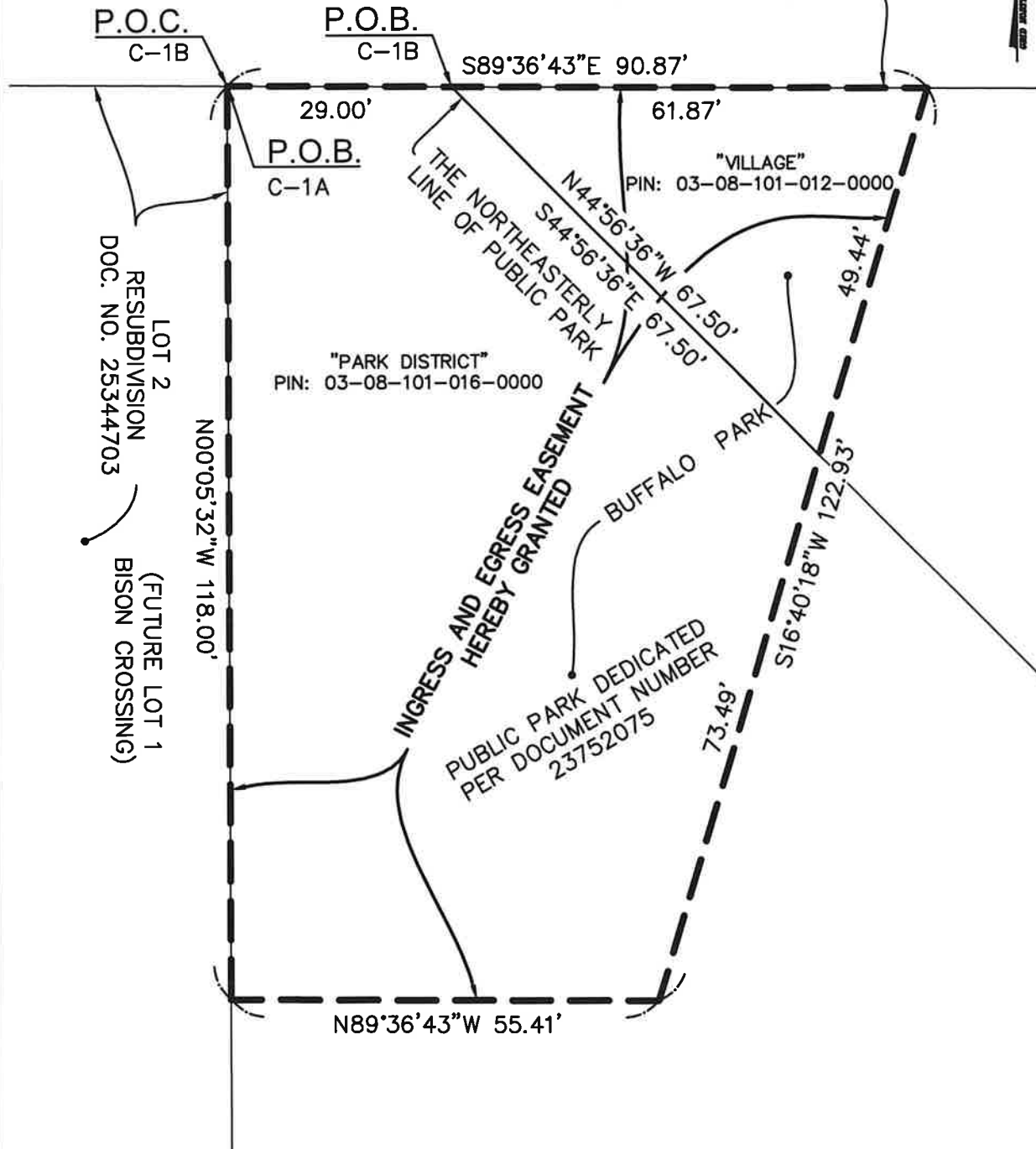
[See Attached]

Exhibit C-3

LETTER GRID

(ALSO KNOWN AS DUNDEE ROAD)

THE SOUTH LINE OF DUNDEE ROAD PER DOC. NO. 2118215



SCALE: 1" = 20'	DATE: 01-17-24	DRAWN BY RHM	PC N/A
1 OF 1	CHECKED BY DW	BOOK N/A	PG N/A
	2631 GINGER WOODS PARKWAY, STE. 100 AURORA, IL 60502		
	PHONE: (630) 820-9100 FAX: (630) 820-7030		



COMPASS

SURVEYING LTD

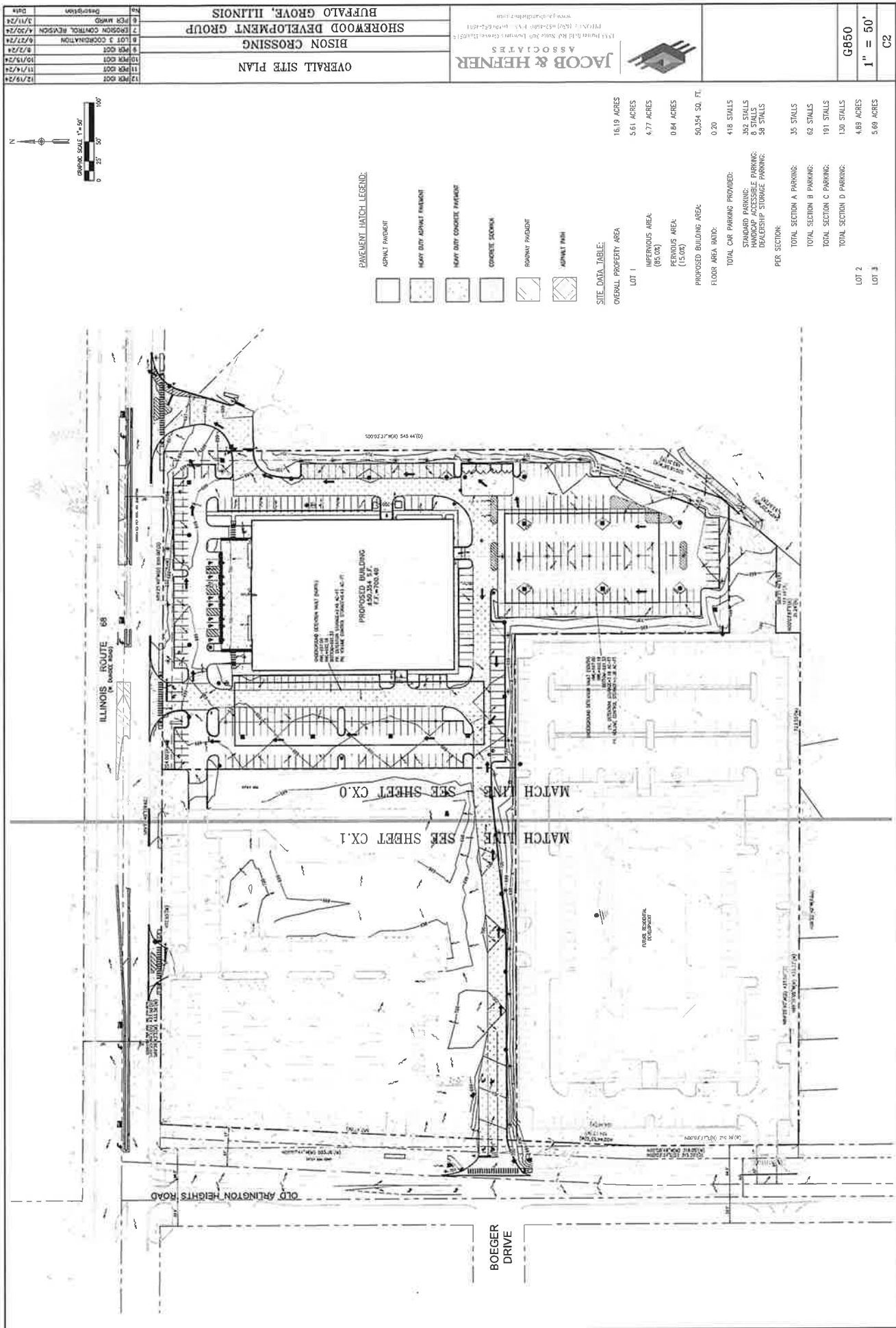
CLIENT	PROJECT	REVISIONS	BY	DATE
Shorewood Development Group 790 Estate Drive, Suite 200 Deerfield IL 60015	Easement Exhibit Bison Crossing Buffalo Grove	PER EMAIL DATED 08/21/24	08-27-24	RHM
		PER EMAIL DATED 02/25	08-19-25	RHM

PROJ. NO.: 23.0037-03

EXHIBIT D
SITE PLAN

[See Attached]

Exhibit D





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 9.a. O-2025-67

An Ordinance approving a Professional Service Agreement for Engineering Services with AECOM Technical Services, Inc.

Contacts

Liaison: Trustee Weidenfeld

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 AECOM Technical Services, Inc for water model engineering services.

Summary

Staff recommends AECOM Technical Services, Inc. for water modeling services due to their extensive experience in performing these tasks since 2022. Their technical expertise and past performance have been essential in making timely and effective modifications to the Infrastructure Modernization Program. With AECOM's services and recommendations, staff have been able to strategically design main sizing to reduce project costs while maintaining or enhancing service levels and fire protection for customers. As the Village's Infrastructure Modernization Program continues to require increased planning, staff will rely heavily on AECOM's active modeling capabilities to support informed decision-making. Expected yearly expenses are referenced below.

Year	Expected Cost
2025	\$30,000.00
2026	\$30,000.00
2027	\$40,000.00
2028	\$50,000.00
2029	\$50,000.00

Funding has been projected annually for these services through the Water Capital Account 170.55.35.560.60.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

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

File Attachments

1. Draft Ordinance - 2025 Hydraulic Modeling
2. VBG Hydraulic Modeling Agreement





ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING THE VILLAGE TO ENTER INTO AN AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR HYDRAULIC MODELING SERVICES

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 Agreement with AECOM Technical Services, Inc. for hydraulic modeling services to update the Village's water model for future planning, subject to final review and approval by the Village Attorney,

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 Agreement with AECOM Technical Services, Inc., for hydraulic modeling services to update the Village's water model for future planning in an amount not to exceed \$200,000.00, pending review and approval by the Village Attorney.

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

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval and 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 _____ day of _____ 20__ ("**Agreement**") and is by and between the **VILLAGE OF BUFFALO GROVE**, an Illinois home rule municipal corporation ("**Village**") and the Consultant identified in Subsection 1A below.

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

SECTION 1. CONSULTANT.

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

AECOM Technical Services, Inc. ("Consultant")
130 E. Randolph Street, Suite 2400 , Chicago, IL 60601
Attn: Chad Laucamp
Telephone: 312-373-7700
Email: Chad.Laucamp@aecom.com

B. Project Description. The Consultant shall provide Engineering Services for the Village of Buffalo Grove as further described in Exhibit B.

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

SECTION 2. SCOPE OF SERVICES.

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

- B. **Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement.** Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (the "Commencement Date"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Work. Notwithstanding anything to the contrary herein, Consultant shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of Consultant's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at Consultant's own expense, provided that Consultant is notified by the Village, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after Consultant's completion or termination of the Work.
- D. **Reporting.** The Consultant shall regularly report to the Public Works Superintendent, 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 A, 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 A. 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 Consultant shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the Village at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. **Claim In Addition to Agreement Amount.** if the Consultant wishes to make a claim for additional compensation as a result of action taken by the Village, the Consultant shall provide written notice to the Village of such claim within 7 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 Consultant, the Consultant 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 claims or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees are hereby waived and released by consultant.
- F. **Final Acceptance.** The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.
- G. **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 B shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the Village's prior written approval.
- B. **Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

SECTION 4. PERSONNEL SUBCONTRACTORS (cont.)

- C. **Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and

approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement of 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 Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.
- B. **No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. **Warranty of Services.** The Consultant warrants that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing

services of a similar nature in existence at the Time of Performance (Section 2.C). The warranty expressed shall be in addition to any other warranties expressed in this Agreement which are hereby reserved unto the Village.

- B. **Indemnification**. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or the Consultant, indemnify, and save harmless the Village, and its officials, employees, and authorized agents against any and all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, and judgments to the extent arising out of the Consultant's negligence, willful misconduct, or other legal cause of the Village, its officials, employees and authorized agents, following final award by a court of competent jurisdiction, if any judgment shall be rendered against the Village, its officials, authorized agents and employees in any such action, the Firm shall, at its own expense, satisfy and discharge the same. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- C. **Insurance**. Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit C to this Agreement.. Such certificates shall be in a form acceptable to the Village and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, material modification with a reduction in limits, or cancellation of, any insurance shall become effective until the expiration of 30 calendar days after written notice thereof shall have been given by the insurance company to the Village. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6.A., Warranty of Services, of this Agreement.
- D. **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 Consultant as the result of the execution of this Agreement.
- 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 the Village from and against damage or injury, 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 Consultant 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 Consultant; or (ii) to create any relationship between the Village and any subcontractor of the Consultant.

- B. **Conflict of Interest.** The Consultant represents that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. **No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. **Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).
- E. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement, without cause, at any time upon 15 calendar days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit B.
- F. **Term.** The Time of Performance of this Agreement, unless terminated pursuant to the terms of this agreement shall be for five (5) years.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- G. **Compliance with Laws and Grants.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to provide, perform, and complete the Services 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. Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Agreement or the Services.

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

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

- H. **Default.** if it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that 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 Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.
2. **Termination of Agreement by Village.** The Village may terminate this Agreement compensating Consultant for Services performance in accordance with this Agreement.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, direct costs incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant, provided that Consultant is notified by the Village, in writing, of any such Default within a reasonable period after discovery thereof, but in no event later than 90 days after Consultant's completion or termination of the Services.

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 Consultant or with any vendor solicited or recommended by the Consultant.
- J. **Village Board Authority.** Notwithstanding any provision of this Agreement, any negotiations, or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the Village Board of Trustees. The Village shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Board of Trustees.
- K. **Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such confidential and non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other consultants engaged by the Village.
- L. **News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Director. 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 Consultant in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village, in original format or a suitable facsimile acceptable to the Village

Intentionally deleted.

- N. **Joint Purchasing/Purchasing Extension.** The purchase of services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other Village, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each municipality and the Consultant. The Consultant agrees that the Village shall not be responsible in any way for purchase orders or payments made by the other Village. The Consultant further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other Village during the extended term of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

The Consultant and the other Village may negotiate such other and further terms and conditions to this Agreement (“Other Terms”) as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Consultant and the other municipality.

The Consultant shall provide other Village with all documentation as required in the Request for Qualifications, and as otherwise required by the Village including, but not limited to:

- Certificate of insurance included each additional municipality as an additional insured.

SECTION 8. GENERAL PROVISIONS.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns

SECTION 8. GENERAL PROVISIONS (cont)

- 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 consultant 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: pbrankin@schainbanks.com

With a copy to

Law Firm.
Street
City, State, Zip
Attention: Email:

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

AECOM("Consultant")
Prudential Plaza 1,
130 E. Randolph Street
Suite 2400
Chicago, IL,60601

SECTION 8. GENERAL PROVISIONS (cont)

Email:

Claims-related notices shall be copied to:

AECOM Technical Services, Inc.
300 S. Grand Ave, 9th Floor
Los Angeles CA 90071
Attn: Region Chief Counsel
Email to: West.Legal@aecom.com

- E. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement. Notwithstanding the foregoing, this is not a warranty or guarantee and in no event will Consultant be responsible for damages due to delays beyond Consultant's reasonable control.
- 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 Consultant 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, Exhibit B, and Exhibit C 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

SECTION 8. GENERAL PROVISIONS (cont)

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

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: _____

SECTION 8. GENERAL PROVISIONS (cont)

Dane Bragg, Village Manager

Date: _____

AECOM Technical Services, Inc.

By: Chad R. Laucamp, P.E. _____

Title: Associate Vice President

Date: April 11, 2025

Exhibit A.
Agreed Upon Pricing Structure
See proposal in Exhibit B Exhibit B.
Description of Work



AECOM
130 E. Randolph Street
Suite 2400
Chicago, IL 60601
www.aecom.com

312 373 7700 tel
312 373 6800 fax

March 24, 2025

Mr. Chris Krase
Public Works Superintendent
Village of Buffalo Grove
1650 Leider Lane
Buffalo Grove, Illinois 60089

Subject: Village of Buffalo Grove
Proposal to Provide Professional Engineering Services
For Miscellaneous Hydraulic Modeling Tasks

Dear Mr. Krase,

Per your request of March 21, 2025, AECOM Technical Services, Inc. (AECOM) is pleased to submit this proposal to perform miscellaneous hydraulic modeling tasks for the Village of Buffalo Grove water system. It is our understanding that these services will be initiated by the Village on an as-needed basis and AECOM will utilize the Village's existing WaterGEMS model for performing the analyses. These tasks will be allocated over a five (5) year period and the estimated cost for these services over this period is as follows:

- 2025 - \$30,000.00
- 2026 - \$30,000.00
- 2027 - \$40,000.00
- 2028 - \$50,000.00
- 2029 - \$50,000.00

Our proposed not-to-exceed fee for the miscellaneous hydraulic modeling tasks over this five (5) year period is \$200,000.00 without further authorization. If the aggregate level of effort required to perform the requested tasks approaches this maximum limit for a particular year, we will let you know.

AECOM proposes to perform the scope of work under our standard contract with the Village. If this proposal is acceptable, please authorize AECOM to perform this work by executing a contract referencing this proposal. AECOM must receive the contract referencing this proposal before work can begin.

We thank you for this opportunity to present this proposal to you. If we can provide additional information, please do not hesitate to contact us.

Very truly yours,

AECOM TECHNICAL SERVICES, INC.

Chad R. Laucamp, P.E.
Associate Vice President

EXHIBIT C. Insurance

Consultant 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 Consultant, his agents, representatives, employees or subcontractors.

A. Scope of Insurance: Coverage shall be as follows:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove included 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 and CG 20 01 04 13.

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village included as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Limits of Insurance: Consultant shall the following limits of insurance:

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, \$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. Professional Liability coverage: \$1,000,000 per claim/aggregate.

C. Deductibles and Self-Insured Retentions

Consultant shall be solely responsible for its deductibles and self-insured retentions.

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, authorized agents, and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, authorized agents, and employees.
2. Except for Professional Liability coverage, the Consultant'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 Consultant'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. Except for Professional Liability coverage, the Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant'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 Consultant shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. Except for Professional Liability coverage, all general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Consultant 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 Consultant 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. 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 or authorized to do business in the State of Illinois.

G. Verification of Coverage

Consultant shall furnish the Village with certificates of insurance including the Village, its officials, authorized agents, and employees 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.

H. Subcontractors

Consultant shall require all subcontractors to procure and maintain insurance in accordance with this contract and 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. Intentionally deleted.

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 Consultant for the municipality.

K. Failure to Comply

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



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 9.b. O-2025-68

Ordinance allowing the Village Manager to execute an agreement with Fredrick Quinn Construction to award trade packages for the construction of Fire Station 25

Contacts

Liaison: Trustee Richards

Staff: Lawrence Kane

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an Ordinance allowing the Village Manager to execute an agreement with Fredrick Quinn Construction to award trade packages for the construction of Fire Station 25, as outlined in the FQC award letter dated May 13, 2025, subject to the review and approval of the Village Attorney.

Summary

See attached memo.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 2: Outstanding Village Services

Principle 3: Plan and Invest in the Future

Principle 4: High Performing Village Team

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

Goal 4: Vibrant and innovative community: leading edge

File Attachments

1. 5-19-25 FQC GMP Memo Station 25 FINAL
2. Fire Station 25 Ordinance Trade Packages FINAL
3. BP#2 Award Recommendation Letter 051325 w Backup
4. FINAL BID TALLY RECAP - #584 BP#2 VBG FS 25 051225





MEMORANDUM

DATE: May 19, 2025

TO: Village Manager Dane Bragg

FROM: Fire Chief Lawrence Kane

SUBJECT: Ordinance authorizing the Village Manager to Authorize Fredrick Quinn Corporation to Approve Contractor Bid Packages for Fire Station 25

RECOMMENDATION

Staff has reviewed the recommendation for award for the 28 separate construction trade packages for the new Fire Station 25. Based on the scope of the project and necessary work to be completed, staff supports Frederick Quinn Corporation's recommendation to incorporate these contracts into the Guaranteed Maximum Price (GMP). Staff recommends allowing Fredrick Quinn Corporation (FQC) to execute an agreement with the lowest, most appropriate bidder for the Station 25 construction. Once authorized, FQC will finalize the contracts and present the final GMP at the June 16, 2025 Village Board meeting.

BACKGROUND

Frederick Quinn Contract

On February 18, 2025, the Village Board approved an agreement with Frederick Quinn Corporation for Construction Manager at Risk services pertaining to construction at 505 W. Dundee Road, the property known as Station 25. Included in these services is the management of the bid process, including advertisement, bid opening, selection, vetting, recommendation of award and final award. FQC is responsible for coordinating, reviewing, executing and managing the trade contracts and will ultimately submit recommendations for payment.

Bidding Process

On April 9, 2025, the Village advertised 28 trade packages for bid. These packages ranged from site work to framing and painting. These 28 packages represented all the areas required to construct a new fire station at 505 W. Dundee Road. On May 1, 2025, bid packages were opened. The Village received a total of 147 individual bids. The open bid process was advertised by Fredrick Quinn Construction as required. In addition, electronic invites were sent to over 800 trade contractors.

FQC, in managing the bid process, found all the bids received to be competitive for the current market. The team present felt comfortable with the bids received and in following up with the bidders to verify scope of project expectations and estimated costs. These meetings were conducted in the week following the bid opening. This cooperative effort with Frederick Quinn and its potential subcontractors led to the development of logical construction processes being

developed that established savings across all bid packages. Included in this process were trade contingencies in some areas to account for unforeseen circumstances. This is a similar process to what was used in the remodel of the Temporary Station 25. The use of these contingencies reduces project timeline in allowing work to continue, keeping the project on schedule and on budget. It should be noted that all change orders and use of contingency funds will be approved by the Village, following the setting of the final GMP.

Building and Site Costs

The breakdown of the total building and site costs, prior to CM at Risk fees, bonds and insurance, are as follows:

*Demolition	\$78,800
General Requirements & Allowances	\$216,750
Awarded Trade Packages	\$7,144,057
Total Building & Site Costs, Excluding FQC Fees, Bonds and Insurance	\$7,439,607

**Already awarded and work is underway*

Estimated Total Build Costs

As noted, once FQC finalizes all the trade contracts, they will prepare the final GMP, which will include a 5% project contingency and other fees and conditions. Based on the above numbers, the table below provides the estimated total construction costs, excluding soft costs and owners supplied items:

Construction & Site Costs	\$7,439,607
Project Contingency (5%)	\$371,980
General Conditions	\$385,000
Insurance (0.85%)	\$69,671
Construction Fee (0.25%)	\$206,656
P&P Bond (0.75%)	\$63,547
Pre-Construction Fees	\$5,000
Estimated Total Build Cost	\$8,541,461

The final GMP will be established at the June 16th Village Board meeting. The above numbers are a estimate until FQC finalizes all the trade contracts. Once the GMP is established Frederick Quinn is at risk for any additional construction costs as a result of the construction management. The project contingency of \$371,980.00 will be used for construction issues that arise during the project and will be reviewed by staff and ultimately approved by the Village Manager.

Items not captured in this total build cost include architectural and engineering fees and owners supplied items such as:

- Preliminary and investigatory site work
- Finishes, furniture and equipment (FFE)
- Communications equipment and station alerting

- Ancillary accessories

Once the GMP has been established by FQC, staff will prepare a final budget number including all costs. At this time, staff believes the total project costs will come within the original budget estimates.

NEXT STEPS

Once approval is received to execute agreements with the various trade packages for the construction of Station 25, FQC will begin preparing the final GMP for Village Board consideration on June 16.



ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH FREDERICK QUINN CORPORATION TO APPROVE CONTRACTOR BID PACKAGES FOR FIRE STATION 25

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

WHEREAS on February 18, 2025, the Village Board approved an agreement with Frederick Quinn Corporation (FQC) for Construction Manager at Risk services pertaining to construction at 505 W. Dundee Road

WHEREAS FQC sought out companies qualified to provide the requested services and materials for the Fire Station 25 construction project at 505 W. Dundee Road; and

WHEREAS pursuant to the FQC letter dated May 13, 2025, FQC will award trade packages to the most appropriate and lowest bidder for specific trades needed for construction and pending Village approval and legal review.

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

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

SECTION 2. The Village Manager is authorized to execute the FQC award letter dated May 13, 2025 allowing FQC to approve contractor bid packages for the Fire Station 25 project, subject to the final review of the Village Attorney.

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

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

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

ATTEST:

APPROVED:

Page 1 of 2

smart. with heart.

50 Raupp Blvd, Buffalo Grove, IL 60089 📞 847-459-2500 🌐 vbg.org

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

DRAFT

May 13, 2025

Mr. Lawrence Kane
Fire Chief
Buffalo Grove Fire Department
1051 Highland Grove Dr.
Buffalo Grove, IL 60089

RE: Village of Buffalo Grove
New Fire Station No. 25
Award Recommendation
FQC #584

Dear Chief Kane:

On May 1, 2025 bids were received for twenty-eight (28) trade packages with a total of 147 individual bids received. The public bid opening for BP#2 followed legal advertisement for bids on April 9, 2025, a pre-bid meeting on April 15, 2025, and issuance of electronic invitations to bid from Frederick Quinn Corporation to over 800 trade contractors.

The purpose of this letter is to provide a summary of the bids received and to recommend award of the trade contract packages to the low responsive, responsible contractor. The bid tally for this package is attached.

After the receipt of bids, scope review meetings were held with the apparent low bidders by FQC. Following this review with the bidders, FQC is recommending award of the trade contracts to the low responsive and responsible bidder as noted below. At the direction of The Village, the recommendations include acceptance of Bid Alternates #1 (Changing West Drive from Asphalt to Paved Concrete), #5 (Provide stone veneer wall inside front entrance), #7 (Provide upgraded metal lockers in locker room), #9 (Provide large painted number signage at bunk rooms), #11 (Provide recessed wall lighting in corridor 128), #13 (Sole sourcing of Caterpillar generator), #14 (Add for epoxy flooring in Apparatus & Ambulance Bays and auxiliary spaces), #15 (Add sidewalk for north parking stalls), and #16 (Elimination of Manual Transfer Switch & Connections for Mobile Generator). The summary also details irregularities in the bidding process, if any, that were considered during the bid review and award recommendation process. Finally, in consultation with Village administration we are recommending trade contract allowances for various trade contracts, similar to our work at the Temp Station project. The summary and award recommendations are as follows:

1. **Bid Package #2-03a Building Concrete** - Seven (7) Bids were received. Parkway Forming of Elgin, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-03a be awarded to Parkway Forming for the base bid of \$549,600.00 and Alternate #14 deduct of \$14,000.00 for a total award amount of Five Hundred Thirty-Five Thousand Six Hundred Dollars (\$535,600.00).**
2. **Bid Package #2-03b Precast Floor Plank** - Two (2) Bids were received. StresCore of South Bend, IN submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-03b be awarded to StresCore for a total award amount of Forty-Six Thousand Eight Hundred Ninety Dollars (\$46,890.00).**
3. **Bid Package #2-04 Masonry** - Nine (9) Bids were received. RV Builders of Bridgeview, IL submitted the low responsive and responsible base bid. RV Builders provided all required bid certification and qualifications. There are no irregularities with the bid presented. **We recommend that BP #2-04 be awarded to RV Builders for the base bid of \$571,000.00 and Alternate #5 add of \$12,500.00 for a total bid amount of \$583,500.00. As indicated above, we recommend an allowance of \$20,000.00 for this trade contract for a total award amount of Six Hundred Three Thousand Five Hundred Dollars (\$603,500.00).**

4. **Bid Package #2-05 Structural & Misc Steel** - Five (5) Bids were received. Synergy Steel of Lansing, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-05 be awarded to Synergy Steel for a total award amount of Four Hundred Nine Thousand Seven Hundred Dollars (\$409,700.00).**
5. **Bid Package #2-06a General Trades/ Rough Carpentry** - Five (5) Bids were received. Hargrave Builders of South Elgin, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-06a be awarded to Hargrave Builders for the base bid of \$226,450.00, Alternate #7 deduct of \$1,200.00, and Alternate #9 add of \$3,800.00 for a total award amount of Two Hundred Twenty-Nine Thousand Fifty Dollars (\$229,050.00).**
6. **Bid Package #2-06b Casework** – Four (4) Bids were received. Heartland Cabinet Supply of Crystal Lake, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-06b be awarded to Heartland Cabinet Supply for a total award amount of One Hundred Six Thousand Five Hundred Dollars (\$106,500.00).**
7. **Bid Package #2-07a Roofing & Sheetmetal** – Nine (9) Bids were received. Anthony Roofing Tecta America of Aurora, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-07a be awarded to Anthony Roofing Tecta America for the base bid of \$290,679.00. As indicated above, we recommend an allowance of \$7,500.00 for this trade contract for a total award amount of Two Hundred Ninety-Eight Thousand One Hundred Seventy-Nine Dollars (\$298,179.00).**
8. **Bid Package #2-07b Air Barrier & Caulking** – Two (2) Bids were received. Bofo Waterproofing of Oak Lawn, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-07b be awarded to Bofo Waterproofing for the base bid of \$98,530.00 and Alternate #17 deduct of \$2,150.00 for a total bid amount of \$96,380.00. As indicated above, we recommend an allowance of \$2,150.00 for this trade contract for a total award amount of Ninety-Eight Thousand Five Hundred Thirty Dollars (\$98,530.00).**
9. **Bid Package #2-07c Metal Wall Panels** – Eight (8) Bids were received. All American Exterior Solutions of Lake Zurich, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-07c be awarded to All American Exterior Solutions for a total award amount of Three Hundred Sixty-Four Thousand Dollars (\$364,000.00).**
10. **Bid Package #2-08a Doors Frames & Hardware** – Three (3) Bids were received. Anderson Lock of Des Plaines, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-08a be awarded to Anderson Lock for a total award amount of Eighty-Three Thousand Five Hundred Sixty-Five Dollars (\$83,565.00).**
11. **Bid Package #2-08b Overhead Doors** – Three (3) Bids were received. Builders Chicago of Elk Grove Village, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-08b be awarded to Builders Chicago for a total award amount of Two Hundred Fourteen Thousand Four Hundred Fifty-Nine Dollars (\$214,459.00).**
12. **Bid Package #2-08c Aluminum Storefront & Glazing** – Seven (7) Bids were received. LS Glass of Chicago, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-08c be awarded to LS Glass for the base bid of \$209,600. As indicated above, we recommend an allowance of \$10,000.00 for a total award amount of Two Hundred Nineteen Thousand Six Hundred Dollars (\$219,600.00).**
13. **Bid Package #2-09a Drywall & Framing** – Eight (8) Bids were received. Kole Construction of Romeoville, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-09a be awarded to Kole Construction for the base bid of \$383,000.00 and Alternate #11 add of \$5,000.00 for a bid total amount of \$388,000.00. As indicated**

above, we recommend an allowance of \$7,500.00 for this trade contract for a total award amount of Three Hundred Ninety-Five Thousand Five Hundred Dollars (\$395,500.00).

14. **Bid Package #2-09b Tile** – Five (5) Bids were received. TSI Commercial Floor Covering of Champaign, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-09b be awarded to TSI Commercial Floor Covering for a total award amount of Fifty-Nine Thousand Two Hundred Fifteen Dollars (\$59,215.00).**
15. **Bid Package #2-09c Acoustical Ceiling & Wall Panels** – Six (6) Bids were received. Alpine Acoustics of Schaumburg, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-09c be awarded to Alpine Acoustics for the base bid of \$65,800.00 and Alternate #17 deduct of \$8,000.00 for a bid total amount of \$57,800.00. As indicated above, we recommend an allowance of \$8,000.00 for this trade contract for a total award amount of Sixty-Five Thousand Eight Hundred Dollars (\$65,800.00).**
16. **Bid Package #2-09d Resilient Flooring & Carpet** – Seven (7) Bids were received. Kingston Tile of Romeoville, IL submitted the low responsive and responsible base bid with accepted alternate. There are no irregularities with the bid presented. **We recommend that BP #2-09d be awarded to Kingston Tile for the base bid of \$71,500.00 and Alternate #14 deduct of \$2,000.00 for a total bid amount of \$69,500.00. As indicated above, we recommend an allowance of \$2,500.00 for this trade contract for a total award amount of Seventy-Two Thousand Dollars (\$72,000.00).**
17. **Bid Package #2-09e Painting** – Six (6) Bids were received. GP Maintenance of Palos Park, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-09e be awarded to GP Maintenance for the base bid of \$92,100.00 and Alternate #5 deduct of \$350.00 for a total award amount of Ninety-One Thousand Seven Hundred Fifty Dollars (\$91,750.00).**
18. **Bid Package #2-09f Concrete Sealer Resinous Flooring**– Five (5) Bids were received. The low as read bidder for this bid package with accepted alternate was Artlow Systems, Inc. of Carol Stream, IL. A scope review with Artlow Systems revealed that an error had been made by Artlow Systems in their bid. Artlow Systems submitted the attached letter requesting the withdrawal of their bid due to this error. The Board retains the right to release Artlow Systems from their bid, or to oblige them to perform the work, or to seek relief from the bidders bid bond. FQC has reviewed the scope of the work and we agree that an error was made in the preparation of their bid. We recommend that Artlow Systems be released from their bid without penalty. The second low as read bidder for this bid package with accepted alternate was Blast It All Chicago. of West Chicago, IL. A scope review with Blast It All Chicago revealed that an error had been made by Blast It All Chicago in their bid. Blast It All Chicago submitted the attached letter requesting the withdrawal of their bid due to this error. The Board retains the right to release Blast It All Chicago from their bid, or to oblige them to perform the work, or to seek relief from the bidders bid bond. FQC has reviewed the scope of the work and we agree that an error was made in the preparation of their bid. We recommend that Blast It All Chicago be released from their bid without penalty. Subsequently, Menconi Terrazzo of Bensenville, IL submitted the low responsive and responsible base bid with alternate. There are no irregularities with the bid presented. **We recommend that BP #2-09f be awarded to Menconi Terrazzo for the base bid of \$43,400.00 and Alternate #14 add of \$104,000.00 for a total award amount of One Hundred Forty-Seven Thousand Four Hundred Dollars (\$147,400.00).**
19. **Bid Package #2-10 Lockers** – One (1) Bid was received. Bradford Systems of Elmhurst, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-10 be awarded to Bradford Systems for the base bid of \$27,420.00 and Alternate #7 add of \$18,400.00 for a total award amount of Forty-Five Thousand Eight Hundred Twenty Dollars (\$45,820.00).**
20. **Bid Package #2-21 Fire Protection** – Three (3) Bids were received. Absolute Fire Protection of Rockford, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid

presented. **We recommend that BP #2-21 be awarded to Absolute Fire Protection for a total award amount of Sixty-Five Thousand Two Hundred Dollars (\$65,200.00).**

21. **Bid Package #2-22 Plumbing** – Eight (8) Bids were received. Hartwig Mechanical of Harvard, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-22 be awarded to Hartwig Mechanical for a total award amount of Four Hundred Sixty-Four Thousand Six Hundred Forty-Four Dollars (\$464,644.00).**
22. **Bid Package #2-23 HVAC** – Ten (10) Bids were received. Air Supply AC & Heating of Bartlett, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-23 be awarded to Air Supply AC & Heating for a total award amount of Five Hundred Nineteen Thousand Nine Hundred Dollars (\$519,900.00).**
23. **Bid Package #2-26 Electrical & Low Voltage** – Seven (7) Bids were received. Argon Electric Company of Buffalo Grove, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-26 be awarded to Argon Electric Company for the base bid of \$1,058,000.00, Alternate #11 add of \$14,600.00, Alternate #13 add of \$10,000.00, and Alternate #16 deduct of \$15,000.00 for a total bid amount of \$1,067,600.00. As indicated above, we recommend an allowance of \$10,000.00 for this trade contract for a total award amount of One Million Seventy-Seven Thousand Six Hundred Dollars (\$1,077,600.00).**
24. **Bid Package #2-31 Earthwork** – Four (4) Bids were received. Kellenberger Inc of Elgin, IL submitted the low responsive and responsible base bid with bid alternates & a voluntary alternate presented with their low bid from Bid Package #2-33. There are no irregularities with the bid presented. **We recommend that BP #2-31 be awarded to Kellenberger Inc for the base bid of \$281,740, the voluntary alternate deduct of \$6,740.00, Alternate #1 add of \$11,775.00, and Alternate #15 add of \$575.00 for a total bid amount of \$287,350.00. As indicated above, we recommend an allowance of \$7,500.00 for this trade contract for a total award amount of Two Hundred Ninety-Four Thousand Eight Hundred Fifty Dollars (\$294,850.00).**
25. **Bid Package #2-32a Site Concrete** – Six (6) Bids were received. Troch-McNeil Paving of Elk Grove Village, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-32a be awarded to Troch-McNeil Paving for the base bid of \$227,500.00, Alternate #1 add of \$33,600.00, and Alternate #15 add of \$1,060.00 for a total award amount of Two Hundred Sixty-Two Thousand One Hundred Sixty Dollars (\$262,160.00).**
26. **Bid Package #2-32b Asphalt Paving** – Seven (7) Bids were received. Troch-McNeil Paving of Elk Grove Village, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-32b be awarded to Troch-McNeil Paving for the base bid of \$69,995.00 and Alternate #1 deduct of \$8,020.00 for a total award amount of Sixty-One Thousand Nine Hundred Seventy-Five Dollars (\$61,975.00).**
27. **Bid Package #2-32c Fencing & Gates** – One (1) Bid was received. Action Fence Contractors of Mundelein, IL submitted the low responsive and responsible base bid. There are no irregularities with the bid presented. **We recommend that BP #2-32c be awarded to Action Fence Contractors for a total award amount of Fourteen Thousand Five Hundred Dollars (\$14,500.00).**
28. **Bid Package #2-33 Site Utilities** – Seven (7) Bids were received. Kellenberger Inc of Elgin, IL submitted the low responsive and responsible base bid with a voluntary alternate presented with their bid from Bid Package #2-31. There are no irregularities with the bid presented. **We recommend that BP #2-32 be awarded to Kellenberger Inc for their base bid of \$302,910.00 and a voluntary alternate deduct of \$6,740.00 for a total award amount of Two Hundred Ninety-Six Thousand One Hundred Seventy Dollars (\$296,170.00).**

Mr. Lawrence Kane
Buffalo Grove Fire Department
May 13, 2025
Page 5

The recommended award value of \$7,144,057.00 falls within the budgeted amount associated with this bid package.

If the above meets with your approval, please sign and return one copy of this correspondence indicating your acceptance of the recommendation. Upon receipt of your approval, Frederick Quinn Corporation will prepare and enter into contracts with the approved contractors.

Sincerely,

FREDERICK QUINN CORPORATION

Mark Winger
Manager of Preconstruction Services

cc: Chris Stilling / VBG; James Warnstedt / VBG; Jack Hayes / FQC; John Eallonardo / FQC
File / FQC

ACCEPTANCE: _____ **Date:** _____



Frederick Quinn Corporation
Bid Tally

Trade: BP # 2-03a Building Concrete
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)	Alternate #2 furnish and install additional concrete set bollards	Alternate #3 furnish and install Concrete footings and foundations for masonry trash Enclosure	Alternate #14 eliminate moisture mitigation additive		
Abbey Construction Co- Aurora IL	x	x	x	x	\$ 683,450.00				\$ (9,752.00)		
Elliot Construction- Glen Ellyn IL	x	x	x	x	\$ 587,000.00		\$ 2,000.00	\$ 9,915.00	\$ (13,125.00)		
Ed Fogarty Concrete- Lemont IL	x	x	x	x	\$ 642,000.00		\$ 625.00	\$ 8,000.00	\$ (7,840.00)		
Concrete by Wagner- Lockport IL	x	x	x	x	\$ 580,232.00		\$ 1,000.00	\$ 13,600.00	\$ (11,500.00)		
Miller Concrete Construction- West Chicago IL	x	x	x	x	\$ 579,500.00		\$ 2,500.00	\$ 7,750.00	\$ (25,000.00)		
Parkway Forming- Elgin IL	x	x	NO	x	\$ 549,600.00		\$ 1,500.00	\$ 6,000.00	\$ (14,000.00)		
Premium Concrete- St. Charles IL	x	x	x	x	\$ 577,000.00		\$ 9,600.00	\$ 9,000.00	\$ (9,000.00)		



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-03b Precast Floor Plank
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)					
Mid-States Concrete Industries- South Beloit IL	x	x	x	1	\$ 65,000.00						
StresCore- South Bend IN	x	x	x	x	\$ 46,890.00						



Frederick Quinn Corporation

Bid Tally

Trade: BP #2-04 Masonry

Project: Village of Buffalo Grove Fire Station #25

FQC #584

Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)	Alternate #3 furnish and install Trash Enclosure Masonry Walls	Alternate #5 furnish and install Stone Veneer at South wall	Alternate #17 Reduction in umbrella liability		
RV Builders Corp- Bridgview IL	x	NO	NO	x	\$ 571,000.00		\$ 19,500.00	\$ 12,500.00			
JAC Masonry- Lake Villa IL	x	x	x	x	\$ 665,300.00	yes	\$ 15,700.00	\$ 5,100.00	\$ (9,300.00)		
Ebben Masonry- Wauconda IL	x	x	x	x	\$ 623,250.00	yes	\$ 16,000.00	\$ 6,300.00			
Able Masonry Development- Romeoville IL	x	x	x	x	\$ 694,430.00		\$ 20,100.00	\$ 8,890.00			
Midwest Masonry- Mundelein IL	x	x	x	x	\$ 744,600.00	yes	\$ 18,900.00	\$ 5,400.00			
A-One Group- Elk Grove Village IL	x	x	x	x	\$ 870,000.00	yes	\$ 30,000.00	\$ 16,000.00			
Rasco Mason Contractors- Grayslake IL	x	x	NO	x	\$ 730,000.00		\$ 18,000.00	\$ 7,000.00			
Mastership Construction- Libertyville IL	x	x	NO	x	\$ 724,000.00	yes	\$ 22,000.00	\$ 6,500.00			
MPZ Masonry- Bensenville IL	x	x	x	x	\$ 697,600.00		\$ 16,500.00	\$ 7,800.00			



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-05 Structural & Misc Steel
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)	Alternate #2 furnish additional concrete set bollards	Alternate #3 provide masonry trash enclosure in lieu of vinyl fencing			
KK Iron Works MCCook IL	x	x	x	x	\$ 462,339.00		\$ 863.00				
Synergy Steel Structures- Lansing IL	x	x	x	x	\$ 409,700.00		\$ 4,720.00				
Mckinney Steel & Sales- Zion IL	x	x	x	x	\$ 449,900.00		\$ 360.00				
Mechanical and Industrial Steel Services- Channahon IL	x	x	x	x	\$ 424,300.00			\$ 9,500.00			
Affordable Welding US- Chicago, IL	x	x	x	x	\$ 421,500.00						



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-06a General Trades/ Rough Carpentry
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4		Unit Prices					
	10% of Bid					(check box)	Alternate #3 furnish and install wood blocking at Trash Enclosure	Alternate #6 eliminate required 4" wood framed base at Plastic laminate lockers.	Alternate #7 eliminate required 4" wood framed base at metal lockers with benches	Alternate #9 furnish and install 3/4" thick painted MDF numbers at the bunk rooms in lieu of standard room signage	
Parkway Forming- South Elgin IL	x	x	NO	x	\$ 239,960.00		\$ 700.00	\$ 1,000.00	\$ (1,000.00)	\$ 2,900.00	
Hargrave Builders- South Elgin IL	x	x	x	x	\$ 226,450.00	yes	\$ 900.00	\$ (1,200.00)	\$ (1,200.00)	\$ 3,800.00	
LJ Morse Construction Company- Aurora IL	x	x	x	x	\$ 234,400.00		\$ 400.00	\$ (1,670.00)	\$ (1,670.00)	\$ 2,680.00	
Carmichael Construction- Marengo IL	x	x	x	x	\$ 228,900.00	yes	\$ 800.00	\$ (1,750.00)	\$ (1,750.00)	\$ 2,755.00	
Boller Construction- Waukegan IL	x	x	x	x	\$ 363,400.00	yes	\$ 500.00	\$ (5,000.00)	\$ (5,000.00)	\$ 3,000.00	



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-06b Casework
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)	Alternate #6 furnish and install Plastic-Laminate Clad Lockers				
Heartland Cabinet Supply- Crystal Lake IL	x	x	x	x	\$ 106,500.00		\$ 34,900.00				
CS Architectural Woodworking- Montgomery IL	x	x	x	x	\$ 249,592.00		\$ 77,945.00				
Hargrave Builders- South Elgin IL	x	x	x	x	\$ 116,450.00	yes	\$ 37,450.00				
Premier Woodworking Concepts- Woodstock IL	x	x	x	NO	\$ 121,038.00		\$ 23,500.00				



Frederick Quinn Corporation

Bid Tally

Trade: BP #2-07a Roofing & Sheetmetal
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES			
	10% of Bid					(check box)	Alternate #3 furnish and install Aluminum coping at Masonry Trash Enclosure			
F&G Roofing Company- Justice IL	x	x	x	x	\$ 394,800.00		\$ 2,100.00			
GC Roofing- Chicago IL	x	x	x	x	\$ 352,205.00		\$ 5,700.00			
Sterling Commercial Roofing- Sterling IL	x	x	x	x	\$ 411,680.00		\$ 2,900.00			
Weatherguard Roofing- Elgin IL	x	x	x	x	\$ 318,700.00		\$ 2,000.00			
Elens & Maichin Roofing & Sheet Metal- Joliet IL	x	x	x	x	\$ 357,780.00		\$ 2,350.00			
Anothy Roofing Tecta America- Aurora IL	x	x	x	x	\$ 290,679.00		\$ 2,994.00			
All American Exterior Solutions- Lake Zurich IL	x	x	x	x	\$ 387,500.00		\$ 2,500.00			
L Marshall- Glenview IL	x	x	x	x	\$ 391,000.00		\$ 4,200.00			
A-1 Roofing Company- Elk Grove Village IL	x	x	x	x	\$ 356,000.00		\$ 2,600.00			



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-07b Air Barrier & Caulking
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)	Alternate #3 furnish and install joint sealants at Masonry Trash Enclosure	Alternate #1b Cost associated with eliminating the manual transfer switch for mobile generator connection and all associated conduit and wiring			
Bofo Waterproofing- Oak Lawn,IL	x	x	x	x	\$ 98,530.00	yes	\$ 1,820.00	\$ (2,150.00)			
Sager Sealant Corp- La Grange,IL	x	x	x	x	\$ 105,740.00		\$ 125.00				



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-07c Metal Wall Panels
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)					
Metalmaster Roofmaster- McHenry IL	x	x	x	x	\$ 478,260.00						
Sterling Commercial Roofing- Sterling IL	x	x	x	x	\$ 549,860.00						
Whited Brothers- South Holland IL	x	x	x	x	\$ 602,600.00	yes					
Tuschall Engineering- Burr Ridge IL	x	x	x	x	\$ 550,720.00						
All American Exterior Solutions- Lake Zurich IL	x	x	x	x	\$ 364,000.00						
L. Marshall- Glenview IL	x	x	x	x	\$ 484,000.00						
G&L Associates- Des Plaines IL	x	x	x	x	\$ 533,119.00	yes					
Alloy Architectural Solutions- Melrose Park IL	x	x	x	x	\$ 561,550.00						



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-08a Doors Frames & Hardware
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)					
Anderson Lock- Des Plaines IL	x	x	x	x	\$ 83,565.00						
LaForce- Greenbay WI	x	x	x	x	\$ 87,212.00						
Block Iron Supply- Oshkosh, IL	x	x	x	x	\$ 90,465.00						



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-08b Overhead Doors
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)	Alternate #4 furnish and install overhead sectional doors in lieu of high speed coiling doors				
Door Systems ASSA ABLOY- Naperville IL	x	x	x	x	\$ 218,470.00		\$ (84,530.00)				
House of Doors- Brookfield IL	x	x	x	x	\$ 223,631.00		\$ (112,030.00)				
Builders Chicago Corp- Elk Grove Village IL	x	x	x	x	\$ 214,459.00		\$ (94,545.00)				



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-08c Aluminum Storefront & Glazing
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)					
IL Architectural Glass & Aluminum- Lake Forest IL	x	x	x	1,2,3,	\$ 371,876.00						
LS Glass- Chicago IL	x	x	x	x	\$ 209,600.00						
CAD Contract Glazing- Wheeling IL	x	x	x	x	\$ 224,500.00						
Prime Architectural Metal & Glass- Schaumburg IL	x	x	x	x	\$ 261,000.00						
3F Corporation- Alsip IL	x	x	x	x	\$ 309,000.00						
IG Commercial- Elgin IL	x	x	x	x	\$ 296,560.00	yes					
Northern Glass- Elk Grove Village IL	x	x	x	x	\$ 230,000.00						



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-09a Drywall & Framing
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)	Alternate # 11 furnish and install revised wall framing and taping associated with recessed light fixtures	Alternate #5 provide stone veneer at south wall of corridor 101	Alternate #8 provide reduced wall height of wall tile CT-2 in 102A, 118, 121, 122, & 123		
Carmichael Construction- Marengo IL	x	x	x	x	\$ 754,360.00	yes	\$ 4,500.00				
LJ Morse Construction- Aurora IL	x	x	x	x	\$ 526,400.00		\$ 3,500.00	\$ 300.00			
OPC Construction Group- Villa Park IL	x	x	x	x	\$ 452,855.00	yes	\$ 920.00		\$ 995.00		
International Decorators- Barrington IL	x	x	x	x	\$ 422,700.00	yes	\$ 3,500.00				
The Rockwell Group- Freeport IL	x	x	x	x	\$ 426,600.00	yes	\$ 1,700.00				
CCL Corp- Joliet IL	x	x	x	x	\$ 559,707.00	yes	\$ 3,763.00				
Doherty Construction- Woodstock IL	x	x	x	x	\$ 531,790.00		\$ 2,850.00	\$ 450.00			
Kole Construction- Romeoville IL	x	x	x	x	\$ 383,000.00		\$ 5,000.00				



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-09b Tile
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES			
	10% of Bid					(check box) Alternate #8. furnish and install reduced height of wall tile CT-2 in the toilet rooms 102A, 118, 121, 122, & 123 to 6'-0" AFF with aluminum trim				
TSI Commercial Floor Covering- Champaign IL	x	x	x	x	\$ 59,215.00	\$ (10,625.00)				
Commercial Carpet Consultants- Elmhurst IL	x	x	x	x	\$ 76,745.00	\$ (6,500.00)				
Kingston Tile- Romeoville IL	x	x	x	x	\$ 59,500.00	\$ (8,800.00)				
Libertyville Tile & Carpet- Libertyvill IL	x	x	x	x	\$ 65,805.00	\$ (13,200.00)				
Bourbon Tile & Marble- Buffalo Grove IL	x	x	x	x	\$ 68,710.00	\$ (9,600.00)				



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-09c Acoustical Ceiling & Wall Panels
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid				\$ 65,800.00	(check box)	Alternate #12 provide lighting fixture type F3 in corridor 104 in lieu of base bid fixture F18	Alternate #17 Reduction in umbrella liability			
Just Rite Acoustics- Elk Grove Village IL	x	x	NO	x	\$ 75,500.00	yes					
Alpine Acoustics- Schaumburg IL	x	x	x	x	\$ 65,800.00	yes	\$ (500.00)	\$ (8,000.00)			
OPC Construction Group- Villa Park IL	x	x	x	x	\$ 87,940.00	yes					
E&K of Chicago- Elmhurst IL	x	x	x	x	\$ 79,950.00						
International Decorators- Barrington IL	x	x	x	x	\$ 68,900.00	yes					
Integrated Specialty Contractors- Elk Grove Village IL	x	x	x	x	\$ 83,895.00	yes					



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-09d Resilient Flooring & Carpet
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box) Alternate #14 provide a credit to eliminate the furnish and installation of RCB-1 base at SC-2 floor					
TSI Commercial Floor Covering- Champaign IL	x	x	x	x	\$ 75,050.00	\$ (1,978.00)					
Commercial Carpet Consultants- Elmhurst IL	x	x	x	x	\$ 83,206.00	\$ (2,100.00)					
Kingston Tile Company- Romeoville IL	x	x	x	x	\$ 71,500.00	\$ (2,000.00)					
Pinnacle Flooring Company- Frankfort IL	x	x	x	x	\$ 82,000.00	\$ (2,500.00)					
Consolidated Flooring of Chicago- Addison IL	x	x	x	x	\$ 105,827.00	\$ (2,505.00)					
Libertyville Tile & Carpet- Libertyville IL	x	x	x	x	\$ 80,816.00	\$ (2,520.00)					
Benchmark Flooring- Loves Park, IL	x	x	x	x	\$ 70,828.00						



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-09e Painting
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)	Alternate #3 furnish and install primer and paint at Trash Enclosure CMU walls	Alternate #5 eliminate painting of the south wall of corridor 101 for stone veneer	Alternate #8 furnish and install prime and finish coats of drywall if CT-2 is reduced to 6'-0" AFF in the toilet rooms	Alternate #9 provide painted MDF numbers at bunk rooms in lieu standard room identification signage	Alternate #11 recessed wall lighting in corridor 128
Nedrow Painting- Aurora IL	x	x	x	x	\$ 125,750.00	yes	\$ 900.00	\$ (250.00)	\$ 2,000.00	\$ 3,000.00	
GP Maintenance- Palos Park IL	x	x	x	x	\$ 92,100.00	yes	\$ 550.00	\$ (350.00)	\$ 1,100.00		
MS Sebastian Painting- Chicago, IL	x	x	x	x	\$ 122,385.00	yes	\$ 488.00	\$ (104.00)	\$ 666.00	\$ 480.00	
Internatioanl Decorators- Barrington IL	x	x	x	x	\$ 115,200.00	yes	\$ 585.00	\$ (90.00)	\$ 690.00		
Ascher Brothers Co- Chicago IL	x	x	x	x	\$ 112,900.00	yes	\$ 2,000.00	\$ (200.00)	\$ 1,600.00		
Midwest Decorating- Hampshire IL	x	x	x	x	\$ 96,740.00		\$ 480.00	\$ (220.00)	\$ 725.00		\$ 800.00



Frederick Quinn Corporation

Bid Tally

Trade: BP #2-09f Concrete Sealer Resinous Flooring
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box) Alternate #14 furnish and install Epoxy Resinous Flooring (ERF-1) and base (ERFB-1) in lieu of base bid SC-2 floor finishes					
CCI Flooring- Crest Hill IL	x	x	x	x	No Bid		\$ 170,950.00				
Blast It All Midwest- West Chicago IL	x	x	x	x	\$ 37,919.00		\$ 104,597.00				
Artlow Systems Carol Stream IL	x	x	x	x	\$ 44,239.00		\$ 84,165.00				
MS Sebastian	x	x	x	x	\$ 43,816.00		\$ 223,102.00				
Menconi Terrazzo- Bensenville IL	x	x	x	x	\$ 43,400.00		\$ 104,000.00				



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-10 Lockers
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)	Alternate #7 furnish and install upgraded metal lockers, including all components and accessories				
Bradford Systems Corp- Elmhurst IL	x	x	x	x	\$ 27,420.00		\$ 18,400.00				



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-21 Fire Protection
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)	Alternate #4 overhead sectional doors in lieu of high-speed coiling doors at openings 130D, 130E, 130F, 145A, & 145B				
CL Doucette- Chicago IL	x	NO	NO	x	\$ 89,700.00		\$ 4,500.00				
Absolute Fire Protection- Rockford IL	x	x	x	x	\$ 65,200.00						
Valley Fire Protection Systems- St. Charles IL	x	x	x	x	\$ 82,500.00	yes	\$ 1,500.00				



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-22 Plumbing
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)					
Ernie Peterson Plumbing- Waukegan IL	x	x	x	x	\$ 575,000.00						
A&H Plumbing- Elk Grove Village IL	x	x	x	x	\$ 593,600.00						
Chaz F Bruckner & Son- Broadview IL	x	x	x	x	\$ 512,770.00						
Best Plumbing- Crestwood IL	x	x	x	x	\$ 800,000.00						
DeFranco Plumbing- Palentine IL	x	x	x	x	\$ 524,831.00						
CR Leonard Plumbing & Heating- Joliet IL	x	x	x	x	\$ 538,000.00						
Ewing-Doherty Mechanical- Bensenville IL	x	x	x	x	\$ 555,940.00						
Hartwig Mechanical	x	x	x	x	\$ 464,644.00						



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-23 HVAC
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)	Alternate #10. furnish and install two (2) AH-1 Airhawk units in Ambulance Bay and five (5) AH-2 Airhawk units in the Apparatus Bay				
MG Mechanical Contracting- Woodstock IL	x	x	x	x	\$ 538,000.00		\$ (4,000.00)				
AMS Industries- Woodridge IL	x	x	x	x	\$ 699,900.00		\$ (21,840.00)				
Amber Mechanical Contractors- Alsip IL	x	x	x	x	\$ 647,000.00		zero				
C Acitelli Heating & Piping Contractors- Villa Park IL	x	x	x	x	\$ 593,000.00		\$ 6,000.00				
Flo-Tech Mechanical Systems- Addison IL	x	x	x	x	\$ 637,000.00		\$ (5,000.00)				
RD's HVAC- Oak Forest IL	cashier check 60,000	x	x	x	\$ 558,000.00	yes	\$ 24,000.00				
Jensens Plumbing & Heating- Chicago IL	x	x	x	x	\$ 556,000.00		\$ (17,450.00)				
FE Moran	x	x	x	x	\$ 611,607.00	yes	\$ (10,000.00)				
Premier Mechanical- Addison IL	x	x	x	x	\$ 584,000.00		\$ (6,000.00)				
Air Supply AC & Heating- Bartlett IL	x	x	x	x	\$ 519,900.00	yes	\$ 23,850.00				



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-26 Electrical & Low Voltage
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)	Alternate #10 furnish and install power and raceways for two (2) AH-1 units in Ambulance Bay and five (5) AH-2 units in the Apparatus Bay	Alternate #11 furnish and install linear recessed wall lighting	Alternate #12 furnish and install Fixture type F3 in corridor 104	Alternate #13 furnish and install sole sourced diesel generator package	Alternate #16 eliminate the manual transfer switch for mobile generator connection
McWilliams Electric- Schaumburg IL	x	x	x	x	\$ 1,297,750.00	yes	\$ 4,624.00	\$ 19,887.00	\$ (3,710.00)	\$ 19,517.00	\$ (6,197.00)
Argon Electric Company- Buffalo Grove IL	x	x	x	x	\$ 1,058,000.00		\$ (6,000.00)	\$ 14,600.00	\$ (4,000.00)	\$ 10,000.00	\$ (15,000.00)
Prospect Electric Company- Schaumburg IL	x	x	x	x	\$ 1,136,000.00	yes	\$ 3,550.00	\$ 16,800.00	\$ (3,770.00)	\$ 17,150.00	\$ (18,200.00)
Arc 1 Electric- Hickory Hills IL	x	x	x	x	\$ 1,286,000.00	yes	\$ (3,900.00)	\$ 9,850.00	\$ 6,800.00	\$ 131,400.00	\$ (18,200.00)
J Hamilton Electric- Elk Grove Village IL	x	x	x	x	\$ 1,205,000.00	yes	\$ 2,900.00	\$ 26,000.00	\$ (3,400.00)	zero	\$ (24,000.00)
Kellenberger Electric- Elgin IL	x	x	x	x	\$ 1,196,357.00	yes	\$ 8,785.00	\$ 13,520.00	\$ (3,318.00)	\$ 20,884.00	\$ (14,637.00)
Hy-power Electric- Crestwood, IL	x	x	x	x	\$ 1,394,000.00		\$ 4,300.00	\$ 11,200.00	\$ (3,400.00)	\$ 16,800.00	\$ (21,200.00)



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-31 Earthwork
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)	Alternate #1 furnish and install excavation, grading, and associated aggregate placement	Alternate #2 furnish and install excavation, grading and associated aggregates for added parking stalls	Alternate #3 furnish and install excavation and grading for foundations associated with the masonry trash enclosure	Alternate #15 furnish and install excavation, grading, and associated aggregates for additional sidewalk section	
Kellenberger Inc- Elgin IL	x	x	x	x	\$ 281,740.00	yes	\$ 11,775.00	\$ 1,005.00	\$ 3,055.00	\$ 575.00	
American Grading- Schaumburg IL	x	x	x	x	\$ 327,128.00	yes	\$ 8,200.00	\$ 2,500.00		\$ 1,200.00	
DK Contractors- Pleasant Prarie WI	x	x	x	x	\$ 288,863.00	yes	\$ 4,176.00	\$ 458.00	\$ 2,032.00	\$ 132.00	
Berger Contractors- Wauconda IL	x	x	x	x	\$ 327,000.00	yes	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-32a Site Concrete
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)	Alternate #1 furnish and install PCC Pavement in lieu of asphalt	Alternate #2 furnish and install concrete curbs and revised sidewalk	Alternate #15 furnish and install additional section of concrete sidewalk at the North handicapped parking area		
Abbey Construction- Aurora, IL	x	x	x	x	\$ 265,340.00	yes	\$ 33,805.00	\$ 870.00	\$ 1,530.00		
Elliot Construction Corp- Glen Ellyn IL	x	x	x	x	\$ 316,420.00	yes	\$ 40,440.00	\$ 2,600.00	\$ 3,400.00		
Chadwick Contracting Co- Lake in the Hills, IL	x	x	x	x	\$ 274,900.00	yes	\$ 31,800.00	\$ 1,300.00	\$ 1,500.00		
Concrete By Wagner- Lockport IL	x	x	x	x	\$ 270,925.00	yes	\$ 23,900.00	\$ 1,500.00	\$ 1,000.00		
Miller Concrete Construction- West Chicago IL	x	x	x	x	\$ 312,500.00	yes	\$ 41,500.00	\$ 750.00	\$ 1,750.00		
Troch-McNeil Paving- Elk Grove Village IL	x	x	x	x	\$ 227,500.00	yes	\$ 33,600.00	\$ 1,350.00	\$ 1,060.00		



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-32b Asphalt Paving
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)	Alternate #1 eliminate the Asphalt Paving and associated aggregates and fabric at the West driveway	Alternate #2 furnish and install fine grading and associated aggregates for added parking stalls			
Chadwick Contracting- Buffalo Grove, IL	x	x	x	x	\$ 91,900.00		\$ (16,500.00)	\$ (3,375.00)			
Abbey Construction- Aurora IL	x	x	x	x	\$ 91,375.00		\$ (16,400.00)	\$ 3,310.00			
Superior Paving- Fox Lake IL	x	x	x	x	\$ 895,000.00		\$ (15,500.00)	\$ 3,600.00			
Peter Baker & Son- Lake Bluff IL	x	x	x	x	\$ 136,750.00		\$ (20,750.00)	\$ 6,900.00			
Chicagoland Paving Contractors- Lake Zurich IL	x	x	x	x	\$ 95,000.00		\$ (15,000.00)	\$ 5,000.00			
Schroeder Asphalt Services- Huntley IL	x	x	x	x	\$ 108,000.00		\$ (13,000.00)	\$ 3,000.00			
Troch McNeil Paving- Elk Grove Village IL	x	x	x	x	\$ 69,995.00		\$ (8,020.00)	\$ 4,970.00			



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-32c Fencing & Gates
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES			
	10% of Bid					(check box) Alternate #3 furnish and install only gate posts and metal slat gates, with all associated hardware				
Action Fence Contractors- Mundelein, IL	x	x	x	x	\$ 14,500.00		\$ (6,385.00)			



Frederick Quinn Corporation
Bid Tally

Trade: BP #2-33 Site Utilities
Project: Village of Buffalo Grove Fire Station #25
FQC #584
Date: May 1, 2025

Subcontractor	Bid Bond	Certs. (x)	Qual. Form	Addendas 1-4	Base Bid	Unit Prices	ALTERNATES				
	10% of Bid					(check box)					
Kellenberger Inc- Elgin, IL	x	x	x	x	\$ 302,910.00	yes					
Stark & Son Trenching- Hampshire IL	x	NO	x	x	\$ 409,442.00	yes					
American Grading- Schaumburg IL	x	x	x	x	\$ 324,750.00	yes					
Miller Concrete Construction- West Chicago IL	x	x	x	x	\$ 384,482.14	yes					
DK Contractors- Pleasant Prarie WI	x	x	x	x	\$ 342,673.00	yes					
Berger Contractors- Wauconda IL	x	x	x	x	\$ 317,000.00	yes					
Neri Brothers Construction- Roselle IL	x	x	x	x	\$ 388,685.00	yes					



1090 Atlantic Drive,
West Chicago, IL 60185

Office: 630.876.8888
Mobile: 630.346.3686
www.blastitallchicago.com
michael@blastitallchicago.com

5/8/2025

Mark Winger
Fredrick Quinn Corp
103 S. Church Street
Addison, IL 60101

RE: Buffalo Fire Station Bid

Dear Mr. Winger,

I am writing to inform you that Blast It All wishes to withdraw our bid that was submitted to the Village of Buffalo Grove on 5/1/2025 for the Fire Station #25 project. There was a pricing error in our alternate and due to this we must withdraw from consideration.

If you have any further questions, please feel free to reach me at (630) 346-3686

Regards,

Michael DiStazio



05/07/2025

**Frederick Quinn Corporation
103 S Church Street
Addison, IL. 60101**

Attn: Mark Winger

Re: Withdrawal from Bid Request Buffalo Grove Fire Station #25

To Whom it may Concern,

Due to an error on my part, I would like to withdraw my bid for the Concrete Sealer/Resinous Flooring. I removed the Moisture Mitigation from my alternate at the last minute because the Concrete Bid package had a Moisture Mitigation admixture in the concrete mix design. Due to this I removed the Mitigation from my final number because it would not be needed. I did not realize there was an Alternate to remove the admixture from the Concrete Package. The Alternate add I had listed \$84,165 should have been \$102,600.

Due to bids being real close in comparison lately, I tried to keep my number as low as possible. I apologize for this error, I think I looked over my bid to many times, and the last-minute decision to pull the Mitigation from my bid was a mistake.

Sincerely
Brian Simpson

Brian Simpson

New Buffalo Grove - Fire Station No. 25
BP# 2 - Bid Results Summary w/ Allowances & Alternates #1, 5, 7, 9, 11, 13, 14, 15 & 16
Bid Opening -5/1/25

Bid Package	Description	100% DD Budget		Variance	Confirmed Low Bidder w/ Alternates
		1/6/25	Award Amount		
N/A	General Requirements	\$114,750	\$216,750	(\$102,000)	FQC
#1-02	Building Demolition	\$80,800	\$78,800	\$2,000	Breakthru (Awarded in BP#1)
#2-03a	Building Concrete	\$737,098	\$535,600	\$201,498	Parkway
#2-03b	Precast Floor Plank	\$31,593	\$46,890	(\$15,297)	Strescore
#2-04	Masonry	\$759,768	\$603,500	\$156,268	RV Builders
#2-05	Structural & Miscellaneous Steel	\$411,979	\$409,700	\$2,279	Synergy
#2-06a	General Trades / Rough Carpentry	\$206,959	\$229,050	(\$22,091)	Hargrave
#2-06b	Casework	\$117,160	\$106,500	\$10,660	Heartland
#2-07a	Roofing & Sheetmetal	\$395,027	\$298,179	\$96,848	Anthony
#2-07b	Air Barrier & Caulking	\$71,147	\$98,530	(\$27,383)	Bofo
#2-07c	Metal Wall Panels	\$292,891	\$364,000	(\$71,109)	All American Exterior
#2-08a	Doors, Frames & Hardware	\$116,352	\$83,565	\$32,787	Anderson Lock
#2-08b	Overhead Doors	\$233,234	\$214,459	\$18,775	Builders Chicago
#2-08c	Aluminum Storefront & Glazing	\$206,126	\$219,600	(\$13,474)	LS Glass
#2-09a	Drywall & Framing	\$421,224	\$395,500	\$25,724	Kole Construction
#2-09b	Tile	\$74,164	\$59,215	\$14,949	TSI
#2-09c	Acoustical Ceiling & Wall Panels	\$62,451	\$65,800	(\$3,349)	Alpine Acoustics
#2-09d	Resilient Flooring & Carpet	\$72,508	\$72,000	\$508	Kingston Tile
#2-09e	Painting	\$84,588	\$91,750	(\$7,162)	GP Maintenance Services
#2-09f	Concrete Sealer Resinous Flooring	\$28,376	\$147,400	(\$119,024)	Menconi Terrazzo
#2-10	Lockers	\$22,725	\$45,820	(\$23,095)	Bradford
#2-21	Fire Protection	\$70,700	\$65,200	\$5,500	Absolute
#2-22	Plumbing	\$482,275	\$464,644	\$17,631	Hartwig
#2-23	HVAC	\$674,680	\$519,900	\$154,780	Air Supply
#2-26	Electrical & Low Voltage	\$1,097,870	\$1,067,600	\$30,270	Argon Electric
#2-31	Earthwork	\$367,640	\$304,850	\$62,790	Kellenberger Inc.
#2-32a	Site Concrete	\$276,217	\$262,160	\$14,057	Troch McNeill
#2-32b	Asphalt Paving	\$112,211	\$61,975	\$50,236	Troch McNeill
#2-32c	Fencing & Gates	\$20,200	\$14,500	\$5,700	Action Fence
#2-33	Site Utilities	\$247,450	\$296,170	(\$48,720)	Kellenberger Inc.
	TRADE TOTAL	\$7,890,163	\$7,439,607	\$450,556	
	Design Contingency	\$236,708	\$0	\$236,708	
	Subtotal	\$8,126,871	\$7,439,607	\$687,264	
	Construction Contingency	\$406,349	\$371,980	\$34,369	
	TOTAL TRADE & CONTINGENCY COST	\$8,533,220	\$7,811,587	\$721,633	



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 11.a.

Pre-Application Discussion for Highbury Residential Development at 301 and 20311 Weiland Road

Contacts

Liaison: Trustee Ottenheimer

Staff: Nicole Woods

Staff Recommendation

Staff recommends referral.

Recommended Motion

I move to refer the proposal for Highbury Residential Development at 301 and 20311 Weiland Road to the Planning and Zoning Commission.

Summary

See attached memorandum.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Memo - Highbury Residential Development at 301 and 20311 Weiland Road
2. Plan Set - Highbury Residential Development at 301 and 20311 Weiland Road

DATE: May 19, 2025

TO: Village Manager Dane Bragg

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

SUBJECT: Pre-application Discussion: Highbury Club, 301 Weiland Road and 20311 Weiland Road

RECOMMENDATION

Staff recommends discussion and referral to the Planning and Zoning Commission.

PROJECT BACKGROUND

M/I Homes of Chicago, LLC has assembled and entered into a purchase agreement for 8.6 acres of land at 301 and 20311 Weiland Road. Most of the subject property is located within Buffalo Grove, however, approximately 1 acre is located in unincorporated Lake County. The existing improvements include the former Schwaben Center building, soccer fields and a single-family residence.



Figure 1: Subject Site

The developer is proposing to construct an infill development project that includes 33 single-family detached homes, called Highbury Club. The project will require various approvals including: Annexation of the 20311 Weiland Road property and approval of an Annexation and Development Agreement, a Residential Planned Unit Development, a Zoning Map Amendment, Variations from the Zoning Code, and Preliminary Plan approval. Prior to starting the formal application process, the petitioner is seeking comments from the Village Board and a referral to the Planning and Zoning Commission.

Proposed Plan

M/I Homes of Chicago, LLC is proposing to construct 33 two-story, single-family homes. Each home would be between 2,360 -2,732 square feet in size and would feature three to four bedrooms and a front-loaded two-car garage. The project will feature a hybrid of contemporary and rustic elements in a farmhouse style. There will be a combination of horizontal and vertical Hardie Board siding, gable roofs, and brick and stone accents.



Figure 2: Proposed Elevations

Land Use and Zoning

The proposed plan aligns with the 2009 Comprehensive Plan, surrounding land uses, development patterns, and zoning. The 2009 Comprehensive Plan calls for the property to be a mix of single-family detached and public/semi-public. The surrounding land uses and zoning are single-family detached and attached (Fairview Estates and Ridgewood) with the R-9 and R-5 zoning classifications. Most of the site is currently classified as R-7. The proposed density is 3.84 units per acre, which is compatible with surrounding density which includes Fairview Estates (4.41) and Ridgewood single-family (3.68).

Based upon the current plan, the project will require some zoning variations including a rear yard setback variation from the 35 feet requirement (25 feet proposed) and minimum lot size variation from the 7,200 sq ft requirement (5,555 sq ft proposed).



Figure 3: Surrounding Zoning

The proposed plan shows how the two parcels to the south of the site can be integrated into the development in the future via an six additional single-family homes along a cul-de-sac.

Site Design & Access

Two vehicular access points are proposed for the development. The west access will be a full access drive along Weiland Road. Another access drive will be constructed on the northern side of the site to connect with Raymond Road, which leads to Pauline Avenue to the North. Additionally, a walking path will be incorporated to connect with the existing path to the east, which leads to the Ridgewood walking path. Internal sidewalks will also be included along the frontage of the homes throughout the site. The traffic analysis indicates that site-generated traffic is expected to have minimal effects on the operations of the external street network.

Parking

The development exceeds the parking requirement of 66 stalls by offering 132 parking spaces (66 enclosed spaces within the 2-car garages and an additional 66 spaces in the driveways). The parking spaces will adequately serve the development's needs and are consistent with other single-family home developments in Buffalo Grove.

Stormwater and Landscaping

The developer will be working with the Engineering staff to address the stormwater for the site, which will be partially accommodated via the detention pond on the northwestern portion of the site. The site will be fully landscaped, and the Village Forester will review the landscape plan as part of the formal application submittal.

ACTION REQUESTED

The Petitioner is seeking comments from the Village Board related to the proposed plan. Should the Board conceptually support the plan; the item can be referred to the Planning and Zoning Commission for discussion of specific details including setbacks, site plan, parking, landscaping, and other bulk regulations. Based on the current plan, the following approvals could include:

- Annexation & Annexation Agreement
- Residential Planned Unit Development
- Zoning to R-7 Dwelling District
- Development and Zoning Variations
- Preliminary Plan

May 1, 2025

VIA ELECTRONIC MAIL

Nicole Woods; Director of Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089
Email: nwoods@vbg.org

RE: Highbury Club Concept Plan Submittal: 301 Weiland Road, Buffalo Grove, Illinois & 20311 Weiland Road, Prairie View, Illinois 60069

Dear Ms. Woods:

On behalf of my client, M/I Homes of Chicago, LLC (“M/I”), I am delighted to submit the attached Concept Plan and associated renderings with respect to Highbury Club, M/I’s proposed redevelopment of approximately 8.6 acres of land, 7.7 acres of which consists of the property commonly known as 301 Weiland Road, Buffalo Grove, Illinois (PINs 15-33-402-111 & 15-33-402-112) (the “Buffalo Grove Property”) and 0.8698 acres of which consists of the property commonly known as 20311 Weiland Road, Prairie View, Illinois (PIN 15-33-402-128) (the “Prairie View Property”). M/I is the contract purchaser of both the Buffalo Grove Property and the Prairie View Property from two affiliated sellers pursuant to two separate real estate purchase contracts.

M/I has carefully chosen this exceptional site as the perfect canvas for a thoughtfully designed community of 33 single-family homes. The homes are designed in an architectural style that is intended to complement the existing aesthetic of Buffalo Grove and will be beautifully landscaped. With its prime location and inherent charm, this setting provides an ideal foundation for creating a neighborhood that seamlessly blends comfort, beauty and a true sense of belonging to the Village of Buffalo Grove. Highbury Club will present the opportunity for current and prospective residents of Buffalo Grove alike to become part of this vibrant and carefully curated community. M/I anticipates this project will generate numerous benefits to the Village of Buffalo Grove. It will contribute to the local housing stock, breathe new life into an underutilized site, and introduce a fresh wave of consumers eager to support local business. Additionally, the project will strengthen the Village’s property tax base, fostering economic vitality and long-term sustainability.

With its thoughtful design and inviting character, this community will not only be a desirable place to call home but also an inspiring setting to live, work and thrive.

Given the distinctive and thoughtfully designed elements of this proposal, M/I intends to request the annexation of the Prairie View Property into the Village of Buffalo Grove, and rezoning of the Prairie View Parcel to R-7 Dwelling District. M/I intends to retain the current zoning of the Buffalo Grove Property as R-7 Dwelling District. M/I will also request a Special Use for a Residential Planned Unit Development for the entire property, with several variations, and approval of a plat of subdivision for the property to bring M/I's vision to life. In connection with the project, we have attached the following documents for your review and consideration:

1. Petition for Concept Plan Review
2. Concept Site Plan
3. Concept Illustrative Landscape Plan
4. Architectural Renderings
5. Traffic Study Thumbnail
6. Basin Grading Exhibit

M/I proposes to construct the homes in the style of M/I's "Classic Series", which blends contemporary elegance with the warmth of rustic farmhouse charm, as showcased in the attached renderings. Each style is distinct in character, yet together the various styles weave a harmonious and visually captivating community that feels both timeless and inviting. The homes will be attractive two-story residences, ranging in size from 2,360 to 2,732 square feet, featuring four spacious bedrooms with two to three car garages at ground level and will provide ample living space. The layout of these homes, as shown in the attached renderings, ensure that every square foot is utilized to its fullest potential. The target market for these homes includes professionals, young couples, growing families and those who desire a residence that reflects their personal style and evolving lifestyle needs. Highbury Club will offer a perfect fit to first-time homebuyers looking for a place to plant their roots, families seeking room to grow, or individuals wanting well-designed space to balance work and leisure.

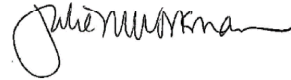
In consideration of the request of the Village to have on-site detention within the community, M/I has developed a concept plan to accommodate approximately 2.43 acre-feet of detention. The concept plan additionally includes provisions for connection from the community to the existing bicycle path to the east, offering a seamless transition for pedestrian and recreational access. Additionally, the design includes a planned vehicular connection to potential future development to the south, as well as direct vehicular access to Raymond Road to the north and Weiland Road to the west, enhancing connectivity and ensuring smooth traffic flow in all directions.

May 1, 2025

Page 3

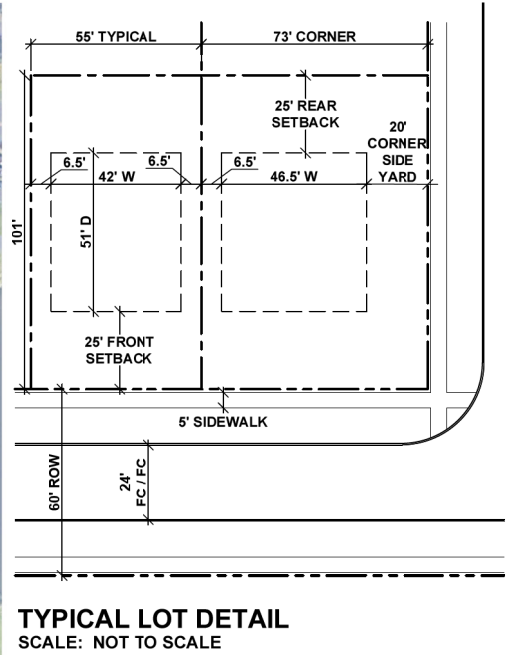
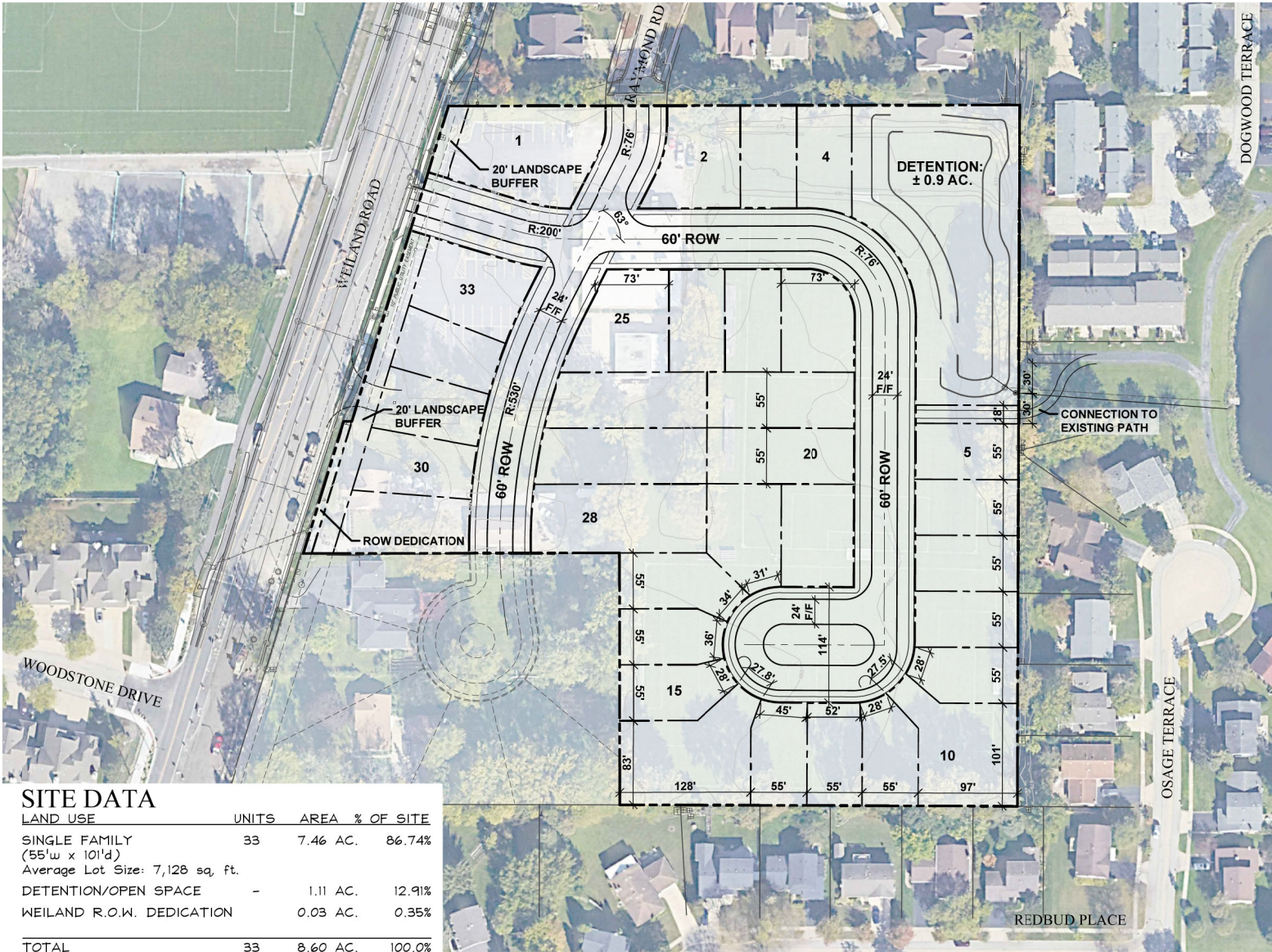
We respectfully request your consideration of the attached Concept Plan and discussion of the same at the May 19, 2025 Village Board Meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie M. Workman". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

Julie M. Workman

cc: Greg Collins
Scott Barenbrugge
Anna Sutton



SITE DATA

LAND USE	UNITS	AREA	% OF SITE
SINGLE FAMILY (55'w x 101'd)	33	7.46 AC.	86.74%
Average Lot Size: 7,128 sq. ft.			
DETENTION/OPEN SPACE	-	1.11 AC.	12.91%
WEILAND R.O.W. DEDICATION		0.03 AC.	0.35%
TOTAL	33	8.60 AC.	100.0%





SITE DATA

LAND USE	UNITS	AREA	% OF SITE
SINGLE FAMILY (55'w x 101'd)	33	7.46 AC.	86.74%
Average Lot Size: 7,128 sq. ft.			
DETENTION/OPEN SPACE	-	1.11 AC.	12.91%
WEILAND R.O.W. DEDICATION		0.03 AC.	0.35%
TOTAL	33	8.60 AC.	100.0%

HIGHBURY CLUB - SITE PLAN
BUFFALO GROVE, ILLINOIS

04.29.2025



M/I Homes of Chicago LLC		
Exterior Color Collections (Bodie Ridge - Hardie)		
Collection # 4		
Material:	Color/Style:	Manufacturer:
Lap - Siding	Pearl Gray	Hardie
Vertical - Siding	Gray Slate	Hardie
Roof	Molte Black	CertaTweed
Roof - Metal	Black	ACM
Brick	Iron Vineyard	Glen-Gary
Stone	Oakfield Machine Cut	Eden Valders Stone
Exterior Trim (Default)		
Material:	Color/Style:	Manufacturer:
Front Door	Inkwell SW6992	Sherwin Williams
Exterior Trim	Alta White	Hardie
Soffit/Fascia	White	ACM or Equal
Gutters	White	ACM or Equal
Garage Door	White	Wayne Dalton
Windows	White	M/I Windows



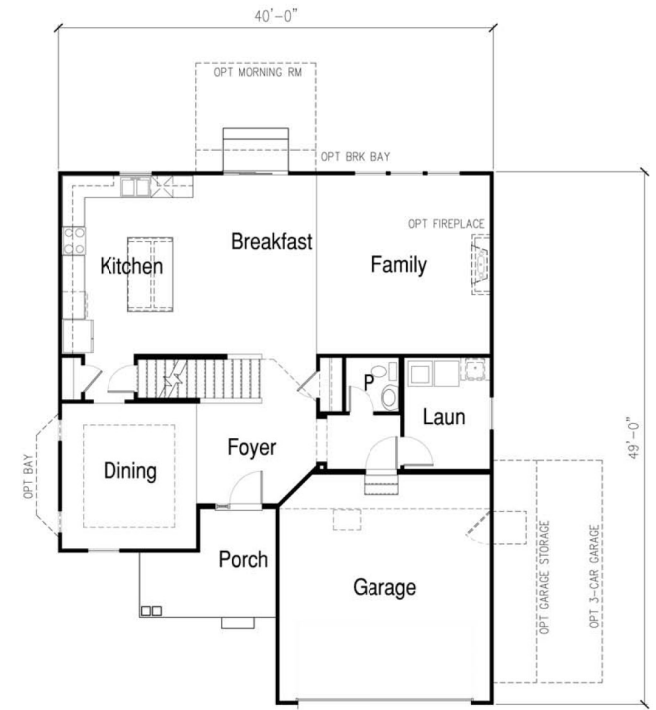
Elevation B

Barclay
2360 s.f.



Plan Options

Upper Floor Plan



Main Floor Plan

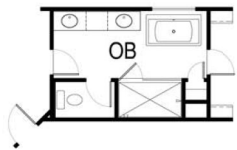
Barclay 2360 s.f.



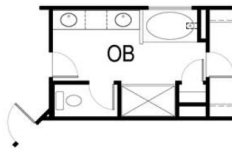
Elevation A

Dunbar
2500 s.f.

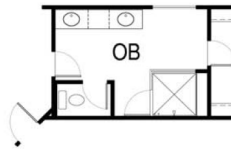
M/I Homes of Chicago LLC		
Exterior Color Collections (Sadie Ridge - Hardie)		
Collection # 8		
Material:	Color/Style:	Manufacturer:
Lap - Siding	Evening Blue	Hardie
Vertical - Siding	Evening Blue	Hardie
Roof	Moore Black	CertainTeed
Block - Metal	Black	ACM
Stone	Bourbon Trail	Meridian
	Oakfield Machine Cut	Eden Valdes Stone
Designer Package Exterior Trim Upgrade Option:		
Material:	Color/Style:	Manufacturer:
Exterior Trim	Gray Slate	Hardie
Front Porch Columns	Gray Slate	Sherwin Williams (Match)
Soffit Fascia	Black	ACM or Equal
Gutters	Black	ACM or Equal
Garage Door (Painted)	Inkwell SW6992	Sherwin Williams
Windows	Black	M/I Window



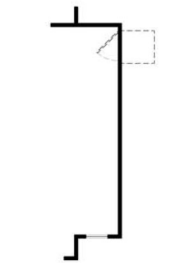
Owners Bath
Free-standing Tub



Owners Luxury
Bath



Owners Bath
Walk-in Shower



Garage Storage



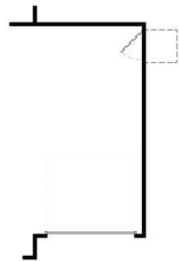
Breakfast Bay



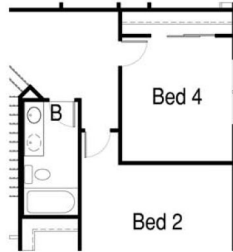
Morning Room



Fireplace



3-Car Garage

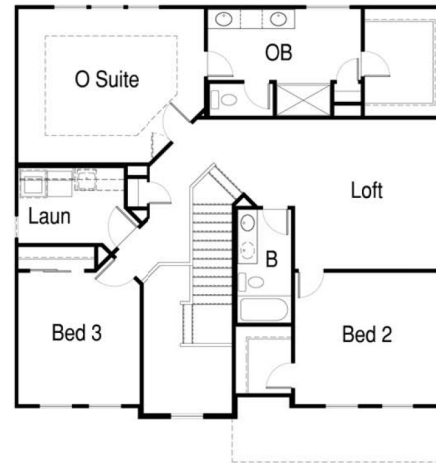


Bedroom 4

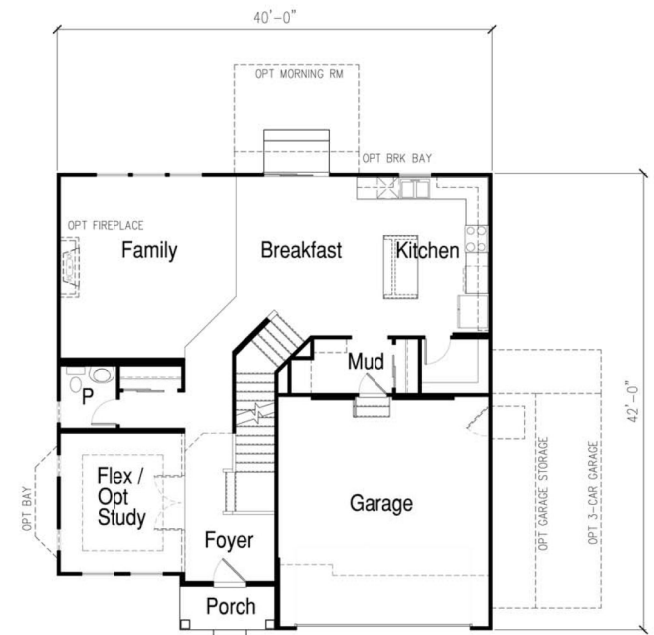


Flex Bay

Plan Options



Upper Floor Plan



Main Floor Plan

Dunbar

2500 s.f.



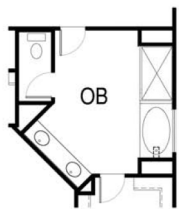
Elevation E

Easton
2732 s.f.

M/I Homes of Chicago LLC		
Exterior Color Collections (Jardie Ridge - Hardie)		
Collection # 14 Rustic Farmhouse ONLY		
Material:	Color/Style:	Manufacturer:
Lap - Siding	Pearl Gray	Hardie
Vertical - Siding	Pearl Gray	Hardie
Roof	Maire Black	CertainTeed
Roof - Metal	Black	ACM
Block	Bouillon Bull	Glenn-Dorcy
Stone	Oakfield Machine Cut	Eden Valders Stone
Designer Package Exterior Trim Upgrade Option:		
Material:	Color/Style:	Manufacturer:
Exterior Trim	Arctic White	Hardie
Front Porch Columns	SW 7006 Extra White	Sherwin Williams (Match)
Soffit Fascia	Black	ACM or Equal
Outlets	Black	ACM or Equal
Garage Door (Painted)	Inkwell SW6992	Sherwin Williams
Windows	Black	M/I Windows



Owners Bath
Free-standing Tub



Owners Luxury
Bath



Owners Bath
Walk-in Shower



Breakfast Bay



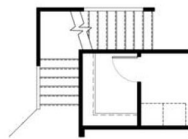
Morning Room



Fireplace



Garage Storage



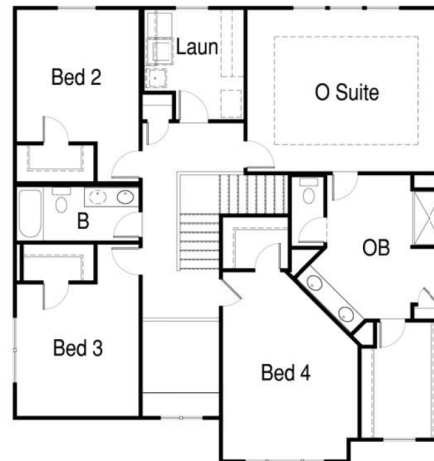
Open Stairs



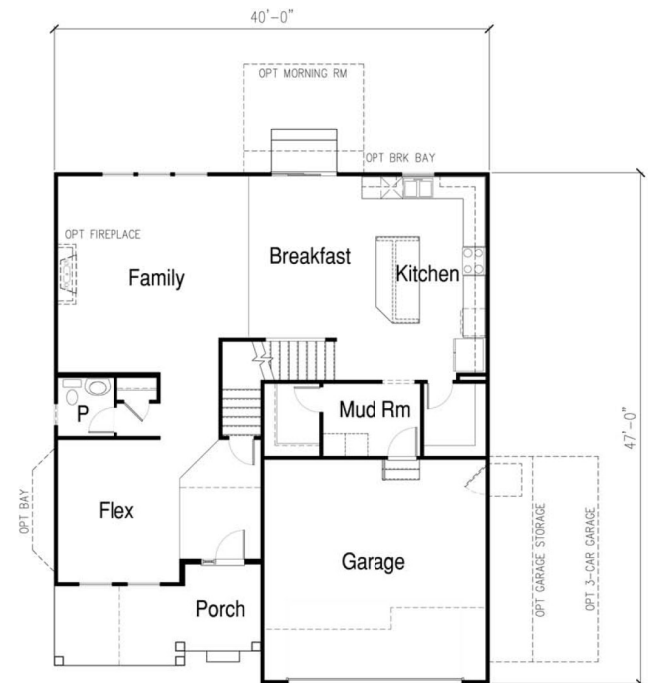
Flex Bay

3-Car Garage

Plan Options



Upper Floor Plan



Main Floor Plan

Easton

2732 s.f.

MEMORANDUM TO: Anna Sutton
M/I Homes of Chicago, LLC

FROM: Michael Mendoza Riveros
Consultant

Luay R. Aboona, P.E., PTOE
Principal

DATE: April 1, 2025

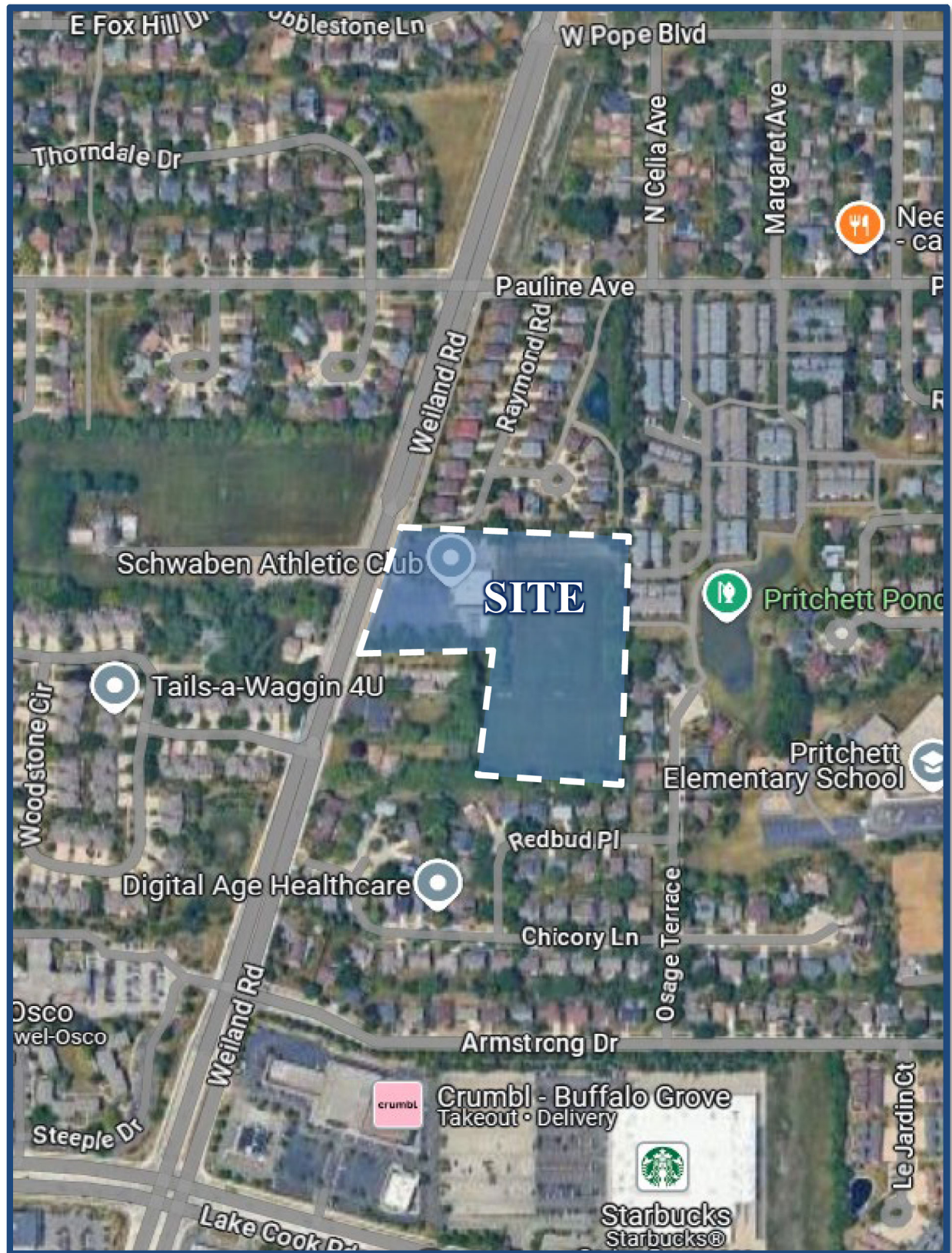
SUBJECT: Traffic Impact Statement
Proposed Residential Development
Buffalo Grove, Illinois

This memorandum summarizes the results and findings of a Traffic Impact Statement prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed residential development to be located in Buffalo Grove, Illinois. The 7.2-acre site is located on the east side of Weiland Road north of Woodstone Drive and is proposed to contain 34 single-family homes. Access is proposed off Weiland Road and via a connection to Raymond Road. **Figure 1** shows an aerial view of the existing site. A copy of the site plan is located in the Appendix.

The purpose of this memorandum is to summarize the existing roadway conditions, estimate the volume of traffic that will be generated by the residential development, and to review the access system.

Existing Roadway Characteristics

Weiland Road is generally a north-south, major collector roadway that provides two travel lanes in each direction and a shared median that extends approximately 650 feet north of Woodstone Drive. At its unsignalized intersection with Armstrong Drive, Weiland Road provides a left-turn lane, a through lane and a shared through/ right-turn lane on both approaches. At its unsignalized intersection with Woodstone Drive, Weiland Road provides a left-turn lane and two through lanes on the northbound approach, while the southbound approach provides a shared left-turn median, a through lane and a shared through/right-turn lane. At its signalized intersection with Pauline Avenue, Weiland Road provides a left-turn lane, a through lane and a shared through/right-turn lane on both approaches. High visibility crosswalks are provided on both the north and south leg of the intersection. Weiland Road is under the jurisdiction of the Village of Buffalo Grove, carries an Annual Average Daily Traffic (AADT) volume of 15,500 vehicles (IDOT 2023) and has a posted speed limit of 40 miles per hour.



Aerial View of Site

Figure 1

Pauline Avenue is an east-west, local roadway that provides one travel lane in each direction. At its signalized intersection with Weiland Road, Pauline Avenue provides a left-turn lane and a shared through/right-turn lane on both approaches. High visibility crosswalks are provided on both the east and west leg of the intersection. Parking is generally permitted on village streets except between 2:00 A.M. and 6:00 A.M. daily. Pauline Avenue is under the jurisdiction of the Village of Buffalo Grove and has a posted speed limit of 25 miles per hour.

Armstrong Drive is an east-west, local roadway that provides one travel lane in each direction. At its unsignalized intersection with Weiland Road, Armstrong Drive provides a shared left-turn/through/right-turn lane on both approaches that operate under stop sign control. Armstrong Drive is under the jurisdiction of the Village of Buffalo Grove and has a posted speed limit of 25 miles per hour east of Weiland Road.

Woodstone Drive is an east-west, local roadway that provides one travel lane in each direction that extends approximately 375 feet west of Weiland Road. At its unsignalized intersection with Weiland Road, Woodstone Drive provides a left-turn lane and a right-turn lane on the eastbound approach that operates under stop sign control. A high-visibility crosswalk is provided on the west leg of the intersection. Woodstone Drive is under the jurisdiction of the Village of Buffalo Grove and has a posted speed limit of 25 miles per hour.

Peak Hour Traffic Volumes

As discussed above, the residential development is to consist of 34 single-family homes. The volume of peak hour trips estimated to be generated by the proposed development was based on “Single-Family Detached Housing” (Land-Use Code 210) vehicle trip generation rates contained in *Trip Generation Manual*, 11th Edition, published by the Institute of Transportation Engineers (ITE).

Table 1 summarizes the trips projected to be generated by the proposed development during the weekday morning and weekday evening peak hours as well as on a daily basis. It should be noted that based on census data available for the census tract surrounding the site, approximately four percent of residents utilize alternative modes of transportation while approximately 26 percent of residents work from home. Therefore, the trips to be generated by the site are anticipated to be reduced compared to ITE values.

Table 1
ESTIMATED PEAK HOUR TRIP GENERATION

ITE Land- Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Trips		
		In	Out	Total	In	Out	Total	In	Out	Total
215	Single-Family Detached Housing (34 units)	7	21	28	23	13	36	187	187	374

Traffic Evaluation

When the projected traffic that will be generated by the proposed development is compared to the traffic on the adjacent roadway system, the proposed development will not have a significant impact due to the following:

- The proposed development will generate low volumes of traffic during the peak hour, averaging one trip every one to two minutes.
- The daily traffic on Weiland Road will increase by less than one percent.

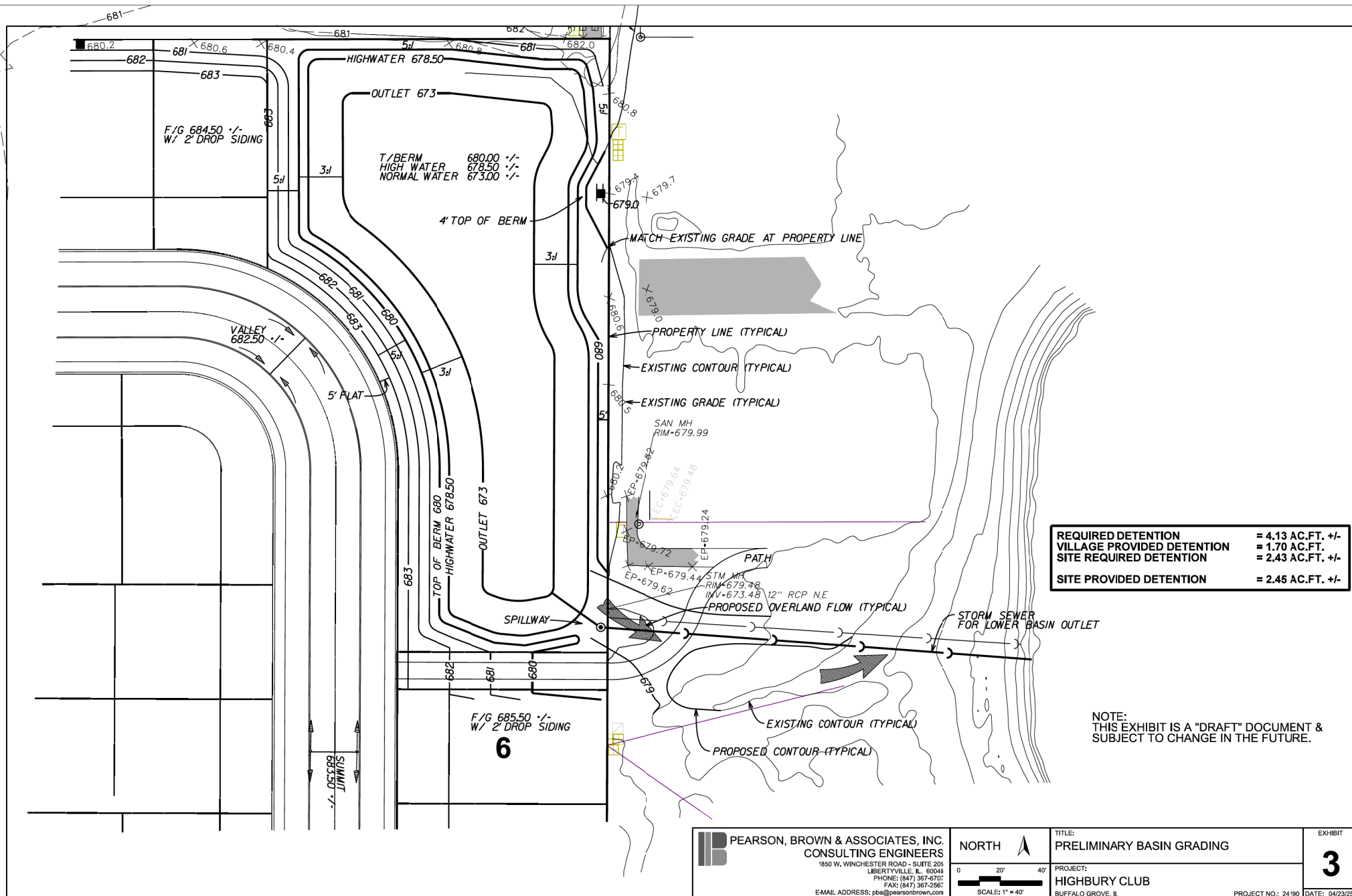
Site Access

Access to the residential development is to be provided via a proposed full-movement access road off Weiland Road approximately 355 feet north of Woodstone Road. The proposed access road will provide one inbound lane and one outbound lane with outbound movements under stop sign control. Southbound left-turn will be accommodated by the existing center two way left-turn lane. Secondary access will be provided via a connection to Raymond Road which intersects Pauline Avenue to the north. The connection to Raymond Road will enhance the proposed development accessibility and will provide the exiting residential development to the north with additional access.

Conclusion

Based on the proposed plan and the preceding evaluation, the following is concluded:

- The traffic that will be generated by the proposed development will be low.
- The proposed development generated traffic will not have a significant impact on area roadways, as it is projected to increase traffic by less than one percent.
- Access to the proposed development will be provided off Weiland Road and via a connection to Raymond Road which intersects Pauline Avenue to the north.
- The proposed access system will be adequate in accommodating the proposed development-generated traffic.





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: May 19, 2025

AGENDA ITEM 11.b.

Pre-application Discussion for Townhome Development at 16606 – 16704 IL Rt 22, 23008-23025 Main Street and 23023 First Street (Fiore Property)

Contacts

Liaison: Trustee Ottenheimer

Staff: Nicole Woods

Staff Recommendation

Staff recommends referral.

Recommended Motion

I move to refer to the proposal for a Townhome Development at 16606 – 16704 IL Rt 22, 23008-23025 Main Street and 23023 First Street (Fiore Property) to the Planning and Zoning Commission

Summary

See attached memorandum.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Memo - Townhome Development at 16606 – 16704 IL Rt 22, 23008-23025 Main Street and 23023 First Street (Fiore Property)
2. Plan Set - Townhome Development at 16606 – 16704 IL Rt 22, 23008-23025 Main Street and 23023 First Street (Fiore Property)

DATE: May 19, 2025

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Community Development Director
Kelly Purvis, Deputy Community Development Director

SUBJECT: Pre-application discussion for a townhome proposal at 16606 - 16704 IL Rt 22, 23008-23025 Main Street and 23023 First Street (Fiore Property)

RECOMMENDATION

Staff recommends discussion and a referral of the project to the Planning and Zoning Commission.

PROJECT BACKGROUND

Pulte Home Company, LLC, is the contract purchaser of the properties located at 16606-16704 Rt. 22, 23008-23025 Main St. and 23023 First St., also known as the Fiore properties. The site, which is located in unincorporated Lake County, is approximately 11.20-acres and was the former location of the Fiore Nursery and Landscape Supply.



Figure 1. Aerial image of the Fiore Property

The developer is proposing to construct a 90-unit townhome community on the property. The project will require annexation and approval of an Annexation and Development Agreement, a Residential Planned Unit Development, a Zoning Map Amendment to R-9 Multi-Family Dwelling District, a Plat of Subdivision, Preliminary Plan, and Variations from the Zoning Code. Prior to starting the formal application process, the petitioner is seeking comments from the Village Board along with a referral to the PZC.

Prairie View Station Area Plan

The subject property is part of the *Central Subarea* featured in the Prairie View Station Area Plan (PVSAP), which was adopted as part of the Comprehensive Plan in 2019. The Plan itself is a framework, not a specific development or construction plan. In that sense, imagery and plans featured in the PVSAP are meant to provide examples of how some of the main concepts could be implemented. It is expected that future redevelopment proposals will embrace and implement the vision's core principles. Pulte's proposal incorporates many of the main concepts of the Prairie View Metra Station Area Plan as the plan:

- Provides key elements (denser residential, open space, pedestrian orientated, and gateway plaza) featured in the plan to create a denser, walkable environment
- Offers housing attractive to the emerging demographics (ie millennials, young families, baby boomers and empty nesters)
- Creates a housing and transportation nexus with the train and other accessibility assets
- Incorporates open space and sustainability through wetland preservation and other natural elements
- Begins to build a multi-modal infrastructure network
- Helps transform the area into a destination and establishes an identity



Figure 2.. Central Subarea Land Use Plan

PLANNING & ZONING ANALYSIS

Plan Overview

The 90-unit townhome development will consist of 20, 3-story buildings with 3-6 units in each building. Home buyers will be offered a choice of three floor plans ranging in size from 2,200 – 2,800 sf. The base model of each floor plan will include 3 bedrooms and 2.5 bathrooms, but options are available to have up to 5 bedrooms and 4.5 bathrooms. Most of the buildings (70%) will have garages at the back of the building, which will be accessed through private alleys. The balance of the townhomes will be front-loads.

Land Use/Zoning

As noted above, the proposed project's land use, density, and development pattern aligns with the PVSAP. At 8.04 dwelling units per acre (du/acre), the density for the proposed development is similar to Easton Station (8.2 du/acre) and Prairie Point Townhomes (9.64 du/acre). The developer is requesting a R-9 Zoning designation upon annexation of the property to the Village. This would be an appropriate designation, given several other townhome developments with R-9 Zoning in the Prairie View area and nearby neighborhoods, including Prairie Point, Noah's Landing and the Waterbury Place townhomes.

The wetlands and floodplain on the west portion of the property significantly reduces the buildable area of the site and results in a site design that requires zoning variations. These include front setback variations from the 25-foot required setback as the plans shows 15-foot front yard setback from Half Day Road at the tightest point as well as a 10 foot setback from the internal road in some areas. Other variations include spacing between buildings that are shown approximately 14 feet, while the requirement is 24 feet.

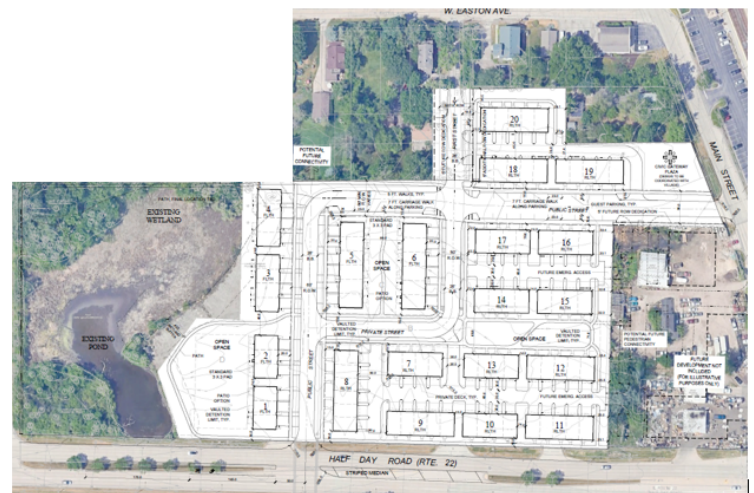


Figure 3. Site Plan

Access, Traffic and Parking

Access to the site will be provided via a full movement access drive on IL Rt. 22, a full movement access drive on Main Street, and a roadway connection to First Street. Along Rt. 22, the three existing curb cuts will be consolidated into a single access drive and the landscape median will be modified to provide a dedicated left turn lane into the site. Access on Main Street will remain in the same location as the current access drive. First Street will also be extended. The street's internal road network includes both private and public roads and alleys and the plan shows future connections and development patterns. The traffic analysis indicates that the access system will be adequate in accommodating the proposed development.

Every unit in the development will have a two-car garage, and all units except for those in buildings 18 and 19 (10 units total) will have a driveway that can accommodate two additional cars. The plans currently show an additional 35 parking stalls for guests throughout the site. Overall, 375 parking spaces are proposed for the development (4.2 spaces per dwelling unit), which complies with the code requirement of 153 parking spaces (1.7 spaces per dwelling unit).

A new pedestrian network is proposed, connecting the townhomes to open space amenities, the gateway plaza, and the surrounding neighborhood. Staff will continue to work with the developer on further enhancing connectivity to the west of the site and through the open space preservation area.

Architecture/Development Character

The townhome buildings will feature high quality building materials in a contemporary architecture style. The primary material will be traditional brick, which will be paired with a dark colored James Hardie siding with board and batten accents and trim. The elevations also feature metal roof accents, steel canopies, and single hung windows. While not shown on the elevations, Pulte will be offering a buyer option for an attic conversion to usable space for a rooftop patio, which will be a unique element of the development.



Figure 4. Rendering of the Rear-Load, 5-Unit Building

Landscaping & Open Space

The petitioner is proposing to preserve the western portion of the site, existing wetlands and the pond. In addition, open space and landscape features with seating and underground stormwater vaults will be proposed throughout the site. In total, 5.95 acres (53%) of the property will remain open space. A gateway plaza is also proposed along the entrance to the development on Main Street. Plans for the open space preservation area and gateway plaza will continue to evolve during the formal application process.



Figure 5. Preliminary Landscape Plan

Utilities

Village water, sewer and storm facilities will need to be extended to the site to accommodate the development. Preliminary engineering plans will be provided as part of the formal application submittal.

ACTION REQUESTED

The Petitioner is seeking comments from the Village Board related to the proposed plan. Should the Board conceptually support the plan; the item can be referred to the Planning and Zoning Commission for discussion of specific details including parking, setbacks, landscaping and other bulk regulations. Based on the current plan, the following approvals will be required:

- Annexation & Annexation/Development Agreement
- Residential Planned Unit Development
- Rezoning to R-9 Multi-Family Dwelling District
- Plat of Subdivision
- Preliminary Plan
- Zoning Variations

PROJECT NARRATIVE

Pulte Home Company, LLC, a Michigan limited liability company (“Pulte”) is the contract purchaser of the approximately 11-acre property (the “Property”) commonly known as 16704 W. IL Route 22, Buffalo Grove, Illinois. The Property is currently located in unincorporated Lake County but is eligible for annexation to the Village of Buffalo Grove. While historically used for agrarian and equestrian purposes, the Property was recently utilized as part of Fiore Nursery and Landscape Supply.

Pulte seeks Concept Plan review from the Village of Buffalo Grove to facilitate redevelopment of the Property as a residential townhome community as depicted in the Concept Plan application materials submitted herewith. Pulte’s townhome proposal requires annexation and the rezoning of the Property to R-9 Multiple-Family Dwelling District in the Village of Buffalo Grove.

The Concept Land Plan depicts the proposed layout of Pulte’s proposed townhome community. Access will be provided via a new public street that will connect between Half Day Road on the south and Main Street on the east. The proposed development will also connect to the existing First Street to the north, thereby providing a tertiary access point to W. Easton Avenue. Internally, the townhome community will be served by a series of private streets and motor courts.

The Concept Landscape Plan identifies a new gateway plaza on Main Street. The ultimate design of the plaza will be coordinated with Village staff throughout the development process. Pedestrian paths are integrated throughout the plan, linking the gateway plaza to individual dwelling units, contemplated open spaces and gardens, and ultimately connecting to and around the preserved special management area on the westernmost part of the Property. The design of the project seeks to emphasize unique open spaces and walkability.

Ninety townhomes are contemplated. All of the townhomes are three-story dwelling units. There is a combination of both front-load and rear-load garages. Buildings 1-6 utilize a front-load garage configuration while buildings 7-19 utilize a rear-load garage configuration. Each dwelling unit includes a 2-car garage. Except for the ten dwelling units in buildings 18 and 19, all of the dwelling units also include a private driveway that accommodates two additional cars. Thirty-five guest parking spaces are incorporated into the plan, providing an overall parking ratio of 4.2 spaces per dwelling unit.

Building elevations depicting both the front-load and rear load garage configuration are provided. All of the townhome buildings have a base configuration that is three-stories. Traditional brick is a primary building material that wraps around the ground level on all

four sides of the building, extending further on the front facades. Dark colored James Hardie siding, a cementitious based product, is a high-quality siding material that will complement the lighter colored brick. Black windows, metal roof elements, cantilevered balconies and hung steel canopies help to establish the character of a high-end community. Not depicted in the building elevations, but a critical component of Pulte's higher end three-story townhomes is a unique buyer option that reconfigures the attic to usable space with access to a rooftop patio. The habitable attic feature does not increase the overall height of the building. Historically, Pulte has seen a take rate of nearly 50% on the habitable attic and rooftop patio option.

Pulte will offer three different floor plans as depicted in the Product Matrix. All of floor plans are base 3-bedroom and 2 ½ bathroom homes. However, Pulte provides a variety of options that help buyers make a Pulte house their home. With buyer options, the kitchens in the rear load units can go in one of two locations, providing unique living experiences. Floor plans can also be expanded to four or five bedrooms and 3 ½ or 4 ½ bathrooms, within the ground level and the habitable attic. Homes will range from approximately 2,200 to 2,800 square feet.

Pulte's proposed townhome development is generally consistent with the vision established in the Village's Prairie View Station Area Plan (the "Plan"), approved in 2019. The Plan seeks to create a cohesive vision for the area that can unlock its potential by providing a framework for future development with a more urban character. While Pulte's Concept Plan does not include multi-family dwelling units and is therefore less dense than originally contemplated for the Central Subarea, Pulte's Concept Plan accomplishes many of the principles set forth in the Village's Plan.

Pulte's townhome development will help to establish a new, more urban identity for the subarea with its planning and architecture. It will add much needed housing stock to a Lake County housing market with limited supply and skyrocketing prices. The new residential dwellings will leverage existing transportation nodes in both the local road network and the Prairie View Train Station, minimizing impact on public resources. The proposed development will preserve special management areas and create a new pedestrian network. The proposed development includes varied and unique open spaces that include an open lawn area, manicured gardens, and a new gateway plaza that will help to establish an identity for the Prairie View Station Area.

Pulte's townhome development will kick-start economic development in the Prairie View Station Area and improve quality of life as envisioned in the Plan.

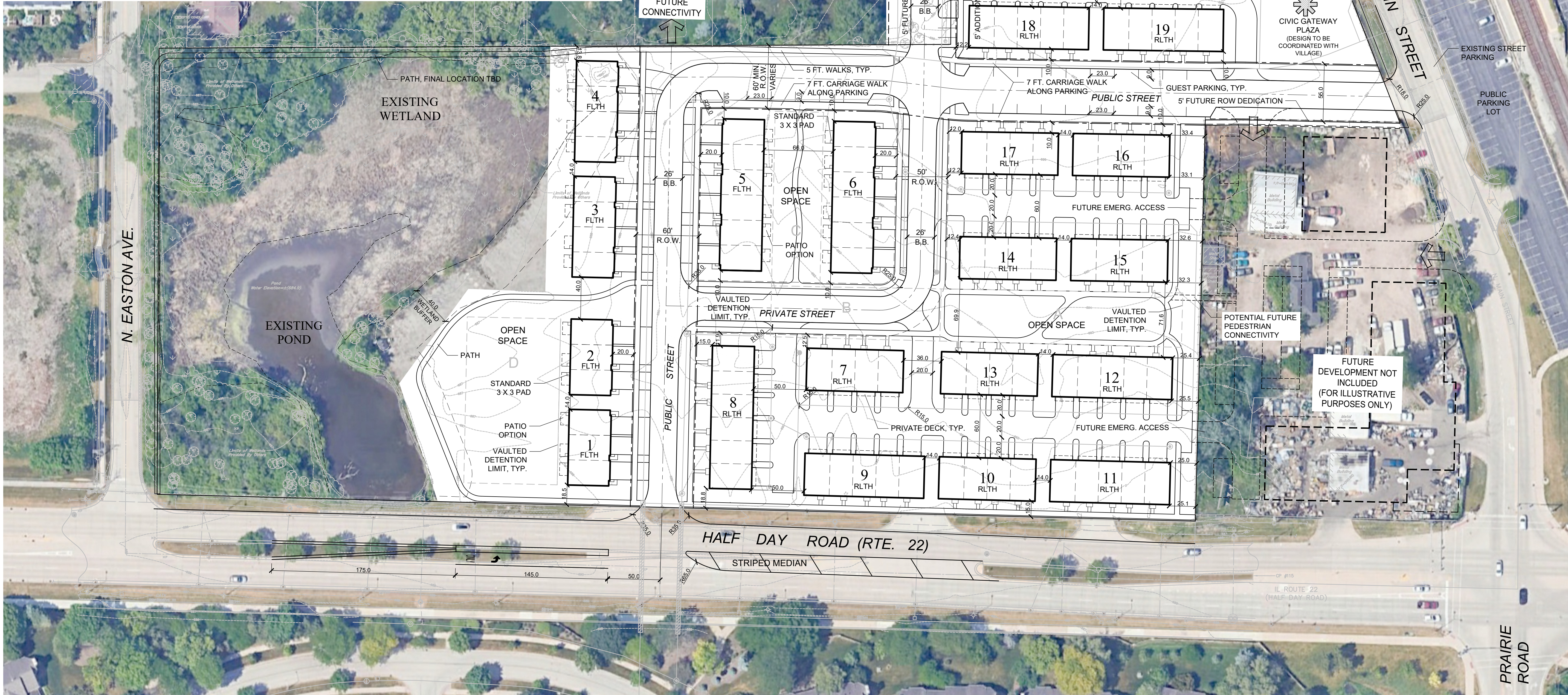
SITE DATA

Total Site Area	= 11.18 Ac.
Total Number of Units	= 90
Front-Loaded Townhomes (FLTH)	= 26 (29%)
Rear Loaded Townhomes (RLTH)	= 64 (71%)
Gross Site Density	= 8.05 DU/Ac. (90 D.U. / 11.18 Ac.)
Parking Required:	= 153 spaces (1.7 spaces / dwelling unit)
Parking Provided	
Garage	= 180 spaces
Driveway	= 160 spaces
Guest (parallel and perpendicular)	= 35 spaces
Total Number of spaces provided	= 375 spaces (4.2 spaces / dwelling unit)

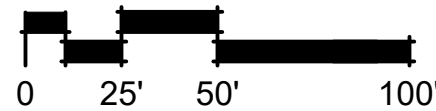
DESIGN STANDARDS

	FLTH	RLTH
Building to Perimeter:		
Front to Half Day Road ROW	NA	15 ft.
Front to North Property Line	NA	30 ft.
Side to North Property Line	13 ft.	NA
Rear to North Property Line	NA	27 ft.
Side to East Property Line	NA	26 ft.
Building to Street:		
Front to Public Road ROW	20 ft.	10 ft.
Side to Public Road ROW	10 ft.	10 ft.
Building to Building:		
Side to Side	14 ft.	14 ft.
Side to Rear	NA	50 ft.
Rear to Rear	65 ft.	45 ft. min., 60 ft. typical

- NOTES:
- Existing Zoning is R-1 and GC in unincorporated Lake County, and part of Buffalo Grove's Prairie View Station Area Plan.
 - Proposed Zoning is R-9 PUD in the Village of Buffalo Grove.



LAND PLAN
SCALE: 1" = 50'



dickson design
STUDIO

9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

PULTE GROUP

1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL

PLAN DATE

APRIL 28, 2025

REVISIONS

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

MULTI-FAMILY RESIDENTIAL
PRAIRIEVIEW / BUFFALO GROVE, IL

CONCEPT LAND PLAN

SHEET NUMBER

1 OF 1



- LEGEND**
- (A) ENTRY ID PIER
 - (B) GATEWAY PLAZA (DESIGN TBD)
 - (C) NEW HOMES WITH FOUNDATION LANDSCAPE, TYPICAL
 - (D) OPEN SPACE / LANDSCAPE FEATURE WITH SEATING (OVER UNDERGROUND STORMWATER VAULTS, REFER TO CIVIL ENG. PLANS)
 - (E) PARKWAY TREES, SPACED APPROX. 40' ON CENTER, TYPICAL
 - (F) EXISTING TREES, TO PRESERVE, TYP.



dickson design
STUDIO

9 CRYSTAL LAKE ROAD,
SUITE 110
LAKE IN THE HILLS, IL 60156
224 441 8181

CLIENT NAME AND ADDRESS

PULTE GROUP

SCHAUMBURG, ILLINOIS

PLAN DATE

APRIL 28, 2025

PROJECT NAME AND SHEET TITLE

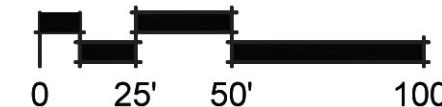
MULTI-FAMILY RESIDENTIAL
PRAIRIE VIEW / BUFFALO GROVE, IL

EXHIBIT:
CONCEPT LANDSCAPE PLAN



CONCEPT LANDSCAPE PLAN

SCALE: 1" = 50'





Primary Elevation
Scale: 3/16" = 1'-0"



Rear Elevation
Scale: 1/8" = 1'-0"

Side Elevation (Typical)
Scale: 1/8" = 1'-0"



Rear-Load Townhome Building Elevations
Building Type 9, 11, 12, 18, 19, 20: FIVE Unit Configuration

Fiore Property Townhomes

Buffalo Grove, Illinois



May 2, 2025 | 25-0235



Rear-Load Townhome Building Elevations
Building Type 9, 11, 12, 18, 19, 20: FIVE Unit Configuration

Fiore Property Townhomes
Buffalo Grove, Illinois





Primary Elevation
Scale: 3/16" = 1'-0"



Rear Elevation
Scale: 1/8" = 1'-0"

Side Elevation (Typical)
Scale: 1/8" = 1'-0"



Front-Load Townhome Building Elevations Building Type 5, 6: SIX Unit Configuration

Fiore Property Townhomes
Buffalo Grove, Illinois





Front-Load Townhome Building Elevations
Building Type 5, 6: SIX Unit Configuration

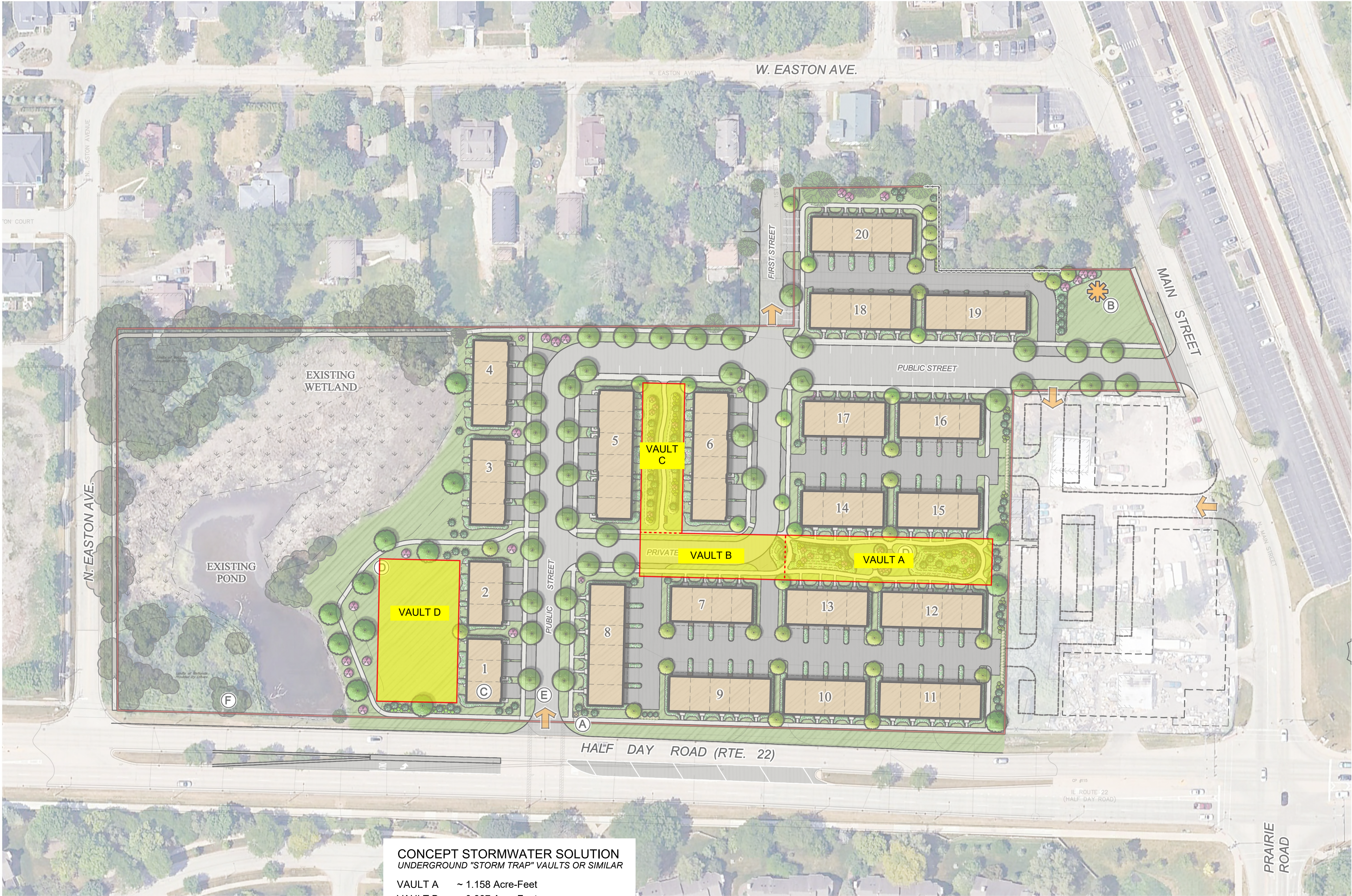
Fiore Property Townhomes
Buffalo Grove, Illinois



Buffalo Grove

Fiore Nursery Redevelopment

Townhomes, 3-Story + Optional Habitable Attic							
	Qty	Unit Width	Front/Rear Load Garage	Square Footage	Bedrooms	Bathrooms	Garage
Halston/Highwood	36	22'	RL	2,219 - 2,584	3 - 4	2.5 – 3.5	2
Jayton/Jetwood	28	24'	RL	2,357 – 2,771	3 - 5	2.5 – 4.5	2
Isleton	26	24'	FL	2,508 – 2,628	3 - 5	2.5 – 4.5	2
	90						



CONCEPT STORMWATER SOLUTION
UNDERGROUND "STORM TRAP" VAULTS OR SIMILAR

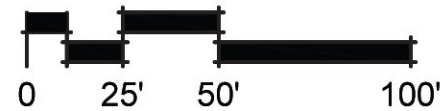
- VAULT A ~ 1.158 Acre-Feet
- VAULT B ~ 0.887 Acre-Feet
- VAULT C ~ 0.725 Acre-Feet
- VAULT D ~ 0.950 Acre-Feet

TOTAL STORAGE ~ 3.720 Acre-Feet



CONCEPT STORMWATER VAULT POSITIONS

SCALE: 1" = 50'



PEARSON, BROWN & ASSOCIATES, INC.
CONSULTING ENGINEERS
1850 W. WINCHESTER ROAD - SUITE 205
LIBERTYVILLE, IL 60048
PHONE: (847) 387-8707
FAX: (847) 387-2507
E-MAIL ADDRESS: pba@pearsonbrown.com
© COPYRIGHT 2025 PEARSON, BROWN & ASSOCIATES, INC. ALL RIGHTS RESERVED

CLIENT NAME AND ADDRESS

PULTE GROUP

SCHAUMBURG, ILLINOIS

PLAN DATE

APRIL 28, 2025

PROJECT NAME AND SHEET TITLE

**MULTI-FAMILY RESIDENTIAL
PRAIRIE VIEW / BUFFALO GROVE, IL**

**EXHIBIT:
CONCEPT STORMWATER
VAULT POSITIONS**

MEMORANDUM TO: Eric Friedman
Pulte Group

FROM: Brendan S. May, PE, PTOE
Principal

Luay R. Aboona, P.E., PTOE
Principal

DATE: May 6, 2025

SUBJECT: Traffic Impact Statement
Proposed Townhome Development
Buffalo Grove, Illinois

This memorandum summarizes the results and findings of a Traffic Impact Statement prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed townhome development to be located in Buffalo Grove, Illinois. The 11.18-acre site is located in the northwest corner of the intersection of IL Route 22 (Half Day Road) with Main Street/Prairie Road and is proposed to contain a total of 90 townhomes. Access is proposed to be provided via a full movement access drive on IL Route 22, a full movement access drive of Main Street, and via a connection to First Street. **Figure 1** shows an aerial view of the site. A copy of the site plan is located in the Appendix.

The purpose of this memorandum is to summarize the existing roadway conditions, estimate the volume of traffic that will be generated by the residential development, and to review the access system.

Existing Roadway Characteristics

IL Route 22 (W. Half Day Road) is an east-west other principal arterial roadway with a five-lane cross section that in the vicinity of the site provides two travel lanes in each direction divided by a landscaped median. At its signalized intersection with Main Street/Prairie Road, IL 22 provides an exclusive left-turn lane, a through lane, and a shared through/right-turn lane on the eastbound and westbound approaches. Standard style crosswalks are provided on the west, north, and south legs of this intersection. At its unsignalized "T" intersection with Easton Avenue, IL 22 provides an exclusive left-turn lane and two through lanes on the eastbound approach and a through lane and a shared through/right-turn lane on the westbound approach. At its unsignalized "T" intersection with Prairie Road, IL 22 provides two through lanes on the eastbound approach and a through lane and a shared through/right-turn lane on the westbound approach. IL 22 is under the jurisdiction of the Illinois Department of Transportation (IDOT) and is classified as a Strategic Regional Arterial (SRA).



Aerial View of Site

Figure 1

IL 22 carries an Annual Average Daily Traffic (AADT) volume of 19,200 vehicles (IDOT 2023) and has a posted speed limit of 35 miles per hour west of Main Street. IL 22 carries an AADT of 18,500 vehicles (IDOT 2023) and has a posted speed of 30 miles per hour east of Main Street.

Prairie Road (Lake County Route W17) is a north-south minor arterial roadway that provides one travel lane in each direction. At its signalized intersection with IL 22/Main Street, Prairie Road provides an exclusive left-turn lane, a through lane, and an exclusive right-turn lane on the northbound approach. At its “T” intersections with IL 22, Prairie Road provides an exclusive right-turn lane on the southbound approach. Prairie Road is under the jurisdiction of the Village of Buffalo Grove and has a posted speed limit of 30 miles per hour north of IL 22. Prairie Road is under the jurisdiction of Lake County Division of Transportation (LCDOT), carries an AADT volume of 5,650 vehicles (IDOT 2023) and has a posted speed limit of 40 miles per hour south of IL 22.

Main Street is a north-south local roadway that extends between IL 22 and Buffalo Grove Road. At its signalized intersection with IL 22, Main Street is aligned opposite Prairie Road and provides an exclusive left-turn lane and a shared through/right-turn lane on the southbound approach. At its unsignalized intersection with Easton Avenue and Buffalo Grove Road, Main Street does not provide any exclusive lanes. Access to the Prairie View Metra station and surface parking lot is provided off Main Street. Main Street is under the jurisdiction of the Village of Buffalo Grove and has a posted speed limit of 30 miles per hour.

Buffalo Grove Road is an east-west minor arterial roadway that provides one travel lane in each direction. At its unsignalized “T” intersection with Main Street, Buffalo Grove Road provides a shared through/right-turn lane on the eastbound approach and an exclusive left-turn lane and a through lane on the westbound approach. Buffalo Grove Road is under the jurisdiction of LCDOT, carries an AADT of 10,800 vehicles (IDOT 2023), and has a posted speed limit of 35 miles per hour.

Easton Avenue is a local roadway that extends between IL 22 and Main Street providing one travel lane in each direction. At its unsignalized “T” intersections with IL 22 and Main Street, Easton Avenue does not provide any exclusive turn lanes. Easton Avenue is under the jurisdiction of the Village of Buffalo Grove and has a posted speed limit of 25 miles per hour.

Train Observations

The Prairie View Metra station is located approximately 500 feet northeast of the site. Based on the Illinois Commerce Commission (ICC) data, the tracks carry an average of 29 daily trains. Furthermore, and based on the Metra schedule, the Prairie View Metra station is served by 14 trains (7 inbound, 7 outbound) on weekdays, and there is no weekend service. Field observations conducted during the peak hours indicated the following:

- During the weekday morning peak hour, two Metra train events were observed. The gates were down for approximately 100 seconds on average.
- During the weekday evening peak hour, one Metra train event was observed. The gates were down for approximately 60 seconds.

Peak Hour Traffic Volumes

As discussed above, the residential development is to consist of 90 townhomes. The volume of peak hour trips estimated to be generated by the proposed development was based on “Single-Family Attached Housing” (Land-Use Code 215) vehicle trip generation rates contained in *Trip Generation Manual*, 11th Edition, published by the Institute of Transportation Engineers (ITE).

Table 1 summarizes the trips projected to be generated by the proposed development during the weekday morning and weekday evening peak hours as well as on a daily basis. It should be noted that, given the proximity of the site to the Prairie View Metra station, it is anticipated that not all of the residents will drive to commute to work. Based on a review of Census data, approximately eight percent of residents in the area use public transportation to commute to and from work.

Table 1
ESTIMATED PEAK HOUR TRIP GENERATION

ITE Land- Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Daily Trips		
		In	Out	Total	In	Out	Total	In	Out	Total
215	Single-Family Attached Housing (90 units)	10	31	41	30	20	50	318	318	636

Traffic Evaluation

When the projected traffic that will be generated by the proposed development is compared to the traffic on the adjacent roadway system, the proposed development will not have a significant impact due to the following:

- The proposed development will generate low volumes of traffic during the peak hour, averaging one trip every one to two minutes.
- Access to the development will be provided via three locations which will distribute site generated traffic through the study area intersections
- The daily traffic on IL 22, Prairie Road, and Buffalo Grove Road is projected to increase by less than two percent.
- When compared to the peak hour traffic volumes traversing the intersection of IL Route 22 with Main Street, the proposed development will increase traffic by approximately one percent or less.

Site Access

Access to the residential development is to be provided via a relocation of the existing full movement access drive on IL Route 22 to the west, a full movement access drive off Main Street, and via a connection to First Street. The access drives will provide one inbound lane and one outbound lane. Outbound movements onto IL Route 22 and Main Street should be under stop-sign control.

The proposed development will result in the consolidation of the three existing curb cuts on IL Route 22 into a single access drive. As part of the proposed development, the existing landscaped median along IL 22 will be modified to provide an exclusive eastbound left-turn lane. Allowing inbound left turn movements from IL 22 onto the site will minimize the volume of traffic traversing the intersection of IL 22 with Main Street/Prairie Road, limiting the impact of the proposed development on the intersection, particularly during train events.

The access drive on Main Street will be in the same location as the existing access drive serving the site, and the connection to First Street and its intersection with Easton Avenue will enhance the site access flexibility of the proposed development.

Conclusion

Based on the proposed plan and the preceding evaluation, the following is concluded:

- The traffic that will be generated by the proposed development will be low.
- The proposed development generated traffic will not have a significant impact on area roadways, as it is projected to increase traffic by less than two percent daily.
- Access to the proposed development will be provided off IL 22 and Main Street, and via a connection to First Street which intersects Easton Avenue to the north.
- The proposed access system will be adequate in accommodating the proposed development-generated traffic.

Appendix

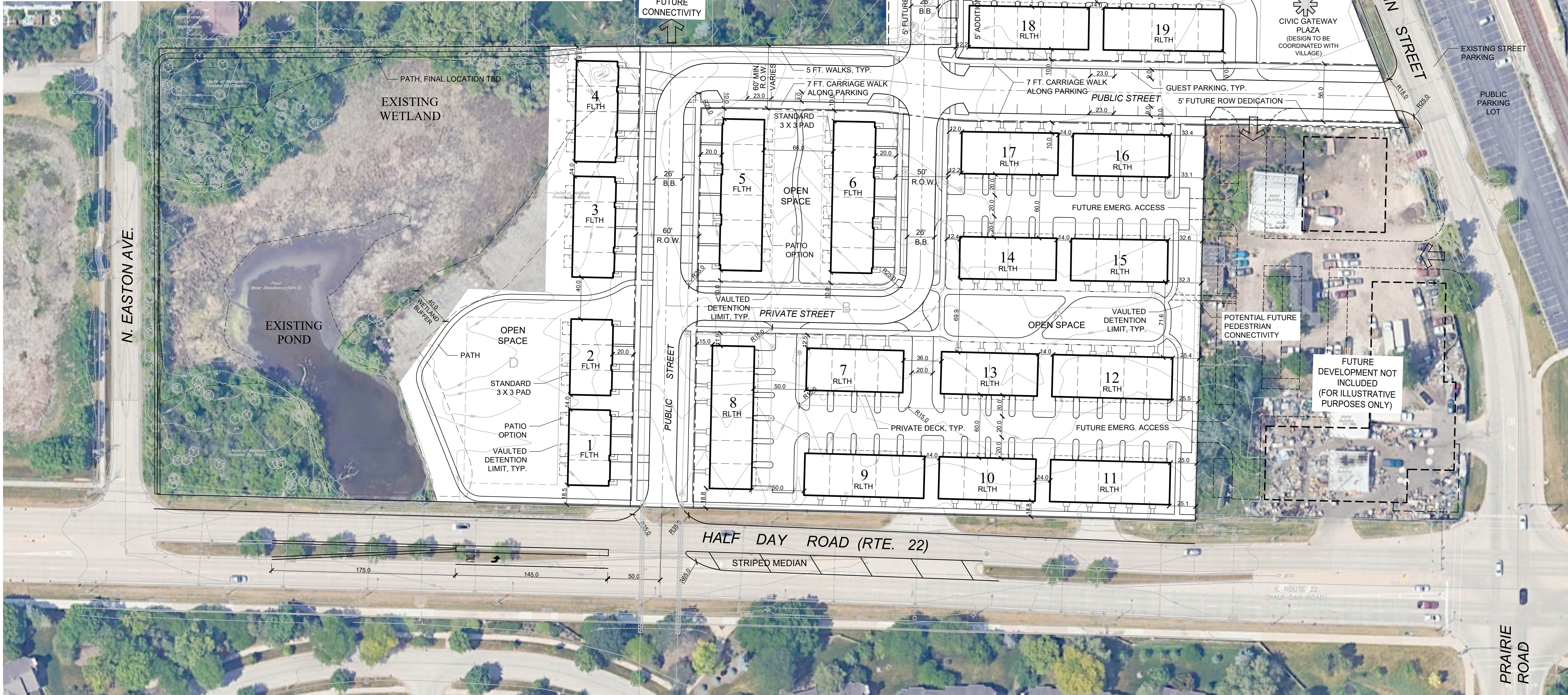
SITE DATA

Total Site Area	= 11.18 Ac.
Total Number of Units	= 90
Front-Loaded Townhomes (FLTH)	= 26 (29%)
Rear Loaded Townhomes (RLTH)	= 64 (71%)
Gross Site Density	= 8.05 DU/Ac. (90 D.U. / 11.18 Ac.)
Parking Required:	= 153 spaces (1.7 spaces / dwelling unit)
Parking Provided	
Garage	= 180 spaces
Driveway	= 160 spaces
Guest (parallel and perpendicular)	= 35 spaces
Total Number of spaces provided	= 375 spaces (4.2 spaces / dwelling unit)

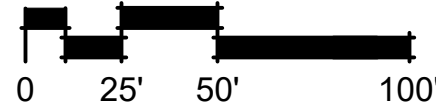
DESIGN STANDARDS

	FLTH	RLTH
Building to Perimeter:		
Front to Half Day Road ROW	NA	15 ft.
Front to North Property Line	NA	30 ft.
Side to North Property Line	13 ft.	NA
Rear to North Property Line	NA	27 ft.
Side to East Property Line	NA	26 ft.
Building to Street:		
Front to Public Road ROW	20 ft.	10 ft.
Side to Public Road ROW	10 ft.	10 ft.
Building to Building:		
Side to Side	14 ft.	14 ft.
Side to Rear	NA	50 ft.
Rear to Rear	65 ft.	45 ft. min., 60 ft. typical

- NOTES:
- Existing Zoning is R-1 and GC in unincorporated Lake County, and part of Buffalo Grove's Prairie View Station Area Plan.
 - Proposed Zoning is R-9 PUD in the Village of Buffalo Grove.



LAND PLAN
SCALE: 1" = 50'



dickson design
STUDIO

9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

PULTE GROUP

1900 E. GOLF ROAD, SUITE 300
SCHAUMBURG, IL

PLAN DATE

APRIL 28, 2025

REVISIONS

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

MULTI-FAMILY RESIDENTIAL
PRAIRIEVIEW / BUFFALO GROVE, IL

CONCEPT LAND PLAN

SHEET NUMBER

1 OF 1