



AGENDA

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: August 18, 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 July 21, 2025 Village Board Regular Meeting
- b. Minutes of the August 4, 2025 Village Board Committee of the Whole Meeting

3. Approval of Warrant

- a. Approval of Warrant #1394 (Trustee Cesario, Chris Black)

4. Village President's Report

5. Village Manager's Report

- a. Introduction of the Police Department's Newest Commander (Trustee Richards, Brian Budds)

6. Special Business

7. Reports from Trustees

- a. Announcement- BG Days Blood Drive (Trustee Richards, Christopher Stilling)

8. Consent Agenda

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

- a. O-2025-89 An Ordinance Amending Parking Restrictions To Highland Grove Drive and Fabish Drive At Tripp Elementary School (Trustee Weidenfeld, Andrea Larson)
- b. O-2025-90 Ordinance Authorizing a Professional Services Agreement with Keen Independent Research LLC (Trustee Johnson, Molly Gillespie)
- c. O-2025-91 Ordinance approving amendment to the Preliminary Plan with variations for an car wash addition and other improvements as well as updated signage, and

other improvements at the BP Gas Station at 540 McHenry Road. (Trustee Ottenheimer, Nicole Woods)

- d. O-2025-92 Ordinance approving a Special Use for an Indoor Instructional Golf Facility in the Industrial District at 1380 Busch Parkway (Trustee Ottenheimer, Nicole Woods)
- e. O-2025-93 Ordinance Approving an Amendment to the PUD to allow a Special Use, parking variation, and updates to the signage criteria at Strathmore Square Shopping Center located at 1202 -1300 Dundee Road. (Trustee Ottenheimer, Nicole Woods)

9. Ordinances and Resolutions

- a. R-2025-23 Resolution Adopting an Agreement with the Illinois Emergency Management Agency and the Office of Homeland Security (Trustee Richards, Tyler Grace)

10. Unfinished Business

11. New Business

12. Public Comment

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

13. Executive Session

- a. Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity.

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: August 18, 2025

AGENDA ITEM 2.a.

Minutes of the July 21, 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 July 21, 2025 Village Board Regular Meeting.

Summary

N/A

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services

Goal

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

File Attachments

1. Minutes - 07/21/2025 Regular Meeting



**MINUTES OF THE REGULAR MEETING OF THE VILLAGE PRESIDENT & BOARD OF
TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE JEFFREY S. BRAIMAN
COUNCIL CHAMBERS, 50 RAUPP BOULEVARD, BUFFALO GROVE, ILLINOIS
MONDAY, JULY 21, 2025**

CALL TO ORDER

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

ROLL CALL

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

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Tyler Grace, Assistant Village Manager/Administrative Services; Katie Golbach, Director of Human Resources; Chris Black, Director of Finance; Jim Warnstedt, Deputy Director of Public Works; Briget Schwab, Village Engineer; Nicole Woods, Director of Community Development; Kelly Purvis, Deputy Director of Community Development; Fire Chief Kane; Police Chief Budds.

APPROVAL OF MINUTES

Moved by Ottenheimer, seconded by Johnson, to approve the minutes of the June 16, 2025, Regular Meeting. Upon roll call, Trustees voted as follows:

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

WARRANT #1383

Mr. Black read Warrant #1383. Moved by Cesario, seconded by Johnson, to approve Warrant #1383 in the amount of \$8,293,231.32 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 noted that former **Buffalo Grove Village Trustee Bobbie O'Reilly** recently passed away. Trustee O'Reilly served Buffalo Grove from 1979-1987, also served as a member of the Lake County Board, and was currently serving as a Village Trustee in Long Grove. President Smith expressed condolences to the O'Reilly friends and family.

President Smith reported that on July 29, 2025, there will be an open house format in the Council Chambers with the opportunity for all residents to share their ideas and visions as to what they would like to see in **Clove Park**, and he urged all members of the community to participate.

VILLAGE MANAGER'S REPORT

Chief Kane reviewed the background and credentials for our three newest members of the Buffalo Grove Fire Department: **Firefighter/Paramedics Nicholas Wolski, Patrick Murray and Timothy Heatley**. Ed McKee, Chair of the Fire & Police Commission, proceeded to administer the Oath of Office to them, after which their badges were pinned on as they were welcomed and congratulated by the audience and the Board.

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.

Resolution No. 2025-21 – Joint Emergency Management System (JEMS)

Motion to pass Resolution No. 2025-21 adopting an Intergovernmental Agreement with the Joint Emergency Management System (JEMS).

Ordinance No. 2025-79 - Tesla

Motion to pass Ordinance No. 2025-79 authorizing the Certificate of Initial Acceptance for Tesla.

Ordinance No. 2025-80 - The Clove

Motion to pass Ordinance No. 2025-80 authorizing the Certificate of Initial Acceptance for The Clove.

Ordinance No. 2025-81 - Lou Malnati's Patio Addition

Motion to pass Ordinance No. 2025-81 authorizing a Development Improvement Agreement with The Malnati Organization, LLC for the Lou Malnati's Patio Addition.

Ordinance No. 2025-82 – 727 Hastings Lane

Motion to pass Ordinance No. 2025-82 approving a Special Use for a Non-academic School at 727 Hastings Lane.

Ordinance No. 2025-83 - Level 3 Communications, LLC

Motion to pass Ordinance No. 2025-83 approving a Right-of-Way Access Agreement with Level 3 Communications, LLC.

Ordinance No. 2025-84 - 720 W. Lake Cook Road

Motion to pass Ordinance No. 2025-84 approving an Amendment to the PUD and Preliminary Plan for Epicure Dining at 720 W. Lake Cook Road.

Ordinance No. 2025-85 - Ezee Fiber Texas, LLC

Motion to pass Ordinance No. 2025-85 approving a Right-of-Way Access Agreement with Ezee Fiber Texas, LLC.

Ordinance No. 2025-86 - Lou Malnati's

Motion to pass Ordinance No. 2025-86 approving an Amendment to the Preliminary Plan for a deck at Lou Malnati's, 85 S. Buffalo Grove Road.

Ordinance No. 2025-87 - 1650 Leider Lane

Motion to pass Ordinance No. 2025-87 authorizing execution of a contract with Hydro-Chem Systems, Inc. for Automated Truck Wash at 1650 Leider Lane.

Moved by Ottenheimer, seconded by Johnson, 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.

RESOLUTION NO. 2025-22 – PERSONNEL MANUAL

Moved by Bocek, seconded by Weidenfeld, to pass Resolution No. 2025-22 approving the adoption of Amendments to the Personnel Manual.

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

Upon roll call, Trustees voted as follows:

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

ORDINANCE NO. 2025-88 – ENGINEERING SERVICES

Moved by Weidenfeld, seconded by Cesario, to pass Ordinance No. 2025-88 authorizing the execution of a time and material contract with Hampton, Lenzini and Renwick, Inc. for engineering services in an amount not to exceed \$300,000.00.

Ms. Schwab reviewed the proposed ordinance, details of which are contained in her memo to Mr. Bragg dated July 14, 2025, 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.

KENLEY RESIDENTIAL DEVELOPMENT

Ms. Woods introduced the proposed development, details of which are contained in the memo that she and Ms. Purvis sent to Mr. Bragg dated July 21, 2025.

Referring to a PowerPoint presentation, Margaret Glenko, representing Pulte Homes, provided a brief overview and highlights of the proposal.

Ms. Woods, Ms. Glenko and Anna Sutton then answered questions from the Board.

Issues that the Board would like to see addressed by the Planning & Zoning Commission are green space, effect on the school districts, and traffic impact if Margate Drive is opened up.

Moved by Ottenheimer, seconded by Johnson, to refer the proposal for the Kenley Residential Development at 16523-16737 Aptakistic Road to the Planning & Zoning Commission for review. Upon roll call, Trustees voted as follows:

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

RIVERWALK APARTMENTS

Ms. Purvis introduced the proposed development, details of which are contained in the memo that she and Mr. Binder sent to Mr. Bragg dated July 21, 2025.

Referring to a PowerPoint presentation, David Schwartz, representing SFP Properties, provided a brief overview and highlights of the proposal.

Board members concluded that the changes made to the plan other than what was contained in Board packets would make it difficult to refer to the Planning & Zoning Commission at this time.

Moved by Cesario, seconded by Weidenfeld, to refer the proposed Riverwalk Apartment Development at 0 Riverwalk Drive to the Planning & Zoning Commission. Upon roll call, Trustees voted as follows:

AYES: 0 – None

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

Motion declared carried.

PUBLIC COMMENT

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

EXECUTIVE SESSION

Moved by Ottenheimer, seconded by Weidenfeld, to move to Executive Session to discuss: **Section 2(C)(11) of the Illinois Open Meetings Act: Litigation, when an action against, affecting or on behalf of the particular Public Body has been filed and is pending before a Court or Administrative Tribunal, or when the Public Body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the Minutes of the Closed Meeting.** Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

Motion declared carried.

The Board moved to Executive Session from 8:07 P.M. until 8:37 P.M.

ADJOURNMENT

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

The meeting was adjourned at 8:38 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 18th DAY OF August 2025

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: August 18, 2025

AGENDA ITEM 2.b.

Minutes of the August 4, 2025 Village Board Committee of the Whole Meeting

Contacts

Liaison: Clerk Sirabian

Staff: Samina Shaikh

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the minutes of the August 4, 2025 Village Board Committee of the Whole Meeting.

Summary

N/A

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services

Goal

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

File Attachments

1. Minutes - 08/04/2025 COW Meeting



**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE PRESIDENT &
BOARD OF TRUSTEES OF THE VILLAGE OF BUFFALO GROVE HELD IN THE
JEFFREY S. BRAIMAN COUNCIL CHAMBERS AT VILLAGE HALL, 50 RAUPP BOULEVARD,
BUFFALO GROVE, ILLINOIS, MONDAY AUGUST 4, 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, Bocek, and Weidenfeld. Trustee Ottenheimer was absent.

Also present were: Dane Bragg, Village Manager; Patrick Brankin, Village Attorney; Chris Stilling, Deputy Village Manager; Mike Skibbe, Deputy Village Manager/Director of Public Works; Tyler Grace, Assistant Village Manager – Administrative Services; Katie Golbach, Director of Human Resources; Chris Black, Finance Director; Christine Berman, Deputy Finance Director; Molly Gillespie, Communications Director; Kelly Purvis, Deputy Director of Community Development; Jim Warnstedt, Deputy Director of Public Works; Geoff Tollefson, Director Golf Operations; Deputy Police Chief Spolar; and Fire Chief Kane.

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

VILLAGE PRESIDENT’S REPORT

Trustee Johnson urged all of our residents to come out to Rylko Park tomorrow night, August 5, 2025, to join our first responders and participate in **National Night Out**, America’s night out against crime.

Trustee Johnson reported on our upcoming **Buffalo Grove Days** celebration, urging residents to participate in the fun, join in the Parade, and purchase wrist bands for the carnival.

Trustee Johnson noted there is a Community Survey on our website with the opportunity for all residents to share their ideas and visions as to what they would like to see in **Clove Park**. Trustee Johnson urged residents to participate in this survey and to share it with friends and neighbors so that everyone has a chance to be a part of and be proud of this community gathering space.

Ms. Gillespie presented a brief overview of the **Caring Community Program**, which was initiated in early 2025 to celebrate individuals, groups, organizations, and programs in Buffalo Grove that embody the community’s “Smart. With Heart.” brand. This initiative recognizes outstanding contributions that enhance the quality of life, demonstrate leadership, and reflect the values of collaboration, compassion, and innovation within the Village, and presents an opportunity to uplift individuals, groups, and initiatives that exemplify Buffalo Grove’s “Smart. With Heart.” ethos. This program will not only recognize excellence but also inspire continued community engagement and reinforce the values that make Buffalo Grove exceptional.

President Smith recognized the three community members who were each nominated by their peers and are the recipients of tonight’s awards: Adhya Garlapati, Rob Klawans, and Gina Kapinos. President Smith then summarized the contributions that each of them have made to our community and presented them with Certificates as they were thanked and congratulated by the audience and the Board. Ms. Garlapati noted that she is truly honored to receive this award and to be a part of the Buffalo Grove community, and stated that she will keep learning, growing and making a difference.

COMMUNITY SURVEY OVERVIEW

Mr. Grace briefly commented on the Community Survey Overview, details of which are contained in the Agenda Item Summary that he prepared.

Through a PowerPoint presentation, Sonya Wytinck, representing Polco/National Research Center, provided context and an in-depth overview of the results of this survey. Before beginning her presentation Ms. Wytinck thanked Mr. Grace for all his help, providing insightful and thoughtful and detailed feedback regarding the community.

Board members commented on how pleased they are with the results of the survey and that the residents are happy with the overall direction in which the Village is headed. Thanks to the staff for their dedication and professionalism and thanks to the Board for their vision to move ahead. Special thanks to the Communications Department for getting information out to the community.

EVENTS & PROGRAMMING STUDY/PLAN

Ms. Gillespie reviewed that the Village is preparing to conduct a comprehensive study of its special events and programming, in collaboration with consultants from Keen Independent Research. This effort will evaluate current offerings alongside broader community-wide events and identify opportunities to enhance strategic initiatives and activate emerging venue spaces. The resulting plan will outline a clear path forward, including recommended resources, potential partnerships, and sustainable funding strategies, while also helping to define or reaffirm roles and responsibilities. The study's goal is to assess existing programming within the broader context of events hosted by other agencies and align future efforts with community preferences and Village Board priorities.

2026 CAPITAL IMPROVEMENT REQUESTS

Mr. Warnstedt reviewed the 2026 Capital Improvement Program Requests, details of which are contained in the memo that he and Ms. Schwab sent to Mr. Bragg dated July 22, 2025, as well as the PowerPoint presentation that he provided.

2026 GENERAL WAGE INCREASE/MERIT POOL

Ms. Golbach reviewed the 2026 General Wage Increase and Merit Pool recommendation, details of which are contained in her memo to Mr. Bragg of August 4, 2025.

FY 2025 – SIX MONTH REPORT

Mr. Black reviewed the FY 2025 Budget – Six Month Status, details of which are contained in his memo to Mr. Bragg of August 4, 2025.

SUNSET HOME RULE & UTILITY TAXES

Mr. Black reviewed the Home Rule Sales and Utility Taxes, details of which are contained in his memo to Mr. Bragg of August 4, 2025.

2025 PRELIMINARY TAX LEVY

Mr. Black reviewed the Proposed Tax Levy 2025, details of which are contained in his memo to Mr. Bragg of August 4, 2025, as well as the PowerPoint presentation that he provided.

PUBLIC COMMENT

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

EXECUTIVE SESSION

Moved by Johnson, seconded by Cesario, to move to Executive Session to discuss: **Section 2(C)(5) of the Illinois Open Meetings Act: (5) the Purchase or Lease of Real Property for the Use of the Public Body, Including Meetings Held for the Purpose of Discussing Whether a Particular Parcel Should be Acquired.**

Upon roll call, Trustees voted as follows:

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

NAYS: 0 – None

ABSENT: 1 – Ottenheimer

Motion declared carried.

The Board moved to Executive Session from 8:18 P.M. to 9:34 P.M.

ADJOURNMENT

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

The meeting was adjourned at 9:35 P.M.

Janet M. Sirabian, Village Clerk

APPROVED BY ME THIS 18th DAY OF August 2025

Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: August 18, 2025

AGENDA ITEM 3.a.

Approval of Warrant #1394

Contacts

Liaison: Trustee Cesario

Staff: Chris Black

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve Warrant #1384 in the amount of \$7,943,669.52

Summary

Warrant #1384 in the amount of \$7,943,669.52

Strategic Alignment

Guiding Principle

N/A

Goal

N/A

File Attachments

1. Summary Warrant 1384



VILLAGE OF BUFFALO GROVE WARRANT #1384
18-Aug-25

General Fund:	788,998.58
Parking Lot Fund:	461.32
Motor Fuel Tax Fund:	0.00
Debt Service Fund:	475.00
School & Park Donations:	0.00
Lake Cook Rd TIF Fund:	0.00
Capital Projects-Facilities:	626,458.15
Capital Projects-Vehicles/Equipment:	2,604.00
Capital Projects-Streets:	1,982,372.92
Retiree Health Savings (RHS):	0.00
Water Fund:	1,447,347.65
Buffalo Grove Golf Fund:	69,267.11
Arboretum Golf Fund:	109,222.97
Refuse Service Fund:	76,856.00
Information Technology Internal Service Fund:	224,057.15
Central Garage Internal Service Fund:	52,880.45
Building Maintenance Internal Service Fund:	90,010.13
	<u>5,471,011.43</u>
PAYROLL PERIOD ENDING 07/31/2025	1,257,866.93
PAYROLL PERIOD ENDING 08/14/2025	<u>1,214,791.16</u>
	<u>2,472,658.09</u>
TOTAL WARRANT #1384	<u><u>7,943,669.52</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: August 18, 2025

AGENDA ITEM 5.a.

Introduction of the Police Department's Newest Commander

Contacts

Liaison: Trustee Richards

Staff: Brian Budds

Staff Recommendation

Staff recommends presentation.

Recommended Motion

Staff Recommends Presentation

Summary

Police Chief Brian Budds will introduce the Department's newest Commander.

Strategic Alignment

Guiding Principle

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: August 18, 2025

AGENDA ITEM 7.a.

Announcement- BG Days Blood Drive

Contacts

Liaison: Trustee Richards

Staff: Christopher Stilling

Staff Recommendation

Staff recommends presentation.

Recommended Motion

N/A

Summary

BG Days Blood Drive will be held on Saturday, August 30 from 8 am until 1 pm at the Alcott Center, located at 530 Bernard Drive and Sunday, August 31 at Mike Rylko Community Park near the Fitness Center.

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services

Principle 5: Partnership with Local Districts

Principle 6: Engages Our Residents

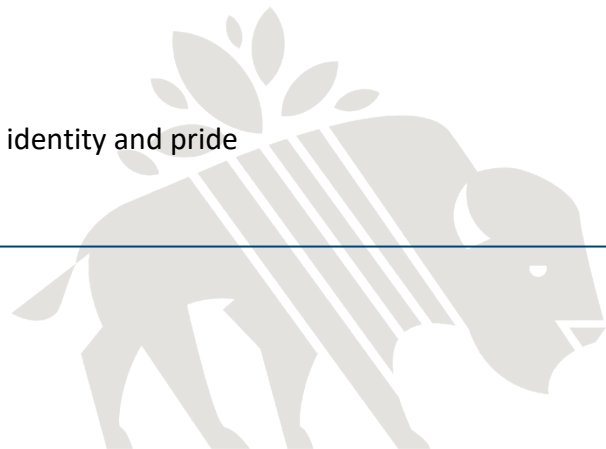
Principle 7: Builds Our Community

Goal

Goal 3: Strengthened Buffalo Grove community identity and pride

File Attachments

None





AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: August 18, 2025

AGENDA ITEM 8.a. O-2025-89

An Ordinance Amending Parking Restrictions To Highland Grove Drive and Fabish Drive At Tripp Elementary School

Contacts

Liaison: Trustee Weidenfeld

Staff: Andrea Larson

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve the ordinance amending parking restrictions around Tripp Elementary School.

Summary

Background

Parking around Tripp Elementary School is currently restricted along lengths of curblines on Highland Grove Drive and Fabish Drive during afternoon pickup times. Aptakisic-Tripp School District 102 is revising their student dropoff and pickup procedures at the school to address local resident concerns and improve the process for staff, students, and parents. The District requested additional assistance from Village staff to ensure private vehicles do not become an undue hazard during the critical morning dropoff and afternoon pickup times.

Analysis

Staff from Police, Engineering, Community Development, and District 102 determined minor adjustments should be made to the existing parking restrictions including the addition of morning restrictions and adding locations along the west curblines of Highland Grove Road to improve traffic flow and visibility. School and Village staff will continue to monitor the situation to ensure the needs of both the school and the surrounding neighborhood are adequately met. Public Works will sign the area appropriately.

Strategic Alignment

Guiding Principle

Principle 5: Partnership with Local Districts

Principle 6: Engages Our Residents

Goal

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

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. DRAFT Ordinance - Parking Restrictions for Tripp
2. Exhibit Map - Tripp Parking Restrictions





ORDINANCE 2025-xxx

AN ORDINANCE AMENDING PARKING RESTRICTION CHANGES TO HIGHLAND GROVE DRIVE AND FABISH DRIVE AT TRIPP ELEMENTARY SCHOOL

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

WHEREAS the Village seeks to amend the Village of Buffalo Grove Municipal Code to provide for safe and efficient traffic flow surrounding Tripp Elementary School; and

WHEREAS the recommendations have been developed with members of Aptakisic-Tripp School District 102, Tripp Elementary School staff, Village Community Development staff, Village Police Department staff, and Village Engineering staff; and

WHEREAS the recommendations of the Village Engineer have been presented to the Corporate Authorities.

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. Line N & O of Section 1303 C. of Article XIII of Chapter BG-11 of Title 10 of the Village of Buffalo Grove Municipal Code is hereby amended by adding thereto the following portions as shown by the underlined and highlighted text and removing the following portions as shown by the ~~struck through~~ text below as follows:

N. Fabish Lane: On the north and south curblines of Fabish Drive from Highland Grove Drive to 30 Fabish Drive, between the hours of 8:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m., school days.

O. Highland Grove Drive: On the east curblines of Highland Grove Drive between Fabish Drive and Aberdeen Lane and on the west curblines of Highland Grove Drive from the multi-use path crossing at 789 Highland Grove Drive to Fabish Drive between the hours of 8:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m., school days.

SECTION 3. Lines 125, 126, and 127 of Section 1308 of Article XIII of Chapter BG-11 of Title 10 of the Village of Buffalo Grove Municipal Code is hereby amended by adding thereto the following portions as shown by the underlined and highlighted text and removing the following portions as shown by the ~~struck through~~ text below as follows:

~~125. On the south side of Fabish Drive from the east lot line of 27 Fabish Drive east to Highland Grove Drive between the hours of 2:00 p.m. and 4:00 p.m., school days.~~

~~126. On the west curbline of Highland Grove Drive between Newtown Drive and a point twenty feet south of Newtown Drive, between the hours of 2:00 p.m. and 4:00 p.m., school days.~~

~~127. On the north side of Beechwood Road between Arlington Heights Road and Beechwood Court West, between the hours of 3:00 p.m. and 4:00 p.m. on school days.~~

SECTION 4. 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 5. This Ordinance shall be in full force and effect from and after its passage and approval and shall be codified.

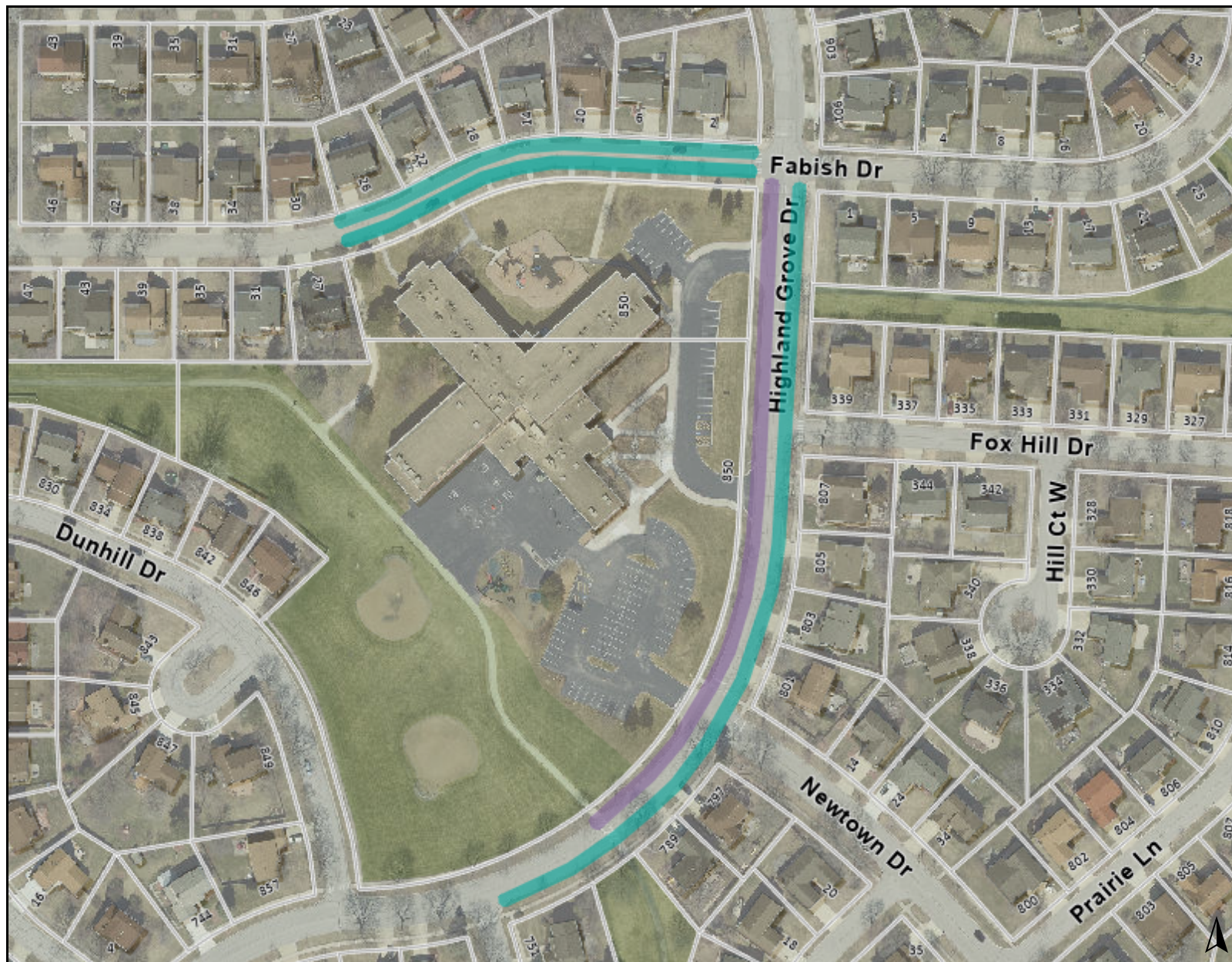
AYES: _____
NAYES: _____
ABSENT: _____
PASSED: _____, 2025
APPROVED: _____, 2025
PUBLISHED: _____, 2025

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

**Legend**

EXISTING parking restrictions:
2 PM to 4 PM on school days

REVISED parking restrictions:
8 AM to 9 AM and 2 PM to 4 PM on school days

ADDED parking restrictions:
8 AM to 9 AM and 2 PM to 4 PM on school days

0 300 600
ft

Print Date: 8/11/2025

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: August 18, 2025

AGENDA ITEM 8.b. O-2025-90

Ordinance Authorizing a Professional Services Agreement with Keen Independent Research LLC

Contacts

Liaison: Trustee Johnson

Staff: Molly Gillespie

Staff Recommendation

Staff recommends approval.

Recommended Motion

Staff recommends approval of the professional services contract with Keen Independent Research LLC to conduct a events and programming study and plan at an amount not to exceed \$47,940.00 subject to review and approval by the Village Attorney.

Summary

Background

The Village is preparing to conduct a comprehensive study of its special events and programming, in collaboration with consultants from Keen Independent Research. This effort will evaluate current offerings alongside broader community-wide events and identify opportunities to enhance strategic initiatives and activate emerging venue spaces. The resulting plan will outline a clear path forward, including recommended resources, potential partnerships, and sustainable funding strategies, while also helping to define or reaffirm roles and responsibilities. A scope of services was developed, and quotes were solicited from three qualified vendors. Following a thorough evaluation process, Keen Independent Research was selected for their strong project understanding, relevant municipal experience, and research-based approach.

Analysis

Keen Independent Research brings a nationally experienced, interdisciplinary team to lead Buffalo Grove's Events and Programming Study. First, the team will conduct a background analysis, including a full inventory of events, financial and policy reviews, and partnership role clarification. The second phase focuses on robust community and stakeholder engagement. This will include in-person meetings, creative public engagement activities during events, a virtual workshop survey, and up to 20 stakeholder interviews. Regular check-ins with Village staff will help align efforts. Next, strategic analysis and future planning will assess community

needs, identify programming gaps, and recommend sustainable funding models, operational needs, and potential partnerships. The final phase will synthesize all findings into a draft and final report, concluding with a formal presentation to Village leadership.

The project timeline spans August 2025 through March 2026. Keen Independent's research-based, inclusive approach is designed to produce actionable recommendations tailored to Buffalo Grove's unique assets, venues, and community goals.

Next Steps

Following contract execution, work on the first phase of the project will begin immediately.

Strategic Alignment

Guiding Principle

Principle 2: Outstanding Village Services
Principle 3: Plan and Invest in the Future
Principle 4: High Performing Village Team
Principle 5: Partnership with Local Districts
Principle 6: Engages Our Residents
Principle 7: Builds Our Community

Goal

Goal 3: Strengthened Buffalo Grove community identity and pride
Goal 5: More livable Buffalo Grove community with leisure experiences for all

File Attachments

1. Professional Services Agreement_Keen Independent Research
2. DRAFT_Ordinance_Keen_Independent_2025



VILLAGE OF BUFFALO GROVE
PROFESSIONAL SERVICES AGREEMENT
Events and Programming Study and Plan

THIS AGREEMENT is dated as of the 18 day of August 2025 ("**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:

Keen Independent Research LLC
2929 E. Camelback Road, Suite 115
Phoenix AZ 85016
Phone: 303-385-8515
Email: alexkeen@keenindependent.com

B. Project Description. The Consultant shall provide research, engagement, and planning services Services for the Village of Buffalo Grove as further described in Exhibit B.

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

SECTION 2. SCOPE OF SERVICES.

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

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

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

- C. **Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. **Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement. 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 Director of Communications and Engagement 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 B.
- F. **Term.** The contract shall be for a period of one (1) year from the date of Award.

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")
50 Raupp Blvd.
Buffalo Grove, IL 60089
Attn: Dane Bragg
Email: dbragg@vbg.org
cc: pbrankin@schainbanks.com

With a copy to

Law Firm.
Street
City, State, Zip
Attention:
Email:

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

Keen Independent Research LLC. ("Consultant")
2929 E. Camelback Road, Suite 115
Phoenix, AZ 85016
Attention: Alex Keen
Email: alexkeen@keenindependent.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: _____

KEEN INDEPENDENT RESEARCH, LLC

By: _____

Title: _____

Date: _____

Exhibit A.
Agreed Upon Pricing Structure

The Consultant has provided a not-to-exceed cost of \$42,640 to complete the scope of work provided in Exhibit B. This fee includes one trip for one person to conduct a site visit and in-person community engagement (to be confirmed with the Village upon kicking off the project).

The figure below illustrates this fee by task.

If an additional trip is requested for the final presentation, an additional fee of \$3,300 plus reimbursable travel expenses estimated at \$2,000 per person per two-night trip would be charged, bringing a total not-to-exceed cost for this project to \$47,940.

Proposed project cost by task

Task 1. Background analysis	\$ 5,840
Task 2. Community and stakeholder engagement	\$21,920
Task 3. Strategic analysis and future planning	\$5,840
Task 4. Deliverables and presentation	\$9,040
	Total \$42,640

Additional Trip	Maximum \$5,300
Not-to-Exceed Project Cost	Total \$47,940

Exhibit B.

Description of Work

Keen Independent Research will evaluate current events and programming, explore new opportunities, recommend sustainable funding models and define clear roles and responsibilities between the Village and its partners. The result of this study will be a comprehensive Events and Programming Study and Plan. Keen Independent will work with the Village to review current events, evaluate the market and engage with the community to understand potential opportunities and how the Village can best serve its community.

Scope of Services

The following tasks outline our approach to accomplishing the scope of work outlined in the RFQ.

Task 1. Background analysis. Understanding the Village's starting point is crucial to creating a customized plan for expanding special events that truly works for Buffalo Grove. Keen Independent will begin this assignment by conducting background research on the Village's current event offerings.

Task 1.1. Inventory and evaluation of current events and programming. To develop an understanding of the full scope of events developed by and in the Village, Keen Independent will inventory key community events and notate their organizers/producers, themes and the extent to which they engage the community.

This inventory will include events and programs produced or sponsored by the Village, departmental open houses and commission-led programming as well as events and programs by partner agencies like the Buffalo Grove Park District, townships, library districts and school districts.

For each event and program, we will document responsible entities, cost structures, funding sources (including sponsorships) and staff involvement.

Community feedback. Keen Independent will also review and synthesize any prior feedback the Village has collected from its residents regarding entertainment offerings. Sources for this feedback may include:

- Comments on the Village's social media accounts;
- Complaints or suggestions the public has filed with the Village;
- Notes from public meetings; and/or
- Results from prior community surveys.
-

Task 1.2. Partnership role clarification. Keen Independent will review formal and informal roles of the Village and Park District, including current division of responsibilities for Buffalo Grove Days and amphitheater access. We will work with the Village to clearly define the roles of each partner and provide recommendations to ensure these roles are well documented to ensure these lasting understanding.

Task 1.3. Financial review. The Keen Independent study team will assess existing event-related revenues and expenditures, including direct and indirect costs. We will also evaluate long-term sustainability and cost neutrality targets. We may suggest partnerships that the Village may pursue to share the costs of current and potential future event offerings.

Task 1.4. Policy and process review. We understand that multiple Village departments plan events and there may be opportunity for more clarity between the responsibilities of each department when planning an event. Keen Independent will review current Village existing policies, agreements or procedures guiding event development, funding, sponsorship and risk management regarding organizing events and consider where there may be opportunities for clarifications and operational efficiencies.

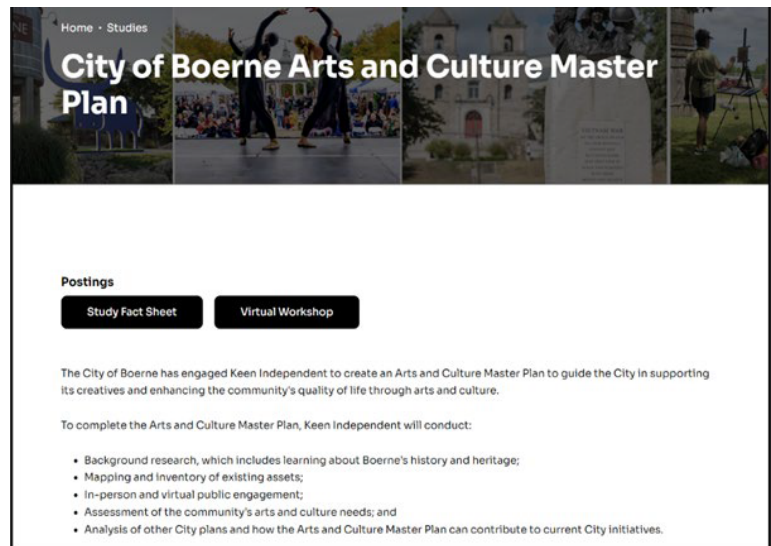
Task 1.5. Venue readiness and opportunities. We will review upcoming venues, including The Clove Park and the new amphitheater, and provide guidance on scalable and mission-aligned programming suited to each venue.

Task 2. Community and stakeholder engagement. Keen Independent will gather information from a variety of community members and stakeholders whose input, leadership and advocacy will be crucial to understanding the needs of the community.

To ensure a constant “open door” for stakeholder participation, Keen Independent will host a designated telephone hotline and email address that we will monitor through the duration of the study. We will also develop and host a project website offering background information about the project, opportunities to participate and providing updates throughout the project. At the conclusion of the project, we can update the site to share the final report and/or executive summary if desired. An example of a study website is shown in Figure 1-1.

Task 2-1. Community input. The study team will facilitate multiple engagement sessions that employ creative, family-friendly feedback methods.

1-1.Example project website



Public meetings. We will facilitate one to two in-person public meetings to learn about community needs, desires, expectations and support as it relates to event offerings in the Village.

Locations will be chosen for both demographic and geographic diversity. We plan to create a more relaxed environment through less formal formats such as “snacks and chat” or “coffee with Keen.” Public meetings will gather feedback that will be analyzed and presented in a qualitative appendix for review by Village leadership. We ask that the Village support with reserving the space and provide light refreshments at each in-person session.

The public meetings typically include:

- Description of the project;
- Overview of work accomplished thus far; and
- Brainstorming activities, creative thinking exercises and other prompts.

Public meeting activities will be designed to encourage free-flowing dialogue and idea-generation that result in deeper discussions and findings that can be quantified. Typical examples of exercises follow:

- **Present impressions.** The study team will invite participants to share perceptions of the event offerings in Buffalo Grove by providing anonymous feedback. This activity will be set up as a station that will be available for participants throughout the public meeting. To set up the activity, the study team will provide boxes with comment cards and supply writing utensils.
- **Future visions.** At this station, participants will be invited to respond to the following prompt: “What event offerings would you like to see in Buffalo Grove?” The study team will set up two foam core boards, post-it notes and star stickers at a table. Participants will be invited to share their responses on post-it notes and use the star stickers to upvote one another’s suggestions.
- **Buffalo Grove and me.** The study team will set up a parent-/kid-friendly station with activity sheets featuring the following prompt: “Draw your favorite thing to do in your city.” We will provide crayons, colored pencils and markers.

Alternatively, Keen Independent can leverage existing methods of community engagement the Village may use to reach its residents.



Virtual workshop. To further refine our recommendations and involve the community on a continual basis, Keen Independent will conduct a virtual workshop, an online, asynchronous instrument with open-ended questions, that is open to the public. Keen Independent has been particularly successful with receiving input from community members and other stakeholders through virtual workshops. This virtual workshop be delivered electronically to hard-to-reach individuals and individuals who may not be able to attend public meetings. Each participant can post input and engage in broader dialogue at their convenience.

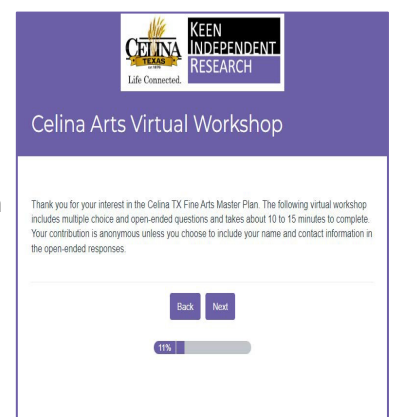
Keen Independent will provide the Village with the virtual workshop questions for review prior to publishing. We anticipate questions will focus on the following topics:

- Perceptions of events in Buffalo Grove;
- Desired programming and funding tolerance;
- Prices people would be willing to pay for various event options; and
- Opinions of preliminary recommendations developed by the study team.

The virtual workshop portal will remain open for participants to complete at their convenience. We recommend keeping this portal open for input for at least four weeks. Keen Independent will keep all responses and personal information secure and confidential, and initiate reminders to increase participation. We can also offer this workshop in Spanish if requested.

To further maximize participation, we will ask for assistance from the Village to promote this virtual workshop survey. This may include posting on the Village's social media page, sharing email lists and promoting it in newsletters and press releases.

See the image to the right for an example of a virtual workshop landing page.



Task 2.2. Stakeholder interviews. The study team will work with the Village to create a stakeholder list and organize participants into interviews or discussion groups that will ensure maximize impact and foster candor and open dialogue. Many key stakeholder meetings may be conducted during the study team’s site visit. Keen Independent will conduct interviews with up to 20 stakeholders via videoconference. Meetings may include the following stakeholders:

- Village leaders;
- Village staff;
- Park District commissions;
- Event organizers, promoters and presenters;
- Cultural leaders in the Buffalo Grove area;
- Business leaders;
- Community organizations; and
- Other community partners.

Keen Independent will develop interview guides that ensure we cover topics necessary for gathering critical input to the study but will allow study team members flexibility to lead semi-structured conversations that are responsive to ideas and interests generated by stakeholders.

Task 2.3. Advisory Check-ins. Keen Independent will schedule two to three milestone review sessions with Village staff at key points in the study process to discuss interim findings and adjust direction as needed.

Task 3. Strategic analysis and future planning. Keen Independent will analyze stakeholder input as well as other data gathered throughout the study to assess the needs of the community related to events and programming in Buffalo Grove. We will document differences between existing and desired programming and develop a plan for providing desired programming in the village.

Task 3.1. Needs assessment. We will analyze current and future demand based on demographic and market trends, including how events are currently engaging underserved populations. We will then provide comparative analysis of event offerings in up to three similar municipalities to provide insight into how they have engaged the community and addressed their needs.

Task 3.2. Programming concepts. Based on findings from community engagement and needs assessment, we will recommend new or expanded event and programming ideas, including potential uses for The Clove Park and amphitheater slots available to the Village.

Task 3.3. Sustainable funding options. We will identify and evaluate sponsorship models, grant opportunities, cost-recovery strategies and potential fees or revenue enhancements that could contribute to sustainable funding of specific event offerings.

Task 3.4. Operational recommendations. We will define staffing and resource needs for the Village to implement and sustain programming goals. This will include a recommended organizational structure or partnership models to ensure long-term success.

Task 4. Deliverables and presentation. Keen Independent will synthesize information gathered up to this point and create a list of recommendations for the Village within a draft and final report and presentation. We will provide this list to Village leadership for review.

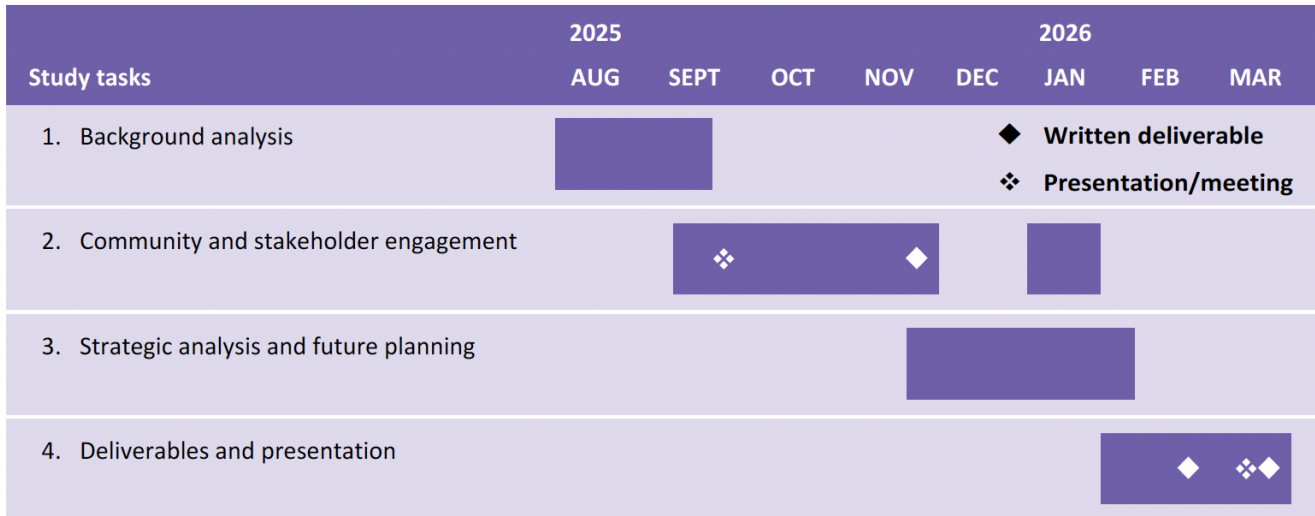
Task 4.1. Draft and final reports. Synthesizing all information gathered through the study, Keen Independent will provide a draft plan to the Village for feedback. This plan will include findings, needs assessment, community input summary, venue recommendations, budget scenarios and funding strategies.

We will then incorporate Village feedback and include an executive summary for the final plan.

Task 4.2. Presentation to Village Leadership. Keen Independent will present the final plan in person or virtually to the Village Board or leadership team.

Project Timeline

Keen Independent can complete the Events and Programming Study and Plan within eight months. The Figure below shows an amended timeline for the Buffalo Grove Events and Programming study.. Symbols reflect key meetings and presentations including site visits as well as written deliverables. The study team will collaborate with the Village to define a mutually agreed timeline and work plan as part of project initiation.



Source: Keen Independent Research.

Project Milestones

Listed below are project milestones aligned with the eight months planned for this project.

August through September 2025. These months will focus on background analysis, including the following tasks:

- Conduct an inventory and evaluation of current events and programming to understand the full scope of events developed by and in the Village;
- Review of formal and informal roles of the Village and Park District;
- Financial review of existing event-related revenues and expenditures;
- Review of existing plans and policies related to events;
- Review venue readiness and opportunities for mission-aligned programming; and
- Facilitate an advisory committee check-in to introduce Keen Independent (End of September 2026).

September through November 2025. These months will focus on community and stakeholder engagement, including the following tasks:

- Gather community input through public meetings and virtual workshops;
- Collect initial community input during Buffalo Grove Days (August 28—September 1);
- Collect additional community input at a community event (September 19); and
- Host an in-person public meeting (week of September 19).
- Conduct key stakeholder interviews;
- Facilitate an advisory committee check-in to discuss interim findings and project direction (end of November); and
- Share a draft written deliverable/appendix (end of November).

November 2025 through January 2026. These months will focus on strategic analysis and future planning, including the following

tasks:

- Conduct a needs assessment based on demographic and market trends;
- Develop programming concepts;
- Identify sustainable funding options; and
- Provide operational recommendations related to needed staffing and resourcing.

January 2026 through March 2026. These final months of the project will focus on developing the final written deliverables and presentation. This project will culminate with a final presentation for Village leadership.

- Share a draft written deliverable/appendix at an advisory check-in (mid-February 2026);
- Share final deliverables (end of March 2026);
- Deliver a final presentation (end of March 2026); and
- Facilitate an advisory committee to present final report findings (end of March 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.



ORDINANCE 2025-xxx

AN ORDINANCE AN ORDINANCE AUTHORIZING A
PROFESSIONAL
SERVICES AGREEMENT WITH KEEN
INDEPENDENT RESEARCH, 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 Professional Services Agreement with Keen Independent Research, LLC for an events and programming study and plan,

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 Professional Services Agreement with Keen Independent Research, LLC for an events and programming study and plan services at a total price not to exceed \$47,940.00, subject to review by the Village Attorney.

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

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

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: August 18, 2025

AGENDA ITEM 8.c. O-2025-91

Ordinance approving amendment to the Preliminary Plan with variations for an car wash addition and other improvements as well as updated signage, and other improvements at the BP Gas Station at 540 McHenry Road.

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 as well as zoning and signage variations for a car wash addition and other improvements as well as updated signage at the BP Gas Station at 540 McHenry Road.

Summary

See attached memorandum.

Strategic Alignment

Guiding Principle

Principle 7: Builds Our Community

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

File Attachments

1. Memo - BP Gas Station - 540 McHenry Rd
2. DRAFT Ordinance - BP Gas Station - 540 McHenry Rd
3. DRAFT Ordinance - Exhibit B. Plan Set
4. DRAFT Ordinance - Exhibit C. Draft PZC Minutes - August 6, 2025

DATE: August 18, 2025

TO: Village Manager Dane Bragg

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

SUBJECT: Preliminary Plan Amendment, Zoning and Sign Variations for improvements at BP Gas Station - 540 McHenry Road

RECOMMENDATION

Staff recommends the Village Board approve an amendment to the Preliminary Plan approved by Ordinance No. 1984-055 along with zoning and sign variations, to allow the construction of an existing car wash, relocate and expand the trash enclosure, relocate a propane storage area, as well as an update to car wash signage at the BP Gas Station site at 540 McHenry Road, subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

Graham Enterprise Inc., is requesting an amendment to the Preliminary Plan as well as zoning and signage variations to construct a 444 sq ft addition to an existing car wash, relocate and expand the trash enclosure, relocate a propane storage area, as well as an update to car wash signage at the BP Gas Station site at 540 McHenry Road. This property is in the B-2 zoning district. The car wash project also involves installing a new roof, repainting, adding new windows, and upgrading the car wash equipment.

PLANNING & ZONING ANALYSIS

The existing car wash facility, propane storage cages, and trash enclosure are all classified as accessory structures. A variation is required for the trash enclosure due to its location within the side yard (it crosses the midpoint of the principal structure, the gas station). The existing propane storage cages, which are being moved to the southeast and further out of sight,



Figure 1: Subject Property

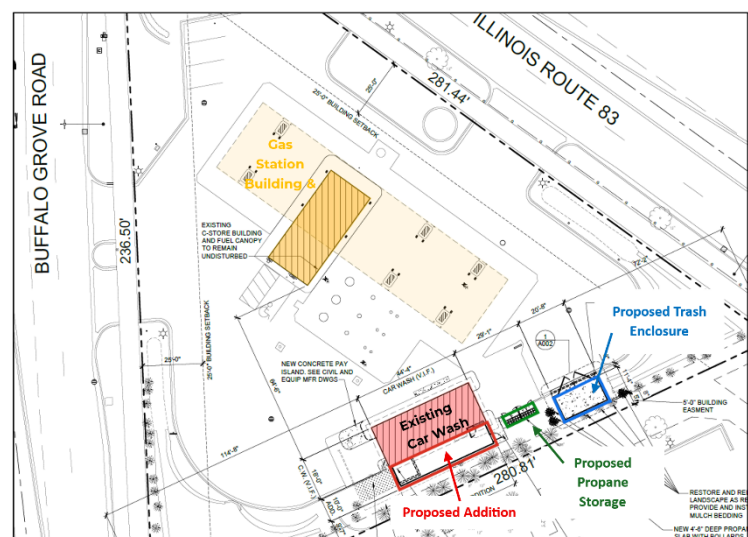


Figure 2: Proposed Improvements

also requires a variation since their length of 16 feet exceeds the maximum of 7'-6". The proposed improvements meet all other zoning setbacks and height requirements.

The petitioner also plans to replace the 'Touchless Carwash' sign on the north elevation of the car wash, while keeping all other existing signs on the site. Variations from maximum size regulations are necessary for the replaced wall sign, which exceeds the maximum length of 13'2" with a proposed length of 17'2", and the existing incidental entrance sign, which exceeds the maximum area of 4 sqft with a proposed 6 sqft. Moreover, a variation is needed for the number of wall signs, as the 7 existing wall signs exceed the maximum allowed of 4 signs.

Stormwater & Engineering

Village Engineers work with the applicant to ensure detention requirements are met while maintaining the proposed locations of the addition, trash enclosure, and propane storage area.

PLANNING & ZONING COMMISSION MEETING

At the Planning and Zoning Commission Meeting, commissioners raised circulation concerns, specifically regarding if a vehicle accessing the propane storage area could block the carwash exit or create conditions for a collision. The petitioner explained that the car wash is self-driving, not automatic like other car washes, and the driver inside the tunnel is in control and able to navigate the exit. Both the Commissioners and the petitioner agreed that additional striping and signage at the car wash exit as well as setting the propane storage further back from the exit, would help address this issue. The petitioner has revised the site plan to reflect these changes and this revision has been included in the plan set.

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** for an amendment to the Preliminary Plan approved by Ordinance No. 1984-055 along with zoning and sign variations, to allow the construction of a 444 sq ft addition to the existing car wash, relocate and expand the trash enclosure, relocate a propane storage area, as well as an update to car wash signage at the BP Gas Station site at 540 McHenry Road, 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.
3. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.
4. The landscaping on the site shall be maintained in compliance with the approved landscape plan in perpetuity.



ORDINANCE 2025-xxx

AN ORDINANCE APPROVING AN AMENDMENT TO
THE PRELIMINARY PLAN, APPROVED BY ORD. 84-
55, WITH ZONING AND SIGN VARIATIONS AT 540
MCHENRY ROAD

WT Group AEC, LLC
540 McHenry Road

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

WHEREAS 540 McHenry Road, Buffalo Grove, IL ("Property") is a stand-alone gas station facility in the B-2: Business District and is hereinafter legally described in Exhibit A; and

WHEREAS, Graham Enterprise, Inc is the owner of the Property; and

WHEREAS, in 1984, the Village Board approved Ordinance No. 1984-055 granting a preliminary plan for the existing gas station building, canopy, and car wash at 540 McHenry Road; and

WHEREAS, WT Group AEC, LLC, ("Petitioner") has filed a petition on behalf of Graham Enterprises, Inc, requesting an amendment to Ordinance No. 1984-055, with zoning and signage variations, to construct a 444 sq ft addition to the existing car wash, relocate and expand the trash enclosure, relocate a propane storage area, as well as an update to car wash signage at the BP Gas Station site at 540 McHenry Road, subject to the conditions in the attached Ordinance.

1. An amendment to the Preliminary Plan approved by Ordinance No. 1984-055; and,
2. The following Variations from the Village of Buffalo Grove Sign Code:
 - a. A variation from Section 14.16. to allow more than four wall signs on the property;
 - b. A variation from Section 14.16. to allow the proposed wall sign on the north elevation to exceed the allowable length of a wall sign;
 - c. A variation from Section 14.16. to allow the incidental signs on the car wash to exceed the 4 sqft requirement;
3. The following Variations from the Village of Buffalo Grove Zoning Ordinance:
 - a. A variation from Section 17.32 to allow an accessory structure to project in front of the midpoint of the principal building;
 - b. A variation from Section 17.44.30.D.5 to allow the propane storage area to exceed the maximum length of the propane storage facility.

WHEREAS the Planning & Zoning Commission held a public hearing on August 6, 2025, concerning the request; and

WHEREAS the Planning & Zoning Commission determined that the requests for preliminary plan approval with zoning and sign variations is 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 6-0 to recommend approval of the requested amendment to the preliminary plan, zoning variations, and sign variations; and

WHEREAS the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested amendment to the preliminary plan, zoning variations, and sign variations are reasonable and will serve the best interests of the Village; and

WHEREAS, the proposed amendment to the preliminary plan approved by Ordinance No. 1984-055, zoning variations, and sign variations, 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 August 6, 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, approved by Ordinance No. 1984-055 along with zoning and sign variations, to allow the construction of an existing car wash, relocate and expand the trash enclosure, relocate a propane storage area, as well as an update to car wash signage at the BP Gas Station site at 540 McHenry 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.
3. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.
4. The landscaping on the site shall be maintained in compliance with the approved landscape plan in perpetuity.

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

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

AYES: _____

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

DRAFT

EXHIBIT A

Legal Description

WT Group AEC, LLC

540 McHenry Road

SUBJECT PROPERTY COMMON ADDRESS: 540 McHenry Road, Buffalo Grove, IL 60089

PARCEL INDEX NUMBERS: 15-33-111-001

LEGAL DESCRIPTION: LOT 1 IN AMOCO ADDITION TO BUFFALO GROVE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1984 A DOCUMENT 2317012, IN LAKE COUNTY, ILLINOIS.

DRAFT

EXHIBIT B

Plan Set
WT Group AEC, LLC
540 McHenry Road

DRAFT

EXHIBIT C

Minutes from August 6, 2025, Planning & Zoning Commission Meeting
WT Group AEC, LLC
540 McHenry Road

DRAFT

July 7, 2025

**Village of Buffalo Grove
Community Development
50 Rapp Boulevard
Buffalo Grove, IL 60089**

Narrative Statement:

**BP Gas Station Car Wash Addition and Trash Enclosure
540 McHenry Road
Buffalo Grove, Illinois**

To Whom It May Concern,

The BP Gas Station, located at 540 McHenry Road, Buffalo Grove, IL 60089, is proposing an expansion that includes a 443-square-foot addition to the existing 798 square-foot car wash facility. The project will also involve the construction of a new 20'-8" x 11'-4" masonry trash enclosure, and a 72-square-foot concrete slab for propane tank storage. .

The property's PIN is 15-33-111-001.

Should you require any additional information or have any questions, please feel free to contact me at your convenience.

Respectfully Submitted,

WT GROUP AEC, LLC

Lauren Barraza

**Lauren Barraza
Project Manager, DPM**

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:

- A. Zoning Variance 1: Propane Storage size exceeds 7'-6" in Length. Total length is 16'-0". The property in question is a service orientated business supplying fueling products, Grocery products and car cleaning services. The reasonable return is determined by customer demand. The demand at this site calls for (2) Propane storage display cages. Each cage is 8'-0" in Length and therefore a total length of 16'-0" is required.
- B. Zoning Variance 2: Accessory Building passes midpoint of building in the side yard. The property in question is triangular in shape and the positioning of the Accessory building (Trash Enclosure) has to be at the base of the Triangle due to unique circumstances that will be described in point 2 below. The reasonable return for this item is to be able to remove trash from the site. Without the variance business would soon deteriorate.

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

Response:

- A. Zoning Variance 1: Propane Storage size exceeds 7'-6" in Length. Total length is 16'-0". Since, the demand at this site calls for (2) Propane storage display cages and since each cage is 8'-0" in length; therefore a total length of 16'-0" is required.
- B. Zoning Variance 2: Accessory Building passes midpoint of building in the side yard. The property in question is triangular in shape and the positioning of the Accessory building (Trash Enclosure) has to be at the base of the Triangle. In addition other unique circumstances include: (1) existing detention is in the southwest corner of the site, (2) The new modern Car Wash equipment require a separate equipment room hence the existing Trash enclosure has to relocate, and (3) ease of access for the Refuse vehicle mandates the need for the variance.

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

Response:

- A. Zoning Variance 1: Propane Storage size exceeds 7'-6" in Length. Total length is 16'-0". The location of the Propane display is not in a prominent location and is screened by both the Car Wash building and the New Trash Enclosure. In addition Switchgrass and Prairie dropseed will surround the display of the south and east sides.
- B. Zoning Variance 2: Accessory Building passes midpoint of building in the side yard. The new Trash Enclosure is full masonry bearing and will be of a color that is complimentary to the overall development. The gates are of solid wood and metal framing and provide 100% screening. In addition new Arborvitae and Switchgrass will enhance the enclosure.



Sign Code – Variation Standard

RESPONSE TO STANDARDS

During your testimony at the Public Hearing you need to testify and present your case for the variance by addressing the six (6) standards listed below.

The Planning & Zoning Commission is authorized to grant variations to the regulations of the Sign Code (Chapter 14.40) based upon findings of fact which are made based upon evidence presented at the hearing that:

1. The literal interpretation and strict application of the provisions and requirements of this Title would cause undue and unnecessary hardships to the sign user because of unique or unusual conditions pertaining to the specific building, parcel or property in question; and

Response:

- A. Signage Variance 1: Maximum 4 proposed 7. The uniqueness of this proposal is that there are three businesses that currently operate on this site: A Fueling Facility, Convenience store and a Car wash. Currently there are 7 Wall signs on the property. Three signs are on the Canopy which are not changing and three signs on the Convenience store, which are also not changing. The existing Car wash has one Sign which is proposed to be changed. Literal interpretation of the code would require that the car wash have no signage and that 2 other sizes would have to be removed. Since there are three business on the site this would impose the hardship.
- B. Signage Variance 2: Maximum length of sign “Touchless Carwash” is 13.2’. Proposed 17.1’. The uniqueness to this request is to balance the size of the sign in regards to the width of the car wash and the width of the window openings. At 17.1’ in length the height of the tallest letter is at 20” which is far below the allowable 33”. If the sign was at 13.2” the height of the letters would be so short that the sign would be out of portion with the windows and the wall.

2. The granting of the requested variance would not be materially detrimental to the property owners in the vicinity; and

Response:

- A. Signage Variance 1: Maximum 4 proposed 7. Currently there are 7 Wall signs on the property. Proposed are 7 as well. The only change is the sign on the car wash which would be changing from Car Wash to Touchless Carwash.
- B. Signage Variance 2: Maximum length of sign “Touchless Carwash” is 13.2’. Proposed 17.1’. The propped sign at the car wash is replacing the existing sign at the same location on the wall of the building. The proposed improvement to the car wash will enhance the overall appearance of the site and would be a positive enhancement to the area.

3. The unusual conditions applying to the specific property do not apply generally to other properties in the Village; and

Response:

- A. Signage Variance 1: Maximum 4 proposed 7. The unique condition of this proposal is that there are three businesses that currently operate on this site: A Fueling Facility, Convenience store and a Car wash.
- B. Signage Variance 2: Maximum length of sign “Touchless Carwash” is 13.2’. Proposed 17.1’. The unique condition is that it is desired to balance in terms of proportions the Signage with the new windows and the existing wall. Though the length is longer the height of the tallest letter is only 20” in lieu of the allowable 33”.

4. The granting of the variance will not be contrary to the purpose of this Title pursuant to Section 14.04.020.

Response:

- A. Signage Variance 1: Maximum 4 proposed 7. The uniqueness of this proposal is that there are three businesses that currently operate on this site: A Fueling Facility, Convenience store and a Car wash. Currently there are 7 Wall signs on the property. The only change to the Signage is replacing the “Car Wash” sign with “Touchless Carwash”. Please note that the proposed total signage square footage is far below the allowable square footage. The request is to use smaller sizes in the appropriate areas to identify the three businesses.
- B. Signage Variance 2: Maximum length of sign “Touchless Carwash” is 13.2’. Proposed 17.1’. The proposed Signage is an attempt to harmonize the Signage with the windows and building wall and meet the intent of the Signage Code.

B. Where there is insufficient evidence, in the opinion of the Planning & Zoning Commission, to support a finding under subsection (A), but some hardship does exist, the Planning & Zoning Commission may consider the requirement fulfilled if:

- 1. The proposed signage is of particularly good design and in particularly good taste; and

Response:

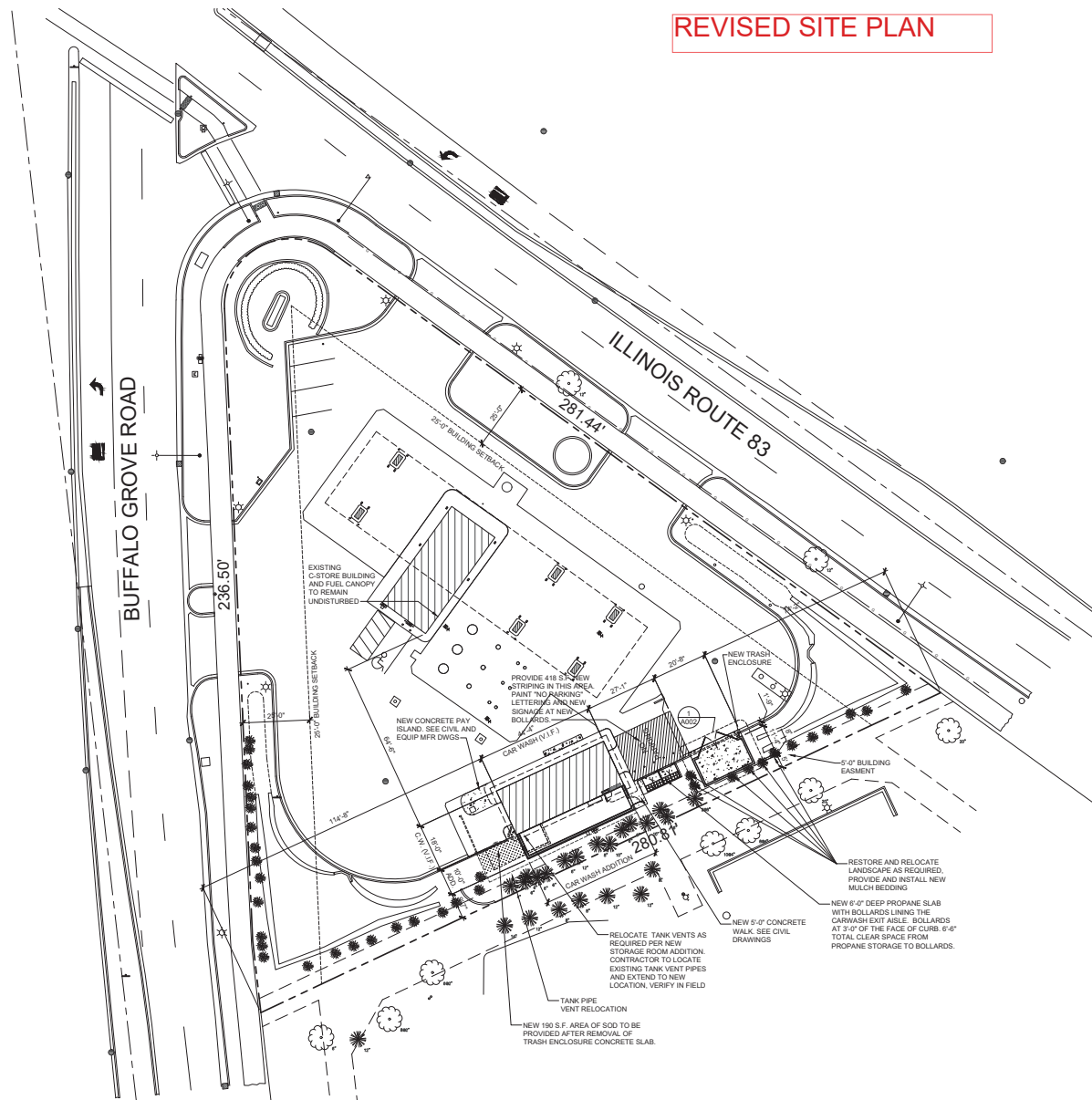
The only change is proposed to replace the “Car Wash” sign with “Touchless Carwash”. The proposed sign is in harmony not only with the Car wash but with the overall site as well.

- 2. The entire site has been or will be particularly well landscaped.

Response:

The site has mature Landscape which is being maintained. New Landscaping is being added to further enhance the overall aesthetic of the site.

REVISED SITE PLAN



1 SITE PLAN - ALTERNATE 1
SCALE: 1" = 20'-0"



GENERAL NOTES

- ALL CONTRACTORS AND SUBCONTRACTORS WILL THOROUGHLY FAMILIARIZE THEMSELVES WITH THESE CONSTRUCTION DOCUMENTS AND WILL VERIFY EXISTING SITE AND CONDITIONS PRIOR TO SUBMITTING A BID. ALL SUBCONTRACTORS WILL PROVIDE ALL LABOR, SUPERVISION AND MATERIALS OF EVERY TYPE WHICH MAY BE NECESSARY FOR A SUCCESSFUL COMPLETION. ALL WORK TO BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER ACCORDING TO THE TRUE INTENT AND MEANING OF THE DRAWINGS AND SPECIFICATIONS.
- THIS ARCHITECT AND HIS PROFESSIONAL CONSULTANTS WILL NOT HAVE CONTROL, OF AND WILL NOT BE RESPONSIBLE FOR, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SPECIFICATIONS, PROCEDURES, OR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK ON THIS PROJECT OR FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTOR, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK ON THIS SITE, NOR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE INTENT OF THE CONTRACT AND OR CONSTRUCTION DOCUMENTS.
- ALL CONTRACTORS WILL PROVIDE ADEQUATE BRACING AND/OR SHORING TO INSURE STRUCTURAL STABILITY OF THE BUILDING AND ALL RELATED BUILDING COMPONENTS IE: STRUCTURAL WALLS, INTERIOR WALL ASSEMBLIES, ETC. DURING THE CONSTRUCTION PHASE OF THIS PROJECT.
- WORK WILL BE COORDINATED WITH ALL TRADES IN ORDER TO AVOID INTERFERENCE, AND AVOID OMISSIONS.
- ALL MATERIALS USED WILL BE NEW AND BEAR U.L. LABELS WHERE REQUIRED AND MEET APPROPRIATE N.E.M.A. STANDARDS.
- LAYOUT ALL PARTITIONS BEFORE BEGINNING CONSTRUCTION TO PREVENT ERRORS BY DISCREPANCY. ALL DRYWALL PARTITIONS WILL BE INSTALLED AS NOTED ON THE DRAWINGS.
- EACH SUBCONTRACTOR WILL AMEND AND MAKE GOOD AT HIS OWN COST, ANY DEFECTS OR OTHER FAULTS IN HIS WORKMANSHIP AND/OR HIS SUPPLIED MATERIALS.
- ALL CONTRACTORS WILL GUARANTEE ALL LABOR AND MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF OCCUPANCY.
- VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO ORDERING, CUTTING AND/OR INSTALLING MATERIAL, PRODUCT OR EQUIPMENT. IN THE EVENT OF ANY DISCREPANCIES, CONTACT THE CONSTRUCTION MANAGER OR OWNER BEFORE PROCEEDING WITH THAT WORK.
- ALL SUBCONTRACTORS WILL PROVIDE A CERTIFICATE OF INSURANCE TO THE GENERAL CONTRACTOR PRIOR TO STARTING ANY WORK ON THIS PROJECT. CERTIFICATE OF INSURANCE CANNOT BE TERMINATED OR CANCELED WITHOUT 10 DAYS PRIOR WRITTEN NOTICE TO THE OWNER.
- ANY ADDITIONS OR CHANGES TO WORK MUST BE AUTHORIZED IN WRITING BY THE OWNER'S REPRESENTATIVE. NO ALTERATIONS WILL BE MADE ON THIS PROJECT EXCEPT UPON WRITTEN ORDER BY THE OWNER'S REPRESENTATIVE.
- NO SUBSTITUTIONS OF ANY KIND FOR MATERIALS SPECIFIED ON THESE CONSTRUCTION DOCUMENTS IS ALLOWED. NO "EQUIVALENT" SUBSTITUTIONS WILL BE MADE UNLESS DUE TO THE LACK OF AVAILABILITY OF THE ORIGINAL MATERIAL SPECIFIED AND APPROVED IN WRITING BY CLIENT.
- WEATHER CONDITIONS: CONTRACTORS WILL PROTECT ALL PARTS OF THEIR WORK FROM WEATHER DAMAGE DUE TO FROST, RAIN, HEAT, ETC. AND WILL MAKE GOOD TO THE SATISFACTION OF THE CONSTRUCTION MANAGER AND/OR GENERAL CONTRACTOR ANY PORTION OF THE WORK WHICH MAY HAVE BECOME DAMAGED.
- RESPONSIBILITY OF CONTRACTOR: EACH SUBCONTRACTOR IS RESPONSIBLE FOR WORKMANSHIP AND MATERIALS. EACH SUBCONTRACTOR IS RESPONSIBLE FOR THE CARE AND PROTECTION OF HIS OWN WORK AND MATERIALS.
- SITE SAFETY: EACH CONTRACTOR WILL ABIDE BY LOCAL AREA STANDARDS AND RELATED OSHA STANDARDS FOR THE PROTECTION AND SAFETY FOR THEIR EMPLOYEES ON SITE. THIS ARCHITECT AND HIS PROFESSIONAL CONSULTANTS WILL BE HELD HARMLESS BY THE OWNER, GENERAL CONTRACTOR AND RELATED AWARDED TRADES ON THIS PROJECT FOR ACCIDENTS OR INJURIES CAUSED OR ACCRUED ON THIS PROPERTY DURING THE PRE/ACTUAL/POST CONSTRUCTION PHASES OF THIS PROJECT.
- PILFERAGE: EACH CONTRACTOR WILL BE RESPONSIBLE FOR HIS OWN EQUIPMENT AND MATERIALS USED IN CONSTRUCTION INCLUDING THOSE ITEMS FURNISHED BY THE OWNER AND DELIVERED TO THE JOB SITE. TO BE INSTALLED BY THE CONTRACTOR. THE OWNER WILL NOT BE HELD LIABLE FOR STOLEN EQUIPMENT, MATERIALS OR DAMAGE OF THE SAME ON THIS JOB SITE.
- LIENS: ALL SUBCONTRACTORS AND THE GENERAL CONTRACTOR WILL DELIVER TO THE OWNER, A COMPLETE RELEASE OF ALL CLAIMS ARISING OUT OF THIS CONTRACT.
- GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR REMOVAL OF DEBRIS ACCUMULATED BY EACH TRADE. HOWEVER, EACH TRADE WILL KEEP THE JOB SITE CLEAN AND SAFE AT ALL TIMES, ALONG WITH A BROOM FINISH AT THE END OF EACH WORKING DAY.
- SCHEDULE OF WORK: THE OWNER'S REPRESENTATIVE WILL COORDINATE WITH THE GENERAL CONTRACTOR DURING THE BIDDING PROCESS. THE REQUIRED NUMBER OF CALENDAR DAYS TO COMPLETE THIS WORK.

PROJECT DIRECTORY

OWNER

GRAHAM ENTERPRISE INC.
ATTN: BRIAN WENTE
750 BUNKER CT. SUITE 100
VERNON HILLS, IL
847.837.0777

ARCHITECT

WT GROUP LLC
DESIGN & PROGRAM MANAGEMENT
ATTN: CHRISTIAN KALISCHESKI
2075 PRATUM AVENUE
HOFFMAN ESTATES, IL 60192
224.293.6860

CIVIL ENGINEER

THE W.T. GROUP, LLC
ATTN: JASON GREEN
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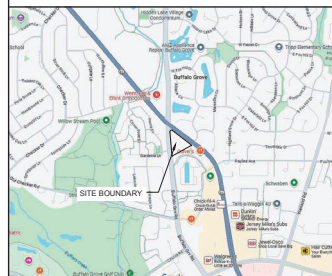
STRUCTURAL ENGINEER

WT GROUP
ATTN: DRAKE TYLKA
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224.293.6333

MECHANICAL, ELECTRICAL, AND PLUMBING ENGINEER

CARTLAND KRAUS ENGINEERING, LTD.
BRIAN BOLTON
760 TELSER ROAD
LAKE ZURICH, IL 60047
847.719.1708 EXT. 111

LOCATION MAP



GENERAL BUILDING INFORMATION

BUFFALO GROVE, IL ADOPTED CODES

2018 INTERNATIONAL BUILDING CODE W/ AMENDMENTS
2018 INTERNATIONAL FIRE CODE W/ AMENDMENTS
2018 INTERNATIONAL MECHANICAL CODE W/ AMENDMENTS
2018 CHICAGO ELECTRICAL CODE W/ AMENDMENTS
2018 ILLINOIS PLUMBING CODE W/ AMENDMENTS
2018 ILLINOIS ACCESSIBILITY CODE
2018 INTERNATIONAL ENERGY CONSERVATION CODE W/ AMENDMENTS
2018 INTERNATIONAL FUEL GAS CODE W/ AMENDMENTS
2018 CURRENT ZONING ORDINANCE AND AMENDMENTS.

BUILDING DATA

ZONING CLASSIFICATION: B-2 GENERAL RETAIL DISTRICT
OCCUPANCY: BUSINESS GROUP B
CONSTRUCTION TYPE: V8
NUMBER OF STORIES: 1
BUILDING AREA: 443 SQ.FT.

THE INFORMATION CONTAINED ON THIS SHEET IS INTENDED AS A GENERAL OVERVIEW OF THE PROJECT. A FULL DETAILED CODE REVIEW FOR THIS PROJECT CAN BE FOUND ON SHEET G002.

STATEMENT OF COMPLIANCE

I, CHRISTIAN KALISCHESKI, A.I.A., DULY LICENSED IN THE STATE OF ILLINOIS BY THE DEPARTMENT OF PROFESSIONAL REGULATION, DO HEREBY STATE THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF DOES CONFORM TO THE APPLICABLE BUILDING CODES AND ORDINANCES, AND ARE IN COMPLIANCE WITH THE ENVIRONMENTAL BARBERS ACT (410 ILCS 25) AND THE ILLINOIS ACCESSIBILITY CODE (71 ILCS 206.001).

Christian Kalischeski

DATE: 06/27/2025
CHRISTIAN KALISCHESKI
ILLINOIS REGISTRATION NUMBER: 12830
DATE OF EXPIRATION: NOVEMBER 30, 2025

DRAWING INDEX

GENERAL

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G002 CODE INFORMATION & EGRESS PLAN

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A002 SITE DETAILS

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S-0.0 STRUCTURAL NOTES
S-0.1 STRUCTURAL NOTES
S-1.0 FOUNDATION PLAN
S-2.0 ROOF FRAMING PLAN
S-3.0 FOUNDATION DETAILS
S-4.0 FRAMING DETAILS

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D131 DEMOLITION ROOF PLAN
D201 DEMOLITION EXTERIOR ELEVATIONS
A101 FLOOR AND REFLECTED CEILING PLANS
A131 ROOF PLAN
A201 EXTERIOR ELEVATIONS
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A312 WALL SECTIONS AND DETAILS
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P1.0 PLUMBING FLOOR PLAN

MECHANICAL

M1.0 MECHANICAL FLOOR PLAN

ELECTRICAL

E1.0 ELECTRICAL FLOOR PLANS

NOTE: CIVIL DRAWINGS ARE UNDER SEPARATE DRAWING SET.

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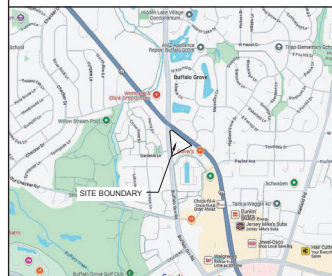
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STATE OF ILLINOIS
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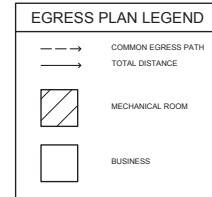
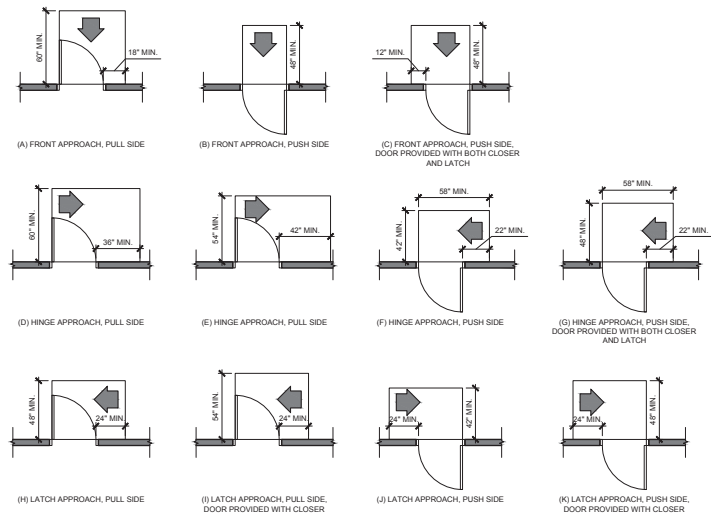
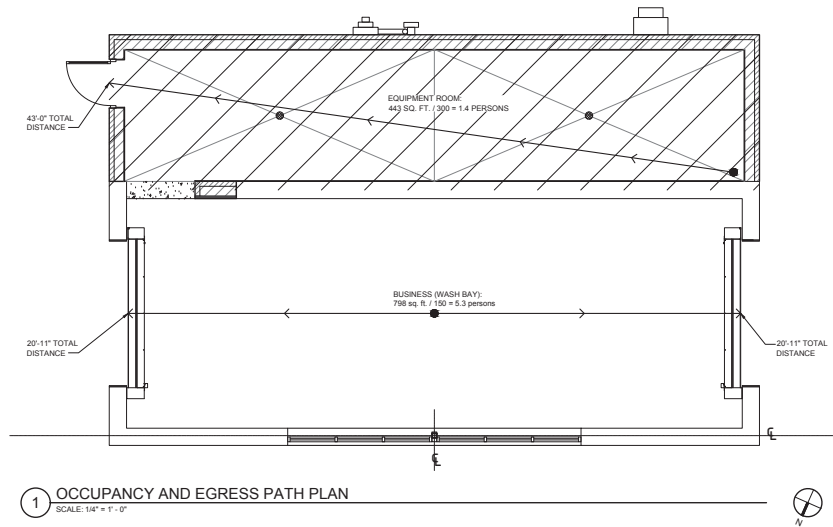
PROPOSED CAR WASH BLDG ADDITION
540 MCHENRY ROAD
BUFFALO GROVE, ILLINOIS 60089

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ISSUE
FOR DATE
REVIEW 4.28.24
REVIEW 7.2.24
REVIEW 9.23.24
REVIEW 12.12.24
REV 12.30.24
CITY REVIEW 06.27.25

CHECK/OK
DRAWN: CMS, JKM
JOB: 02460159
G001
COVER SHEET

Project & Code Information			D2400159 - Trio - Buffalo Grove, IL	
APPLICABLE CODES: ALL WORK UNDER THIS CONTRACT SHALL COMPLY WITH THE PROVISIONS OF THE SPECIFICATIONS AND DRAWINGS, AND SHALL SATISFY ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS OF ALL GOVERNING BODIES INVOLVED. ALL PERMITS AND LICENSES NECESSARY FOR THE PROPER EXECUTION OF THE WORK SHALL BE PROCURED AND PAID FOR BY THE CONTRACTOR INVOLVED. APPLICABLE CODES INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:				
CODES				
2018 INTERNATIONAL BUILDING CODE			2018 INTERNATIONAL ENERGY CONSERVATION CODE	
2015 INTERNATIONAL RESIDENTIAL CODE			2006 INTERNATIONAL FIRE CODE	
2018 CHICAGO ELECTRIC CODE			2014 ILLINOIS PLUMBING CODE	
2018 INTERNATIONAL MECHANICAL CODE			2018 ILLINOIS ACCESSIBILITY CODE LOCAL AMENDMENTS TO CODES	
CODE	SECTION	ITEM	REQUIRED OR ALLOWED	PROVIDED
IBC 2018	304.1	Use & Occupancy Classification	Group B	Group B
IBC 2018	903.2.1.2	Automatic Sprinkler System	Not Required	Addition to an Existing Building
IBC 2018	Table 503/601	Construction Type:	VB	VB
IBC 2018	Table 504.3	Allowable Building Height in Feet Above Grade Plane	40'-0"	13'-6"
IBC 2018	Table 504.4	Allowable Number of Stories Above Grade Plane	2 story	1 story
IBC 2018	Table 506.2	Allowable Area	9,000 SF	1241 SF including Addition
IBC 2018	Table 601	Fire resistance - Structural frame (i.e. columns, beams,	VB = 0 HRS	0 HRS
IBC 2018	Table 601	Fire resistance - Exterior bearing walls	VB = 0 HRS, except as modified by fire separation distance Table 602 & 705.8 = 1 & 25% OPENING	0 HRS
IBC 2018	Table 601	Fire resistance - Interior bearing walls	VB = 0 HRS	0 HRS
IBC 2018	Table 601	Fire resistance - Exterior non-bearing walls	VB = 0 HRS	0 HRS
IBC 2018	Table 601	Fire resistance - Interior non-bearing walls	VB = 0 HRS	0 HRS
IBC 2018	Table 601	Fire resistance - Floor Construction (incl. beams & joists)	VB = 0 HRS	0 HRS
IBC 2018	Table 601	Fire resistance - Roof Construction (incl. beams and joists)	VB = 0 HRS	0 HRS
IBC 2018	Table 602	Exterior Wall Fire Resistance Ratings	$x < 5'$, 1 hour $5' \leq x < 10'$, 1 hour $10' \leq x < 30'$, 0 hour $x \geq 30'$, 0 hour	North $\geq 30'$, 0 hour East $\geq 30'$, 0 hour South $< 5'$, 1 hour West $\geq 30'$, 0 hour
IBC 2018	Table 1004.5	Occupant Load	Business - 150 SF Gross / Occup. Mech Equip - 300 SF Gross / Occup. TOTAL =	796/150 = 5.3 443/300 = 1.4 6.7 = 7 people
IBC 2018	1005.3.2	Minimum Egress Width	Occupants 7' x 2' = 1.4"	36" +
IBC 2018	1005.7.1	Door encroachment	max 7" encroachment, less than 50% aisle reduction	OK
IBC 2018	1010.1.1	Minimum Size of Doors	32"	34"
IBC 2018	Table 1006.2.1	Common Path of Egress	75' maximum	None
IBC 2018	Table 1006.2.1	Numbers of Exits Per Space	Since Group B then 1 exit per space if occupant load is 49 or less & travel distance is 75' - 0" or less.	B: 7 people, 1 exit required
IBC 2018	1007.1.1	Separation of Exits	B: 1/2 the Max. Diagonal Length not required if OL < 49	B: Not Required
IBC 2018	1007.1.2	Separation of Exits	3 or More Exits = at least 2 exits must comply with 1007.1.1	B: Not Required
IBC 2018	Table 1017.2	Exit Access Travel Distance	B (W/O Sprinkler) = 200' Max	43'-0"
IBC 2018	1018.1	Aisles	Group B not less than 36"	36" min.
2018 I.L.P.C.	SECT. 890.810 b 1) A) i)	Required Restrooms Employee Restrooms	N/A	N/A
2018 I.L.P.C.	SECT. 890.720 (f)	Drinking fountains	N/A	N/A



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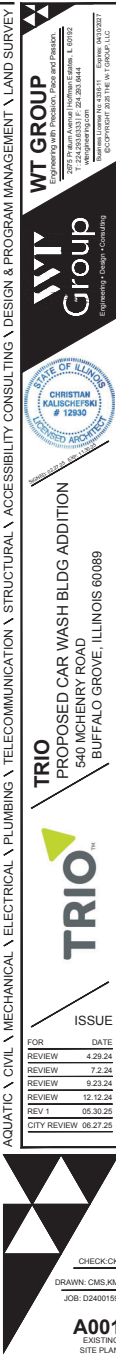
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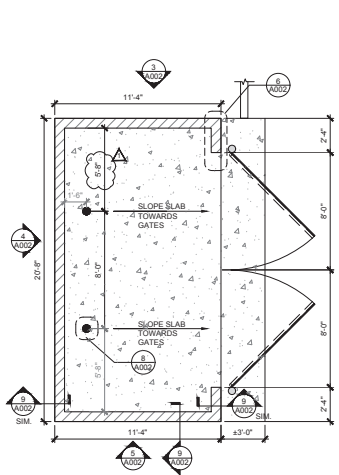
TRIO
PROPOSED CAR WASH BLDG ADDITION
540 MCHEERY ROAD
BUFFALO GROVE, ILLINOIS 60089

ISSUE

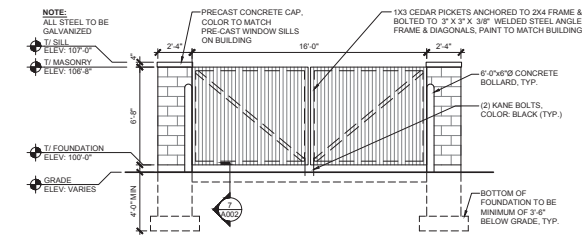
FOR	DATE
CHECK/OK	4.28.24
REVIEW	7.2.24
REVIEW	9.23.24
REVIEW	12.12.24
REV 1	05.28.25
CITY REVIEW	05.27.25

G002
CODE INFORMATION & EGRESS PLAN

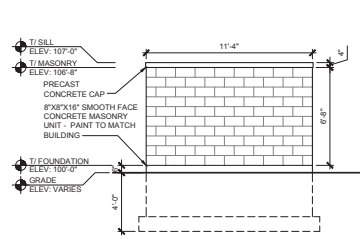




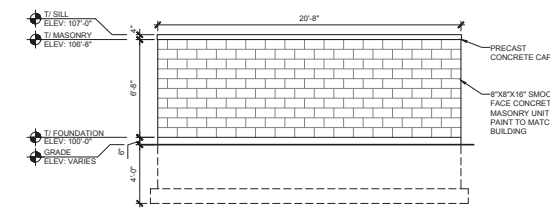
1 TRASH ENCLOSURE PLAN
SCALE: 1/4" = 1'-0"



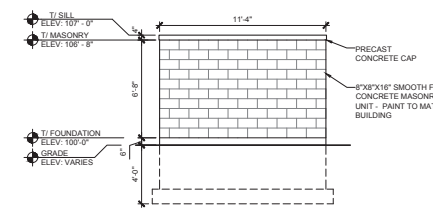
2 TRASH ENCLOSURE FRONT ELEVATION
SCALE: 1/4" = 1'-0"



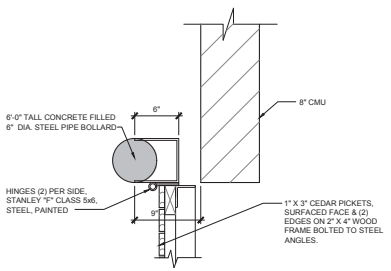
3 TRASH ENCLOSURE SIDE ELEVATION
SCALE: 1/4" = 1'-0"



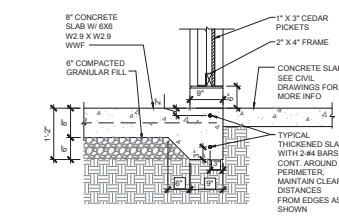
4 TRASH ENCLOSURE REAR ELEVATION
SCALE: 1/4" = 1'-0"



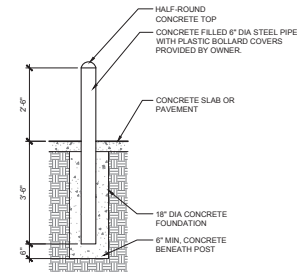
5 TRASH ENCLOSURE SIDE ELEVATION
SCALE: 1/4" = 1'-0"



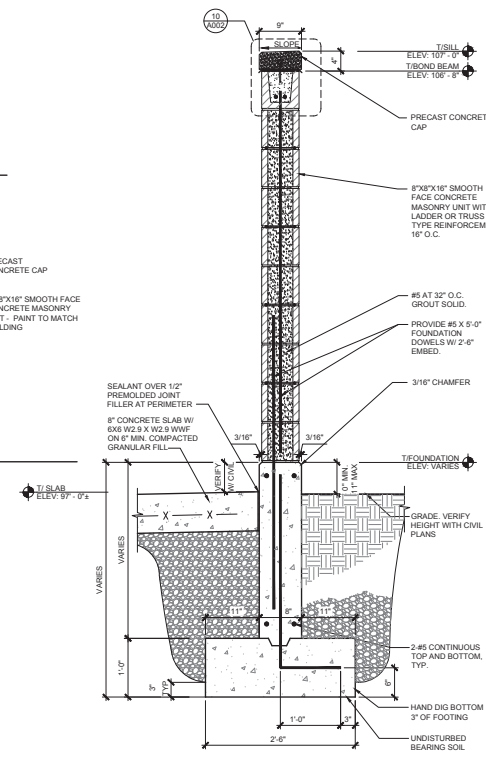
6 ENCLOSURE CORNER DETAIL
SCALE: 1 1/2" = 1'-0"



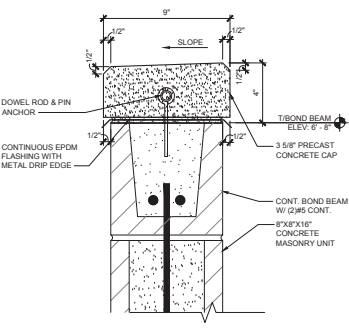
7 SECTION
SCALE: 3/4" = 1'-0"



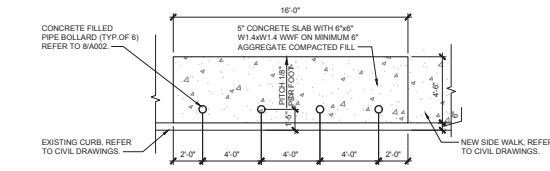
8 TYPICAL BOLLARD DETAIL
SCALE: 1/2" = 1'-0"



9 SECTION
SCALE: 1" = 1'-0"



10 CAP DETAIL
SCALE: 3" = 1'-0"



11 PROPANE GAS SLAB PLAN
SCALE: 1/4" = 1'-0"

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CHICAGO, IL 60607

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TRIO

REGISTERED PROFESSIONAL ENGINEER

ILLINOIS LICENSE # 00889

1224 S. 3RD ST. # 1200

CHICAGO, IL 60607

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PROPOSED CAR WASH BLDG ADDITION

540 MCHEERY ROAD

BUFFALO GROVE, ILLINOIS 60089

TRIO

REGISTERED PROFESSIONAL ENGINEER

ILLINOIS LICENSE # 00889

1224 S. 3RD ST. # 1200

CHICAGO, IL 60607

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ISSUE

FOR	DATE
CHECK	4.28.24
REVIEW	7.2.24
REVIEW	9.23.24
REVIEW	12.12.24
REV	05.08.25
CITY REVIEW	06.27.25

A002

TRASH ENCLOSURE

PLAN AND DETAILS



1. TISLAB ELEVATION (EL) = 100' 0" (U.N.O.)
2. TCONCRETE STEM WALL (EL) = 100' 0" (U.N.O.)
3. TOPDESSEED CONCRETE STEM WALL (EL) = 98' 0" (U.N.O.)
4. TCONCRETE WALL FOOTING (EL) = 98' 0" (U.N.O.)
5. CONCRETE STRENGTH (CON. WALL FOOTING): F'c = 5000 PSI AT 28 DAYS MIN.
6. CONCRETE STRENGTH (ISLAB ON GRADE): F'c = 2500 PSI AT 28 DAYS MIN.
7. TCONCRETE MIN. ALLOWED SLAB SOIL BEARING PRESSURE = 1500 PSF (NO GEOTECHNICAL REPORT)
8. SEE SITE AND CIVIL PLANS FOR ALL FINAL GRADE ELEVATIONS AND ALL EXISTING CONCRETE SURFACE ELEVATIONS.
9. VERIFY ALL OPENINGS AND FLOOR DRAIN LOCATIONS AND ELEVATIONS WITH ARCHITECTURAL AND M.E.P. DRAWINGS.
10. VERIFY ALL EXISTING CONCRETE FOUNDATION DRAWINGS ALL ELEVATIONS AND DIMENSIONS. SEE ARCHITECTURAL DRAWINGS FOR ELEVATIONS, OPENINGS AND DIMENSIONS.
11. VERIFY ALL REQUIREMENTS AND PLACEMENT FOR A CONCRETE ENCLOSED GROUNDING ELECTRODE WITH ELECTRICAL CONTRACTOR PRIOR TO THE PLACEMENT OF ANY CONCRETE IN THIS LOCATION.
12. SEE 5.3.0 FOR TYP. FOUNDATION DETAILS.
13. SEE 5.3.0 & 5.0.1 FOR GENERAL STRUCTURAL NOTES AND ADDITIONAL REFERENCES.

CONTINUOUS WALL FOOTING SCHEDULE							
MK.	FOOTING WIDTH	FOOTING THICKNESS	STEM WALL THICKNESS	STEM WALL REINFORCEMENT		FOOTING REINFORCEMENT	
				CONTINUOUS	VERTICAL	CONTINUOUS	TRANSVERSE
WF1	2'-4"	1'-0"	12"	#4 @ 12" O.C. E & A C.E.	#4 BENT DOWEL W/ 90° HOOK @ 16" O.C. VERTICAL BARS C.E.	(3) #5	#5 @ 12" O.C.



S-1
ENGINEERING

CHECKED: _____
DRAWING: _____
JOB: 02-040

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

TRIO

PROPOSED CAR WASH BLDG ADDITION
540 MCHENRY ROAD
BUFFALO GROVE, ILLINOIS 60089

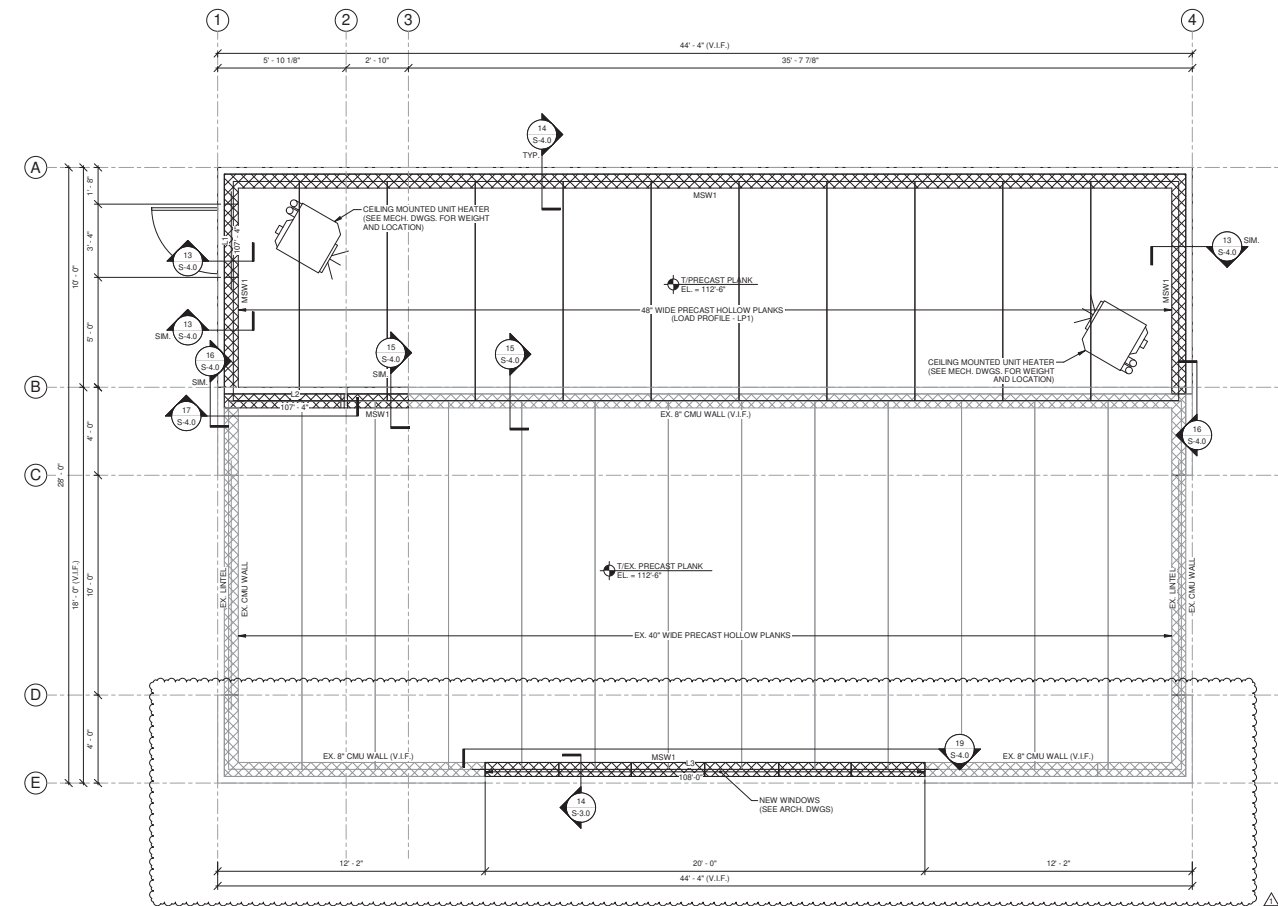
ISSUED

TO: _____ DATE: _____
PERMIT: 101615
REV. 1 01/09/2008



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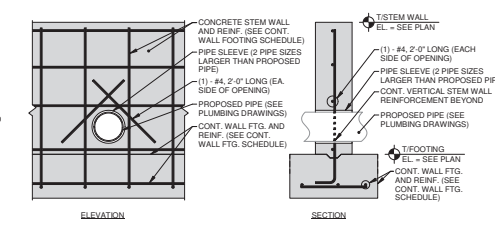


MASONRY SHEAR WALL SCHEDULE					
MK.	TYPE	GROUT SPACING	VERTICAL WALL REINFORCEMENT	HORIZONTAL WALL REINFORCEMENT	REMARKS
MSW1	8" CMU	32" O.C.	#5 IN FULLY GROUTED CORE @ 32" O.C.	(2) W1.7 WIRE @ 16" O.C.	SEE ARCH. DWGS. FOR WALL FINIS

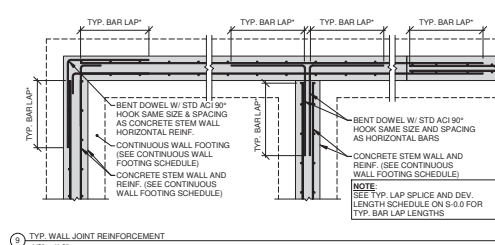
LINTEL SCHEDULE									
MK	SIZE	OPENING LENGTH	BUINTEL EL.	LINTEL PLATE	LINTEL PLATE CONNECTION	BEARING PLATE	BEARING PLATE CONNECTION	WALL BEARING EA END	SECTION
L2	2L3-1/2X3-1/2X1/4	3'-4"	107'-4"	11" X 3/8" X OPENING LENGTH	1/4" F162 WELD 2' LONG @ 12" O.C.	11" X 3/8" X 8"	SEE 19S-40	8" MIN.	
L3	W16X45	20'-0"	108'-0"	11" X 3/8" X OPENING LENGTH	1/4" F162 WELD 2' LONG @ 12" O.C.	11" X 3/8" X 8"	SEE 19S-40	8" MIN.	

- ### ROOF FRAMING PLAN NOTES

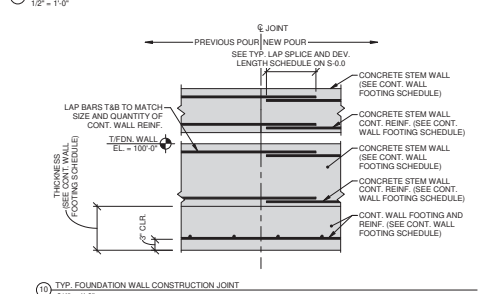
<u>KEY</u>	
	INDICATES EX. BRICK VENEER
	INDICATES BRICK VENEER
	INDICATES EX. MASONRY WALL
	INDICATES MASONRY WALL
	INDICATES EX. PRECAST CONCRETE PLANK
	INDICATES PRECAST CONCRETE PLANK
	INDICATES LINTEL
	INDICATES STEEL COLUMN
<u>ABBREVIATIONS</u>	
B/	BOTTOM OF
E/L	EACH
E/L	ELEVATION
L	LINTEL
M/C	MARK
MSW	MASONRY SHEAR WALL
P/	PLATE
SIM.	SMILAR
TYP.	TOP OF
W/	TYPICAL
SC	WITH STEEL COLUMN
<u>BEAM NOTATIONS</u>	
XXXX	BEAM TYPE
XX-XX	BEAM ELEVATION



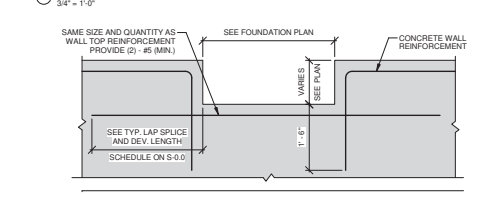
8 TYP. FOUNDATION WALL PENETRATION
3/4" = 1'-0"



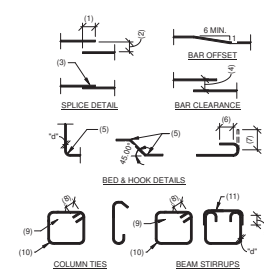
9 TYP. WALL JOINT REINFORCEMENT



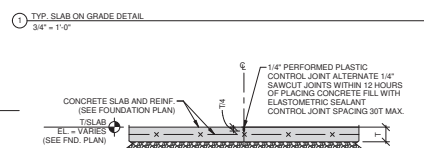
10 TYP. FOUNDATION WALL CONSTRUCTION JOINT



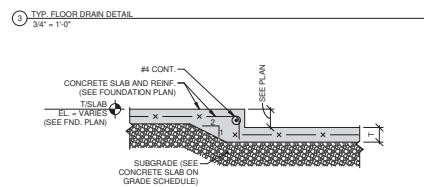
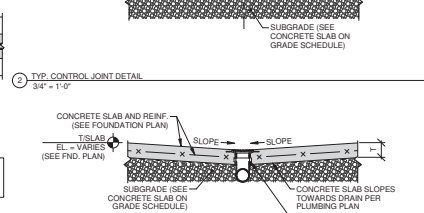
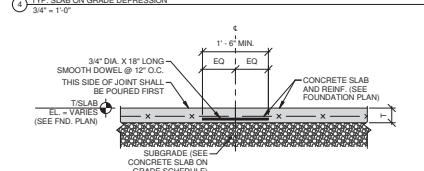
11 TYP. WALL DEPRESSION @ DOOR / WINDOW
3/4" = 1'-0"



12 TYP. CONCRETE REINFORCEMENT BAR DETAILS
3/4" = 1'-0"



1 TYP. SLAB ON GRADE DETAIL

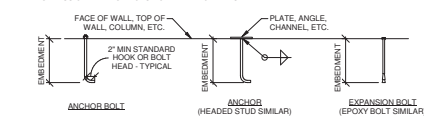
 TYR SLAB ON GRADE DERBY

GRADE SCHEDULE,

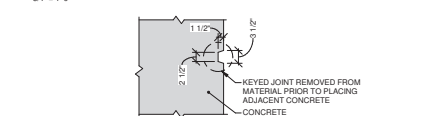
5 TYP. CONCRETE SLAB CONSTRUCTION JOINT
3/4" = 1'-0"

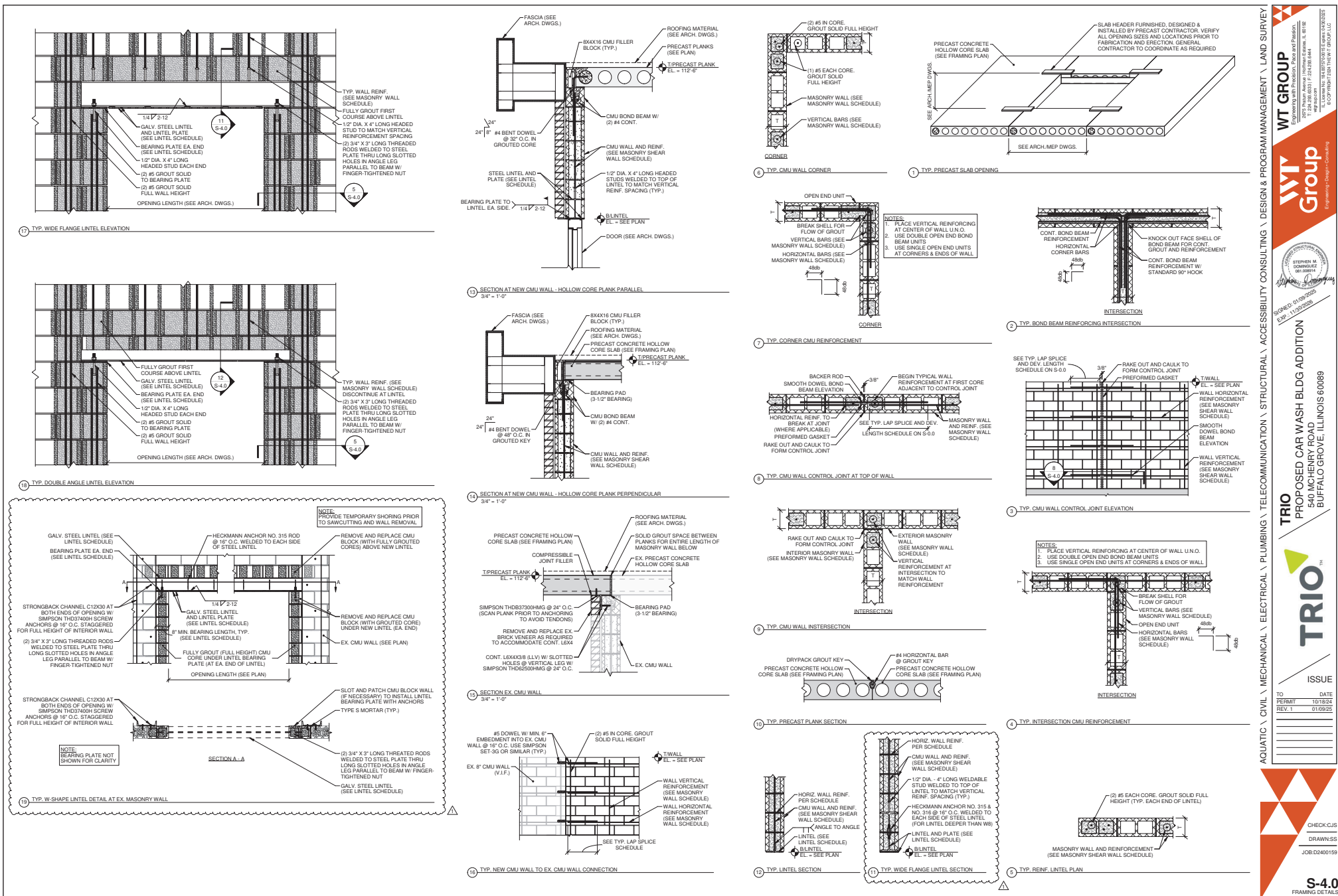
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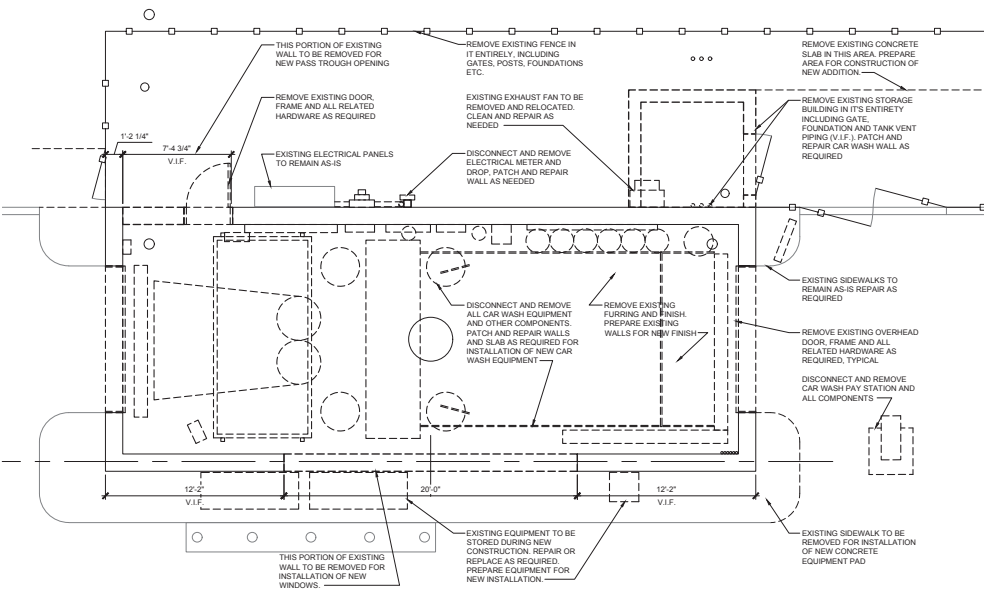
- EXPANSION OR ADHESIVE BOLTS USED IN MASONRY SHALL HAVE I.C.B.O. APPROVAL IN MASONRY.
- AT "ANCHORS" USE 3/8" FILLET WELDS.
- THICKNESS OF DRYPAK DOES NOT APPLY TOWARDS EMBEDMENT.



6 TYP. BOLTS IN MASONRY DETAIL
3/4" = 1'-0"







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

DEMOLITION GENERAL NOTES

- A. THIS PLAN INDICATES A GENERAL DEMOLITION SCOPE OF WORK TO BE PERFORMED AND DOES NOT RELIEVE THE BUILDING TRADES FROM OTHER INCIDENTAL DEMOLITION WORK REQUIRED TO COMPLETE THE BUILDING MODIFICATIONS AS SHOWN AND REQUIRED BY THE CONTRACT DOCUMENTS. NOTE THE NORTH EXTERIOR WALL ON THIS PROJECT IS TO BE DEMO AND BUILT IN PHASES. ALSO NOT OTHER WORK ON THIS PROJECT WILL ALSO BE TAKING PLACED WHILE THIS NORTH WALL IS BEING CORRECTED.
- B. FIELD VERIFICATION OF DEMOLITION ITEMS AND DIMENSIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. TO BE PERFORMED PRIOR TO COMMENCEMENT OF WORK. OWNER AND/OR ARCHITECT SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES OR ERRORS WITH THIS DRAWING.
- C. CONTRACTORS SHALL PROVIDE ALL TEMPORARY BRACING AS REQUIRED TO MAINTAIN STRUCTURAL STABILITY OF THE EXISTING STRUCTURE DURING ALL PHASES OF CONSTRUCTION.
- D. SEQUENCING AND PHASING OF DEMOLITION AND CONSTRUCTION TO BE CONFIRMED WITH OWNER PRIOR TO START OF WORK.
- E. BUILDING TRADES ARE TO CLEAN UP AND REMOVE ALL DEMOLISHED MATERIALS FROM SITE DAILY. THE BUILDING AND EXTERIOR IS TO BE SWEEP CLEAN ONLY FROM ALL DEMOLISHED MATERIALS.
- F. PROTECT ALL EXISTING WALLS, FLOORS, CEILING, EQUIPMENT, ETC. THAT ARE TO REMAIN, FROM DAMAGE DURING CONSTRUCTION.
- G. VERIFY ALL DIMENSIONS IN FIELD PRIOR TO START OF WORK.
- H. BUILDING TRADES SHALL PROTECT ALL UTILITIES, I.E. SEWER, WATER, GAS LINES, ELECTRICAL CONDUITS, ETC. THAT ARE TO REMAIN AND SHALL PATCH AND REPAIR ALL ACCIDENTALLY DAMAGED ITEMS. TYPICAL THROUGHOUT.
- I. CUTS TO THE CONCRETE FLOOR SLAB SHALL BE CLEANLY SAWCUT IN STRAIGHT RECTILINEAR RUNS WITH NO OVERCUTS. REMOVE PORTIONS OF SLAB TO NEAREST EXISTING JOINT, AS APPROPRIATE. WHERE MULTIPLE AREAS OF SAWCUT TRENCHING ARE SHOWN IN CLOSE PROXIMITY, CUTS MAY BE COMBINED.
- J. THROUGHOUT DURATION OF WORK, OPEN TRENCHES SHALL BE PROTECTED AND COVERED BY STEEL PLATES.
- K. WHERE ANY PLUMBING, MECHANICAL, REFRIGERATION OR ELECTRICAL ITEMS, LINES, FITTINGS, ETC. HAVE BEEN REMOVED, TERMINATE AND CAP PIPES, CONDUIT LINES, ETC. BELOW FINISH FLOOR, BEHIND FACE OF WALL, OR ABOVE CEILING. REMOVE ABANDONED WIRE BACK TO SOURCE. TERMINATIONS SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE CODES.
- L. BUILDING TRADES TO VERIFY ALL MECHANICAL, PLUMBING, AND ELECTRICAL DEMOLITION ITEMS WITH MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS.
- M. PRIOR TO AND DURING DEMOLITION CONTRACTOR SHALL MAINTAIN ALL LIFE SAFETY AND EXIT DEVICES AS REQUIRED BY LOCAL ORDINANCES. NOTIFY BUILDING OWNER PRIOR TO MOVING OR TAMPERING WITH DEVICES. PROTECT ALL SMOKE DETECTORS FROM CONSTRUCTION DUST AND DEBRIS.
- N. PROTECT ALL PUBLIC AREAS FROM CONSTRUCTION DEBRIS, DUST, ETC.
- O. RESTORE TO MATCH ADJACENT AREAS DISTURBED OR REMOVED DURING DEMOLITION, INCLUDING ANY AREAS REQUIRED TO BE REMOVED BEYOND THAT INDICATED TO ACCOMPLISH THE INTENDED WORK.

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TRIO

PROPOSED CAR WASH BLDG ADDITION

540 MCHEERY ROAD

BUFFALO GROVE, ILLINOIS 60089

ISSUE

FOR	DATE
REVIEW	4.28.24
REVIEW	7.2.24
REVIEW	9.23.24
REVIEW	12.12.24
REV	05.08.25
CITY REVIEW	06.27.25

CHECK/CK

DRAWN: CMS, KM

JOB: 02400159

D101

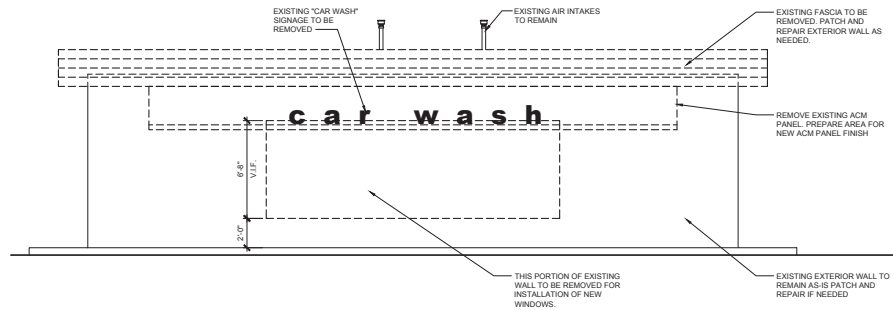
DEMOLITION PLAN



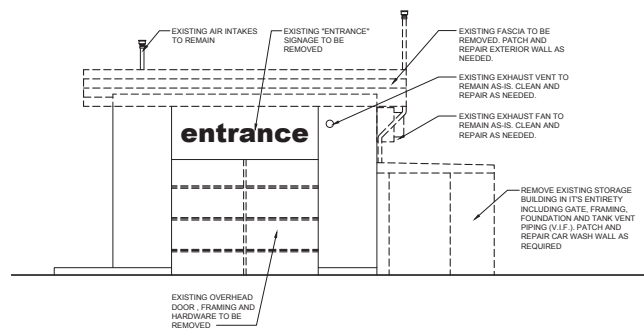
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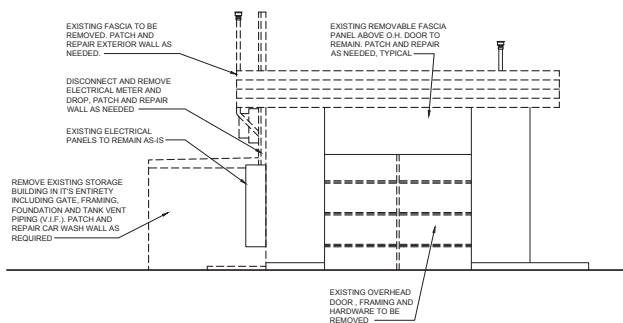
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REVIEW	12.12.24
REV 1	05.30.25
CITY REVIEW	06.27.25



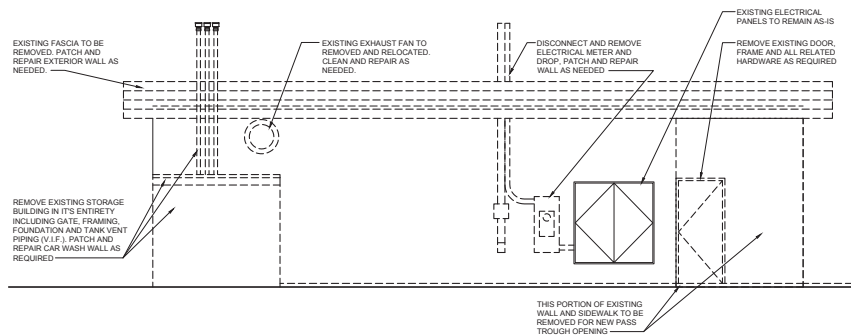
1 DEMOLITION FRONT ELEVATION
SCALE: 1/4" = 1'-0"



2 DEMOLITION RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



4 DEMOLITION LEFT ELEVATION
SCALE: 1/4" = 1'-0"



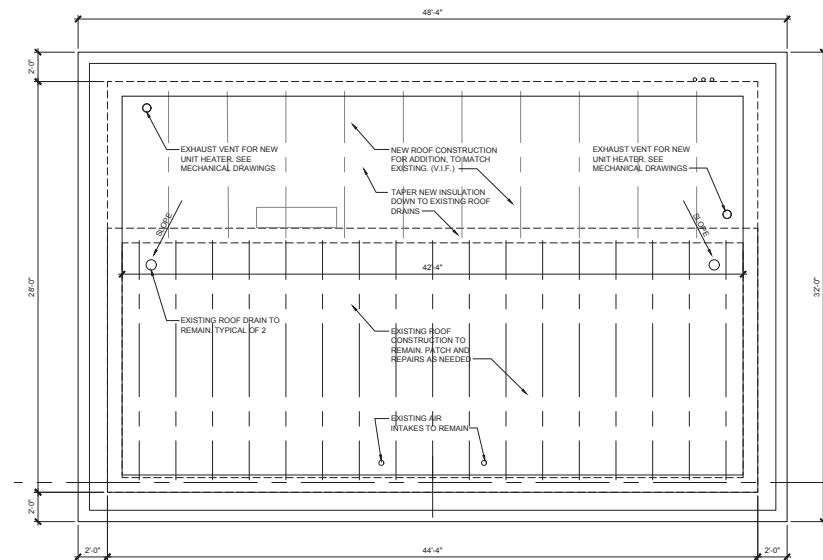
3 DEMOLITION REAR ELEVATION
SCALE: 1/4" = 1'-0"

DEMOLITION GENERAL NOTES

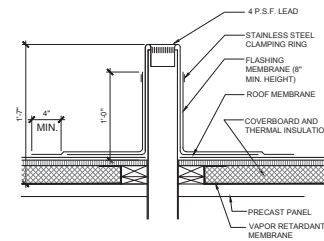
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- SEQUENCING AND PHASING OF DEMOLITION AND CONSTRUCTION TO BE CONFIRMED WITH OWNER PRIOR TO START OF WORK.
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- PROTECT ALL EXISTING WALLS, FLOORS, CEILINGS, EQUIPMENT, ETC., THAT ARE TO REMAIN FROM DAMAGE DURING CONSTRUCTION.
- VERIFY ALL DIMENSIONS IN FIELD PRIOR TO START OF WORK.
- BUILDING TRADES SHALL PROTECT ALL UTILITIES, I.E. SEWER, WATER, GAS LINES, ELECTRICAL CONDUITS, ETC. THAT ARE TO REMAIN AND SHALL PATCH AND REPAIR ALL ACCIDENTALLY DAMAGED ITEMS TYPICAL THROUGHOUT.
- CUTS TO THE CONCRETE FLOOR SLAB SHALL BE CLEANLY SAWCUT IN STRAIGHT RECTILINEAR RUNS WITH NO OVERCUTS. REMOVE PORTIONS OF SLAB TO NEAREST EXISTING JOINT, AS APPROPRIATE. WHERE MULTIPLE AREAS OF SAWCUT/TRENCHING ARE SHOWN IN CLOSE PROXIMITY, CUTS MAY BE COMBINED.
- THROUGHOUT DURATION OF WORK, OPEN TRENCHES SHALL BE PROTECTED AND COVERED BY STEEL PLATES.
- WHERE ANY PLUMBING, MECHANICAL, REFRIGERATION OR ELECTRICAL ITEMS, LINES, FIXTURES, ETC. HAVE BEEN REMOVED, TERMINATE AND CAP PIPES, CONDUIT LINES, ETC. BELOW FINISH FLOOR, BEHIND FACE OF WALL, OR ABOVE CEILING. REMOVE ABANDONED WIRE BACK TO SOURCE. TERMINATIONS SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE CODES.
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- PROTECT ALL PUBLIC AREAS FROM CONSTRUCTION DEBRIS, DUST, ETC.
- RESTORE TO MATCH ADJACENT AREAS DISTURBED OR REMOVED DURING DEMOLITION, INCLUDING ANY AREAS REQUIRED TO BE REMOVED BEYOND THAT INDICATED TO ACCOMPLISH THE INTENDED WORK.



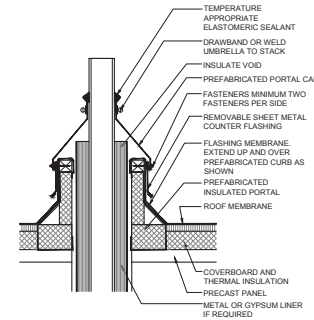
	EXISTING WALLS TO REMAIN
	MASONRY WALL TO MATCH EXISTING CONSTRUCTION (V.I.F.)
	DOOR TAG, SEE DOOR SCHEDULE
	WINDOW TAG, SEE WINDOW SCHEDULE



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



2 VENT PENETRATION DETAIL
SCALE: 1 1/2" = 1'-0"



3 HOT STACK DETAIL
SCALE: 1 1/2" = 1'-0"

ROOF PLAN GENERAL NOTES

1. REFER TO PLUMBING, MECHANICAL AND ELECTRICAL DRAWINGS FOR QUANTITIES, TYPES, AND LOCATIONS FOR ALL ROOF MOUNTED EQUIPMENT PENETRATIONS AND PIPING, AND PROVIDE FLASHING / SUPPORTS IN ACCORDANCE WITH THESE DETAILS.
2. GENERAL CONTRACTOR SHALL COORDINATE ALL ROOF PENETRATIONS WITH MECHANICAL, PLUMBING AND ELECTRICAL CONTRACTORS. ALL ROOF SADDLES SHALL HAVE A MINIMUM OF 1/4" PER FOOT SLOPE.
3. PROVIDE PIPE SUPPORTS AT HORIZONTAL PIPING ACROSS ROOF MEMBRANE PER ROOF MANUFACTURER'S RECOMMENDATIONS.

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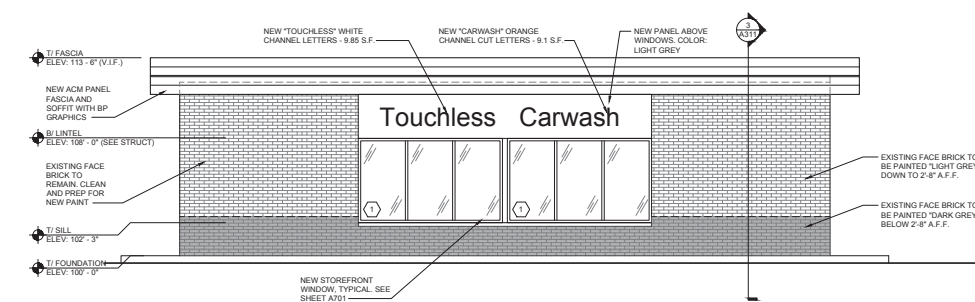
WJ Group
Engineering Design Consulting

STATE OF ILLINOIS
CHRISTIAN KALINKO
#12930
REGISTERED ARCHITECT

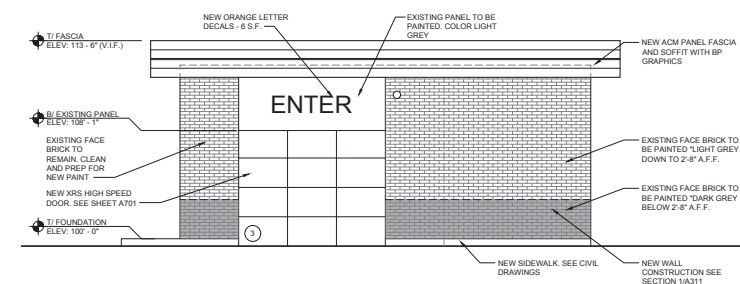
TRIO
PROPOSED CAR WASH BLDG ADDITION
540 MCHEERY ROAD
BUFFALO GROVE, ILLINOIS 60089

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REV	05.09.25
CITY REVIEW	05.27.25

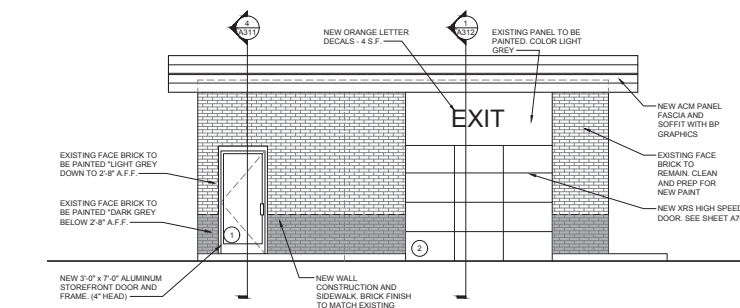
CHECK/CN
DRAWN: CMS/KM
JOB: 02460159
A131
ROOF PLAN



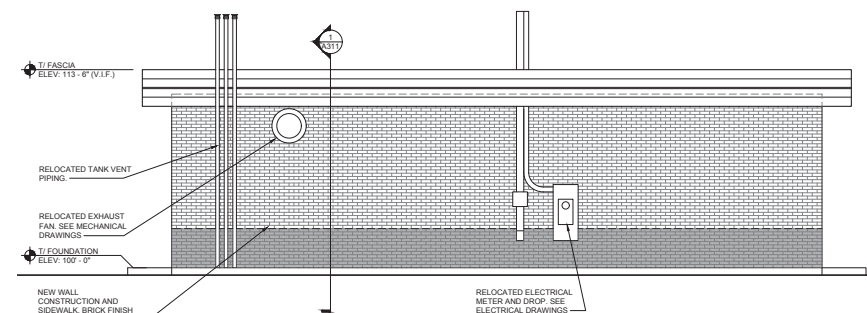
1 FRONT ELEVATION
SCALE: 1/4" = 1'-0"



2 RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



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



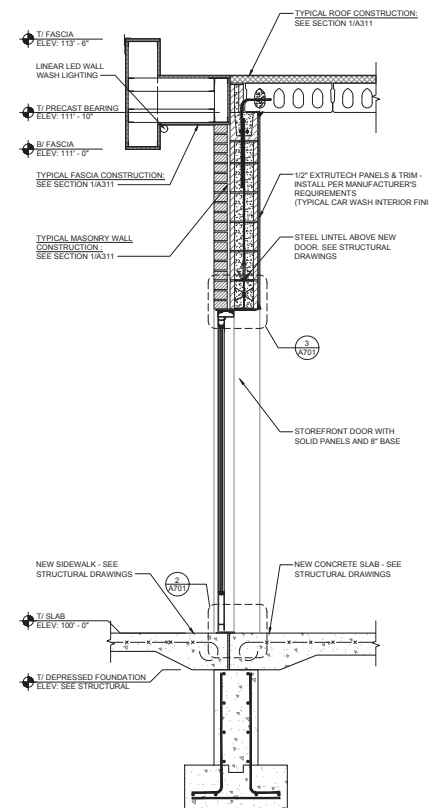
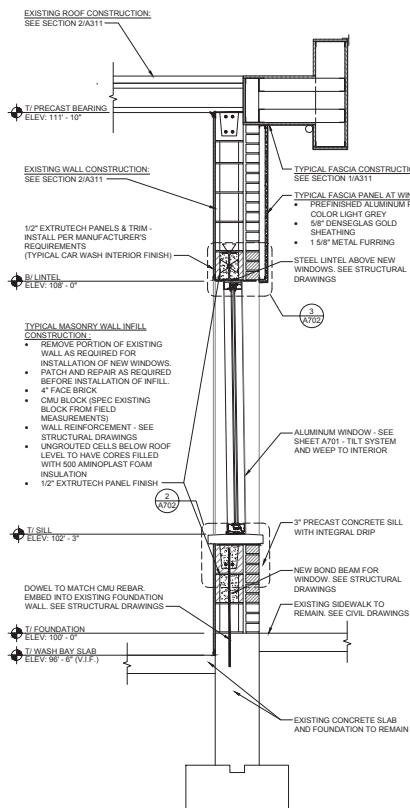
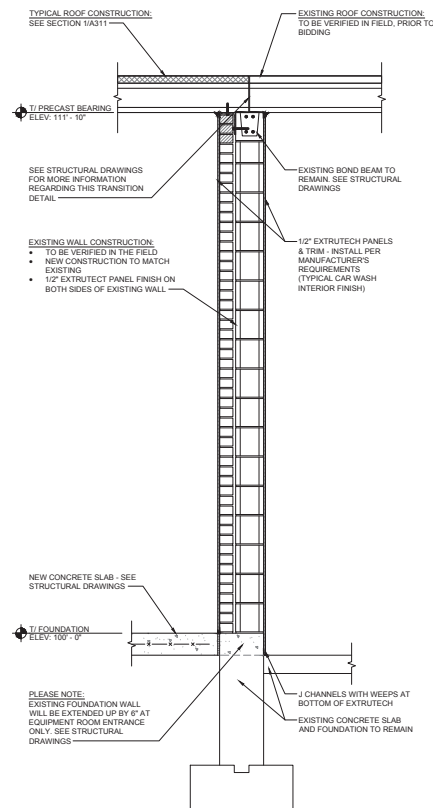
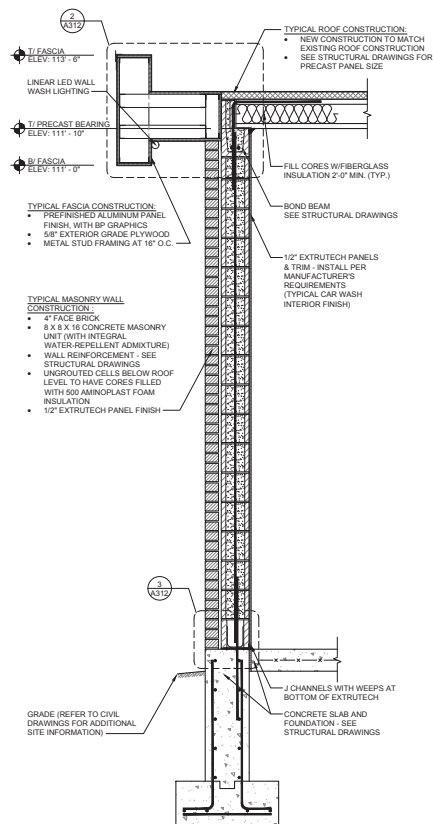
3 REAR ELEVATION
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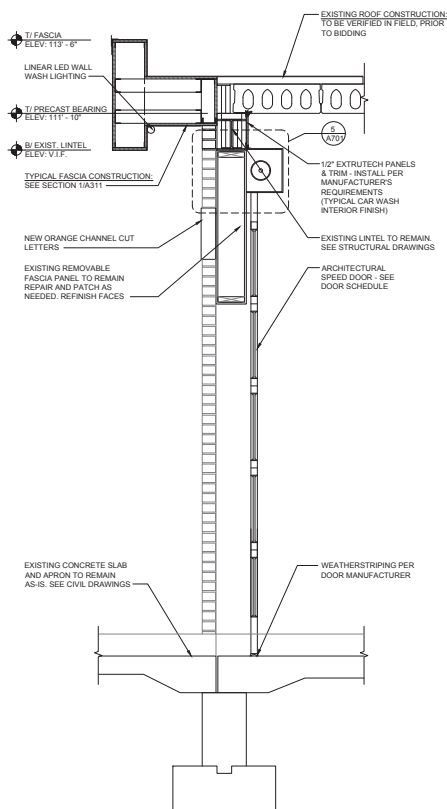
ELEVATION GENERAL NOTES

- ALL METAL COMPONENTS TO BE CORROSION RESISTANT.
- ALL INSTALLED MATERIALS TO BE COMPATIBLE WITH ONE ANOTHER CAUSING NO DELETERIOUS EFFECTS.
- PROVIDE WEATHER TIGHT SEAL AROUND ALL PENETRATIONS THROUGH BUILDING ENVELOPE.

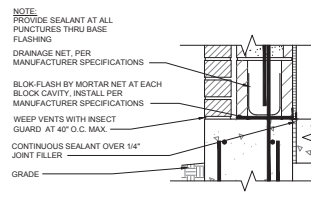
ELEVATION LEGEND

- ⊙ DOOR - SEE DOOR SCHEDULE
⊞ WINDOW - SEE WINDOW SCHEDULE

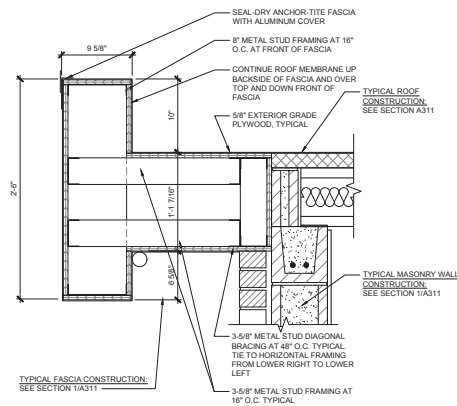




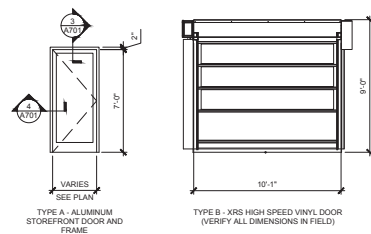
1 SECTION AT NEW HIGH SPEED DOOR
SCALE: 3/4" = 1'-0"



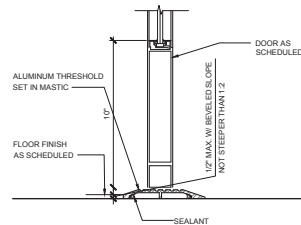
2 FLASHING DETAIL
SCALE: 1 1/2" = 1'-0"



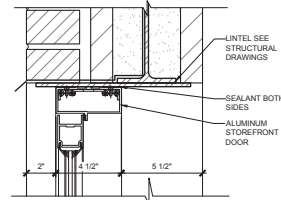
3 FASCIA DETAIL
SCALE: 1 1/2" = 1'-0"



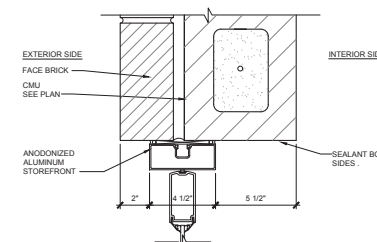
1 DOOR TYPES
SCALE: 1/4" = 1'-0"



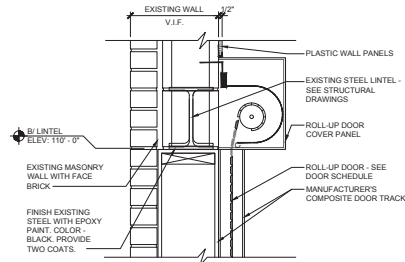
2 THRESHOLD DETAIL
SCALE: 3" = 1'-0"



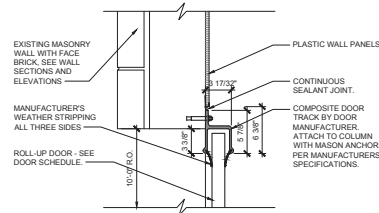
3 DOOR HEAD
SCALE: 3" = 1'-0"



4 DOOR JAMB
SCALE: 3" = 1'-0"

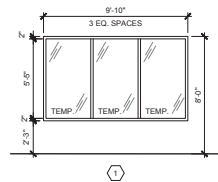


5 HEAD AT SPEED DOOR
SCALE: 1/2" = 1'-0"

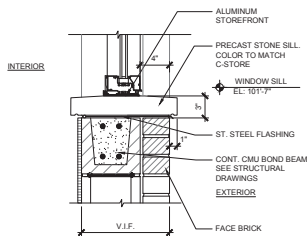


6 JAMB AT SPEED DOOR
SCALE: 1/2" = 1'-0"

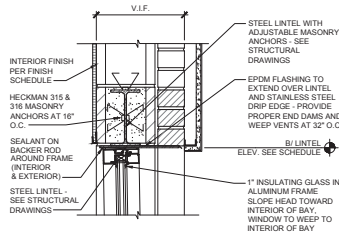
DOOR SCHEDULE										
TAG	ROOM NAME	DOOR SIZE	FRAME SIZE	DOOR TYPE	MATERIAL DOOR & FRAME	THRESHOLD DETAIL	HEAD DETAIL	JAMB DETAIL	HARDWARE SET	FIRE RATING
1	EQUIPMENT ROOM	3'-0" x 7'-0"	3'-4" x 7'-4"	A	ALUM.	1/A702	3/A702	4/A702	1	0-HOUR
2	WASH BAY EXIT	10'-1" x 9'-0"	PER MANUF.	B	VINYL	PER MANUF.	5/A701	6/A701	PER MANUF.	-
3	WASH BAY ENTRY	10'-1" x 9'-0"	PER MANUF.	B	VINYL	PER MANUF.	5/A701	6/A701	PER MANUF.	-
HARDWARE SCHEDULE: SET 1: • HINGES - 3 PER DOOR • (1) KAWNEER PUSH BARS - PER DOOR • (1) KAWNEER PULL - PER DOOR • (1) LCN 4041 HEAVY DUTY CLOSER MOUNT ON TRANSOM BAR OR EQUAL - PER DOOR • (1) ADAMRITE MS 1800S DEAD BOLT WITH ADAM RITE 4550 DEAD BOLT LEVER OR "ACTIVE" DOOR • (1) ALUMINUM THRESHOLD • (1) SET OF WEATHERSTRIPPING (EXTERIOR DOORS) • READILY VISIBLE AND DURABLE SIGN TO BE POSTED ON THE EGRESS SIDE ON OR ADJACENT TO THE DOOR STATING THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED. *THE SIGN SHALL BE IN LETTERS 1 INCH (25MM) HIGH ON A CONTRASTING BACKGROUND. NOTES: • ALL DOORS ARE 1 3/4" THICK - UNLESS NOTED OTHERWISE. • ALL CLOSERS AND HARDWARE TO BE US260 - UNLESS NOTED OTHERWISE. • ALL LOCKSETS TO BE KEVED SEPARATELY. ALL KEYWAYS TO BE STANDARD KEYWAYS. • CONTRACTOR TO CONFIRM THAT ALL CYLINDERS WILL BE PROVIDED FROM ONE SOURCE. • ALL CLOSERS AND LOCKSETS SHALL MEET ACCESSIBILITY REQUIREMENTS. • ALL HINGES ON DOORS WITH CLOSERS TO BE OIL IMPREGNATED BEARING TYPE. • ALL CLOSERS TO BE SET FOR 110 DEGREE OPENING WHERE THE DOOR SWING WILL NOT BE IN CONFLICT WITH ADJACENT CONSTRUCTION. • ALL MOUNTING SCREWS FOR CLOSERS, CLOSER ARMS, AND OPERATOR ARMS ON ALUMINUM DOORS SHALL BE SCREWED INTO "NUTSERTS". NUTSERTS TO BE STAINLESS STEEL TYPE. THE PRESCRIBED USE OF THE NUTSERTS PRODUCT IS SUBJECT TO NO EXCEPTION BEING TAKEN BY THE ALUMINUM DOOR MANUFACTURER / INSTALLER. • EXTERIOR DOORS TO HAVE MAXIMUM 8.5 POUNDS PUSH/PULL OPENING FORCE. • CONTRACTOR TO SUBMIT MANUFACTURER'S SPECIFICATIONS FOR DOOR HARDWARE. • ALL DOOR HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERATING DEVICES SHALL BE INSTALLED AT LEAST 34" BUT NOT MORE THAN 48" ABOVE FINISH FLOOR. • THE OPERATING DEVICES SHALL BE CAPABLE OF OPERATION WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF WRIST TO OPERATE. • EGRESS DOORS SHALL OPEN READILY FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT. • THE USE OF MACHINE SCREWS FOR CONTINUOUS HINGE ANCHORAGE IS REQUIRED. PROVIDE ADDITIONAL REINFORCING FOR THE HINGES IN THE FRAMES AND DOOR STILES. • THE HARDWARE INSTALLER TO CONFIRM THAT ALL CLOSERS HAVE THE BACKCHECK VALVE SCREWED IN FOR PARALLEL ARM INSTALLATIONS. • CONTRACTOR TO REVIEW ALL DOOR ACTUATOR LOCATIONS WITH THE OWNER PRIOR TO INSTALLING BACK BOXES. • FIELD VERIFY STOREFRONT ROUGH OPENING DIMENSIONS PRIOR TO STOREFRONT FABRICATION. • STOREFRONT EXTERIOR DOOR: U-VALUE - 0.45 MAX, PANELS = 0.38 MAX.										
COMMENTS: KAWNEER TRIFAB 451T SERIES FRAMING WITH 350 MEDIUM STILE DOORS, 2" FRAMES X 4 1/2" DEEP W/ADA COMPLIANT BASE WITH INSULATED SOLID ALUMINUM PANELS. AIRLIFT DOORS INC. XRS HIGH SPEED ROLL UP VINYL DOOR. FRAME AND HARDWARE BY MANUFACTURER. INSTALL DOOR AND ASSOCIATED EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. VERIFY DIMENSIONS IN FIELD. PROVIDE OVER-RIDE CHAIN. SAME AS DOOR 2										



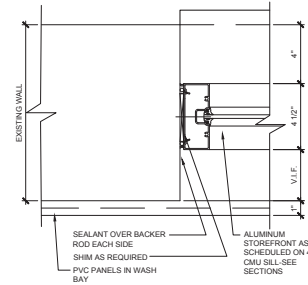
1 WINDOW ELEVATION
SCALE: 1/4" = 1'-0"



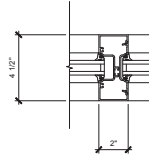
2 WINDOW SILL
SCALE: 1 1/2" = 1'-0"



3 WINDOW HEAD
SCALE: 1 1/2" = 1'-0"



4 ALUMINUM STOREFRONT
SCALE: 3" = 1'-0"

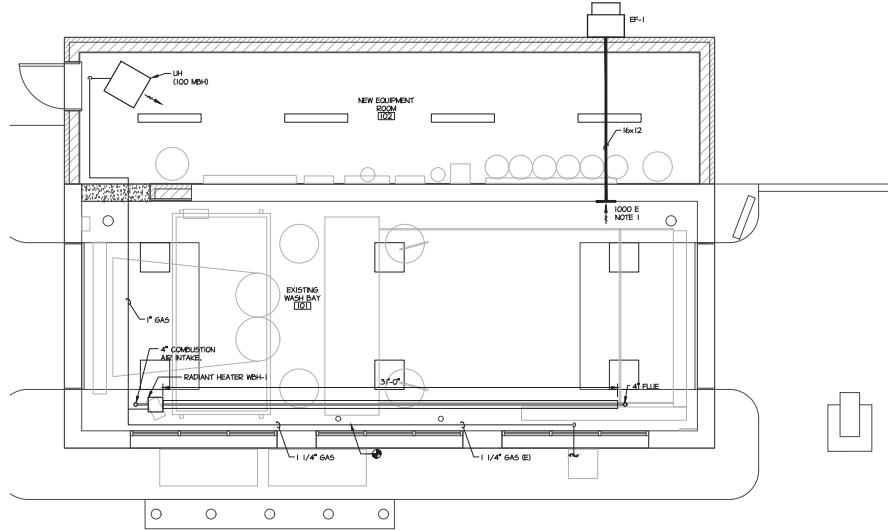


5 STOREFRONT AT MULLION
SCALE: 3" = 1'-0"

WINDOW SCHEDULE (X)							
MARK	DIMENSION (W x H)	MANUFACTURER AND MODEL	MULLION SIZE	FRAME	FINISH	JAMB	REMARKS
1	9'-10" x 5'-5"	KAWNEER TRIFAB VG 451T FRAMING SYSTEM	2" x 4 1/2"	ALUM.	CLEAR (ANODIZED)	4/A702	-
GENERAL NOTES:				STOREFRONT NOTES:			
- CONTRACTOR TO FIELD MEASURE ALL WINDOW LOCATIONS BEFORE ORDERING - KAWNEER (WINDOW MANUFACTURER) TO VERIFY SYSTEMS ORDERED ARE ADEQUATE FOR APPLICATIONS SHOWN - T DENOTES TEMPERED GLASS				- KAWNEER 451T (1" INFILL), 2" MULLION x 4 1/2" DEEP, THERMAL BREAK, ALUMINUM, COLOR: SEE SCHEDULE - EXTERIOR WINDOW SYSTEM U-VALUE = 0.36 MAX - EXTERIOR WINDOW SYSTEM SHGC = 0.38 MAX			
GLAZING:				AIR LEAKAGE OF WINDOWS SHALL BE TESTED BY MANUFACTURER PER TABLE C402.5.2 OF THE 2018 IECC			
- ALL EXTERIOR GLAZING TO BE DOUBLE-PANE INSULATED CLEAR, LOW-E COATING WITH ARGON GAS FILL, UNLESS NOTED OTHERWISE 1" TEMPERED, TEMPERED INSULATED OR INSULATED GLASS (SEE WINDOW ELEVATIONS) - ALL SAFETY GLAZING SHALL BEAR REQUIRED PERMANENT IDENTIFYING MARKINGS REQUIRED FOR SAFETY GLAZING PER INTERNATIONAL BUILDING CODE - ALL GLAZING SHALL BE LABELED FOR U-VALUE AND SHGC AS REQUIRED BY LOCAL ENERGY CODES							

ROOM FINISH SCHEDULE								
ROOM NUMBER	ROOM NAME	FLOOR FINISH	WALL BASE	WALL		CEILING		COMMENTS
				MATERIAL	FINISH	MATERIAL	FINISH	
101	EXISTING WASH BAY	EXISTING	EXISTING	EXISTING	EXT	EXISTING	EXISTING	SEE PLAN A121 PATCH AND REPAIR EXISTING FINISHES AS REQUIRED
102	NEW EQUIPMENT ROOM	SC	SC (SEE COMMENTS)	CMU	EXT	CONCRETE	EXPOSED	SEE PLAN A121 SEAL EXPOSED CONCRETE FOUNDATION
SC EXT	SEALED CONCRETE EXTRUTECH PANELS							
ROOM FINISH NOTES:								
- ALL HOLLOW METAL DOORS AND FRAMES TO RECEIVE (1) COAT OF PRIMER AND (2) FINISH COATS OF SEMI-GLOSS PAINT. - ALL GROUT JOINTS TO RECEIVE (2) COATS OF MANUFACTURER'S RECOMMENDED SEALER.								

INTERIOR FINISH LEGEND (X)						
TAG	ITEM DESCRIPTION	MANUFACTURER	PRODUCT NUMBER / COLOR	SIZE / SPECS	GROUT	COMMENTS
EXT	EXTRUTECH PANEL	EXTRUTECH	PER OWNER	1/2" PANEL	-	INCLUDE ACCESSORIES, INSTALLED PER MANUFACTURER'S REQUIREMENTS. CONTACT: EXTRUTECH PLASTICS INC. 320-684-9600
SC	SEALED CONCRETE FINISH	-	-	-	N/A	-



FLOOR PLAN - MECHANICAL
SCALE 1/4" = 1'-0"

PLAN NOTES

1. TERMINATE DUCT WITH WIRE MESH SCREEN.
2. PROVIDE COMBUSTION AIR AND VENT PIPING SIZED PER MANUFACTURER'S RECOMMENDATIONS. TERMINATE CONCENTRIC VENT THRU ROOF.

VENTILATION SCHEDULE (IMC)

ROOM NO.	ROOM NAME	ROOM USE	AREA (SF)	OCCUPANCY RATE: PEOPLE/1000 SF	NUMBER OF PEOPLE	MECHANICAL CAP/PERSON (CFM)	AREA OUTDOOR RATE (CFM/SF)	MECHANICAL CAP REQUIRED (CFM)	AREA EXHAUST RATE (CFM/SF)	MECHANICAL EXHAUST REQUIRED (CFM)	MECHANICAL SUPPLY PROVIDED (CFM)	MECHANICAL EXHAUST PROVIDED	SYSTEM TAG	NOTES
101	EXISTING WASH BAY	SHOPS	657	0	0	0	0.00	0	0.0	0	0	1000	EF-1	
102	NEW EQUIPMENT ROOM	STORAGE ROOMS	377	0	0	0	0.12	46	0.0	0	120	0	UH-1	

WASH BAY HEATER SCHEDULE

TAG	MANUFACTURER	MODEL	INPUT MBH	CA SIZE	V SIZE	VOLTAGE/AMPS	NOTES
WH-1	SCHWAB	5790-130-30	125	4"	4"	120/5/9	1.2

- NOTES
1. PROVIDE DIGITAL PROGRAMMABLE WALL-MOUNTED T-STAT WITH TAMPER RESISTANT CLEAR LOCKING COVER.
 2. EQUIPMENT SPECIFIED AND PROVIDED BY OTHERS.

EXHAUST FAN SCHEDULE

TAG	MANUFACTURER	MFR. NO.	CFM	ESP	FAN HP/ AMPS	AREA SERVED	NOTES
EF-1	COOK	120WHB	1000	0.35	0.33/7.2	WASH BAY	1.2

- NOTES
1. PROVIDE DRIVE BELTS AND VOLUME DAMPERS AS REQUIRED FOR CFM'S AND ESP.
 2. PROVIDE DISCONNECT, DISCONNECT, DISCONNECT DAMPERS, AND 12" CLARE.

UNIT HEATER SCHEDULE

TAG	MANUFACTURER	MODEL	INPUT MBH	CA SIZE	V SIZE	VOLTAGE/AMPS	NOTES
UH-1	REZNOR	100C-100	105	4"	4"	120/4.3	1.2

- NOTES
1. PROVIDE DIGITAL PROGRAMMABLE WALL-MOUNTED T-STAT WITH TAMPER RESISTANT CLEAR LOCKING COVER.
 2. EQUIPMENT SPECIFIED AND PROVIDED BY OTHERS.

DESCRIPTION OF WORK - MECHANICAL

PROVIDE COMPLETE HEATING, VENTILATING, AIR CONDITIONING AND EXHAUST SYSTEMS READY FOR USE AS ITEMIZED, BUT NOT LIMITED TO, AS FOLLOWS:

DEMOLITION, REMOVAL, AND ALTERATIONS OF EXISTING SYSTEMS AND EQUIPMENT AS REQUIRED, THOUGH NOT SPECIFICALLY INDICATED, TO ACCOMMODATE THE PROPOSED WORK. SEE ARCHITECTURAL DRAWINGS FOR EXTENT OF DEMOLITION AND FIELD VERIFY EXISTING CONDITIONS.

DUCTWORK AND AIR DEVICES.

THERMAL INSULATION AND DUCT LINING.

CONTROLS, CONTROL WIRING, AND INTERLOCKS.

GAS PIPING WITH CONNECTION TO EVERY PIECE OF EQUIPMENT REQUIRING NATURAL GAS.

BOILER, PUMPS, AND RELATED HYDROIC EQUIPMENT.

RELATED WORK BY OTHER TRADES

ELECTRIC POWER WIRING.

GAS PIPING.

MECHANICAL INSTALLATION NOTES

PROPOSAL PRICE SHALL INCLUDE SPECIFIED MATERIALS ONLY. SHOULD THE CONTRACTOR WISH TO SUBSTITUTE MATERIALS, EQUIPMENT OR MANUFACTURERS, IT SHALL BE DONE BY STATING EACH SUBSTITUTION AND ITS PRICE ADJUSTMENT.

WORK SHALL BE PERFORMED IN ACCORDANCE WITH CODES AND AUTHORITIES HAVING JURISDICTION INCLUDING ADA GUIDELINES.

WORK SHALL BE PERFORMED IN A NEAT WORKMANLIKE MANNER.

PROTECT AND PAY FOR REQUIRED PERMITS AND INSPECTIONS.

THIS TRADE SHALL DO ITS OWN CUTTING AND PATCHING - TRENCHING AND BACKFILLING.

CONFER WITH THE OTHER TRADES IN THE COORDINATION OF THIS WORK FOR CLEARANCES, CHASES, RECESSES AND OPENINGS REQUIRED.

THESE DRAWINGS ARE TO BE USED FOR BIDDING ONLY. ROUGH-IN AND FINAL CONNECTION SHALL BE MADE FROM APPROVED EQUIPMENT DRAWINGS ONLY.

GUARANTEE THE WORK TO BE FREE FROM DEFECTIVE WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE (1) YEAR FROM DATE OF FINAL ACCEPTANCE. ANY REPAIRS OR REPLACEMENT DURING THIS PERIOD SHALL BE MADE WITHOUT COST TO THE OWNER.

GAS PIPING SHALL BE SCHEDULE 40 ASTM A53 TYPE B BLACK STEEL WITH WALLEABLE FITTINGS. PROVIDE GAS COOL UNION AND TIGHT LGS AT EVERY CONNECTION. PIPING 2-1/2" AND LARGER OR EXCEEDING 1"WC SHALL BE WELDED. TEST GAS PIPING AT 25 PSIG-REPAIR LEAKS AND RETEST. PRVS SHALL BE PETRO FLUORINATE MODEL 310A PRESSURE INDEPENDENT SEDIMENT OVERPRESSURE BALANCED VALVE GOVERNORS WITH FILTER AND RELIEF VENT PIPED TO OUTDOORS WHERE REQUIRED. SEE PLAN FOR FLOW DIRECTION OF EACH AND SIZE ACCORDINGLY. USE OF ANY NON-PRESSURE INDEPENDENT REGULATORS WILL RESULT IN LARGER PIPE SIZES.

INSULATE SUPPLY DUCTS WITH 1 1/2" BLANKET TYPE FIBERGLASS INSULATION WITH FACTORY APPLIED FIBERGLASS REINFORCED ALUMINUM FOL PACKING AND AN R-VALUE OF 4 OR GREATER. INSULATION SHALL BE WAPPED TIGHT WITH JOINTS BUTTED AND SEALED, AND BE SECURED IN ACCORD WITH MANUFACTURER'S RECOMMENDATIONS.

DUCTS SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH RECOMMENDATIONS SET FORTH IN SMACNA MANUAL.

SEAL TRANSVERSE DUCT JOINTS IN ACCORD WITH SMACNA CLASS "B."

EXTEND TYPE "B" GAS VENTS FOR BOILERS, FURNACES, UNIT HEATERS, AND WATER HEATERS. VENT SHALL PENETRATE ROOF WITH TALL FLASHING CONE AND STORM COLLAR. TERMINATE WITH CAP.

ELECTRICAL CHARACTERISTICS ARE 120/208V/3PH/4W.

IDENTIFICATION: STENCIL HVAC UNITS AND EXHAUST FANS WITH 4" HIGH X 3/4" THICK LETTERS WITH THE INDICATED UNIT NUMBERS. PROVIDE 3/4" HIGH WHITE PAGES MOUNTED WITH BLACK LETTERS AT EACH HVAC UNIT THERMOSTAT WITH UNIT NUMBERS.

CLERKS SHALL BE INSULATED AND PROVIDED WITH NAILERS, CANTS AND 16 GA. GALVANIZED STEEL SHELL AND BASE PLATE.

PIPING SHALL PENETRATE THE ROOF THROUGH A CURB WITH AN INSULATED CAP. EPDM COVER WITH 3-1/2" PIPE PENETRATION SLEEVES, AND EPDM BOOTS WITH ADJUSTABLE 55 BANDS.

PROOF TO PLACING IN SERVICE, CLEAN AND FLUSH ENTIRE HEATING SYSTEM IN ACCORDANCE WITH EQUIPMENT MANUFACTURER'S RECOMMENDATIONS. SYSTEM WATER SHALL BE TESTED AND TREATED AS RECOMMENDED BY CURRENT INDUSTRY STANDARDS AND EQUIPMENT MANUFACTURERS FOR THE PROPOSED SYSTEM.

TEST AND BALANCE THE AIR SUPPLY, RETURN, AND EXHAUST SYSTEMS TO WITHIN 1% OF THE INDICATED QUANTITIES AND PROVIDE THREE COPIES OF A REPORT FOR USER.

INSPECT AND TEST EXISTING HVAC EQUIPMENT REMAINS REMOVED AS A PART OF THIS WORK. DETERMINE CONDITION AND CONFIRM OPERATION AT RATED CAPACITIES. PROVIDE WRITTEN REPORT OF FINDINGS AND ANY REPAIRS REQUIRED WITH RELATED PRICING.

PROVIDE SUBMITTALS FOR THE FOLLOWING ITEMS FOR REVIEW WITHIN 30 DAY OF NOTICE TO PROCEED. IF THE REQUESTED SUBMITTALS ARE NOT PROVIDED, ANY CHANGE ORDERS THAT COULD HAVE BEEN PREVENTED AS A PART OF THE REVIEW PROCESS WILL NOT BE THE RESPONSIBILITY OF CARTLAND & KRAUS ENGINEERING.

COMBUSTION AIR.

BOILERS, PUMPS, AND RELATED HYDROIC EQUIPMENT.

MECHANICAL SYMBOLS

OA1	OUTDOOR AIR INTAKE
S	SUPPLY AIR
E	EXHAUST AIR
UH	UNIT HEATER
EF	EXHAUST FAN
UNO	UNLESS NOTED OTHERWISE
- G -	GAS PIPING
☒	SUPPLY OPENING
☒	RETURN/EXHAUST OPENING
⌈	BALL VALVE
⌋	BUTTERFLY VALVE
⌋	UNION
⌋	PUMP
⊙	THERMOSTAT
⊗	CIRCUIT SPLITTER

GENERAL NOTES

- REVIEW EXISTING CONDITIONS AND INCLUDE NECESSARY CHANGES AS A PART OF THE BID. IF ANY DISCREPANCIES OR DIFFERENCES.
- EXISTING EQUIPMENT/DEVICE TO REMAIN.
- EXISTING EQUIPMENT/DEVICE TO BE REMOVED. THIS TRADE SHALL DISCONNECT THE SERVICES.
- DISCONNECT EXISTING EQUIPMENT/DEVICE AND ALTER SERVICES FOR NEW EQUIPMENT/DEVICE AT THE SAME LOCATION.
- EXISTING EQUIPMENT/DEVICE TO BE REMOVED AND RELOCATED. THIS TRADE SHALL DISCONNECT THE SERVICES, CLEAN AND MAKE NECESSARY REPAIRS OR ADJUSTMENTS AS REQUIRED TO FACILITATE THE INSTALLATION AT THE NEW LOCATION.
- NEW LOCATION FOR EXISTING EQUIPMENT/DEVICE TO BE REMOVED AND RELOCATED. EXTEND SERVICES IN WALL/BELOW FLOOR/ABOVE CEILING AS REQUIRED TO NEW LOCATION.
- DISCONNECT EQUIPMENT/DEVICE CONNECTIONS. WITHDRAW SERVICES BEYOND ADJACENT SURFACE AND CAP. ALLOW ENOUGH SPACE TO FINISH OPENING SIMILAR TO ADJACENT SURFACE.
- EXISTING EQUIPMENT/DEVICE/SERVICE TO BE ABANDONED. DISCONNECT SERVICES. ELECTRICAL CONDUITS SHALL HAVE WIRING WITHDRAWN TO NEAREST ACCESSIBLE BOX AND PLANK UP ABANDONED OPENING.
- EXISTING EQUIPMENT TO BE REMOVED.
- CONNECT TO EXISTING.

DEFINITIONS

DISCONNECT

DISCONNECT EQUIPMENT/DEVICE CONNECTION. WITHDRAW SERVICES BEYOND ADJACENT SURFACE AND CAP. ALLOW ENOUGH SPACE TO FINISH OPENING SIMILAR TO ADJACENT SURFACE. SERVICES THRU FLOOR SHALL BE WITHDRAWN INTO SPACE BELOW. SERVICES THRU CEILING SHALL BE WITHDRAWN INTO CEILING SPACE. CAP SERVICES EXCEPT WHERE IT IS TO BE EXTENDED FOR A NEW SERVICE CONNECTION. DOMESTIC WATER AND SANITARY PIPING INTO BIDS SHALL BE LIMITED TO 2'-0" MAX. REMOVE SLEEVES WHERE THEY EXIST AND HOLES FILLED AND FINISH REPAIRED BY THE GENERAL CONTRACTOR. CONDUIT IN SLABS SHALL BE CUT OFF BELOW ADJACENT FINISH AND SHALL HAVE WIRING WITHDRAWN TO NEAREST ACCESSIBLE OPENING WHERE OTHER EQUIPMENT OR DEVICES ARE SERVED OR TO THE PANEL WHERE ONLY THIS EQUIPMENT/DEVICE IS SERVED. CONDUIT AND WIRING ABOVE GRADE SHALL BE REMOVED BACK TO PANEL OR POINT OF ORIGIN.

IN MULTI-TENANT BUILDINGS WHERE SERVICES ARE CONTINUED IN A SPACE OR SPACES THAT ARE PART OF ANOTHER TENANT, REMOVE SERVICES TO ITS TERMINATION IN A SPACE CONTROLLED BY THE PROPOSED TENANT OR TO A SPACE CONTROLLED BY THE LANDLORD/MANAGEMENT. COORDINATE THESE TERMINATIONS WITH LANDLORD/MANAGEMENT.

REMOVAL

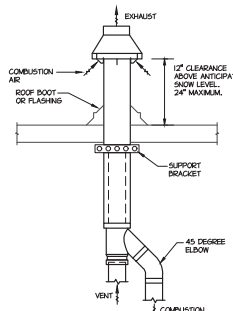
MATERIALS/EQUIPMENT/DEVICES TO BE REMOVED AND NOT RELOCATED OR STORED AS WELL AS CONSTRUCTION MATERIALS ACCUMULATED DURING THE REMOVAL WORK SHALL BE REMOVED AND DISPOSED OF AT THE EXPENSE OF THE RESPECTIVE TRADE. PLANK UP OPENINGS THAT ARE TO BE ABANDONED IN EXISTING WALLS THAT REMAIN.

DUST CONTROL

IN GENERAL, THE DUST CONTROL SHALL BE PROVIDED AND MAINTAINED BY THE GENERAL CONTRACTOR. THIS TRADE SHALL COORDINATE ITS WORK WITH THE GENERAL CONTRACTOR WITH RESPECT TO DUST CONTROL IN THE AREA INDICATED FOR NEW WORK. SPECIAL CONTROL FOR HEALTH AND SAFETY OF WORKERS FOR WORK OUTSIDE THE AREA DESIGNATED AS THE NEW WORK AREA AND AS REQUIRED BY SPECIAL CONDITIONS SHALL BE BY THIS TRADE.

INTERRUPTION OF SERVICES

WORK THAT REQUIRES INTERRUPTION OF SERVICES TO PORTIONS OF THE BUILDING OTHER THAN AREAS IN WHICH THE WORK IS TO BE ACCOMPLISHED SHALL BE COORDINATED WITH THE BUILDING MANAGEMENT AND ACCOMPLISHED DURING THE NIGHTTIME OR ON WEEKENDS AND AT NO ADDITIONAL COST.



VERTICAL CONCENTRIC VENT THRU ROOF DETAIL
NOT TO SCALE

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TRIO
PROPOSED CAR WASH BLDG ADDITION
540 MCHENEY ROAD
BUFFALO GROVE, ILLINOIS 60089

TRIO
FOR PERMIT 11.14.24

ISSUE

FOR DATE 11.14.24

PERMIT 11.14.24

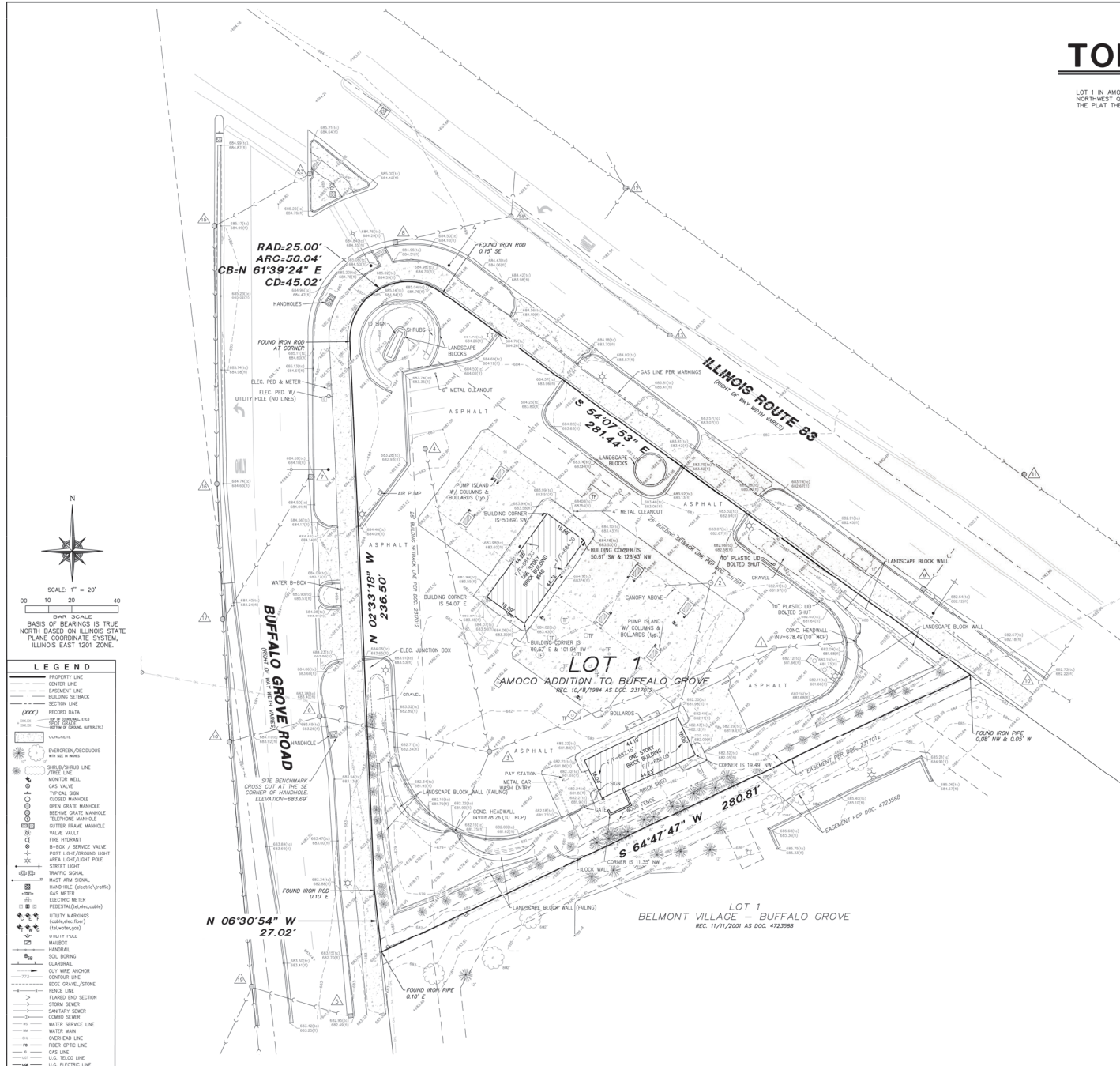
CARTLAND & KRAUS ENGINEERING, LTD.
760 Talbot Road Lake Zurich, IL 60047
T: (847) 719-1708 F: (847) 719-1738
Plumbing ♦ Mechanical ♦ Electrical
Design Firm Number 184204007
Expires: 04/30/2025

790010.D 11/14/24

CHECK/CMS
DRAWN: CMS
JOB: 02400159
M1.0
MECHANICAL FLOOR PLAN

BOUNDARY & TOPOGRAPHIC SURVEY

LOT 1 IN AMOCO ADDITION TO BUFFALO GROVE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 18, 1984 A DOCUMENT 2317015, IN LAKE COUNTY, ILLINOIS.



RM-681.36(STORM) 4" CONCRETE STRUCTURE N=678.24(12" RCP NE) N=678.32(12" PVC SW) N=678.08(12" DI NW)	RM-683.42(STORM) 4" CONCRETE STRUCTURE N=680.22(12" RCP NW)
RM-681.98(SAN) 4" CONCRETE STRUCTURE N=678.04(12" RCP NE) N=680.07(12" RCP NW) N=678.63(12" CLAY S) N=678.63(12" CLAY NW)	RM-683.72(STORM) 4" CONCRETE STRUCTURE N=678.04(12" RCP NE) N=680.07(12" RCP NW) N=680.07(12" RCP SE)
RM-681.54(STORM) 4" CONCRETE STRUCTURE N=678.10(12" RCP NW) N=678.10(12" DI NW) N=678.04(12" RCP SW) N=678.20(12" RCP NW) 4" PVC RESTRICTOR WEST	RM-684.92(STORM) 4" CONCRETE STRUCTURE N=681.67(12" RCP ENE & S)
RM-682.62(STORM) 4" CONCRETE STRUCTURE N=679.58(12" RCP SSE)	RM-684.60(STORM) 4" CONCRETE STRUCTURE N=680.50(12" RCP N & S)
RM-682.49(STORM) 4" CONCRETE STRUCTURE N=678.54(12" RCP NW)	RM-684.92(STORM) 4" CONCRETE STRUCTURE N=678.62(12" RCP N, S & NE)
RM-683.42(STORM) 4" CONCRETE STRUCTURE N=677.95(12" RCP SW & SE)	RM-683.80(STORM) 4" CONCRETE STRUCTURE N=678.05(12" RCP N)
RM-684.18(STORM) 4" CONCRETE STRUCTURE N=681.26(12" RCP SW)	RM-683.24(STORM) 4" CONCRETE STRUCTURE N=677.60(12" RCP S)
RM-684.09(STORM) 4" CONCRETE STRUCTURE N=680.96(12" RCP E)	RM-683.24(STORM) 4" CONCRETE STRUCTURE N=677.60(12" RCP S)
RM-682.11(STORM) 4" CONCRETE STRUCTURE N=678.65(12" RCP NE) N=678.65(12" RCP SE)	RM-683.30(STORM) 4" CONCRETE STRUCTURE N=678.04(12" RCP NW) N=678.27(12" RCP E) N=678.27(12" RCP SW)
RM-682.67(STORM) 60" CONCRETE STRUCTURE N=678.77(12" RCP NW) N=678.77(12" RCP NE) N=678.77(12" RCP SE)	RM-682.64(SAN) 4" CONCRETE STRUCTURE N=684.31(12" RCP NW & SE)
RM-682.08(UNABLE TO OPEN)	RM-684.41(STORM) 4" CONCRETE STRUCTURE N=682.06(12" RCP SW)
RM-683.77(STORM) 4" CONCRETE STRUCTURE N=678.67(12" RCP NW) N=678.67(12" RCP SW) UNABLE TO WITNESS ANY OTHER LINES	RM-683.34(SAN) 4" CONCRETE STRUCTURE N=685.13(12" RCP NW & SE)
	RM-683.34(WATER) 4" CONCRETE STRUCTURE 678.30' AT TOP OF 12" DI E 678.67' AT TOP OF 12" DI W

SURVEY NOTES:

1. SITE BENCHMARK - CROSS CUT AT THE SOUTHEAST CORNER OF A CONCRETE HANDHOLE BASE, LOCATED ON THE EAST SIDE OF BUFFALO GROVE ROAD, SOUTH OF THE ENTRANCE DRIVE FOR 540 MCHEERY ROAD. ELEVATION=683.69(NAVD88)
2. PERMANENT INDEX NUMBER (P.I.N. #): 15-33-111-001
3. THE LOCATION OF UNDERGROUND UTILITIES WAS DETERMINED BY FIELD OBSERVATION AND VISIBLE MARKINGS ONLY.
4. PROPERTY AREA: 0.933 ACRES (40,620 SQUARE FEET)
5. FIELD WORK COMPLETED ON SEPTEMBER 9th, 2024
6. SURVEY PREPARED FOR: TRIO
7. BUILDING TIES & DIMENSIONS SHOWN ARE MEASURED FROM THE OUTSIDE FACE OF THE BUILDING.
8. ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

STATE OF ILLINOIS }
COUNTY OF COOK } SS

WE, THE WT GROUP DO HEREBY DECLARE THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY AND TOPOGRAPHIC SURVEY.

GIVEN UNDER OUR HAND AND SEAL THIS 24th DAY OF SEPTEMBER, A.D. 2024, AT HOFFMAN ESTATES, ILLINOIS.

THE WT GROUP, LLC

Frank J. Matko
FRANK J. MATKO - PLS #035-003556 EXPIRES 11/30/2024
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.0070750-0015



WT GROUP
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www.wtgroup.com
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WT Group
Surveying | Engineering | Consulting

540 MCHEERY ROAD
BUFFALO GROVE, ILLINOIS
LAKE COUNTY

ISSUE

TO: DATE
CLIENT: 9/24/24

CHECK/FIRM

DRAWN: MWO
JOB: 0240159

SUR-1
SHEET 1 OF 1
BOUNDARY & TOPOGRAPHIC SURVEY

TRIO

PROPOSED CAR WASH BUILDING ADDITION

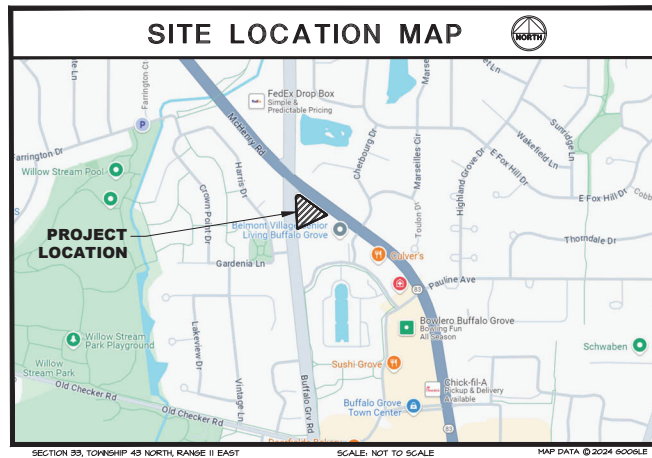
540 MCHENRY ROAD

BUFFALO GROVE, ILLINOIS 60089

DRAWING INDEX		
SHEET	DESCRIPTION	DATE
T-1.0	TITLE SHEET	2-26-25
C-1.0	SITE DEMOLITION PLAN	2-26-25
C-2.0	SITE DEVELOPMENT PLAN	2-26-25
C-3.0	SITE GRADING PLAN	2-26-25
C-4.0	STORMWATER POLLUTION PREVENTION PLAN	2-26-25
C-5.0 - C-5.1	CONSTRUCTION DETAILS	2-26-25
C-6.0	PROJECT SPECIFICATIONS	2-26-25
SUR-1	BOUNDARY & TOPOGRAPHIC SURVEY	9-24-24

BENCHMARKS:

SITE BENCHMARK - CROSS CUT AT THE SOUTHEAST CORNER OF A CONCRETE HANDHOLE BASE, LOCATED ON THE EAST SIDE OF BUFFALO GROVE ROAD, SOUTH OF THE ENTRANCE DRIVE FOR 540 MCHENRY ROAD, ELEVATION = 689.64' (NAVD83)



CIVIL ENGINEERING STATEMENT AND SEAL

I, JAMES GLASCOTT, P.E., DULY LICENSED IN THE STATE OF ILLINOIS BY THE DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION, DO HEREBY STATE THAT THIS DOCUMENT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF DOES CONFORM TO THE APPLICABLE BUILDING CODES AND ORDINANCES, AND ARE IN COMPLIANCE WITH THE ENVIRONMENTAL BARRIERS ACT (640 ILCS 223) AND THE ILLINOIS ACCESSIBILITY CODE (11 ILL. ADM. CODE 400).

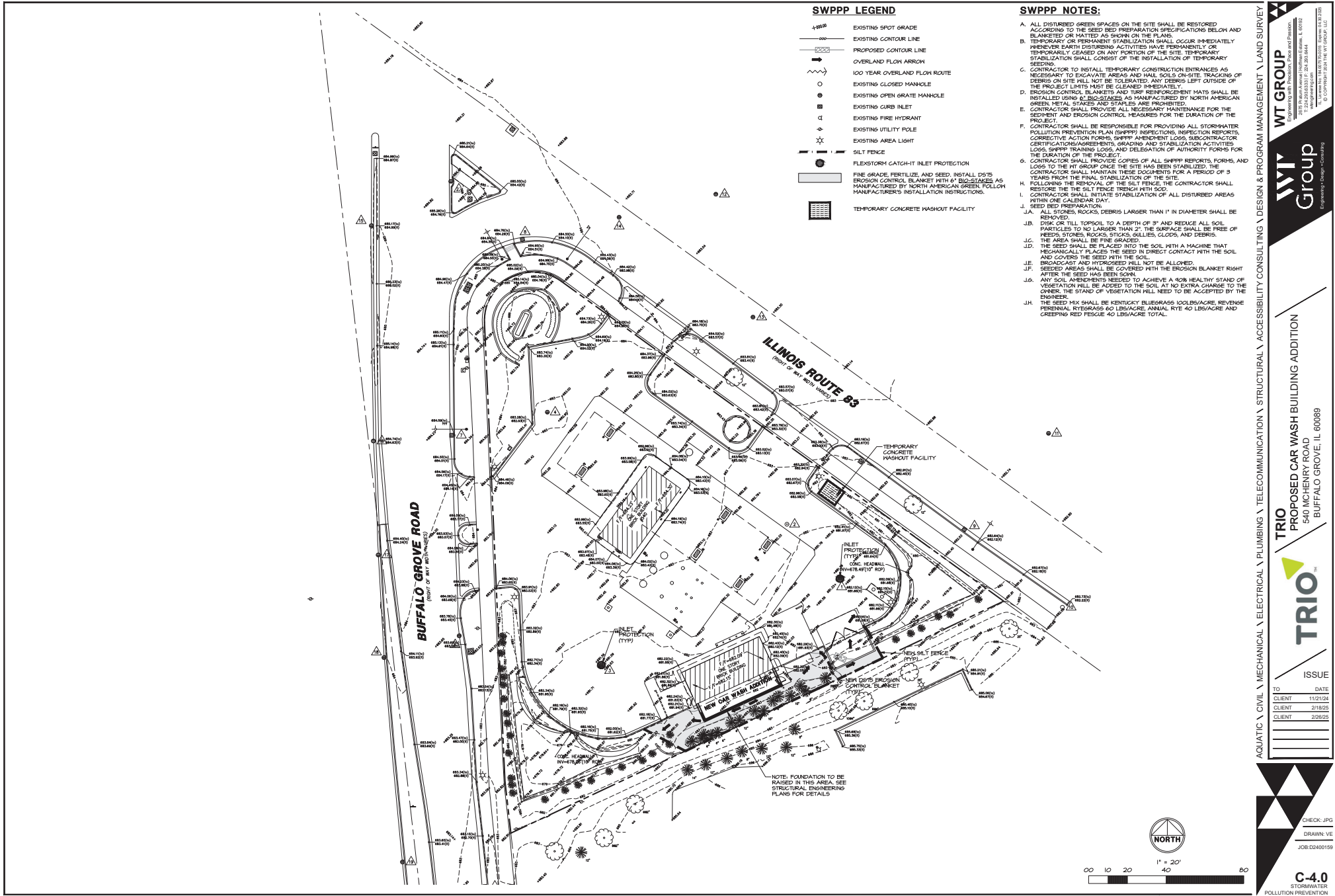
James Glascott
DATE: 2/26/2025
JAMES GLASCOTT - ILLINOIS P.E. # 062-068962
DATE OF EXPIRATION - NOVEMBER 30, 2025



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WT GROUP

WV Group

Engineering Design Consulting

TRIO

TRIO

TRIO

ISSUE

TO: DATE

CLIENT: 11/21/24

CLIENT: 2/18/25

CLIENT: 2/26/25

CHECK: JPG

DRAWN: VE

JOB: D2400159

C-4.0

STORMWATER

POLLUTION PREVENTION

PLAN

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

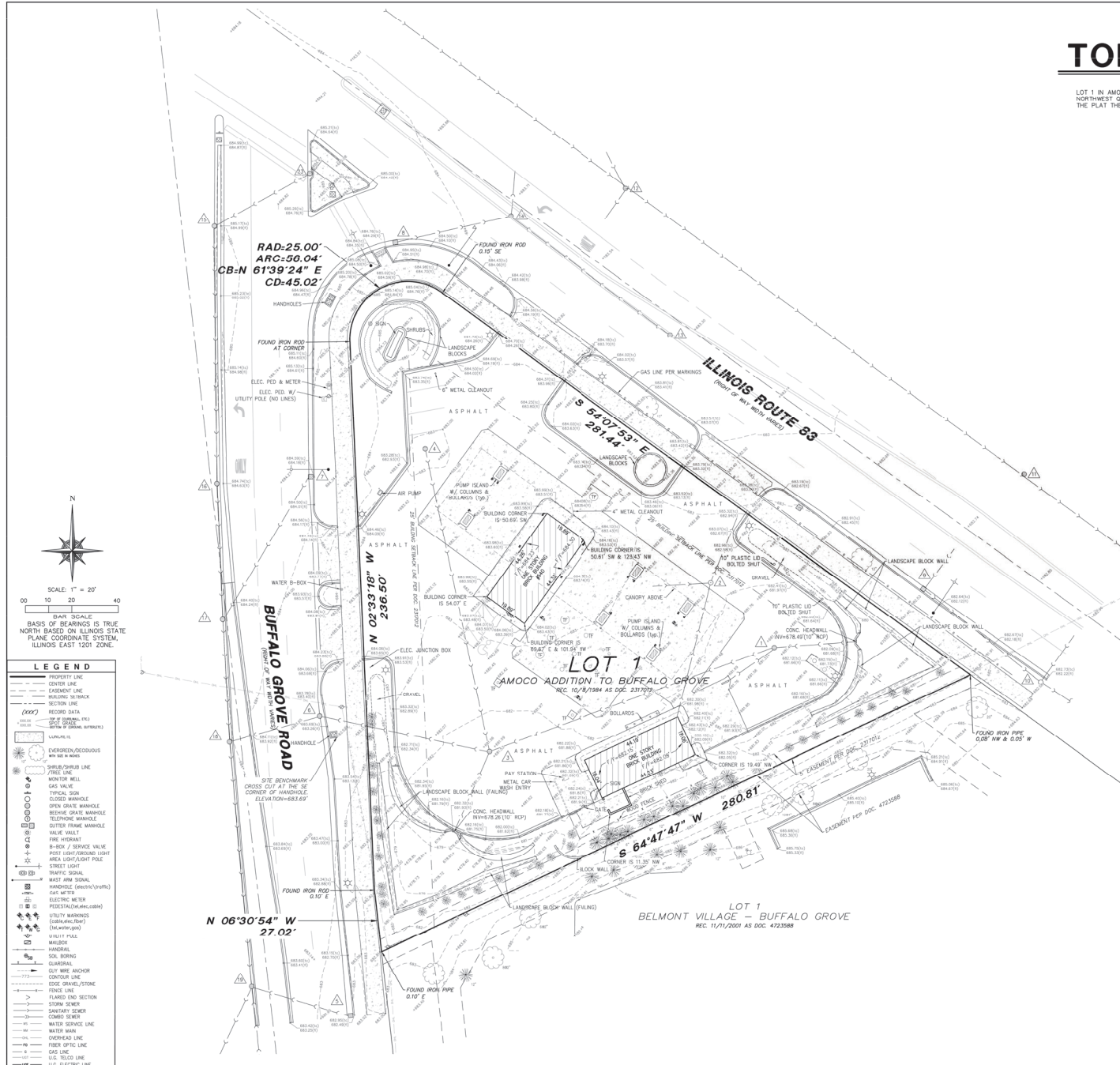
PROPOSED CAR WASH BUILDING ADDITION

540 MCHENRY ROAD

BUFFALO GROVE, IL 60089

BOUNDARY & TOPOGRAPHIC SURVEY

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SURVEY NOTES:

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THE WT GROUP, LLC

Frank J. Matko
FRANK J. MATKO - PLS #035-003556 EXPIRES 11/30/2024
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.0070750-0015



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STATE OF ILLINOIS

540 MCHEERY ROAD
BUFFALO GROVE, ILLINOIS
LAKE COUNTY

ISSUE
TO: DATE
CLIENT: 9/24/24

CHECKFIRM
DRAWN: MWO
JOB: 0240159

SUR-1
SHEET 1 OF 1
BOUNDARY & TOPOGRAPHIC SURVEY

**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, AUGUST 6, 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 Davis, PZC Commissioner Saxena, PZC Commissioner Schwartz.

Also present were: Trustee Liaison Les Ottenheimer, Attorney Nick Standiford, Deputy Director Kelly Purvis, Associate Planner Andrew Binder, and Consulting Engineer Amy McKenna.

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

A. Consideration of a Fence Code Variation to install a 5-foot privacy fence that does not match the permitted style and encroaches beyond the minimum required setback for a corner side yard fence along Weiland Road, at 164 Newtown Drive

Associate Planner, Andrew Binder provided an overview of the request indicating staff's support for the fence variation.

Jason Lee, the homeowner and petitioner was sworn in.

Lee explained that their child has Autism and elopes. He stated that having an enclosed fence will make him safer. He also noted that the top of the fence would be more open with the lattice style.

Com. Worlikar asked about the fence and whether it would touch the sound wall, but not be attached.

Lee confirmed.

Com. Davis asked about whether gates would be installed on the fence.

Lee noted that there will be a gate where the path from the driveway meets the fence.

Chairperson Weinstein asked if the sound wall was constructed at the property line.

Lee confirmed.

The staff report was entered into the record as Exhibit 1.

Chairperson Weinstein asked for a motion.

Com. Davis made a motion to grant variations to the Buffalo Grove Fence Code Section 15.20, to install a 5-foot privacy fence that does not match the permitted

style and encroaches beyond the minimum required setback for a corner side yard fence along Weiland Road, at 164 Newtown Drive, provided the fence shall be installed in accordance with the documents and plans submitted as part of this petition.

The motion was seconded by Com. Moodhe.

Com. Moodhe noted that the request is in keeping with the neighborhood. He noted that the gap creates maintenance issues.

Com. Worlikar agreed with Com. Moodhe and indicated his support for the request. He noted it is in keeping with the neighborhood.

Com. Davis agreed that a gap between the fence and the wall would create an issue. He also noted what a busy road Weiland can be. He noted he is in support of the request.

Chairperson Weinstein indicated his support for the request noting that the sound wall creates a unique situation on the property.

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

AYES: 6 Mitchell Weinstein, Adam Moodhe, Neil Worlikar, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 3 Amy Au, Marc Spunt, Chad Gregory

Motion declared Passed.

B. Consideration of a Special Use for a non-academic school, classes, and instruction in the Industrial District at 1380 Busch Parkway.

Associate Planner, Andrew Binder provided an overview of the request indicating staff's support for the special use.

Grace Kil from the Birdie Project Golf Academy was sworn in.

Kil noted that they will only have 7 people in the space at a time. She noted WJ was more of an entertainment use and used more parking.

Com. Worlikar asked about special uses next to each other, and if there is a limit to the number when they are next to each other.

Standiford stated that the Village's code does not address having Special Uses in proximity to one another and that would have to be done through an amendment to the Village Code.

Com. Moodhe asked if the Village Board could make these uses permitted to make

it easier for the petitioner. He recommended that certain uses might be appropriate in the office type buildings.

Chairperson Weinstein asked for the floor plan to be pulled up and asked about a specific feature being offered in the facility.

Kil provided an overview of the putting instruction area and the overall floor plan.

Com. Schwartz asked about the distance from the hitting bays and any safety features in these tight spaces.

Kil indicated that there is a platform where people should hit from. She noted that the platform is for one person at a time, and other people remain behind.

The staff report was entered into the record as Exhibit 1.

Chairperson Weinstein closed the public hearing and asked for a motion.

Com. Davis made a motion to recommend the Special Use for a non-academic school, classes, and instruction in the Industrial District at 1380 Busch Parkway, 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 Birdie Project Golf Academy, LLC to operate a non-academic school, classes at 1380 Busch Parkway, which shall not run with the land.
3. The Special Use granted to the Birdie Project Golf Academy, LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

The motion was seconded by Com. Worlikar.

Com. Moodhe noted that he doesn't think WJ had any parking issues and stated that there is plenty of parking available at this location. His one thought is to take a look at the uses and to allow them with less oversight from the Village.

Chairperson Weinstein noted that this would have less parking impact and noted his support for the request.

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

AYES: 6 Mitchell Weinstein, Adam Moodhe, Neil Worlikar, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 3 Amy Au, Marc Spunt, Chad Gregory

Motion declared Passed.

C. **Consideration of an amendment to the Preliminary Plan, approved by Ordinance No. 1984-055, and zoning and sign variances to allow an addition to the existing Car Wash, updated signage, as well as a new trash enclosure and propane storage area at 540 McHenry Road.**

Associate Planner, Andrew Binder provided an overview of the request indicating staff's support for the preliminary plan, zoning and sign variations.

Christian Kolichefski representing the property owner, Graham Enterprise Inc., was sworn in.

Kolichefski noted that there are three businesses on the triangular site, creating a unique circumstance resulting in the need for the sign variations. He noted that the 7 signs have been in place historically.

Kolichefski stated that the signage is well within the permitted sign area, and stated that they want to put signage in the right locations on the site.

He walked through the zoning variation requests for the larger propane storage area, which is being relocated. He further noted that the trash enclosure is slightly closer than the mid-point of the principal building. He walked through the reasons for the placement of the accessory structure.

Kolichefski further spoke about the operations of the carwash indicating that it is a slower carwash that will process 1 car every 6 minutes.

Kolichefski provided an overview of the materials being used on the trash enclosure and the landscape screening being used.

Com. Saxena asked about the length of the propane storage and if there is precedent for that.

Binder indicated that there is precedent, and noted that these are typically regulated by State requirements.

Com. Worlikar asked about the current size of the propane storage and asked if there is a requirement for it to be up against a building.

Binder noted that there are not requirements that it abut a building but must be 5 feet from a drive aisle. He further noted that bollards will be installed in front of the cages.

Com. Davis asked if staff knew why the requirement is 7 feet.

Binder noted that the size of one cage is typically 7 feet, but didn't know why it was limited to one.

Com. Davis asked if the Fire Department would review.

Binder confirmed they have, and had no issues with the proposal.

Com. Moodhe asked if the vacuums would remain.

Kolichefski noted they would be removed.

Com. Moodhe asked about the location of the propane tanks in proximity to the exit of the carwash.

Kolichefski indicated that with the pace of the wash, they are not concerned.

Com. Moodhe asked about the removal of the permeable area.

Kolichefski indicated that they will be making stormwater improvements to the site.

Com. Moodhe asked if there is a chance of leaching of the garbage into the detention area.

Kolichefski indicated that there is a foundation and a masonry structure around the trash container.

Com. Moodhe asked about engineering's concerns.

McKenna noted that the refuse enclosure encroaches into the detention area. She stated that staff wants to ensure that the detention be replaced on site.

Com. Moodhe asked about fuel leakage and if that is a concern.

McKenna indicated that it would not be any more concerning than what exists today.

Com. Moodhe asked if there were any neighbor inquiries.

Binder indicated that there were no complaints, just a couple of inquiries.

Chairperson Weinstein asked for clarification on the sign variation request, noting there are 7 signs currently on site that didn't get variations in the past.

Binder confirmed.

Chairperson Weinstein asked about the square footage permitted.

Kolichefski indicated that it is significantly less than is permitted.

Com. Schwartz asked about the location of the propane tanks and if there is a walkway striped.

Kolichefski noted there is not.

Com. Schwartz noted that the location doesn't seem logical.

Kolichefski noted that the reason it is being moved is to allow the installation of the windows.

Com. Worlikar asked if they have other similar carwashes that are set up like this and has that been a problem.

Kolichefski noted that there was a location that currently does and it has not been an issue. He further noted that the new placement is likely to be safer than where it is located today.

Com. Moodhe asked about the fenced-in area and if it is used for storage.

Kolichefski noted that with fewer deliveries, they have been storing plastic containers in the fenced-in area. He noted these would be stored within the new refuse area going forward.

Com. Moodhe asked if noise would be impacted.

Kolichefski noted that it will actually be quieter than what is there today.

Chairperson Weinstein asked if the building division has reviewed the proposed location of the propane tanks.

Binder indicated that they have.

Chairperson Weinstein indicated that he does not see this as a safety issue.

Kolichefski reiterated that this carwash is not a conveyor-style carwash. He noted that people typically want to use every second and do not hurry through the wash.

Com. Saxena asked about the windows on the overhead doors.

Kolichefski indicated that they are frosted.

The staff report was entered into the record as Exhibit 1.

Chairperson Weinstein closed the public hearing and asked for a motion.

Com. Davis made a motion to recommend an amendment to the Preliminary Plan

approved by Ordinance No. 1984-055 along with zoning and sign variations, to allow the construction of an approximately 444 sq ft addition to the existing Car Wash, updated signage, as well as a new trash enclosure and propane storage area at the gas station site at 540 McHenry Road, 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.
3. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.
4. The landscaping on the site shall be maintained in compliance with the approved landscape plan in perpetuity.

Seconded by Com. Worlikar.

Com. Worlikar noted that he is happy they are renovating the site. He sees the need for the addition to the carwash. He noted he could see an issue with the placement of the propane. He noted that, in general, he is in favor of the improvements.

Com. Moodhe noted that his original concern was about the garbage taking up more pervious area and detention. He noted that, standing on the site, he thought the location of the propane could be problematic.

Com. Schwartz asked if, since they are asking for several types of relief, the requests could be broken up into three votes.

Com. Moodhe stated that he would be more in favor of staff working with the developer to establish a safety/no parking zone in front of the propane storage area.

Com. Saxena stated that the remedy should be proportionate to the problem. He noted that it is not an irreparable situation, and as long as the petitioner is willing to work with staff on a reasonable solution.

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

AYES: 6 Mitchell Weinstein, Adam Moodhe, Neil Worlikar, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 3 Amy Au, Marc Spunt, Chad Gregory

Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

B. Approval of Draft Minutes from the July 16, 2025 Planning and Zoning Commission meeting.

Chairperson Weinstein asked for a motion to approve the draft minutes from the July 16, 2025 Planning and Zoning Commission meeting.

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

AYES: 5 Mitchell Weinstein, Adam Moodhe, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSTAIN: 1 Neil Worklikar

ABSENT: 3 Amy Au, Marc Spunt, Chad Gregory

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 August 20th meeting will be canceled and indicated that it is uncertain if we will have a meeting September 3rd, noting that there are a few applications that could come in by next week for that agenda.

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.

Dr. Randy McCool spoke regarding the proposed Kenley subdivision. He noted that they are proposing a connection to Margate Drive. He spoke about the spacing between the homes, traffic impact, schools and additional children. He also noted that there are environmental concerns.

Chairperson Weinstein noted that once the Village receives a complete submittal that meets the Staff's requirements for the Kenley subdivision development, it will be properly notified for the public hearing. He advised watching for notices or public hearing signage on the property.

ADJOURNMENT

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

AYES: 6 Mitchell Weinstein, Adam Moodhe, Neil Worlikar, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 3 Amy Au, Marc Spunt, Chad Gregory

Motion declared .

The meeting was adjourned at 8:57.

DRAFT



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: August 18, 2025

AGENDA ITEM 8.d. O-2025-92

Ordinance approving a Special Use for an Indoor Instructional Golf Facility in the Industrial District at 1380 Busch Parkway

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 an Indoor Instructional Golf Facility in the Industrial District at 1380 Busch Parkway.

Summary

See attached memorandum.

Strategic Alignment

Guiding Principle

Principle 7: Builds Our Community

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

Goal 3: Strengthened Buffalo Grove community identity and pride

File Attachments

1. Memo - Birdie Project - 1380 Busch Pkwy
2. DRAFT Ordinance - Birdie Project Golf Academy - 1380 Busch Pkwy
3. DRAFT Ordinance - Exhibit B. Plan Set
4. DRAFT Ordinance - Exhibit C. Draft PZC Minutes - August 6, 2025

DATE: August 18, 2025

TO: Village Manager Dane Bragg

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

SUBJECT: 1380 Busch Pkwy - Special Use for an Indoor Instructional Golf Facility in the Industrial District

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting a Special Use for a non-academic school, classes, and instruction in the Industrial District at 1380 Busch Parkway, subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

Grace Kil is seeking a Special Use permit to establish an indoor instructional golf facility (non academic instruction) in the Industrial Zoning district, specifically at 1380 Busch Parkway. The facility, which will be named, “The Birdie Project Golf Academy” and will be replacing the WJ Golf which closed in May 2025. WJ Golf differs from Birdie as WJ was a an entertainment/recreational golf facility.



Figure 1: Subject Tenant Space

PLANNING & ZONING ANALYSIS

Birdie will be open 7 days a week, from 9 AM to 8 PM, and have a maximum of 7 people in the facility at one time (including staff). They will be located within a multi-tenant building at 1300-1398 Busch, which includes medical office, office/warehouse, light manufacturing, a childcare center, and a dance studio.

The property has a total of 151 parking stalls, of which 8 have been assigned for Birdie during business hours, which exceeds the code’s parking requirements. Additionally, 49 unassigned parking stalls within the development are designated for shared use among all tenants. There was not any parking issues when WJ Golf was the tenant.

PUBLIC HEARING COMMENTS

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

PLANNING & ZONING COMMISSION (PZC) RECOMMENDATION

The PZC **unanimously recommended approval** to allow a Special Use for a non-academic school, classes, and instruction in the Industrial District at 1380 Busch Parkway, 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 Birdie Project Golf Academy, LLC to operate a non-academic school, classes, and Instruction at 1380 Busch Parkway, which shall not run with the land.
3. The Special Use granted to the Birdie Project Golf Academy, LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.



ORDINANCE 2025-xxx

AN ORDINANCE APPROVING A SPECIAL USE FOR A
NON-ACADEMIC SCHOOL, CLASSES, AND
INSTRUCTION AT 1380 BUSCH PARKWAY

Birdie Project Golf Academy, LLC
1380 BUSCH PARKWAY

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

WHEREAS 1380 Busch Parkway, Buffalo Grove, IL (“Property”) is located in a multi-tenant building at 1300-1398 Busch Parkway in the I Industrial District and is hereinafter legally described in Exhibit A; and,

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

WHEREAS, Birdie Project Golf Academy, LLC, (“Petitioner”) has filed a petition for a Special Use to allow a Non-Academic School, Classes, and Instruction in the Industrial District (I); and

WHEREAS the Planning & Zoning Commission held a public hearing on August 6, 2025, concerning the request; and

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

WHEREAS the Planning & Zoning Commission voted 6-0 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 August 6, 2025 Planning & Zoning Commission Meeting

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

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

SECTION 2. The Corporate Authorities hereby adopt a proper, valid, and binding ordinance approving the Special Use for the property at 1380 Busch Parkway, 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 Birdie Project Golf Academy, LLC to operate a non-academic school, classes, and instruction at 1380 Busch Parkway, which shall not run with the land.
3. The Special Use granted to the Birdie Project Golf Academy, LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

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

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

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

EXHIBIT A

Legal Description

**Birdie Project Golf Academy, LLC
1380 BUSCH PARKWAY**

SUBJECT PROPERTY COMMON ADDRESS: 1380 Busch Parkway

PARCEL INDEX NUMBERS: 15-27-403-008

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

DRAFT

EXHIBIT B

Plan Set

**Birdie Project Golf Academy, LLC
1380 BUSCH PARKWAY**

DRAFT

EXHIBIT C

Draft Minutes from August 6, 2025, Planning & Zoning Commission Meeting
Birdie Project Golf Academy, LLC
1380 BUSCH PARKWAY

DRAFT

Narrative

Business Description – The Birdie Project Golf Academy

The Birdie Project Golf Academy is a modern, member-based indoor golf facility located at 1380 Busch Parkway in Buffalo Grove, Illinois. We specialize in personalized golf instruction and guided practice for players of all skill levels. Our facility features three state-of-the-art hitting bays and a cutting-edge PuttView green, providing an immersive, year-round golf experience. Our mission is to create a welcoming, educational environment where golfers can build skills, confidence, and character — whether they're just starting out or aiming to refine their game. With a friendly, professional coaching staff and a strong focus on community, we are proud to be a trusted resource for golfers of all ages in Buffalo Grove and beyond.

- A. Main attraction is lessons and improving participants golf abilities
- B. Hitting bays and putting area will be member based only. Limited to 6 people per hour
- C. Building a friendly welcoming environment where people can practice and learn without judgement.
- D. We will not be selling any alcoholic beverages
- E. More practice and lessons than entertainment based

Products and Service Line

- A. Memberships ranging from \$70 - \$150 per month
- B. Lessons ranging \$60 - \$150 hourly
- C. Group lessons \$70 - \$350 1 – 2 hours
- D. Expected to generate \$10k - \$20k per month

Hours of Operation

Monday to Sunday 9 am - 8 pm. We are expected to be busiest 10 am – 2 pm to 4 pm – 8 pm. During lesson time there typically will be 2 people per hitting bay (3 bays, one coach and one student) totaling 6 people per hour. We will hold group lessons of maximum of 6 people three days for 1 hour on Monday, Tuesday, and Thursdays twice a day at maximum.

Employees

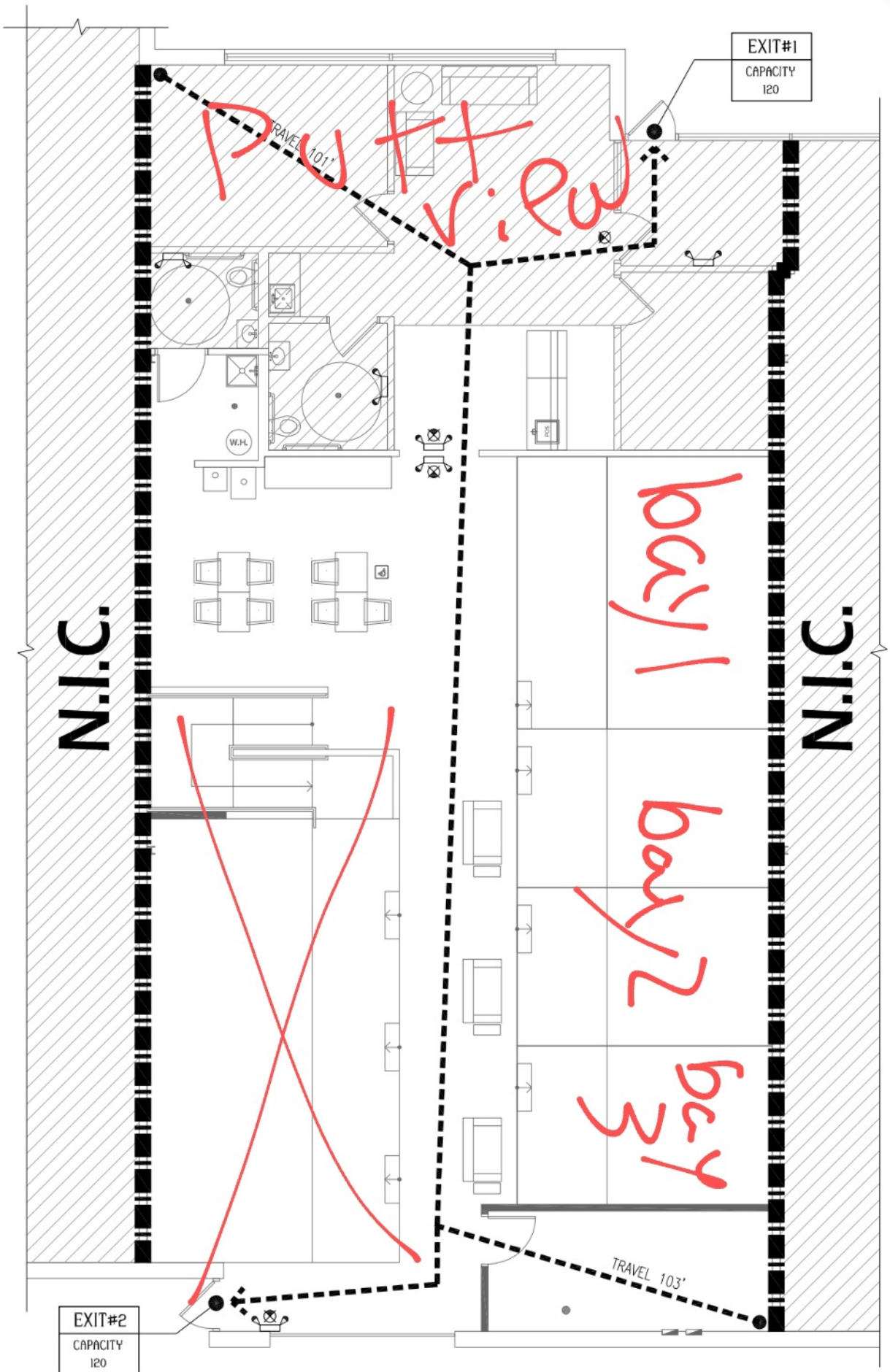
There will be one full time instructor (Grace Kil) and one employee that will operate the facility. Grace has 22 years of experience in golf and is certified with USGTF and plan to start LPGA teaching license to pursue further education.

Parking Spaces Provided

We took over an already existing golf facility known as WJ golf. They were an entertainment-based golf company where we are educational based. Therefore, we will be using less parking space than the previous tenants.

Expected improvements

We are erecting dry walls to provide privacy for members and instructors for more focus and private lessons.



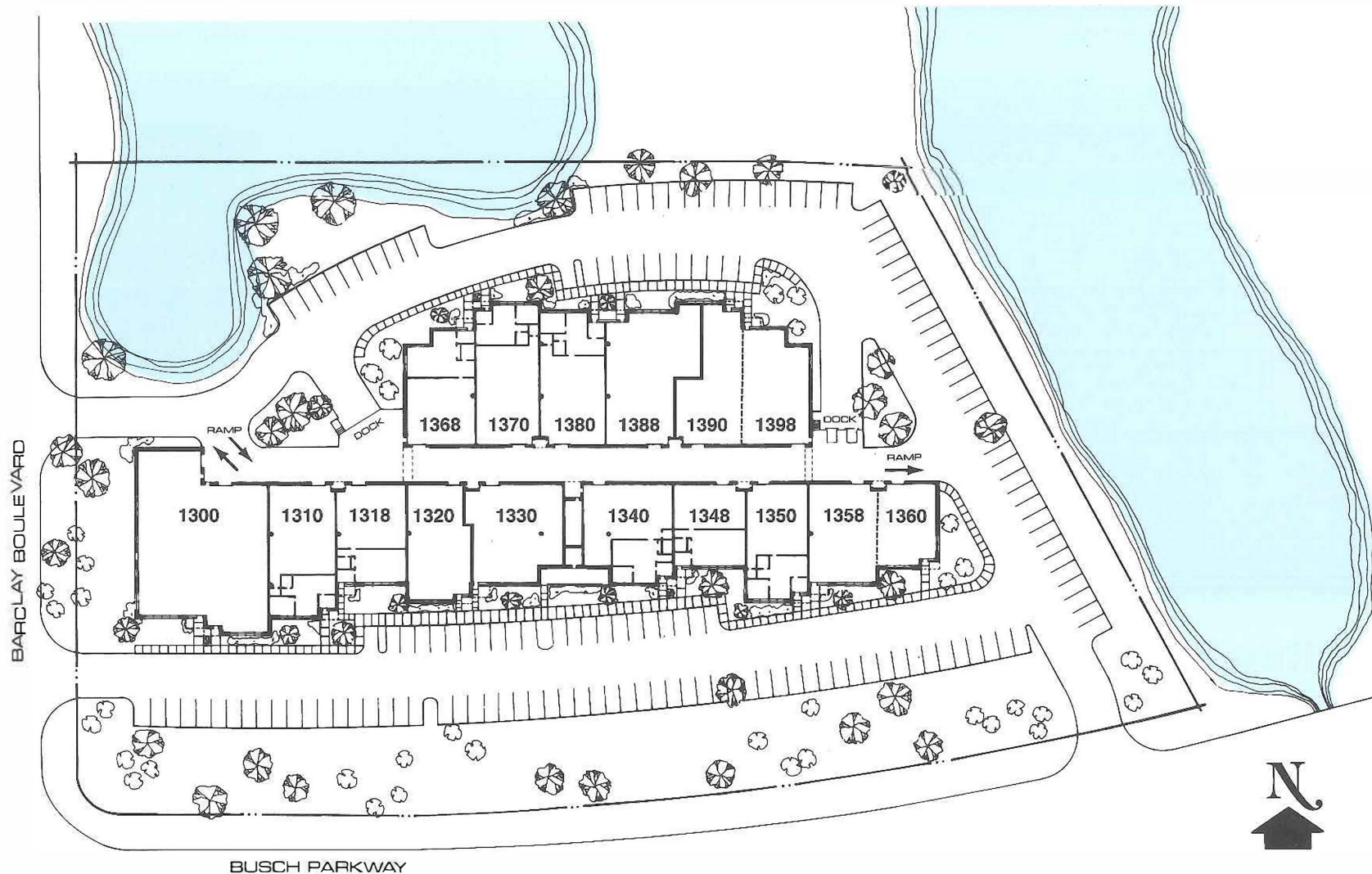


VAN VLISSINGEN AND CO.

Corporate real estate since 1879.

One Overlook Point
Lincolnshire Corporate Center
Lincolnshire, Illinois 60069

Address Correction Requested



UNIT	SIZE
1300	4,309
1302	3,649
1310	3,338
1318	2,660
1320	2,668
1330	3,639
1340	3,181
1348	2,239
1350	2,830
1358	2,566
1360	1,946
1368	2,937
1370	3,408
1380	3,337
1388	4,292
1390	2,556
1398	2,937

1300-1398 Busch Parkway
Buffalo Grove, Illinois

Suite	Tenant	Allocate Stalls Per Lease	Hours of Parking Demand
1300	Candence Physical Therapy Co.	10 Unreserved	Mon - Sat. 8:00AM- 7:00PM
1302	Mars Energy Group Inc.	6 Unreserved	Mon-Fri 7:00AM-6:00PM
1310	Vacant	Vacant	Vacant
1318-1320	SST Form	8 Unreserved	Mon-Fri 6:00AM-6:00PM
1330	Abagy Robotics Systems Inc	7 Unreserved	Mon-Fri 8:00AM-5:00AM
1340	Crown Trophy	6 Unreserved	Mon-Fri 9:00AM-5:30PM
1348-1350	MIR Tactical	11 Unreserved	Mon-Fri 12:00PM-8:00PM
1358	Creativeana LLC	6 Unreserved	Mon-Sun 9:00AM-7PM
1360	Loft 312 Inc Greenline Pet Supply	4 Unreserved	Mon-Fri 9:00AM-5:30PM
1368	Barrel Maker Clothing Co.	5 Unreserved	Mon-Fri 8:00AM-5:00PM
1370	Optum Infusion Services 501	7 Unreserved	Mon-Fri 9:00AM-5:00PM
1380	Proposed Tenant	8 Unreserved	Mon-Sun 9:00AM-9:00PM
1388	Movement & Sound Dance	11 Unreserved	Mon-Fri 9:30 AM-9:30 PM Sat 8:30AM-1:00 PM
1390	Internation Mental School	6 Unreserved	Mon-Sun 2:00PM-9:00PM
1398	Next Generation Heating And Cooling Inc	6 Unreserved	Mon-Fri 5:00AM-4:00PM
Total Used Stalls		101 Used Stalls	
Currently Vacant Stalls		49 Currently Unused Stalls	
Proposed Available Stalls		50 Stalls	

VILLAGE OF BUFFALO GROVE

Community Development Department

50 Raupp Boulevard, Buffalo Grove, IL 60089

Phone: 847-459-2530 | www.vbg.org



Special Use Standards

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

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

Response:

The proposed special use will provide a convenient local facility for golf instructions and practice, promoting recreation and physical wellness. It will not be detrimental to the public health, safety, morals, or safety measures and parking for minimal noise and traffic.

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:

We have 3 hitting bays and a practice putting area. The size is appropriate for golf instruction with limited intensity, with scheduled lessons and mainly membership patronage. We will have minimal noise or traffic. There is convenient access to nearby streets.

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

Response:

The facility will not be injurious to neighboring properties as it operates indoors, minimizing noise and activity that could disturb the surrounding uses. The limited

intensity ensures that it will not interfere with the enjoyment of nearby properties or negatively impact property value.

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:

There will not be blocking or interfering with neighbors. There are no changes to external structures and compatible with the zoning district. We support maintaining harmony with surrounding buildings and land.

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

Response:

The site has adequate utilities and safe access roads. We have two bathrooms, 2 water fountains, and a sink separate from bathrooms. Proper drainage and necessary infrastructure.

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

Response:

The location being a commercial industrial area, it provides easy access to main roads. The parking lot has plenty of spaces.

**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, AUGUST 6, 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 Davis, PZC Commissioner Saxena, PZC Commissioner Schwartz.

Also present were: Trustee Liaison Les Ottenheimer, Attorney Nick Standiford, Deputy Director Kelly Purvis, Associate Planner Andrew Binder, and Consulting Engineer Amy McKenna.

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

A. Consideration of a Fence Code Variation to install a 5-foot privacy fence that does not match the permitted style and encroaches beyond the minimum required setback for a corner side yard fence along Weiland Road, at 164 Newtown Drive

Associate Planner, Andrew Binder provided an overview of the request indicating staff's support for the fence variation.

Jason Lee, the homeowner and petitioner was sworn in.

Lee explained that their child has Autism and elopes. He stated that having an enclosed fence will make him safer. He also noted that the top of the fence would be more open with the lattice style.

Com. Worlikar asked about the fence and whether it would touch the sound wall, but not be attached.

Lee confirmed.

Com. Davis asked about whether gates would be installed on the fence.

Lee noted that there will be a gate where the path from the driveway meets the fence.

Chairperson Weinstein asked if the sound wall was constructed at the property line.

Lee confirmed.

The staff report was entered into the record as Exhibit 1.

Chairperson Weinstein asked for a motion.

Com. Davis made a motion to grant variations to the Buffalo Grove Fence Code Section 15.20, to install a 5-foot privacy fence that does not match the permitted

style and encroaches beyond the minimum required setback for a corner side yard fence along Weiland Road, at 164 Newtown Drive, provided the fence shall be installed in accordance with the documents and plans submitted as part of this petition.

The motion was seconded by Com. Moodhe.

Com. Moodhe noted that the request is in keeping with the neighborhood. He noted that the gap creates maintenance issues.

Com. Worlikar agreed with Com. Moodhe and indicated his support for the request. He noted it is in keeping with the neighborhood.

Com. Davis agreed that a gap between the fence and the wall would create an issue. He also noted what a busy road Weiland can be. He noted he is in support of the request.

Chairperson Weinstein indicated his support for the request noting that the sound wall creates a unique situation on the property.

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

AYES: 6 Mitchell Weinstein, Adam Moodhe, Neil Worlikar, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 3 Amy Au, Marc Spunt, Chad Gregory

Motion declared Passed.

B. Consideration of a Special Use for a non-academic school, classes, and instruction in the Industrial District at 1380 Busch Parkway.

Associate Planner, Andrew Binder provided an overview of the request indicating staff's support for the special use.

Grace Kil from the Birdie Project Golf Academy was sworn in.

Kil noted that they will only have 7 people in the space at a time. She noted WJ was more of an entertainment use and used more parking.

Com. Worlikar asked about special uses next to each other, and if there is a limit to the number when they are next to each other.

Standiford stated that the Village's code does not address having Special Uses in proximity to one another and that would have to be done through an amendment to the Village Code.

Com. Moodhe asked if the Village Board could make these uses permitted to make

it easier for the petitioner. He recommended that certain uses might be appropriate in the office type buildings.

Chairperson Weinstein asked for the floor plan to be pulled up and asked about a specific feature being offered in the facility.

Kil provided an overview of the putting instruction area and the overall floor plan.

Com. Schwartz asked about the distance from the hitting bays and any safety features in these tight spaces.

Kil indicated that there is a platform where people should hit from. She noted that the platform is for one person at a time, and other people remain behind.

The staff report was entered into the record as Exhibit 1.

Chairperson Weinstein closed the public hearing and asked for a motion.

Com. Davis made a motion to recommend the Special Use for a non-academic school, classes, and instruction in the Industrial District at 1380 Busch Parkway, 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 Birdie Project Golf Academy, LLC to operate a non-academic school, classes at 1380 Busch Parkway, which shall not run with the land.
3. The Special Use granted to the Birdie Project Golf Academy, LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.

The motion was seconded by Com. Worlikar.

Com. Moodhe noted that he doesn't think WJ had any parking issues and stated that there is plenty of parking available at this location. His one thought is to take a look at the uses and to allow them with less oversight from the Village.

Chairperson Weinstein noted that this would have less parking impact and noted his support for the request.

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

AYES: 6 Mitchell Weinstein, Adam Moodhe, Neil Worlikar, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 3 Amy Au, Marc Spunt, Chad Gregory

Motion declared Passed.

C. **Consideration of an amendment to the Preliminary Plan, approved by Ordinance No. 1984-055, and zoning and sign variances to allow an addition to the existing Car Wash, updated signage, as well as a new trash enclosure and propane storage area at 540 McHenry Road.**

Associate Planner, Andrew Binder provided an overview of the request indicating staff's support for the preliminary plan, zoning and sign variations.

Christian Kolichefski representing the property owner, Graham Enterprise Inc., was sworn in.

Kolichefski noted that there are three businesses on the triangular site, creating a unique circumstance resulting in the need for the sign variations. He noted that the 7 signs have been in place historically.

Kolichefski stated that the signage is well within the permitted sign area, and stated that they want to put signage in the right locations on the site.

He walked through the zoning variation requests for the larger propane storage area, which is being relocated. He further noted that the trash enclosure is slightly closer than the mid-point of the principal building. He walked through the reasons for the placement of the accessory structure.

Kolichefski further spoke about the operations of the carwash indicating that it is a slower carwash that will process 1 car every 6 minutes.

Kolichefski provided an overview of the materials being used on the trash enclosure and the landscape screening being used.

Com. Saxena asked about the length of the propane storage and if there is precedent for that.

Binder indicated that there is precedent, and noted that these are typically regulated by State requirements.

Com. Worlikar asked about the current size of the propane storage and asked if there is a requirement for it to be up against a building.

Binder noted that there are not requirements that it abut a building but must be 5 feet from a drive aisle. He further noted that bollards will be installed in front of the cages.

Com. Davis asked if staff knew why the requirement is 7 feet.

Binder noted that the size of one cage is typically 7 feet, but didn't know why it was limited to one.

Com. Davis asked if the Fire Department would review.

Binder confirmed they have, and had no issues with the proposal.

Com. Moodhe asked if the vacuums would remain.

Kolichefski noted they would be removed.

Com. Moodhe asked about the location of the propane tanks in proximity to the exit of the carwash.

Kolichefski indicated that with the pace of the wash, they are not concerned.

Com. Moodhe asked about the removal of the permeable area.

Kolichefski indicated that they will be making stormwater improvements to the site.

Com. Moodhe asked if there is a chance of leaching of the garbage into the detention area.

Kolichefski indicated that there is a foundation and a masonry structure around the trash container.

Com. Moodhe asked about engineering's concerns.

McKenna noted that the refuse enclosure encroaches into the detention area. She stated that staff wants to ensure that the detention be replaced on site.

Com. Moodhe asked about fuel leakage and if that is a concern.

McKenna indicated that it would not be any more concerning than what exists today.

Com. Moodhe asked if there were any neighbor inquiries.

Binder indicated that there were no complaints, just a couple of inquiries.

Chairperson Weinstein asked for clarification on the sign variation request, noting there are 7 signs currently on site that didn't get variations in the past.

Binder confirmed.

Chairperson Weinstein asked about the square footage permitted.

Kolichefski indicated that it is significantly less than is permitted.

Com. Schwartz asked about the location of the propane tanks and if there is a walkway striped.

Kolichefski noted there is not.

Com. Schwartz noted that the location doesn't seem logical.

Kolichefski noted that the reason it is being moved is to allow the installation of the windows.

Com. Worlikar asked if they have other similar carwashes that are set up like this and has that been a problem.

Kolichefski noted that there was a location that currently does and it has not been an issue. He further noted that the new placement is likely to be safer than where it is located today.

Com. Moodhe asked about the fenced-in area and if it is used for storage.

Kolichefski noted that with fewer deliveries, they have been storing plastic containers in the fenced-in area. He noted these would be stored within the new refuse area going forward.

Com. Moodhe asked if noise would be impacted.

Kolichefski noted that it will actually be quieter than what is there today.

Chairperson Weinstein asked if the building division has reviewed the proposed location of the propane tanks.

Binder indicated that they have.

Chairperson Weinstein indicated that he does not see this as a safety issue.

Kolichefski reiterated that this carwash is not a conveyor-style carwash. He noted that people typically want to use every second and do not hurry through the wash.

Com. Saxena asked about the windows on the overhead doors.

Kolichefski indicated that they are frosted.

The staff report was entered into the record as Exhibit 1.

Chairperson Weinstein closed the public hearing and asked for a motion.

Com. Davis made a motion to recommend an amendment to the Preliminary Plan

approved by Ordinance No. 1984-055 along with zoning and sign variations, to allow the construction of an approximately 444 sq ft addition to the existing Car Wash, updated signage, as well as a new trash enclosure and propane storage area at the gas station site at 540 McHenry Road, 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.
3. Any directional or incidental signage added to the sign package shall be reviewed administratively by staff.
4. The landscaping on the site shall be maintained in compliance with the approved landscape plan in perpetuity.

Seconded by Com. Worlikar.

Com. Worlikar noted that he is happy they are renovating the site. He sees the need for the addition to the carwash. He noted he could see an issue with the placement of the propane. He noted that, in general, he is in favor of the improvements.

Com. Moodhe noted that his original concern was about the garbage taking up more pervious area and detention. He noted that, standing on the site, he thought the location of the propane could be problematic.

Com. Schwartz asked if, since they are asking for several types of relief, the requests could be broken up into three votes.

Com. Moodhe stated that he would be more in favor of staff working with the developer to establish a safety/no parking zone in front of the propane storage area.

Com. Saxena stated that the remedy should be proportionate to the problem. He noted that it is not an irreparable situation, and as long as the petitioner is willing to work with staff on a reasonable solution.

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

AYES: 6 Mitchell Weinstein, Adam Moodhe, Neil Worlikar, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 3 Amy Au, Marc Spunt, Chad Gregory

Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

B. Approval of Draft Minutes from the July 16, 2025 Planning and Zoning Commission meeting.

Chairperson Weinstein asked for a motion to approve the draft minutes from the July 16, 2025 Planning and Zoning Commission meeting.

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

AYES: 5 Mitchell Weinstein, Adam Moodhe, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSTAIN: 1 Neil Worklikar

ABSENT: 3 Amy Au, Marc Spunt, Chad Gregory

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 August 20th meeting will be canceled and indicated that it is uncertain if we will have a meeting September 3rd, noting that there are a few applications that could come in by next week for that agenda.

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.

Dr. Randy McCool spoke regarding the proposed Kenley subdivision. He noted that they are proposing a connection to Margate Drive. He spoke about the spacing between the homes, traffic impact, schools and additional children. He also noted that there are environmental concerns.

Chairperson Weinstein noted that once the Village receives a complete submittal that meets the Staff's requirements for the Kenley subdivision development, it will be properly notified for the public hearing. He advised watching for notices or public hearing signage on the property.

ADJOURNMENT

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

AYES: 6 Mitchell Weinstein, Adam Moodhe, Neil Worlikar, Jason Davis, Sujat Saxena, Don Schwartz

NAYS: 0 None

ABSENT: 3 Amy Au, Marc Spunt, Chad Gregory

Motion declared .

The meeting was adjourned at 8:57.

DRAFT



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: August 18, 2025

AGENDA ITEM 8.e. O-2025-93

Ordinance Approving an Amendment to the PUD to allow a Special Use, parking variation, and updates to the signage criteria at Strathmore Square Shopping Center located at 1202 -1300 Dundee Road.

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 to allow a Special Use, parking variation, and updates to the signage criteria at Strathmore Square Shopping Center located at 1202 -1300 Dundee Road.

Summary

See attached memorandum.

Strategic Alignment

Guiding Principle

Principle 7: Builds Our Community

Goal

Goal 2: Enhanced, beautiful, safe and sustainable neighborhoods

Goal 3: Strengthened Buffalo Grove community identity and pride

File Attachments

1. Memo - Strathmore Square - 1202 - 1300 Dundee Rd
2. DRAFT Ordinance - Strathmore Square - 1202 - 1300 Dundee Rd
3. DRAFT Ordinance - Exhibit B. Plan Set
4. DRAFT Ordinance - Exhibit C. PZC Minutes - July 16, 2025

DATE: August 18, 2025

TO: Village Manager Dane Bragg

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

SUBJECT: 1202 - 1300 Dundee Road - Amendment to the Planned Development, for Special Use, Parking Variation, and Sign Criteria Update - Strathmore Square

RECOMMENDATION

Staff recommends that the Village Board approve an Ordinance granting an amendment to the Planned Development Ordinance 1982-021 to allow a Special Use for a restaurant with dancing, entertainment, and amusement uses, along with a parking variation and updates to the signage criteria for the Strathmore Square Shopping Center located at 1202 -1300 Dundee Road, subject to the conditions in the attached Ordinance.

PROJECT BACKGROUND

Manny Rafidia of R Plaza, LLC, recently purchased the Strathmore Square Shopping Center at 1202–1300 Dundee Road, and is seeking approval for an amendment to the 1982-021 Planned Development Ordinance for a Special Use, a parking variation, and updates to signage criteria. The Special Use is for a new restaurant and tavern with dancing, entertainment, and amusement uses. The amusement uses allowed will be pool tables, darts, cornhole games, stand-up comedians, live music bands, bingo, trivia nights and DJ's.

PLANNING & ZONING ANALYSIS

Proposed Use and Zoning

The petitioner is proposing a 14,310 restaurant and sports bar with the amusement uses specified above in one of the tenant spaces, specifically located at 1236 Dundee. The proposed restaurant and tavern is a permitted use in the B-3 Zoning District. However,



Figure 1: Subject Property

Strathmore Square Shopping Center
1202-1300 W. Dundee Rd., Buffalo Grove, IL 60089



Figure 2: Strathmore Square Site Plan

amusement uses, as outlined above, are classified as a Special Use in this district. The proposed operating hours are Sunday to Thursday, 11:00 AM to 11:00 PM, and Friday to Saturday, 11:00 AM to 1:00 AM. The staff will consist of 17 employees, with 5 to 7 working full-time and 10 part-time.

Vehicular Access & Parking

Strathmore Square was developed in 1968, prior to the Village's current parking regulations. Therefore the existing parking lot, which has 373 stalls (38 fewer than the required 411) is considered legal nonconforming. As a result, the petitioner is seeking a variation for the parking requirement. Based on petitioner data and information, the existing tenants and the proposed restaurant and tavern will have complementary peak hours and demand for the parking spaces

Building Elevations & Signage

The petitioner has indicated that they will be making building modifications, which include dividing the west end units, painting, and other improvements to enhance the center's appearance. The petitioner is also updating the sign standards for Strathmore Square Shopping Center, that features tenant signage on a raceway.



Figure 3: Proposed Elevations

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 Planned Development Ordinance 1982-021 to allow a Special Use for a restaurant with dancing, entertainment, and amusement uses, along with a parking variation and updates to the signage criteria for the Strathmore Square Shopping Center located at 1202 -1300 Dundee Road, subject to certain conditions.

These conditions have been slightly modified since Public Hearing for clarity and specificity in terms of the special use request as well as parking. The petitioner is aware and agrees to these modifications. The revised conditions are presented below.

1. The Special Use is granted to R Plaza, LLC to operate a restaurant with dancing, entertainment, and amusement uses at 1236 Dundee Road and shall be operated in substantial compliance with the business description and plans provided as part of this petition, as shown in Exhibit B. The amusement uses allowed are pool tables, darts, cornhole games, stand-up comedians, live music bands, bingo, trivia nights and DJ's.
2. The Special Use is granted to R Plaza, LLC at 1236 Dundee Road and shall not run with the land.

3. The Special Use granted to R Plaza, LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.
4. Event size should not exceed the limitations of the available parking for the site.
5. Parking variation is granted to allow for 373 parking stalls instead of the required 411 parking stalls.



ORDINANCE 2025-xxx

AN ORDINANCE APPROVING AN AMENDMENT TO THE PLANNED UNIT DEVELOPMENT ORDINANCE NO. 82-21, TO ALLOW A SPECIAL USE, ZONING VARIATION AND AMENDMENT TO SIGNAGE CRITERIA FOR STRATHMORE SQUARE SHOPPING CENTER AT 1202 - 1300 DUNDEE ROAD

R PLAZA, LLC
1202 - 1300 Dundee Road

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

WHEREAS 1202 – 1300 Dundee Road, Buffalo Grove, IL (“Property”) is a 6.9-acre site in the B-3 Business District which is currently improved with an existing shopping center and surface parking lot and is hereinafter legally described in Exhibit A; and,

WHEREAS, R Plaza, LLC, (“Petitioner”) has filed a petition, to amend the Planned Development Ordinance 1982-021 to allow a Special Use for a restaurant with dancing, entertainment, and amusement uses, along with a parking variation and updates to the signage criteria for the Strathmore Square Shopping Center located at 1202 -1300 Dundee Road; and

WHEREAS the Planning & Zoning Commission held a public hearing on July 16, 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 8-0 to recommend approval of the requested amendment to the Planned Development Ordinance 1982-021 to allow a Special Use for a restaurant with dancing, entertainment, and amusement uses, along with a parking variation and updates to the signage criteria; and

WHEREAS the Corporate Authorities of the Village of Buffalo Grove hereby determine and find that the requested amendment to the Planned Unit Development, the Special Use, Zoning Variation, and signage criteria updates are reasonable and will serve the best interests of the Village; and

WHEREAS, the proposed business shall operate in accordance with and pursuant to the following exhibits:

- | | |
|-----------|---|
| EXHIBIT A | Legal Description of the Property |
| EXHIBIT B | Plan Set |
| EXHIBIT C | Minutes from July 16, 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 Development Ordinance 1982-021 to allow a Special Use for a restaurant with dancing, entertainment, and amusement uses, along with a parking variation and updates to the signage criteria for the Strathmore Square Shopping Center located at 1202 -1300 Dundee Road, subject to the following conditions:

1. The Special Use is granted to R Plaza, LLC to operate a restaurant with dancing, entertainment, and amusement uses at 1236 Dundee Road and shall be operated in substantial compliance with the business description and plans provided as part of this petition, as shown in Exhibit B. The amusement uses allowed are pool tables, darts, cornhole games, stand-up comedians, live music bands, bingo, trivia nights and DJ's.
2. The Special Use is granted to R Plaza, LLC at 1236 Dundee Road and shall not run with the land.
3. The Special Use granted to R Plaza, LLC is assignable to subsequent petitioners seeking assignment of this special use as follows:
 - a. Upon application of a petitioner seeking assignment of this Special Use, the Corporate Authorities, in their sole discretion, may refer said application of assignment to the appropriate commission(s) for a public hearing or may hold a public hearing at the Village Board.
 - b. Such assignment shall be valid only upon the adoption of a proper, valid and binding ordinance by the Corporate Authorities granting said assignment, which may be granted or denied for any reason.
4. Event size should not exceed the limitations of the available parking for the site.
5. Parking variation is granted to allow for 373 parking stalls instead of the required 411 parking stalls.

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

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

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

ATTEST:

APPROVED:

Janet M. Sirabian, Village Clerk

Eric N. Smith, Village President

DRAFT

EXHIBIT A

Legal Description

**R PLAZA, LLC
1202 - 1300 Dundee Road**

SUBJECT PROPERTY COMMON ADDRESS: 1202 – 1300 Dundee Road, Buffalo Grove, IL 60089

PARCEL INDEX NUMBERS: 03-06-400-025-0000, 03-06-400-033-000

LEGAL DESCRIPTION:

The East 22 acres of the South 60 acres of the South Half of the Southeast Quarter of Section 6, Township 42 North, Range 11, East of the Third Principal Meridian, except the North 470.00 feet as measured on the East and West lines thereof, except the West 200.00 feet as measured on the South line thereof of that part lying South on the North 470.00 feet as aforesaid and except the East 80.00 feet of the West 280.00 feet of the South 225.00 feet as measured on the South and West lines thereof and except the South 170.00 feet off the East 233.00 feet as measured on the East and South lines thereof except the South 50.00 feet lying East of the West 280.00 feet and lying West of the East 233.00 feet thereof and except the East 50.00 feet lying South of the North 470.00 feet and lying North of the South 170.00 feet thereof, (except that part taken for widening Arlington Heights Road) in Cook County, Illinois.

EXHIBIT B

Plan Set
R PLAZA, LLC
1202 - 1300 Dundee Road

DRAFT

EXHIBIT C

Draft Minutes from July 16, 2025, Planning & Zoning Commission Meeting

R PLAZA, LLC

1202 - 1300 Dundee Road

DRAFT

R Plaza, LLC
PO Box 338
Itasca, IL 60143
(847) 921-9200
Email: crmaddison@gmail.com
Email: tscrmaddison@gmail.com

June 16, 2025

Village of Buffalo Grove
Mr. Andrew Binder
50 Raupp Blvd.
Buffalo Grove, IL 60089
Email: ABinder@vbg.org

Re: 1236 W. Dundee Rd.
Amendment to Existing PUD
Special Use – Amusement

Dear Andrew:

Enclosed please find the required documents required for the Amendment to the Existing PUD for the above referenced locations.

- Narrative Statement/Use Description
- Petition for Concept & Preliminary Plan Review
- Proof of Ownership (Recorded Warranty Deed)
- Recovery of Village Costs Form
- Responses to Standards
- Plat of Survey with Legal Description
- Parking Analysis
- Floor Plan

The Certificate of Mailing Form and Mailing Labels for properties within 350 feet of Site will be provided after completion of mailing.

Sincerely,

R Plaza, LLC



Manny Rafidia
Managing Member

**Proposed Location at 1236 W. Dundee Rd.
R Plaza, LLC d/b/a (To Be Determined)**

Narrative Statement/Use Description

The proposed space consists of 14,310 square feet for a restaurant and sports bar serving a full menu including pizza, pasta's, chicken and rib plates, a variety of salads, wraps and sandwiches and a large selection of appetizers. We will offer carryout and delivery in addition to our dining facility. In addition, we will create an express carryout window to serve slices of pizza and a variety of fast food items to the high school students during lunch hours

We will offer a variety of entertainment for the community that will include, watching sporting events, video gaming, pool tables, darts, cornhole games and having live entertainment performances, such as stand up comedians, live music bands, bingo, trivia nights and DJ's.

The hours of operation will be from Sunday-Thursday 11:00 a.m. to 11:00 p.m. and Friday-Saturday 11:00 a.m. to 1:00 a.m. We anticipate having 5-7 full time employees with 10 part-time employees. We anticipate gross sales of 3-4 million dollars annually.

We currently own and operate similar businesses, one being Midway Sports Bar located at 399 Bartlett Plz, Bartlett, IL consisting of approx. 16,000 square feet that offers 10 lanes of bowling, 10 pool tables, 5 dart machines, video gaming, a variety of arcades, which offers live entertainment, trivia, bingo and stand-up comedy events. Another business known as Hot Pockets Sports Bar located at 365 W. Northwest Hwy., Palatine consisting of approx. 6,400 square feet, which opened in August of 2022 with a similar operations of to the proposed location at 1236 W. Dundee Rd.

Our family business is in both real estate and restaurant/sports bar operators. Over the past 40 years, we have created employment for thousands of people and improved the communities we work with as to benefit the neighborhoods and the municipalities. We have owned and developed many shopping centers and businesses within centers throughout the Northwestern suburbs of Chicago.

**Proposed Location at 1236 W. Dundee Rd.
R Plaza, LLC d/b/a (To Be Determined)**

Parking Analysis

Tenant listing and hours of operations of the tenants at Strathmore Square Shopping Center.

1202 W. Dundee Rd. – Aldi:

Business hours Monday-Sunday 9:00 am – 8:00 pm

Peak hours Monday-Friday 4:00 pm – 6:00 pm, Saturday-Sunday 11:00 am – 1:00 pm

Average number of cars parked during peak hours 33 spaces

1204 W. Dundee Rd. – Seoul Supermarket

Business hours Monday-Saturday 9:00 am – 8:00 pm, Sunday 9:00 am – 7:00 pm

Peak hours Monday-Friday 3:00 pm – 6:00 pm, Saturday-Sunday 10:00 am – 2:00 pm

Average number of cars parked during peak hours 15 spaces

1206 W. Dundee Rd. – AutoZone

Business hours Monday-Saturday 7:30 am – 9:00 pm, Sunday 8:00 am – 8:00 pm

Peak hours Monday-Friday 4:00 pm – 6:00 pm, Saturday-Sunday 10:00 am – 1:00 pm

Average number of cars parked during peak hours 10 spaces

1208 W. Dundee Rd. – Melody Day Spa

Business hours Monday-Friday 11:00 am – 7:00 pm, Saturday-Sunday 11:00 am – 5:00 pm

Peak hours 2:00 pm – 5:00 pm

Average number of cars parked during peak hours 15 spaces

1212 W. Dundee Rd. – Dollar Tree

Business hours Monday-Saturday 9:00 am – 10:00 pm, Sunday 8:00 am – 9:00 pm

Peak hours Monday-Friday 3:00 pm – 6:00 pm, Saturday-Sunday 11:00 am – 2:00 pm

Average number of cars parked during peak hours 20 spaces

Proposed 1236 W. Dundee Rd. – R Plaza, LLC d/b/a (TBD)

Business hours Sunday-Thursday 11:00 am – 11:00 pm, Friday-Saturday 11:00 am – 1:00 am

The peak hours of the proposed business are on average 6:00 pm – 8:00 pm which does not conflict with the peak hours of operation of the existing businesses. In addition, restaurants with sports bars are common destinations for rideshare users, we anticipate on average approximately 25-50% of patrons will use rideshare services which impacts the number of parking spaces that would be required for the proposed use. Also, many patrons have a designated driver which will reduce the number of parking space requirement.

Average number of cars parked during peak hours 50 spaces

The Strathmore Square Shopping Center has a total of 373 parking spaces.

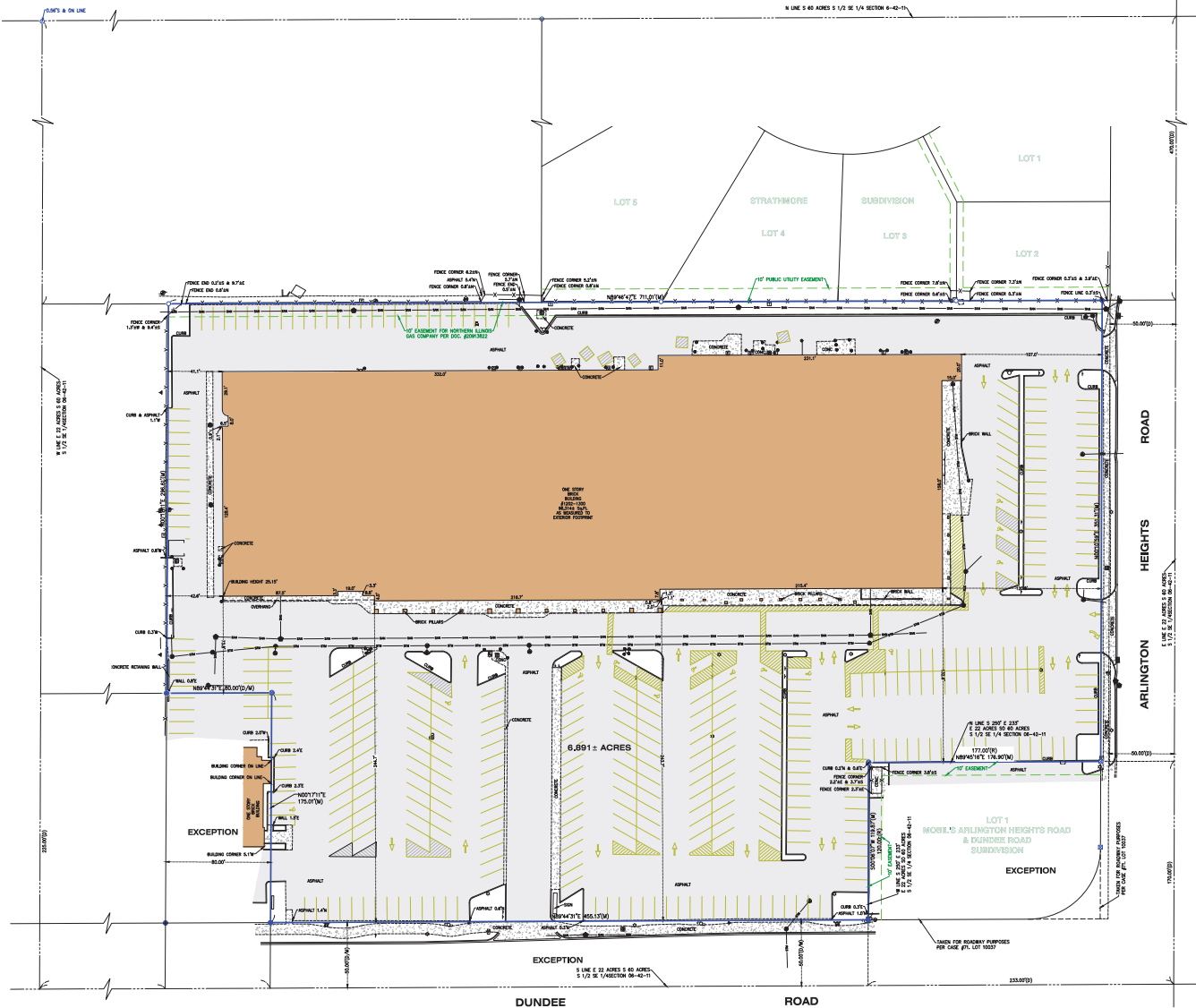
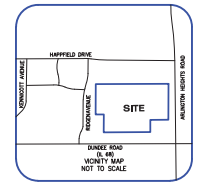
The total number of parking spaces listed during peak hours is 143, leaving the remaining 230 for future vacant tenant spaces.

Strathmore Square Shopping Center
1202-1300 W. Dundee Rd., Buffalo Grove, IL 60089



ALTA/NPS LAND TITLE SURVEY

The East 22 acres of the South 40 acres of the South Half of the Southeast Quarter of Section 6, Township 42 North, Range 11, East of the Third Principal Meridian, except the North 470.00 feet as measured on the East and West lines thereof, except the West 200.00 feet as measured on the South line thereof of that part lying South on the North 470.00 feet as measured and except the East 60.00 feet of the West 200.00 feet of the South 225.00 feet as measured on the South and West lines thereof and except the South 170.00 feet of the East 235.00 feet as measured on the East and South lines thereof except the South 20.00 feet lying East of the West 260.00 feet and lying West of the East 235.00 feet thereof and except the East 50.00 feet lying South of the North 470.00 feet and lying North of the South 170.00 feet thereof, except that part taken for widening Arlington Heights Road in Cook County, Illinois.



SURVEYOR'S NOTES:

- The legal description and utility easements shown herein have been provided by Old Republic National Title Insurance Company, Commitment policy #24188333 dated June 24, 2024. The title information shown herein is exclusively that provided to the Surveyor by the Title Insurer or the client. The Surveyor does not warrant the exact location of the utility easements shown herein, but does state that they are located as accurately as possible from the information provided.
- Based on Flood Insurance Rate Map, Panel No. 1703100063, dated 08/19/2008, the subject property lies within Zone "X", areas determined to be outside the annual 0.2% annual chance floodplain. (Pertains to Table A, Item 3).
- Distances are marked in feet and decimal places thereof, no dimension shall be assumed by scale measurement herein. Distances and/or bearings shown with a "C" in parentheses (C) are record or deed values, not field measured.
- Compare this plot, legal description and all survey monuments before building, and immediately report any discrepancies to the Surveyor.
- The location of the property lines shown on the face of this plot are based on the legal description contained in the title commitment and shown herein. This information has been furnished by the client and compared to record deeds to check for gaps and/or overlaps; however, this survey may not reflect historical matters of title and ownership that have not been disclosed by the title commitment.
- Only the improvements which were visible from above ground at time of survey and through a normal search and walk through of the site are shown on the face of this plot. Lawn sprinkler systems, if any, are not shown on this survey.
- Manholes, inlets and other utility lines or grades shown herein are from field location of such, and only represent such utility improvements which are visible from above ground survey at the time of survey, through a normal search and walk through of the site. The location of these manholes (sanitary, water, etc) are based solely on the stamped markings on the rim. No underground observations have been made to verify the actual use or existence of underground utilities.
- Surface indications of utilities on the surveyed parcel have been shown. Underground and off-site observations have not been made to determine the extent of utility service or existing on the property, public and/or private records have not been searched to provide additional information. Overhead wires and poles (if any) have been shown, however their location and dimensions have not been shown.
- This survey may not reflect all utilities or improvements. If such items are hidden by landscaping, or are covered by such items as dumpsters or trailers or when the site was covered with snow. At the time of survey, the site was not covered by snow.
- This survey makes no statement regarding the actual presence or absence of any service or utility line. Controlled underground exploratory effort together with ALLE markings is recommended to determine the full extent of underground service and utility lines. Contact (U.I.L.C. at 1-800-892-0123).
- Restrictions that may be found in local buildings and/or zoning codes have not been shown. Height and bulk restrictions (if any) have not been shown. Only those setback restrictions shown on the recorded subdivision plot or in the title commitment have been shown.
- The address: 1202-1300 W. Dundee Rd, Buffalo Grove, IL 60089 (Pertains to Table A, Item 2).
- There is a total of 373 striped parking spaces for cars, including 13 of which are marked handpainted and none of which are for motorcycles. (Pertains to Table A, Item 3).
- There was no observable evidence of earth moving work, building construction or building additions at time of survey. (Pertains to Table A, Item 16).

SCHEDULE B, PART B EXCEPTIONS:

- Exception: 1, 2, 5, 6, 7, 8, 9, 10, 21, 22 & 23 are not survey related.
- Exception: 3, 4, 11, 12, 17 & 18 are blanked in nature.
- Exception 10 is plotted herein.
- Exception 13:
Easement for passage and re-passage of motor vehicles and persons, over, upon, through and across roadways, parking area and passageway of the shopping center as a means of access, ingress and egress to and from the land and road and highway maintained for the public by the State of Illinois contiguous to and adjoining the shopping center and to use any automobile parking purposes any area of the shopping center on the land then or hereafter devoted to and used for automobile parking purposes on contained a grant in deeds recorded March 6, 1972 as document 21826784 and 21826785.
- Exception 14:
License and privilege created by grant in deeds recorded March 6, 1972 as document 2186784 and 2186785 to maintain a fee full access easement, a concrete driveway, a brick retaining wall and a portion of the roof of the one story brick building on the land thereby conveyed.
- Exception 15:
Document #25018622 as provided by title does not contain any plottable information, document appears incomplete.

STATE OF ILLINOIS) S.S.
COUNTY OF McHENRY)
Certified to: 1) Old Republic National Title Insurance Company
2) CRG Inc., an Illinois Company

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NPS Land Title Survey, jointly established and adopted by ALTA and NPS, and includes items 1, 2, 3, 4, 7a, 7b, 7c, 8, 9, 11a, 16 & 19 of Table A thereof. The field work was completed on August 12th, 2024.

Dated this 13th day of August, A.D., 2024.

VANDERSTAPPEN LAND SURVEYING, INC.

Design Firm No. 104-002792

ARTHUR P. GRIMMOND, 035-00367

PROFESSIONAL LAND SURVEYOR





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: The proposed location has the minimum areas set forth in Section 17.16.060, B-3 minimum area of 5 acres.

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

Response: The proposed business does not exercise an undue detrimental influence or effect upon the surrounding neighborhood. The proposed business will benefit the Village of Buffalo Grove and the surrounding neighborhoods by offering a first class restaurant that will offer entertainment options for both adults and families.

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

Response: The proposed business is located within a shopping center and will not affect the development possibilities, the use or the design of the property.

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

Response: The proposed business all though the restaurant facility is a permitted use, the proposed business is requesting approval for having entertainment, pool tables, darts, etc. within the business location (amusement establishment), which shall conform to all requirements required to obtain approval for such use.

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

Response: The proposed business is located within a shopping center containing 6.884 +/- acres of land sufficient for the proposed use.

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

SPECIAL USE STANDARDS

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

Response: The community will benefit by the proposed use by the proposed business offering a first class dine-in and carryout of a variety of menu items and offering entertainment options within the community. The proposed business will be operated in a first class manner, as all of the applicants current and prior business establishments are run, conforming the all regulations as to not endanger the public health, safety, morals, comfort or general welfare of the community.

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

Response: The proposed business location contains 6.884 +/- acres of land and will be able to provide adequate street access and parking. The peak hours of the proposed business operation will differ from the existing businesses within the shopping center and will not interfere with parking congestion.

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

Response: The proposed business will be operated and maintained in a first class manner which will not diminish or impair other property valuations within the community.

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 proposed business special use request will not be incompatible with the existing approved uses within the shopping center and the location and size of the establishment does not modify the building and will not affect the development and use of adjacent land or buildings.

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

Response: The infrastructure is in place to support the intended use.

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

Response: The proposed business will not change the existing driveways, entrances and exits to the parking areas and will not cause traffic congestion in the public streets. The peak hours of the proposed business operation will differ from the existing businesses within the shopping center and will not interfere with parking congestion.

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:

With the building being built prior to 1970 and the parking being grandfathered under those conditions, we have had similar situations with a few other municipalities that allowed the reduction of parking requirements for other centers that took into consideration the amount of people that take ridesharing services. One source indicates that in 2024, 34% of people residing in suburban Illinois use ridesharing services that reflects the general trends nationally. Ridesharing services are generally predicted to increase in the coming years. Several market forecasts predict a significant rise in the market size and user base for ridesharing services. This will reduce the number of cars parked in the center.

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

Response:

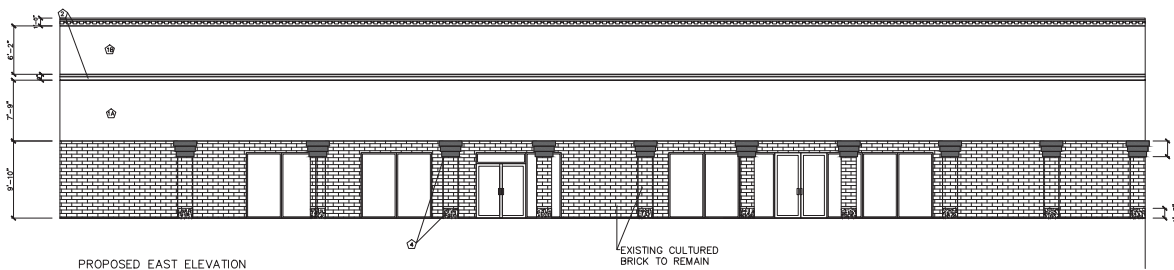
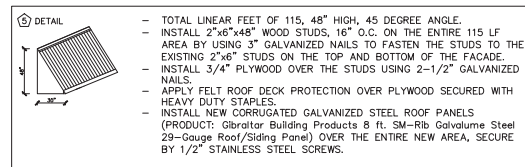
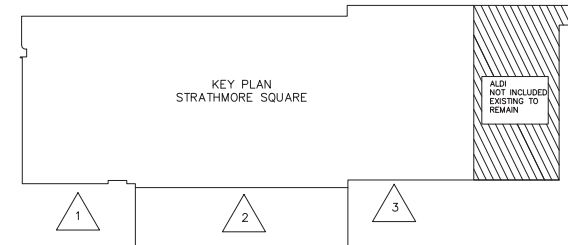
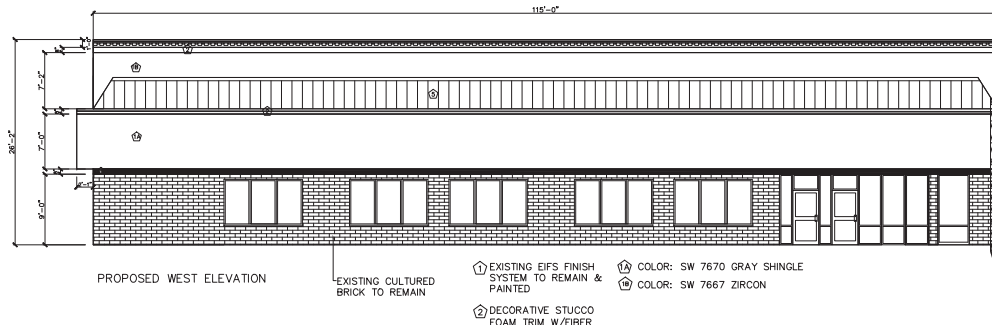
The hardship to the Owner is that this center historically has had a high vacancy and due to the current market conditions and the difficulty finding brick and mortar commercial users, we are requesting this use to occupy space within the center.

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

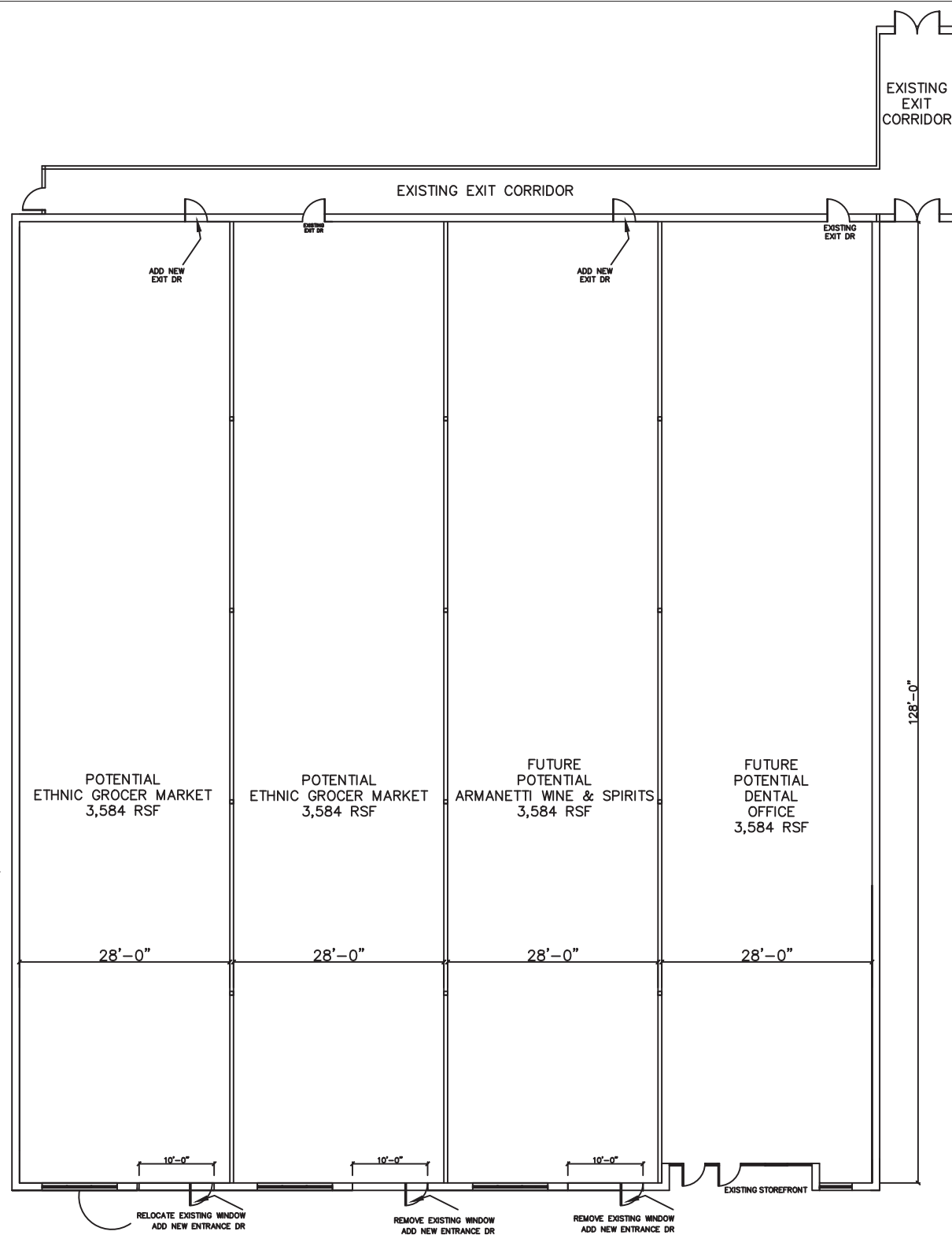
Response:

The establishment will be operated and built in a first class manner that will accommodate and benefit both families and adults within the community and surrounding neighborhoods to enjoy the restaurant food items and entertainment.

STRATHMORE SQUARE SHOPPING CENTER
1202-1300 W. DUNDEE RD. - BUFFALO GROVE
PROPOSED FACADE RENOVATION



1300 W. DUNDEE RD.
DEMISE TO 4 UNITS
4 SPACES @ 3,584 RSF



STRATHMORE SQUARE
(2025)

The exhibit has been established for the purpose of assuring uniform signage to enhance the center's visual impact to the public and for the mutual benefit of all tenants. Conformity will be strictly enforced and installed non-conforming or unapproved signs must be brought into conformance at the sole expense of the tenant.

GENERAL REQUIREMENTS

1. Tenant shall be responsible for the fulfillment of the requirements of these criteria.
2. Tenant shall submit for landlord's approval plans and specifications indicating the signs, including all lettering and/or graphics. Prior to sign fabrication, tenant shall submit to landlord separate drawings and specifications, in quadruplicate, or in sepia reproducible including samples of materials and colors, for all proposed sign work. The drawings shall clearly show the location of all signs on the façade and openings for conduit sleeves and supports and shall indicate all construction and attachment details. Full information regarding electrical load requirements and brightness in foot-lamberts shall also be included. Within a reasonable time after the receipt of such drawings and specifications, landlord shall return three sets to tenant with its approval and/or any suggested modifications thereof, and if tenant shall fail to take exception thereto by written notice to landlord given within ten days from tenant's receipt of the suggested modifications from landlord, tenant shall be deemed to have agreed to and approved all such suggested modifications.
3. All permits and/or approvals by governing authorities for signs and their installation shall be obtained by the tenant or its representative, at tenant's expense. Tenant shall submit at least two copies of sign drawings bearing landlord's prior written approval to governing authorities with permit application.
4. Landlord may elect to provide all signage in tenant's behalf. If so, landlord will employ one sign contractor for the entire development. Said contractor will supply sign drawings for tenant's and landlord's approval. Once approved, a cost proposal will be issued by landlord to tenant. Landlord will then order and coordinate the signage installation.
5. Tenant's primary signs shall be store identity (corporate or official trade name) signs only, shall be placed on the façade directly above the individual storefronts and shall be restricted to an area centered on the façade or as otherwise provided herein or directed by the landlord.

DESIGN REQUIREMENTS

1. All tenant identification signs shall be consistent with the details indicated in the tenant print package (when and to the extent reasonably available) and shall be subject to the prior written approval of the landlord and the Village of Buffalo Grove.
2. Wording of signs shall not include the product nor goods nor services (and the like) sold. The use of decorative sculpture, coat of arms, shields, or other such logos will not be permitted except as hereinafter described.
3. Tenant's primary signs letters shall be three-dimensional, individual fabricated channel, letters, internally illuminated.
4. Tenant's primary sign shall be constructed of aluminum channels and Plexiglas faces. Color of Plexiglas and returns to be approved by landlord.
5. Tenant's primary signage may be all upper case or a combination of upper and lower case letters as follows: (EXCEPTIONS BY MAJOR TENANTS SUBJECT TO LANDLORD REVIEW AND APPROVAL.)
 - a. All upper case: 36" maximum for sign letters
 - b. Upper and lower case letters: First Letter-36" max.; Lower case-16" max.; Ascenders and descenders-9" additional (approx.)
6. Signs shall be centered on storefront where possible, except as otherwise provided herein. Tenant's sign is to be located in proximity to the actual leasehold frontage. Due to building design features, the landlord will position all tenant signs on the facade. The tenant sign will adhere to the landlord's sign policy. The maximum spread of the tenant sign (which is to be located on the building façade by the landlord) will be the width of the tenant leasehold frontage minus 5 feet, unless variance is specifically approved in writing by landlord. Letter content and wording will impact maximum height.
7. Letter style will be the chose of the tenant, but the landlord will review and approve. Any alternate letter style or logo shall be submitted to landlord for approval. Double stack lettering shall be permitted only with landlord's prior written consent.
8. Signage to be submitted and reviewed and approved by Village of Buffalo Grove Appearance Commission if differing from this criteria.
9. At tenant's rear service door, tenant shall provide a sign, approved by the landlord, at tenant's expense and in accordance with local codes. Such sign

shall be Helvetica Medium 2" maximum centered on door at 6' 0" height in tenant's name only. Tenant shall not permit anyone to place or otherwise create any additional signage at, on or around the rear service door. Any violation of this prohibition, corrective measures and/or fines shall be tenant's sole responsibility and expense.

GENERAL SPECIFICATIONS

1. No animated, moving action, flashing or audible signs will be permitted.
2. No face-illuminated, spot lighted, panel face exposed lamps, or visible neon tubing will be permitted.
3. All signs shall bear the U.L. label and their installation shall comply with all governing building and electrical codes, and any criteria set forth in this exhibit.
4. No exposed crossovers or conduits will be permitted.
5. All conductors, transformers, disconnects and other equipment shall be concealed, except as required for disconnect by city (which in that case, is to be painted to match façade).
6. All exposed metal returns, mounting brackets, fastening devices and any trim caps for letters shall match the sign color.
7. Where portions of the fascia consist of brick, landlord will pre-install (at tenant's expense) a metal sign wiring raceway which is architecturally compatible with landlord's brick fascia. Tenant shall reimburse landlord for same as additional rent under the lease within 10 days after landlord's written demand therefor.
8. Electrical service to all signs shall be on tenant's meter.
9. Sign illumination shall be controlled by a seven day time clock located in the rear of the premises. Tenant shall set time clock to coincide with hours determined by landlord.
10. No sign company or fabricator labels will be permitted.
- 11. All façade signage must be mounted on a raceway.**

MISCELLANEOUS SPECIFICATIONS

1. Tenant will be permitted to place upon each entrance of its premises not more than 144 square inches of gold leaf or decal application lettering not to exceed 2" in height, indicating store address number, hours of business, emergency telephone numbers, etc. as approved by landlord.
2. Floor signs, etc., visible from outside the tenant's space, but within the tenant's lean line in its storefront, are prohibited unless approved in writing by landlord.
3. Except as provided herein, no advertising placards, banners, pennants, names, insignias, trademarks or other descriptive materials shall be affixed or maintained upon the glass panes and supports of the show windows and doors, or upon the exterior walls of the building or storefront.
4. All signage its installation and removal and restoration of the sign fascia will be by tenant at tenant's expense.

Strathmore Square Sign Criteria
ME2024, LLC

Narrative Statement

Property Owner, ME2024, LLC, is requesting to add the following in the Design Criteria, Item 3.

All façade signage must be mounted on a raceway.

An architectural elevation drawing of a building facade. At the top is a dark, corrugated metal roof. Below the roof is a wide, light gray horizontal band. The word "Signage" is written in a black, cursive font on this band, appearing four times. Below the signage band is a brick wall. The wall features several windows and doors: from left to right, there is a three-pane window, a single door, another three-pane window, a single door, a three-pane window, a single door, and a larger set of double doors with multiple panes. The ground in front of the building is a dark gray textured surface.

Signage

Signage

Signage

Signage

Proposed West Elevation



Proposed Center Elevation



Proposed East Elevation

**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 16, 2025**

CALL TO ORDER

PUBLIC HEARINGS/ITEMS FOR CONSIDERATION

- A. **Consideration of a Fence Code variation, Section 15.20, to replace the existing fence with a 6-foot privacy fence exceeding the height limit in the rear yard along Fremont Way, and a 5-foot privacy fence in the corner side yard along Providence Lane at 957 Bedford Ct.**

Associate Planner Binder provided an overview of the request, indicating staff's support for the variation.

Jitan Arora, the property owner was sworn in.

Arora noted that he is looking to replace his fence at the same height and location. He noted that it costs alot to maintain the deteriorating fence. He further added that updating the fence will not change the aesthetic of the neighborhood.

Com. Moodhe asked how far the fence is from the sidewalk.

Binder noted that the fence is 12 inches from the sidewalk.

Com. Moodhe noted that he likes that they worked around the tree, and establish a clear line of site.

Arora stated that they will be replacing it in the exact same location around the tree.

The staff report was entered into the record as Exhibit 1.

Arora thanked the Commission for their time and consideration.

Chairperson Weinstein asked Commissioner Davis for a motion.

Com. Davis made a motion to grant variations to the Buffalo Grove Fence Section 15.20, to remove and replace an existing fence with a 6-foot privacy fence in the rear yard along Fremont Way and for a 5-foot privacy fence located in the corner side yard along Providence Lane, at 957 Bedford Ct, provided the fence shall be installed in accordance with the documents and plans submitted as part of this petition.

The motion was seconded by Com. Moodhe.

Chairperson Weinstein stated that this is consistent with other similar variations that have been granted and makes perfect sense.

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

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

NAYS: 0 None

ABSENT: 1 Neil Worlikar

Motion declared Passed.

B. Consideration of a variation to Village Zoning Ordinance, Section 17.40 pertaining to the Residential Districts, for the purpose of constructing a three-season room that would encroach into the rear yard setback at 421 Arbor Gate Lane

Associate Planner Binder provided an overview of the request, indicating staff's support for the variation.

Mary Ann Gorge, the property owner was sworn in.

Gorge noted that she is looking for the variation to live more comfortably in her home. She stated that this would allow her family to have additional space during the warmer months.

Com. Moodhe asked the petitioner about the distance between the shed and the three seasons room.

Gorge noted that it would be 8 feet between them.

Com. Moodhe asked if the shed is considered an accessory structure.

Binder confirmed.

Com. Moodhe asked if the three season room would have HVAC, and what kind of windows would be installed.

Gorge confirmed that there would be HVAC and casement windows.

Com. Moodhe asked Associate Planner Binder to pull up the Plat of Survey. He asked about the space between the shed and the addition, noting it looks very narrow.

Binder noted that the plan is not to scale.

Com. Schwartz asked about getting construction equipment in the backyard with a fence.

Gorge indicated that she didn't think it would be an issue.

Com. Gregory noted that there is a large tree in the backyard, and asked if the architect had any concerns about it being disturbed.

Gorge noted that the tree is right up next to the fence, and while the branches extend pretty far, she doesn't foresee a problem with the roots.

Com. Gregory asked about water drainage on the property.

Gorge provided an overview.

Chairperson Weinstein asked for the Plat of Survey to be pulled up again and asked the petitioner about the addition and the hot tub and whether they would generally line up.

Kent Luzak was sworn in and indicated that they would generally line up.

Chairperson Weinstein asked for confirmation that they don't intend to build the sun room any further than the patio.

Luzak and Gorge confirmed.

Com. Spunt asked how the shed door opens and if the petitioner has any concerns about accessing anything in the shed.

Gorge indicated that it would open toward the addition, but did not have concerns about having access to items inside it.

The staff report was entered into the record as Exhibit 1.

Chairperson Weinstein asked Com. Davis for a motion.

Com. Davis made a motion to grant a variation to Section 17.40.020 of the Buffalo Grove Zoning Ordinance to allow the proposed three-season room addition to encroach into the rear yard setback at 421 Arbor Gate Lane, subject to the following conditions:

1. The proposed addition shall be installed in accordance with the documents and plans submitted as part of this petition.

Com. Spunt seconded the motion.

Com. Spunt commented that he just recently constructed a similar three seasons room and noted that he is in favor of the motion.

Chairperson Weinstein indicated that this variation is consistent with other similar variations for additions of similar sizes and noted that he is also in favor of the motion.

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

AYES:	8	Mitchell Weinstein, Amy Au, Adam Moodhe, Marc Spunt, Jason Davis, Sujat Saxena, Don Schwartz, Chad Gregory
NAYS:	0	None

ABSENT: 1 Neil Worlikar
Motion declared Passed.

C. **Consideration of an amendment to the Planned Development Ordinance 1982-021 to allow a Special Use for a restaurant with dancing, entertainment, and amusement uses, along with a parking variation and updates to the signage criteria for the Strathmore Square Shopping Center located at 1202 -1300 Dundee Road**

Associate Planner Binder provided an overview of the request, indicating staff's support for the PUD amendment and parking variation.

Manny Rafidia, owner of the shopping center and the proposed business was sworn in.

Rafidia noted that he and his family have been doing these kinds of projects for 30 years. He noted that they improve the site first including the parking lot, building facade, etc.. and then invest their own money in businesses that occupy some of the tenant spaces.

He listed several areas where he has made similar improvements to shopping centers. He noted that they are proposing to open a family restaurant with entertainment.

Rafidia indicated that he works closely with Villages and abides by the code.

Com. Gregory asked when Rafidia purchased the shopping center.

Rafidia responded that he purchased it in December of 2024.

Com. Gregory asked if any new tenants have come in during that time.

Rafidia indicated they have not.

Com. Gregory asked about the parking analysis.

Rafidia walked through the various businesses and their peak hours of operation.

Com. Gregory asked about the business' peak hours and noted that Aldi will also be open at the same time. He noted that he didn't think that the charts were exactly accurate.

Rafidia noted that he is at the shopping center every day. He stated that there is hardly anyone parking on this side of the site. He also noted that many people will take an Uber rather than drink and drive.

Chairperson Weinstein asked for clarification related to the parking variation being requested.

Com. Davis asked who put the parking analysis together.

Rafidia noted that he put the data together. He further noted that the uses are complementary in terms of parking demand.

Com. Moodhe asked about the restaurant use.

Rafidia noted that the other restaurant will be for breakfast/lunch, which again will complement the tavern use.

Com. Moodhe asked about the floor plan and where they are considering to have the live entertainment.

Rafidia showed the area where they would consider having entertainment and walked through the floor plan.

Com. Moodhe asked about the monument sign and if there is a plan for that.

Rafidia noted that he is waiting to see what Aldi wants to do and spoke about their lease restrictions.

Com. Shwartz asked about the parking in the back of the building and whether there would be an entrance in the back of the building.

Rafidia stated that only staff would enter from the back of the building.

The staff report was entered into the record as Exhibit 1.

Chairperson Weinstein asked for a motion from Commissioner Davis.

Com. Davis made a motion to recommend approval of an amendment to the Planned Development Ordinance 1982-021 to allow a Special Use for a restaurant with dancing, entertainment, and amusement uses, along with a parking variation and updates to the signage criteria for the Strathmore Square Shopping Center located at 1202 -1300 Dundee Road, subject to the following conditions:

- a. The restaurant, with dancing, entertainment, and amusement uses shall be operated in substantial compliance with the business description and plans provided as part of this petition.
- b. The Special Use is granted to R Plaza, LLC to operate a restaurant with dancing, entertainment, and amusement uses at 1236 Dundee Road, which shall not run with the land.
- c. The Special Use granted to R Plaza, LLC is assignable to subsequent petitioners seeking assignment of this special use as follows: 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.

- d. 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. Event size should not exceed the limitations of the available parking for the site.

The motion was seconded by Com. Moodhe.

Com. Moodhe noted that the property does need to be revamped. He noted that the property used to be an indoor mall with quite a few shops and stated that parking has never been an issue, even when it was active. He further noted that on the weekends it can get a little crowded, but never ridiculous. He stated even though the parking is non-conforming, he does not think it will be an issue, even with a successful restaurant there. He further indicated that he agrees that breaking up the west end is the only way that it is likely that the units will be fully occupied. He noted he feels comfortable enough to support the requests.

Com. Gregory indicated that he looked at the petitioner's other businesses and based upon reviews and photos of the restaurants they appeared to be good spots.

Com. Au stated that she is excited to see reinvestment in the shopping center.

Com. Moodhe stated that he has heard from friends that own a bar that the number of people taking an Uber has increased substantially.

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

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

NAYS: 0 None

ABSENT: 1 Neil Worlikar

Motion declared Passed.

REGULAR MEETING

A. Other Matters for Discussion

B. Approval of Draft Minutes from the July 2, 2025 Planning & Zoning Commission Meeting

Chairperson Weinstein asked for a motion to approve the minutes from the July 2, 2025 Planning and Zoning Commission meeting.

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

AYES: 7 Mitchell Weinstein, Adam Moodhe, Marc Spunt, Jason Davis, Sujat Saxena, Don Schwartz, Chad Gregory

NAYS: 0 None

ABSENT: 1 Neil Worlikar

Motion declared Passed.

C. Chairperson's Report

None

D. Committee and Liaison Reports

None

E. Staff Report/Future Agenda Schedule

Deputy Director Purvis reminded the Commission about the upcoming Clove Park Design Workshop set to take place on Tuesday, July 29th and encouraged the Commissioners to attend and bring friends and neighbors.

Purvis noted that there would be a full agenda for the upcoming August 6th PZC meeting.

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 8:39 pm



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: August 18, 2025

AGENDA ITEM 9.a. R-2025-23

Resolution Adopting an Agreement with the Illinois Emergency Management Agency and the Office of Homeland Security

Contacts

Liaison: Trustee Richards

Staff: Tyler Grace

Staff Recommendation

Staff recommends approval.

Recommended Motion

I move to approve a grant agreement between the Illinois Emergency Management Agency, the Office of Homeland Security, and the Village of Buffalo Grove.

Summary

Background

In 2024, the Village was awarded a federal grant to facilitate the build-out of a new Emergency Operations Center (EOC), to be located at the new Public Works facility. The grant is structured as a reimbursement agreement, requiring the Village to submit documentation for allowable costs.

Analysis

The Village's existing EOC has significant limitations in meeting current needs, particularly relating to technology and communications infrastructure. This funding will support improvements to the Village's emergency management infrastructure, equipment, and operational capabilities, as outlined in the grant's Exhibit A (Project Description) and Exhibit B (Deliverables and Milestones). Specifically, the grant will fund the complete build-out of the new EOC's radio room and IT network infrastructure.

Financial Impact

The grant award provides up to \$171,400 in reimbursable federal funds, with a local cost match of 25%. The Village will be responsible for managing expenditures in compliance with the grant requirements and will front costs until reimbursement is received. Staff will ensure that purchases align with the approved budget categories and maintain documentation for audit and reporting purposes.

Next Steps

Following execution of the agreement, staff will proceed with the required reports, procure the approved equipment in accordance with grant and Village procurement policies, and track progress toward deliverables to ensure timely completion and compliance by the August 31, 2027 grant end date.

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 EOC IGA
2. DRAFT EOC Agreement





RESOLUTION 2025-xx

A RESOLUTION ADOPTING AN AGREEMENT BY
AND BETWEEN THE VILLAGE OF BUFFALO GROVE
AND THE ILLINOIS EMERGENCY MANAGEMENT
AGENCY AND THE OFFICE OF HOMELAND

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

WHEREAS the Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) has awarded the Village of Buffalo Grove funding in the amount of \$228,533.00, of which \$171,400.00 are federal funds, under the Federal Fiscal Year 2024 Emergency Operations Center (EOC) Grant Program; and

WHEREAS the purpose of the grant is to support the enhancement and modernization of the Village's Emergency Operations Center to improve the Village's preparedness and response capabilities in alignment with federal and state homeland security objectives; and

WHEREAS the Village has reviewed the terms and conditions of the proposed grant agreement, and finds them acceptable and in the best interests of the Village; and

WHEREAS the Village Board desires to formally accept the grant award and authorize the execution of the associated agreement;

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 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

DRAFT



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND OFFICE OF HOMELAND SECURITY
AND
Village of Buffalo Grove**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency Illinois Emergency Management Agency and Office of Homeland Security (Grantor) and Village of Buffalo Grove (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

**ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND OFFICE OF HOMELAND SECURITY**

Village of Buffalo Grove

By: _____
Theodore (Ted) Berger, Acting Director, By Karl Pound
pursuant to the Ethics Memo of June 16th, 2025

By: _____
Dane Bragg, Village Manager

Date: _____

Date: _____

By: _____
Douglas Dorando, Chief Legal Counsel

Date: _____

By: _____
Karl Pound, Chief Financial Officer, By Christa Bull

Date: _____

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a state agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a state agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a state agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on September 1, 2024, and expires on August 31, 2027 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) ☒ must not exceed or ☐ are estimated to be **\$228,533.00**, of which **\$171,400.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Grantee shall receive an amount not to exceed **\$171,400.00** under this Agreement.

Such reimbursement by the Grantor is contingent on the receipt of timely, complete, and proper documentation from the Grantee in accordance with this Agreement.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **EMC-2024-EO-05008**, the federal awarding agency is Federal Emergency Management Agency, and the Federal Award date is **September 24, 2024**. If applicable, the Assistance Listing Program Title is Emergency Operations Center (EOC) Grant Program and Assistance Listing Number is 97.052. The Catalog of State Financial Assistance (CSFA) Number is 588-40-0453 and the CSFA Name is Emergency Operations Center (EOC) Grant Program grant. If applicable, the State Award Identification Number (SAIN) is 24EOCBFGRV.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **VVRJU7823NY4** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **362525051** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Governmental Unit.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are

published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education, or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal

pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of

the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of

Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

- (c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not “For-Profit”.

- (a) This Paragraph applies to Grantees that are not “for-profit” entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) six (6) months after the end of Grantee’s audit period.

12.4. “For-Profit” Entities.

- (a) This Paragraph applies to Grantees that are “for-profit” entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total

federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly Traded Entities. If Grantee is a publicly traded company, Grantee is not subject to the single audit or program-specific audit requirements but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false

representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A, PART TWO** or **PART THREE**.

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XV
NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

**ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license

related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use, and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement or funded in whole or in part by this Agreement and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded funds from the Federal Emergency Management Agency (FEMA) under the FFY 2024 Emergency Operations Center Grant Program (EOC). The purpose of the FFY 2024 EOC grant program is to support state and local projects which fund equipping, upgrading, and/or construction of emergency operations centers to provide fully capable facilities to ensure continuity of operations and continuity of government in major disasters or emergencies. The Grantee will utilize the EOC grant funds in accordance with this purpose as outlined within the Grantee's approved FFY 2024 federal investment justification and approved state Application.

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the expenditures and projects listed in the Grantee's approved state Application.

The approved state Application outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed on the approved state Application and incurred within the performance period.

The Grantee is required to perform each of the following tasks:

1. Timely submission of quarterly reports that include both financial and performance-based information as set forth in Exhibit E.

EXHIBIT C

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Bob Evans
Title: HSGP Grant Program Manager
Address: 2200 South Dirksen Parkway
Springfield, IL 62703
Phone: 217-557-4788
E-mail: Bob.P.Evans@illinois.gov

GRANTEE CONTACT

Name: Tyler Grace
Title: Assistant Village Manager
Address: 50 Raupp BLVD
Buffalo Grove, IL 60089
Phone: 847-459-2506
E-mail: tgrace@vbg.org

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

The Grantee shall submit to the Grantor a quarterly claims reimbursement form and associated documentation in accordance with the schedule set out below. The Grantee shall use the quarterly form to provide reports on the EOC programmatic and financial activities of the Grantee during each quarter and to claim reimbursement for those EOC grant activities.

The Grantee shall submit vendor invoices, payroll records, and any existing documentation for each item for which the Grantee is requesting reimbursement to prove expenses are in compliance with the approved grant application. The Grantee shall also use the form to detail work completed toward each Task described in Exhibit B during that reporting period, with the specific content as detailed in section 11.3 of this Agreement.

The quarterly reporting schedule is as follows:

Quarter 1: September 1, 2024-September 30, 2024: Due October 30, 2024

Quarter 2: October 1, 2024-December 31, 2024: Due January 30, 2025

Quarter 3: January 1, 2025-March 31, 2025: Due April 30, 2025

Quarter 4: April 1, 2025-June 30, 2025: Due July 30, 2025

Quarter 5: July 1, 2025-September 30, 2025: Due October 30, 2025

Quarter 6: October 1, 2025-December 31, 2025: Due January 30, 2026

Quarter 7: January 1, 2026-March 31, 2026: Due April 30, 2026

Quarter 8: April 1, 2026-June 30, 2026: Due July 30, 2026

Quarter 9: July 1, 2026-September 30, 2026: Due October 30, 2026

Quarter 10: October 1, 2026- December 31, 2026: Due January 30, 2027

Quarter 11: January 1, 2027-March 31, 2027: Due April 30, 2027

Quarter 12: April 1, 2026-June 31, 2026: Due July 30, 2026

Quarter 13: July 1, 2027-August 31, 2027: Due September 20, 2027

The Grantee must submit a final quarterly report to the Grantor within 30 days after the expiration of the Agreement, or at the completion of all projects described within this agreement.

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget outlined in Section 2.3, and the terms outlined in this Agreement.
2. The timely submittal of required documentation, as defined in this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.

EXHIBIT E

SPECIFIC CONDITIONS

The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.

1. If not submitted as part of the application, within 90 days after complete execution of the grant agreement, the subrecipient shall provide the following to IEMA:
 - A. A Nondiscrimination Policy Statement referencing:
 - i. Title VI of the Civil Rights Act of 1964
 - ii. Section 504 of the Rehabilitation Act of 1972
 - iii. Title IX of the Education Amendments Act of 1972
 - iv. Age Discrimination Act of 1975
 - v. U.S. Department of Homeland Security region 6 C.F.R. Part 9.
 - B. List of designated staff to coordinate and carry out responsibilities related to compliance with the civil rights laws, including a description of the responsibilities;
 - C. Procedures for accepting and responding to discrimination complaints;
 - D. A language access policy and plan; and a disability access policy and reasonable accommodations procedure
2. Pursuant to section 889(b)(1) of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018), grantee may not use any funds under this grant award to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system as defined herein;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system as defined herein.

Definitions

Covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

1. All allocations and use of funds by the Grantee shall be in accordance with the applicable notice of funding opportunity and the requirements set forth therein. The Grantee shall comply with all applicable federal and state statutes, regulations, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this Agreement.
2. All subawards issued by the Grantee to this Agreement in excess of \$25,000.00 must be pre-approved by IEMA-OHS.
3. The Grantee is required to maintain adoption and implementation of the National Incident Management System.
4. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
5. Funds under this award may supplement, but shall not supplant, state or local funds budgeted for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
6. The Grantee shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities. The EHP review process involves the submission of a detailed project description along with supporting documentation, so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public to complete the review process. The EHP review process must be completed and approved before costs are incurred to carry out the proposed project. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
7. The Grantee shall affix the applicable copyright notice of 17 USC 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under this grant.
8. The Grantee shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

9. The Grantee shall use, manage, and dispose of equipment acquired under this Agreement in accordance with federal and state laws, procedures, and policies. All equipment purchased with funding received through this Agreement shall be used for the entire useful life of the equipment in accordance with the purpose stated in Attachment A to the project submission document. When original or replacement equipment under this grant is no longer needed for the original project or programs, the Grantee shall request disposition instructions from the Grantor pursuant to 2 CFR 200.313.
10. If the Grantee collects PII, the Grantee is required to have a publicly available privacy policy that describes what PII it collects, how it uses PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
11. The Grantee must obtain the approval of DHS prior to using a DHS or United States Coast Guard seal, logo, crest, or reproduction of flags or likenesses of DHS agency or Coast Guard officials.
12. If funding will be used to purchase emergency communications equipment or to fund related activities, the Grantee shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
13. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
14. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
15. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
16. Replacement safety windows facing Walnut Street will match the existing in size, materials, color, and finish. Special care will be taken to assure that replacement windows that mimic original vehicular doors match the existing window treatments in materials and finish.



AGENDA ITEM SUMMARY

BUFFALO GROVE VILLAGE BOARD

Regular Meeting: August 18, 2025

AGENDA ITEM 13.a.

Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity.

Contacts

Liaison: President Smith

Staff: Dane Bragg

Staff Recommendation

Staff recommends move to Executive Session.

Recommended Motion

I move to enter into Executive Session pursuant to Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity.

Summary

Executive Session - Section 2(C)(1) of the Illinois Open Meetings Act: the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged Against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine Its Validity.

Strategic Alignment

Guiding Principle

N/A

Goal

N/A

File Attachments

None

