



AGENDA

BUFFALO GROVE VILLAGE BOARD

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

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

1. Call to Order

- a. Pledge of Allegiance
- b. Roll Call

2. Approval of Minutes

- a. Minutes of the June 16, 2025 Village Board Regular Meeting

3. Approval of Warrant

- a. Approval of Warrant #1383 (Trustee Cesario, Chris Black)

4. Village President's Report

5. Village Manager's Report

- a. Swearing in of new Firefighters (Trustee Richards, Lawrence Kane)

6. Special Business

7. Reports from Trustees

8. Consent Agenda

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

- a. R-2025-21 Resolution Adopting an Intergovernmental Agreement with the Joint Emergency Management System (JEMS) (Trustee Richards, Dane Bragg)
- b. O-2025-79 Ordinance Authorizing the Certificate of Initial Acceptance for Tesla (Trustee Weidenfeld, Briget Schwab)
- c. O-2025-80 Ordinance Authorizing the Certificate of Initial Acceptance for The Clove (Trustee Weidenfeld, Briget Schwab)
- d. O-2025-81 Ordinance Authorizing a Development Improvement Agreement with The Malnati Organization, LLC for the Lou Malnati's Patio Addition (Trustee Weidenfeld, Briget Schwab)

- e. O-2025-82 Ordinance Approving a Special Use for a Non-academic School at 727 Hastings Lane (Trustee Ottenheimer, Nicole Woods)
- f. O-2025-83 Ordinance Approving a Right-of-Way Access Agreement with Level 3 Communications, LLC (Trustee Weidenfeld, Briget Schwab)
- g. O-2025-84 Ordinance Approving an Amendment to the PUD and Preliminary Plan for Epicure Dining at 720 W Lake Cook Rd. (Trustee Ottenheimer, Nicole Woods)
- h. O-2025-85 Ordinance Approving a Right-of-Way Access Agreement with Ezee Fiber Texas, LLC (Trustee Weidenfeld, Briget Schwab)
- i. O-2025-86 Ordinance Approving an Amendment to the Preliminary Plan for a Deck at Lou Malnati's at 85 S Buffalo Grove Rd. (Trustee Ottenheimer, Nicole Woods)
- j. O-2025-87 Ordinance Authorizing Execution of a Contract with Hydro-Chem Systems, Inc. for Automated Truck Wash at 1650 Leider Lane (Trustee Weidenfeld, James Warnstedt)

9. Ordinances and Resolutions

- a. R-2025-22 Resolution Approving the Adoption of Amendments to the Personnel Manual (Trustee Bocek, Kathryn Golbach)
- b. O-2025-88 Ordinance Authorizing an Engineering Services Agreement with Hampton, Lenzini and Renwick, Inc. (Trustee Weidenfeld, Briget Schwab)

10. Unfinished Business

11. New Business

- a. Pre-Application Discussion for Kenley Residential Development at 16523-16737 Aptakasic Road (Trustee Ottenheimer, Nicole Woods)
- b. Pre-Application Discussion for Riverwalk Apartments Development at 0 Riverwalk Drive (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

- a. Executive Session - Section 2(C)(11) of the Illinois Open Meetings Act: Litigation, When an Action Against, Affecting or on Behalf of the Particular Public Body Has Been Filed and is Pending Before a Court or Administrative Tribunal, or When the

Public Body Finds that an Action is Probable or Imminent, in Which Case the Basis for the Finding Shall be Recorded and Entered into the Minutes of the Closed Meeting.

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: July 21, 2025

AGENDA ITEM 2.a.

Minutes of the June 16, 2025 Village Board Regular Meeting

Contacts

Liaison: Clerk Sirabian

Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the minutes of the June 16, 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. Minutes - 06/16/2025 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, JUNE 16, 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, Richards, Cesario, Ottenheimer, Bocek and Weidenfeld.

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

APPROVAL OF MINUTES

Moved by Ottenheimer, seconded by Johnson, to approve the minutes of the May 19, 2025, Regular Meeting. Upon roll call, Trustees voted as follows:

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

Moved by Weidenfeld, seconded by Bocek, to approve the minutes of the June 2, 2025, Committee of the Whole Meeting. Upon roll call, Trustees voted as follows:

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

WARRANT #1382

Mr. Black read Warrant #1382. Moved by Cesario, seconded by Johnson, to approve Warrant #1382 in the amount of \$6,573,884.97 authorizing payment of bills listed. Upon roll call, Trustees voted as follows:

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

VILLAGE PRESIDENT'S REPORT

President Smith nominated Jay Jorbin to serve on the **Board of Fire & Police Commissioners**. Moved by Ottenheimer, seconded by Bocek, to concur with President Smith's appointment. Upon roll call, Trustees voted as follows:

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

President Smith welcomed and thanked Mr. Jorbin for stepping up to join the wonderful volunteers that serve the Village of Buffalo Grove.

President Smith congratulated our Village Manager, Dane Bragg, on receiving the prestigious **ILCMA Service to the Community Award**. This well-deserved recognition highlights Mr. Bragg's unwavering dedication, leadership and commitment to making Buffalo Grove an outstanding place to live, work, and thrive. Mr. Bragg's passion for public service has made a lasting impact on our community and we are proud to have him at the helm.

VILLAGE MANAGER'S REPORT

Mr. Black introduced Jamie Wilkey, partner from Lauterbach & Amen, to present a summary of the 2024 annual comprehensive financial report. Mr. Black thanked the Buffalo Grove staff, as well as the Lauterbach & Amen staff for the work they put in to completing this audit. Ms. Wilkey then presented an overview and highlights of the **2024 Audit and Management Letter**, noting that she is happy to report another clean audit for the year.

Moved by Cesario, seconded by Johnson, to accept the 2024 Audit and Management Letter. Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

Chief Kane introduced Brian Shepard, representing the Buffalo Grove Rotary Club, to present the **Rotary Firefighter of the Year** award.

Mr. Shepard briefly presented an overview of Rotary Club and the Firefighter of the Year award, then reviewed the accomplishments and criteria of this year's recipient, FF/PM Michael Manka. As he was presented with this award, FF/PM Manka was congratulated by the audience and the Board, after which he thanked the Rotary Club for sponsoring this award, the Village Board, his family, and the members of the Buffalo Grove Fire Department for supporting everything he aspires to achieve in his career.

Chief Budds noted that tonight he has the distinct privilege and honor to be appointing the first woman to the rank of **Deputy Police Chief** in the history of Buffalo Grove. Chief Budds provided a brief background on Tara's phenomenal career in the Buffalo Grove Police Department, after which he administered the Oath of Office to her. Deputy Chief Anderson was congratulated by the audience and the Board as her badge was pinned on by her husband, Mark. Deputy Chief Anderson thanked Chief Budds, Mr. Bragg and the Village Board for the confidence they have placed in her. This is a significant honor, and she is looking forward to the great things that will be accomplished, and she thanked her colleagues in the Buffalo Grove Police Department and her family and friends for the support they have provided to her in her career.

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. 2025-69 - WANRack LLC

Motion to pass Ordinance No. 2025-69 approving a Right-of-Way Access Agreement with WANRack LLC.

Ordinance No. 2025-70 - Newtown Drive at Weiland Road

Motion to pass Ordinance No. 2025-70 revising Title 10 Parking Restrictions on Newtown Drive at Weiland Road.

Proclamation - Juneteenth

Motion to approve a Proclamation recognizing June 19, 2025, as a Day to Celebrate Juneteenth.

Ordinance No. 2025-71 - US LBM Operating Co. 3009, LLC and US LBM Operating Co. 2009, LLC

Motion to pass Ordinance No. 2025-71 approving the Fifth Amendment to the Agreement by and between the Village of Buffalo Grove and both US LBM Operating Co. 3009, LLC and US LBM Operating Co. 2009, LLC.

Ordinance No. 2025-72 - Title 5.20 Liquor Controls

Motion to pass Ordinance No. 2025-72 amending Title 5.20 Liquor Controls to update licenses authorized and reserve a Class A Liquor License for SP Ramen 24 Inc. d/b/a Sanjo Ramen.

Ordinance No. 2025-73 - Lot 5 of the Clove Development

Motion to pass Ordinance No. 2025-73 approving an Easement Agreement with IMKD 5 LLC, BGA Residential, LLC for a building encroachment onto Lot 5 of the Clove Development.

Ordinance No. 2025-74 - First Watch Restaurant Development

Motion to pass Ordinance No. 2025-74 authorizing a Development Improvement Agreement with IMKD 5, LLC for the First Watch Restaurant Development.

Ordinance No. 2025-75 - Fire Station 25

Motion to pass Ordinance No. 2025-75 authorizing execution of a contract with Digicom Installations, Inc. for station alerting equipment and installation at Fire Station 25, 505 W. Dundee Road, Buffalo Grove, IL.

Ordinance No. 2025-76 - Saint Mary Parish

Motion to pass Ordinance No. 2025-76 approving the Plat of Easement at Saint Mary Parish.

Resolution No. 2025-19 - Dundee Road (62F86) Project

Motion to pass Resolution No. 2025-19 authorizing an Agreement with the Illinois Department of Transportation for the Dundee Road (62F86) Project.

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

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2025-77 – FIRE STATION 25

Moved by Richards, seconded by Cesario, to pass Ordinance No. 2025-77 authorizing the Village President to execute an Amendment to the Contract with Fredrick Quinn Corporation establishing a guaranteed maximum price of \$8,541,461.00 for the new Station 25 located at 505 W. Dundee Road, Buffalo Grove, IL.

Chief Kane reviewed the proposed ordinance, details of which are contained in his memo of June 16, 2025, to Mr. Bragg, after which he answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

ORDINANCE NO. 2025-78 – COLLECTIVE BARGAINING

Moved by Bocek, seconded by Johnson, to pass Ordinance No. 2025-78 approving a Collective Bargaining Agreement, Side Letter of Agreement, and a Memorandum of Understanding (MOU) between the Village of Buffalo Grove and the Buffalo Grove Professional Firefighter/Paramedic Association Local, 3177, IAFF, AFL-CIO, CLC.

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

President Smith asked the Chief to take a message back to his team that the Board respects and appreciates our firefighters and paramedics, and a thank you to the union and the rank and file for a very amicable, respectful negotiation that has resulted in a long-term contract.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

RESOLUTION NO. 2025-20 - 2025 PAY RANGES

Moved by Weidenfeld, seconded by Ottenheimer, to pass Resolution No 2025-20, approving the revised 2025 Pay Ranges for the Village of Buffalo Grove employees.

Ms. Golbach reviewed the proposed ordinance, details of which are contained in the Agenda Item Summary that she prepared, after which she answered questions from the Board.

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

PUBLIC COMMENT

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

ADJOURNMENT

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

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

NAYS: 0 – None

Motion declared carried.

The meeting was adjourned at 7:42 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 21st DAY OF July 2025

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 21, 2025

AGENDA ITEM 3.a.

Approval of Warrant #1383

Contacts

Liaison: Trustee Cesario

Staff: Chris Black

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve Warrant #1383 in the amount of \$8,293,231.32

Summary

Warrant #1383 in the amount of \$8,293,231.32

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. Summary Warrant 1383



VILLAGE OF BUFFALO GROVE WARRANT #1383
21-Jul-25

General Fund:	1,661,469.38
Parking Lot Fund:	343.55
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	4,010.62
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	697,459.50
Capital Projects-Facilities:	273,115.32
Capital Projects-Vehicles/Equipment:	154,461.00
Capital Projects-Streets:	1,317,635.34
Retiree Health Savings (RHS):	0.00
Water Fund:	1,237,866.37
Buffalo Grove Golf Fund:	77,190.23
Arboretum Golf Fund:	128,366.92
Refuse Service Fund:	76,856.00
Information Technology Internal Service Fund:	109,847.69
Central Garage Internal Service Fund:	103,203.21
Building Maintenance Internal Service Fund:	89,910.49
	<u>5,931,735.62</u>
PAYROLL PERIOD ENDING 06/15/2025	1,181,988.89
PAYROLL PERIOD ENDING 06/29/2025	1,179,506.81
PAYROLL PERIOD ENDING 07/13/2025	<u>1,191,415.79</u>
	<u>3,552,911.49</u>
TOTAL WARRANT #1383	<u><u>8,293,231.32</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: July 21, 2025

AGENDA ITEM 5.a.

Swearing in of new Firefighters

Contacts

Liaison: Trustee Richards

Staff: Lawrence Kane

Staff Recommendation

Staff recommends presentation.

Recommended Motion

Staff recommends presentation.

Summary

The Board of Police and Fire Commissioners will swear in the new members of the Buffalo Grove Fire Department.

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

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: July 21, 2025

AGENDA ITEM 8.a. R-2025-21

Resolution Adopting an Intergovernmental Agreement with the Joint Emergency Management System (JEMS)

Contacts

Liaison: Trustee Richards

Staff: Dane Bragg

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an intergovernmental agreement establishing the Village of Buffalo Grove's continued participation in the Joint Emergency Management System (JEMS).

Summary

Background

The Village of Buffalo Grove was a founding member in establishing the Joint Emergency Management System (JEMS), which serves the entire Northwest Central Dispatch System (NWCDS) territory and a population exceeding 500,000. Originally conceived as an extension of NWCDS, the agency's activities and functions have progressed to a standalone entity which necessitates the updating of the agency's IGA. The proposed agreement does not change the participation requirements or costs for Buffalo Grove to remain a member and will take effect on January 1, 2026. At that time, the Village of Prospect Heights will also join JEMS as the final NWCDS member to become a part of the agency.

Analysis

JEMS provides high-level and critical emergency management planning, training, resource coordination, disaster response and regulatory compliance services to the Village. As Buffalo Grove's corporate boundaries cover two counties, JEMS ensures that all of the Village's FEMA-mandated emergency plans are consistent with the requirements of the emergency management agencies of both counties.

Next Steps

Once approved, the Village Manager will execute the IGA and it will be filed with the Executive Director of JEMS.

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services

Goal

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

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. DRAFT Resolution JEMS IGA
2. JEMS Memo Cover for IGA
3. 2025 JEMS IGA





RESOLUTION 2025-xx

A RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BUFFALO GROVE AND THE JOINT EMERGENCY MANAGEMENT SYSTEM

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

WHEREAS the Joint Emergency Management System is an intergovernmental agency organized pursuant to the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5ILCS220/1 et seq.) and the Emergency Management Act (20ILCS3305/1 et seq.); and

WHEREAS the Village of Buffalo Grove is a founding member of the Joint Emergency Management System and wishes to continue its partnership in cooperation with other municipalities in the northwest suburban Chicagoland area.

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 attached intergovernmental agreement is hereby adopted and the Village Manager is hereby directed to execute the agreement by and on behalf of the Village of Buffalo Grove.

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

Northwest Central Joint Emergency Management System

Arlington Heights, Barrington, Buffalo Grove, Elk Grove Village, Hoffman Estates,
Inverness, Mount Prospect, Palatine, Rolling Meadows, Schaumburg,
Streamwood, Wheeling
1975 East Davis Street, Arlington Heights IL 60005
(847) 590-3459, Fax (847) 398-2498



Date: 2025-04-09

To: JEMS Board of Directors

Memo: Updated JEMS IGA

Attached please find the updated Joint Emergency Management System (JEMS) Intergovernmental Agreement (IGA). The purpose of this update is to amend the governance structure and provide greater organizational flexibility. The original agreement aligned the JEMS membership framework with Northwest Central Dispatch System (NWCDS) operations. The structure commingled administrative oversight, finances, and did not clearly distinguish the organizational identity of JEMS from NWCDS. The revised IGA clarifies and formalizes JEMS as intergovernmental agency, formed under the authority of Illinois Intergovernmental Cooperation Act and the Illinois Emergency Management Agency Act, which will be directly governed by the participating municipalities.

One of the differences between the two agreements is the shift in governance and autonomy. Under the original Subscription Agreement, JEMS was treated as a program of NWCDS, subject to NWCDS Board decisions and administrative structure. In contrast, the updated IGA establishes JEMS with its own Board of Directors, composed of appointed officials from each participating municipality, with voting rights and authority defined by collectively adopted bylaws. This structure ensures that the participating municipalities have direct oversight over the program, decision-making is streamlined, and the emergency management functions are distinct from 9-1-1 dispatch or communications systems.

Additionally, the new agreement enhances flexibility and long-term sustainability by explicitly granting JEMS the authority to enter into agreement, contracts, hire staff, and manage its own budget and services. This provides a simplified and clearer foundation for the entity to perform the regional preparedness, planning, and response efforts. It also opens the door for future interagency partnerships, grants, or expansion without requiring structural changes to NWCDS or creating interdependency issues.

The revised agreement strengthens the financial processes, foundation, function, and accountability of JEMS while preserving the benefits of regional collaboration established in the original subscriber agreement. It reflects the best practices in intergovernmental cooperation and leaves JEMS open for growth in emergency management across the participating communities.

JOINT EMERGENCY MANAGEMENT SYSTEM (JEMS) INTERGOVERNMENTAL AGREEMENT

The undersigned Participating Municipalities agree, pursuant to the Constitution of the State of Illinois, 1970, Article VII, Section 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and the Emergency Management Act (20 ILCS 3305/1 et seq.) as follows:

Recitals

WHEREAS, the Participating Municipalities, as defined herein, each have emergency management responsibilities, including preparedness, mitigation, response, and recovery efforts and programs, which can be enhanced through regional collaboration; and

WHEREAS, the Participating Municipalities seek to enhance regional emergency management capabilities by establishing a Joint Emergency Management System (JEMS) that will serve as a collaborative entity to coordinate emergency preparedness, mitigation, response, and recovery efforts and programs.

WHEREAS, JEMS will provide coordinated emergency management planning, training, resource and response support for the Participating Municipalities in accordance with federal, state, and local laws and guidelines.

Agreement

1. Participating Municipalities

The Participating Municipalities of this IGA are: Arlington Heights, Barrington, Buffalo Grove, Elk Grove Village, Hoffman Estates, Inverness, Mount Prospect, Palatine, Prospect Heights, Rolling Meadows, Schaumburg, Streamwood, and Wheeling. Additional municipalities may join JEMS if invited by the JEMS Board of Directors pursuant to the procedures outlined in the JEMS Bylaws, by adopting this Agreement.

2. Formation and Purpose

The Participating Municipalities share a common interest in combining resources for regional emergency management, building community-wide emergency management capabilities, and providing emergency management training, and hereby form the Joint Emergency Management System ("JEMS"), an intergovernmental agency, to coordinate their common interests and share costs and expenses related to those common interests.

3. Effective Date

This IGA will go into effect on January 1, 2026.

4. Governance and JEMS Bylaws

A. JEMS shall be governed by a Board of Directors ("JEMS Board"), whose powers

and responsibilities will be enumerated in JEMS Bylaws.

- B. Each Participating Municipality expressly agrees to appoint its chief appointed official to the JEMS Board.
- C. The Participating Municipalities agree that, within sixty (60) days of the Effective Date of this IGA, the JEMS Board will adopt Bylaws governing JEMS and its Board ("JEMS Bylaws").
- D. Each Participating Municipality will have one vote on the JEMS Board, subject to revision by the JEMS Bylaws.
- E. The Participating Municipalities agree that the JEMS Bylaws will create JEMS Board Officers, including a Chair, Vice Chair, Secretary and Treasurer.
- F. The Participating Municipalities agree to abide by the JEMS Bylaws for the duration of this IGA.
- G. It is the intention of the Participating Municipalities that the JEMS Board has the authority to enter into contracts and hire, supervise, discipline, and otherwise control employees of JEMS.

5. Invoicing and Payment

- A. Each Participating Municipality agrees to pay all fees and other costs as may be assessed by the JEMS Board. All payments shall be made on or before the due date set by the JEMS Board.
- B. Each Participating Municipality understands and agrees that non-payment of fees and other costs is a material breach of this IGA and is grounds for withholding the services provided by JEMS.

6. Duty to Cooperate

The Parties understand that this IGA is an intergovernmental agreement. Accordingly, all Participating Municipalities agree to cooperate in all respects in the provision and receipt of services hereunder, including but not limited to the management of JEMS, the record keeping requirements of JEMS, the staffing of JEMS, and the costs and payment obligations of JEMS.

7. Notices

All notices required to be given under this IGA shall be given by hand delivery, First Class U.S. Mail or national overnight courier to the addresses below:

If to the JEMS Board:

Director
Northwest Central Joint Emergency Management System
1975 East Davis Street

Arlington Heights IL 60005

If to a Participating Municipality: *Addresses listed below.*

8. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Illinois. Jurisdiction over the parties and the venue for all disputes under this IGA or the JEMS Bylaws shall be in the Circuit Court of Cook County, Illinois.

9. Amendments and Waivers

Except for a duly adopted amendment to the JEMS Bylaws, this IGA may not be amended, modified or waived in any respect except by written agreement duly and validly authorized, executed and delivered by all of the Parties hereto.

10. Authority of Signatories

The individual signing on behalf of the Participating Municipality warrants that he/she/they have all due authority to execute this IGA and that Participating Municipality's governing board has taken all necessary steps to so authorize this IGA.

11. Severability

The many terms and provisions of this IGA are severable. Should any court of competent jurisdiction for any reason declare any portion of this IGA unenforceable, those provisions remaining shall continue in full force and effect for the full term as provided herein.

12. Counterparts

This IGA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same IGA. Executed facsimile and electronic copies shall have the same force and effect as the original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Participating Municipalities have each caused this Agreement to be executed by duly authorized officers thereof as of the date and year written below.

Village of Arlington Heights

By Its:

Date:

Address:

Village of Elk Grove Village

By Its:

Date:

Address:

Village of Barrington

By Its:

Date:

Address:

Village of Hoffman Estates

By Its:

Date:

Address:

Village of Buffalo Grove

By Its:

Date:

Address:

Village of Inverness

By Its:

Date:

Address:

Village of Mount Prospect

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Date:

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Village of Palatine

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Date:

Address:

City of Prospect Heights

By Its:

Date:

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City of Rolling Meadows

By Its:

Date:

Address:

Village of Schaumburg

By Its:

Date:

Address:

Village of Streamwood

By Its:

Date:

Address:

Village of Wheeling

By Its:

Date:

Address:



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 21, 2025

AGENDA ITEM 8.b. O-2025-79

Ordinance Authorizing the Certificate of Initial Acceptance for Tesla

Contacts

Liaison: Trustee Weidenfeld

Staff: Briget Schwab

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the execution of the Certificate of Initial Acceptance for Tesla.

Summary

The Developer of Tesla, located at 915 Dundee Road, has completed the required improvements, and is recommended to be moved to the one-year maintenance period beginning July 21, 2025. Tesla includes a private building, a parking lot and the associated infrastructure. Staff recommends approval of the Certificate of Initial Acceptance for Tesla.

Strategic Alignment

Guiding Principle

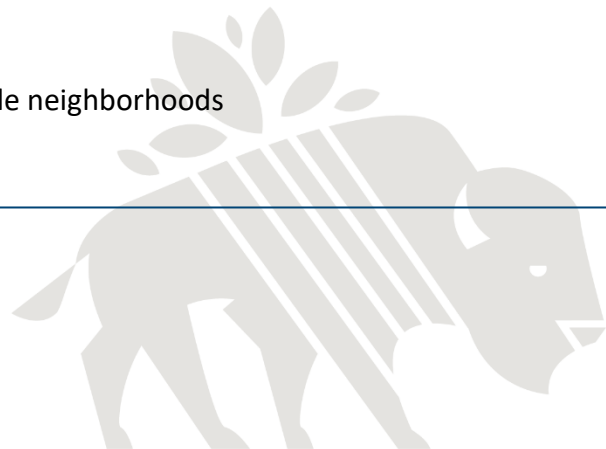
Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Certificate of Initial Acceptance - Tesla
2. Draft Ordinance - Tesla CIA 7-21-25



VILLAGE OF BUFFALO GROVE
CERTIFICATE OF INITIAL ACCEPTANCE AND APPROVAL

SUBMIT COMPLETED FORM ALONG WITH ONE MYLAR SET OF "AS-BUILT" PLANS. **ALL INFORMATION MUST BE TYPED.**

SUBDIVISION: Bison Crossing

DEVELOPER: SDG Dundee LLC

UNIT NO. Lot 1 – Tesla

LOCATION: 915 Dundee Rd. Buffalo Grove, IL 60089

Dedicated Public Right of Way (if any): _____

Description of Public Improvements: Sidewalk, roadway medians, parkway restoration, sanitary/storm sewer & water main modifications

Description of Private Improvements: Buildings, parking lot & entrance improvements, private roads, and stormwater management infrastructure.

One-Year Maintenance Guarantee: Letter of Credit

DESIGN ENGINEER'S CERTIFICATION

To the best of my knowledge and belief, the construction of the improvements described above have been completed in accordance with the approved plans and specifications, and items indicated on the Final Punch List dated: June 24, 2025 which was prepared by the Village of Buffalo Grove.

Engineer's Signature & Seal



OWNER'S/DEVELOPER'S CERTIFICATION

All improvements including soil erosion and sediment control measures have been completed and are hereby presented for initial Acceptance and Conveyance to the Village of Buffalo Grove. I also herewith acknowledge my responsibility to provide a one-year Guarantee to cover workmanship, materials, and maintenance for all improvements referred to herein.

The undersigned Owner does hereby convey and deliver to the Village of Buffalo Grove the foregoing listed public improvements and does hereby covenant that said improvements are free of all encumbrances and does hereby warrant and will defend the same against the claims and demands of all persons.

Owner's Signature

Owner's Name

Company Name

MUNICIPAL INSPECTOR'S CERTIFICATION

I/we hereby certify that I/we have regularly inspected the above described unit(s) of the above described Subdivision during the progress of construction and to the best of my/our knowledge; the work has been completed in conformance with the approved plans and specifications.

Municipal Inspector

Date

VILLAGE ENGINEER'S CERTIFICATION

I hereby certify that the Division of Engineering Services has reviewed the above described unit(s) of the above described Subdivision and find them in conformance with the applicable Village ordinances, codes, and agreements.

Village Engineer

Date

PUBLIC WORK'S CERTIFICATION

I hereby certify that the Department of Public Works has inspected all public improvements described above and find them in proper condition for acceptance for maintenance by this Department.

Director of Public Works

Date

VILLAGE MANAGER'S CERTIFICATION

I hereby certify that all applicable Village ordinances, codes, and special agreements have been complied with by the Owner of the above described Subdivision.

Village Manager

Date

ACCEPTANCE OF PUBLIC IMPROVEMENTS

The Village of Buffalo Grove does hereby approve and accept for ownership the above described public improvements subject to the one-year Guarantee by the Developer covering all materials, workmanship, and maintenance.

Village Board of Trustees Action: _____

Date

Page No.

Village President

Date



ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING EXECUTION OF THE CERTIFICATE OF INITIAL ACCEPTANCE FOR TESLA

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

WHEREAS the Village seeks to execute a Certificate of Initial Acceptance with SDG Dundee LLC. for Tesla located at 915 Dundee Road in the Village of Buffalo Grove,

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

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

SECTION 2. The Village President is authorized to execute a Certificate of Initial Acceptance with SDG Dundee LLC. for Tesla located at 915 Dundee Road in the Village of Buffalo Grove,

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

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

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 21, 2025

AGENDA ITEM 8.c. O-2025-80

Ordinance Authorizing the Certificate of Initial Acceptance for The Clove

Contacts

Liaison: Trustee Weidenfeld

Staff: Briget Schwab

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the execution of the Certificate of Initial Acceptance for The Clove.

Summary

The Developer of the Clove, located at 250 McHenry Rd., has completed the required improvements, and is recommended to be moved to the one-year maintenance period beginning July 21, 2025. The Clove development includes a residential and retail building, multiple commercial buildings, parking lots and the associated infrastructure. Staff recommends approval of the Certificate of Initial Acceptance for The Clove.

Strategic Alignment

Guiding Principle

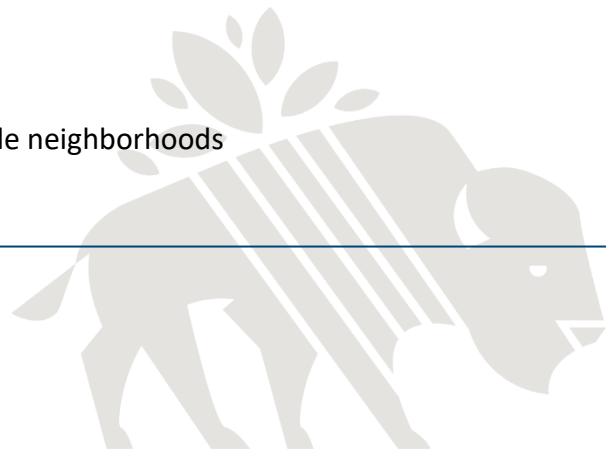
Principle 3: Plan and Invest in the Future

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Certificate of Initial Acceptance - Clove
2. Draft Ordinance - Clove CIA 7-21-25



VILLAGE OF BUFFALO GROVE
CERTIFICATE OF INITIAL ACCEPTANCE AND APPROVAL

SUBMIT COMPLETED FORM ALONG WITH ONE MYLAR SET OF "AS-BUILT" PLANS. **ALL INFORMATION MUST BE TYPED.**

SUBDIVISION: The Clove

DEVELOPER: IMKD 5, LLC and BGA Residential, LLC.

UNIT NO. Lots 1 – 11

LOCATION: 250 McHenry Buffalo Grove, IL 60089

Dedicated Public Right of Way (if any): _____

Description of Public Improvements: Sidewalk, parkway restoration, sanitary/storm sewer & water main modifications

Description of Private Improvements: Buildings, parking lot & entrance improvements, private roads, and stormwater management infrastructure.

One-Year Maintenance Guarantee: Letter of Credit

DESIGN ENGINEER'S CERTIFICATION

To the best of my knowledge and belief, the construction of the improvements described above have been completed in accordance with the approved plans and specifications, and items indicated on the Final Punch List dated: June 24, 2025 which was prepared by the Village of Buffalo Grove.

Engineer's Signature & Seal



OWNER'S/DEVELOPER'S CERTIFICATION

All improvements including soil erosion and sediment control measures have been completed and are hereby presented for initial Acceptance and Conveyance to the Village of Buffalo Grove. I also herewith acknowledge my responsibility to provide a one-year Guarantee to cover workmanship, materials, and maintenance for all improvements referred to herein.

The undersigned Owner does hereby convey and deliver to the Village of Buffalo Grove the foregoing listed public improvements and does hereby covenant that said improvements are free of all encumbrances and does hereby warrant and will defend the same against the claims and demands of all persons.

Owner's Signature

Owner's Name

Company Name

MUNICIPAL INSPECTOR'S CERTIFICATION

I/we hereby certify that I/we have regularly inspected the above described unit(s) of the above described Subdivision during the progress of construction and to the best of my/our knowledge; the work has been completed in conformance with the approved plans and specifications.

Municipal Inspector

Date

VILLAGE ENGINEER'S CERTIFICATION

I hereby certify that the Division of Engineering Services has reviewed the above described unit(s) of the above described Subdivision and find them in conformance with the applicable Village ordinances, codes, and agreements.

Village Engineer

Date

PUBLIC WORK'S CERTIFICATION

I hereby certify that the Department of Public Works has inspected all public improvements described above and find them in proper condition for acceptance for maintenance by this Department.

Director of Public Works

Date

VILLAGE MANAGER'S CERTIFICATION

I hereby certify that all applicable Village ordinances, codes, and special agreements have been complied with by the Owner of the above described Subdivision.

Village Manager

Date

ACCEPTANCE OF PUBLIC IMPROVEMENTS

The Village of Buffalo Grove does hereby approve and accept for ownership the above described public improvements subject to the one-year Guarantee by the Developer covering all materials, workmanship, and maintenance.

Village Board of Trustees Action: _____

Date

Page No.

Village President

Date



ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING EXECUTION OF THE CERTIFICATE OF INITIAL ACCEPTANCE FOR THE CLOVE

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

WHEREAS the Village seeks to execute a Certificate of Initial Acceptance with IMKD 5, LLC and BGA Residential, LLC. for The Clove located at 250 McHenry Road (Lot 7) and surrounding Lots 1-11 in the Village of Buffalo Grove,

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

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

SECTION 2. The Village President is authorized to execute a Certificate of Initial Acceptance with IMKD 5, LLC and BGA Residential, LLC. for The Clove located at 250 McHenry Road (Lot 7) and surrounding Lots 1-11 in the Village of Buffalo Grove,

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

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

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 21, 2025

AGENDA ITEM 8.d. O-2025-81

Ordinance Authorizing a Development Improvement Agreement with The Malnati Organization, LLC for the Lou Malnati's Patio Addition

Contacts

Liaison: Trustee Weidenfeld

Staff: Briget Schwab

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the Development Improvement Agreement with The Malnati Organization, LLC for the Lou Malnati's Patio Addition, subject to review and approval by the Village Attorney and Village Engineer.

Summary

Recommendation

Staff recommends the Village Board's approval of the DIA subject to review and approval by the Village Attorney once all information has been received. Engineering and legal staff at the Village are currently working with Lou Malnati's and their consultants to finalize all documentation necessary to approve the DIA.

Background

The Malnati Organization, LLC is proposing developing a patio addition on the North side of the lot in order to expand their restaurant and update a flagship store.

The Development Improvement Agreement, or DIA, is an agreement between the Developer and the Village and identifies the items to be constructed by the developer on the project site. Typical items include stormwater management, parking lots, and all of the utilities such as water main, and sanitary sewer. With this agreement, the developer agrees to provide security as required in the Village Code until the developer completes the required items. The amount of site work on the property will be minimal as the lot is currently prepared for a new patio to be constructed on the vacant landscaped areas on the North side of the lot.

Strategic Alignment

Guiding Principle

Principle 7: Builds Our Community

Goal

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

File Attachments

1. DRAFT DIA Ordinance - Lou Malnatis 7-21-25
2. DIA_LouMalnatis_Complete





ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING A DEVELOPMENT IMPROVEMENT AGREEMENT WITH THE MALNATI ORGANIZATION, LLC, FOR THE NEW OUTDOOR DINING PATIO

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

WHEREAS the Village seeks to enter into a Development Improvement Agreement (DIA) with The Malnati Organization, LLC, (“Developer”) for site improvements associated with the Outdoor Dining Patio.

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

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

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

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

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

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

85 S. Buffalo Grove Rd. – Lou Malnati’s Outdoor Dining Patio

DEVELOPMENT IMPROVEMENT AGREEMENT

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

WITNESSETH:

WHEREAS, Developer desires to improve the real property described in Exhibit “A” attached hereto and made a part hereof (the “Property”), and in compliance with the Village's Development Ordinance, Developer has submitted to the Village certain (i) plans prepared by J. Condon & Associates, Inc., who are registered professional engineers (the “Site Plan”), which Plans were approved by the Village pursuant to Ordinance No. described in more detail in Exhibit “C” attached hereto and made a part hereof (the “Site Improvement Plans” and together with the Site Plan, the “Plans”); and,

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

NOW, THEREFORE, it is mutually agreed as follows:

1. Developer shall furnish, or cause to be furnished, at their own cost and expense, all the necessary material, labor, and equipment to complete the improvements listed on Exhibit "B" attached hereto, and all other site improvements not specifically set forth, which are required by applicable ordinances or agreements (collectively, the “Improvements”), all in a good and workmanlike manner and in accordance with all pertinent ordinances and regulations of the Village and in accordance with the Plans (including any subsequent revisions requested by the Developer and approved in writing by the Village pursuant to the Village's Development Ordinance). All utility lines and services to be installed in the street shall be installed prior to paving.

2. Attached hereto as Exhibit “D” is a complete cost estimate for the construction of the improvement described in Exhibit “B” hereto. No later than three (3) business days following the

execution of this Agreement and prior to the issuance of Village Permits, the Developer shall deposit a Letter of Credit acceptable to and in a form and substance approved by the Village in the original amount of Six Thousand Eight Hundred Twenty One and 00/100 Dollars (\$6,821.00), as further described in Paragraph 9 herein (the "Letter of Credit").

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

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

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

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

6. Subject to Force Majeure (as defined herein), Developer shall cause the Improvements to be completed within twenty-four (24) months following the date of this Agreement (except any

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

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

8. It is agreed that no occupancy permit shall be granted by any official for the construction of any structure until all required utility facilities set forth in the Plans (to include, but not by way of limitation, sanitary sewer, water and storm sewer systems) have been installed and made ready to service the Property; and that all parking lots or access drives (to include curbs) set forth in the Plans that provide access to the Property have been completely constructed, except for the designed surface course. It is understood and agreed that building permits may be granted for buildings on specific lots to which utility facilities have been installed and made ready for service and to which parking lots or access drives have been constructed as described above, notwithstanding the fact that all improvements within the Development may not be completed.

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

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

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

Until all required tests have been submitted and approved by the Village for each of the construction elements including, but not limited to, earthwork, street pavements, parking area pavements, sanitary sewers and water mains (as applicable), a minimum of that portion of the surety for each element shall be subject to complete retention. All Improvements are subject to a minimum fifteen (15%) percent retention until final acceptance by the Village.

D. In order to guarantee and warranty the obligations of Paragraph 7 herein, an amount equal to fifteen (15%) percent of the total amount of the Letter of Credit, or an amount equal to fifteen (15%) percent of the cost estimate of the individual Improvement(s) shall be retained in the Letter of Credit for a period of one-year beyond formal acceptance by the Village of the Improvement(s).

E. As a portion of the security amount specified in Paragraph 2, the Developer shall

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

F. In addition to the terms, covenants, and conditions of the Letter of Credit, the Developer hereby agrees that no reduction shall occur in the outstanding liability of the issuer there under, except on the written approval of the Village; however, in all events, the Village shall permit such Letter of Credit to expire, either by its terms, or by return of such Letter of Credit to the Developer, upon the expiration of one-(1) year from the acceptance of the Improvements referred to herein by the Village. To the extent that the provisions of Paragraph 9 herein, and of the Letter of Credit, permit the Village to

draw funds under such Letter of Credit, the Village hereby agrees to reduce the outstanding liability of the issuer of the Letter of Credit to the extent that funds are disbursed.

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

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

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

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

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

14. This Agreement shall automatically terminate and be of no further force and effect with respect to Developer or the Property upon the expiration of the one-year maintenance period, and upon such termination the parties hereto shall have no further obligations to the other, except for the Village's obligation to return the Letter of Credit and cash deposit to Developer or otherwise notify the issuer of the Letter of Credit of the expiration of the Letter of Credit. The period commencing on the date set forth in the preamble to this Agreement and expiring on the expiration of the one-year maintenance period is

referred to herein as the "Term".

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

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

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

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

VILLAGE OF BUFFALO GROVE, an Illinois Municipal Corporation

By _____
Village President

DEVELOPER:

The Malnati Organization, LLC
900 Busch Parkway
Buffalo Grove, IL 60089

By: _____
Name: _____
Title: _____

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION

KNOWN AS: **85 S. BUFFALO GROVE RD., BUFFALO GROVE, ILLINOIS**

PERMANENT INDEX NUMBER: 03-04-101-003-0000

AREA = 90,605 SQ. FT.

That part of the North West 1/4 of Section 4, Township 42 North, Range 11 East of the Third Principal Meridian, bounded by a line described as follows: Commencing at a point on the North line of said Section 4, said point being 961.90 feet East of the Northwest corner of said Section (as measured along the North line thereof); Thence South 34 degrees 30 minutes 00 seconds east along the center line of Buffalo Grove Road extended to the Northeasterly corner of Buffalo Grove Unit 1, a subdivision in the Northwest 1/4 of Section 4 aforesaid, said Northeasterly corner being a point of intersection of the Northerly right of way line of St. Mary's Parkway (as dedicated by said Subdivision) and the center line of Buffalo Grove Road, a distance of 175.00 feet to a point, hereinafter referred to as point "A"; thence continuing Southeasterly along said center line, a distance of 129.40 feet; Thence North 55 degrees 30 minutes 00 seconds east, a distance of 80.00 feet, to a point on the easterly right of way line of Buffalo Grove Road (as per right of way plat recorded March 1, 1979, as Document 24865307), for the point of beginning; Thence North 67 degrees 34 minutes 04 seconds east, a distance of 148.28 feet, to a point which is 335.40 feet southeasterly and 225.00 feet northeasterly of the place of commencement (as Measured along said center line at right angles thereto); Thence North 34 degrees 30 Minutes 00 seconds west along a line parallel with said center line, a distance of 81.27 feet, to a point on a line having a bearing of North 74 degrees 52 Minutes 32 Seconds East, a Distance of 238.51 feet from point "A"; Thence North 74 degrees 52 Minutes 32 Seconds East, a distance of 23.06 feet; Thence South 37 Degrees 48 Minutes 44 Seconds East, a Distance of 63.00 feet; Thence South 87 degrees 21 Minutes 17 Seconds East, a distance of 241.00 feet; Thence South 25 degrees 06 Minutes 04 Seconds East, a distance of 160.03 feet; Thence South 61 degrees 04 Minutes 37 Seconds East, a distance of 47.80 feet; Thence South 56 degrees 17 Minutes 33 Seconds West, a distance of 387.79 feet. To the easterly right of way line of Buffalo Grove Road, Thence Northwesterly along said Easterly right of way line for the following three courses: (1) North 34 degrees 30 minutes 00 seconds west, parallel with the aforescribed center line, a distance of 45.46 feet; (2) North 28 degrees 47 minutes 22 seconds west, a distance of 301.50 feet; and (3) North 34 degrees 30 minutes 00 seconds west, parallel with the aforescribed center line, a distance of 15.60 feet, to the point of beginning.

85 S. Buffalo Grove Rd. – Lou Malnati’s Outdoor Dining Patio

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT B

All improvements set forth and depicted in the Plans, both public and private, including earthwork and site grading, patio and corresponding improvements.

85 S. Buffalo Grove Rd. – Lou Malnati's Outdoor Dining Patio

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT C

Final Engineering and Landscaping Plans prepared by: J. Condon & Associates, Inc.

Entitled: Engineering Plans for Lou Malnati's Deck Expansion

Consisting of: 6 sheet(s), last revised 7/2/2025

(see following pages)

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7/2/2025 3:23:39 PM

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	Design Special Provisions	
	The Standard Specifications for Road and Bridge Construction prepared by the Department of Transportation of the State of Illinois (latest edition), Supplemental Specifications, the Standard Specifications for Water and Sewer Main Construction in Illinois (latest edition) and the Illinois Urban Manual (blue book) as published by the IEPA shall govern the construction of this project.	
A	In addition, the following special provisions supplement the said specifications, and in case of conflict with any part or parts of said specifications, these special provisions shall take precedence and shall govern.	
	It is the contractor's responsibility to obtain JCA's guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are detected in the field. The contractor shall assume all liability for the above should they not seek JCA's input.	
	1. Scope of Work	
	The proposed improvement consists of supplying all the necessary labor, material and equipment to satisfactorily construct and install all improvements according to the plans designated "LOU MALNATI'S DECK EXPANSION."	
	2. Construction Of Underground Utilities	
	A. Excavation: Where working conditions and right-of-way permit, pipe line trenches with sloping sides may be used.	
	The slopes shall not extend below the top of the pipe, and the trench excavations below this point shall be made with vertical sides with widths not exceeding those specified herein for the various sizes of pipe.	
	Open-cut trenches shall be sheeted and braced as required by the governing state, federal laws and municipal ordinances, and as may be necessary to protect life, property or the work.	
B	Where firm foundation is not encountered at the grade established, due to unsuitable soil, all such unsuitable material shall be removed and replaced with approved compacted granular material.	
	B. Removal of Water: Contractors shall, at all times during construction, provide and maintain ample means and devices with which to remove and properly dispose of all water entering the excavations. No sanitary sewer shall be used for disposal of trench water, unless specifically approved by the Village Engineer and then only if the trench water does not ultimately arrive at existing pumping or sewage treatment facilities.	
	C. Restoration of Drainage: As soon as possible after backfilling the trench, all ditching, grading and shaping necessary to restore the original drainage in the area of work shall be performed. Culverts removed during the course of the work shall be replaced as soon as practical after backfilling is complete.	
	D. Utilities: The contractor shall notify all utilities prior to the installation of any pipelines. Where conflicts exists between underground utilities and the proposed underground pipeline requiring a revision to the plans, such construction shall not be undertaken until such changes are approved by the Village Engineer in writing.	
C	3. Inspection	
	All improvements shall be subject to inspection by a duly authorized and qualified Owner's Representative both during the course of construction and after construction is complete. The Owner's Representative shall have authority over materials of construction, methods of construction and workmanship to ensure compliance with working drawings and specifications. The contractor shall provide for reasonable tests and proof of quality of materials as requested by the inspector. Upon due cause, which shall include weather conditions, workmanship or non-adherence to the approved plans and specifications, the inspector shall have the authority to stop construction	
	4. Topsoil Placement	
	The contractor shall place topsoil to a minimum depth of 6 inches over all unpaved disturbed areas ready for landscaping. The surface of the topsoil shall be free from clods, stones, sticks and debris. Placement shall include spreading, cultivating, lightly compacting, dragging and grading. Topsoil, when placed, shall be dry enough so as not to puddle or bond. Topsoil shall not be placed when the subgrade is frozen, excessively wet, or in any other condition detrimental to proper grading. Remove all foreign matter and soil clods larger than 1" in diameter. If undesirable vegetation is present prior to seeding, the topsoil shall be disked until all vegetation has been removed	
D	5. Seeding	
	All disturbed unpaved areas shall be seeded with Kentucky Bluegrass mixture or with another mixture approved by the owner's representative. All seeded areas shall be covered with the specified erosion control matting. All seeded areas shall have an adequate growth of grass before work is accepted. All seeded areas shall be stabilized within 24 hours after seeding operations have been completed. The owner's representative shall approve the seed bed prior to sowing any seeds. Prior to starting seed work, contractor shall submit the name of seed supplier for the project and labels from the bags. The seed shall be sown with a machine that mechanically places the seed in direct contact with the soil, packs, and covers the seed in one continuous operation. Broadcasting will be allowed as approved by owner's representative in inaccessible areas where the use of the equipment specified is physically impossible. Adequate growth will be defined as root depth into topsoil a minimum of 2" and dense, green, consistent turf void of any bare or patchy areas of more than 9 square inches. The contractor shall maintain the turf grass until final acceptance. Maintenance to include grade repair, reseeding, mowing, insect & weed control, trimming & edging. Each mowing shall occur when the grass has reached a height of 4 inches. Mow to a height of 3 inches, turf shall be mowed so as not to remove more than 1/3 of the total height. The cost of such maintenance shall be included in the turf grass installation cost. All seeded areas shall have an adequate growth of grass before work is accepted.	
E		

	3	4
	6. Traffic Control	
	The contractor shall obtain, erect, maintain and remove all signs, barricades, flagman, and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the municipal inspector and in accordance with the applicable parts of Article 701 of the Standard Specifications for Road and Bridge Construction. All traffic protection will be considered incidental to the contract.	
	7. Engineer's Responsibility	
	The engineer shall be responsible for the following:	
	A. Upon request, to visit the construction site in order to better carry out the duties and responsibilities assigned by the Owner and undertaken by the engineer;	
	B. The engineer shall not, during such visits or as a result of such observations of the contractor's work in progress, supervise, direct, have control over the contractor's work, nor shall the engineer have the authority over the responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the contractor for safety precautions and programs incidental to the work of the contractor, or for any failure of the contractor to comply with the laws, rules, regulations, ordinances, codes or orders applicable to the contractor furnishing and performing his work. Accordingly, the engineer can neither guarantee the performance of the construction contracts by the contractor nor assume responsibility for the contractor's failure to furnish and perform his work in accordance with the contract documents.	
	8. Construction Drawings/Contractor's Responsibility	
	No construction plans shall be used for construction unless specifically marked "For Construction." Prior to commencement of construction, the contractor shall verify all dimensions and conditions affecting their work with the actual conditions at the job site. In addition, the contractor must verify the engineer's line and grade stakes. If there are any discrepancies from what is shown on the construction plans, he must immediately report same to the engineer before doing any work, otherwise, the contractor assumes full responsibility. In the event of disagreement between the construction plans, Standard Specifications and/or special details, the contractor shall secure written instructions from the engineer prior to proceeding with any part of the work effected by omissions or discrepancies. Failing to secure such instructions, the contractor will be considered to have proceeded at his own risk and expense. In the event of any doubt or question arising with respect to specifications, the decision of the engineer shall be final and conclusive.	
	9. Indemnification	
	The contractor shall indemnify and hold harmless the Owner and J. Condon & Associates, Inc. from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the contractor's work. In any and all claims against the owner or J. Condon & Associates, Inc., by any employee of the contractor, or anyone directly or indirectly employed by the contractor, or anyone for whose acts the contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable by or for the contractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.	
	10. Preconstruction Conference	
	A preconstruction conference for representatives of the developer, municipality and contractor will be held before the contractor proceeds with construction, at a time and place convenient for all parties, for review of the contractor's construction schedules, to establish procedures for handling shop drawing and other submittals and to establish a working understanding among the parties to the contract work.	
	11. Project Quantities	
	Upon request, the quantities given by the engineer are intended as a guide for the contractor in determining the scope of the completed project. It is the contractor's responsibility to determine all material quantities and appraise himself of all site conditions. The contract price submitted by the contractor shall be considered as lump sum for the completed project. No claims for extra work will be recognized unless ordered in writing by the Owner.	
	12. Insurance Requirements	
	The contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Department and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Department will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rate A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated in this Article or elsewhere, the Department does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.	
	A. Worker's Compensation and Employer's Liability	
	Workers compensation shall be provided according to the provisions of Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.	

	5	6
	Employers Liability.	
	a. Each Accident	\$500,000
	b. Disease-policy limit	\$500,000
	c. Disease-each employee	\$500,000
	B. Commercial General Liability	
	Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operation of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.	
	General Aggregate Limit	\$2,000,000
	Products-Completed Operations Aggregate Limit	\$2,000,000
	Each Occurrence Limit	\$1,000,000
	The coverage shall provide by an endorsement in the appropriate manner and form, the Department, it's officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The Department may accept a separate owner's protective liability policy in lieu of the Department, it's officers, and employees being insureds on the Contractor's policies.	
	C. Commercial Automobile Liability	
	The policy shall cover owned, non-owned, and hired vehicles.	
	Bodily Injury & Property Damage	
	Liability Limit Each Occurrence	\$1,000,000
	D. Umbrella Liability	
	Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.	
	All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the contractor may be correcting, removing or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without 30 days prior written notice to the Department by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.	
	Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits, and endorsements shall be filed with the Department before the Department will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction". Any exception or deviation shall be brought to the attention of the Department for a ruling of acceptability. In no event shall any failure of the Department to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.	
	All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor shall, at his/her expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from his/her obligation to indemnify in excess of the coverage according to the contract.	
	13. Certificate of Insurance	
	The contractor shall not commence work until he has filed with the Owner's Representative a certificate of insurance showing complete coverage of all insurance required, signed by the insurance companies or their authorized agents. Each certificate shall provide that coverage shall not be terminated or reduced without 30 days advance written notice to the Owner's Representative. The contractor shall name the Owner & J. Condon & Associates, Inc. as additional insureds on the Comprehensive General Liability and Automobile Liability policies.	
	14. Erosion Control	
	It shall be the contractor's responsibility to properly control erosion on the job site through the use of siltation ponds, filter fabrics, etc. Any siltation of conduits, structures, or ditches shall be cleaned and maintained by the contractor until the seeding has taken hold. All washouts, gullies, etc. will be regraded and reseeded by the contractor as necessary or needed.	
	The contractor's responsibility for erosion control shall extend throughout the construction process. The contractor shall be responsible for clean-up of paved surfaces within and outside of the project.	
	All erosion control practices shall comply with the latest revision of the Illinois Urban Manual (Blue Book) as published by the IEPA.	
	1. CONCRETE SIDEWALK/PATIO SECTION N.T.S.	

BENCHMARKS
SITE BENCHMARK:
SET CROSS IN OLD CONCRETE LIGHT POST BASE
ELEV=668.02 NAVD88



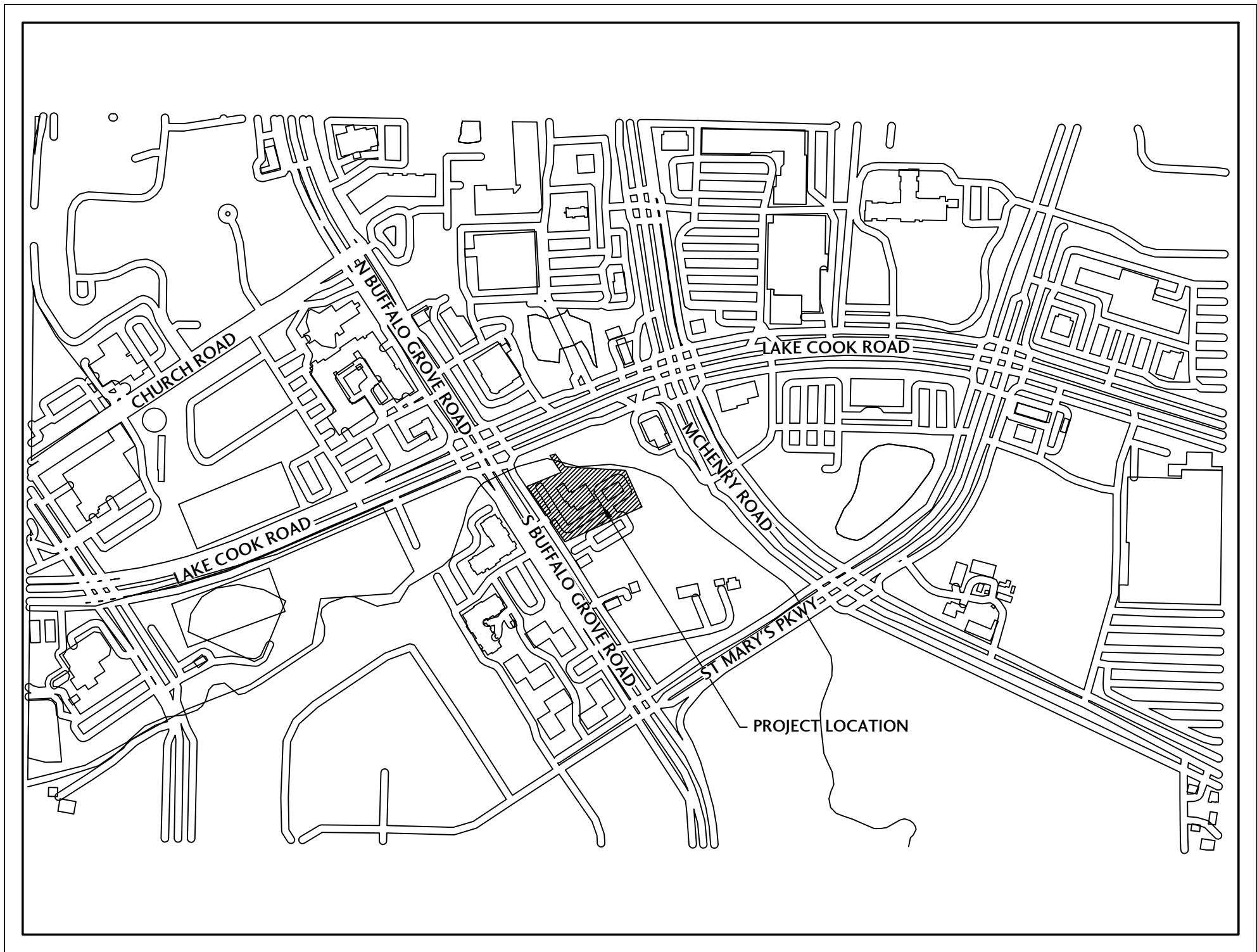
I HEREBY CERTIFY THAT THE PLANS WITH THE FIRM'S NAME LISTED BELOW WERE PREPARED UNDER MY DIRECT SUPERVISION. FURTHERMORE, THE PROPOSED PROJECT WILL NOT RESULT IN DRAINAGE, EROSION OR RUNOFF WHICH ADVERSELY IMPACTS ADJACENT PROPERTIES OR THE PUBLIC RIGHT-OF-WAY.
DATED AT RINGWOOD, ILLINOIS THIS 2ND DAY OF JULY, 2025
<i>Meghan A. Michel</i>
MEGHAN A. MICHEL, P. E., J. CONDON & ASSOCIATES, INC. ILLINOIS REG. PROF. ENGINEER No. 062-057170 EXPIRATION DATE 11-30-2025 ILLINOIS DEPT. OF PROF. REG. FIRM NUMBER: 184-006759 EXPIRATION DATE 4-30-2027

ENGINEERING PLANS FOR LOU MALNATI'S DECK EXPANSION

BUFFALO GROVE, ILLINOIS

PLANS PREPARED FOR:

MS. KELLY O'CONNOR
STUDIO 222 ARCHITECTS
901 W. JACKSON BLVD., SUITE 500
CHICAGO, IL 60607



Know what's below.
Call before you dig.

LOCATION MAP N.T.S.

OPERATES 24 Hours 365 Days	CALL JULIE 1-800-892-0123 WITH THE FOLLOWING: COUNTY LAKE & COOK CITY-TOWNSHIP VILLAGE OF BUFFALO GROVE SEC. & 1/4 SEC. NO. # NW 1/4 SEC 4, T42N, R11E 48 Hours Before You Dig. EXCLUDING SAT., SUN., & HOLIDAYS
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STUDIO 222
ARCHITECTS

222 S MORGAN ST, SUITE 4B, CHICAGO, IL 60607
PHONE: 312.850.4970, WEBSITE: S222ARCH.COM

J. CONDON & ASSOCIATES, INC.
CONSULTING ENGINEERS

85 S. BUFFALO GROVE ROAD
BUFFALO GROVE, IL 60089

PERMIT	07.02.25

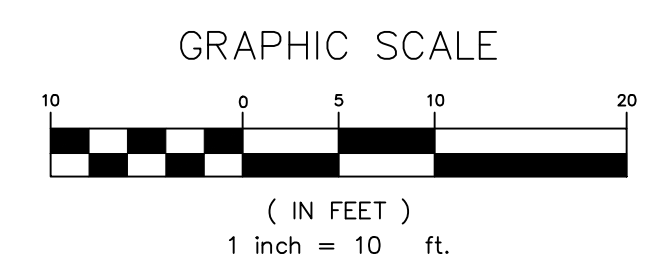
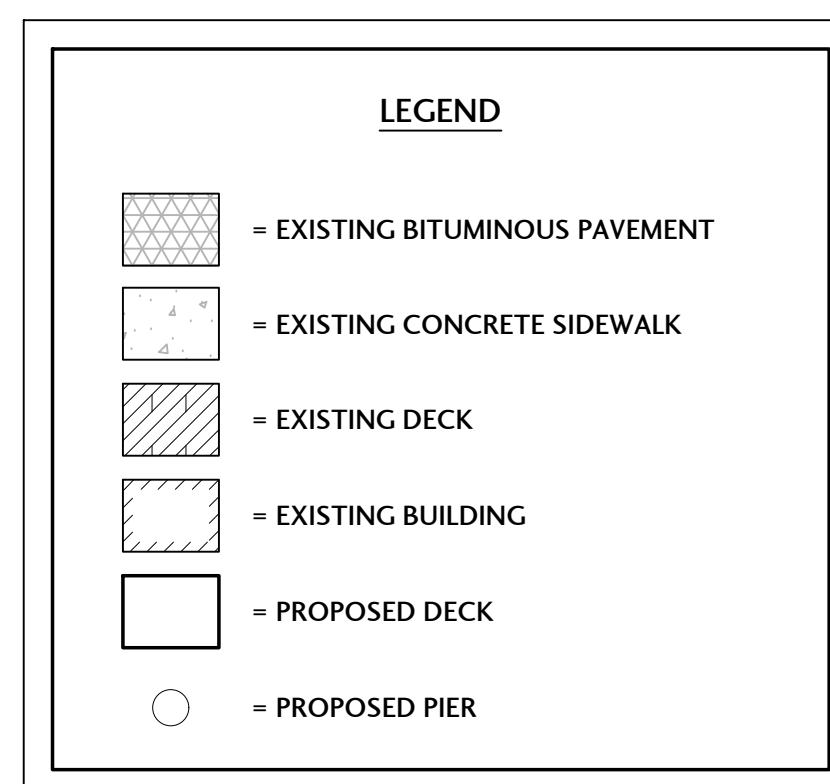
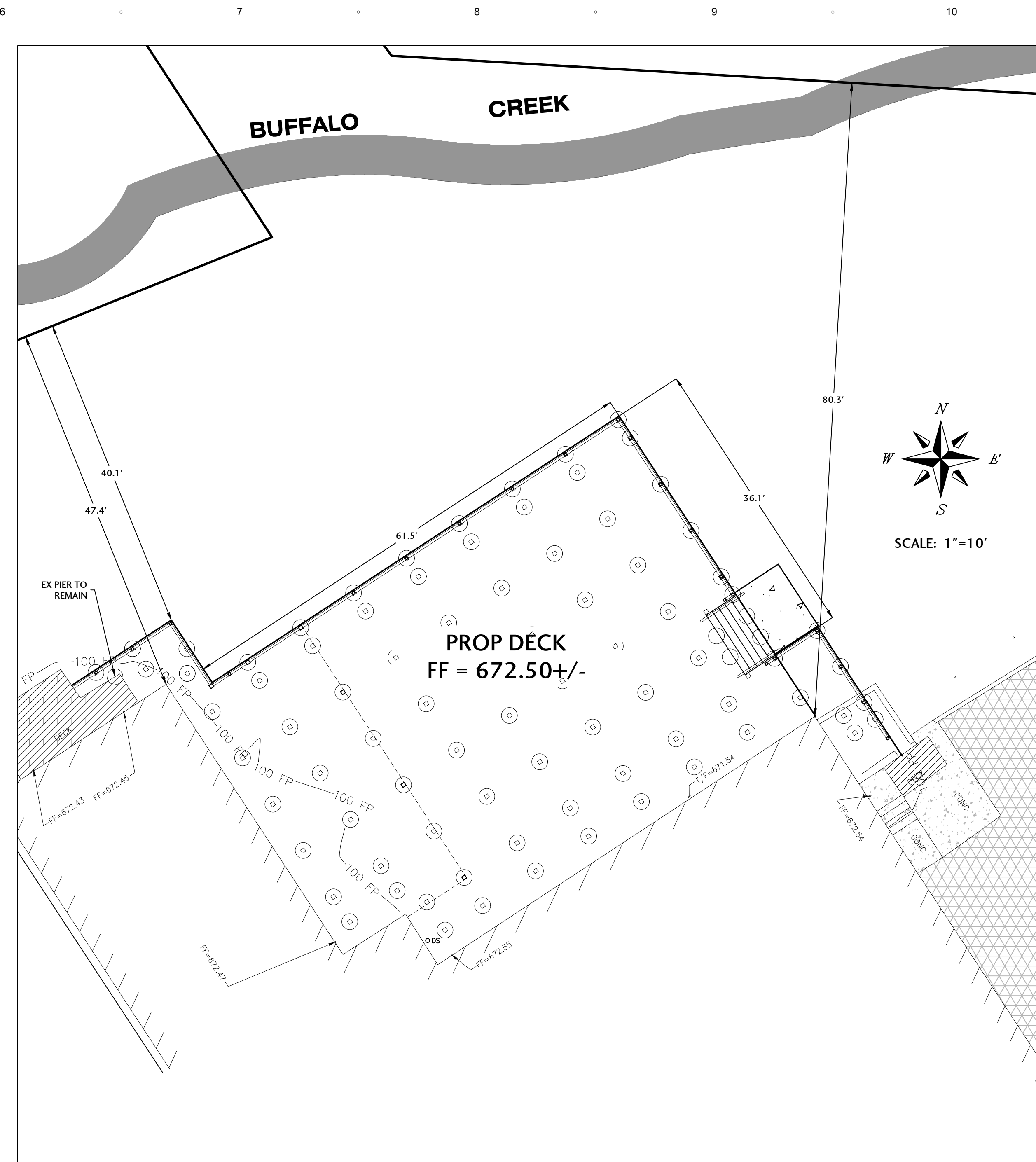
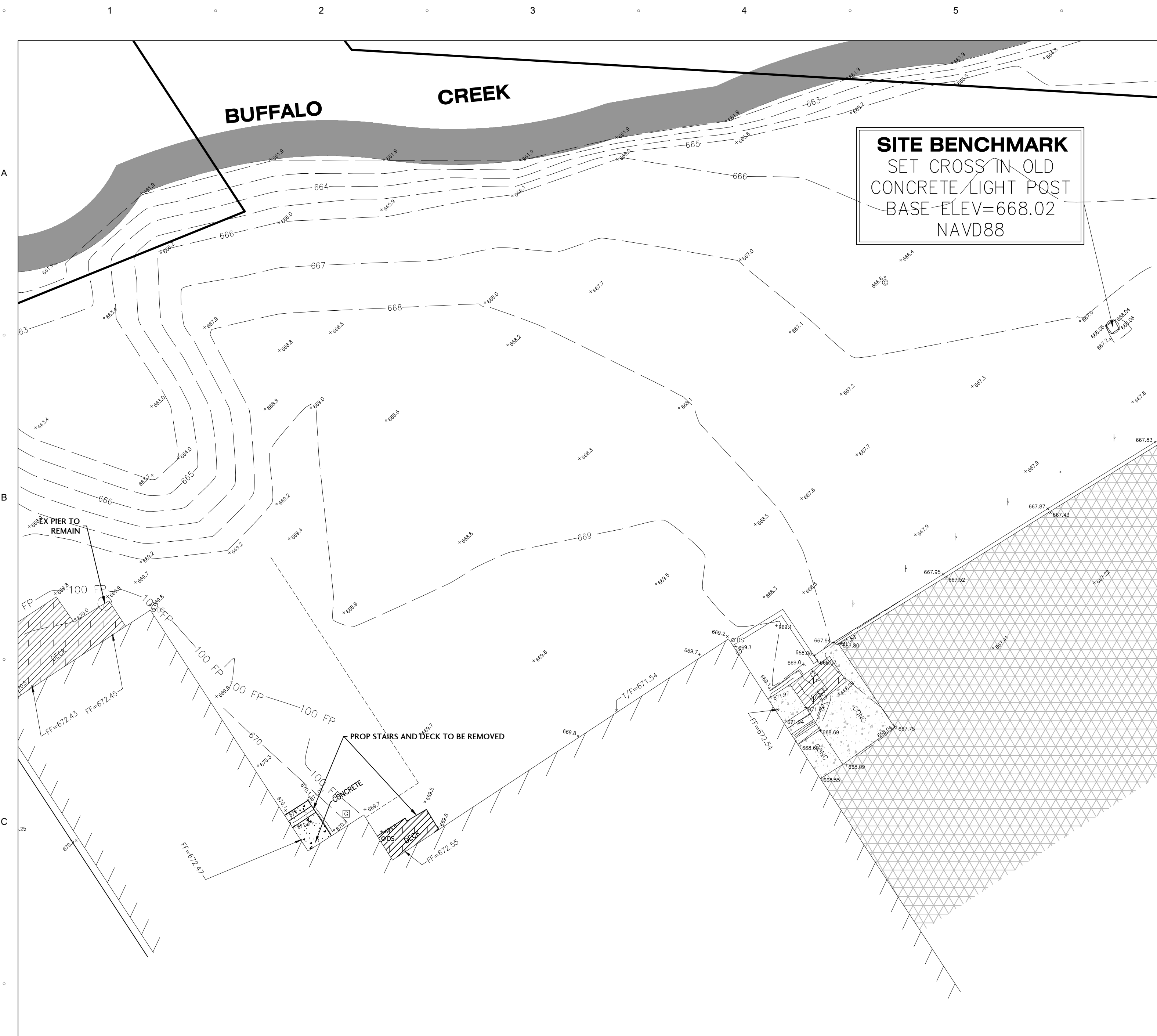
LIMITATION OF WARRANTY OF ENGINEER'S INSTRUMENTS OF SERVICE

THE ENGINEER AND HIS CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE DELIVERABLES, THE ENGINEER SHALL BE PROMPTLY NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT TO THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES FOR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

SPECIFICATIONS &
TYPICAL SECTION

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STUDIO 222 ARCHITECTS PROJECT NUMBER: 25007
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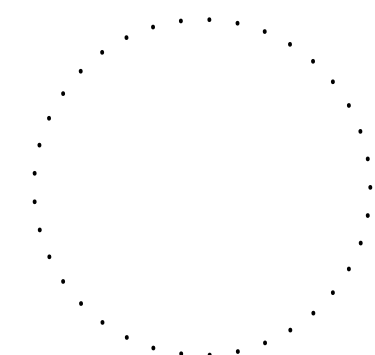


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PHONE: 312.850.4970, WEBSITE: S222ARCH.COM



J. CONDON & ASSOCIATES, INC.
CONSULTING ENGINEERS

Lou Mahatis
PIZZERIA
85 S. BUFFALO GROVE ROAD
BUFFALO GROVE, IL 60089

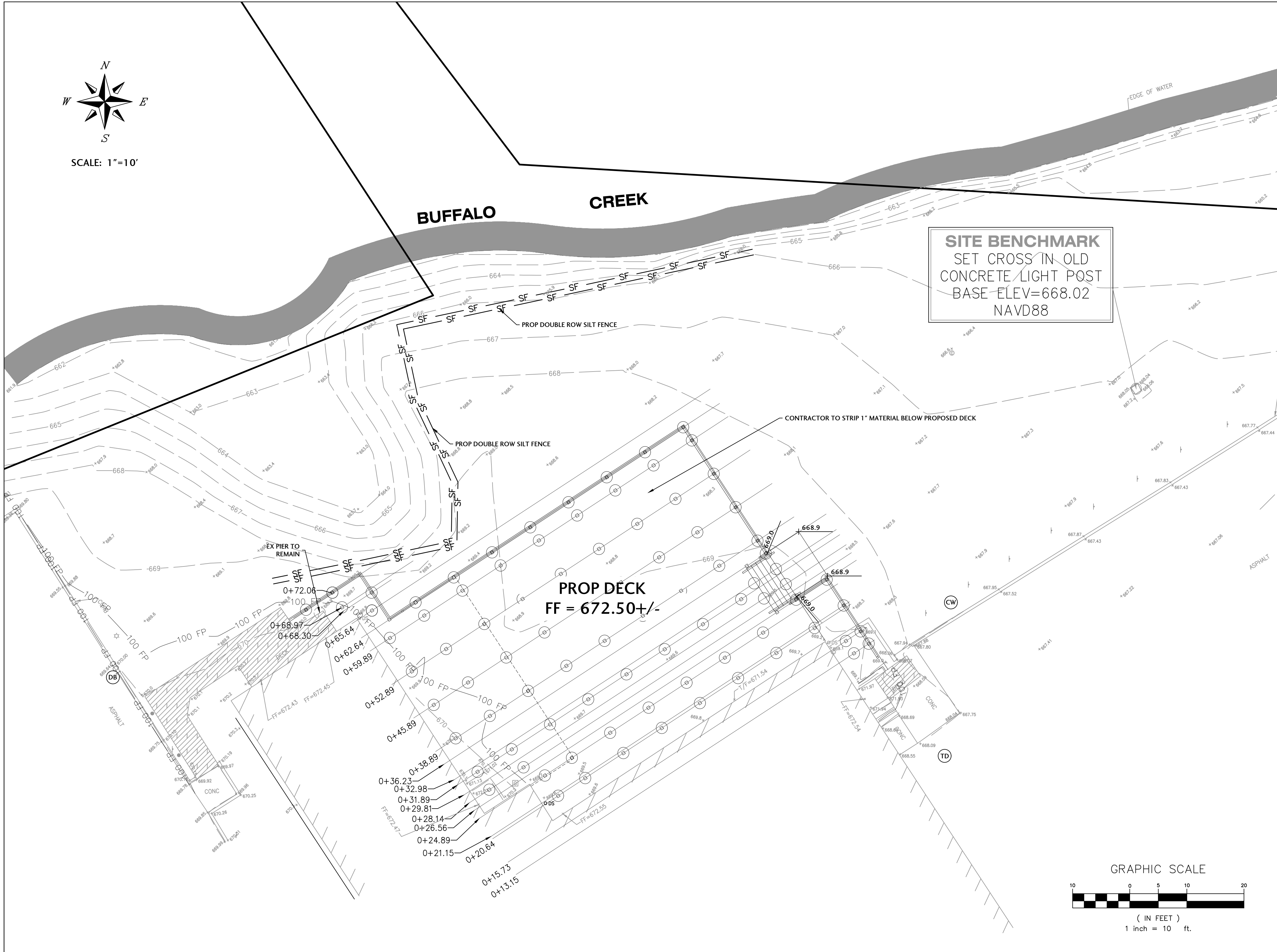
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EXISTING CONDITIONS & OVERALL PLAN

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GRADING & EROSION CONTROL LEGEND

DOUBLE ROW SILT FENCE **SF**

PERMIT DISPLAY BOARD **(DB)**

PORTABLE CONCRETE WASHOUT AREA **(CW)**

ONSITE TRASH DUMPSTER **(TD)**

PROPOSED ELEVATIONS:

FINISHED GRADE **XXX.XX**

BASE FLOOD ELEVATION =

100 YEAR EVENT = 669.80 (NAVD88)

FIRM RATE MAP NO. 17031 C0064J

GRADING & EROSION CONTROL NOTES:

- ALL DISTURBED AREAS SHALL BE STABILIZED WITH NA GREEN DS75 EROSION BLANKET OR APPROVED EQUAL OR HYDROSEEDING UNLESS OTHERWISE NOTED WITHIN THE PLAN SET.
- CONTRACTOR RESPONSIBLE FOR MAINTENANCE/REPAIR OF EROSION CONTROL MEASURES UNTIL ADEQUATE VEGETATION GROWTH HAS OCCURRED. MAINTENANCE/REPAIR WORK SHALL BE INCIDENTAL TO THE INSTALLATION COSTS.
- CONTRACTOR RESPONSIBLE FOR ADDITIONAL EROSION CONTROL MEASURES AS RECOMMENDED BY THE ENFORCEMENT OFFICER OR THE DESIGNATED EROSION INSPECTOR AS SITE CONDITIONS WARRANT.
- ALL TRAPPED SEDIMENT IS TO BE PROPERLY STABILIZED OR DISPOSED OF.
- IF CONTRACTOR NEEDS TO DEWATER WHEN EXCAVATING, THEY MUST PUMP TO A "DIRT BAG" OR APPROVED EQUAL.
- WHERE THE USE OF TREE PROTECTION FENCING DOES NOT PROVIDE AMPLE ROOM FOR CONSTRUCTION, TREE TRUNK PROTECTION SHALL BE USED.
- TEMPORARY SEEDING SHALL BE REQUIRED TO TEMPORARILY STABILIZE DISTURBED AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH CONSTRUCTION WILL BE STOPPED FOR A PERIOD OF MORE THAN 14 DAYS. THE COVER CROP SEED MIX SHALL BE UTILIZED FOR TEMPORARY SEEDING.
- CONTRACTOR IS RESPONSIBLE TO EMPLOY DUST CONTROL METHODS TO REDUCE & PREVENT THE SURFACE AND AIR TRANSPORT OF DUST DURING CONSTRUCTION. IN ADDITION TO MINIMIZATION OF SOIL DISTURBANCE, CONTRACTOR SHALL UTILIZE MULCHING METHODS (DOT 251.03 OR 251.04), IRRIGATION AND BARRIERS.

SILT FENCE PLAN

ELEVATION

Filter Fabric Fastener - Min. No. 10 Gage Wire
4 Per Post Required. (Typ.)

5' Max (Typ) 2' Min

18" Min (Typ)

FABRIC ANCHOR DETAIL

Filter Fabric Direction Of Flow

Undisturbed Ground Line

6" Min 6" Min

Compacted Backfill

NOTES:

- Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
- Filter fabric shall meet the requirements of material specification 592 Geotextile Table 1 or 2, Class with equivalent opening size of at least 30 for nonwoven and 40 for woven.
- Fence posts shall be either standard steel post or wood post with a minimum cross-sectional area of 3.0 sq. in.

REFERENCE

Project	Date
Designed	Date
Checked	Date
Approved	Date

STANDARD DWG. NO.

IUM-620

SHEET 1 OF 2

DATE 3-16-12

PLAN VIEW

10' Min 10' Min

10' Min 2' Max

30-MIL POLYETHYLENE SANDBAG (ANCHOR EVERY 2' ON TOP OF BARRIER)

BARRIER WALL ANCHOR SECTION

Sandbag

30-Mil Polyethylene

3' Min

Native Soil

Sandbag Anchor

SIGN DETAIL

Letters 6" Min. Height

3.5' Min.

2.5'

CONCRETE WASHOUT AREA

Plywood or Aluminum 48" X 24" Min.

4"x4"x6" Wood Post or 6" Steel Post Min.

NOTES:

- Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and/or slurry and returning the facilities to a functional condition.
- Facility shall be cleaned or reconstructed in a new area once washout becomes two-thirds full.

TEMPORARY CONCRETE WASHOUT FACILITY - BARRIER WALL

Designed: _____ Date: _____

Drawn: T. J. O'HARA _____ Date: 5/1/12

Checked: _____

Approved: _____

STUDIO 222 ARCHITECTS

222 S MORGAN ST, SUITE 4B, CHICAGO, IL 60607
PHONE: 312.850.4970, WEBSITE: S222ARCH.COM

J. CONDON & ASSOCIATES, INC.
CONSULTING ENGINEERS

Lou Malati's PIZZERIA
85 S. BUFFALO GROVE ROAD
BUFFALO GROVE, IL 60089

PERMIT	07.02.25
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GRADING, EROSION CONTROL & FLOODPLAIN CROSS SECTION PLAN

C2.0

STUDIO 222 ARCHITECTS PROJECT NUMBER: 25007
Page 44 of 465

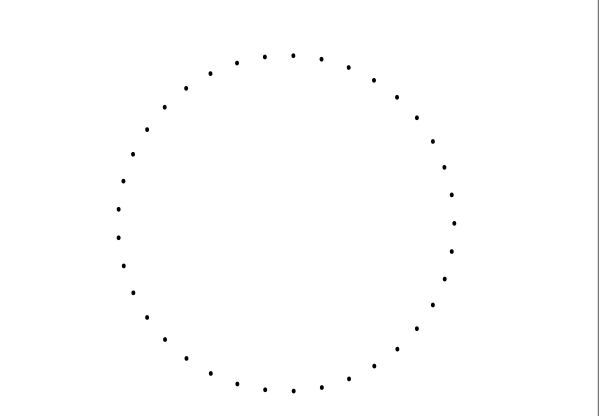


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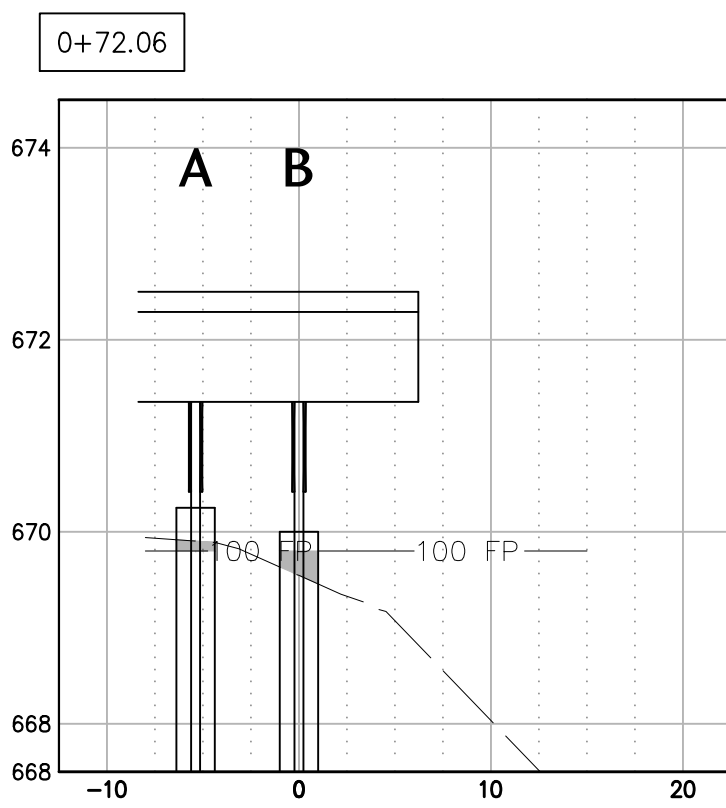
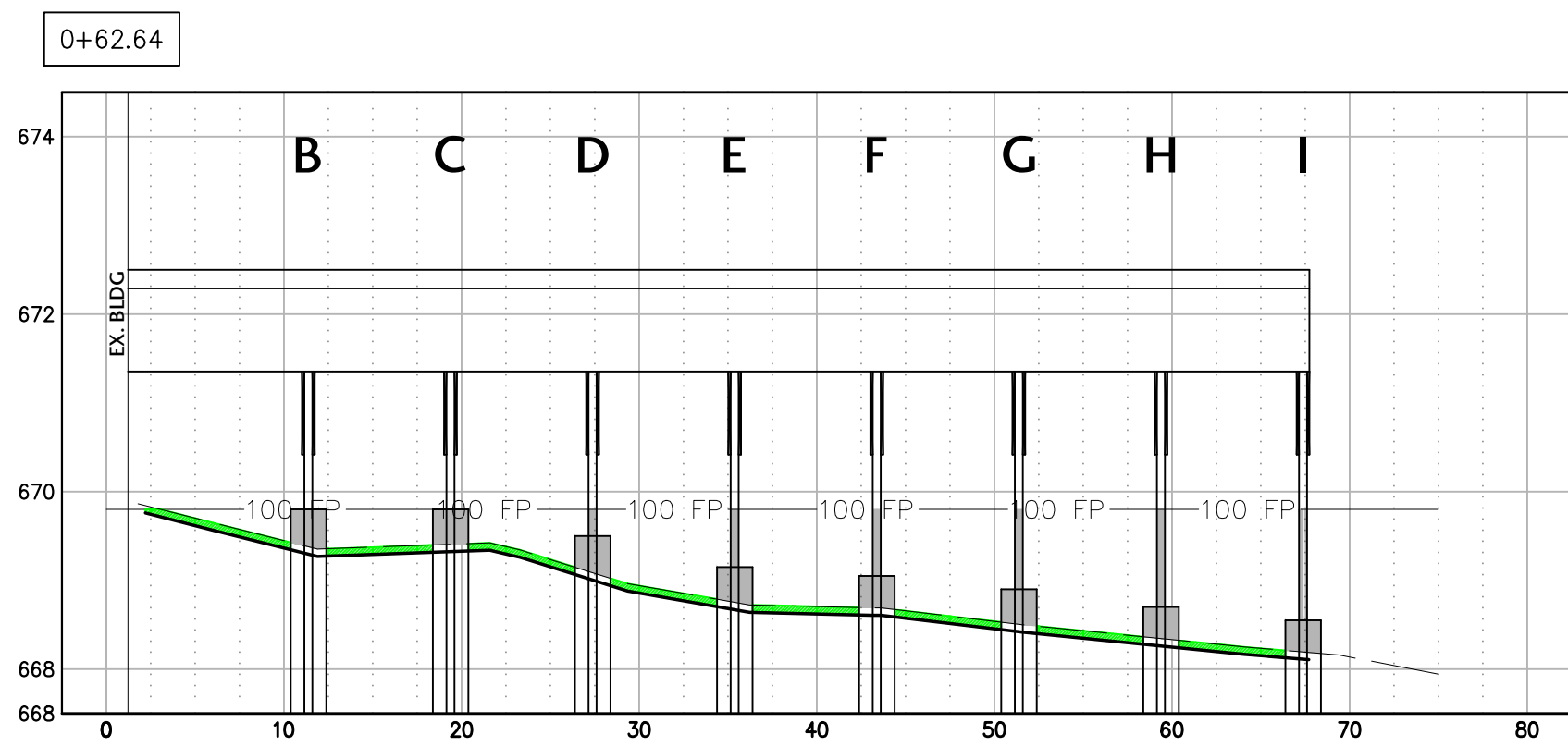
Lou Malati's
PIZZERIA

85 S. BUFFALO GROVE ROAD
BUFFALO GROVE, IL 60089

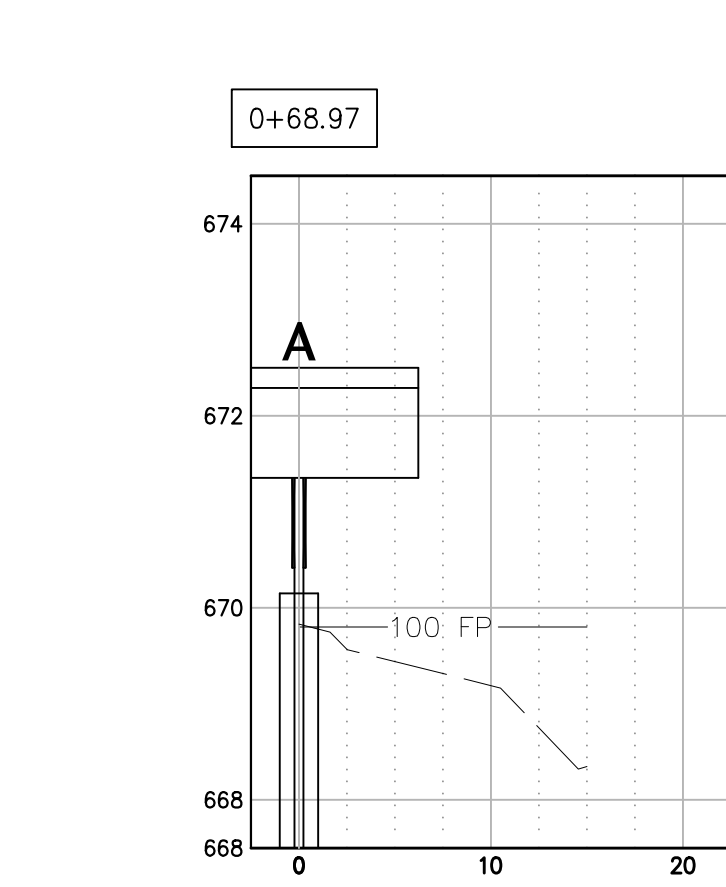
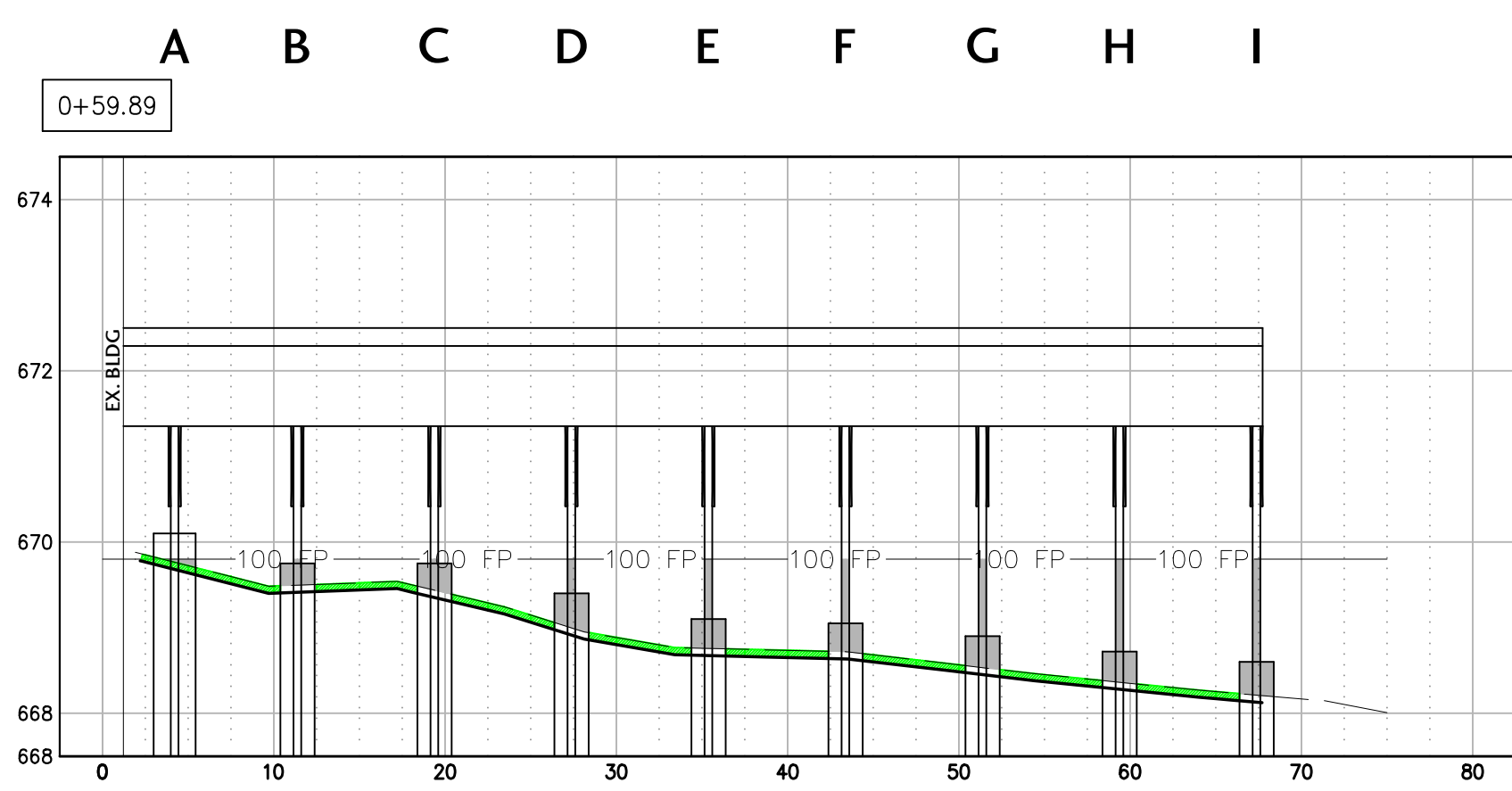
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CROSS SECTIONS

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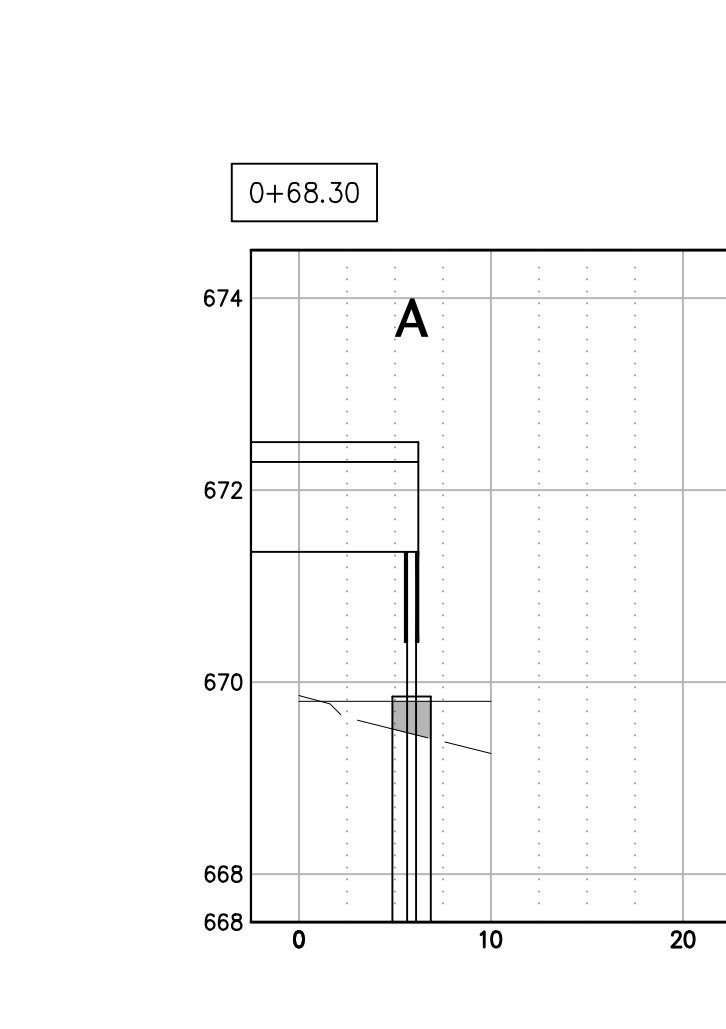
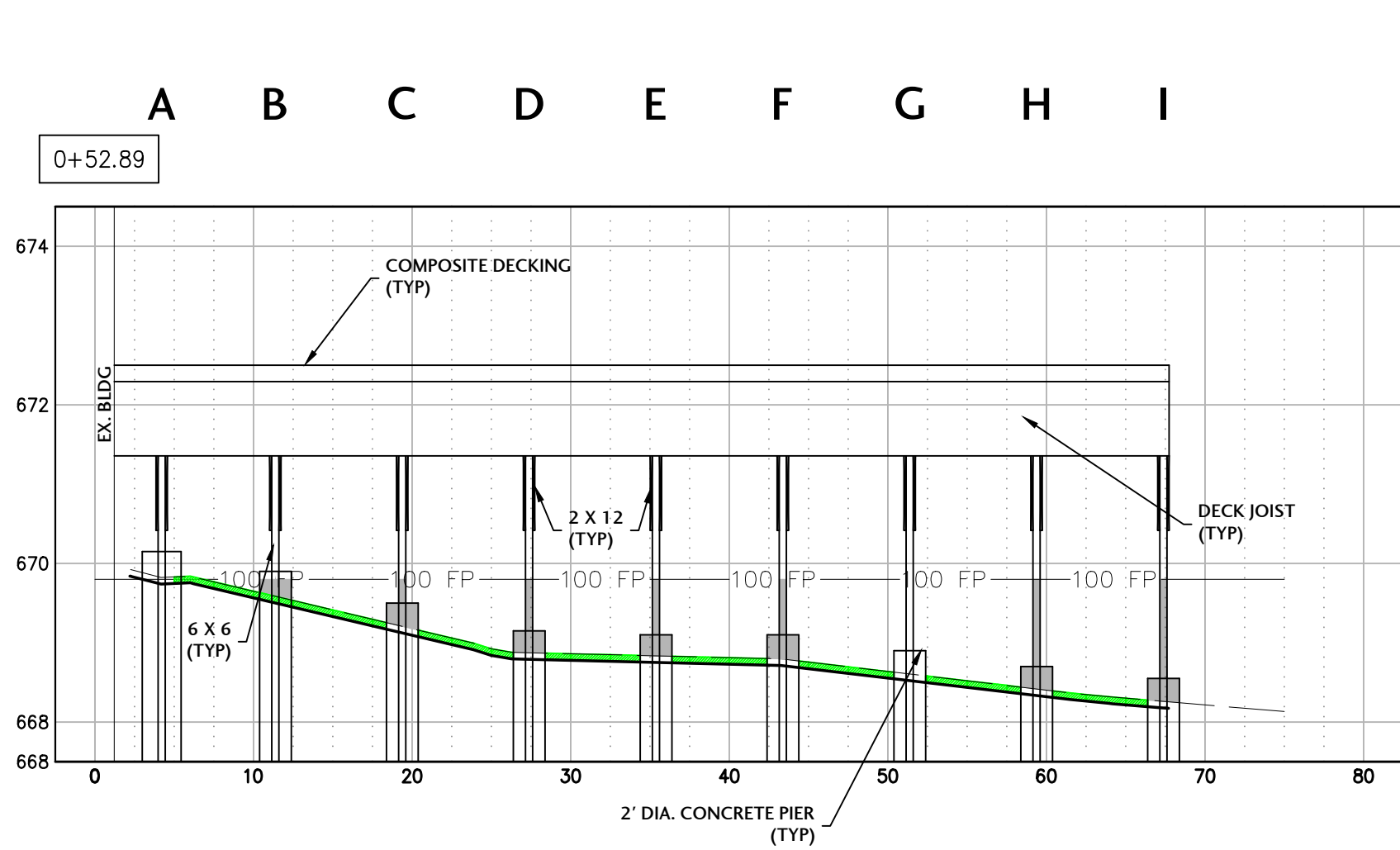
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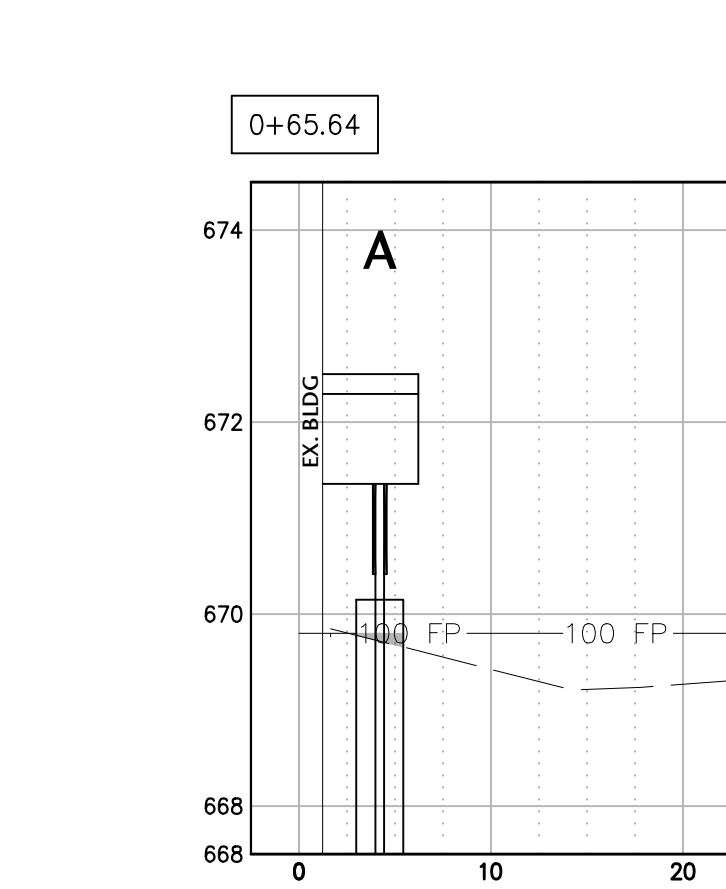
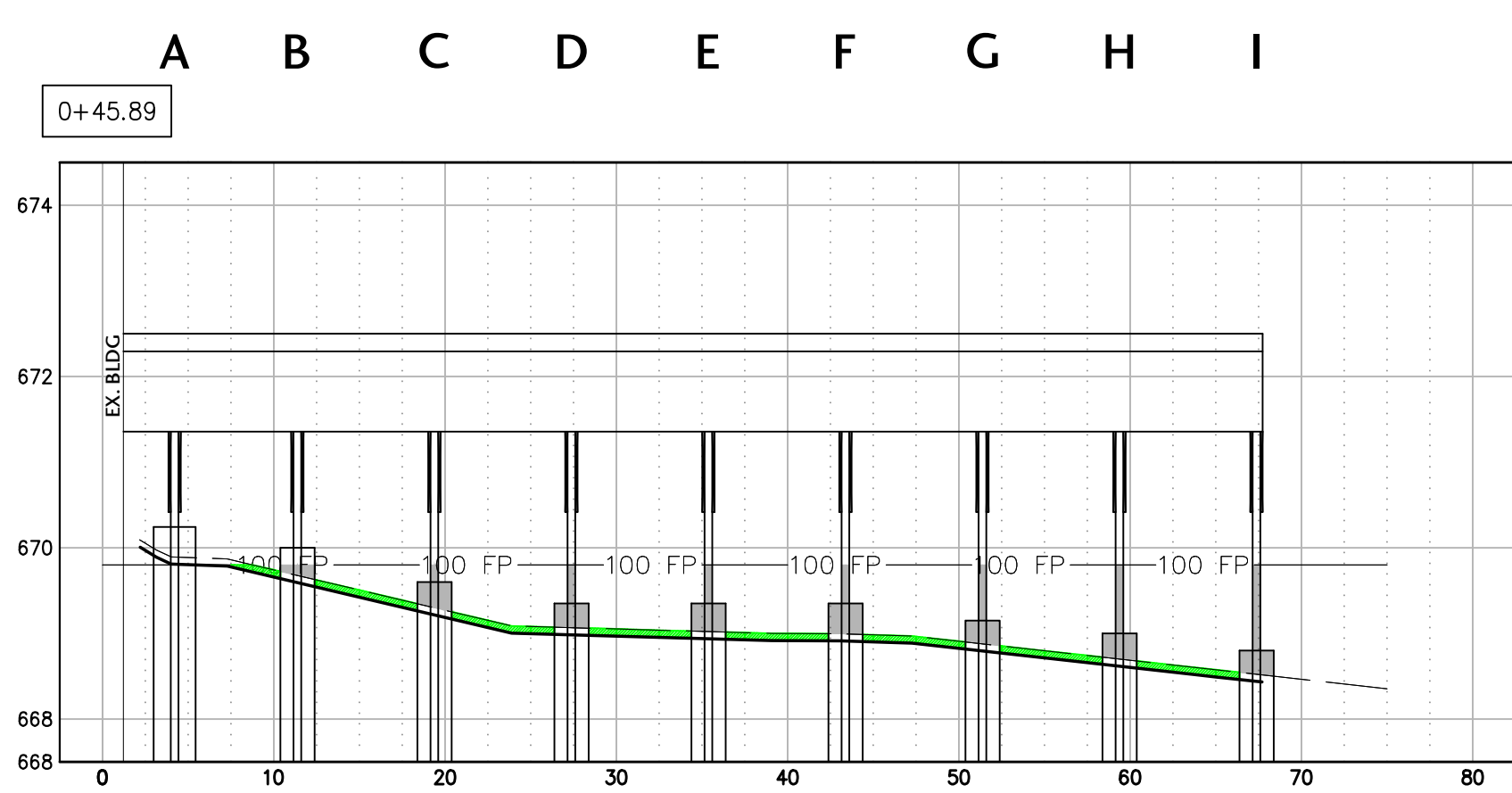
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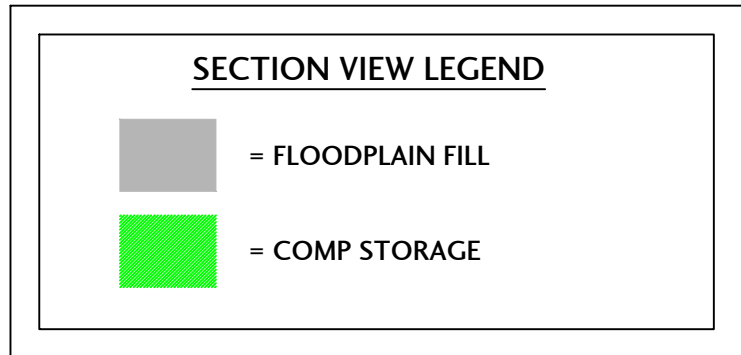
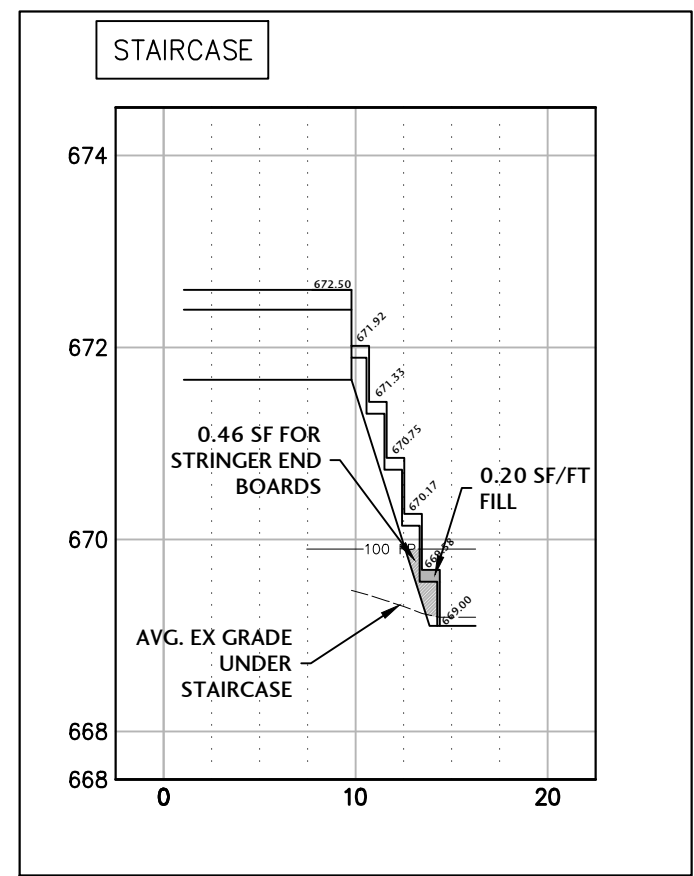
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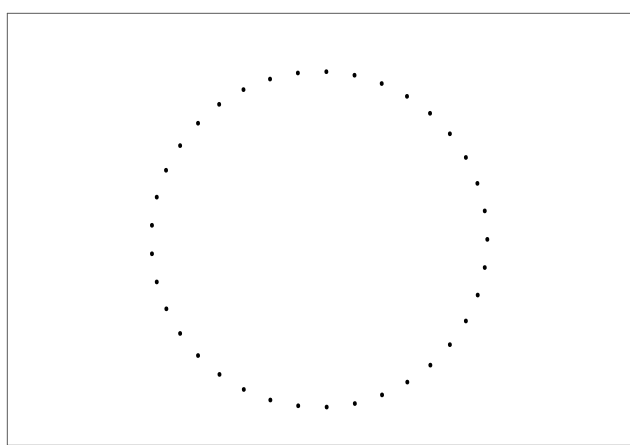
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PERMIT	07.02.25



FLOODPLAIN
CROSS SECTIONS

C2.2

85 S. Buffalo Grove Rd. – Lou Malnati's Outdoor Dining Patio

DEVELOPMENT IMPROVEMENT AGREEMENT

EXHIBIT D

Engineers Opinion of Probable Costs

(see following pages)



J. CONDON & ASSOCIATES, INC.
CONSULTING ENGINEERS

Engineer's Opinion of Probable Cost - LOU MALNATI'S

A. Demolition Items

	Quantity	Unit	Unit Price	Total Cost
1 Remove Ex. Concrete Stairs and Small Deck	1	LS	\$ 2,000.00	\$ 2,000.00
TOTAL DEMOLITION IMPROVEMENTS				\$ 2,000.00

B. Earthwork Improvements

	Quantity	Unit	Unit Price	Total Cost
1 Topsoil Strip - 10 CY	1	LS	\$ 2,000.00	\$ 2,000.00
TOTAL EARTHWORK IMPROVEMENTS				\$ 2,000.00

C. Site Improvements

	Quantity	Unit	Unit Price	Total Cost
1 Concrete Sidewalk - 60 SF	1	LS	\$ 1,400.00	\$ 1,400.00
TOTAL SITE IMPROVEMENTS				\$ 1,400.00

D. Erosion Control Improvements

	Quantity	Unit	Unit Price	Total Cost
1 Silt Fence	270	LF	\$ 5.00	\$ 1,350.00
2 Permit Display Board	1	EA	\$ 200.00	\$ 200.00
3 Construction Dumpster	1	EA	\$ 500.00	\$ 500.00
4 Concrete Washout Facility	1	LS	\$ 2,500.00	\$ 2,500.00
TOTAL EROSION CONTROL IMPROVEMENTS				\$ 4,550.00

TOTAL EOPC \$ 9,950.00



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 21, 2025

AGENDA ITEM 8.e. O-2025-82

Ordinance Approving a Special Use for a Non-academic School at 727 Hastings Lane

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 non-academic school, Astera Academy, at 727 Hastings Lane.

Summary

See attached memorandum.

Strategic Alignment

Guiding Principle

Principle 3: Plan and Invest in the Future

Goal

Goal 4: Vibrant and innovative community: leading edge

File Attachments

1. Memo - Astera Academy - 727 Hastings Ln
2. DRAFT Ordinance - Astera Academy - 727 Hastings Ln
3. DRAFT Ordinance - Exhibit B. Plan Set
4. DRAFT Ordinance - Exhibit C. Draft PZC Minutes - July 2, 2025
5. Public Comment

DATE: July 21, 2025

TO: Village Manager Dane Bragg

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

SUBJECT: 727 Hastings Lane - Special Use for a Nonacademic School, Classes, and Instruction within Industrial District

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting a Special Use of a non-academic school in the Industrial District at 727 Hastings Lane, subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

Astera Service Inc. is a HVAC company that runs their business operations (dispatching technicians, phone calls, and storing HVAC and appliance equipment) out of 727 Hastings Lane. They are requesting a Special Use to establish Astera Academy, an HVAC and Appliance Trade School, within its existing tenant space, to provide training for individuals pursuing careers in the HVAC and appliance repair industries. Nonacademic schools, classes, and instructional uses are special uses in the industrial district.

PLANNING & ZONING ANALYSIS

Astera is located within a multi-tenant industrial building and will operate from 8 AM to 6 PM Monday to Saturday.

Astera Services currently needs one parking space, as they have one full-time employee (office manager) on-site, while the technicians are dispatched from their homes and very rarely stop into the office. Astera Academy will have a maximum of 8 people on-site with 6 students, one instructor, and they will also utilize the Astera Services office manager for the academy.

The building's parking lot of 28 spaces is sufficient for the proposed special use. Astera Academy and Astera Services are required by code to have a total of 8-9 parking stalls, and they have been granted 12 parking stalls (8 from their lease and 4 via written consent from landlord). This allows 16 spaces for the other three industrial tenants, which exceeds the code's requirement of 12 total spaces for this use.



Figure 1: Subject Property

PUBLIC HEARING COMMENTS

One public comment was received prior to the public hearing from one of the building's existing tenant, who voiced a parking and circulation concern with the introduction of a new school. However, this concern was likely raised without knowing that the academy is intended for only 6 students, as the person did not attend the public meeting. The landlord, who has since reached out to the existing tenant, clarified the situation, and understood that the tenant's main concern was the faded paint in the parking lot, which was causing circulation and parking issues. The landlord is looking to address this situation, and staff will be following up on that matter. 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 of a non-academic school, classes, and instruction in the Industrial District at 727 Hastings Lane, 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 Astera Service, Inc. to operate a non-academic school, classes at 727 Hastings Lane, which shall not run with the land.
3. The Special Use granted to Astera Service, 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
NONACADEMIC SCHOOL, CLASSES, AND
INSTRUCTION AT 727 HASTINGS LANE

ASTERA SERVICE, INC
727 HASTINGS LANE

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

WHEREAS 727 Hastings Lane, Buffalo Grove, IL ("Property") is located in a multi-tenant building at 721-727 Hastings Lane in the I Industrial District and is hereinafter legally described in Exhibit A; and,

WHEREAS, BSBL LLC is the owner of the Property; and,

WHEREAS, Astera Service, Inc, ("Petitioner") has filed a petition for a Special Use to allow a Nonacademic school, Classes, And Instruction in the Industrial District (I); and

WHEREAS the Planning & Zoning Commission held a public hearing on July 2, 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 draft minutes attached hereto as Exhibit C; and

WHEREAS the Planning & Zoning Commission voted 5-0 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 July 2, 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 of a non-academic school, classes, and instruction in the Industrial District at 727 Hastings Lane, 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 Astera Service, Inc. to operate a non-academic school, classes at 727 Hastings Lane, which shall not run with the land.
3. The Special Use granted to Astera Service, 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:

Janet M. Sirabian, Village Clerk

APPROVED:

Eric N. Smith, Village President

EXHIBIT A

Legal Description
ASTERA SERVICE, INC
727 HASTINGS LANE

SUBJECT PROPERTY COMMON ADDRESS: 727 Hastings Lane, Buffalo Grove, IL 60089

LEGAL DESCRIPTION:

LOT 24 BUFFALO GROVE COMMERCE CENTER, UNIT 2-B, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE WEST 600,000 FEET AS MEASURED AT RIGHT ANGLES TO THE WEST LINE THEREOF), ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 10, 1983 AS CORUMENT 2230857, IN LAKE COUNTY, ILLINOIS.

PARCEL INDEX NUMBERS: 15-34-311-005

EXHIBIT B

Plan Set
ASTERA SERVICE, INC
727 HASTINGS LANE

DRAFT

EXHIBIT C

Draft Minutes from July 2, 2025, Planning & Zoning Commission Meeting
ASTERA SERVICE, INC
727 HASTINGS LANE

DRAFT



Astera Academy
Business Narrative for Technician Training School
Viacheslav Astakhov - Owner

General Business Description

Astera HVAC, Refrigeration, and Appliance Repair is establishing a Technician Training School to provide hands-on training for individuals seeking careers in the HVAC and appliance repair industries. The school will offer a 2-week course for HVAC Installation and Service and a 1-week course for Appliance Repair, focusing on equipping students with the necessary technical skills, safety knowledge, and industry best practices.

The training program is designed to meet the growing demand for skilled technicians in the HVAC and appliance repair industry. Upon completion, high-performing students will have the opportunity to be recruited for employment with Astera HVAC, Refrigeration, and Appliance Repair.

Hours of Operation

Monday: 8:00 AM – 6:00 PM

Tuesday: 8:00 AM – 6:00 PM

Wednesday: 8:00 AM – 6:00 PM

Thursday: 8:00 AM – 6:00 PM

Friday: 8:00 AM – 6:00 PM

Saturday: 8:00 AM – 6:00 PM

Sunday: Closed

Training Sessions: Conducted during business hours with scheduled breaks

Total Number of Employees

Due to the small class sizes and the specialized nature of the training, Astera does not require a large number of employees to operate the school. The facility will be staffed by one full-time trainer and one part-time employee who will assist with administrative tasks. This small but dedicated team ensures a focused and hands-on learning experience for our students.

Total Number of Parking Spaces Provided

The facility includes minimum 8 on-site designated parking spots (as per lease agreement, allocated for tenant use) which will be available for students and staff. In the event additional parking is needed, the additional parking will be available from the shared lot attached in Exhibit A to the narrative.

Expected Improvements to be Made on Site or Interior of the Building

The current offices, bathrooms, and warehouse space are ideal. No demolition or construction will be done to the space.

To ensure a fully functional and safe learning environment, the following improvements will be made:

1. Classroom & Training Lab Setup
 - Installation of workstations with HVAC units, refrigeration systems, and appliances for hands-on training
 - Setup of desks, chairs, and whiteboards for theoretical instruction
 - Installation of projectors and training monitors for instructional use
2. Tool & Equipment Installation
 - Purchase and installation of training tools, diagnostic equipment, and testing stations
 - Setup of mock residential and commercial HVAC systems for real-world simulations
3. Safety & Compliance Upgrades
 - Installation of fire extinguishers, emergency exit signs, and first-aid stations
 - Compliance with city and state safety regulations for technical training facilities
4. Office & Reception Area Setup
 - A designated reception area for student inquiries and administrative tasks
 - Installation of computers, phone lines, and office furniture
5. Restroom & Breakroom Enhancements
 - Updating restroom facilities for student and staff use
 - Creating a break area with seating, vending machines, and water dispensers

These improvements will be completed before the school officially opens to ensure a professional and well-equipped training environment.

Should you require any further details or clarifications, please feel free to contact us at steve@asteraservice.com or call 8475103305.

Sincerely,
Viacheslav Astakhov
Owner
Astera HVAC, Refrigeration, and Appliance Repair



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:

Astera Academy ("School") fills a growing demand for skilled HVAC and appliance repair technicians, providing hands-on training in a controlled, safe environment. It won't harm public health, safety, or the neighborhood. The facility meets all local codes, and its operations are low-impact with no noise, hazardous materials, or disruptions.

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 school is a great match for the existing building, requiring no expansion or major renovations. It operates during standard business hours, so there's no excessive traffic, noise, or inconvenience. Parking is sufficient, with overflow available if needed, ensuring it blends seamlessly with the district's development.

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:

Since training happens indoors, there's no noise or disturbance to neighboring businesses. The limited number of students and staff prevents overcrowding or congestion. Instead, the school adds value by supporting local workforce development and maintaining the district's character.

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 building's size and location work well for the school without interfering with nearby properties or future growth. No new construction is needed, and all activity remains indoors, ensuring a smooth fit with the area's intended use.

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

Response:

The facility is already equipped with all necessary utilities, roads, drainage, and restrooms. No additional strain will be placed on city services, and the site is fully capable of handling daily operations without modifications.

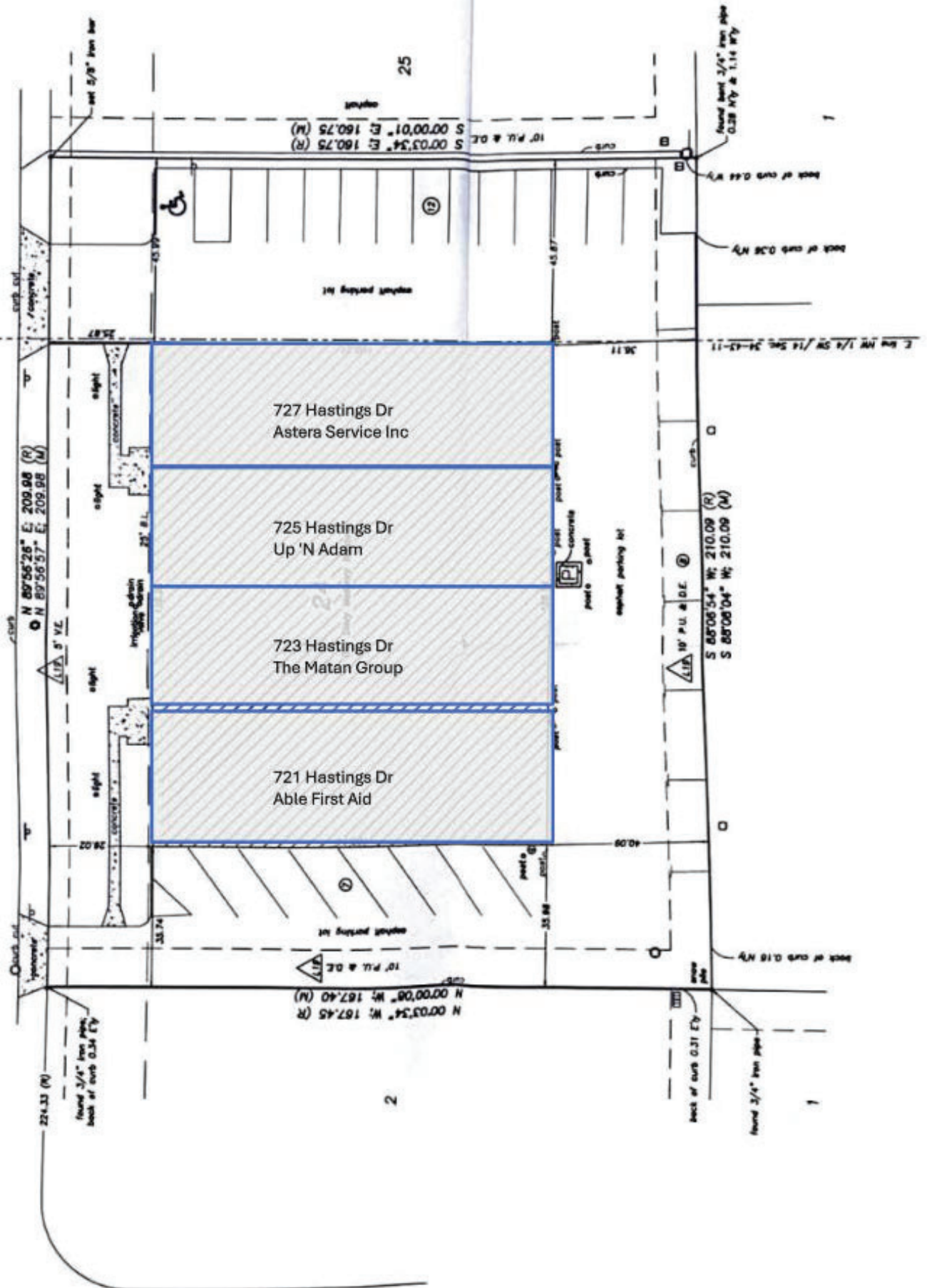
6. Parking areas shall be of adequate size for the particular special use, which areas shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and from these parking areas shall be designed so as to prevent traffic hazards, eliminate nuisance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

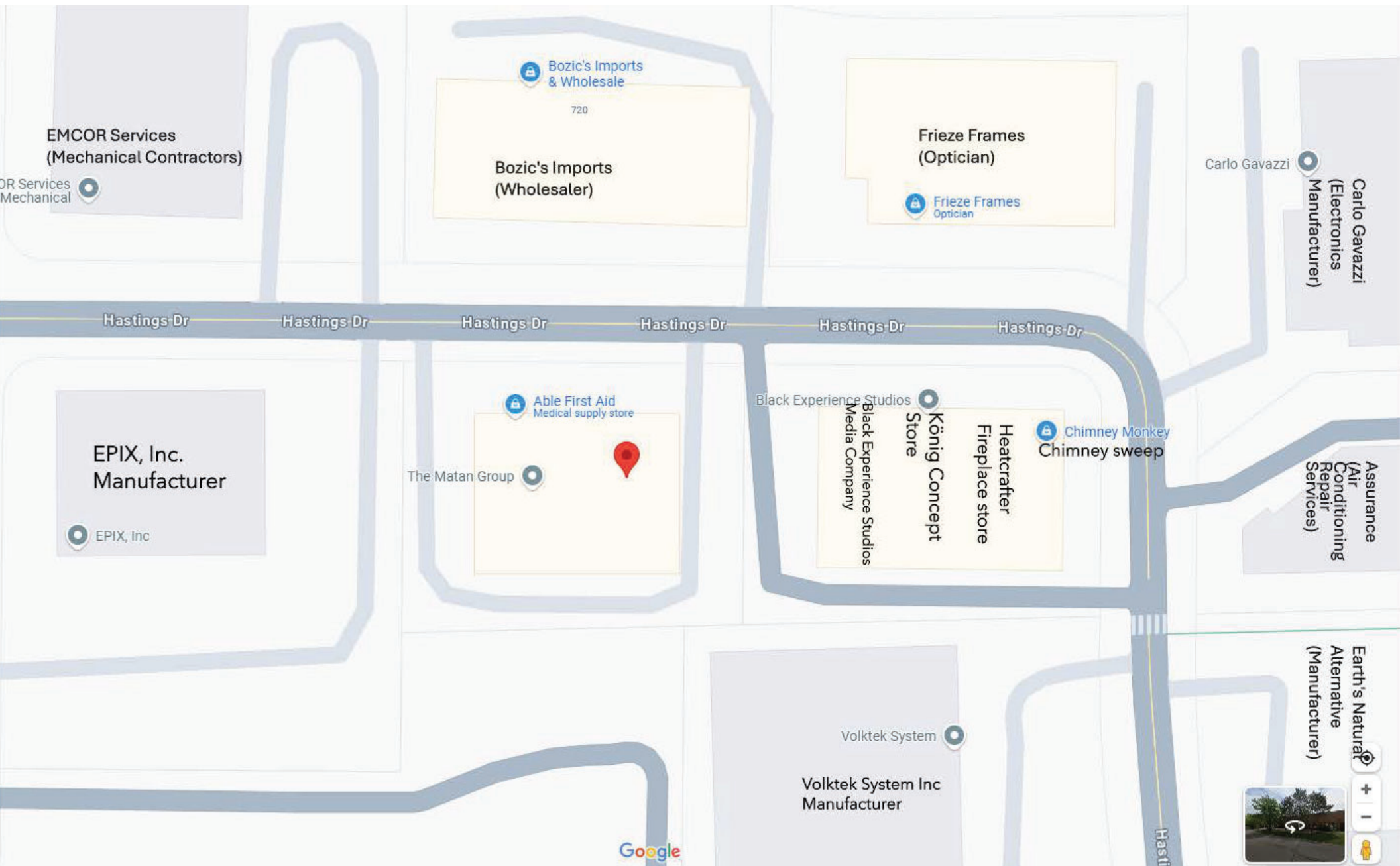
Response:

The school uses its designated parking spaces per the lease agreement, with extra parking available in a shared lot (Narrative. Exhibit A). The entrance and exit are designed to keep traffic flowing safely, preventing congestion or hazards. Small class sizes ensure minimal impact on public streets and nearby businesses.

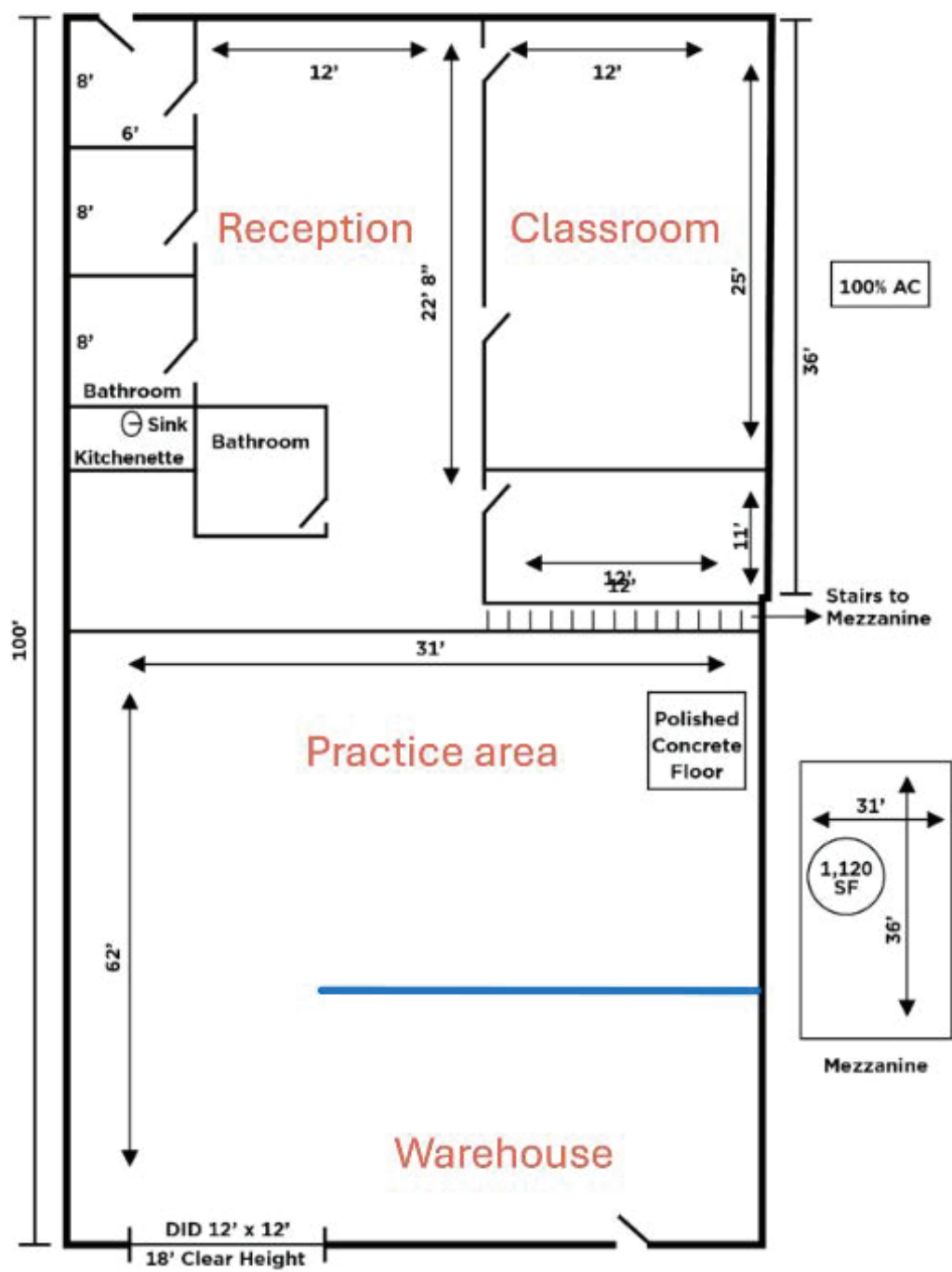
Hastings Lane

hereby dedicated to public right of way
asphalt pavement





FLOOR PLAN





Astera Academy
Parking Analysis for Technician Training School
Viacheslav Astakhov - Owner

This letter provides a detailed overview of the anticipated parking and traffic needs for our new vocational trade school, which will operate at 727 Hastings Dr, Buffalo Grove, IL 60089.

Program Overview

Our training center will offer short-term vocational education programs focused on HVAC and appliance repair. Each program will run for a duration of two weeks, with classes held on-site Monday through Friday from 9:00 AM to 3:00 PM. The instructional staff per class includes one lead instructor and one part-time teaching assistant.

Each class will have a maximum of 6 enrolled students, which, along with the staff, brings the total number of individuals on-site during any given session to 8 people.

Class Schedule and Potential Second Shift

While we are currently planning to operate one class per day, there is a possibility that a second class shift may be added if there is sufficient community demand. In this case, the second class would be held from 4:00 PM to 10:00 PM on weekdays, following the same structure and maximum headcount. These shifts would not overlap, ensuring that no more than 10 individuals are present at the facility at any one time.

Parking Availability

Per our lease agreement for the facility at 727 Hastings Dr, we have exclusive access to 8 on-site parking spaces. In anticipation of the need for additional capacity, we have also secured written consent from the neighboring property owner to use up to 4 additional parking spaces on their lot, located adjacent to our premises. This brings our total available parking to 12 spaces, which is adequate to accommodate both students and staff, even in the event of back-to-back shifts.

Traffic Impact

Due to the small class size, limited number of staff, and non-overlapping shifts, the overall traffic impact is expected to be minimal. Additionally, class start and end times are scheduled to avoid peak rush hour periods, further reducing the likelihood of traffic congestion in the surrounding area. Students will arrive individually, either by carpooling or by personal vehicle, and there will be no commercial deliveries or fleet vehicle traffic associated with regular class operations.

We are committed to being a good neighbor and maintaining a smooth flow of operations that respects the needs of the surrounding business community and complies with the Village of Buffalo Grove's zoning and parking requirements.

Should you require any further details or clarifications, please feel free to contact us at steve@asteraservice.com or call 8475103305.

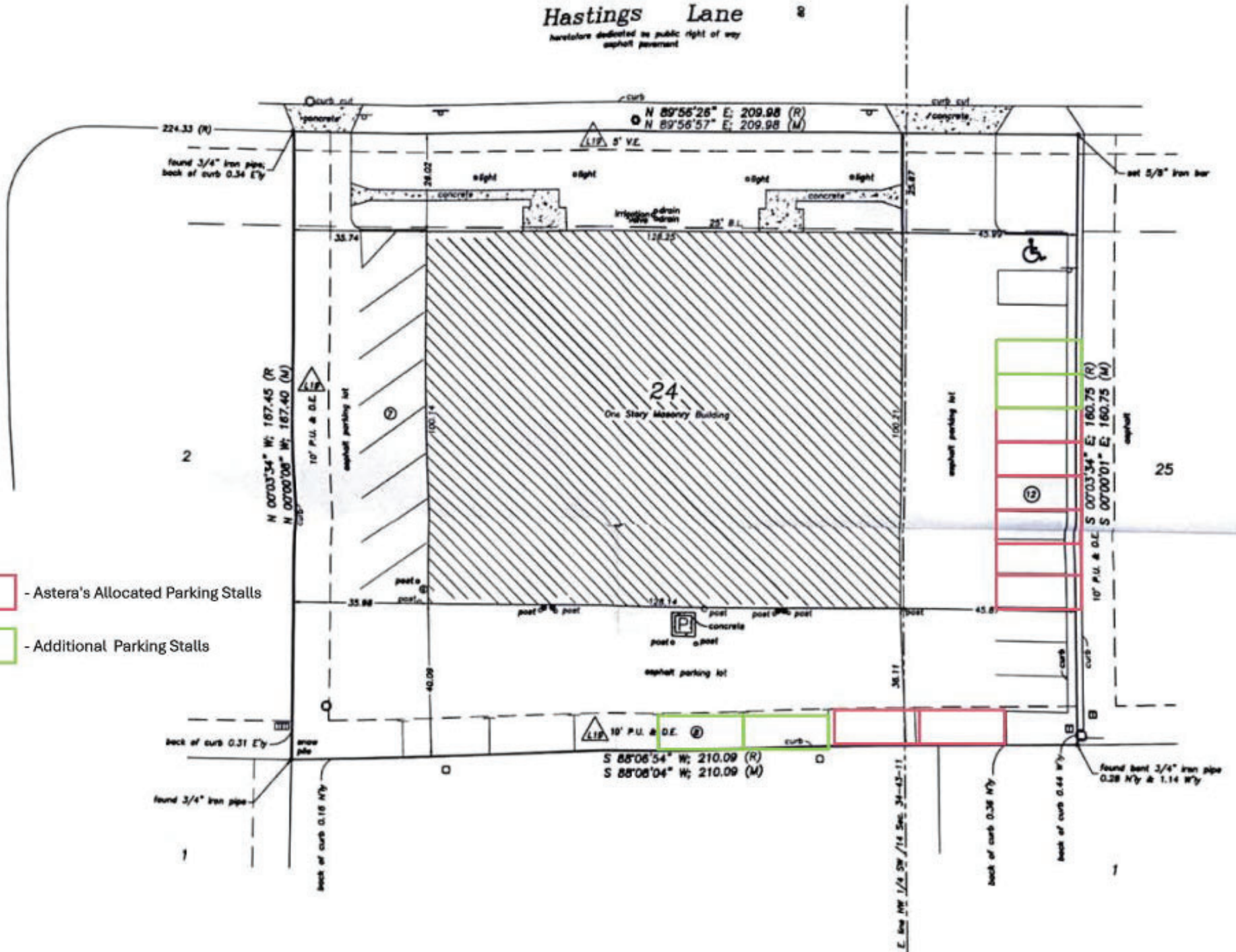
Sincerely,

Viacheslav Astakhov

Owner Astera HVAC, Refrigeration, and Appliance Repair

3

Lexington Drive



PARKING CONSENT AGREEMENT

Date:

Neighboring Property Address: 725 Hastings Dr, Buffalo Grove, IL 60089

Facility Address: 727 Hastings Dr, Buffalo Grove, IL 60089

To Whom It May Concern,

This letter serves as written consent from the undersigned property owner/representative of the property located adjacent to 727 Hastings Dr, Buffalo Grove, IL, to allow Astera Academy (Tenant) of that address to utilize up to 4 parking spaces on our premises.

This agreement is made in support of Astera Academy permit application and acknowledges the need for additional parking to accommodate occasional peak usage. This consent is granted under the following conditions:

1. Parking is limited to _____ standard-sized vehicles.
2. Usage is non-exclusive and revocable with 30 days written notice.
3. The tenant shall ensure that all vehicles parked on the property comply with local ordinances and do not obstruct access or operations.
4. This agreement does not constitute a lease or transfer of property rights.

Signed and agreed by:

Property Owner / Authorized Representative:

Name: Michael Sax UPNADAM

Title (if applicable): PRESIDENT

Phone: 847/537-2326

Email: MICHAEL@UPNADAMIL.COM

Signature: [Signature]

Date: 5/29/25

**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, JULY 2, 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 Moodhe, PZC Commissioner Spunt, PZC Commissioner Davis, PZC Commissioner Gregory.

The following were absent from the meeting: PZC Commissioner Au, PZC Commissioner Schwartz, PZC Commissioner Saxena, and PZC Commissioner Worlikar.

Also present were: Trustee Liaison Les Ottenheimer, Village Attorney Patrick Brankin, Deputy Director of Community Development Kelly Purvis, and Associate Planner Andrew Binder.

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

A. Consideration of a Request for a Special Use for a nonacademic school, class, and instruction in the Industrial District at 727 Hastings Lane

Associate Planner, Binder provided an overview of the request, noting that staff recommends approval due to the low-impact and complementary nature of the use with other businesses in the building and the availability of adequate parking for the use.

The petitioner, Liliya Astakhov of Asteria Service, Inc., was sworn in.

Astakhov spoke about the allocated parking and indicated that it will be adequate for the small classes they will be hosting. She noted that the maximum capacity would be 6 students.

Com. Spunt asked for page 15 of the packet to be pulled up. He asked where the classroom would be located in proximity to other units.

Astakhov indicated that the classroom would be on the outside portion of the unit, not adjacent to other tenants.

Com. Davis asked about the available parking. He asked about the training demand versus the business demand for the HVAC related businesses.

Astakhov noted that the technicians do not come to the business or leave vehicles parked on site.

Com. Moodhe asked how many technicians they have.

Astakhov noted that they have 6 technicians.

Com. Moodhe asked how many trucks will be parked on site.

Astakhov noted that none of the trucks would be parked on site.

Com. Moodhe asked how many employees would be there day to day.

Astakhov indicated that she would be the only other person besides the instructor and students.

Com. Moodhe asked what kind of HVAC services they provide.

Astakhov noted that they do residential and small commercial projects.

Com. Moodhe asked about truck deliveries.

Viacheslav Astakhov was sworn in. He indicated that they accept small deliveries, they do not have a need for large truck deliveries.

Com. Gregory asked if they are currently using all of the parking now.

Viacheslav Astakhov stated that they do not.

Com. Gregory asked for clarification regarding the certification from the school.

Viacheslav Astakhov provided an overview of the training certification process.

Com. Gregory asked if there is a benefit to their business.

Viacheslav Astakhov stated that there is currently a shortage of technicians.

Com. Gregory asked if he would be the main trainer.

Viacheslav Astakhov noted that he would be for right now.

Chairperson Weinstein asked if other tenants use their 8 parking stalls.

Astakhov indicated that they do not. They are currently vacant.

Chairperson Weinstein asked if she feels there is a traffic issue on the property.

Astakhov noted she was surprised by the email that the neighbor sent. She does not feel that there is an issue.

Chairperson Weinstein asked for clarification regarding the parking requirements from Binder.

Binder indicated that they exceed the parking requirements.

Staff Report was entered into the record as Exhibit 1.

The email received from Stephanie Matan was entered into the record as Exhibit 2.

The public hearing was closed.

Chairperson Weinstein asked for a motion.

Com. Davis made a motion to make a positive recommendation to the Village Board to allow the Special Use of a non-academic school, classes, and instruction in the Industrial District at 727 Hastings Lane, 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 Astera Service, Inc. to operate a non-academic school, classes at 727 Hastings Lane, which shall not run with the land.
3. The Special Use granted to Astera Service, 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.

The motion was seconded by Com. Spunt.

Com. Moodhe noted that we do have precedent for this kind of use in industrial district and they tend to work out. He also indicated that the signage is not great, and should probably be addressed by the property owner. He stated that we need more HVAC people and that he is in favor.

Chairperson Weinstein indicated that he is in favor of the motion and noted that the standards are met. He noted that the parking requirements have also been met.

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

AYES: 5 Mitchell Weinstein, Adam Moodhe, Marc Spunt, Jason Davis,
Chad Gregory

NAYS: 0 None

ABSENT: 4 Amy Au, Neil Worlikar, Sujat Saxena, Don Schwartz

Motion declared Passed.

- B. **Consideration of a Request for approval of an amendment to the Planned Unit Development and Preliminary Plan approved by Ord. No. 1987-044 and modified by Ord. No. 1993-082, as well as a variation from the parking requirements to allow Epicure Dining, LLC to open and operate a banquet facility and restaurant at 720 W Lake Cook Road.**

Associate Planner Binder provided an overview of the request, noting that staff recommends approval.

Kon Kruglyak of Epicure Dining, LLC., and Brendan May, the traffic consultant from KLOA representing Epicure Dining, were sworn in.

Kruglyak indicated that they are excited to become part of the Buffalo Grove Community. He reviewed the kinds of events they expect to host at the restaurant/banquet facility, and stated that they believe they will add value to the community.

Com. Moodhe asked if the use is a restaurant or a banquet facility.

Kruglyak indicated that it will be both. They intend to be open daily for reservations in the restaurant. He noted that the prime time will be Friday, Saturday, and Sunday for private events.

Com. Moodhe asked if there will be cooking on site.

Kruglyak stated yes, there will be a commercial kitchen.

Com. Moodhe asked about the capacity of the building.

Kruglyak noted that based upon the parking, the maximum guest count would be around 175 people.

Com. Moodhe asked if they would be looking to go to a more standard restaurant model that accepts walk-ins in the future.

Kruglyak noted they would not. He stated that if they are already open and prepping, they would allow people to come in and eat.

Com. Moodhe asked why the traffic report only indicated that it would be a banquet facility.

May indicated that the banquet facility would be the peak use, and the restaurant will not generate a high volume of customers.

Com. Gregory asked about the location, and if there is any opportunity to partner with the hotel nearby.

Kruglyak noted that they have not completely thought through that yet, but they think there could be opportunities to partner with surrounding businesses in the future.

Com. Gregory asked about the floor plan that was included in the packet and the table/seat count.

Kruglyak noted that the plan just shows a general idea of what could be and not necessarily what they are proposing.

Com. Spunt asked again about the restaurant use.

Kruglyak reiterated that it will be by reservation only.

Com. Spunt asked about signage and whether that will indicate that it is a banquet facility.

Kruglyak noted that it will not; it will just say Epicure.

Com. Moodhe asked about what the Lake Cook Corridor Plan calls for on the site.

Binder indicated that the plan envisioned that the property would remain retail.

Com. Moodhe asked when Outback closed.

Binder indicated that it has been closed since 2015.

Com. Moodhe asked if other businesses have looked into using the space over the years, and if it is a difficult parcel to work with.

Binder noted that he believes that is the case.

Chairperson Weinstein thanked the petitioners for their responses to the standards.

Staff Report was entered into the record as Exhibit 1.

Kruglyak stated in closing that they are excited to become part of the community.

The public hearing was closed.

Chairperson Weinstein asked for a motion.

Com. Davis moved to recommend approval to the Village Board to allow the amendment to the Planned Unit Development and Preliminary Plan previously approved by Ordinance 1987-044 and modified by Ordinance 1993-082, with Variations to the Zoning Code, to allow Epicure Dining, LLC, to open and operate a banquet facility and restaurant use at 720 W Lake Cook Road, subject to the following conditions:

1. The banquet and restaurant facility shall be operated in substantial compliance with the business description and plans provided as part of this petition.
2. The Planned Unit Development is granted to Epicure Dining, LLC to operate a banquet and restaurant facility at 720 W Lake Cook Road, which shall not run with the land.
3. The Planned Unit Development Ordinance shall become null and void if the parking agreement between the 750 W Lake Cook Road property owner and Epicure Dining, LLC at 720 W Lake Cook Road is terminated.

4. The event size should not exceed the limitations of the available parking for the site.

Com. Spunt indicated that it will be nice to see this building revamped and reused after 10 years. He noted that there are plenty of people looking to rent out banquet facilities. He wished the petitioner good luck.

Com. Moodhe noted that based upon the menu, he thinks that the facility will fit into the neighborhood and will be successful.

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

AYES: 5 Mitchell Weinstein, Adam Moodhe, Marc Spunt, Jason Davis,
Chad Gregory

NAYS: 0 None

ABSENT: 4 Amy Au, Neil Worlikar, Sujat Saxena, Don Schwartz

Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

B. Approval of Draft Minutes of the June 18, 2025 Planning and Zoning Commission meeting.

Moved by Adam Moodhe, seconded by Marc Spunt to recommend approval. Upon voice vote, Commissioners voted as follows:

AYES: 5 Mitchell Weinstein, Adam Moodhe, Marc Spunt, Jason Davis,
Chad Gregory

NAYS: 0 None

ABSENT: 4 Amy Au, Neil Worlikar, Sujat Saxena, Don Schwartz

Motion declared Passed.

C. Chairperson's Report

None

D. Committee and Liaison Reports

None

E. Staff Report/Future Agenda Schedule

Deputy Director Purvis noted that the Commission will have meetings on July 16th and August 6th, and wished the Commissioners a Happy 4th of July.

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.

None

ADJOURNMENT

The meeting was adjourned at 8:29PM

DRAFT

Concerns Regarding Public Hearing for 727 Hastings

From Nancy Matan

Date Mon 6/30/2025 1:48 PM

To Andrew Binder <ABinder@vbg.org>

Cc Daniel Matan ; Stephanie Matan

Dear Andrew Binder and Members of the Village Board,

I am writing in regard to the upcoming public hearing for the property located at 727 Hastings this Wednesday. On behalf of The Matan Group, we would like to respectfully express our concerns about the proposed use of this facility as an HVAC school.

Currently, the parking lot is near full capacity with just the existing tenants, leaving very limited space for guests or overflow parking. Introducing a school would significantly increase traffic and demand for parking, which the property may not be able to accommodate during regular business hours (6 am to 4 pm Monday to Friday). We have no objection to evenings and weekends.

Additionally, there have been ongoing issues with traffic flow within the parking lot. Specifically, the designated entrance is frequently being used as an exit, creating a serious safety hazard at the back corners of the building. There have already been several near-miss incidents involving vehicles traveling in opposite directions. See the basic map showing the current signage, faded but still visible directional markings to reflect the current designated ingress and egress points. This needs to be addressed before the decision is made to increase traffic in the parking lot.

Given these existing concerns, we do not believe that this property is well-suited for a school of this nature. We appreciate your consideration and hope the board will take these safety and capacity issues into account during deliberations.



Sincerely,



Nancy Matan

PRIVILEGED AND CONFIDENTIAL: This communication, including any attachments, is for the sole use of addressee and may contain proprietary, confidential or privileged information. If you are not the intended recipient, please notify the sender immediately by return email, delete this communication and destroy all copies. Thank you.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 21, 2025

AGENDA ITEM 8.f. O-2025-83

Ordinance Approving a Right-of-Way Access Agreement with Level 3 Communications, LLC

Contacts

Liaison: Trustee Weidenfeld

Staff: Briget Schwab

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the execution of a right-of-way agreement with Level 3 Communications, 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. 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 - Level 3 Communications
2. DRAFT Buffalo Grove License Agreement - Level 3 with Exhibit A





ORDINANCE 2025-xxx

AN ORDINANCE APPROVING A RIGHT-OF-WAY ACCESS AGREEMENT WITH LEVEL 3 COMMUNICATIONS, 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 Level 3 Communications, 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 attached herein 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 ____ day of _____, 2025, by and between the Village of Buffalo Grove, an Illinois home rule municipal corporation ("Village"), and Level 3 Communications, 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 provides Telecommunications services and is 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, bond 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 with prior written notice to permittee; (2) upon not less than twenty days' prior written notice to the permittee, remove the subject facilities or equipment; or (3) after not less than thirty days' prior written 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, Licensors agree to provide Licensee with advance written notice of any third-party costs.

SECTION 5. INSURANCE

5.1 Licensee shall maintain insurance as required by Section 12.04.080 of the Village Code, include 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' negligent 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 or such additional time as the parties may mutually agree. 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 shall endeavor to contact Licensee by contacting NetworkOperationsCenter@lumen.com or 1-888-678-7070, in the event that Licensee is unable to respond to such emergency, the Village may relocate Licensee's facilities as reasonably necessary to divert the emergency, provided that the Village provides written notice to the Licensee reasonably soon thereafter. Licensee shall reimburse the Village for its actual and documented costs upon demand.

7.5 No Compensation.

Licensee waives any claim for compensation related to relocation or removal as it relates to the Village's request to relocate as provided for 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 in the event that Licensee fails to remove its facilities as provided for in this Section 8. 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 Except as provided for herein, Licensee shall not assign this Agreement without the Village's consent which shall not be unreasonably, withheld, conditioned or delayed. Notwithstanding any provision to the contrary contained in this Agreement, Licensee may assign this Agreement without the Village's consent to any Licensee Affiliates (as defined below). Any such assignee will have a similar right to assign this Agreement without the Village's consent to any of its own Licensee Affiliates. As used in this paragraph, "Licensee Affiliates" means: (a) any entity that controls, is controlled by or is under common control with Licensee; (b) any entity that purchases all or substantially all of Licensee's assets located Lake and/or Cook County; (c) any entity that acquires a majority of the equity interests in Licensee or a direct or indirect parent company of

Licensee; and (d) any newly created or surviving successor entity that results from a merger, reorganization or consolidation involving Licensee or any of its direct or indirect parent companies.

9.2 Where Licensee is required to secure the Village's consent to an assignment, 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 provided for in Section 10.1 above, 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 with prior written to the Licensee 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

Village of Buffalo Grove

50 Raupp Blvd

Buffalo Grove, IL 60089

If to Licensee:

Level 3 Communications, LLC

c/o Lumen Technologies, Inc.

931 14th Street

Denver, CO 80202

Attn: Network ROW

With a copy to:

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

Level 3 Communications, LLC

c/o Lumen Technologies, Inc.

931 14th Street

Denver, CO 80202

Attn: Network Legal

Network Contact:

NetworkOperationsCenter@lumen.com

1-888-678-7070

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

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. The emergency contact as of the execution of the Agreement is: NetworkOperationsCenter@lumen.com, 1-888-678-7070.

13.5.1

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, unless otherwise agreed by the Village Engineer.

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. 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.

13.15.5 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.

15.1.1.1 Notice to the Public

15.1.2 The utility may be required as reasonably directed by the Village Engineer at the time of permit issuance, to provide and distribute letters to residents or business owners anytime access will be affected to a home or business. They may also be required as reasonably directed by the Village Engineer at the time of permit issuance, 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.

15.1.3 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.

15.1.4 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:

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

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

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

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

15.1.4.5 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.)

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

15.1.4.7 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.)

15.1.5 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

LEVEL 3 COMMUNICATIONS, LLC

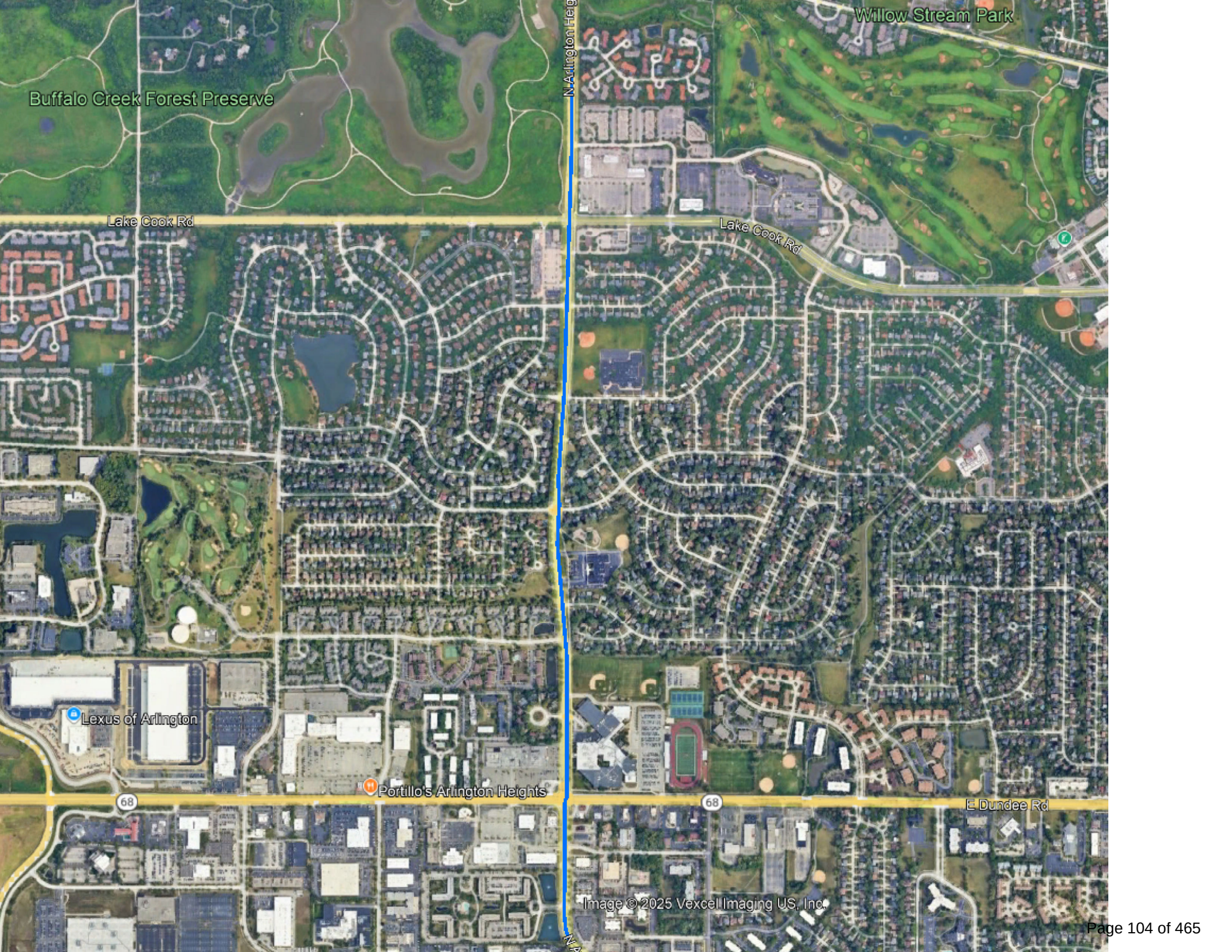
By: _____

Name: _____

Title: _____

EXHIBIT A

[Attach schematic or detailed description of licensed locations]





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 21, 2025

AGENDA ITEM 8.g. O-2025-84

Ordinance Approving an Amendment to the PUD and Preliminary Plan for Epicure Dining at 720 W Lake Cook Rd.

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 PUD and Preliminary Plan for Epicure Dining at 720 W Lake Cook 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

Goal 3: Strengthened Buffalo Grove community identity and pride

File Attachments

1. Memo - Epicure - 720 Lake Cook Rd
2. DRAFT Ordinance - Epicure - 720 Lake Cook Rd
3. DRAFT Ordinance - Exhibit B. Plan Set - 720 W Lake Cook Rd
4. DRAFT Ordinance - Exhibit C. Draft PZC Minutes - July 2, 2025

DATE: July 21, 2025

TO: Village Manager Dane Bragg

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

SUBJECT: 720 W Lake Cook Road - Amendment to the Planned Development,
Preliminary Plan, and a Parking Variation - Epicure Dining

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting an amendment to the Planned Unit Development and Preliminary Plan previously approved by Ordinance 1987-044 and modified by Ordinance 1993-082, with Variations to the Zoning Code, to allow Epicure Dining, LLC, to open and operate a banquet facility and restaurant use at 720 W Lake Cook Road, subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

Epicure Dining, LLC, requests approval for an amendment to the Planned Development and Preliminary Plan (Ordinance 1987-044, amended by 1993-082) and a parking variance to operate a banquet facility and restaurant at 720 W Lake Cook Road. The business is planning on retrofitting the existing space to offer a full-service restaurant and banquet space for events like weddings and corporate gatherings. While the restaurant is permitted, the banquet facility is not a permitted or Special Use in the B-1 District and is being requested as part of the Planned Unit Development amendment.

In 1987, the Village approved a plan for a 4,844-square-foot restaurant as part of a Planned Unit Development. In 1994, an amendment approved the construction of a 6,200-square-foot Outback Steakhouse, which is the current building on the site. It operated for 21 years before closing in 2015 and has remained vacant since then.

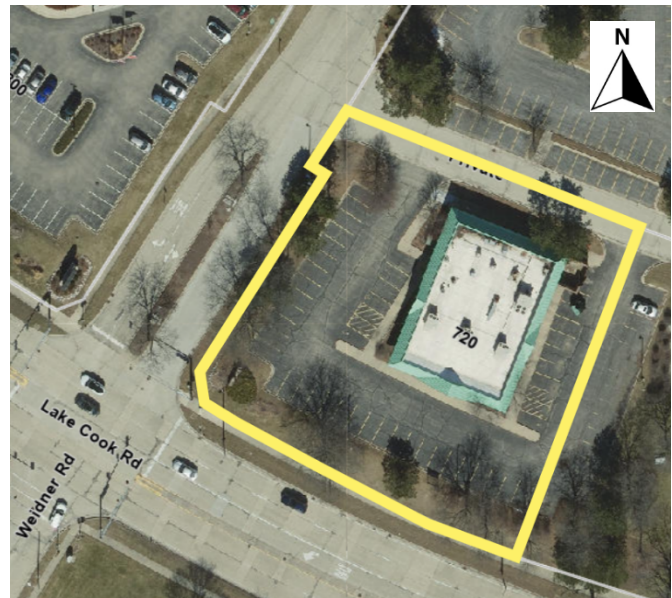


Figure 1: Subject Property

PLANNING & ZONING ANALYSIS

Proposed Use and Zoning

The proposed restaurant will be open from 12 PM to 11 PM, Monday to Thursday, by reservation only. Banquet events will occur Fridays through Sundays from 12 PM to 1:30 AM, with weekday events as needed. The petitioner has submitted a Safety and Security plan which will be reviewed as part of the liquor license application.

The property is located within the Lake Cook Corridor and is subject to the [Lake Cook Corridor Market Study and Plan](#) (LCCP), which was adopted in 2018 as a component of the Village's Comprehensive Plan.

The proposed use upholds LCCP's vision for this property to remain commercial/retail as well as LCCP's principles for creating identity and establishing place-making in the Corridor.

The subject property is located within the B-1 Zoning District. The Office and Research District borders the property to the north, Business Districts to the east and west, and R-5 One-Family Dwelling District across Lake Cook Road to the south.



Figure 2: LCCP

Although a PUD amendment is needed to allow the banquet, (restaurant is a permitted use in the B-1 District), the banquet facility use is reasonable expansion of the restaurant use in this location, especially if sufficient parking is provided, as explained below.

Elevations and Signage

The petitioner intends to add a 400-square-foot addition to the front of the building, enclosing the existing covered porch, which will bring the total floor area to 6,600 square feet. This new addition complies with the setback and landscape buffer requirements. The existing building will be renovated to reflect the prairie-style architecture. The existing brick façade and metal roof will be repainted, and new siding will be installed on the front gable.



Figure 3: Proposed Front Elevation

A new wall sign is proposed on the front elevation and the existing ground sign at the southwest corner of the site will be refaced along with the site renovations. The signage complies with code requirements.

Vehicular Access & Parking

Access to the site will continue to be provided via a private road that connects a full-access driveway at Weidner Road and a right-in/right-out driveway Lake Cook Road.

The site currently provides 62 parking stalls. A parking variation is needed as the code's restaurant parking minimum requires Epicure to have 66 spaces. Although the code does not provide a parking requirement specific to banquet facilities, KLOA's parking analysis estimates that a total of 75 spaces are needed for the proposed banquet and restaurant use (63 guest spaces and 12 employees).

To bridge the gap, Hamilton Partners, who owns the building and parking lot north of the site at 750 W Lake Cook Road, have agreed to allow Epicure to use 14 additional parking stalls on their site. This will bring the available spaces to 76, allowing for sufficient parking.

The proposed conditions for approval include Hamilton's parking agreement and limiting the event parking to the those spaces on site and allowed via parking agreement with neighboring property owners.

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 the amendment to the Planned Unit Development and Preliminary Plan previously approved by Ordinance 1987-044 and modified by Ordinance 1993-082, along with a parking variation, to allow Epicure Dining, LLC, to open and operate a banquet facility and restaurant use at 720 W Lake Cook Road, subject to the following conditions. It should be noted that the final condition has been slightly modified for clarity.

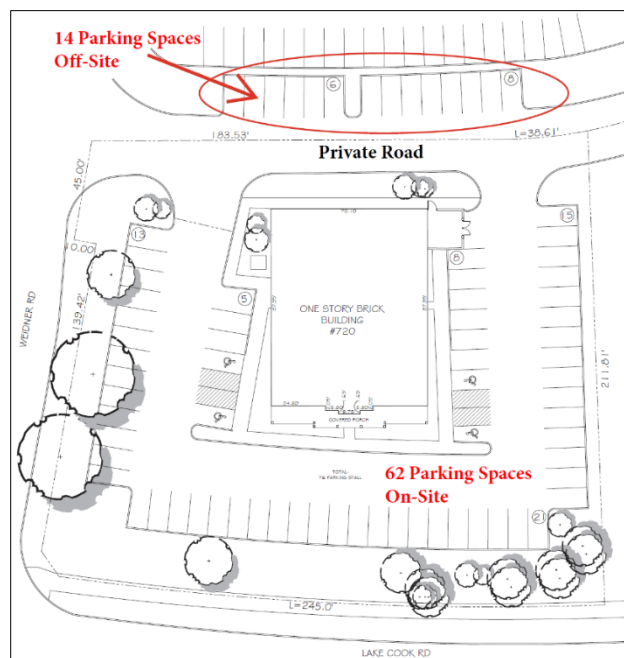


Figure 4: Site Plan with Parking

1. The banquet and restaurant facility shall be operated in substantial compliance with the business description and plans provided as part of this petition.
2. The Planned Unit Development is granted to Epicure Dining, LLC to operate a banquet and restaurant facility at 720 W Lake Cook Road, which shall not run with the land.
3. The Planned Unit Development Ordinance shall become null and void if the parking agreement between the 750 W Lake Cook Road property owner and Epicure Dining, LLC at 720 W Lake Cook Road is terminated.
4. Event parking shall be limited to on site and those spaces allowed via parking agreement with neighboring property owners.



ORDINANCE 2025-xxx

AN ORDINANCE APPROVING AN AMENDMENT TO THE PLANNED UNIT DEVELOPMENT AND PRELIMINARY PLAN APPROVED BY ORDINANCE NO. 87-44 AND MODIFIED BY ORDINANCE NO. 93-82, WITH A ZONING VARIATION FOR 720 W LAKE COOK ROAD

Epicure Dining, LLC
720 W Lake Cook Rd

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

WHEREAS 720 W Lake Cook Road, Buffalo Grove, IL ("Property") is a 1.1-acre site in the B-1 Business District which is currently vacant, improved with a stand-alone restaurant building and surface parking lot and is hereinafter legally described in Exhibit A; and

WHEREAS Epicure Dining, LLC, ("Petitioner") has filed a petition, to open and operate a 6,600 square foot banquet facility and restaurant use at 720 W Lake Cook Road on the Property, and is requesting the following approvals:

1. An amendment to the Planned Unit Development and Preliminary Plan previously approved by Ordinance 1987-044 and modified by Ordinance 1993-082; and,
2. To be permitted to operate a banquet facility,
3. The following Variation from the Zoning Code:
 - a. Section 17.36.040 to allow fewer parking spaces than are required for an eating and drinking establishment; and

WHEREAS the Planning & Zoning Commission held a public hearing on July 2, 2025, concerning the request; and

WHEREAS the Planning & Zoning Commission made findings and determined that the testimony and exhibits presented by the Petitioner at the public hearing demonstrated support for the requested development as set forth in the minutes attached hereto as Exhibit C; and

WHEREAS the Planning & Zoning Commission voted 5-0 to recommend approval of the requested amendment to the Planned Unit Development and Preliminary Plan approved by Ordinance 1987-44, as modified by Ordinance 1993-82, with a zoning variation; and

WHEREAS the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested amendment to the Planned Unit Development and Preliminary Plan with a zoning variation is reasonable and will serve the best interests of the Village; and

WHEREAS the proposed Epicure Dining Banquet and Restaurant 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 July 2, 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 amendment to the Planned Unit Development and Preliminary Plan previously approved by Ordinance 1987-044 and modified by Ordinance 1993-082, with a Variation to the Zoning Code, to allow Epicure Dining, LLC, to open and operate a banquet facility and restaurant at 720 W Lake Cook Road, subject to the following conditions:

1. The banquet and restaurant facility shall be operated in substantial compliance with the business description and plans provided as part of this petition.
2. The Planned Unit Development approval is granted to Epicure Dining, LLC to operate a banquet and restaurant facility at 720 W Lake Cook Road, which shall not run with the land.
3. The Planned Unit Development Ordinance shall become null and void if the parking agreement between the 750 W Lake Cook Road property owner and Epicure Dining, LLC at 720 W Lake Cook Road is terminated.
4. Event parking shall be limited to on site and those spaces allowed via parking agreement with neighboring property owners.

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

Page 2 of 5

smart. with heart.

50 Raupp Blvd, Buffalo Grove, IL 60089 📞 847-459-2500 🌐 vbg.org

Legal Description
Epicure Dining, LLC
720 W Lake Cook Rd

SUBJECT PROPERTY COMMON ADDRESS: 720 W Lake Cook Road, Buffalo Grove, IL 60089

PARCEL INDEX NUMBERS: 03-05-100-023-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOT 1 IN BUFFALO GROVE BUSINESS PARK UNIT 8, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS AND DRIVEWAY PURPOSES THROUGH LOT 2 IN BUFFALO GROVE BUSINESS PARK UNIT 9 AS CREATED BY SECOND AMENDMENT TO BUFFALO GROVE BUSINESS PARK DECLARATION OF ROAD EASEMENT DATED JANUARY 27, 1994 AND RECORDED FEBRUARY 2, 1994 AS DOCUMENT 94110519 BY AND AMONG THE RIGGS NATIONAL BANK OF WASHINGTON D.C.; FREEDOM I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP; FREEDOM II LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP; AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1992 AND KNOWN AS TRUST NO. 11510-08 AND STATE STREET BANK AND TRUST COMPANY, A MASSACHUSETTS BANKING CORPORATION, AS TRUSTEE UNDER THAT CERTAIN POOLING AND SERVICING AGREEMENT DATED AS OF DECEMBER 1, 1993 FOR CBA MORTGAGE PASS-THROUGH CERTIFICATE SERIES 1993-C1 (AS ASSIGNEE OF CBA CONDUIT, INC., A DELAWARE CORPORATION (SUCH DOCUMENT AMENDING THE BUFFALO GROVE BUSINESS PARK DECLARATION OF ROAD EASEMENT, DATED AUGUST 5, 1989 AND RECORDED DECEMBER 4, 1989 AS DOCUMENT 89756281 AS AMENDED BY AMENDMENT TO BUFFALO GROVE BUSINESS PARK DECLARATION OF ROAD EASEMENT, DATED NOVEMBER 12, 1992 AND RECORDED AS DOCUMENT 93797080).

PARCEL 3:

EXCLUSIVE EASEMENT (SUBJECT ONLY TO EQUAL RIGHTS OF USAGE FOR GRANTOR) FOR THE BENEFIT OF PARCEL 1 FOR THE SOLE PURPOSE OF CONSTRUCTING AND MAINTAINING 30 PARKING SPACES FOR RESTAURANT PATRONS OF GRANTEE'S SUCCESSOR TO PARK THEIR AUTOMOBILES AND A NON-EXCLUSIVE EASEMENT FOR THE SOLE PURPOSE OF PERMITTING RESTAURANT PATRONS TO PARK THEIR AUTOMOBILES IN NOT MORE THAN 11 PARKING SPACES AS CREATED BY EASEMENT AGREEMENT DATED JANUARY 27, 1994 AND RECORDED FEBRUARY 2, 1994 AS DOCUMENT 94110518 BY AND BETWEEN RIGGS NATIONAL BANK OF WASHINGTON D.C. AND FREEDOM I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 TO USE 9 PARKING SPACES AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN FREEDOM TWO LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AND OUTBACK STEAKHOUSE OF FLORIDA, INC., A FLORIDA CORPORATION DATED JANUARY 27, 1994 AND RECORDED FEBRUARY 2, 1994 AS DOCUMENT 94110521, OVER LOT 1 IN BUFFALO GROVE BUSINESS PARK UNIT 10, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK, SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK AND THIRD AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK, WHICH DECLARATION AND AMENDMENTS WERE RECORDED IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 89576281, AND IN LAKE COUNTY, ILLINOIS AS DOCUMENT NUMBERS 2251413, 2267866, 2268521 AND 2586030, FOR INGRESS, EGRESS AND DRIVEWAY PURPOSES, OVER THE FOLLOWING DESCRIBED LAND:

(A) THAT PORTION OF LOT 2 IN BUFFALO GROVE BUSINESS PARK UNIT 9 RECORDED AS DOCUMENT NUMBER 88504177 DESCRIBED IN SAID THIRD AMENDMENT TO DECLARATION AS EASEMENT PREMISES "A".

(B) THAT PORTION OF LOT 1 IN BUFFALO GROVE BUSINESS PARK UNIT 10 RECORDED AS DOCUMENT NUMBER 88504178 DESCRIBED IN SAID THIRD AMENDMENT TO DECLARATION AS EASEMENT PREMISES "B".

EXHIBIT B

Plan Set
Epicure Dining, LLC
720 W Lake Cook Rd

DRAFT

EXHIBIT C

Draft Minutes from July 2, 2025, Planning & Zoning Commission Meeting
Epicure Dining, LLC
720 W Lake Cook Rd

DRAFT

Epicure Dining Business Plan

Business Name: Epicure Dining

Address: 720 W Lake Cook Rd, Buffalo Grove, IL 60089

Executive Summary

Epicure Dining is set to address a distinct gap in the suburban Chicago market for an international family-friendly restaurant, banquet hall, and event space that caters to diverse cultural communities. With a focus on Ukrainian, Russian, American, Polish, German, Hispanic, and other global cuisines, Epicure aims to create an inclusive dining experience that celebrates community, culture, and culinary excellence.

Our restaurant and event space will offer a variety of catering options, making it the ideal location for intimate family gatherings, corporate events, weddings, and large-scale celebrations. Our diverse menu and customizable event services will cater to the rich cultural tapestry of the Chicago area, focusing on authentic international flavors and locally sourced ingredients.

Target Demographics

The Chicago metropolitan area is home to a large and diverse population with significant communities from Eastern Europe, Latin America, and other parts of the world. Specifically:

- **Polish Community:** Over 2.5 million individuals of Polish descent reside in the Chicago area. Suburban communities such as Mount Prospect, Arlington Heights, and Park Ridge have a high concentration of Polish Americans, who are active in local business, culture, and politics.
- **Eastern European Communities:** Chicago is also home to more than 300,000 residents from the former USSR, including around 45,000 Ukrainian Americans. These communities have become increasingly dispersed, with a concentration in Cook, Du Page, and Lake Counties.

Epicure aims to attract these vibrant communities, along with other international groups, to experience a diverse culinary offering and celebrate their rich cultural heritage.

The Epicure Experience

At **Epicure**, we believe every gathering should be a celebration. Whether for a milestone personal event or a corporate function, we will offer a range of services that ensure each

occasion is memorable. Our experienced catering team will collaborate with clients to craft personalized menus, while our event coordinators will arrange entertainment and décor that reflect cultural preferences.

Our space will cater to diverse cultural traditions, providing a welcoming atmosphere for any celebration—be it a family gathering, a professional meeting, or a wedding. We believe in creating a warm, inclusive space where everyone feels at home.

Culinary Offerings

Epicure will offer a wide array of menu options to satisfy every palate, from elegant formal dinners to casual brunches. Dishes will feature a mix of international and American flavors, with special emphasis on dishes from Eastern Europe and other regions. Clients can customize menus to suit their preferences, with a focus on fresh, local ingredients and unique international recipes.

Signature Dishes:

- **Borscht**
- **Chicken Kiev**
- **Grilled Salmon**
- **Tuna Salad**
- **Rack of Lamb**
- **Blintzes with Caviar**
- **Lobster Ravioli**
- **Arugula Salad**
- **Stuffed Peppers**
- **Pierogi**
- **Goulash**

Additionally, Epicure will feature creative table setups and gourmet coffee service to add special touches to every event.

Payment Methods

Epicure will accept a variety of payment options, including:

- Cash
- Checks
- All major credit cards

Licensing

Epicure Dining will be fully licensed to serve alcohol and will file articles of incorporation with the Illinois Secretary of State to ensure legal compliance.

Advertising & Marketing Strategy

To build brand awareness and attract customers, we will implement a multi-channel marketing strategy:

1. **Social Media Marketing**

Platforms: Instagram, Facebook, TikTok

Content: Showcase dishes, events, and restaurant ambiance, engage with followers through behind-the-scenes content, chef features, and customer stories.

2. **Influencer Partnerships**

Partner with local food bloggers and influencers to host tasting events, review menu items, and promote Epicure on social media.

3. **Launch Events**

Host a grand opening with special promotions, live music, and free samples to attract a crowd. Offer exclusive discounts to attendees.

4. **Local Advertising**

Advertise in local newspapers, magazines, and community bulletins. Use direct mail campaigns to target nearby residents.

5. **Online Listings**

List Epicure on Google My Business, Yelp, TripAdvisor, and other relevant online platforms for visibility.

6. **Promotions & Discounts**

Offer opening-week discounts, happy hour specials, and loyalty programs to build a customer base.

7. **Email Marketing**

Build an email list through our website and in-person sign-ups. Send regular newsletters with updates, offers, and event announcements.

8. **Collaborations with Local Businesses**

Partner with neighboring businesses for cross-promotions or joint events to increase visibility.

9. **Website & SEO**

Develop a user-friendly website with an online menu, reservation options, and contact details. Optimize the website for local search to drive traffic.

10. **Customer Engagement**

Encourage diners to share their experiences on social media using a branded hashtag or by tagging Epicure Dining. Incentivize online reviews and feedback.

Projected Hours of Operation

Epicure Dining operates with tailored hours to accommodate both regular dining and special events. Lunch and dinner service is available by request from Monday to Thursday, 12:00 PM to 11:00 PM. For banquets and special occasions, the venue extends its hours on Fridays, Saturdays, and Sundays from 12:00 PM to 2:00 AM, offering flexibility for brunches, receptions, and late-night gatherings.

Startup Budget

The startup budget will cover essential initial expenses, including:

- **Remodeling:** Interior renovations, plumbing, electrical work, flooring, etc.
 - **Major Equipment:** New kitchen range, coffee machines, refrigerators, freezers, and other commercial equipment.
 - **Furniture & Fixtures:** Tables, chairs, silverware, and other dining essentials.
 - **Video Surveillance:** For security.
 - **Utility Deposits:** Initial costs for water, gas, electricity, etc.
 - **Legal & Professional Fees:** To establish the business and ensure compliance.
 - **Insurance:** General liability and property insurance.
 - **Advertising & Promotions:** Initial marketing push.
 - **Salaries and Wages:** Staff compensation during the pre-opening period.
-

Organizational Staffing

To run Epicure successfully, we will hire qualified staff and provide ongoing training. Key positions will include:

- **Food Runners**
- **Sous Chef**
- **Dishwashers**
- **Prep Cooks**
- **Host/Hostess**
- **Servers**
- **Line Cooks**
- **Kitchen Manager**
- **Executive Chef**

Each role will play an important part in creating an efficient and customer-focused experience.

Giving Back to the Community

Epicure is dedicated to supporting the local community. In addition to providing employment opportunities, we will host monthly cultural and social events, such as dance classes for senior citizens, community art exhibitions, and food festivals. These programs aim to connect with families in need, foster diversity, and contribute to the well-being of our neighbors.

We believe in creating a dining experience that not only satisfies the palate but also strengthens the bonds within our community. Through partnerships with local organizations and cultural groups, Epicure Dining will become a place where both locals and visitors feel welcomed, celebrated, and at home.

Conclusion

Epicure Dining will be more than just a restaurant—it will be a gathering space that embraces the diversity of the Chicago area. By offering exceptional food, customized services, and a welcoming atmosphere, we aim to become a cultural hub and a top choice for dining, events, and celebrations. Through thoughtful planning, community engagement, and a commitment to excellence, Epicure Dining will create memorable experiences for all who walk through our doors.

Epicure Dining operates with tailored hours to accommodate both regular dining and special events. Lunch and dinner service is available by request from Monday to Thursday, 12:00 PM to 11:00 PM. For banquets and special occasions, the venue extends its hours on Fridays, Saturdays, and Sundays from 12:00 PM to 2:00 AM, offering flexibility for brunches, receptions, and late-night gatherings.

The venue also provides customizable hours for conferences, private dinners, and meetings, which can be arranged through advanced reservations.

Staffing at Epicure Dining is strategically aligned with service demands. During setup and preparation, approximately 12 employees—a combination of kitchen and service staff—are scheduled based on guest reservations for the day. Staffing is flexible and scales with event needs. Interestingly, kitchen staffing is reduced during peak event times to streamline operations and maintain efficiency.

Due to current parking limitations, the restaurant and banquet facility is designed to accommodate a maximum capacity of 175 people, including staff. This allows for 165 guests and 8 to 10 employees on-site simultaneously.

PLANNED UNIT DEVELOPMENT STANDARDS

In addition to the special use standards, all planned unit developments shall meet the following general standards:

1. Have the minimum areas as set forth in [Section 17.16.060](#).

Response:

Epicure Dining is located within the appropriate zoning district, specifically the B-1 Business District, Limited Retail, which has a minimum area requirement of 1 acre. The property meets and exceeds this minimum requirement, ensuring that the site is adequately sized for the proposed use. Additionally, the site plan takes into account the surrounding zoning districts, and in cases where the restaurant's property abuts or is directly across from similarly zoned areas, those areas have been considered in the overall land calculations. This ensures that the site complies with the minimum area requirements and remains consistent with the intended use of the surrounding zoning districts.

2. The uses permitted in such development are not of such a nature or so located as to exercise an undue detrimental influence or effect upon the surrounding neighborhood;

Response:

Epicure Dining will complement the surrounding neighborhood, offering a dining experience that aligns with the area's character and enhances the community. The nature of the restaurant's use—moderate in size and scale—will not place undue pressure on local resources or negatively impact the quality of life for neighboring residents. It is strategically located to ensure minimal disruption, with careful attention to noise control, traffic management, and waste disposal.

3. The plan effectively treats the developmental possibilities of the subject property, making appropriate provisions for the preservation of streams, wooded areas, scenic views, floodplain areas, and similar physical features;

Response:

Epicure Dining development plan has been carefully designed. Efforts have been made to minimize the impact on the environment by incorporating sustainable design. Any floodplain areas have been carefully considered in the layout, with drainage and stormwater management solutions that will prevent any disruption to natural water flow. Landscaping and screening will enhance the aesthetic appeal of the site while maintaining the integrity of the surrounding environment. The plan ensures that the development harmonizes with the natural landscape, safeguarding the area's ecological value and scenic beauty for future generations.



4. All requirements pertaining to commercial, residential, institutional or other uses established in the planned unit development conform to the requirements for each individual classification as established elsewhere in this Title, except as may be specifically varied for the proper planning of the planned unit development;

Response:

Epicure Dining conforms to all applicable requirements set forth for commercial uses within the planned unit development (PUD), as outlined in the zoning regulations. The development adheres to the specific guidelines for building size, setbacks, parking, and landscaping that apply to commercial establishments in the area. Any variations from the standard requirements have been carefully considered to ensure that they are necessary for the proper planning and functionality of the PUD. These adjustments are designed to enhance the overall planning of the site while maintaining compatibility with the surrounding residential and commercial uses. In all respects, the restaurant meets the standards for its classification and contributes positively to the development's cohesive design.

5. The Planning and Zoning Commission shall determine that the area and width of the lot shall be sufficient for the proposed use, and that the development of the property in the proposed manner creates no outlots which will be difficult to develop in an appropriate manner.

Response:

Epicure Dining will be located on a lot with sufficient area and width to accommodate the intended use while meeting all necessary zoning and planning requirements. The size and layout of the property allow for the proper development of the restaurant, with ample space for parking, landscaping, and building placement. The development has been designed in such a way that it will not result in the creation of any leftover outlots or irregular spaces that would be difficult to develop in the future. The property is shaped and sized to ensure that all portions of the lot can be effectively utilized, maintaining the overall integrity and functionality of the site for current and future development needs.

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:

Epicure Dining will serve the public convenience by providing a much-needed dining option in the area, catering to local residents and visitors alike. It will offer a variety of meals, contributing to the local economy and creating a social hub for the community. The operation of the restaurant will not be detrimental to public health, safety, or general welfare, as it will adhere to all local zoning laws, health codes, and safety regulations. Measures will be in place to manage traffic flow, prevent noise disturbances, and ensure waste disposal meets environmental standards. Additionally, the restaurant will provide sufficient parking, maintaining a safe environment for both customers and pedestrians. Overall, the restaurant will enhance the community's quality of life without posing any risk to public well-being.

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 location and size of the proposed restaurant are well-suited to the subject property, which is large enough to accommodate the operation without overwhelming the surrounding area. The nature and intensity of the restaurant's operation will be consistent with the character of the district, offering a moderate dining experience that complements the neighborhood's existing businesses and residential spaces. The site is strategically located with easy access to major streets, ensuring smooth traffic flow and minimizing congestion. The restaurant's design and scale are compatible with the surrounding development, maintaining harmony with the district's aesthetic and contributing to its overall orderly growth.

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:

Epicure Dining will not be injurious to the use and enjoyment of nearby properties, as it is designed to complement the existing character of the area. The restaurant's operation will not create

disruptive noise, odors, or excessive traffic that could negatively affect the neighboring properties. Additionally, the establishment will adhere to all zoning regulations, ensuring that its presence enhances the neighborhood rather than detracts from it. Rather than diminishing property values, the restaurant is expected to positively contribute to the area by attracting customers, improving the local economy, and potentially increasing demand for nearby properties. Overall, the restaurant will be a positive addition to the community without negatively impacting neighboring 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 restaurant building are thoughtfully designed to fit seamlessly within the zoning district and will not impede or discourage the development of adjacent land and properties. The structure is appropriately scaled to complement the surrounding area, ensuring that it does not block views, create unnecessary traffic congestion, or disrupt the flow of development in the district. Additionally, the restaurant's design and operation are in alignment with the zoning regulations, allowing for future growth and development of neighboring properties without hindrance. The establishment will enhance the area by providing a quality service while leaving ample opportunity for further development in accordance with the zoning district's intended use.

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

Response:

Adequate utilities, access roads, drainage, and other necessary facilities have been carefully planned to support the restaurant's operation and ensure minimal impact on the surrounding area. The restaurant will be connected to existing municipal water, sewer, and electrical systems, with all necessary upgrades to accommodate the business. Access roads will be designed for smooth traffic flow, and parking will be sufficient for both customers and staff. A comprehensive drainage plan has been developed to prevent any runoff or flooding issues, ensuring that the site remains environmentally responsible. These infrastructure improvements will be implemented prior to the restaurant's opening, guaranteeing that all essential services are in place to support the establishment and its integration into the community.

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 area for the restaurant will accommodate the expected volume of customers and staff, with ample space to ensure smooth flow and prevent congestion. The parking lot is strategically located on the property to minimize any impact on surrounding areas. The entrance and exit driveways will be carefully planned to provide safe and efficient access, with clear signage and design elements to direct traffic flow and reduce potential hazards. These measures will prevent traffic disruptions and minimize the risk of accidents, ensuring that the restaurant's parking facilities integrate seamlessly with the surrounding neighborhood and public streets.

During your testimony at the Public Hearing, you need to testify and present your case for the variance by addressing the three (3) Variation Standards listed below:

Criteria for Zoning Variation.

- A. The regulations of this Title shall not be varied unless findings of fact are made based upon evidence presented at the hearing that:
1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations of the zoning district in which it is located except in the case of residential zoning districts:

Response:

Our proposed restaurant and banquet hall at 720 W Lake Cook Rd, Buffalo Grove, IL 60089, is specifically designed to address a distinct gap in the suburban Chicago market for an international family-friendly restaurant, banquet hall, and event space that caters to diverse cultural communities.

If the current zoning regulations do not permit a full-service restaurant and banquet hall, the property would be unable to achieve a reasonable return. The plan explicitly states that the restaurant and event space will offer a variety of catering options, making it the ideal location for intimate family gatherings, corporate events, weddings, and large-scale celebrations.

Without the necessary zoning variance to operate as a restaurant and banquet hall, the property would be unable to meet a clear and growing market demand. The target demographics—diverse and culturally rich communities—are increasingly dispersed, with significant concentrations in Cook, DuPage, and Lake Counties. Epicure seeks to become a central destination for these communities, offering a vibrant culinary experience and a venue to celebrate their cultural traditions. The zoning variance is essential to unlock this opportunity and fulfill a demonstrated regional need.

If restricted to less comprehensive uses allowed by existing zoning, the property's potential for generating substantial revenue and serving the community as envisioned in the business plan would be severely limited, thus preventing a reasonable return on investment.

2. The plight of the owner is due to unique circumstances:

Response:

Our request for this variation stems from circumstances specific to our property, not a desire to circumvent general zoning regulations.

- **Existing Building Constraints:** The existing structure on the property has an architectural design and interior layout that makes it exceptionally well-suited for a restaurant and banquet hall, requiring minimal structural changes. Reconfiguring it for other permitted uses would necessitate costly and extensive demolition and reconstruction, effectively making it economically unfeasible.

- **Lot Size:** Currently, Epicure Dining has 61 dedicated parking spaces; however, the village zoning code stipulates a requirement of 62 stalls for eating and dining establishments. To fully address and surpass this requirement, we have successfully secured a formal agreement with Hamilton Partners. This agreement grants us access to an additional 14 parking spots conveniently located at the rear of the building. This combined arrangement provides Epicure Dining with a total of 75 available parking spaces (61 dedicated + 14 supplemental), which is more than sufficient to not only meet but substantially exceed the village's parking requirements.
- **Proximity to Commercial Hub/Limited Residential Appeal:** While some adjacent areas might be residential, our property is uniquely situated in a commercial corridor, and major roads, and makes this suitable for a community-serving business like a restaurant/banquet hall that can capitalize on higher traffic counts.

3. The proposed variation will not alter the essential character of the neighborhood:

Response:

We believe that the proposed restaurant and banquet hall will not alter the essential character of the neighborhood; in fact, it will complement and enhance the current building.

- **Aesthetic Compatibility:** Our plans include a prairie style look. We have designed the building's exterior and lighting to be tasteful and blend seamlessly with the existing streetscape, avoiding any stark or contrasting appearances.
- **Traffic and Parking Management:** We have conducted a traffic study and have enough dedicated parking spaces on-site, which we believe will be sufficient for our projected capacity. We have also considered off-peak hours and potential ride-sharing options to mitigate any parking or traffic concerns for residents. Our operations will be designed to minimize any impact on local traffic flow.
- **Community Benefit:** Rather than altering the character, our establishment will provide a valuable community amenity, offering a much-needed venue for local events, celebrations, and dining experiences, potentially reducing the need for residents to travel outside the village for such services. We anticipate contributing positively to local economic activity and fostering a sense of community.
- **Maintaining Property Values:** We have ensured that our design and operational plan are of high quality, which we anticipate will enhance property values in the vicinity, rather than detract from them. Our aim is to be a welcome and harmonious addition to the Buffalo Grove community and family.

MEMORANDUM TO: Olga Karvatskaya
Epicure Dining

FROM: Brendan May, PE, PTOE
Principal

Luay Aboona, PE, PTOE
Principal

DATE: February 14, 2025

SUBJECT: Traffic and Parking Impact Statement
Epicure Dining Banquet Hall
Buffalo Grove, Illinois

This memorandum presents the findings of a summary traffic and parking evaluation conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed Epicure Dining Banquet Hall to be located at 720 W. Lake Cook Road in Buffalo Grove, Illinois. The purpose of this study is to document the existing roadway conditions, estimate the peak hour trips to be generated by the facility, compare the trips generated to the previously use on site, and evaluate the adequacy of the proposed access drives and parking supply.

Proposed Development

The development site is located at 720 W. Lake Cook Road which occupies the northeast corner of the intersection of Lake Cook Road and Weidner Road in Buffalo Grove, Illinois. As proposed, the existing approximately 6,200 square-foot building will be repurposed to contain a 175-seat banquet facility with eight to twelve employees. Hours of operation of the banquet facility will be from 7:00 P.M. to 12:00 A.M. on Friday, 7:00 P.M. to 2:00 A.M. on Saturday, and from 2:00 P.M. to 6:00 P.M. on Sunday. The facility will not be open the rest of the week. Access to the site will continue to be provided via two full movement access drives on the east-west circulation road connecting Weidner Road to Lake Cook Road. Parking for the site will be accommodated by the existing 76 parking spaces serving the site. A copy of the site plan is included in the Appendix.

Existing Roadway Characteristics

Lake Cook Road is an east-west principal arterial roadway that generally provides two travel lanes in each direction, at its signalized intersection with Weidner Road, Lake Cook Road provides an exclusive left-turn lane, a through lane, and a shared through/right-turn lane on the eastbound and westbound approaches. Lake Cook Road is under the jurisdiction of the Cook County Department of Transportation and Highways and carries an annual average daily traffic (AATD) volume of 29,400 vehicles (IDOT 2022).

Weidner Road is generally a north-south local roadway that provides a single travel lane in each direction. At its signalized intersection with Lake Cook Road, Weidner Road provides an exclusive left-turn lane and a shared through/right-turn lane on the northbound and southbound approaches. Weidner Road is under the jurisdiction of the Village of Buffalo Grove.

Estimated Vehicle Trip Generation and Comparison

The volume of traffic estimated to be generated by the proposed facility was based on the proposed 175 seats proposed. Based on KLOA, Inc's past experience with banquet facilities, the typical vehicle occupancy (on average) is 2.5 people per vehicle with approximately 10 percent of attendees utilizing other means of transportation such as taxi, uber, lyft, etc. Therefore, it is anticipated that 7 vehicle trips will be generated by ridesharing vehicles and 63 trips generated by personal vehicles and that all of these vehicles will arrive in the hour leading up to the start of an event at the facility.

The trips estimated to be generated by the banquet facility were compared to the trips generated by the former use of the site as a restaurant based on information published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual* 11th Edition. For the purposes of this comparison Land-Use Code 932 High-Turnover Sit-Down Restaurant was utilized. **Table 1** summarizes the estimated vehicle trip generation and comparison. As can be seen from Table 1, the proposed banquet facility is anticipated to generate less trips than the existing use of the site as a restaurant.

Table 1
SITE-GENERATED TRIP ESTIMATE COMPARISON

ITE Land-Use Code	Type/Size	Weekday Evening Peak Hour		
		In	Out	Total
	Personal Vehicle Trips	63	0	63
	Drop-Off/Pick-Up Trips	7	7	14
	Banquet Facility Total	70	7	77
932	High-Turnover (Sit-Down) Restaurant (6,200 s.f.)	52	49	101
	Difference	+18	-42	-24

Access Evaluation

Access to the site is provided via two full movement access drives off a circulation roadway that connects Weidner Road with Lake Cook Road. The circulation roadway has a right-in/right-out intersection with Lake Cook Road and a full movement access drive with Weidner Road. As previously indicated, Weidner Road has a signalized intersection with Lake Cook Road. This access system will be adequate to serve the proposed banquet facility due to the following:

- The banquet facility is open in the late evening and on weekends when the traffic volumes along Lake Cook Road are much lower than the weekday morning and evening peak hour of commuter traffic.
- The signalized intersection of Weidner Road with Lake Cook Road serves various other general office, medical office, restaurant, and hospitality land-uses that are not open at the same time as the proposed facility.
- The proposed access system provides efficient and flexible access with multiple means of ingress and egress to Lake Cook Road.

Parking Evaluation

The parking demand for the proposed development was estimated based on the Village of Buffalo Grove Zoning Ordinance and data provided from Epicure Dining

Village of Buffalo Grove Parking Requirements

The Village of Buffalo Grove Zoning Ordinance requires that parking for eating and drinking establishments provide parking at a ratio of one parking space per 100 square-feet. With an approximately 6,200 square-foot building, a total of 62 parking space is required. Therefore, the existing 76 parking spaces meets the Village of Buffalo Grove Zoning Ordinance.

Estimated Parking Demand

As previously indicated, the banquet facility will have a total of 175 seats. Based on KLOA, Inc's past experience with banquet facilities, the typical vehicle occupancy (on average) is 2.5 people per vehicle with approximately 10 percent of attendees utilizing other means of transportation such as taxi, uber, lyft, etc. Therefore, the anticipated parking demand for guests of the proposed facility for a peak event will be 63 spaces. With up to 12 employees, the total estimated parking demand will be 75 spaces. Therefore, the 76 parking spaces can accommodate the estimated parking demand for a peak event. However, it should be noted that the parking spaces located on the north side of the circulation roadway should be utilized by employees of the facility so that the parking spaces proximate to the building are available for guests.

Conclusion

Based on the proposed development plan and the preceding evaluation, the following conclusions and recommendations are made:

- The traffic to be generated by the proposed banquet facility will not have a significant impact on the surrounding roadway network.
- The peak hour traffic estimated to be generated by the banquet facility is less than the traffic estimated to be generated by the parcel as a restaurant land-use.
- The access system as proposed will be adequate in accommodating the future traffic volumes given that:
 - The banquet facility is open in the late evening and on weekends when the traffic volumes along Lake Cook Road are much less than the weekday morning and evening peak hour of commuter traffic.
 - The signalized intersection of Weidner Road with Lake Cook Road serves various other general office, medical office, restaurant, and hospitality land-uses that are not open at the same time as the proposed facility.
 - The proposed access system provides efficient and flexible access with multiple means of ingress and egress to Lake Cook Road.
- The proposed facility will have 76 parking spaces which will meet the parking requirements per the Village of Buffalo Grove Zoning Ordinance and can accommodate a peak event based on KLOA, Inc.'s experience with similar facilities.

Appendix

HAMILTON PARTNERS, INC.
1130 Lake Cook Road, #190
Buffalo Grove, IL 60089
P (847) 459-9225
F (847) 459-8918

June 11, 2025

Mr. Kon Kruglyak
Epicure Dining

RE: 720 W. LAKE COOK ROAD

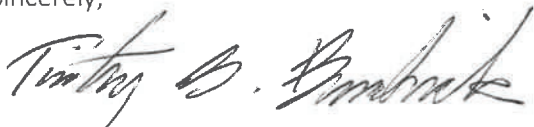
Dear Mr. Kruglyak,

Based on your input and per your previous emails submitted to our office, it is our understanding that you are seeking permits from the Village of Buffalo Grove for the renovation of the above captioned property which will, upon completion, be used as a "sit down" restaurant use with such use to include banquet use. This use would not include "fast food" use nor would it include a "social encounter" restaurant or bar which is designed and operated primarily for mixing, mingling and social encounters such as "singles bars".

Based on the above conditions, you have provided the attached site plan depicting 14 parking stalls located just north of your northern property line and contained within the boundary of the 750 Lake Cook Road building property. Ownership of the 750 Lake Cook Road property hereby acknowledges that contingent upon the use of the 720 building property as defined above, patrons of the restaurant are entitled to the use of these parking stalls located north of your northern property line as depicted on the enclosed drawing.

Given that the property is within the Buffalo Grove Business Park, John Stevens, our property manager, will reach out to you to review ongoing responsibilities as well as signage and exterior alterations approval requirements of the Owner of the 720 Building property in relation to the Buffalo Grove Business Park Property Owners Association. Please reach out if any questions. We hope that this location will prove to be very successful and look forward to the opening of this use within the Buffalo Grove Business Park.

Sincerely,



Timothy G. Beechick
Partner

TGB:mcs

Encl.

CC: John Stevens / HP

More details on the safety and security plan, including:

- *What security measures will you have in place? On-site Security, Lighting in the Parking lot, Surveillance cameras?*

Parking Lot Lighting: The parking lot is equipped with six strategically placed lights around the building, providing a full visibility. This setup helps deter suspicious activity and ensures guests feel safe when arriving or leaving the venue at night.

Surveillance Cameras: High-resolution security cameras will be installed throughout key areas, including entrances, exits, event spaces, hallways, and the parking lot. The footage will be recorded and monitored in real time to ensure comprehensive coverage.

- *How will you ensure the banquet facility will be closed by 2am?*

To ensure the banquet facility is closed by 2 a.m., we will implement strict operational policies and clear procedures for both staff and guests. All event contracts will include a clause stating that events must end no later than 1:30 a.m., allowing 30 minutes for clean-up and guest departure. Staff will be trained to begin wind-down procedures well in advance, including lowering music volume, stopping alcohol service, and notifying guests of closing time.

- *How will you figure out what kinds of problems could pop up at different events, so you can be ready for them and what will your procedure be? (Like knowing if a bigger wedding needs more attention than a quiet dinner.)*

To anticipate and prepare for potential problems at different events, we will conduct a thorough risk assessment during the planning stage of each booking. This includes evaluating the size of the event, type of gathering (e.g., wedding, corporate meeting, dinner party), guest count, alcohol service, and special requests. Larger or high-energy events like weddings will be flagged for increased staffing and more detailed coordination. If there are 100 or more guests in the hall room, security personnel will be onsite to help ensure a safe and well-managed environment. We will use a standardized event checklist to identify potential risks—such as overcrowding, parking issues, or guest behavior—and assign specific responsibilities to staff. The General Manager will oversee operations, monitor the event in real time, and be ready to respond to issues quickly. After each event, we will hold a debrief with staff to review what went well and what could be improved, updating our procedures as needed to stay ready for future challenges.

- *Who's going to oversee keeping everyone safe, and how will you make sure all your staff, from servers to cleaners, know how to handle tricky situations or emergencies?*

Security will be onsite for large-size reservations to help maintain a safe and controlled environment. The General Manager will oversee keeping everyone safe during all events. This person will be responsible for emergency response, conflict resolution, and coordination with local authorities. He will oversee security measures, ensure all safety protocols are followed, and act as the point of contact during any emergency. To make sure every staff member—from servers to cleaners—knows how to handle tricky situations, we will provide regular training sessions covering topics like fire evacuation, handling intoxicated guests, medical emergencies, and dealing with disruptive behavior.

- *What security measures will you have in place to keep everyone secure? (Think cameras, strong locks, good lighting, and ways to control who comes in and out.)*

To ensure the safety and security of everyone on the premises, we will implement a comprehensive set of measures. Security cameras will be strategically placed throughout the property to provide continuous surveillance and deter unauthorized activity. All entry points will be equipped with strong locks to prevent break-ins. Ample lighting will be installed in both interior and exterior areas, including walkways, to eliminate dark spots and enhance visibility at night. Additionally, access for guests will be controlled through the front doors, while employees will enter through the back doors.

- *What's your game plan for when things go wrong, like a fire, someone getting hurt, or an unwelcome guest? (You need clear steps for every emergency.)*

In the event of an emergency, we will follow a clear and well-structured response plan to keep everyone safe and minimize risk. For fires, we will have smoke detectors and fire extinguishers in key areas, along with clearly marked exit signs. In the event of a fire, all guests and staff will be evacuated quickly and safely according to our emergency evacuation plan. If someone gets hurt, we will provide first aid while emergency services are contacted immediately. A fully stocked first aid kit will always be accessible. In the case of an unwelcome guest or security threat, we will follow a lockdown procedure, notify authorities, and use surveillance footage to monitor the situation.

- *How will you team up with the local police, fire department, and paramedics so they know about your place and can help you out fast if you ever need them?*

We will establish strong connections with local emergency services, including the police, fire department, and paramedics, to ensure a quick and effective response in any situation. This will start with notifying each department about our location, layout, and the nature of any incidents. We will invite them for walkthroughs and safety inspections so they are familiar

with the property and can respond efficiently if needed. Contact information for all emergency services will be kept up to date and easily accessible to staff.

- *Can you please confirm the setback of the ground sign:*

When we begin renovations, we will bring on a dedicated sign company that will come up with an architectural plan for village approval.

- *What are the specs of the Wall Sign / Length, Height, Illumination*

Attachment PDF in the email.

- *Confirm the color of the wall sign and ground sign:*

Black or Brown

- *Photometric Plan*

Please see #8 in response letter

- *Can you please confirm the operation from a number of employees and the number of hours they will be there, and the maximum number of guests.*

Maximum Number of Guests: 175 people

Staffing: 10-12 people

- **Day Shift (9:00 AM – 6:00 PM):** 10–12 employees on-site for setup, cleaning, kitchen prep, and general operations.
- **Evening Shift (Starting at 7:00 PM):** Approximately 8-10 employees will remain to manage the event (depending on the amount of guest in the hall), including servers, bussers, and kitchen staff.

This staffing plan ensures adequate coverage for both preparation during the day and smooth operation during events in the evening, while keeping the guest capacity within the allowed limit of 175 people.

- *Confirm there is no valet parking.*

There will be no valet parking.

Response to Police Follow-Up Question:

Alcohol Policy and Enforcement

We will implement strict rules prohibiting the consumption of alcohol outside the building and within the parking lot. Our policy will explicitly state that all alcohol purchased and consumed on the premises must remain within the confines of the licensed interior spaces of the restaurant and banquet hall. No alcoholic beverages will be permitted to leave the building.

Enforcement of this policy will be multifaceted and rigorously applied:

- **Staff Training:** All Epicure Dining staff, particularly servers, bartenders, and event personal, will undergo comprehensive training on responsible alcohol service, including our specific policy regarding no outdoor consumption. This training will emphasize identifying and addressing attempts to take alcohol outside the building.
- **Staff Monitoring:** Our staff will actively monitor the premises, including entrances, exits, and the parking lot, during events where alcohol is served. This includes regular patrols by designated staff members to ensure compliance.
- **Event Leaders Oversight:** For banquet and private events, our dedicated event leaders will work directly with clients to communicate and enforce this policy. They will be responsible for ensuring guests understand and adhere to the rules throughout the event.
- **Security Personnel (as needed):** For larger events or those with higher anticipated attendance, Epicure Dining will utilize professional security personnel to assist with monitoring and enforcement, including ensuring adherence to alcohol policies in all areas, including the parking lot.
- **Immediate Intervention:** Any observed attempts to consume alcohol outside the building will result in immediate intervention by staff. Guests will be politely but firmly reminded of the policy and asked to return inside or dispose of the alcoholic beverage. Repeated non-compliance will lead to removal from the premises.
- **Collaboration with Authorities:** We are committed to maintaining an open line of communication with the Buffalo Grove Police Department. In instances of persistent non-compliance or any public safety concerns related to alcohol, we will not hesitate to contact law enforcement for assistance. Our goal is to prevent issues proactively, but we are prepared to collaborate with the police to ensure public order and safety.

Epicure Dining LLC

720 W LAKE COOK RD
BUFFALO GROVE, IL 60089

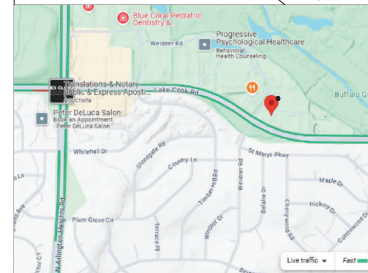


EXISTING BUILDING FRONT VIEW

DRAWINGS INDEX:

C.0	COVER PAGE
A0.2	EXISTING SITE PLAN
A.0.3	PROPOSED SITE PLAN
A1.0	EXISTING FLOOR PLAN WITH DEMO NOTES
A1.1	PROPOSED FLOOR PLAN
A2.0	EXISTING EXTERIOR ELEVATIONS WITH DEMO NOTES
A2.1	EXISTING EXTERIOR ELEVATIONS WITH DEMO NOTES
A2.2	PROPOSED EXTERIOR ELEVATIONS
A2.3	PROPOSED EXTERIOR ELEVATIONS
A2.4	PROPOSED EXTERIOR GROUND MONUMENT SIGN

PROJECT LOCATION:



Document Record:

Revised Date	Description
11.20.2024	For SCHEDULING/PS&M
7.24.2025	Public Hearing for the PUD Amendment
9.21.2025	Proposed Prairie Style Elevation (Detail)

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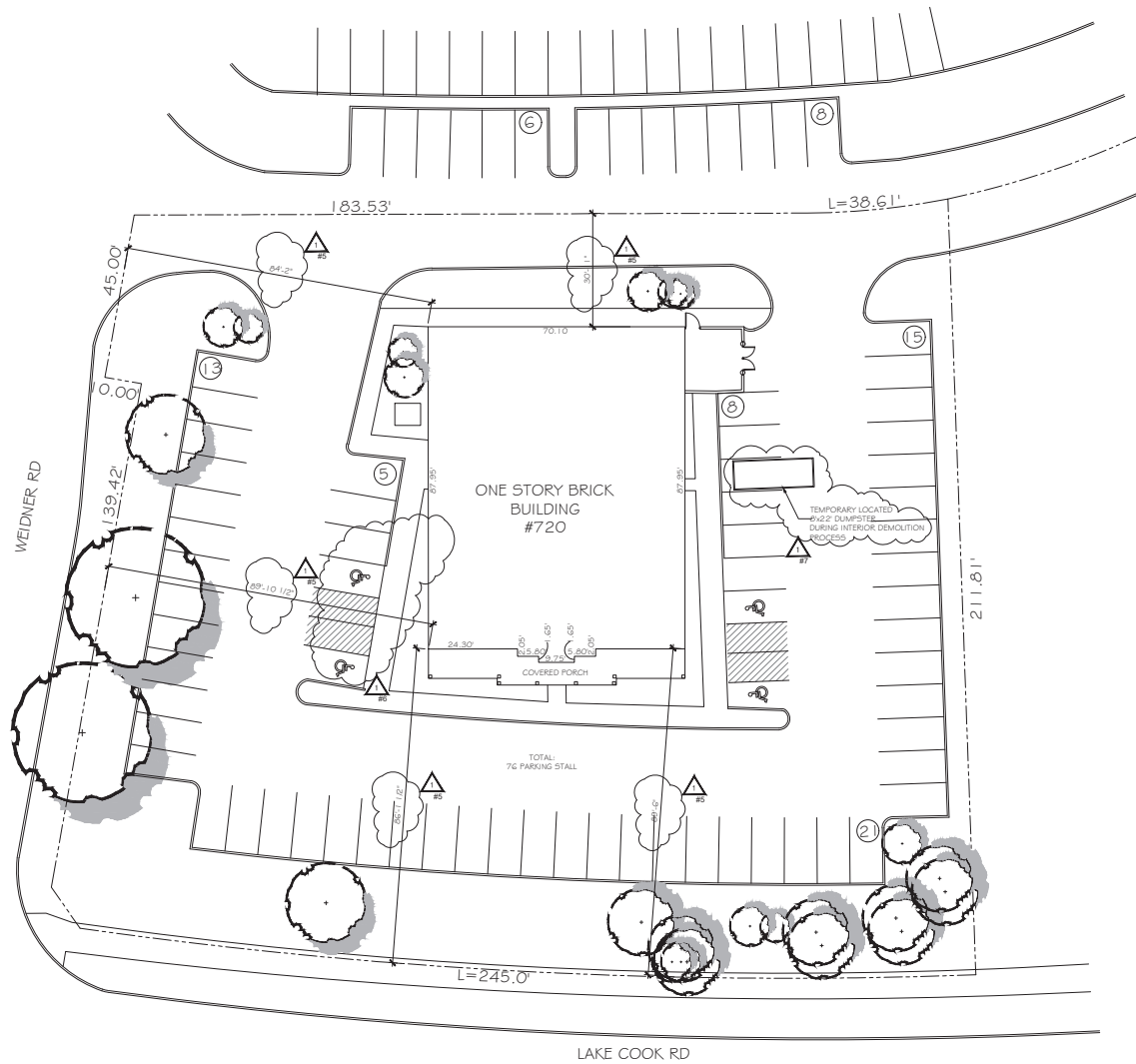
RENOVATING AN EXISTING RESTAURANT
EPICURE DINING LLC
720 W LAKE COOK RD
BUFFALO GROVE, IL 60089

Issue Date: 09-27-2023
Drawn By: PAI

Sheet: COVER SHEET
SHEET INDEX

C.0

PAI PROJECT NUMBER
20124.00



EXISTING SITE PLAN
SCALE: 1/16"=1'-0"

1

Document Record:

Revised Date	Description
11.20.2014	For DEMOLITION/PERM
3.24.2015	Public Hearing for the PUD Amendment
5.21.2015	Proposed Prairie Style Elevation (Set 1)

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EPICURE DINING LLC
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BUFFALO GROVE, IL 60089

PAI PROJECT NUMBER
20124.00

Sheet: EXISTING SITE PLAN

Drawn By: PAI

Issue Date: 09-27-2023

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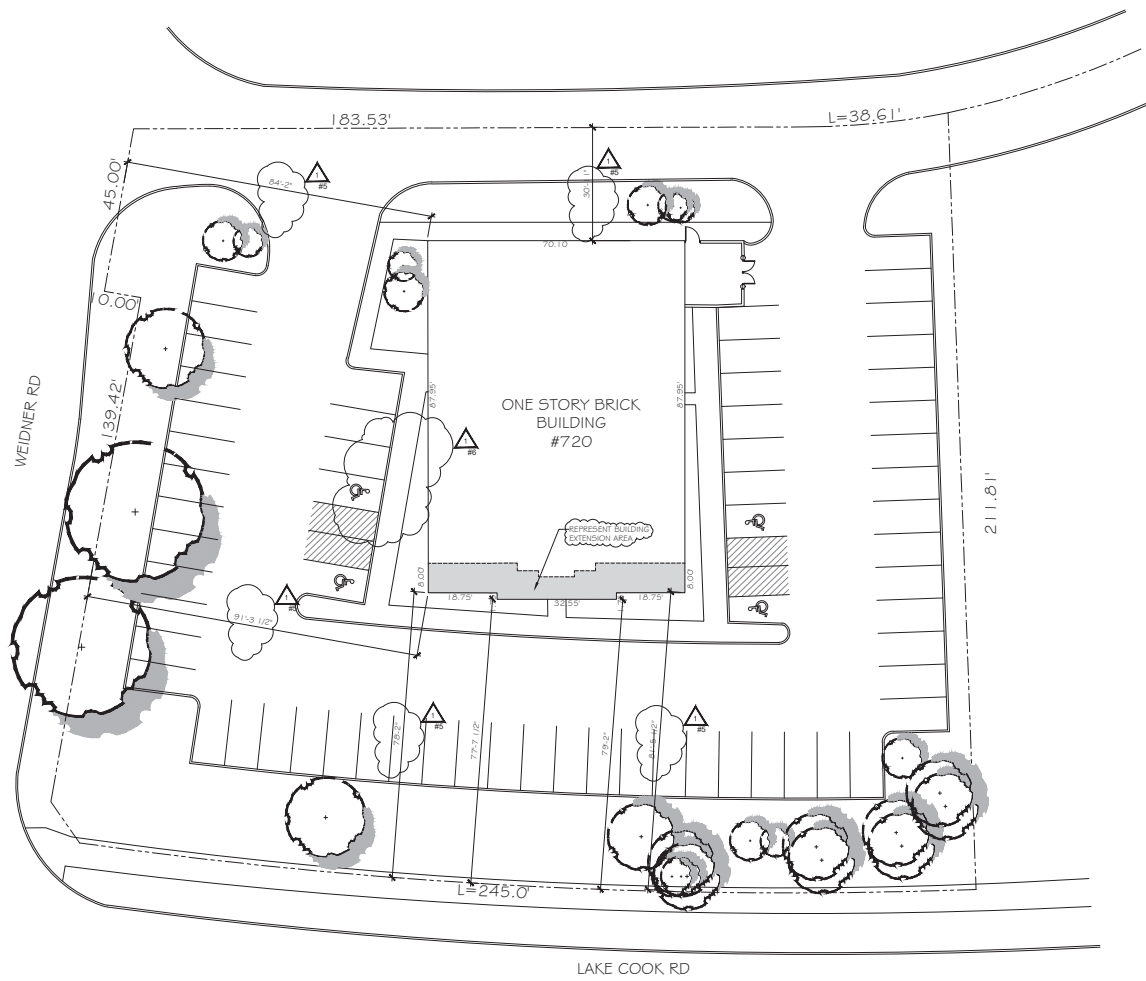
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Sheet: EXISTING SITE PLAN

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PROPOSED SITE PLAN
SCALE: 1/16"=1'-0"

1



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3.24.2025	Public Hearing for the PUD Amendment
5.21.2025	Proposed Prairie Style Elevations (Set 1)

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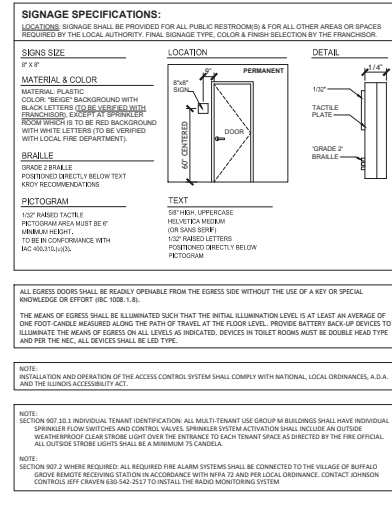
RENOVATING AN EXISTING RESTAURANT
EPICURE DINING LLC
720 W LAKE COOK RD
BUFFALO GROVE, IL 60089

Issue Date: 09-27-2023
Drawn By: PAI
Sheet: PROPOSED SITE PLAN

A0.3
PAI PROJECT NUMBER
20124.00



1

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RENOVATING AN EXISTING RESTAURANT
EPICURE DINING LLC
 7720 W LAKE COOK RD
 BUFFALO GROVE, IL 60089

Issue Date:	09-27-2022
Drawn By:	PAI
Sheet:	
DIMENSION PLAN	
A 1.1	
PAI PROJECT NUMBER 20124.00	



PROPOSED FRONT-SOUTH ELEVATION

SCALE: 1/4"=1'-0"

1



PROPOSED RIGHT-EAST ELEVATION

SCALE: 1/4"=1'-0"

2

KEYNOTE LEGEND	
TAG	DESCRIPTION
1	PRairie style 12x12 BOX COLUMN FIBER CEMENT WHITE COLUMN
12	EXTERIOR LIGHT FIXTURE BRUSHED NICKEL DOWNLIGHT
13	REPAINTED EXISTING STANDING SEAM METAL ROOFING PANELS
14	3 COAT STUCCO FINISH
21	FIBER CEMENT PANEL FINISHED JAMES HARDIE OR EQUAL (COLOR #1)
22	NEW PAINTED WITH POWER WASHED EXISTING BRICK (COLOR #1)

EXTERIOR MATERIAL LEGEND	
	FRONT GABLE
	3 COAT STUCCO FINSH
	12X12 BOX COLUMN
	EXISTING REPAINTED METAL ROOF
Paint Colors > White > Montgomery White OC-148	
COLOR #1	
Paint Colors > Orange > Georgian Brick HC-50	
COLOR #2	

Document Record:

Issued Date	Description
12-20-2024	FOR DEMOLITION PERM
3-24-2025	Public Hearing for the PUD Amendment
5-21-2025	Proposed Prairie Style Elevations
	Sheet 1

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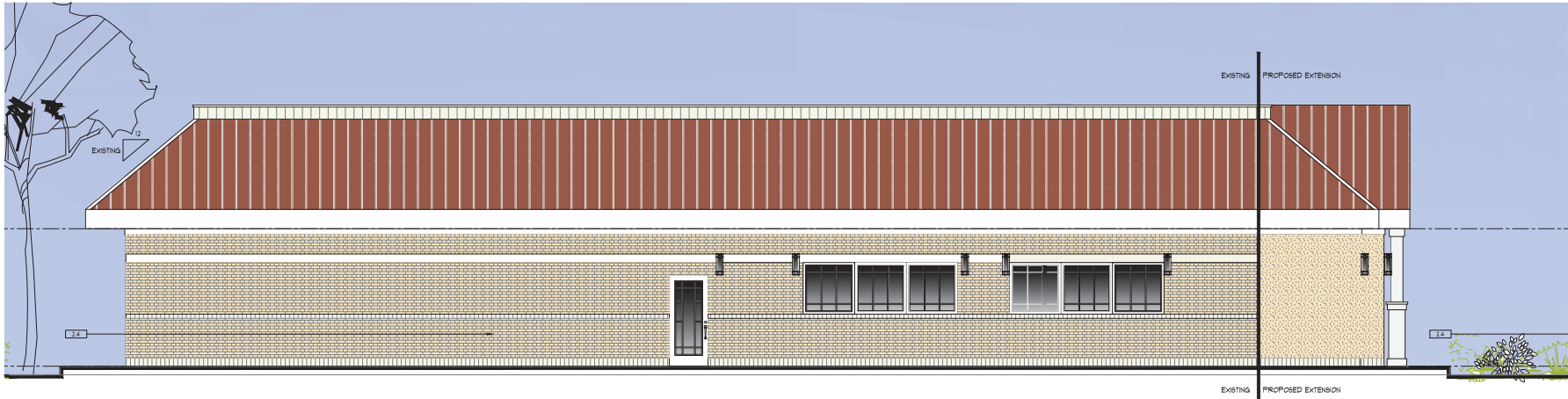
RENOVATING AN EXISTING RESTAURANT
EPICURE DINING LLC
 720 W LAKE COOK RD
 BUFFALO GROVE, IL 60089

Issue Date: 09-27-2025
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Sheet: PROPOSED ELEVATIONS

A 2.2

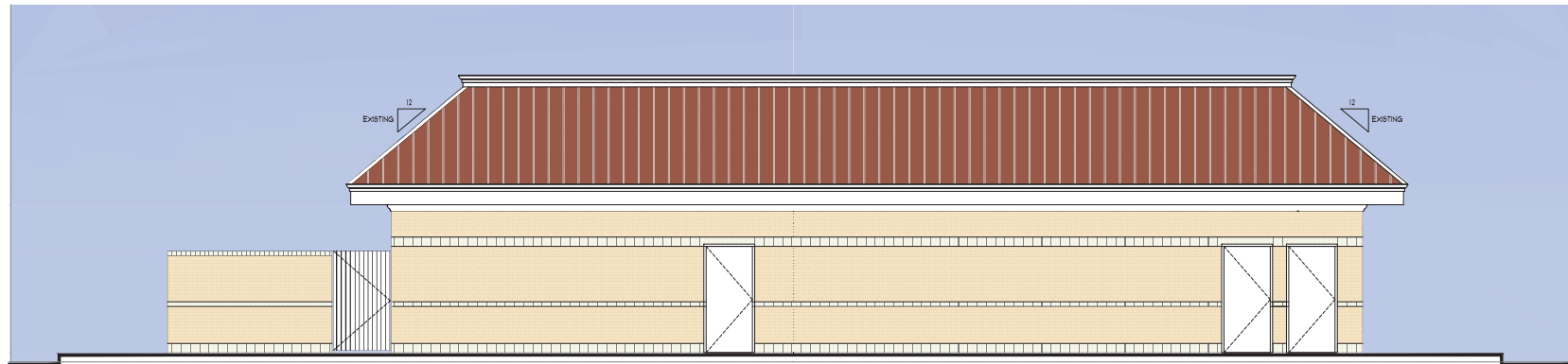
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PROPOSED LEFT-WEST ELEVATION

SCALE: 1/4"=1'-0"

1



PROPOSED REAR-NORTH ELEVATION

SCALE: 1/4"=1'-0"

2

KEYNOTE LEGEND

TAG	DESCRIPTION
11	FRAME STYLE 12X12 BOX COLUMN FIBER CEMENT WHITE COLUMN
12	EXTERIOR LIGHT FIXTURE BRUSHED NICKEL DOWNLIGHT
13	REPAINED EXISTING STANDING BEAM METAL ROOFING PANELS
14	3 COAT STUCCO FINISH
21	FIBER CEMENT PANEL FINISHED- JAMES HARDIE OR EQUAL (COLOR #1)
22	NEW PAINTED WITH POWER WASHED EXISTING BRICK (COLOR #1)

EXTERIOR MATERIAL LEGEND

FRONT GABLE
3 COAT STUCCO FINISH
12X12 BOX COLUMN
EXISTING
REPAINED METAL ROOF

Paint Colors : White : Montgomery White OC-148

COLOR #1

Paint Colors : Orange : Georgian Brick HC-50

COLOR #2

Document Record:

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3-24-2025	Public Hearing for the PLD Amendment
5-21-2025	Proposed Plans Style Elevations Date 1

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PROFESSIONAL DESIGN FIRM ARCHITECT

CORPORATION LICENSE NO. 166-000003

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RENOVATING AN EXISTING RESTAURANT
EPICURE DINING LLC
720 W LAKE COOK RD
BUFFALO GROVE, IL 60089

Issue Date: 09-27-2025

Drawn By: PAI

Sheet: PROPOSED ELEVATIONS

A 2.3

PAI PROJECT NUMBER

20124.00

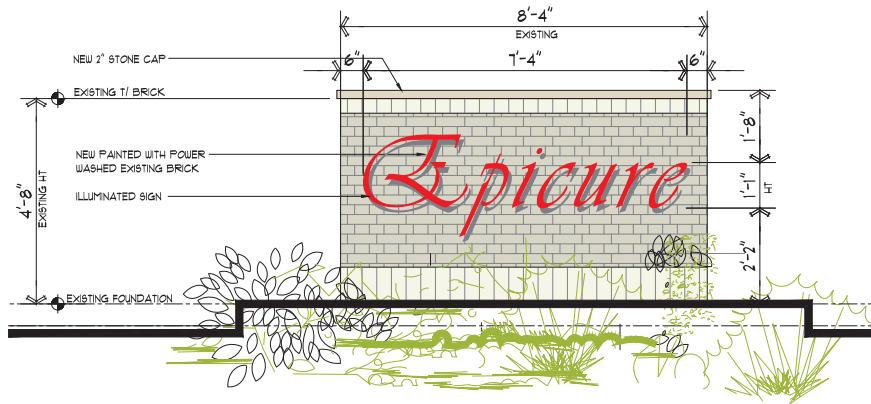


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Sign Color will be Black or Brown

PA|PROJECT NUMBER
20124.00



PROPOSED GROUND MONUMENT SIGN
SCALE: 3/4"=1'-0"

1



EXISTING GROUND MONUMENT SIGN
SCALE: 1/4"=1'-0"

2



Document Record:

Revised Date	Description
11.20.2014	For SUBMITTAL (PDRM)
3.24.2015	Public Hearing for the PUD Amendment
5.21.2015	Proposed Prairie Style Elevations (Set 1)

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RENOVATING AN EXISTING RESTAURANT
EPICURE DINING LLC
720 W LAKE COOK RD
BUFFALO GROVE, IL 60089

Issue Date: 09-27-2023

Drawn By: PAI

Sheet: PROPOSED EXTERIOR
GROUND MONUMENT SIGN

A 2.4

PAI PROJECT NUMBER
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SUBJECT SITE AREA
48256.11 SQ. FT.

PLAT OF SURVEY
OF



PARCEL 1:

LOT 1 IN BUFFALO GROVE BUSINESS PARK UNIT 8, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS AND DRIVEWAY PURPOSES THROUGH LOT 2 IN BUFFALO GROVE BUSINESS PARK UNIT 9 AS CREATED BY SECOND AMENDMENT TO BUFFALO GROVE BUSINESS PARK DECLARATION OF ROAD EASEMENT DATED JANUARY 27, 1994 AND RECORDED FEBRUARY 2, 1994 AS DOCUMENT 94110519 BY AND AMONG THE RIGGS NATIONAL BANK OF WASHINGTON D.C., FREEDOM I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, FREEDOM II LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1992 AND KNOWN AS TRUST NO. 11519-08 AND STATE STREET BANK AND TRUST COMPANY, A MASSACHUSETTS BANKING CORPORATION, AS TRUSTEE UNDER THAT CERTAIN POOLING AND SERVICING AGREEMENT DATED AS OF DECEMBER 1, 1993 FOR CBA MORTGAGE PASS-THROUGH CERTIFICATE SERIES 1993-C1 (AS ASSIGNEE OF CBA CONDUIT, INC., A DELAWARE CORPORATION (SUCH DOCUMENT AMENDING THE BUFFALO GROVE BUSINESS PARK DECLARATION OF ROAD EASEMENT, DATED NOVEMBER 12, 1992 AND RECORDED AS DOCUMENT 93370789).

PARCEL 3:

EXCLUSIVE EASEMENT (SUBJECT ONLY TO EQUAL RIGHTS OF USAGE FOR GRANTOR) FOR THE BENEFIT OF PARCEL 1 FOR THE SOLE PURPOSE OF CONSTRUCTING AND MAINTAINING 30 PARKING SPACES FOR RESTAURANT PATRONS OF GRANTEE'S SUCCESSOR TO PARK THEIR AUTOMOBILES AND A NON-EXCLUSIVE EASEMENT FOR THE SOLE PURPOSE OF PERMITTING RESTAURANT PATRONS TO PARK THEIR AUTOMOBILES IN NOT MORE THAN 11 PARKING SPACES AS CREATED BY EASEMENT AGREEMENT DATED JANUARY 27, 1994 AND RECORDED FEBRUARY 2, 1994 AS DOCUMENT 94110518 BY AND BETWEEN RIGGS NATIONAL BANK OF WASHINGTON D.C. AND FREEDOM I LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP.

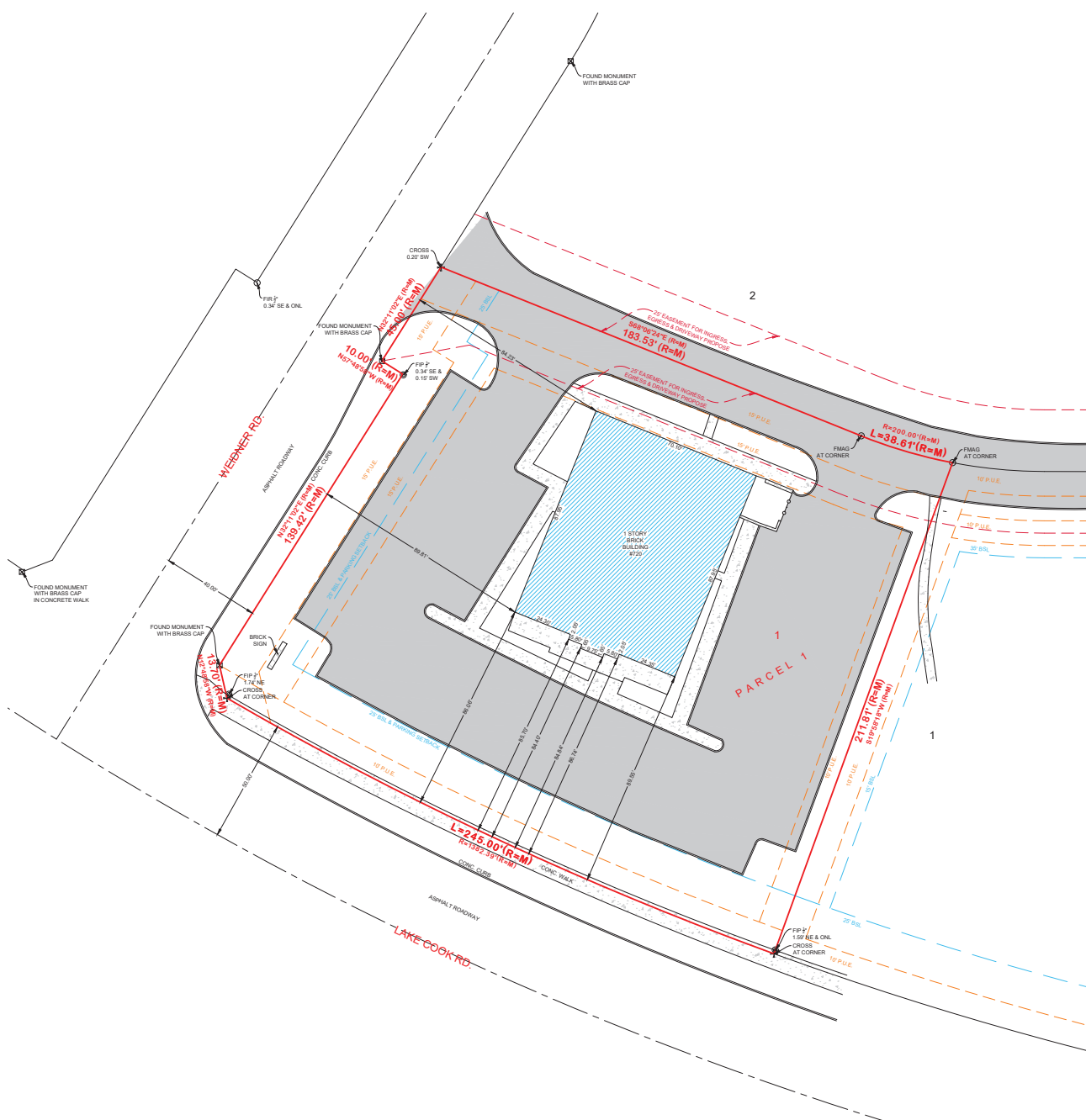
PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 TO USE 9 PARKING SPACES AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN FREEDOM TWO LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AND OUTBACK STEAKHOUSE OF FLORIDA, INC., A FLORIDA CORPORATION DATED JANUARY 27, 1994 AND RECORDED FEBRUARY 2, 1994 AS DOCUMENT 94110521, OVER LOT 1 IN BUFFALO GROVE BUSINESS PARK UNIT 10, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK, SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK AND THIRD AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK, WHICH DECLARATION AND AMENDMENTS WERE RECORDED IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 89576261, AND IN LAKE COUNTY, ILLINOIS AS DOCUMENT NUMBERS 2251413, 2267866, 2268521 AND 2588030, FOR INGRESS, EGRESS AND DRIVEWAY PURPOSES, OVER THE FOLLOWING DESCRIBED LAND:

- (A) THAT PORTION OF LOT 2 IN BUFFALO GROVE BUSINESS PARK UNIT 9 RECORDED AS DOCUMENT NUMBER 88504177 DESCRIBED IN SAID THIRD AMENDMENT TO DECLARATION AS EASEMENT PREMISES "A".
- (B) THAT PORTION OF LOT 1 IN BUFFALO GROVE BUSINESS PARK UNIT 10 RECORDED AS DOCUMENT NUMBER 88504178 DESCRIBED IN SAID THIRD AMENDMENT TO DECLARATION AS EASEMENT PREMISES "B".



RECORD - MEASURED DIMENSION		LEGEND	
(A) RECORD DIMENSION	L	APC LINDEN	FOUND IRON PIPE (FP)
(B) RECORD DIMENSION	R	CONCRETE	FOUND IRON PIPE (FP)
(C) RECORD DIMENSION	ONL	ONLINE	FOUND IRON PIPE (FP)
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(E) RECORD DIMENSION	POS	POINT OF COMMENCEMENT	FOUND IRON PIPE (FP)
(F) RECORD DIMENSION	ONL	ONLINE	FOUND IRON PIPE (FP)
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(Z) RECORD DIMENSION	ONL	ONLINE	FOUND IRON PIPE (FP)

- SURVEY NOTES:**
- FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREIN, REFER TO YOUR DEED, TITLE POLICY AND LOCAL ZONING ORDINANCE ETC.
 - ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
 - REVIEW LEGAL DESCRIPTION AND RECORD MEASUREMENT ON THIS PLAT AND REPORT ANY DISCREPANCIES TO SURVEYOR AT ONCE. BEFORE DAMAGE MAY OCCUR.
 - COMPARE ALL POINTS BEFORE BUILDING BY SAME.
 - WE DO NOT CERTIFY UTILITIES. THEREFORE, CONTACT UTILITIES COMPANIES BEFORE BUILDING.
 - BEARS OF BEARING IF SHOWN IS ASSUMED UNLESS NOTED.
 - DATE OF FIELD WORK IS DATE SHOWN IN CERTIFICATION.
 - NO MEASUREMENTS ARE TO BE ASSUMED BY SCALING.
 - ANY COMMENTS, MODIFICATIONS, ALTERATIONS AND REVISIONS MUST BE BROUGHT TO OUR ATTENTION WITHIN 90 DAYS OF DATE OF COMPLETION OF THIS SURVEY.
 - TREES AND UTILITIES ARE NOT SHOWN HEREIN.
 - CATEGORY OF THIS SURVEY IS BASED UPON CLIENT'S REQUEST.
 - TO ENSURE LEGITIMACY OF THIS PLAT, IT MUST CARRY THE SEAL OF THE PROFESSIONAL LICENSEE WHO PREPARED THIS PLAT.
 - ALL BUILDING DIMENSIONS AND THIS ARE TO CURRENT BIDDING MATERIAL AND NOT TO FOUNDATION.
 - ARCHITECT, OWNER OR ENGINEER SHOULD VERIFY AND REMEASURE BUILDING FOR BUILDING ADDITION PURPOSES.
 - NO ZERO, SCANNED COPIES SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM PROFESSIONAL LAND SURVEYOR.

STATE OF ILLINOIS
COUNTY OF DAUPHIN

WE, PI SURVEYING PLLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM DO HEREBY CERTIFY THAT THE SURVEY WAS MADE UNDER ITS SUPERVISION ON THE GROUND AND THE PLAT HEREON DRAWN IS A REPRESENTATION OF SAME. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEY.

DATED AT OAK BROOK, ILLINOIS THIS 22nd DAY OF OCTOBER, 2024.

BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.03361
LICENSE EXPIRES 1/30/2024

ILLINOIS PROFESSIONAL DESIGN FIRM NO. 194.02811-0200



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Pi Surveying PLLC
LAND SURVEYORS

803 COMMERCE DRIVE, SUITE 210, OAK BROOK, IL 60452
PHONE: (773) 444-2445 www.pisurveying.com

NO.	DATE	DESCRIPTION
1	10/22/24	FIELD WORK
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100	10/22/24	FIELD WORK

**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, JULY 2, 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 Moodhe, PZC Commissioner Spunt, PZC Commissioner Davis, PZC Commissioner Gregory.

The following were absent from the meeting: PZC Commissioner Au, PZC Commissioner Schwartz, PZC Commissioner Saxena, and PZC Commissioner Worlikar.

Also present were: Trustee Liaison Les Ottenheimer, Village Attorney Patrick Brankin, Deputy Director of Community Development Kelly Purvis, and Associate Planner Andrew Binder.

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

A. Consideration of a Request for a Special Use for a nonacademic school, class, and instruction in the Industrial District at 727 Hastings Lane

Associate Planner, Binder provided an overview of the request, noting that staff recommends approval due to the low-impact and complementary nature of the use with other businesses in the building and the availability of adequate parking for the use.

The petitioner, Liliya Astakhov of Asteria Service, Inc., was sworn in.

Astakhov spoke about the allocated parking and indicated that it will be adequate for the small classes they will be hosting. She noted that the maximum capacity would be 6 students.

Com. Spunt asked for page 15 of the packet to be pulled up. He asked where the classroom would be located in proximity to other units.

Astakhov indicated that the classroom would be on the outside portion of the unit, not adjacent to other tenants.

Com. Davis asked about the available parking. He asked about the training demand versus the business demand for the HVAC related businesses.

Astakhov noted that the technicians do not come to the business or leave vehicles parked on site.

Com. Moodhe asked how many technicians they have.

Astakhov noted that they have 6 technicians.

Com. Moodhe asked how many trucks will be parked on site.

Astakhov noted that none of the trucks would be parked on site.

Com. Moodhe asked how many employees would be there day to day.

Astakhov indicated that she would be the only other person besides the instructor and students.

Com. Moodhe asked what kind of HVAC services they provide.

Astakhov noted that they do residential and small commercial projects.

Com. Moodhe asked about truck deliveries.

Viacheslav Astakhov was sworn in. He indicated that they accept small deliveries, they do not have a need for large truck deliveries.

Com. Gregory asked if they are currently using all of the parking now.

Viacheslav Astakhov stated that they do not.

Com. Gregory asked for clarification regarding the certification from the school.

Viacheslav Astakhov provided an overview of the training certification process.

Com. Gregory asked if there is a benefit to their business.

Viacheslav Astakhov stated that there is currently a shortage of technicians.

Com. Gregory asked if he would be the main trainer.

Viacheslav Astakhov noted that he would be for right now.

Chairperson Weinstein asked if other tenants use their 8 parking stalls.

Astakhov indicated that they do not. They are currently vacant.

Chairperson Weinstein asked if she feels there is a traffic issue on the property.

Astakhov noted she was surprised by the email that the neighbor sent. She does not feel that there is an issue.

Chairperson Weinstein asked for clarification regarding the parking requirements from Binder.

Binder indicated that they exceed the parking requirements.

Staff Report was entered into the record as Exhibit 1.

The email received from Stephanie Matan was entered into the record as Exhibit 2.

The public hearing was closed.

Chairperson Weinstein asked for a motion.

Com. Davis made a motion to make a positive recommendation to the Village Board to allow the Special Use of a non-academic school, classes, and instruction in the Industrial District at 727 Hastings Lane, 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 Astera Service, Inc. to operate a non-academic school, classes at 727 Hastings Lane, which shall not run with the land.
3. The Special Use granted to Astera Service, 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.

The motion was seconded by Com. Spunt.

Com. Moodhe noted that we do have precedent for this kind of use in industrial district and they tend to work out. He also indicated that the signage is not great, and should probably be addressed by the property owner. He stated that we need more HVAC people and that he is in favor.

Chairperson Weinstein indicated that he is in favor of the motion and noted that the standards are met. He noted that the parking requirements have also been met.

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

AYES: 5 Mitchell Weinstein, Adam Moodhe, Marc Spunt, Jason Davis,
Chad Gregory

NAYS: 0 None

ABSENT: 4 Amy Au, Neil Worlikar, Sujat Saxena, Don Schwartz

Motion declared Passed.

- B. **Consideration of a Request for approval of an amendment to the Planned Unit Development and Preliminary Plan approved by Ord. No. 1987-044 and modified by Ord. No. 1993-082, as well as a variation from the parking requirements to allow Epicure Dining, LLC to open and operate a banquet facility and restaurant at 720 W Lake Cook Road.**

Associate Planner Binder provided an overview of the request, noting that staff recommends approval.

Kon Kruglyak of Epicure Dining, LLC., and Brendan May, the traffic consultant from KLOA representing Epicure Dining, were sworn in.

Kruglyak indicated that they are excited to become part of the Buffalo Grove Community. He reviewed the kinds of events they expect to host at the restaurant/banquet facility, and stated that they believe they will add value to the community.

Com. Moodhe asked if the use is a restaurant or a banquet facility.

Kruglyak indicated that it will be both. They intend to be open daily for reservations in the restaurant. He noted that the prime time will be Friday, Saturday, and Sunday for private events.

Com. Moodhe asked if there will be cooking on site.

Kruglyak stated yes, there will be a commercial kitchen.

Com. Moodhe asked about the capacity of the building.

Kruglyak noted that based upon the parking, the maximum guest count would be around 175 people.

Com. Moodhe asked if they would be looking to go to a more standard restaurant model that accepts walk-ins in the future.

Kruglyak noted they would not. He stated that if they are already open and prepping, they would allow people to come in and eat.

Com. Moodhe asked why the traffic report only indicated that it would be a banquet facility.

May indicated that the banquet facility would be the peak use, and the restaurant will not generate a high volume of customers.

Com. Gregory asked about the location, and if there is any opportunity to partner with the hotel nearby.

Kruglyak noted that they have not completely thought through that yet, but they think there could be opportunities to partner with surrounding businesses in the future.

Com. Gregory asked about the floor plan that was included in the packet and the table/seating count.

Kruglyak noted that the plan just shows a general idea of what could be and not necessarily what they are proposing.

Com. Spunt asked again about the restaurant use.

Kruglyak reiterated that it will be by reservation only.

Com. Spunt asked about signage and whether that will indicate that it is a banquet facility.

Kruglyak noted that it will not; it will just say Epicure.

Com. Moodhe asked about what the Lake Cook Corridor Plan calls for on the site.

Binder indicated that the plan envisioned that the property would remain retail.

Com. Moodhe asked when Outback closed.

Binder indicated that it has been closed since 2015.

Com. Moodhe asked if other businesses have looked into using the space over the years, and if it is a difficult parcel to work with.

Binder noted that he believes that is the case.

Chairperson Weinstein thanked the petitioners for their responses to the standards.

Staff Report was entered into the record as Exhibit 1.

Kruglyak stated in closing that they are excited to become part of the community.

The public hearing was closed.

Chairperson Weinstein asked for a motion.

Com. Davis moved to recommend approval to the Village Board to allow the amendment to the Planned Unit Development and Preliminary Plan previously approved by Ordinance 1987-044 and modified by Ordinance 1993-082, with Variations to the Zoning Code, to allow Epicure Dining, LLC, to open and operate a banquet facility and restaurant use at 720 W Lake Cook Road, subject to the following conditions:

1. The banquet and restaurant facility shall be operated in substantial compliance with the business description and plans provided as part of this petition.
2. The Planned Unit Development is granted to Epicure Dining, LLC to operate a banquet and restaurant facility at 720 W Lake Cook Road, which shall not run with the land.
3. The Planned Unit Development Ordinance shall become null and void if the parking agreement between the 750 W Lake Cook Road property owner and Epicure Dining, LLC at 720 W Lake Cook Road is terminated.

4. The event size should not exceed the limitations of the available parking for the site.

Com. Spunt indicated that it will be nice to see this building revamped and reused after 10 years. He noted that there are plenty of people looking to rent out banquet facilities. He wished the petitioner good luck.

Com. Moodhe noted that based upon the menu, he thinks that the facility will fit into the neighborhood and will be successful.

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

AYES: 5 Mitchell Weinstein, Adam Moodhe, Marc Spunt, Jason Davis,
Chad Gregory

NAYS: 0 None

ABSENT: 4 Amy Au, Neil Worlikar, Sujat Saxena, Don Schwartz

Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

B. Approval of Draft Minutes of the June 18, 2025 Planning and Zoning Commission meeting.

Moved by Adam Moodhe, seconded by Marc Spunt to recommend approval. Upon voice vote, Commissioners voted as follows:

AYES: 5 Mitchell Weinstein, Adam Moodhe, Marc Spunt, Jason Davis,
Chad Gregory

NAYS: 0 None

ABSENT: 4 Amy Au, Neil Worlikar, Sujat Saxena, Don Schwartz

Motion declared Passed.

C. Chairperson's Report

None

D. Committee and Liaison Reports

None

E. Staff Report/Future Agenda Schedule

Deputy Director Purvis noted that the Commission will have meetings on July 16th and August 6th, and wished the Commissioners a Happy 4th of July.

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.

None

ADJOURNMENT

The meeting was adjourned at 8:29PM

DRAFT



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 21, 2025

AGENDA ITEM 8.h. O-2025-85

Ordinance Approving a Right-of-Way Access Agreement with Ezee Fiber Texas, LLC

Contacts

Liaison: Trustee Weidenfeld

Staff: Briget Schwab

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the execution of a right-of-way agreement with Ezee Fiber Texas, 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. 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 - Ezee
2. Ezee Fiber Texas Buffalo Grove License Agreement with Exhibit A



ORDINANCE 2025-xxx

AN ORDINANCE APPROVING A RIGHT-OF-WAY ACCESS AGREEMENT WITH EZEE FIBER TEXAS, 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 Ezee Fiber Texas, 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 attached herein 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 ____ day of _____, 20__, by and between the Village of Buffalo Grove, an Illinois home rule municipal corporation ("Village"), and Ezee Fiber Texas, 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:
Legal Department

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

Ezee Fiber Texas, LLC
5959 Corporate Dr., Ste. 2000
Houston, TX 77036

Attn: Legal Department
legal@ezeefiber.com

With a copy to:
Garner.duncan@ezeefiber.com

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

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:  _____

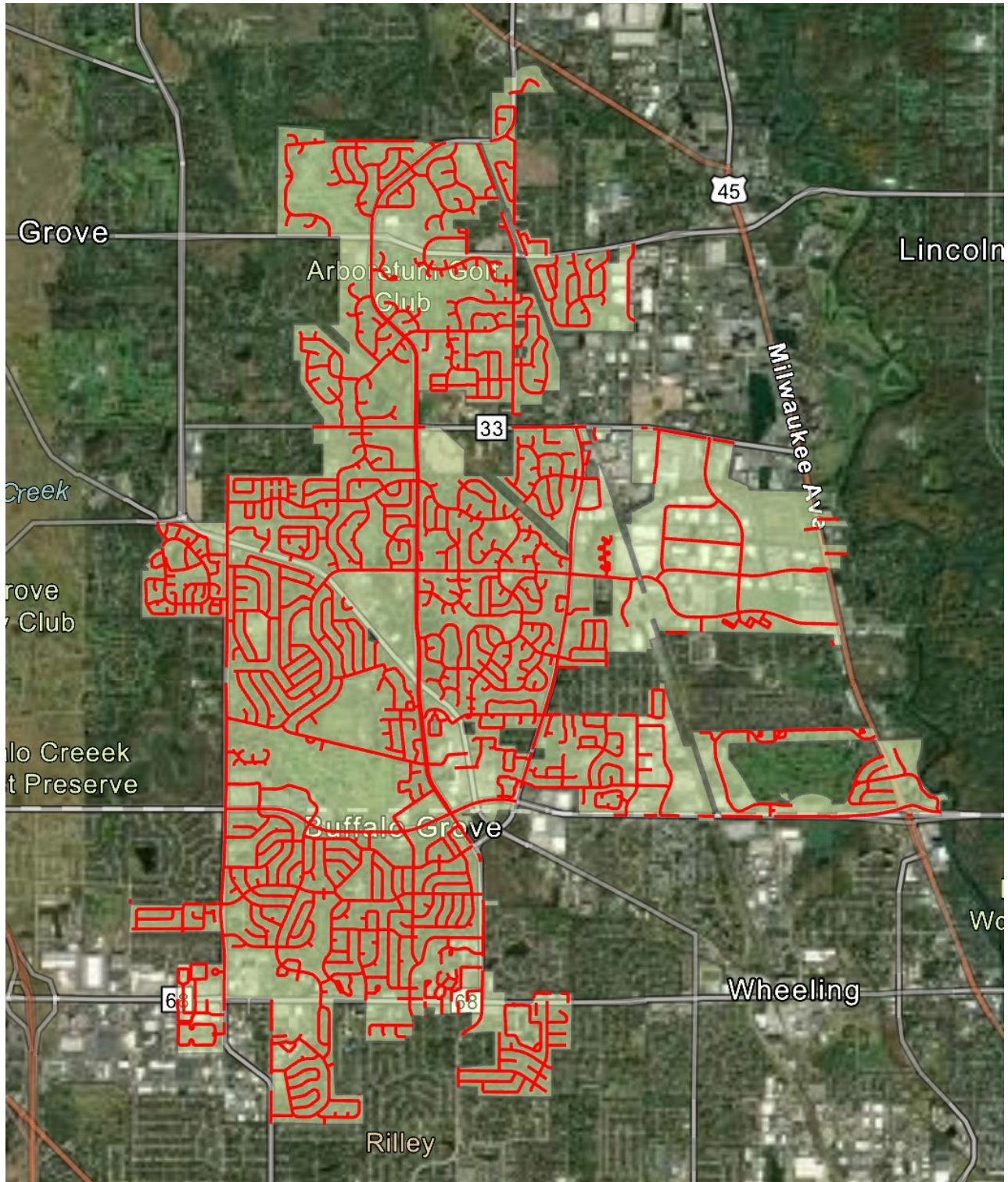
Name: Garner Duncan

Title: SVP Government Affairs

EXHIBIT A

[Attach schematic or detailed description of licensed locations]

Please refer to the attached map. The red lines represent approximate routes we would take to deliver fiber to the home. This is around 1190K feet.





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 21, 2025

AGENDA ITEM 8.i. O-2025-86

Ordinance Approving an Amendment to the Preliminary Plan for a Deck at Lou Malnati's at 85 S Buffalo Grove Rd.

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 preliminary plan for a deck at Lou Malnati's at 85 S 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

Goal 3: Strengthened Buffalo Grove community identity and pride

File Attachments

1. Memo - Lou Malnati's Deck - 85 Buffalo Grove Road
2. DRAFT Ordinance - Lou Malnati's - 85 Buffalo Grove Rd
3. DRAFT Ordinance - Exhibit B. Plan Set
4. DRAFT Ordinance - Exhibit C. PZC Minutes - June 18, 2025

DATE: July 21, 2025

TO: Village Manager Dane Bragg

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

SUBJECT: Preliminary Plan Amendment for Lou Malnati's Deck Improvement - 85 S Buffalo Grove Road

RECOMMENDATION

Staff recommends that the Village Board approve an amendment to the Preliminary Plan approved by Ordinance No. 1993-065, to construct a new 3,143 sqft wooden deck in the rear yard for outdoor dining at 85 S Buffalo Grove Rd, subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

The Malnati Organization is requesting an amendment to the Preliminary Plan, which was previously approved by Ordinance No. 1993-065. The proposed amendment would allow construction of a new outdoor dining area featuring a 3,143-square-foot wooden deck with a pergola in the rear yard at 85 S Buffalo Grove Road, in the area highlighted in green on Figure 1.

The new deck could accommodate up to 210 people and include a pergola, landscape planters, umbrellas, and outdoor heaters. Roll-up doors will be added to the existing building connecting to the deck. In addition, the petitioner is proposing improvements to the façade including fresh paint, updated lighting, new awnings, and repainted signage. The new façade is a traditional farmhouse style and pays homage to the building's historic roots as a feed store, barbershop, dance hall and then roadside tavern.



Figure 1: Subject Property

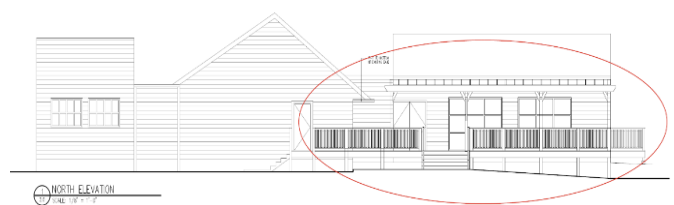


Figure 2: Proposed North Elevation

PLANNING & ZONING ANALYSIS

The property is located within the Lake Cook Corridor and is subject to the [Lake Cook Corridor Market Study and Plan](#) (LCCP), which was adopted in 2018 as a component of the Village's Comprehensive Plan. The proposed improvement upholds LCCP's principles for integrating old and new landmarks/building/development as well as creating identity and establishing place-making in the Corridor.



Figure 3: Proposed West Facade Improvements

The property is located in the B-1 zoning district and the proposed deck complies with all zoning, setback, and impervious surface requirements. The site has a total of 137 parking stalls, exceeding the code's parking requirement by 62. During the public hearing, the PZC did express concern if the existing parking could adequately accommodate the increased seating capacity. The Malnati Organization has since provided a response to these concerns, which includes their plan to provide deck seating for around 100 people, which is less than the maximum 210 capacity. They plan on utilize the ample deck space for server stations as well as games (ie cornhole). Furthermore, they plan on exploring other operational and logistical ideas utilized in their other locations including reducing the number of designated "To-go" parking spaces, limiting private party parking, requiring staff to park off-site (ie at the nearby corporate headquarters). Finally, their operational model shows that this additional seating can effectively help turnover parking spaces by minimizing the amount of time patrons have to wait for a table.

Village Engineers do not have concerns and have worked with the applicant on their MWRD permit application.

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 Preliminary Plan approved by Ordinance No. 1993-065, to construct a new 3,143 sq ft wooden deck in the rear yard for outdoor dining at 85 S Buffalo Grove Rd, subject to the following conditions:

1. The proposed development shall be constructed in substantial conformance with the plans attached and in accordance with Section 16.20.070 of the Development Ordinance.
2. Final Engineering plans shall be revised in a manner acceptable to the Village as required.



ORDINANCE 2025-xxx

AN ORDINANCE APPROVING AN AMENDMENT TO
THE PRELIMINARY PLAN ORDINANCE NO. 1993-065
TO ALLOW CONSTRUCTION OF A WOODEN DECK IN
THE REAR YARD AT 85 S BUFFALO GROVE ROAD

Lou Malnati's
85 S Buffalo Grove Road

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

WHEREAS 85 S Buffalo Grove Road, Buffalo Grove, IL ("Property") is a stand-alone restaurant building in the B-1: Limited Retail Business District and is hereinafter legally described in Exhibit A; and

WHEREAS, The Malnati Organization, LLC is the owner of the Property; and

WHEREAS, in 1993, the Village Board approved Ordinance No. 1993-065 granting a preliminary plan for the expansion of the Lou Malnati's building and parking lot at 85 S Buffalo Grove Road; and

WHEREAS, The Malnati Organization, LLC, ("Petitioner") has filed a petition requesting an amendment to Ordinance No. 1993-065 to construct an approximately 3,200 square foot wooden deck with a pergola in the rear yard for outdoor dining at the subject property; and

WHEREAS the Planning & Zoning Commission held a public hearing on June 18, 2025, concerning the request; and

WHEREAS the Planning & Zoning Commission determined that the request for preliminary plan approval was appropriate for the property and compatible with adjacent properties, 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 Preliminary Plan; and

WHEREAS the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested Amendment to the Preliminary Plan is reasonable and will serve the best interests of the Village; and

WHEREAS, the proposed Amendment to the Preliminary Plan approved by Ordinance No. 1993-065 shall be 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 June 18, 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 Preliminary Plan Ordinance No. 1993-065 to allow construction of a wooden deck and pergola in the rear yard for outdoor dining at 85 S Buffalo Grove Road, Buffalo Grove, IL, subject to the following conditions:

1. The proposed development shall be constructed in substantial conformance with the plans attached and in accordance with Section 16.20.070 of the Development Ordinance.
2. Final Engineering plans shall be revised in a manner acceptable to the Village as required.

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

Lou Malnati's

85 S Buffalo Grove Road

SUBJECT PROPERTY COMMON ADDRESS: 85 S Buffalo Grove Road

LEGAL DESCRIPTION:

That part of the North West 1/4 of Section 4, Township 42 North, Range 11 East of the Third Principal Meridian, bounded by a line described as follows: Commencing at a point on the North line of said Section 4, said point being 961.90 feet East of the Northwest corner of said Section (as measured along the North line thereof); Thence South 34 degrees 30 minutes 00 seconds east along the center line of Buffalo Grove Road extended to the Northeasterly corner of Buffalo Grove Unit 1, a subdivision in the Northwest 1/4 of Section 4 aforesaid, said Northeasterly corner being a point of intersection of the Northerly right of way line of St. Mary's Parkway (as dedicated by said Subdivision) and the center line of Buffalo Grove Road, a distance of 175.00 feet to a point, hereinafter referred to as point "A"; thence continuing Southeasterly along said center line, a distance of 129.40 feet; Thence North 55 degrees 30 minutes 00 seconds east, a distance of 80.00 feet, to a point on the easterly right of way line of Buffalo Grove Road (as per right of way plat recorded March 1, 1979, as Document 24865307), for the point of beginning; Thence North 67 degrees 34 minutes 04 seconds east, a distance of 148.28 feet, to a point which is 335.40 feet southeasterly and 225.00 feet northeasterly of the place of commencement (as Measured along said center line at right angles thereto); Thence North 34 degrees 30 Minutes 00 seconds west along a line parallel with said center line, a distance of 81.27 feet, to a point on a line having a bearing of North 74 degrees 52 Minutes 32 Seconds East, a Distance of 238.51 feet from point "A"; Thence North 74 degrees 52 Minutes 32 Seconds East, a distance of 23.06 feet; Thence South 37 Degrees 48 Minutes 44 Seconds East, a Distance of 63.00 feet; Thence South 87 degrees 21 Minutes 17 Seconds East, a distance of 241.00 feet; Thence South 25 degrees 06 Minutes 04 Seconds East, a distance of 160.03 feet; Thence South 61 degrees 04 Minutes 37 Seconds East, a distance of 47.80 feet; Thence South 56 degrees 17 Minutes 33 Seconds West, a distance of 387.79 feet. To the easterly right of way line of Buffalo Grove Road, Thence Northwesterly along said Easterly right of way line for the following three courses: (1) North 34 degrees 30 minutes 00 seconds west, parallel with the aforescribed center line, a distance of 45.46 feet; (2) North 28 degrees 47 minutes 22 seconds west, a distance of 301.50 feet; and (3) North 34 degrees 30 minutes 00 seconds west, parallel with the aforescribed center line, a distance of 15.60 feet, to the point of beginning.

PARCEL INDEX NUMBERS: 03-04-101-003, 03-04-101-011

EXHIBIT B

Plan Set
Lou Malnati's
85 S Buffalo Grove Road

DRAFT

EXHIBIT C

Minutes from June 18, 2025, Planning & Zoning Commission Meeting

Lou Malnati's

85 S Buffalo Grove Road

DRAFT



STUDIO 222
ARCHITECTS

Lou Malnati's New Patio
85 S Buffalo Grove Rd
Buffalo Grove, IL 60089

312.850.4970

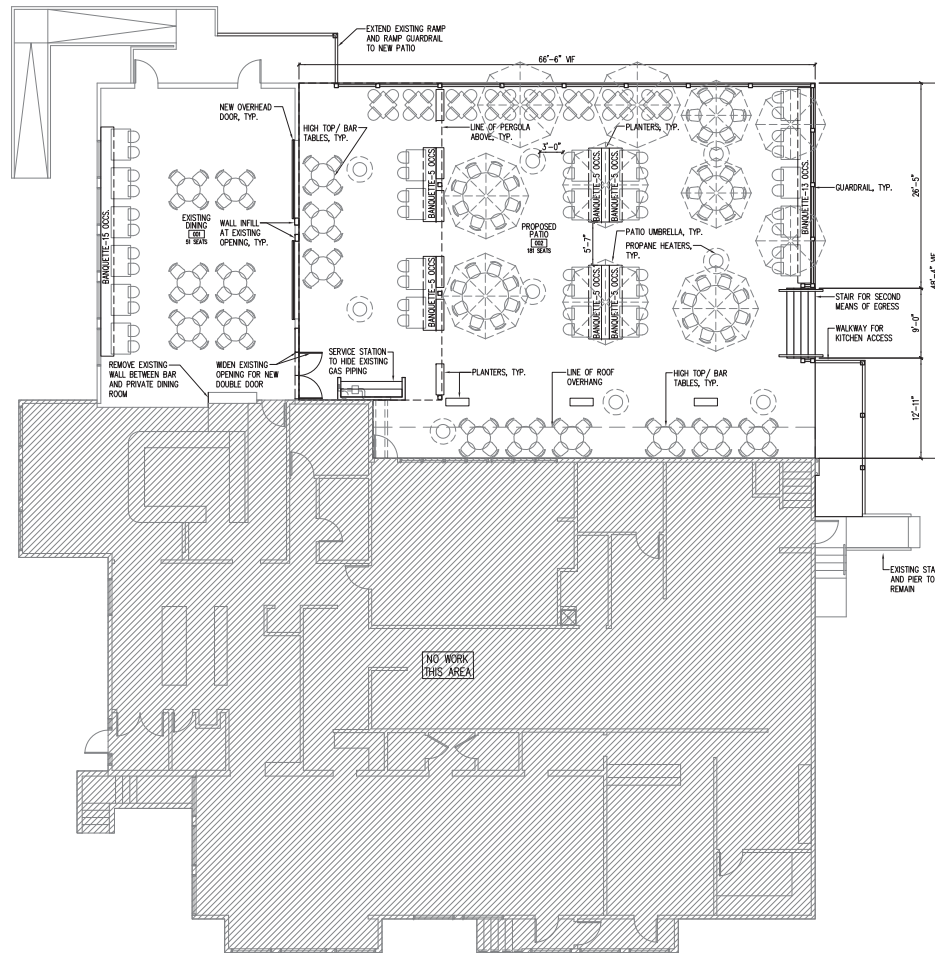
s222arch.com

901 W Jackson Blvd, Ste 500
Chicago, IL 60607

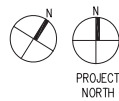
Narrative Statement/Use Description

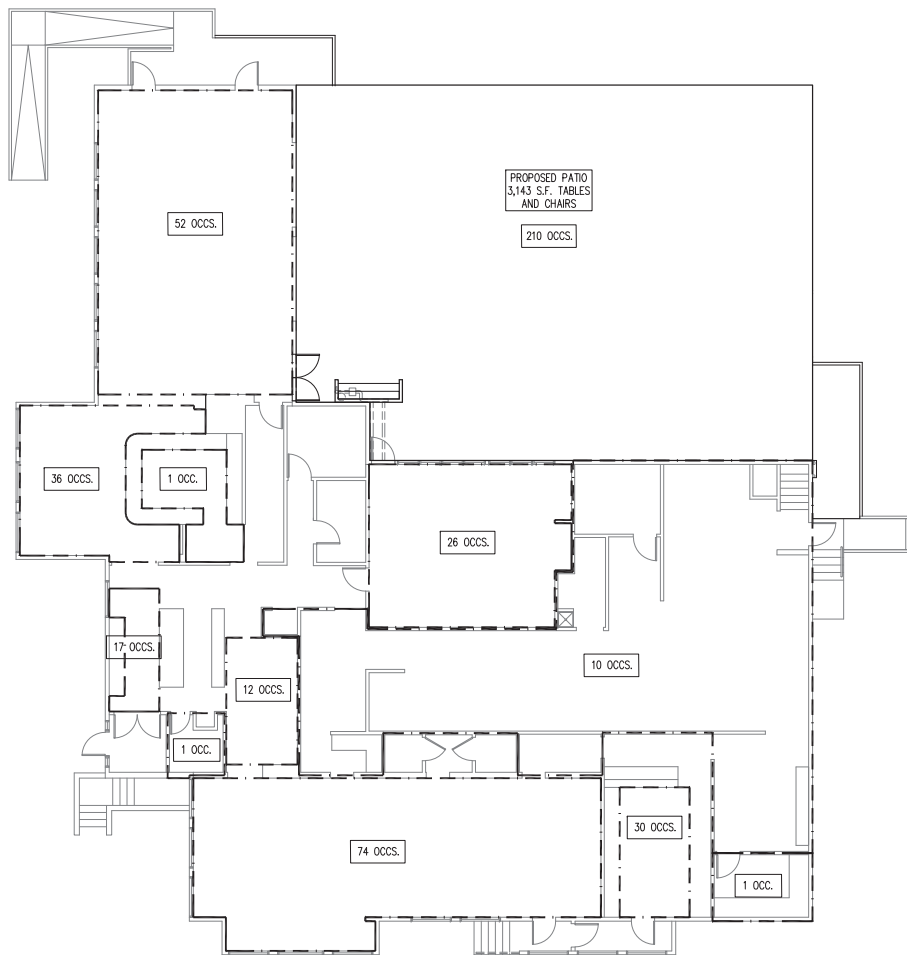
The work will include a new wooden deck for outdoor dining services, that's approximately 3,143 square feet, behind an existing pizza restaurant. The wooden deck will be on wooden posts and concrete pier with wooden guardrails along the edge. New wooden deck will connect to existing wooden ramp on the north side of building and mandoor on east side.

The wooden deck will also have a wood pergola feature along the west side of the deck. (4) existing windows between the dining room and wooden deck will be demolished and infilled with (2) new overhead doors. The existing door from the dining room will also be replaced with a double door.

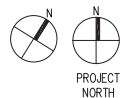


1 PRELIMINARY PATIO SKETCH
1A SCALE: 1/16" = 1'-0"





1
18 OCCUPANCY LOAD
SCALE: 1/16" = 1'-0"



Existing Plumbing Fixtures & Configuration					
Occupancy	Gross Area	Net Area	Multiplier	Design Load	Remarks
Buffalo Dining Room	1087				
Tables/Chairs		427	15 net	29	
Booths			24 LF	45	(6) 66" booths = 18; (6) 54" booths = 18; 215" banquette = 9
Shutter Dining Room	1067				
Tables/Chairs		772	15 net	52	
Mirror Dining Room	559				
Tables/Chairs		226	15 net	15	
Booths			24 LF	11	263" banquette = 11
Lobby Dining Room	172				
Booths			24 LF	12	(6) 50" booths = 12
Bar	600				
Bar Seating		27'	1.5 LF	18	
Booths				18	(6) 54" booths = 18
Bar Service		125	200 gross	1	
Kitchen	1927		200 gross	10	
Lobby	296	82	5 net	17	
Carryout	344	150	5 net	30	
Storage	60		300 gross	1	
Office	113		150 gross	1	
Restroom	316		...	...	
Corridor	235		...	...	
Vestibule	67		...	...	
Total Design Load	6843			260	
Total Existing	6843			288	*Actual Posted Occupancy
Total Proposed @Patio	3143		15 net	210	
TOTAL				498	

Existing Plumbing Fixtures & Configuration					
(1) Men's Restroom					
(1) Single-user Men's Restroom					
(1) Women's Restroom					
(1) Single-user Women's Restroom					
Occupant Load	Water Closets		Urinals	Lavatories	
288 (144 M, 144 F)	Male	Female		Male	Female
		1: 1-50 2: 51-100 3: 101-150 4: 151-300	1: 1-150; 1 per each add'l 150	1: 1-100 2: 101-200 3: 201-400	1: 1-100 2: 101-200 3: 201-400
Required	2	3	1	2	2
Provided	3	3	2	3	3

Proposed Plumbing Configuration					
(1) Men's Restroom					
(1) Women's Restroom					
(2) All-gender Restrooms					
Occupant Load	Water Closets		Urinals	Lavatories	
498 (249 M, 249 F)	Male	Female		Male	Female
		1: 1-50 2: 51-100 3: 101-150 4: 151-300	1: 1-150; 1 per each add'l 150	1: 1-100 2: 101-200 3: 201-400	1: 1-100 2: 101-200 3: 201-400
Required	2	4	2	3	3
Provided	4	4	2	4	4

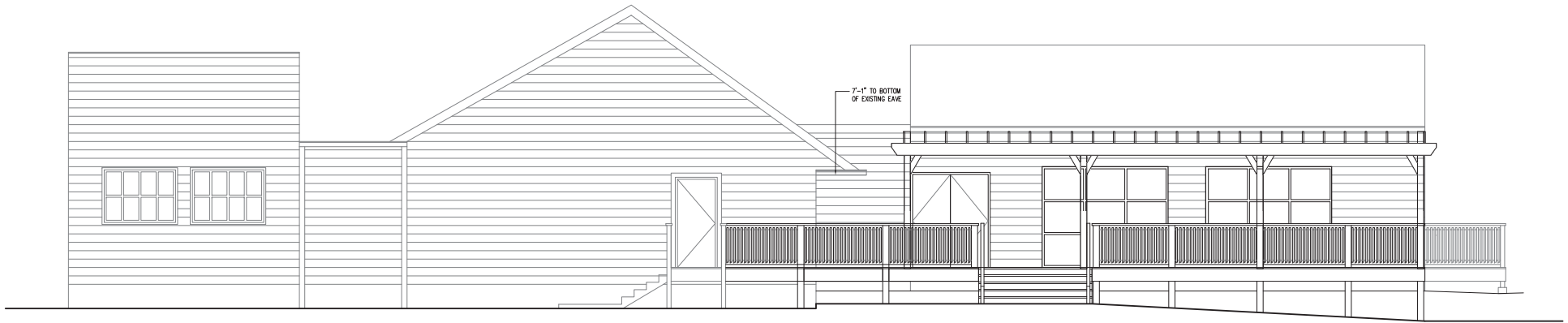


LOU MALNATI'S PATIO & RENOVATION
BUFFALO GROVE, IL

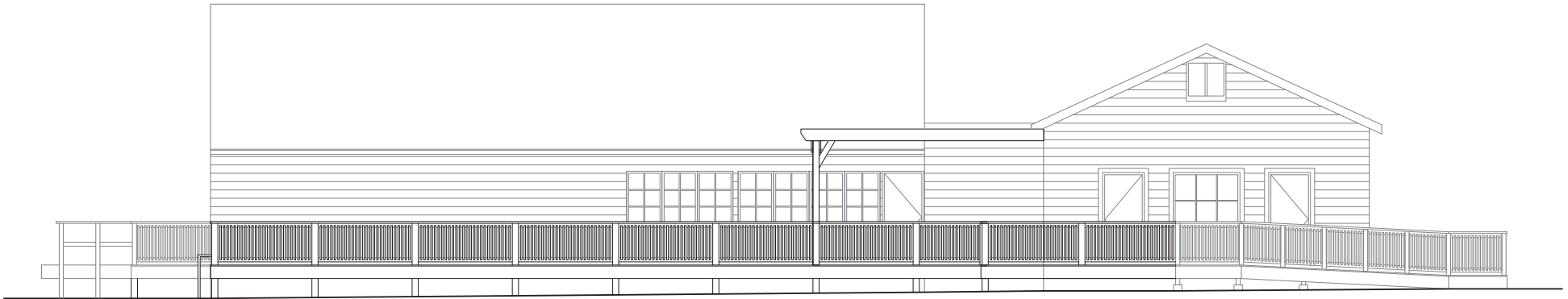


PROJECT NUMBER: 25007

05.23.2025



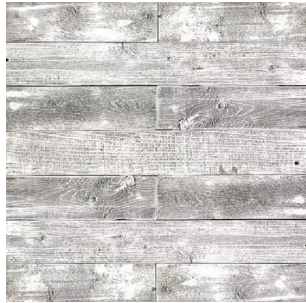
1 NORTH ELEVATION
2.0 SCALE: 1/8" = 1'-0"



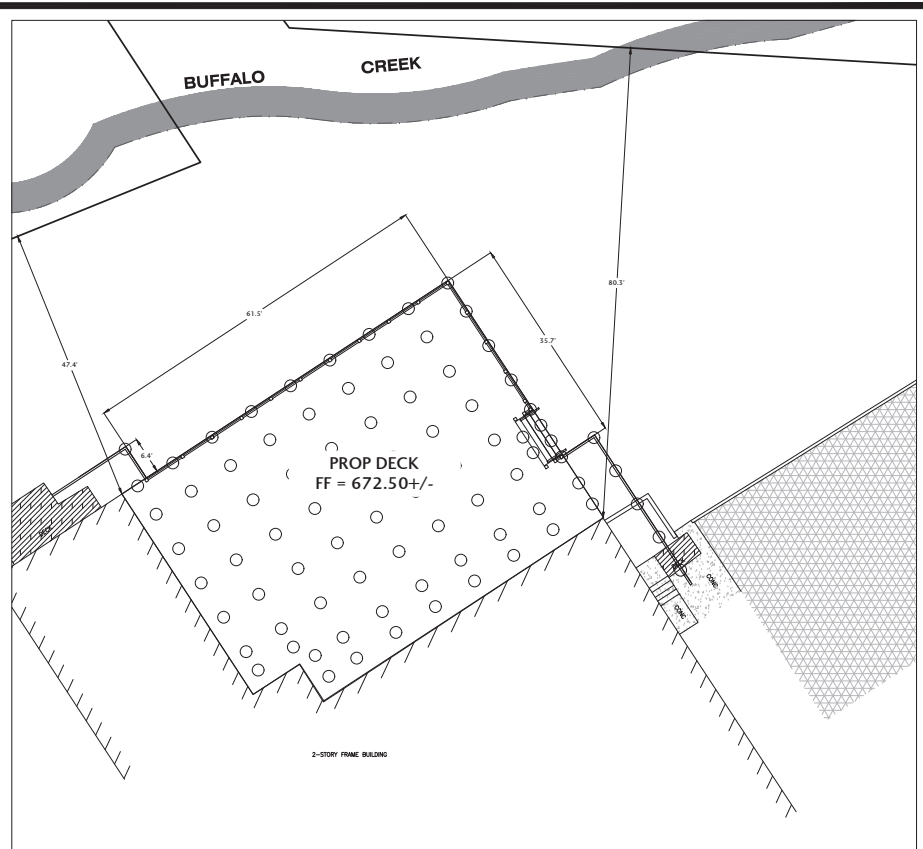
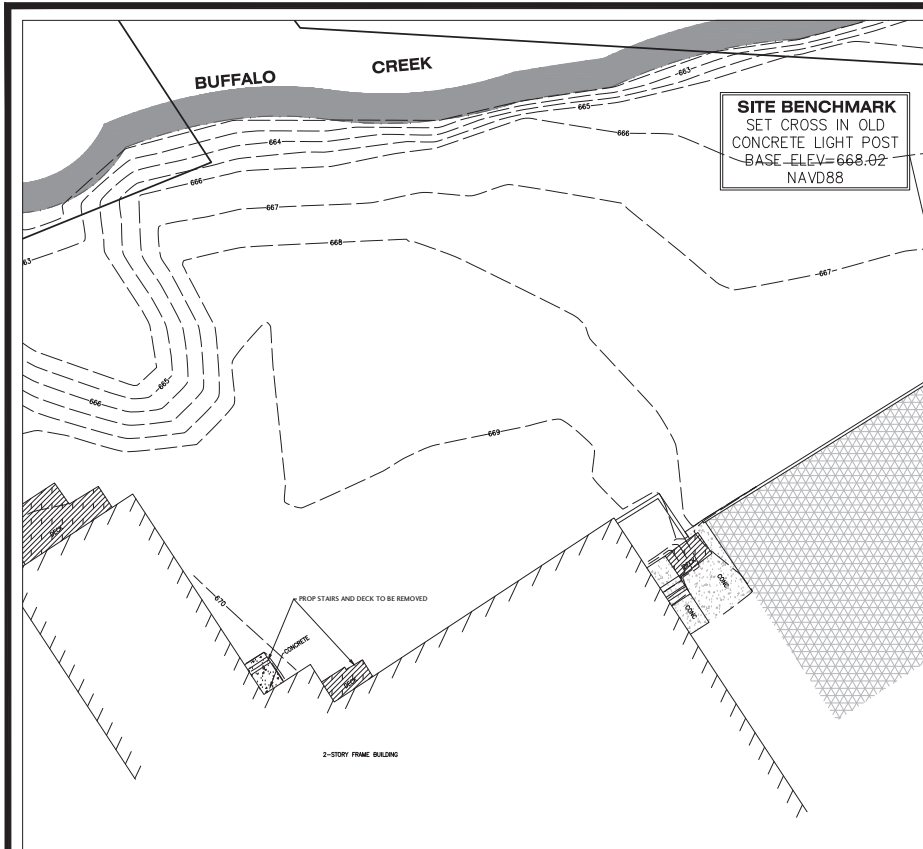
2 EAST ELEVATION
2.0 SCALE: 1/8" = 1'-0"



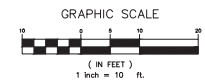




1 WHITEWASH INSPIRATION PHOTOS
1.2 SCALE: 1/16" = 1'-0"



LEGEND	
	= EXISTING BITUMINOUS PAVEMENT
	= EXISTING CONCRETE SIDEWALK
	= EXISTING DECK
	= EXISTING BUILDING
	= PROPOSED DECK
	= PROPOSED PIER



NO.	DATE	DESCRIPTION



LEGEND

	= EXISTING BITUMINOUS PAVEMENT
	= EXISTING CONCRETE SIDEWALK
	= EXISTING DECK
	= EXISTING BUILDING

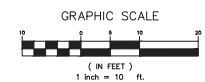
- ## DEMOLITION NOTES
1. CONTRACTOR SHALL FIELD VERIFY EXISTING UTILITY LOCATIONS AND ELEVATIONS PRIOR TO DEMOLITION. SOME UTILITIES MAY NOT BE SHOWN.
 2. COORDINATE WITH LOCAL AUTHORITIES AND UTILITY PURVEYORS FOR THE REMOVAL/RELICATION OF EXISTING UTILITIES.
 3. SEQUENCING OF EXISTING PAVEMENT SHALL BE FIELD DETERMINED TO PROVIDE A CLEAN VERTICAL KICK TO MATCH PROPOSED PAVEMENT.
 4. KEEP ALL PUBLIC AND PRIVATE STREETS CLEAR OF CONSTRUCTION DEBRIS, TRASH, AND MATERIALS. DISPOSE OF EXISTING PUBLIC AND PRIVATE PROPERTIES BE PROTECTED FROM DAMAGE CAUSED BY CONSTRUCTION.
 5. ALL WASTE MATERIALS SHALL BE DISPOSED OF OFFSITE IN AN APPROVED FACILITY.
 6. ALL WASTE MATERIALS SHALL BE REMOVED IN A MANNER THAT PREVENTS INJURY OR DAMAGE TO ADJACENT EXISTING PROPERTIES AND/OR RIGHT-OF-WAY.
 7. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO DEMOLITION OPERATIONS.
 8. THE SITE SHALL BE GRADED TO MINIMIZE ACCUMULATION OF WATER OR DAMAGE TO ANY FORMATIONS ON THE PREMISES OF EXISTING PROPERTY.

LEGEND

	= EXISTING BITUMINOUS PAVEMENT
	= EXISTING CONCRETE PAVEMENT
	= EXISTING CONCRETE SIDEWALK
	= EXISTING GRAVEL
	= EXISTING BUILDING
	= PROPOSED DECK

- OVERALL NOTES**

 1. ALL SIGNING AND PAVEMENT MARKINGS SHALL MEET MUTCD STANDARDS.
 2. PAVEMENT MARKINGS TO BE 4" WIDE PAINT UNLESS OTHERWISE NOTED.
 3. ALL ACCESSIBLE PARKING SIGNS (R7-8) SHALL BE PLACED AT THE CENTER OF THE PARKING SPACE AND WITHIN 5' OF THE SPACE.
 4. ALL DIMENSIONS ARE TO BACK OF CURB, EDGE OF PAVEMENT, AND OUTSIDE OF BUILDING FOUNDATION UNLESS OTHERWISE NOTED.
 5. STRIPING DIMENSIONS ARE FROM CENTER TO CENTER OF PAVEMENT MARKING.



STUDIO 222
ARCHITECTS
CHICAGO,
ILLINOIS



SCALE
1" = 10'

ISSUE DATE
05/23/2025

PROJECT MANAGER
MAM

DESIGNER
LRT

QUALITY CONTROL
JEC

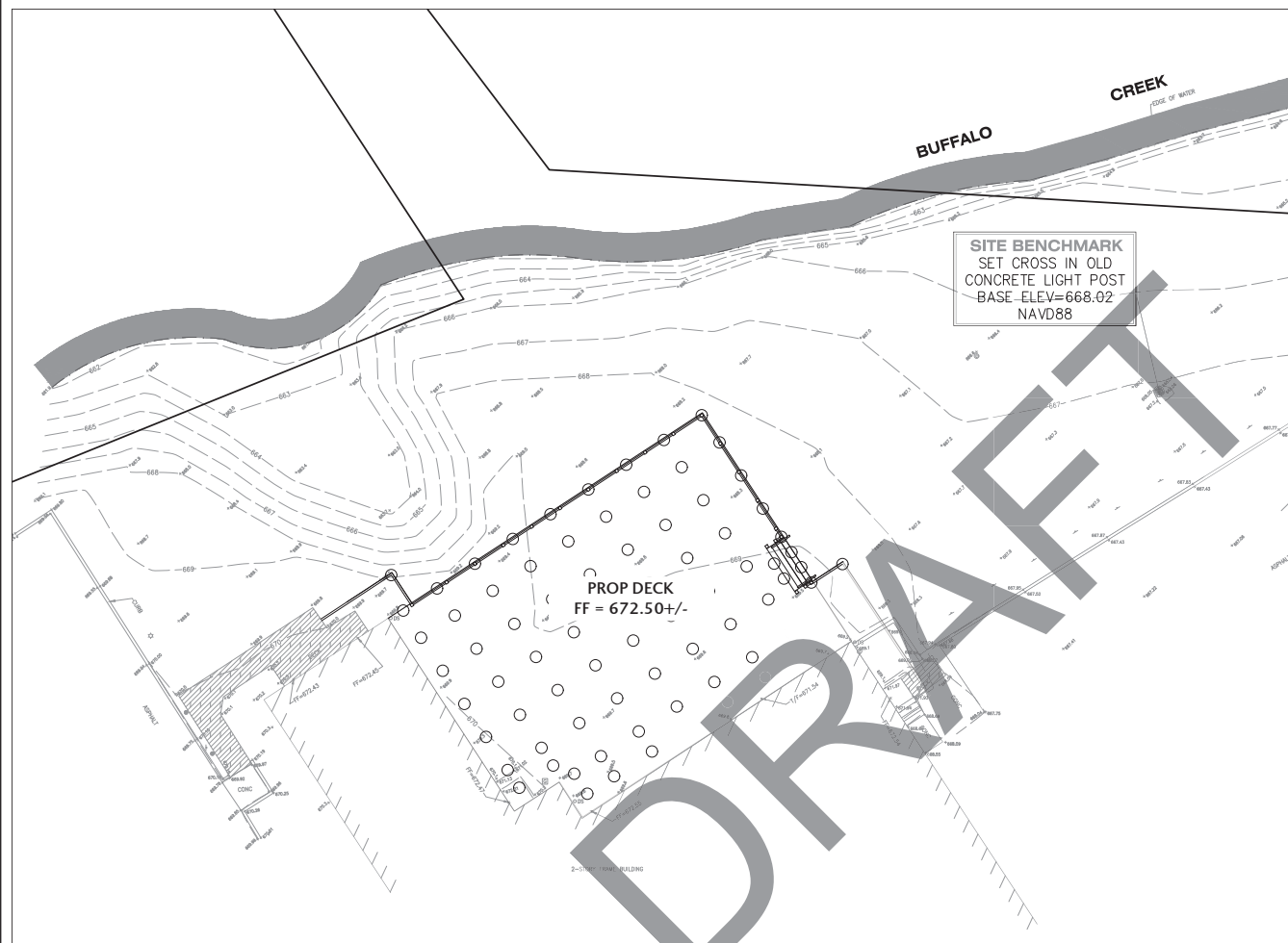
LOU MALNATI'S
DECK EXPANSION

BUFFALO GROVE,
ILLINOIS

[illegible]

PROJECT NUMBER	STUD-25023-3
SHEET TITLE	EXISTING CONDITIONS AND OVERALL PLAN
SHEET NUMBER	

C1.0



SITE BENCHMARK
SET CROSS IN OLD
CONCRETE LIGHT POST
BASE ELEV=668.02
NAVD88

PROP DECK
FF = 672.50+/-

2-STOREY FRAME BUILDING

GRADING & EROSION CONTROL NOTES:

1. ALL DISTURBED AREAS SHALL BE STABILIZED WITH NAL GREEN D575 EROSION BLANKET OR APPROVED EQUIVALENT HYDROSEEDING MIX, UNLESS OTHERWISE NOTED WITHIN THE PLAN SET.
2. CONTRACTOR RESPONSIBLE FOR MAINTENANCE/REPAIR OF EROSION CONTROL MEASURES UNTIL ADJACENT VEGETATION GROWTH HAS OCCURRED. MAINTENANCE/REPAIR WORK SHALL BE INCIDENTAL TO THE INSTALLATION COSTS.
3. CONTRACTOR RESPONSIBLE FOR ADDITIONAL EROSION CONTROL MEASURES AS RECOMMENDED BY THE ENFORCEMENT OFFICER OR THE DESIGNATED EROSION INSPECTOR AS SITE CONDITIONS WARRANT.
4. ALL TRAPPED SEDIMENT IS TO BE PROPERLY STABILIZED OR DISPOSED OF.
5. IF CONTRACTOR NEEDS TO Dewater WHEN EXCAVATING, THEY MUST PUMP TO A "DIRT BAG" OR APPROVED EQUIVALENT.
6. WHERE USE OF TREE PROTECTION FENCING DOES NOT PROVIDE ADEQUATE PROTECTION, TREE TRUNK PROTECTION SHALL BE USED.
7. TEMPORARY SEEDING SHALL BE REQUIRED TO TEMPORARILY STABILIZE DISTURBED AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR COVER BY CONSTRUCTION WORK WITHIN A PERIOD OF MORE THAN 14 DAYS. THE COVER CROP SEED MIX SHALL BE UTILIZED FOR TEMPORARY SEEDING.
8. CONTRACTOR IS RESPONSIBLE TO EMPLOY DUST CONTROL METHODS TO REDUCE & PREVENT THE SURFACE AND AIR TRANSPORT OF DUST DURING CONSTRUCTION. INCLUDES DUST SUPPRESSION OF SOIL DISTURBANCE. CONTRACTOR SHALL UTILIZE MULCHING METHODS. (DOT 251.03 OR EQUIVALENT)

GRADING & EROSION CONTROL LEGEND

DRAINAGE ARROW

OVERFLOW ROUTE

SILT FENCE

TEMPORARY TYPE II / TYPE III TRAFFIC BARRICADES

OPEN LID INLET PROTECTION

RIP RAP PROTECTION

SEDIMENT LOG (CURLX SEDIMENT LOG #6)

STABILIZED CONSTRUCTION ENTRANCE

PERMIT DISPLAY BOARD

PORTABLE CONCRETE WASHOUT AREA

ONSITE TRASH DUMPER

PROPOSED ELEVATIONS:

TOP OF CONCRETE CURB

CONCRETE CURB GUTTER

EDGE OF CONCRETE/BITUMINOUS PAVEMENT

EDGE OF CONCRETE SIDEWALK

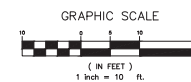
TOP OF WALL

ROOFING WALL

TOP OF FOUNDATION

FIRST FLOOR ELEVATION

FINISHED GRADE



STUDIO 222
ARCHITECTS
CHICAGO,
ILLINOIS



SCALE

1"=10'

ISSUE DATE

05/23/2025

MAM

DESIGNER

LRT

QUALITY CONTROL

底

LOU MALNATI'S DECK EXPANSION

BUFFALO GROVE,
ILLINOIS

[illegible]

PROJECT NUMBER
STUD-25023-3

SHEET TITLE

**GRADING &
EROSION CONTROL
PLAN**

SHEET NUMBER

C2.0

**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, JUNE 18, 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 Moodhe, PZC Commissioner Worlikar, PZC Commissioner Spunt, PZC Commissioner Davis, PZC Commissioner Saxena, PZC Commissioner Schwartz, PZC Commissioner Gregory.

Absent from the meeting was PZC Commissioner Au

Also present were: Trustee Liaison Lester Ottenheimer, Village Attorney Patrick Brankin, Deputy Director of Community Development Kelly Purvis, Associate Planner Andrew Binder, and Civil Engineer Adam Dow

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

A. Consideration of an amendment to the Preliminary Plan approved by Ordinance No. 1993-065, to build a new wooden deck with a pergola in the rear yard for outdoor dining at 85 S Buffalo Grove Rd

Associate Planner Binder provided an overview of the request indicating staff's support for approval of the preliminary plan to allow construction of a new deck and pergola on the property.

Kim Wagner (Construction Manager), Meghan Michel (Civil Engineer), Kelly O'Connor (Architect) representing Lou Malnati's were sworn in.

Wagner indicated that this is one of the Malnati's flagship stores. She also noted that the deck is meant to give a backyard feeling to customers.

Com. Schwartz asked what the construction will look like in terms of traffic.

Wagner indicated that she does not want the construction to interfere with the guest experience. She noted that they will try to minimize the overlap.

Com. Spunt asked about the location of the piers in relation to the creek.

Michel responded that the piers will be located far enough away from the creek and out of any slope.

Com. Moodhe asked about their intent in terms of keeping the deck open, versus enclosed.

Wagner noted that the plan is to keep the deck open and she described an additional area that will be enclosed that will feature roll up doors.

Com. Moodhe asked about the color of the deck.

O'Connor responded that the color of the deck has not been selected, but will likely be white or black.

Com. Worlikar asked about the curb cuts and whether they have considered adding another one.

Wagner indicated that it isn't something that has been considered as part of this project.

Com. Saxena asked about how adding about 200 additional seats will impact capacity.

Wagner indicated that it will approximately double the capacity.

Com. Saxena noted that navigating the parking lot can be an issue at times, and wanted to understand, even though it meets the zoning requirements whether there will actually be enough parking to accommodate the additional customers.

Wagner indicated that they are discussing how best to modify operations to accommodate the additional customers.

Com. Davis asked the petitioners if they conducted any sort of traffic/parking study on their own.

Wagner indicated that they had not.

Chairperson Weinstein asked about consideration related to noise and lighting.

Binder responded that a photometric plan was submitted and that there are no concerns related to either lighting or noise due to the location of the proposed deck behind the building.

Purvis noted that outdoor dining is a permitted use in the district and that a noise analysis was not required.

Chairperson Weinstein asked Attorney Brankin about the parking requirements and whether he could confirm that they are adequate.

Brankin responded that they have more than enough parking per the code requirements.

Com. Gregory asked about operations and how this additional capacity would impact their ability to operate effectively.

Wagner stated that they may scale it back some.

Com. Schwartz asked about construction hours.

Binder responded that the hours were 7:00am - 7:00pm.

Com. Schwartz asked about staging construction equipment.

Wagner indicated that she does not think that construction equipment will remain on the property and would not interfere with parking.

The Staff Report was entered into the record as Exhibit 1.

The public hearing was closed, and the Chairperson called for a motion.

Com. Davis moved to make a positive recommendation to the Village Board to allow an amendment to the Preliminary Plan approved by Ordinance No. 1993-065, to construct a new 3,143 sqft wooden deck in the rear yard for outdoor dining at 85 S Buffalo Grove Rd, subject to the following conditions:

1. The proposed development shall be constructed in substantial conformance with the plans attached and in accordance with Section 16.20.070 of the Development Ordinance.
2. Final Engineering plans shall be revised in a manner acceptable to the Village as required.

The motion was seconded by Com. Moodhe.

Com. Spunt indicated he is in support of the changes and noted that he looks forward to the deck being constructed.

Com. Moodhe noted that the short-term traffic that is likely to be there for construction traffic should be set aside for the long-term benefit. He also noted that any sound from the restaurant would likely be less than the traffic on Buffalo Grove Road. Moodhe noted that the additional capacity should help to clear out those that are waiting in the waiting area. He stated they can work these things out, and noted these are good problems to have.

Com. Worlikar indicated that he is in support of the motion. He also noted that the parking lot to the south is part of their property, and suggested they could add some signage to make that more clear. He agreed with Com. Moodhe

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

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

NAYS: 0 None

ABSENT: 1 Amy Au

Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

B. Approval of Draft Minutes from the May 7, 2025 Planning and Zoning Commission Meeting

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

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

NAYS: 0 None

ABSENT: 1 Amy Au

Motion declared Passed.

C. Chairperson's Report

Chairperson Weinstein welcomed Commissioner Gregory to the PZC.

D. Committee and Liaison Reports

Spunt gave an overview of the Board meeting he attended in May.

Davis indicated that the June 16th Board meeting included an award presentation for Rotary Firefighter of the Year, swearing in of the new Deputy Police Chief, and approval of an easement agreement for First Watch Restaurant.

E. Staff Report/Future Agenda Schedule

Staff reminded the Commissioners of the Volunteer Reception scheduled for June 22, 2025 from 4pm to 6pm.

Purvis also noted upcoming meeting dates.

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.

None

ADJOURNMENT

The meeting was adjourned at 8:09 PM.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 21, 2025

AGENDA ITEM 8.j. O-2025-87

Ordinance Authorizing Execution of a Contract with Hydro-Chem Systems, Inc. for Automated Truck Wash at 1650 Leider Lane

Contacts

Liaison: Trustee Weidenfeld

Staff: James Warnstedt

Staff Recommendation

Staff recommends approval.

Recommended Motion

Staff recommends approval of a contract with Hydro-Chem Systems, Inc. to furnish and install the automated truck wash system at 1650 Leider Lane in an amount not to exceed \$139,891.16 pending final review and approval by the Village Attorney.

Summary

See memo attached.

Strategic Alignment

Guiding Principle

Principle 1: Financially Responsible and Sound

Principle 3: Plan and Invest in the Future

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

1. Automated Truck Wash Memo
2. Automated Truck Wash Ordinance 2025
3. Automated Truck Wash Contract 2025 (002)



MEMORANDUM

DATE: July 14, 2025

TO: Dane C. Bragg, Village Manager

FROM: Jim Warnstedt, Deputy Public Works Director
Bryan Beitzel, Public Works Superintendent

SUBJECT: Automated Truck Wash

RECOMMENDATION

Staff recommends approval of a contract with Hydro-Chem Systems, Inc. to furnish and install the automated truck wash system at 1650 Leider Lane in an amount not to exceed \$139,891.16 pending final review and approval by the Village Attorney.

BACKGROUND

The Public Works Department uses a combination of pressure washers and fire hoses to wash all vehicles and equipment. This has been standard practice within the department following winter maintenance activities, water and sewer main breaks, and any other emergency response activity as well as weekly cleaning and maintenance. Much care is given to the ongoing maintenance of our fleet, and this has resulted in an average fleet age that exceeds industry averages as well as maintaining a professional public appearance.

Staff estimates that every Public Works front line employee spends nearly 40 hours annually performing vehicle and equipment washing as part of their duties to help maintain our fleet. Amortized across all Public Works employees, that equates to 1,320 manhours per year at a cost of nearly \$53,000 based on the current entry level maintenance worker salary.

The new Public Works facility was designed to include an automated vehicle wash system. Funding for this system has been provided as part of the owner supplied items budget for the project. Senior staff elected to wait until the project was completed before proceeding to assure the owner supplied items budget could support the system as part of the overall project.

The proposed new automated system is a significant step forward towards the efficient ongoing cleaning and maintenance of our fleet. This new system will provide weekly washes for the entire standard village fleet within Public Works, Police, Community Development and Fire (minus oversized or specialized equipment like loaders and ladder apparatus). The new system will greatly reduce the amount of staff time needed to adequately wash units, with projected wash times around 3 minutes per wash cycle per unit. The new system is designed to use high pressure low volume water consumption resulting in less water used per wash than our current method. Cost per wash for the new system is projected to be \$3.61 per wash cycle based on a vehicle 35 ft. in length, with descending costs for shorter vehicles. This represents a \$1.39 savings per wash

Page 1 of 2

smart. with heart.

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

over the current procedure used by the Police Department taking their units through a current contractual carwash in Buffalo Grove weekly or as needed throughout the year.

The automated truck wash system will incorporate detergents, rust inhibitors, salt neutralizers and other products as needed as part of the 3-tier wash system to thoroughly clean and protect the fleet as seasons and conditions change. Staff will have the ability to swap various products within the system for seasonal specific wash cycles.

Staff will still use pressure washers and fire hoses for major cleaning of Village vehicles to wash mud and debris from truck beds following main breaks, and for large scale rinsing of truck beds following winter operations. Once the heavy cleaning and rinsing is completed, these units will be driven through the automated wash for exterior cleaning. Staff also plan to add vehicle washing to regularly scheduled preventive maintenance services on all Village vehicles, improving upon our internal service delivery.

While installation of the truck wash will be led by the team at Hydro-Chem Systems, Inc., our Public Works staff will provide and install the necessary utilities to mate the automated truck wash. Maintenance and service of the Hydro-Chem Systems automated truck wash system incorporates materials that can be purchased through regular plumbing supply house channels and can be installed by our staff in the event of a malfunction which will reduce long term maintenance costs. The system as recommended will include a 1-year warranty for parts and labor. An annual maintenance and inspection process will ensure proper operation of the system, which Hydro-Chem recommends for optimal performance and longevity.

ANALYSIS

The Village currently has 95 standard vehicles that could utilize this wash system. Assuming each unit receives a standard wash each week, this constitutes \$6,866 of annual savings versus contractual washing. Based on the added efficiency of this wash system at 3 minutes per wash cycle, staff believe there is an unrealized savings of an additional \$31,800 in staff labor to perform the same level of service based on 60% improved efficiency. Combined annually, these total \$38,666 in reduced overall cost, giving this automated wash system a return on our investment in approximately 3.5 years.

FINANCIAL IMPACT

As staff were closely tracking the financials of the Public Works facility construction project, the purchase of the automated truck wash was an item that was intentionally held off. This gave the team the opportunity to review any outstanding cost items prior to the project closeout. With the project closeout now complete, the overall savings from the Guaranteed Maximum Price for the construction of this project is \$99,918.00. The truck wash, as funded out of the owner supplied items budget for the project, would leave a positive balance in that budget of \$14,949.60 after installation. Knowing our financial position as it relates to the owner supplied item budget, staff would like to move forward on the installation of the automated truck wash system.



ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING THE EXECUTION OF
A CONTRACT WITH HYDRO-CHEM SYSTEMS, INC.
FOR AN AUTOMATED TRUCK WASH

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

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

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

SECTION 2. The Village Manager is authorized to execute a contract with Hydro-Chem Systems, Inc., for an automated truck wash at 1650 Leider Lane, at a price not to exceed \$139,891.16, 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

Automated Truck Wash Contract

Automated Truck Wash Contract (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and Hydro-Chem Systems an [Incorporation] (hereinafter the “**Contractor**”) on this ____ day of _____, 2025 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Village has solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; and

WHEREAS, the Contractor wishes to enter into this Contract with the Village and the Village wishes to enter into this Contract with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Contract **Exhibit A** (the “**Work**”) which is incorporated into the Contract by this reference.

ARTICLE II - CONTRACT DOCUMENTS

The following exhibits are attached hereto and incorporated herein by this reference:

- Contract Exhibit A – Description of the Work**
- Contract Exhibit B – Schedule of Prices**
- Contract Exhibit C – Performance and Payment Bond**
- Contract Exhibit D – Partial Lien Waiver**
- Contract Exhibit E – Final Lien Waiver**

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

ARTICLE III - CONTRACT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Contract as detailed in **Contract Exhibit B** (the “**Schedule of Prices**”) Unless explicitly provided otherwise in this Contract, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

The Village of Buffalo Grove reserves the right to reject a proposed price increase and terminate the Contract.

ARTICLE IV – APPLICATION FOR PAYMENT

The Contractor shall be paid at most once a month and only after providing the Village the following:

1. An executed and notarized Contractor’s Sworn Statement in a form similar to AIA G702 or AIA G703;
2. Either a partial or final lien waiver from every subcontractor, sub-subcontractor, or materialman in substantially the same form as attached here as **Contract Exhibit D** and **Contract Exhibit E**;
3. Certified payroll necessary for the Prevailing Wage Act; and

All payments under this Contract must be approved by the Village’s Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – CONTRACT TIME

Term. The Contractor shall fully, and not substantially, complete all the Work and the Work shall be accepted by the **Director of Public Works**, provided that acceptance by the **Director of Public Works** shall not be unreasonably delayed, on or before **12/31/2025**.

If the Contractor shall fail to complete the work within the Contract Time which shall include any proper extension granted by the Village, the Contractor shall pay to the Village an amount equal to Five Hundred dollars (\$500) per calendar day for each day past the Contract Time until final acceptance by the Village, as liquidated damages and not as a penalty.

Termination of Contract. The Contract may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under the Contract through no fault of the terminating party; or the Village may terminate the Contract, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than thirty (30) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

ARTICLE VI – PERFORMANCE and PAYMENT BOND

The Contractor shall provide the Village with a performance and payment bond in substantially the same form as on **Contract Exhibit C** (the “**Performance and Payment Bond**”) prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the **Director of Public Works** or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the **Director of Public Works** or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

ARTICLE IX – CONTRACTORS INSURANCE

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

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

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

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
4. [Owners and Contractors Protective Liability \(OCP\) policy with the Village of Buffalo Grove as insured.](#)

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

The Certificate of Insurance shall state the Village of Buffalo Grove has been endorsed as an "additional insured" by the Vendor's insurance carrier. Specifically, this Certificate must include the following language: **"The Village of Buffalo Grove, and it's respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the agreement term."**

H. Subcontractors

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

I. Assumption of Liability

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

J. Workers' Compensation and Employers' Liability Coverage

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

K. Failure to Comply

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

ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority or Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance’s website.

ARTICLE XI – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor’s consultants in connection with the Work (collectively, the “**Documents**”) or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be “Works for Hire” within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys’ fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XII – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a “**Notice**”) shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE: Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089
jwarnstedt@vbg.org
ATTN: Deputy Public Works Director

WITH COPIES TO: Cc: pbrankin@schainbanks.com
Cc:tcwisniewski@vbg.org

IF TO THE CONTRACTOR: _____

ATTN: Jeff Marcusse

ARTICLE XIII – CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIV – NOTICE OF STARTING WORK

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

ARTICLE XV – SEQUENCE OF THE WORK

The **Director of Public Works** shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XVI – SUPERVISION

The **Director of Public Works** shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the **Director of Public Works**. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the **Director of Public Works**, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the **Director of Public Works**, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVIII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the **Director of Public Works**. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the **Director of Public Works** or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the **Director of Public Works** or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the **Director of Public Works** or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the **Director of Public Works** or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

ARTICLE XX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the **Director of Public Works** by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XXI – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the **Director of Public Works** or his authorized representative.

ARTICLE XXII – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics’, materialmens’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

ARTICLE XXIV – COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers’ Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys’ and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

F. PREVAILING WAGE ACT - The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days’ Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker’s name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number

Current rates can be located on the Illinois Department of Labor website.

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

ARTICLE XXV – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

ARTICLE XXVI – CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXVII – MISCELLANEOUS

- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- D. NO THIRD-PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- E. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- F. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- H. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- I. CALENDAR DAYS AND TIME.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

J. COUNTERPARTS – This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be executed as of the Effective Date.

Village of Buffalo Grove,
an Illinois home-rule unit of government

Hydro-Chem Systems
[A Michigan INC company]

By: _____
Name: Dane Bragg
Title: Village Manager

By: _____
Name: _____
Title: _____

CONTRACT EXHIBIT A& B- DESCRIPTION OF THE WORK & SCHEDULE OF PRICES



Hydro-Chem Systems, Inc
 6605 Broadmoor Ave SE | Caledonia, Michigan 49316
 PH: (616) 531-6420 | FX: (616) 531-8692
www.hydrochemsystems.com



Customer :

Attn : Bryan Beitzel
 Village of Buffalo Grove Public
 Works
 Buffalo Grove IL

Ship To :

Bryan Beitzel
 Village of Buffalo Grove Public
 Works
 Buffalo Grove IL
 United States

Date : 6/11/2025

Expires : 7/11/2025

Terms : See Planning Form

Proposal # : QUO23795

Sales Rep Phone : (616) 426-3513 X 144

Sales Rep Email : jeff.marcusse@hscsclean.com

Sales Rep Name : Jeff Marcusse

Quote

Item	Description	Quantity	Rate	Amount
Automated Wash System Basic - 1S-T-DAF-RAF-PRNone-F	Two-Step Municipal Automated Express Oscillating Fleet Wash	1		\$139,891.16
095302	Aluminum Oscillating Detergent Application Arch with Rear Spray - 15'	1		INCLUDED
ARCH: Constructed of Aluminum, utilized because of Aluminum's natural anti-corrosion properties. This construction eliminates the need for painting to provide long life and dependability. This arch is to be attached to the floor utilizing stainless steel anchors. SIDE MANIFOLDS: Constructed of Schedule 80 PVC material. The detergent arch will oscillate to ensure that multiple areas of the vehicles are thoroughly covered in detergent. This feature provides for an overlapping application of the detergent without a double row of nozzles. This oscillation process is performed utilizing a stainless steel air cylinder. As the vehicle enters the wash bay, the detergent manifolds are initially pivoted slightly towards the entrance of the wash bay to effectively apply detergent to the front of the vehicle. Once the front of the vehicle is past the detergent arch, the manifolds begin to oscillate the entire length of the vehicle. As the rear of the vehicle passes the detergent arch, the manifolds will be fixed towards the exit of the wash bay to effectively apply detergent to the rear of the vehicle. This method will significantly reduce the volume of detergent mix used - achieving a lower cost-per-wash. INTENSIFIED REAR MANIFOLD: Constructed of Schedule 80 PVC. The intensified rear detergent manifold applies detergent to the rear of a flat-sided vehicle at up to double the concentration vs the sides, increasing the cleaning ability of the wash system on the rear of the vehicle.				

Item	Description	Quantity	Rate	Amount
095303	Aluminum Oscillating Detergent Application Arch with Presoak and Rear Spray - 15'	1		INCLUDED
	ARCH: Constructed of Aluminum, utilized because of aluminum's natural anti-corrosion properties. This construction eliminates the need for painting to provide long life and dependability. This arch is to be attached to the floor utilizing stainless steel anchors. SIDE MANIFOLDS: Constructed of Schedule 80 PVC material. The detergent arch will oscillate to ensure that multiple areas of the vehicles are thoroughly covered in detergent. This feature provides for an overlapping application of the detergent without a double row of nozzles. This oscillation process is performed utilizing a stainless steel air cylinder. As the vehicle enters the wash bay, the detergent manifolds are initially pivoted slightly towards the wash bay entrance to apply detergent to the front of the vehicle effectively. Once the front of the vehicle is past the detergent arch, the manifolds begin to oscillate the entire vehicle length. As the rear of the vehicle passes the detergent arch, the manifolds will be fixed towards the exit of the wash bay to effectively apply detergent to the rear of the vehicle. This method will significantly reduce the volume of detergent mix used - achieving a lower cost-per-wash. INTENSIFIED PRESOAK MANIFOLDS: Constructed of Schedule 80 PVC. The intensified presoak detergent feature applies detergent to the front and wind deflector of the vehicle up to double the concentration applied to the sides. This feature increases the cleaning ability of the wash system on the front of the vehicle. INTENSIFIED REAR MANIFOLD: Constructed of Schedule 80 PVC. The intensified rear detergent manifold applies detergent to the rear of a flat-sided vehicle at up to double the concentration vs the sides, increasing the cleaning ability of the wash system on the rear of the vehicle.			
095252-100-S	Detergent Injection Module 10:1-100:1 - 2X	1		INCLUDED
	The module will properly dilute water with heavy-duty detergents for application through the detergent arch manifolds. Adjustable dilutions 10:1 to 100:1.			
095253-100-S	Detergent Injection Module 10:1-100:1 - 3X	1		INCLUDED
	The module will properly dilute water with heavy-duty detergents for application through the detergent arch manifolds. Adjustable dilutions 10:1 to 100:1.			
424661	Booster Pump - 3hp	1		INCLUDED
	The booster pump features include a stainless steel stack impeller unit with a 230/480VAC, 3 HP TEFC motor. The booster pump ensures that the proper pressure is delivered to the detergent system.			
591098-460-3	Booster Pump Motor Starter - Across Line	1		INCLUDED
	Includes a 480V 3 Phase across line motor starter with 3 Phase protection.			

Item	Description	Quantity	Rate	Amount
095600	Blast Arch,15',Osc Ucw/Wsa Top Waterbroom ARCH: Constructed of Aluminum, utilized because of its natural anti-corrosion properties. This construction eliminates the need for painting to provide long life and dependability. This arch is to be attached to the floor utilizing stainless steel anchors. RINSE MANIFOLDS: Constructed of a 1 1/2" galvanized pipe and uses stainless steel nozzles. This arch uses air cylinders to pivot during the wash process to achieve cleaning impact on the front, and sides of the vehicle. As the vehicle enters the rinse area, the rinse manifolds are initially pivoted slightly towards the front of the vehicle to effectively blast the front. Once the front of the vehicle is past the rinse arch, the manifolds begin to oscillate the entire length of the vehicle. This oscillation allows efficient cleaning on both flat and irregular-shaped vehicles. As the rear of the vehicle passes the rinse arch, the manifolds will be fixed towards the back of the vehicle to effectively clean the rear. TOP MOP: There is a dedicated top manifold to effectively clean the top of the vehicle while also directing the water into the wash bay to control the amount of water that leaves on the vehicle. This arch will also include a dedicated WHEEL SPINNER on each side to clean the wheels and an integrated UNDERCARRIAGE manifold. The undercarriage manifold provides a continual rinse off the underside of the vehicle.	1		INCLUDED
424668	Rinse Pump Module - 60hp ODP Motor with Cast Iron Base Rinse pump is a multi-stage centrifugal pump with Stainless Steel impellers and Cast Iron base. The 208/230/460 Volt, 3 Phase ODP Motor, 60HP pump delivers approximately 230 GPM @ 330 PSI, with an efficiency of 75%.	1		INCLUDED
591085-460-60	Rinse Pump Motor Starter - Across Line Includes a 480V 3Phase across line motor starter with 3 Phase protection.	1		INCLUDED
095562-KIT	3" Flange Kit	1		INCLUDED
192525	1,500 Gallon Holding Tank	1		INCLUDED
095598-1500-121	Rinse Tank Float Sensor Kit - 3 Sensor This kit includes 3 float sensors (High, Medium, Low). These will be used to automatically fill the tank and as a safety precaution if the tanks run low.	1		INCLUDED
095131-20-40-4G	Master Control Panel w/ Router Master Control Panel (MCP) is a PLC-based control system and regulates all operations of the wash system. The MCP is engineered to meet the requirements of NEC Articles 430 and 670, and NFPA Standard 70 and incorporates additional safety/protection by utilizing protective extra-low voltage (PELV) outputs for all for wash bay sensing and control initiation, eliminating high voltage in the wash bay. The MCP is manufactured and listed to UL/cUL specifications. The MCP incorporates a front-mounted LCD HMI Display providing easy access to supervisory functions and visual diagnostic capability of all input and output sensors, including number of wash events, system, and pump run-time hours. Includes Test Mode function allowing independent testing of all functions of the system from the MCP.	1		INCLUDED
595104	Lead Guide Rail - Powder Coated Yellow The guide rails are made out of 4" diameter pipe and spaced off the floor giving a total height of 6 7/8", making them larger than most manufacturers. This provides excellent protection from trucks driving over them. Mounting will be done utilizing 3/4" anchors.	1		INCLUDED
595114-EC	Straight Guide Rail with End Cap - Powder Coated Yellow	1		INCLUDED
595104-EC	Lead Guide Rail - Powder Coated Yellow The guide rails are made out of 4" diameter pipe and spaced off the floor giving a total height of 6 7/8", making them larger than most manufacturers. This provides excellent protection from trucks driving over them. Mounting will be done utilizing 3/4" anchors.	1		INCLUDED

Item	Description	Quantity	Rate	Amount
095150	Loop Sensor Box This enclosure will house all of the loop detector sensors. It comes with a clear front panel to easily monitor the sensors without having to open the enclosure.	1		INCLUDED
593066-1	Air Control Panel - Rinse This panel is utilized for the oscillation of the Blaster Side Rinse Manifolds.	1		INCLUDED
593067	Air Control Panel - Detergent This panel is necessary for the #1, #2 detergent manifolds to pivot and oscillate during the wash.	1		INCLUDED
095191-1	Smart Driver Pace Light The pace lights utilize a high-intensity L.E.D. to assist the driver through the wash bay at the proper pace.	5		INCLUDED
075408	Water Heater - 100 Gallon 199K BTU The water heater is 199,000 BTU heavy-duty commercial natural gas unit. NOTE: The water heater is subject to the manufacturer's warranty and service policy. OPTION: Customer can procure water heater themselves for a \$11,500 deduct.	1		INCLUDED
111209-T	Supersonic Pre-Soak Concentrate, 275G	1		INCLUDED
166009-T	Film Fighter Concentrate, 275G	1		INCLUDED
Bond	Bond - Payment/Performance Bond - 1.1% of the total contract	1		INCLUDED
SYSTEM SETUP/STARTUP ASSISTANCE AND COMMISSIONING	System Setup / Startup Assistance & Commissioning (3-3) This line item estimate will include 2 trips to the job site. The onsite time budget for the initial trip will be for 1 factory support person, working THREE DAYS ONSITE, working with people from your crew in setting all the HCS equipment in place. Final electrical and mechanical interconnection to be performed by others hired by owners (wiring, conduit, piping). HCS will also provide assistance to, and meet with, the electrical & mechanical contractors onsite (Day 3) to review/explain the interconnections. Owner/Contractor will be responsible for unloading equipment onto the job site and providing the necessary concrete cuts for the wash bay floor loop sensor installation; as well as the man-lift equipment necessary for the setting of the wash bay arches. The owner will need to provide support people to work with HCS factory support people in setting the equipment. The second trip, by HCS factory support people, will be made after the interconnections and start-up requirements are complete and the system is ready for commissioning. The onsite time budget for this 2nd trip will be 2 factory support people TWO DAYS ONSITE. HCS will make any final detergent line connections to the detergent modules and then perform the start-up and commissioning of the system. Customer training will take place on Day 2 of the start-up/commissioning timeframe.	1		INCLUDED

Item	Description	Quantity	Rate	Amount
WARRANTY	Warranty: Hydro-Chem Systems, Inc. will repair or replace the vehicle washing equipment or their components that fail in material or workmanship for one year from the date of substantial completion. Travel time/expenses and or labor is additional. This warranty shall not apply to equipment and parts subjected to abuse or improper use, lack of maintenance, or accident. If the project is delayed, warranties can be shorter duration due to procurement dates on components. The use of unapproved chemicals in the vehicle wash system may void the warranty. Customer and/or Chemical vendor will accept responsibility for damage that may occur to the wash equipment. The components subject to warranty must be shipped prepaid to HCS with a Return Goods Authorization (RGA) number, for warranty consideration. Throughout the warranty period, HCS will provide FREE Internet diagnostics of the wash system assuming the owner provides connectivity to the wash system. All Warranty work must be done by an HCS representative unless HCS provides prior approval. At HCS discretion a representative may supervise any warranty work to be completed on the wash system.	1		INCLUDED
Discount	Great Lakes Municipal Referral PMA Discount			INCLUDED
Total				\$139,891.16



HYDRO-CHEM SYSTEMS, INC.

6605 Broadmoor Ave SE | Caledonia, MI 49316
PH: 616-531-6420 | FX: 616-531-8692
www.hcsclean.com

- Cleaning Consultants
- Automated Wash Systems
- Detergents
- Water Treatment
- Pressure Washers
- Sales & Service
- Cleaning Supplies

Municipal Fleet Wash

Installation Requirements

Installation portions to be completed by **HCS**:

INSTALLATION

HCS will provide (1) technicians to:

1. Supervise and assist people from your crew in the erection and anchoring of the detergent and rinse arches.
 2. Supervise and assist with the placement and anchoring of the guide rails.
 3. Supervise and assist with the placement and anchoring of the master control panel, air control panels, detergent modules, rinse pump motor starter, booster pump motor starter.
 4. Supervise and assist with the placement and anchoring of the rinse pump and the booster pump.
 5. Supervise and assist with the placement and anchoring of the traffic lights and pace lights.
 6. Supervise and assist with the placement of the detergent and rinse water tank.
 7. Supply plumber and electrician with all necessary drawings and diagrams for installation.
 8. Meet with owners/contractors to discuss what will need to be completed for their part of the installation.
- We will address all questions and concerns with the owners/contractors.

START UP OF SYSTEM

HCS will provide (2) technicians to:

1. Check all pumps to ensure that proper voltages and amps are being drawn.
2. Calibrate detergent modules to ensure the soaps are being applied at the proper dilution.
3. Program master control panel.
4. Train required employees with all functions of the washing equipment.
5. Train required employees with proper preventative maintenance of truck wash system.



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- Pressure Washers
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- Cleaning Supplies

Installation portions to be completed by **Owners/Contractors:**

OWNER/PLUMBER shall be responsible for:

1. Ensuring that all plumbing work is done consistent with local code.
2. Supplying and installing all interconnecting piping from pumps to arches, detergent modules, tanks, etc.
3. Fixing any leaks found in piping during the startup of the system.
4. Installing the water heater including venting and gas supply line.
5. Running pipe from the air compressor to the air control panels.
6. Running ¼" poly tubing from air control panels to arches.
7. Supplying and installing backflow prevention device.

OWNER/ELECTRICIAN shall be responsible for:

1. Ensuring that all electrical work is done consistent with local code.
2. Supplying 480v 3phase power and circuit breakers to run equipment.
3. Supplying 120V power and circuit breakers for master control panel and water heater.
4. Supplying and installing all low voltage wires from master control panel to equipment.
5. Supplying and installing all conduit associated with wire installation.
6. Installing all the magnetic loop sensors.
7. Supplying and installing disconnects for the booster pump (3 HP) and the rinse water pump (60 HP).
8. Ensuring that the pumps are turning the right direction at start up.
9. HCS will supply motor starters for the booster pump and the rinse pump.

OWNER/CONTRACTOR shall be responsible for:

1. Unloading all equipment from truck during delivery.
2. Furnishing a crew for HCS during installation.
3. Contracting and paying for a saw cutter for the loop installation.
4. Furnishing a forklift for (3) days during erection of arches and placement of pumps.
5. Furnishing a scissor man lift during the installation and startup.

CONTRACT EXHIBIT C- FORM OF PERFORMANCE AND PAYMENT BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, That _____ (the “**Principal**”) and _____ (the “**Surety**”), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the “**Village**”), the full and just sum of _____ Dollars (\$_____) in lawful money of the UNITED STATES OF AMERICA as herein provided.

THE CONDITION OF THIS OBLIGATION is such that the Principal and Surety agree to bind themselves, their successors, assigns, executors, heirs and administrators, jointly and severally, for the full and faithful performance of the Work as defined in that particular **Automated Truck Wash Contract** between Principal and the Village dated ____ day of _____, 20____, (hereinafter referred to as the “**Contract**”), **a copy of which is attached and incorporated by reference as though fully set forth herein.**

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal (i) shall in all respects keep and perform all the undertakings, covenants, terms, conditions and agreements of the Contract; (ii) shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the Work provided in said Contract; and (iii) shall remove and replace any defects in workmanship or materials which may be apparent or may develop within the ARTICLE XIX – WARRANTY PERIOD of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Work thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work.

IN WITNESS WHEREOF, we have hereunto set our hands and sea ____ day of _____, 20____.

SURETY

PRINCIPAL

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST

ATTEST

By: _____

By: _____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute Bond.
IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.

CONTRACT EXHIBIT D- PARTIAL WAIVER

PARTIAL LIEN WAIVER

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____
for the premises known as _____
of which _____ is the owner.
THE undersigned, for and in consideration of _____
(\$ _____)

) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____
ADDRESS _____
SIGNATURE AND TITLE _____

***EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT**

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
(COMPANY NAME) _____ WHO IS THE
CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
LOCATED AT _____
OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE (INCLUDE EXTRAS)*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____
SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____,

***EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.**

NOTARY PUBLIC

CONTRACT EXHIBIT E- FINAL WAIVER

FINAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF _____

TO WHOM IT MAY CONCERN:
WHEREAS the undersigned has been employed by _____
to furnish _____
for the premises known as _____
of which _____ is the owner.

THE undersigned, for and in consideration of _____
(\$ _____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating
to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material,
fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the
owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be
furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE _____ COMPANY NAME _____
ADDRESS _____
SIGNATURE AND TITLE _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF _____

TO WHOM IT MAY CONCERN:
THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) _____ OF
(COMPANY NAME) _____ WHO IS THE
CONTRACTOR FURNISHING _____ WORK ON THE BUILDING
LOCATED AT _____
OWNED BY _____

That the total amount of the contract including extras* is \$ _____ on which he or she has received payment of
\$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses
of all parties who have furnished or delivered material or labor, or both, for said work and all parties having contracts or sub
contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to
become due to each, and that the items mentioned include all labor and material required to complete said work according to
plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLD	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS*					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for
material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE _____ SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 21, 2025

AGENDA ITEM 9.a. R-2025-22

Resolution Approving the Adoption of Amendments to the Personnel Manual

Contacts

Liaison: Trustee Bocek

Staff: Kathryn Golbach

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a resolution approving the adoption of amendments to the Personnel Manual for Village of Buffalo Grove employees.

Summary

Background

As part of our 2024 -2026 collective bargaining agreement negotiated with the Police Department, sworn union officers were granted Juneteenth (June 19) as a recognized holiday. Additionally, during recent negotiations with the Fire Department, which was ratified on June 16, 2025, both parties agreed to a floating holiday in lieu of Juneteenth. In anticipation of these changes, the Human Resources Department reviewed with the Village Board the concept of extending a comparable benefit to non-represented staff via the addition of a floating holiday, which was met with support and affirmation.

Analysis

Awarding a floating holiday to non-represented employees serves multiple objectives including the promotion of equity across the workforce by ensuring that all employee groups are afforded comparable leave benefits. The purpose of the floating holiday is to allow employees the ability to use it for personal observance, including Juneteenth, or any other significant cultural, religious, or personal dates of importance to individual employees.

Financial Impact

The financial impact of adding on floating holiday is expected to be minimal. As with existing paid time off, use of the floating holiday can be scheduled in a way that minimizes the need for overtime or backfilling. Departments will continue to manage time-off requests within their existing operational framework.

Next Steps

Pending Village Board Approval, the Human Resources Department will take the following actions:

1. Communicate the changes to all non-represented employees, including guidance on use accrual, and approval procedures.
2. Coordinate with the Finance Department to ensure the benefit is properly coded in payroll and timekeeping software.

Strategic Alignment

Guiding Principle

Principle 4: High Performing Village Team

Goal

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

File Attachments

1. DRAFT 2025 Resolution Revised Personnel Manual
2. 2024 Personnel Manual 7.21.25





RESOLUTION 2025-xx

A RESOLUTION APPROVING THE ADOPTION OF AMENDMENTS TO THE PERSONNEL MANUAL

WHEREAS on June 18, 1984, the Buffalo Grove Board of Trustees adopted personnel policies and procedures by Resolution No. 84-43 and amended same in 1988, 1990, 1993, 1994, 1996, 1998, 2000, 2001, 2003, 2005, 2006, 2007, 2009, 2011, 2012, 2013, 2018, 2023; and

WHEREAS in order to reflect current trends in human resources administration, occasional amendments to the Personnel Manual are necessary; and

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

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 Village of Buffalo Grove does hereby approve the adoption of amendments to the personnel manual revised July 21, 2025 for Village of Buffalo Grove employees (attached).

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:

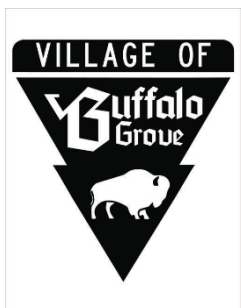
APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

BUFFALO GROVE PERSONNEL MANUAL

January 1, 2024



VILLAGE OF BUFFALO GROVE

50 Raupp Boulevard.
Buffalo Grove, Illinois 60089-2196

Dane C. Bragg Village Manager
847-459-2525



To: The Employees of the Village of Buffalo Grove

The Village strives to provide a comfortable and respectful workplace for all employees. To that end, it is necessary and prudent to provide for personnel policies, regulations and customs that support the appropriate work environment. The Village's reputation for its employees and others who perform services for the Village.

The foregoing personnel manual ("Manual") has been developed with an eye toward providing modern and competitive benefit programs, policies and standards for the Village of Buffalo Grove workplace. This Manual should be used as the primary basis for guiding employees, Supervisors and directors when formulating policy, directing day-to-day business operations and, when necessary, implement disciplinary measures to encourage compliance with these important policies. While the Manual provides a great deal of insight on many personnel matters, its content cannot exhaust the realm of possible personnel matters that will arise in the conduct of a municipal government. In those instances where the Manual does not provide adequate guidance, or where interpretation of the policy is needed, please refer said matters to the Director of Human Resources for further clarification or assistance.

Finally, this Manual does not constitute an employment contract or promise specific terms and conditions of employment. The Village reserves the right to amend this Manual from time to time due to changes in the law, operational reasons and for the betterment of the organization. You are encouraged to stay abreast of developments in the Village's personnel policies and to know your rights as an employee.

We hope that our employees will continue to find the human resources practices and benefits compatible with effective employee performance. It is the Village's intent to ensure that a professional environment is maintained so that our employees will have the capability and desire to continue their excellent work.

Sincerely,

A handwritten signature in black ink, appearing to read "Dane C. Bragg".

Dane C. Bragg, Village Manager

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Introduction

This Manual serves as a reference guide to employees detailing many personnel policies, rules, benefits and practices. It includes a summary of the basic policies and rules that are applicable to employees, as well as the benefits available to you as an employee of the Village of Buffalo Grove. Guidelines for the employment of full-time, part-time and temporary/seasonal staff are outlined in this Manual.

The personnel policies within the Manual are compiled in accordance with the policies and guidelines adopted from time to time by the Corporate Authorities. Once adopted, the personnel policies prescribed herein supersede and cancel any prior written or oral policies, practices and agreements. The Corporate Authorities reserve the right to unilaterally revise, supplement or discontinue any of the policies, statements, guidelines or benefits described in this Manual, at any time, with or without prior notice. You will be duly notified of any such revisions, supplements or other changes.

Each employee should review this Manual and become familiar with its contents. If you have any comments, suggestions or questions about any aspect of your employment, you are encouraged to discuss them with your Department/Division Director or the Director of Human Resources. He/she will listen to your concerns, take appropriate action if necessary, and/or provide you with the information you need or direct you to someone who can help to provide you with that information.

The Village Manager (or designee) has authority for overseeing the enforcement of the policies contained within this document, and for the direction of the activities of all employees, except those whose appointment is otherwise prescribed. Should any question arise as to the proper interpretation of any provision of this document, or any other personnel policy, the decision of the Village Manager (or designee) will be final.

Please note that, neither the existence of the Manual, nor anything contained in the Manual nor any written or oral statement interpreting, explaining or clarifying the policies contained in this Manual, is intended to create a promise, nor shall it create an employment contract or contractual commitment, either expressed or implied. Additionally, if there is a conflict between the terms of any benefit plan and a statement in this Manual, the actual terms of the benefit plan will govern in all cases.

Neither this Manual nor any other Village document confers any contractual right, either express or implied, to remain in the Village's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated with or without cause and without prior notice by the Village (except as provided in any applicable collective bargaining agreement), or you may resign for any reason at any time. No Supervisor or other representative of the Village, other than the Village Manager (or designee), with the approval of the Corporate Authorities, has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

Chapter 1.00 – General Provisions

- 1.01 - Purpose of Manual
- 1.02 - Positions Covered by the Manual
- 1.03 - Administration of the Rules
- 1.04 - Board of Fire and Police Commissioners
- 1.05 - Department Regulations
- 1.06 - Collective Bargaining Agreements
- 1.07 - Employment Categories

1.01 - Purpose of Manual

It is the purpose of this Manual to set forth many of the principles and procedures, which will normally be followed by the Village of Buffalo Grove in the administration of its personnel programs. They are intended to help ensure an efficient, equitable, and functional system of personnel administration based on merit and other appropriate principles, which govern matters including appointment, compensation, promotion, transfer, layoff, dismissal, discipline, and other conditions of employment. This Manual does not imply nor express a promise or contractual relationship between the Village and its employees.

1.02 - Positions Covered by the Manual

Not all the terms of this Manual shall apply to all employees of the Village. For example, the Manual does not apply to the Corporate Authorities, or other persons appointed, commissioned, or contracted by the Corporate Authorities, unless otherwise indicated and/or as required by law.

1.03 - Administration of the Rules

The Village Manager (or designee) shall be charged with the overall responsibility for the administration of the contents of this Manual.

1.04 - Board of Fire and Police Commissioners

The rules and regulations of the Board of Fire and Police Commissioners shall apply to all sworn employees of the police and fire departments in positions not otherwise exempted by Village ordinance. Where the provisions of this Manual conflict with those of the Board of Fire and Police Commissioners, the latter shall prevail, to the extent consistent with state law.

1.05 - Department Regulations

This Manual governs the conduct and performance of employees. Departments may have other rules, practices and regulations adopted or enforced by Department Directors that also govern the conduct and performance of employees. Departmental rules and regulations shall not conflict with the provisions of these rules, or the rules and regulations of the Board of Fire and Police Commissioners. Such rules, practices and regulations, when approved, published, and distributed as herein provided, shall have the

force and effect of rules of that Department and disciplinary action may be taken as deemed appropriate based upon breach of any such rules, practices and/or regulations. Departmental rules and regulations or similar guidelines do not imply nor express a contractual relationship between the Village and its employees. Should any such departmental rules and/or regulations conflict with the provisions of this Manual, this Manual shall prevail, unless otherwise approved by the Village Manager (or designee) and/or if required by law.

1.06 - Collective Bargaining Agreements

This Manual shall apply to all employees covered by a collective bargaining agreement. Where the provisions of the Manual conflict with those of a collective bargaining agreement, the latter shall prevail in all cases except as provided by law.

1.07 - Employment Categories

The Village classifies positions into three primary categories: (a) Full-time, (b) Part-time, and (c) Seasonal or Temporary. Although there may be additional categories of employees created based on the business needs or activities of a particular Department (when approved by the Village Manager or designee), the following are the distinctions among these categories:

- 1 *Full-Time:* Employees who are regularly scheduled to work a minimum workweek of 40 hours per work week. Full-time employees who have successfully completed their Probationary Period are eligible to receive the paid time off benefits as summarized in this Manual subject to any remaining terms and conditions of the applicable benefit plan documents (if applicable). For health insurance purpose a full-time employee must work a minimum of 30 hours per work week as measured over a 12- month period.
- 2 *Part-Time:* Employees who are regularly scheduled to work less than 30 hours a week. Part-time employees are eligible for all legally mandated benefits, including deductions for the Illinois Municipal Retirement Fund (IMRF) after working 1,000 hours with the Village, subject to the terms of those benefit programs.

Chapter 2.00 – Definitions

- 2.01 - Anniversary Date
- 2.02 - Appointing Authority
- 2.03 - Appointment
- 2.04 - Board of Fire and Police Commissioners
- 2.05 - Class/Job Title
- 2.06 - Classification
- 2.07 - Class Series
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- 2.12 - Day
- 2.13 - Demotion
- 2.14 - Department
- 2.15 - Department Director
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- 2.17 - Division Director
- 2.18 - Emergency
- 2.19 - Examination
- 2.20 - Exempt/Non-Exempt Status
- 2.21 - Grievance
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- 2.23 - Layoff
- 2.24 - Original Employment Date
- 2.25 - Pay Plan
- 2.26 - Position
- 2.27 - Position Classification Plan
- 2.28 - Probationary Period
- 2.29 - Promotion
- 2.30 - Reclassification
- 2.31 - Special Leave
- 2.32 - Transfer
- 2.33 - Vacancy
- 2.34 - Village Manager

2.01 - Anniversary Date

The initial anniversary of an employee's date of hire shall constitute an employee's "anniversary date" for longevity pay. Thereafter, the effective date of demotion, promotion, or return from a leave without pay longer than ninety (90) days shall constitute the new anniversary date for merit pay and other benefit purposes. When a part-time employee is promoted to a full-time position, longevity shall be calculated based on the date of their promotion to the full-time position.

2.02 - Appointing Authority

The officer, employee, or board having the power of appointment and removal of subordinate positions in any office, department, or division, or any person or group of persons having the power by virtue of ordinance or other lawfully delegated authority to make appointments to positions in the municipal service.

2.03 - Appointment

The designation to a position in the municipal service of a person who has met the qualifications for employment through an appropriate selection process.

2.04 - Board of Fire and Police Commissioners

The Board of Fire and Police Commissioners of the Village of Buffalo Grove, Illinois.

2.05 - Class/Job Title

One (1) or more positions substantially similar in respect to assigned essential work duties and responsibilities that the same class title may be reasonably used to designate each position allocated to the class, that the same minimum education and work experience qualifications may be required, and the same salary range may apply.

2.06 - Classification

The original assignment of a position to an appropriate class on the basis of the skill level, experience, job content, and responsibility of work to be performed.

2.07 - Class Series

The arrangement in sequence of classes that are alike in kind of work and responsibility, but are not at the same level of assigned work and responsibility.

2.08 - Class Specification/Job Description

A written statement that may include many of the characteristic duties, responsibilities, and qualification requirements that distinguish a specific class from other classes. Duties, responsibilities, job content and qualifications listed on a class specification/job description are not intended to be construed as all inclusive.

2.09 - Collective Bargaining Agreement

A duly authorized contract between the Corporate Authorities and a labor union authorized to represent any covered employees concerning such issues as wages, hours and conditions of employment.

2.10 - Controlled Substances

The phrase “controlled substances” includes, without limitation, any substance as defined and included in the schedules of Article II of the “Illinois Controlled Substances Act,” cannabis as defined in the “Illinois Cannabis Control Act,” and U.S. Department of Transportation Commercial Driver’s License “drug list.” This phrase also includes any lawful substance used contrary to its intended purposes.

2.11 - Corporate Authorities

The President and Board of Trustees of the Village of Buffalo Grove, Illinois.

2.12 - Day

The twenty-four (24)-hour period of time established for work which begins at 12:00 a.m. of each day.

2.13 - Demotion

The movement of an employee from a position in one class to a position in another class having a lower job grade and/or classification.

2.14 - Department

Any of the departments of the Village of Buffalo Grove, now or as hereafter established.

2.15 - Department Director

The officially appointed director of any department and/or his/her authorized designee.

2.16 - Division

Any of the divisions of the Village of Buffalo Grove, now or as hereafter established.

2.17 - Division Director

The officially appointed director of any departmental division and/or his/her authorized designee.

2.18 - Emergency

A sudden and/or unforeseen happening, act of God, weather condition or circumstance that requires the unscheduled services of an employee for reasons including, the protection of the health, welfare, and safety of the community.

2.19 - Examination

The appraisal of persons by the use of measurements which includes the possession of competencies, knowledge, skills, abilities (with or without reasonable accommodation if individual is disabled), and/or general suitability for the position for which they are being

evaluated. Such examinations also may measure factors such as work performance, attendance (as appropriate) and overall attitude.

2.20 - Exempt/Non-Exempt Status

An exempt employee is one who is exempt from overtime pay and paid on a salaried basis as defined by the Fair Labor Standards Act of 1938, as amended, and the Illinois Minimum Wage and Overtime Law. A non-exempt employee is one who is eligible for overtime pay as defined by the Fair Labor Standards Act of 1938, as amended, and the Illinois Minimum Wage and Overtime Law.

2.21 - Grievance

A "grievance," as used in this Manual, includes a disagreement or question relating to working conditions, personnel rules and regulations, and working conditions or relationships between an employee and his Supervisor or other employees. It is understood that the phrase "grievance," as used in this Manual, excludes any disagreement or issue arising under or concerning the provisions of any labor agreement as the terms of the labor agreement will govern such dispute(s).

2.22 - Immediate Family

For purposes of this Manual, the phrase "immediate family", includes only: husband, wife, civil union partner, son, son in law, daughter, daughter in law, step child, foster child, mother, mother in law, step mother, father, father in law, step father, brother, brother in law, sister, or sister in law of the employee, grandparents of the employee or his/her legal spouse (or civil union partner), aunt and uncle of the employee or his/her legal spouse (or civil union partner), niece and nephew of the employee or his/her legal spouse (or civil union partner).

2.23 - Layoff

The separation of an employee based upon lack of work, or funds or other business reasons which are generally not related to fault, delinquency or misconduct on the part of the employee.

2.24 - Original Employment Date

The date an employee first reports to work following appointment to a position in the municipal service.

2.25 - Pay Plan

A list of job titles and corresponding minimum and maximum rates of pay that may be adopted from time to time by the Corporate Authorities.

2.26 - Position

A group of current duties and responsibilities assigned or delegated, requiring the full-time, part-time, and/or temporary employment of one person.

2.27 - Position Classification Plan

An outline of positions that may be arranged in similar occupational groups.

2.28 - Probationary Period

A trial period served as part of the selection process of regular employees (including designated extensions thereto). See Section 6.02 for details of a normal probationary period.

2.29 - Promotion

The movement of an employee from one job classification and/or title to another job classification and/or title having a higher maximum salary rate having been so qualified by an appropriate selection process.

2.30 - Reclassification

The determination by the Village Manager (or designee) that a position be assigned to a class different from the one to which it was previously classified.

2.31 - Special Leave

Special Leaves are the forms of leave which an employee may apply in accordance with the guidelines set forth in Chapter 14.00 of this Manual. In addition to the guidelines and policies within Chapter 14.00 of this Manual, the Village offers a flexible leave policy for disabled employees where it constitutes a reasonable accommodation to assist the employee in the performance of his/her essential job functions.

2.32 - Transfer

The movement of an employee from one department, division, or unit of the municipal government to another, from one position to another position of the same class, and/or to another class having the same maximum salary rate, involving the performance of similar duties and requiring essentially the same basic job qualifications.

2.33 - Vacancy

A duly created position which is not occupied and which the Village Manager (or designee) has the discretion to decide whether or not to fill.

2.34 - Village Manager

The Chief Administrative Officer of the Village of Buffalo Grove, Illinois, or his designee, as established in Chapter 2.08 of the Village of Buffalo Grove Municipal Code.

Chapter 3.00 – Employment Philosophies

- 3.01 - Equal Employment Opportunities (EEO)
- 3.02 - Harassment in the Workplace
- 3.03 - Sexual Harassment Deserves Special Attention
- 3.04 - Complaint Reporting Procedure
- 3.05 - Harassment Allegations Against Non-Employees/Third Parties
- 3.06 - These Policies Apply Even Outside the Workplace
- 3.07 - The Investigation Process
- 3.08 - Responsive Remedial Action
- 3.09 - False or Frivolous Complaints
- 3.10 - Outside Reporting Rights
- 3.11 - Retaliation is Strictly Prohibited
- 3.12 - Diversity, Equity and Inclusion Commitment
- Anti-Harassment Policy Acknowledgement Form

3.01 - Equal Employment Opportunities (EEO)

The Village of Buffalo Grove is firmly committed to providing equal employment opportunities to all applicants and employees. This commitment applies to all aspects of employment, training, compensation, promotion, discipline, discharge and other terms and conditions of employment without regard to any legally protected category including (without limitation) an individual's actual or perceived: race, color, religion, sex, sexual preference or sexual orientation, gender, gender identity or expression, national origin, citizenship status, ancestry, age, marital status, civil union status, order of protection status, military status, disability, genetic history, or unfavorable discharge from military service (except where provided by federal, state or local law), pregnancy (or a medical condition related to pregnancy or childbirth) or any other category protected by applicable law or ordinance.

This EEO Policy extends to all of the Village's personnel policies, procedures and decisions related to hiring, promotions, transfers, layoffs, rates of pay, discipline, discharge and other terms and conditions of employment. All of those personnel decisions are made and administered without regard to an individual's actual or perceived Legally Protected Categories (as defined earlier). The Village is also committed to providing reasonable accommodations when necessary for all employees and applicants who are disabled (including medical conditions related to pregnancy or childbirth) provided the individual is otherwise qualified to perform the essential functions of the job. (See the Village's Reasonable Accommodations Policies summarized below in Section ____ of this Manual).

If an employee is aware of any violation of this EEO Policy or if an employee feels they have been the victim of a Policy violation, that employee is encouraged to alert their immediate supervisor, Department Director and/or a representative from the Human Resources Office of the relevant information without delay. All complaints will be promptly investigated and remedied. Any individual who violates this Policy is subject to disciplinary action that may include termination of the offenders involved. Be assured that no retaliation will be taken or tolerated against any person who reports a possible violation of our EEO Policy and/or those who participate as a witness in any investigation.

3.02 - Harassment in the Workplace

The Village of Buffalo Grove is committed to providing its employees, vendors, and others who perform services for the Village with a productive and comfortable working environment which is free of harassment, whether based on race, color, religion, sex, sexual preference or sexual orientation, gender, gender identity or expression, national origin, citizenship status, ancestry, age, marital status, order of protection status, civil union status, military status, disability, genetic history, pregnancy, childbirth, or a medical condition related to pregnancy or child birth, or any other category protected by law. Harassment is a violation of federal, state, and local laws. The Village will not tolerate harassment or retaliation of any kind in the workplace based on any legally protected status. Even if a situation does not rise to the level of unlawful harassment or retaliation, the offender may be subject to disciplinary action under this policy if the conduct is deemed to be unprofessional or inappropriate.

Harassment consists of (not all inclusive) unwelcome, physical, visual or spoken conduct regarding any person's race, color, religion, sex, sexual preference or sexual orientation, gender, gender identity or expression, national origin, citizenship status, ancestry, age, marital status, Civil Union status, military status, disability, genetic history, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, or any other category protected by law. The Village will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. Such harassment may include, for example, epithets, slurs, derogatory remarks, negative stereotyping, jokes, kidding, and teasing directed at a person based on his or her protected status, or posting, displaying, or circulating written or graphic material that denigrates or shows hostility or aversion to an individual because of such status.

All employees must continue to act responsibly to help maintain a comfortable working environment free from harassment and intimidation. Any Village employee who violates this policy will be subject to disciplinary action, that may include immediate termination when appropriate to remedy the situation.

3.03 - Sexual Harassment Deserves Special Attention

As used in this Policy, the phrase "Sexual Harassment" means any unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or receipt of Village services; or
2. Submission to or rejection of such conduct by an individual is used as the basis of any employment or service decision affecting the individual; or
3. Such conduct has the purpose or effect of substantially interfering with the work performance of an employee or creating an intimidating, hostile or offensive environment for employees, vendors or visitors.

No manager, director, Supervisor, or other employee has the authority to engage in such conduct or to alter another employee's terms or conditions of employment based on the employee's refusal to submit to such conduct. The Village strictly prohibits its manager, directors, Supervisors and other employees from implying or suggesting that an applicant or employee's submission to or refusal to submit to sexual advances or participation in such sexual conduct is a condition of continued employment or receipt of any

job benefit (including job assignment, compensation advancement, career development, or any other term or condition of employment).

Some examples of Sexual Harassment include (but not by way of limitation):

1. Pressure for sexual activity (subtle or overt);
2. Unwelcome touching or intimacy, including pinching, patting or hugging;
3. Insulting, degrading or obscene sexual remarks, innuendoes, jokes or conduct;
4. Posting or display of sexually offensive or degrading materials in the workplace such as pictures or cartoons;
5. Epithets, slurs, derogatory remarks or negative stereotyping based on gender;
6. Comments about sex life or body parts; and
7. Repeatedly asking out for a date someone who has refused.

All complaints of Harassment are considered serious. Thorough and appropriate investigations of complaints will be conducted promptly in all cases. Appropriate measures will be taken to keep the complaint allegations confidential when requested but this is not always possible as it may conflict with a thorough investigation. There will be no retaliation or reprisals of any kind against any person for having made an inquiry, complaint or report of sexual harassment or discrimination, or for participating in an investigation of sexual harassment or discrimination (regardless of the outcome). Further, under the Illinois Human Rights Act (775 ILCS 5/6), the Illinois Whistleblower Act (740 ILCS 174/5), and the State Employee Ethics Act (5 ILCS 430) it is a crime to retaliate, or to conspire to retaliate, against an employee because the employee has opposed an action that the employee reasonably believes to be unlawful discrimination or harassment or because the employee has participated in an investigation of harassment or discrimination. However, an employee who knowingly makes a false report of harassment will be subject to discipline including immediate termination for a first offense if deemed warranted to remedy the situation.

3.04 - Complaint Reporting Procedure

The Village strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. This Policy applies to all full-time, part-time, temporary, and seasonal employees as well as other non-employees who perform services for the Village including contractors and interns. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment, discrimination, or retaliation. While the Village has not established a fixed deadline for reporting possible policy violations period, it strongly urges the prompt reporting of complaints or concerns, so the Village can take prompt remedial action if warranted.

If an employee experiences or witness harassment, discrimination or retaliation of any kind involving another person, the employee should deal with the incident(s) as directly and firmly as possible by clearly communicating their position to their Department Director, the Human Resources Department and/or the Deputy Village Manager. The employee should also document or record each incident (what was said or done, by whom, the date, time and place, and any witnesses to the incident) when practical. Written records such as letters, notes, memos, texts, social media postings, tweets, emails and telephone messages can strengthen documentation. Any employee, even when the discrimination, harassment or retaliation is not directed at them, can and should make a complaint without fear of retaliation for doing so. The following is our recommended policy for addressing these issues:

1. Direct Communication with the Offender:
 - a. If there is harassing, discriminatory or retaliatory behavior in the workplace, and if the employee feels comfortable doing so, they should directly and clearly express the objection to the offending person(s) regardless of whether the behavior is directed at the employee witnessing the behavior. If the employee is the harassed individual, and if the employee feels comfortable doing so, they should also clearly state the conduct is unwelcome and the offending behavior must stop. However, an employee is not required to confront the person directly who is the source of the report, question, or complaint before notifying any of those individuals listed below. The Village does not require an employee to confront the person who is the source of the report, question, or complaint directly, if they feel uncomfortable doing so. The initial message may be oral or written, but documentation of the notice should be made to help preserve the relevant information for investigation purposes.
2. Report to Supervisory and Administrative Personnel:
 - a. At the same time (or promptly after) direct communication is undertaken, or in the event the employee witnessing or experiencing the behavior feels threatened, intimidated by or uncomfortable by the offending person, the employee should promptly report the offending behavior to their immediate supervisor or Department Director. If the employee feels uncomfortable doing so, or if the immediate supervisor and/or Department Director is the source of the problem or ignores the problem, please report the conduct directly to a representative of the Human Resources Office. If the Village Manager is the source of the problem or concern or is believed to have condoned the problem, the individual should immediately report the incident(s) in writing directly to the [outside counsel to the Village.]
3. Report to Village Manager:
 - a. An individual may also report incidents of harassment, discrimination, or retaliation directly to the Village Manager for handling. The Village Manager may designate an outside investigator who is selected by the Village to investigate complaints in appropriate situations where deemed appropriate based on the circumstances involved.
4. Complaint Against an Elected Official:
 - a. If someone makes a complaint about alleged discrimination, harassment, or retaliation by an elected official of the Village, they should also report the Village Manager who will normally refer the matter to outside counsel or an independent investigator to review the facts and evidence involved.

3.05 - Harassment Allegations Against Non-Employees/Third Parties

If an employee makes a complaint alleging harassment, discrimination or retaliation against an agent, vendor, supplier, contractor, volunteer, elected official and/or other persons using Village programs or facilities, the Village will promptly investigate the incident(s) and determine the appropriate remedial action, if any. The Village will take reasonable steps to remediate the situation, including (but not limited to) evaluating interim steps warranted while the Village investigates the allegations if deemed to be necessary under the circumstances involved.

Any non-employee who performs services for the Village is also protected against Sexual Harassment by employees of the Village. Those non-employees are encouraged to use the same Complaint Reporting Procedure referenced above to report any possible Policy violation. All such complaints will be promptly investigated and remedied as appropriate. The Village will not tolerate any retaliation against individuals who utilize the Internal Complaint Procedure, those who participate in an internal investigation and/or those who report a complaint through another available source. In the end, all employees and all individuals who perform services for the Village are entitled to a comfortable working environment that is free of unlawful Sexual Harassment.

3.06 - These Policies Apply Even Outside the Workplace

Conduct prohibited by these Policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, professional conferences, business meetings, business-related social events, and any other location where the Village has assigned the individual to perform their job duties.

3.07 - The Investigation Process

The Village will investigate any reported allegations of harassment, discrimination, or retaliation promptly. The Village will make appropriate reasonable efforts to conduct an investigation in a responsible and confidential manner. However, it is impossible to guarantee absolute confidentiality, as the Village must be able to investigate fully and take prompt remedial action when necessary. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other knowledge relevant to the allegations. The Village reserves the right and hereby provides notice that it may use third parties to investigate claims of harassment, discrimination, or retaliation. Employees must cooperate in any investigation of workplace wrongdoing or risk disciplinary action, up to and including dismissal from employment.

3.08 - Responsive Remedial Action

After investigation, the Village will determine whether the evidence substantiates a complaint of harassment, discrimination, or retaliation after reviewing the facts and circumstances of each situation. The Village will deal with misconduct constituting a violation of this Policy (such as engaging in harassment, discrimination, or retaliation) appropriately to remedy the situation. Appropriate remedial action for a substantiated complaint may include, by way of example only: re-training, referral to counseling and/or disciplinary action. In appropriate cases, individuals who violate this Policy will be subject to disciplinary action that may include immediate termination if deemed appropriate based on the outcome of the investigation.

3.09 - False or Frivolous Complaints

Given the possibility of serious consequences for an individual accused of sexual or other harassment, discrimination or retaliation, the Village considers complaints made in bad faith or otherwise false and frivolous charges severe misconduct and may result in disciplinary action, up to and including dismissal. A complaint allegation that is unfounded or cannot be proven will not alone be viewed as evidence of bad

faith. In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor.

3.10 - Outside Reporting Rights

While the Village hopes to be able to resolve any complaints of discrimination, harassment, or retaliation within the Village, it acknowledges each employee's right to contact the Illinois Department of Health at the James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois, 60601, about filing a formal complaint. The IDHR also has a reporting hotline that includes a method for the intake of anonymous phone calls regarding allegations of sexual harassment: 877.236.7703. If the IDHR determines there is sufficient evidence of harassment to proceed further, it will file a complaint with the Illinois Human Rights Commission (IHRC), located at the same address on the fifth floor.

3.11 - Retaliation is Strictly Prohibited

The Village prohibits retaliation against any individual, because the employee or other individual who performs services for the Village reports discrimination, harassment, or retaliation; participates in an investigation of such reports; and/or files a charge of discrimination, harassment, or retaliation with an outside agency. Any individual who violates this Policy against retaliation will be subject to disciplinary action, up to and including dismissal and/or other remedial action as warranted for even a first offense.

3.12 - Diversity, Equity and Inclusion Commitment

The Village believes in treating all employees and others who perform services for the Village (and/or who use the Village resources) with respect and dignity. We recognize that our employees bring their own unique abilities/experiences to their work. We value such diversity at all levels of our organization. Our goal is to create and foster an environment in which all individuals realize their maximum potential and realize the value their differences bring to the Village.

The Village's commitment to diversity encompasses similarities and differences in ethnicity, gender, language, age, sexual orientation, religions, socio-economic status, physical and mental ability, experience, and education and all other Legally Protected Categories (as defined earlier in the EEO Policy) too. We believe that the wide variety of perspectives that results from such diversity promotes innovation and business success, and our goal is to provide an inclusive working environment that encourages these values. By valuing differences, we demonstrate our commitment to treating everyone with fairness and respect and to providing a positive working environment of learning, innovation, flexibility, opportunity and growth. Our goal will always be to make diversity, equity and inclusion integral parts of the Village's business operations.

Anti-Harassment Policy Acknowledgement Form

I hereby acknowledge receipt of the Village of Buffalo Grove Anti-Harassment Policy. I agree and represent that I have read this Policy in its entirety.

I understand and will comply with the Village of Buffalo Grove Anti-Harassment Policy, including the anti-retaliation provisions set forth in the Policy.

Signature

Date

Print Name

Department

Chapter 4.00 – Our Reasonable Accommodation Policies

- 4.01 - Reasonable Accommodations for Individuals with Disabilities
- 4.02 - Reasonable Accommodations for Pregnancy Related Conditions
- 4.03 - Procedure for Requesting a Reasonable Accommodation
- 4.04 - Reasonable Accommodations for Providing Urgent Maternal Protection for Nursing Mothers Act (PUMP)
- 4.05 - Reasonable Accommodations for Religious Beliefs

4.01 - Reasonable Accommodations for Individuals with Disabilities

As detailed in the prior chapter of this manual, the Village does not tolerate discrimination against any applicant or employee with an actual or perceived mental or physical disability. The Village also will not tolerate discrimination against any individual who has a history of being disabled and/or an employee who is associated with an individual who is disabled. Consistent with these philosophies, the Village is committed to providing reasonable accommodations to all qualified individuals who are disabled in order to assist them in the performance of their essential job functions.

This commitment of providing reasonable accommodation also extends to individuals who are pregnant and those who have a medical condition related to pregnancy and/or childbirth as set forth in the Policy that follows. Requests for reasonable accommodations are addressed on a case-by-case basis. All requests for reasonable accommodation will be considered provided the requested accommodation does not result in an undue hardship to the Village's business operations.

4.02 - Reasonable Accommodations for Pregnancy Related Conditions

The Village will treat any employee who is pregnant or has a disability or medical condition related to pregnancy or childcare in the same way as other employees are treated who have a medical condition that rises to the level of a disability. Requests for reasonable accommodation under this Policy should be addressed in the same manner as any other medical condition.

Some examples of the types of reasonable accommodation that are available include (without limitation): the ability to sit or drink water, as needed, receive closer parking to the entrance to our buildings, granting flexible hours, receiving appropriately sized uniforms or safety apparel as applicable and necessary, receiving additional break time to use the bathroom, to eat, and to rest, to take leave or time off to recover from childbirth, and to be excused from strenuous activities and/or activities that could involve exposure to circumstances that are not safe for pregnancy. These issues are addressed on a case-by-case basis. No employees will be required to accept a reasonable accommodation that is not medically necessary.

4.03 - Procedure for Requesting a Reasonable Accommodation

Any employees who have a medical need for a reasonable accommodation to perform the essential job functions of their position should notify their Department Director or the Human Resources Office. After receipt of an accommodation request, the Department Director or representative from the Human Resources Office normally will schedule a meeting with the employee involved to discuss the requested

accommodation(s) and the manner in which the accommodation(s) may assist the employee in the performance of their essential job functions. Employees are urged to actively participate in this interactive discussion to attempt to identify the available options that do not pose an undue hardship to the Village's business operations. Employees who request a reasonable accommodation will not be subject to retaliation for doing so.

The employee may be required to provide certification from their health care provider concerning their need for a reasonable accommodation to the same extent such a certification is required for other disabling condition. The medical certification should normally include:

1. medical justification for the requested accommodation(s);
2. a description of the reasonable accommodation(s) medically advisable;
3. the date the accommodation(s) became advisable; and
4. the probable duration of the reasonable accommodation(s).

If any employee feels they were denied a reasonable accommodation for this purpose, they are encouraged to report the matter pursuant to the Village's internal complaint procedures and without fear of retaliation.

4.04 - Reasonable Accommodations for Providing Urgent Maternal Protection for Nursing Mothers Act (PUMP)

The Village is also committed to provide nursing employees with reasonable paid break periods to express breast milk for an infant child, unless the break time unduly disrupts the Village operations. The break time will run, if possible, concurrently with any break time already provided to the employee. Additionally, the Village will make reasonable efforts to provide nursing employees a private room or other location, in close proximity to the work area, to express milk privately. The private room will not be a bathroom and/or toilet stall. Employees with any questions concerning this Policy should contact Human Resources. Paid time off for this purpose is available within one year of the birth of the child and/or as otherwise provided by law.

4.05 - Reasonable Accommodations for Religious Beliefs

The Village also provides reasonable accommodations to employees when necessary due to a religious observance or belief. For example, as referenced in our Floating Holidays Section of this Manual, the Village will grant requests for employees to take time away from work for religious holidays that are not celebrated by the Village provided it does not pose an undue hardship to our business operations. Employees may submit requests for reasonable accommodations for religious purposes or beliefs to their Department Director or a representative from the Human Resources Office. Prior notice should be provided when the need for the requested accommodation is foreseeable. Requests pursuant to this Policy will be addressed on a case-by-case basis.

Chapter 5.00 – Applications and Applicants

5.01 - Recruitment

5.02 - Application Forms

5.03 - Disqualification

5.04 - Disqualification by Reason of Conviction (which is not expunged or sealed)

5.05 - Examinations

5.01 - Recruitment

The selection process shall be conducted in accordance with both Village-wide and departmental policies and practices. Notice of employment opportunities in the municipal service are normally published by posting announcements on official bulletin boards, and/or in such other places as the Village Manager (or designee) deems advisable. Notice of all examinations for promotion shall be published by posting and other appropriate methods, but need not be published in any newspaper. The announcements normally will specify the class title and salary range of the class for which the examination is announced; the nature of the work to be performed; the minimum qualifications required for the performance of the work of the class; the time, place, and manner of making application, the closing date for receiving applications; and other pertinent information. Exceptions to this policy on recruitment will be made for legitimate business reasons where appropriate with the approval of the Department Director and the Village Manager (or designee).

5.02 - Application Forms

All applications shall be made on forms prescribed by the Village Manager (or designee) and shall be submitted on, or prior, to the closing date specified in the announcement. Applications shall require information concerning education, experience, and other pertinent job related information. All applications shall be signed and the truth of the statements contained therein certified by such signature. The appointing authority may require proof of education, experience, and other information as may be appropriate. Falsification of any information contained in an Application Form (no matter when discovered) will be grounds for disciplinary action which may include immediate termination for even the first offense.

5.03 - Disqualification

Except as provided by law, the Village Manager (or designee) may refuse to examine an applicant, or, after examination, may disqualify such applicant, or may remove such person already hired and/or appointed if the individual (list is not all inclusive):

1. Does not meet the preliminary requirements established for the pertinent class in the position applied for and/or does not otherwise demonstrate the qualifications for the job (either with or without a reasonable accommodation if applicable).
2. Is currently engaged in the illegal use of a controlled substance, the illegal use of a legally prescribed drug, or the excessive and untreated abuse use of alcohol. (Note: We

3. provide reasonable accommodations to employees with disabilities but an after the fact request for assistance will not excuse a policy violation).
4. Has made a false statement or omission of fact in his/her application form or resume.
5. Has used or attempted to use political pressure or bribery to secure an advantage in the selection process.
6. Has directly or indirectly obtained information regarding the examination to which, as an applicant, he was not entitled.
7. Has failed to submit his fully completed Application Form correctly and/or within the prescribed time limits.
8. Fails to cooperate in any part of the application or selection process.
9. Has established an unsatisfactory employment or personnel record as evidenced by a reference check of such a nature as to demonstrate actual or potential unsuitability for employment.
10. Has taken for another or allowed another to take for him all or part of any examination, or has been found cheating or engaged in other inappropriate acts or omissions in any other way on an examination.
11. Has otherwise violated the provisions of this Manual and/or engaged in any other act or omission deemed harmful to the Village's residents and/or property.
12. Whenever an applicant is rejected or disqualified, notice of such rejection or disqualification may be provided to the applicant if deemed appropriate. Applications, whether accepted or rejected, shall not be returned.

5.04 - Disqualification by Reason of Conviction (which is not expunged or sealed)

After an applicant has been selected for an interview, a background check will be completed. All applicants who have been convicted of a crime involving matters such as, but not limited to, violent, offensive and/or disgraceful conduct, or moral turpitude will have their applications subject to further review considering all related factors such as the nature of the duties involved, the length of time since the conviction was served, etc. We reserve the right to reject a candidate following this analysis which will be conducted on a case-by-case basis. Applicants applying for positions within the Village park district, child care facilities, school district, mental health facilities, or secure residential youth care facilities will be screened as part of the initial evaluation process, as permitted by law. This policy does not apply to any conviction that has been expunged or sealed (which will not be the basis of a rejection of a candidate, except as required by law).

Applications for employment within the State must contain specific language that states that the applicant is not obligated to disclose expunged juvenile records of adjudication or arrest. Employers may not ask, in any format or context, if an applicant has had a juvenile record

expunged. Information about an expunged record obtained by a potential employer, even inadvertently, from an employment application that does not contain specific language that states that the applicant is not obligated to disclose expunged juvenile records of adjudication or arrest, shall be treated as dissemination of an expunged record by the employer.

5.05 - Examinations

Examinations shall relate to those matters which fairly test the aptitude, and qualifications of applicants and employees for a position. Examinations may include written, oral, or work simulation tests; ratings of experience and training; fingerprinting and background investigation; polygraph test (only if permitted by law); post offer physical examinations; post-offer alcohol/drug screen; post-offer psychological evaluation; any combination of these; or any other tests deemed necessary and permitted by law. All medical examinations will be job related and based on business need. Disabled employees and applicants will be afforded reasonable accommodations during this examination process if required by law.

Chapter 6.00 – Appointments

6.01 - Appointments

6.02 - Transfer

6.03 - Appointment Forms

6.01 - Appointments

1. Full-time, Part-time, and Temporary/Seasonal Positions:
 - a. Appointments to fill vacancies in full-time, part-time, and temporary/seasonal positions shall be made in accordance with Chapter 5.00 of this Manual. Upon being notified of a promotion, the relinquishing department may delay the promotion until the beginning of a pay period but generally not to exceed three (3) weeks.
2. Emergency Appointments:
 - a. In the case of an emergency including, but not limited to a flood, tornado, or blizzard, which requires the immediate employment of one or more persons to prevent actual or potential impairment of the public business and for which it is not practicable or otherwise appropriate to secure the needed person or persons in accordance with Chapter 4.00 of this Manual in time to meet the emergency, an appointing authority may appoint any qualified person during such emergency for a period generally not to exceed thirty (30) working days. The Village Manager (or designee) shall determine whether an emergency actually exists, and his decision shall be final.

Exceptions to the guidelines in this Chapter will be subject to approval of the Village Manager (or designee) and may be required to be submitted in writing upon request.

6.02 - Transfer

A position may be filled by transferring an employee from a position of the same class or similar class with essentially the same basic qualifications and having the same maximum salary rate. Inter departmental transfers, where practical, may be approved by the requisitioning department, and employee concerned. At the direction of the Village Manager (or designee), the relinquishing department may delay the transfer until the beginning of a pay period, but generally not for a period in excess of three (3) weeks.

6.03 - Appointment Forms

No duly appointed employee shall be placed on the payroll until Advice of Status and other required forms have been properly completed and approved by the Village Manager (or designee).

Chapter 7.00 – Probationary Period

- 7.01 - Purpose
- 7.02 - Documentation
- 7.03 - Duration
- 7.04 - Rating of Probationary Period
- 7.05 - Termination During Probationary Period
- 7.06 - Demotion During Probationary Period
- 7.07 - Extension

7.01 - Purpose

The probationary period shall be an integral part of the examination process and shall be utilized as an opportunity to observe an employee's work performance, attitude and habits, to train and aid the employee in adjustment to his position, and/or to reject any employee whose work performance fails to meet the expectations of the Village.

7.02 - Documentation

At the beginning of employees' probationary period, they will be asked to fill out all forms required of new employees, if and to the extent they have not yet completed them already (W-4, I-9, etc.). These forms are required under government rules and relate to such matters as tax reporting, immigration law compliance, etc.

7.03 - Duration

All original and promotional appointments shall be tentative and subject to an initial probationary period of at least one (1) year from the date of appointment. Original sworn appointees to the Fire and Police Departments shall be on probation for a minimum period of eighteen (18) months or as established by a collective bargaining agreement or Illinois law. Extensions may be appropriate as determined by the Village Manager (or designee) or pursuant to the terms of a collective bargaining agreement.

7.04 - Rating of Probationary Period

Supervisors shall periodically observe and document the employee's work performance and shall counsel (if and as appropriate) a probationary employee whose work performance is marginal, inadequate or below standards expected of similarly situated employees performing comparable work. Prior to the expiration of the employee's one year probationary period, the appointing authority shall notify the Village Manager (or designee) if the employee will NOT continue in the position.

7.05 - Termination During Probationary Period

During the probationary period, the employee may be dismissed if the appointing authority determines that the employee has failed to demonstrate the ability, qualifications and inadequate overall

contributions necessary to furnish satisfactory service or is otherwise unsuitable for continued employment. Dismissal during the probationary period may be with or without cause and shall not be a subject of the grievance procedure described in this Manual. Nothing in this Section 6.04 creates a term of employment either during or after the Probation Period expires.

7.06 - Demotion During Probationary Period

Promotional appointees who exhibit inadequate performance and overall contributions during the probationary period may be demoted to a position in the class held prior to the promotional appointment. The Department Director shall notify the Village Manager (or designee) of his/her intention to demote an employee as provided in this section. If approved by the Village Manager (or designee), the employee shall be notified in writing generally not less than five (5) working days prior to the effective date of demotion.

7.07 - Extension

Where legally permissible and with the approval of the Village Manager (or designee), an appointing authority may extend the probationary period for a period generally not to exceed a maximum of eighteen (18) months. During any extension of a probationary period, the remaining provisions of this Chapter of the Manual will apply. Upon expiration and/or satisfactory completion of a probationary period (regardless of length), an employee may be subject to counseling, disciplinary action or other appropriate action as deemed appropriate by the appointing authority. In some case, counseling, disciplinary action and/or other action is not appropriate due to the circumstances involved and immediate termination may occur if warranted.

Chapter 8.00 – Position Classification

- 8.01 - The Classification Plan
- 8.02 - Purposes of the Classification Plan
- 8.03 - Administration of the Classification Plan
- 8.04 - Classification of Positions
- 8.05 - Effect of Classification Changes on Incumbent
- 8.06 - Class Specifications/Job Descriptions
- 8.07 - Use in Selection Process
- 8.08 - Use of Class/Position/Position Titles

8.01 - The Classification Plan

A position classification plan, based upon factors including, but not limited to, competencies of position, grade nature of work, principal duties and responsibilities, knowledge, abilities, and skills required by the work, may be developed and maintained by the Director of Human Resources. With the approval of the Corporate Authorities, classes may be established, combined, or abolished. The position classification plan may include (not all inclusive):

1. An outline of classes of positions in the municipal service arranged in appropriate occupational groups;
2. Class specifications/Job Descriptions in such form as prescribed by the Village Manager (or designee); and
3. Other factors deemed appropriate by the Village Manager (or designee).

8.02 - Purposes of the Classification Plan

1. To provide like pay for substantially similar/like work.
2. To establish educational and work experience qualifications for recruiting, testing, and other selection purposes.
3. To provide appointing authorities with a means of analyzing work distribution, areas of responsibility, lines of authority, and other relevant relationships between individual and groups of positions.
4. To assist appointing authorities in determining personnel service costs and projections for annual budget requirements.
5. To provide a basis for developing standards of work performance, including competencies.
6. To establish lines of promotional opportunity.

7. To indicate employee training needs and development potentials.
8. To provide uniform and meaningful titles for all positions.
9. To provide the fundamental basis of the compensation program and other aspects of the personnel program.

8.03 - Administration of the Classification Plan

The Village Manager (or designee) may periodically require position classification studies at such times as he/she deems necessary to ensure the proper classification of existing or proposed positions in the municipal service. If the Village Manager (or designee) determines that classes should be established, combined or abolished, he/she may so amend the classification plan subject to approval of the Corporate Authorities. Revisions of class specifications required to accurately reflect the nature of work or principal duties and responsibilities of classes may be made without approval of the Corporate Authorities, provided, however, that such revisions generally will not change the number of classes or the maximum rate of pay of a class.

8.04 - Classification of Positions

Each position in the municipal service, except those personnel exempted from this Manual, shall be classified at the direction of the Village Manager (or designee). Positions may be assigned to a specific class when (not all inclusive):

1. The same descriptive title may be used to designate each position in the class; and
2. The same kinds and levels of education, experience, knowledge, ability, skill and other qualifications may be required of incumbents; and
3. Similar tests of fitness may be used to examine applicants; and
4. The same range of compensation will apply equally under substantially the same or similar employment conditions.
5. All classes of positions involving the same character of work but differing as to level of difficulty and responsibility may be assembled into a class series of two (2) or more levels.
6. Compensation or present pay range generally will not be a factor in determining the classification of any position or the standing of any incumbent.

In allocating any position to a class, the specification for the class shall be considered as a whole. Consideration shall be given to appropriate factors including, but not by way of limitation, the general duties, specific tasks, responsibilities, required educational and experience qualifications for such positions, and the relationship thereof to other classes. The examples of duties set forth in such class specification shall not be construed as all-inclusive or restrictive, and an example of a typical task or a

combination of two (2) or more examples of work performed shall not be taken, without relation to all parts of the specification, as determining that a position should be included within a class.

Normally, no employee whose position has been allocated to its appropriate class shall be assigned or required to perform duties generally performed by persons holding positions in other classes, except in case of emergency or training, or for other limited periods of time. Generally, the time period shall not exceed four (4) consecutive weeks without specific authorization by the Village Manager (or designee). The clause in each class specification “performs related work as required” shall be liberally construed.

Department Directors and Division Directors shall report any organization or program changes that will significantly alter or effect changes in existing classes or classes proposed to be established to the Village Manager (or designee). When any Department Director or Division Director requests the establishment of new or additional classes, or a change in the classification of an existing position, the request shall be submitted in writing along with a statement of essential work duties, essential responsibilities, and qualifications of the position and such other documentation as may be necessary to evaluate the request.

8.05 - Effect of Classification Changes on Incumbent

Whenever the title of a class is changed without a change in duties and responsibilities, the incumbent normally will have the same status in the new class as he/she had in the former class.

When a position is reclassified to a class with a higher maximum salary rate, the Village Manager (or designee) may provide the incumbent of the position the same status in the new class as he/she had in the former class, only if he/she finds:

1. That the reason for the reclassification of the position is the accretion of new duties and responsibilities over a period of six (6) months or more immediately preceding the effective date of said reclassification; and that such accretion of duties has taken place during the incumbency of the present incumbent in said position; and
2. That the added duties and responsibilities upon which the reclassification is based could not reasonably have been assigned to any other position; and
3. That the employee occupying a position which has been reclassified shall continue in the position only if he possesses the qualifications of training and experience required for such classification.

Whenever a position is reclassified from one class to a higher class and the conditions above are not met, the incumbent shall not continue in the position and may be placed in a lower classified position or removed from his/her employment with the Village (if warranted in the determination of the Village Manager or designee).

When a position is assigned to a class different from the one to which it was previously classified, the pay status of the incumbent may be changed in accordance with the provisions of these rules governing transfers, promotions, and demotions.

8.06 - Class Specifications/Job Descriptions

1. Official Position Classification Plan:
 - a. The Village Manager (or designee) shall maintain a master set of approved class specifications which is updated from time to time. Such class specifications shall constitute the official position classification plan. The Village Manager (or designee) shall provide each Department Director and Division Director and appointing authority with a current position classification plan. The position classification plan shall be open for inspection by employees, interested individuals, and the public under reasonable conditions during regular business hours.
2. Nature of Specifications:
 - a. Class specifications are descriptive and not restrictive. They are intended to indicate the kinds of positions that are to be assigned to the respective classes as determined by their duties and responsibilities and shall not be held to exclude those duties and responsibilities which are not specifically mentioned, but are similar as to kind and level.
3. Implied Qualifications:
 - a. Qualifications commonly required of all incumbents of positions of different classes, such as (not all inclusive list): honesty, cooperation, sobriety, and industry, shall be deemed to be implied as qualification requirements for each class, even though they are not specifically mentioned in the class specification.
4. Interpretation of Class Specifications:
 - a. In determining the class to which any position shall be assigned, the class specification for each class shall be considered as a whole. The class specifications are intended to indicate the kinds of positions that are assigned to the classes, as determined by their relative assigned duties, responsibilities, and specific tasks, and are not to be construed as declaring what the duties or responsibilities of any position may be or as limiting or modifying the power of any Department Director to assign, direct, and control the work of employees under his supervision. All class specifications/job descriptions shall be construed in compliance with the Americans with Disabilities Act ("ADA"). As to the particular parts of the class specifications the following principles shall apply:
5. Class/Job/Job Title:
 - a. The class title is a brief and descriptive designation of the type of work performed. When there is more than one (1) class in an occupational series, numerals are used in the title to designate the level of the class. The Roman Numeral I is always indicative of the entry position in a class series.
6. Nature of Work:
 - a. This section is a general description of the essential job functions with emphasis on those basic factors which distinguish the class from other classes. Included are such factors as supervision received and exercised, responsibility and difficulty, hazards, and the way in which the work is assigned and results are reviewed. Because this section evaluates the class in terms of relative difficulty and responsibility and thereby establishes the level of

the class, it is the section which is most important in determining the class in which a particular position belongs.

7. Illustrative Examples of Work:

- a. This section is intended to enable the reader to obtain a more complete concept of the actual essential job functions performed in positions assigned to this class. The list is descriptive, but not limiting. It is not intended to describe all work performed in all positions in the class, nor do all examples apply to all positions assigned to the class. It is conceivable in the more populated classes, that only one (1) portion of one (1) work example would apply to a given position. The performance of one (1) or several duties listed as examples of work for a particular class should not be considered as conclusive evidence that the position belongs in the class. A position is assigned to a class only when it meets the criteria defined and set out by the specification as a whole.

8. Requirements of Work:

- a. This section includes a statement of knowledge, abilities, and skills considered as requisite to successful performance of the essential job functions of the class, and the education and experience which ordinarily would be expected to provide an employee with the required knowledge, abilities, and skills. It should be noted that the statement of education and experience is generally intended to include any equivalent combination of training and experience as determined by the appointing authority in order to allow admission of all qualified applicants to the selection process.

9. Necessary Special Requirements:

- a. This section is used in a few classes where requirements limit practice of a profession or occupation to persons who possess a specific license or certificate issued by an agency of licensure. It also is used to enumerate other practical requirements or specific prerequisites which must be met by applicants before otherwise qualifying for positions in the class.

Reasonable Accommodations, as defined by the Americans With Disabilities Act (ADA), are available for disabled employees who are otherwise qualified to perform the essential functions of the available work for positions in the class.

8.07 - Use in Selection Process

The specification for any class as interpreted herein, shall constitute the primary basis and source of authority for the recruitment and for the tests to be included in examination for the class and for the evaluation of the qualifications of candidates. Exceptions to this section may be made only if approved by the Village Manager (or designee).

8.08 - Use of Class/Position/Position Titles

The class/position title shall be the official title of every position assigned to the class for the purpose of personnel actions and shall be used on all payrolls, budget estimates, and official records. Administrative

titles or other working titles authorized by a department or Division Director may be used to designate any position for purposes of internal communication and/or in oral or written contacts with the public.

Chapter 9.00 – Compensation

- 9.01 - Authority to Establish Salaries
- 9.02 - Compensation Plan
- 9.03 - Compensation Plan Design
- 9.04 - Annual Evaluation
- 9.05 - Compensation Plan Maintenance
- 9.06 - Amendment of the Compensation Plan
- 9.07 - Total Remuneration
- 9.08 - Dual Employment Prohibited
- 9.09 - Equivalent Compensation
- 9.10 - Beginning Salary
- 9.11 - Salary Increases
- 9.12 - Pay Rate Adjustments
- 9.13 - Temporary Assignment to Higher Level Position
- 9.14 - Call Back Pay
- 9.15 - Pay Periods/Pay Days
- 9.16 - Payroll Errors
- 9.17 - Direct Deposit of Pay Checks
- 9.18 - Longevity Pay

9.01 - Authority to Establish Salaries

The Corporate Authorities shall establish pay ranges for employees under the jurisdiction of the Village Manager (or designee).

9.02 - Compensation Plan

The Village of Buffalo Grove has created this compensation policy to develop and implement a performance management program that creates a direct relationship between the performance of an employee and the employee's compensation. The policy is intended to measure outcomes, enhance accountability and emphasize Village-wide priorities, strategic planning and critical job success factors.

9.03 - Compensation Plan Design

The design of the compensation plan requires the administration of the following sub-policies, as follows:

1. Goals:
 - a. It shall be the responsibility of the Village Manager (or designee) to annually establish organizational goals, which shall form the foundation of the performance evaluation and compensation cycles. Department Directors shall be responsible to establish departmental goals which reflect the organizational and unit goals for the operation of each department. Each employee shall be provided his/her organizational, departmental, unit and/or individual goals at the beginning of the evaluation cycle. The employee's performance shall be evaluated at least annually, and more frequently as deemed

appropriate by the employee's supervisor, Department Director and/or Village Manager, consistent with the process outlined in the Annual Evaluation section of this policy.

2. Salary Ranges:

- a. Each year, the Director of Human Resources shall prepare a schedule of pay classifications, inclusive of the minimum, maximum and midpoint salary for each job classification. Pay ranges or bands may be developed to encompass multiple job classifications based upon like performance requirements, skills, competencies, education and experience required to perform the requirements of the position. Where applicable, salary ranges shall be adjusted to reflect cost of living indices then applicable, and shall be applied in equal units to each salary range. The Village shall provide for an objective evaluation of positional responsibilities based upon job analysis questionnaires and assigned rankings within the Village's organization chart.

The Village of Buffalo Grove strives to maintain market competitive salary ranges based on review of comparable salary ranges of like communities, economic factors and sufficient incentives to provide greater compensation to employees assuming greater responsibility. The Village shall triennially conduct a comprehensive survey of comparable municipalities' salary ranges. The comparable communities will generally be the same communities used for represented Police and Fire personnel, except that additional comparable salaries may be incorporated into the analysis where insufficient data exists for like positions of a particular classification, or where the responsibilities associated with a particular classification are unique or extraordinary. To maintain equity between represented and non-represented personnel, the Village shall develop the maximum of each salary range based on the third highest salary range of the comparable communities. Consistent with standard practice and to prevent range compression, range spreads (the difference between the salary range minimum and maximum) will be set at approximately 40 percent, but may be expanded or contracted based upon circumstances unique to a position or class of positions.

Department Directors may request a modification of one or more salary ranges. All requests for modification shall be provided to the Human Resources Director and shall be approved by the Village Manager (or Designee) before becoming effective. Requests for review should provide an objective evaluation of the position considered for a salary range adjustment by compensation and responsibility factors, an analysis of like factors for similar positions in comparable communities, an analysis of the impact of the requested salary range adjustment on other positions within the same salary range or band and any other data pertinent to the consideration of the request.

9.04 - Annual Evaluation

The Village will conduct annual employee evaluations for all Village employees in May and June, or at such other time as may be warranted to meet the business needs of the Village. All employees will be evaluated. The management staff will use the evaluations to determine an employee's annual potential salary adjustment based on a merit schedule established by the Village Manager (or designee) annually during budget preparations and consistent with this policy.

Based on the results of the annual evaluation, the employee will receive a rating of 1("Unacceptable"), 2 ("Needs Improvement"), 3 ("Fully Meets Expectations"), 4 ("Exceeds

Expectations”), or 5 (“Outstanding”). To ensure tested and consistent evaluation standards, staff will employ an evaluation system that will:

1. Track employees’ performance throughout the year, culminating in the annual evaluation.
2. Track an employee’s core competencies for their position.
3. Track progress against his/her annual goals and tasks.
4. Compare employees across the department, classifications, functional units and like positions to ensure a normal distribution of scores and fairness of evaluations administered by different supervisors.
5. Allow for multiple self-evaluations and check-ins throughout the year.

Any employee receiving an overall evaluation score of Unacceptable (1) or Needs Improvement (2) will be placed on a formal Performance Improvement Plan. The Performance Improvement Plan will include a written statement prepared by the evaluator with the performance matters to be addressed by the employee and a specific period in which a Special Evaluation shall occur.

Any employee receiving an Annual Evaluation or Special Evaluation deemed by the employee to be unacceptable, unfair or incomplete may appeal his/her evaluation score to the Director of Human Resources. The Director of Human Resources shall review the appeal, investigate the circumstances of the appeal and provide a recommendation to the Department Director and the Village Manager (or designee) that the evaluation score be 1) sustained, or 2) rejected, or 3) modified. Upon review of the findings of the Director of Human Resources, the Village Manager (or designee) shall make a final determination upon the appeal and the Department Director shall provide the employee with a copy of the final determination.

1. Salary Adjustment – Non-Represented Employees:
 - a. Based on the employee’s performance, a salary adjustment may be recommended by the employee’s supervisor, department director or the Village Manager (or designee). Employees receiving an overall evaluation score within the Fully Meets Expectations (3), Exceeds Expectations (4) or Outstanding (5) rankings shall be eligible for salary adjustment, consistent with the prescribed salary matrix for the applicable evaluation period. Any employee receiving an overall evaluation score of Unacceptable (1) or Needs Improvement (2) shall not be eligible for a salary adjustment at the time of evaluation, but may be recommended for a salary adjustment within the evaluation cycle for sufficient improvement consistent with the Performance Improvement Plan.

Salary adjustments shall be awarded up to the top of the adopted salary range, no adjustment shall be made for an employee whose salary is above the maximum salary of the range. Employees evaluated prior to their 6 month anniversary date of hire will not be eligible for a merit increase. Employees evaluated after 6 to 12 months of service may be eligible for a pro- rated merit increase. Recently promoted employees will follow the same guidelines as the newly hire employees.

Based on the performance matrix, an employee who achieves the fully meets expectations score consistently can expect to achieve the maximum of his/her salary range in 10 years, an employee who consistently performs above average will achieve range maximum in seven years and an exceptional employee will achieve range maximum in five years.

2. Special Adjustment – Non-Represented Employees:
 - a. The Village Manager (or designee) may, from time to time, recommend to the Village Board a special adjustment for an employee or group of employees based upon outstanding performance within the employee's or employees' assigned duties, individual achievements, team accomplishments or unit performance. Any special adjustment awarded shall be considered a one-time benefit and shall not be included in the employee's base compensation.
3. Salary Adjustment –Represented Employees:
 - a. Salary adjustments for represented employees shall be administered consistent with then-current collective bargaining agreements pertaining to the employee's job classification.

9.05 - Compensation Plan Maintenance

The Human Resources Department will be responsible for implementing, maintaining, and updating the base compensation plan, including pay for performance. Responsibilities will include evaluating new/revised classification and jobs; updating the salary range(s); developing performance compensation matrices; performing the salary range survey; and recommending changes to the compensation policy.

The Village Manager (or designee) will be responsible for reviewing and recommending to the Village Board any changes to the salary range(s) and the compensation policy.

9.06 - Amendment of the Compensation Plan

On an annual basis, as well as at other times, the Village Manager (or designee) shall make such comparative salary studies as he/she deems necessary and appropriate, and/or as instructed by the Corporate Authorities to make, concerning factors affecting the levels of salaries in the municipal service. On the basis of the information derived from such salary studies, the Village Manager (or designee) shall recommend to the Corporate Authorities such changes in the pay plan pertinent to the fairness and adequacy of the overall compensation program, if any are appropriate.

Recommendations made by the Village Manager (or designee) for the amendment of the pay plan shall be submitted to the Corporate Authorities for appropriate consideration. When approved by the Corporate Authorities, these amendments shall become part of the pay plan and shall become the official salary schedule applicable to the respective classes of positions as enumerated therein, and shall be used by all departments in connection with all payrolls, budget estimates, and official records and reports relating to positions in the municipal service.

9.07 - Total Remuneration

Any salary or other rate of pay established for an employee shall be the total remuneration for the employee, exclusive of overtime, special duty pay, or other authorized allowances. Except as otherwise provided, no employee shall receive pay from the Village in addition to the salary authorized by the pay

plan for services rendered by him, either in the discharge of his ordinary duties or any additional duties which he may undertake or volunteer to perform.

In any case in which part of the compensation for services in a Village position, exclusive of overtime services, is paid by another department, division, or an outside agency such as the county, state, or the federal government, any such payments shall be deducted from the compensation of the employee concerned (unless otherwise approved by the Village Manager (or designee), to the end that the total compensation paid to any employee from all sources combined for any period, shall not exceed the amount payable at the rate prescribed for the class of position to which the employee is assigned.

9.08 - Dual Employment Prohibited

No full-time employee holding a position in the municipal service shall be eligible for employment in any additional position in the municipal service, unless previously approved by the Village Manager (or designee) in writing and where applicable a valid FLSA "7g" agreement has been completed. A full-time or part-time employee may be employed in an additional part time position if approved in advance by the appointing authorities involved and the Village Manager (or designee), in writing. An "Advice of Status" form (or comparable form) must be completed and approved by the Village Manager (or designee) for all positions that an employee works in for the Village. Violation of this Policy (no matter when discovered) is grounds for disciplinary action, including immediate dismissal for first offense.

9.09 - Equivalent Compensation

Part-time or temporary employees may be compensated on the basis of the equivalent hourly rate paid for full time employment or such alternate amounts deemed appropriate by the Village Manager (or designee). Such employees shall be paid for only those hours actually worked.

9.10 - Beginning Salary

The beginning salary or rate of pay for a class shall be the rate paid upon original appointment. Original appointment above the minimum rate may be approved by the Village Manager (or designee), but only if necessary to fill a vacancy or in recognition of outstanding qualifications.

When any employee previously employed by the Village is reemployed, the Village Manager (or designee) may authorize appointment at a salary step in the range for the class corresponding to that salary step which the employee had been receiving upon termination of his previous service and/or other factors deemed appropriate by the Village Manager (or designee).

9.11 - Salary Increases

General pay increases may be granted by the Corporate Authorities to all employees when the Corporate Authorities determine it is necessary/desirable to compensate for changes in economic conditions. All other salary increases shall be in accordance with the provisions of this Manual or as determined by the Village Manager (or designee).

9.12 - Pay Rate Adjustments

The following personnel actions may affect the pay status of an employee in the manner provided:

1. **Transfer:** When an employee is transferred between departments and/or divisions of the municipal government or between classes with the same maximum salary rate, the salary rate of the employee will remain unchanged unless the employee's current rate is below the minimum pay rate established for the class to which the employee is transferring. The employee's anniversary date for merit pay increases shall remain unchanged.
2. **Promotion:** When an employee is promoted from a position in one class to a position in another class having a higher maximum salary rate, the salary rate of the promoted employee shall be increased to the new minimum or to that step within the new pay range which provides a five percent (5.0%) or ten (10) step increase above the employee's current step, whichever is greater. The employee's anniversary date for merit pay increases shall be changed to the effective date of promotion, unless otherwise approved by Village Manager (or designee).
3. **Demotion - Involuntary:** When an employee is involuntarily demoted for disciplinary reasons or other business reasons from a position in one class to a position in a class having a lower maximum salary rate, the salary rate of the employee shall be reduced to the maximum of the new class or by five percent (5.0%) or ten (10) steps whichever is greater. The employee's anniversary date for merit pay increases shall be changed to the effective date of demotion.
4. **Demotion - Voluntary:** When an employee is voluntarily demoted from a position in one class to a position in a class having a lower maximum salary rate, the employee's salary rate generally will be reduced, if necessary, to place it in the pay range assigned to the lower class. The employee's anniversary date for merit pay increases shall remain unchanged.

9.13 - Temporary Assignment to Higher Level Position

A temporary salary rate increase may be authorized by the Village Manager (or designee) for employees assigned to perform the majority of the distinguishing functions of a position in a class with a higher maximum salary rate where such assignment exceeds four (4) consecutive weeks. Temporary assignments to higher level positions for sworn fire department personnel will be governed by applicable Illinois state statute.

If authorized by the Village Manager (or designee) or his designee, the salary rate of the employee shall be increased to the minimum of the range of the higher class or by five percent (5.0%) or ten (10) steps, whichever is greater, generally effective on the fifth (5th) consecutive week of the temporary assignment. The increase shall not be retroactive and shall expire upon termination of the temporary assignment. If an employee becomes eligible for a merit increase during the temporary assignment, any merit pay increase shall be based on the employee's previous salary rate, exclusive of any temporary salary rate increase authorized under this section.

9.14 - Call Back Pay

Compensation for employees called back to work on a regularly scheduled work day, or called in prior to the normal reporting time on a regularly scheduled work day, or called to work on a non-scheduled work day, shall be in accordance with departmental rules and regulations. Where such rules and regulations do not exist, the overtime provisions of these rules shall apply.

9.15 - Pay Periods/Pay Days

Unless provided otherwise in an applicable CBA, the normal paydays shall be on a bi-weekly schedule with payday on the Thursday after completion of the pay period. Pay periods shall run from Monday through the second Sunday following.

9.16 - Payroll Errors

Adjustments to pay may be made to correct computational errors at any time. Employees will be notified of the error and the date of the correction as soon as practical after the matter is discovered and remedied. It is the employee's responsibility to inform the designated staff in the Finance Department if an error occurs in their paycheck for any reason. Please be assured that no retaliation will be taken or tolerated against any employee who reports an error in payroll records or an improper deduction. Any overpayment or underpayment must be reported pursuant to this Policy.

9.17 - Direct Deposit of Pay Checks

Village employees may elect to participate in the Payroll Direct Deposit Program, but they are not required to do so. To participate in this Program, employees will need to designate their full net bi-weekly paycheck for direct deposit. The direct deposit may be made into any savings or checking account at financial institutions that are members of the ACH system. The Village has no liability in this transaction other than the transmittal of the net amount of the paycheck to the designated financial institution. Employees should consult their financial institution regarding participating in the ACH system and their rules for direct deposit. Forms for participation in the Village's Payroll Direct Deposit Program are available from the Finance Department.

9.18 - Longevity Pay

Eligible full-time employees, hired prior to May 1, 2013, may receive longevity pay beginning with the fifth (5th) anniversary of their original employment date. Longevity awards will be presented on the employee's anniversary date according to the following schedule. Time spent on an approved Leave of Absence (regardless of the reason) shall be deducted from an employee's longevity calculation. Longevity pay amounts are subject to normal payroll and other legally authorized deductions.

Full-time employees hired on or after May 1, 2013 shall not be eligible for longevity pay.

Completed Years of Award

5 through 9 \$400

10 through 14 \$600

15 through 19 \$800 20 or more \$1000

Important Notes

This benefit program (like all other benefit programs of the Village) is subject to revisions from time to time as determined by the Village Manager (or designee).

Chapter 10.00 – Overtime and Compensatory Time

10.01 - Overtime

10.02 - Compensatory Time

10.01 - Overtime

1. **Eligibility:** All regular, non-exempt, employees shall be eligible for overtime compensation. Compensation for overtime may be in the form of premium pay or compensatory time off. The Village Manager (or designee) shall designate the form of overtime compensation available to each class of work in the municipal service, consistent with the Fair Labor Standards Act of 1938 (“FLSA”), as amended and any applicable state laws.
2. **Overtime Hours:** Overtime hours shall be computed and paid in increments of one quarter ($\frac{1}{4}$) of an hour. Overtime amounts of seven (7) minutes or less in a fifteen (15) minute period shall not be compensable. Overtime amounts of eight (8) minutes or more in a fifteen (15) minute period shall be counted and paid as fifteen (15) minutes of overtime. All overtime hours must be approved by the Department Director or their designee in advance; failure to obtain approval before working may result in disciplinary action.
3. **Scheduling:** Overtime scheduling in all departments must be approved in writing or verbally by the Department Director or his designee prior to overtime being worked, except in case of emergency in which case Department Director approval may be designated on the following business day.
4. **Premium Pay:** Employees in classes eligible for premium pay shall be compensated at the rate of one and one half (1.5) times the equivalent hourly rate of the employee for all overtime hours actually worked. Hours worked on the date of an actual holiday that is designated by the Village shall be compensated at the rate of two (2) times the equivalent hourly rate of the employee for hours worked, except as otherwise provided by Section 14.02.

10.02 - Compensatory Time

Depending on the nature of the employee’s job responsibilities, some non-exempt employees may be entitled to compensation for their overtime hours worked based on a “compensatory time” arrangement computed at the rate of one- and one-half times the hourly rate of the employee, subject to the caps on compensatory time accrual that are established by each individual Department Director and with the approval of the Village Manager.

Employees promoted from a non-exempt position to an exempt position may choose to use their accrued compensatory time within a twelve (12) month period from the effective date of the promotion. Employees may also have the balance of their accrued compensatory time paid out at their rate of pay prior to the promotion.

Chapter 11.00 – Hours of Work and Attendance

- 11.01 - Hours of Work
- 11.02 - Work Schedules
- 11.03 - Alternative Work Arrangements
- 11.04 - Reporting to Work
- 11.05 - Attendance
- 11.06 - Temporary Light Duty

11.01 - Hours of Work

Regular working hours for full-time employees shall be forty (40) hours of work in seven (7) consecutive days, from Monday through the Sunday following, except as noted below:

1. Regular working hours for fire protection personnel covered by the Fair Labor Standards Act of 1938, as amended, shall be two hundred and twelve (212) hours in a twenty eight (28) day work period, unless otherwise established in a collective bargaining agreement.
2. Regular working hours for law enforcement personnel covered by the Fair Labor Standards Act of 1938, as amended, shall be one hundred seventy-one (171) hours in a twenty eight (28) day work period.
3. With prior notice from a supervisor, employees are permitted to take reasonable breaks or rest periods of five (5) minutes or less for use of the restroom or similar necessary personal reasons. Employees are not entitled to use or request paid time off for smoking purposes or to otherwise engage in non-work-related activities. Violations of this policy are grounds for disciplinary action, including dismissal if warranted.
4. Employees shall receive a lunch break and two rest periods. The unpaid lunch break shall be no less than thirty (30) minutes and no longer than sixty (60) minutes. Lunch breaks must be taken beginning no later than five (5) hours after the start of the work period.
5. Exceptions to the regular working hours will be made based on business needs and other related circumstances. Nothing in this section is intended to create a guarantee or promise of work for any specific number of hours or workweeks in a year.

11.02 - Work Schedules

Work schedules, including those of an emergency or on call nature, shall be determined by Department Directors for employees under their jurisdiction, subject to the approval of the Village Manager (or designee). Department Directors shall arrange work schedules to meet the needs of the municipal service, provided that all work schedules for full-time employees shall comply with the remaining provisions of this Chapter 11.00.

11.03 - Alternative Work Arrangements

The Village recognizes that the nature of how work is performed, including when and where work is performed, continues to evolve for many positions within the organization.

Flexible work arrangements are not an entitlement, nor are they a Village-wide benefit, and in no way change the terms and conditions of employment with the Village.

Full-time employees in non-bargaining unit positions may apply for flexible work arrangements. To qualify, employees must be in good standing with the Village as evidenced through the Village's performance evaluation process; however, the availability of flexible work arrangements may be denied based on individual employee performance and the operational needs of the department or for any reason at the discretion of the Village manager and/or their designee.

To request a flexible work arrangement, the employee must complete the Flexible Work Arrangements Electronic Request Form. The department director and human resources department will review the request to determine whether the employee's request meets the Village's operational needs to maintain continuity of services. Based on the options outlined below, eligible employees may only participate in one alternative work arrangement at any given time.

If an approved employee's performance declines or assignments are not completed in a timely manner, the flexible work arrangement may be terminated at the department director's sole discretion. Additionally, the availability of flexible working arrangements can be discontinued at any time at the discretion of the Village.

Remote Work

The Village Manager, in his/her sole discretion, may determine conditions or situations that warrant remote work. The Village considers requests for remote work on a case-by-case and position-specific basis. This policy is designed to allow employees in good standing the ability to work from home (WFH) or other approved offsite location(s) for an agreed upon portion of regularly scheduled work hours or days. Remote work is a privilege and may be permitted only when the business needs of the Village can be met while accommodating remote work. The granting of remote work privileges does not amend or usurp any terms of the Personnel Policy or any collective bargaining agreement.

Eligibility

Employees who work in an administrative capacity that does not require in-person meetings, inspections, field work, or on-site attendance to perform their job duties may be considered eligible for remote work.

At the discretion of the Village Manager (or designee) employees may be eligible for WFH during emergency situations to give the village the ability to maintain continuity of services when weather, health, or other issues affect our ability to work in village facilities, but continuity of service needs to be maintained. Additionally, remote work may be used in situations to accommodate a time-limited situation, such as a broken leg, as a temporary schedule.

Prohibited Employees

Any employee who is required to regularly perform the following functions are specifically prohibited from remote work without express permission of the Village Manager or his designee:

1. Responding to emergency calls for service, including but not limited to 911 dispatches, police calls, fire calls, and/or emergency medical service calls;
2. Performing on-site inspections of structures, facilities, food/liquor service establishments, health care facilities, etc.;

Minimum Requirements

In order to perform remote work, the employee must provide for a safe, organized and distraction-free environment for the duration of his/her work. The employee's remote work location must provide for reliable online access to allow video, phone, email and all other communications necessary to perform his/her job duties.

The Village will not bear any cost or liability for subscriptions, wireless or wireline services, video/teleconferencing services, equipment, software, or technology beyond what is provided to the employee in the course of his/her regular assignments or job duties.

Technology and Security

When remote work is permitted, the employee is required to utilize Village-provided technology, including equipment, hardware, software and VPN services to perform his/her job duties. Third-party hardware, software and data access will only be permitted on a case-by-case basis, by prior written approval of the Administrative Services Director, and subject to the Village's information technology policies. The employee may not perform remote work using public wireless internet connections. The employee is required to maintain any Village-provided equipment in a safe, secure location and in proper working order at all times.

The employee is required to maintain confidential and/or proprietary information with proper care at all times when working remotely, including the use of passwords, locked files and/or any additional necessary measures promulgated by the Village. All remote work shall be performed using the Village's established networks for file storage, file transfer, encryption and processing. The use of ancillary storage devices outside of the Village's network (thumb drives, external hard drives, DVD's, etc.) is expressly prohibited.

Remote Work Shifts

When remote work is permitted, the following requirements shall apply to all activities:

1. The employee is required to maintain regular office hours, or, if remote work is due to a scheduling conflict, to complete the standard hours of work per day;
2. All non-exempt employees are required to track and record their hours of work each day and to report those hours to their supervisor bi-weekly using the Village's timekeeping system;
3. Employee is expected to treat remote work as a regular work day, including responding to emails, phone calls and/or text messages in a timely manner;
4. Employee is expected to utilize good time-management and organizational skills to maintain productivity during remote work;

5. Employee's remote work area shall be kept clean, professional, and orderly at all times. Employee will be required to attend and appear in videoconference meetings when applicable. Employees are expected to dress appropriately for their job duties when performing remote work.

Criteria for Considering Remote Work

Subject to the approval of the Village Manager, Department Directors may review and recommend remote work assignments for eligible employees, taking into account the following criteria:

1. The employee's request will allow for proper staffing of all on-site services within the department while the employee is performing remote work;
2. The employee will be able to fulfill his/her regular duties while remote work is permitted;
3. If the employee supervises personnel, the employee will be able to provide adequate supervision, direction and coordination of subordinate staff while working remotely;
4. Remote work, if granted, will not force overtime or hire back of other employees;
5. The employee has satisfied all of the eligibility criteria in this policy;
6. Remote work is not being used instead of other benefit time. Remote work is not to be used in place of any time off/leaves of absence as provided for in the Personnel Policy; and
7. Eligible employees may be permitted to work remotely up to four (4) shifts per month, but no more than two (2) shifts in any work week. Remote work shifts shall not accrue or carry from month-to-month.

When considering multiple requests for remote work, the Department Director shall consider the highest priority of the Village's business and operational needs, deferring to on-site services first. Requests for remote work must be provided in writing to the Village Manager and reviewed by the Human Resources Department.

Flexible Work Scheduling

While the Village's normal business hours are Monday through Friday, 8:00 a.m. to 4:30 p.m., the Village considers the hours of 10:00 a.m. to 3:00 p.m. to be core hours, during which all employees must work. In the flexible scheduling program, an employee may be granted to adjust their start and end times as agreed upon by the employee and their department director, so long as the employee works during the core hours and works an eight-hour day.

For example, an employee may adjust their start time to 7:00 a.m. and their end time to 3:30 p.m., or an employee may adjust their start time to 9:00 a.m. and their end time to 5:30 p.m.

As part of the flexible work schedule, departments may request a 4/10 schedule during the months of June through August. Requests for a 4/10 schedule must be submitted in writing by the department director to the Village Manager (or designee) and reviewed by the Human Resources Department. Employees holding the position of Director or Deputy/Assistant Director are not eligible.

11.04 - Reporting to Work

All employees are expected to report each workday and be ready to begin work when scheduled to start. Employees who have a compelling need to arrive to work after the scheduled starting time, must notify their supervisor in advance by the start of the workday, but not later than 15 minutes after the assigned starting time. The concept of 'reporting on-time' is not limited to the start of the workday but encompasses returning to work from lunch breaks, meetings, or other work tasks. Employees continuing to report late will face progressive disciplinary action including loss of wages for non-exempt staff. The immediate Supervisor must approve any schedule change to make up lost time.

11.05 - Attendance

Regular and punctual attendance at work shall be required of all employees. Employees who fail to observe attendance requirements and procedures for recording and reporting of attendance, including, failure to report to duty, tardiness and "early leaves," shall be subject to disciplinary action, up to and including dismissal. Exceptions to this section will be considered only as required for approved time off under the Family and Medical Leave Act and/or the state, federal and local laws applicable to employees with disabilities or handicaps.

If employees are unable to come to work or will be more than seven (7) minutes late, they are required to directly contact their Supervisors, and if they are unable to reach their Supervisor, they should leave a message for him/her advising of their inability to come to work or that they will be late. If, because of illness, employees are unable to call personally, they may have a member of their family or a friend call on their behalf. If employees have any questions, their Supervisor will advise them concerning absence reporting. Please note that, although calling in an absence or tardy is required, doing so will not necessarily render the absence or tardy totally excused. Unauthorized, unreported or excessive absenteeism will result in disciplinary action, up to and including termination of employment.

If employees must leave work early because of an illness or personal emergency, employees must make every reasonable effort to promptly advise their immediate Supervisor or if their immediate Supervisor is not available, the Supervisor at the succeeding level of authority in their department.

Employees' notice must include a reasonable explanation for their absence or tardiness, and a statement as to when they expect to arrive at or return to work. Employees may be required to present a doctor's note or other documentation substantiating the length of and reasons for their absence or tardiness.

The foregoing notice requirements apply to each day of absence or tardiness, including without limitation consecutive days. Failure to satisfy these requirements may result in loss of pay for the time in question and/or subject employees to disciplinary action, up to and including termination of employment.

An unreported absence of three or more consecutive days is considered to be a voluntary resignation from the Village. This also applies to employees failing to return to work after an approved leave of absence.

Chapter 12 – Performance Evaluation

12.01 - General Responsibilities

12.02 - Employee Performance Evaluations

12.01 - General Responsibilities

The Village Manager (or designee) shall develop and maintain a performance evaluation program for the purposes of evaluating factors such as an individual's overall work performance, identifying training needs and employee development opportunities, and for improving the efficiency and productivity of the municipal service. Performance evaluation systems and procedures shall be published separately and subject to revision from time to time in accordance with the remaining provisions of this Manual.

When appropriate, a Department Director or Supervisor may conduct or review an evaluation to help ensure the quality, consistency, and equity of the statements provided therein.

No public disclosure of an employee's performance evaluation record shall be made without the permission of the employee and the Village Manager (or designee), except as required or permitted by law. Such record shall be made available upon request to the employee; to an appointing authority when needed in connection with a potential action for promotion, transfer, demotion, discipline or dismissal of the employee; or to other persons when required or permitted by a legal procedure or if requested by a government agency as part of a criminal investigation, grievance, or complaint procedure.

Exceptions to the guidelines in this Chapter must be approved by the affected Department Head and Village Manager (or designee).

12.02 - Employee Performance Evaluations

Probationary Employees

- A. **Original appointees:** Original appointees shall be evaluated generally upon the completion of twelve (12) months of consecutive service, and upon the completion of their probationary period. Original appointees must obtain an evaluation of "Meets Job Standards" or better to be considered for "regular" employee status. Failure to obtain such an evaluation shall result in dismissal or extension of the probationary period as provided in Chapter 6.00. An original appointee shall not be eligible for a merit pay increase until the completion of twelve (12) months of service, unless otherwise authorized by the Village Manager (or designee).
- B. **Promotional appointees:** Promotional appointees generally shall be evaluated:
 - 1. As of the effective date of promotion;
 - 2. Upon the completion of six (6) months of service in the new position;
 - 3. Upon completing twelve (12) months of service in their new position; and
 - 4. Other times as deemed appropriate by the Department Director.

The first evaluation shall be based on the employee's overall performance and contributions in the position held prior to promotion. Any merit pay increase for which the employee may qualify shall be prorated on the basis of one-twelfth (1/12) of the annual merit increase earned times each full month of service in the period of evaluation. Merit pay increases, if authorized, computed under this section shall be rounded upward to the nearest step, and shall be awarded prior to making those pay rate adjustments.

Failure of a promotional appointee to obtain an evaluation of "Meets Job Standards" or better upon the completion of either six (6) or twelve (12) months of service shall result in the demotion of the employee to a position in the class held prior to the promotional appointment (or termination if appropriate). The salary rate of any employee demoted under this section shall be reduced to the salary rate held prior to pay rate adjustments provided in Section 8.10(B). Demotion under this section shall not change the anniversary date resulting from promotion. Depending on all of the circumstances involved, dismissal in lieu of demotion may apply in some cases.

- A. **Full-Time Employees:** The performance of all full-time employees shall be periodically evaluated generally on an annual basis, using the systems and procedures authorized by the Village that are then in effect.
- B. **Part-Time Employees:** The performance of all part-time employees required to maintain regularly scheduled work hours shall be periodically evaluated generally on an annual basis using the systems and procedures authorized by the Village that are then in effect.
- C. **Temporary/Seasonal Employees:** Temporary/seasonal employees are not covered by the Village's formal performance evaluation program. However, the appointing authority will be permitted to conduct periodic counseling or performance reviews of a temporary/seasonal employee.

Annual Evaluation Process

The Village will conduct annual employee evaluations for all Village employees in May and June, or at such other time as may be warranted to meet the business needs of the Village. All employees will be evaluated. The management staff will use the evaluations to determine an employee's annual potential salary adjustment based on a merit schedule established by the Village Manager annually during budget preparations and consistent with this policy.

Based on the results of the annual evaluation, the employee will receive a rating of 1("Unacceptable"), 2 ("Needs Improvement"), 3 ("Fully Meets Expectations"), 4 ("Exceeds Expectations"), or 5 ("Outstanding"). To ensure tested and consistent evaluation standards, staff will employ an evaluation system that will:

1. Track employees' performance throughout the year, culminating in the annual evaluation.
2. Track an employee's core competencies for their position.
3. Track progress against his/her annual goals and tasks.
4. Compare employees across the department, classifications, functional units and like positions to ensure a normal distribution of scores and fairness of evaluations administered by different supervisors.
5. Allow for multiple self-evaluations and check-ins throughout the year.

Any employee receiving an overall evaluation score of under a three (3) will be placed on a formal Performance Improvement Plan. The Performance Improvement Plan will include a written statement prepared by the evaluator with the performance matters to be addressed by the employee and a specific period in which a Special Evaluation shall occur.

Any employee receiving an Annual Evaluation or Special Evaluation deemed by the employee to be unacceptable, unfair or incomplete may appeal his/her evaluation score to the Director of Human Resources. The Director of Human Resources shall review the appeal, investigate the circumstances of the appeal and provide a recommendation to the Department Director and the Village Manager (or designee) that the evaluation score be 1) sustained, or 2) rejected, or 3) modified. Upon review of the findings of the Director of Human Resources, the Village Manager (designee) shall make a final determination upon the appeal and the Department Director shall provide the employee with a copy of the final determination.

Award Bonus

Award bonuses may be given to employees to recognize and reward exceptional performance, significant achievements, or contributions that go above and beyond regular job duties and expectations. Eligible employees include full-time employees up to the director level. Represented employees, part-time employees, and temporary/seasonal employees are not eligible under this policy.

Award Criteria

Awards are to be used to recognize employee contributions that have exceeded expectations. The employee contribution must be for an exceptional action or accomplishment that is beyond the scope of the employee's job responsibilities, activities, and assignments.

Examples of exceptional action include innovation and creativity to solve a complex problem or situation, above and beyond the expected level of customer service, actions that resulted in an impact on the organization's financial success, growth, or strategic objectives, or significant contributions beyond an employee's job description.

The spot award should be tied to a discrete action rather than awarded for a situation of consistently exceptional performance. The latter situation should be addressed using a merit increase or promotion. The award should be presented to the employee promptly, no more than 5 days after the action.

Award Amount

As part of the budget process, a pool of funds will be designated for the spot award bonus program within the Human Resources budget. The amount awarded for the action will be at the discretion of the Village Manager (or designee). All awards are considered taxable income and will be reflected as such on the employees' income earnings statements.

Award Recommendations

Employees with the title of Deputy/Assistant Director and Department Director, or Deputy/Village Manager have the authority to recommend a spot award bonus for their employees. Spot award recommendations must be submitted to the Village Manager (or designee) and will be reviewed by the Human Resources Department.

Chapter 13 – Holidays

13.01 - Holiday Observances

13.02 - Holiday Compensation

13.01 - Holiday Observances

The Village shall observe the following holidays annually:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Two Floating Holidays

When a holiday falls on a Saturday, the preceding Friday generally shall be observed. When a holiday falls on a Sunday, the following Monday generally shall be observed. If Christmas Eve is on a Saturday, employees generally will be given off Friday as well as Monday; if Christmas Eve falls on Sunday, employees generally will be given off Monday and Tuesday.

~~One~~Two (~~1~~2) floating holiday will be awarded each eligible full-time and regular part-time employee to utilize during each calendar year for religious holidays or observances that may not be celebrated by the Village. ~~Floating holidays~~The floating holiday may be taken as one (1) full day off or two (2) half days off. ~~The floating holiday is~~Floating holidays are non-cumulative and must be observed during the calendar year in which it is awarded. Employees must complete six (6) months of service before being entitled to a floating holiday. Scheduling of ~~the a~~ floating holiday shall be at the employee's discretion, subject to approval of the Department Director. Fire and Police department employees governed by collective bargaining agreements will follow terms and conditions set forth within their respective collective bargaining agreement.

Other holidays may be designated at the discretion of the Village Manager (or designee).

Department Directors may approve additional unpaid time off if such additional time off does not present an undue hardship to the Village. For example, we reasonably accommodate our employees who need time off for religious purposes which are not observed by the Village where an employee makes arrangements in advance.

Columbus Day shall be formalized as an in-service day in the Village. Please note that except for any prescheduled/preapproved days off, staff is expected to attend one of training sessions and your employees are expected to work their "normal" schedule, as Columbus Day is not a Village Holiday.

13.02 - Holiday Compensation

- A. **Full-time and Regular Part-time Employees:** All full-time employees and regular part-time employees who are required to maintain regularly scheduled hours shall receive their normal compensation for time off work on Village observed holidays if the employee normally would be scheduled to work on the holiday.

If a regular employee is required to work on a holiday, he/she shall be compensated according to the overtime provisions of this manual, in addition to receiving holiday time off for Village observed holidays.

- B. **Temporary/Seasonal Employees:** Temporary/seasonal employees shall receive time off without pay for Village observed holidays. If a temporary/seasonal employee is required to work on a Village observed holiday, he/she shall be compensated for hours actually worked at his/her normal rate of pay for such hours as the employee who normally have been scheduled to work on that day.
- C. **Fire and Police:** Holiday compensation for fire and police personnel assigned to shift duty shall be in accordance with rules and regulations, and collective bargaining agreements, of the respective departments and such rules and regulations will supersede the statements contained in this Chapter in the event of a conflict.

Chapter 14.00 – Vacation Leave

- 14.01 - Amount
- 14.02 - Accrual
- 14.03 - Scheduling
- 14.04 - Payment on Separation
- 14.05 - Holidays Occurring During Vacation Period
- 14.06 - Vacation Leave for Part-Time Employees
- 14.07 - Compensation in Lieu of Vacation Leave

14.01 - Amount

Each full-time employee shall receive vacation leave credit (accrued on a pro rata basis) according to the following schedule:

First (1st) partial year and first (1st) full calendar year of service:

After 1 month	1.0 day
After 2 months	2.0 days
After 3 months	2.5 days
After 4 months	3.5 days
After 5 months	4.5 days
After 6 months	5.0 days
After 7 months	6.0 days
After 8 months	7.0 days
After 9 months	7.5 days
After 10 months	8.5 days
After 11 months	9.5 days
After 12 months	10.0 days
2nd full calendar year of service:	11.0 days
3rd full calendar year of service:	12.0 days
4th full calendar year of service:	13.0 days
5th full calendar year of service:	14.0 days
6th – 10th full calendar years of service:	15.0 days
11 th -14th full calendar years of service:	17.0 days
15 th -19th full calendar years of service:	20.0 days
20 th -- 22 nd full calendar years of service:	22.0 days
23 rd full calendar years of service:	23.0 days
24 th full calendar years of service:	24.0 days
25 th (and after) full calendar years of service:	25.0 days

Sworn fire personnel assigned to shift duty and not otherwise established by a collective bargaining agreement shall receive vacation leave credit according to the following schedule:

First (1st) partial year and First (1st) full calendar year of completed service:

After 2 months	1 shift
After 4 months	2 shifts
After 6 months	3 shifts
After 9 months	4 shifts
After 12 months	5 shifts
2nd full calendar year of service:	6 shifts
3rd full calendar year of service:	6 shifts
4th full calendar year of service:	7 shifts
5th full calendar year of service:	7 shifts
6 th -10th full calendar years of service:	8 shifts
11 th -14th full calendar years of service:	9 shifts
15 th -19th full calendar years of service:	10 shifts
20 th -24th full calendar years of service:	11 shifts
25 th (and after) full calendar years of service:	12 shifts

Additional Leave/Personal Days

Additional Leave granted in the form of personal days for positions required to attend regular night meetings. The following positions shall be awarded five (5) additional personal days (40 hours) which cannot be carried over from year, used for vacation buy back purposes or paid out upon separation:

- Deputy Village Manager
- Department Directors
- Village Engineer
- Head Golf Professional - Buffalo Grove and Arboretum

The following positions shall be awarded three (3) additional personal days (24 hours) which cannot be carried over from year, used for vacation buy back purposes or paid out upon separation:

- Deputy/Assistant Department Directors
- Buyer/Purchasing Manager
- Assistant to the Village Manager
- Human Resources Manager
- Associate/Village Planner
- Public Works Superintendent
- Fire Battalion Chief
- Police Commander

14.02 - Accrual

Eligible employees shall accrue paid vacation credits on a monthly basis. Vacation leave shall be credited in advance to the employee at the beginning of each calendar year, effective with the second calendar year of service and shall be prorated based upon the number of full months worked by the employee. Employees must complete six (6) months of service before being entitled to take vacation leave, unless otherwise approved by the Village Manager (or designee) and provided a loan agreement/vacation advance agreement is entered into with the employee concerning the repayment of the time once earned.

A maximum equal to of forty hours (40) will be considered for approval by the Department Head or Village Manager. All carry-over hours must be used prior to the end of the calendar year. Carry-over balances beyond these designated “caps” not used prior to the end of the calendar year shall be forfeited. Employees may only be compensated for vacation leave earned but not taken as provided in Sections 12.04 and 12.07. This policy shall apply to all employees of the Village regardless of their date of hire.

Vacation leave shall not be accrued or earned while on leave of absence without pay.

14.03 - Scheduling

Vacation leave schedules shall be approved by Department or Division Directors or their designee consistent with Village business needs. Seniority of employees shall be one relevant factor in considering vacation requests. Accrued vacation time may be used for the purpose of sick leave only in the event that an employee has exhausted all accrued sick time. All time off that qualifies under this Chapter and the FMLA will run concurrently.

14.04 - Payment on Separation

If an employee resigns or is terminated from employment with the Village and the employee has accrued vacation time, the employee shall be compensated for vacation leave earned and unused through the date of termination or resignation.

If an employee was hired by the Village prior to January 1, 2012, and retires from Village employment, the employee shall be compensated for vacation leave earned and unused through the date of retirement.

If an employee was hired by the Village on or after January 1, 2012, and retires from Village employment, the employee is not eligible for a “cash-out” of accrued vacation time upon retirement from Village employment. An employee hired by the Village on or after January 1, 2012 shall be required to and shall have the right to exhaust all vacation leave prior to retirement.

Annual vacation leave entitlements at time of separation or resignation shall be prorated based on the number of full months worked by the employee in the current calendar year. Vacation leave taken in excess of that earned will be deducted from the employee’s final paycheck, subject to the provisions of the Illinois Wage Payment and Collection Act. In the event of separation due to death of the employee, compensation normally will be made to the employee’s beneficiary or estate as provided by law.

14.05 - Holidays Occurring During Vacation Period

Any official holiday (which is observed by the Village) as set forth in these rules which may occur during an employee's scheduled vacation period, shall not be counted as a day of vacation.

14.06 - Vacation Leave for Part-Time, Seasonal, and Temporary Employees

Regular part-time employees who are required to maintain regularly scheduled hours of work shall earn annual vacation leave based on the following schedule.

- 1st - 5th full calendar year of service = 1 week of vacation. (i.e., 5 work days)
- 6th - 10th full calendar year of service = 1 week and 2 days of vacation.
- 11th - 14th full calendar year of service = 1 week and 3 days of vacation.
- 15+ full calendar year of service = 1 week and 4 days of vacation.

Seasonal and Temporary employees shall earn no more than one day of vacation leave during any calendar year (January 1 – December 31) worked. This vacation day cannot be carried over into a subsequent calendar year.

For the purpose of administering this policy, a week is based on an amount equal to the average number of budgeted hours worked by the employee in a week. A day is based on an amount equal to the average number of budgeted hours worked by the employee in a day.

Example: A regular part-time employee with sixteen (16) full calendar years of service who is scheduled to work three (3) eight (8) hour days per week (twenty-four (24) hours), will receive one (1) week (twenty-four (24) hours) and four (4) days (nineteen (19) hours) of vacation, for a total of forty-three (43) hours of vacation a year which can be taken during the calendar year.

Regular part-time employees who are subsequently appointed to full-time positions within the Village will receive vacation leave credit according to the schedule outlined in Section 12.01(A). Calendar years of service are calculated starting from when the employee was appointed as a regular part-time employee with the Village.

Employees who retire from full-time employment with the Village and subsequently become regular part-time employees will not be credited with the years spent as full-time employees for the purpose of this policy, as previously illustrated in this section.

14.07 - Compensation in Lieu of Vacation Leave

Based on the availability of funds and at the sole discretion of the Village Manager (or designee), Full-time employees, hired prior to January 1, 2012, may be eligible to receive, as an option, compensation in lieu of earned vacation leave based upon the following parameters:

1. Full-time employees eligible will be those with fifteen (15) or more full calendar years of service and would therefore earn twenty (20) or more days of vacation leave.

2. The maximum amount of vacation leave that could be converted into compensation would be equal to fifty percent (50%) of the earned vacation leave based upon years of service as noted in Section 12.01, Amount.
3. Compensation paid would be at the regular employee's hourly rate of pay at time of conversion.
4. In order to qualify, vacation leave must have been taken during the calendar year. The amount of vacation leave that can be converted will be equal to the amount of vacation leave taken.

Example: If a full-time employee is eligible for twenty (20) days of vacation leave but only takes six (6) days leave in the calendar year, the employee will only be able to convert six (6) days of unused vacation.

5. Conversion of vacation leave will be in lieu of the ability to carryover vacation except for any balance unused after conversion.

Example: In above example, employee was eligible for twenty (20) days of vacation leave, took six (6) days and converted six (6) days. With the permission of his department/division direction, employee may only carryover eight (8) days into next year.

6. If an employee elects to carryover any unused vacation into the next calendar year that election cannot be reversed so as to convert the time back to compensation in future years.

Example: In that the program is optional, an employee may elect to, with Village Manager or designee approval, carryover forty (40) hours of unused vacation into the next calendar year as permitted in Section 12.02, Accrual. If an employee with twenty (20) days' vacation leave takes ten (10) days and opts to carryover ten (10) days, that decision is irrevocable; the employee cannot then decide to convert the unused time back into paid compensation. If the time is not used, it will be lost.

7. Conversion of vacation leave will only be for current year credit. Conversion will not be allowed for any unused prior year carryover vacation leave.
8. Employees covered by a collective bargaining agreement should consult that document for vacation benefits as this Policy is inapplicable to those employees.

Note: Like all benefit programs, this policy is subject to revision from time to time to meet our business demands and the needs of our residents.

15.00 – Sick Leave

15.01 - Amount

15.02 - When Taken

15.03 - Accrued Sick Leave

15.04 - Medical Certificate

15.05 - Temporary Light Duty

Employees governed by a collective bargaining agreement shall follow the terms and conditions set forth within the collective bargaining agreement in lieu of this Policy.

15.01 - Amount

Each eligible full-time employee in the municipal service shall earn up to ten (10) days of sick leave with pay credit during each calendar year. Sworn fire personnel assigned to shift duty shall earn up to five (5) shifts of sick leave with pay credit during each calendar year.

In the first calendar year of employment, full-time employees shall accrue sick leave at the rate of five sixths ($\frac{5}{6}$) of a day for each full month of employment. Sworn fire personnel assigned to shift duty shall accrue sick leave according to the following schedule: after two (2) months of service, one (1) shift; after four (4) months, two (2) shifts; after six (6) months, three (3) shifts; after nine (9) months, four (4) shifts; after twelve (12) months, five (5) shifts up to a maximum of five (5) shifts per year.

Sick leave shall be credited in advance to the employee at the beginning of each calendar year, effective with the second (2nd) calendar year of employment.

Sick leave shall not be accrued or earned while on leave of absence without pay (regardless of the reason).

15.02 - When Taken

Sick leave with pay will be granted for absence from duty because of actual non-work related personal illness, birth of the employee's child, disability, bodily injury or disease, exposure to contagious disease, to care for an ill or injured member of the employee's family when the employee's presence is required, or to keep a doctor's or dentist's appointment, which cannot be scheduled outside of the employee's working hours. Additional conditions and further discussion about the use of sick leave can be found in Section 13.06 of this Manual under the Village's Family and Medical Leave policy.

Sick leave shall not be granted in cases where regular or disability retirement has been approved, or for absence due to injuries resulting from employment in a position other than that held in the municipal service. Employees injured or sustaining a serious health condition in the course of other employment may be eligible for leave of absence without pay. Any time off under this policy that also is governed by Section 13.06 shall run concurrently.

When an employee finds it necessary to be absent for any of the reasons specified herein, he/she shall report the facts to his/her Supervisor. An employee whose work requires a substitute for a particular shift assignment is required to give such notification at least one (1) full hour in advance of his/her scheduled starting time. All other employees shall notify their Supervisor within at least thirty (30) minutes prior to their scheduled work day or duty tour. Exceptions only if approved by the FMLA or as an approved accommodation under the ADA for disabled employees.

An employee is responsible for making a daily report thereafter for the duration of the illness, injury, or disability, except as provided otherwise under the Village's Family and Medical Leave Act ("FMLA") policy. A medical certificate may be required by the Department Director for any absence and upon return to work. Additionally, the Village reserves the right to seek a second opinion at the Village's expense to determine whether there is a medical need for the employee to be away from work.

Unless prohibited by law, an employee's failure to comply with the provisions of this chapter and/or any misrepresentation or omission relative to the use of sick leave shall result in a denial of sick leave and may result in disciplinary action up to and including dismissal (no matter when discovered). Three (3) consecutive days absence without notice or approval may result in dismissal, as permitted by law.

15.03 - Accrued Sick Leave

Regular employees may accrue sick leave up to a maximum "cap" of two thousand eighty (2,080) hours. Sworn fire personnel assigned to shift duty may accumulate sick leave to a maximum "cap" of one hundred thirty (130) shifts.

Retiring employees are eligible to participate in an employer sponsored Retiree Health Savings ("RHS") Plan in accordance with the terms and eligibility requirements of the RHS Plan. Eligible employees may apply their accrued sick leave based on the following table:

<u>Years of Service and Age at Retirement</u>	<u>Percent of 2, 080 Hours</u>
20 years of service and 41 years of age at retirement	27.5%
20 years of service and 42 years of age at retirement	30.0%
20 years of service and 43 years of age at retirement	32.5%
20 years of service and 44 years of age at retirement	35.0%
20 years of service and 45 years of age at retirement	37.5%
20 years of service and 46 years of age at retirement	40.0%
20 years of service and 47 years of age at retirement	42.5%
20 years of service and 48 years of age at retirement	45.0%
20 years of service and 49 years of age at retirement	47.5%
20 years of service and 50-54 years of age at retirement	50.0%
21 years of service and 50-54 years of age at retirement	55.0%
22 years of service and 50-54 years of age at retirement	60.0%

23 years of service and 50-54 years of age at retirement	65.0%
24 years of service and 50-54 years of age at retirement	70.0%
25 years of service and 50-54 years of age at retirement	75.0%
26 years of service and 50-54 years of age at retirement	80.0%
27 years of service and 50-54 years of age at retirement	85.0%
28 years of service and 50-54 years of age at retirement	90.0%
29 years of service and 50-54 years of age at retirement	95.0%
30 years of service or 55+ years of age at retirement	100.0%

The RHS Plan will be administered by the MissionSquare Retirement Corporation and will allow employees to accumulate assets in order to pay medical and other eligible expenses in retirement. The legal basis for an RHS Plan is currently based on Private Letter Rulings issued by the Internal Revenue Service which allow employers such as the Village to establish such plans. The provisions of this Plan will be governed by documents executed by both the Village and MissionSquare Retirement Corporation. The documents collectively comprise the Retiree Health Savings Plan. By Internal Revenue Service Code, the Village has established separate Plans for the members of the Fire Union and for all other full-time Village employees.

At a minimum, the Village will apply the value of accrued sick leave (Deposit Value) into an employee's RHS Plan account at retirement. Employees must apply the entire value of accrued sick leave to their Plan account based on the following formula: Deposit Value= Number of sick leave hours (shifts) x hourly dollar value.

The dollar value shall be equal to the lowest hourly rate (which includes Performance Bonus) paid to all Village employees eligible to participate in the Plan as of January 1st for the calendar year in which the employee retires. The hourly rate will be applicable only for the year so calculated. The hourly rate value shall be disclosed to all Village employees after it is calculated for the current year.

On an annual basis (January 1 through December 31), employees will be able to convert up to two (2) eight (8) hour days of unused sick time for deposit into their Plan account; providing that they have completed the last calendar year of work without using any sick leave. On an annual basis, employees will be able to convert up to one (1) eight (8) hour day of unused sick time for deposit into their Plan account; providing that they have completed the last calendar year of work without using more than one (1) eight (8) hour day of sick leave.

Days converted for deposit into the Plan account are subtracted from the employee's accrued sick leave balance. Conversion of the unused sick day shall not be into vacation leave or paid directly to the employee. The value of the conversion shall be equal to the employee's daily wage and not limited to the wage assigned to the retirement funding value calculated above.

Employees who leave the employment with the Village due to disability or death will receive the value of their accrued sick leave under this plan as part of the RHS benefit. The RHS Plan and the applicable details are subject to review and potential for change on an annual basis. In all cases, the terms of the then-applicable Plan documents will govern this benefit program in the event of a conflict with the provisions of this Manual.

Note: Like all benefit programs, this policy is subject to revision from time to time to meet our business demands and the needs of our residents.

15.04 - Medical Certificate

A medical certificate when required by a Department Director or Division Director shall consist of a written statement by a qualified physician indicating (if requested and consistent with job requirements):

1. The employee has been examined by the physician during the period of absence;
2. The symptoms observed or measured by the physician;
3. The stated diagnosis and medication and/or treatment prescribed;
4. The dates on which the employee is expected to be physically incapacitated from work; and
5. Any requests for a reasonable accommodation that may be available to assist the employee in returning to work (if applicable).

15.05 - Temporary Light Duty

A full-time employee who is eligible for sick leave or occupational injury leave may be required to and/or may volunteer to return to work for an available temporary light duty assignment if it exists and provided the Village has a business need for the work to be performed at the time. The need and appropriateness of a light duty work assignment shall be determined by the Department Director in consultation with the employee and the employee's physician. An employee on light duty may be assigned to work in any Village department.

A light duty assignment generally shall not exceed sixty (60) calendar days and may be terminated by the Village prior to that time limit; unless mutually agreed upon advice of the employee's physician and a Village assigned and paid physician, in consultation with the Department Director. Temporary light duty may be extended by the Department Director.

Nothing herein shall be construed to require the Village to create or maintain a light duty assignment for an employee. Employees will only be assigned light duty assignments when the Village determines that the need exists and only as long as such need exists.

Chapter 16.00 – FMLA Leave of Absence

16.01 - Policy Summary

16.01 - Policy Summary

Employees that have been employed by the Village of Buffalo Grove (“Village”) for at least twelve (12) months (with no break in service of seven (7) or more years except if related to USERRA covered military obligations) and have worked at least 1,250 hours during the 12-month period preceding the start of the leave (which includes all periods of absence from work due to or necessitated by USERRA-covered service), are eligible for up to a total of twelve (12) workweeks of unpaid leave during any rolling twelve (12) month period for one or more of the following reasons:

1. Because of the birth of the employees child and in order to care for such child (within twelve (12) months after the birth of the child);
2. Because of the placement of a child with the employee for adoption or foster care (within twelve (12) months of the placement of the child);
3. In order to care for the employees spouse, child, or parents if they have a “serious health condition;”
4. Because of a “serious health condition” that makes the employee unable to perform the functions of their job; or
5. Because of any “qualifying exigency” (as defined by the Secretary of Labor) arising out of the fact that the employees spouse, child, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces, National Guard or Reserves in support of a contingency operation.

Serious Health Condition

For purposes of this policy, “serious health condition” means an illness, injury, impairment or physical or mental condition that involves one of the following:

1. Hospital Care. Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity relating to the same condition;
2. Absence Plus Treatment. A period of incapacity of more than three full consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either: treatment two (2) or more times (within that same period of incapacity and provided the first visit takes place within seven (7) days of the first day of incapacity) by a health

care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or (2) treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the health care provider (first visit to health care provider must take place within seven (7) days of the first day of incapacity);

3. Pregnancy. Any period of incapacity due to pregnancy, or for prenatal care;
4. Chronic Conditions Requiring Treatment. A chronic condition which: requires at least two (2) periodic visits for treatment per year by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; which condition continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;
5. Permanent/Long-term Conditions Requiring Supervision. A period of incapacity which is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
6. Multiple Treatments (non-chronic conditions). Any period of incapacity to receive multiple treatment (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) full consecutive calendar days in the absence of medical intervention or treatment.

Qualifying Exigency Leave

An eligible employee (as defined above), is entitled to take up to twelve (12) weeks of unpaid FMLA leave for any qualifying exigency arising out of the fact that a military member is on covered active duty or called to covered active duty status. The leave described in this paragraph is available during a single twelve (12)-month rolling period, and may be taken on an intermittent or reduced leave schedule basis. Employees will be required to provide a copy of the military member's active duty orders or other documentation issued by the military that indicates that the military member is on covered active duty or call to covered active duty status in support of a contingency operation and the dates of the military member's covered active duty service. Employees may take all twelve (12) weeks of his/her FMLA leave entitlement as qualifying exigency leave or the employee may take a combination of twelve (12) weeks of leave for both qualifying exigency leave and leave for a serious health condition (as defined above).

With respect to a Qualifying Exigency Leave:

1. A "military member" means the employee's spouse, son, daughter, son, or parent who is on covered active duty or called to covered active duty status.
2. A "qualifying exigency" includes the following broad categories:
 - a. short notice deployment;
 - b. military events and related activities;
 - c. childcare and school activities;

- d. parental care;
 - e. financial and legal arrangements;
 - f. counseling;
 - g. rest and recuperation;
 - h. post deployment activities, including reintegration activities, for a period of ninety (90) days following the termination of active duty status; and,
 - i. additional categories that are agreed to by the employer and employee within this phrase.
3. The phrase “son or daughter” is defined as the employee’s biological, adopted, or foster child, stepchild, legal ward, or child for whom the employee stood in loco parentis, who is on active duty or called to active duty status who is of any age. (Note: This definition is different from other sections of this FMLA policy). If the exigency leave is to arrange for childcare or school activities of a military member’s child, the military member must be the spouse, son, daughter or parent of the employee requesting the leave.
 4. A “parent” means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when he/she was a son or daughter but it does not include “parents in law”.
 5. Parental care – eligible employees may take leave to care for a military member’s parent who is incapable of self-care when the care is necessitated by the military member’s covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.
 6. Rest and Recuperation – eligible employees may take up to fifteen days to spend time with a military member on Rest and Recuperation leave, limited to the actual leave time granted to the military member and supported by the Rest and Recuperation leave orders or other appropriate documentation issued by the military setting forth the dates of the leave.

Military Caregiver Leave

Employees that have been employed by the Village for at least twelve (12) months and have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12)-month period preceding the start of the leave, and are a spouse, child (of any age for military caregiver leave), parent or next of kin of a Covered Service member, as defined below, are entitled to a total of twenty-six (26) workweeks of unpaid leave during a rolling twelve (12)-month period to care for the Covered Service member. The leave described in this paragraph shall only be available during a single twelve (12)-month period beginning as of the date the leave commences and ending twelve (12) months after that date (and any unused amounts are forfeited).

Military Caregiver Leave may be permitted more than once if necessary to care for a different Covered Service member (or the same Service member with multiple injuries or illnesses) up to a combined total of twenty six (26) workweeks in a rolling twelve (12) month period. Nothing in this paragraph shall be construed to limit the availability of leave under paragraphs 1a. through 1e. during any other 12-month period and this twenty six (26) week period of Military Caregiver Leave is in addition to other types of approved FMLA leave. However, an employee’s total available leave time in any rolling twelve

(12)-month period may not exceed a combined total of twenty-six (26) workweeks (including FMLA time off taken for any other reason). Employees will be required to timely submit the completed paperwork provided to them and available from the Village's Human Resources Director as a condition of receiving approved Military Caregiver Leave.

With respect to Military Caregiver FMLA Leave:

1. A "Covered Service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy from an injury or illness occurring in the line of covered active duty and/or during covered active duty, who is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, and who was discharged or released under conditions other than dishonorable.¹
2. "Outpatient status" means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
3. "Next of kin" means the nearest blood relative of that individual (regardless of age). An employee is required to provide confirmation of the relationship upon request. The Service member may designate the blood relative who is considered his/her next of kin; otherwise, the following order generally will apply: blood relatives granted custody by law, brother/sister, grandparents, aunts/uncles, and then first cousins.
4. "Serious injury or illness" for a Current Servicemember means an injury or illness incurred by the Service member in the line of duty on active duty in the Armed Forces that may render the Service member medically unfit to perform the duties of the member's office, grade, rank or rating.
5. "Serious injury or illness" for a Covered Veteran means an injury or illness that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran, and is:
 - a. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; OR
 - b. A physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of fifty percent (50%) or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; OR
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; OR
 - d. An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Spouses Employed by the Village

If an employee's spouse also works for the Village and both become eligible for a leave under paragraphs 1a. or 1b. above, or for the care of a sick parent under paragraph 1c. above, the two employees together will be limited to a combined total of twelve (12) workweeks of leave in any rolling twelve (12)-month period. In addition, if an employee and their spouse both become eligible for a leave under the Service member Family Leave provision above or under a combination of the Service member Family Leave provision and paragraphs 1a. through 1e. above, the two employees together will be limited to a combined total of twenty-six (26) workweeks of leave in any rolling twelve (12)-month period, but if the leave taken by the employee and their spouse includes leave described in paragraphs 1a. through 1e. above, that leave shall be limited to a combined total of twelve (12) workweeks of leave in any rolling twelve (12)-month period.

Medical Certification. Any request for a leave under paragraphs 1c., 1d. or under the Service member Family Leave provision above must be supported by certification issued by the applicable health care provider. Employees are required to submit this information on the forms provided to them and available from the Director of Human Resources.

Employees will be required to submit a new medical certification form for each leave year for a medical condition(s) that last longer than one year. Additionally, employees are required to submit a recertification of an ongoing condition every six (6) months in connection with an absence where the duration of the condition is described as "lifetime" or "unknown".

At its discretion, the Village may require a second medical opinion and periodic recertification to support the continuation of a leave. If the 1st and 2nd opinions differ, a 3rd opinion can be obtained from a health care provider jointly approved by both the employee and the Village (unless the employee accepts the second opinion as determinative). A second medical opinion generally will not be requested for Military Caregiver Leave, but may be requested if the Certification is completed by a health care provider who is not affiliated with the DOD, VA OR TRICARE.

Intermittent Leave

If certified as medically necessary for the serious health condition of either the employee or their spouse, child or parent (Paragraphs 1c and 1d, above), or to care for a Covered Service member if they are a spouse, child, parent or next of kin to the Covered Service member (Paragraph 3, above), leave may be taken on an intermittent or reduced leave schedule. Intermittent leave also may be taken if employees qualify for leave because of a qualifying exigency as described in Paragraph 1e, above, subject to the submission of a certification prescribed by the Secretary of Labor. If leave is requested on an intermittent basis, however, the Village may require that the employee transfer temporarily to an alternative position which better accommodates recurring periods of absence or to a part-time schedule, provided that the position offers equivalent pay and benefits.

Light Duty Work Assignments

While voluntarily performing in a light duty capacity while on FMLA leave, that time does not count against an employee's twelve (12) week FMLA allotment. In effect, an employee's right to restoration is held in abeyance during the period of time that they are performing in a light duty capacity (or until the end of the applicable twelve (12) month FMLA leave year if longer).

Notification and Reporting Requirements

All requests for leaves of absence must be submitted to an employee's Supervisor or the Director of Human Resources at least thirty (30) days in advance of the start of the leave, except when the leave is due to an emergency or is otherwise not foreseeable. If the leave is not foreseeable, the employee must provide notice as soon as "practicable," which generally means either the same day or the next business day that an employee learns of the need for leave, in the absence of any unusual circumstances. A delay in submitting an FMLA leave request may result in a loss of FMLA protections and/or a delay of the start of the leave. The employee's Supervisor will forward the request to the Director of Human Resources for approval.

An employee must respond to the Village's questions relative to their leave request so that the Village can determine if the leave qualifies for FMLA protection; failure to do so may result in loss or delay of FMLA protections. If an employee is seeking leave due to an FMLA-qualifying reason for which the Village has previously granted them FMLA-protected leave, the employee must specifically reference the qualifying reason or need for FMLA leave at the time of their request to be away from work. It is not sufficient for an employee to simply "call in sick" without providing additional information which would reasonably cause the Village to believe that their absence/time away from work may qualify as an FMLA qualifying event. In all cases in which an employee is seeking leave under this policy, they shall provide such notice to the Village consistent with the Village's established call-in procedures so long as no unusual circumstances prevent them from doing so. Failure to comply with the call-in procedures may result in a delay or denial of FMLA protected leave.

An employee must make an effort to schedule a leave so as not to disrupt business operations. During the leave, an employee may be required to report periodically on their status and their intention to return to work. Any extension of time for an employee's leave of absence must be requested in writing prior to their scheduled date of return to work, together with written documentation to support the extension. An employee's failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered to be a resignation of employment effective as of the last date of the approved leave. Employees on leaves for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. An employee's maximum time on a leave of absence, all types combined, and including all extensions, cannot exceed a total of twelve (12) weeks in a rolling twelve month period, unless the employee is a spouse, child, parent, or next of kin on leave to care for a Covered Service member, in which case the leave may last for up to twenty-six (26) workweeks in a rolling twelve (12) month period.

An Employee shall not be granted a leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including discharge.

A leave of absence will not affect the continuity of an employee's employment. An employee's original date of employment remains the same for seniority purposes. However, the employee may not accrue any benefits during the period that they are on a leave.

Employee Benefits During Family and Medical Leave of Absence

Employees will be permitted to maintain health and dental insurance coverage for the duration of the leave under the same conditions coverage would have been provided if they had remained actively at work. However, the employee must make arrangements for the continuation of and payment of insurance premiums before they go on leave status. If an employee does not return to work after the leave, or if they fail to pay their portion of the premiums, they will be required, under certain circumstances, to reimburse the Village for the costs and expenses associated with insuring them during the leave.

Return From a Family and Medical Leave

If an employee returns from leave on or before being absent for twelve (12) workweeks in a rolling twelve (12) month period or twenty-six (26) workweeks if they took a leave under the Service member Family Leave provision, they will be restored to the same or to an equivalent position to the one they held when the leave started. Of course, employees have no greater right to reinstatement or to other benefits and conditions of employment than if they had been continuously employed during the FMLA leave period. In determining whether a position is “equivalent” the Village will look at whether the position had substantially similar terms and conditions of employment and whether the position entails similar duties, skills, efforts, responsibilities, authority, privileges and status. The alternative position should be at the same worksite or a nearby worksite with a similar work schedule. However, the employee does not need to be reinstated in a position with the same job title or in the same physical office or cubicle as the prior position.

If the leave was due to an employee’s own serious health condition, they will be required to submit a fitness-for-duty certification from their health care provider in accordance with the Village’s normal policies and practices applicable to other leaves of absence, certifying that the employee is able to resume work and perform the essential functions of the job (either with or without a reasonable accommodation). A list of the essential job functions will be made available to the employee for compliance with this requirement. If a reasonable job safety concern exists, the employee may also be required to provide a fitness for duty certification up to once every thirty (30) days before returning from an intermittent or reduced schedule FMLA leave related to the employees own serious health condition. Generally, a returning employee will be permitted to return to work within two (2) business days of the Village’s receipt of a valid fitness for duty release.

If an employee fails to return to work at the expiration of their approved Family and Medical Leave, it will be considered to be a resignation of their employment with the Village. Likewise, an employee on FMLA leave who provides notice of their intent not to return to work upon expiration of a leave will lose their entitlement to FMLA leave and related benefits.

Key Employees

Certain highly compensated key employees may be denied reinstatement when necessary to prevent “substantial and grievous economic injury” to the Village’s operations. A “key” employee is a salaried Employee who is among the highest paid ten percent (10%) of Employees of the Village. Employees will be notified of their status as a key employee, when applicable, after they request a Family and Medical Leave.

Coordination with Other Policies

An employee must substitute any accrued paid vacation days, personal time, and sick days (if they otherwise qualify) for unpaid leave under this policy, and any such paid time off must be taken concurrently with the employees Family and Medical Leave. If an employee otherwise qualifies for disability pay, they will collect it at the same time that they are on unpaid Family and Medical Leave. The Village and employee MAY agree, where state law permits, to supplement the disability plan benefits with paid leave. For example: where a disability pay plan only provides for a portion of the income replacement, the remaining unpaid portion of the leave may be charged against any earned time off benefits of the employee.

Further, if an employee otherwise qualifies for any other type of leave of absence, they must take that leave at the same time as they are taking their Family and Medical Leave. All time missed from work that qualifies for both Family and Medical Leave, and for workers' compensation, will be counted toward the employees Family and Medical Leave. To receive any type of paid time off benefit while on FMLA leave, an employee is required to meet the Village's conditions for taking the paid leave (although the Village may in its discretion waive any procedural requirement for the paid leave in appropriate circumstances).

As used in this Policy, the word "spouse" includes those employees who are in a Civil Union recognized by Illinois law.

Anti-Retaliation Provisions

No retaliation will be taken or tolerated against any employee who exercises his/her rights under the Village's FMLA policy. If an employee feels that they have been the victim of any discrimination or retaliation under this Policy, they are encouraged to contact the Village's Director of Human Resources at (847) 459-2549 so that the matter can be promptly investigated and remedied as appropriate.

Chapter 17.00 – Special Leave

- 17.01 - Approval Authority
- 17.02 - Bereavement Leave
- 17.03 - Family Bereavement Leave
- 17.04 - VESSA Leave
- 17.05 - School Visitation Leave
- 17.06 - Court Leave
- 17.07 - Voting Leave
- 17.08 - Military Leave
- 17.09 - Military Training Leave of Absence
- 17.10 - Family Military Leave of Absence
- 17.11 - Leave of Absence Without Pay
- 17.12 - Occupational Injury Leave
- 17.13 - Absence Without Leave

17.01 - Approval Authority

A Department Director may approve requests for special leave as defined hereinafter in accordance with procedures established by the Village Manager (or designee). Unless otherwise provided in this Chapter, employees with six (6) months or less of service generally may apply for special leave without pay. Employees with more than six (6) months of service may apply for special leave with pay. Exceptions will be considered only on a case-by-case basis for employees with disabilities.

17.02 - Bereavement Leave

Bereavement leave may be granted for a maximum of three (3) working days to all full-time and part-time employees and for a maximum of one (1) twenty four (24) hour shift to sworn fire personnel assigned to shift duty, in the event of a death in the employee's "immediate family." In extenuating circumstances, the Village Manager (or designee) may approve leave in case of death of others not covered by the definition of "immediate family" on a paid basis. For purposes of this policy, the phrase "immediate family" is defined at Section 2.39 above.

When a death occurs in the immediate family of an employee, the individual department may send flowers, or make a contribution in lieu of flowers, in the name of the Village of Buffalo Grove. Any additional flowers or contributions from the Department or from individuals will be done on the basis of individual contributions and not from budgeted funds.

17.03 - Family Bereavement Leave

If an employee is eligible for leave under the Family and Medical Leave Act ("FMLA") and suffers the death of a child, in addition to the three (3) paid days of bereavement leave, the employee will be eligible to take an additional seven (7) days of additional unpaid bereavement time off work. This family bereavement leave may be used within sixty (60) days following the death of the employee's child to: (1) attend the funeral or alternative to a funeral of a child; (2) make arrangements necessitated by the death

of the child; or (3) grieve the death of a child. Employees may be entitled to up to 6 weeks of bereavement time in the event of the death of more than one child during any twelve-month period. Child Bereavement Leave may not be taken in addition to unpaid leave permitted under the FMLA and may not exceed unpaid leave time allowed under the FMLA. Employees taking unpaid leave due to the death of a child are permitted to take any accrued paid leave concurrently but will not be required to do so.

Unpaid bereavement leave of up to ten (10) working days may be taken to: 1) attend the funeral or alternative to a funeral of a covered family member; 2) make arrangements necessitated by the death of a the covered family member; 3) grieve the death of the covered family member; or 4) be absent from work due to: a) a miscarriage; b) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; c) a failed adoption match or an adoption that is not finalized because it is contested by another party; d) a failed surrogacy agreement; e) a diagnosis that negatively impacts pregnancy or fertility; or f) a stillbirth. "Covered family member" means an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. The unpaid bereavement leave must be completed within sixty (60) days after the date on which the employee receives notice of the death of the covered family member or the date on which an event listed within this policy. An employee who wants to take unpaid bereavement leave must provide their supervisor (or designee) and Human Resources with at least forty-eight (48) hours' advance notice of the employee's intention to take bereavement leave, unless providing such notice is not reasonable and practicable.

An employee who wants to take unpaid bereavement leave must provide reasonable documentation which may include a published obituary or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. For leave resulting from an event listed under paragraph 4, reasonable documentation includes a form (available on the Illinois Department of Labor website) to be filled out by a health care practitioner who has treated the employee or the employee's spouse or domestic partner, or surrogate, for an event listed under paragraph 4, or documentation from the adoption or surrogacy organization that the employee worked with related to an event the employee or the employee's spouse or domestic partner has experienced an event listed under paragraph 4. An employee requesting such leave is not required to identify which category of event the leave pertains to as a condition of receiving unpaid bereavement leave.

An employee who has more than one covered family member die in a 12-month period is entitled to up to a total of six (6) weeks of unpaid bereavement during the 12-month period.

17.04 - VESSA Leave

Under the Illinois Victims' Economic Security and Safety Act (VESSA), employees may take up to a total of 12 workweeks of unpaid leave from work during any rolling 12 month period in order to address matters involving domestic or sexual violence as provided for under Illinois law.

Eligibility

Generally, to be eligible for VESSA leave, employees must either be a victim of domestic or sexual violence (as defined in the law) or a family or household member of such a victim. Leave may be taken for the following reasons:

1. To seek medical attention or treatment;
2. To seek psychological or other counseling;
3. To obtain victim services;
4. To participate in safety planning or relocation for safety reasons;
5. To seek legal assistance; and/or
6. To participate in a related court proceeding.

Leave Time

If employees need to take a leave of absence under VESSA or require a reasonable accommodation, they should speak with their Supervisor so that the Village can discuss the employee's request and how the Village can best schedule the employee's work. If employees are applying for VESSA leave for a condition that also qualifies for FMLA leave, the leave time will also count as FMLA leave and will run concurrently with FMLA leave. If employees are entitled to take paid or unpaid leave other than FMLA leave, they may choose to use any period of that paid or unpaid leave while taking VESSA leave, but will not be required to do so. VESSA leave may be taken intermittently or on a reduced work schedule.

Notice Required

Employees must provide their Supervisor with advance notice (at least 48 hours) of their intention to take VESSA leave if they have advance notice of the need for the time off. If such notice is not possible, employees must notify management as soon as is practicable.

Certification Required

If employees are eligible for VESSA leave and seek to use it, they must provide their Supervisor with certification (a sworn statement) that: (a) states that the employee or their family member is a victim of domestic or sexual violence; and, (b) includes the employee's reason(s) for taking the leave. In addition to the sworn statement, employees also must provide corroborating information to support the need for their leave, such as documentation prepared by a victim services organization, attorney, clergy member, medical or other professionals who provided assistance to the victim; police or court records; or other corroborating evidence. The supporting documentation may be submitted as it becomes available. Certification must be provided within a reasonable time (generally no later than 18 days) following the request by a supervisor, manager or Human Resources representative. In addition, while on leave, employees may be required to report periodically on their status and intention to return to work.

Employment and Benefits

Time off that is approved under this policy is unpaid, and the time spent on VESSA leave will not be considered or counted as “time worked” for the purposes of accruing or earning employment benefits. However, employees will be permitted to maintain health insurance coverage for the duration of the leave under the same conditions coverage would have been provided had they remained actively at work. If employees fail to return from VESSA leave, for reasons other than the continuation or recurrence of domestic or sexual violence (or other circumstances beyond your control), they are required to repay the premiums that the Village paid on their behalf while the employees were on leave.

Upon employees’ return from VESSA leave, they are generally entitled to restoration to their position of employment or to a substantially equivalent position with substantially equivalent employment benefits, pay, and other terms and conditions of employment. However, please understand that employees will not have any greater rights to their position than if they had been continuously working and not on VESSA Leave.

If employees claim they are unable to return to work because of the continuation, recurrence or onset of domestic or sexual violence or other circumstances beyond their control, they may be required to provide certification (a sworn statement and proper documentation) that they are unable to return to work because of that reason.

Confidentiality

All information that employees provide to the Village under the notice and certification requirements in this policy, as well as the fact that they have requested or obtained leave, will be retained by the Village in the strictest confidence, except to the extent that disclosure is requested or consented to by you in writing, or otherwise required by law.

17.05 - School Visitation Leave

An employee who works in Illinois, who has been employed by the Village for at least six consecutive months and works at least 20 hours per week, may take a total of eight hours of unpaid leave during any school year to attend school conferences and classroom activities of his or her children, if the conference or activity cannot be scheduled during non-working hours. No

more than four hours of leave may be taken in any one day. Employees must exhaust all available paid time off and other available leave (except sick and disability leave) for school visitation before being eligible for unpaid school visitation leave. Before arranging attendance at the conference or activity, an employee must provide the Village with a written request for leave at least seven days in advance of the time it will be taken; however, in emergencies, no more than 24 hours’ notice is required. Employees must consult with their supervisors to schedule the leave so as not to unduly disrupt the Village’s operations. The employee will not be required to make the time up, but it can be agreed upon to do so. As a condition of being granted school visitation leave, employees must provide a verification statement (in accordance with and as defined by applicable Illinois law) from the school within two working days of the school visitation, if requested by the Village.

17.06 - Court Leave

Our nation's judicial system, predicated on judgment by our peers, requires citizens to serve on a jury, grand jury or to be subpoenaed as a witness for a trial or deposition.

Employees may be required to serve on a jury, testify as a witness at the request of the Village, or testify under a summons or a subpoena in their capacity as Village employees.

A full-time employee subpoenaed as a witness in a civil or criminal case (where the employee is not a party), or selected to serve on a jury may be granted paid leave during his/her absence; provided, however, that he/she provides the Department Director with a certificate evidencing that he/she appeared and served as a juror or submit a copy of his subpoena if a witness and shall remit to the Village any juror or witness fees in order to receive pay for such jury service and related travel expenses. All payments provided by a court or party for jury or witness service shall be turned over to the employee's Department Director within two (2) weeks of returning from the leave. The payment shall be transmitted to the Director of Finance for deposit. An employee may not be paid for any such hours if the employee's request for time off relates to any case in which the employee is a party. Once, the employee's testimony is complete, he/she shall return to work for the remainder of his/her work shift unless otherwise instructed by the Department Director or his/her designee.

Employees absent due to personal legal matters (including any case or claim against the Village) or who are required to testify as witnesses in matters unrelated to their Village employment will be required to use any available personal leave accruals. Employees whose presence is required for a personal civil action, must show the immediate supervisor the legal notice of the action.

17.07 - Voting Leave

Full-time employees who live at such distances from the Village or who work such hours as to interfere with the open polling periods for voting in federal, state, or municipal elections may receive up to two (2) hours off work with pay for the purpose of voting. Requests must be submitted to Department Director at least three (3) business days prior to the election. Where practical, leave must occur during the first two (2) hours of the employee's scheduled shift. This policy will be construed pursuant to State law.

17.08 - Military Leave

Eligibility

Employees leaving the service of the Village for the express purpose of entering the active uniformed service or training of the United States armed forces or the Illinois State Militia during a national or state emergency, drafted into such service or employees subject to compulsory service who voluntarily enlist and/or as otherwise permitted by law, shall be granted a military leave of absence without pay in accordance with applicable law.

An employee returning from military leave shall be entitled to re-employment benefits in accordance with applicable law.

The Village complies with all applicable state, federal and local laws regarding military leave, benefits and reinstatement.

17.09 - Military Training Leave of Absence

The Village complies with all applicable state, federal and local laws regarding military leave, benefits, and reinstatement.

17.10 - Family Military Leave of Absence

The Illinois Family Military Leave Act provides for unpaid leave for the families of military personnel. To be eligible, an employee must work for the Village in Illinois, be the spouse or the parent of an individual called to military service of at least 30 days in length by the State of Illinois or the United States, have been employed by the Village for at least 12 months, and have been scheduled to work at least 1,250 hours during the 12-month period immediately preceding the commencement of leave.

Eligible employees will be provided with up to 30 days of protected, unpaid leave. Family Military Leave may also be taken intermittently. The Village may require certification from a proper military authority to verify employees' eligibility for family military leave.

Before taking family military leave, employees must exhaust their earned paid time off such as vacation time and personal days. The Village requires as much foreseeable notice of the leave as possible and reserve the right to schedule the leave so as not to unduly disrupt the Village's operations. If employees' leaves will extend over five (5) or more consecutive work days, the Village requires at least fourteen (14) days' notice of the intended leave.

During a Family Military Leave, employees' health, dental and life insurance benefits will continue under the same conditions that existed prior to the leave provided that the employees continue to pay their premiums on a timely basis during their leave. Employees will be restored to the position they held when the leave commenced or to a position with equivalent terms and conditions of employment.

17.11 - Leave of Absence Without Pay

Full-time employees may be granted leave of absence without pay for personal reasons when recommended by a Department Director and approved by the Village Manager (or designee) for compelling personal circumstances which are deemed reasonable by the Department Director and Village Manager (or designee). The Village Manager (or designee) shall establish the terms and conditions of such leave.

Requests for leave of absence without pay must be submitted in writing and shall specify the reasons for the requested leave. Leave may be extended beyond that originally approved, but in no event shall the original leave and any extensions exceed twelve (12) consecutive calendar months. The only exception is as required by law to reasonably accommodate an individual with a disability or handicap.

Requests for time off, including any extensions, must consider the possibility of part- time employment with the Village during the leave period.

Employees granted a leave of absence without pay may be able to maintain their medical and dental insurance coverage, via COBRA, during their leave by arranging to pay the premiums during the period of their leave. If a benefit is canceled, the rules and regulations of the carrier and any applicable laws shall apply when the employee returns and seeks such coverage.

An employee's anniversary date shall change to the date of when the employee returns from leave.

Employees requesting a leave of absence without pay must be aware that any position may be eliminated or substantially changed. Therefore, absolute assurance of reinstatement cannot be given. However, the Village will consider placing the former employee in a suitable position to be determined by the Village if a position exists for which the employee is qualified upon expiration of a scheduled and approved leave of absence.

Employees returning from a leave of absence without pay generally will return at the same rate of pay held at the time the leave commenced, including any cost of living adjustments if applicable, unless substantial change in the position or placement in another position has occurred.

Failure of an employee to report for duty within three (3) working days of the scheduled expiration of leave shall result in termination due to voluntary job abandonment.

17.12 - Occupational Injury Leave

Any employee who sustains an on the job injury or illness shall report such injury or illness, regardless of severity, to his immediate Supervisor prior to the end of their assigned work day or as soon as is practicable. The immediate Supervisor will prepare required reports of such injuries as soon as practical following notification by the injured employee (and in no event later than the end of the work shift following notification). If the immediate Supervisor is not available, employees should report their injury to the Human Resources Department. The Village will not discipline employees for reporting a workplace injury or illness. No Supervisor, Human Resources Department representative, or member of management may discourage any employee from reporting an injury or illness.

Employees injured on the job are covered by the Illinois State Workers' Compensation laws. This law provides specific benefits. Presently, it is the policy of the Village to provide compensation to an employee injured on the job which, together with workers' compensation payments, equal the full salary of the employee, until the employee becomes eligible for other disability benefits, pursuant to the Illinois Public Employees' Disability Act. If this policy/benefit changes, we will notify the employees promptly.

Supervisors shall be responsible for the investigation of accidents or injuries involving employees assigned to their work unit. Every effort shall be made to determine the causes of accidents or injuries and take preventive measures as appropriate.

Employees who are off of work due to a work related injury are prohibited from working in any other position for any other employer.

Note: Employees on leave under this Policy may not accept employment with any other employer unless the employee obtains prior written approval from management authorizing work during the specific leave period.

17.13 - Absence Without Leave

Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be made grounds for disciplinary action, up to and including dismissal by the Department Director. In the absence of such disciplinary action, any employee who is absent for three (3) or more days without authorized leave shall be deemed to have voluntarily resigned. When extenuating circumstances are found to have existed (as determined by management), leave may be granted retroactively upon recommendation by the Department Director and approval by the Village Manager (or designee) in accordance with the Village's FMLA policy only.

Chapter 18.00 – Health, Life Insurance, and Retirement Plans

18.01 - Health and Life Insurance

18.02 - Retirement Plans

18.03 - Continuation of Benefits (COBRA)

18.04 - Continuation of Benefits Upon Retirement

18.01 - Health and Life Insurance

A Standard Measurement Period (SMP) of January 1 through December 31 of each year is established by the Village as the look back period used to determine whether an employee has worked an average of at least 30 hours per week. If an employee averaged at least thirty (30) hours of work per week during the preceding SMP, that employee is considered full-time (for purposes of health insurance eligibility only) for the duration of the Village's Stability Period defined as January 1 through December 31. If an employee averaged less than thirty (30) hours of work per week during the preceding SMP, the employee is considered part-time for the duration of that same Stability Period.

If an employee's hours change such that his or her status changes from full-time to part-time or from part-time to full-time during the Village Stability Period, no changes will occur in insurance designation in either case. For example, an employee is determined to be full-time during the SMP and elects to enroll in the Village's insurance. If his or her hours drop substantially and he or she essentially becomes part-time again, he or she will remain classified as a full-time employee for the purpose of healthcare reform and may remain enrolled in insurance until the stability period has ended. After such time, he or she may be eligible for COBRA.

The Village has established an Administrative Period from November 1 through December 31 of each year during which time an employee who is deemed to have worked an average of at least thirty (30) hours per week during the preceding SMP may decide whether or not to enroll in the Village's insurance. This will provide time for the Village to administer the enrollment of such employees.

Eligible Full-time employees will be enrolled in the Village's group life, dental, and medical insurance program in accordance with the terms and details of the then-applicable plan documents. Eligible dependents (including individuals in a civil union recognized by Illinois law) will be enrolled in the Village's medical and dental insurance program.

Like all Village benefit programs, the terms and details and eligibility requirements of our insurance programs are under periodic review and may be changed for business or financial needs. Employees are encouraged to contact the Human Resources Department and/or to review the plan documents if there are questions about the benefits or eligibility requirements. In the event of a conflict between a summary in this Handbook and the plan documents, the plan documents that are then applicable will govern.

18.02 - Retirement Plans

Full-time employees, part-time employees and seasonal/temporary employees who meet established eligibility criteria, will be enrolled as a participating member of an appropriate Village retirement plan

when eligible in accordance with the remaining terms of the then applicable retirement plan. Consult the plan documents for further details.

18.03 - Continuation of Benefits (COBRA)

Under the provisions of The Consolidated Omnibus Reconciliation Act of 1986, as amended ("COBRA"), employees and/or their eligible dependents may elect to continue their group health insurance coverage if they meet applicable eligibility requirements.

The employee or dependent is responsible for notifying the Village that one of the qualifying events has occurred and the employee or dependent may be responsible for paying up to one hundred two percent (102%) of the premium as provided by law.

Generally, coverage may be continued for up to eighteen (18) months. The employee and dependent(s) have up to sixty (60) days from the date that coverage would end, due to the occurrence of one of the qualifying events mentioned above, to inform the Village that they wish to continue any of the group health benefits.

Continuation coverage may extend from eighteen (18) months to twenty nine (29) months for an individual who is disabled (as defined by the Social Security Administration) at the time of termination or based upon a reduction of hours, provided that individual has given notice of the disability within sixty (60) days of the Social Security determination and requested the extended continuation period before the end of the first eighteen (18) months.

COBRA also provides that continuation coverage will end for any of the following:

1. The cost of continued coverage is not paid on or before the date it is due; or
2. The covered person becomes eligible for Medicare; or
3. The covered person becomes covered under another health care plan; or
4. The plan terminates for all employees.

Note: This section will be construed in accordance with the applicable law.

18.04 - Continuation of Benefits Upon Retirement

Under the terms and conditions of the Illinois Pension Code, eligible retired employees and their qualified dependents may continue to participate beyond the time limit as provided under COBRA, at their own expense, in the Village's health insurance program.

Eligible dependents may maintain coverage if they continue to be eligible at the time the retiree becomes eligible for Medicare coverage.

Chapter 19.00 – Workers Compensation

- 19.01 - Reporting an On-the-Job Injury
- 19.02 - Adjudication of a Workers Compensation Claim
- 19.03 - Benefits While on a Workers' Compensation Absence
- 19.04 - Illinois Municipal Retirement Fund (IMRF) Employees
- 19.05 - Release to Return to Work

This Policy pertains to a work-related injury, illness, or death, that arise out of, and during the course and scope of, employment with the Village. Employees of the Village are entitled to specific benefits through this policy, or under the State of Illinois, "Workers' Compensation Act", "Occupational Disease Act", or "Public Employees Disability Act" ("PEDA"); whichever is applicable. All questions related to this policy should be directed to the employee's immediate supervisor or the Human Resources. A copy of the "Manual on Workers' Compensation and Occupational Diseases" is available from the Human Resources or at www.iwcc.il.gov.

19.01 - Reporting an On-the-Job Injury

If employees believe they have suffered an injury or illness related to employment with the Village, they must immediately report the injury or illness to a supervisor, or no later than the end of the business day on which the injury occurred. All injuries, including those that do not require emergency medical care must be reported. Upon being advised of an injury or illness, the employee's supervisor will complete an Illinois Industrial Commission Form 45 (also known as the Employers First Report of Injury or Illness), and a Supervisor's Accident Investigation Report (see HRM for copies of these forms). The originals of all reports along with any other related data shall be completed and forwarded to the Human Resources 48 hours of receiving notice of the incident. The Departmental Safety Committees shall review copies of the reports.

The Director or supervisor of a department shall contact the Human Resources immediately, at any time, 24 hours a day, in the event of an injury or illness, or of a death.

Upon receiving verbal notice of an injury or illness requiring emergency medical care, or death; or after receiving the completed reports of a less serious injury or illness, the Human Resources will report the claim to the Village's third-party claims administrator.

19.02 - Adjudication of a Workers Compensation Claim

The Village's third-party claims administrator will, in conjunction with Human Resources, investigate the circumstances surrounding the injury, illness, or death of an employee. In accordance with applicable Illinois law, the third-party claims administrator will determine if the employee's injury, illness, or death is compensable. If the claim for benefits is determined to be compensable, the third-party claims administrator shall distribute all appropriate benefits. If the claim is determined not to be compensable, the third-party administrator will notify the employee, or beneficiary if a death, in writing of the denial. If an employee disagrees with the determination made by the third-party claim's administrator, or for any other reason, he is entitled to file a claim for adjustment with the Illinois Industrial Commission.

19.03 - Benefits While on a Workers' Compensation Absence

In the event the third-party claims administrator determines that the injury, illness, or death is compensable, employees are entitled to, but not limited to, the following benefits.

Medical Benefits

The Village will pay all medical bills related to an employee's injury or illness that are determined to be reasonable and customary by the third-party claims administrator. Employees requiring medical treatment while on duty will be directed to the Village's occupational health provider. The name and location of the occupational health provider is posted in all Village facilities. Employees needing care will be treated and if necessary, transported to an emergency care facility. Employees receiving medical treatment must forward all medical bills to the Human Resources.

Light Duty

The Village makes efforts to return employees to work in a light duty capacity during recovery within the scope of specific work restrictions as determined by a health care provider and provided there is a business need to have the work performed. It is the responsibility of all employees to notify the treating health care providers of the Village's Light Duty Policy, as well as, notifying the Department Director and Human Resources when released for light duty work.

Injured on Duty (IOD)

Employees are entitled to receive Injured on Duty (IOD) benefits for the first three (3) days they are authorized off work by the treating health care provider due to an injury or illness. IOD benefits are paid by the Village at the employee's full rate of pay, and are not deducted from accrued sick leave, or any other accrued category of personal leave. Employees authorized off work for more than three (3) days are entitled to Temporary Total Disability (TTD) benefits. TTD benefits are paid at 66-2/3% of employee's average weekly wage. Average weekly wages are calculated on injured employee's regular wages for the 52 weeks prior to the date of injury. Employees are entitled to TTD benefits for as long as they are authorized off work due to the injury or illness, or until they have reached maximum medical improvement as determined by a health care provider.

Public Employees Disability Act (PEDA)

For the duration of 1 year, the "Public Employees Disability Act" (PEDA) entitles sworn Police and Fire personnel to compensation equal to 100% of their salary if they are off work due to a compensable injury or illness that occurred on duty. These benefits will supplement any TTD benefits received by the employee.

19.04 - Illinois Municipal Retirement Fund (IMRF) Employees

TTD payments received by an employee due an on-the-job injury or illness are not considered 'earnings' by IMRF. Such time off of work, though authorized and receiving TTD payments, does NOT count as service

time for the purpose of calculating future pension benefits. IMRF service time may be received during such periods by applying for an IMRF Disability on forms at HRM.

Employees are only entitled to lost time benefits if a health care provider authorizes time off work due to a compensable injury or illness. Upon returning to work after an injury or illness, employees will be required to use benefit time, other than workers' compensation benefits, to attend any medical appointment during scheduled hours of work. In the event that the health care provider does not have office hours after scheduled work hours, employees may be paid TTD and PEDDA (if applicable) benefits for lost time during scheduled work hours or attending a medical appointment requested by the Village.

19.05 - Release to Return to Work

Employees authorized off work or released to a light duty assignment must have a Duty Status Report completed by the treating health care provider that confirms the employee may return to work to perform their essential job functions with or without a reasonable accommodation (if medically necessary).

Chapter 20.00 – Separation from Employment

20.01 - Resignations

20.02 - Termination

20.03 - Return of Village Property

20.04 - Reduction in Force – Lay-offs

20.05 - Retirement

20.06 - Exit Interviews

20.01 - Resignations

Employees may resign from the municipal service, for any reason, by presenting their resignation in writing as contained herein. Department and Division Directors should present notice of resignation no less than four (4) weeks prior to its effective date. All other employees should present such notice of resignation no less than two (2) weeks prior to its effective date. Resignations shall be promptly forwarded to the Village Manager (or designee). A resignation once submitted is considered irrevocable and as such may only be withdrawn by the employee with the approval of the Village Manager (or designee) and Department Director due to extraordinary circumstances. If triggered by any other provision of this Manual, a resignation is effective upon the event which caused the resignation even in the absence of written notice from the employee. The Village reserves the right to escalate the effective date of a resignation in appropriate cases.

20.02 - Termination

Employees may be discharged at any time and for any reason, including for “cause” such as: due to unsatisfactory performance, violation of Village rules and regulations, inability to perform the essential functions of their position with or without a reasonable accommodation, lack of funds, curtailment of work, or any other reason deemed sufficient by the Village. Unless provided otherwise in a written collective bargaining agreement between the Village and the covered employee, all employees are employed without a specific term or duration and both the Village and the employee may end their relationship at any time and for any reason.

20.03 - Return of Village Property

Employees separating from the municipal service for any reason shall, prior to separation, return all Village owned or leased property and equipment in his/her possession and repay any outstanding debts owed to the Village (e.g. computer, tuition reimbursement, loan, etc.).

20.04 - Reduction in Force – Lay-Offs

A Department Director may separate any employee without prejudice and without prior notice because of legitimate business reasons including (without limitation) lack of funds or curtailment of work. However, no regular employee shall be laid off from any department while there are probationary, part-time, or temporary employees serving in the same or related classes of positions in that department

unless there is a business need to do so. An appointing authority may, with the approval of the Village Manager (or designee), appoint an employee who is to be laid off to any existing vacancy in a lower class for which he is qualified, assuming there is such a need. All other factors being equal, the Village shall generally lay-off employees in reverse order of their total service with the Village. The Village reserves the right to deviate from this custom when practical, economic or organizational factors prohibit such action.

20.05 - Retirement

All eligible regular employees may apply for retirement benefits at age and length of service requirements specified by the retirement plan in which they are enrolled. Applicants for retirement shall follow the procedure as set forth in Section 20.01 and must also contact the Human Resources department to complete appropriate retirement plan procedures. The terms and eligibility requirements set forth in the plan documents and any applicable law(s) will govern.

20.06 - Exit Interviews

Exit interviews may be conducted by the Village Manager (or designee), Department Director and/or Director of Human Resources. A report of the exit interview shall be placed in the employee's personnel file and normally will be reviewed with the Department Director. The employee's final paycheck, including the payment of accrued vacation time and other applicable leave time, will generally be processed for payment with the next available payroll cycle.

Chapter 21.00 – Workplace Standards of Misconduct

21.01 - Forms of Discipline

21.02 - Forms of Progressive Discipline

21.03 - Standards of Conduct

It is the duty of all employees to maintain a high standard of ethical conduct and behavior while employed by the Village. All employees are responsible for displaying proper regard for the welfare and rights of other employees, residents of the Village and the general public. Employees are obligated to comply with all federal, state, and local laws governing public employment. They must also comply with and carry out the provisions of applicable Village policies, procedures, personnel rules and regulations and department policies and procedures. Illegal activity will be reported to the Police Department of the Village of Buffalo Grove or other appropriate agencies. The reporting of illegal activity to the proper authority does not mean that the Village will forego its own investigation into the matter and issue disciplinary action as appropriate.

On occasion, the work behavior, productivity, or personal conduct of employees may fail to meet acceptable standards of performance. Supervisors are responsible to bring such situations to the attention of the employee in a timely manner with the goal of correcting the unacceptable behavior. If such behavior continues, or declines, disciplinary action may be issued.

21.01 - Forms of Discipline

The Village administers discipline fairly, reasonably and impartially. The Village will determine the appropriate level of corrective action in each situation depending upon all pertinent circumstances, which may include but are not limited to the severity of the offense, the employee's previous work record and length of service, disciplinary action taken in other comparable situation and any mitigating or aggravating factors. Any misconduct or infraction of a Village policy may result in immediate termination. There is no requirement that an employee receive a warning or suspension before being terminated. Where action short of termination is deemed appropriate by management, corrective action is not intended to punish for punishment's sake but rather to serve as a method to modify or change the behavior of an employee whose performance or conduct does not meet the Village's standards.

21.02 - Form of Progressive Discipline

It shall be the responsibility of the employee's Supervisor and/or the Department Director, as applicable, to document and record any and all violations of the Standards of Conduct by any employee. Documentation of infractions shall be retained in the employee's personnel file and under the jurisdiction of the Human Resources Director.

Disciplinary action may involve any of the following. This list is not all-inclusive, and steps may be skipped within the discretion of management and/or language within a collective bargaining agreement, if applicable, based on the circumstances involved:

Oral Reprimand: A verbal warning to the employee that if his/her actions continue, a written reprimand will be transmitted to the employee and Department Director. The oral reprimand will be documented for reference.

Written Reprimand: A written reprimand shall be transmitted through the appropriate Department Director or his/her designee to the employee and/or the Village Manager (or designee) and shall summarize the specific actions leading to the reprimand.

Suspension: Suspension is the temporary removal from duty status either with or without pay of an employee for cause. Suspension may be imposed by the Department Director or his/her designee. The Department Director and/or Division Director shall notify the Village Manager (or designee) and Director of Human Resources prior to the imposition of any suspension when practical.

- A. An employee may be suspended for an indefinite period when the Department Director determines such action is appropriate and/or in the best interests of the Village in cases where an employee is charged and awaiting trial for a criminal offense involving matters prima facie prejudicial to the reputation of the Village. Such action will not be based on arrest record alone.
- B. When an employee has acted or is alleged to have acted in a manner which would appear to be reason for dismissal, the employee may be suspended for a period generally not in excess of one (1) month while such charges are investigated.
- C. Whenever an employee is suspended pending internal or external investigative outcomes and is subsequently exonerated, the employee may be reinstated without loss of pay or benefits as determined by the Village.
- D. Subject to the provisions of the Fair Labor Standards Act, an employee may be suspended for a period not to exceed one hundred eighty (180) calendar days for specific reason with Village Manager (or designee) approval.

Demotion: An employee may be moved to a position in a class with a lower maximum salary rate for unsatisfactory performance or misconduct. Demotion shall be recommended by the Department Director and approved by the Village Manager (or designee) and Director of Human Resources.

Dismissal: Dismissal may be recommended by the Department Director and normally subject to approval by the Village Manager (or designee) and the Director of Human Resources. Dismissals shall be carried out by the Department Director and Director of Human Resources and/or his/her/their authorized designee(s).

Disciplinary: Sworn fire department personnel are governed by the State of Illinois Fireman's Disciplinary Act.

21.03 - Standards of Conduct

Any action or omission which could or does reflect discredit upon the municipal service or is a direct or indirect hindrance to the operations of the Village government shall be cause for disciplinary action, up to and including dismissal for even the first offense (if deemed appropriate). Circumstances constituting

reasons for disciplinary action include but are not limited to the following. This list is not all inclusive and discipline may not be appropriate in all cases.

1. Failure to follow any federal, state, or Village law, rule or regulation while on duty or while in or on Village property or engaging in unlawful activity while on duty or while in or on Village property.
2. Theft, participating in a theft or attempted theft of Village property or property of any employee, resident, or visitor to the Village.
3. The on duty use or illegal handling/possessing of alcoholic beverages or controlled substances, as previously defined in this Manual or any other violation of any applicable drug or alcohol policy.
4. Conviction of a crime involving on or off duty misconduct for which records have not been expunged or sealed (the Village will consider the nature of the offense, date of the offense, and employees' job duties).
5. Offensive, inappropriate or negative attitude, conduct or language directed toward the public (and/or in their presence).
6. Dishonesty, lying, embezzlement, falsifying any Village records (including employment application materials, no matter when it is discovered), falsely reporting any act or transaction or attempting to defraud the Village or a resident by any means, including making false or fraudulent statements regarding sick pay, leave, overtime, workers' compensation or insurance claims, falsifying financial records, falsifying or padding time records, or falsifying or padding expense reports.
7. Willful or reckless damage of Village property or property of others.
8. Fighting with, threatening, or assaulting Supervisory personnel or any other employee, resident, or visitor to the Village.
9. Engaging in horseplay.
10. Failing or refusing to cooperate with the Village, such as in an investigation of a violation of the Village's policies, an incidence of violence, or other conduct harmful to the Village, its employees, business or its property, or the concealment of or failure to report the occurrence of any violation of any Village rules.
11. Signing or swiping in or out for another employee or letting someone else sign or swipe in or out for you.
12. Incompetence, negligence, inefficiency, failure, or inability (with or without a reasonable accommodation if disabled) to perform the essential job duties required of the employee's position or class.
13. Damage or negligence in the care and handling of Village property.
14. Violation of any lawful official regulation, departmental rule or a superior's directive amounting to an act of failure to follow directive, failure to perform, insubordination, including where such an act or inaction could or does result in loss or injury to the Village, the Village's property or to the public.
15. Failure to do work assigned.
16. Repeated absenteeism or tardiness.
17. Extending breaks or meal periods without authorization and/or not taking breaks or meal periods at scheduled times.
18. Leaving job during working hours without permission.
19. Violation of any of the provisions of the personnel rules, Village ordinances or any applicable administrative regulation of the Village (including revisions thereto).

20. Inducing, encouraging, or attempting to induce any officer or employee in the municipal service to commit an illegal act, to act in violation of any lawful departmental or official regulation or order, or to participate therein.
21. Solicitation, request, receipt or participation in any fee, gift, or other valuable thing that is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons.
22. Use or attempted use of political influence or bribery to secure advantage in an examination, transfer, evaluation and/or promotion.
23. Failure to pay just debts due or owing, including taxes, licenses, or fines due the Village, or failure to make reasonable provision for the future payment of such debts.
24. Absence from duty, including emergency or after hours work when the employee is "on call", without approval and in accordance with the leave provisions of this Manual, including "leave earlies" and tardiness (except as provided by an approved FMLA leave).
25. Excessive or unreasonable use of Village telephones, network resources, electronic devices or other equipment for the conduct of personal business during working hours, or for unauthorized long-distance calls.
26. Claiming sick leave under false pretenses or otherwise misrepresenting reason for time off or use of other benefits.
27. Failure to maintain a satisfactory attendance record, except in accordance with the FMLA (or agreed upon accommodation provision for disabled individuals).
28. Unwelcome sexual advances, requests for sexual favors, any verbal or physical conduct of a sexual nature or where such behavior interferes with the work performance or environment of employees, Village officials or the public, and/or any other violation of the Village's published anti-harassment policy.
29. Violation of the Village's EEO Policy.
30. Violation of the Village's Anti-Violence Policy.
31. Violation of the Village's Social Networking Policy.
32. Falsification, including misrepresentation (or omission) of Village Records, no matter when discovered.
33. Unauthorized sleeping on the job, including excessive or extended period(s) of closed eyes on working time.
34. Violation of departmental rules and regulations, standard operating procedures, general orders, and/or departmental directives.
35. Unauthorized possession, use or copying of any records that are the property of the Village.
36. Repeated or chronic violation of the Village's policies or guidelines.
37. Any other conduct deemed directly or indirectly harmful to Village residents.

Chapter 22.00 – Additional Employee Responsibilities

- 22.01 - Workplace Violence Policy
- 22.02 - Professional Appearance at Work
- 22.03 - Political Activity
- 22.04 - Village Social/Business Events
- 22.05 - Official Misconduct
- 22.06 - Weapons Prohibited
- 22.07 - Gratuities and Gifts
- 22.08 - Solicitation, Distribution and Use of Bulletin Boards
- 22.09 - Bulletin Boards
- 22.10 - Distribution of Communications
- 22.11 - Outside Employment
- 22.12 - New Releases and Media Contact
- 22.13 - Village Inspecting Rights
- 22.14 - Lockers, Desks and Other Village Property
- 22.15 - Smoking/Electronic Smoking Devices and Tobacco Prohibition
- 22.16 - Release of Village Information
- 22.17 - Child Protection Management
- 22.18 - Drug-Free Workplace Policy

The values and principles of an organization define its identity. These organizational values and principles guide its activities and help formulate the attitudes and actions of its employees. As public servants, Village employees are expected to be responsible, honest, and fair. The Village places a trust in its employees to work harmoniously with co-workers, outside agencies, vendors, citizens and the public.

22.01 - Workplace Violence Policy

It is the Village of Buffalo Grove's policy to promote a safe and comfortable working environment for its employees. The Village is committed to working with its employees to maintain a work environment free from violence, threats of violence, harassment, bullying, intimidation, and other disruptive behavior. Violence, threats, harassment, intimidation, and similar behavior in our workplace will not be tolerated. All reports of incidents will be taken seriously and will be dealt with appropriately. Such behavior can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm. Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action, criminal prosecution, or both.

If you observe or experience such behavior by anyone on Village property, whether he or she is an employee or not, report it immediately to the Buffalo Grove Police Department by calling 9- 1-1 and your Department Director. All reports will be investigated, and the appropriate action will be taken to remedy the situation. No retaliation will be taken or tolerated against any individual who reports a complaint under this policy and/or participates in an investigation of a complaint reported under this Policy.

In keeping with the spirit and intent of this policy, and to promote the Village's objectives in this regard, the Village will endeavor to do the following:

- To provide a safe and healthful work environment.
- To take prompt remedial action, up to and including immediate termination of employment, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
- To take appropriate action when dealing with the customers, vendors, former employees, residents, or visitors to the Village's facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
- To prohibit employees, former employees, vendors, residents, visitors and other individuals from bringing unauthorized firearms or other weapons onto the Village's premises. All persons, including individuals licensed to carry concealed firearms by the Illinois State Police, are prohibited from bringing firearms into or onto any park, library, or facility under the control of the Village, as such firearms are banned from such areas.
- To establish viable security measures to promote the safety and security of the Village's facilities and to properly handle access to the Village's facilities by the public, off-duty employees, and former employees. The Village's employee assistance program (EAP) supports this policy. Any employee who displays a tendency to engage in violent, abusive or threatening behavior, or who otherwise engages in behavior that the Village, in its sole discretion, deems offensive or inappropriate may be referred to the EAP for counseling or other appropriate treatment. Such employees will also be subject to disciplinary action, up to and including termination of employment.

In furtherance of this policy, employees should warn their Supervisors, Human Resources, Department Directors, Deputy Village Manager or the Village Manager (or designee) of any suspicious workplace activity, situations, or incidents that they observe or that they are aware of that involve other employees, former employees, vendors, residents or visitors and that appear problematic. This includes, for example, threats of acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like. Employee reports made pursuant to this policy will be held in confidence to the extent possible. The Village will not tolerate any form of retaliation against any employee for making a report under this policy.

22.02 - Professional Appearance at Work

Employees are expected to be well groomed and dressed in a manner that is suitable to their responsibilities and position. An employee's appearance must be business-like and reflect good taste. When uniforms are furnished or required, they must be kept clean and neat, and must be worn while performing the duties for the Village. When safety equipment is issued to employees, it is mandatory that it be worn when performing tasks for which such equipment is provided. In some instances, when an employee separates from the Village, their uniforms or equipment may need to be turned in to their Immediate Supervisor.

22.03 - Political Activity

Except as expressly permitted by the Illinois Local Governmental Employees Political Rights Act, employees are prohibited from bringing their political affiliations to bear on their official duties.

Specifically, the following political activities of employees are prohibited with respect to participation in federal, state, or municipal elections.

1. Campaigning, fund raising, or other partisan political activities on Village premises while in the performance of duties and responsibilities as an employee of the Village.
2. Use of official working time or unauthorized use of Village resources for political activity.
3. Promising any employment, position, work, compensation, or other benefits as consideration, favor or reward for political activity.
4. Performing political activities at the direction of a Supervisor, Department Director, or other Village official.
5. Using status or position as a Village employee in an endorsement or solicitation of votes in an election.

22.04 - Village Social/Business Events

Under limited exception employees who are serving in the capacity of representing the Village at a social/business event, may consume alcohol in moderation and are expected to conduct themselves in accordance with appropriate business standards.

22.05 - Official Misconduct

All Village personnel are expected to conduct themselves in a professional and business-like manner. The Illinois Compiled Statutes specifically prohibits public officers and employees from:

1. Failing to perform mandatory duties required by law; and
2. Performing an action known to be forbidden by law; and
3. Acting in excess of lawful authority in order to obtain a personal advantage; and
4. Soliciting or knowingly accepting a fee or reward for performing any act.

Anyone found to have engaged in any of these prohibited practices can forfeit public office or employment and may have committed a criminal felony.

22.06 - Weapons Prohibited

Except for duly authorized law enforcement personnel, Village employees shall not possess or carry a gun or other weapon while at work, in Village facilities, on Village property or in a Village vehicle. A weapon is defined as:

1. Any device whether loaded or unloaded, that shoots a bullet, pellet, flare or any other projectiles including those powered by CO2. This includes, but is not limited to, machine guns, rifles, shotguns, handguns or other firearm, BB/pellet gun, spring gun, paint ball gun, flare gun, stun gun, taser or dart gun and any ammunition or any such device. Any replica of the foregoing is also prohibited.
2. Any explosive device, including but not limited to, firecrackers and black powder.

3. Any device that is designed or traditionally used to inflict personal injury including but not limited to, bows and arrows, any knife with a blade longer than three inches, hunting knife, fixed blade knife, throwing knives and daggers.

Notwithstanding the above, employees may possess weapons within the Village Police Department building with the written permission of the Village Chief of Police. Employees may also possess weapons in any Village employee parking lot for the limited purpose of complying with the Illinois Firearm Concealed Carry Act (430 ILCS 66).

The violation of this policy will lead to disciplinary action up to and including termination and/or criminal prosecution.

22.07 - Gratuities and Gifts

Employees shall not solicit, accept or agree to accept any gift of any kind from any person or business entity doing business or wishing to do business with the Village, except where said gift is expressly permitted by the Illinois State Officials and Employees Ethics Act. A “gift” means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an employee. Employees shall comply with the Illinois State Officials and Employees Ethics Act at all times.

Additionally, employees should not solicit or seek donations or contributions on behalf of other employees for gifts, sales of products or services, flowers or other reasons except with the prior approval of the Village Manager (or designee).

22.08 - Solicitation, Distribution and Use of Bulletin Boards

Employees of the Village may not solicit during working time, nor may employees distribute literature during working time or in working areas. Employees may not accept the solicitation or the distribution of literature by any non-employee while you are on working time. Working time is the time you are performing or are expected to perform the duties of your job. “Working time” does not include meal periods, rest breaks or before/after your shift.

22.09 - Bulletin Boards

Bulletin boards maintained by the Village are to be used only for posting or distributing material of the following nature:

1. Notices containing material directly concerning Village business.
2. Announcements of a work-related nature or legally required postings which are equally applicable and of interest to employees.
3. All posted material must have authorization from administrative staff. All employees are expected to check these bulletin boards periodically for new and updated information and to follow the rules set forth in all posted notices. Employees are not to remove material from the bulletin boards.

22.10 - Distribution of Communications

The Village prohibits any form of solicitation and the distribution of written materials or literature on Village property where:

1. The solicitation or distribution occurs in a work area;
2. The employee engaged in the solicitation or distribution is on work time (excluding lunch periods, rest periods, and other periods when the employee is not expected to be working); or
3. The employee is on work time and the solicitation or distribution interferes with the work of other employees.

The Village also prohibits:

1. Solicitation or distribution on Village property by non-employees;
2. Solicitation on customer premises; and
3. The use of Village equipment such as fax machines, or photocopiers to prepare information for solicitation or distribution.

Any employee who violates this policy is subject to disciplinary action, up to and including termination of employment.

22.11 - Outside Employment

Employees are prohibited from engaging in outside employment that interferes with their duties and responsibilities for the Village. "Outside employment" includes both work for another employer and self-employment as consultant, independent contractor etc. Outside employment may be deemed to interfere with "an employee's work for the Village in a variety of ways, including but not limited to, causing absenteeism, distraction or creating a conflict of interest. Employees may not work for an outside job on Village property, using any Village equipment or resources or while representing the Village outside of work hours. Employees shall never solicit or enhance personal opportunities by representing themselves as a Village employee.

Employees sustaining an injury arising out of non-Village employment resulting in lost time from the Village should be covered by that employer's Workers' Compensation plan, not the Village's.

22.12 - News Releases and Media Contact

The Village Manager (or designee) shall be the primary staff spokesman for the Village, consistent with the policy direction of the Corporate Authorities. Village Department Directors or their designees may confer with representatives of the news media on matters related to their departments. It shall be the responsibility of each Department Director to develop and administer a policy for responding to media requests, including appropriate staff qualified and authorized to disseminate media responses. Upon contact with news media pertaining to sensitive matters, the Department Director (or designee) shall report to the Office of the Village Manager (or designee) the content and substance of the inquiry, information conveyed and potential additional inquiries or issues of sensitivity that may arise as a result

of the media contact or underlying subject matter. All employees, when representing the Village and conveying its official positions, shall refrain from overtly political or opinionated speech, unless specifically authorized to do so by the Village Manager (or designee), in accordance with Village Board direction.

This policy will be construed in accordance with all applicable laws to respect the free speech rights of the individuals involved while also ensuring that our residents are properly served.

22.13 - Lockers, Desks and Other Village Property

Lockers, desks, vehicles, equipment and other Village containers and property that you are permitted to use during your employment are and remain the property of the Village. You are not permitted to keep or store any illegal or prohibited items or substances in or on such property. No individual should not have any reasonable expectation of privacy with regard to any items kept or stored in any locker, desk, or other Village property as all of those areas are subject to inspection by the Village. Village owned property is subject to search by the appropriate Supervisor or Department Director for any reason and without prior notice. Personal locks are not permitted on Village property and may be removed by management. Violation of this policy and/or refusal to cooperate with a search, is grounds for immediate dismissal.

22.14 - Smoking/Electronic Smoking Devices and Tobacco Prohibition

Smoking is not permitted at any time on Village premises unless the Village Manager (or designee) has designated an area as a smoking area and the area is at least fifteen (15) feet away from any Village building entrance. Smoking is defined as inhaling or carrying a lighted cigarette, cigar, pipe or using any electronically operated device which may or may not contain nicotine in a combination with other chemicals that are intended to be inhaled as a vapor by the user. This is intended to include, but not be limited to, e-cigarettes, e-cigars, hookah pens and any other inhaled nicotine delivery system. There will be no exceptions to this prohibition. Smoking that takes place in violation of this policy may result in discipline, up to and including termination of employment.

22.15 - Release of Village Information

All employees are expected to exercise good customer service practices and, to the extent possible, answer general questions about the policies and practices of the Village. Requests for specific printed information, unpublished reports, written or verbal reports about meetings not subject to the Open Meetings Act (OMA), plans in progress, matters of internal business affairs or matters related to the personal affairs of Village employees or officers shall be referred to the Village Manager (or designee), Director of Human Resources or Department Director and shall not be released by an employee unless specifically directed to do so by the Village Manager (or designee), Director of Human Resources or Department Director. Requests for information, pursuant to the Illinois Freedom of Information Act (FOIA) shall be coordinated by the FOIA officer(s) in the applicable department(s), in concert with the Village Clerk's office.

22.16 - Child Protection Management

It is the policy of the Village of Buffalo Grove to actively promote child abuse awareness and sexual misconduct awareness and to implement procedures to provide the highest level of protection to all minors. The Village is committed to preventing child abuse and sexual misconduct to minors while in Village sponsored programs or activities. This policy applies to all employees, public officials, volunteers, and agents of the Village who have any type of regular contact with minors on behalf of the Village. The Village will not tolerate child abuse and sexual misconduct to minors of any kind in Village sponsored programs or activities. All complaints of child abuse and sexual misconduct to minors while in Village sponsored programs or activities are serious and must immediately be reported to the Village Manager (or designee) and the Buffalo Grove Police Department. Additionally, mandated reporters must immediately make a report of a suspected child abuse or sexual misconduct to DCFS by telephoning the statewide DCFS Child Abuse Hotline at 1-800-25-ABUSE.

22.17 - Drug-Free Workplace Policy

This Policy expresses the Village's desire to satisfy the requirements of the federal and state Drug Free Workplace Acts (41 U.S.C.A. § 701 et seq. and 30 ILCS 580/1 et seq.). In accordance with applicable statutes and concerns, the Village has resolved to maintain a drug-free workplace.

Chapter 23.00 – Employee Safety and Development

- 23.01 - General
- 23.02 - On the Job Safety
- 23.03 - Training and Development
- 23.04 - Uniform/Clothing Provisions
- 23.05 - Employee Identification Card Policy
- 23.06 - Attitude and Appearance
- 23.07 - Service Recognition

23.01 - General

The Village Manager (or designee) in cooperation with Department and Division Directors along with the Village's Executive Safety Committee shall be responsible for the development and administration of programs relating to employee safety and development. This shall include providing for the general health and safety of Village employees as well as other matters concerning employee relations.

23.02 - On the Job Safety

- A. The Village Manager (or designee) shall make reasonable efforts to promote among employees and in the departments maximum standards for on the job safety. All employees shall be responsible for performing work assignments in the safest manner possible. Prime consideration shall always be given to safety in all work situations.

The Village may require an employee to undergo a medical examination by a doctor of the Village's choosing and at the Village's expense when the employee's Department Director reasonably believes, based on objective evidence, that the employee is unable to perform his/her essential job functions or the employee will pose a direct risk to him/herself or others.

- B. Supervisors, Division Directors, and Department Directors (or their designees) shall:
 - 1. Be responsible for the establishment and implementation of appropriate safety standards within their respective activity areas, for periodically reviewing accident frequencies to determine and correct causes, and for identifying and correcting safety hazards.
 - 2. Ensure that all new employees, including temporary/seasonal, and/or part-time employees are thoroughly advised, instructed, and supervised in necessary safety policies, practices, and procedures.
 - 3. Implement and actively support the Village's safety program.
 - 4. Arrange and conduct safety meetings, inspections, and training sessions.

5. Provide and/or require equipment necessary to adequately protect the health and safety of employees.
6. Promptly investigate accidents, and prepare all necessary forms for documentation and future suggestions for prevention of on the job injuries and hazardous conditions.

C. All employees shall:

1. Be thoroughly familiar with safety requirements and practices applicable to their respective work assignments.
2. Actively observe safety practices, and report unsafe or potentially dangerous conditions, work practices and accidents or injuries to their Supervisor immediately.
3. Refrain from engaging in horseplay, wrestling, hazing of co-workers, and any other unsafe practice under penalty of disciplinary action up to and including dismissal.
4. Require all employees under their supervision to comply with all applicable safety rules and practices.
5. Use reasonable precautions in the performance of their duties and act in such a manner as to assure maximum safety to themselves, their fellow employees and the public.
6. Never remove or make ineffective any safeguard, safety device or safety appliance except for the purpose of replacement, repair or adjustment.
7. Keep their work areas clean, orderly and, to the extent possible, free from all recognized safety hazards.
8. Work in appropriate clothing, including footwear, suitable for the type of work being performed and shall wear or use appropriate safety devices or personal protective equipment as provided, or directed.
9. Wear properly fastened seat belts when driving or riding as a passenger in a Village owned vehicle, or in a personal vehicle while on Village business.
10. Comply with all applicable Local, State and Federal traffic laws when operating a Village vehicle or personal vehicle while on Village business.

D. Alcohol and Drug Policy for Commercial Driver's License Employees

The Village shall maintain policies and procedures for testing Commercial Driver's License (CDL) holders for the misuse of alcohol and controlled substances, as required by the then- applicable laws. The purpose of these policies and procedures is to prevent accidents and

injuries. Copies of the Village of Buffalo Grove Alcohol and Drug Testing Policy for Commercial Driver's License Employees will be made available to CDL holders.

23.03 - Training and Development

The Village shall promote the training of its employees so that services rendered to the Village may be more effectively delivered. Training may be at time of recruitment, in- service, specialized, professional or academic. Training shall be determined by the Department Director or their designee. No reimbursement for training shall be made without such approval.

Expenses for recruit, in-service, specialized and professional training including tuition, registration, fees, supplies, and materials may be reimbursed by the Village. Travel and related expenses may be reimbursed or advanced as noted within these Personnel Rules. Employees pursuing academic instruction will be eligible for reimbursement of tuition and fees only upon completion of course work and according to grade, as provided in these Personnel Rules and detailed below.

Training shall be supported by an approved Travel and Training Expense Report, including academic training. As with travel related expenses, all receipts as well as final grades must be submitted in order to qualify for reimbursement.

The following types of training are offered employees:

1. Recruit Training: Formal training programs which must be completed during the probationary period following original appointment as a prerequisite to continued employment.
2. In Service Training: Training conducted during working hours on an individual or group basis to improve skill performance, introduce new techniques, and/or keep abreast of developments in the employee's field.
3. Specialized Training: Attendance of vocational, technical, or professional training programs directly related to municipal service functions.
4. Academic Instruction: Completion, by correspondence or classroom attendance, of course work provided by accredited educational institutions where such instruction will benefit the municipal service.

With departmental approval, all expenses for recruit, in service, and specialized training including tuition, fees, supplies, and books will be reimbursed by the Village. Travel, lodging, and other related costs will be reimbursed as provided in Chapter 18.00. All reimbursements shall be subject to the availability of budgeted funds designated for such purposes.

If, after all reimbursement requests are received, the dollar amount of the requests exceeds the funds available for reimbursement, reimbursement will be made on a proportional/pro-rated basis, not too exceed \$5,000 annually. Additionally, costs associated with the purchase of course supplies, books, and materials will not be reimbursed. , employees pursuing approved academic instruction are eligible for reimbursement of tuition and fees only upon completion of course work and according to the following schedule.

Grade Reimbursement A or B 100%

C 50%
D or less 0%

Under no circumstances shall an employee's tuition reimbursement amount exceed the tuition rate as established by Northern Illinois University, for like course work.

When requests for training and reimbursement exceed funds specifically budgeted for that purpose, partial reimbursement of expenses may be made to employees in order to extend training opportunities to as many employees as possible.

23.04 - Uniform/Clothing Provisions

The Village will provide for the required uniform and special clothing needs of its employees, as determined by the Village. These needs may be met by the purchase or lease of the appropriate uniforms and clothing, at the discretion of the Village and subject to applicable departmental policies. The employee will be responsible for proper care and use of clothing and uniforms and the laundering of same, if appropriate. Each department will develop a replacement schedule based upon normal wear and usage.

23.05 - Employee Identification Card Policy

All Village of Buffalo Grove employees will be issued an official Village identification card. This card will include a photograph of the individual with their name and title. The

An identification card is to be carried or worn at all times while the employee is on duty (subject to department specific exclusions) and will be displayed upon request. An employee is not required to display an identification card when such an action would jeopardize the employee's safety, however, the employee will comply with the request as soon as practical if and when it is safe to do so.

In lieu of wearing their Village issued identification card, uniformed employees must wear their department issued identification, such as badge and nameplate, on their outer most garment at all times. Non-uniformed employees must wear their identification card in a visible manner while on the Village campus, while visiting any Village building and while conducting Village business no matter the location including, commercial or residential locations within the Village.

Any employee who has been issued an identification card must immediately report its loss as soon as the loss is recognized.

Access to secure areas of the Village will only be granted to authorized persons, unauthorized persons should be prevented from entry into the secure areas within the Village. Visitors, members of the press, consultants, and technicians will follow the protocols established by each department. Employees observing individuals without a visitor pass or proper identification are responsible for ascertaining the nature of the individual's business and ensuring visitor passes are obtained, if necessary.

Any employee who has been issued an identification card must return it upon separation from the Village of Buffalo Grove.

23.06 - Attitude and Appearance

A friendly and courteous attitude by Village employees toward the public is required at all times. Similarly, employees are expected to deliver prompt, thorough, and efficient service to the public to the best of their ability. All employees are required to maintain a neat and clean personal appearance including clothing, personal hygiene and grooming appropriate for the position held and in conformance with the established dress code of their individual department. If an employee reports to work in an unkempt or disheveled appearance or uniform, he/she may be sent home without pay and/or otherwise subject to appropriate disciplinary action.

23.07 - Service Recognition

Employees who uniquely distinguish themselves through performance or innovation will be honored and recognized by the Village. Upon recommendation of a Department Director and approval of the Village Manager (or designee), such recognition may consist of a plaque, Certificate of Appreciation, or Resolution presented to the employee by the Corporate Authorities.

Length of service shall be recognized in the following manner:

5 years of service = Pin

10 years of service = Glassware Set or comparable gift.

15 years of service = Pen Set or comparable gift.

20 years of service = department selected gift valued at \$150.00.

25 years of service = department selected gift valued at \$200.00.

30 years of service = department selected gift valued at \$250.00.

35 years of service = "department selected gift valued at \$500.00.

40 years of service = department selected gift valued at \$1,000.00.

Full-time and part-time employees shall be included in the service award program. Temporary/seasonal employees are not eligible for a service award under the terms of this program. Presentation of gifts shall be made on the employee's anniversary date. Employees who retire from full-time employment with the Village and subsequently become part-time employees will not be credited with the years spent as full-time employees for the purpose of this policy.

Chapter 24.00 – Travel Expenses

24.01 - Policy

24.02 - Travel Expenses

24.03 - Use of Village Vehicles

24.04 - Use of Personal Vehicles

24.05 - Vacation Combined with Official Travel

24.06 - Travel Reimbursement or Repayment of Advance to Village

24.01 - Policy

The Village of Buffalo Grove shall provide to employees reimbursement for reasonable and necessary travel and related expenses while carrying out official duties, or attending approved professional conferences and training courses. Employees will be expected to exercise good judgment and proper regard for economy when incurring travel and training expenses. The policy is intended to apply to all travel and training situations. Employees and Supervisors are responsible to identify training and professional development opportunities within the nearest proximity to the Village. Out-of-state travel requests must be recommended to and approved by the Village Manager (or designee) in accordance with promulgated rules.

24.02 - Travel Expenses

The Village will continue to cover reasonable travel costs. However, we have made some alterations to the policy to address current practices. The following expenses for approved travel may be reimbursed according to established allowances or actual cost and subject to proof that the expenses were actually incurred:

- A. The Village of Buffalo Grove will no longer provide a travel advance.
- B. Use of the Village purchase card is required for all travel expenses, unless circumstances require an out-of-pocket expense. All credit card receipts should be kept and attached to the expense report system. If an out of pocket expense is required, the employee shall be reimbursed (with valid receipts).
- C. If an out of pocket expense is required, the actual costs for reasonable meals and gratuities will be reimbursed as documented by receipt(s). Reimbursement is limited to the appropriate per diem rate (\$50 per day) if meal and gratuity expenses incurred by the employee are deemed reasonable, as determined by the Village Manager (or designee).
- D. The Village will not reimburse the purchase of alcoholic beverages.
- E. The Village will only pay for meal expenses in the event of overnight travel.
- F. The Village will not pay for meals if a meal is provided by the event, unless dietary restrictions cannot be met by the sponsoring organization.

24.03 - Use of Village Vehicles

Village provided vehicles may be used to travel to destinations up to two hundred (200) miles (one-way) from Buffalo Grove, if approved by the Department Director or Village Manager (or designee). Pre-planned trips beyond two hundred (200) miles are to be approved by the Village Manager (or designee) prior to use. Gasoline purchases are reimbursable when accompanied by a valid receipt. Employee's receiving an automobile allowance from the Village may not use a Village owned vehicle. Exceptions to this policy may be made only by the Village Manager (or designee).

24.04 - Use of Personal Vehicles

An employee who uses his/her personal vehicle for any approved business purpose must at all times possess both a valid driver's license and valid automobile insurance. Employees using their personal vehicles for approved Village business may submit for mileage reimbursement pursuant to then applicable Internal Revenue Service guidelines.

24.05 - Vacation Combined with Official Travel

Employees wishing to combine a vacation by private vehicle with a business or convention trip, must have their Department Director's written approval. The employee shall be reimbursed for travel to and from the destination as provided by Section 21.03(C).

24.06 - Travel Reimbursement or Repayment of Advance to Village

A Travel and Training Expense Estimate Report must be completed not less than ten (10) working days before a scheduled trip. All Travel and Training Expenses Reports must document the estimated and actual expenses incurred and must be approved by the Department Director and Village Manager (or designee) before processing for payment will be authorized. All Travel and Training Expense Reports submitted, whether to return any unused advance or to request reimbursement must include all receipts. Failure to include receipts may disqualify a reimbursement requested. Any inaccurate reporting of expenses is grounds for disciplinary action, up to and including dismissal.

Chapter 25.00 – Records and Reports

25.01 - Personnel Records

25.02 - Reports

25.03 - Confidentiality

25.01 - Personnel Records

The Director of Human Resources in conjunction with the Department of Finance and General Services is hereby designated as the central repository for all non-confidential personnel files and records of the Village. Access will be in accordance with applicable laws.

25.02 - Reports

Every appointment, transfer, promotion, demotion, termination, sick leave, vacation leave, and other temporary or permanent changes in the status of employees in the municipal service shall be reported in writing. The Village Manager (or designee) is authorized to prescribe the time, manner, form, and method of making any written report as may be stipulated in any of these rules.

25.03 - Confidentiality

Personnel records shall be confidential to the extent provided by law. An employee shall be allowed to review his/her personnel file up to two (2) times during each calendar year during business hours or more frequently if approved by his Department Director. Personnel records shall not be released to a third party unless authorized by the employee or as otherwise required or permitted by law. Medical records shall be confidential and stored in a file separate from an employee's personnel record file (with disclosure on a need to know basis only). Copies of such documents will be made available to the employee upon advance written request at the employee's expense.

Chapter 26.00 – Appeals and Grievances

- 26.01 - Grievance Policy
- 26.02 - Grievance Procedure
- 26.03 - Classification Grievances
- 26.04 - Compensation Grievances
- 26.05 - Retroactive Adjustment
- 26.06 - Fire and Police Departments
- 26.07 - Discretion of Village

26.01 - Grievance Policy

It shall be the policy of the Village of Buffalo Grove to give individual employees an opportunity to discuss their grievances with their Supervisors in order to attempt to find mutually satisfactory solutions as rapidly as possible. Employees are assured of freedom from restriction, interference, discrimination, or reprisal. Appeals of disciplinary actions shall begin with a written grievance report as set forth in Section 26.02 below.

Although this Chapter outlines our general procedure for addressing workplace grievances, there is nothing in this Chapter which creates a due process or other procedural right. Rather, each situation is addressed on a case-by-case basis to ensure that the matter is promptly addressed and remedied (as appropriate).

26.02 - Grievance Procedure

The grievance procedure shall follow the sequence below. An employee may be accompanied by any person of his own choosing as his representative in the presentation of his grievance.

- A. Oral Report: All grievances must be presented no later than ten (10) working days from the date of the first offense giving rise to the grievance.
- B. Written Report: If the oral grievance presentation fails to settle the grievance, the employee may submit a written grievance report within ten (10) working days after the oral report was made. In the case of a grievance resulting from a disciplinary action, the employee shall submit a written grievance report within ten (10) working days from the effective date of disciplinary action. Within ten (10) working days after receiving a written grievance report, the Supervisor shall furnish the employee with a written reply.
- C. Appeal to Department Director: If the written reply to the grievance is not satisfactory to the employee, the employee may, within ten (10) working days after receiving the reply, submit an appeal in writing to the Department Director. The Department Director shall confer with the aggrieved employee and/or his/her authorized representative before rendering a decision. Such decision shall be produced in writing and shall be delivered to the employee within ten (10) working days of the date on which the appeal was received by the Department Director.

- D. Appeal to Village Manager (or designee): If the appeal to the Department Director fails to resolve the grievance the employee may submit an appeal in writing to the Village Manager (or designee) no later than ten (10) working days from the date a reply was received from the Department Director. Within ten (10) working days of the receipt of an appeal, the Village Manager (or designee) shall hear matters pertinent to the grievance. The decision of the Village Manager (or designee) shall be final. The Village Manager (or designee) shall forward one copy of the course of action he/she intends to follow to the employee concerned and to the Department Director.

26.03 - Classification Grievances

All grievances pertaining to the classification of an employee shall be made in writing to the Village Manager (or designee), within five (5) working days of the classification or else the Village will assume the employee agrees that the classification decision is fair and appropriate. The decision of the Village Manager (or designee) shall be final in all matters of classification.

26.04 - Compensation Grievances

The pay range established for a given class of work shall not be a subject of the grievance procedure.

26.05 - Retroactive Adjustment

All adjustments of grievances processed under this Chapter shall be retroactive to the time the grievance is first presented to his Supervisor, unless the grievance reply specifically states otherwise.

26.06 - Fire and Police Departments

The grievance procedure for sworn personnel of the fire and police departments shall follow the process set forth by their respective departmental rules, regulations and directives. Appeals of disciplinary actions shall follow the process prescribed by the rules and regulations of the Board of Fire and Police Commissioners and/or collective bargaining agreement, if applicable.

26.07 - Discretion of Village

While the Village normally will adhere to the procedures set forth above, there may be circumstances that indicate that an alternate way to address the grievance is more appropriate (i.e., due to confidentiality, privacy or similar business reasons as determined by management). The Village reserves the right to skip any step in this procedure if the Village feels it is appropriate under the circumstances presented. The Village reserves the right to alter the procedures at any time at the discretion of the Village Manager (or designee).

Nothing in this Grievance Procedure constitutes a guarantee or promise of employment or a specific term of employment.

Chapter 27.00 – No Expectation of Privacy

27.01 - Computers, Pagers, Telephones and Other Communications Equipment

27.02 - Lockers, Desks and Other Village Property

27.01 - Computers, Pagers, Telephones and Other Communications Equipment

As an employee of the Village of Buffalo Grove, you do not have any reasonable expectation of privacy when you use a Village owned computer or communications system (i.e.: Smart phones, Tablets, flash drives, etc.). The Village has the right to monitor your telephone conversations, to read your messages, to inspect mail or documents sent to or by you, including the deciphering of encrypted text.

The Village may also access, without notice, data or text caches, e- mail and voice-mail boxes or accounts, and other employer provided electronic storage systems.

The Village does not need to obtain prior judicial or other approval before inspecting this employer provided equipment and your continued employment waives any claim you might have and constitutes your knowledge of and acceptance of your waiver of any right of privacy you might otherwise have or expect in your use of this equipment.

27.02 - Lockers, Desks and Other Village Property

Lockers, desks, vehicles, equipment and other Village containers and property that you are permitted to use during your employment are and remain the property of the Village. You are not permitted to keep or store any illegal or prohibited items or substances in or on such property. You do not shall not have any reasonable expectation of privacy with regard to any items kept or stored in any locker, desk, or other Village property. Village owned property is subject to search by the appropriate Supervisor or Department Director for any reason and without prior notice. Personal locks are not permitted on Village property and may be removed by management. Violation of this policy and/or refusal to cooperate with a search, is grounds for immediate dismissal.

Chapter 28.00 – Communications and Information Technology

28.01 - General Use of Village Information Systems and Technology Equipment Policy

28.02 - Social Media Policy

28.03 - Identity Protection Policy

28.01 - General Use of Village Information Systems and Technology Equipment Policy

- A. The Village of Buffalo Grove Acceptable Use of Information Technology Resources Policy contains a formal policy for all users of the Village's computer systems. Below is a high level summary of that policy.
- B. The Village's technology equipment, including but not limited to computers, telephones, facsimile, and copier machines, is intended for acceptable business purposes. An employee may only use this equipment for occasional personal/non- business purposes in an emergency and only with the permission of their supervisor during non- working times. Village postage machines may only be used for work related purposes.
- C. The computers and computer accounts provided to the employees are to assist them in performance of their jobs. All employees should not have an expectation of privacy in anything they create, store, send, or receive on the computer system. All Village Information Technology Resources are subject to the Illinois Freedom of Information Act. Users shall always comply with Village records management rules and records retention requirements for all information, including computer-based information.
- D. The Village has the right, but not the duty, to monitor any, and all aspects of its computer systems, including, but not limited to, monitoring sites visited by the employees on the Internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing e- mail sent and received by users. Logging into any Village information system, cloud based or on-premise, is an acknowledgement of this and an agreement to abide by it and all other governance regarding its use.
- E. Only the Village Manager or Director of Administrative Services can procure software in accordance with the Procurement Policy. Employees are strictly forbidden from using unapproved software, and purchasing or installing software.
- F. Upon termination of employment, the employee must return all Village equipment, passwords, data, work product and documents (in any form) in the employee's possession or control. The Village reserves the right to pursue all legal remedies for those who do not return Village property in a timely manner as is consistent with the Village's business needs and legal obligations.

28.02 - Social Media Policy

Use of personal or other computers on social media sites (i.e., blogs, wikis, Facebook, Twitter, etc.) can present a problem to the Village, when such communications impact operations and/or the working environment. The Village respects its employees' right(s) to free speech in accordance with the parameters of the law, and does not intend to interfere with any off-duty or non-work related activities. However, to avoid blurring the distinction between professional and personal communications, the Village has developed the following guidelines for its employees who use social media sites (either on or off duty):

- Blogs, wikis and other forms of online discourse are individual interactions, not communications from the Village. Employees are personally and legally responsible for your communications.
- When discussing the Village or Village-related matters, employees are encouraged to identify themselves and make it clear that they are speaking for themselves and not on behalf of the Village. Where appropriate, employees are encouraged to use a disclaimer such as: "The postings on this site are my own and do not necessarily represent the Village's positions, conclusions or opinions."
- Employees must not discuss or divulge confidential Village information, including, but not limited to, business plans, strategies, Village financial information, or Village confidential or proprietary information that has not been made public.
- While employees may disagree with Village actions, policies, etc., employees may not write knowingly malicious or false comments about the Village, fellow employees (regardless of title or position), customers, vendors or others affiliated with the Village. Posting of comments or materials (including photographs, videos or audio) regarding the Village, its employees, or its services is prohibited if obscene, knowingly false, or harassing. Posting of comments or materials (including photographs, videos or audio) regarding the residents that are served, is prohibited if obscene, defamatory, profane, libelous, threatening, harassing, abusive, or unprofessionally derogatory to a resident. These issues will be reviewed on a case-by- case basis.
- If a member of the media contacts an employee about his/her blog or posts and requests an official comment from the Village on said blog/post, in order to deliver an appropriate message and to avoid giving misinformation in any media injury, employees should state, "I am not authorized to comment for the Village, (or I don't have the information you want). Let me have our Village Manager contact you." Then contact the Village Manager (or designee) or Department Director to convey the Village's response.

Violations of this policy generally will result in discipline, up to and including discharge. If an employee is aware of any violation of this Policy, they are urged to notify management through our internal complaint procedure. Be assured that the Village will not tolerate or condone any retaliation against any person who reports a Policy violation and/or participates in an investigation of a potential violation.

IMPORTANT NOTE: Any violation(s) of the guidelines in this Policy are applicable, whether done during work hours or outside of work, except as may be allowed by law. These issues will be addressed on a case-by-case basis to protect the rights of our employees and also the rights of the Village, including our employees and others we do business with in serving the residents of the Village of Buffalo Grove. In all cases, there is nothing in this policy which is intended to limit or restrict an employee's right to engage in

lawful speech and/or protected or concerted activities which are guaranteed by law. If there is conflict with this Policy and the law, the law will govern.

28.03 - Identity Protection Policy

Improper disclosure of protected personal identifiers such as social security numbers may contribute to identity theft and any number of resulting credit problems. The Village has adopted this Policy to protect social security numbers from unauthorized disclosure. In accordance with the Illinois Identity Protection Act, only employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents. All employees with access to social security numbers in the course of their job duties must undergo training to protect the confidentiality of the social security numbers.

When collecting a social security number or upon request by an individual, employees must provide a statement of the purpose(s) for which the Village is collecting and using the social security number. Under this Policy, social security numbers requested from an individual must be provided in a manner that makes the number easily redacted, if required to be released as part of a public record request. If you have questions about this policy or would like to report a violation (free of retaliation), you are encouraged to contact your Department Director (or designee). Any individual found to be in violation of this Policy will be subject to disciplinary action (no matter when discovered).

Chapter 29.00 – Drug Free Workplace

29.01 - Drug-Free Workplace Policy

29.01 - Drug-Free Workplace Policy

This Policy expresses the Village's desire to satisfy the requirements of the federal and state Drug Free Workplace Acts (41 U.S.C.A. § 701 et seq. and 30 ILCS 580/1 et seq.). In accordance with applicable statutes and concerns, the Village has resolved to maintain a drug free workplace.

Acts Prohibited

The unlawful manufacture, distribution, dispensation, possession, being under the influence, or use of a controlled substance, including cannabis and alcohol is prohibited on Village Property.

Definitions

1. "Alcohol" means any substance containing any form of alcohol, including but not limited to: ethanol, methanol, propanol and isopropanol.
2. "Cannabis" is defined as provided in the Cannabis Control Act (720 ILCS 550/1 et seq.) which provisions are specifically incorporated in this Policy.
3. "Controlled Substance" as defined in the Illinois Controlled Substance Act (720 ILCS 570) which provisions are specifically incorporated in this Policy.
4. "Criminal Drug Statute" means a criminal statute involving the manufacture, distribution, dispensation, possession, or use of any controlled substance.
5. "Manager" is the Village Manager (or designee).
6. "Village Property" means any building, common area, open space, vehicle, parking lot, or other area owned, leased, managed, used or controlled by the Village. Village Property shall include property used by Village patrons while on Village sponsored events.
7. "Drugs" mean Legal Drugs and controlled substances, including cannabis, medical marijuana and the abuse of prescribed medications.
8. "Legal Drugs" mean prescription drugs, including medical marijuana and over-the-counter drugs which have been obtained legally and are being used in the manner and for the purpose for which they were prescribed or manufactured.
9. "Medical Facility" means any physician, laboratory, clinic, hospital, or other similar entity.
10. "Policy" means this Drug Free Workplace Policy of the Village of Buffalo Grove.

11. "Possess" means to have either in or on an employee's person, personal effects, desk, files, or other similar area.
12. "Public Safety Responsibility" means jobs in which an employee is entrusted with direct responsibility over the health, safety and welfare of Village patrons, either through supervision of programs or operation or maintenance of equipment.
13. "Under the Influence" means that the employee is affected by alcohol or drugs in any determinable manner. A determination of being under the influence can be established by a professional opinion, a scientifically valid test, a lay person's opinion, or the statement of a witness.

Voluntary Treatment

It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to disciplinary action. Employees who suffer from alcohol or drug problems are encouraged to voluntarily consult with their Department Director and undergo appropriate medical treatment. Participation in such treatment will be at the employee's expense, unless otherwise accommodated. Employees are encouraged to utilize the Employee Assistance Program ("EAP") benefit offered by the Village and/or apply for time off under the FMLA policy if applicable. After the fact request for assistance under this Section of the Policy will not excuse a Policy violation or limit the appropriate penalty for such violation.

Screening and Testing

The Village will require employees who are required to hold commercial driver's licenses ("CDL") as part of conditions of employment to be screened or tested per the guidelines established by the United States Department of Transportation. The Village may require employees who work on or near vehicles or machinery, handle hazardous materials or substances of any kind, or have public safety responsibility to be screened or tested on a random basis. The Village also may require any employee to be screened or tested following a workplace accident where it is reasonable to expect the employee was impaired by alcohol or drugs, during and after an employee's participation in an alcohol or drug counseling or rehabilitation program, or upon reasonable suspicion that the employee is under the influence of alcohol or drugs. The screening or testing will be conducted by a medical facility selected by the Village and the initial testing will be at the Village's expense. Any subsequent testing will be at the employees' expense at a medical facility selected by the Village. The screening or testing may require an analysis of the employee's breath, urine and/or blood or such similar substance. Employees who undergo alcohol or drug screening or testing will be given the opportunity, prior to the

collection of a specimen or other testing, to disclose the use of legal drugs, including medical marijuana, and to explain the circumstance of their use. If an initial test is positive, a second test will be conducted from the same sample. A confirmed positive drug and/or alcohol test may result in disciplinary action, up to and including termination of employment.

Each Village employee is required to sign a form consenting to such a test. Prospective employees applying for positions that require a commercial driver's license will be required to sign a consent form prior to taking the pre-employment drug screening. Prospective employees for positions that require a

pre-employment physical will be required to sign a consent form prior to taking the pre-employment physical.

Each employee and prospective employee may also be required to sign a separate consent form requested by the Medical Facility conducting the screening or testing. Refusal to sign any requested consent form will result in non-hire or disciplinary action up to and including termination of employment, as deemed appropriate by the Village, in its sole discretion, under the circumstances. Additionally, refusal to submit to a drug or alcohol test, or refusal to cooperate, will result in non-hire or disciplinary action up to and including termination of employment.

Treatment

The Village may give the employee one opportunity to undergo treatment offered by a clinic or trained professional mutually acceptable to the Village and employee. Participation in such treatment will be at the employee's expense, unless otherwise accommodated. The employee must enter the treatment program within ten (10) days from the time of recommendation of treatment. The Village may choose to reinstate the employee provided that the employee submits a statement issued by the Medical Facility certifying that the employee has successfully completed the treatment program, that the employee is released to return to work, and that the employee agrees to all conditions of reinstatement as determined by the Village, which may include, but is not limited to, future alcohol and/or drug testing. An employee who participates in a treatment program will be expected to meet job performance standards and comply with all rules established by the Village. Participation in a treatment program will not, in itself, protect the employee from disciplinary actions if job performance is unsatisfactory, and avoid disciplinary action.

Use of Legal Drugs

Any employee who works on or near vehicles or machinery, handles hazardous materials or substances of any kind, or has public safety responsibility and who has taken a legal drug (including medical marijuana) must report the use of such legal drug to the Department Director if the legal drug can affect the employee's performance by causing drowsiness or if it alters perception, judgment, or reaction time or prevents the employee from performing his or her job safely. The burden is on the employee to ascertain from his doctor or pharmacist whether or not the legal drug has such a potential side effect and to notify the Department Director to determine if some reasonable accommodation is

appropriate. The information will be retained by the Village in a confidential manner and will be disclosed only to persons who need to know. The employee's Supervisor, after conferring with the Department Director, will decide whether or not an employee may safely continue to perform his job while using the legal drug. Failure to declare the use of such legal drugs will be cause for discipline, up to and including dismissal.

Notice of Convictions

Any employee who is convicted of violating any federal or state criminal drug statute must notify their Department Director immediately (within twenty four (24) hours of conviction).

Discipline/Penalties for Violation

1. An employee who reports to work under the influence of alcohol, controlled substances, or cannabis or who manufactures, possesses, uses, sells or dispenses alcohol, controlled substances, or cannabis while on Village property, is convicted of a drug related crime, causes financial or physical damage to the Village, Village property or its employees, or fails to report the use of legal drugs in accordance with this policy, or who otherwise fails to cooperate with this policy will be disciplined and/or must successfully complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency and by the Village. On the first occurrence, discipline may consist of suspension with or without pay, termination, and/or successful completion of a drug assistance or rehabilitation program as deemed appropriate by the Village, under the circumstances. The employee shall be terminated on the second occurrence.
2. The Village shall terminate an employee (a) if the employee refuses to submit to diagnosis, testing or screening upon request of the Village; (b) if the employee tampers in any way with the specimen given to the Medical Facility for purposes of drug screening or testing; (c) if the Medical Facility recommends treatment and the employee refuses to undergo such treatment; (d) if, while undergoing treatment, the employee fails or refuses to follow the course of treatment; (e) if the employee, who in the course of or following treatment, is again under the influence of alcohol or drugs in violation of this Policy; or, (f) if the employee fails to notify their Department Director of an arrest and/or conviction for violating any federal or state Criminal Drug Statute in accordance with this policy.
3. An employee who participates in a treatment program will be expected to meet job performance standards and comply with all rules established by the Village (with or without a reasonable accommodation if the individual is disabled). Participation in a treatment program will not, in itself, protect the employee from disciplinary actions. The Village, however, will not take adverse action against an employee solely because he voluntarily and successfully completes medical treatment.

Pre-Employment Screening

After a conditional offer of employment is made, for applicable positions, in the Village's employment selection procedure, persons otherwise offered a position with the Village will be required to undertake a job related physical examination which may include a drug screening test.

Inspections

In order to assure that employees comply with the prohibition on manufacturing, distributing, dispensing, possessing, or using alcohol, controlled substances, or cannabis (including medical marijuana) and to otherwise protect Village employees, visitors and property, employees may be subject to inspection as follows (not all inclusive):

1. Lockers, desks, files, vehicles, equipment and other Village containers and property that an employee is permitted to use during employment with the Village are and remain the property

of the Village. Employees are not permitted to keep controlled substances, cannabis (including medical marijuana) or alcohol in or on such property. Any such property reasonably suspected of having or holding such substances is subject to search by the Village, including vehicles parked on Village property.

2. Any refusal (or delay) to submit to such an inspection will be treated as an act of insubordination and will result in disciplinary action which may include termination.
3. Employees should not bring any property or items on Village premises, including parking lots, unless he/she understand that such property and item is subject to disclosure under this Policy. As such, an employee should not expect privacy related to such items.

Records

The Village will maintain medical records relating to alcohol or drug abuse, diagnosis, and treatment in a confidential manner and in a file separate from the regular personnel file. Access will be limited to those who need to know. The Village will not disclose these records to persons outside the Village without the employee's consent unless disclosure of the records is necessary for legal or insurance purposes and/or as allowed by law.

Chapter 30.00 – Management Rights

30.01 - Management Rights

30.01 - Management Rights

The Village shall retain the sole right and authority to establish and administer all matters of inherent managerial policy, including but not limited to the functions of the Village government and its departments, standards of service, budgeting, organizational structure, the selection of new employees, and the direction of employees. The Village shall retain the sole right to amend its policies, procedures, rules and regulations as it deems necessary, at any time with or without prior notice. Nothing in this Manual shall be construed to limit or alter the Village's rights in this regard.

Chapter 31.00 – Savings Clause and Amendment

31.01 - Savings Clause

31.02 - Amendment

31.01 - Savings Clause

Invalidation of any chapter, section, or part of this Manual shall not affect the validity of the other chapters and sections. The Village reserves the right to amend any policy or practice to the minimum extent necessary to conform to any applicable law or ordinance.

31.02 - Amendment

Amendment of this Manual shall be considered approved and effective upon a majority vote of the Corporate Authorities, unless otherwise specifically indicated.

ACKNOWLEDGMENT FORM

I hereby acknowledge receipt of the Village of Buffalo Grove Personnel Manual ("Manual"). I agree and represent that I have read or will read the Manual in its entirety. I understand that the Manual has been developed as a reference guide for Village employees and that neither the Manual nor its individual terms constitute or represent binding contractual commitments or promises, either expressed or implied, on the part of the Village. I also understand that the policies, benefits and guidelines contained in the Manual can be changed or discontinued by the Village at any time, with or without prior notice.

I understand that no representative of the Village, other than the Village Manager (or designee), with the approval of the Corporate Authorities, has authority to enter into any employment agreement for any specific period of time or to make any binding representation or agreement, whether oral or written, contrary to the foregoing.

I understand and will comply with all policies within the Manual in addition to any other Departmental rules or policies that apply to my employment, as amended January 1, 2024 and effective January 1 Day, 2024.

Signature

Date

Print Name

Department



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 21, 2025

AGENDA ITEM 9.b. O-2025-88

Ordinance Authorizing an Engineering Services Agreement with Hampton, Lenzini and Renwick, Inc.

Contacts

Liaison: Trustee Weidenfeld

Staff: Briget Schwab

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve an ordinance authorizing the execution of a time & material contract with Hampton, Lenzini and Renwick, Inc for engineering services in an amount not to exceed \$300,000.

Summary

See attached memo.

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. 2025-00714 HLR Engineering Services Board Memo
2. Draft Ordinance HLR General Engineering and Development Review
3. Professional Services Agreement HLR 2025 - General and Dev Engineering Services



MEMORANDUM

DATE: July 14, 2025

TO: Dane Bragg, Village Manager

FROM: Briget Schwab, Village Engineer

SUBJECT: General Engineering and Development Review Services

RECOMMENDATION

Staff recommends approval of a time and material professional services agreement with Hampton, Lenzini, and Renwick, Inc (HLR, Inc) in an amount not to exceed \$300,000, subject to the review and approval of the Village Attorney.

BACKGROUND

This contract is intended to address the staffing gap resulting from the departure of the former Village Engineer, Kyle Johnson, and the promotion of Briget Schwab from Assistant Village Engineer to Village Engineer. In addition to bridging this transition, HLR, Inc will provide needed support in response to the increased workload demands, driven by ongoing development activity and Phase II of the Infrastructure Master Plan (IMP).

While the Village currently holds a general services contract with another consulting firm, they are unable to meet current needs due to seasonal demand and existing project commitments. In response, staff solicited proposals from seven engineering consulting firms for general engineering and development review services.

HLR Inc. emerged as the top candidate due to the strength of their proposed team, which includes highly experienced on-site staff and specialized personnel supporting behind the scenes, as needed. The on-site team has extensive development review experience in both Cook and Lake Counties. Notably, the proposed senior staff includes a former municipal stormwater engineering reviewer currently serving as a Village Engineer elsewhere, and a former Director of Public Works. HLR, Inc is also proposing a staff engineer that would be onsite assistance with routine permits and resident inquiries, while senior staff will focus on complex reviews and development meetings. The on-site staff will alternate as needed based on project demands and availability, ensuring flexibility and consistent coverage. This tiered and rotational approach offers both cost-effectiveness and operational efficiency.

The proposal includes:

Page 1 of 2

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- 40 hours of on-site engineering support per week
- 30 hours of virtual/remote support per week
- Development review support including attendance at weekly Plan Review Group meetings and other development related coordination meetings
- Assistance with right-of-way (ROW) permits, residential permit reviews, resident inquiries, and general engineering coordination, and
- Transition support for permanent hires in the Engineering Division.

The agreement will be structured as time-and-materials, billed only for hours worked, with a not-to-exceed amount of \$300,000. The term of the agreement is six months, which aligns with staff's expectation that recruitment will take approximately three months, followed by an additional three months to support onboarding and transitions. This structure provides the flexibility needed to maintain service levels and operational continuity during this interim period.

To build the long-term capacity of the Engineering Division and reduce reliance on contract support, staff has initiated the recruitment for both a Civil Engineer II (CE II) and a Civil Engineer I (CE I). The CE II position is being established in lieu of recruiting for an Assistant Village Engineer. Additionally, the CE I position reflects an operational adjustment, as staff does not intend to backfill the vacant Deputy Public Works Director role.

All contemplated staffing and contractual expenses fall within the Department's allocated budget resources.



ORDINANCE 2025-xxx

AN ORDINANCE AUTHORIZING AN ENGINEERING SERVICES AGREEMENT WITH HAMPTON, LENZINI AND RENWICK, INC. FOR GENERAL ENGINEERING AND DEVELOPMENT REVIEW 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 Services Agreement with Hampton, Lenzini, and Renwick, Inc. for General Engineering and Development Review Services,

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

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

SECTION 2. The Village Manager is authorized to enter into an Engineering Services Agreement attached herein with Hampton, Lenzini, and Renwick, Inc. for General Engineering and Development Review Services at a total price not to exceed \$300,000, subject to review by the Village Attorney.

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

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

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
General Engineering and Development Review 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:

Hampton, Lenzini and Renwick, Inc.
Address: 1707 N. Randall Road, Suite 100, Elgin, IL 60123
Attn: Randy Newkirk, PE, Municipal Manager
Phone: 847-697-6700
Email: rnewkirk@hlreng.com

B. Project Description. The Consultant shall provide General Engineering and Development Review Services for the Village of Buffalo Grove as further described in Exhibit A and 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.
- D. **Reporting.** The Consultant shall regularly report to the Village Engineer, or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

- A. **Agreement Amount.** The total amount billed for the Services during the term of this Agreement shall not exceed the amount identified in the Schedule of Prices section in Exhibit B, unless amended pursuant to Subsection 8A of this Agreement.
- B. **Invoices and Payment.** The Firm shall submit invoices to the Village for all Services and subcontractor services monthly. The Invoices shall be in a Village approved and itemized format for those portions of the Services performed and completed by the Firm. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit 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.

SECTION 4. PERSONNEL SUBCONTRACTORS.

- A. **Key Project Personnel.** The Key Project Personnel identified in Exhibit A and 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 highest 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. The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. **Indemnification.** The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Village or the Consultant, indemnify, save harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, except to the extent caused by the sole negligence of the Village.
- C. **Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the Village, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit C to this Agreement. For good cause shown, the Village Manager may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Director may impose in the exercise of his sole discretion. Such certificates and policies 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, modification in, 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 and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Firm's employees, except to the extent those claims arise as a result of the Village's own negligence

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

- A. **Relationship of the Parties.** The 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 and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. **No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code 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 A and B.
- F. **Term.** The term of this agreement shall be dictated by the requirements of the individual project.

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 ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. 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 quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

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 without liability for further payment of amounts due or to become due under this Agreement.
3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

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
- N. **Favorable Terms.** Consultant represents that all of the benefits and terms granted by Firm herein are at least as favorable as the benefits and terms granted by Firm to Illinois Home Rule Municipalities

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

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

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS (cont.)

- O. **Joint Purchasing/Purchasing Extension.** The purchase of goods and 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.

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 naming 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")
1650 Leider Lane
Buffalo Grove, IL 60089
Attn: Briget Schwab, PE, Village Engineer
Email: bfschwab@vbg.org

With a copy to

Law Firm: Shain Banks
70 W Madison Street, Suite 5400
Chicago, IL 60602
Attention: Patrick T. Brankin, Partner
Email: pbrankin@schainbanks.com

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

Hampton, Lenzini and Renwick, Inc ("Consultant")
1707 N. Randall Road, Suite 100
Elgin, IL 60123
Attention: Randy Newkirk, PE, Municipal Manager
Email: rnewkirk@hlreng.com

SECTION 8. GENERAL PROVISIONS (cont)

- E. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of this Agreement.
- H. **Governing Laws.** This Agreement shall be interpreted according to the 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
- 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.

SECTION 8. GENERAL PROVISIONS (cont)

- 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: _____

Dane Bragg, Village Manager

Date: _____

Firm

By: _____

Randal G. Newkirk, Vice President/Corporate Secretary

Title: _____

Date: _____

Exhibit A. and Exhibit B.
Description of Work and Agreed Upon Pricing Structure

Description of Work

The consulting engineer will be responsible for the detailed review and evaluation of all civil engineering aspects of proposed development projects. This includes, but is not limited to, commercial, residential, industrial, and mixed-use developments. The review process will encompass the entire project lifecycle, from conceptual planning and preliminary engineering to final design and construction.

Key Responsibilities:

- **Plan Review:** Conduct comprehensive reviews of all submitted engineering plans, specifications, reports, and calculations. This includes providing written comments and recommendations to the applicant and the Village, ensuring that all design elements meet the requirements of the Village of Buffalo Grove Municipal Code, engineering standards, and other applicable local, state, and federal regulations.
- **Coordination:** Liaise with Village staff, including the Engineering Services, Community Development, Public Works, and Fire Departments, to ensure a coordinated and efficient review process. The consultant will also communicate directly with the applicant's design professionals to clarify review comments and facilitate necessary revisions.
- **Compliance Verification:** Verify that the proposed designs for site layout, grading, paving, utilities, stormwater management, and other infrastructure components are in conformance with established engineering principles and Village standards.
- **Permit Review Support:** Assist the Village in the review of applications for various permits, including but not limited to, land development, right-of-way, and utility permits. This includes reviewing required supporting documentation for technical adequacy.
- **Meetings and Presentations:** Attend pre-application, staff review, and other project-related meetings as required. The consultant may also be called upon to provide expert testimony or presentations at public meetings, such as those of the Planning and Zoning Commission or the Village Board.
- **Construction Observation and As-Built Review:** While the primary focus is on pre-construction review, the scope may be extended to include periodic construction observation to ensure that the project is being built in accordance with the approved plans. The consultant will also review as-built drawings to confirm that the completed infrastructure meets Village requirements for acceptance and dedication.

Potential Review Items for Development Projects

The following is a comprehensive, though not exhaustive, list of potential review items that will be examined for development projects within the Village of Buffalo Grove.

I. Site Development

- **General Site Plan Review:**
 - Verification of property lines, easements, and rights-of-way.
 - Review of building setbacks and overall site layout for compliance with zoning regulations.

- Evaluation of site grading and drainage patterns.
- Assessment of erosion and sediment control plans, including compliance with the National Pollutant Discharge Elimination System (NPDES) requirements.
- Review of tree preservation and landscaping plans in coordination with the Village Forester.
- Verification of dimensions and materials for all proposed site features.

II. Roadway and Pavement Design

- Geometric Design:
 - Review of horizontal and vertical alignment of proposed public and private roadways.
 - Verification of lane widths, cross-slopes, and superelevation.
 - Assessment of intersection design, including turning radii and sight distance analysis.
- Pavement Structure:
 - Review of geotechnical reports and pavement design calculations for proposed roadways and parking lots.
 - Verification of pavement material specifications (e.g., asphalt, concrete).
 - Assessment of subgrade preparation and compaction requirements.
- Traffic Control:
 - Review of proposed signage and pavement markings for compliance with the Manual on Uniform Traffic Control Devices (MUTCD).
 - Evaluation of traffic calming measures where applicable.

III. Pedestrian and Bicycle Facilities

- Sidewalks and Pathways:
 - Verification of sidewalk and multi-use path locations, widths, and cross-slopes.
 - Review of connectivity to existing and proposed pedestrian networks.
- ADA Compliance:
 - Thorough review of all pedestrian facilities to ensure full compliance with the Americans with Disabilities Act (ADA), including curb ramps, detectable warnings, and accessible routes.
- Crosswalks and Intersections:
 - Evaluation of proposed crosswalk markings, signage, and any associated traffic signal modifications.

IV. Stormwater Management

- Stormwater Management Ordinances
 - Review developments in accordance with Lake County Watershed Development Ordinance and amendments approved by the Village
 - Provide accreditation for fully certified community including wetlands.
- Hydrologic and Hydraulic Analysis:
 - Review of stormwater management reports, including drainage calculations for runoff rates and volumes.
 - Verification of design storms and methodologies used in the analysis.

- Detention and Retention:
 - Assessment of the design and capacity of proposed detention/retention basins.
 - Review of outlet control structures and release rates.
- Storm Sewer System:
 - Evaluation of the proposed storm sewer layout, pipe sizes, materials, and slopes.
 - Review of inlet and manhole spacing and design.
- Water Quality:
 - Assessment of best management practices (BMPs) for improving stormwater quality, such as vegetated swales, permeable pavements, and other sustainable design features.

V. Utilities

- Water Main:
 - Review of proposed water main layouts, sizes, and materials for compliance with Village and Illinois Environmental Protection Agency (IEPA) standards.
 - Verification of fire hydrant and valve locations and spacing.
 - Assessment of connections to the existing public water supply system.
- Sanitary Sewer:
 - Evaluation of proposed sanitary sewer layouts, pipe sizes, slopes, and materials.
 - Review of manhole design and locations.
 - Assessment of connections to the existing public sanitary sewer system.
- Other Utilities:
 - Coordination with and review of plans for private utilities, including but not limited to natural gas, electricity, and telecommunications, to identify and mitigate potential conflicts with public infrastructure.

VI. Other Necessary Permits and Submittals

The consulting engineer will also verify that the applicant has obtained or applied for all other necessary permits, which may include but are not limited to:

- Village of Buffalo Grove Permits:
 - Land Development Permit
 - Right-of-Way Occupancy Permit
 - Utility Permits
- Metropolitan Water Reclamation District of Greater Chicago (MWRDGC):
 - Watershed Management Ordinance (WMO) Permit for stormwater management and flood control.
- Illinois Environmental Protection Agency (IEPA):
 - Permit to Construct for public water main extensions.
 - NPDES Permit for Stormwater Discharges from Construction Activities.
- Illinois Department of Transportation (IDOT):
 - Permits for any work within the state right-of-way.
- U.S. Army Corps of Engineers:
 - Permits for any impacts to wetlands or waters of the United States.

In addition to the development review services detailed herein, Hampton, Lenzini and Renwick, Inc. (HLR) is pleased to offer our full spectrum of professional services to the Village of Buffalo Grove under this same contractual framework. This provides the Village with a streamlined and efficient process to leverage our extensive capabilities for other projects and tasks as needed. Our comprehensive services include, but are not limited to, construction engineering and observation, land and route surveying, structural engineering for bridges and buildings, environmental sciences and permitting, traffic services, and the design of capital improvement projects. HLR is prepared to act as a versatile and responsive partner, ready to support the diverse engineering needs of the Village of Buffalo Grove.

Staff:

Amy McKenna, PE, CFM – Lead Reviewer and Village’s Main Point of Contact

Chris Olcott, PE, CFM, CPESC – Stormwater Reviewer

Lillian Prince, PE, CFM – Stormwater Reviewer

Troy Strange, PE – Site/Civil Reviewer

Alex Riegler, PE – Site/Civil Reviewer

Conor McGarvey, EIT – Staff Reviewer

Drew Donohue, EIT – Staff Reviewer

Dan Streit– Building Official / Plan Reviewer

Pat Hickey, PWS, CWS, CPESC, CA – Wetland Review Specialist

Eric Haglund, PLS – Plat Reviewer

For engineering services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit. Other out-of-pocket expenses will be reimbursed at our actual cost.

Employee Classification	2025 Rates	Employee
PRINCIPAL	\$ 240.00	
ENGINEER 6	\$ 220.00	Randy Newkirk, Chris Olcott
ENGINEER 5	\$ 200.00	Troy Strange
ENGINEER 4	\$ 190.00	Amy McKenna, Alex Riegler, Lillian Prince
ENGINEER 3	\$ 175.00	
ENGINEER 2	\$ 145.00	Conor McGarvey, Drew Donohue

ENGINEER 1	\$ 130.00	
STRUCTURAL 2	\$ 240.00	
STRUCTURAL 1	\$ 200.00	
TECHNICIAN 3	\$ 170.00	Dan Streit
TECHNICIAN 2	\$ 140.00	
TECHNICIAN 1	\$ 115.00	
INTERN/TEMPORARY	\$ 70.00	
LAND ACQUISITION	\$ 180.00	
SURVEY 2	\$ 180.00	Eric Haglund
SURVEY 1	\$ 130.00	
ENVIRONMENTAL 3	\$ 190.00	Pat Hickey
ENVIRONMENTAL 2	\$ 140.00	
ENVIRONMENTAL 1	\$ 115.00	
ADMINISTRATION 2	\$ 155.00	
ADMINISTRATION 1	\$ 100.00	

These rates will remain in effect through December 31, 2025. In the event our services are required after that date, we will submit revised rates to be utilized through December 31, 2026.

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

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

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the 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, agents, employees and volunteers.
2. 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. 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. 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. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

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

G. Verification of Coverage

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

The Certificate of Insurance shall state the Village of Buffalo Grove has been endorsed as an "additional insured" by the Vendor's insurance carrier. Specifically, this Certificate must include the following language: **"The Village of Buffalo Grove, and it's respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number_____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the agreement term."**

H. Subcontractors

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

I. Assumption of Liability

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

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by 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: July 21, 2025

AGENDA ITEM 11.a.

Pre-Application Discussion for Kenley Residential Development at 16523-16737 Aptakisic Road

Contacts

Liaison: Trustee Ottenheimer

Staff: Nicole Woods

Staff Recommendation

Staff recommends referral.

Recommended Motion

I move to refer to the proposal Kenley Residential Development at 16523-16737 Aptakisic 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 - Kenley Residential Development - 16523-16737 Aptakisic Road
2. Plan Set - Kenley Residential Development - 16523-16737 Aptakisic Road

DATE: July 21, 2025

TO: Dane Bragg, Village Manager

FROM: Nicole Woods, Community Development Director
Kelly Purvis, Deputy Community Development Director

SUBJECT: Pre-application discussion for a residential development at 16523-16737 Aptakisic Road

RECOMMENDATION

Staff recommends discussion and a referral of the project to the Planning and Zoning Commission.

PROJECT BACKGROUND

MI Homes, is the contract purchaser of eight properties located at 16523-16737 Aptakisic Rd. The subject property, outlined in red in Figure 1., is in unincorporated Lake County, is approximately 35.5-acres, zoned for residential use, and improved with multiple homes and a landscape nursery.

The developer is proposing to construct 37 single-family homes and 152 townhome units on the property to be called Kenley Subdivision. The project will require annexation and approval of an Annexation and Development Agreement, a Residential Planned Unit Development, a Zoning Map Amendment, a Plat of Subdivision, Preliminary Plan, and potentially Variations from the Zoning and/or Sign Codes. Prior to starting the formal application process, the petitioner is seeking comments from the Village Board along with a referral to the PZC. The appropriate school districts and Park District have been informed of this project as it continues to evolve.

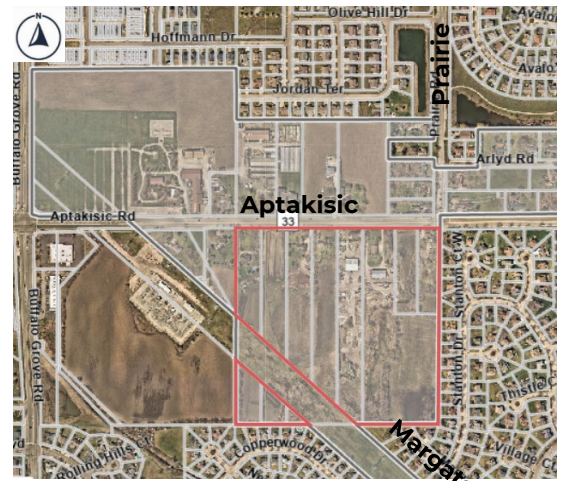


Figure 1. Aerial image of the Subject Property

PLANNING & ZONING ANALYSIS

Plan Overview

Drawing upon some of the design principles of Link Crossing development located just north of the site, the Kenley Development will offer residential uses in a variety of styles, along with connections to bike paths and the greater sidewalk network. The proposed 189-unit residential development will include 37, 2-story single-family homes on the east part of the site, ranging in size from approximately 2,900 -3,500 sf and 152, 2-3 story townhome units ranging from 1,800-2,300 sf. The single-family portion of the development will offer 7 floor plans from which to choose with 3-6 bedrooms and 2-3 car garages

depending upon the options selected by the buyer. The townhomes will offer two floor plans with 3 bedrooms, some of which will feature a first-floor primary bedroom.

Land Use and Zoning

Overall, the project aligns with future and existing land uses and zoning. The 2009 Comprehensive Plan recommends that these parcels include a combination of uses: mixed-use commercial/residential on the northwest part of the site, residential PUD (6 units/acre) on the southwest part of the site, and single-family residential on the east. However, recent discussions related to the new 2050 Comprehensive Plan that is underway, recommend the area's future land use to be attached single-family on the west that transitions to single-family on the east (as shown in Figure 3), so to fit within the single-family neighborhood context directly east of the site.

At an overall density of 5.12 units per acre, the Kenley development has a density similar to Waterbury Place (5.93), which also features a mix of single-family and single-family attached homes. It is denser than the Link Crossing development (3.84 units per acre), which spans approximately 50-acres.

At this time, the developer is requesting an R-7 zoning designation upon annexation of the property to the Village, however that zoning designation may change as the project evolves.

Based upon the conceptual plans, the proposed buildings are all setback a minimum of 30 feet from Aptakisic Road, which complies with Code requirements. Variations for spacing between buildings may be needed to accommodate the proposed plan and additional variations may be identified as more detailed plans are provided.

Access, Traffic and Parking

In anticipation of future development of the area, KLOA completed a corridor and access study for the Aptakisic Corridor. The two proposed access locations for the Kenley development along Aptakisic Road align with what was recommended in the study. It should be noted that the study also recommends providing cross-access to the south with Margate Drive, allowing access to Aptakisic Road from the existing Old Farm Village Subdivision and connectivity

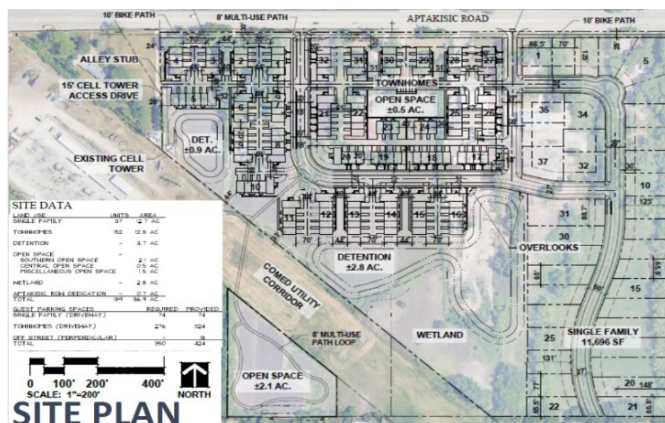


Figure 2. Site Plan



Figure 3. Future Land Use Map

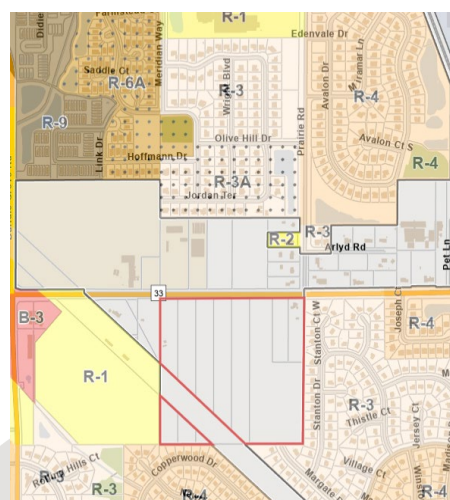


Figure 4. Zoning Map of the Surrounding Area

between adjacent subdivisions, consistent with proper planning practice. This connection will continue to be explored and evaluated as the project progresses.

Building upon the Aptakisic Corridor study, an additional Traffic Impact Statement (TIS) has been prepared by KLOA specifically for the Kenley development and submitted as part of the plan set. The TIS indicates that the traffic generated by the proposed development will not have a significant impact and can be accommodated by the existing roadway system. As noted above, access to the site will be provided off Aptakisic Road in two locations. The eastern access will be restricted to right-in/right-out only movements and the western access will be designed to allow full movements with one inbound and two outbound lanes. The TIS confirms the recommendation for cross-access via Margate Drive. The internal road network includes both private and public roads as well as private alleys.

Every unit in the development will have at least a two-car garage and a driveway that can accommodate two additional cars. In addition, the plans show 18 off-street parking stalls for guests scattered throughout the site. Overall, 424 parking spaces are proposed for the development (2.2 spaces per dwelling unit), which complies with the code requirement of 333 parking spaces (2 spaces for each single-family unit and 1.7 spaces per townhome unit).

A new pedestrian network is proposed within the development providing connectivity between the townhomes and the single-family units as well as the surrounding neighborhood. A 10-foot bike path is also proposed along the south side of Aptakisic Road, which will connect to an 8-foot multi-use path that will loop through the development. The bike path will also connect to a bike trail that will be installed by the County at a future date.

Architecture/Development Character

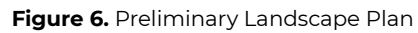
The proposed character of the development is a blend between contemporary and rustic farmhouse architectural styles. The townhomes and single-family units will feature Hardie Fiber Cement Siding, standing seam metal roof accents, and Buechel Stone. The single-family homes will be offered in a variety of styles and colors, while the townhomes will have a neutral color pallet in either charcoal or espresso. Staff will continue to work with the developer on the building elevations through the review process.



Figure 5. Rendering of the Townhomes

Through a combination of courtyards, detention areas, preserved wetlands, and landscaped yards, nearly 1/3 (29%) of the development area will remain open green space. A more detailed landscaping plan will be submitted and reviewed by staff as part of the formal application process.

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.



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
- Plat of Subdivision
- Preliminary Plan
- Zoning/Sign Variations



CHICAGO DIVISION
2135 City Gate Ln
Suite 620
Naperville, IL 60563

July 8, 2025

Attention:

Ms. Nicole Woods
Director of Community Development
Village of Buffalo Grove
50 Raupp Boulevard
Buffalo Grove, IL 60089

Re: Kenley Concept Plan Submittal: 16675-16775 Aptakisic Road, Unincorporated Prairie View, Illinois

Dear Nicole Woods:

On behalf of M/I Homes Chicago LLC, I am delighted to submit the attached Concept Review Package and associated documents with respect to the proposed community to be known as Kenley, M/I's proposed redevelopment of approximately 35.58 acres of land consisting of PINs 15-28-100-007, 15-28-100-008, 15-28-100-009, 15-28-100-010, 15-28-100-011, 15-28-100-012, 15-28-100-013, 15-28-100-014. M/I is the contract purchaser of the eight parcels of land from seven sellers pursuant to several real estate purchase contracts.

M/I has assembled these parcels as the perfect canvas for a thoughtfully designed community of 37 single-family homes and 152 townhomes. Both the single-family homes and the townhomes are designed in an architectural style that is intended to complement the aesthetic of Buffalo Grove. With its prime location and inherent charm, this setting provides an ideal foundation for creating a neighborhood that contains new homes at multiple price points to serve a variety of residents. Kenley will present the opportunity for a variety of 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. Primarily, it will contribute 189 total new units to the local housing stock, thereby introducing a fresh wave of consumers eager to support local businesses. Additionally, the project will strengthen the Village's property tax base, fostering economic vitality and long-term sustainability. The community will also provide open spaces and parks, providing opportunities for rest and recreation. 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.

In connection with this redevelopment, M/I intends to request the annexation of the property into the Village of Buffalo Grove and the rezoning of the property to the R-7 Dwelling District while seeking a Special Use for a Residential Planned Unit Development, with limited variations, and approval of a plat of subdivision for the property. In furtherance of the foregoing, we have attached the following documents for your review and consideration:

1. Petition for Concept Plan Review
2. Concept Review Package (including Concept Site Plan, Elevations and Floor Plans)
3. Thumbnail Traffic Study

M/I proposes to construct the single-family homes in the style of M/I's "Classic Series" and the townhomes in the style of M/I's "Town Square Series," both of which blend contemporary elegance with

WELCOME TO BETTER



CHICAGO DIVISION
2135 City Gate Ln
Suite 620
Naperville, IL 60563

the warmth of rustic farmhouse charm, as showcased in the attached Concept Review Package. Each style is distinct in character, yet together the various styles weave a harmonious and cohesive community. The single-family homes will be attractive two-story residences, ranging in size from 2,888 to 3,486 square feet, featuring four spacious bedrooms with two to three car garages at ground level and will provide ample living space. The target market for the single-family homes includes professionals, young couples, growing families and those who desire a residence that reflects their personal style and evolving lifestyle needs. The townhomes will be attractive two and three-story units ranging from 1,800 to 2,300 square feet, featuring three spacious bedrooms. Some of the townhome units will feature a first-floor primary bedroom. Three-bedroom townhomes are in high demand in the greater Chicagoland area. M/I's Town Square design is an extremely popular style with functional layouts, highly livable units, and desirable open floor plans. The target market for these units includes single professionals, young couples, divorcees and others seeking low-maintenance alternatives to single family detached homes. Kenley will offer a perfect fit to first-time homebuyers looking for a place to plant their roots, families seeking room to grow, and individuals wanting well-designed space to balance work and leisure.

The Concept Plan accommodates two detention areas, which together consist of approximately 3.7 acres. The Concept Plan additionally includes connections from the Kenley community to the existing multi-use path to the southwest and the bicycle path to the north. This connection offers a seamless transition for pedestrian and recreational access. The multi-use path leads to an inviting open space with a meandering path. Additionally, the design includes a planned vehicular connection to the existing residential community to the south, as well as direct vehicular access to Aptakisic Road to the north, enhancing connectivity and ensuring smooth traffic flow in all directions.

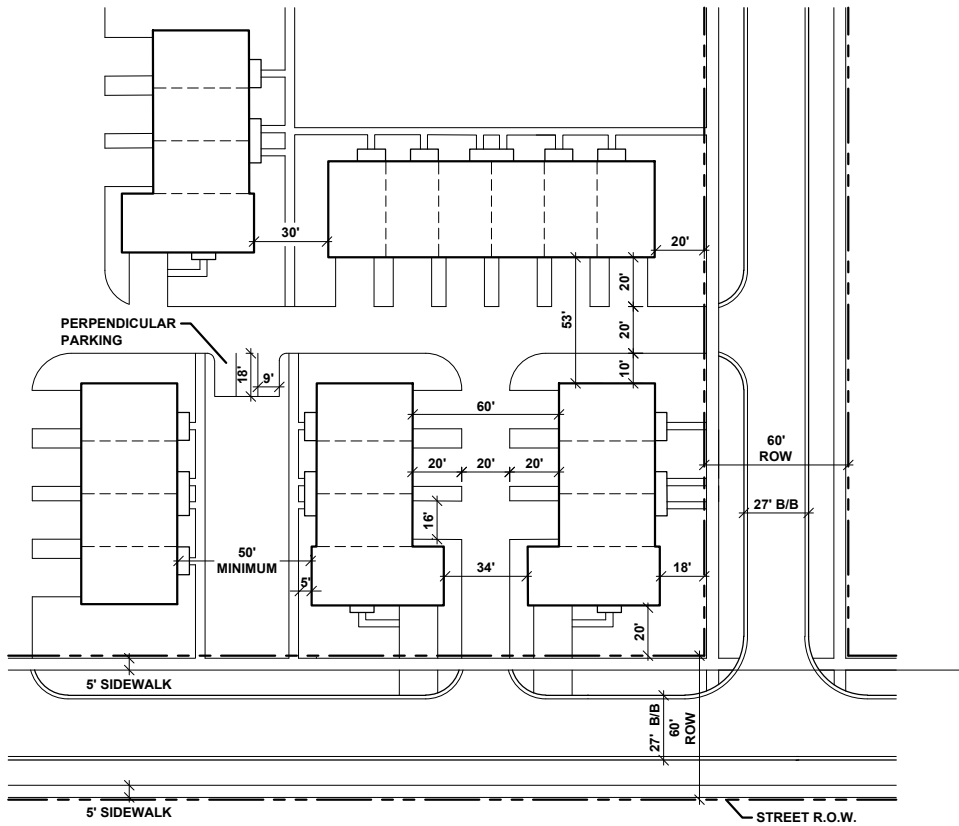
We respectfully request your consideration of the attached Concept Plan and discussion of the same at the next available Village Board Meeting.

Please do not hesitate to contact me with any questions regarding the foregoing. We look forward to discussing your comments on this exciting project.

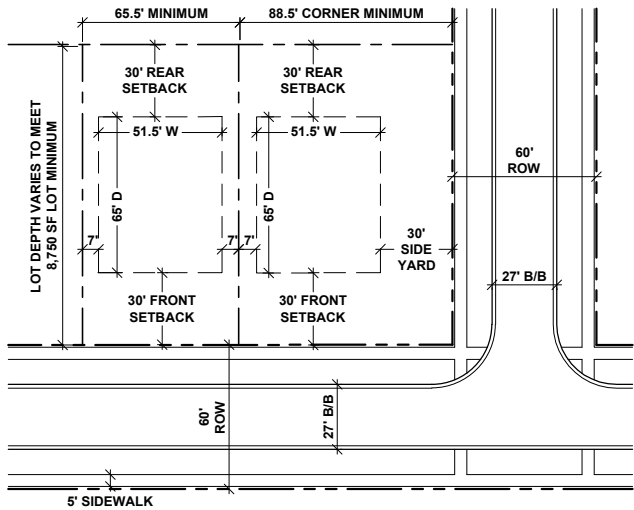
Regards,

Anna Sutton

Anna Sutton
Land Planning Entitlement Manager



TYPICAL TOWNHOME LOT
SCALE: 1" = 80'

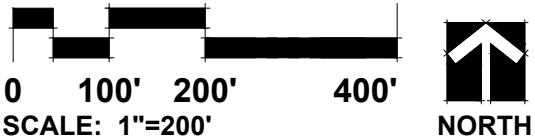
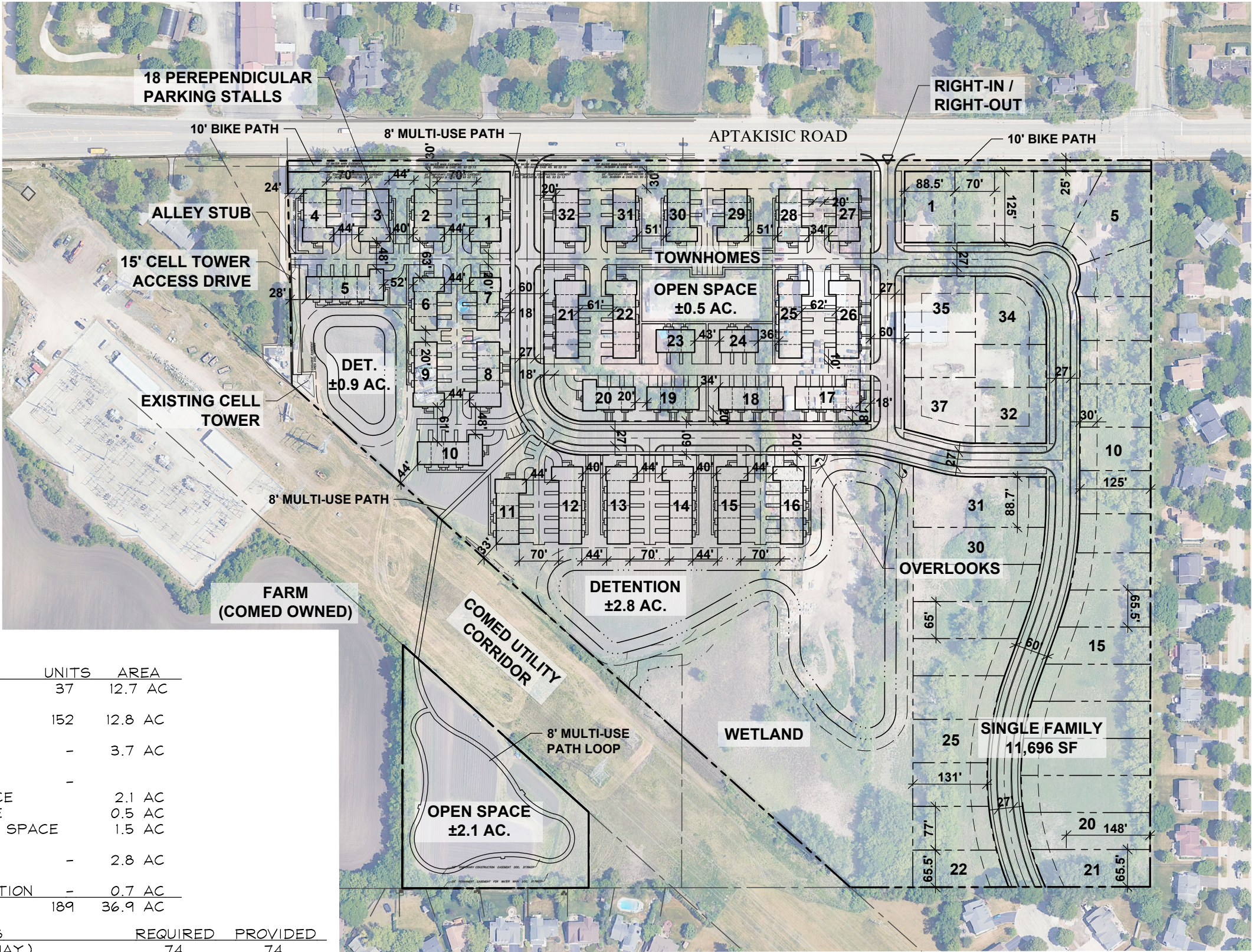


TYPICAL SINGLE FAMILY LOT
SCALE: 1" = 80'

SITE DATA

LAND USE	UNITS	AREA
SINGLE FAMILY	37	12.7 AC
TOWNHOMES	152	12.8 AC
DETENTION	-	3.7 AC
OPEN SPACE	-	-
SOUTHERN OPEN SPACE	-	2.1 AC
CENTRAL OPEN SPACE	-	0.5 AC
MISCELLANEOUS OPEN SPACE	-	1.5 AC
WETLAND	-	2.8 AC
APTAKISIC ROW DEDICATION	-	0.7 AC
TOTAL	189	36.9 AC

GUEST PARKING SPACES	REQUIRED	PROVIDED
SINGLE FAMILY (DRIVEWAY)	74	74
TOWNHOMES (DRIVEWAY)	276	324
OFF STREET (PERPENDICULAR)	-	18
TOTAL	350	424



KENLEY - CONCEPT PLAN
BUFFALO GROVE, ILLINOIS

06.24.2025



GARY R. WEBER ASSOCIATES, INC. LAND PLANNING ECOLOGICAL CONSULTING LANDSCAPE ARCHITECTURE WWW.GRWAINC.COM



Kenley

BUFFALO GROVE, ILLINOIS

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M/I HOMES

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Zachary E. Kenitzer
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asutton@mihomes.com

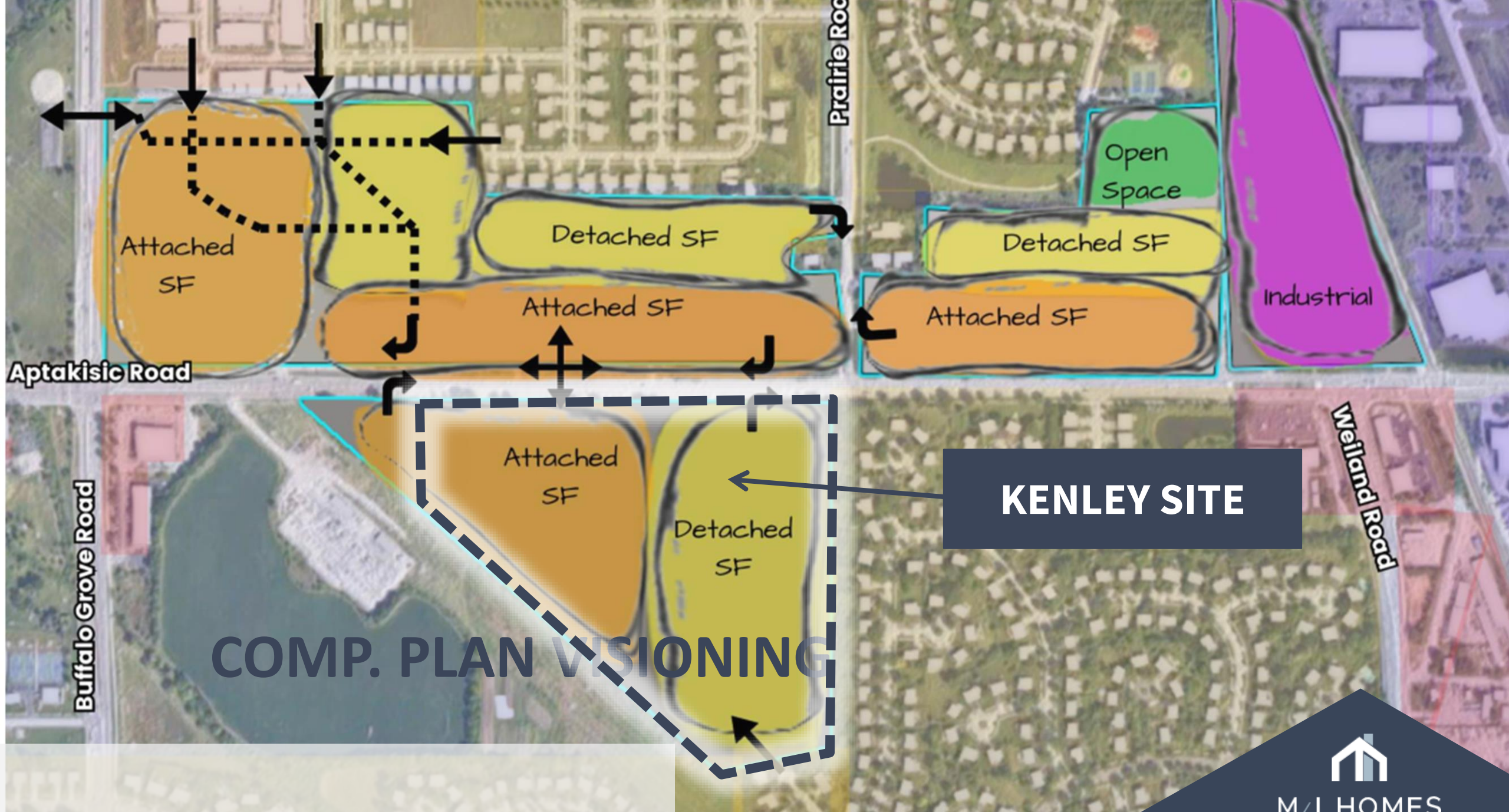


Ryan Champine
Land Analyst
rchampine@mihomes.com



**“Welcoming neighborhoods,
walkability, open and green
spaces, a mix of developments
and uses, and central gathering
places.”**

VISION FOR 2050

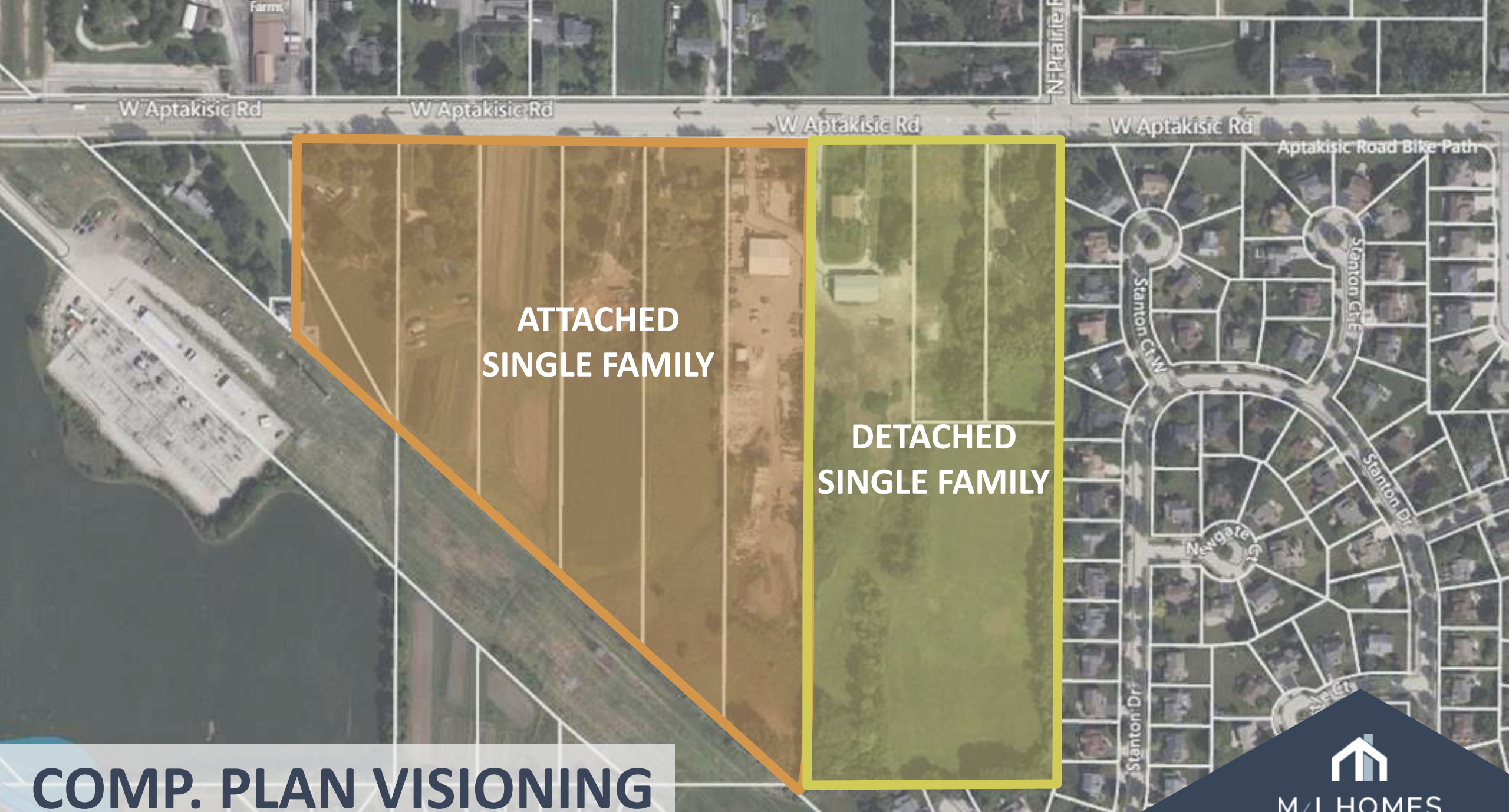


KENLEY SITE

COMP. PLAN VISIONING



M/I HOMES



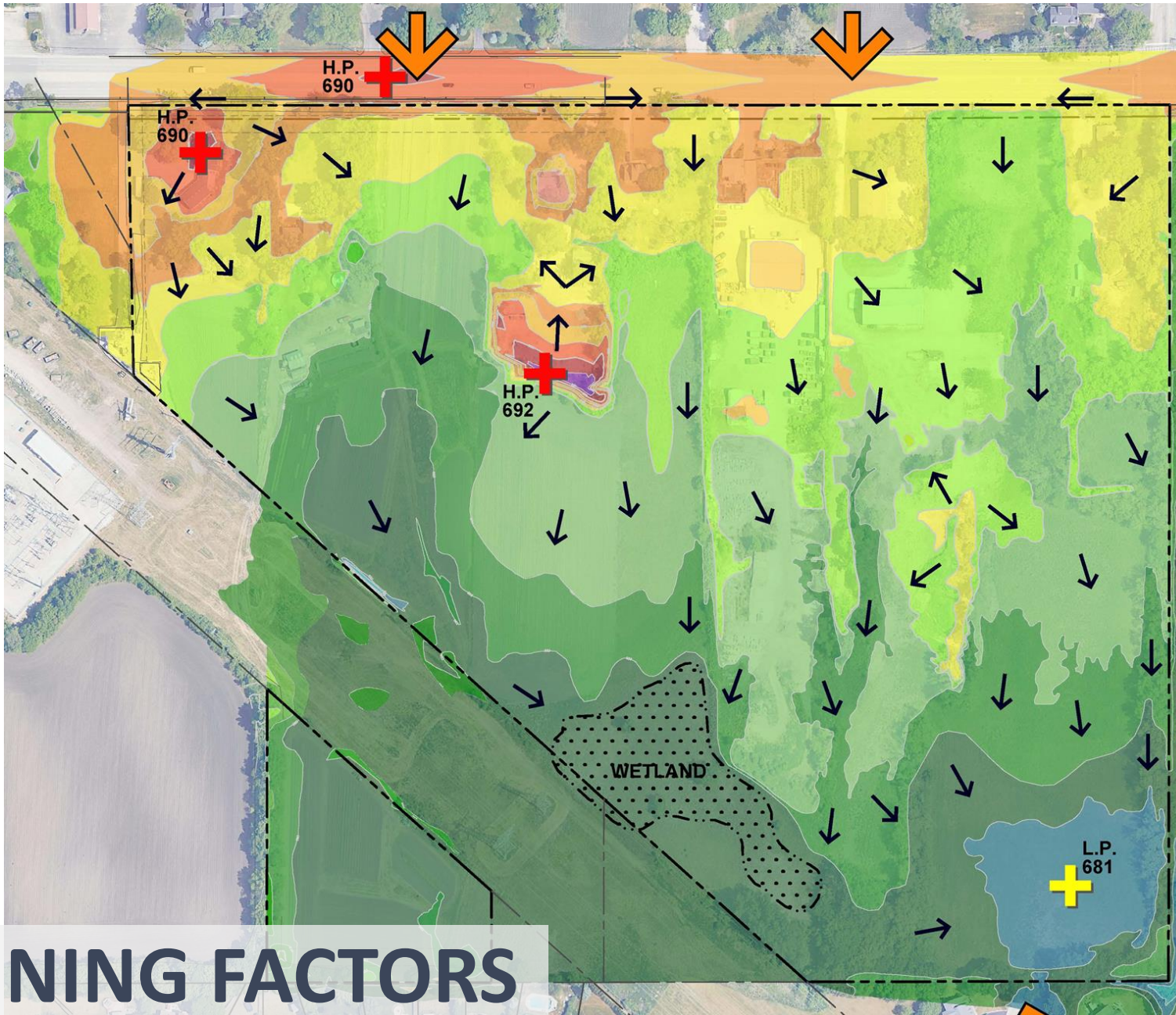
COMP. PLAN VISIONING

DIVERSITY OF HOUSING



M/I HOMES

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LEGEND

- ELEVATION: 692 - 693
- ELEVATION: 691 - 692
- ELEVATION: 690 - 691
- ELEVATION: 689 - 690
- ELEVATION: 688 - 689
- ELEVATION: 687 - 688
- ELEVATION: 686 - 687
- ELEVATION: 685 - 686
- ELEVATION: 684 - 685
- ELEVATION: 683 - 684
- ELEVATION: 682 - 683
- ELEVATION: 681 - 682
- ELEVATION: 680 - 681
- WETLAND
- + HIGH POINT
- + LOW POINT
- OVERLAND FLOW
- ➔ ACCESS POINT

PLANNING FACTORS

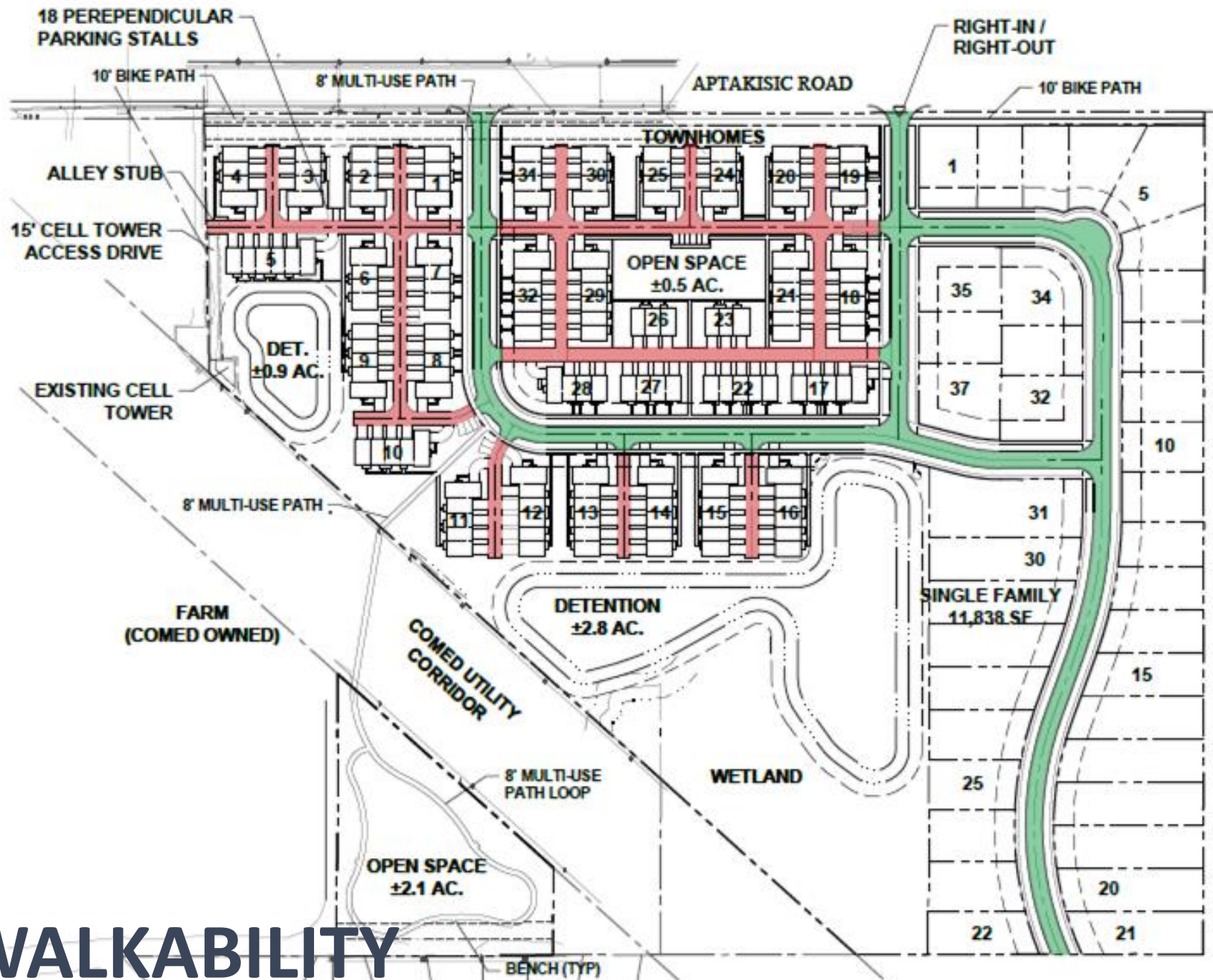


LANDSCAPE PLAN



M/I HOMES

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LEGEND

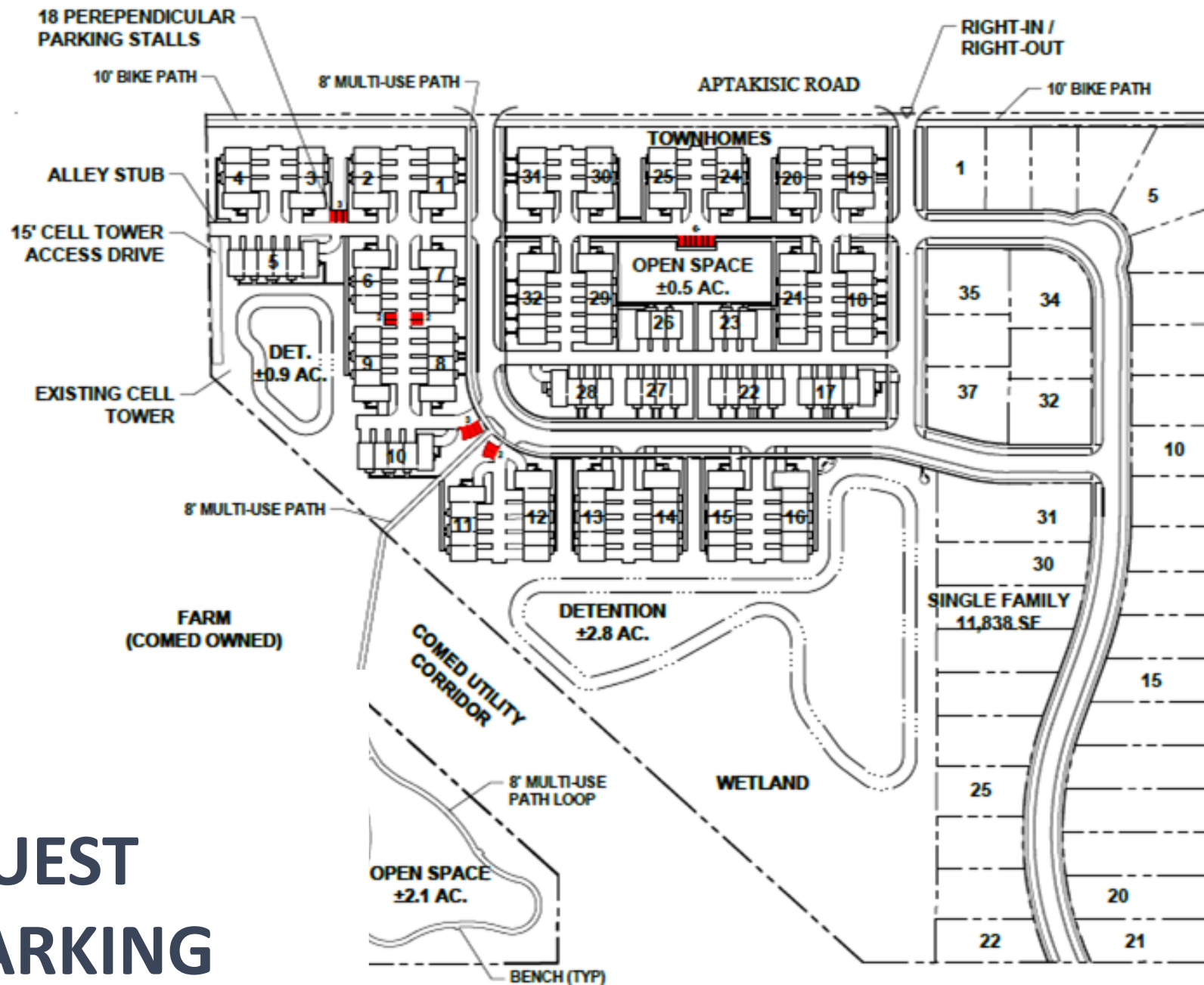
Key	Description
	PUBLIC STREET
	PRIVATE DRIVE

WALKABILITY



M/I HOMES

GUEST PARKING



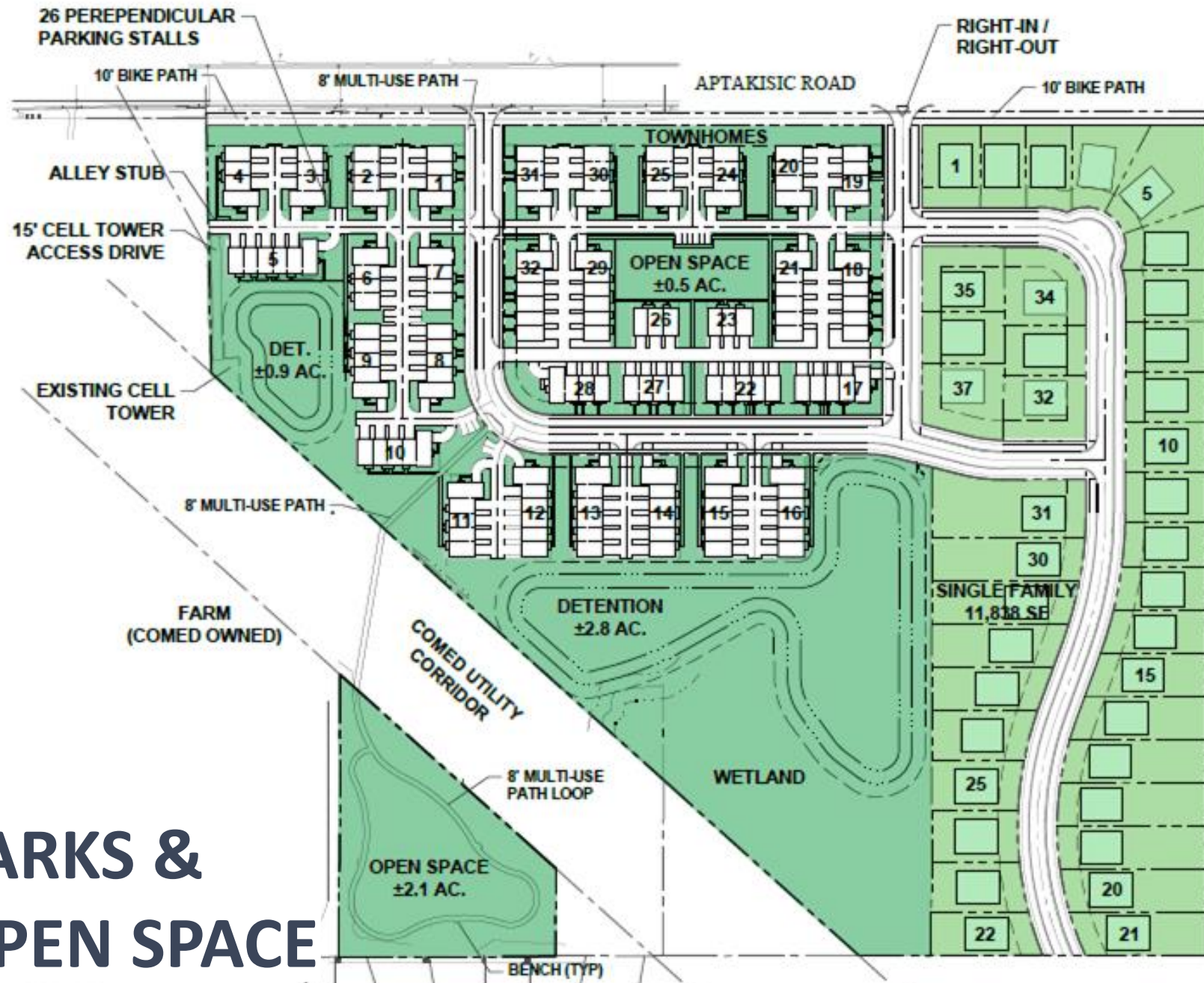
PARKING DATA

GUEST PARKING SPACES	REQUIRED	PROVIDED
SINGLE FAMILY (DRIVEWAY)	74	74
TOWNHOMES (DRIVEWAY)	276	324
OFF STREET (PERPENDICULAR)	-	18
TOTAL	350	416



M/I HOMES

PARKS & OPEN SPACE



LEGEND

Key	Description
	OPEN SPACE GENERAL
	OPEN SPACE SINGLE FAMILY LOT
	OPEN SPACE SINGLE FAMILY BUILDING BLOCK



M/I HOMES

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ATTACHED SINGLE FAMILY – FRONT

ESPRESSO PALETTE



M/I HOMES

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Pearson
Left Elevation



Pearson
Right Elevation



Pearson

Madison

Madison

Madison

Madison

Pearson

ATTACHED SINGLE FAMILY – REAR & SIDE

ESPRESSO PALETTE



Pearson

Madison

Madison

Madison

Madison

Pearson

ATTACHED SINGLE FAMILY – FRONT

IRON-GRAY PALETTE



M/I HOMES

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Pearson
Left Elevation



Pearson
Right Elevation



Pearson

Madison

Madison

Madison

Madison

Pearson

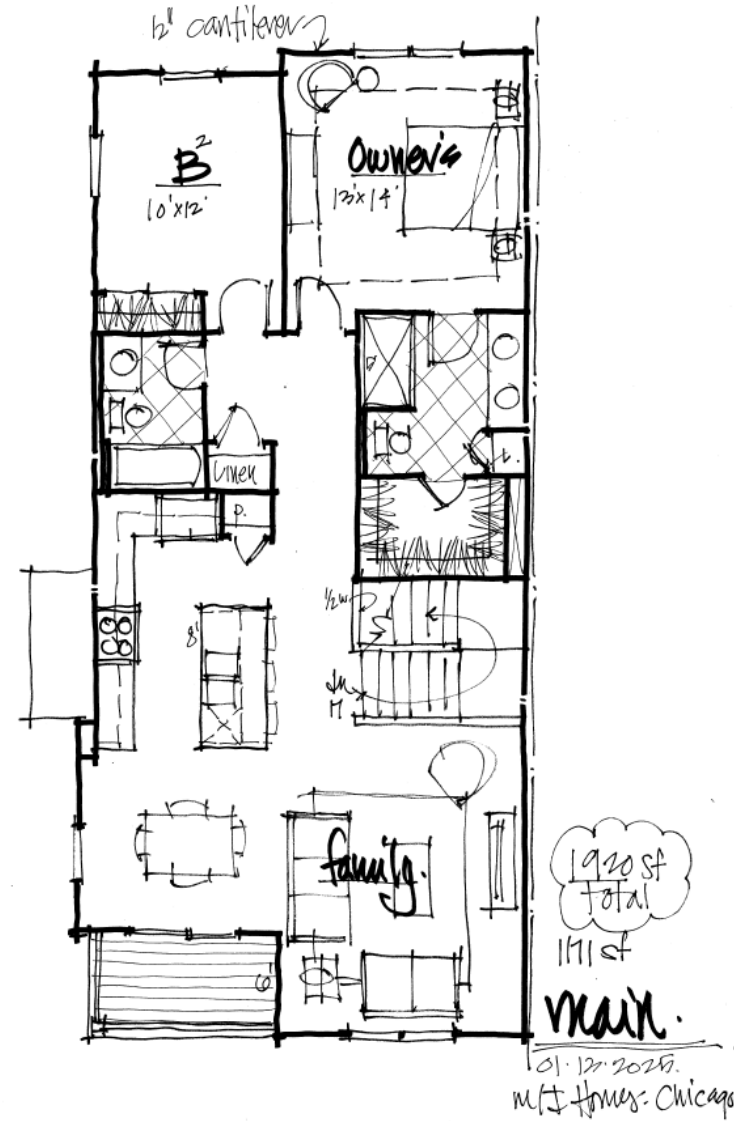
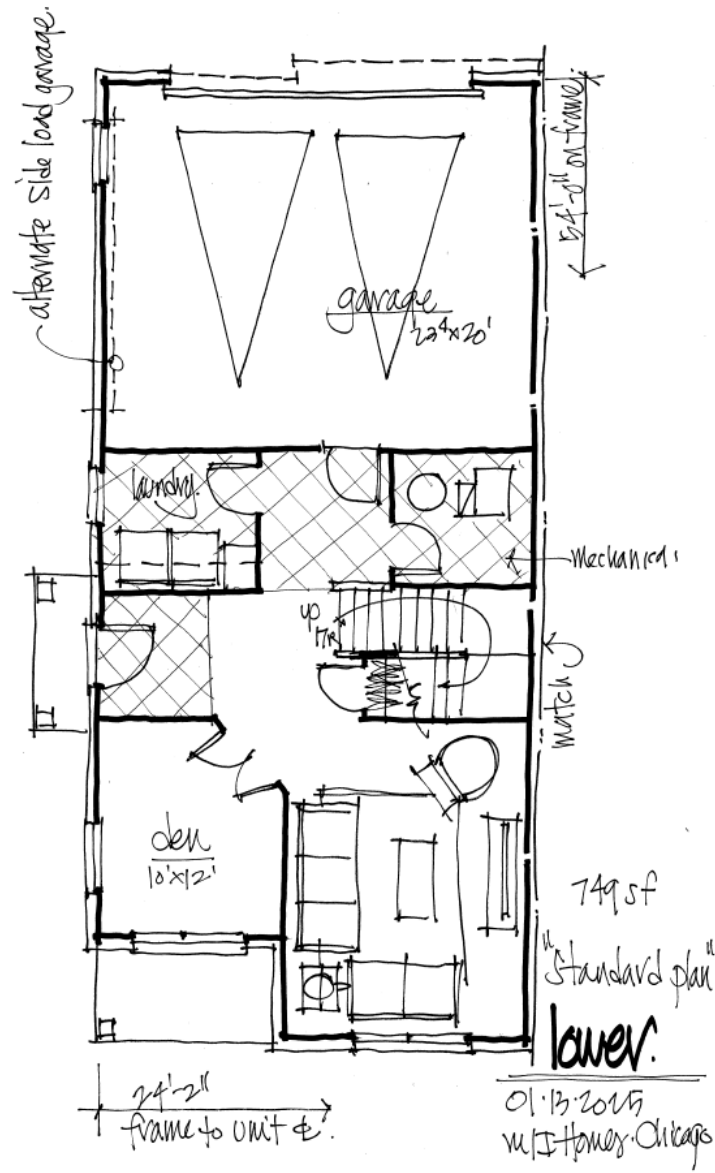
ATTACHED SINGLE FAMILY – REAR & SIDE

IRON-GRAY PALETTE



M/I HOMES

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ATTACHED SINGLE FAMILY – FLOOR PLAN



ATTACHED SINGLE FAMILY - CHARACTER



M/I HOMES

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PARKS & OPEN SPACE - CHARACTER



M/I HOMES

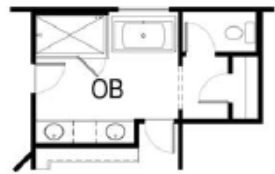
Page 412 of 465

1

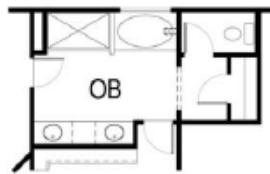


ESSEX – 2,888 sq. ft.

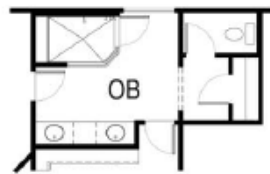
DETACHED SINGLE FAMILY – 5 ELEVATION OPTIONS & VARIOUS COLOR PALETTES



Owners Bath
Free-standing Tub



Owners Luxury
Bath



Owners Bath
Walk-in Shower



Fireplace



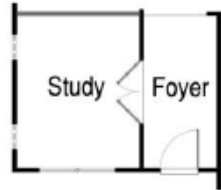
Flex Bay



Breakfast Bay



Morning Room



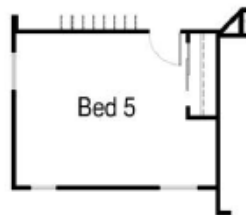
Study



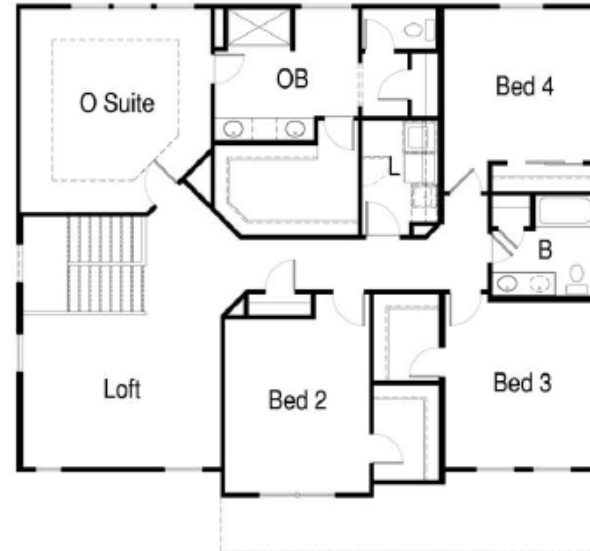
Guest Room



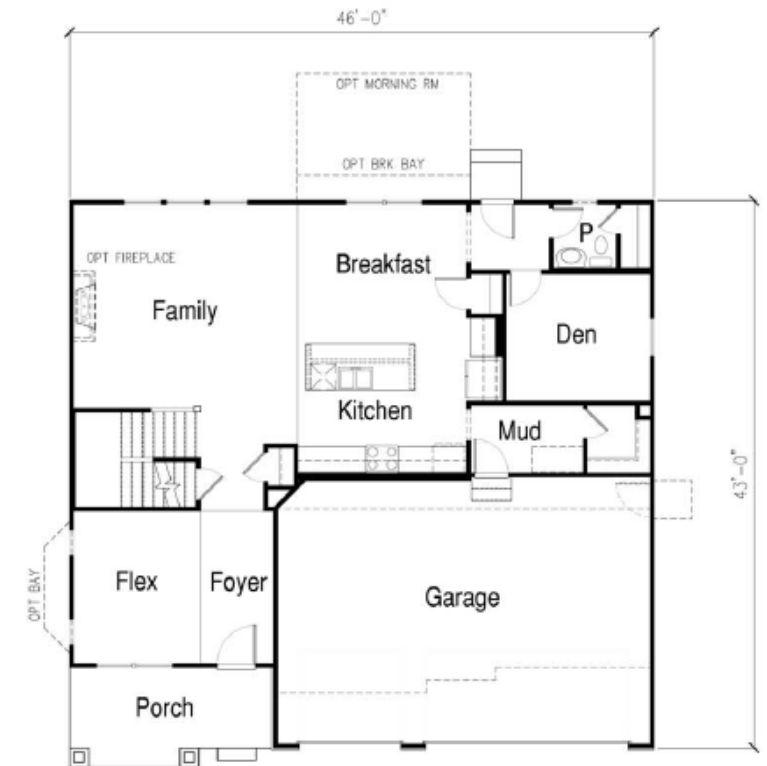
Bedroom 2 Suite



Bedroom 5



Upper Floor Plan



Main Floor Plan

Plan Options

ESSEX – FLOOR PLAN

DETACHED SINGLE FAMILY



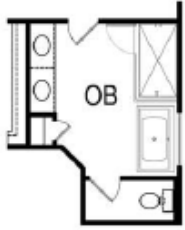
M/I HOMES

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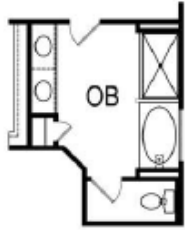


FAIRCHILD – 3,006 sq. ft.

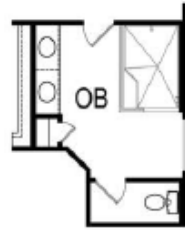
DETACHED SINGLE FAMILY – 5 ELEVATION OPTIONS & VARIOUS COLOR PALETTES



Owners Bath
Free-standing Tub



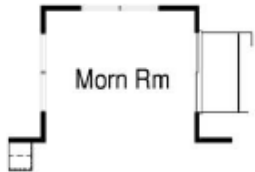
Owners Luxury
Bath



Owners Bath
Walk-in Shower



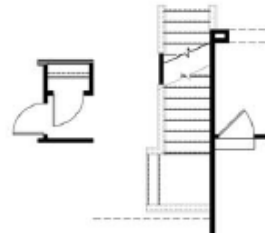
Dining Bay



Morning Room



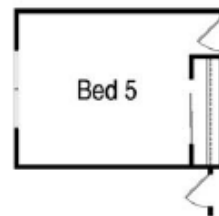
Breakfast Bay



Open Stairs



Dining Room

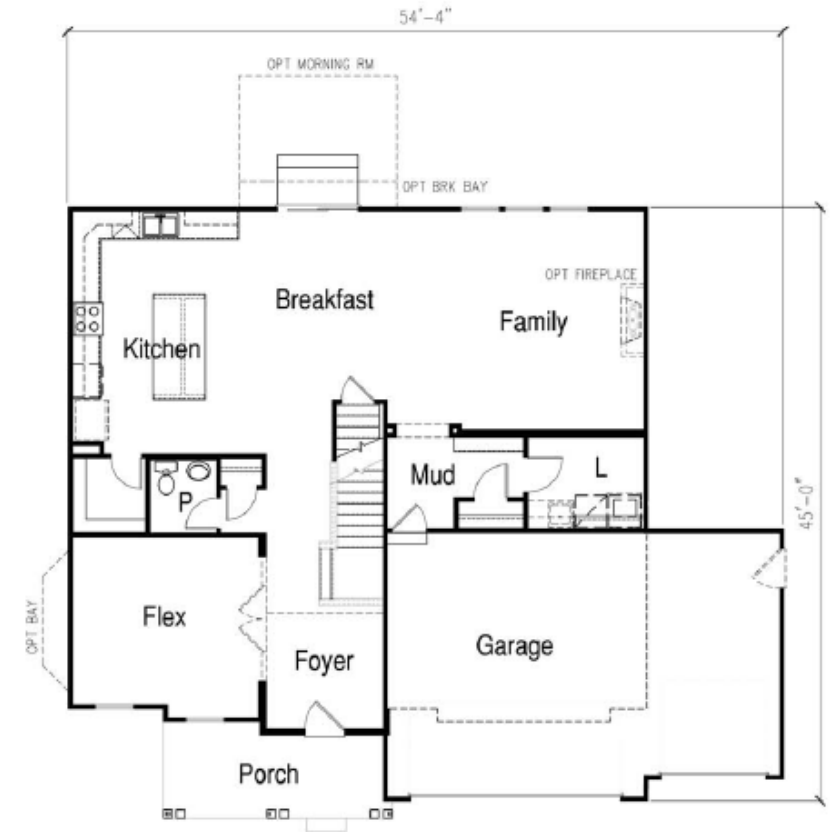


Bedroom 5

Plan Options



Upper Floor Plan



Main Floor Plan

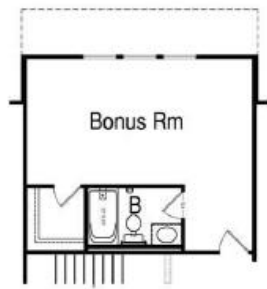
FAIRCHILD – FLOOR PLAN

DETACHED SINGLE FAMILY

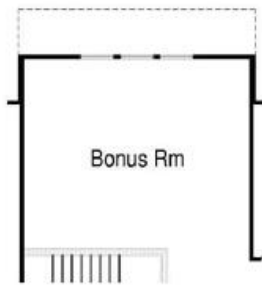


HUDSON – 3,163 sq. ft.

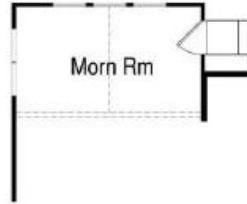
DETACHED SINGLE FAMILY – 5 ELEVATION OPTIONS & VARIOUS COLOR PALETTES



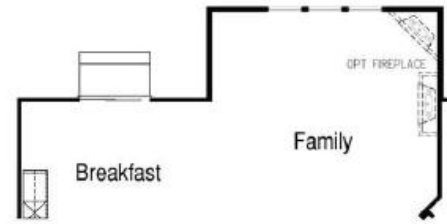
Bonus Room w/ Bath



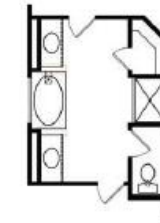
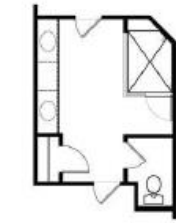
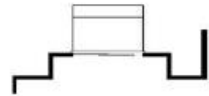
Bonus Room



Morning Room



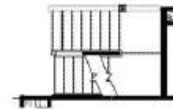
Extended Family Room

Owners Bath
Free-standing TubOwners Luxury
BathOwners Bath
Walk-in Shower

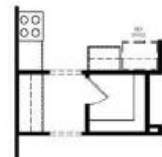
Breakfast Bay



Guest Room



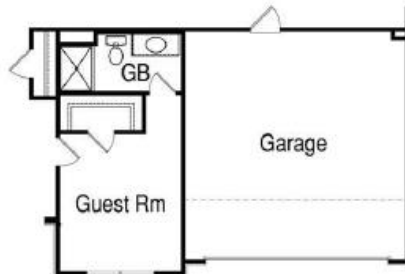
Open Stairs



Butler Pantry



Flex Bay



Guest Suite



In-Law Suite



Upper Floor Plan



Main Floor Plan

Plan Options

HUDSON – FLOOR PLAN

DETACHED SINGLE FAMILY



M/I HOMES

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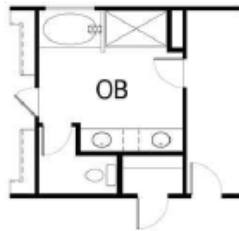


LYNDALE – 3,361 sq. ft.

DETACHED SINGLE FAMILY – 5 ELEVATION OPTIONS & VARIOUS COLOR PALETTES



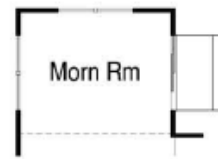
Owners Bath
Free-standing Tub



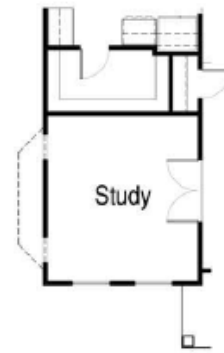
Owners Luxury
Bath



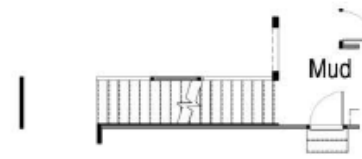
Owners Bath
Walk-in Shower



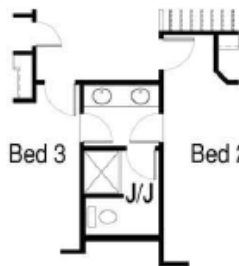
Morning Room



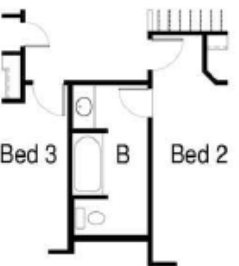
Study



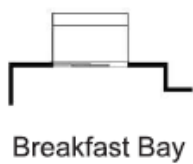
Open Stairs



Jack/Jill Bath



Bedroom 2 Suite



Breakfast Bay



Guest Room



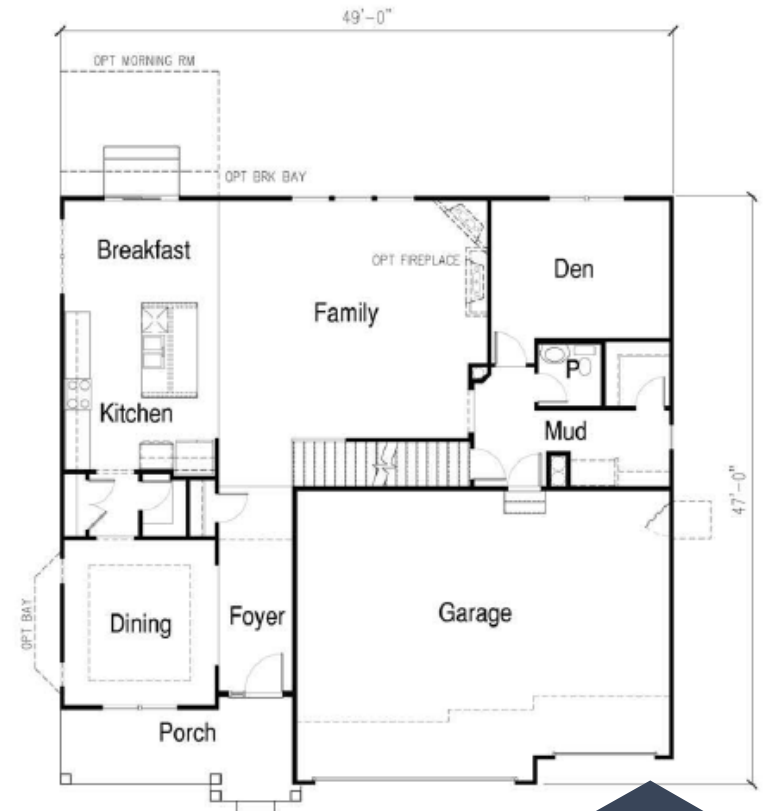
Bedroom 5 Suite



Butler Pantry



Upper Floor Plan



Main Floor Plan

Plan Options

LYNDALE – FLOOR PLAN

DETACHED SINGLE FAMILY



M/I HOMES

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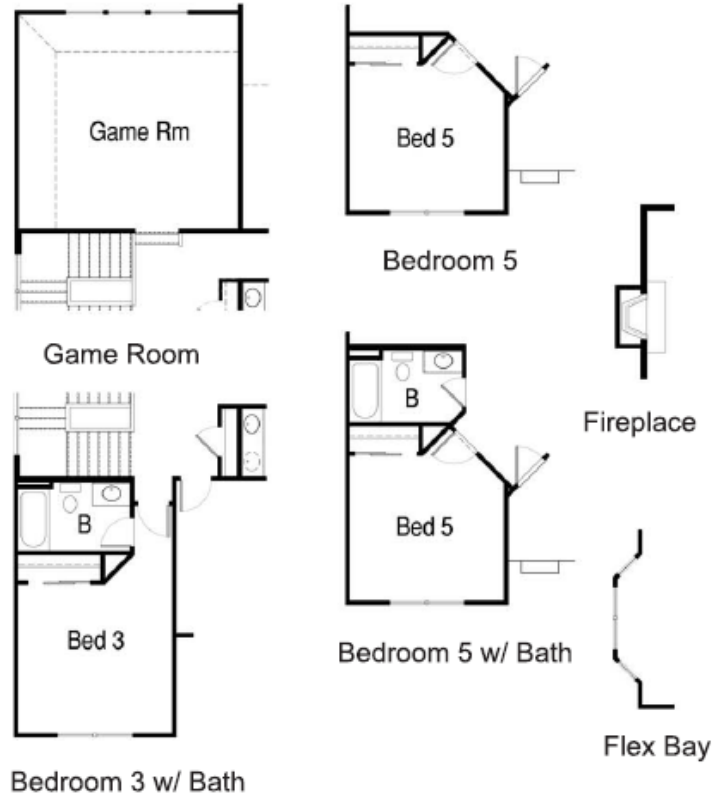
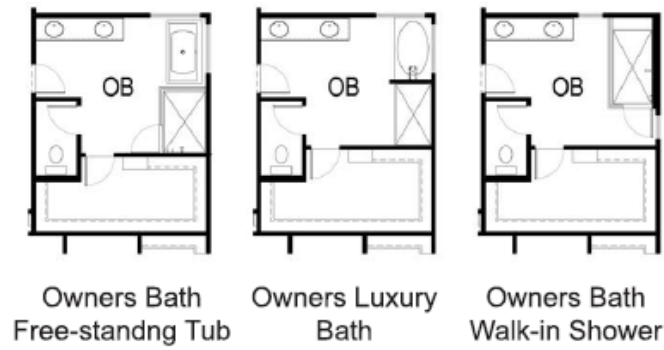
SUTCLIFF - FRONT

DETACHED SINGLE FAMILY – 4 ELEVATION OPTIONS & VARIOUS COLOR PALETTES

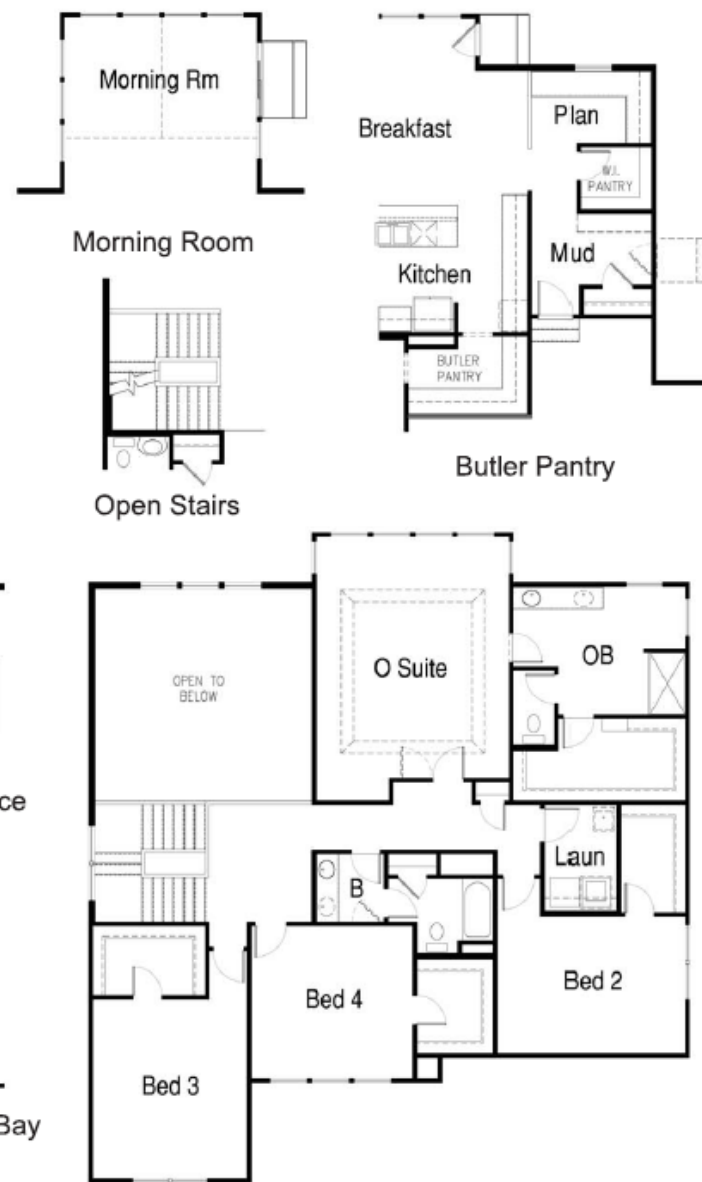


M/I HOMES

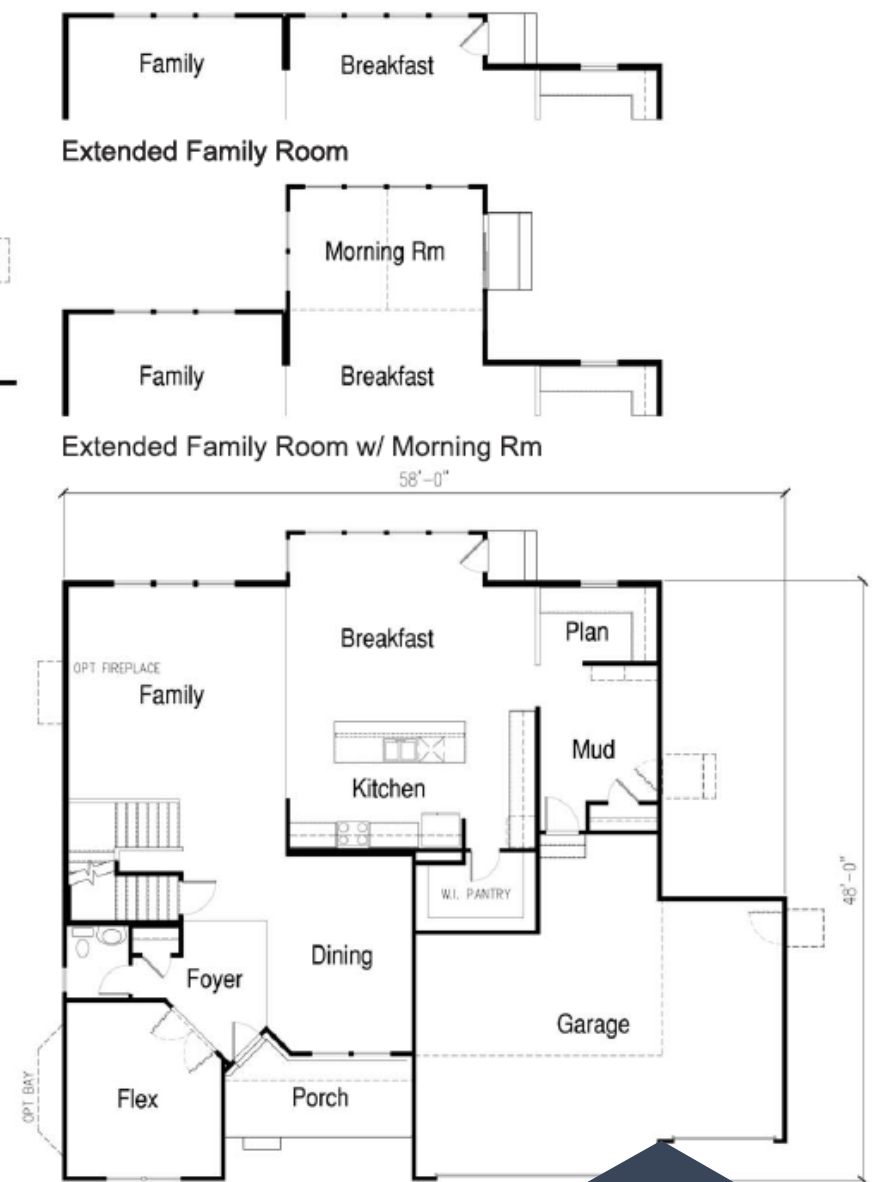
Page 421 of 465



Plan Options



Upper Floor Plan



Main Floor Plan

SUTCLIFF – 3,486 sq. ft.

DETACHED SINGLE FAMILY

MEMORANDUM TO: Anna Sutton
M/I Homes of Chicago, LLC

FROM: Luay R. Aboona, PE, PTOE
Principal

DATE: April 15, 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 Townes at Kenley, a proposed residential development to be located in Buffalo Grove, Illinois. The 35.58-acre site is located in the southwest quadrant of the intersection of Aptakisic Road with Prairie Road and is proposed to contain 37 single-family homes and 168 townhomes. Access is proposed off Aptakisic Road and a connection to Margate Drive. **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

Aptakisic Road (Lake County A44) is classified by the Illinois Department of Transportation (IDOT) as an east-west minor arterial roadway and by Lake County as a County Highway. The roadway provides two east-west through lanes in each direction divided by a painted median providing left-turn storage at major intersections. The roadway is under traffic signal control at its intersections with Buffalo Grove Road, Prairie Road, and Weiland Road. The Wisconsin Central Limited railroad at-grade crossing is located approximately 330 feet east of Weiland Road. The posted speed limit is 45 mph through the study area. Aptakisic Road is under the jurisdiction of the Lake County Division of Transportation (LCDOT) and has an Annual Average Daily Traffic (AADT) volume between 11,900 and 13,700 vehicles (IDOT 2023).

Weiland Road (Lake County W17) is a north-south major collector that provides two lanes in each direction with exclusive turn lanes provided at all major intersections. At its signalized "T" intersection with Aptakisic Road, Weiland Road is widened to provide dual left-turn lanes and dual right-turn lanes. Weiland Road is under the jurisdiction of LCDOT, has a posted speed limit of 40 mph, and has an AADT of 8,750 vehicles.



Aerial View of Site

Figure 1

Prairie Road (Lake County W17) is classified by IDOT as a north-south minor arterial roadway and by Lake County as a County Highway. The roadway extends from Aptakisic Road north to Half Day Road (IL 22) and generally provides one north-south through lane in each direction divided by a painted median providing left-turn storage at major intersections. The roadway is under traffic signal control at its intersection with Aptakisic Road. Prairie Road has a posted speed limit of 40 mph, has an AADT of 5,650 vehicles, and is under the jurisdiction of LCDOT.

Buffalo Grove Road (Lake County W14) is classified by the Illinois Department of Transportation (IDOT) as a north-south minor arterial roadway and by Lake County as a County Highway. The roadway provides two through lanes in each direction divided by a landscaped median providing left-turn storage at major intersections. The roadway is under traffic signal control at its intersection with Aptakisic Road. The posted speed limit is 40 mph. Buffalo Grove Road is under the jurisdiction of LCDOT and has an AADT volume between 8,550 and 9,550 vehicles (IDOT 2023).

Margate Drive is a local residential roadway that extends from Thompson Boulevard to its terminus at the site's property line. Margate Drive is under the jurisdiction of the Village of Buffalo Grove.

Traffic Signal Interconnect

Aptakisic Road extends from IL 83 east to Milwaukee Avenue (IL 21/US Route 45). Along its stretch, there are 10 traffic signals that are interconnected and part of the Lake County Passage system. The traffic signals operate on a 140-second cycle length during the weekday morning and evening peak hours. The exception to this is the traffic signal at Weiland Road, which operates at a 128-second cycle length during the weekday morning peak hour and at a 132-second cycle length during the weekday evening peak hour.

Buffalo Grove Road extends from Hintz Road north to U.S. Route 45. Along its stretch, there is a signal interconnect system that extends from IL 22 to IL 83 and is part of the Lake County Passage system.

Development-Generated Traffic Volumes

As discussed above, the residential development is to consist of 37 single-family homes and 168 townhomes. 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) and "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.

Table 1
ESTIMATED PEAK HOUR TRIP GENERATION

ITE Land-Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Saturday Midday Peak Hour		
		In	Out	Total	In	Out	Total	In	Out	Total
210	Single-Family Detached Housing (37 Units)	8	22	30	25	14	39	202	202	404
215	Single-Family Attached Housing (168 Units)	20	62	82	57	40	97	615	615	1,230
Total New Trips		28	84	112	82	54	136	817	817	1,634

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's traffic will average approximately two trips per minute.
- When compared to the daily traffic on Aptakisic Road, the traffic from the proposed development will result in an increase of approximately seven percent.
- When compared to the peak hour traffic volumes at the intersection of Aptakisic Road with Prairie Road, the proposed development will increase traffic through the intersection by less than five percent.

Site Access

Access to the proposed development will be provided off Aptakisic Road at two locations. The eastern access road will be located approximately 480 feet west of Prairie Road and will be restricted to right-turns in and out only. The restriction will be enforced via a triangular island median and signage with outbound movements under stop sign control. The western access road will be located approximately 1,110 feet west of Prairie Road and will be designed to allow full movements with one inbound lane and two outbound lanes. A westbound left-turn lane should be provided on Aptakisic Road which can be accommodated via restriping the median. Outbound movements should be under stop sign control.

Additional access will be provided via a connection to Margate Drive. Such connection will enhance the connectivity between the two adjacent neighborhoods and will improve the access flexibility for both. Some of the existing residents within the Old Farm Village subdivision will be able to access Aptakisic Road directly via this connection while future residents of the proposed development can access Weiland Road more directly, thus reducing the traffic load on the external roadway system.

Conclusion

Based on the proposed plan and the preceding evaluation, the following is concluded:

- The traffic that will be generated by the proposed development can be accommodated by the existing roadway system.
- The proposed development-generated traffic will not have a significant impact on area roadways, as it is projected to increase peak hour traffic by less than five percent.
- Access to the proposed development will be provided off Aptakisic Road and via a connection to Margate Drive.
- The proposed access system will be adequate in accommodating the proposed development-generated traffic as well as the existing traffic within the adjacent neighborhood.

Appendix



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 21, 2025

AGENDA ITEM 11.b.

Pre-Application Discussion for Riverwalk Apartments Development at 0 Riverwalk Drive

Contacts

Liaison: Trustee Ottenheimer

Staff: Nicole Woods

Staff Recommendation

Staff recommends referral.

Recommended Motion

I move to refer to the proposal Riverwalk Apartments Development at 0 Riverwalk Drive 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 - Riverwalk Apartments - 0 Riverwalk Dr
2. Plan Set - Riverwalk Apartments - 0 Riverwalk Dr.

DATE: July 21, 2025

TO: Village Manager Dane Bragg

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

SUBJECT: Pre-application for Riverwalk Apartments Development, 0 Riverwalk Drive

RECOMMENDATION

Staff recommends discussion and referral of the project to the Planning and Zoning Commission.

PROJECT BACKGROUND

SFP Properties is the contract purchaser of the property at 0 Riverwalk Drive, located just west of the existing Riverwalk Place Apartments, as shown in Figure 1. The property is 2.79 acres of unimproved land within the Riverwalk North development, zoned MUPD: Mixed Use Planned Unit Development District.

In 2003, the Village approved a Planned Unit Development Ordinance for Riverwalk North project, which expanded over 15 acres and included a proposed six-story hotel, an eight-story office building, a four-story parking structure, and a six-story residential development. It also approved an alternative plan for a six-story residential building that would have replaced the office building and parking garage, as shown in Figure 2.

Riverwalk Place Apartments, currently located on the east side of the site, was the only element of the plan that has been developed. In 2022, the Village approved a surface parking lot on the southern end of the site, but that has not been constructed.

SFP Properties is proposing to construct a 4-story, 64-unit apartment building, Riverwalk Apartments, on the north western corner of the site, where the hotel was originally envisioned. The project will require various approvals, including: An amendment



Figure 1: Subject Property

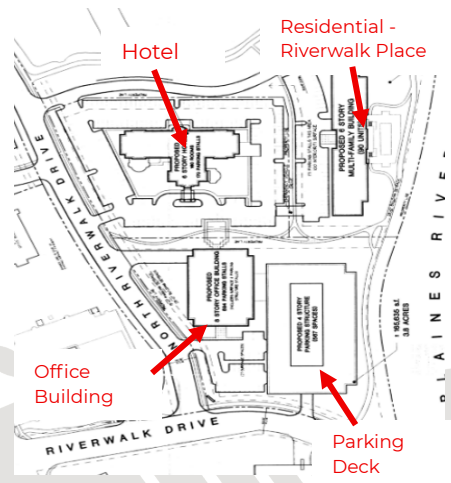


Figure 2: Previously Approved Riverwalk North Plan

to the Annexation Agreement for Riverwalk North, an amendment to the Riverwalk North Planned Unit Development Ordinance, 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.

PLANNING & ZONING ANALYSIS

Plan Overview

The proposed residential development, which will target young professionals and empty nesters, will include 26 one-bedroom units, 34 two-bedroom units, and 4 three-bedroom units. The units will range in size from approximately 700 to 1,500 square feet. The site will provide 106 parking stalls, with 12 tuck-under garage spaces proposed on the south side of the building. The building will feature a modern transitional style of architecture, incorporating a mix of masonry and fiber-cement materials with wood tone lap siding accents, as shown in Figure 4. Each unit will either have a private balcony or a first-floor patio area.



Figure 3: Proposed Rendering of Southeast Elevation



Figure 4: Proposed Site Plan

At the northwest corner of the property, will be an “Amenity Lawn” and an outdoor terrace featuring fire pits, seating areas, and other potential amenities for residents. A courtyard is also planned in the middle of the site, which will be fully landscaped.

Land Use and Zoning

Riverwalk Apartments aligns well with the future land use for this property as well as within the surrounding zoning and land use and development context. The 2009 Comprehensive Plan designates the property as a commercial site. Recent discussions related to the new 2050 Comprehensive Plan, which is

underway, recommend the area's future land use to be Mixed-Use designation that includes commercial, office, residential, civic/cultural, and public uses.

The proposed project looks to retain the Mixed Use Planned Development (MUPD) District zoning designation. MUPD is designed to accommodate a mix of land uses, including retail, service, office, and residential uses. The surrounding land uses (existing and future) and zoning are residential and mixed-use, commercial, and expanded mixed-use, and parks and open space.

On a more granular level, the proposed project's use, scale, and orientation fit within the existing and envisioned built and natural environment. The project provides a natural gateway and transition between the existing 6-story Riverwalk Apartments and the commercial uses just east of Milwaukee, which is additionally buffered by the North Riverwalk Drive. The project's 4-story scale and southern orientation frame the area and complement, not compete with the Riverwalk Apartments. Furthermore, the building's orientation and design integrate its rich contextual environment of natural resources featuring the Des Plaines River and the corresponding trail.

The proposed density of 22.93 units per acre is compatible with other multi-family development densities in Buffalo Grove, such as Town Place (27.88) and Turnberry (23.26). Riverwalk Place apartments (90-units), which are located east of the subject property, have a density of 14.29 units per acre; however, the acreage includes the detention basin located north and west of the Riverwalk Place building.

Based upon the current plan, the project may zoning variations for setbacks, density, and parking. As the plans evolve during the formal application process, additional variations may be identified.

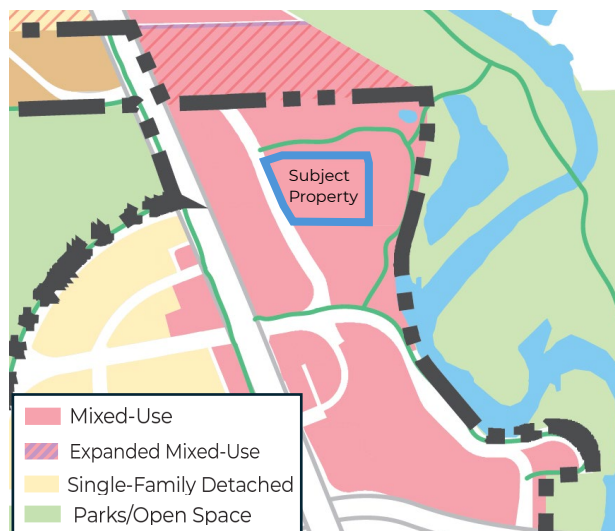


Figure 5: BG 2050 Future Land Use (Draft Plan)



Figure 6: Surrounding Zoning

Traffic & Access

Utilizing the existing access drives for the Riverwalk Apartments, two vehicular access points are planned for the development. Walking paths are also proposed around the site, connecting with the existing Riverwalk North path network that leads to the Des Plaines River Trail. The preliminary traffic and parking analysis shows that the traffic generated by the site is expected to have minimal impact on the surrounding street network and access will be adequate to accommodate site generated traffic.

Parking

The development will include 106 parking spaces: 94 in the surface parking lot and 12 enclosed single-car garages included within the building. The attached traffic and parking analysis indicate parking demand for this type of project would be between 82 and 96 stalls. The Zoning Ordinance requires 109 parking stalls, indicating a need for a parking variation.

Landscaping and Open Space

The site will be fully landscaped to match the area of existing plants and trees, while screening the parking lot and the building from Milwaukee Ave. The Village Forester will review the landscape plan as part of the formal application submittal.

Stormwater

Stormwater detention has been incorporated into the broader Riverwalk North development, located north of the site. The developer is working with their civil engineers on the final engineering plans to determine if additional detention is required. They have indicated that they are open to adding more surface or underground detention if necessary.

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 are needed:

- Amendment to Annexation Agreement
- Amendment to Planned Unit Development
- Zoning Variations
- Preliminary Plan



RIVERWALK APARTMENTS – PROJECT SUMMARY

Developer SFP Properties is the contract purchaser of the +/-2.79 acre site located on Riverwalk Drive just west of the existing Riverwalk Place Apartments. The property, currently known as Lot 2 in the Riverwalk North Subdivision, is currently vacant and our intent is to develop a four-story, 64-unit apartment building. Currently zoned MUPD and originally entitled for a hotel use, we plan to modify the existing PUD to allow for development substantially consistent with the bulk, height and density of the R9 multiple-family dwelling zoning district.

The units will be a mixture of 51 % 1-bedrooms, 44% 2-bedroom and 4.5% 3-bedroom apartments. Ranging from 710 through 1528 square feet, there will be distinct variations within the unit types to allow for a variety of amenities and price points. All units will be serviced by an elevator and central hall. There are a total of 94 parking spaces proposed, 12 of which will be interior garage spaces. Electric vehicle charging stations will be provided at select surface parking spaces.

Architecturally, the building is intended to be in the modern transitional style, with a mix of masonry and fiber cement materials. The total building height is proposed to be 37'4" and is designed to maximize views of the Des Plaines River and surrounding forest. Access to the Des Plaines River Trail is already provided as is surface detention, although our civil engineers are prepared to provide additional surface or underground detention as needed. All units will have private balconies while first floor "Patio homes" will have ground level landscaped patios.

The surface parking area will be extensively landscaped, designed to screen both the parking spaces and the building from Milwaukee Avenue traffic. An "Amenity Lawn" and outdoor terrace area will be programmed with fire pits, seating areas and other potential outdoor amenities. It will be adjacent to a small interior amenity space that will feature a lounge, gym and co-working space.

The luxury units will be designed to appeal to young professionals working in the surrounding area as well as empty nesters downsizing from larger homes within the village. We believe the Riverwalk Apartments will meet a large existing demand for graciously sized units with outstanding access to area amenities at a price point that's extremely competitive with other new multifamily projects in and around the Village.



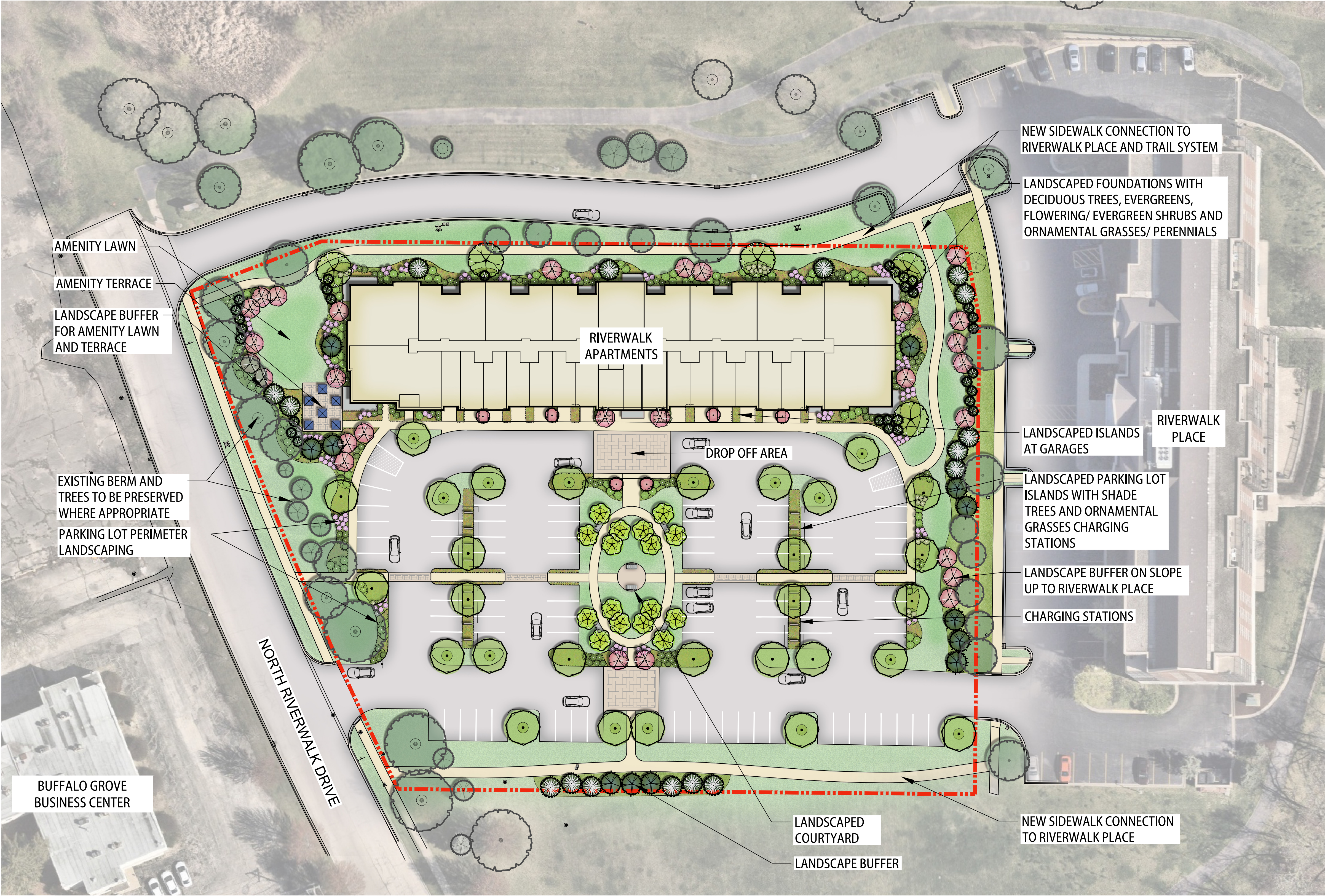
4 Story Apartment

64 Units	
30 - 1 Bedroom	47.0%
3 - 1 Bedroom+Den	4.5%
28 - 2 Bedroom	44.0%
3 - 3 Bedroom	4.5%
94 + 12 garage Pkg	1.65 sp/unit

SPF Holdings

Concept Plan
Riverwalk Apartment II
Buffalo Grove, Illinois





LANDSCAPE LEGEND

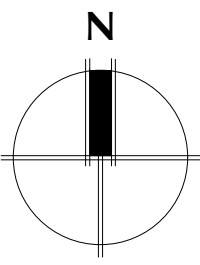
- EXISTING DECIDUOUS TREE
- EXISTING EVERGREEN TREE
- PROPOSED SITE TREE
- PROPOSED PARKING LOT TREE
- PROPOSED SPECIMEN TREE
- PROPOSED FLOWERING TREE
- LARGE EVERGREEN TREE
- MEDIUM EVERGREEN TREE
- SMALL EVERGREEN TREE
- DECIDUOUS SHRUB
- FLOWERING DECIDUOUS SHRUB
- EVERGREEN SHRUB
- PERENNIALS / ORNAMENTAL GRASSES
- FURNITURE
- BENCH
- VEHICULAR PAVERS
- PEDESTRIAN PAVERS

NOTE:
CONCEPTUAL LANDSCAPE PLANS FOR
FOR DISCUSSION PURPOSES ONLY,
SUBJECT TO CHANGE WITH FINAL DESIGN

CONCEPT LANDSCAPE PLAN
RIVERWALK APARTMENTS

BUFFALO GROVE, ILLINOIS

30 SCALE AT 24X36



June 27th, 2025



SFP PROPERTIES
Northbrook, Illinois

Character Perspective: Corner View

RIVERWALK APARTMENTS
Buffalo Grove, IL

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2025 BSB Design, Inc.



SFP PROPERTIES
Northbrook, Illinois

Character Perspective: Entry View

RIVERWALK APARTMENTS
Buffalo Grove, IL

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2025 BSB Design, Inc.

June 26, 2025 | 25-0198







Left Elevation
Scale: 3/32" = 1'-0"



Right Elevation
Scale: 3/32" = 1'-0"



Rear Elevation
Scale: 3/32" = 1'-0"

Unit Matrix			
Unit	Bedroom/Bath	Quantity	Net / Gross SF
A1	1-BR / 1-BA	20	657 NSF / 710 GSF
A2	1-BR / 1-BA	10	773 NSF / 827 GSF
A3	1-BR+Den / 1-Ba	3	931 NSF / 994 GSF
B1	2-BR / 2-BA	16	1024 NSF / 1096 GSF
B2	2-BR / 2-BA	12	1182 NSF / 1251 GSF
C1	3-BR / 2-BA	3	1528 NSF / 1611 GSF
64 Total Units			



Level 1 Floor Plan



Levels 2-4 Floor Plan
SCALE: 3/32"=1'-0"

Date: June 20, 2025

To: Mr. David Schwartz
Manager – SFP Properties

From: Lynn M. Means, P.E., PTOE, RSP₁
Senior Transportation Engineer - BLA, Inc

Re: ***Traffic and Parking Generation Summary***
Riverwalk Apartment II Development – N Riverwalk Drive
Buffalo Grove, Illinois

BLA-Inc. has conducted a Traffic and Parking Generation Summary for the proposed residential development in Buffalo Grove, Illinois. The site is located at 0 North Riverwalk Drive in Buffalo Grove, Illinois. The existing 2.79-acre site is currently undeveloped and is located to the west of the 301 Riverwalk Place residential development. The site location is illustrated on ***Exhibit 1***.

As proposed, the development includes the construction of a four-story building containing a total of 64 apartment units (26, 1-bedroom; 7, 1-bedroom plus den; 27, 2-bedroom; and 4, 3-bedroom). The proposed site will be served by a total of 105 parking spaces (94 surface and 11 garage). Access to the site will be provided via the 301 Riverwalk Place south access on N Riverwalk Drive. N Riverwalk Drive is under the jurisdiction of the Village of Buffalo Grove.

The following summarizes the analysis conducted.

SITE TRAFFIC CHARACTERISTICS

Trip Generation

The amount of traffic generated by a development depends on the type and density of the land use. Trip generation estimates for the development were calculated based on information published in the Institute of Transportation Engineers (ITE) Manual *Trip Generation*, 11th Edition (see ***Appendix A***). The ITE manual is a compilation of national traffic data surveys used to estimate traffic volumes for various land uses.

Table 1 provides a summary of the total trips to be generated by the proposed development, including residents, visitors, deliveries, etc.

Table 1: Estimated Trip Generation

Land Use / Size	ITE LUC	Weekday									Saturday					
		AM Peak Hour			PM Peak Hour			Daily			Peak Hour			Daily		
		In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total
Apartments / 64 Units	221	4	13	17	15	10	25	130	130	260	13	13	26	157	157	314

Exhibit 1: Site Location Map



Trip Distribution

The anticipated trip distribution of site traffic is summarized in **Table 2**.

Table 2: Trip Distribution

Route & Direction	Percent Route	
	From (Entering)	To (Exiting)
Milwaukee Avenue		
North of Riverwalk Drive	25%	25%
South of Riverwalk Drive	40%	75%
Riverwalk Drive		
East of N Riverwalk Dr	35%	--
Total	100%	

--Less than 5%

Traffic Increases

The total (including both entering and exiting) weekday AM, weekday PM and Saturday midday peak hour vehicular trips between 17 and 26 are expected on the streets leading beyond the study area, or approximately 1 additional vehicle every 2 to 4 minutes. *Accordingly, the amount of site-generated traffic is expected to have minimal effects on the operations of the external street network.*

PARKING EVALUATION

Parking Demand Requirements

Based on the parking requirements outlined in the Village of Buffalo Grove Code of Ordinance (Section 17.36.040) 109 parking spaces are required for the site. The Village's parking requirements are summarized in **Table 3**.

Table 3: Village Parking Requirements

Use	Size	Parking Requirement	Parking Spaces	
			Required	Provided ^A
Apartments	64 Units	1.7 spaces per dwelling unit	109	105

^A Eleven (11) garage spaces and 94 surface parking lot spaces.

Parking Demand Projections

Based on BLA's experience, the parking requirements for the proposed development appear to exceed the anticipated peak parking demand that may be generated by the uses included in the proposed development. To project the peak parking demand, BLA referenced peak parking demand data contained within the ITE Parking Generation, 6th Edition and Urban Land Institute (ULI), Shared Parking, 3rd Edition.

ITE Parking Generation

The ITE Parking Generation publication provides a compilation of parking demand surveys from across the country for a wide variety of land uses. ITE LUC 221, Multifamily Housing (Mid-Rise), was referenced for the proposed development (see **Appendix B**). Using the ITE data, **Table 4** presents a summary of the projected peak parking demand for the proposed development (including residents, guests and delivery vehicles) on a weekday and weekend using 2 independent variables (units and bedrooms).

Table 4: Projected Peak Parking Demand: ITE – Parking Generation

Land Use	ITE LU C	Size	Average Peak Parking Demand				85 th Percentile Parking Demand			
			Weekday		Weekend		Weekday		Weekend ^A	
			Rate/Unit	Spaces	Rate/Unit	Spaces	Rate/Unit	Spaces	Rate/Unit	Spaces
Apartments	221	64 Units	1.23	79	1.04	67	1.45	93	1.23	79
		106 Bedrooms ^B	0.78	83	0.77	82	0.88	93	0.87	92

^A ITE data is not available for the 85th percentile on a weekend and was calculated by interpolation with available weekday data for this land use.

^B 26, 1 bedroom; 7, 1 bedroom plus den (conservatively assumed as 2 bedroom); 27, 2 bedrooms; and 4, 3 bedrooms.

As shown in *Table 4*, based on the ITE Parking Generation rates, the projected peak parking demand for the proposed development is anticipated to be **92 to 93 spaces**.

ULI Shared Parking

The ULI Shared Parking publication also contains rates for various uses by weekday and weekend. BLA referenced the peak parking demand rates for residential use (see *Appendix C*) for the proposed development (see *Table 5*).

Table 5: Projected Peak Parking Demand: ULI – Parking Generation

Land Use		Size	Peak Parking Demand					
			Weekday			Weekend		
			Visitor (Rate/Unit)	Resident (Rate/Unit)	Spaces	Visitor (Rate/Unit)	Resident (Rate/Unit)	Spaces
Apartments	1 Bedroom	26 Units	0.10	0.9	26	0.15	0.9	27
	2 Bedrooms	34 Units		1.65	60		1.65	44
	3 Bedrooms	4 Units		2.5	10		2.5	11
Total		64 Units	--	--	96	--	--	82

^A Seven (7), 1 bedroom plus den (conservatively assumed as 2 bedrooms); 27, 2 bedrooms.

As shown in *Table 5*, based on the ULI Shared Parking manual rates, the projected peak parking demand for the proposed development is anticipated to be between **82 and 96 spaces**.

Accordingly, the proposed parking supply of 105 spaces (11 garage spaces and 94 surface parking lot spaces) will be adequate to accommodate the project parking demand for the proposed development.

FINDINGS AND CONCLUSION

A traffic and parking summary was performed for the proposed residential apartment development located at 0 N Riverwalk Drive in Buffalo Grove, Illinois. Overall, the development is anticipated to have negligible effect on the operations of the area roadway network. The proposed site access is expected to be adequate to accommodate the projected site traffic. Adequate parking will be provided on-site to accommodate the anticipated peak demand of the proposed residential use.

Appendices

Appendix A

ITE Trip Generation Excerpts

Land Use: 221

Multifamily Housing (Mid-Rise)

Description

Mid-rise multifamily housing includes apartments and condominiums located in a building that has between four and 10 floors of living space. Access to individual dwelling units is through an outside building entrance, a lobby, elevator, and a set of hallways.

Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), off-campus student apartment (mid-rise) (Land Use 226), and mid-rise residential with ground-floor commercial (Land Use 231) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the six sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.5 residents per occupied dwelling unit.

For the five sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Minnesota, Montana, New Jersey, New York, Ontario (CAN), Oregon, Utah, and Virginia.

Source Numbers

168, 188, 204, 305, 306, 321, 818, 857, 862, 866, 901, 904, 910, 949, 951, 959, 963, 964, 966, 967, 969, 970, 1004, 1014, 1022, 1023, 1025, 1031, 1032, 1035, 1047, 1056, 1057, 1058, 1071, 1076

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 11

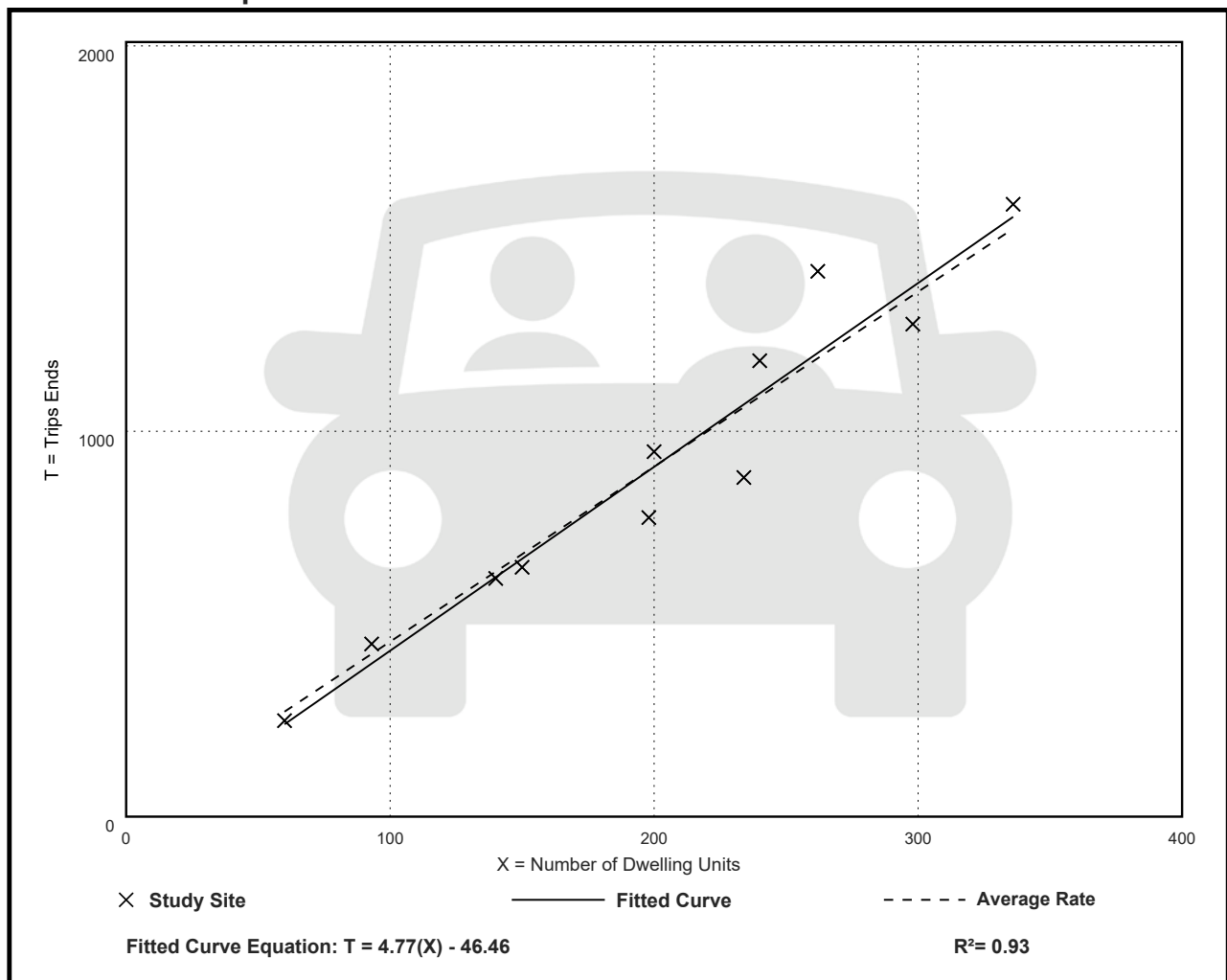
Avg. Num. of Dwelling Units: 201

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.54	3.76 - 5.40	0.51

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 30

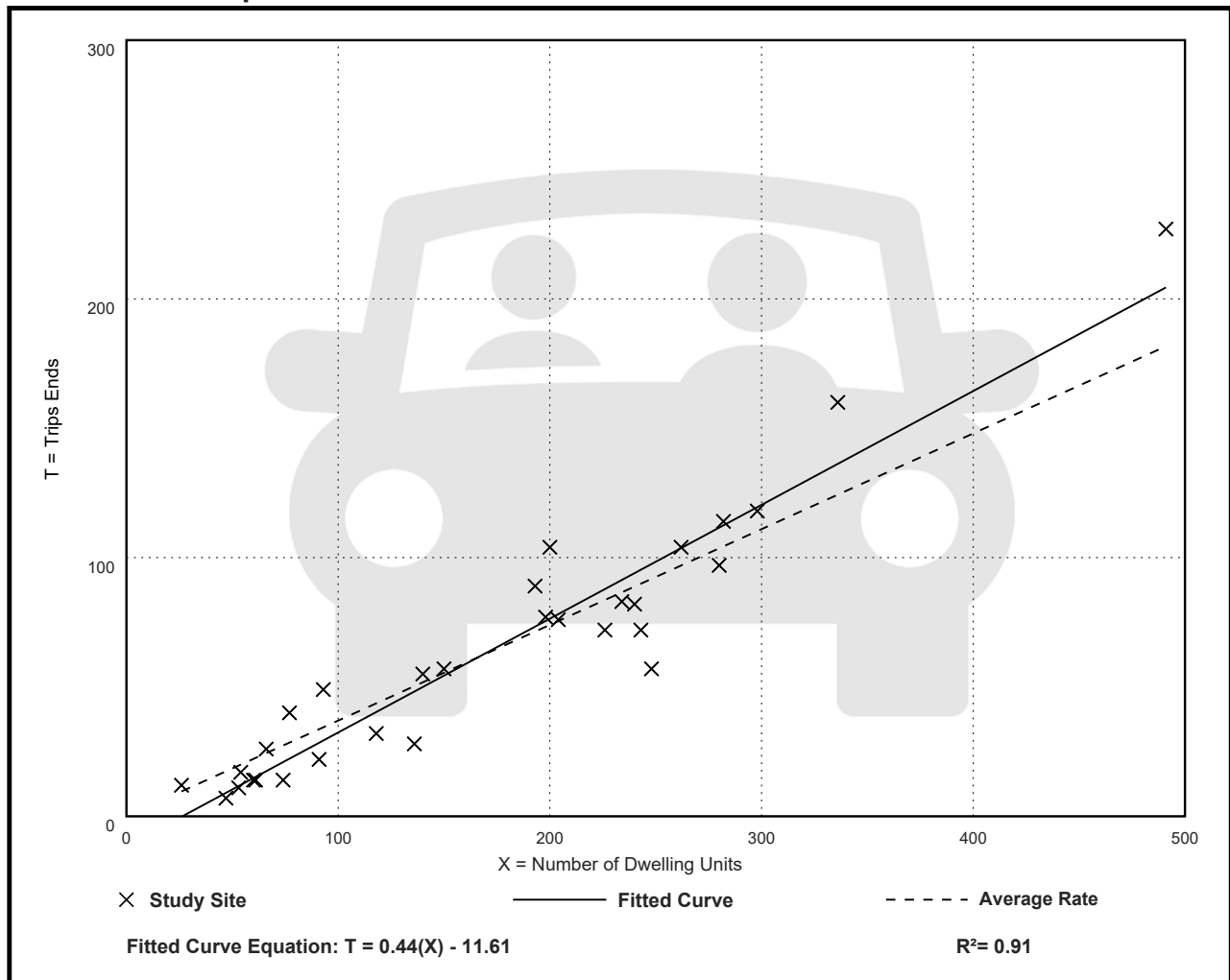
Avg. Num. of Dwelling Units: 173

Directional Distribution: 23% entering, 77% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.37	0.15 - 0.53	0.09

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 31

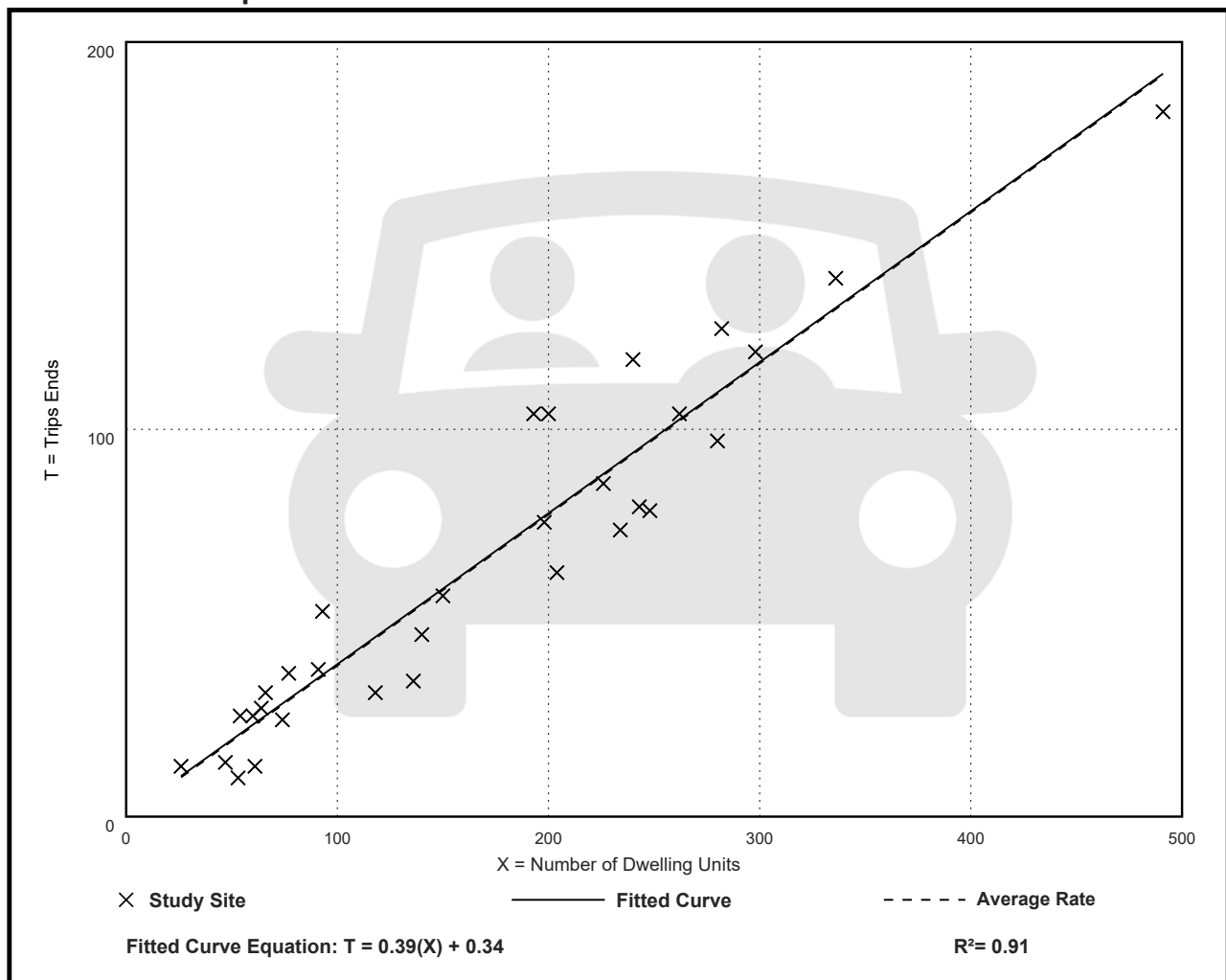
Avg. Num. of Dwelling Units: 169

Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.39	0.19 - 0.57	0.08

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units
On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies: 5

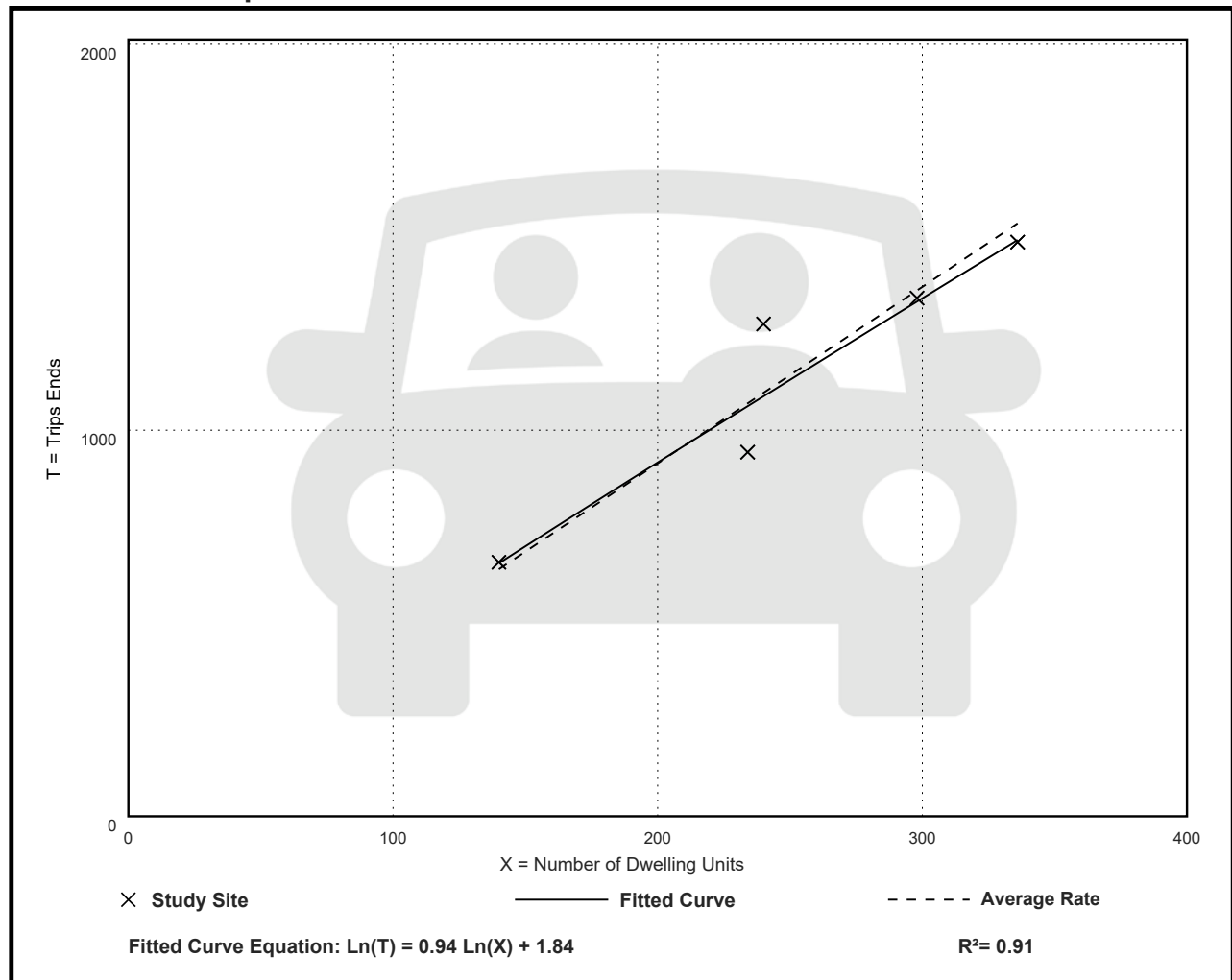
Avg. Num. of Dwelling Units: 250

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.57	4.03 - 5.31	0.46

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 5

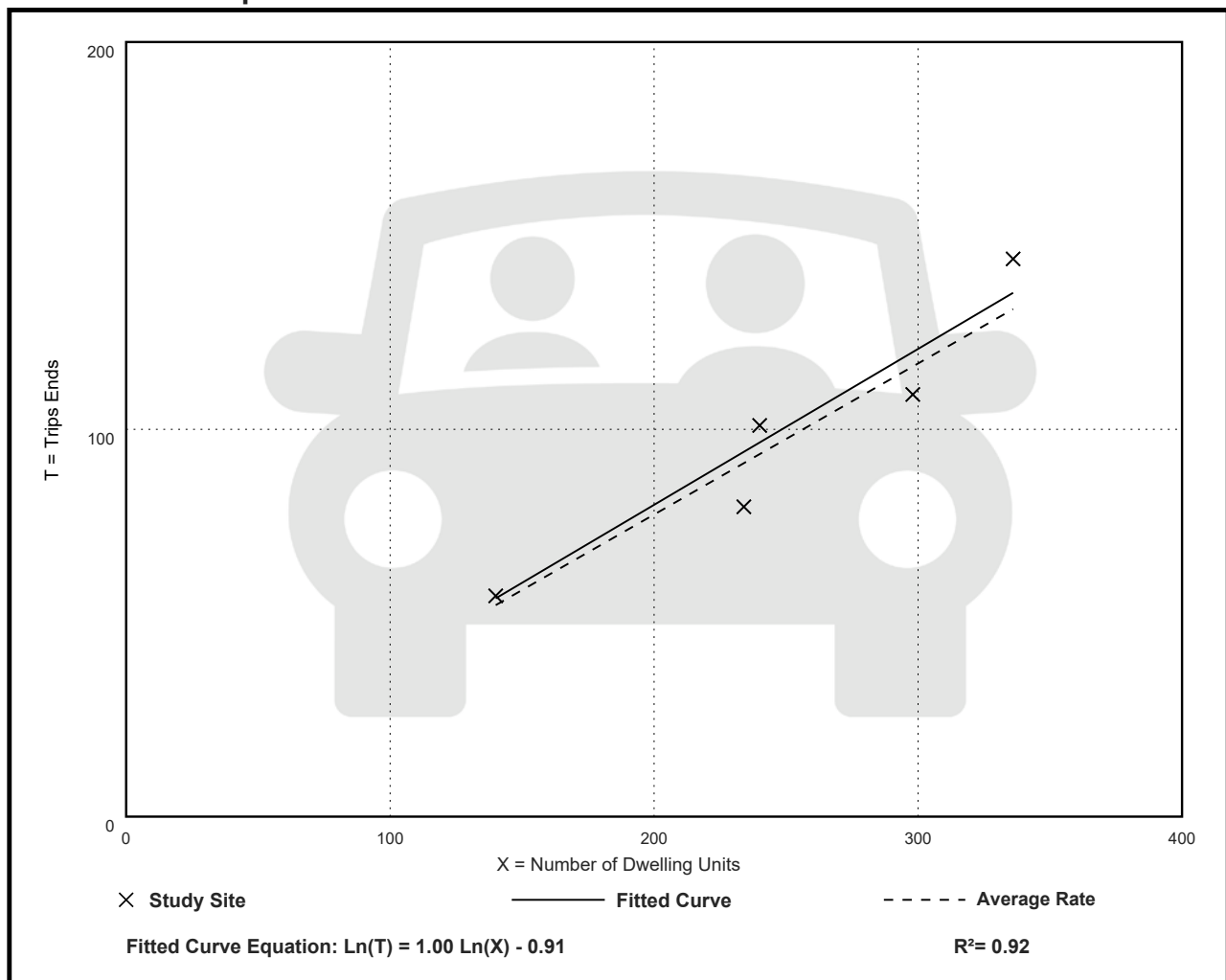
Avg. Num. of Dwelling Units: 250

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.39	0.34 - 0.43	0.04

Data Plot and Equation



Appendix B

ITE Parking Generation Excerpts

Land Use: 221 Multifamily Housing— 2+ BR (Mid-Rise)

Description

Mid-rise multifamily housing with two or more bedrooms is a residential building with between four and 10 floors (levels) of residence that contain at least one dwelling unit with two or more bedrooms. Access to individual dwelling units is through an outside building entrance, a lobby, elevator, and a set of hallways.

Land Use Subcategory

Data are separated into two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Time-of-Day Distribution for Parking Demand

The following table presents a composite (weekday and Saturday) Time-of-Day distribution of parking demand for three general urban/suburban study sites.

Hour Beginning	Percent of Peak Parking Demand
	Weekday/Saturday Composite
12:00-4:00 a.m.	100
5:00 a.m.	96
6:00 a.m.	86
7:00 a.m.	77
8:00 a.m.	66
9:00 a.m.	60
10:00 a.m.	57
11:00 a.m.	55
12:00 p.m.	52
1:00 p.m.	50
2:00 p.m.	52
3:00 p.m.	51
4:00 p.m.	57
5:00 p.m.	62
6:00 p.m.	65
7:00 p.m.	68
8:00 p.m.	75
9:00 p.m.	82
10:00 p.m.	87
11:00 p.m.	91

Additional Data

The average parking supply ratios and average peak parking occupancy for the study sites with parking supply information are shown in the table below.

Setting	Proximity to Rail Transit	Parking Supply Per Dwelling Unit	Average Peak Parking Occupancy
Center City Core	Within ½ mile of rail transit	0.73 (8 sites)	69%
Dense Multi-Use Urban	Within ½ mile of rail transit	0.88 (31 sites)	81%
	Not within ½ mile of rail transit	1.1 (35 sites)	76%
General Urban/Suburban	Within ½ mile of rail transit	1.5 (6 sites)	74%
	Not within ½ mile of rail transit	1.7 (38 sites)	72%

The sites were surveyed in the 1990s, the 2000s, the 2010s, and the 2020s in California, Connecticut, District of Columbia, Maine, Maryland, Massachusetts, North Carolina, Ontario (CAN), Oregon, Tennessee, Virginia, Washington, and Wisconsin.

Source Numbers

209, 255, 277, 402, 419, 505, 512, 533, 535, 536, 537, 545, 546, 547, 575, 576, 577, 579, 581, 583, 584, 585, 587. 602, 603, 604, 620, 631

Multifamily Housing - 2+ BR (Mid-Rise) Not Close to Rail Transit (221)

Peak Period Parking Demand vs: Dwelling Units

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

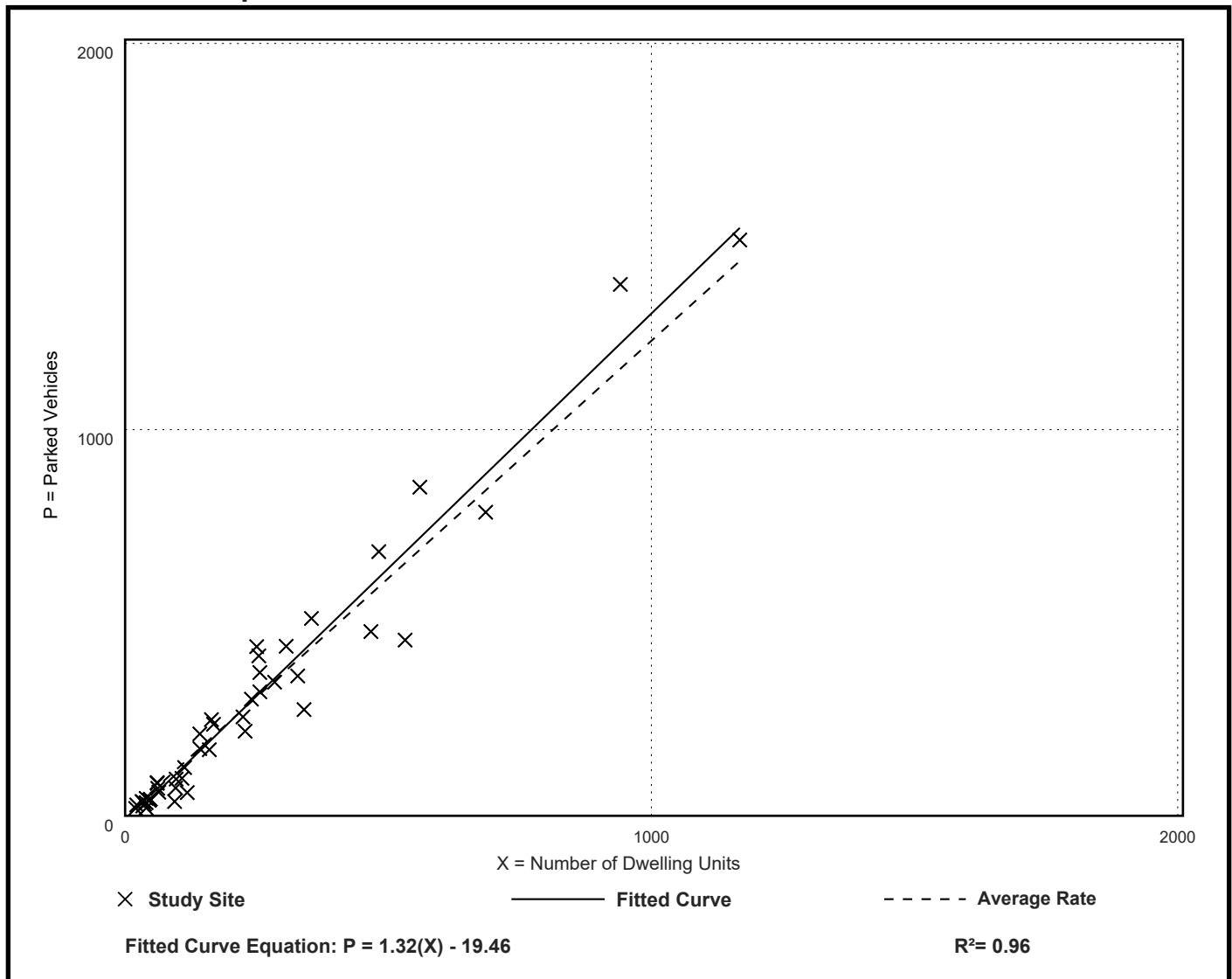
Number of Studies: 44

Avg. Num. of Dwelling Units: 231

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.23	0.39 - 1.75	0.98 / 1.45	1.15 - 1.31	0.27 (22%)

Data Plot and Equation



Multifamily Housing - 2+ BR (Mid-Rise) Not Close to Rail Transit (221)

Peak Period Parking Demand vs: Dwelling Units

On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies: 2

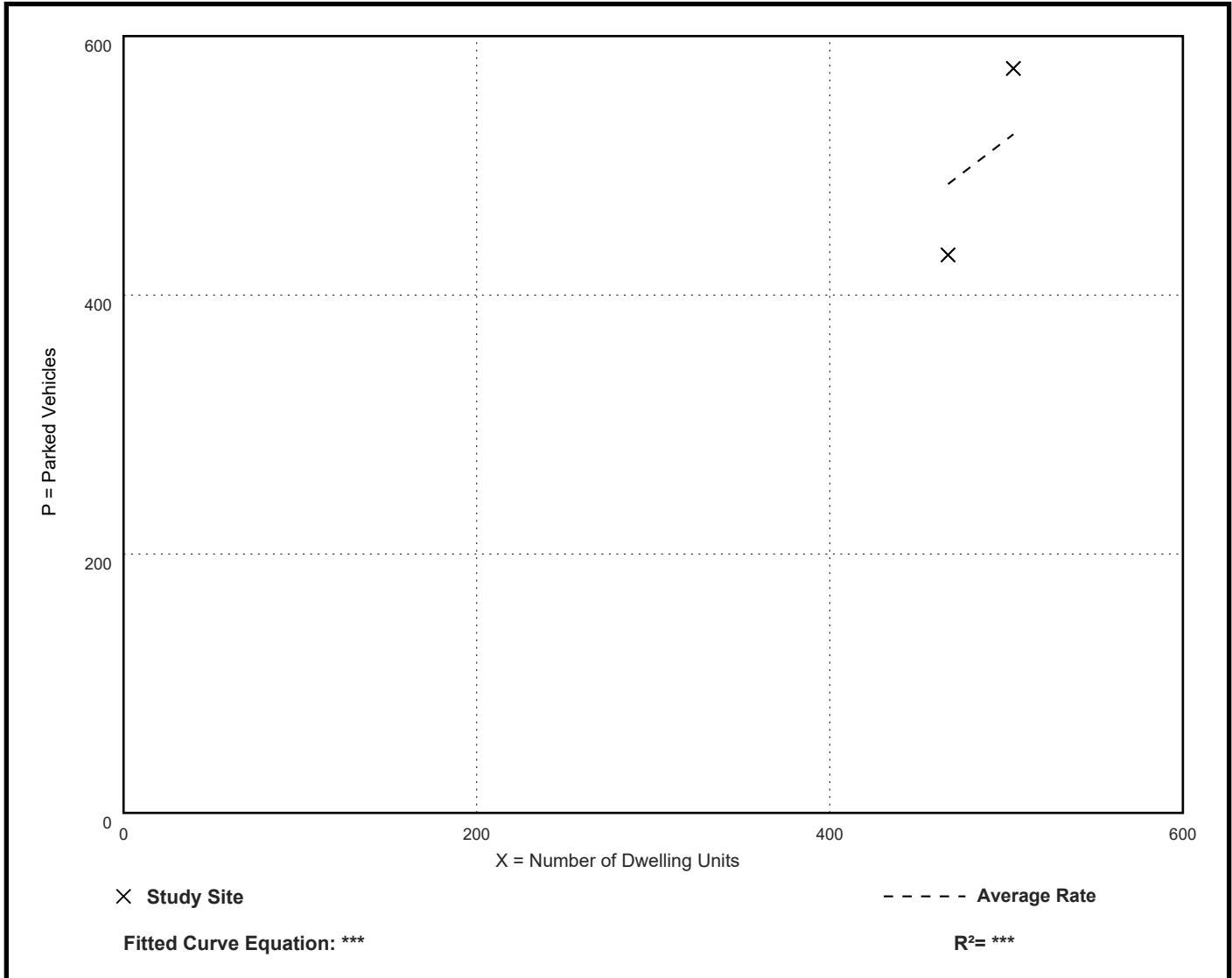
Avg. Num. of Dwelling Units: 486

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.04	0.92 - 1.14	*** / ***	***	*** (***)

Data Plot and Equation

Caution – Small Sample Size



Multifamily Housing - 2+ BR (Mid-Rise) Not Close to Rail Transit (221)

Peak Period Parking Demand vs: Bedrooms

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

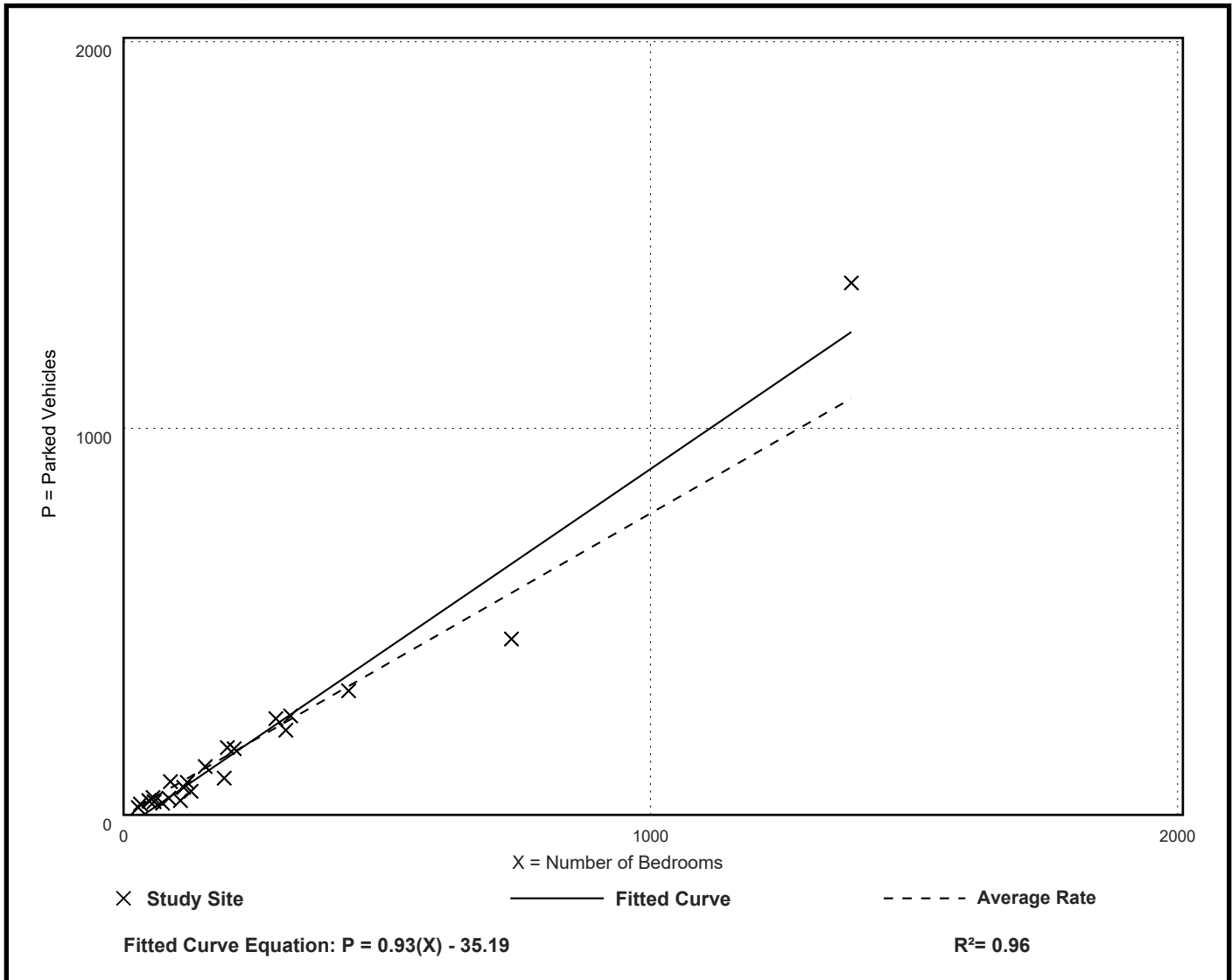
Number of Studies: 23

Avg. Num. of Bedrooms: 226

Peak Period Parking Demand per Bedroom

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.78	0.34 - 1.00	0.62 / 0.88	0.71 - 0.85	0.18 (23%)

Data Plot and Equation



Multifamily Housing - 2+ BR (Mid-Rise) Not Close to Rail Transit (221)

Peak Period Parking Demand vs: Bedrooms

On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies: 1

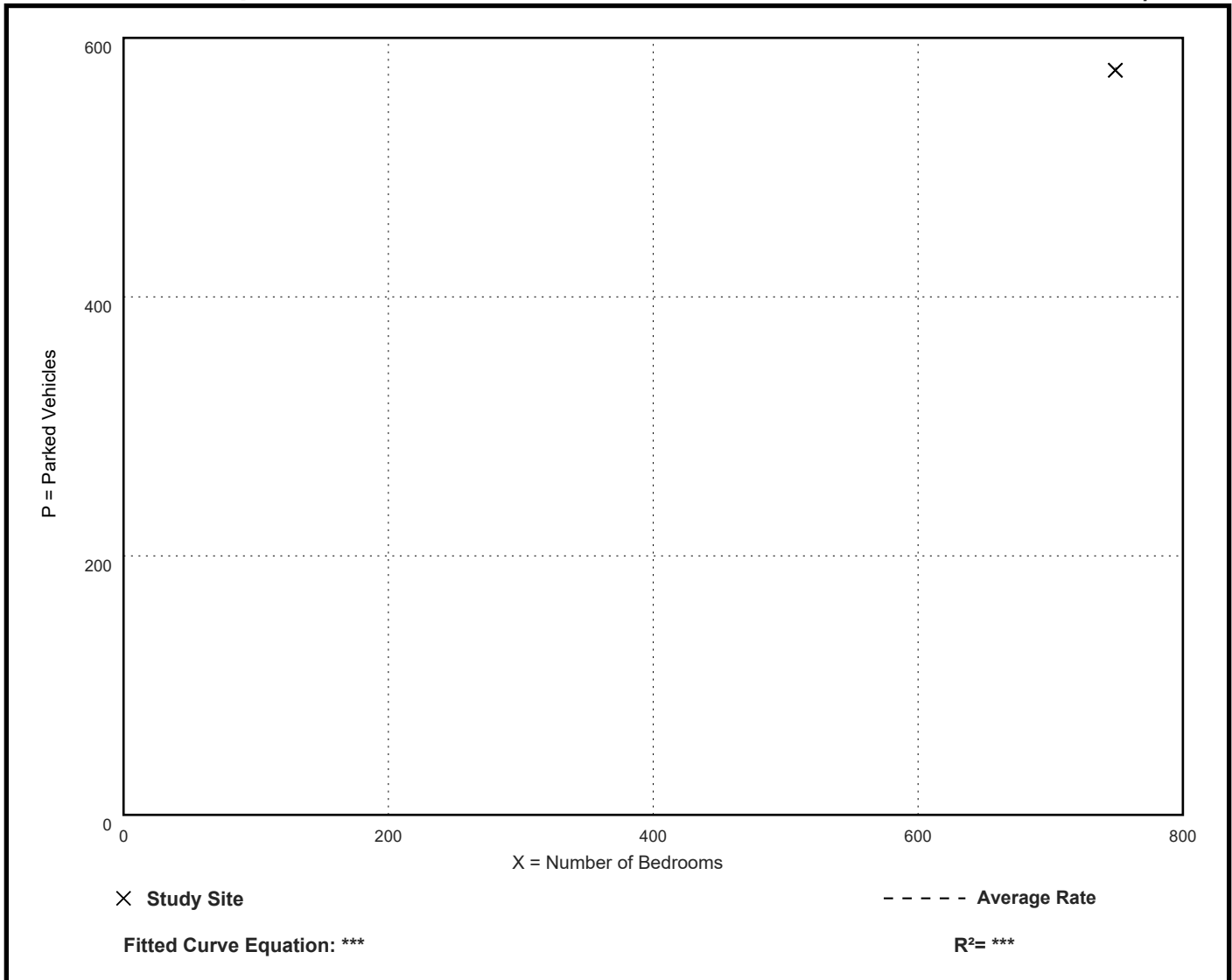
Avg. Num. of Bedrooms: 749

Peak Period Parking Demand per Bedroom

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.77	0.77 - 0.77	*** / ***	***	*** (***)

Data Plot and Equation

Caution – Small Sample Size



Appendix C

ULI Shared Parking Excerpts

FIGURE 2-2 (continued)

Land use	Weekday (parking spaces/unit land use)		Weekend (parking spaces/unit land use)		Peak ratio	Units	Source
	Visitors	Employees	Visitors	Employees			
Hotel-business	1.00	0.15	1.00	0.15	1.15	key	2,3
Hotel-leisure	1.00	0.15	1.00	0.15	1.15	key	2,3
Restaurant/lounge	6.67	1.20	7.67	1.33	9.00	ksf GLA	2,3
Meeting/banquet (0–20 sq ft/key)	scaled from 0 to 30	scaled from 0 to 2.0	scaled from 0 to 20	scaled from 0 to 2.0	scaled from 0 to 32	ksf GLA	2,3
Meeting/banquet (20–50 sq ft/key)	scaled from 30 to 20	scaled from 2 to 1.5	scaled from 20 to 10	scaled from 2 to 1.5	scaled from 32 to 21.5	ksf GLA	2,3
Meeting/banquet (50–100 sq ft/key)	scaled from 20 to 10	scaled from 1.5 to 1.0	scaled from 10 to 5.5	scaled from 1.5 to 1.0	scaled from 21.5 to 11.1	ksf GLA	2,3
Convention (100–200 sq ft/key)	scaled from 10 to 5.5	scaled from 1 to 0.5	5.50	scaled from 1 to 0.5	scaled from 11.1 to 6	ksf GLA	2,3
Convention (>200 sq ft/key)	use convention center but adjust for captive on site						2,3
Residential							
Studio efficiency	0.10	0.85	0.15	0.85	1.00	unit	2,3
1 bedroom	0.10	0.90	0.15	0.90	1.05	unit	2,3
2 bedrooms	0.10	1.65	0.15	1.65	1.80	unit	2,3
3+ bedrooms	0.10	2.50	0.15	2.50	2.65	unit	2,3
Senior housing	0.55	0.30	0.42	0.30	0.85	unit	2,3
Office <25,000 sq ft	0.30	3.50	0.03	0.35	3.80	ksf GFA	3
Office 25,000–100,000 sq ft	sliding scale between <25,000 and 100,000				scaled from 3.8 to 3.4	ksf GFA	3
Office = 100,000 sq ft	0.25	3.15	0.03	0.32	3.40	ksf GFA	3
Office 100,000–500,000 sq ft	sliding scale between 100,000 and 200,000				scaled from 3.4 to 2.8	ksf GFA	3
Office >500,000 sq ft	0.20	2.60	0.02	0.26	2.80	ksf GFA	3
Open plan/ high-density office	0.25	5.75	0.03	0.58	6.00	ksf GFA	2
Medical/dental office	3.00	1.60	0.00	0.00	4.60	ksf GFA	2,3
Bank (drive-in branch)	3.50	2.50	3.00	1.75	6.00	ksft GFA	2,3
Arena	0.27	0.03	0.30	0.03	0.33	seat	2
Pro football stadium	0.30	0.01	0.30	0.01	0.31	seat	2
Pro baseball stadium	0.31	0.01	0.34	0.01	0.35	seat	2

Sources:

1. *Parking Requirements for Shopping Centers*, 2nd ed. (Washington, DC: ULI, 1999).
 2. Developed by Team Members from a combination of sources.
 3. *Parking Generation*, 5th ed. (Washington, DC: Institute of Transportation Engineers, 2019).
- Note: New land uses and changes to second edition titles shown in **bold**. Changes or new ratios are highlighted in blue.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: July 21, 2025

AGENDA ITEM 13.a.

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

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends move to Executive Session.

Recommended Motion

I move to go into Executive Session pursuant to Section 2(C)(11) of the Illinois Open Meetings Act.

Summary

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

Strategic Alignment

Guiding Principle

N/A

Goal

N/A

File Attachments

None